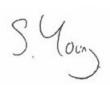
Public Document Pack



Executive Board

Thursday, 16 March 2023 2.00 p.m. Boardroom - Municipal Building, Widnes



Chief Executive

ITEMS TO BE DEALT WITH IN THE PRESENCE OF THE PRESS AND PUBLIC

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| PART II In this case the Board has a discretion to exclude the press and public and, in view of the nature of the business to be transacted, it is RECOMMENDED that under Section 100A(4) of the Local Government Act 1972, having been satisfied that in all the circumstances of the case the public interest in maintaining the exemption outweighs the public interest in disclosing the information, the press and public be excluded from the meeting for the following item(s) of business on the grounds that it involves the likely disclosure of exempt information as defined in paragraph 3 of Part 1 of Schedule 12A to the Act. 9. DEPUTY LEADER'S PORTFOLIO | | | | |
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In accordance with the Health and Safety at Work Act the Council is required to notify those attending meetings of the fire evacuation procedures. A copy has previously been circulated to Members and instructions are located in all rooms within the Civic block.

Public Degment Pack Agenda Item 1

EXECUTIVE BOARD

At a meeting of the Executive Board on Thursday, 16 February 2023 in Boardroom - Municipal Building, Widnes

Present: Councillors Wharton (Chair), Harris, M. Lloyd Jones, J. Lowe, T. McInerney, Nelson, Nolan, Thompson and Wright

Apologies for Absence: None

Absence declared on Council business: None

Officers present: G. Cook, S. Young, E. Dawson, S. Wallace-Bonner,

G. Ferguson and L. Wilson-Lagan

Also in attendance: None

ITEMS DEALT WITH UNDER POWERS AND DUTIES EXERCISABLE BY THE BOARD

Action

EXB73 MINUTES

The Minutes of the meeting held on 19 January 2023 were taken as read and signed as a correct record.

LEADER'S PORTFOLIO

EXB74 BUDGET 2023/24 - KEY DECISION

The Board considered a report from the Operational Director, Finance, which outlined a recommendation to Council in respect of the Budget, Capital Programme and Council Tax for 2023/24.

The Medium Term Financial Strategy (MTFS), approved at the Executive Board meeting on 17 November 2022 had identified a funding gap of around £21.1m in 2023/24, £1.9m in 2024/25 and £2.0m in 2025/26. The Strategy had the following objectives:

- Deliver a balanced and sustainable budget;
- Prioritise spending towards the Council's priority areas:
- Avoid excessive Council Tax rises;
- Achieve significant cashable efficiency gains;
- Protect essential front line services and

vulnerable members of the community; and

• Deliver improved procurement.

In terms of consultation, it was noted that the Council used various methods to listen to the views of the public, and Members own experiences through their Ward work was an important part of that process. Individual consultations were taking place in respect of specific budget proposals and equality impact assessments would be completed where necessary.

The Board received regular reports summarising spending in the current year against the budget. The latest report indicated that spending was forecast to be over budget in the current year by approximately £7.1m against a net budget of £111.7m.

The proposed revenue budget for 2023/24 totalled £140.880m; the departmental analysis of this was shown in Appendix B and the major reasons for change from the current budget were shown in Appendix C. A total of £2.830m of savings were approved by Council on 1 February 2023.

The Board was advised that the proposed budget incorporated the grant figures announced in the Local Government Finance Settlement. Additional funding for Adult's and Children's Social Care was announced as part of the provisional settlement and details of these were set out in the report.

Further information was also provided on the budget outlook, Halton's Council Tax, Parish precepts, Police, Fire and Liverpool City Region Mayor precepts, the Capital Programme, Prudential Code and School Budgets.

Reason(s) for Decision

To seek approval for the Council's revenue budget, capital programme and council tax 2023/24.

Implementation Date

8 March 2023.

RESOLVED: That Council be recommended

Operational Director - Finance

1) to adopt the resolution set out in Appendix A, which includes setting the budget at £140.880m, the Council Tax requirement of £60.714m (before Parish, Police,

Fire and LCR Combined Authority precepts) and the Band D Council Tax for Halton of £1,675.29;

- 2) to approve the capital programme set out in Appendix E;
- to approve the introduction of a Council Tax Premium of 100% to properties where there is no resident and which are substantially furnished (typically referred to as second homes) from 1 April 2024, subject to legislation being enacted; and
- 4) to approve the Use of Capital Receipts Strategy as set out in Appendix F.

EXB75 CAPITAL STRATEGY 2023/24

The Board considered a report of the Operational Director – Finance, on the Council's Capital Strategy for 2023/24.

It was reported that all councils were required to produce a Capital Strategy annually, the aim of which was to ensure that the Council understood the overall long-term policy objectives and resulting capital strategy requirements, governance procedures and risk appetite.

Members were advised that the Capital Strategy should be read in conjunction with the Treasury Management Strategy Statement, included on the same agenda; this detailed the expected activities of the treasury management function and incorporated the Annual Investment Strategy (AIS) and the Minimum Revenue Provision (MRP) policy for 2023/24. It was noted that the successful delivery of the Capital Strategy would assist the Council in planning and funding its capital expenditure over the next three years.

RESOLVED: That Council be recommended to approve the 2023/24 Capital Strategy, as presented in the Appendix attached to the report.

Operational Director - Finance

EXB76 2022/23 SPENDING AS AT 31 DECEMBER 2022

The Board received a report from the Operational Director – Finance, which reported the Council's overall revenue net spending position as of 31 December 2022 together with a forecast outturn.

A summary of spending against the operational

revenue budget up to 31 December 2022 was presented in Appendix 1, and Appendix 2 provided detailed figures for each individual Department. In overall terms the outturn forecast for the year showed that net spend would be over the approved budget by £7.098m. It was noted that this represented a lower figure than the figure of £7.586m forecast at 30 September 2022. The revisions to the Capital Programme were listed in the report and the revised Capital Programme was attached at Appendix 3.

RESOLVED: That

Operational
Director - Finance

- all spending continues to be limited to only absolutely essential items;
- 2) Strategic Directors take urgent action to identify areas where spending could be reduced or suspended for the remainder of the current financial year; and
- 3) Council be requested to approve the revisions to the Capital Programme as set out in paragraph 3.16.

EXB77 TREASURY MANAGEMENT STRATEGY STATEMENT 2023/24

The Board received the Treasury Management Strategy Statement, (TMSS) which incorporated the Annual Investment Strategy (AIS) and the Minimum Revenue Provision (MRP) Strategy for 2023/24.

The TMSS was appended to the report and detailed the expected activities of the treasury function in the forthcoming financial year (2023/24). Its production and submission to Council was a requirement of the CIPFA Prudential Code and the CIPFA Treasury Management Code.

The Local Government Act 2003 required the Council to have regard to the Prudential Code and to set Prudential Indicators for the next three years, to ensure that the Council's capital investment plans were affordable, prudent and sustainable.

The Act therefore required the Council to set out its treasury strategy for borrowing and to prepare an Annual Investment Strategy (AIS), which set out the Council's policies for managing its investments and for giving priority to the security and liquidity of those investments. Government guidance notes stated that authorities could combine the TMSS and the AIS into one report, which the

Council had done and was included in Section 4.

Members noted that the production of a Minimum Revenue Provision Policy Statement was required and a formal statement for approval was contained within the report at paragraph 2.3, with the full policy shown in Appendix A.

RESOLVED: That Council be recommended to adopt the policies, strategies, statements, prudential and treasury indicators outlined in the report.

Operational Director - Finance

EXB78 TAXI LICENSING MATTER - PROPOSED INCREASE IN THE HACKNEY CARRIAGE TABLE OF FARES

The Board considered a report of the Regulatory Committee which recommended a proposed increase to the Hackney Carriage Table of Fares.

It was noted that the request to increase fares had been received from members of the taxi trade and was due to the impact of costs of living crisis on the trade over the last 12 months. The Council had the discretion to fix the fares for Hackney Carriages within the Borough and fares may be varied in accordance with the statutory procedure set out in the report.

The report detailed the proposed increased, comparisons with neighbouring authorities and the written responses that had been received from the taxi trade in support of and against the proposal that were considered by the Regulatory Committee.

RESOLVED: That the Board

- 1) agree the proposed increase to the Hackney Carriage Table of Fares; and
- 2) authorise officers to commence the public notification and consultation in line with the statutory procedure as detailed in the report.

EXB79 CALENDAR OF MEETINGS 2023-2024

The Board received a report of the Chief Executive, which set out the proposed Calendar of Meetings for the 2023/24 Municipal Year, which was appended to the report for information.

RESOLVED: That Council be recommended to Chief Executive

Operational
Director, Legal
and Democratic
Services

approve the Calendar of Meetings for the 2023/24 Municipal Year, as appended to the report

ADULT SOCIAL CARE PORTFOLIO

EXB80 HOME BASED RESPITE CARE SERVICE IN HALTON

The Board considered a report which sought a waiver in compliance with Procurement Standing Order 1.14.4 (iv) of Part 3 of Procurement Standing Orders, for the granting of a direct award to support the continuation of the provision of the Home Based Respite Care Service in Halton, to be delivered by Crossroads Care North West for the period from 1 April 2023 to 31 March 2025, plus an option to extend for a further one-year period.

The Board was advised that retendering the contract could result in the Council foregoing a clear benefit in developing out of hospital services with NHS Cheshire & Merseyside and may result in the Council awarding the contract to another provider, which would result in a risk to continuity of care and support to a vulnerable client group. It was preferred to remain with the existing provider to continue to achieve positive outcomes for the existing client base, through well-established relationships that they had with health, social care and the local voluntary and community sector.

RESOLVED: That the Board

1) note the contents of the report; and

2) in compliance with Procurement Standing Order 1.14.4 (iv), a waiver of Part 3 of Procurement Standing Orders, for a direct award to support the continuation of the provision of the Home Based Respite Care Service in Halton delivered by Crossroads Care North West for a two year period from 1 April 2023 to 31 March 2025, plus an option to extend for a further one-year period be approved.

HEALTH AND WELLBEING PORTFOLIO

EXB81 0 - 19 HEALTHY CHILD PROGRAMME, BRIDGEWATER COMMUNITY HEALTH NHS FOUNDATION TRUST - KEY DECISION

The Board considered a report of the Director of Public Health, which sought approval to extend the 0 - 19 Healthy Child Service Contract (up to 25 for those with

Executive Director of Adult Services

additional or complex needs) with Bridgewater Community Health NHS Foundation Trust, for twelve months to provide the time required to fully procure the service anew.

It was noted that the Board has previously agreed to award the Contract to Bridgewater Community Health for an agreed period of 5 years, with the option for two additional one year contracts (EXB65/2017 refers).

Reason(s) for Decision

- a) result in the Local Authority incurring expenditure which is significant; and
- b) impact in terms of its effects on communities if contract does not continue.

Alternative Options Considered and Rejected

No alternative options are available.

Implementation Date

1 April 2023.

RESOLVED: That the Board

Director of Public Health

- approve the implementation of the first one year extension for the year April 2023 to March 2024, for the 0-19 Healthy Child Programme contract which is provided for within the original contract which was approved and implemented in 2018; and
- 2) approve the commencement of a full procurement exercise including service reviews in the year 2023-24 with a view to award of a new contract at the end of March 2024.

EMPLOYMENT, LEARNING AND SKILLS, AND COMMUNITY PORTFOLIO

EXB82 VARIATION OF THE NON-STATUTORY FEES OF HALTON REGISTRATION SERVICE FROM 1 APRIL 2023

The Board considered a report which sought approval to vary the non-statutory fees offered by Halton Registration Service from 1 April 2023. The proposed fee structure for 2023/24 and 2024/25 had been determined by taking into account inflationary increases and these were set out in Appendix 1. The early setting of the fees was necessary as ceremonies were arranged up to two years in advance.

Further, a published fee structure would provide customers with the amount payable and allow the Service to forward plan more effectively its income targets.

RESOLVED: That the variations to the non-statutory fess of Halton Registration Service as set out in Appendix 1 be approved.

Operational
Director
Community
Environment

&

Γ ACT

EXB83

SCHEDULE 12A OF THE LOCAL GOVERNMENT ACT 1972 AND THE LOCAL GOVERNMENT (ACCESS TO INFORMATION) ACT 1985

The Board considered:

- whether Members of the press and public should be excluded from the meeting of the Board during consideration of the following item of business in accordance with Section 100A (4) of the Local Government Act 1972 because it was likely that, in view of the nature of the business to be considered, exempt information would be disclosed, being information defined in Section 100 (1) and paragraph 3 of Schedule 12A of the Local Government Act 1972; and
- 2) whether the disclosure of information was in the public interest, whether any relevant exemptions were applicable and whether, when applying the public interest test and exemptions, the public interest in maintaining the exemption outweighed that in disclosing the information.

RESOLVED: That as, in all the circumstances of the case, the public interest in maintaining the exemption outweighed that in disclosing the information, members of the press and public be excluded from the meeting during consideration of the following items of business in accordance with Section 100A (4) of the Local Government Act 1972 because it was likely that, in view of the nature of the business, exempt information would be disclosed, being information defined in Section 100 (1) and paragraph 3 of Schedule 12A of the Local Government Act 1972.

ADULT AND SOCIAL CARE PORTFOLIO

EXB84 CARE PROVIDER UPLIFT - REQUEST TO CONSULT

The Board considered a report of the Executive Director, Adults, which provided information on the proposed consultation for annual uplift for domiciliary care, direct

payments, supported living and care home providers within Halton for 2023/24.

RESOLVED: That

Executive Director of Adult Services

- 1) the contents of the report be noted; and
- 2) approval be given to actively enter into discussions with care providers, with a view to offer an uplift for 2023/24.

DEPUTY LEADER'S PORTFOLIO

EXB85 PROPERTY & ACCOMMODATION REVIEW

The Board considered a report of the Operational Director Economy, Enterprise and Property, which advised on the review of the Council's property (buildings). The report sought approval to establish a Members' Working Group to consider recommendations arising from the review and to provide options for the future implementation of the review recommendations. The Group would comprise:

Deputy Leader – Portfolio Holder Major Projects; Chair of Corporate Services Policy and Performance Board; Chair of Development Management; and Scrutiny Co-Ordinator.

It was noted that as the review developed, participation in the Working Group would be amended, subject to the topics under discussion.

RESOLVED: That

 Members note the key considerations arising from a review of the Council's property; and

2) the establishment of a Members' Working Group to consider the recommendations arising from the property review be agreed and reports be brought back to the Executive Board.

MINUTES ISSUED: 21 February 2023

CALL-IN: 28 February 2023 at 5.00 pm.

Any matter decided by the Executive Board may be called in no later than 5.00pm on 28 February 2023.

Operational
Director Economy,
Enterprise &
Property

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REPORT TO: Executive Board

DATE: 16th March 2023

REPORTING OFFICER: Corporate Director Chief Executive's Delivery

Unit

PORTFOLIO: Leader's

SUBJECT: Pensions Discretions Statement 2023/24.

WARD(S) Borough-wide

1.0 PURPOSE OF THE REPORT

- 1.1 The Council is required to publish a Pensions Discretion Statement annually, to advise the discretions it intends to exercise under the Local Government Pension Scheme (LPGS).
- 1.2 This report accompanies the proposed statement for 2023/24.
- 2.0 RECOMMENDATION: That the Board approve the Pensions Discretions Statement for 2023/24.

3.0 SUPPORTING INFORMATION

- 3.1 The Pensions Discretion Statement for 2023/24 is based upon the statement for 2022/23, which was approved by Executive Board in February 2022.
- 3.2 No new discretions have been added
- There have been no material changes to the Local Government Pension Scheme Regulations 2013 that would result in a change to the statement. Regulation 60 of those regulations sets out what the statement should contain, and the statement is compliant.

4.0 POLICY IMPLICATIONS

4.1 The Council is required to publish a written policy statement on how it will exercise its discretions provided by the scheme. The policies adopted seek to achieve the correct balance between cost to the council tax payer, good employee relations and staff recruitment and retention.

5.0 FINANCIAL IMPLICATIONS

5.1 There are financial implications for the Council in considering the application of these discretions. Each case will be different, and a

business case will be required when such a discretion is exercised, balancing the interests of the Council with the interests of the individual.

6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES

6.1 Children & Young People in Halton

None

6.2 Employment, Learning & Skills in Halton

None

6.3 **A Healthy Halton**

None

6.4 A Safer Halton

None

6.5 Halton's Urban Renewal

None

7.0 RISK ANALYSIS

7.1 The statement complies with the Local Government Pension Scheme Regulations 2013, and enables the Council to make balanced decisions taking into account all risks.

8.0 EQUALITY AND DIVERSITY ISSUES

- 8.1 The recommendations will apply equally to all staff who are members of the LGPS. Those regulations have been subject to an equality impact assessment by government at the point of enactment into statute, and at any review points thereafter.
- 8.2 Employees have a right of appeal if they feel they have been treated incorrectly/unfairly.

In the first instance, appeals are made to the Head of HR Operations, who acts in the capacity of the Independent Person for the Independent Disputes and Resolution Procedure.

9.0 CLIMATE CHANGE IMPLICATIONS

9.1 This report, its advice, and its recommendation is limited to regulatory compliance with the Local Government Pension Scheme Regulations.

9.2 The impact on the Council's response to the climate emergency is neutral.

10.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972

| Document | Place of Inspection | Contact Officer |
|---|--|--------------------------|
| The Local Government Pension Scheme Regulations 2013 (Statutory Instrument 2013 No. 2356) | Municipal Building, Kingsway, Widnes | Head of HR Operations |





HALTON BOROUGH COUNCIL

Introduction

This statement is prepared and published in accordance with the requirements of Regulation 60 (1) of the Local Government Pension Scheme Regulations 2013, which states that;

A Scheme employer must prepare a written statement of its policy in relation to the exercise of its functions under regulations –

- (a) 16(2)(e) and 16(4)(d) (funding of additional pension);
- (b) 30(6) (flexible retirement);
- (c) 30(8) (waiving of actuarial reduction); and
- (d) 31 (award of additional pension),

and an administering authority must prepare such a statement in relation to the exercise of its functions under regulation 30(8) in cases where a former employer has ceased to be a Scheme employer. This statement fulfils that requirement.

There are no material changes to the discretions contained within this statement for 2023/24.

Where relevant, monetary amounts used within the explanations of discretions have been revised as appropriate.

This document is confirmed as the Council's Pensions Discretions Statement for the financial year 2023/24.

The discretions will be exercised by the appropriate Executive Director, in consultation with the Portfolio Holder for Corporate Services, and Operational Director Finance. (In the case of applications from Executive Directors or the Chief Executive, the discretions will be exercised by the Chief Executive, in consultation with the Portfolio Holder for Corporate Services and Corporate Director – Chief Executive's Delivery Unit).

Any questions relating to this statement should be directed to:

Pay & Pensions Team (HR Service Centre)
Policy, People, Performance & Efficiency Division,
Enterprise, Community & Resources Directorate,
Halton Borough Council,
Municipal, Building,
Kingsway,
Widnes,
WA8 7QF

e-mail: payandpensions@halton.gov.uk

COMPULSORY POLICY STATEMENTS IN ACCORDANCE WITH LOCAL GOVERNMENT PENSION SCHEME REGULATIONS 2013

Regulation 16 (2) (e) & 16 (4) (d)

Ability to contribute to a shared cost additional pension contribution (APC) scheme.

Explanation:

Where an active scheme member wishes to purchase extra annual pension of up to £7,352 (2022/23 rate) by making an Additional Pension Contribution (APC) the employer may voluntarily contribute towards the cost of purchasing that extra pension via a Shared Cost Additional Pension Contribution (SCAPC).

HBC decision:

All APC contracts will be funded in full by the member.

Regulation 30 (6) Ability to award Flexible Retirement

Explanation:

A member who is aged 55 or over and with their employers consent reduces their hours/or grade, can then, but only with the agreement of the employer, make an election to the administering authority to receive all or part payment of their accrued benefits without having retired from that employment.

HBC decision:

The Council will adopt this discretion and will assess applications from those employees aged 55 and over who reduce their hours by 25% (not for a grade reduction). Applications will be considered on the basis of future service provision and cost. The decision to release benefits will be taken by the appropriate Strategic Director.

Regulation 30 (8)

Waiving of Actuarial Reduction on Flexible Retirement and early retirement (age 55+)

Explanation:

Employers can elect to waive some or all of the reduction on benefits if a member chooses to take flexible retirement and take their benefits before Normal Pension Age (NPA)

HBC decision:

HBC will only waive actuarial reduction on flexible retirement in exceptional circumstances.

Transitional Protections – Regulation 1 (1) (c) Schedule 2 Power of the Employing Authority to "switch on" the 85 year rule for a member voluntarily drawing benefits on or after age 55 and before age 60.

Explanation:

A member who meets the 85 year rule and elects to draw their pension benefits from age 55 will no longer require their employers consent if they retire after 31st March 2014. However, certain members will lose some 85 year rule protections if they wish to draw their pension between age 55 and 60.

An employer may decide to "switch on" protection to the 85 year rule for a member who voluntarily retires from age 55 but before age 60 and meet any additional cost of the retirement.

HBC decision:

In exceptional circumstances, where this is in the interest of the Council and the costs of allowing such requests are considered against the benefits to the Council, the Council will pay the additional cost of an unreduced pension.

.____

Regulation 31

Ability to grant additional pension to an active member or within 6 months of ceasing to be an active member by reason of redundancy or business efficiency.

Explanation:

An employer may decide to award a member additional pension up to a limit of £6822 per year (or revised amount as stated in the scheme rules) payable from the same date as their pension is payable.

HBC decision:

The Council will not award additional pension.

NON COMPULSORY DISCRETIONS

Regulation 9 (3)

Contributions Payable by an Active Member.

Explanation:

Employers must assess the appropriate rate of contribution band, in a reasonable and consistent manner and review the contribution bands on any material change in pay.

HBC decision:

The Council will review contribution bands annually or at a significant change, unless an employee exercises their right to appeal their band allocation when the review may be conducted earlier.

._____

Regulation 22 (7) & (8)

Re-employed and Re-joining Deferred Members

Explanation:

This provision permits an employer the discretion to extend the statutory 12 month window within which a scheme member can elect to aggregate deferred LGPS benefits into their current employment.

HBC decision:

The Council will not normally extend the time limit beyond 12 months.

Regulation 100 (6)

Inward Transfer of Pension Rights

Explanation:

This provision allows an employer the discretion to extend the statutory 12 month window within which a scheme member can elect to transfer benefits from another scheme into their current scheme.

HBC decision:

The Council will not normally extend the time limit beyond 12 months.

Regulation 30 (5) Ability to Waive Actuarial Reduction on Compassionate Grounds

Explanation:

This regulation provides for early payment of retirement benefits, reduced by the amount shown in actuarial guidance issued by the Secretary of State for Local Government, in relation to an employment, for a scheme member who is not an employee in local government service in that employment, and has not attained normal pension age, but is aged over 55 years.

HBC Decision:

The Council will consider, on a case by case basis, exercising its discretion to waive some or all of the reduction. This will be where it is felt to be in the best interests of the Council as well as the employee (deferred member) and the costs of allowing such requests will be considered against the benefits to the Council.

Discretion under the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2006.

The Council is required to formulate, publish and keep under review a statement of policy on how it will exercise its discretion under the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2006. Such a statement is contained in the Councils Staffing Protocol. It is reproduced here for completeness.

By virtue of regulation 7 (1) of the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2006 Scheme employers are required to formulate a Statement of Policy on whether it intends to base a redundancy payment on an employee's actual weeks' pay where this exceeds the statutory weeks' pay limit and whether to make a termination payment (inclusive of any redundancy payment) of up to a maximum of 104 weeks' pay (regulation 6 of the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2006.

The Council will pay a redundancy payment based on actual weeks' pay where this exceeds the redundancy payment and will enhance payments in line with the multiplier applicable at that time and contained in the Councils Staffing Protocol. The multiplier has been set at 1.4, effective from 1st April 2016.

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REPORT TO: Executive Board

DATE: 16 March 2023

REPORTING OFFICER: Corporate Director, Chief Executives Delivery

Unit

PORTFOLIO: Leader's

SUBJECT: The Corporate Plan: Interim approach and the

way forward

WARD(S) Borough wide

1.0 **PURPOSE OF THE REPORT**

1.1 The Council's current Corporate Plan is an expired version. In light of the changes brought about by the COVID-19 pandemic, the shifting national political and economic landscape, and the ever increasing challenges, (some same, some new), facing the organisation it was thought timely to reconsider the Council's priorities and set a new plan for the coming 3 to 5 years. This will also tie in with the emerging transformation work around 'Reimagine Halton'.

2.0 **RECOMMENDATION: That the Board**

- 1) agree on the interim approach outlined and the way forward culminating in a new Council Corporate Plan being launched on April 1st 2024;
- 2) the report be noted;
- 3) approves the Statement of Intent for publication on April 1st 2023; and
- 4) endorses the approach to facilitate 'The Big Conversation'.

3.1 **Background**

An effective Corporate Plan should underpin everything that the Council is wanting to achieve, in terms of its overall vision and the achievement of its key strategic objectives.

In order to progress this initial work, 2 associates from North West Employers were commissioned to facilitate and support the process. This took numerous formats, ranging from questionnaires through to

key conversations and finally a face-to-face facilitated session which took place in the Stadium on Tuesday, December 6th 2022.

All members of both the Executive Board and Management Team were invited to attend and participate.

3.2 Statement of Intent - moving forward

Following the session it was agreed that we would adopt an interim plan, in order to provide adequate opportunity for meaningful consultation, and ultimately to produce a Corporate Plan which is totally unique and meaningful to the people of Halton.

During this period of transition it is important to point out that Halton Borough Council will continue to deliver its statutory services and work towards achieving its current Corporate Plan priorities, more specifically, looking after Vulnerable People and Children, as well as focusing on Urban Renewal and the Environment.

In terms of timescales, an interim Corporate Plan with an accompanying Statement of Intent will be in place until the end of March 2024, with a new Corporate Plan taking effect from April 2024.

A brief narrative will be placed on the Council's intranet and internet sites to indicate this from April 2023, see Appendix A.

3.3 Lessons from elsewhere – 'The Wigan Deal':

The Wigan Deal was an informal agreement between the council and those who lived or worked in the area to work together to create a better borough.

It led to profound cultural change within the council and its partners, at the heart of which was the belief that frontline staff and local people can bring about improvement.

The four key lessons learnt were:

- A common vision was required between council officials and elected members, which ensured that a clear narrative and consistent message was shared to one and all – on the lines of the changes that the Council wanted to bring about and why they were needed.
- An enabling style of leadership was essential in allowing all concerned considerable freedom to develop their own set of ideas.
- 3. The changes in Wigan were made by a series of **bold**

decisions rather than incrementalism. This was supported by training for all staff and partner organisations.

4. Great importance was attached to communications and marketing in order to build a shared sense of purpose. The Deal was reinforced at every available opportunity. Stories from staff and service users were useful in this regard, providing tangible examples of how local people have benefited, and in doing so showing staff that the permission to innovate was real rather than rhetoric.

This approach, and the result, lends itself to the outputs of the session held in December 2022 and can be used as a guide in Halton.

3.4 The Key Themes for Halton:

Key Themes were identified and agreed as follows:

- Consultation via 'the big conversation', the aim of which is to unite and activate people around what matters.
- Be local an area based approach with more partnership working taking place. Local collaboration impacting services explicitly.
- Changing the mind set and culture targeting and engaging all and doing things differently with an emphasis on communities doing more for themselves.

3.5 Timeline:

Outlined as follows:

- January March 2023: Update Management Team/Executive Board and also communicate with the wider audience, namely Divisional Manager's and all elected members
- May June 2023 specific consultation with elected members via Policy & Performance Boards
- May September 2023: The Big Conversation takes place
- September October 2023: consult HBC Workforce
- November December 2023: analyse data and identify the key learning points/issues
- January March 2024: compose the Corporate Plan and seek approval
- April 2024: the New Corporate Plan is launched

3.6 The Big Conversation: Reimagine Halton - we don't have all the answers!

'The Big Conversation' is all about engaging with the public so that they understand the challenges that the Council is facing.

It is an approach between the Council and everyone who lives or works in Halton to work together in order to create an improved borough in all aspects of everyday life.

It also links to 'Reimagine Halton' which will see the Council looking in detail at what we do, how we do it and why we do it – and whether taking a different approach could be more efficient, productive or deliver a better outcome.

The actual detail of 'The Big Conversation' is still being finalised, but will consist of a mixture of specific individual questions and group interactions.

4.0 **POLICY IMPLICATIONS**

4.1 There are no specific policy implications at this stage; however ultimately there will be a new contemporary and relevant Halton Borough Council Corporate Plan.

5.0 FINANCIAL IMPLICATIONS

It is not envisaged that any specific financial implications will emerge as a direct result of formulating the Council's Corporate Plan.

6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES

6.1 The Corporate Plan is Halton Borough Council's key strategic document. This plan sets out the main vision, themes and values of the Council.

'The Big Conversation' will help to determine the Council's new set of priorities, which will be translated into the plan.

7.0 RISK ANALYSIS

7.1 The major risk is that we do nothing and roll out the same priorities as we have done in previous years. To this end the current Corporate Plan is a bit irrelevant and doesn't really engage with either the workforce or the people of Halton.

7.2 If we are serious in 'Reimaging Halton' that this is a perfect opportunity to undertake a meaningful piece of work which will engage the people of Halton and together with our workforce determine a set of new priorities, which will make a difference and take Halton forward over the next 3 – 5 years.

8.0 **EQUALITY AND DIVERSITY ISSUES**

8.1 Equality and Diversity may well be a specific Corporate Plan priority, but if not then it will certainly underpin the Plan, and if required an Equality Impact Assessment will be undertaken.

9.0 CLIMATE CHANGE IMPLICATIONS

9.1 At this stage there is nothing specific to highlight within the context of this report; however there is a distinct possibility that as a result of 'The Big Conversation' that this might form one of the Council's key priorities.

10.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972

None under the meaning of the Act.

Appendix A: Statement of Intent

Appendix A: Statement of Intent re: Halton Borough Council's Corporate Plan

The Council's current Corporate Plan is an expired version. In light of the changes brought about by the COVID-19 pandemic, the shifting national political and economic landscape, and the ever increasing challenges, (some same, some new), facing the organisation it was thought timely to reconsider the Council's priorities and set a new plan for the coming 3 to 5 years.

This will also tie in with the emerging transformation work around 'Reimagine Halton'.

In order to provide adequate opportunity for meaningful consultation, and ultimately produce a Corporate Plan which is totally unique and meaningful to the people of Halton, it has been decided to adopt an interim plan.

During this time consultation will take place with all community groups, voluntary groups, partner agencies, etc and will be deemed 'The Big Conversation'.

'The Big Conversation' is all about engaging with the public so that they understand the challenges that the Council is facing.

It is an approach between the Council and everyone who lives or works in Halton to work together in order to create an improved borough in all aspects of everyday life.

During this period of transition it is important to point out that Halton Borough Council will continue to deliver its statutory services and work towards achieving its current Corporate Plan priorities, more specifically, looking after Vulnerable People and Children, as well as focusing on Urban Renewal and the Environment.

In terms of timescales, an interim Corporate Plan will be in place until the end of March 2024, with a new Corporate Plan taking effect as from April 2024.

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REPORT TO: Executive Board

DATE: 16th March 2023

REPORTING OFFICER: Operational Director, Finance

SUBJECT: Discretionary Non-Domestic Rate Relief

PORTFOLIO: Leader

WARD(S): Borough-wide

1.0 PURPOSE OF REPORT

1.1 The purpose of the report is to consider two applications for discretionary non-domestic rate relief, under Section 47 of the Local Government Finance Act 1988.

2.0 RECOMMENDATION: That

- (i) the application for 15% discretionary rate relief from Widnes Gymnastics Academy with effect from 14th July 2022, be approved; and
- (ii) the application for 90% discretionary rate relief from Runcorn Amateur Boxing Club with effect from 1st June 2022, be approved.

3.0 SUPPORTING INFORMATION

- 3.1 Under the amended provisions of the Local Government Finance Act 1988, the Council is able to grant discretionary rate relief to any business ratepayer. This relief had previously only been available to organisations that were a registered charity, a community amateur sports club, or a not-for-profit organisation.
- 3.2 From 1st April 2017 the Council became responsible for meeting the full cost of all mandatory and discretionary relief granted, as part of the Liverpool City Region 100% Business Rates Retention Pilot Scheme.
- 3.3 Two applications for discretionary rate relief have been received as outlined below.
- 3.4 Currently, where discretionary rate relief has been granted to registered charities and non-profit organisations, it has been provided until 31st March 2025 in order to provide the organisations with some degree of certainty.

<u>Widnes Gymnastics Academy</u> Haresdon Property , Alexandra Street, Widnes, WA8 7RX

- 3.5 Widnes Gymnastics Academy is a registered charity. The organisation aims to provide facilities for recreation or leisure time in the sport of gymnastics, in the interest of social welfare for young people under the age of 18.
- 3.6 The premises are used as a club by the group and offers coaching and competitive opportunities in the sport. The institute is affiliated to British Gymnastics, the appropriate governing body.
- 3.7 As a registered charity the organisation automatically qualifies for 80% mandatory rate relief on the premises in Alexandra Street, Widnes which it moved into from 14 July 2022. Widnes Gymnastics Academy has now applied for discretionary rate relief from the same date. Similar sporting organisations have benefited from the award of 15% discretionary rate relief.
- 3.8 The organisation is already in receipt of 15% discretionary relief and 80% mandatory relief in respect of adjoining premises in Witt Road, Widnes.
- 3.9 The total cost of the relief to the Council in 2022/23, if awarded, would be as follows;

| 80% mandatory relief 14.07.22 – 31.03.23 | £3,368.26 |
|---|-----------|
| 15% discretionary relief 14.07.22– 31.03.23 | £631.55 |
| Total cost to the Council in 2022/23 | £3,999.81 |

3.10 The total annual cost to the Council would be £5,593.60 as detailed in the Appendix.

Runcorn Amateur Boxing Club (Runcorn ABC) 206b Runcorn Shopping Centre, Runcorn, WA7 2EU

- 3.11 Runcorn ABC aims to help the community with improved fitness and physical health, helping to boost self-confidence and improve mental health. Runcorn ABC provides opportunities to make new friends and teaches self-discipline and respect for others through education and the provision of role models
- 3.12 Runcorn Amateur Boxing Club is a not-for-profit organisation affiliated to England Boxing and has applied for discretionary rate relief from 01 June 2022. Where discretionary rate relief has previously been awarded to not-for-profit organisations it has been awarded as 90% relief.
- 3.13 The property is used for boxing training and community fitness and the organisation offers an open-door policy to people of all ages and

backgrounds. Runcorn ABC has strong working relationships with the local police and schools, and ran an anti-knife campaign aimed at youths. In addition, the club provides training classes for the elderly, disabled, juniors and women only.

- 3.14 The total cost of 90% discretionary rate relief to the Council in 2022/23 from 01.06.22 to 31.03.23, if awarded, would be £4,020.98.
- 3.15 The total annual cost to the Council would be £4,838.16 as detailed in the Appendix.

4.0 POLICY IMPLICATIONS

4.1 The Board is required by the regulations to consider each application on its own merit. Any recommendations provided are given for guidance only, are consistent with Council policy and, wherever possible, previous decisions.

5.0 FINANCIAL IMPLICATIONS

5.1 The Appendix presents the potential costs to the Council of granting rate relief.

6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES

6.1 Children and Young People in Halton

Widnes Gymnastics Academy provides gymnastics facilities for children and young people. Runcorn ABC provides boxing and fitness facilities for children and young people

6.2 **Employment, Learning and Skills in Halton**None

6.3 A Healthy Halton

Both organisations provide sporting facilities for the community, which should assist with improving the health and wellbeing of residents.

6.4 A Safer Halton

Runcorn ABC ran an anti-knife campaign.

6.5 Halton's Urban Renewal

None.

7.0 RISK ANALYSIS

7.1 There are no key risks associated with the proposed action.

8.0 EQUALITY AND DIVERSITY ISSUES

8.1 The applicants offer their services to all sections of the community, without any prejudice.

9.0 CLIMATE CHANGE IMPLICATIONS

9.1 There are no implications.

10.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972

| 10.1 | Document | Place of Inspection | Contact Officer | | |
|------|--------------------|---------------------|-----------------------|--|--|
| | Discretionary Rate | Halton Stadium, | Adel Tomkins | | |
| | Relief Application | Lower House Lane, | Senior Rating Officer | | |
| | Forms | Widnes | – Business Rates | | |

| Ratepayer | Address | Annual Rates Liability 2022/23 | Mandatory Rate Relief | Annual Cost of Mandatory Rate Relief | Disc. Rate Relief | Annual Cost of Disc. Rate Relief | Actual Rates Liability 2022/23 | Actual Cost of Mandatory Relief 14.07.22 to 31.03.23 | Actual Cost of Disc. Rate Relief 14.07.22 to 31.03.23 |
|-----------------------------------|--|---|-----------------------------|---|-------------------------|--|---|---|--|
| | | £ | | £ | | £ | £ | £ | £ |
| Widnes Gymnastics Academy | Haresdon Property, Alexandra Street, Widnes, WA8 7RX | 5,888.00 | 80% | 4,710.40 | 15% | 883.20 | 4,210.32 | 3,368.26 | 631.55 |
| Ratepayer | Address | Annual Rates Liability 2022/23 | Mandatory Rate Relief | Annual Cost of Mandatory Rate Relief | Disc. Rate Relief | Annual Cost of Disc. Rate Relief | Actual Rates Liability 2022/23 | Actual Cost of Mandatory Relief 01.06.22 to 31.03.23 | Actual Cost of Disc. Rate Relief 01.06.22 to 31.03.23 |
| Runcorn Amateur Boxing Club | 206b Runcorn Shopping Centre, Runcorn, WA7 2EU | 5,375.73 | nil | nil | 90% | 4,838.16 | 4,467.76 | nil | 4,020.98 |

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REPORT TO: Executive Board

DATE: 16 March 2023

REPORTING OFFICER: Operational Director - Finance

PORTFOLIO: Leader's

SUBJECT: Review of Council wide Fees and Charges

WARDS: Borough Wide

1.0 PURPOSE OF THE REPORT

- 1.1 In conjunction with the annual budget review, it is proposed to charge the fee rates for services in accordance with the schedules shown in Appendix A, B and C. This report presents the proposed fees and charges for 2023/24 for services provided by the Council's Directorates.
- 2.0 RECOMMENDATION: That the proposed fees and charges for 2023/24 as set out in Appendix A and for 2024/25 as set out in Appendices B and C, be approved.

3.0 SUPPORTING INFORMATION

- 3.1 The review of fees and charges has been carried out as part of the budget preparations for 2023/24.
- 3.2 The general aim in setting fees and charges is to ensure the Council fully recovers the cost incurred in providing a service. The cost base of providing a service over the past year and forecast increases for next year are making this more difficult given the impact of higher inflation, wage increases and the unpredictable nature of utility costs.
- 3.3 Recovering the full cost of services through the year is also dependent on a number of other factors outside the agreed charge, including:
 - Demand will change year on year and could be determined by a number of drivers such as weather, economy, regional and national events, demographics etc. Demand had further been complicated over the last three years due to the impact of Covid and increases in the cost of living
 - Competition There are a number of services the Council provides for which there is a strong competitive market. Costs within the private sector are generally lower than in the public sector, for example employee terms and conditions.
 - Statutory Element Some charges are outside control of the Council with there being no discretion to what can be charged.
- 3.4 Fees and charges income targets for the new financial year have been set by the inflation level highlighted in the Medium Term Financial Strategy, at an increase of 8% on 2022/23 budgeted targets.

- 3.5 A number of fees and charges within this report have been set at an increased rate of 8%. It is proposed that a more in-depth review of fees and charges will be carried out later this year as the economy and inflation stabilises and further intelligence is gathered on the level of demand for services. This exercise will then form part of fees and charges setting for 2023/24.
- 3.6 As part of the in-year budget monitoring process, actual income from fees and charges will be regularly reviewed against budgeted income. Supporting narrative will be provided within monitoring reports to highlight areas where the Council has not fully recovered the cost of providing a service.
- 3.7 All proposed charges are exclusive of VAT. Where applicable, VAT will be added to the charges set out in the appendices.
- 3.8 The schedule in the appendices includes guidance on the charge being a discretionary or statutory fee. Statutory fees may result in changes throughout the year and therefore the relevant fees will be amended accordingly.

4.0 POLICY IMPLICATIONS

4.1 The effects of the proposed changes have been incorporated where possible into budgets for 2023/24. As per the Medium Term Financial Strategy budgeted income for 2023/24 has been increased by 8%, except where additional increases have been proposed as saving items, statutory fee increases apply or where income targets have been reduced to reflect the actual recovery rate. Individual fees and charges have been reviewed and increases proposed by service managers which also reflect the particular circumstances of each area.

5.0 FINANCIAL IMPLICATIONS

5.1 The financial implications are as presented in the report and appendices.

6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES

6.1 Children and Young People in Halton

There are no implications for this priority.

6.2 Employment, Learning and Skills in Halton

There are no implications for this priority.

6.3 A Healthy Halton

There are no implications for this priority.

6.4 A Safer Halton

There are no implications for this priority.

6.5 Halton's Urban Renewal

There are no implications for this priority.

7.0 RISK ANALYSIS

- 7.1 There is a requirement for the fees to be paid and in order to avoid the risk of them not being paid; the fees should be received before the service is provided.
- 7.2 The Council's budget assumes an increase in fees and charges income in line with those proposed in the Medium Term Financial Strategy. If increases are not approved it may lead to a shortfall in budgeted income targets.

8.0 EQUALITY AND DIVERSITY ISSUES

8.1 There are no Equality and Diversity implications arising as a result of the proposed action.

9.0 CLIMATE CHANGE IMPLICATIONS

9.1 None

10.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972

10.1 There are no background papers under the meaning of the Act.

APPENDIX A

LICENCE FEES

| | | | Statutory / Discretionary |
|---|----------|----------|------------------------------|
| | 2022/23 | 2023/24 | Charge (S/D) |
| Hackney Carriage & Private Hire Charges Single Status Driver | 040.00 | 0.10.00 | |
| First Grant (max 3 year licence) | 210.00 | 210.00 | D |
| First Grant - inc DBS (max 3 year licence) | 250.50 | 250.50 | |
| Renewal (max 3 year licence) | 192.00 | 192.00 | D |
| Renewal - inc DBS (max 3 year licence) | 232.00 | 232.00 | |
| Replacement Badges | 13.20 | 13.20 | D |
| Hackney Carriage & Private Hire Charges Vehicle Licence | | | |
| Grant and Renewals 1 Year – Hackney Carriage ++ ## Note: £21.50 added for to recover the costs of the Hackney Carriage Vehicle | 268.00 | 268.00 | D |
| unmet demand survey | 0.40.50 | 0.40.50 | |
| Grant and Renewals 1 Year – Private Hire ++ ## | 248.50 | 248.50 | D |
| Fransfer of Exisiting Vehicle Licence | 31.00 | 31.00 | D |
| Temporary Transfer Fees (Licence issued for a maximum of 2 months) | 97.50 | 97.50 | |
| Replacement Vehicle Plate (each) | 19.70 | 19.70 | |
| Replacement Bracket (each) | 19.70 | 19.70 | D |
| Replacement Doors Stickers Private Hire (Pair) | 26.00 | 26.00 | |
| Replacement Internal plate | 13.20 | 13.20 | |
| Change to Personalised Number Plate | 57.60 | 57.60 | D |
| Private Hire Operator Licence: | 300.00 | 300.00 | |
| Private Hire Operator Licence (5 years) | 600.00 | 600.00 | D |
| Hackney Carriage & Private Hire Charges Lowerhouse Lane Depot Fees | | | |
| Hackney Carriage and Private Hire - Vehicle Test Fee | 63.00 | 63.00 | D |
| Hackney Carriage and Private Hire - Vehicle Re-test Fee | 25.25 | 25.25 | D |
| Hackney Carriage and Private Hire - Vehicle Test Un-notified Cancellation Fee | 24.25 | 24.25 | D |
| Notes | | | |
| Hackney Carriage and Private Hire - ++Includes Taximeter Sealing Fee | | | |
| Owners of Private Hire Vehicles that are not equipped with meters may apply for the meter charge to be discounted from the annual licence fee ## Unless part of a | | | |
| single transaction involving a simultaneous grant in which case £30.50 | | | |
| Street Trading | | | _ |
| First Grant & Renewal | 426.00 | 426.00 | |
| Additional Vehicles (Per Vehicle) | 212.00 | 212.00 | D |
| Static" First Grant | 491.00 | 491.00 | |
| Change of Vehicle | 32.40 | 32.40 | |
| Daily Fee for Temporary Extension of Existing Consent (max 5 days per year) | 72.50 | 72.50 | D |
| Daily Fee for Temporary Consent (max 5 days per year) | 110.00 | 110.00 | |
| Hawkers etc. Cheshire County Council Act | 253.00 | 253.00 | D |
| Sex Establishments* | 1,558.00 | 1,558.00 | D |
| Scrap Metal Dealers | 212.00 | 212.00 | D |
| Notes | | | |
| The expression "Sex Establishment" includes Sex Entertainment Venues, Sex Cinemas and Sex Shops | | | |
| OCAL LAND CHARGES (Search Fees) | | | |
| Form CON29R | 80.00 | 86.00 | D |
| Official Search (CON29) - | 80.00 | 86.00 | D |
| Each additional (CON29) parcel*** | 80.00 | 86.00 | |
| CON29O Optional Enquiries (per person, per parcel) | 12.00 | 13.00 | D |
| Each Additional Enquiry | 26.00 | 28.00 | D |
| Notes | | _5.50 | _ |
| | | | |
| **Parcel of land means land (including a building or part of a building) which is | | | |
| ***Parcel of land means land (including a building or part of a building) which is | | | |
| separately occupied or separately rated, in separate ownership. For the | | | |
| | | | |

HIGHWAYS

| | 2022/23 | 2023/24 | Statutory / Discretionary Charge (S/D) |
|---|--|--|--|
| Road Traffic Regulation Act 1984 | | | 3 (, |
| Temporary Order at request of a third party | 2,200.00 | 2,376.00 | D |
| Temporary Order at request of non-commercial organisations – Section 16A plus actual cost of advertising | 150.00 | 162.00 | D |
| Temporary Closure Notice (incl emergency) at request of a third party | 380.00 | 410.00 | D |
| Diversionary Notice at request of a third party | 320.00 | 346.00 | D |
| Highways Act 1980 | | | |
| Applying to the Magistrates Court for an Order to stop up or divert a highway - Permanen closure (Excluding appeal costs). Also applies to closures/diversions under Town & Country Planning Act 1990 | 772.00 | | D |
| lssuing of Scaffolding/Hoarding permit | 105.00 | 113.00 | D |
| Issuing of Scaffolding/Hoarding permit (Additional week or part thereof) – Note, 2021/22 charge increased by 14% ain of reducing occupancy on highway | 42.50 | 46.00 | D |
| Issuing of Skip Permit – Initial Fee (up to 14 days) | 42.00 | 45.50 | D |
| Skip Permit – Additional periods (each additional 7 days) | 21.00 | 22.50 | D |
| Skip found without a licence (plus current permit fee) | 120.00 | 130.00 | D |
| Removal of unauthorised skip | At cost plus 15% admin | At cost plus 15% admin | |
| | fee | fee | D |
| Issuing of Cherry Picker/Mobile Platform permit (Initial week) Issuing of Cherry picker/Mobile Platform permit (Additional week or part thereof) | 105.00 36.00 | | |
| Issuing of permits to erect structures/equipment over or under the highway (Minimum £80) | At cost plus 15% admin fee | At cost plus 15% admin fee | D |
| Construction of vehicular crossings on footways | As agreed by the Strategic | As agreed by the Strategic | |
| | Director | Director | D |
| Section 38 Agreements | 10% of works cost. Minimum charge £2,613 | 10% of works cost. Minimum charge £2,822 | D |
| NOTE: If construction of road foundation commences before agreement is in place, then | 22,013 | 22,022 | D |
| an additional fee of £2,690.00 will be payable PLUS Legal Agreement fee as detailed below | | | |
| (a) Basic Agreement | 824.00 | 889.92 | D |
| (b) Moderately Complex | 024.00 | 009.92 | |
| Agreement Noderately Complex | 1,374.00 | 1,483.92 | D |
| (c) Highly Complex Agreement | 2,192.00 | 2,367.36 | D |
| NOTE: The Council will determine the appropriate agreement | A a caread | An agreed | |
| Section 278 Agreements | As agreed by the Strategic | As agreed by the Strategic | |
| AM Division II | Director | Director | D |
| Alfresco Dining Areas Licence | 100.00 | | |
| 'A' Board Licence – Per Annum | 60.00 | | |
| Shop Displays Licence – Per Annum Other Part Vlla e.g. Promotions & Leisure – Commercial Organisations. (Applications made within 7 working days of the event will incur an additional administration fee of | 133.00 | | |
| £130.00) | As agreed | As agreed | D |
| Other Part VIIa e.g. Promotions & Leisure – Non-Commercial Organisations | by the Strategic Director | by the Strategic Director | D |
| Minor Highways Works Permits | | 1,728.00 plus | D |
| NOTE: The refundable cash bond is the value of the works as determined by the Council | | refundable cash bond | |
| Clearance of Accident Debris/Unauthorised obstructions on the Highway | At Cost plus 15% Admin Fee | At Cost plus 15% Admin Fee | D |
| Structural checking and technical approval of highways structures | As agreed by the Strategic Director | As agreed by the Strategic Director | D |

| | 2022/23 | 2023/24 | Statutory / Discretionary Charge (S/D) |
|---|------------------|------------------|--|
| Relocation of Lighting Column at Request of Third Party | 2022/23 | 2023/24 | Charge (3/D) |
| recoodation of Eighting Column at resquest of Third Tarty | At Cost plus | At Cost plus | |
| Commercial Organisations | 15% Admin Fee | 15% Admin Fee | D |
| Non-commercial organisations | 650.00 | 702.00 | D |
| Highway Searches | | | |
| Letter and plan showing adopted highway | 59.00 | 63.72 | D |
| Additional questions | 19.00 | 20.52 | D |
| Signing | | | |
| 99 | At Cost plus | At Cost plus | |
| Design and Erection of a Traffic Sign(s) at the request of a third party | 15% Admin | 15% Admin | |
| sesign and Erection of a riamic eign(s) at the request of a time party | Fee | Fee | D |
| nitial Assessment of Application for Tourism Signs | | | |
| nitial Assessment of Application for Tourism Signs | 155.00 | | |
| Provision of H Bar Road Markings | 110.00 | 115.00 | D |
| Authorisation of Temporary Direction Signs (Normally for Housing Developments and | 170.00 | 180.00 | |
| Temporary Events) | 170.00 | 180.00 | . |
| | No charge | No charge | D |
| | _ | | |
| Provision of Disabled Persons Parking Space (subject to meeting criteria) | subject to | subject to | |
| | meeting | meeting | |
| | criteria | criteria | D |
| Fraffic Signals | | | |
| Supply of Information on Operation of Traffic Signals | 255.00 | 275.00 | D |
| Switching Off/On Traffic Signals and Bagging Over heads during normal working hours | 645.00 | 696.00 | |
| (08.00 - 19.00; Monday - Saturday (excluding bank holidays)) – | | | D |
| Switching Off/On Traffic Signals and Bagging Over outside normal working hours - | 750.00 | 810.00 | D |
| Bagging over traffic signal head | 21.00 | 23.00 | D |
| Bagging over pedestrian push button / demand unit | 10.50 | 11.50 | D |
| Temporary Portable Traffic Signals (Multi Phase) (Administration Fee) | 180.00 | 194.00 | D |
| Street Name and Numbering | | | |
| Up to 2 Dwellings | 45.00 | 48.60 | D |
| Between 3 and 10 dwellings | 221.00 | | |
| Schemes Over 10 dwellings | 414.00 | | D |
| Re-numbering of properties where original numbering has already been confirmed | 56.00 | | D |
| The finding of properties where original numbering has already been confirmed | 30.00 | 00.40 | |
| Road Safety | | | |
| Supply of Accident Data (per road/junction for up to 3 years) | 190.00 | | D |
| | As agreed | As agreed | |
| Road Safety Courses | by the | by the | |
| | Strategic | Strategic | |
| | Director | Director | D |
| Traffic Data | | | |
| Supply of Automatic Traffic Count Data | 170.00 | 180.00 | D |
| | | | |
| Closure of Bus Stop for Roadworks | 100.00 | 207.00 | |
| Closure of Bus Stop for Roadworks (per stop) | 192.00 | | |
| Commissioning of Temporary Stop (per stop) | 192.00 | | |
| Bus Stop Closure Notice and Notice to the Public (per stop) | 104.00 | 112.00 | D |
| Section 50 - Street Works Income (i) All Apparatus | | | |
| Minor Works | 435.00 | 470.00 | D |
| Standard Works | 865.00 | 934.00 | D |
| Major Works | 1,735.00 | 1,873.00 | D |
| | | | |

PLANNING

<u>PRE APPLICATION PLANNING FEE SCHEDULE</u> Charges for pre application are applied prior to planning requests being submitted to the Council. Planning application fees are set nationally.

| Development Category | Charging Rates 2023/24 |
|--|---|
| Category A – Householder Development | £130 – unaccompanied visit and formal response to request. Meetings can be arranged by agreement with the Case Officer at a cost of £100 per hour per Officer. |
| Category B – Minor Development See also notes: (1), (2) | £310 to cover one unaccompanied site visit and formal response to request. Meetings can be arranged by agreement with the Case Officer at a cost of £100 per hour per Officer. Hourly rate thereafter –This could involve officers from various Departments including e.g Environmental Health, Legal, Highways, Open Spaces etc. |
| Category C – Intermediate Development See also notes: (1), (2), | £620 to cover one site visit, formal response to request and one meeting. Hourly rate thereafter –This could involve officers from various Departments including e.g Environmental Health, Legal, Highways, Open Spaces etc. |
| Category D – Small Scale Development See also notes: (1), (2), | £1500 to cover one site visit, formal response to request and up to two meetings. Hourly rate thereafter –This could involve officers from various Departments including e.g Environmental Health, Legal, Highways, Open Spaces etc. |
| Category E – Significant Development See also notes: (1), (2), | £2500 to cover one site visit, formal response to request and up to two meetings. Hourly rate thereafter –This could involve officers from various Departments including e.g Environmental Health, Legal, Highways, Open Spaces etc. |
| Category F – Large Scale Development See also notes: (1), (2), | £3000 for schemes of 50 houses plus an additional fee of £100 per house over 50 houses to a maximum fee of £30000. Fee covers one site visit, formal response to request and up to two meetings. Hourly rate thereafter –This could involve officers from various Departments including e.g Environmental Health, Legal, Highways, Open Spaces etc |

Notes

(1) Current hourly rate is £100 per hour for all Officers.

Householder (Category A) meetings and Minor Development (Category B) meetings, where requested, are with the Case Officer. Additional officers at hourly rate.

Meetings included in Categories C to F include the Case Officer and a Highways Officer. Additional officers will be charged at an hourly rate.

(2) Green Belt/Conservation Areas/Listed Buildings: Proposals involving one or more of these categories will incur additional fees due to the additional considerations involved. Additional fees for Category A £100, Category B £150, Category C £250, Category D £350, Category E £500, Category F £1000

ADULT SOCIAL CARE

| | 2022/23 | 2023/24 | Statutory / Discretionary Charge (S/D) |
|---|---------------|-------------|--|
| Maximum Charges for Community Based Care | 2022/23 | 2023/24 | Charge (3/D) |
| maximum changes for community bacca care | Full cost | Full cost | |
| | recovery as | recovery as | |
| Domiciliary Care (per hour) – Note – Full cost recovery applies if above threshold level | per charge | per charge | |
| Dofficiliary Care (per flour) - Note - Full cost recovery applies if above the should level | by care | by care | |
| | provider | provider | s |
| | Full cost | Full cost | 3 |
| | | | |
| Decidential Core. Note: Full cost recovery and lies if the cut threehold level | recovery as | recovery as | |
| Residential Care – Note – Full cost recovery applies if above threshold level | per charge | per charge | |
| | by care | by care | |
| | provider | provider | S |
| Day Care (per session) | 17.75 | 19.15 | |
| Family Placement (per session) | 17.75 | 19.15 | |
| Naughton Fields and Barkla Fields Support Charge (per week) | 14.55 | 15.70 | D |
| Key Safe | 59.50 | 64.25 | D |
| Transport (per journey) | 3.35 | 3.65 | D |
| | | | |
| Meals in the Community | | | |
| Family Placement Breakfast | 2.25 | 2.45 | D |
| Family Placement Lunch | 2.70 | 2.95 | D |
| Family Placement Tea | 2.55 | 2.75 | D |
| Meals - Delivered to People in Their Own Homes | 4.30 | 5.35 | D |
| Meals - Tea Time Pack Delivered to People in Their Own Home | 3.00 | | |
| mode Tod Time Fact Bontored to Feeple in Their Chiritonie | 0.00 | 0.70 | |
| Charges Community Based Services | | | |
| Pitch Charges (weekly) Riverview Gypsy Site 21 pitches @ | 65.60 | 71.65 | D |
| Pitch Charges (weekly) Riverview Gypsy Site 1 pitch @ | 76.90 | | |
| Water & Sewerage (weekly) - Riverview Gypsy Site | 16.00 | | |
| Combined Pitch and Water/Sewerage Charge – Canalside Traveller Site | 88.40 | | |
| Pitch Charges (daily) - Transit Site | 14.65 | | |
| 5 , <i>1</i> / | | | |
| Charges to Other Local Authorities | | | |
| Older People in Residential Intermediate Care (per week) | 742.05 | 801.40 | D |
| Adults in Supported Accommodation (per week) Bredon | 643.10 | 694.55 | D |
| Day Care - Older People (per session) | 51.35 | 55.45 | D |
| Day Care - Adults with Learning Disability (per session) | 91.15 | | D |
| Day Care - Adults with Physical/Sensory Disability (per session) | 105.55 | | |
| | | | |
| Appointee/Deputyship Charges* | | | |
| Securing Property | 110.00 | 120.00 | D |
| Continuous Monitoring of Property (when property holder is unable - cost per hour) | 27.50 | 30.00 | D |
| Storage of Wills (annual cost) | 27.50 | 30.00 | D |
| Property Searches, Meter Readings etc (cost per hour) | 30.00 | 32.50 | D |
| Charging structure for the Appointeeship Service: | | | |
| Appointeeship clients (residential) per annum | 380.00 | 650.00 | D |
| Appointeeship clients (community based) per annum. | 625.00 | | |
| -FE | charged in | | |
| | accordance | | |
| | with the fees | | |
| Deputyship clients | set by the | set by the | |
| Deputyonip onemo | | | |
| | Office of the | | |
| | Public | | |
| | Guardian | | |
| Duchy of Lancaster Referrals (where people have died intestate) | Actual cost | | |
| Applications to the Court of Protection | Actual cost | | |
| Administration charge following a client leaving the Appointeeship service. | 300.00 | | |
| Funeral Arrangements | 360.00 | 375.00 | D |
| Same day payment of personal allowances | 5.00 | 5.00 | D |

| | 2022/23 | 2023/24 | Statutory / Discretionary Charge (S/D) |
|--|---------|---------|--|
| Community Wardens/Lifeline Charges | | | |
| Single Occupancy – per person charge | | | |
| Level 1 Call centre monitoring plus community warden reactive response. (Assessment and support plan, review within the first 6 weeks and then 6 monthly, unless further review is indicated.) | 6.60 | 7.15 | D |
| Level 2 Call centre monitoring plus reactive callout. Community warden visits up to two weekly, according to assessed need and support planning. | 10.60 | 11.45 | D |
| Houses of Multiple Occupation | 3.50 | 3.80 | D |
| Fees for Licensing Residential Park Home Sites | | | |
| New License Application: 1-5 Pitches | 530.40 | 572.85 | D |
| New License Application: 6-15 Pitches | 571.20 | 616.90 | D |
| New License Application: 16-45 Pitches | 612.00 | 660.95 | D |
| New License Application: >46 Pitches | 652.80 | 705.00 | D |
| Transfer of Existing License: 1-5 Pitches | 132.60 | 143.20 | D |
| Transfer of Existing License: 6-15 Pitches | 132.60 | 143.20 | D |
| Transfer of Existing License: 16-45 Pitches | 132.60 | 143.20 | D |
| Transfer of Existing License: >46 Pitches | 132.60 | 143.20 | D |
| Application to vary a Site License: 1-5 Pitches | 219.30 | 236.85 | D |
| Application to vary a Site License: 6-15 Pitches | 275.40 | 297.45 | D |
| Application to vary a Site License: 16-45 Pitches | 326.40 | 352.50 | D |
| Application to vary a Site License: >46 Pitches | 382.50 | 413.10 | D |
| Annual License Fee: 1-5 Pitches | 86.70 | 93.65 | D |
| Annual License Fee: 6-15 Pitches | 112.20 | 121.20 | D |
| Annual License Fee: 16-45 Pitches | 173.40 | 187.25 | D |
| Annual License Fee: >46 Pitches | 341.70 | 369.05 | D |
| Deposit of Site Rules: 1-5 Pitches | 32.90 | 35.55 | D |
| Deposit of Site Rules: 6-15 Pitches | 32.90 | 35.55 | D |
| Deposit of Site Rules: 16-45 Pitches | 32.90 | 35.55 | D |
| Deposit of Site Rules: >46 Pitches | 32.90 | 35.55 | D |

CHILDREN'S SOCIAL CARE

| | 2022/23 | 2023/24 | Statutory / Discretionary Charge (S/D) |
|---|---------|---------|--|
| Halton Lodge Children's Centre | | | |
| Meeting Room – Voluntary Group Hourly Rate | 7.30 | 7.90 | D |
| Meeting Room – Voluntary Group Daily Rate | 39.20 | 42.30 | D |
| Meeting Room – Private Group Hourly Rate | 9.50 | 10.30 | D |
| Meeting Room – Private Group Daily Rate | 54.60 | 59.00 | D |
| Training Room 1&2 – Voluntary Group Hourly Rate | 7.30 | 7.90 | D |
| Training Room 1&2– Voluntary Group Daily Rate | 39.20 | 42.30 | D |
| Training Room 1&2 – Private Group Hourly Rate | 9.50 | 10.30 | D |
| Training Room 1&2 – Private Group Daily Rate | 54.60 | 59.00 | D |
| Training Room 1 – Voluntary Group Hourly Rate | 3.90 | 4.20 | D |
| Training Room 1– Voluntary Group Daily Rate | 16.10 | 17.40 | D |
| Training Room 1 – Private Group Hourly Rate | 6.20 | 6.70 | D |
| Training Room 1 – Private Group Daily Rate | 31.40 | 33.90 | D |
| Training Room 2 – Voluntary Group Hourly Rate | 3.90 | 4.20 | D |
| Training Room 2– Voluntary Group Daily Rate | 16.10 | 17.40 | D |
| Training Room 2 – Private Group Hourly Rate | 6.20 | 6.70 | D |
| Training Room 2 – Private Group Daily Rate | 31.40 | 33.90 | D |
| Community Room – Voluntary Group Hourly Rate | 5.00 | 5.40 | D |
| Community Room – Voluntary Group Daily Rate | 23.80 | 25.70 | D |
| Community Room – Private Group Hourly Rate | 7.90 | 8.50 | D |
| Community Room – Private Group Daily Rate | 43.60 | 47.10 | D |
| Quiet Room – Voluntary Group Hourly Rate | 2.90 | 3.10 | D |
| Quiet Room – Voluntary Group Daily Rate | 11.10 | 12.00 | D |
| Quiet Room – Private Group Hourly Rate | 5.70 | 6.20 | D |
| Quiet Room – Private Group Daily Rate | 27.70 | 29.90 | D |
| Halton Brook Children's Centre | | | |
| Meeting Room – Voluntary Group Hourly Rate | 7.30 | 7.90 | D |
| Meeting Room – Voluntary Group Daily Rate | 39.20 | 42.30 | D |
| Meeting Room – Private Group Hourly Rate | 9.50 | 10.30 | D |
| Meeting Room – Private Group Daily Rate | 54.60 | 59.00 | D |

| | 2022/23 | 2023/24 | Statutory / Discretionary Charge (S/D) |
|---|---------|---------|--|
| Windmill Hill Children's Centre | | | |
| Play Room – Voluntary Group Hourly Rate | 9.50 | 10.30 | D |
| Play Room – Voluntary Group Daily Rate | 54.60 | 59.00 | D |
| Play Room – Private Group Hourly Rate | 11.70 | 12.60 | D |
| Play Room – Private Group Daily Rate | 70.00 | 75.60 | D |
| Training Room – Voluntary Group Hourly Rate | 7.30 | 7.90 | D |
| Training Room – Voluntary Group Daily Rate | 39.20 | 42.30 | D |
| Training Room – Private Group Hourly Rate | 9.50 | 10.30 | D |
| Training Room – Private Group Daily Rate | 54.60 | 59.00 | D |
| Family Room – Voluntary Group Hourly Rate | 5.00 | 5.40 | D |
| Family Room – Voluntary Group Daily Rate | 23.80 | 25.70 | D |
| Family Room – Private Group Hourly Rate | 7.90 | 8.50 | D |
| Family Room – Private Group Daily Rate | 43.60 | 47.10 | D |
| | | | |
| Brookvale Children's Centre | | | |
| Woodhatch Room – Voluntary Group Hourly Rate | 9.50 | 10.30 | D |
| Woodhatch Room – Voluntary Group Daily Rate | 54.60 | 59.00 | D |
| Woodhatch Room – Private Group Hourly Rate | 11.70 | 12.60 | D |
| Woodhatch Room – Private Group Daily Rate | 70.00 | 75.60 | D |
| Wellbrook Room – Voluntary Group Hourly Rate | 7.30 | 7.90 | D |
| Wellbrook Room – Voluntary Group Daily Rate | 39.20 | 42.30 | D |
| Wellbrook Room – Private Group Hourly Rate | 9.50 | 10.30 | D |
| Wellbrook Room – Private Group Daily Rate | 54.60 | 59.00 | D |
| Helston Room – Voluntary Group Hourly Rate | 5.70 | 6.20 | D |
| Helston Room – Voluntary Group Daily Rate | 27.70 | 29.90 | D |
| Helston Room – Private Group Hourly Rate | 7.90 | 8.50 | D |
| Helston Room – Private Group Daily Rate | 43.60 | 47.10 | D |
| Kilncroft Room – Voluntary Group Hourly Rate | 4.40 | 4.80 | D |
| Kilncroft Room – Voluntary Group Daily Rate | 19.90 | 21.50 | D |
| Kilncroft Room – Private Group Hourly Rate | 6.80 | 7.30 | D |
| Kilncroft Room – Private Group Daily Rate | 35.20 | 38.00 | D |
| Portleven Room – Voluntary Group Hourly Rate | 4.40 | 4.80 | D |
| Portleven Room – Voluntary Group Daily Rate | 19.90 | 21.50 | D |
| Portleven Room – Private Group Hourly Rate | 6.80 | 7.30 | D |
| Portleven Room – Private Group Daily Rate | 35.20 | 38.00 | D |
| Clovelly Room – Voluntary Group Hourly Rate | 4.40 | 4.80 | D |
| Clovelly Room – Voluntary Group Daily Rate | 19.90 | 21.50 | D |
| Clovelly Room – Private Group Hourly Rate | 6.80 | 7.30 | D |
| Clovelly Room – Private Group Daily Rate | 35.20 | 38.00 | D |
| Hanover Full Room – Voluntary Group Hourly Rate | 9.50 | 10.30 | D |
| Hanover Full Room – Voluntary Group Daily Rate | 54.60 | 59.00 | |
| Hanover Full Room – Private Group Hourly Rate | 11.70 | 12.60 | D |
| Hanover Full Room – Private Group Daily Rate | 70.00 | 75.60 | |
| Hanover Half Room – Voluntary Group Hourly Rate | 4.70 | 5.10 | |
| Hanover Half Room – Voluntary Group Daily Rate | 27.40 | 29.60 | D |
| Hanover Half Room – Private Group Hourly Rate | 7.30 | 7.90 | |
| Hanover Half Room – Private Group Daily Rate | 34.80 | 37.60 | D |

| | 2022/23 | 2023/24 | Statutory / Discretionary Charge (S/D) |
|---|---------|---------|--|
| Ditton Library | | | 3 (, |
| Community Room & Kitchen– Voluntary Group Hourly Rate | 9.50 | 10.30 | D |
| Community Room &Kitchen – Voluntary Group Daily Rate | 54.60 | 59.00 | D |
| Community Room & Kitchen – Private Group Hourly Rate | 11.70 | 12.60 | D |
| Community Room & Kitchen – Private Group Daily Rate | 70.00 | 75.60 | D |
| Quiet Room – Voluntary Group Hourly Rate | 3.40 | 3.70 | D |
| Quiet Room – Voluntary Group Daily Rate | 12.20 | 13.20 | D |
| Quiet Room – Private Group Hourly Rate | 5.80 | 6.30 | D |
| Quiet Room – Private Group Daily Rate | 27.70 | 29.90 | D |
| Play Room – Voluntary Group Hourly Rate | 5.80 | 6.30 | D |
| Play Room – Voluntary Group Daily Rate | 27.70 | 29.90 | D |
| Play Room – Private Group Hourly Rate | 7.90 | 8.50 | D |
| Play Room – Private Group Daily Rate | 42.90 | 46.30 | D |
| Ditton Children's Centre | | | |
| Conference Room – Voluntary Group Hourly Rate | 7.30 | 7.90 | D |
| Conference Room – Voluntary Group Daily Rate | 39.20 | 42.30 | D |
| Conference Room – Private Group Hourly Rate | 9.50 | 10.30 | D |
| Conference Room – Private Group Daily Rate | 54.60 | 59.00 | D |
| Community Room – Voluntary Group Hourly Rate | 5.70 | 6.20 | D |
| Community Room – Voluntary Group Daily Rate | 27.70 | 29.90 | D |
| Community Room – Private Group Hourly Rate | 7.90 | 8.50 | D |
| Community Room – Private Group Daily Rate | 42.90 | 46.30 | D |
| Quiet Room – Voluntary Group Hourly Rate | 3.40 | 3.70 | D |
| Quiet Room – Voluntary Group Daily Rate | 12.20 | 13.20 | D |
| Quiet Room – Private Group Hourly Rate | 5.80 | 6.30 | D |
| Quiet Room – Private Group Daily Rate | 27.70 | 29.90 | D |
| Upton Children's Centre | | | |
| Meeting Room – Voluntary Group Hourly Rate | 5.60 | 6.00 | D |
| Meeting Room – Voluntary Group Daily Rate | 27.10 | 29.30 | D |
| Meeting Room – Private Group Hourly Rate | 7.70 | 8.30 | D |
| Meeting Room – Private Group Daily Rate | 42.00 | 45.40 | D |
| Play Room – Voluntary Group Hourly Rate | 7.10 | 7.70 | D |
| Play Room – Voluntary Group Daily Rate | 38.40 | 41.50 | D |
| Play Room – Private Group Hourly Rate | 9.30 | 10.00 | D |
| Play Room – Private Group Daily Rate | 53.40 | 57.70 | D |

| | 2022/23 | 2023/24 | Statutory / Discretionary Charge (S/D) |
|---|---------|---------|--|
| Warrington Road Children's Centre | | | , , , |
| Buttercup Room – Voluntary Group Hourly Rate | 9.50 | 10.30 | D |
| Buttercup Room – Voluntary Group Daily Rate | 54.60 | 59.00 | D |
| Buttercup Room – Private Group Hourly Rate | 11.70 | 12.60 | D |
| Buttercup Room – Private Group Daily Rate | 70.00 | 75.60 | D |
| Daisy Room – Voluntary Group Hourly Rate | 5.80 | 6.30 | D |
| Daisy Room – Voluntary Group Daily Rate | 27.70 | 29.90 | D |
| Daisy Room – Private Group Hourly Rate | 7.90 | 8.50 | D |
| Daisy Room – Private Group Daily Rate | 42.90 | 46.30 | D |
| Daffodil Room – Voluntary Group Hourly Rate | 5.80 | 6.30 | D |
| Daffodil Room – Voluntary Group Daily Rate | 27.70 | 29.90 | D |
| Daffodil Room – Private Group Hourly Rate | 7.90 | 8.50 | D |
| Daffodil Room – Private Group Daily Rate | 42.90 | 46.30 | D |
| Daisy and Daffodil Room – Voluntary Group Hourly Rate | 9.50 | 10.30 | D |
| Daisy and Daffodil Room – Voluntary Group Daily Rate | 54.60 | 59.00 | D |
| Daisy and Daffodil Room – Private Group Hourly Rate | 11.70 | 12.60 | D |
| Daisy and Daffodil Room – Private Group Daily Rate | 70.00 | 75.60 | D |
| Kitchen – Voluntary Group Hourly Rate | 9.50 | 10.30 | D |
| Kitchen – Voluntary Group Daily Rate | 54.60 | 59.00 | D |
| Kitchen – Private Group Hourly Rate | 11.70 | 12.60 | D |
| Kitchen – Private Group Daily Rate | 70.00 | 75.60 | D |
| Poppy Room – Voluntary Group Hourly Rate | 3.40 | 3.70 | D |
| Poppy Room – Voluntary Group Daily Rate | 12.20 | 13.20 | D |
| Poppy Room – Private Group Hourly Rate | 5.80 | 6.30 | D |
| Poppy Room – Private Group Daily Rate | 27.70 | 29.90 | D |
| Kingsway Children's Centre | | | |
| Community Room – Voluntary Group Hourly Rate | 9.50 | 10.30 | D |
| Community Room – Voluntary Group Daily Rate | 54.60 | 59.00 | D |
| Community Room – Private Group Hourly Rate | 11.70 | 12.60 | D |
| Community Room – Private Group Daily Rate | 70.00 | 75.60 | D |
| Quiet Room – Voluntary Group Hourly Rate | 3.40 | 3.70 | D |
| Quiet Room – Voluntary Group Daily Rate | 12.20 | 13.20 | D |
| Quiet Room – Private Group Hourly Rate | 5.80 | 6.30 | D |
| Quiet Room – Private Group Daily Rate | 27.70 | 29.90 | D |
| Meeting Room – Voluntary Group Hourly Rate | 4.40 | 4.80 | D |
| Meeting Room – Voluntary Group Daily Rate | 19.90 | 21.50 | D |
| Meeting Room – Private Group Hourly Rate | 6.80 | 7.30 | D |
| Meeting Room – Private Group Daily Rate | 35.20 | 38.00 | D |
| For All Above - Equipment HireTV,OHP,Projector,DVD Player available at an hourly rate of £2.75 each | | | |
| For All Above - 25% discount on all block bookings over 10 sessions | | | |
| Early Years Day Care Parental Fees | | | |
| Warrington Road Bambini Daycare Centre | | | |
| Full Day 8am – 6pm | 41.30 | 41.30 | D |
| Morning 8am – 1pm | 27.25 | 27.25 | D |
| Afternoon 1pm – 6pm | 26.25 | 26.25 | D |
| Ditton Early Years Centre | | | |
| Full Day 8am – 6pm | 41.30 | 41.30 | D |
| Morning 8am – 1pm | 27.25 | 27.25 | D |
| Afternoon 1pm – 6pm | 26.25 | 26.25 | D |

OPEN SPACES

| | 2022/23 | 2023/24 | Statutory / Discretionary Charge (S/D) |
|---|--|--|--|
| Allotments | | | |
| Allotment Plot | 0.47p m2 | 0.51p m2 | D |
| New Tenant Admin Fee (includes £20 refundable cost of key) | 43.50 | 47.00 | D |
| Cemeteries and Crematorium Charges | | | |
| Purchase of Exclusive Right of Burial (50 year lease): | | | |
| Three interments | 1,000.00 | 1,080.00 | D |
| One or two interments | 886.00 | 957.00 | D |
| Cremated remains grave | 530.00 | 572.00 | D |
| Extension of lease for further 50 years after initial purchase | Nil | Nil | |
| Three Interments | 1,000.00 | 1,080.00 | D |
| One or two interments | 886.00 | 957.00 | D |
| Cremated remains grave | 530.00 | 572.00 | D |
| Price includes fee for concrete beam for installation of memorial | | | |
| Interment Fees (Mon to Thurs 10am to 3pm and Fri 10am to 2pm): | | | |
| 1 interment - adult | 835.00 | 901.00 | D |
| 2 interments - adult | 945.00 | 1,021.00 | D |
| 3 interments - adult | 1,060.00 | 1,145.00 | D |
| Stillborn child or child not exceeding 12 months | Nil | , Nil | D |
| Burial of cremated remains (Mon-Fri) | 210.00 | 227.00 | D |
| Burial of two cremated caskets at same time or double cremated remains casket (Mon-Fr | 316.00 | 341.00 | D |
| Burial of two cremated remains casket/double casket at the same time – non-resident | 605.00 | 654.00 | D |
| Burial of Body Parts/ Organs | 80.00 | 86.50 | D |
| Burial of cremated remains child under 16 (Mon-Fri) | Nil | Nil | D |
| Additional fee outside of core times (Monday to Thursday 10.00 a.m. – 2.00 pm, Friday – 10.00 a.m. to 1.30 pm). | 147.00 | 159.00 | D |
| Saturday morning additional fee (full burials) | +50% of interment fee | plus 50% of interment fee | |
| Non-resident charge for Internments (If Previous Borough resident when grave purchased – no extra charge) | plus 100% of Halton resident fee | plus 100% of Halton resident fee | |
| Late Arriving Funeral – 10 minutes or more | 55.00 | 60.00 | D |
| Incorrect coffin size for Cremation or Burial | 75.00 | 81.00 | D |
| Excessive coffin length for Burial (over 6ft 6) | 75.00 | 81.00 | D |
| Indemnity fee | 95.00 | 102.00 | D |
| Use of Crematorium Chapel for funeral service | 127.00 | 137.00 | D |
| Transfer of Ownership of Exclusive Right of Burial | 95.00 | 102.00 | D |
| Replacement Grave Deed | 55.00 | 60.00 | D |
| Grave search – up to 10 names | 45.00 | 48.60 | D |

| | 2022/23 | 2023/24 | Statutory / Discretionary Charge (S/D) |
|--|------------|------------|--|
| Memorials: | | | |
| New Headstone | 195.00 | 210.00 | D |
| Additional Inscription | 55.00 | 60.00 | D |
| Vase/tablet/book – up to 18" x 12" x 12" | 77.00 | 83.00 | D |
| Registration of BRAMM registered masons | nil | Nil | D |
| Inscription to Baby Headstone in Baby Garden | 67.00 | 72.00 | D |
| Replacement headstone/kerb/refix to NAMM | Nil | Nil | D |
| Memorial Benches (10 year lease) | | | |
| 5ft hardwood bench, with engraved plaque | 827.00 | 894.00 | D |
| Renewal of 10 year lease (existing bench) | 739.00 | 798.00 | D |
| Crematorium Charges | | | |
| Cremation charge – adult | 815.00 | 880.00 | D |
| Cremation charge – child (1 year-16 years) | Nil | Nil | D |
| Cremation charge – child under 1 year | Nil | Nil | D |
| Cremation charge – after anatomical examination | 415.00 | 449.00 | D |
| Cremation webcast Live service charge | 30.00 | 32.40 | D |
| Cremation webcast service charge | 46.50 | 50.00 | D |
| Cremation webcast physical Copy (DVD/Blu-Ray/USBcharge service) | 52.50 | 56.80 | D |
| Scattering of remains (cremation at Widnes Crematorium) – Monday to Friday | 75.00 | 81.00 | D |
| Scattering of remains (no attendance) when cremation has taken place at another crematorium - Monday to Friday | 122.00 | 132.00 | D |
| Scattering of Ashes no appointment (other crematorium) | 50.00 | 54.00 | D |
| Casket – wooden | 82.00 | 88.60 | D |
| Token box | 25.00 | 27.00 | D |
| Storage of cremated remains after one calendar month from date of cremation | 80.00 | 86.50 | D |
| Postage of cremated remains (by secure carrier) | By request | By request | _ |
| Certified Extract from the Cremation Register | 57.00 | 61.50 | D |
| Certified Extract from the Gremation (Negrister | 37.00 | 01.50 | |
| Miscellaneous Charges | | | |
| Civil Funeral Celebrant | 209.00 | 226.00 | D |
| Reprinting of Invoice Schedule | 27.00 | 29.00 | D |
| Incomplete cremation forms | 10.00 | 10.75 | D |
| Late Cremation / Burial Forms | 25.00 | 27.00 | D |
| Storage of Headstone After Burial - Up to 6 Months - Note, cost not recovered | Nil | Nil | D |
| Storage of Headstone After Burial - Monthly Charge Thereafter - Note increase in charge | 25.00 | 27.00 | D |
| reflects actual cost | | | |
| Release fee after hours from any Halton Cemetery | 50.00 | 54.00 | D |
| Plaques (10 year lease) | | | |
| Bronze plaque | 284.00 | 306.00 | D |
| Renewal for further 10 years | 134.00 | 145.00 | D |
| Granite plaque on Planter – Four Seasons/ Runcorn Cemetery Sundial | 440.00 | 475.00 | D |
| Renewal for further 10 years | 134.00 | 145.00 | D |
| Memeorial Plaque on Marble Bench - Peel House Cemetery only | 480.00 | 519.00 | D |

| | 2022/23 | 2023/24 | Statutory / Discretionary Charge (S/D) |
|--|------------------|------------------|--|
| Book of Remembrance - | | | 3 (, |
| 2 line entry | 105.00 | 113.00 | D |
| 3 line entry | 136.00 | 147.00 | D |
| 4 line entry | 167.00 | 180.00 | D |
| 5 line entry | 193.00 | 209.00 | D |
| 6 line entry | 233.00 | 252.00 | D |
| 7 line entry | 258.00 | 279.00 | D |
| 8 line entry | 287.00 | 310.00 | D |
| Flower designs | 95.00 | 102.00 | D |
| Other designs | 105.00 | 113.00 | D |
| Extra line to existing entry | 57.00 | 62.00 | D |
| Slate Tablets | | | |
| Slate Tablets per letter | 6.00 | 6.50 | D |
| Sanctum Vaults: | | | |
| 10 year lease (includes wooden casket) | 682.05 | 737.00 | D |
| Renewal for further 10 years | 134.00 | 145.00 | D |
| 20 year lease (includes wooden casket) | 913.00 | 987.00 | D |
| Renewal for further 20 years | 445.00 | 480.00 | D |
| Placing 2nd casket of remains – Monday to Friday only | 75.00 | 81.00 | D |
| Opening vault on request | 45.50 | 49.00 | D |
| Design and Lettering | | | |
| Lettering (per letter) | 4.70 | 5.08 | D |
| Small design | 89.00 | 96.00 | D |
| Large design | 115.00 | 124.20 | D |
| Photo tile (portrait – 1 person) | 162.00 | 175.00 | D |
| Photo tile (landscape – 2 persons) | 208.00 | 225.00 | D |
| Outdoor Facility Charges | | | |
| Summer Games: | | | |
| Adult Bowling Green Card (Annual) | 25.00 | 27.00 | D |
| Couples Bowling Green Card (Annual) (in same household) | 43.33 | 46.80 | D |
| Junior Bowling Green Card (Annual | 12.50 | 13.50 | D |
| Summer Rugby Adult Summer Rugby Juniors - # | 595.00 352.00 | 643.00 380.00 | D D |
| Carmina raggy carnote " | 002.00 | 000.00 | J |
| Winter Games: | F0 = 00 | 0.40.00 | |
| Adult B/B Pitch Hire (Alternate weeks) | 595.00 | 643.00 | D |
| Junior B/B Pitch Hire (Alternate weeks) | 352.00 | 380.00 | D |
| Mini Soccer B/B Hire | 271.00 | 293.00 | D |
| Youth B/B Pitch Hire - no changing rooms (Alternate Weeks) | 202.00 | 218.20 | D |
| Mini Soccer B/B Pitch Hire - no changing rooms (Alternate Weeks) | 151.00 | 163.00 | D |
| Adult Baseball Field (Annual) | 585.00 | 632.00 | D |
| Junior Baseball Field (Annual) | 350.00 | 379.00 | D |
| Adult Casual Pitch | 35.00 | 37.80 | D |
| Junior Casual Pitch | 21.75 | 23.50 | D |

PUBLIC HEALTH & PUBLIC PROTECTION SERVICES

| | 2022/23 | 2023/24 | Statutory / Discretionary Charge (S/D) |
|--|-----------------|-----------------|--|
| Environmental Information | | | |
| Basic outstanding Environmental Health search | Free | Free | S |
| Access to information on Public Register | Free | Free | S |
| Provision of other environmental information that is not publicly available (per hour) | 22.45 | 24.25 | D |
| Environmental Protection Act | | | |
| List of authorised part "B" Processes | 45.75 | 49.40 | |
| List of authorised part "A" Processes | 46.90 | 50.65 | S |
| Condemned Food Certificates | | | |
| Disposal of condemned food following statutory or voluntary process | At cost | At cost | S |
| Certification of Food Products for Export | | | |
| Certificates requiring signature | 69.85 | 75.45 | S |
| Other documents requiring stamp | 23.10 | 24.95 | S |
| National Food Hygiene Rating Scheme | | | |
| Request for Re-Inspection | 120.80 | 130.45 | S |
| Kennelling of Dogs | | | |
| Reclaiming of Stray Dogs | On Application* | On Application* | S |
| Collection of Dogs from repossessed premises | 87.00 | 93.95 | S |
| Transportation of non-seized animals i.e. dogs/cats to kennels or other premises | 87.00 | 93.95 | S |
| *As agreed with Strategic Director People or Director of Public Health | | | |
| Animal Welfare Licensing of Activities involving Animals (Regulations 2018) | | | |
| Pet Shop | 227.95 | 246.20 | S |
| Pet Shop with Dangerous Animals | 337.80 | 364.85 | |
| Boarding Cats | 249.40 | 269.35 | |
| Boarding Dogs | 249.40 | 269.35 | |
| Breeding Dogs | 359.70 | | |
| Hiring Horses | 359.70 | 388.50 | |
| Home Boarding Dogs | 205.20 | 221.60 | |
| Dog Day Care | 205.20 | 221.60 | |
| Exhibition Animals | 249.80 | 269.80 | S |
| EPA Authorisation | | | |
| Application | Statutory fee | Statutory fee | S |
| Renewal | Statutory fee | Statutory fee | S |

| | 2022/23 | 2023/24 | Statutory / Discretionary Charge (S/D) |
|--|------------------|------------------|--|
| Health and Safety At Work Act 1974 etc. | | | 3 (2) |
| Provision of information obtained under the Act including production of statements and reports as requested (per hour) | 22.45 | 24.25 | s |
| Acupuncture, Tattooing, Ear Piercing and Electrolysis Establishments Registration fee | 121.45 | 131.15 | S |
| Additional Individual Operator Registration | 38.40 | 41.50 | S |
| Border Agency Accommodation Inspections | 80.95 | 87.45 | S |
| Return of Seized Sound Equipment (Noise Act 1996) | 142.90 | 154.35 | S |
| Housing Enforcement Notices under Section 49 of the Housing Act 2004 | 203.25 | 219.55 | S |
| Houses in Multiple Occupation up to and including 5 rooms. 5 year license | 535.90 | 578.80 | S |
| Houses in Multiple Occupation with 6 rooms. 5 year license | 574.10 | 620.05 | |
| Houses in Multiple Occupation with 7 rooms. 5 year license | 611.65 | 660.60 | S |
| Houses in Multiple Occupation with 8 rooms. 5 year license | 649.45 | 701.40 | S |
| Houses in Multiple Occupation with 9 rooms. 5 year license | 687.30 | 742.30 | S |
| Houses in Multiple Occupation with 9 rooms and over. 5 year license | 725.10 | 783.10 | S |
| Petroleum Consolidation Regulations 2014 Certificate and Licensing | Statutory Fee | Statutory Fee | - S |
| Pest Control Charges | | | |
| Commercial Charge for all pests (per hour, minimum 1 hour) | 82.40 | 89.00 | D |
| Academy School Charge: | 50.50 | 04.05 | 5 |
| Ants | 59.50 | 64.25 | |
| Fleas | 59.50 | 64.25 | |
| Wasps | 59.50 | 64.25 | |
| Cockroaches Mice | 59.50 | 64.25 64.25 | |
| Rats | 59.50 59.50 | 64.25 | |
| Journal or Cheque Book School Charge: | | | |
| Ants | 59.50 | 64.25 | D |
| Fleas | 59.50 | 64.25 | D |
| Wasps | 59.50 | 64.25 | D |
| Cockroaches | 59.50 | 64.25 | |
| Mice | 59.50 | 64.25 | D |
| Rats | 59.50 | 64.25 | D |
| Domestic Charges - #: | | | |
| Ants | 49.50 | 53.45 | D |
| Fleas | 49.50 | 53.45 | D |
| Wasps | 44.80 | 48.40 | |
| Bedbugs | 55.40 | 59.85 | D |
| Cockroaches | 28.55 | 30.85 | D |
| Mice | 28.55 | 30.85 | D |
| Rats | Free | Free | S |
| Regulatory Enforcement and Sanctions Act | | | |
| The first 10 hours of advice in a financial year to all businesses | Free | Free | |
| Hourly rate for additional consultancy to primary authority businesses | 61.90 | 66.85 | S |

| | 2022/23 | 2023/24 | Statutory / Discretionary Charge (S/D) |
|---|---|--|--|
| Trading Standards Services | 2022/23 | 2023/24 | Charge (3/D) |
| Fireworks | | | |
| Type of Application | | | |
| One year licence to store explosives where, by virtue of regulation 27 of, and schedule 5 to, the 2014 Regulations, a minimum separation distance of greater than 0 metres is prescribed. Statutory fee. | 185.00 | 185.00 | S |
| Two year licence to store explosives where, by virtue of regulation 27 of, and schedule 5 to, the 2014 Regulations, a minimum separation distance of greater than 0 metres is prescribed. Statutory fee. | 243.00 | 243.00 | S |
| Three year licence to store explosives where, by virtue of regulation 27 of, and schedule 5 to, the 2014 Regulations, a minimum separation distance of greater than 0 metres is prescribed. Statutory fee. | 304.00 | 304.00 | S |
| Four year licence to store explosives where, by virtue of regulation 27 of, and schedule 5 to, the 2014 Regulations, a minimum separation distance of greater than 0 metres is prescribed. Statutory fee. | 374.00 | 374.00 | S |
| Five year licence to store explosives where, by virtue of regulation 27 of, and schedule 5 to, the 2014 Regulations, a minimum separation distance of greater than 0 metres is prescribed. Statutory fee. | 423.00 | 423.00 | S |
| One year renewal of licence to store explosives where a minimum separation distance of greater than 0 metres is prescribed. Statutory fee. | 86.00 | 86.00 | S |
| Two year renewal of licence to store explosives where a minimum separation distance of greater than 0 metres is prescribed. Statutory fee. | 147.00 | 147.00 | S |
| Three year renewal of licence to store explosives where a minimum separation distance of greater than 0 metres is prescribed. Statutory fee. | 206.00 | 206.00 | S |
| Four year renewal of licence to store explosives where a minimum separation distance of greater than 0 metres is prescribed. Statutory fee. | 266.00 | 266.00 | S |
| Five year renewal of licence to store explosives where a minimum separation distance of greater than 0 metres is prescribed. Statutory fee. | 326.00 | 326.00 | S |
| One year licence to store explosives where no minimum separation distance is prescribed. Statutory fee. | 109.00 | 109.00 | S |
| Two year licence to store explosives where no minimum separation distance is prescribed. Statutory fee. | 141.00 | 141.00 | S |
| Three year licence to store explosives where no minimum separation distance is prescribed. Statutory fee. | 173.00 | 173.00 | S |
| Four year licence to store explosives where no minimum separation distance is prescribed. Statutory fee. | 206.00 | 206.00 | S |
| Five year licence to store explosives where no minimum separation distance is prescribed. Statutory fee. | 239.00 | 239.00 | S |
| One year renewal of licence to store explosives where no minimum separation distance is prescribed. Statutory fee. | 54.00 | 54.00 | S |
| Two year renewal of licence to store explosives where no minimum separation distance is prescribed. Statutory fee. | 86.00 | 86.00 | S |
| Three year renewal of licence to store explosives where no minimum separation distance is prescribed. Statutory fee. Four year renewal of licence to store explosives where no minimum separation distance | 120.00 | 120.00 | S |
| is prescribed. Statutory fee. Five year renewal of licence to store explosives where no minimum separation distance | 152.00 | 152.00 | S |
| is prescribed. Statutory fee. Varying the name of licensee or address of site. Statutory fee. | 185.00 36.00 | 185.00 36.00 | S |
| Any other kind of variation. | Reasonable cost to the licensing authority of having the work carried out | Reasonable cost to the licensing authority of having the | S |
| Transfer of licence. Statutory fee. | 36.00 | 36.00 | S |
| Replacement of licence. Statutory fee. | 36.00 | 36.00 | S |
| Weights and Measures charged per office hour | 65.70 | 70.95 | S |
| Feeding stuffs – Manufacturing (statutory fee) | 451.00 | 451.00 | |
| Feeding stuffs – Placing on the Market (statutory fee) | 226.00 | 226.00 | S |
| PUBLIC HEALTH | | | |
| Health Improvement Team – exercise session charge | 3.00 | 3.20 | D |

COMMUNITY DEVELOPMENT

| | 2022/23 | 2023/24 | Statutory / Discretionary Charge (S/D) |
|--|-----------------------------|---------|--|
| COMMUNITY CENTRES | | | J. (. , |
| Activities | | | |
| Badminton (Juniors) | 10.20 | 11.00 | D |
| Badminton (Adults) | 12.50 | 13.50 | D |
| Climbing Wall (Adults – per hourly session) | 2.90 | 5.00 | D |
| Climbing Wall (Juniors – per hourly session) | 1.20 | | D |
| Climbing Wall (Hire per hour inc. instructor) | 41.00 | | D |
| Community Groups: | | | |
| Room Hire – Hall (per hour) | 9.50 | 10.45 | D |
| Room Hire – Small Room (per hour) | 3.80 | 4.50 | D |
| Room Hire – Medium Room (per hour) | 5.40 | 5.95 | D |
| Room Hire – Large Room (per hour) | 6.00 | 6.60 | D |
| Private Groups: | | | |
| Room Hire – Hall (per hour) | 11.80 | 13.00 | D |
| Room Hire – Small Room (per hour) | 4.80 | 5.30 | D |
| Room Hire – Medium Room (per hour) | 6.50 | 7.15 | D |
| Room Hire – Large Room (per hour) | 7.35 | 8.10 | D |
| Room Hire – Large Room (per hour) Max 25 people (new charge 2023/24) | 0.00 | 10.45 | D |
| Commercial Groups: | | | |
| Room Hire – Hall (per hour) | 14.30 | 15.75 | D |
| Room Hire – Small Room (per hour) Max 4 people | 6.20 | 6.85 | D |
| Room Hire – Medium Room (per hour) Max 10 people | 8.20 | 9.00 | D |
| Room Hire – Large Room (per hour) Max 20 people | 8.80 | 9.70 | D |
| Room Hire – Large Room (per hour) Max 25 people (new charge 2023/24) | NA | 11.00 | D |
| Saturday (per hour) min 3 hours | Room Hire Charge | 26.00 | D |
| | +50% | 20.00 | U |
| Sunday (per hour) min 3 hours | Room Hire Charge +50% | 35.00 | D |
| Performing Rights (of total charge) | 0.05 | 0.05 | D |
| Sportshall at Upton Community Centre (Adults) | 36.00 | 39.60 | D |
| Sportshall at Upton Community Centre (Juniors) | 29.00 | 32.00 | D |

LEISURE & RECREATION

| | 2022/23 | 2023/24 | Statutory / Discretionary Charge (S/D) |
|---|---------|---------|--|
| Swimming | | | ge (e.2) |
| Adult | 3.67 | 4.00 | D |
| Under 8's | Free | Free | D |
| Junior | 2.17 | 2.33 | D |
| Halton Leisure Card (HLC) | 2.50 | 2.83 | D |
| Family Swim (2 x adults & 2 x juniors) | 8.75 | 9.42 | D |
| Splash and Play - NEW | 3.75 | 4.04 | D |
| Private lesson 121 | 16.00 | 17.30 | D |
| Private lesson 221 | 22.00 | 23.80 | D |
| Child Swim Lesson - 30 min membership | 22.20 | 24.50 | D |
| Child Swim Lesson - 60 min membership | 28.00 | 30.25 | D |
| Sport Works membership (NEW) | 30.00 | 32.40 | D |
| Crash Course - 30 min (5 day) | 26.00 | 28.00 | D |
| Certificate and badge (2023/24) | 0.00 | 0.00 | D |
| Memberships | | | |
| Single membership | 21.67 | 23.33 | D |
| Joint membership | 39.58 | 42.75 | D |
| HLC Membership | 21.00 | 21.50 | D |
| Swim Only membership | 19.58 | 21.33 | D |
| Gym only membership (BRC/RSP) | 13.33 | 14.38 | |
| Gym only membership (KLC) | 14.99 | 16.08 | D |
| Teen Membership | 13.33 | 14.38 | D |
| Family membership | 43.33 | 46.79 | D |
| Activities | | | |
| Bowls | 46.67 | 50.42 | D |
| Men's 50+ Badminton | 3.58 | 3.88 | D |
| Trampoline Private Hire | 12.10 | 13.08 | D |
| Trampoline Membership | 11.67 | 12.58 | D |
| Badminton Club Hire (Per court, per hour, plus admission) | 5.20 | 5.63 | D |
| Liverpool Canoe Club | 50.50 | 54.54 | D |
| Netball Leagues | 285.00 | 308.00 | D |
| Back to Netball | 3.50 | 3.80 | D |
| Sports Hall Admit Adult | 2.10 | 2.25 | D |
| Sports Hall Admit Junior | 1.17 | 1.25 | D |
| HLC Admit | 1.33 | 1.50 | D |
| Squash Adult | 3.50 | 3.75 | D |
| Squash Junior | 1.75 | 1.88 | D |
| Squash Membership | 29.17 | 31.50 | D |
| Casual Gym/Aerobics | 4.33 | 4.67 | D |
| Junior Fitness | 2.25 | 2.42 | D |
| Health Suite | 5.10 | 5.50 | D |
| Table Tennis Adult | 2.17 | 2.34 | D |
| Table Tennis Junior | 1.20 | 1.29 | D |
| Half Hall Booking KLC | 50.00 | 54.00 | D |
| Full Hall Booking KLC | 91.00 | 97.50 | D |
| Gymnasium KLC | 20.00 | 21.00 | |
| Activity Room | 26.80 | 27.00 | |
| Swimming Pool KLC | 87.00 | 93.96 | D |
| Small Pool | 51.00 | 55.05 | |
| Studio 1 & 2 | 16.00 | 16.00 | |
| | | 77.22 | |

| | | | Statutory / Discretionary |
|--|--------------|---------|------------------------------|
| | 2022/23 | 2023/24 | Charge (S/D) |
| Activities continued | | | |
| Five a Side Block Booking BRC | 49.00 | | |
| Five a Side Block Booking junior BRC | 24.00 | | |
| Five a Side Casual - Adult | 35.00 | | |
| Five a Side Casual - Junior | 17.50 | | |
| Full Hall Booking Adult BRC | 69.50 | | |
| Half Hall Booking Adult BRC | 34.75 | | |
| Half Hall Booking Junior BRC | 24.00 | | |
| Full Hall Booking Junior BRC | 34.75 | | |
| Gymnasium Adult BRC | 31.00 | | |
| Gymnasium Junior BRC | 21.00 | | |
| Astro Casual Adult/Junior (Quarter) | 25.00 | | |
| Astro Casual Adult/ Junior (Half) | 40.00 | | |
| Astro Casual Adult/Junior (Full) | 70.00 | | |
| Astro Partner Club (Quarter) | 20.00 | | |
| Astro Partner Club (Half) | 30.00 | | |
| Astro Partner Club (Full) | 60.00 | | |
| Astro Commercial (Quarter) | 33.00 | | _ |
| Astro Commercial (Half) | 50.00 | | |
| Astro Commercial (Full) | 100.00 | | |
| Parties (BRC) - Multi - Full Hall | 130.00 | | |
| Parties (BRC) Half Hall | 110.00 | | _ |
| Parties (KLC) - Multi - Full Hall | 130.00 | | D |
| Parties (KLC) Half Hall | 110.00 | | |
| Frank Myler Activity Room Block Booking | 16.00 | | |
| Frank Myler MUGA Block Booking | 13.30 | | |
| Halton Leisure Card | 3.33 | 3.33 | D |
| Reservation Fees | _ | _ | _ |
| Items in Stock | Free | - | |
| Items Bought Into Stock Items Bought Into Stock – Leisure Card Holders | 2.50 1.50 | | |
| _ | 1.50 | 1.00 | |
| Personal Computer Bookings | | | |
| Printing (per page) – Black and White | 0.15 | | |
| Printing (per page) – Colour | 0.25 | 0.25 | D |
| Printing (per page) – Black and White – Leisure Card Holders | | | D |
| | 0.10 | | 5 |
| Printing (per page) – Colour – Leisure Card Holders | 0.15 | 0.15 | D |
| Photocopies | | | |
| A4 (per sheet) | 0.15 | 0.15 | D |
| A3 (per sheet) | 0.25 | 0.25 | D |
| Lost Tickets | | | |
| Adults | 2.20 | 1.50 | D |
| Children and Leisure Card Holders | 1.10 | 1.00 | D |
| Room Hire | | | |
| Meeting Room 2 - Halton Lea (per hour) | 16.00 | 17.25 | D |
| Meeting Room 3 - Halton Lea (per hour) | 16.00 | | |
| Meeting Room 2 & 3 - Halton Lea (per hour) | 32.00 | | |
| Meeting Room 4 - Halton Lea (per hour) | 9.25 | | |
| Meeting Room 5 – Halton Lea (per hour) | 16.00 | | |
| Meeting Room 6 - Halton Lea (per hour) | 16.00 | | |
| Meeting Room 7 - Halton Lea (per hour) | 10.25 | | |
| Meeting Room 8 - Runcorn (per hour) | 13.10 | | |
| Meeting Room 9 - Runcorn (per hour) | 9.25 | | |
| J | 0.20 | 10.00 | _ |

WASTE & ENVIRONMENTAL IMPROVEMENT SERVICES

| | 2022/23 | 2023/24 | Statutory / Discretionary Charge (S/D) |
|--|--|------------------|--|
| Waste Management | | | |
| Charge for a new or replacement wheeled bin | 30.00 | 32.50 | D |
| Charge for the collection of bulky household items (Up to 3 items) | 26.00 | 28.00 | D |
| Charges for the collection of an additional bulky item (To a maximum of 3 additional items | 6.75 | 7.30 | D |
| Charge for collection of garden waste (per bin) | 37.00 | 40.00 | D |
| Charge for the collection of commercial waste | Increase of 2.5% on 2021/22 Charges | 8% on 2022/23 | |
| **Charge for collection of an abandoned shopping trolley | 57.00 | 62.00 | D |
| **Charge for storage of an abandoned shopping trolley (per day) | 5.70 | 6.20 | D |
| **Charge for the return of an abandoned shopping trolley to the owner | 57.00 | 62.00 | D |
| **Charge for the disposal of an abandoned shopping trolley | 57.00 | 62.00 | D |

STADIUM and CATERING

| Room Hire | | | |
|--|--------|--------|---|
| | 150.00 | .== | |
| Bridge Suite | 450.00 | 475.00 | D |
| Karalius Suite | 310.00 | 325.00 | D |
| Single Box | 75.00 | 90.00 | D |
| Double Box | 150.00 | 175.00 | D |
| Triple Box | 220.00 | 250.00 | D |
| Pitch Hire | | | |
| *1/4 Hire - Off Peak | 52.50 | 52.50 | D |
| *1/2 Hire - Off Peak | 105.00 | 105.00 | D |
| *Full Pitch Hire - Off Peak | 210.00 | 210.00 | D |
| **/4 Hire - Peak | 65.00 | 65.00 | D |
| **1/2 Hire - Peak | 130.00 | 130.00 | D |
| **Full Pitch Hire - Peak | 250.00 | 250.00 | D |
| Community Usage & Everton Ladies - Daytime | 82.00 | 82.00 | D |
| School Meals | | | |
| Free School Meals | 2.42 | 2.65 | D |
| Paid School Meals | 2.50 | 2.70 | D |

ECONOMY, ENTERPRISE & PROPERTY SERVICES

| | 2022/23 | 2023/24 | Statutory / Discretionary Charge (S/D) |
|---|--|--|--|
| PROPERTY SERVICES | | | |
| Industrial Estate Service Charges | Based on actual costs for the preceding year with uplift for inflation | Based on actual costs for the preceding year with uplift for inflation | D |
| ADULT I FADNING CLASOFO Note Charmes do not constill and of course | | | |
| ADULT LEARNING CLASSES – Note – Charges do not cover full cost of course, external grant covers the full remaining cost | | | |
| Maths | Nil | | D |
| English | Nil | | D |
| HEP Employability Skills | Nil | | D |
| Employability Skills | Nil | | D |
| 10 Week Courses | 60.00 | 64.80 | D |
| 22 Week Courses + £30 registration fee | 120.00 | 129.60 | D |
| 33 Week Courses + £30 registration fee | 210.00 | 226.80 | D |
| Wellbeing Courses | nil | | D |
| Any course that does have a fee attached may be subject to fee remission (either 50% or 100%) dependant on which benefits the learner may be claiming | | | |
| Runcorn Town Hall Room Hire Charges per hour | | | |
| Committee Room 1 - 18 people | 12.00 | | |
| Committee Room 2 - 12 people | 11.00 | | |
| Civic Suite - 30 people or 50-60 theatre style | 26.00 | | |
| Chamber 80-90 people | 40.00 | 43.00 | D |
| Kingsway Learning Centre Room Hire Charges per hour (10% discount for 6 meetings or more) | | | |
| Room 10A - 15 people | 10.00 | 11.00 | D |
| Room 11 - 15 people | 10.00 | 11.00 | D |
| Room 15 - 15 people | 10.00 | 11.00 | D |
| Room 13 - 30 people | 18.00 | 19.50 | D |

APPENDIX B

THE BRINDLEY

| | 2023/24 | 2024/25 | Statutory / Discretionary Charge (S/D) |
|--|----------|----------|--|
| The Theatre | | | • , , |
| Commercial Hirers (1 performance or up to 8 hours): | | | |
| Monday to Thursday | 1,233.33 | 1,358.00 | D |
| Friday to Sunday | 1,400.00 | 1,541.00 | D |
| Community Hirers (1 performance or up to 8 hours): | | | |
| Monday to Thursday | 740.00 | 815.00 | |
| Friday and Saturday | 840.00 | 925.00 | D |
| Rehearsal Performance per 4 Hours (Monday to Thursday) | 358.33 | 391.00 | D |
| The Studio | | | |
| Per 8 hour performance with technical support: | | | |
| Monday to Thursday | 341.67 | 375.00 | |
| Friday, Saturday and Sunday | 393.33 | 433.00 | D |
| Per 4 hour rehearsal with technical support: | | | |
| Monday to Thursday | 204.17 | 225.00 | D |
| Friday, Saturday and Sunday | 246.67 | 270.00 | D |
| Per 4 hours dressing room facility: | | | |
| Monday to Sunday | 168.33 | 185.00 | D |
| Per 8 hours dressing room facility: | | | |
| Monday to Sunday | 253.33 | 278.00 | D |
| Per 12 hour dressing room facility: | | | |
| Monday to Sunday | 338.33 | 371.00 | D |
| Workshops Per 1 hour (studio): | | | |
| Monday to Thursday (10am – 5pm) per hour | 35.00 | 33.33 | D |
| Saturday to Sunday | POA | POA | D |
| Technical Support | POA | POA | D |
| Workshops Per 4 hours (studio): | | | |
| Monday to Thursday (10am – 5pm) | 260.00 | 241.00 | D |
| Saturday to Sunday | POA | POA | D |
| Technical Support | POA | POA | |
| Education Room Hire | | | |
| Hourly Rate | 25.00 | 25.00 | D |
| Day Rate | 85.00 | 85.00 | D |
| Technical Support | POA | POA | D |

| | 2023/24 | 2024/25 | Statutory / Discretionary Charge (S/D) |
|---|---------|---------|--|
| Additional Charges | | | . , , |
| Inclusion within the Brindley season Brochure | 170.83 | 191.66 | D |
| Brindley Website Facebook Advert | POA | POA | D |
| Brindley to manage ticket sales (per ticket) | 0.46 | 0.46 | D |
| Programme/Merchandise sales by Brindley staff | 91.66 | 100.00 | D |
| Merchandise Sales for Hirer by a Third Party (Per Show) | 25.00 | 33.00 | D |
| Additional technicians (per hour) | 17.08 | 18.79 | D |
| Pre rig (sound, lighting or stage) (Monday to Friday) | 334.17 | 375.00 | D |
| Pre rig (sound, lighting or stage) (Saturday, Sunday or Bank Holidays) | 373.33 | 416.00 | |
| Use of the orchestra pit | 32.00 | 29.10 | |
| Use of the Orchestra Pit (3 days +) Inclusive when hiring Brindley Theatre Music Stands | Nil | Nil | D |
| and Lights – | | | |
| Smoke Machine (day) | 24.17 | 25.00 | D |
| Smoke Machine (3 days +) | 72.50 | 75.00 | D |
| Haze Machine (day) | 24.17 | 25.00 | D |
| Haze Machine (3 days +) | 72.50 | 75.00 | |
| Radio Mics (each) | 31.67 | 31.67 | D |
| Radio Mics (3 days +) (per mic) | 95.00 | 95.00 | D |
| Music Stand and Light (day) | 4.17 | 4.17 | D |
| Music Stand and Light (3 days +) | 12.50 | 12.50 | |
| Theatre Projector (day) | 123.33 | 137.50 | D |
| Theatre Projector (3 days +) | 370.00 | 412.50 | |
| Studio Projector and Screen (day) | 65.00 | 71.66 | D |
| Studio Projector and Screen (3 days +) | 195.00 | 215.00 | |
| Desktop Projector Education Room (day) - New 2023/24 | 33.00 | 33.33 | D |
| Desktop Projector Education Room (3days +) - New 2023/24 | 100.00 | 100.00 | |
| TV Monitor 65' and Stand (day) | 64.17 | 64.17 | D |
| TV Monitor 65' and Stand (3 days +) | 192.50 | 192.50 | _ |
| Harlequin Dance Floor (day) | 71.67 | 79.10 | D |
| Harlequin Dance Floor (3 days +) | 215.00 | 237.00 | |
| Star Cloth (day) | 92.50 | 92.50 | |
| Star Cloth (3 days +) | 277.50 | 277.50 | |
| Gauze (day) | 47.50 | 47.50 | |
| Gauze (3 days +) | 142.50 | 142.50 | - |
| Pyrotechnics (day) | POA | POA | D |
| Pyrotechnics (week) | POA | POA | _ |
| Steinway Grand Piano – (Theatre only) (day) | 121.67 | 133.00 | |
| Steinway Grand Piano – (Theatre only) (3 days +) | 365.00 | 400.00 | |
| Steinway Grand Piano tune (Theatre only) (weekday) | 125.83 | 141.00 | |
| Steinway Grand Piano tune (Theatre only) (weekend) | 157.50 | 175.00 | |
| Post show bar | 104.17 | 125.00 | |
| Corkage Per Bottle (Wine) | 8.33 | 8.33 | |
| Café Facility Per Hour (outside of normal opening hours) OR Café Space Hire | 45.83 | 50.00 | |

Appendix C

REGISTRARS SERVICE**

| | 2023/24 | 2024/25 | Statutory / Discretionary Charge (S/D) |
|--|---------|---------|--|
| Boston Suite and Lounge | | | J (, |
| Monday to Thursday | 300.00 | 350.00 | D |
| Friday | 360.00 | 410.00 | D |
| Saturday | 410.00 | 460.00 | D |
| Sunday (11am to 1pm) | 460.00 | 510.00 | D |
| Bank Holiday | 560.00 | 610.00 | D |
| Civic Suite, Runcorn Town Hall | | | |
| Monday to Thursday | 410.00 | 460.00 | D |
| Friday | 410.00 | 460.00 | D |
| Saturday | 460.00 | 510.00 | D |
| Sunday (11am to 1pm) | 510.00 | 560.00 | D |
| Bank Holiday | 610.00 | 660.00 | D |
| Leiria or Members Room, Runcorn Town Hall | | | |
| Monday to Thursday | 360.00 | 410.00 | D |
| Friday | 360.00 | 410.00 | D |
| Saturday | 410.00 | 460.00 | D |
| Sunday (11am to 1pm) | 460.00 | 510.00 | D |
| Bank Holiday | 560.00 | 610.00 | D |
| Council Chamber Runcorn Town Hall and Approved Premises | | | |
| Monday to Thursday | 520.00 | 570.00 | D |
| Friday | 520.00 | 570.00 | D |
| Saturday | 580.00 | 630.00 | D |
| Sunday | 680.00 | 730.00 | D |
| Bank Holiday | 780.00 | 830.00 | D |
| Note** - All charges are listed as discretionary but do include a statutory element applied by the General Registry Office | | | |

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REPORT TO: Executive Board

DATE: 16th March 2023

REPORTING OFFICER: Executive Director, Adult Services

PORTFOLIO: Adult Social Care

SUBJECT: Halton Borough Council and NHS Cheshire &

Merseyside: Joint Working Agreement (Better Care

(Pooled) Fund)

WARD(S): Borough-wide

1.0 PURPOSE OF THE REPORT

To present, for approval, the Joint Working Agreement (JWA) between Halton Borough Council (HBC) and NHS Cheshire & Merseyside (CM), which will take effect from 1st April 2023 to 31st March 2024, and which will replace the current JWA which is due to expire on 31st March 2023; current draft can be found at *Appendix 1*.

2.0 **RECOMMENDATION: That the Board:**

- i) note the contents of the report and associated Appendix; and
- ii) approve the Agreement, with delegated authority to the Executive Director, Adult Services, in consultation with Portfolio Holder for Adult Social Care, to finalise the new JWA.

3.0 SUPPORTING INFORMATION

- 3.1 HBC and NHS CM (previously NHS Halton Clinical Commissioning Group) have had a JWA, including a pooled budget, in place for the commissioning of services for people with Complex Care needs since April 2013.
- 3.2 Since it's original development, the JWA and associated Pooled Budget has gone through a number of changes including the inclusion of the Better Care Fund in 2015 and the separating out of the Continuing Healthcare and Community Care budget elements in 2020.
- 3.3 Both HBC and NHS CM remain committed to developing our integrated approach to service delivery and transformation to improve the Health and Wellbeing of Halton residents.

With this in mind, we are seeking agreement to extend the current JWA for 12 months to allow time for a fuller review of the agreement to take place, which would include exploring opportunities for where the arrangments could possibly be extended.

3.4 However, it was acknowledged by both parties that although the current agreement would need to be extended for 12 months, it did need to be amended/updated to reflect

changes in organisational structure, governance arrangements associated with the JWA, Pooled Budget and One Halton Partnership governance arrangements.

These changes have been reflected in the updated agreement (Appendix 1)

3.5 At the time of writing this report, some minor issues associated with governance arrangements are still to be finalised before the end of March 2023, along with the final amount to be included within the pooled budget.

As such, the Executive Board are asked to give delegated authority to the Portfolio Holder for Adult Social Care and the Executive Director, Adult Social Services to finalise the new JWA.

3.6 The Board will note that the JWA is currently being taken through NHS CM's associated governance channels, at Place and at main Board level, for approval.

4.0 **POLICY IMPLICATIONS**

4.1 None identified.

5.0 OTHER/FINANCIAL IMPLICATIONS

- At the time of writing this report, HBC and NHS CM are in the process of finalising the Better Care (Pooled) Fund budget for 2023/24.
- 5.2 With effect from 1st April 2023, the pooled budget will include:-
 - Better Care Fund and Improved Better Care Fund (iBCF)
 - Includes spend in areas such as Intermediate Care Services, Carers,
 Equipment Services, Care Homes, Domiciliary Care, Telecare, Supported
 Discharge, Community Respiratory and Rehabilitation Services
 - Disabled Facility Grant

6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES

6.1 Children & Young People in Halton

None identified

6.2 Employment, Learning & Skills in Halton

None identified.

6.3 A Healthy Halton

Those people who are in receipt of long term care whether that is funding from Health or Social Care are those people in our communities with some of the most clinically complex and severe on going needs, so it is essential we have effective mechanisms in place to ensure that people we provide services to receive appropriate outcomes.

The integrated system and pooled budget arrangements will continue to ensure that the resources available to both Health and Social Care are effectively used in the delivery of personalised, responsive and holistic care to those who are most in need.

6.4 A Safer Halton

None identified

6.5 Halton's Urban Renewal

None identified

7.0 **RISK ANALYSIS**

7.1 The JWA complies with the financial standing orders of HBC and NHS CM and the regulatory and monitoring arrangements contained within.

8.0 **EQUALITY AND DIVERSITY ISSUES**

8.1 None associated with this report.

9.0 CLIMATE CHANGE IMPLICATIONS

9.1 There are no environmental or climate implications as a direct result of this report.

10.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972

| Document | Place of Inspection | Contact Officer |
|---|-----------------------------|--|
| Joint Working Agreement between HBC and NHS Cheshire & Merseyside 1.4.20 – 31.3.23 | Copy available via Email | Sue Wallace Bonner Susan.Wallace-Bonner@halton.gov.uk Tel: 0151 511 8825 |

HALTON BOROUGH COUNCIL

AND

NHS CHESHIRE AND MERSEYSIDE INTEGRATED CARE BOARD

JOINT WORKING AGREEMENT Pursuant to S.75 of the National Health Service Act 2006

1st APRIL 2023 - 31st MARCH 2024

Relating to

Better Care (Pooled) Fund

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THIS AGREEMENT dated 1st day of April 2023

MADE BETWEEN the following parties:-

- (1) **HALTON BOROUGH COUNCIL (HBC),** Municipal Building, Kingsway, Widnes. WA8 7QF
- (2) NHS CHESHIRE AND MERSEYSIDE INTEGRATED CARE BOARD (ICB), Regatta Place, Summers Lane, Brunswick, Liverpool. L3 4BL

| 1. Definitions |
|----------------|
|----------------|

| 1.1 | "2006 Act" | means the National Health Service Act 2006 |
|------|----------------------------|--|
| 1.2 | "2022 Act" | means the Health and Care Act 2022 |
| 1.3 | "Budget Manager" | means any manager in HBC or the ICB with responsibility for a budget (not Pooled Fund) relating to the Services |
| 1.4 | "Better Care Fund" | means the Better Care Fund as described in NHS England Publications Gateway Ref. No.00314 and NHS England Publications Gateway Ref. No.00535 as relevant to the Partners |
| 1.5 | "Better Care Fund Plan" | means the plan agreed by the Parties on 23 rd September 2022 and which is to be reviewed by the Parties and NHS England setting out the Parties plan for the use of the Better Care Fund |
| 1.6 | "Capital Assets" | means (but not by way of limitation) the purchase, construction or replacement of a tangible asset which has a life of more than 12 months and a value exceeding £5,000) |
| 1.7 | "Capital Expenditure" | means such sum exceeding Five Thousand Pounds (£5,000) expended from the Pooled Fund upon the purchase, construction or replacement of the Capital Assets |
| 1.8 | "Client/Clients" | means a person or persons who satisfies the requirements of the Eligibility Criteria and is/are a member of the Client group. |
| 1.9 | "Client Group" | means any person (adults) registered with a Halton GP and is a Halton resident, with care being provided for a disability or illness due to a physical, mental health or learning disability and satisfies the requirements of the Eligibility Criteria. |
| 1.10 | "Eligibility Criteria" | means the Criteria agreed between the Parties as to the conditions to be satisfied for a Client to be a member of the Client Group. |

| 1.11 | "Exempt Information" | means "such information which the Parties resolve that the remainder of their meetings be held in private because publicity would be prejudicial to the public interest or the effective conduct of public affairs etc" as set out in Section 1 (2) of the Public Bodies (Admission to Meetings) Act 1960 and may include such matters as mentioned in Appendix 1 |
|------|----------------------------|---|
| 1.12 | "Financial Year" | means a year commencing on 1st April and ending on the following 31st March |
| 1.13 | "Force Majeure Event" | means one or more of the following: (a) war, civil war (whether declared or undeclared), riot or armed conflict; (b) acts of terrorism; (c) acts of God; (d) fire or flood; (e) industrial action; (f) prevention from or hindrance in obtaining raw materials, energy or other supplies; (g) any form of contamination or virus outbreak; and any other event, in each case where such event is beyond the reasonable control of the Party claiming relief |
| 1.14 | "НВС" | means Halton Borough Council |
| 1.15 | "Health Related Functions" | means such of the functions of HBC as are prescribed in Regulation 6 of the Regulations as far as they relate to the Client Group |
| 1.16 | "Host Party" | means the organisation responsible for the accounts and audit of the Pooled Fund Arrangements as prescribed in Regulation 7 of the Regulations |
| 1.17 | "HWB" | means the Health and Wellbeing Board established by the Council pursuant to Section 194 of the Health and Social Care Act 2012 |
| 1.18 | "Integrated Commissioning" | means arrangements by which both Partners commission Services on behalf of each other in the exercise of both the NHS Functions and Council Health Related Functions through integrated structures |
| 1.19 | "ICB" | means NHS Cheshire and Merseyside Integrated Care Board |
| 1.20 | "ICB Statutory Duties" | means the Duties of the ICB pursuant to Sections 21 to 25 2022 Act |

| 1.21 | "Joint Commissioning" | means a mechanism by which the Partners jointly commission a Service. For the avoidance of doubt, a joint commissioning arrangement does not involve the delegation of any functions pursuant to Section 75 |
|------|--|--|
| 1.22 | "Lead Commissioner" | means the Partner responsible for commissioning the Services |
| 1.23 | "Lead Commissioning" | means the arrangements by which one Partner commissions Services on behalf of the other Partner in exercise of both the NHS Functions and the Council Health Related Functions |
| 1.24 | "NHS Functions" | means such of the functions of the ICB as prescribed in Regulation 5 of the Regulations as far as they relate to the Client Group |
| 1.25 | "One Halton Better Care Commissioning Advisory Group (BCCAG)" | means the Group whose role, functions and rules of procedure are set out in Schedule 2 of this agreement |
| 1.26 | "One Halton Finance & Performance Sub - Committee (FPSC)" | means the Sub-Committee whose role, in respect to the Better Care (Pooled) Fund, is set out in paragraph 5.1 of this agreement |
| 1.27 | "One Halton Operations & Delivery Sub - Committee (ODSC)" | means the Sub-Committee whose role, functions and rules are set out in Schedule 1 of this agreement |
| 1.28 | "Parties" | means HBC and the ICB (and "Party" means either one of the Parties) |
| 1.29 | "Pooled Fund" | means the Better Care Fund, including the minimum contribution from the ICB, iBCF and Disabled Facilities Grant, in accordance with the terms hereinafter appearing and in pursuance of the Pooled Fund Arrangements and which is pursuant to Regulation 7 of the Regulations |
| 1.30 | "Pooled Fund Arrangements" | means the arrangements agreed by the Parties for pooling their resources and to be expended upon the costs of the Services and to be maintained in accordance with the requirements of clause 6 hereof |
| 1.31 | "Pool Manager" | means the officer appointed by the Parties for the purposes of managing the Pooled Fund and authorising payments in accordance with the Scheme of Delegation from the Pooled Fund in respect of the costs of the Services. The Pool Manager is the Operational Director – Commissioning & Provision for HBC. |
| 1.32 | "Provider" | Means a provider or providers of any of the Services 6 |

| | | commissioned under the arrangements set out in this agreement. |
|------|------------------------|---|
| 1.33 | "Regulations" | means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 S.I. No.617 and any amendments and subsequent re-enactments |
| 1.34 | "Revenue Budget" | means the annual budget agreed by the Parties made up of the Revenue Payments |
| 1.35 | "Revenue Payments" | means such sums as contributed and paid by the Parties into the Pooled Fund at the commencement of the Term and thereafter on the 1 st April of each subsequent year (if applicable) in accordance with the terms of Schedule 3 in respect of the costs incurred or to be incurred in paying for the Services |
| 1.36 | "Scheme of Delegation" | means the delegated limits which apply to such members of the Parties authorised to take decisions for and on behalf of the Parties and to the Pool Manager for incurring expenditure out of the Pooled Fund as more particularly set out in Schedule 4 |
| 1.37 | "Service Contracts" | means the Contracts entered into by either one or all of the Parties for the purposes of commissioning the Services provided that such contracts may be in the form of service level agreements and entered into with voluntary, independent and public sectors |
| 1.38 | "Services" | means the services of care and support provided for a disability or illness due to physical, mental health or learning disability provided such clients satisfy the Eligibility Criteria and which shall be provided in accordance with the Service Contracts including inter alia the aims and objectives set out in clause 4 hereto |
| 1.39 | "Section 151 Officer" | means an Officer as required under Section 151 of the Local Government Act 1972. This requires local authorities to make arrangements for the proper administration of their financial affairs and appoint a Chief Financial Officer to have responsibility for those arrangements. |
| 1.40 | "Term" | means the period beginning 1st April 2023 and ending 31st March 2024, subject to review as hereinafter set out |
| _ | | |

2. Recitals

2.1 Pursuant to Section 75 of the 2006 Act the Parties have agreed to establish a Pooled Fund which may subsequently also include either Joint Commissioning, Integrated Commissioning or Lead Commissioning arrangements for the purposes of commissioning the Services in the exercise of the Health Related Functions or NHS Functions.

- 2.2 The objectives of the commissioning arrangements mentioned in clause 2.1 and the Pooled Fund Arrangements are to improve the services for Clients through closer working between the ICB and HBC and which is pursuant to the obligations upon the Parties to co-operate with each other as referred to in the Section 75 of the 2006 Act.
- 2.3 The commissioning arrangements mentioned in clause 2.1 and the Pooled Fund Arrangements proposed by this Agreement are intended to fulfill the objectives set out in the Better Care Fund Plan.
- 2.5 The provisions of this Agreement shall take effect on the 1st April 2023.

3. Governance

- 3.1 Each Party will retain (notwithstanding the terms of this Agreement) the statutory responsibility for their respective functions carried out under the Pooled Fund Arrangements and the activity of their employees in the undertaking of clinical and/or social care duties.
- The Parties have established a One Halton Operations and Delivery Sub-Committee (ODSC), as a joint committee within the meaning of Regulation 10 (2) of the Regulations, for the purpose of monitoring and discharging their duties in relation to the strategic commissioning and provision of Services. The powers of the ODSC to undertake this role is derived from the ODSC's membership of Executive Members who have been given delegated authority from the Parties. The ODSC is not an autonomous body and does not therefore have legal status.
- 3.3 Governance arrangements exist within the Parties to address the issues of clinical governance, public accountability and probity as well as satisfy HBC and the ICB Standing Orders and prime financial policies and the ICB's Statutory Duties and HBC's Statutory Duties. The ODSC will monitor these partnership arrangements for the purposes of discharging these duties and governance arrangements when acting on behalf of the Parties and report to the Boards of the respective Parties as outlined in Schedule 1.
- 3.4 The Parties have established the One Halton Better Care Commissioning Advisory Group (BCCAG). The BCCAG will report directly to the ODSC. The BCCAG is not an autonomous body and does not have legal status and is responsible for implementing the strategic commissioning of the Services as advised by the ODSC and reporting to the ODSC upon the progress of the meeting those strategic objectives. Members of the BCCAG may, if authorised by the Parties within their respective scheme of delegation, authorise the commitment of expenditure and the entering into any contracts for the provision of the Services.
- 3.5 Decisions of the BCCAG and/or the Pool Manager, which are or are intended to be beyond their respective delegated authority limits or are inconsistent with the terms of this agreement, will require the prior approval and/or ratification as required by the respective schemes of delegation of the Parties organisations.

4. One Halton Operations & Delivery Sub-Committee (ODSC)

4.1 The One Halton Operations & Delivery Sub-Committee (ODSC) is responsible for the direction, oversight, monitoring and use of the Pooled Budget. The ODSC

will be supported in this duty via the Better Care Commissioning Advisory Group (BCCAG). The BCCAG will review in detail information pertaining to Pool impact, quality, performance, activity and finances, and make recommendations to the ODSC on remedial action plans or future use of the Pool as appropriate. The ODSC will receive a summary report from BCCAG meetings, setting out key issues and recommendations for decision as required.

5. One Halton Finance & Performance Sub-Committee (FPSC)

- 5.1 In addition to the ODSC, the Parties have established a One Halton Finance and Performance Sub-Committee (FPSC), which whilst having wider functions and duties relating to Place-based finance and performance, also has the following responsibilities in respect of the Better Care (Pooled) Fund:-
 - 5.1.1 To consider financial and performance information relating to the Pooled Fund and reviewing and recommending remedial actions where there is variation against agreed plans.

6. Pooled Fund

- 6.1 The Revenue Payments to be contributed by the Parties for the Financial Year beginning 1st April 2023 are set out in Schedule 3.
- 6.2 The Pooled Fund will cover the expenditure on both staffing and Service Contracts by the Parties during the Term of this Agreement, the costs of which will be agreed by the Parties prior to the Financial Year.
- 6.3 The Parties may contribute additional amounts to the Pooled Fund during the term of this agreement whereupon the proportionate contribution of the Parties to the Pooled Fund will be adjusted accordingly for the purposes of dividing the Pooled Fund at the termination of the agreement as outlined in 12.3.1.
- The management of and administration of the Pooled Fund shall be carried out in accordance with clause 6 and the terms and conditions set out in Schedule 3 and within the delegation limits set out in Schedule 4.
- Parties may agree to establish other Pooled Fund arrangements in the event that other partnership arrangements are entered into for other services, in which event, details of those arrangements including the Host Party and the pooled fund manager will be agreed by the Parties.

7. Management of the Pooled Fund

7.1 The Host Party for the purposes of this Agreement and of Regulation 7(4)¹ of the Regulations shall be HBC or such other Party as the Parties may from time to time unanimously agree.

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¹ NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000. S.I. 617

- 7.2 The Parties will appoint an officer from time to time to be the Pool Manager for the purposes of Regulation 7(4) of the Regulations² who may delegate some or all of their functions as hereinafter set out. The Pool Manager shall be the Operational Director Commissioning & Provision, HBC.
- 7.3 The Pool Manager shall ensure that the standard budgetary controls, standing orders, financial contract regulations and monitoring arrangements of the Host Party are complied with and all actions are taken within the Scheme of Delegation.
- 7.4 The Pool Manager shall manage the Pooled Fund within the Revenue Payments and shall submit monthly financial reports to the BCCAG, ODSC, FPSC and Parties. The Pool Manager will ensure an end of year memorandum of accounts and balance sheet extract are prepared relating to the income and expenditure from the Pooled Fund and other information, which the Parties may reasonably require so that the Parties may monitor the effectiveness of the Pooled Fund arrangements. Financial reporting will comply with the audit requirements of both HBC and the ICB.
- 7.5 The Revenue Budget for the Pooled Fund shall be agreed annually by the Parties and expenditure incurred shall be in accordance with the Scheme of Delegation. Revisions to the Revenue Budget must be jointly agreed by the Parties and reflected in the monthly financial reports presented to the BCCAG. The BCF Plan will be approved by the Health & Wellbeing Board.
- 7.6 The Pool Manager will provide, to the BCCAG, ODSC and FPSC, all relevant information concerning specific grants and other funding initiatives so that development bids can be coordinated against the relevant funding.
- 7.7 Where the Pooled Fund is administered by HBC, it will arrange for the accounts of the Pooled Fund to be audited annually and shall request Grant Thornton or such other appointed Auditors agreed by the Parties to make arrangements to certify an annual return of those accounts under Section 28(1) (d) of the Audit Commission Act 1998.

8. Charges

8.1 Charges do not apply to Clients eligible for Intermediate Care and Equipment Services in line with current national and local guidance.

9. Pooled Fund Audit and Monitoring Arrangements

9.1 Grant Thornton or such other accountants agreed by the Parties will act as external auditors and will assume responsibility for auditing the Pooled Budget. HBC Internal Audit will also provide an independent review of the systems associated with the management of the Pooled Budget, in line with their Audit Plan.

² NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000. S.I. 617

- 9.2 Where the Pooled Fund is administered by HBC, the Section 151 Officer of HBC will ensure the Pool Manager receives a retrospective monthly Pooled Budget statement not more than one month after the end of the previous month. This will form the basis of the monthly finance report referred to in 7.4.
- 9.3 The Pool Manager will monitor and scrutinise the Pooled Budget statement and investigate discrepancies and report such discrepancies to the BCCAG.
- 9.4 Where the Pooled Fund is administered by the HBC procurement of, and payment for, all services and goods from the Pooled Budget will be undertaken using HBC's robust financial management system.
- 9.5 The Pool Manager will ensure that detailed financial reports are presented to the BCCAG, ODSC and FPSC and they reflect the latest financial position.
- 9.6 Where the Pooled Fund is administered by HBC, it will prepare an end of year financial memorandum of accounts and extract balance sheet. Once the memorandum has been certified by Grant Thornton (or such other appointed Auditors), they will be presented to the BCCAG, ODSC, FPSC and the Parties, by the Pool Manager.

10. Staff and Accommodation Relating to the Pooled Fund

- 10.1 The Pool Manager shall for the purposes of this agreement be an employee of HBC or such other person as agreed by the Parties.
- 10.2 The Chair of the BCCAG shall lead within the BCCAG on implementing the commissioning priorities to achieve the required outcomes of this Agreement and the Pooled Fund Arrangements.
- 10.3 The Chair of the BCCAG will make recommendations to the ODSC and the Parties upon the type and level of staff and support required to ensure the successful operation of the Pooled Fund in consultation with the Pool Manager.
- HBC and the ICB, following the recommendations of the BCCAG and ODSC, will provide the necessary staff accommodation and support services required in connection with the administration of the Pooled Fund Arrangements. This includes HBC Finance, HBC Administration support for meetings and HBC and ICB Commissioning.

11. Commissioning and Contracting Arrangements

11.1 The BCCAG shall be responsible for overseeing the commissioning and contracting management of all the Services and prepare reports for the ODSC and FPSC on the same.

In developing new commissioning proposals, the BCCAG will need to determine the appropriate contractual route for the provision of any of the Services. This may be the use of the NHS Standard Contract, a joint contract developed between the parties or a HBC contract. The ODSC shall review commissioning and contracting proposals, determine the appropriateness or otherwise of the proposals, report to the Parties, and obtain approval to the implementation of the proposals. Services approved by the Parties and commissioned through contracts and / or service level agreements shall be authorised on behalf of the Parties by the Chair of the BCCAG or such members of the BCCAG acting within their respective Schemes of Delegation.

12. Duration and Termination of this Agreement

- 12.1 This agreement will commence on 1st April 2023 and terminate on 31st March 2024 provided that the Parties may agree to renew this Agreement at the expiration of the Term.
- Any of the Parties may terminate this agreement during the Term by the giving at least six months prior written notice to the other.
- 12.3 Upon the termination:-
 - 12.3.1 Each of the Parties shall in respect of any unspent Revenue Payments held by the Pooled Fund on behalf of the Parties, be entitled to be repaid from the Pooled Fund the contributions they shall have made to it in the same proportion as the contribution made at the beginning of the Financial Year, with any additional contributions made during the year taken into the proportioning.
 - 12.3.2 None of the Parties will be obliged to make any further Revenue Payments to the Pooled Fund other than to discharge the reasonable costs, liabilities and expenses incurred by the Pooled Fund prior to the date of termination. HBC shall use its best endeavors to mitigate such costs, liabilities and expenses.
 - 12.3.3 Upon the date of termination such of the Capital Assets purchased with monies provided from the Pooled Fund will be disposed of with the proceeds reverting to the Pooled Fund after taking into account the reasonable cost of disposal and the proceeds shall be discharged in accordance with the proportions set out in paragraph 12.3.1 above. Alternatively, with the agreement of the Parties ownership of a Capital Asset may transfer to one of the Parties on receipt of funds to the Pooled Fund by the acquiring Party equivalent to the value of the said asset on the date of termination.

13. Review

13.1 The ODSC will in addition to the BCCAG review this agreement during the Term and report and make recommendations as to it viability and on progress to the Parties.

14. Complaints

- 14.1 Complaints and compliments relating to Services jointly commissioned by HBC and the ICB serving the Client Group will be dealt with in accordance with the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009.
- 14.2 Any other complaints relating to the Services, which are the statutory responsibility of either Party to commission, shall be dealt with in accordance with their respective complaints policies.

15. Disputes

The Parties will act together in good faith to resolve any dispute that may arise under this agreement. If the parties are unable to resolve a dispute then this will be escalated to the respective Party's Management Team for consideration. If at this point the dispute cannot be resolved then either party may require the matter to be referred to arbitration by either NHS England Regional Office or the Regional Government Office who will either adjudicate on the point at issue or will direct the parties as to the method of dispute resolution.

16. Contract (Rights of Third Parties) Act 1999

- Unless the right of enforcement is expressly provided, it is not intended that a third party should have the right to enforce a provision of this agreement pursuant to the Contract (Rights of Third Parties) Act 1999.
- The parties may, by agreement, rescind or vary this agreement without the consent of a third party to which the right of enforcement of any of its terms has been expressly provided.

17. Risk Management

- 17.1 Each of the Parties shall assume responsibility (subject as set out below) for the liability for all claims which are related to their statutory functions and duties and arising from this agreement including clinical negligence, Professional indemnity, Employers and Public Liability, income tax, national Insurance, VAT or other taxation liabilities however arising. This assumption of liability also applies to existing contracts operated by the Parties and any liability arising therefrom. The Parties hereby each individually indemnify each other from any liability arising from this agreement. All new contracts awarded by HBC or the ICB on behalf of the Parties will require that the contractor (private or voluntary organisation) will provide their own indemnity insurance. Neither Party will accept any claims from the other Party, which relates to the period prior to the commencement of this agreement.
- 17.2 Subject to Clause 17.3, and 17.4, if a Party ("First Party") incurs a Loss arising out of or in connection with this Agreement or the Services Contract as a consequence of any act or omission of another Party ("Other Party") which constitutes negligence, fraud or a breach of contract in relation to this Agreement or the Services Contract then the Other Party shall be liable to the First Party for that Loss and shall indemnify the First Party accordingly.

- 17.3 Clause 17.2 shall only apply to the extent that the acts or omissions of the Other Party contributed to the relevant loss. Furthermore, it shall not apply if such act or omission occurred as a consequence of the Other Party acting in accordance with the instructions or requests of the First Party or the BCCAG.
- 17.4 If any third party makes a claim or intimates an intention to make a claim against either Party, which may reasonably be considered as likely to give rise to liability under this Clause 17. the Party that may claim against the other indemnifying Party will:-
 - 17.4.1 as soon as reasonably practicable give written notice of that matter to the Other Party specifying in reasonable detail the nature of the relevant claim
 - 17.4.2 not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the Other Party (such consent not to be unreasonably conditioned, withheld or delayed);
 - 17.4.3 give the Other Party and its professional advisers reasonable access to its premises and personnel and to any relevant assets, accounts, documents and records within its power or control so as to enable the Indemnifying Party and its professional advisers to examine such premises, assets, accounts, documents and records and to take copies at their own expense for the purpose of assessing the merits of, and if necessary defending, the relevant claim
- 17.5 Each Party shall ensure that they maintain policies of insurance (or equivalent arrangements through schemes such as those operated by the National Health Service Litigation Authority) in respect of all potential liabilities arising from this Agreement.
- 17.6 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which one party is entitled to bring a claim against the other pursuant to this Agreement

18. Data Protection

- 18.1 The Parties acknowledge their respective obligations under the General Data Protection Regulation (Regulation (EU) 2016/679) and/or UK GDPR Data Protection, Freedom of Information Act 2000 and the Environmental Information Regulations 2004.
- 18.2 The Parties agree that each will facilitate the performance by the other of their obligations under the Acts, the Regulations and under any other legislation that requires disclosure of information.
- 18.3 The Parties will agree an Information Sharing Protocol for the sharing of the Client Group information if the need arises.

19. Conflict of Interest

19.1 The Partners shall comply with their respective policies for identifying and managing conflicts of interest.

20. Force Majeure

- 20.1 Neither Party shall be entitled to bring a claim for a breach of obligations under this Agreement by the other Party or incur any liability to the other Partner for any losses or damages incurred by that Party to the extent that a Force Majeure Event occurs and it is prevented from carrying out its obligations by that Force Majeure Event.
- 20.2 On the occurrence of a Force Majeure Event, the affected Party shall notify the other Partner as soon as practicable. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the affected Party and any action proposed to mitigate its effect.
- 20.3 As soon as practicable, following notification as detailed in Clause 20.2,the Party shall consult with each other in good faith and use all best endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 20.4, facilitate the continued performance of the Agreement.
- 20.4 If the Force Majeure Event continues for a period of more than [sixty (60) days], either Partner shall have the right to terminate the Agreement by giving [fourteen (14) days] written notice of termination to the other Partner. For the avoidance of doubt, no compensation shall be payable by either Partner as a direct consequence of this Agreement being terminated in accordance with this Clause 19.

21. Notices

- 21.1 Any notice to be given under this Agreement shall either be delivered personally or sent by first class post or electronic mail. The address for service of each Party shall be as set out in Clause 21.3 or such other address as each Partner may previously have notified to the other Partner in writing. A notice shall be deemed to have been served if:-
 - 21.1.1 personally delivered, at the time of delivery;
 - 21.1.2 posted, at the expiration of forty eight (48) hours after the envelope containing the same was delivered into the custody of the postal authorities; and
 - 21.1.3 if sent by electronic mail, at the time of transmission and a telephone call must be made to the recipient warning the recipient that an electronic mail message has been sent (as evidenced by a contemporaneous note of the Partner sending the notice) and a hard copy of such notice is also sent by first class recorded delivery post (airmail if overseas) on the same day as that on which the electronic mail is sent.

- 21.2 In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class or airmail letter (as appropriate), or that the electronic mail was properly addressed and no message was received informing the sender that it had not been received by the recipient (as the case may be).
- 21.3 The address for service of notices as referred to in clause 21.1 shall be as follows unless otherwise notified to the other Partner in writing:-
 - 21.3.1 if to the Council, addressed to the

Executive Director for Adults Halton Borough Council Municipal Building Kingsway Widnes WA8 7QF

Tel: 0151 511 8825

and

21.3.2 if to the ICB, addressed to the

Place Director for Halton, c/o NHS Cheshire and Merseyside Integrated Care Board Regatta Place Summers Lane Brunswick, Liverpool L3 4BL

Tel: 01925 303030

22. Variation

No variations to this Agreement will be valid unless they are recorded in writing and signed for and on behalf of each of the Partners.

23. Change in Law

- 23.1 The parties shall ascertain, observe, perform and comply with all relevant Laws, and shall do and execute or cause to be done and executed all acts required to be done under or by virtue of any Laws.
- 23.2 On the occurrence of any Change in Law, the Partners shall agree in good faith any amendment required to this Agreement as a result of the Change in Law subject to the Partners using all reasonable endeavours to mitigate the adverse effects of such Change in Law and taking all reasonable steps to minimise any increase in costs arising from such Change in Law.

24. Waiver

24.1 No failure or delay by any Partner to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right to remedy.

25. Severance

25.1 If any provision of this Agreement, not being of a fundamental nature, shall be held to be illegal or unenforceable, the enforceability of the remainder of this Agreement shall not thereby be affected.

26. Assignment and Sub Contracting

A Party shall not sub contract, assign or transfer the whole or any part of this Agreement other than to a statutory successor of all or part of a Party's statutory functions.

27. Exclusion of Partnership and Agency

- 27.1 Nothing in this Agreement shall create or be deemed to create a partnership under the Partnership Act 1890 or the Limited Partnership Act 1907, a joint venture or the relationship of employer and employee between the Partners or render either Partner directly liable to any third party for the debts, liabilities or obligations of the other.
- 27.2 Except as expressly provided otherwise in this Agreement or where the context or any statutory provision otherwise necessarily requires, neither Partner will have authority to, or hold itself out as having authority to:-
 - 27.2.1 act as an agent of the other;
 - 27.2.2 make any representations or give any warranties to third parties on behalf of or in respect of the other; or
 - 27.2.3 bind the other in any way

28. Governing Law and Jurisdiction

- 28.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.
- 28.2 Subject to Clause 15 (Dispute Resolution), the Partners irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim, which may arises out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

29. Partnership Flexibilities

- 29.1 The Partners may during the Term of this agreement establish one or more of the following in the commissioning and contracting of the Services:
 - 29.1.1 Integrated Commissioning
 - 29.1.2 Joint Commissioning
 - 29.1.3 Lead Commissioning
- The process where decisions will be made in respect to which arrangements would apply will be made in line with the process as outlined in paragraph 10 of this Agreement.
- 29.3 In developing these arrangements, the Council may delegate to the ICB and the ICB agrees to exercise, on the Council's behalf, the Health Related Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the NHS and Council Health Related Functions.
- 29.4 In developing these arrangements, the ICB may delegate to the Council and the Council agrees to exercise on the ICB's behalf the NHS Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the Council Health Related Functions.
- Where the powers of a Party to delegate any of its statutory powers or functions are restricted, such limitations will automatically be deemed to apply to the relevant Service and the Parties shall agree arrangements designed to achieve the greatest degree of delegation to the other Party necessary for the purposes of this Agreement which is consistent with the statutory constraints.

30. Commissioning Arrangements

The following shall apply to Integrated Commissioning:-

- Where there are Integrated Commissioning arrangements in respect to the commissioning of a Service, both Parties shall work in cooperation and shall endeavor to ensure that the NHS Functions and Council Health Related Functions are commissioned with all due skill, care and attention.
- 30.2 Both Parties shall be responsible for compliance with and making payments of all sums due to a Provider pursuant to the terms of each Service Contract.
- 30.3 Both Partners shall work in cooperation and endeavor to ensure that the relevant Services are commissioned within each Parties financial contribution in respect of that particular Service in each Financial Year.

31. Appointment of a Lead Commissioner

- 31.1 Where the Parties agree that there are to be Lead Commissioning Arrangements the Lead Commissioner shall:-
 - 31.1.1 exercise the NHS Functions in conjunction with the Council Health Related Functions
 - 31.1.2 endeavour to ensure that the NHS Functions and Council Health Related Functions are funded within the parameters of the financial contributions of each Party in relation to each particular Service in each Financial Year
- 31.2 Commission Services for individuals who meet the respective Eligibility Criteria.
- 31.3 Contract with a Provider(s) for the provision of the Services on terms agreed with the other Party.
- 31.4 Comply with all relevant legal duties and guidance of both Parties in relation to the Services being commissioned.
- Where Services are commissioned using the NHS Standard Form Contract, perform the obligations of the "Commissioner" and "Co-ordinating Commissioner" with all due skill, care and attention and where Services are commissioned using any other form of contract to perform its obligations with all due skill and attention.
- 31.6 Undertake performance management, quality surveillance and contract monitoring of all Service Contracts.
- 31.7 Make payment of all sums due to a Provider pursuant to the terms of any Services Contract.
- 31.8 Via the BCCAG, keep the other Party regularly informed of the effectiveness of the arrangements including the Better Care Fund and any overspend or underspend in a Pooled Fund.

SIGNATURES SHEET

SIGNED on behalf of

HALTON BOROUGH COUNCIL

XXXXXX (signature)

SUE WALLACE-BONNER (print name)

EXECUTIVE DIRECTOR FOR ADULTS (position)

(duly authorised in that behalf)

SIGNED on behalf of

NHS CHESHIRE AND MERSEYSIDE INTEGRATED CARE BOARD

XXXXXX (signature)

GRAHAM URWIN (print name)

CHIEF EXECUTIVE (position)

(duly authorised in that behalf)

Schedule 1: Role, Function and Rules of the One Halton Operations & Delivery Sub-Committee (ODSC)

- S1.1 In this Schedule, "member" or "members" shall be defined by reference to the bodies (as amended from time to time as hereinafter set out) as set out in this Schedule 1
- S1.2 There will be regular reviews of the composition of the ODSC in order to reflect any changes in the Parties and members or in national guidance or legislation.
- S1.3 Any of the Parties may from time to time replace or fill a vacancy of one or more of its appointees to serve on the ODSC.
- S1.4 Each of the Parties shall appoint named persons as substitute members who shall attend meetings of the ODSC in the absence of the member for whom they are a substitute member.
- S1.5 The ODSC may co-opt persons to sit on the ODSC for a fixed period or to assist with specific matters but such co-opted members shall not be entitled to vote at any meetings of the ODSC.
- S1.6 The Chair of the ODSC will be the Executive Director for Adults, Halton Borough Council.
- S1.7 The Chair shall preside over the ODSC meetings. If the Chair is not present then the Vice-Chairperson shall preside. If neither the Chair nor the Vice-Chairperson is present, the members of the ODSC present shall select a Chair for the meeting from the members who are present at the meeting. The Sub-Committee will elect a Vice-Chair from within its membership, but like the Chair, will also rotate on a 6 monthly basis.
- S1.8 The ODSC shall meet on a monthly basis. The timing of the meeting may change in exceptional circumstances with the agreement of the Parties and the Chair. Reports and agendas shall be circulated, wherever possible, to the members at least five working days in advance of the said meeting. The agenda papers shall be sent to the members of the ODSC and to such other persons and agencies who would normally receive the papers had the Parties been reporting to their own respective boards in respect of funding arrangements. Any items or matters, which are deemed to be exempt from discussion in public or before the press must be properly and clearly marked and endorsed with the reason thereof. For Exempt Information see definition 1.11 on Page 5 and for further information Appendix 1.
- S1.9 The minutes of all meetings of the ODSC shall be sent to members of the One Halton Partnership Board and the Parties within 7 working days of the said meeting.
- S1.10 The members of the ODSC may be authorised by the Parties within the Service of Delegation (which is received through their respective organisation's own financial scheme of delegation) to agree Lead Commissioning, Integrated Commissioning or Joint Commissioning Arrangements for the purposes of the provision of the Services.

- S1.11 Members of the Sub-Committee must disclose an interest when a Sub-Committee meeting will be considering an item in which they have a personal interest and are likely to benefit. Members must disclose an interest to the Chair in advance of the meeting and the Chair will manage this in line with agreed organisational policies of member organisations.
- S1.12 The role of the ODSC is to provide direction, oversight, monitoring and use of the Pooled Budget. The ODSC will be supported in this duty via the Better Care Commissioning Advisory Group (BCCAG). The BCCAG will review in detail information pertaining to Pool impact, quality, performance, activity and finances, and make recommendations to the ODSC on remedial action plans or future use of the Pool as appropriate. The ODSC will receive a summary report from BCCAG meetings, setting out key issues and recommendations for decision as required.
- S1.13 The ODSC will encourage the full use of the Health Act Flexibilities as defined within the 2022 Act.
- S1.14 As part of the ODSC's responsibility for the overseeing, monitoring and use of the Pooled Fund Arrangements for the Services, they will receive reports and information on the operation of the same from the Pool Manager and the BCCAG.

S1.15 Membership

Membership of the ODSC will consist of the following representatives:-

NHS Cheshire & Merseyside

- Associate Director of Transformation & Partnerships
- Associate Director of Quality & Safety Improvement
- Head of Acute Commissioning
- Head of Transformation –Primary & Community Care

Halton Borough Council

- Executive Director for Adults
- Executive Board Portfolio Holder (Adult Social Care)
- Operational Director, Commissioning & Provision
- Divisional Manager, Care Homes Division
- Director of Public Health

Other Members

- Director of Operations (Halton) Bridgewater Community HealthCare
 NHS Foundation Trust
- Chief Operating Officer Warrington & Halton Teaching Hospitals NHS Foundation Trust
- Assistant Director of Operations St Helens & Knowsley Teaching Hospitals NHS Trust
- Deputy Divisional Director Dental & Mid Mersey Places Merseycare NHS Foundation Trust
- Director of Operations & Performance Widnes Primary Care Network
- GP Runcorn Primary Care Network
- Regional Director Cera Care
- Chief Executive Halton & St Helens Voluntary & Community Action

- S1.16 The ODSC will elect a Vice Chair from within its membership.
- S1.17 The Sub-Committee has the right to co-opt non-voting members and invite non-voting individuals to attend for specific issues.
- S1.18 Any of the Parties may from time to time replace one or more of its representatives to serve on the Sub-Committee.
- S1.19 Any member of the Sub-Committee wishing to resign shall give written notice to the Chair who shall report the matter to the ODSC. Members from HBC and the ICB shall cease to be members of the Board where their employment with or elected membership of HBC and the ICB ceases.
- S1.20 The ODSC will be accountable to the One Halton Partnership Board and the respective Parties Boards or Governing Body.
- S1.21 The minutes of all meetings shall be sent to the BCCAG within 7 working days of the said meeting.
- S1.22 The ODSC shall adhere to the role, function and constitution as laid out in Schedule 1.
- S1.23 Any decisions of the ODSC must have the approval of the respective Parties Boards or Governing Body unless otherwise delegated to the members of the ODSC as set out in their respective Schemes of Delegation.

Schedule 2: Role, Function and Rules of the One Halton Better Care Commissioning Advisory Group (BCCAG)

- S2.1 In supporting an aim of ensuring the optimum and best use of place based resources in Halton, key responsibilities of the BCCAG include:-
- S2.2 To monitor performance of the Better Care Fund plan, including achievement of the Plan's aims and ambitions, and overall plan and service performance, quality, activity and finance measures.
- S2.3 To develop and prepare the performance management framework, incorporating, BCF mandated measures alongside Place-specific outcome, performance quality, activity and financial measures, identifying and recommending remedial actions to address under performance.
- S2.4 To identify, develop and make recommendations to the One Halton ODSC on the alignment of budgets, focusing on the overall aim of improving the local health and care system to deliver better outcomes for Adults in Halton
- S2.5 To be responsible for overseeing the management, monitoring and use of agreed Aligned Budgets and the Better Care (Pooled) Fund, through monthly reports, for onward reporting to the One Halton ODSC and FPSC.
- S2.6 To be responsible for monitoring contractual relationships with Providers financed by the Better Care (Pooled) Fund and agreed Aligned Budgets, through the implementation of a performance management framework (performance, activity, finance and quality), ensuring that over or under performance is quantified in financial terms as well as activity and quality terms, for onward reporting to the One Halton FPSC.
- S2.7 Based on financial and performance information available, develop and make recommendations to the One Halton ODSC, impacting on the strategic, commissioning and operational direction of Adult Services in Halton.
- S2.8 Develop and monitor a Risk Register, as it pertains to the Better Care (Pooled) Fund and Aligned Budgets and associated activities, and make recommendations to the One Halton ODSC, as required, on any associated financial recovery proposals/plans necessary.
- S2.9 Ensure that robust Joint Working Agreements/Section 75's associated with agreed Place Based Budgets/Pooled Budgets are developed, effectively implemented and reviewed as necessary.
- S2.10 To be responsible for implementation of the decisions of the One Halton ODSC as they relate to the Better Care (Pooled) Fund and agreed Aligned Budgets.
- S2.11 To analyse government policies, local and national research and audit and national information relating to care and support services and present such information to the One Halton ODSC as they pertain to Adult Care and Support Services in Halton, funded via the Better Care (Pooled) Fund and Aligned Budgets.
- S2.12 Meetings of the BCCAG shall be held monthly. Draft minutes will be issued to Group members within 7 days of its meeting.

- S2.13 The BCCAG will be accountable to the Parties via attendees at the Group and via formal reporting through to the ODSC. A finance report will be presented to the One Halton FPSC following consideration by the BCCAG.
- S2.14 The members of the BCCAG may be authorised by the Parties within the Scheme of Delegation (which is received through their respective organisations own financial scheme of delegation) to authorise expenditure from the Pooled Fund where it is not within the delegated limits of the Pooled Fund Manager and the entering into Service Contracts with a Provider.

S2.15 **Membership**

The BCCAG is chaired, jointly, on a rotational basis, by HBC Operational Director, Commissioning & Provision and the Associate Director of Transformation and Partnerships (Halton Place), NHS Cheshire and Merseyside. Membership of the Sub Group will consist of the following representatives:-

- Operational Director, Commissioning & Provision, HBC (Joint Chair)
- Finance Manager, HBC
- Commissioning & Development Manager, HBC
- Associate Director of Transformation and Partnerships (Halton Place), NHS Cheshire and Merseyside (Joint Chair)
- Head of Programmes UEC & Aging Well (Halton Place), NHS Cheshire and Merseyside
- Head of Finance (Halton Place), NHS Cheshire and Merseyside
- S2.16 The rotation of the joint chair will occur every 6 months. The Chair for the initial 6-month period will be the HBC Operational Director, Commissioning & Provision. In line with the rotation of the Chair, administrative support for the BCCAG will also rotate as necessary.
- S2.17 The BCCAG may co-opt members for the purposes of providing expertise to the BCCAG in relevant matters.
- S2.18 Members of the BCCAG have collective responsibility and accountability for its decisions that further the aim of One Halton in improving the outcomes of local residents. Due to this approach, the BCCAG will not require a quorum in respect of specific numbers of representatives from HBC or NHS Cheshire and Merseyside.

Schedule 3: Finance

S3.1 Contributions – Financial Year 2023/24

S3.1.1 For the purposes of Paragraph 5, the Better Care (Pooled) Fund for the period 1st April 2023 to 31st March 2024 is set out below (subject to variation as agreed between the Parties):-

Better Care (Pooled) Fund: £TBC

Breakdown of the above budget is outlined in Appendix 2.

S3.2.1 The contributions will be determined by the respective Parties and agreed by 1st March.

S3.2 Additional Funds

S3.2.1 If any additional funding related specifically to the Better Care Fund becomes available to any of the Parties during the Financial Year the Pool Manager should be advised of such circumstances and the funds shall be transferred to HBC or the ICB dependent on who is the host party, for inclusion in the Pooled Fund.

S3.3 Variations of Contributions

S3.3.1 If in exceptional circumstances any of the Parties should wish to reduce their contributions to the Pooled Fund during the Term of this agreement by a sum which would exceed 5% of their annual contribution, then such party shall serve six months previous notice in writing upon the other.

S3.4 Overspends

- S3.4.1 The Pooled Fund shall be managed by the Pool Manager with the intention of producing a balanced budget at the end of the financial Year.
- S3.4.2 In the event that the Pool Manager identifies (at any period during the financial year) that there will be insufficient budgetary provision to meet the likely expenditure for the Financial Year then this shall be reported to the BCCAG. That report shall clearly set out a validated finance and activity position and a clear rationale for why expenditure is expected to exceed the budget. Any party may request an audit of that report to assure the BCCAG of the actual position and to support the development of a remedial action plan. The report shall also articulate any risks associated as a consequence of insufficient funds being available. At such point, the lead commissioner for the service will be consulted and remedial action considered against that party to support the collective management of the pooled budget.
- S3.4.3 In the event referred to in paragraph S3.4.2 the following procedure will take effect:-

- S3.4.3.1 The BCCAG will be convened within 2 weeks of the report by the Pool Manager to produce a financial plan to address the budget insufficiencies within the existing Pool Fund allocation.
- S3.4.3.2 The financial plan will be presented to the Parties for discussion and agreement within 4 weeks of the report by the Pool Manager.
- S3.4.3.3 Where the Pool Fund is unlikely to be able to meet the agreed contractual duties of this Agreement then the Pool Manager may make proposals, supported by the respective commissioning lead, to the BCCAG including a reduction in service activity, and seek further action of the Parties as special conditions for the temporary support of the budget. In the event of any agreed reduction in service an Equality Impact Assessment and Quality Impact Assessment will be required in advance of any reductions in service being actioned.
- S3.4.3.4 Prior to the implementation of the financial plan referred to above at S3.4.3.2 any conditions which the Pool Manager shall seek to impose including amendments to this Agreement shall first be agreed with the Parties.

Where emerging pressures are identified to be supported by the BCCAG, through integrated commissioning arrangements, an appropriate risk share agreement will be established to support such responses.

S3.4.4 In the event that there is an overspend on the Pooled Fund at the end of the financial year, then the Pool Manager shall seek agreement from the party to offset the overspend.

S3.5 Termination of this Agreement

- S3.5.1 At the expiration of the Term or at any other date of termination as hereinbefore referred to, any surplus of monies held in the Pool Fund shall be repaid to the Parties in such proportion, as is equal to their respective contributions made during the Term of this agreement, subject to Audit approval.
- S3.5.2 If the parties agree to renew this Agreement at the expiration of the Term and there is a surplus of monies, representing an underspend, held in the Pool Fund, then it shall be rolled over into the next successive Financial Year, unless otherwise agreed by the parties.

S3.6 S.151 Officer / Chief Finance Officer for the ICB

S3.6.1 The Pool Manager will be accountable for managing the Pooled Fund and reporting to the HBC's Operational Director (Finance), who is the officer appointed by HBC for the purposes of S.151 of the Local Government Act 1972 and S.114 of the Local Government Finance Act 1988 or to the ICB's Chief Finance Officer where the ICB is the Host Party.

S3.7 ICB's and HBC's Financial Standing Orders and Finance Regulations

- S3.7.1 The ICB's and HBC's Financial Standing Orders will apply to the operation of the Pooled Fund.
- S3.7.2 All Service Contracts and conditions of either of the Parties existing at the commencement of this agreement will be honoured until the date of their expiry. Any new Service Contracts entered into by either Party will be made in accordance with paragraph 3.7.1.

S3.8 Monitoring and Reporting Arrangements

S3.8.1 The ICB or HBC (depending upon who is the Host Party) will provide the Pool Manager with monthly budget reports on the Pooled Fund and any expenditure incurred from the same. Where expenditure is incurred on behalf of the Pooled Fund by the Parties or those it commissions to carry out such work then those agencies will be required to record the detailed transactions within their accounting systems and provide monthly reports (in a format to be agreed by the Parties) to either the ICB or the HBC for inclusion within the monthly Pooled Fund reports to the BCCAG, ODSC and FPSC.

S3.9 VAT

S3.9.1 The Parties shall agree the treatment of the Pooled Fund for VAT purposes in accordance with any relevant Guidance from HM Customs and Excise.

S3.10 Expenses

S3.10.1 Any expenses as agreed by the ODSC or FPSC incurred by service users and carers in attending meetings of the BCCAG, ODSC or FPSC may be paid from the Pooled Fund in accordance with the ICB or the HBC subsistence and travel rules and the expenses of any other members of the BCCAG, ODSC or FPSC shall be met by their employers or respective body.

S3.11 Payment Arrangements

S3.11.1 In the event of the ICB making its Revenue Payment to the Pooled Fund hosted by HBC such payment shall be by monthly installments within 5 working days of the start of each quarter month commencing on 1st April 2023 on production of an invoice from HBC with any relevant supporting documentation provided that such payment to the HBC will be dependent upon receipt of the Revenue Payments made into the Pooled Fund by the HBC.

S3.11.2 In the event of the HBC making its Revenue Payment to the Pooled Fund hosted by the ICB such payments will be made in 12 equal monthly installments on receipt of an appropriate invoice and where necessary, with supporting documentation on 15th of each month commencing from 15th April 2023 provided that such payment to the ICB will be dependent upon receipt of the Revenue Payments made into the Pooled Fund by the ICB.

S3.12 Efficiency Savings

S3.12.1 The Pooled Fund will have to demonstrate that it is achieving the required efficiency targets set by the Parties.

S3.13 Capital Expenditure

- S3.13.1 Capital expenditure for the purchase of Capital Assets cannot be incurred without the prior written approval of the BCCAG and Section. 151 officer and the ICB's Chief Finance Officer.
- S3.13.2 In the event of approval being given as in clause S3.13.1 the Parties shall decide which of them shall purchase and own the Capital Assets on behalf of the Parties and thereafter be responsible for the maintenance, repair, renewal and insurance costs of the Capital Assets on behalf of the Parties.
- S3.13.3 The Pool Manager shall be responsible for producing and thereafter maintaining a register of Capital Assets purchased from the Pooled Fund.
- S3.13.4 On the disposal or sale of any of the Capital Assets, either during the Term of this agreement or upon termination of the same (for whatever reason) the net proceeds from such disposal or sale shall be returned by the Pooled Fund.
- S3.13.5 If the proposed cost of any of the Capital Assets shall exceed £5,000 (other than those purchased through the Disabled Facilities Grant) then such cost shall not be funded from the Pooled Fund but shall require the submission and preparation by a manager of an initial Business Case to be made to the BCCAG which shall, if it accepts the validity of the Business Case, then refer such request for making a formal bid or request whether by submission of a formal Business Case for approval or otherwise to the appropriate statutory funder for such monies and if approved such Party shall retain legal ownership of the Capital Assets.
- S3.13.6 In the event of either Party receiving Capital Expenditure grant from the Government or other public department a protocol will be agreed by the BCCAG, taking advice from the S.151 officer of the HBC and the Chief Finance Officer of the ICB as to how such monies may be returned to the relevant party on termination of this Agreement howsoever accruing.

S3.14 Specific Grants

- S3.14.1 It is recognised by the Parties that the contribution to the Pooled Fund made by HBC and the ICB will not initially include specific grant monies from the Department of Health & Social Care. In the event that specific grant monies become available for the Client Group the process described at S3.2.1 is to be followed, if the parties wish for the monies to be included in the Pooled Fund.
- S3.14.2 In the event that such grants monies are withdrawn none of the Parties shall be required to fund such shortfall from its own resources and the Parties shall inform the ODSC and FPSC and the Pool Manager of such event arising as soon as reasonably practicable.
- S3.14.3 The Parties shall apply such information detail and audit evidence relating to the expenditure incurred by the Pooled Fund as may be required by the Parties and their auditors to satisfy any of the conditions which may have been imposed upon the Parties by the relevant funding body on receipt of such grant monies including evidence of the activities upon which such expenditure was incurred

S3.15 Budget Timetable

- S3.15.1 The annual HBC Budget for the whole Council will be set in accordance with the HBC's Corporate Budget Setting Process, identified below and which shall include those monies to be contributed by HBC to the Pooled Budget.
- Subject to which party is holding the Pooled Fund either the Chief Finance Officer for the ICB or the Chief Accountant for the HBC will contact the budget managers for the relevant Services, including the Pooled Manager, to request any information required and arrange meetings with Budget / Pool Manager during September and October, in preparation of setting the budget for the forthcoming year. It is essential that the information be provided promptly so that the overall deadlines for budget preparation are to be achieved.

S3.15.3 The indicative budget timetable for HBC is as follows:

- The current year budget will be revised continuously, as soon as virements are approved in accordance with standing orders.
- The current year budget will be reviewed each year in September & October, in conjunction with Budget Managers.
- The forthcoming year's base budget (i.e. before growth and savings) will be prepared by Mid-December.
- The Provisional Local Government Finance settlement from Central Government is expected by mid-December.
- Management Team and Executive Board will then consider the forthcoming base budget in the light of the provisional settlement.
- Management Team and Executive Board will consider growth and savings options during January and once approved these will be built into the forthcoming budget
- The budget will be approved and published in the Adults Directorate's electronic Budget book. This will be available to all Budget Managers by the end of March.
- Executive Board will consider the levels of fees and charges proposed for the forthcoming year during March.

S3.15.4 The indicative budget timetable for the ICB is as follows:-

- System financial planning process commences December to January with review of spend and expected outturn including identification of subsequent year's financial pressures
- National planning instructions (i.e. NHS Operational Planning Guidance, NHS Finance and Contracting Guidance, indicative allocations and associated information) issued to NHS organisations in December
- Draft System Finance Plan, which includes the ICB's Annual Budget, presented to ICB Board during February
- January to February budget meetings convene across the ICB to inform the spend priorities and commitments and commissioning plans/intentions to facilitate delivery of the ICB's and the System's required financial objectives
- Final System Finance Plan (in conjunction and correlation with the System's Workforce and Operational Activity Plans) presented for ICB Board approval ahead of formal submission to NHS England by 31st March
- Regular reviews of budgetary performance within ICB (at both corporateand place-levels) undertaken with respective oversight, and with the One Halton Finance and Performance sub-committee having oversight responsibility for the financial performance of the pooled health and care fund
- ICB Place budget formally assigned to the ICB at Halton leadership team prior to the commencement of financial year

- S3.15.5 The ICB's Chief Finance Officer will confirm the ICB's minimum contribution to the Better Care Fund, to the HBC Finance Manager, by the end of March each year.
- The Parties shall agree the budgets and their respective contributions to the Pooled Fund by the 1st April for the financial year beginning on 1st April. This will be subject to the national timetables for issuing guidance to support the Better Care Fund development for the period.
- Partners of the Pool Fund need to ensure a realistic and sustainable budget is set and approved by Senior Management at the start of the financial year. This should include identifying significant cashable efficiency gains and should protect front line services and vulnerable members of the community as far as possible. It should deliver improved procurement and ensure value for money. The council's budget will be set in accordance with the Medium Term Financial Strategy which provides the context and assumptions upon which the following year's budget will be prepared. Both partners must ensure budgets include appropriate uplifts for pay and price inflation in respect Salary Budgets at the very minimum, to ensure a balanced budget at year end and to prevent exposing the pool to financial risk.

Schedule 4: Delegation Limits

S4.1 **Delegated Authority**

As stated in Governance 3.2, neither the ODSC nor the BCCAG is an autonomous body and does not therefore have legal status. Any decisions of the BCCAG and/or the Pool Manager which are beyond their respective delegated authority/limits (as set out below) or are inconsistent with the terms of this agreement would require the prior approval and/or the ratification of the governing bodies of the Parties organisations in accordance with both Parties Standing Orders, Prime financial policies and Schemes of Delegation.

- S4.1.1 As stated in Schedule 3, paragraph 3.7 the Pooled Fund will (subject who is the Host Party) be operated under either the ICB's or the Council's Constitution, Standing Orders and Finance Regulations. Within paragraph 3.4 of the Council's Standing Orders relating to Finance there is provision for Delegated Authority to be granted to Officers of the Council for the certification of financial and personnel documents with the approval of the Executive Director for Adults and Head of Internal Audit.
- S4.1.2 Delegated powers to authorise expenditure from the Pooled Fund and enter into Services Contracts with Providers for the respective Parties together with the limits of their authorisation, including the Pool Fund Manager, will be in line with each respective organisation's schedule of delegated financial limits.
- S4.1.3 Authorised Certifying Officers shall be responsible for all financial arrangements delegated as per their organisation's schedule of delegation list and shall maintain a sufficient record of all transactions to account to the Pool Manager for the Pooled Funds.
- S4.1.4 The Pool Manager should ensure that certifying officers are familiar with the procedures and requirements set out in the Standing Orders Relating to Finance and Procurement and be satisfied that officers are aware of and comply with the correct procedures.
- S4.1.5 Authorised Certifying Officers have a responsibility to assist the Internal Auditors acting on behalf of the Council when reviewing any internal or financial control system for which they are responsible.
- S4.1.6 Delegated powers are restricted to individual areas of management control as stated within this Agreement. In particular the certification of financial documents requires responsibility for ensuring adequate budgetary provision is available and documents are processed strictly in accordance within the specific authorisation limits as detailed in the list.
- S4.1.7 Any changes to the officers included in the list can only be authorised jointly by the Executive Director for Adults, ICB Chief Finance Officer, and the Head of Internal Audit.
- S4.1.8 Specimen signatures have been obtained for all the certifying officers and copies provided to the relevant sections within the Adults Directorate and the Chief Executive's Directorate.

Appendix 1: Exempt Information

- 1. The ODSCmay choose to discuss in private certain information which includes or is likely to involve discussion of Exempt Information for the purposes of Schedule 12A Local Government Act 1972. The categories of Exempt Information applicable as at 29 September 2004 are listed for illustrative purposes only below and references in Schedule 12A aforesaid to 'the authority' shall in the context of this Agreement be taken to refer to the BCCAG
- 2. The ODSC shall discuss in private any item of business which includes or is likely to involve discussion of confidential information.
- 3. In the context of this Clause the expression 'Confidential Information' shall typically, though not exhaustively, mean:-
 - a) information furnished to the ODSC of any member of the BCCAG or to the Council or to the ICB by a government department upon terms (however expressed) which forbid the disclosure of the information to the public; or
 - b) information the disclosure of which to the public is prohibited by or under any enactment or by order of a court.

Appendix 2: Finance

Breakdown of Better Care (Pooled) Fund Budget:-

Minimum ICB Contribution (Better Care Fund)
 £TBC

Disabilities Facilities Grant
 £TBC

• ICB Contribution to Pool £TBC

HBC Contribution to Pool
 £TBC

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REPORT TO: Executive Board

DATE: 16th March 2023

REPORTING OFFICER: Executive Director, Adult Services

PORTFOLIO: Adult Social Care

SUBJECT: Homelessness Funding Grant Allocation

WARD(S) Borough-wide

1.0 PURPOSE OF THE REPORT

1.1 This Report describes the various grants that have been issued by Central Government to support rough sleepers and people who are, or are likely to become, homeless. It makes proposals for the allocation of these grants for 2023/24.

2.0 **RECOMMENDATION: That**

- 1) Executive Board note and consider the contents of this report; and
- 2) Approve the recommendations for expenditure against the grants, as described in Appendices 1 and 3.

3.0 **SUPPORTING INFORMATION**

3.1 Context

- 3.1.1 The Government confirmed the allocation of a key element of the overall investment: funding through the Homelessness Prevention Grant, which is available to local authorities in 2023/24 to support and deliver services to prevent and tackle homelessness.
- 3.1.2 Halton has been allocated homelessness grant funding of £369.085 for 2023/24. The Government streamlined the funding allocation to simplify the process; with the Homelessness Prevention Grant replacing the Flexible Homelessness Support Grant and the Homelessness Reduction Grant.
- 3.1.3 The funding grant allocation will be ring-fenced to ensure the Local Authority has the resources to take action to prevent homelessness, and utilise the funding to continue to implement the Homelessness Reduction Act.

3.2 **Purpose of Grant Funding**

- 3.2.1 The purpose of the Homelessness Prevention Grant is to give local authorities control and flexibility in managing homelessness pressures and supporting those who are at risk of homelessness, and to deliver the following priorities:
 - To fully enforce the Homelessness Reduction Act and contribute to ending rough sleeping by increasing activity to prevent single homelessness:
 - Reduce family temporary accommodation numbers through maximising family homelessness prevention; and
 - Eliminate the use of unsuitable bed and breakfast accommodation for families for longer than the statutory six week limit.
- 3.2.2 This funding will be provided upfront in April 2023 and can be used flexibly as part of the councils' resourcing to contribute to the costs of statutory duties, including implementing the Homelessness Reduction Act, domestic abuse and supporting with the costs of temporary accommodation.

3.3 **Proposed Funding Allocation**

The Homelessness Prevention Grant will be allocated to improve and deliver statutory services and develop new initiatives to prevent homelessness. The proposed Prevention grant funding allocation is outlined within Appendix 1.

3.3.1 Prevention

Within the grant allocation funding, there is an additional amount of £60.000. It is proposed that the funding will provide financial incentives to prevent homelessness and offer vulnerable clients financial assistance and support to prevent homelessness and sustain tenancies.

These services have proven successful during the latter years and assisted clients to remain within their homes or have the necessary assistance to move into alternative suitable housing accommodation.

3.3.2 Private Rented Sector

One of the biggest barriers for clients accessing private rented accommodation is the need for guarantors. The LA reviewed the Bond Guarantee Scheme in 2022 and now offers a guarantor service for up to 3 - 6 months. The service enables vulnerable client groups to access properties in the private sector, this has also had positive impact in breaking down barriers to encourage landlords to

work directly with the LA. The scheme will also link in with the Bond Guarantee Scheme to offer longer term support and reassurance to landlords.

3.3.3 <u>Triage Officer</u>

The triage officer will offer front line support to the team to complete initial assessment and ascertain what interim action is required. The officer will manage the temporary accommodation placements and address all identified issues relating to homelessness clients placed within the accommodation. The post will reduce the pressure upon the team, thus allowing officers to focus upon homelessness prevention measures.

3.3.4 Domestic Abuse

The domestic abuse funding of £11.000 will be transferred to the relevant directorate and used to assist victims of domestic abuse to retain tenancy security and offer additional training to officers.

3.4 Additional Debt Management Officer

The present economic crisis has affected many households, who struggle with issues of debt and affordability. The CAB presently offer advice services, but are overwhelmed with the level of referrals received, resulting in many clients not accessing the relevant services quickly.

The proposal for a new debt management officer is to sit across both the CAB and Housing Solutions to offer a more efficient and robust service to clients. The officer will work directly with the designated Housing Solutions Officer who specialises repossession orders within the social and private rented sector and the Mortgage Rescue Centre. The purpose of the role is to have a joined up approach to helping clients remain within their homes, and tackle consolidate debt and increase access prevention/support funding.

3.4.1 <u>Housing Solutions Activity</u>

During the last 10 months the Local Authority has seen an increase in the level of clients approaching the Housing Solutions Team for support and assistance, as many landlords pursue legal possession of their properties. The table below illustrates the level of repossession notices issued within the social, private and home ownership sectors during past two years.

| | Home Ownership | Private Rented Sector | Registered Social Landlord |
|--------------|-------------------|-----------------------------|-------------------------------|
| April 2022 – | 85 | 521 | 337 |
| Feb 2023 | | | |
| April 2021 – | 69 | 110 | 190 |
| Mar 2022 | | | |

Within the Housing Solutions Team there is a designated officer who is actively involved in the court process. The officer works directly with lenders to reach an agreement that will allow the clients to remain within their home. The Mortgage Rescue Scheme and possession process has been identified as a priority and funding allocated to assist homeowners and tenants.

Although the number of private and social rented sector illustrates the highest possession figures, not all will result in the landlord pursuing possession of the property. Staff are working tirelessly with clients and landlords to address any issues and utilise the prevention fund to offset arrears, save the tenancy and prevent homelessness.

There is a robust process in place with the registered social landlords that notifies the housing solutions adviser at early stage of pending action. The process has proven successful with the officer achieving positive outcomes to reduce evictions and negotiations to enable the client to remain within their home. Level of activity during April 2023– Feb 2024 (See Appendix 2)

3.5 Rough Sleepers Initiative Funding

- 3.5.1 The Rough Sleeping Initiative Funding (RSI) will continue to run upto 2025. The annual funding award of £106..000 is ring fenced and will enable the LA to retain existing services, to ensure the funds are dedicated to achieve the shared ambition of ending rough sleeping.
- 3.5.2 This funding is described as being made available for local authorities to support people living on the streets. The Local Authority was awarded £106,000 for 2023/24 and the proposed bid to continue with existing services is detailed within Appendix 3.
- 3.5.3 The identified services are a continuation of the service presently being delivered, which has proven successful and has been highlighted as best practice. The outreach support services will work with all rough sleepers to assist them off the streets and access to short and long term sustainable accommodation.

3.6 External Funding Grants

3.6.1 The Local Authority has been successful in securing a number of

grant funding to improve support and service delivery across Homelessness Services.

| 3.6.2 | Funding Grant | Initiative | Total Award |
|-------|---------------------|---------------------------|-------------|
| | Rough Sleeper Grant | Accommodation / Support | £106.00 |
| | Trailblazer Grant | 2 x Early Intervention | £90.000 |
| | | Officers | |
| | AFEO – Ex | 2 x Offender Co-ordinator | £100.000 |
| | Offenders | Posts (across Halton & | |
| | | Knowsley) | |

- 3.6.3 The trailblazer funding is part of the Housing First Programme that funded two early intervention officers for Halton, however, the contracts were due to end March 2022. The Combined Authority successfully securing additional funding via DHLUC for a further three year period to ensure the continuation of the identified services below.
- 3.6.4 The AFEO funding introduced a new co-ordinator post in 2021/22 to work across offender services and improve service delivery. The post has achieved successful outcomes and there has been a vast improvement in communication, partnership working, subsequently, no offender has been released back to Halton or Knowsley without a full pathway plan and accommodation route. The service has been deemed good practice and the remaining Liverpool City Region Local Authorities are now introducing the same approach.

4.0 **POLICY IMPLICATIONS**

4.1 There are no policy implications arising from this report.

5.0 FINANCIAL IMPLICATIONS

- 5.1 The financial implications are as described in this Report.
- The increased demand in homelessness presentations has placed additional pressure upon the team. The funding grant will provide additional staffing to deliver homelessness services and reduce/prevent homelessness and will complement the ongoing delivery of services for homelessness clients, with additional financial assistance to promote lifestyle change and sustainability.
- 5.3 The funding implication for the new debt advice officer will be for a 12 month period and funded via the Homelessness Prevention Grant.

6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES

6.1 Children & Young People in Halton

The services and support provided by the Housing Solutions Team apply to young people, families and care leavers, as well as to individuals who find themselves homeless. These can be some of the most vulnerable groups in our communities, and many rely on accessing suitable social housing to meet their needs.

6.2 Employment, Learning & Skills in Halton

None identified.

6.3 A Healthy Halton

Key elements of the services for rough sleepers include the provision of an outreach nurse practitioner, and an outreach team to help entrenched rough sleepers to engage with services, move off the streets and address housing and health needs. The nurse practitioner can prescribe and can provide direct health advice and support, thereby reducing pressures on hard-pressed GP and secondary care services.

6.4 A Safer Halton

Although the number of rough sleepers in Halton is small, they can be perceived as being a public nuisance, particularly when associated with begging. The services and supports funded by the grant allocations help to reduce the numbers of people sleeping rough and to manage their situations more effectively.

6.5 Halton's Urban Renewal

None identified.

7.0 **RISK ANALYSIS**

- 7.1 On an individual basis, the provision of help and support from the housing and homelessness service is addressing the needs of some of the most vulnerable people in our area.
- 7.2 The provision of services to support rough sleepers and potentially homeless people is a statutory requirement. Without the services and support described in this Report and funded by grant allocation, the council would be at risk of legal challenge.

8.0 **EQUALITY AND DIVERSITY ISSUES**

- 9.0 **CLIMATE CHANGE IMPLICATIONS**
- 9.1 None identified.
- 10.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972

None under the meaning of the Act.

APPENDIX 1

Proposals for allocation of the Homelessness Prevention Grant

| Funding | Service Delivery | Purpose |
|---------|---|--|
| | 2511100 25111019 | |
| £34.000 | 1 x Housing Solutions Adviser | Increased levels of homelessness put additional pressure upon Housing Solutions Team. |
| £28.000 | Triage Officer | Additional officers to meet demand and ensure LA is fully compliant with statutory requirement. |
| £32.000 | Debt Consolidation Officer | Staffing resource delivered by CAB, work alongside Housing Solutions Adviser to assist vulnerable clients facing repossession. |
| £65.000 | Prevention Fund | Offer financial funding to prevent homelessness. E.g., rent arrears, safety certificates, deposits etc. |
| £15.000 | No Recourse to Public Funds (NRPF) – Families | Assist migrant Families (including those experiencing domestic abuse) who have NRPF, whilst applying for immigration status. |
| £25.000 | Mainstay & Jigsaw | Homelessness data reporting IT system (Jigsaw) |
| | | Accommodation and support referral IT system across LCR Mainstay |
| £50.000 | Bond Guarantee Service | Financial uplift for private landlords to encourage engagement and assist with accommodation provision |
| £45.000 | PRS Guarantor Scheme | The LA will act as guarantor for homelessness clients to enable them to access private rented |

| Funding | Service Delivery | Purpose |
|---------|-----------------------------------|---|
| | | accommodation and encourage private landlord engagement. |
| £30.000 | Mortgage Rescue | Financial assistance to homeowners to prevent homelessness. |
| £30.000 | GIFT Initiative | Furniture package for homelessness clients to assist when undertaking new tenancy. |
| £4.000 | Staff Training | Additional training for staff to ensure they are compliant with Homelessness legal requirements. |
| £11.000 | Domestic Abuse Burdens Funding | Funding to be transferred to relevant directorate to allocate towards service improvement for vulnerable clients. |

APPENDIX 2

Repossession Notice Activity

| Registered Social Landlord Activity | Total |
|---|--------------------|
| Referrals | 437 |
| Evictions prevented via Crisis Interventions | 60 |
| Evictions prevented via Relief Stage | 113 |
| Property Relinquished / Tenant Deceased | 5 |
| Court attendance – Suspended Orders | 53 |
| Prevention Funding Applications 20 – Total £9.000 | |
| Discretionary Housing Applications | 21 - Total £15.906 |

| Home Ownership Activity | Total |
|---|-------|
| Referrals | 85 |
| Evictions prevented at Relief stage | 24 |
| Evictions prevented via Crisis Intervention | 21 |
| Court attendance – suspended orders | 8 |

APPENDIX 3

Proposals for the allocation of the Rough Sleepers Initiative Grant

| Funding | Delivery | Purpose |
|---------|---|--|
| £17.000 | Changing Lives Sit up service | Provide 3 crisis spaces for rough sleepers for upto 3 nights. |
| £64.000 | Whitechapel 1 x Intensive Support Officer 1 x Move On Officer | Outreach support provision for rough sleepers.to source accommodation within the private rented sector |
| £20.000 | Prevention Fund | Financial assistance for rough sleepers. E.g. enhanced deposits, rent in advance etc. |
| £17.000 | Outreach support | Provide intensive support to rough sleepers placed at Lacy St/Market Street accommodation. |

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REPORT TO: Executive Board

DATE: 16th March 2023

REPORTING OFFICER: Director of Public Health

PORTFOLIO: Health and Wellbeing

SUBJECT: NHS Health Check Program

WARD(S) Borough Wide

1.0 PURPOSE OF THE REPORT

1.1 Request for Waiver of Standing Orders

A request for a waiver in compliance with Procurement Standing Order 1.14.4 v, of part 3.1 and 3.2 of procurement standing orders is sought to renew current public health services provided by GP Practices, specifically the NHS Health Check Program, for a three year period from 1st April 2023 to 31st March 2026, with the potential to be extended on an annual basis for a further two years until 31st March 2028.

2.0 **RECOMMENDATION**:

That the Executive Board:

- (i) notes the content of the report; and
- (ii) consider giving approval to the recommendation that the contract with GP practices should be extended for a further three year period, with the potential for two, one year extensions, without going through the Procurement process, in pursuance of Procurement Standing Order 1.14.4 (non-emergency procedures exceeding a value threshold of £100,000), seeking to waive part 3.1 and 3.2 of Procurement Standing Orders.

3.0 SUPPORTING INFORMATION

3.1 The NHS Health Check (NHSHC) program is commissioned in pursuance of the council's statutory responsibility to deliver this program and the council's responsibility to improve the health and well-being of the local population through the delivery of specialist Public Health advice and continued access to health improvement services.

- The NHSHC program is a preventive healthcare screening program for long term health conditions. It is delivered every 5 years to eligible individuals and includes screening for: cardiovascular disease (CVD), stroke, diabetes and kidney disease. The aim is to prevent development of these long term conditions and/or identify as early as possible where they already exist. The program is available to 40-74 year olds without pre-existing diabetes or CVD.
- The council holds a Service Level Agreement with 13 General Practices (GP'S) in Halton for the provision of the NHSHC to eligible individuals. It is not possible for this program to operate without the co-operation of the GP's and their delivery of the NHSHC. The best practice guidance for the NHSHC program indicates that as a national pathway GP's collaboration at the beginning and end of the process is vital. Firstly this is to ensure eligible patients can access the service and secondly so that the required interventions and investigations that may follow a health check can be commenced by the GP's.

The council, via its Health Improvement Team also delivers NHSHC's to eligible individuals, this primarily consists of delivering checks in GP's, but also encompasses community and workplace delivery.

- 3.4 Providers of the NHSHC need to be able to effectively manage the clinical risk inherent in the delivery of the check, they also need to hold a pre-existing contract with NHS England for the provision of personal or general medical services and have access to the registered patient list.
- 3.5 This report seeks a waiver to the Council's Standing Orders to directly award a contract to the GP Practices listed in Appendix 1 for the NHSHC program within GP practices. This includes ensuring the delivery of the NHSHC in all GP practices according to need and the clinical support and oversight of service delivery.
- 3.6 This award via a waiver is sought on the following basis:
 - The NHSHC is a clinical service that can only delivered by organisations that satisfy the requisite clinical and regulatory requirements
 - Only General Practices holding a contract with the NHS for provision of healthcare are entitled to keep, maintain and access a registered patient list. Access to confidential patient data contained within this list, is essential to fulfil obligations to deliver the NHSHC program.
 - Prevent disruption to the delivery of important and mandated services.
- 3.7 The NHSHC program must be delivered by appropriately trained,

accredited, experienced and supervised professionals to meet the standards set out in the NHSHC Best Practice Guidance document. This is a contractual requirement. Working with the GP's we will ensure that all clinical standards are met.

3.8 Delivery of the NHSHC program in Halton from April 2023 is being adapted to target those residents that need it most. Invites to attend checks will be targeted to those living in Index of Multiple Deprivation (IMD) deciles one and two. This is in response to the widening health inequalities gap in Halton and the relatively low level of uptake of the NHSHC previously by this cohort. Residents in more deprived areas of Halton are more likely to develop long term health conditions earlier in life, making an early health check important.

4.0 **POLICY IMPLICATIONS**

As stated, the NHSHC program is commissioned in pursuance of the council's statutory responsibility to deliver this program and the council's responsibility to improve the health and well-being of the local population through the delivery of specialist Public Health advice and continued access to health improvement services. The method of procurement complies with the Council's Procurement Standing Orders and Public Contract Regulations 2015. The service objectives are in line with the Health and Wellbeing and Clinical Commissioning Group Priorities.

5.0 FINANCIAL IMPLICATIONS

The total projected financial implication of the NHSHC contract with GP's will be an expected expenditure of £90,000 in each of the three years, 2023/24, 2024/25, 2025/26 and the additional extension years 2026/27 and 2027/28.

This equates to a total expenditure over the 5 year period of £450,000 if both extensions are used.

6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES

6.1 Children & Young People in Halton

None

6.2 Employment, Learning & Skills in Halton

A key factor in addressing health inequalities and determining health

and wellbeing is employability. The NHSHC program through its prevention and/or early identification of long term health conditions can support individuals to enter or maintain employment through good health.

6.3 A Healthy Halton

The proposal supports public health's delivery of the Health and Wellbeing strategy by maintaining access to health improvement services from primary care and the prevention of long term health conditions. This is essential given long term health conditions that are prevalent in Halton. These NHSHC program contributes to the achievement of the council's outcomes, including population health and reducing health inequalities as outlined in the priorities contained in the Joint Strategic Needs Assessment (JSNA).

6.4 A Safer Halton

None

6.5 Halton's Urban Renewal

None

7.0 RISK ANALYSIS

7.1 The Contract will be monitored by means of regular review meetings with the providers over the life cycle of the contract. GP's are paid a fee for the delivery of each health check and the contract monitoring process ensures these payments are an accurate representation of the amount of checks completed. Contract monitoring meetings will consider both overall activity and financial management alongside review of key quality and performance indicators which will be agreed jointly with the provider. This will assist commissioners in establishing whether the service performing against intended outcomes and represents value for money.

8.0 **EQUALITY AND DIVERSITY ISSUES**

8.1 The NHSHC program is delivered across all GP's in Halton (See Appendix 1) and as such offers equitable coverage for all Halton residents registered with a GP.

As stated the targeting of residents in IMD deciles one and two is a co-ordinated attempt to improve the uptake of the NHSHC in this underserved cohort of residents.

9.0 **CLIMATE CHANGE IMPLICATIONS**

9.1 There is no change in environmental impact of this service as it is a continuation of an existing service. No change in emission levels.

10.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972

Appendix 1 List of GP's commissioned under the NHSHC program:

Beeches Health Centre
Bevan Group Practice
Brookvale Practice
Castlefields Health Centre
Fir Park Medical Centre
Grovehouse Practice
Murdishaw Health Centre
Newtown Surgery
Oaks Place Surgery
Peelhouse Medical Plaza
Towerhouse Practice
Upton Rocks Surgery
Weavervale Practice

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REPORT TO: Executive Board

DATE: 16th March 2023

REPORTING OFFICER: Operational Director – Community and

Greenspace

PORTFOLIOS: Environment & Urban Renewal and Climate

Change

SUBJECT: Zero Waste Strategic Framework

WARD(S) Borough wide

1.0 PURPOSE OF THE REPORT

The purpose of this report is to;

- 1.1 Provide Members with details of the progress in developing a Liverpool City Region Zero Waste Strategic Framework in coordination with partner LCR local authorities, and;
- 1.2 Seek Members approval to adopt the key principles set out in the Liverpool City Region (LCR) Zero Waste 2040 Strategic Framework to minimise waste related carbon emissions through actions to prevent, reduce, recycle and re-use waste.

2.0 **RECOMMENDED:** That the Board:

- 1) approve the principles set out in the LCR Zero Waste 2040 Strategic Framework (attached as Appendix 1) to reduce waste related carbon emissions; and
- 2) approve continued partnership working with Merseyside Recycling and Waste Authority (MRWA) and the other LCR local authorities to deliver action to meet our individual and collective climate targets and objectives.

3.0 SUPPORTING INFORMATION

3.1 The Council approved a Climate Emergency Motion in 2019. At its meeting held in December 2021, the Council's Executive Board agreed that an action plan be developed to support the objective of becoming carbon neutral by 2040. Resource management and waste minimisation are fundamental aspects of climate emergency planning and associated commitments and, at its meeting of 14th April 2022, the Executive Board approved a Climate Change Strategy and Action Plan; one of the strategic goals and priorities of which is to minimise waste.

- In 2021, the Liverpool City Region Strategic Waste Management Partnership was established to support the collective work of the LCR partners in addressing the significant waste management issues facing each of the authorities. The Partnership established a thematic work programme which included reviewing the implications arising from the Government's Resources & Waste Strategy and the Environment Act 2021, as well as, environment & climate emergency; including opportunities to align this work with LCR and each district authority.
- 3.3 A Liverpool City Region (LCR) Zero Waste 2040 Strategic has been developed in co-ordination with partner LCR local authorities which sets out key principles to help minimise waste related carbon emissions through actions to prevent, reduce, recycle and re-use waste. A copy of the Strategic Framework document is attached as Appendix 1 to this report. In summary, the LCR Zero Waste 2040 Strategy provides the strategic link between the partnership work being undertaken across the LCR to tackle waste, and the collective commitments to achieve our net zero ambitions. The Combined Authority (CA) has also produced its own strategy LCR Pathways to Net Zero.
- 3.4 The LCR Zero Waste 2040 Strategic Framework sits firmly in a context of climate action to deliver a net zero carbon city region by 2040 and, moving forward, all member authorities of the LCR Strategic Waste Partnership will be seeking approval of the Framework from their respective Members/Cabinets.
- 3.5 Members are asked to consider and approve the Strategic Framework which will act as a set of high level, guiding principles to support the Council's response to its Climate Emergency Motion.

4.0 **POLICY IMPLICATIONS**

4.1 There are no policy implications associated with this report.

5.0 FINANCIAL IMPLICATIONS

5.1 Whilst there are clear resources implications arising from the Council's response to the Climate Emergency Motion, there are no financial or other implications specifically arising from this report.

6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES

6.1 Children & Young People in Halton

There are no specific implications associated with this report.

6.2 Employment, Learning & Skills in Halton

There are no specific implications associated with this report.

6.3 **A Healthy Halton**

There are no specific implications associated with this report.

6.4 A Safer Halton

There are no specific implications associated with this report.

6.5 **Halton's Urban Renewal**

There are no specific implications associated with this report.

7.0 **RISK ANALYSIS**

7.1 There are no specific risks associated with this report.

8.0 **EQUALITY AND DIVERSITY ISSUES**

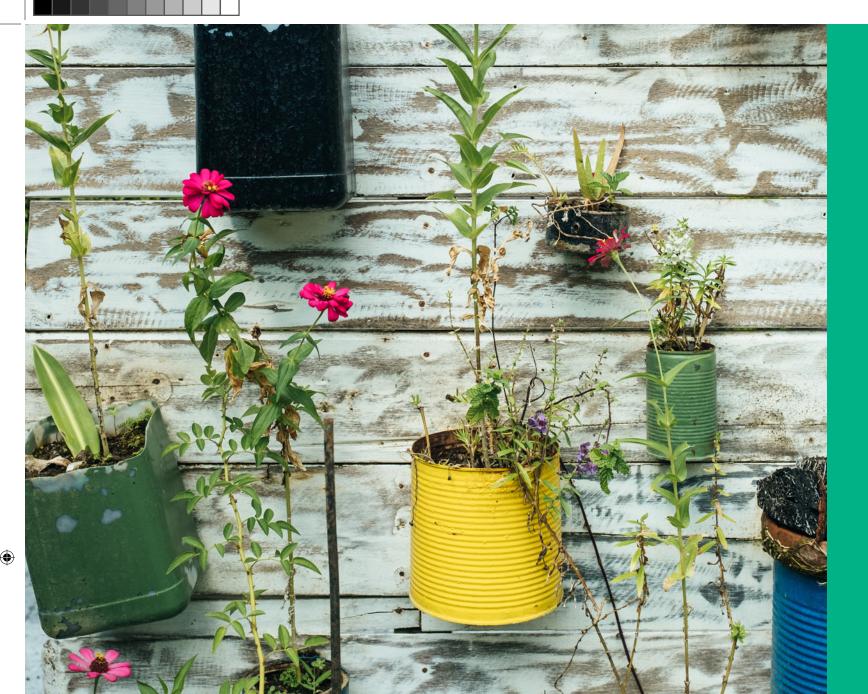
8.1 There are no equality or diversity issues as a result of this report.

9.0 **CLIMATE CHANGE IMPLICATIONS**

9.1 The Zero Waste Strategic Framework will support the Council's response to the climate emergency.

10.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972

None under the meaning of the Act.





Liverpool City Region



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Introduction

The Liverpool City Region Zero Waste 2040 Strategy sits firmly in the context of climate action to deliver a net zero carbon city region by 2040. Climate emergencies have been declared, public awareness is rising and the appetite for action is growing. This framework outlines the proposed, ambitious strategy which is our response to maximising the impact of material resource use to cut carbon emissions across the city region.

Our management of material resources has come a long way in the last 20 years. Recycling levels have risen, and landfill has fallen, but in the next 20 years, we need to do even more. Implementation of the National Resources and Waste Strategy in the city region means we need to transition towards even greater circulation and decarbonisation of material resources in our economy, backed by infrastructure fit for the future and a shift away from wasteful behaviours by all.

Carbon Footprint



Waste







Refinery

Electricity



Recycling





Transport

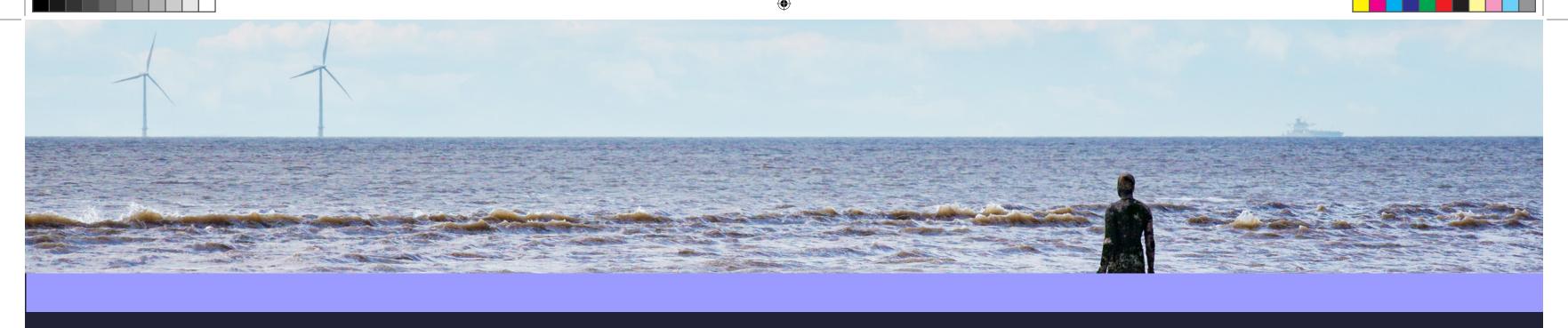


This means a system change for all sectors and a new way of thinking about our use of material resources. We must embed waste prevention throughout the design, production and delivery of our goods and services. Reusing products will help us consume fewer resources and expansion of recycling services for household and business wastes will recover and return material resources back into our economy. Improving our knowledge and understanding of resource flows through the city region will help prioritise action and focus our education campaigns on behavioural change.

Following these steps will lead us towards a low carbon circular economy and our joint zero waste and net zero carbon 2040 goals.

This strategy aims to deliver zero avoidable waste across the Liverpool City Region (LCR) by 2040. The strategy will include graphics throughout to illustrate key points and emphasise the cross-cutting connections and dependencies between the themes, outcomes, and actions.

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Working together

In order to tackle the climate emergency and reach the target of Net Zero Carbon 2040, we must work towards zero avoidable waste by 2040. The purpose of this strategy is to collectively work to meet the zero waste 2040 target and provide a single voice on all zero waste affairs. This strategy will cover all material resources and waste issues for the LCR, including supporting LCR businesses to increase the efficient circular use of material resources.

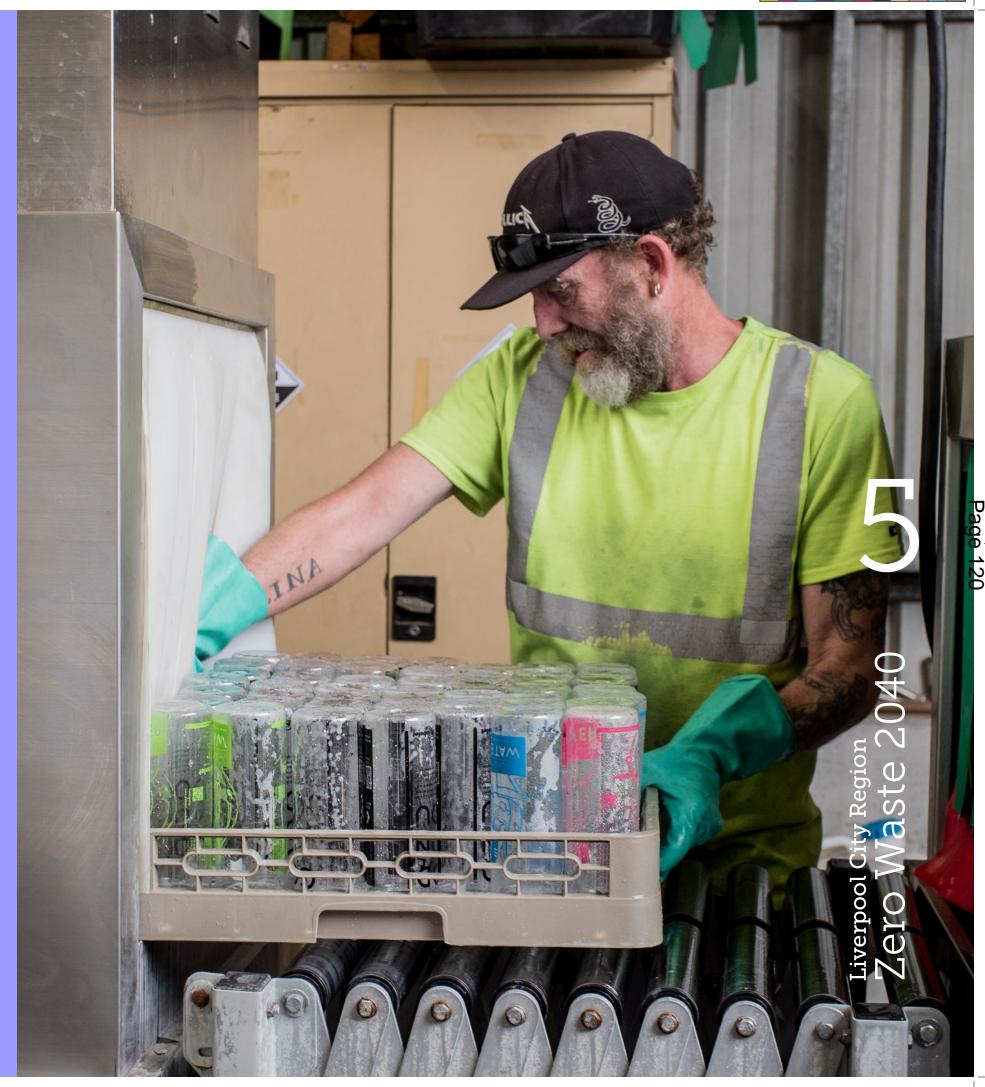
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What is zero waste?

To date, efforts to tackle the crisis have focused on a transition to renewable energy complemented by energy efficiency. Though crucial and wholly consistent with a circular economy, these measures can only address 55% of emissions. The remaining 45% comes from producing the cars, clothes, food and other products that we use every day."

- Ellen MacArthur Foundation, Completing the picture: How the circular economy tackles climate change (2021)

So we must reduce consumption, and reuse and recirculate these products and materials to reduce our Greenhouse Gas (GHG) emissions.



Why do we need to do it?

Aiming for and achieving zero waste has a pivotal role in reducing the impact of climate change. In 2020, the global average surface temperature of the earth equalled 2016 as the warmest year on record.

The average temperature was

1.02 degrees Celsius higher

than the baseline period of 1951-1980. Worse, the last seven years have been the warmest since records began.

With the planet's population and resource consumption continuing to grow, it is expected that waste will double and treble by 2050 and 2100.

Working towards zero avoidable waste is a whole systems approach that aims for a significant shift in the way materials flow through society.



it is expected that waste will double and treble by 2050 & 2100.



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What does reaching a zero waste target mean for LCR?



We need to move from a linear to a circular economy. This means transforming production and manufacturing so that waste and carbon emissions are designed out of our use of material resources.



We need to recover the maximum value from any waste resources we generate. This means future-proofing collections and infrastructure to capture and process more resources. Doing this will result in reduced carbon emissions from any materials we treat.



We need to reduce the number of material resources the LCR consumes and wastes. To achieve this, we need to influence businesses and consumers and change their behaviours towards greater reuse of products.



We need to expand our knowledge of LCR material resources and change wasteful behaviours. This means evaluating data and developing educational campaigns to bring businesses and consumers on board with our zero waste goal.

Our vision of LCR 2040



The strategy will include a graphic illustrating what success looks like, painting a picture of the LCR in 2040 assuming we achieve the targets of net zero carbon 2040 and zero waste. It will include things like;

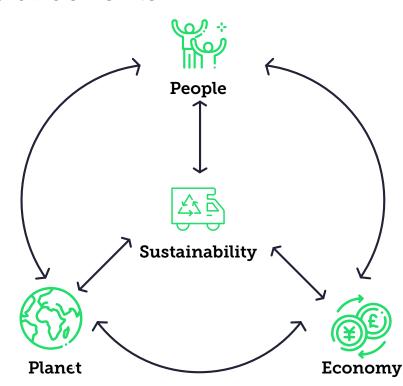
- Circular businesses
- A circular flow of materials
- Share and rental models
- Reuse, repair, and refill
- A comprehensive recycling system
- Biodiversity, local growing schemes, shared composting facilities
- Local produce, manufacturing, and services
- Increase in green jobs



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Keythemes

The three key themes are the focus areas of sustainability and link to the priorities of the Strategic Waste Partnership. A shift towards a more circular economy can play a significant part in meeting climate targets, alongside bringing crucial environmental, economic, and social benefits.



People

The wellbeing of LCR residents is central to our commitment of meeting net zero carbon and zero waste goals. We want a City Region where our use of resources creates social value and thriving communities.

Planet

Using resources wisely and reducing waste is critical in achieving net zero and sustaining our planet. We want to transition to a zero waste LCR, where a healthy and diverse environment enriches lives and strengthens the economy.

Economy

Transitioning to a circular LCR will create a wealth of green jobs and open up new opportunities for sustainable businesses. We want enterprises to prosper through rethinking the role of resources and designing out waste.



Strategic outcomes

The themes of people, planet and economy are interlinked and generate multiple outcomes. We have identified the following strategic outcomes for this strategy.



- 1. Governance
- 2. Social value



Planet

- 1. Climate and carbon
- 2. Resource efficiency



Economy

- 1. Cost efficiency
- 2. Green jobs
- 3. Circular economy

10

Liverpool City Region
Zero Waste 2040

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People

Governance

This strategy will be delivered through coordinated action and will provide a single voice on zero waste issues in the Liverpool City Region. Each partner will have clear accountability for delivering this strategy, and they will work to:

- Examine the options for future Governance of joint zero waste work, including the District Portfolio Holders and Merseyside Recycling and Waste Authority (MRWA) Members throughout the development and implementation of the strategy
- Develop capacity for joint working
- Demonstrate leadership in tackling commercial and industrial waste
- Set LCR reuse and recycling targets for municipal waste
- Develop waste data capture and analysis capacity
- Align the LCR's Zero Waste performance with the United Nations (UN) Sustainable Development Goals (SDGs)

Social value

This strategy will maximise social value in the transition to a zero waste Liverpool City Region. It will explore how we can:

- Expand community zero waste activity
- Expand education and behavioural change activity
- Engage the public and businesses in developing zero waste solutions
- Develop capacity for increased reuse
- Expand food waste prevention activity
- Maximise social value from reuse
- Expand home and community composting

Each partner will have clear accountability for delivering this strategy



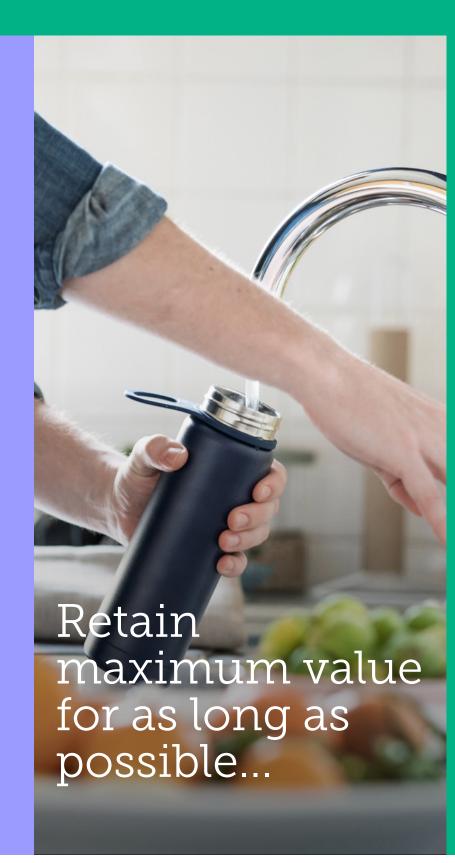
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Planet

Climate and carbon

This strategy will contribute to net zero carbon 2040 and adapt our resource and waste services to climate change. It will work to:

- Increase targeted zero waste campaigns and communications
- Develop zero waste online resources
- Develop a credible pathway to zero waste and demonstrate how it contributes to the overall net zero carbon target
- Investigate opportunities for carbon capture from waste facilities, including former landfill sites
- Expand education and behavioural change activity
- Determine options for decarbonising all waste vehicle fleets and develop a plan to move to zeroemissions vehicles
- Develop a 20-minute neighbourhood plan for waste and resources, including mobile and localised mini Household Waste Recycling Centres (HWRCs)
- Create a reuse culture in the Liverpool City Region
- Ensure the LCR utilises Carbon Capture Utilisation and Storage (CCUS) technology and generates renewable energy where feasible
- Investigate options for producing hydrogen from waste
- Establish an LCR Reuse Network
- Decarbonise our waste system by reducing residual waste



Resource efficiency

This strategy will ensure resources are conserved and retain maximum value for as long as possible, working to:

- Ensure future planning for housing development across the City Region identifies additional waste management costs
- Review the LCR waste infrastructure in light of the new collection, reuse and recycling requirements
- Switch the focus on Household Waste and Recycling Centres (HWRCs) from disposal and recycling to reuse and repair
- Establish a plan to reduce agricultural waste and ensure fresh local produce is accessible to residents
- Introduce separate food waste collections
- Promote zero waste building design and construction
- Collect more materials in recycling collections
- Align our infrastructure and operations to zero waste
- Introduce deposit return schemes
- Reduce clothing and textiles waste

Liverpool City Region Zero Waste 2040

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Cost efficiency

This strategy will ensure efficient use of limited funding in delivering resource and waste services. It will outline how we can:

- Agree on a waste levy model which zincentivises zero avoidable waste
- Review municipal waste collection, treatment and disposal contracts to ensure value for money
- Procure separate food waste collections
- Procure zero-emission waste vehicle fleets
- Agree and roll out appropriate recycling collection models
- Optimise waste collection rounds across boundaries
- Agree on a reuse-led bulky waste collection and charges model
- Reduce single-use packaging by promoting reuse and refill services
- Reduce waste crime

Green jobs

This strategy will retain and create new job opportunities, focusing on how we can:

- Promote investment with a focus on moving up the waste hierarchy
- Establish a reuse hub to promote reuse and repair activities
- Encourage the development of remanufacturing industry in the City Region
- Provide support for expanding rental/leasing services
- Attract investment in reuse and reprocessing capacity

Circular economy

This strategy will grow and embed a circular economy in the Liverpool City Region and will:

- Establish support for businesses in the LCR to become more circular
- Develop Circular Economy education tools for all ages
- Undertake a Liverpool City Region City Scan
- Promote joint working to share best practice and resource efficiency
- Develop the LCR as a circular region, taking into consideration the 20-minute neighbourhood model



This strategy will ensure efficient use of limited funding

Liverpool City Region Zero Waste 204(

Metrics, performance, and progress reporting

This section of the strategy will outline the approach to measuring and reporting progress, success, and achievements, exploring:



Dashboards



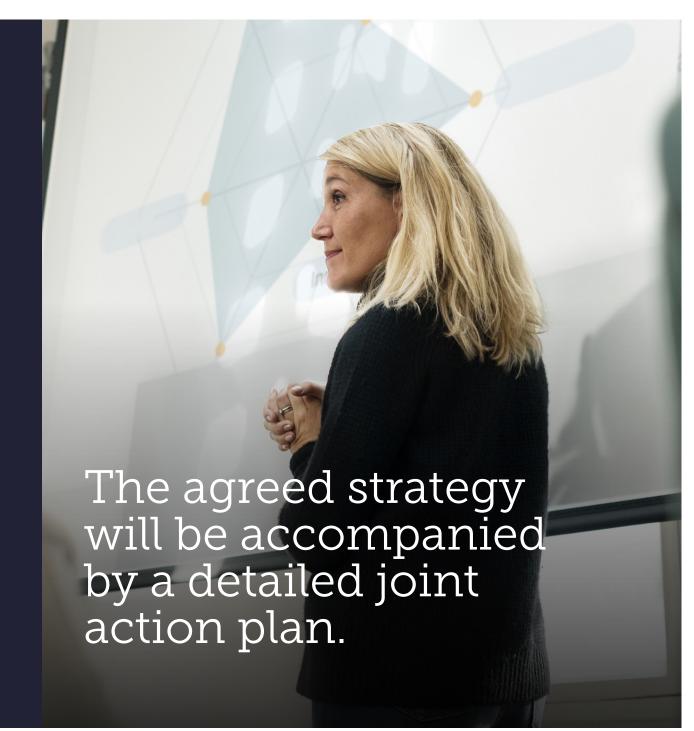
Benchmarking



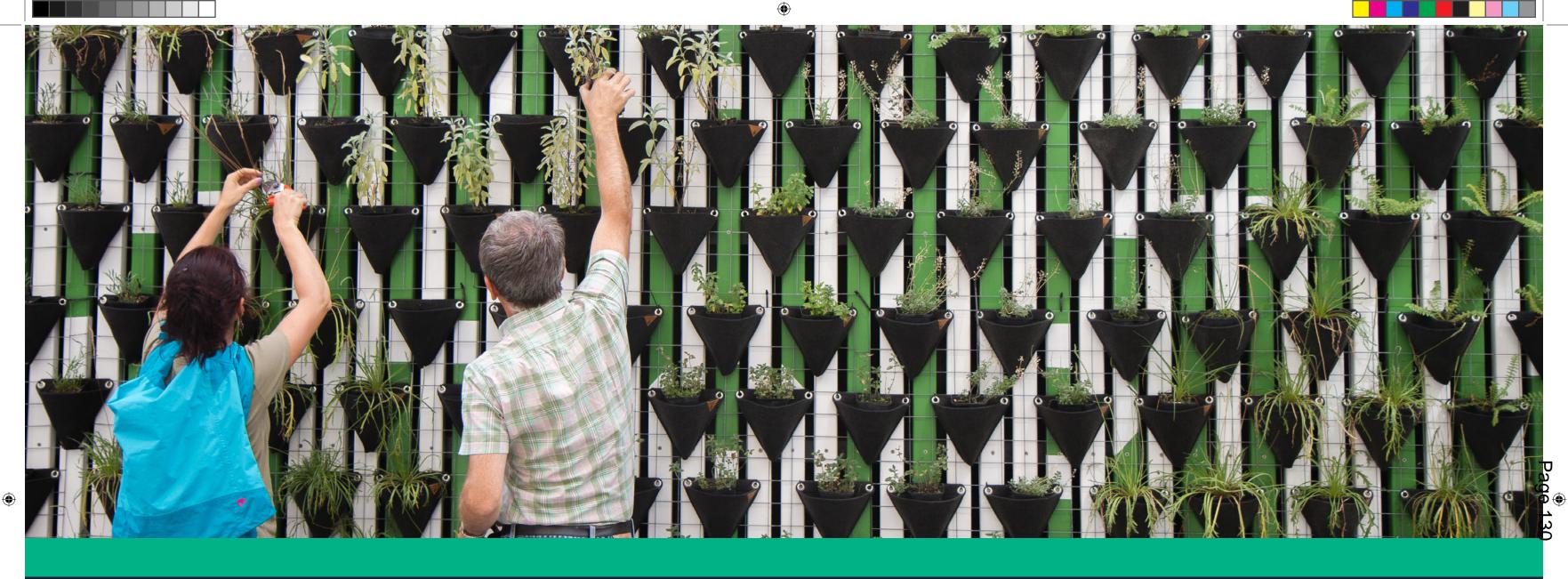
Carbon Metric



Comparison with other LCR decarbonisation investments



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REPORT TO: Executive Board

DATE: 16th March 2023

REPORTING OFFICER: Executive Director – Adult Services

PORTFOLIO: Employment, Learning and Skills and

Community

SUBJECT: Voluntary Sector Funding – Grant Allocations

2023/24

WARD(S) Borough-wide

1.0 **PURPOSE OF THE REPORT**

- 1.1 To report on the Voluntary Sector Grant Funding Awards for 2023/24.
- 2.0 RECOMMENDATION: That Executive Board approve the grant allocations as outlined in this report at Section 3.3.
- 3.0 **SUPPORTING INFORMATION**
- 3.1 Halton Borough Council has been awarding direct grants to local voluntary and charitable organisations for a number of years. The opportunity is advertised on the Council website and applications invited. Applications are assessed against key criteria including: impact on and outcomes for local people; demonstrable wider social impact such as volunteering and training and development opportunities for local people; the impact on reducing the need for statutory services.

Applications are assessed and recommendations agreed by a panel consisting of the Executive Board Member with portfolio responsibility for the Voluntary Sector and Officers from the People Directorate.

3.2 **Monitoring Arrangements**

- 1) All grants must agree a Service Level Agreement and provide quarterly monitoring reports. Grants under £5,000 provide midyear and end of year reports.
- 2) Review meetings are held with the organisations in receipt of core grant on an annual basis.
- 3) Voluntary sector grant performance monitoring information contributes to corporate assessments.

3.3 Voluntary Sector Core Funding Grants

The grants are listed below; the report is in the context of the budget allocation and the panel's assessment. These recommendations are for an annual allocation for the financial year 2023/24.

The budget available is £226,640

2023/24

| Amount | Organisation Name |
|----------|--|
| £143,350 | Halton Citizens Advice Bureau |
| £38,700 | Halton & St Helens VCA |
| £11,500 | Widnes & Runcorn Cancer Support Group |
| £9,000 | Relate |
| £5,000 | Cheshire Asbestos Victims Support |
| £5,000 | Halton Child Contact Centre |
| £4,000 | Samaritans |
| £4,000 | Vision Support |
| £3,000 | Cheshire Race & Equality Council (CHAWREC) |
| £900 | Greenfingers Gardening Group |

TOTAL £224,450

4.0 **POLICY IMPLICATIONS**

4.1 None at this stage.

5.0 FINANCIAL IMPLICATIONS

- 5.1 The recommended grants do not exceed the current budget allocations.
- The work of the voluntary sector organisations receiving grants impacts greatly on health improvements, social inclusion, community involvement, anti-poverty and diversity issues.

6.0 IMPLICATIONS FOR THE COUNCIL'S PRIORITIES

The service delivery from organisations receiving core grants in many cases is cross cutting in the context of the Council's strategic priorities.

There are significant levels of welfare rights and debt handling support provided which impacts on anti-poverty issues for the Borough.

6.1 Children & Young People in Halton

The work delivered by Relate in preventing family breakdown has a direct impact on those children and young people in the Borough.

The Samaritans works with local schools on suicide prevention and following a suicide, supporting school staff, students and their families.

Widnes & Runcorn Cancer support group offer support to all members of families affected by the disease, encompassing young members of families.

Halton Citizens Advice attends local schools and provide training to support young children prepare for adulthood e.g. financial capability training, interview skills

Cheshire, Halton and Warrington Race and Equality Centre (CHAWREC) immigration work provides support around keeping families together.

Halton Child Contact Centre aims to build healthy relationships with families in the event of family breakdown.

6.2 Employment, Learning & Skills in Halton

Halton Citizens Advice offers a nationally recognised volunteer training programme to local people to help them gain skills and increase confidence whilst volunteering and completing training.

Halton and St Helens VCA's volunteering opportunities are often accessed by people on disability allowances or long term unemployed. The confidence and new skills learnt through volunteerting can lead to them gaining employment.

Relate's counselling has a direct positive effect on people's self confidence and communication skills and on their ability to concentrate and cope and succeed in the workplace.

Vision Support provide individuals with support to access employment and other support agencies such as Jobcentre Plus or training agencies that can help people to access training or other services to help retain or seek employment opportunities.

6.3 **A Healthy Halton**

Widnes & Runcorn Cancer Support Group supports individuals and families from first diagnosis to living beyond cancer – including coping with grief and loss caused by cancer.

Cheshire, Halton & Warrington Race & Equality Centre (CHAWREC) will actively work with local Gypsy and Traveller communities regarding the increase in suicide levels amongst Traveller men.

Cheshire Asbestos Victims Support Group seeks to maximise clients' income to relieve stress resulting in less visits to hospitals, The group also provide contact for clients and their families, which decreases their feelings of isolation.

Vision Support provides a resource centre for visually impaired and offers home visits and welfare rights support via dedicated Rehabilitation Assistants.

Greenfingers Gardening Group sell their produce to the community, which helps people obtain fresh produce at reasonable prices.

6.4 A Safer Halton

Halton Citizens Advice works closely with Trading Standards and the Citizens Advice Consumer Helpline to try and combat scams and help prevent people falling victim to scammers.

Cheshire, Halton & Warrington Race & Equality Centre (CHAWREC) is a hate crime reporting centre and provides advice and practical support to victims of hate crime.

Cheshire Asbestos Victims Support Group generates awareness of the dangers of asbestos at home, at work and in the environment. Samaritans work with Network Rail and local railway stations to reduce suicide activity at Runcorn and Widnes stations. Samaritans have also worked with the Council in relation to the new and existing Bridge crossings to ensure suicide opportunities are minimised.

6.5 Halton's Urban Renewal

Halton & St Helens VCA has enabled an increase in voluntary and community groups using the venue for meetings, conferences and events for the public.

7.0 RISK ANALYSIS

7.1 The Quality Assurance Team will monitor the grants and ensure the Council and Halton residents receive value for money.

8.0 **EQUALITY AND DIVERSITY ISSUES**

8.1 To receive a grant, organisations have to demonstrate that acceptable equality and diversity policies are in place.

9.0 **CLIMATE CHANGE IMPLICATIONS**

- 9.1 The implementation of the grant funding allocations at section 3.3. will have no effect on the environment.
- 10.0 LIST OF BACKGROUND PAPERS UNDER SECTION 100D OF THE LOCAL GOVERNMENT ACT 1972

None under the meaning of the Act.

Agenda Item 9a

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

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

Agenda Item 9b

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

Agenda Item 10a

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

Agenda Item 10b

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

Agenda Item 11a

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

Agenda Item 11b

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

Agenda Item 12a

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