

MILLOM TOWN DEAL BOARD

AGENDA

Venue: This meeting will be a virtual meeting

Date: Friday 1st July 2022

Time: 01.00pm

- 1. Meeting protocol
- 2. Attendances and apologies for absence
- 3. Minutes of meeting held on 1st April 2022 millom_tf_01_04_22.pdf (copeland.gov.uk)

4. **Register of Interests review**

For the Board to note/ update any declarations of interests in Agenda items.

5. Millom Town Deal – Summary Document Submission

For the Board to comment on and agree the draft summary documentation for submission to Department for Levelling Up, Housing & Communities (DLUHC) by Copeland Borough Council (CBC) and to authorise the Chair to sign the summary documentation on behalf of the Millom Town Deal Board.

For the Board to note the areas where further refinements and updates will be provided prior to finalisation and to provide a recommendation to the Accountable Body to enable the submission of all documents to DLUHC by 31st July 2022.

6. Millom Town Deal – Business Case Assurance (not for publication)

This item has been excluded from the public and press on the grounds that it involves the likely disclosure of exempt information as defined in Paragraph 3 of Part One of Schedule 12A of the Local Government Act 1972, as amended by the Local Government (Access to Information) Act 1985 and Access to Information (Variation) Order 2006.

Note the outcomes of the Business Case Assurance process and conditions proposed to the Council's Executive to mitigate the key project risks identified.

Contacts:

Email: towns.fund@copeland.gov.uk

Website: <u>https://www.copeland.gov.uk/regeneration-projects</u>



Item 5 – Millom Town Deal Board Summary Document Submission

Why is this report coming to the Millom Town Deal Board?

Following the Heads of Terms agreement, the Department of Levelling Up, Housing and Communities (DLUHC) required Millom Town Deal Board (MTDB) and Copeland Borough Council (CBC), as Accountable Body to work with Project Owners to develop full business cases for each project in the Town Investment Plan (TIP) and submit a mandatory Summary Document to Government for consideration.

DLUHC will review and sign off the Summary Document before funding can be released. The Town Deal Summary Document and accompanying supporting documents must be submitted to DLUHC within 12 months from the signing of Heads of Terms (31st July 2022). This paper sets out the package of documents, currently in draft form, which will be submitted to DLUHC, following consideration by MTDB on 1st July 2022 and CBC's Executive Committee on 12th July 2022.

The content of the submission is guided by requirements set out in the Heads of Terms and subsequent communications received from DLUHC, as national Towns Fund programme guidance has developed.

The package of documents to be submitted includes the following:

- 1. Town Deal Summary Part 1: Project Summary Documents
- 2. Programme Monitoring and Evaluation Plan

As part of the business case development, the Council has also ensured that the following documentation is in place:

- 3. Programme Financial Profile
- 4. Public Sector Equality Duty Analysis

1. Town Deal Summary Part 1: Project Summary Documents

The Town Deal Summary is a template provided by DLUHC and is used to submit final details of approved projects to Government for endorsement. In conjunction with information provided in the monitoring and evaluation plan, Part 1 of the summary document sets out the key information on each project included within the Town Investment Plan, following the completion of full business cases and reflecting the results of the local assurance process. The summary documents require sign-off from the Board Chair and the Accountable Body.

The Part 1 document consists of the following sections:

Sec	tion	Information required
1	Project name	Project title as included in the HoT
2	Heads of Terms project conditions	Actions taken to address any
		conditions attached to the project in
		the Heads of Terms, where applicable
3	Business case appraisal	Details of how the project business
		case has been appraised
4	DLUHC capital (CDEL) 5% payment	Details of how the advance 5% capital
		payment has been committed
5	Quantified benefit-cost ratio/value for	Details of the Benefit/Cost Ratio (BCR)
	money (e.g. Benefit Cost Ratio or Net	calculated for the project, plus
	Present Social Value)	summary of project outcomes
6	Deliverability	Confirmation that the project will still
		be delivered within the Towns Fund
		timeframe (31/03/2026)
7	Delivery plan	Details of timescales and key
		milestones, partnerships,
		interdependencies and risks with
		mitigation measures
8	Town Deal Board Chair signature	Confirming endorsement of the Town
		Deal Board
9	S151 signature	Confirming that:
		Business cases Green Book
		compliant
		• 5% CDEL has been included in the
		project costs
		All project costs represent Value
		for Money (VFM)
		Project level Equality Impact
		Assessments in place
		Programme level Equality Impact
		Assessments in place

Draft summary documents for each of the four projects being taking forward as part of Millom Town Deal against the current grant funding offer of £20.6M are provided in Appendix A. The summary documents will remain in draft form until they are provided to the Accountable Body for approval to submit to DLUHC.

2. Programme Monitoring and Evaluation Plan

In 2021, DLUHC published details of the monitoring and evaluation framework to be utilised nationally for the Towns Fund, including a template Monitoring & Evaluation (M&E) Plan. The framework provides a list of common indicators, across the themes of Transport, Digital Connectivity, Urban Regeneration and Skills and Enterprise Infrastructure. The indicators must be used, as appropriate, to detail the activities and achievements (outputs and outcomes) to be delivered by projects. Indicators are also included at programme level, covering items such as spend, project completions and local capacity. The Accountable Body and Project Owners will be required to report on progress against the M&E Plan indicators at 6 monthly and 12 monthly intervals, for the duration of the Town Deal programme.

A draft M&E Plan was submitted to DLUHC on 1st October 2021 as part of the project confirmation process and no significant issues were identified in the feedback received. The M&E Framework has been used during business case development and in the business case assurance process, to ensure that projects contribute to the appropriate common indicators and align with the definitions and reporting requirements set out in the framework. Projects also have the freedom to include 'bespoke' indicators in addition to the framework indicators, where this more accurately reflects project outputs and outcomes. The latest draft M&E Plan is provided at Appendix B.

It should be noted that the M&E Plan also requires details of how the £500,000 'Accelerated Towns Fund' provided in summer 2020 has been utilised.

3. Programme Financial Profile

The programme financial profile shows the financial allocation to each project, split by capital (CDEL) and revenue (RDEL) funding streams and broken down into financial years to 2025/26. The profile reflects only Towns Fund contributions and does not set out the match funding associated with each project.

A financial profile was provided to DLUHC at project confirmation on 1st October 2021, based on initial projections from the TIP. The updated profile reflects the financial details set out in business cases and any amendments required as a result of assurance up to that point. As the projects move into delivery this may lead to variances in the annual spend forecasts within business cases, projects must continue to work within the parameters of the programme Towns Fund financial profile as submitted. No significant issues have been identified in this regard, as projects will be able to use match funding contributions to manage fluctuations.

Government have confirmed that they will be requesting updated financial profiles in August/September at which point an updated financial profile will be submitted. The current financial profile is provided for information at Appendix C.

4. Public Sector Equality Duty Analysis

The Public Sector Equality Duty (PSED) requires Accountable Bodies to consider how their Town Investment Plan and projects affect groups who are protected under the Equality Act 2010.

The Heads of Terms included a 'general condition' which requires submission of a PSED analysis at both project and programme level, alongside the Town Deal Summary Documents. Each project has carried out an Equality Impact Assessment, which have then been reviewed to inform a programme-level report, which also reflects on how the Town Investment Plan as a whole can promote equality and deliver positive impacts. A draft of the project and programme level assessments is currently being finalised. This will be made available to MTDB for information, prior to being provided to the Accountable Body for approval to submit to Government.

5. Stage 2 Business case guidance Annex C: Summary Document template

The template includes a section on the first page for submission of a programme-level update. This isn't required for Millom Town Deal as it refers to remaining Summary Documents outstanding for submission, but Millom Town Deal Board are submitting all four projects within this Summary Document.

The template also includes part 2 for submission of Town Investment Plan (TIP) conditions. This also isn't required for Millom Town Deal as no conditions were listed against the TIP.

Recommendation:

That Millom Town Deal Board:

- a) Comment on and agree the draft summary documentation for submission to DLUHC by CBC.
- b) Authorise the Chair to sign the summary documentation on behalf of Millom Town Deal Board.
- c) Note the areas where further refinements and updates will be provided prior to finalisation, particularly against PSED Project and Programme Equality Impact Assessments and match funding.
- d) Provide a recommendation to the Accountable Body to enable the submission of all documents to DLUHC by 31st July 2022.



Appendix A: Town Deal Summary Part 1: Project Summary Documents

Towns Fund Stage 2 Business case guidance Annex C: Summary Document template

Towns must:

- Submit a completed Summary Document for each project to Ministry of Housing, Communities and Local Government (MHCLG) as soon as they are ready and within 12 months of agreed Heads of Terms.
- Where towns require funding in 2021/22 then Summary Documents must be submitted to MHCLG by 28 January 2022.
- Note that in the event of late submission of Summary Documents (SD), MHCLG cannot guarantee payment. If there is a risk of late submission, towns should promptly liaise with their MHCLG local leads.
- With the first Summary Document, include Part 2: Town Investment Plan (TIP) conditions (where applicable).

Please note: MHCLG will use the financial profile (Annex A-1) submitted previously to make any payment.

Programme-level update

Where not submitted today, the remaining Summary Documents submission timings.

Project name	Month/Year
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Part 1: Project Summary Document (Draft)

Summary Document table
1. Project name: Iron Line – Millom
 2. Heads of Terms project conditions Actions taken to address any conditions attached to the project in the Heads of Terms, where applicable. Where the condition was to provide a delivery plan please input in the section below (no.9) and/or attach to this document.
No conditions were attached to this scheme
 Business case appraisal Provide details of how the business case has been appraised including: business case type any internal or external assurances
 Cumbria County Council provided an Assurance Programme Office function which included: Assessment of the Strategic, Economic, Financial, Commercial and Management full business cases of the Healthy Town scheme. An external economist was procured by CCC to provide an analysis of the Economic Case Undertaking due diligence assessment on the scheme to identify and advise Copeland Borough Council, as Accountable Body, of any compliance issues for which the Accountable Body would need to satisfy themselves that appropriate processes were in place to manage these issues to allow a grant funding agreement to be issued. Providing advice to the Accountable Body surrounding eligibility of costs and outputs
4. MHCLG capital (CDEL) 5% payment
Main activities, if applicable: • Technical Design • Ecology Surveys • Topographical, utility and other pre-works surveys • Stakeholder Engagement • Project Management
 5. Quantified benefit-cost ratio/value for money (e.g. Benefit Cost Ratio or Net Present Social Value) A quantified benefit-cost ratio should be provided. If it has not been generated, a summary of evidence used by the S151 Officer to demonstrate value for money should be stated. The preferred option delivers a BCR of 1.40:1 which according to HM Treasury Guidance is the money'
'low value for money'. The Present Value of Costs (PVC) consists of £10.6 million of scheme costs with Optimism bias applied at a rate of 24%.

The project also generates significant non-monetised impacts including walking and cycling benefits from connectivity from the wider coastal path, restoration of a cultural building and health impacts for children.

The Benefit Cost Ratio provides a value for money assessment of costs per one unit of benefit achieved based on net present values of costs and benefits.

Based on the table below the Value for Money is Low but when taking into account the nonmonetised impacts and the scale of the impacts, the value for money is likely to change to medium or high.

(A – C)	/ B Benefit Cost Ratio	0.88	1.40
D	Total Economic Costs	£9.2m	£10.6m
C	Private Sector Funding	£0.0m	£0.0m
В	Total public sector funding	£9.2m	£10.6m
	Co-funding	£1.4m	£2.7m
	Towns Fund	£7.8m	£7.9m
A	Total Economic and Social Benefits	£8.1m	£14.9m
		(£m)	(£m)
	Value for Money Assessment	Do Minimum	Preferred

Value for Money of all options (Net of Do Nothing)

Source: Hatch calculation

The preferred option is expected to deliver the following direct outputs:

- 300,000 sqm of existing parks/greenspace/outdoor space improved
- 150,000 sqm of rehabilitated land
- 7.5km of new and upgraded walking and cycling paths
- 1 restored heritage building
- 1 new cultural facility
- 50 new car parking spaces
- 6 new art installations
- 8 FTE jobs created
- Up to 26 jobs supported during construction of the Iron Line

The project is also expected to deliver the following outcomes:

- Perceptions of the place improved for residents/businesses/visitors.
- 110,000 additional visitors per annum by 2029/30
- Economic and Social Benefit of £14.9 million
- Walking and cycling benefits worth £5.2 million
- Wider Land Value Uplift impact worth £6.0 million.

6. Deliverability

Will this project still be delivered within the Towns Fund timeframe? (Y)

Yes. Practical completion scheduled to December 2025 with opening of all new facilities by March 2026, which meets the Town Deal timeframe.

7. Delivery plan

Including details of:

- timescales and key milestones
- partnerships
- interdependencies
- risks and mitigation measures (if not provided above).

Milestones	End Date
RIBA Stage 3	February 2023
Planning Application Submission	February 2023
Site Operator Appointed	February 2023
Formation of Cumberland Council	April 2023
Planning Approval	May 2023
RIBA 4A	May 2023
Contractor Procurement	August 2023
RIBA 4B – Technical Design	December 2023
RIBA 5 & 6 – Practical Completion	December 2025
RIBA 5 & 6 – Soft Landings Handover	March 2026
Formal Opening to Public	March 2026

Key Partnerships

Agreements being put in place with:

Questo in County Courseil	Land Owner for the proposed Welcome Centre and
Cumbria County Council	Car Park
RSPB	Land Owner of the Hodbarrow Nature Reserve and
NOFD	majority of the sea wall
Best Holdings	Land Owner adjacent to the RSPB Hodbarrow Nature
Dest Holdings	Reserve, own part of the sea wall
Welcome Centre	Subject to procurement, the contracted partner will
Operator	operate the Welcome Centre and car park

Interdependencies

Element	Commentary
Ecology	The SSSI and natural ecology of the site constrains the construction period. Ensuring no impact on designated features of the SSSI / SPA. Works will be dependent on the season eg. nesting season for the protected terns.

Environmental Designations/ Statutory Consents	Scheme requires consent from Natural England for works on site. Works must be beneficial to the SSSI / SPA and proposals need to pass a Habitat Regulations Assessment.
Visitor Numbers	Visitor Management Plan and site ecology needs to be able to accommodate increased visitor numbers to be sustainable without damaging the special nature of the site.

Risks

Key risks to be managed initially by Copeland Borough Council, then through Cumberland Authority following vesting day. A full risk register is available.

Risk	Mitigation	Impact (5 – highest)	Likelihood (5 – highest)
Unable to secure landowner permissions to undertake work on sea wall	Regular communication to made with any third-party landowners.	3	2
Market conditions / construction cost inflation results in costs exceeding budget	High level cost estimate has been provided. Costs continually reviewed. Inflation allowance included based on BCIS indices.	3	4
Unable to develop appropriate visitor management plan for increase in visitor numbers.	Workshops in place to develop visitor management plan. ECP impact mitigations. Dialogue with Natural England	4	3
Options limited by existing BOAT (Byway Open to All Traffic) status which is unable to change within timescale.	Design Team Review with transport consultant and highways authority. Preferred option does not require change in status	2	4
Predicted tourist numbers insufficient to ensure sustainability	Viability of the project has been established in the business case.	4	2

8. Town Deal Board Chair name & signature

Name of the Town Deal Board: Millom Town Deal Board

Chair's name and signature: Robert Morris-Eyton

Date:

9. By signing, I agree that:

- 1. The business case, in a proportionate manner, is Green Book compliant.
- 2. The 5% early capital (CDEL) has been included in the Town Fund project costs across the programme.

- 3. This project and expenditure represent value for money, including the 5% early capital (CDEL) provided.
- 4. Project-level Equality Impact Assessments such as Public Sector Equalities Duty and/or Environmental Impact Assessments have been undertaken.
- 5. For final submission programme-level Public Sector Equality Duty assessment has been undertaken by the accountable body.

Name of the lead Local Authority and signature of the Chief Executive Officer or S151 Officer

Name of the lead Local Authority: Copeland Borough Council

Job title: Chief Finance Officer/Section 151

Name and signature: Steven Brown

Date:

Part 1: Project Summary Document (Draft)

_	Summary Document Project name: Reactivating Heritage Building			
	Heads of Terms project conditions Actions taken to address any conditions attac 	had to the project	t in the Heads of	
	Terms, where applicable.			
	 Where the condition was to provide a delivery 	olan please inpu	it in the section	
	below (no.9) and/or attach to this document.	P P		
	 Provide a more detailed delivery plan that 	covers operatio	nal and	
	management plans: Detailed in delivery pla	n section of this f	orm.	
		• .• • · ·		
	 Provide clear costings for each element of 	the project: reg	eneration, grant	
	scheme, public realm.			
	scheme, public realm.			
	scheme, public realm. Element	Cost		
		Cost		
	Element	Cost £1,878,585		
	Element Capital			
	Element Capital Arts and Enterprise Centre (inc. acquisition)	£1,878,585		
	Element Capital Arts and Enterprise Centre (inc. acquisition) Public Realm	£1,878,585 £720,060		
	Element Capital Arts and Enterprise Centre (inc. acquisition) Public Realm Building Grants	£1,878,585 £720,060 £440,000		
	Element Capital Arts and Enterprise Centre (inc. acquisition) Public Realm Building Grants Capital Total	£1,878,585 £720,060 £440,000		
	Element Capital Arts and Enterprise Centre (inc. acquisition) Public Realm Building Grants Capital Total Revenue	£1,878,585 £720,060 £440,000 £3,038,645		

Detailed cost plans have been prepared for both the arts and enterprise centre and the public realm.

The building grants cost is the total grant funding that will be available. Initial building surveys of priority properties have been undertaken and outline costs calculated. Further detailed cost plans per grant awarded will be developed bespoke to the building to be refurbished, informed by the level of works required and agreed in conjunction with the property owners.

• Provide outputs and outcomes directly related to the project stage funded by Towns Fund investment:

Outputs

- o 1 new cultural facility
- 3 derelict buildings refurbished
- 1,348m² public realm improved
- o 296m² amount of new retail, leisure or food & beverage space
- 156m² amount of new office space
- o 153m² amount of new 'other' enterprise space
- o 20 temporary FTE jobs supported during project implementation

• 2 EV charge points

Outcomes

- 16 FTE jobs created
- o 1,754 people benefitting from improved buildings/townscape
- 48 people experiencing increased engagement with the arts
- o 10 learners assisted

3. Business case appraisal

Provide details of how the business case has been appraised including:

- business case type
- any internal or external assurances

Cumbria County Council provided an Assurance Programme Office function which included:

- Assessment of the Strategic, Economic, Financial, Commercial and Management full business cases of the Reactivating Heritage Buildings project (an external economist was procured by CCC to provide an analysis of the Economic Case).
- Undertaking a due diligence assessment on the project to identify and advise Copeland Borough Council, as Accountable Body, of any compliance issues for which the Accountable Body would need to satisfy themselves that appropriate processes were in place to manage these issues, in order to allow a grant funding agreement to be issued.
- Providing advice to the Accountable Body surrounding eligibility of costs and outputs.

Geldards Law Firm were commissioned to provide an independent subsidy control opinion.

4. MHCLG capital (CDEL) 5% payment

- Technical design works
- Pre-works surveys
- Planning drawings and submission costs
- Project management costs
- 5. Quantified benefit-cost ratio/value for money (e.g. Benefit Cost Ratio or Net Present Social Value)

A quantified benefit-cost ratio should be provided. If it has not been generated, a summary of evidence used by the S151 Officer to demonstrate value for money should be stated.

The preferred option delivers a BCR of **1.68:1** which according to HM Treasury Guidance is 'good' value for money.

The direct monetised benefits of the preferred option are **£6.5 million.** The Present Value of Benefit consists of:

- £1.8m in GVA
- £1.9m wider Land Value Uplift
- £2.9m social value

The Present Value of Costs (PVC) consists of **£3.9 million** of scheme costs. Optimism bias of **51%** has been applied which is the upper limit for a non-standard building project.

The project also generates significant non-monetised impacts. This includes environmental benefits, construction stage jobs and GVA, jobs and GVA created through space enabled by the grants programme, public realm amenity benefits, and increased visitor numbers.

To mitigate any unforeseen impacts on the economic appraisal, results shown in the table below are based on conservative assumptions to estimate the likely benefits of the scheme. Sensitivity testing and switching value analysis has taken place to illustrate the impact on the BCR if key inputs are altered.

	Value for Money Assessment	Preferred Option (£m)	Do Less (£m)
	GVA	1.8	-
	Wider LVU	1.9	0.5
	Social Value	2.9	1.6
A	Total Economic Benefits	6.5	2.1
	Towns Fund funding	3.7	1.5
	Co-funding	0.1	-
В	Total public sector funding	3.8	0.4
С	Private sector funding	0.2	-
D	Total Economic Costs	3.9	1.5
(A-C) /	Benefit-Cost Ratio	1.68	1.65
В	(BCR)		

Source: Hatch calculation, may not add up due to rounding

Outputs

- 1 new cultural facility
- 3 derelict buildings refurbished
- 1,348m² public realm improved
- 296m² amount of new retail, leisure or food & beverage space
- 156m² amount of new office space
- 153m² amount of new 'other' enterprise space
- 20 temporary FTE jobs supported during project implementation
- 2 EV charge points

Outcomes

- 16 FTE jobs created
- 1,754 people benefitting from improved buildings/townscape
- 48 people experiencing increased engagement with the arts
- 10 learners assisted

The project will also lead to the following impacts:

• £1.9m wider Land Value Uplift resulting from improved town centre footfall and restored heritage buildings

- £1.8m GVA resulting from jobs created through operation of the café and growth within businesses using the Arts and Enterprise Centre
- £2.9m social value resulting from resolved issues with scruffy or neglected buildings, skills training undertaken and increased engagement with the arts.

6. Deliverability

Will this project still be delivered within the Towns Fund timeframe? (Y/N)

Yes. Expected completion Q1 2025/26 which is within the Town Deal timeframe.

7. Delivery plan

Including details of:

- timescales and key milestones
- partnerships
- interdependencies
- risks and mitigation measures (if not provided above).

Key Milestones	End Date
Appoint Design Team Public Realm	Q3 2022/23
Appoint Design Team Arts and Enterprise Centre	Q4 2022/23
Building Grant Scheme Launched	Q4 2022/23
Appoint Arts and Enterprise Centre Operator	Q4 2022/23
Planning permission secured Arts & Enterprise Centre	Q1 2023/24
Detailed Design & Statutory Consents Complete Public	Q2 2023/24
realm	
Contractor Appointment for Arts and Enterprise Centre	Q2 2023/24
Commence Works Arts & Enterprise Centre	Q3 2023/24
Commence Public Realm Works	Q2 2023/24
Complete Public Realm works	Q4 2023/24
Arts and Enterprise Centre opening	Q1 2024/25
Building Grant Scheme Complete	Q1 2025/26

Key Partnerships

Partner	Commentary
Cumbria County Council	Landowner of Market Square and delivery partner for the public realm works
Commercial Property Owners	Take up of building grants

Interdependencies

Element	Commentary	
	This scheme requires planning permission for the Arts &	
	Enterprise Centre. Planning officers have been consulted through	
Planning	the design process, along with the conservation officer, to identify	
Permission	potential issues and constraints. As the plans are refined for the	
	project, through RIBA Stage 3, the project team will liaise with	
	planning officers and Historic England in pre-application meetings	

	to address any outstanding issues to ensure a smooth planning
	application process.
	Design and implementation of this scheme needs co-ordination
Connected	with Connected Town as the public realm element in this scheme
Town	is immediately adjacent to, and needs to complement works
	planned within Connected Town.
	The success of the grant scheme will be dependent on property
	owners engaging and having the desire and match funding to
Droportu	undertake the works to their properties to the required standard.
Property	Early conversations with priority building owners have gauged
owners	significant levels of interest in the grant opportunity. Potential
	works have been identified and costed as part of business case
	development.

Risks

Key risks to be managed initially by Copeland Borough Council, then through Cumberland Council following vesting day. A full risk register is available in Appendix I to the business case.

Risk	Mitigation	Impact	Likelihood
Unable to secure preferred building for arts and enterprise centre.	Owner of building keen to sell and discussions to date have been positive.	3	2
Tenders for capital works higher than anticipated.	Designs have been prepared within available budget, with options to value engineer, including opportunities to reduce extent of public realm and fit-out within Arts and Enterprise Centre.	3	3
Unable to reach agreement on public realm scale and design, which may jeopardise match funding.	Full stakeholder and public consultation to be undertaken.	4	2
Project is delayed.	Project plan to be agreed with contractor, including scope for contingencies/delays.	4	2
Unable to deliver building grants scheme as building owners have no access to match-funding	Early conversations with priority building owners gauged significant level of interest in grant opportunity.	3	2

8. Town Deal Board Chair name & signature
Name of the Town Deal Board: Millom Town Deal Board
Chair's name and signature: Robert Morris-Eyton
Date:
 By signing, I agree that: The business case, in a proportionate manner, is Green Book compliant. The 5% early capital (CDEL) has been included in the Town Fund project costs across the programme. This project and expenditure represent value for money, including the 5% early capital (CDEL) provided. Project-level Equality Impact Assessments such as Public Sector Equalities Duty and/or Environmental Impact Assessments have been undertaken. For final submission - programme-level Public Sector Equality Duty assessment has been undertaken by the accountable body.
Name of the lead Local Authority and signature of the Chief Executive Officer or S151 Officer
Name of the lead Local Authority: Copeland Borough Council
Job title: Chief Finance Officer/Section 151
Name and signature: Steven Brown
Date:

Part 1: Project Summary Document (Draft)

	Summary Document table	
	roject name: Activating Community Health – Millom	
H - -	eads of Terms project conditions Actions taken to address any conditions attached to the p Terms, where applicable. Where the condition was to provide a delivery plan pleas below (no.9) and/or attach to this document.	
•	Provide a more detailed delivery plan that covers ope	erational and
	management plans: The authority will utilise a third-par Leisure Services contract and specification which will det management requirements, outputs and outcomes. Cont with industry standards. It will be the operator's responsit long-term leisure management plan for the facility, agree authority's requirements. The current Copeland leisure co end of March 2024 and therefore future operation will be contract issued by the new combined Cumberland Author facilities. The procurement strategy will be developed in a working arrangements agreed through the ongoing LGR new authority post vesting day but is anticipated to include preliminary market engagement to inform the scale and e procurement across the new authority.	ty operator under a cail the operator's racts will be in line polity to define the d in response to the ontract expires at the through a leisure rity for a portfolio of accordance with the process and by the de structured
•	Provide confirmation of match funding arrangements applied for from both Copeland Community and Nuclear Funds. Decisions due in July. In both cases early conver- the respective funders ahead of the invitation to submit a	Industry Social Impa sations were held wi
•	Provide clear costings for the project:	
	Detailed capital cost plan attached. This continues to be is progressed. Summarised cost table below includes co	refined as the desig
	and contractors allowances considered prudent at RIBA1	• •
		l design stage:
	and contractors allowances considered prudent at RIBA1 Scheme capital costs Demolition and Asbestos Removal	• •
	Scheme capital costs	l design stage: £
	Scheme capital costs Demolition and Asbestos Removal	l design stage: <u>£</u> 110,800
	Scheme capital costs Demolition and Asbestos Removal New Build	L design stage: £ 110,800 5,940,090
	Scheme capital costs Demolition and Asbestos Removal New Build External Works	l design stage: £ 110,800 5,940,090 1,659,550
	Scheme capital costs Demolition and Asbestos Removal New Build External Works Design Development Contingency @ 5%	l design stage: £ 110,800 5,940,090 1,659,550 385,522
	Scheme capital costs Demolition and Asbestos Removal New Build External Works Design Development Contingency @ 5% Client / Project Contingency @ 7.5%	L design stage: <u>£</u> 110,800 5,940,090 1,659,550 385,522 578,283
	Scheme capital costsDemolition and Asbestos RemovalNew BuildExternal WorksDesign Development Contingency @ 5%Client / Project Contingency @ 7.5%Furniture, Fittings & Equipment	L design stage: <u>£</u> 110,800 5,940,090 1,659,550 385,522 578,283 354,000

3. Business case appraisal

Provide details of how the business case has been appraised including:

- business case type
- any internal or external assurances

Cumbria County Council provided an Assurance Programme Office function which included:

- Assessment of the Strategic, Economic, Financial, Commercial and Management full business cases of the Activating Community Health scheme.
- An external economist was procured by CCC to provide an analysis of the Economic Case
- Undertaking due diligence assessment on the scheme to identify and advise Copeland Borough Council, as Accountable Body, of any compliance issues for which the Accountable Body would need to satisfy themselves that appropriate processes were in place to manage these issues to allow a grant funding agreement to be issued.
- Providing advice to the Accountable Body surrounding eligibility of costs and outputs

Geldards Law Firm were commissioned to provide an independent subsidy control opinion.

4. MHCLG capital (CDEL) 5% payment

Main activities, if applicable:

- Surveys of existing facility and grounds
- Technical designs
- Costings for scheme proposals
- Project management
- Planning fees

5. Quantified benefit-cost ratio/value for money (e.g. Benefit Cost Ratio or Net Present Social Value)

A quantified benefit-cost ratio should be provided. If it has not been generated, a summary of evidence used by the S151 Officer to demonstrate value for money should be stated.

The Benefit Cost Ratio provides a value for money assessment of costs per one unit of benefit achieved based on net present values of costs and benefits.

Benefit Cost Ratio		
Economic	benefits	
	Participation in sports	£10.8m
	Wider Housing LVU	£3.7m
	Wider Commercial LVU	£0.1m
(A)	Total economic benefits	£14.6m
Economic costs		
(B)	Towns Fund cost/funding	£6.5m
(C)	Co-funding	£5.0m

(D) = (B) +	Total public sector funding	£11.5m
(C)		
(E)	Private sector funding	£1.1m
(D) + (E)	Total economic costs	£12.6m
(A) – (E) /	Benefit-Cost Ratio (BCR)	1.18
(D)		

The preferred option delivers a BCR of 1.18:1 which according to HM Treasury Guidance is 'low value for money'.

A number of sensitivity test have been undertaken, to test the robustness of the BCR. This analysis indicates that subject to good take-up by inactive local residents of the new facilities the well-being of residents and associated improvements in town centre vitality targeted by the Town Investment Plan would deliver low value for money.

Given the uncertainty around the subjective well-being valuations for different individuals the user values were sensitivity tested to show that on monetised benefits alone there is some confidence that the project will offer value for money. This view is supplemented by two further arguments:

There are also wider economic benefits that it was not appropriate to value within the context of this business case. Even if the subjective wellbeing valuation is overestimated these benefits would further support the value for money assessment.

The Green Book 2020 emphasises the importance of the strategic case for assessing value for money in its own right. The link between this project, its strategic objectives and those of the Town Deal with the policy position of government in seeking to Level Up the country is well developed. As a consequence, where the evidence to support easily monetised benefits is not clear, strong strategic alignment can be considered sufficient evidence of value for money instead.

This project presents both the strong strategic fit and evidence of monetised benefits to suggest an overall assessment of medium value for money for the Millom Activating Community Health project.

Outputs

- 1 new community sports centre
- 1 upgraded sports facility (3G pitch)
- 363,155 increased visits to sports centre
- 90 construction jobs
- 8.5 FTE jobs created

Outcomes

£10.8 million social value impact of increased physical activity amongst residents

Impact

- Improved community resilience and health and well-being leading to a more economically active population;
- Enhanced townscape that is more attractive and more accessible to residents, businesses and visitors;
- Increased footfall in Millom with people using the town centre for a greater variety of reasons;

- More balanced town centre offer and better facilities for young people making it a better place to live, work and invest;
- Systems savings through reduced use of NHS services; and
- Increased employment opportunities to support the management, activities programme, gym and fitness instructors, café, admin and cleaning as well as volunteering opportunities.

6. Deliverability

Will this project still be delivered within the Towns Fund timeframe? (Y/N)

Yes. The delivery plan sets out key dates and indicates an expected completion of the facility summer 2024 with financial completion during 2025 (allowing for retention), which is within the Towns Fund timeframe.

7. Delivery plan

Including details of:

- timescales and key milestones
- partnerships
- interdependencies
- risks and mitigation measures (if not provided above).

The key milestones identified:

Key Milestone	End Date
Complete RIBA Stage 3	October 2022
Submit Planning Application	November 2022
Operator Procurement Strategy	January 2023
Commence Contractor Procurement	March 2023
Planning Approval	April 2023
Stage 4A design	February 2023
Contractor procurement	March 2023
Construction Commences	May 2023
Fit Out	June 2024
Practical Completion	June 2024
Handover	July 2024
Opening to public	July 2024

Key Partnerships

Cumbria County Council – land owner and operator of community hub on adjacent site and shared car parking.

Millom School: Occupier of current site and need agreements regarding site access and working hours during construction. Operation of facility with agreements for school use and safeguarding protocols.

Interdependencies

Element	Commentary
Statutory Consents	Need approval for change of use of land to build facility on existing playground (Dept for Education) and Planning Permission.
Millom	Construction must not disrupt education / exams and
School	therefore requires considerate scheduling

Risks

Key risks to be managed initially by Copeland Borough Council, then through Cumberland Authority following vesting day. A full risk register is available.

Risk	Mitigation	Impact	Likelihood
Failure to secure planning permission	Project is an extension to a current leisure facility so risk is low. Designs will be developed with the planning authority's input and pre-app discussions will take place to inform the submitted design proposals.	5	2
Failure to secure Dept for Education permission	Both school and county council support the proposal. Application in process.	5	3
Disruption to the school during construction.	Prior to commencing works a construction phase plan will be developed with the school to identify segregation and minimise disruption to the school The experienced contractor will be able to offer a solution that can be managed during the works period.	3	5
Market conditions / inflated prices of potential main contractors.	 Allowance made in cost plan for construction contingency and inflation; Early contractor engagement will allow supply chain to be engaged to establish any potential issues early; Impact of supplying materials locally to be explored. 	3	3
Lack of Experienced Contractors prepared to work in the region	Early market engagement with contractors to assess interest, utilising existing relationship with Alliance Leisure to soft market test through UK Leisure Framework (UKLF).	2	3
Existing Recreation Centre competes with the new facility	Recreation centre confirmed desire to provide a dedicated gymnastics facility. No gymnastics to be provided at the new facility.	3	4

8. Town Deal Board Chair name & signature
Name of the Town Deal Board: Millom Town Deal Board
Chair's name and signature: Robert Morris-Eyton
Date:
 By signing, I agree that: The business case, in a proportionate manner, is Green Book compliant. The 5% early capital (CDEL) has been included in the Town Fund project costs across the programme. This project and expenditure represent value for money, including the 5% early capital (CDEL) provided. Project-level Equality Impact Assessments such as Public Sector Equalities Duty and/or Environmental Impact Assessments have been undertaken. For final submission - programme-level Public Sector Equality Duty assessment has been undertaken by the accountable body. Name of the lead Local Authority and signature of the Chief Executive Officer or
S151 Officer
Name of the lead Local Authority: Copeland Borough Council
Job title: Chief Finance Officer/Section 151
Name and signature: Steven Brown
Date:

Part 1: Project Summary Document (Draft)

Summary Document table

1. Project name: Connected Millom & Haverigg

2. Heads of Terms project conditions

- Actions taken to address any conditions attached to the project in the Heads of Terms, where applicable.
- Where the condition was to provide a delivery plan please input in the section below (no.9) and/or attach to this document.

No conditions were attached to this project

3. Business case appraisal

Provide details of how the business case has been appraised including:

- business case type
- any internal or external assurances

Cumbria County Council provided an Assurance Programme Office function which included:

- Assessment of the Strategic, Economic, Financial, Commercial and Management full business cases of the Healthy Town scheme.
- An external economist was procured by CCC to provide an analysis of the Economic Case
- Undertaking due diligence assessment on the scheme to identify and advise Copeland Borough Council, as Accountable Body, of any compliance issues for which the Accountable Body would need to satisfy themselves that appropriate processes were in place to manage these issues to allow a grant funding agreement to be issued.
- Providing advice to the Accountable Body surrounding eligibility of costs and outputs

Geldards Law Firm were commissioned to provide an independent subsidy control opinion.

4. MHCLG capital (CDEL) 5% payment

Main activities, if applicable:

- Project Design and Development activities
- 5. Quantified benefit-cost ratio/value for money (e.g. Benefit Cost Ratio or Net Present Social Value)

A quantified benefit-cost ratio should be provided. If it has not been generated, a summary of evidence used by the S151 Officer to demonstrate value for money should be stated.

The Benefit Cost Ratio provides a value for money assessment of costs per one unit of benefit achieved based on net present values of costs and benefits.

|--|

1.4	A	1.5 impac	Present value of net economic	1.6	£7,219,393
1.7		1.8	Towns Fund funding	1.9	£5,013,405
1.10		1.11	Co-funding *	1.12	£25,478
1.13	В	1.14	Total public sector funding	1.15	£5,038,883
1.16	С	1.17	Private sector funding	1.18	£0
1.19	D	1.20	Total Economic Costs	1.21	£5,038,883
1.22 C) / B	(A-	1.23	Benefit Cost Ratio	1.24	1.43

The preferred option delivers a BCR of **1.43:1** which according to HM Treasury guidance is 'Low value for money'

For some benefits of the project either there are no valuation methods readily available or it is not possible to identify the expected uplift due to the intervention. These benefits have not been monetised within the economic case. They include:

- **Cyclist and pedestrian specific accident changes** resulting from the scheme are not included in the appraisal. Any accident changes which are appraised are those attributable to the reduction in vehicle mileage following mode shift to walking and cycling in the AMAT and due to the changes on the B5295 in COBALT.
- Health impacts specifically for children are not included in the appraisal as there is very little research which considers this. Health impacts are considered for adults and form a large proportion of the benefits derived, which is typical for active travel schemes. It is likely that children enjoy many of the same benefits from walking and cycling as adults, but it would not be proportionate within this project to carry out research to allow them to be monetised. It is not proportionate to seek to appraise potential health benefits for this group in greater detail for this project.
- Decarbonisation of the private car fleet will, in time, lead to a reduction in GHG emissions, and therefore a reduction in the benefits derived from mode shift from the private car to active modes. However, given the long lifecycle of private cars it is unlikely that any significant GHG reductions will be seen before 2030. Data underpinning AMAT and other transport appraisal currently under-prices the benefits of mode shift in reducing GHG emissions (as it is based on the 80% reduction target rather than achieving carbon net zero, where the last 20% will be the most difficult and expensive to achieve and transport emissions remain static, even as all other sectors of the economy are seeing GHG emissions falling).

The non-monetised impacts stated above will help demonstrate the scheme will be providing a BCR of greater than 1.5 and showing "medium" value for money.

The project will deliver the following outputs:

- 3.1km new and upgraded walking and cycling paths
- 3 junction improvements and an upgraded railway bridge scheme at Haverigg Road
- Station upgrade
- 919 m² of public realm

This will lead to the following outcomes:

- Number of temporary FT jobs supported during project implementation 21
- Improved affordability, convenience, reliability and sustainability of travel options.
- Enhanced town centre experience that prioritises the health, safety and mobility of pedestrians and makes specific provisions for people with limited mobility or disability.
- Reduced congestion within the town.
- Enhanced townscape that is more attractive and accessible to residents, businesses and visitors.
- CO2 emissions reductions.
- Economic Benefit of £7.2 million.
- Health benefits arising as a result of improved pedestrian priority and wayfinding (£2.3m of health benefits (2021 prices).
- Wider Land Value benefits of £2.9m from increased prices of household and commercial properties.

6. Deliverability

Will this project still be delivered within the Towns Fund timeframe? (Y/N)

Yes. Project closure and closeout is expected by November 2025 which is within the Town Deal timeframe.

7. Delivery plan

Including details of:

- timescales and key milestones
- partnerships
- interdependencies
- risks and mitigation measures (if not provided above).

Milestones	
Milestone Description	Date
Stage 2: FBC Submission to Copeland Borough Council	4 th April 2022
Stage 2: Statutory Undertaker / Topographic Survey Returns	September 2022
Stage 3: Preliminary Designs and Review of BCRs (Station	February 2023
and Civils contracts)	
Stage 4: D&B Contract Award (Workstream 1- Civils Contract)	April 2023
Stage 4: Detailed Design; Workstream 1, Phase 1- St.	July 2023
Georges Terrace	
Stage 4: Detailed Design; Workstream 1, Phase 2	October 2023
Stage 5: Construction Complete Phase 1	March 2024
Stage 5: Construction Complete Phase 2	October 2024

Stage 3: Railway Station; Partner agreement and land	April 2024
consents	
Stage 4: Detailed Design complete; Workstream 2- Station	December 2024
Stage 5; Construction complete; Station contract	November 2025
Stage 6: Project Closeout and Completion	November 2025

Key Partnerships

CCC as the highway authority are responsible for the delivery of the project. As some of the proposals affect land outside of the control of CCC, and outside the adopted highway boundary, it is also anticipated that partnerships with the following organisations will be required for project delivery:

- Northern Rail
- Network Rail
- Copeland Borough Council

Interdependencies

The Key interdependencies relate to the delivery of the other schemes within the Town Investment Plan and ensuring the delivery of the interventions compliments and supports connectivity to this activity. Key interdependencies are:

Ensuring works are programmed and coordinated effectively to allow a critical path of activity to be delivered and works not then being delivered twice.

Risks

The key risks to the programme are:

- increased cost and availability of materials.
- Iron Line project programme slippage impacting on scheme delivery of Connected Town
- The Local Government Reform process impacts on scheme delivery causing a change to the programme governance.
- There is a risk the Construction programme increases beyond that included in the estimate, caused by unforeseen circumstances, resulting in delays on site and additional prelim costs.
- Maintaining access for businesses
- There is a risk that Statutory consents are not obtained in line with target programme dates and could conflict with TRO / other consents on other programmes
- There is a risk of delays due to other project works in the town occurring at the same time as the planned constructions phases for this project. (LLFA Scheme, Iron line and Town Square)

8. Town Deal Board Chair name & signature				
Name of the Town Deal Board: Millom Town Deal Board				
Chair's name and signature: Robert Morris-Eyton				
Date:				
9. By signing, I agree that:				
1. The business case, in a proportionate manner, is Green Book compliant.				
2. The 5% early capital (CDEL) has been included in the Town Fund project costs across the programme.				
3. This project and expenditure represent value for money, including the 5% early				
capital (CDEL) provided.				
 Project-level Equality Impact Assessments such as Public Sector Equalities Duty and/or Environmental Impact Assessments have been undertaken. 				
5. For final submission - programme-level Public Sector Equality Duty				
assessment has been undertaken by the accountable body.				
Name of the lead Local Authority and signature of the Chief Executive Officer or				
S151 Officer				
Name of the lead Local Authority: Copeland Borough Council				
Job title: Chief Finance Officer/Section 151				
Name and simulations. Others a Drawn				
Name and signature: Steven Brown				
Date:				

Part 2: Town Investment Plan (TIP) conditions

Towns are **only** required to submit this with the **first batch** of Summary Document if any TIP conditions are listed in the Heads of Terms. All TIP conditions must be met **before funding can be released.**

TIP conditions table		
1. TIP improvement condition		
Set out TIP improvement conditions as agreed in Heads of Terms		
2. Evidence		
Provide evidence of how conditions have been addressed		
3. Name of the Town Deal Board Chair & signature		
Name of the Town Deal Board:		
Chair's name and signature:		
Chair's name and signature:		
Date:		
 Lead Local Authority's name & signature of the Chief Executive Officer or S151 Officer. 		
Name of the lead Local Authority:		
Name of the lead Local Authonity.		
Job title:		
Name and signature:		
Date:		

Annex: submission checklist

Use this as guidance when submitting the Summary Documents.

Items	Checked	Qty	
first submission			
1. Programme-level update			
2. Part 1: Project Summary Document			
3. Part 2: Town Investment Plan (TIP) conditions			
4. Final Monitoring & Evaluation (M&E) plan			
5. Any other documents			
all other submissions			
1. Programme-level update			
2. Part 1: Project Summary Document table			
3. Final M&E plan			
4. Any other documents			



Appendix B: Programme Monitoring and Evaluation Plan

Accelerated Funding:			
Project	Indicators	Target	
Millom and Haverigg Parks	£ spent directly on project delivery (either local authority or implementation partners)*	£276,082	
	£ co-funding spent on project delivery (private and public)*	£99,949	
	Amount of existing parks/green space/ outdoor improved	1,200m2	
Millom Running Track	£ spent directly on project delivery (either local authority or implementation partners)*	£205,180	
	£ co-funding spent on project delivery (private and public)*	£25,000	
	Number of improved community/sports facilities	1	
Norman Nicholson App	£ spent directly on project delivery (either local authority or implementation partners)*	£18,738	
	£ co-funding spent on project delivery (private and public)*	£200	
	Cultural/Place – digital app created	1	

Iron Line:

Mandatory indicators	Proposed indicators against outputs (TBC)
£ spent directly on project delivery (either local authority or implementation partners)*	New and upgraded walking and cycling paths
£ co-funding spent on project delivery (private and public)*	# of new or improved car parking spaces
£ co-funding committed (private and public)*	Number of new cultural facilities
# of temporary FT jobs supported during project implementation*	Amount of existing parks/greenspace/outdoor improved
# of full-time equivalent (FTE) permanent jobs created through the projects*	Amount of rehabilitated land
	Number of new public art installations
	Restored heritage building

Reactivating Heritage Buildings:

Mandatory indicators	Proposed indicators against outputs (TBC)
£ spent directly on project delivery (either local authority or implementation partners)*	# derelict buildings refurbished
£ co-funding spent on project delivery (private and public)*	# new cultural/enterprise facility
£ co-funding committed (private and public)*	Amount of public realm improved
# of temporary FT jobs supported during project implementation*	Amount of new "other" enterprise space
	Amount of new office space
	Amount of new retail, leisure or F&B space
	# new EV charge points

Activating Community Health:

Mandatory indicators	Proposed indicators against outputs (TBC)
£ spent directly on project delivery (either local authority or implementation partners)*	# new community / sports centre
£ co-funding spent on project delivery (private and public)*	# improved community / sports facilities
£ co-funding committed (private and public)*	# additional visits to the facility by end March 2026
# of temporary FT jobs supported during project implementation*	
# of full-time equivalent (FTE) permanent jobs created through the projects*	

Connected Millom & Haverigg:

Mandatory indicators	Proposed indicators against outputs (TBC)
£ spent directly on project delivery (either local authority or implementation partners)*	New and upgraded walking and cycling paths
£ co-funding spent on project delivery (private and public)*	Delivery of new public spaces
£ co-funding committed (private and public)*	Upgraded road infrastructure – Junction improvements
# of temporary FT jobs supported during project implementation*	Station upgrade



Appendix C: Programme Towns Fund Financial Profile

Project	RDEL/CDEL	20/21(£)	21/22 (£)	22/23 (£)	23/24 (£)	24/25 (£)	25/26 (£)	Total (£)
Iron Line	RDEL						60,000	60,000
	CDEL		171,783	200,000	3,085,000	3,535,000	298,217	7,290,000
	Total	0	171,783	200,000	3,085,000	3,535,000	358,217	7,350,000
Reactivating Heritage Buildings	RDEL					33,133	10,722	43,855
	CDEL			516,216	1,907,429	300,000	102,500	2,826,145
	Total	0	0	516,216	1,907,429	333,133	113,222	2,870,000
Activating Community Health	RDEL						60,000	60,000
	CDEL			475,000	5,295,000			5,770,000
	Total	0	0	475,000	5,295,000	0	60,000	5,830,000
Connected Millom & Haverigg	RDEL							0
	CDEL		30,000	100,263	1,888,036	1,760,035	771,666	4,550,000
	Total	0	30,000	100,263	1,888,036	1,760,035	771,666	4,550,000
Total (£)		0	201,783	1,291,479	12,175,465	5,628,168	1,303,105	20,600,000



Item 6 – Millom Town Deal Board Business Case Assurance – <u>Confidential</u>

This item has been excluded from the public and press on the grounds that it involves the likely disclosure of exempt information as defined in Paragraph 3 of Part One of Schedule 12A of the Local Government Act 1972, as amended by the Local Government (Access to Information) Act 1985 and Access to Information (Variation) Order 2006.