



# Cleator Moor Town Deal

## Local Assurance Framework

Final  
December 2021

## **1. Introduction**

- 1.1 A Town Deal Assurance Framework is a Government requirement for the receipt of Town Deal funding by Accountable Bodies. The Cleator Moor Town Deal Assurance Framework has been based on the Government's National Local Growth Assurance Framework guidance. It is a document that demonstrates appropriate governance arrangements and value for money processes are in place for managing the delivery of Town Deal funding.
- 1.2 It demonstrates that there is transparency and openness in the decision-making process and provides details of the roles and responsibilities of the Board, the Accountable Body and Section 151 Officer, and the Programme Management Function in ensuring this.
- 1.3 The Assurance Framework is split into three areas:
  1. Town Deal Governance – The role of the Board
  2. Transparent and Accountable Decision Making – The role Accountable Body and relationship to Board
  3. Programme Management and Assurance

## **2. Cleator Moor Town Investment Plan**

- 2.1 Cleator Moor is a small town in West Cumbria, home to 6,800 residents. It lies to the west of the UNESCO World Heritage site of the Lake District National Park and south east of the coastal town of Whitehaven.
- 2.2 Despite this picturesque backdrop, Cleator Moor is a town of significant socio-economic need, characterised by deprivation, worklessness and low aspirations. However, Cleator Moor's strategic location in the heart of the UK's centre of nuclear excellence, in addition to proximity to world renowned natural capital assets, frames unique economic opportunities.
- 2.3 The Town Investment Plan represents a once-in-a-lifetime opportunity for Cleator Moor to arrest economic decline, through an integrated set of proposals which respond to identified need and opportunity and establish a strong platform for sustainable economic growth and investment.
- 2.4 The shared vision for the town is as follows;

*“Cleator Moor will offer an exciting opportunity to live with a world heritage site on your doorstep and work for world class companies in a range of sectors, exporting to customers across the globe. Local people will be able to access a diverse range of employment, education and training opportunities.*

*Cleator Moor will be a contemporary ‘campus’ town embracing its rich past and vibrant future, committed to the pursuit of inclusive and clean growth. The town’s high-quality environment will offer an exceptional standard of living to all ages with an expanded cultural and leisure provision within a revitalised town centre.”*
- 2.5 The Town Investment Plan is framed around seven strategic objectives to realise a prosperous, sustainable and inclusive future for Cleator Moor. These are;

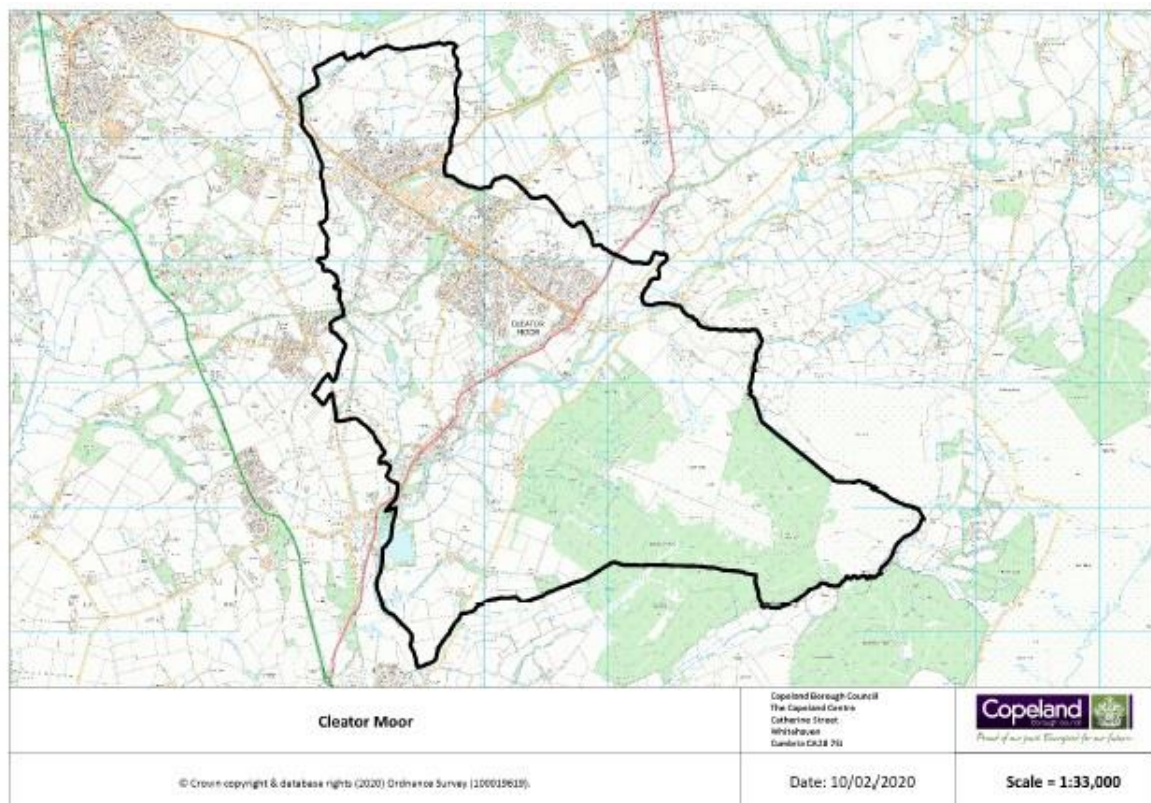
- **SO1.** To grow and diversify the economy by providing a range of new employment opportunities and stimulating business start-up and growth.
- **SO2.** To create a town which benefits from much higher levels of investment in skills, innovation and R&D.
- **SO3.** To reduce deprivation and improve community health and well-being.
- **SO4.** To enhance the quality of life by investing in an improved cultural, sports and leisure offer set within attractive places and spaces including an animated town centre.
- **SO5.** To deliver investment in a diverse and attractive housing offer through new build and renewal to attract and retain residents.
- **SO6.** To enhance digital connectivity and inclusion to enable residents and businesses to participate fully in the modern economy.
- **SO7.** To secure sustainable movement and accessibility through active travel and improved transport connections

These lie at the heart of the investment approach and will drive positive change through collective action.

2.6 The Cleator Moor Town Deal will undertake its activities within the area set out in the map below. This embraces the Cleator Moor Town Council boundaries including both Cleator Moor and Cleator.

2.7 Throughout the document and work references will be made to Cleator Moor to include this wider boundary in recognition of the benefits that will accrue in adjacent rural communities and back into the town. Any detailed reference will be made to Cleator Moor and Cleator as required.

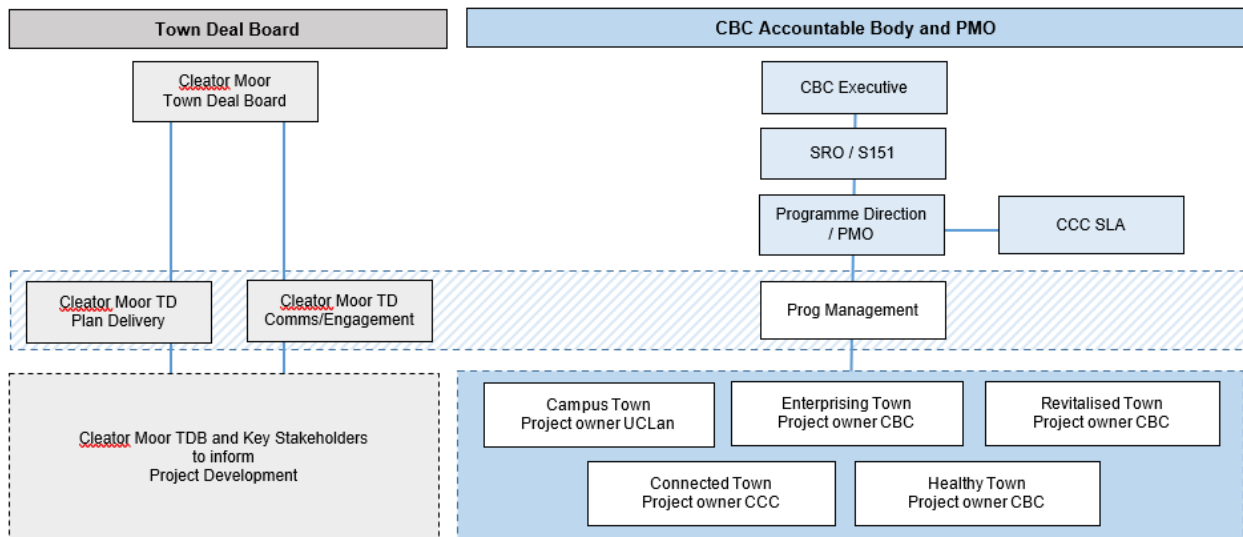
### 3. Map of Cleator Moor Town Deal Geography



## 4.. Town Deal Governance

4.1 Our approach is underpinned by strong partnership working and effective collaboration in accordance with Towns Fund guidance.

4.2 The delivery of the Cleator Moor Town Investment Plan will be supported by the following governance structure.



### 4.2 Cleator Moor Town Deal Board

4.2.1 The Cleator Moor Town Investment Plan will be overseen by the Cleator Moor Town Deal Board (The Board) and includes representation from the public, private and third sector.

4.2.2 The Board was responsible for developing the vision, strategy and Town Investment Plan for Cleator Moor, in consultation and collaboration with the communities of Cleator Moor.

4.2.3 The Town Investment Plan will respond to the challenges and opportunities relevant to Cleator Moor in order to create and enhance a sustainable future for Cleator Moor, its communities, businesses, and people.

4.2.4 The Board will operate as an advisory body to Copeland Borough Council, the Lead Council for the Cleator Moor Town Deal, to oversee the delivery of the Vision and endorse the business cases for the town deal, based on independent and compliant scheme reviews and retain an overview during implementation. It will also explore opportunities to align funding opportunities, strategy development and act to promote Cleator Moor.

4.2.5 The Board will operate within its Terms of Reference which are reviewed on an annual basis.

4.2.6 The Board will be responsible for;

- Upholding Nolan Principles.
- Ensuring communities' voices are involved in shaping Business Cases.
- Ensuring equality and diversity in the Town Deal Boards engagement with local communities and businesses.
- Agreeing the Heads of Terms with Government.
- Agreeing the Project Confirmation within two months of signing the Heads of Terms.
- Providing strategic oversight of the Business Case development process.
- Endorsing the TIP Summary and Project Summaries within 12 months of agreeing Heads of Terms.

- Providing strategic oversight of the delivery of the Town Investment Plan.
- Championing the TIP and making the case for continued partner and new investment in Cleator Moor.

4.2.7 On occasions, the Board may need to consider information that is considered sensitive in line with Schedule 12A of the Local Government Act 1972. Where this is the case, papers will be clearly marked confidential and considered in private.

4.2.8 The Board Terms of Reference are included at Appendix A.

### **4.3 Membership & Frequency of Meetings**

4.3.1 Members of the Cleator Moor Town Deal Board will be appointed for a 1-year period in the first instance with a joint review following the submission of the investment plan in advance of a second year. Both the Accountable Body or the Town Deal Board can suggest a review to ensure that Board numbers and membership remains fit for purpose.

4.3.2 The initial invitation to join the Board will be made by Copeland Borough Council. MPs and representatives from private sector businesses will be invited in a personal capacity; whereas invitees from other bodies will attend in a representational capacity.

4.3.3 The Board membership will ensure a strong mix of skills, knowledge and experience.

4.3.4 Formal Board meetings will take place on a bi-monthly basis. The Chair of the Cleator Moor Town Deal Board will determine whether these need to occur more or less frequently as business determines.

4.3.5 Occasionally, it may be necessary to seek the views of the Town Deal Board on an urgent basis, outside of the ordinary meeting cycle. In these circumstances a paper will be issued, which provides a minimum of 5 working days for a response.

### **4.4 Conduct**

4.4.1 All members will be expected to operate in line with the Seven Principles of Public Life (the Nolan Principles) and act in a professional, courteous and productive manner and in a way that is consistent with building consensus and fostering productive partnership working.

4.4.2 When acting in the capacity of the Town Deal Board members:

- Must act solely in the public interest and should never improperly confer an advantage or disadvantage on any person or act to gain financial or other material benefits for themselves, their family, a friend, a close associate, an employer or a business carried on by the member.
- Must not place themselves under a financial or other obligation to outside individuals or organisations that may influence them in the performance of their official duties.
- Must not disclose any information given to them as a Town Deal Board Member in breach of any confidence.
- Must not bring the Town Deal Board or Lead Authority into disrepute.
- Must treat others with respect and promote equality by not discriminating unlawfully against any person, and by treating people with respect, regardless of their sex, race, age, religion, gender, sexual orientation or disability. Town Deal Board Members should respect the impartiality and integrity of the Lead Authority's statutory officers and its other employees.
- Must make all recommendations, such as making public appointments, awarding contracts or recommending individuals for rewards or benefits on merit.
- Are accountable for their recommendations to the public and must co-operate fully with whatever scrutiny is appropriate to the Town Deal Board.

- Must be as open as possible about their recommendations and actions, and the decisions and actions of the Lead Authority, and should be prepared to give reasons for those recommendations, decisions and actions.
- Must declare any private interests, both disclosable pecuniary interests and any other registrable interests, that relate to their Town Deal Board duties and must take steps to resolve any conflicts arising in a way that protects the public interest, including registering and declaring interests in a manner which conforms with the protocol referenced in 4.5 below.
- Must ensure that Town Deal resources are not used improperly for political purposes (including party political purposes) and that the Town Deal Board has regard to any applicable Local Authority Code of Publicity made under the Local Government Act 1986.
- Must promote and support high standards of conduct when serving on the Town Deal Board.

4.4.3 Members who do not adhere to these standards will be invited, by the Chair, to consider their ongoing membership of the Town Deal Board.

#### **4.5 Conflict of Interest**

4.5.1 Although the Town Deal Board does not have decision making responsibilities in setting policy, it does have significant responsibility in that it is an advisory body to Copeland Borough Council as Lead Authority.

4.5.2 The Board also has access to privileged information about future investment opportunities. It is therefore essential that any member who may have pecuniary or non-pecuniary benefit from any discussions in the Town Deal Board declare these in line with the Declaration of Interest policy.

4.5.3 In line with the Town Deal Board's Declaration of Interest Procedure (Appendix B), the following rules apply to participating in Board meetings;

- If a Board member has, in relation to a matter being discussed at a Board meeting, a pecuniary interest in that matter then they should disclose the interest, provide factual information to the Board, but not participate in the discussion or voting on that matter and should leave the room when the matter is being discussed. A pecuniary interest is outlined in the Town Deal Board's Declaration of Interest Procedure – Principles for Disclosure.
- If a Board member, in relation to a matter discussed at a Board meeting is a member/trustee of a public body or third sector organisation (e.g. CIC or charitable organisation) which is likely to be affected by a decision being made then they should declare this at the meeting. They can provide factual information to the Board, but not participate in the discussion or voting on that matter and should leave the room when the matter is being discussed.
- If a Board member's wider family (other than self and spouse – covered above) has a financial interest or could otherwise be positively or negatively affected by a decision being made, then the Board member will consider how their continued involvement in the discussion and voting might be perceived by the community. If continued involvement could give the appearance that the Board member might be biased or wrongly influenced in decision-making, then they should declare an interest at the meeting and not participate in the discussion or voting and should leave the room when the matter is being discussed.

#### **4.6 Complaints and Whistleblowing**

4.6.1 The Board and all of its members should comply with Copeland Borough Council's

policies on whistleblowing, conflict of interest, complaints and procurement regulations with respect to the activities of The Board.

- 4.6.2 If a Board member, or any other party wishes to make a complaint or considers any suspicion of any fraudulent or corrupt act this should be reported in line with the Councils' complaints procedure and whistleblowing policy found at [COPELAND BOROUGH COUNCIL](#).

#### **4.7 Accountable Body**

- 4.7.1 Copeland Borough Council, the lead Council for the Town Deal, will be the Accountable Body for the Town Deal.
- 4.7.2 Copeland Borough Council will have responsibility for managing and administering funds on behalf of The Board, reporting on performance, and ensuring appropriate governance and assurance procedures are in place.

#### **4.8 CBC Executive**

- 4.8.1 CBC Executive is the decision-making body, ratifying the recommendations from the Town Deal Board and authorising Lead Authority officers to respond on behalf of the Accountable Body and Town Deal Board.

#### **4.9 S151/Chief Finance Officer**

- 4.9.1 The S151/ Chief Finance Officer verifies grant spend; confirms evidence used to demonstrate value for money and signs off the monitoring and evaluation reporting.

#### **4.10 Head of Corporate Governance and Legal**

- 4.10.1 The Head of Corporate Governance and Legal verifies that the Assurance Framework and Town Deal delivery complies with the Heads of Terms and grant conditions issued by the Department of Levelling Up, Communities and Housing (DLUHC) and the Lead Authority's constitution.

#### **4.11 Town Deal Programme Management**

- 4.11.1 Programme management is held within the Economic Development team, with the Manager providing oversight of the programme delivery and direction in relation to the Accountable Body function and strategic context; with the Senior Officer focusing on Town Investment Plan delivery, working with Project Owners to develop a cohesive and integrated package of projects.

#### **4.12 Town Board Plan Delivery**

- 4.12.1 On a monthly basis, the Town Deal Board will be invited to consider the progress against the production of the individual project Business Cases. At the meeting, attendees will provide support to Business Case Project Managers and provide oversight of the following;
- Programme development to ensure projects deliver coherent package of interventions without duplication or gaps.
  - Project Business Case development.
  - Decision making at project level as details are agreed.
  - Proposed project changes.
  - Programme risk.
  - Monitoring and evaluation across each project.
  - Progress towards delivering match funding.

- Potential funding recovery issues.

4.12.2 If required, issues/decisions will be escalated to the Town Deal Board as appropriate.

#### **4.13 Project Business Case Delivery**

4.13.1 Each individual project will be responsible for establishing a Project Delivery Group which will be covered in detail within the Full Business Case and will be led by the Business Case Project Manager. The Project Delivery Group will be responsible for;

- Production of a compliant Full Business Case.
- Ensuring the scheme is fully costed and provides value for money.
- Ensuring stakeholders are consulted and kept informed.
- Ensuring the match funding package is confirmed.
- Ensuring commercial, financial and management arrangements are appropriate for effective delivery.
- Effective delivery of the scheme in line with the contract with the Accountable Body.
- Where relevant, procuring and entering into contracts for project services.
- Maintaining a robust risk management approach.
- Developing and maintaining monitoring and evaluation information.
- Providing regular progress updates to the Accountable Body on scheme development, and scheme delivery.
- Early notification of key issues and scheme changes which may impact on delivery in line with the contract.

#### **4.14 Communications & Engagement**

4.14.1 The Communications and Engagement Sub-Group will meet monthly or as the agenda requires and include representation from nominated Town Deal Board members. The Sub-Group will hold oversight of the Communications & Engagement Programme and as required escalate any issues to the Town Deal Board.

4.14.2 The Sub-Group will input into the development of effective and compliant Business Cases through advising on matters relating to communications and engagement.

4.14.3 The Sub-Group will specifically;

- Engage with the community through existing networks and communications routes.
- Target hard to reach groups or set up key focus groups to help ensure diversity.
- Engage with private sector.
- Engage with community and voluntary sector.

4.14.4 The Communications & Engagement Sub-Group Terms of Reference can be found at Appendix C.

#### **4.15 Programme Management Office**

4.15.1 Copeland Borough Council will be responsible for the provision of the Programme Management Office function as a key element of its role as Accountable Body.

4.15.2 Building on the positive partnership working to date, Cumbria County Council will work with Copeland Borough Council to support the Council in its role as Accountable Body by providing a Programme Assurance function. This will include the provision of an assessment and due diligence summary of each project to support decision making by the Board and Accountable Body. To deliver this work, Cumbria County Council will provide experienced financial and project management staff with thorough knowledge and training of Department of Levelling Up, Housing and Communities (DLUHC) and HM



Treasury Green Book processes.

4.15.3 Where the County Council is a project sponsor, it will ensure that appropriate and robust ethical walls are established in line with the Service Level Agreement, to ensure that all project assessments are conducted in an impartial manner.

4.15.4 Following project approval and commencement, Copeland Borough Council as Lead Council for the Cleator Moor Town Deal will be responsible for ongoing programme and performance management and subsequent reporting to the Board as set out in Section 3.

## **5. Transparent and Accountable Decision Making**

### **5.1 The Role of the Accountable Body and Managing Public Funding**

5.1.1 The Board is an unincorporated body and therefore requires an Accountable Body for the funding programmes it manages. The Accountable Body for the Town Deal is Copeland Borough Council and this Assurance Framework will be used to manage and administer the Town Deal on behalf of The Board.

5.1.2 The primary role of the accountable body will be to:

- Uphold the Seven Principles of Public Life (the Nolan Principles).
- Sign the Heads of Terms with Government.
- Ensure Town Deal funds are only used in accordance with The Board recommendations.
- Establish a Programme Management Office function that will be responsible for ensuring appropriate systems are in place for the management and delivery of Towns Funds, that are compliant with the Towns Fund programme guidance and other relevant Government guidance, for example the HM Treasury Green Book.
- Through the Project Delivery Groups, develop the projects within the Town Investment Plan in accordance with the HM Treasury 5 Case Model.
- Ensure appropriate separation of duties and ethical walls are in place across the functions of the Town Deal Governance structure to allow independent and transparent decision making.
- Consider and make the final decision on the recommendations of The Board. In making these decisions the Accountable Body will ensure the activities of the Board comply with legal requirements including but not limited to those in respect of equalities, human rights, environmental requirements, procurements and subsidies.
- Ensure that the recommendations made by The Board are done so in accordance with good governance principles.
- Ensure independent due diligence and assessment processes are in place to review Town Deal schemes that are compliant with the HM Treasury Green Book, to allow The Board to make an informed recommendation.
- Ensure transparency requirements are met through the publication of the governance arrangements, register or interests and meeting papers for the Board on the Copeland Borough Council website.
- Ensure, where required, Environmental Impact Assessments or Public Sector Equalities Duties are undertaken.
- Submit regular monitoring reports to the Government.
- Enter into Funding Agreements with individual Scheme Promoters.
- Hold publicly funded allocations, and make payments to, delivery bodies and account for these funds in such a way that they are separately identifiable from the accountable body's own funds and provide financial statements to The Board as required.
- Ensure that the Town Deal assurance framework is adhered to.
- Act as the Secretariat for The Board and maintain the official record of the Town Deal

proceedings and hold all Town Deal documents.

- 5.1.3 Promoting authorities or organisations will be responsible for providing suitable evidence and assurances to the Accountable Body that all necessary internal approvals and processes have been followed in respect of particular schemes.
- 5.1.4 Copeland Borough Council reserves the right not to implement any request or recommendation of The Board if in the reasonable view of the Council the request or decision presents an unacceptable legal or financial risk to the Council.
- 5.1.5 If Copeland Borough Council does not continue as the Accountable Body for any reason, The Board will seek to make alternative Accountable Body arrangements in line with relevant Government guidance.

## **6. Programme Management and Assurance**

- 6.1 An overview of the **Town Deal Governance and Assurance Flow Chart** is included at Appendix D.

### **6.2 Value for Money and the 5 Case Assessment**

- 6.2.1 The Cleator Moor Town Deal business case development and appraisal process is aligned to the HM Treasury Green Book principles.

#### Stage 1 - Town Investment Plan

- 6.2.2 The schemes included within the Town Investment Plan have developed Project Development Templates that align to the Strategic Outline Business Case (SOBC) stage and establishes at a high level the nature of the project, strategic fit with Town Deal priorities, options, identification of key stakeholders, timescales, estimated costs, funding request, outputs and risks. Each SOBC identified a business case development plan establishing the support required to develop the detail required to finalise the business case and draw down funding.
- 6.2.3 Following the receipt and acceptance of the Heads of Terms, the PMO, through the Scheme Deliverers and project teams will confirm the delivery intention of the project, allocation, funding profile and outputs and outcomes. The allocations will be endorsed by the Board and the Accountable Body will submit the return to DLUHC to allow the Town Deal Offer Letter to be released.

#### Stage 2 - Full Business Case (FBC)

- 6.2.4 Following agreement of the Heads of Terms, each scheme will develop an FBC, in accordance with the Five Case Model which builds upon the work undertaken at the SOBC stage providing a full options analysis, robust plan for delivery, full risk analysis and full costings. Within each of the five cases the FBC will cover the following:
- **Strategic case** – Projects will be required to demonstrate the continued rationale, background, policy context and strategic fit of the public expenditure or public intervention;
  - **Economic case** – Projects will be required to demonstrate, with evidence, why a privately provided solution would fall short of what is optimal (market failure) and a list of options to achieve a better outcome. The “do nothing” must be identified as an option for all projects. The Town Investment Plan identified proposed output indicators for each project. The Full Business Case will review these indicators against the guidance to measure the results. The indicators will be confirmed through

the programme Monitoring and Evaluation (M&E) plan.

It is recognised that there is no one size fits all for how many options or what makes a good economic case: some need distributional analysis, others evidence of unmet demand for a service. In completing this case the scheme should include robust verifiable evidence, consider additionality, and displacement of activity, and include a sensitivity analysis and a correction for optimism bias if risk is a factor for success. Whilst it is recognised that Value for Money is ideally demonstrated in a credible Benefit Cost Ratio, for some schemes the costs and/or benefits cannot be monetised at the present time. For these schemes the economic case will proportionally capture these impacts and specify a partial Value for Money measure. Wider benefits/costs will also be considered and specified where these are sizeable, compared with the direct impacts.

- **Commercial case** – Projects will be required to demonstrate commercial viability or contractual structure for the project, including procurement where applicable.
- **Financial case** – Projects will be required to demonstrate the financial implications of the project, including where applicable budgets, cash flow, and contingencies. Projects should also provide an independent Subsidy Control opinion to demonstrate the project's compliance with the subsidy regime.
- **Management case** – Projects will be required to provide details of how the project will be effectively delivered, utilising the Green Book to verify if there are mandatory methodologies applicable to the investment.

6.2.5 Through the PMO function, an independent Green Book appraisal of a business case will be completed. An assessment report will summarise the findings of the review which will provide the Board and the Accountable Body the required level of information to enable a decision on a business case to be made. The due diligence process will identify legal and financial issues, and recommended conditions for managing any outstanding consents.

6.2.6 Each business case will include the named Senior Responsible Owner from the promoting organisation, and each business Assessment will identify a named individual from the Accountable Body responsible for ensuring value for money, scrutiny and the recommendation of a business case. These arrangements will ensure there is a clear distinction between the scheme promoter and the organisation appraising programmes and projects and advising the decision makers.

6.2.7 In addition to the Green Book, other appraisal guidance will be followed for specific thematic interventions where appropriate for example utilising Webtag for major transport schemes.

6.2.8 In developing business cases, each project has a Project Delivery Group, with a designated project lead organisation, responsible for advancing business case development and stakeholder engagement. This will ensure the project is robust and deliverable, aligned to a clear case for intervention and represents good value for money.

6.2.9 Once detailed business cases have been developed and approved, the Accountable Body will submit a Town Deal Summary Document to Government setting out:

- Details of the agreed projects, including Benefit Cost Ratios (if relevant).
- Details of business case assurance processes followed for each project.
- An update of actions taken in relation to the Heads of Terms key conditions and requirements.
- A delivery plan.
- A monitoring and evaluation plan.
- Confirmation of funding arrangements and financial profiles for each project.

- Confirmation of approvals of planning applications.
- Letters of approval from the Town Deal Board and Copeland Borough Council.

### **6.3 Contracting**

6.3.1 Following approval of the full business case, Copeland Borough Council, as Accountable Body for the Cleator Moor Town Deal, will enter into funding agreements with individual promoting authorities and organisations, consistent with approved business cases and in line with programme requirements. The Funding Agreement will include key information which will include but is not limited to;

- The grant award.
- Any conditions of offer agreed as part of the approval process (Prior to Funding Agreement, Prior to Payment and Condition for Delivery).
- Project start and end dates.
- Project milestones.
- Agreed outputs, outcomes and evaluation requirements in line with the Monitoring & Evaluation Plan, profiled across financial years.
- Agreed funding profile split profiled across financial years, including any match funding requirements.
- Branding and publicity requirements.

6.3.2 Before any funding is released, the scheme promoter will need to agree to the funding and the conditions for its use through the signing of the funding agreement.

6.3.3 Any pre-conditions imposed as part of the investment decision must be satisfactorily resolved before funding is released to the scheme promoter.

6.3.4 The Accountable Body will be responsible for holding and maintaining records of all funding agreements.

### **6.4 Monitoring, Reporting and Evaluation**

6.4.1 Each funding agreement will include the following detail and the reporting and monitoring mechanisms by which these will be reported.

- Level 1: Inputs and Activities (the resources committed, and activities undertaken).
- Level 2: Outputs (what is delivered or produced).
- Level 3: Anticipated Intermediate Outcomes (the early or medium-term results).
- Level 4: Outcomes (longer term).

6.4.2 Funding will be paid to schemes within the Deal based on completed project claims and report forms. The PMO will provide assurance on accuracy and eligibility on the use of Town Deal funding by projects and make recommendations to the Accountable Body through the verification of expenditure, in line with the Grant Funding Agreement.

6.4.3 Any town deal funding paid to a scheme promoter during the business case development stage will form part of the overall funding allocation, with no further funding paid until evidence is provided of this forward funding being defrayed.

6.4.4 The PMO will collate the monitoring information and provide regular updates to The Board on the performance of the individual projects and programme as a whole. The PMO will also complete the required monitoring returns to DLUHC on a biannual basis in line with the requirements of the Towns Fund Monitoring and Evaluation Guidance. This will include the following detail:

- Project Expenditure: Expenditure on project activities by the local authority or, in the

case where a partner is implementing the project, their expenditure on project activities to date. This will also include forecasted spend.

- Project Progress: A brief narrative to explain the progress for the scheme being reporting on.
- Risks: Updates should be made to the project risk schedule using a RAG rating, as well as an explanation of the risks and required mitigation steps. The RAG rating will be used to flag any issues that require action or amendments. This will also allow changes in risk to be tracked over time.

6.4.5 On an annual basis feedback on local engagement and how the overall investment strategy is progressing will be completed in the format to be agreed by Government.

6.4.6 At the end of the funding agreement, all projects will be expected to provide a final report evaluating the performance against the project outcomes.

## **6.5 Scheme Changes**

6.5.1 The Town Deal funding will need to be managed effectively to ensure the devolved budget delivers both the aims and objectives of the Town Investment Plan as well as value for money.

6.5.2 The Accountable Body will put in place a transparent methodology to actively manage the devolved budget to respond to changed circumstances including scheme slippage as well as to changes in scheme scope and/or costs.

6.5.3 Project sponsors will be required to formally notify the Accountable Body of any changes to a scheme immediately either through the agreed reporting regime or separately if timescales do not align. This will constitute the start of a Change Control process.

**6.5.4 This section will be updated once we have detail from Government on their definitions regarding material changes. It is anticipated that the following principles outlined below will be used.**

6.5.5 The Accountable Body will consider if any notified scheme variation represents a material change to the project. A material change would include, but is not limited to;

- Variation to delivery timescales – where delivery is likely to move into a different financial year;
- Variation to funding package such as a reduction in match funding which could affect the viability of a scheme.
- Variation to project outputs – forecast reduction in project outputs within the lifetime of the funding agreement; or
- Variation to project scope or scale – where key elements of the project may no longer be deliverable or may be delivered at a reduced scale.

6.5.6 Where a material change is proposed, a formal Change Control will be considered by the Accountable Body who will need to consider if delivery of the proposed changes would mean that;

- The project still fits strategically with the objectives of the Town Investment Plan.
- The project will still deliver acceptable value for money;
- The project is still allowable within Subsidy Control regulations;
- The project can be delivered effectively within the required timescales;
- The proposed changes raise the risk to delivery/achievement of outputs to an unacceptable level.

6.5.7 The Accountable Body will notify the Town Deal Board where the Change Control process has been invoked and the impact, if any on the delivery of the Town Deal

Programme. All Change Controls over 20% that represent a material change would be shared with the Board for their views before a decision is taken by the Accountable Body. The table below summarises the agreed tolerances:

Change to investment decision	Authorisation
Up to 10% and/or a maximum value of £250k and no material change	CBC Chief Executive or Economic Development Manager
Up to 20% and/or maximum value of £500k and no material change	Change control – CBC Chief Executive or S151 Chief Finance Officer
Over 20% and/or over £500k and/or a material change to the project	Change Control – CBC Chief Executive or Mayoral delegation

6.5.8 If the proposed Change Control is approved, any subsequent necessary amendments will be made to the funding agreement by the Accountable Body.

## 6.6 Recovery of Funding

6.6.1 [This section will be updated once we have detail from Government on grant conditions. It is anticipated that the](#) Accountable Body through regular project monitoring will be in a position to identify where projects are likely to:

- Underspend
- Underperform
- Demonstrate non-compliance with the conditions of funding

6.6.2 Such concerns will be reported at the earliest possible stage to the Town Deal Board and where appropriate escalated to the Programme Risk Register.

6.6.3 Where mitigation measures fail and a project is likely to underspend, underperform or demonstrates non-compliance, an individual report will be considered by the Town Deal Board. Reports will include as a minimum:

- Project summary;
- Detail on the overall performance of the project to date;
- Description of the nature of the underperformance (financial, output or non-compliance);
- The level of funding at risk;
- A legal opinion setting out the legal basis for recovery of funding and the likelihood of success;
- A recommendation from the Accountable Body on the proposed course of action.

6.6.4 In exceptional circumstances, the Accountable Body may need to consider as to whether it is able to recover some or all funding from a project. In each circumstance the Accountable Body will provide a report to the Town Deal Board to seek their endorsement for a proposed course of action.

6.6.5 The Accountable Body to commence the necessary procedures to recover the agreed level of funding. Regular reports will be submitted to the Town Deal Board to detail progress.

## 6.7 Risk Management

6.7.1 As part of the project monitoring arrangements, each approved project will provide updates through the project risk schedule using a RAG rating, as well as an explanation of the risks and required mitigation steps. The RAG rating will be used to flag any issues that require action or amendments. This will also allow changes in risk to be tracked over time.

6.7.2 Risk will be managed through a programme risk register which will cover all risks relevant to the implementation of work of The Board. Any risks considered high enough to be monitored by The Board will be reported by exception.

6.7.3 A risk owner will be assigned to each risk and appropriate mitigation actions will be identified to demonstrate how each risk line is being managed.

6.7.4 The risk register will be monitored by The Board and will be a standing item on the agenda for each meeting.

## **6.8 Project Prioritisation**

6.8.1 The board has overseen the long list to short list project prioritisation process.

6.8.2 An initial longlist with a total ask in excess of £40m was subject to a rigorous and independent assessment process led by Hatch that resulted in our £24.57m town investment plan comprising a portfolio of 5 projects to take forward.

6.8.3 An overview of the prioritisation process can be found at Appendix E.

## **6.9 Local Engagement and Communications**

6.9.1 Local engagement and communications will be managed in line with the Communications and Engagement Plan. It will be overseen by the Communications and Engagement Group whose role is to implement the Stakeholder Engagement Strategy to ensure that all communities can become involved in the development of the Cleator Moor Town Investment Plan.

6.9.2 Community stakeholder communication and engagement is essential to support the effective delivery of the Towns Deal by understanding how people are experiencing change in the local community and what their priorities are. Core principles to delivering communication and engagement activity were identified as:

- Clear, timely and accurate.
- Targeted and appropriate.
- Accountable to The Board.
- Planned, consistent and professional.
- Two way – with feedback considered in every interaction.

6.9.3 The Communications and Engagement Plan should also:

- Build a consistent and clear story of the Town Deal and aligned initiatives.
- Take a coordinated Cleator Moor-wide approach.
- Be put into context and linked to the bigger picture.
- Use all available channels and techniques that are appropriate to the audience.
- Be meaningful and provide a feedback mechanism at all times.
- Be mindful of partners when sharing information.

6.9.4 The Communications and Engagement Plan has been developed as a live document which will evolve as further information became available and proposals develop.

## **6.10 Publicity**

6.10.1 The Board and Accountable Body agrees to comply with publicity guidance provided by Government and agrees to respond to reasonable requests to participate in and co-operate with any promotional activities relating to the Town Deal that may be instigated or organised by the Funder.

6.10.2 All funding agreements will include provision for individual schemes to agree to participate and comply with relevant publicity guidance.

#### **6.11 Data Protection and Information Governance**

6.11.1 The Board Assurance Framework will comply with the Council's Information Governance Framework which is aligned to requirements of the General Protection Data Regulation (GDPR) 2015 and Data Protection Act 2018.

6.11.2 The Council will support the Board in dealing with any data protection questions. The Council policy can be found at: [Data Protection Policy DRAFT to AG.pdf \(moderngov.co.uk\)](#).

#### **6.12 Scrutiny and Audit**

6.12.1 The role of scrutiny will be overseen by the Council's Overview and Scrutiny Committee and role of audit will be overseen by the Council's Audit Committee. As Accountable Body, Copeland Borough Council will comply with any audit requirements as stipulated by Government and undertake appropriate scrutiny throughout the lifetime of the programme.



## **Appendices**

Appendix A – Town Board Terms of Reference

Appendix B – Declarations of Interest Procedure

Appendix C – Communications and Engagement Sub-Group Terms of Reference

Appendix D – Overview of Town Deal Governance and Assurance Flow Chart

Appendix E – Project prioritisation process

## **Appendix A – Cleator Moor Town Deal Board Terms of Reference**

### **PURPOSE**

The Cleator Moor Town Deal Board will be responsible for developing and delivering the vision, strategy and Town Investment Plan for Cleator Moor and Cleator, in consultation and collaboration with the communities of Cleator Moor and Cleator.

The Town Investment Plan will respond to the challenges and opportunities relevant to Cleator Moor and Cleator in order to create and enhance a sustainable future for Cleator Moor and Cleator, its communities, businesses and people.

It will operate as an advisory body to Copeland Borough Council, the Lead Council for the Cleator Moor Town Deal, helping to develop a clear programme of interventions which align with the objectives of the Towns Fund.

### **TOWN DEAL AREA**

The Cleator Moor Town Deal will undertake its activities within the area set out in Appendix A. This embraces the Cleator Moor Town Council boundaries including both Cleator Moor and Cleator. Throughout the document and work references will be made to Cleator Moor to include this wider boundary in recognition of the benefits that will accrue in adjacent rural communities and back into the town. Any detailed reference will be made to Cleator Moor and Cleator as required.

### **VISION**

“Cleator Moor will offer an exciting opportunity to live with a world heritage site on your doorstep and work for world class companies in a range of sectors, exporting to customers across the globe. Local people will be able to access a diverse range of employment, education and training opportunities.

Cleator Moor will be a contemporary ‘campus’ town embracing its rich past and vibrant future, committed to the pursuit of inclusive and clean growth. The town’s high-quality environment will offer an exceptional standard of living to all ages with an expanded cultural and leisure provision within a revitalised town centre.”

### **STRATEGIC OBJECTIVES**

The Town Investment Plan is framed around seven strategic objectives to realise a prosperous, sustainable and inclusive future for Cleator Moor. These are:

- **SO1.** To grow and diversify the economy by providing a range of new employment opportunities and stimulating business start-up and growth.
- **SO2.** To create a town which benefits from much higher levels of investment in skills, innovation and R&D.
- **SO3.** To reduce deprivation and improve community health and well-being.
- **SO4.** To enhance the quality of life by investing in an improved cultural, sports and leisure offer set within attractive places and spaces including an animated town centre.

- **SO5.** To deliver investment in a diverse and attractive housing offer through new build and renewal to attract and retain residents.
- **SO6.** To enhance digital connectivity and inclusion to enable residents and businesses to participate fully in the modern economy.
- **SO7.** To secure sustainable movement and accessibility through active travel and improved transport connections

These lie at the heart of the investment approach and will drive positive change through collective action.

## **ROLE AND RESPONSIBILITIES**

The Cleator Moor Town Investment Plan will be overseen by the Cleator Moor Town Deal Board (The Board) and includes representation from the public, private and third sector.

The Board was responsible for developing the vision, strategy and Town Investment Plan for Cleator Moor, in consultation and collaboration with the communities of Cleator Moor. The Town Investment Plan will respond to the challenges and opportunities relevant to Cleator Moor in order to create and enhance a sustainable future for Cleator Moor, its communities, businesses and people.

The Board will operate as an advisory body to Copeland Borough Council, the Lead Council for the Cleator Moor Town Deal, to oversee the delivery of the Vision and endorse the business cases for the town deal, based on independent and compliant scheme reviews and retain an overview during implementation. It will also explore opportunities to align funding opportunities, strategy development and act to promote Cleator Moor.

The Board will be responsible for:

1. Upholding Nolan Principles.
2. Ensuring communities' voices are involved in shaping Business Cases.
3. Ensuring equality and diversity in the Town Deal Boards engagement with local communities and businesses.
4. Agreeing the Heads of Terms with Government.
5. Agreeing the Project Confirmation within two months of signing the Heads of Terms.
6. Providing strategic oversight of the Business Case development process.
7. Endorsing the TIP Summary and Project Summaries within 12 months of agreeing Heads of Terms.
8. Providing strategic oversight of the delivery of the Town Investment Plan.
9. Championing the TIP and making the case for continued partner and new investment in Cleator Moor.

## ***Investment***

1. Identify planned public sector investments in Cleator Moor and ensure alignment opportunities are identified and implemented.
2. Identify planned private sector investments in Cleator Moor and ensure alignment opportunities are identified and implemented.

3. Support the lead council to ensure that the investment aspects of the Town Investment Plan are effectively delivered and that contingency arrangements are in place should any wider public or private sector investment not materialise.

### ***Delivery and Co-ordination***

1. Support Copeland Borough Council to develop investment guidance and appraisal mechanisms, which are compliant with the highest standards of public accountability.
2. Support Copeland Borough Council to develop effective appraisal and programme management arrangements.
3. Support the Project Owners with the development of the projects and business cases to effectively deliver the Cleator Moor Town Investment Plan.

### ***Advocacy***

1. Act as ambassadors in championing Cleator Moor as an excellent location to live, work and invest.
2. Ensure that the Cleator Moor community's voice is involved in responses to national, regional and local consultations, Select Committees, All Party Parliamentary Groups etc. on issues that are relevant to the Towns Deal initiative and the opportunities and challenges relevant to Cleator Moor.

### ***Community Engagement***

1. Implement the community engagement strategy ensuring that all communities have the opportunity to become involved in the Towns Deal.

### ***Risk***

1. Oversee a risk register that identifies key relevant delivery risks and the necessary actions to mitigate these.

### ***Standards and Compliance***

1. Ensure that the Board and all of its members comply with Copeland Borough Council's policies on whistle-blowing, conflict of interest, complaints and other policies pertinent to the development and operation of the Town Deal and Board. Board members and co-optees will be expected to complete and sign a declaration of interest form before attending the Board Meetings after the first inaugural meeting.
2. Upholding the Seven Principles of Public Life (the Nolan Principles).

## **MEMBERSHIP**

### ***Appointment***

Members of the Cleator Moor Town Deal Board will be appointed for a 1-year period in the first instance with a joint review following the submission of the investment plan in advance of a second year. The initial invitation to join the Board will be by Copeland Borough Council. MPs and representatives from private sector businesses will be invited in a personal capacity; whereas invitees from other bodies will attend in a representational capacity. The Board is looking to ensure a strong mix of skills, knowledge and experience.

### ***Membership***

The membership of the Board is set at 15 members and is as follows:

- Private Sector Chair
- Member of Parliament for Copeland
- One Officer from the Cumbria Local Enterprise Partnership (CLEP)

### ***Public Sector Representation (Maximum of 5)***

It is envisaged that there will be at least:

- One local Councillor representing Copeland Borough Council, Lead Council
- One member of Copeland Local Area Committee representing Cumbria County Council
- One Town Councillor representing Cleator Moor Town Council

Subject to vacancies up to a further 2 public sector representatives could be appointed.

### ***Private Sector Representation (Maximum of 5)***

It is envisaged that there will be at least:

- One Large Business resident in Cleator Moor representative
- One Medium Business resident in Cleator Moor representative
- One Small Business resident in Cleator Moor representative

Subject to vacancies up to a further 2 private sector representatives could be appointed.

### ***Community Representative (Maximum of 5)***

It is envisaged that there will be at least:

- One representative from Regen NE Copeland, the Community Regeneration Partnership embracing the Cleator Moor area
- One representative from Phoenix Enterprise Centre (PEC), a community interest company championing community regeneration and wellbeing in the Cleator Moor area
- One representative from Phoenix Youth, the major youth sector provision in Cleator Moor

Subject to vacancies up to a further 2 community sector representatives could be appointed.

- One representative from the faith community
- One representative from sports and recreation facilities in the Cleator Moor area

The list of Cleator Moor Town Deal Board members and profiles of Board Members will be published on Copeland Borough Council's website alongside Town Deal Board information and will be updated regularly as required.

### ***Deputies***

- Town Board members are able to appoint a deputy to attend and vote on their behalf should they be unable to attend a Board meeting. Deputies are expected to adhere to the code of conduct and register of interest requirements.

### ***Optional Co-optees***

- To be determined by the Town Board during its work as it requires specific skills, knowledge and input to its work. The Town Board will agree the invitee and length of co-option. Co-optees are generally not full Board members and are expected to act more as advisers whilst adhering to the code of conduct and register of interest requirement. The Board can if required agree to a co-optee being considered as a full Board Member on appointment or at any time through their co-option. Any co-optee invite, term or agreement will be minuted from the Board.
- Cleator Moor Town Board have agreed to one advisory co-optee in the first instance to assist with the town investment planning phase. The advisory co-optee is Jobcentre Plus.

## **RESPONSIBILITY OF BOARD MEMBERS**

Members will be expected to represent the views of their organisation / sector, whilst ensuring that any potential conflict of interest is effectively managed, and that the code of conduct and conflict of interest policies are adhered to at all times. During the meetings all members will be expected to operate in the best interests of Cleator Moor, its economy, its businesses and people.

## **CHAIR, VICE CHAIR**

The inaugural chair of the Cleator Moor Town Deal Board will be nominated by the Lead Authority and may or may not be endorsed by the Town Deal Board. The Cleator Moor Town Deal Board will invite nominations and vote on the position of Vice Chair. Both the Chair and Vice Chair roles will be reviewed as part of the first annual review of the Board and work of the Board and the election and term for future chair and vice chair will be confirmed at this point. The Chair will deal with any matters between meetings and be given delegated authority.

## **QUORATE**

The Cleator Moor Town Board will enforce a minimal quorate to ensure all sectors of the Community of Cleator Moor are represented. This quorate will be one representative from each of Community, Public and Private Representatives and the Chair or Vice Chair.

## **MEETINGS**

### ***Frequency***

Formal Board meetings will take place on a bi-monthly basis. The Chair of the Cleator Moor Town Board will determine whether these need to occur more or less frequently as business determines. It is anticipated that during the development phase there will be both additional working Board meetings alongside focused workshops and task and finish groups. For the latter the Chair and/or Board will agree the arrangements, membership, scope and reporting as part of the decision to set them up.

### ***Meeting Papers***

The Secretariat function for the meeting will be undertaken by Copeland Borough Council as Lead Council or as agreed with the Chair. Meeting papers will be published on the Council's website and circulated at least 5 working days in advance of the meeting.

A note of the meeting will be produced by the secretariat and circulated publicly by Copeland Borough Council and through local communication routes as agreed with the Chair and/or Board. This will record the key points of discussion, decisions made and actions agreed. The draft minutes of the meeting will be published on the Council's website and circulated within 10 working days. The final minutes of the meeting will be published on the Council's website and circulated within 10 working days, following agreement by the Board. The Board will be able to move a meeting into a confidential discussion with notes taken which will not be publicly available but circulated to Board Members and Copeland Borough Council as the lead authority. This confidentiality will need to be a unanimous decision by the Board members present.

### **Written Procedures**

Occasionally, it may be necessary to seek the views of the Town Deal Board on an urgent basis, outside of the ordinary meeting cycle. In these circumstances a paper will be issued, which provides a minimum of 5 working days for a response.

### **Attendance Policy**

All members will be expected to attend meetings, other than in exceptional circumstances. Those members acting a representative capacity may be able to nominate a Deputy to attend, subject to the agreement of the Chair. Any member failing to attend or nominate a deputy for three consecutive meetings will be invited to consider their ongoing membership of the Town Board.

### **Conduct**

All members will be expected to operate in line with section 4.4 of the Cleator Moor Town Deal Board Local Assurance Framework on Conduct. Board members are expected to act in a professional, courteous and productive manner and in a way that is consistent with building consensus and fostering productive partnership working. Members who do not adhere to these standards will be invited, by the Chair, to consider their ongoing membership of the Town Deal Board.

### **Conflicts of Interest**

Although the Town Deal Board does not have final decision making responsibilities in setting policy, it does have significant responsibility in that it is an advisory body to Copeland Borough Council as Lead Council. It also has access to privileged information about future investment opportunities. It is therefore essential that any member who may have pecuniary or non-pecuniary benefit from any discussions in the Town Deal Board declare these in line with Section 4.5 of the Cleator Moor Town Deal Board Local Assurance Framework on Conflict of Interest and the Declaration of Interest protocol.

### **Delegated Authority**

The Town Deal Board does not have any delegated financial authority, as project investment decisions are the responsibility of Copeland Borough Council. The Town Deal Board will however have responsibility for supporting the development of the Investment Plan, projects, work programme etc. which will include local decisions on recommendations for plan development, priorities and potential variations to implementation proposals and as such will need to adhere to the Declaration of Interest policy.

## **COMMUNICATIONS AND ENGAGEMENT**

The Town Deal Board will establish a Communications and Engagement Sub-Group that will meet monthly or as the agenda requires and include representation from nominated Town Deal Board members. The Sub-Group will hold oversight of the Communications and Engagement Programme and as required escalate any issues to the Town Deal Board.

The Sub-Group will input into the development of effective and compliant Business Cases through advising on matters relating to communications and engagement.

The Sub-Group will specifically:

- Engage with the community through existing networks and communications routes.
- Target hard to reach groups or set up key focus groups to help ensure diversity.
- Engage with private sector.
- Engage with community and voluntary sector.

## **COLLABORATIVE WORKING**

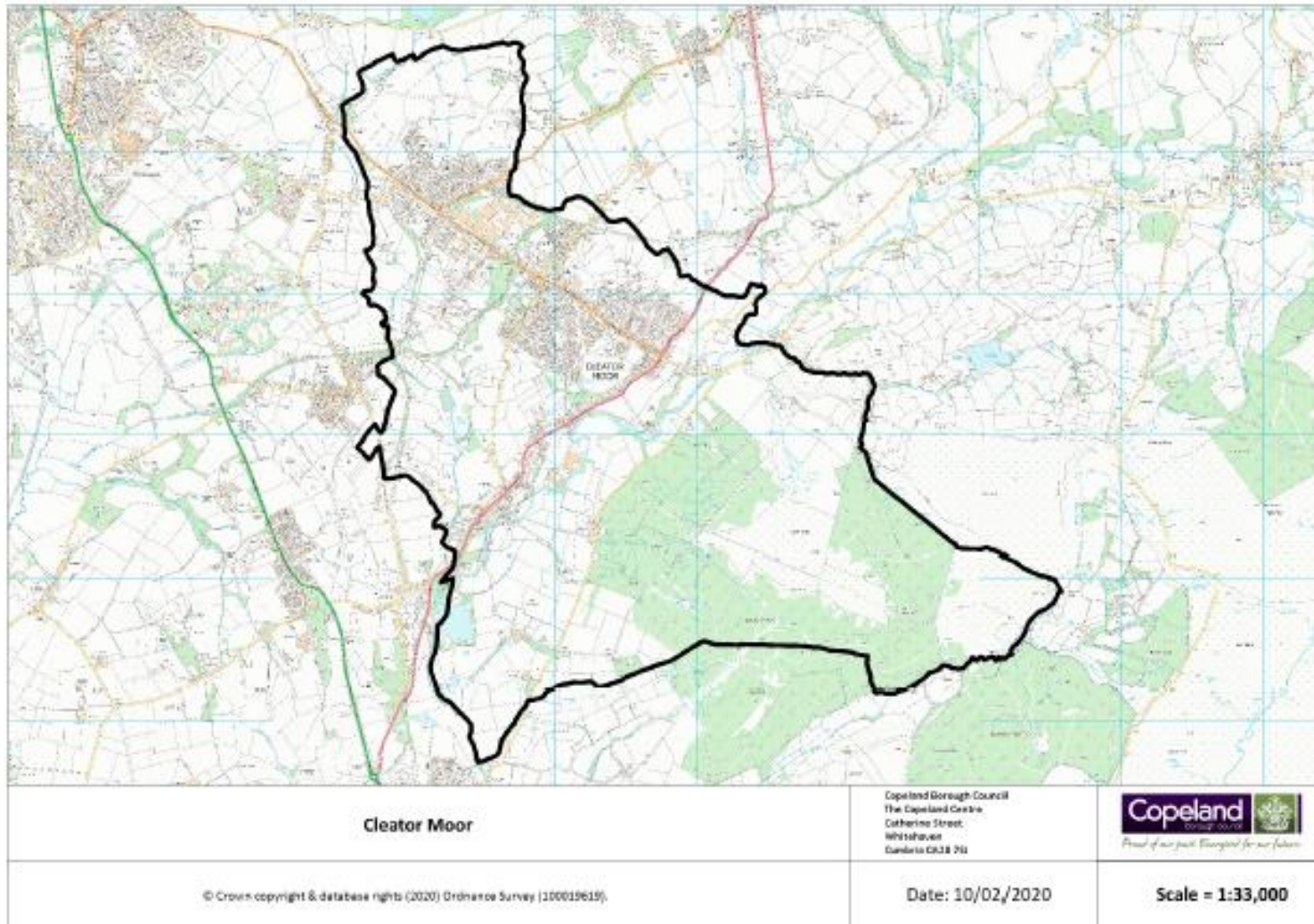
The Town Deal Board will work collaboratively with all local bodies and organisations and with other Town Deal Boards across Cumbria to ensure that commonality of challenges and opportunities are identified and joint working takes place on shared issues.

## **ACCOUNTABILITY**

The Town Deal Board is directly accountable to Copeland Borough Council as the Lead Council. The Board is accountable to its communities and residents of the area in developing a bid that engages local stakeholders.



Terms of Reference Appendix A – Cleator Moor Town Deal boundary



# Declaration of Interests

## Cleator Moor Town Deal Board

In order to comply with Cleator Moor Town Deal Board’s Declaration of Interests Procedure, a Board Member must register their interests within **10 days** of becoming a Member of Cleator Moor Town Deal Board by **completing this Declaration of Interest Form and submitting it** to Copeland Borough Council on the following email: [towns.fund@copeland.gov.uk](mailto:towns.fund@copeland.gov.uk).

Note – Even if a meeting has not taken place a Member must, within **28 days** of becoming aware of any new interest or change to any interest already registered, register details of that new interest or change by **updating their existing Declaration of Interest Form and resubmitting it** to Copeland Borough Council on the following email: [towns.fund@copeland.gov.uk](mailto:towns.fund@copeland.gov.uk).

**Each Board Member shall review their individual register of interests before each Cleator Moor Town Deal Board meeting, submitting any necessary revisions to Copeland Borough Council at the start of the meeting. Any recorded interests relevant to the meeting should also be declared at this point.**

***In this document:***

- ***‘Interest’ or ‘interests’ are to be widely construed – see the Principles of Disclosure below for help in deciding what to declare, particularly Section C.***
- ***‘Member’ includes both a voting Member and their nominated Deputy.***

*If in doubt about whether or not something should be declared, you are urged to err on the side of openness and avoid the risk of not registering something in error. Please read the **Principles for Disclosure** set out at the end of this document to help you decide the interests you should declare. If you have any difficulty completing any part of this form please contact Copeland Borough Council’s Democratic Services Manager [democraticservices@copeland.gov.uk](mailto:democraticservices@copeland.gov.uk) (or your employer if relevant) for advice.*

***Important Notes – The form may be completed electronically with a scanned signature. (Please do not leave any boxes blank. If not appropriate, please state NONE)***

**NAME OF MEMBER:**  
(please print): .....

**I GIVE NOTICE** that I have the following disclosable pecuniary and/or non-pecuniary interests as are required to be registered by the Cleator Moor Town Deal Board Declaration of Interest Procedure.

**\*SPOUSE/PARTNER** – In the notice below my spouse or partner means anyone who meets the definition in the [Localism Act](#), i.e. my spouse or civil partner, or a person with whom I am living as a spouse or a person with whom I am living as if we are civil partners, and I am aware that that person has the interest having carried out a reasonable level of investigation. Where your spouse or partner has recently been involved in any activity which would have been declarable, this should be mentioned, with the date the activity ended.

**DISCLOSABLE INTERESTS**

SECTION 1	ANY EMPLOYMENT, OFFICE, TRADE, PROFESSION OR VOCATION CARRIED ON FOR PROFIT OR GAIN	MYSELF	SPOUSE/PARTNER*
1.1	Name of: <ul style="list-style-type: none"> <li>○ your employer(s)</li> <li>○ any business carried on by you</li> <li>○ any other role in which you receive remuneration (this includes remunerated roles such as councillors).</li> </ul>		
1.2	Description of employment or business activity.		
1.3	The name of any firm in which you are a partner.		
1.4	The name of any company for which you are a remunerated director.		

SECTION 2	SPONSORSHIP	MYSELF	SPOUSE/PARTNER
2.1	<p>Any financial benefit obtained which is paid as a result of carrying out duties as a Member of the Town Deal Board.</p> <p>This includes any payment or financial benefit from a Trade Union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992 (a).</p>		
SECTION 3	CONTRACTS	MYSELF	SPOUSE/PARTNER
	Any contract for goods, works or services with Copeland Borough Council or the Town Deal Board which has not been fully discharged by any organisation named at 1.1.		
	Any contract for goods, works or services entered into by any organisation named at 1.1 where either party is likely to have a commercial interest in the outcome of business being decided by the own Deal Board.		

SECTION 4	LAND OR PROPERTY	MYSELF	SPOUSE/PARTNER
	<p>Any interest you or any organisation listed at 1.1 may have in land or property which is likely to be affected by a decision made by the Town Deal Board.</p> <p>This would include, within the area of the Town Deal:</p> <ul style="list-style-type: none"> <li>○ Any interest in any land in the areas, including your place(s) of residency</li> <li>○ Any tenancy where the landlord is the Council and the tenant is a body in which the relevant person has an interest</li> <li>○ Any licence for a month or longer to occupy land owned by the Council.</li> </ul> <p>For property interests, please state the first part of the postcode and the Local Authority where the property resides. If you own/lease more than one property in a single postcode area, please state this.</p>		
SECTION 5	SECURITIES	MYSELF	SPOUSE/PARTNER
5.1	Any interest in securities of an organisation under 1.1 where:		

	<p>(a) that body (to my knowledge) has a place of business or land in the area of the Town Deal; and</p> <p>(b) either:</p> <p>(i) the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or</p> <p>(ii) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which has an interest exceeds one hundredth of the total issued share capital of that class.</p>		
<b>SECTION 6</b>	<b>GIFTS AND HOSPITALITY</b>	<b>MYSELF</b>	<b>SPOUSE/PARTNER</b>
	Any gifts and/or hospitality received as a result of membership of the Town Board (above the value of £50).		

**OTHER INTERESTS – Membership of Organisations**

I am a member of, or I am in a position of general control, a trustee of, or participate in the management of:

1. Any body to which I have been appointed or nominated by the Board:

--

2. Any body exercising functions of a public nature (e.g. school governing body):

3. Any body directed to charitable purposes:

4. Any body, one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union):

5. Any local authority (please state any interests you hold as LA leaders/cabinet members for LA land, resources and the LA's commercial interests):

6. Any other interest which I hold which an objective member of the public might reasonably be likely to be perceived as being relevant to decisions to be taken by the Town Deal Board, affecting my conduct or influencing my actions in relation to my role as Board Member. *(See the **Principles for Disclosure** set out at the end of this document to help you decide the interests you should declare.)*



**MEMBER'S DECLARATION AND SIGNATURE**

I confirm that having carried out reasonable investigation, the information given above is a true and accurate record of my relevant interests, given in good faith and to the best of my knowledge;

<b>Date</b>	
<b>Board Member's Name</b> <i>(Capitals – in full)</i>	
<b>Signature</b>	

**RECEIPT BY S151/S73 OFFICER**

<b>Date received by the S151/S73 Officer</b>	
<b>Signature of S151/S73 Officer</b>	

All alterations (Additions or Deletions) to the Declaration of Interests made are to be entered below:

Date of Notification	Section amended	Amendment (Addition or Deletion)	Noted by S151/S73 Officer

## Principles for Disclosure

The following Principles do not form part of the Declaration of Interests Procedure, but are designed to give guidance where required and to help you decide what interests you should declare in compliance with the Procedure.

- A. The Town Deal Board is overseeing a multi-million-pound investment programme funded with public money that will provide new infrastructure and benefits to the community. As such, we need to act in such a way that –
  - a. Maintains public trust in the project;
  - b. Avoids any suggestion that personal interests have influenced decisions of the Town Deal Board;
  - c. Avoids the risk of reputational harm to you, other members of the Town Deal Board and to the project as a whole.
  
- B. We should comply with the Nolan Principles of Public Life, which include the obligation to –
  - a. not act or take decisions in order to gain financial or other material benefits for ourselves, our family or friends;
  - b. disclose and resolve any interests and relationships;
  - c. be accountable to the public for our decisions and actions and submit ourselves to the scrutiny necessary to ensure this;
  - d. act and take decisions in an open and transparent manner.
  
- C. Declare all interests you may have in the work and decision-making of the Town Deal Board, not just those interests that you may think give rise to a conflict. An interest may be –
  - a. direct or indirect;
  - b. general or specific;
  - c. your interest or the interest of your Spouse/Partner, or
  - d. any other interest of you, your family or other persons connected with you which an objective member of the public might reasonably consider should be disclosed as being relevant to decisions to be taken by the Town Deal Board.
  
- D. A person connected with you will be someone with whom you have a close personal or financial relationship – normally a member of your family or household, a close friend or business associate. It is for you to decide who your connected persons may be and whether their interests should be declared as if they were your interests.
  
- E. Personal details of your family members and other persons connected with you will be redacted from the published Register of Interests.
  
- F. You are not required to declare an interest of which you are not aware – but you will be treated as being aware of interests of which you ought reasonably to be aware: you cannot turn a blind eye to something that a reasonable person would think you should have asked about.
  
- G. Interests should be declared by all members of the Town Deal Board and their nominated deputies.

- H. An interest may appear so small or indirect as not to be material and not worth declaring. Often the person with the interest is not best placed to make a decision whether the interest is material or not. The safest option will be to declare all interests and to let others decide on their materiality.
- I. Not every interest that is declared will give rise to a conflict. Where there is an actual or potential conflict, in many cases it may be sufficiently dealt with by declaring and registering the interest.

Nature of interest	Pecuniary interest	Procurement interest	Project interest
Legislation	Localism Act	Public procurement standards	MHCLG requirement – good practice and risk management <ul style="list-style-type: none"> <li>• BEIS – “Daily Mail” test</li> <li>• TF Partner – “Smell” test</li> </ul>
Overview	Business interests (e.g. employment, trade, profession, contracts) and wider financial interests (e.g. investments, land & property)	Submitting a tender against a competitive tender process or applying for a grant as part of a competitive process	Developing a project/sub-project that could be delivered through the Towns Fund
Towns Fund	Anyone on the Board who is employed by an organisation that may receive funds or is on the Board of an organisation that may receive Towns Fund (private and third sector)	Anyone on the Board who will potentially lease or operate/ provide a service from a building receiving Towns Funds (including grants)	Anyone on the Board who is a project/sub-project sponsor – can include public sector if promoting their own Council projects for delivery through the programme

## **Appendix C – Communications and Engagement Sub-Group Terms of Reference**

### **Purpose**

The Cleator Moor Town Deal Board Communications and Engagement Sub-Group will support the successful implementation of the communications and engagement activities for the Cleator Moor Town Deal.

The Department of Levelling Up, Communities and Housing (DLUCH) have stated that it is vital that Town Deal Boards undertake a wide range of community engagement activity and ensure that communities' voices are involved in shaping the Town Investment Plan and subsequent Business Cases.

The Town Deal Board is also required to ensure equality and diversity in engagement with local communities and businesses.

Definitions of communication and engagement:

- Communication – messages and information out
- Engagement – Sharing the communications and hearing, collecting, collating and reporting responses to the Town Deal Board and communications team to inform and affect practice.

### **Role of the Communications and Engagement Sub-Group**

1. Opportunities: Links with groups, organisations and stakeholders will provide opportunities – both formal and informal – to talk about the Town Deal process and to reiterate its long-term benefits for the whole community.
2. To inform: To help the public and stakeholders to understand the Town Deal process – the timeline towards unlocking the funding, work taking place behind the scenes and how they can feed into the process.
3. Reinforce key messages: Consistency is crucial as the board shows public support for the programme and projects.
4. To act as a conduit between the Comms team and the Board: looking at the Communications Plan and suggesting opportunities for the Board to enhance engagement and involvement with the community.

### **Speaking with a consistent voice**

These agreed key messages should underpin all Cleator Moor Town Deal Board engagement activity for consistency:

- *Cleator Moor will offer an exciting opportunity to live with a world heritage site on your doorstep and work for world class companies in a range of sectors, exporting to customers across the globe. Local people will be able to access a diverse range of employment, education and training opportunities.*
- *Cleator Moor will be a contemporary 'campus' town embracing its rich past and vibrant future, committed to the pursuit of inclusive and clean growth. The town's high-quality*

*environment will offer an exceptional standard of living to all ages with an expanded cultural and leisure provision within a revitalised town centre.*

## **Membership**

Membership of the group may vary and is currently as follows:

- Joanne Crowe
- Paul Rowe
- David Farrell
- Andrew Clarke

## **Responsibilities of the Communications and Engagement Sub-Group**

The Cleator Moor Town Deal Board Communications and Engagement Sub-Group will:

1. Support communications with residents and other stakeholders with the Board and Communications team throughout the production of the Cleator Moor Town Deal Business Cases and beyond.
2. Signpost the Cleator Moor Town Deal website and social media pages to support communication with members of the public.
3. Support the Communications Plan through bringing forward engagement activities and a variety of engagement techniques to help to reach as many people as possible.
4. Draw on existing links to the local community and maximise the number of people who are engaged with the process to assist with shaping the projects.
5. To review communications and engagement activities to bring forward learning to support a communications toolkit for Board members.
6. Identify issues and barriers to communication and look for ways to overcome any challenges.

## **Principles of Operation**

The Cleator Moor Town Deal Board Communications and Engagement Sub-Group will meet predominately on a monthly basis using MS Teams, with email exchange between meetings if required.

## **Collaborative working**

The Cleator Moor Town Deal Board Communications and Engagement Sub-Group will work collaboratively to ensure that challenges and opportunities are identified, and joint working takes place on shared issues.

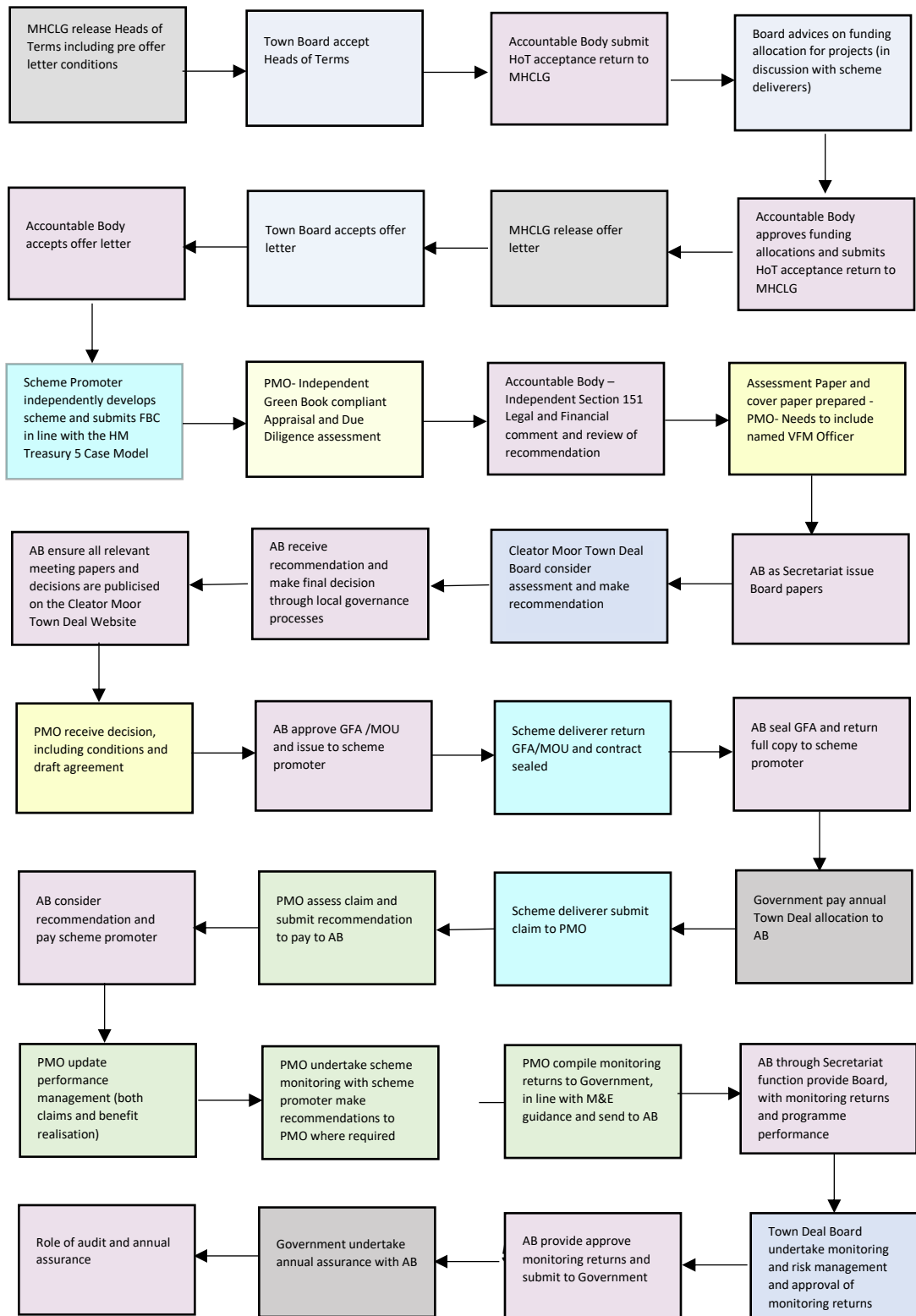
Additional support from the Project Owners could be requested of the Comms and Engagement group and will be offered dependent on capacity.

## **Accountability**

The Cleator Moor Town Deal Board Communications and Engagement Sub-Group is directly accountable to the Cleator Moor Town Deal Board.

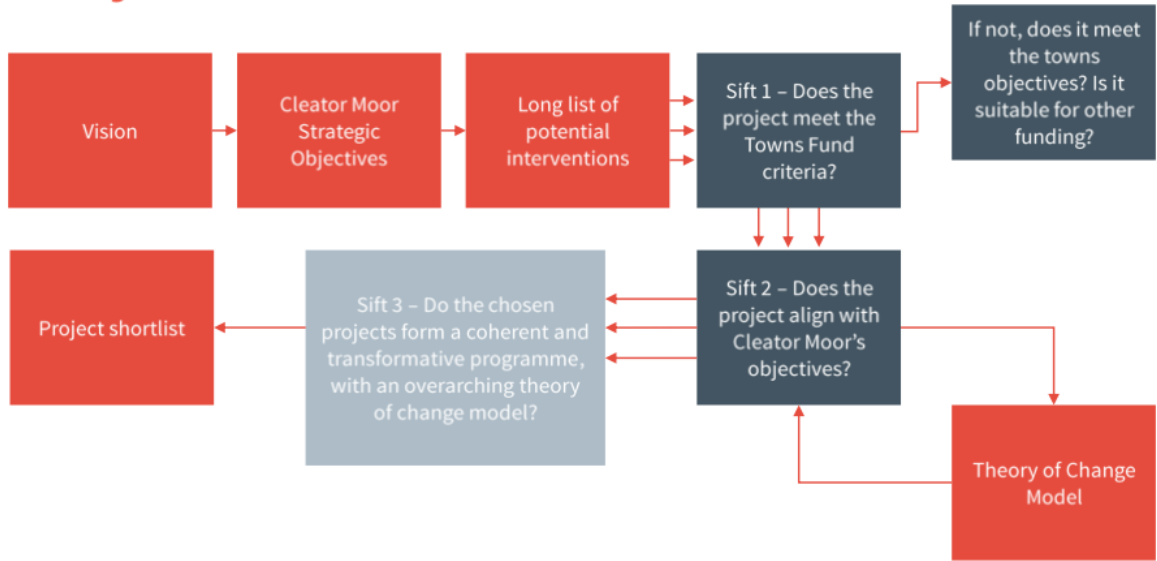
## Appendix D – Town Deal Governance and Assurance Flow Chart

	PMO – Assurance
	PMO – Programme Management
	Accountable Body
	Cleator Moor Town Deal Board
	Scheme Deliverers
	Government/MHCLG



## Appendix E – Project Prioritisation Process

# Project Prioritisation Process



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