

# Loughborough Town Deal Board

7th December 2022

10 am Virtual Meeting, Charnwood Borough Council, Southfields, Loughborough

## Agenda

Item	Subject	Page #	Action
1	Apologies	-	
2	Draft minutes of the previous meeting & matters arising	2 - 6	Approval
3	Declarations of Interest	-	
4	Riverside Regeneration Project (presentation)	-	
5	Terms of Reference Update	7 - 33	Approval
6	Delivery Sub-Group Update	34	To note
7	Programme Update & Performance Reporting	35 - 37	To note
8	Communications Update	38 - 44	To note
9	AOB	-	
	Future meeting dates:  14 March 2023 13 June 2023 26 Sep 2023 05 Dec 2023	-	

# Meeting minutes

ITEM 2

<b>PROJECT</b>	Town Deal		
<b>DATE</b>	19th August 2022	<b>LOCATION</b>	Virtual meeting using MS teams

<b>Attendees</b>	
<b>Board Members</b>	
Cllr Jonathan Morgan (Co-Chair – in the Chair)	Charnwood Borough Council
Cllr Jenny Bokor	Chair of MRG
Lez Cope-Newman	Loughborough BID
Jane Hunt MP	MP for Loughborough
Dr Nik Kotecha	Morningside Pharmaceuticals
Jo Maher	Loughborough College
David Pagett-Wright	Chair of CCEG
Andy Reed	LLEP
Prof. Chris Rielly	Loughborough University
Deborah Taylor (CC)	Leicestershire County Council
Martin Traynor	Economy & Skills Group
<b>Officer Attendees</b>	
Rob Mitchell	Charnwood Borough Council
Simon Jackson	Charnwood Borough Council
Richard Bennett	Charnwood Borough Council
Maria Curran	Charnwood Borough Council
Tom Purnell	Leicestershire County Council
Jo Dexter	BEIS
Sue Tilley	LLEP
Nicky Conway	Minute Taker (Charnwood Borough Council)

<b>Apologies</b>
Eileen Mallon and Mike Roberts (Charnwood Borough Council).
<b>Meeting Type (Team, Board or other)</b>
Board Meeting
<b>Meeting Minutes</b>
<b>2. Minutes of the previous meeting and matters arising</b>
The minutes of the previous meeting were confirmed as a correct record. There were no matters arising.

## Meeting minutes

### 3. Declarations of Interest

Jane Hunt MP declared an interest as a Minister for BEIS.

Jo Maher declared an interest as the Loughborough College representative with a project included in the Town Deal.

Cllr Morgan declared the following interests for his wife: as the Chair of the National Council for COVID (in relation to the Hope Bell project) and a non-executive director of Great Central Railway.

Prof. Chris Rielly declared an interest as Project Lead for Healthy and Innovative Loughborough project.

David Pagett-Wright declared an interest as the director on the Generator CIC.

### 4. Delivery Sub-Group Update

Maria Curran introduced this report and provided a summary. She noted that the Sub-Group had been very active, meeting four times since the last Board meeting and had approved the submission of business cases for GCR, Healthy & Innovative Loughborough and the Flood Mitigation projects. At its last meeting (held this week), the Sub-Group had agreed to submit the final two projects in the Town Deal (Hope Bell and Living Loughborough), so all projects would now be moving to the implementation stage.

The Chair of DSG noted that the Sub-Group were pleased with the progress and thanked members, officers and BEIS for their work. All 11 projects were moving into the delivery stage, funding was being released and the monitoring of project delivery had been initiated. There had been some concerns, but work carried out with MACE had been advantageous and where projects had not quite achieved 100% green RAG ratings, pre-conditions had been applied to the funding release. He also formally thanked the S151 officer for his involvement and commitment.

The Co-chair thanked the Sub-Group for its work and noted that the progress was evident in the minutes.

Board Members discussed the benefits of meeting project sponsors and being able to see the progress on site for each project. Both Co-chairs had visited projects on site as part of the Comms Plan and had found it rewarding to see the impact of the projects and the Town Deal for Loughborough. It was noted that this had been raised at the recent DSG meeting and agreed that the Town Deal Programme Manager would arrange site visits for all projects starting in September.

Jo Maher updated the Board on the position with the College project, explaining that it had required some value engineering and that as the team had experience in keeping down costs, this expertise could be shared. She wished to invite the Board to a soft launch of the T-level centre before the year end.

**Recommendation Agreed:** that the content of the report is noted.

## Meeting minutes

### 5. Programme and Projects Update

As part of the Programme and Projects Update Maria Curran shared the 'Summary on a Page' with the Board and noted that this document had also been shared with the other three Town Deal Sub-Groups.

Summary of points highlighted:

- the £16.9mill Town Deal funding was generating significant investment from the private and public sector for Loughborough.
- funding gaps that had been identified for several projects were outlined and an explanation of mitigation measures was provided.
- DLUHC funding had been released for 8 projects so far and was released year by year in accordance with the submitted project's financial profile.
- the importance for grant agreements to be in place – this had been slow initially, but a new template which could be tailored to each project's requirements had improved the process significantly.
- RAG ratings for delivery status was based on DLUHC criteria. Project delays were considered realistic and acceptable.
- the use of the Business Support grant by some projects, where external consultants were used, projects had requested retrospective funding.
- implementation of performance monitoring on a quarterly basis. Monthly 'Delivery Tracker' completed by Project Leads to ensure early warning of any potential issues, delays, or project amendments.

The Co-chair welcomed the summary and, on being informed that the 'Summary on a Page' document was shared with the Delivery Sub-Group prior to each of its meetings, suggested that once it had been reviewed by the Delivery Sub-Group that the document was then shared with the Board.

Prof Chris Rielly updated the Board on the position with the Healthy and Innovative Loughborough Project, noting that the sub-projects were fully resourced and that a 50% post with the University would be supporting the project.

#### Recommendations Agreed:

1. that the content of the report is noted.
2. that the 'Summary on a Page' document is shared with Board Members after it has been considered by the Delivery Sub Group.

### 6. Performance and Assurance Review

Maria Curran introduced this report and noted that since the Board last met, the S151 Officer's Assurance Statement and Assurance Letter to the DLUHC Accounting Officer, along with a Governance Assurance Statement from the Co-Chairs were submitted on 25th May to DLUHC.

This was the first formal monitoring request by DLUHC for 6 projects that had received funding up to end March 2022. The additional addendum report had been submitted to DLUHC in June 2022 after approval by the Delivery Sub-Group, and had included a funding update identifying

## Meeting minutes

the risk of rising costs and supply chain issues. At present DLUHC had not responded to request clarification or extra information.

DLUHC required twice yearly updates and the next formal report would be submitted by 1st December 2022.

No questions were asked by the Board.

**Recommendations Agreed:** that the content of the report be noted.

### 6. Communications Update

Richard Bennett introduced this report and drew the Board's attention to the summary of activity on pages 42-43 of the report and the communications activity around the development of the Hope Bell. He highlighted that the Comms team were keen to understand the engagement work being carried out by the Projects and emphasised the importance of including the HM Government and Loughborough Town Deal logos on all marketing and publicity materials.

No questions were asked by the Board.

**Recommendation Agreed:** That the content of the report be noted.

### 7. Budget Update

Maria Curran introduced this report and stated that the update covered the 2021-22 financial year. She summarised the position and highlighted the following:

- the work carried out by MACE to provide training and support projects in delivering their business cases.
- the funding for projects when released was reduced by 5% due to the early release of pre-payment monies by DLUHC to support programme management, which required an accounting process to ensure the projects were receiving 100% of their ask.
- not all costs budgeted for had been spent during 2021-22. As funding for projects approved in January was not received until the end of March and the delay in completing grant agreements, only £700K of the project grant had been released in 2021-22.
- projects had not identified any supply chain or rising cost issues at present but this was expected to change when they moved into the delivery stage.

Summary of Board discussion:

- projects were likely to require value engineering to bring costs down. The College had already begun to do this for its Digital Skills Hub project and the sharing of best practices would be welcomed.
- £485K contingency in the revenue support budget had been reported previously but this was not perceived as being sufficient to deal with expected pressures in supply chain and construction costs considering the 10% inflation rate. Projects should be encouraged to research the best prices to obtain value for money. It was noted that the Delivery Sub-Group had agreed to spend £100K of the contingency to support projects moving forward and that it would shortly be considering a draft set of principles for use of the remaining contingency.

## Meeting minutes

- that the rising costs and supply chain issues would be impacting Town Deals across the country and whether it was appropriate to seek a delay from the Government until the situation had settled down, to potentially get better value for services and products. It was unlikely that inflation would significantly reduce, and the Town Deal projects were currently required to be completed by March 2026. By delaying the start of projects there was a risk that they would not be able to deliver on time and it was possible that locking prices down now could be more advantageous. Some projects such as the Bell Foundry had already made concessions to mitigate the risks.
- that funds could be available through the wider levelling up agenda providing opportunities for projects to link up and procure more efficiently. It was noted that the Prosperity Fund had closed but that it was important to have 'shovel ready' projects available in case of sudden release capital funding from the Government

*During the discussion of this item Jane Hunt MP left the meeting.*

**Recommendations Agreed:** that the content of the report is noted.

### 8. AOB

In response to a question, it was noted that the protocol for the releasing of business cases in the public domain on request had been approved but no further requests had been received. If a request was to be submitted, the Accountable Body would liaise with the project leads regarding any sensitive information before releasing the business case.

The Co-Chair explained that Eileen Mallon would be retiring from the Council and highlighted some key moments where her support of the Loughborough Town Deal project had been critical. He asked that the Board's thanks for her work be formally recorded.

### Date of Future Meetings

To be arranged.

### Follow up actions

<b>5</b>	Jo Maher to liaise with Town Deal Programme Manager regarding the grant agreement for the College project
----------	---

## LOUGHBOROUGH TOWN DEAL BOARD

7TH DECEMBER 2022

### Item 5 – Terms of Reference Update

#### 1. Introduction

- 1.1 This paper presents modifications to the Town Deal Board's Terms of Reference and those of the Member Reference Group along with revisions to the Project Assurance Framework.

#### 2. Recommendations:

- 1 that the Board ratifies the amendments to its Terms of Reference and those of the Member Reference Group
- 2 that the Board approves the updated list of Lead Officers for the Accountable Body in the Project Assurance Framework.

#### 3. Background

- 3.1 At the Board meeting on 29th January 2020, the Board approved a governance structure for the Loughborough Town Deal that included Terms of Reference for the Town Deal Board and a Code of Conduct for its members. Subsequent amendments in October 2020 clearly set out the role of the co-chairs, ensured the Code of Conduct was founded on the Nolan Principles of Public Life and agreed the register of members' interests would be maintained and published on the website. Further updates to the Town Deal Board Terms of Reference to encompass the then new Delivery Sub-Group and a scheme of delegation to reflect its proposed responsibilities were approved in September 2021.
- 3.2 The Project Assurance Framework was approved by the Board Co-Chairs for reasons of urgency and that decision subsequently endorsed by the Town Deal Board at its meeting on 21st October 2021. Its purpose is to set out how the Loughborough Town Deal Fund Programme will be managed and governed, taking account the conditions in the Heads of Terms agreed with Government.

#### 4. Changes to the Board Terms of Reference Delivery Sub-Group Meetings

- 4.1 Amendments to the Town Deal Board Terms of Reference (TOR) encompass recent resource changes to officer attendees and comprise:
- the inclusion of Justin Henry, CBC's Commercial and Economic Development Director in place of Eileen Mallon, former Strategic Director Communities, Planning & Housing
  - Sue Tilley as the representative of the Leicester and Leicestershire Enterprise Partnership
  - the inclusion of the Town Deal Programme Manager

- 4.2 The resource changes within Charnwood Borough Council are also reflected in amendments to the Project Assurance Framework. The Lead Officers for the Accountable Body are now as follows:
- Director – Commercial and Economic Development
  - Director – Finance, Governance and Contracts (S151 Officer)
  - Head of Economic Development and Regeneration
  - Head of Finance
  - Head of Governance and Human Resources (Monitoring Officer)
  - Communications Manager
  - Loughborough Town Deal Programme Manager
- 4.3 The frequency of Board meetings has been modified now that Town Deal projects are in the delivery stage. Meetings will take place once every quarter although variations remain possible, subject to a discussion and vote of the Board, at the discretion of the Co-Chairs.
- 4.4 The review of Board’s TOR noted that the frequency of Member Reference Group (MRG) meetings remained at two months. To align with the Board and the Consultation and Engagement Group TOR and meetings, the frequency of MRG meetings has also changed to quarterly. However extraordinary meetings can be called at any time if deemed appropriate.

## 5. **Appendices**

Appendix A – Amended Town Deal Board Terms of Reference

Appendix B – Amended Town Deal Member Reference Group Terms of Reference

Appendix C – Amended Town Deal Project Assurance Framework



## Loughborough Town Deal Board

### Terms of Reference

#### Membership

Co -Chair - Cllr Jonathan Morgan, Leader of the Council  
Co- Chair – Nik Kotecha, Business Community

#### Executive Board Members

Jane Hunt MP  
Cllr Deborah Taylor LCC  
Lez Cope Newman, Loughborough BID (or other Loughborough BID representative)  
Andy Reed LLEP representative  
Martin Traynor, Chair, Economy and Skills Group, Charnwood Together  
Prof Chris Rielly Loughborough University  
Jo Maher, Loughborough College

#### Non-Executive Board Members

Chair – Cllr Jenny Bokor, Member Reference group  
Chair – David Pagett-Wright, Community Engagement and Consultation group

#### Officer attendees

Rob Mitchell - CBC  
~~Eileen Mallon~~ ~~Justin Henry~~ - CBC  
Chris Grace - CBC  
TD Programme Manager - CBC  
Tom Purnell - LCC  
~~Mandip Rai~~ Sue Tilley – LLEP  
Finance Officer - CBC  
Others as invited for specific agenda items

#### Co-Chairs

Having Co-Chairs shows the strength of partnership between the public and private sector representatives. Their role is to combine their individual strengths and experience to maximise the support to the Board. The Co-Chairs will also lead the Board in achieving its objectives, maintaining an overview of activity, and championing and supporting partnership working ensuring that decisions are made by the Board in accordance with good governance principles.

The Co-Chairs will remain in office for two years from election unless re-elected by majority vote of the Board. Should either step down during their tenure a new representative will be elected at the next available Board meeting.

The Co-Chairs will have delegated authority to:

- Amend the Town Investment Plan prior to its submission to the government.
- Take decisions in urgent circumstances to ensure programme delivery subject to a delegated authority report being made to the Board to confirm the decision.

## **Board Responsibilities**

- To provide support and advice to the accountable body (Charnwood Borough Council) in developing a Town Deal bid in line with the Government prospectus.
- To maintain strategic oversight of the Town Deal Bid and set the direction of the investment plan.
- To approve the annual delivery plan and monitor the delivery of targets in the plan.
- To oversee the establishment of the programme (officer) team and other Sub-Groups as the Board sees fit.
- To ensure that the programme team and the Sub-Group have sufficient resources, knowledge and capacity available to deliver the objectives.
- To make representation to government departments for advice and assistance as necessary.
- To ensure the necessary liaison arrangements are in place to maximise resources across the range of partners, and to work collaboratively to deliver the shared objectives.
- To receive representation from the Member Reference Group, and consider the views of Members, ensuring adequate liaison with the group.
- To ensure the views of the community are represented and considered through the Community Engagement and Consultation Group, and the communications strategy
- To ensure all the necessary governance matters within the remit of Charnwood Borough Council are identified and progressed effectively.
- To delegate decisions to the Sub-Group, as set out in the Scheme of Delegations

## **Scheme of Delegation**

On behalf of the Board the Sub-Group may:

- Approve projects for submission to DLUHC and for contracting and delivery, subject to final approval by the Accountable Body's S151 Officer..
- To approve amendments to projects that affect their cost up to a maximum of £500K of the individual Town Deal Projects.
- That any proposed project amendments that affect cost above £500K is decided by the Board unless an urgent decision is required, in which case the proposal to be circulated to all Board members for their views and that on receiving all responses the Co-chairs to make the final decision if a Board meeting is not convened.
- Approve allocation of DLUHC Programme support funding.
- Approve the submission of monitoring reports to DLUHC.
- Suspend projects where there are Red rated issues such as potential for significant overspend and or project delay leading to late completion.
- Where a project is suspended, to report to the Board for it to consider halting the project unless urgent action is required, in which case to circulate to all Board Members for their views and that on receiving all responses the Co-chairs make the final decision if the Board is not convened.

## **Professional and Administrative Support**

Charnwood Borough Council shall act as the accountable body for the Town Deal Board in respect of financial matters, and its financial procedure rules will apply in this context.

Committee management and administrative support to the Board will be provided by Charnwood Borough Council.

### **Quorum**

The quorum for meetings of the Board will be five voting members, including the Chair. Or the person presiding the meeting. If there is no quorum at the published start time for the meeting, a period of ten minutes will be allowed, or longer, at the Chair's discretion. If there remains no quorum at the expiry of this period, the meeting will be declared null and void.

If there is no quorum at any stage during a meeting, the Chair will adjourn the meeting for a period of ten minutes, or longer, at their discretion. If there remains no quorum at the expiry of this period, the meeting will be closed, and the remaining items will be declared null and void.

### **Frequency of Meetings**

Meetings will be held every two months in the first instance. Once the Town Deal investment plan is in the delivery stage, the frequency will change to once every quarter, at the agreement of the Co-chairs. The frequency of meetings can be varied following a discussion and vote of the Board, at the discretion of the Co-Chairs.

### **Conduct**

The Loughborough Town Deal Board will be based on collaboration and business will be conducted in the spirit of partnership working and abide by the Nolan principles. All Board Members are required to sign up to the Code of Conduct set out at Annex 1 and to declare any personal or pecuniary interests. These records will be maintained by the Lead Council and published on the Loughborough Town Deal website. All decisions will be made in accordance with the following principles:

- Due consultation will be carried out where appropriate (including taking relevant professional advice from officers);
- There will be a presumption in favour of open and transparent decision making;
- There will be a clarity of aims and desired outcomes;
- All decisions will be taken as members of the Loughborough Town Deal Board and not on behalf of specific organisations or areas;
- If a board member persistently disregards the ruling of the Chair, or person presiding the meeting, by behaving improperly or offensively or deliberately obstructs business, the Chair, or person presiding the meeting, may move that the board member be not heard further. If seconded, a vote will be taken without discussion.
- If a board member continues to behave improperly after such a motion is carried, the Chair, or person presiding the meeting, may move that either the board member leaves the meeting or that the meeting is adjourned for a specified period. If seconded, a vote will be taken without discussion. Board members representing public authorities shall be bound by the Code of Conduct of their nominating body.

### **Notice of and invitations to meetings**

At least five clear working days before a meeting, a copy of the agenda and associated papers will be sent to every member of the Board. The agenda will give the date, time and place of

each meeting and specify the business to be transacted and will be accompanied by such details as are available.

## **Voting**

Board members commit to seek, where possible, to operate on the basis of consensus. Should it not be possible in a specific instance to find a consensus, the decision will be made on the basis of a simple majority. Only Executive board members are able to vote. The Chair will have the casting vote.

Matters which are the responsibility of the Accountable Body, will be reserved to Charnwood Borough Council.

## **Minutes**

The Chair will sign the minutes of the proceedings at the next suitable meeting. The Chair will move that the minutes of the previous meeting be signed as a correct record.

The minutes will be published as draft minutes on the Town Deal website 10 working days after the meeting. Once the minutes have been confirmed by the Board they will be published on the Town Deal website within 10 working days of confirmation.

The minutes will be accompanied by a list of agreed action points, which may be discussed in considering the minutes of the previous meeting should they not be specifically listed as items on the agenda for the meeting.

Minutes will be made available to the public.

## Annex 1

### Loughborough Town Deal Board - Code of Conduct

As per the Towns Fund Prospectus, the Government expect that Town Deal Boards align with governance and policies of the Lead Council (Charnwood Borough Council). This includes the Members' Code of Conduct (incorporating conflicts of interest), Officers Code of Conduct, Whistle Blowing policy, and Protocol on Member/Officer relations (incorporating complaints).

Charnwood Borough Council expects employees and its members to adhere to the Nolan Principles of public life. Therefore, members of the Loughborough Town Deal Board, the Community Engagement Consultation Group, the Town Deal Member Reference Group and Town Deal Programme team are expected to adhere to those same principles of:

1. Selflessness
2. Integrity
3. Objectivity
4. Accountability
5. Openness
6. Honesty
7. Leadership

Although the Government expects that The Boards' Code of Conduct must align with that of the Lead Council, there may be elements of the Lead Council's Code of Conduct and associated protocols that are not applicable to board members, in relation to the Loughborough Town Deal Board and its function.

Members of the Loughborough Town Deal Board are required to declare any interests, gifts or hospitality which they have or receive which could influence any decisions they may make as Board members.

If a complaint is received by The Board, the matter will be referred to the Lead Council and dealt with under the Lead Council's complaints policy.

Copies of the Lead Council's applicable policies, within its own Code of Conduct can be obtained via the website:

[https://www.charnwood.gov.uk/files/documents/part\\_5\\_codes\\_and\\_protocols/Part%205%20Codes%20and%20protocols.pdf](https://www.charnwood.gov.uk/files/documents/part_5_codes_and_protocols/Part%205%20Codes%20and%20protocols.pdf)

Failure to adhere to the Loughborough Town Deal Board Code of Conduct could result in removal from the Board.

I agree to abide by the principles as detailed above

Signed:

Date:

Name:

Organisation:

---

**Loughborough Town Deal****Member Reference Group (MRG)****Terms of Reference****Membership**

- One councillor from each ward within Loughborough as nominated by the relevant party groups.
- Constitution sets out the Chair of Member reference Group will be the lead cabinet portfolio holder.
- Chair of the MRG will be a non-voting member of the Town Deal Board

**Substitution**

There will no right of substitution on this group. Where a member is unable to attend a meeting the Democratic Services Team should be notified.

**Officer attendees**

Town Deal Project Manager  
Others as invited for specific items

**Overview**

The Governance structure for the Town Deal Board provides for a Town Deal Member Reference Group (MRG) to engage Loughborough ward councillors and to support the Board in its agenda for preparing a Town Deal Investment Plan and in overseeing the delivery of projects.

**Scope and responsibilities**

The MRG is not a decision-making body but a forum for Loughborough councillors to gain a more detailed understanding of the issues and challenges and opportunities in Loughborough as well as the process and proposed response through the Government's Town Deal initiative. It provides a means to broaden awareness and build consensus and to assist ward councillors in their representative role in the local community. The MRG may also make representations to the Town Deal Board on any issues relating to the Town Deal.

Responsibility for preparing the Town Deal falls to the Town Deal Board. However, approval of some decisions will remain with participating organisations and individuals including the Council and its executive. In these circumstances, members of the MRG should consider their position in the wider context of the Nolan principles, the Council's constitution and approved standards.

**Professional Administrative Support**

To be provided by Charnwood Borough Council

**Frequency of Meetings**

The MRG will meet every two months in the first instance. Once the Town Deal investment plan is in the delivery stage, the frequency will change, and meetings will be scheduled to tie in with the programme of

Loughborough Town Deal Board meetings. The frequency of meetings can be varied at the discretion of the Chair of the Town Deal Board.

### **Notice of and invitations to meetings**

At least five clear working days before a meeting, a copy of the agenda and associated papers will be sent to every member of the MRG. The agenda will give the date, time and place of each meeting and specify the business to be transacted and will be accompanied by such details as are available.

### **Sharing of Information**

Some of the information provided to the member reference group may be confidential and this should not be shared with those outside of the Council. Officers will ensure members are aware that documentation is confidential by marking it as such and will make it clear at the meetings if anything being discussed is of a confidential nature. Members are reminded that to disclose information given to them in confidence is a potential breach of the Members' Code of Conduct. If members are in any doubt about the nature of information provided through the Member Reference Group, advice should be sought from Democratic Services.



# **Loughborough Town Deal Fund Programme**

## **Project Assurance Framework**

**September 2021**



## Contents

1. Introduction
2. Loughborough Town Deal Board Governance Structure
3. Transparency
4. Accountable Body
5. Role of the Section 151 Officer
6. Business case development
7. Scope of due diligence
8. Decision Making
9. Claims & Grant Funding Agreements
10. Clawback
11. Variation orders
12. Pipeline
13. Monitoring

### Appendices:

Appendix 1 – Loughborough Town Deal Terms of Reference

Appendix 2 – Sub Groups Terms of Reference

Approved DATE: ~~12 October 21xx~~ xxxx 2022

## 1. Introduction

- 1.1 The aim of this document is to set out how the Loughborough Town Deal Fund Programme will be managed and governed, taking account of the Heads of Terms agreed with Government.
- 1.2 It provides further detail to support the arrangements set out within the Town Deal Investment Plan. It has been drafted with reference to the Local Growth Assurance Framework developed by the Leicestershire LEP for the management of its programmes and the existing policies and protocols which are in place for Charnwood Borough Council (as Accountable Body for the Town Fund Programme).
- 1.3 The document will be updated to take account of any further Government requirements in respect of this Programme. Any changes to the document will be subject to Loughborough Town Deal Board approval.

## 2. Loughborough Town Deal Governance Structure

- 2.1 The development and delivery of the Investment Plan and Town Fund Programme in Loughborough is overseen by the Loughborough Town Deal Board. The Board was established in January 2020, with an initial remit to develop a Town Deal Investment Plan for Loughborough to drive sustainable productivity growth. It is now the role of the Board to oversee the implementation and delivery of this Investment Plan (and any amendments to this Plan, where appropriate).
- 2.2 The Investment Plan was prepared in consultation with local communities and key stakeholders and, as part of the wider governance structure, existing organisations and partnerships will continue to be consulted and engaged to inform priorities and to shape projects.
- 2.3 The **Loughborough Town Deal Board** comprises public, private and community sector representatives, including the Member of Parliament for Loughborough and anchor institutions such as the University of Loughborough, Loughborough College, Leicestershire Local Enterprise Partnership, Charnwood Borough Council, Leicestershire County Council, Charnwood Together Economy & Skills Group, Enterprise Zone Steering Group, Charnwood Tourism Group, Leicestershire Promotions, Love Loughborough, Loughborough Public Realm Group. Sectors which are crucial to Loughborough's economic growth and recovery are also represented through large firms and high growth SMEs operating in manufacturing, digital and tech, development, finance and retail.
- 2.4 The Loughborough Town Deal Board will lead on the overall strategy and maintain an overview of all funding decisions and overall progress in delivering the programme of projects.
- 2.5 The Board's Terms of Reference are included in Appendix 1.

2.6 In support of the Loughborough Town Deal Board are three sub groups:

- Member Reference Group
- Community Consultation & Engagement Group
- Delivery Sub Group

2.7 The Terms of Reference for each of the Sub Groups are included in Appendix 2.

2.8 The Loughborough Town Deal Board may establish sub groups as it sees fit and delegate decision making responsibilities to them. Currently only the Delivery Sub Group benefits from delegation from the Board as detailed in the Board's terms of reference.



#### *Loughborough Town Deal Governance Structure*

2.9 The **Member Reference Group** (MRG) is a forum for Loughborough Ward Councillors to gain a more detailed understanding of the issues, challenges and opportunities in Loughborough as well as the process and proposed response through the Government's Town Deal initiative. It provides a means to broaden awareness and build consensus and to assist ward councillors in their representative role in the local community. The MRG may also make representations to the Town Deal Board on any issues relating to the Town Deal.

2.10 The **Community Consultation and Engagement Group** (CEG) is an advisory body to the Loughborough Town Deal Board on matters of community engagement and consultation. It is a route through which residents, businesses, community groups and others can channel opportunities, issues and concerns, with a view to solving problems together and/or preparing submissions for consideration by the Loughborough Town Deal Board. It seeks to ensure effective communication and engagement on matters related to the Town Deal so that this may help influence the decisions made by the Town Deal Board.

2.11 The **Delivery Sub Group** (DSG) oversees the delivery of the overall Town Deal programme, ensuring effective co-ordination of project leads. The Sub Group reviews the detailed project business cases and external advice to determine whether schemes should be approved, and they monitor project progress, delivery of outputs, outcomes and expenditure.

- 2.12 An important role of the Delivery Sub Group is to consider project business cases and, subject to final approval by the Section 151 officer of the Accountable Body as detailed in Section 4, to authorise their submission to DLUHC.

### **3. Transparency**

- 3.1 All Board Members are required to sign a Code of Conduct and to declare any conflicts of interest at each Board meeting. A register of Board Members' Interest is held by the Charnwood Borough Council Democratic Services Team. The Code of Conduct is set out in Annex 1 of the Loughborough Town Deal Board Terms of Reference.
- 3.2 The Terms of reference and the code of conduct and register of members interests are available to view on the Loughborough Town Deal website. In addition, as part of its transparent decision making, all Board papers, meeting minutes and agendas are published. These papers can all be accessed via the dedicated Town Deal web-portal at: <https://www.loughboroughtowndeal.co.uk>
- 3.3 The importance of openly sharing Board and Sub Group discussions regarding strategy, use of funding, project progress and delivery is recognised. However, the Board may decide to withhold 'confidential information' from being publicly available. In these circumstances the Board will be guided by the provisions of the exemptions listed in Schedule 12 of the Local Government Act 1972 and information will be handled and retained in accordance with the policies and procedures of the Accountable Body.

### **4. Accountable Body**

- 4.1 Charnwood Borough Council was appointed as the Loughborough Town Deal Board's single accountable body in January 2020 as a requirement of the Towns Fund guidance.
- 4.2 The Accountable Body, through the Section 151 Officer, is accountable for the proper use and administration of funding, all of which falls under the annual audit of the Charnwood Borough Council's accounts, and for ensuring that decisions are made in accordance with this Assurance Framework or any other framework which may instead apply.
- 4.3 These responsibilities include:
- Ensuring the decisions and activities of the Board conform with legal requirements regarding equalities, social value, environment, Subsidy Control, procurement etc.
  - Ensuring that funds are used in accordance with the conditions placed on each grant.
  - Ensuring (through the Section 151 Officer) that the funds are used appropriately.
  - Ensuring that this Assurance Framework (or any other which may instead apply) is implemented and adhered to.

- Maintaining the official record of Board proceedings and holding copies of all relevant Board documents relating to any funding streams the Accountable Body is responsible for.
  - Ensuring Board decisions at formal meeting are recorded by way of minutes, and the minutes of each meeting are reported to the subsequent meeting to ensure accuracy. Minutes, agendas, and reports are published on the Charnwood Borough Council website.
  - Responsibility for the decisions of the Board in approving projects (for example if subjected to legal challenge).
- 4.4 These matters will be assured through internal audit as instructed by Charnwood Borough Council as the Accountable Body.
- 4.5 Awards of funding will be accompanied by a written agreement between the Accountable Body and the project sponsor/promoter [the project lead], setting out the split of responsibilities and specifying provisions for the protection of public funds, such as arrangements to suspend or claw back funding in the event of non-delivery or mismanagement.
- 4.6 The use of resources is subject to the usual local authority checks and balances – including the financial duties and rules which require councils to act prudently in spending; these are overseen and monitored by the Section 151 Officer.
- 4.7 While it may put in place procedures and promote proper practice, and monitor and report on the effectiveness of these, the Accountable Body is not responsible for any deficiencies in the administration of public monies among funding recipients and partner bodies. In the event of any shortcomings coming to light it will seek to safeguard, and recover where appropriate, the relevant monies through either the Board mechanisms or its own channels as it considers most suitable in the circumstances.
- 4.8 The Accountable Body would only normally refuse a decision of the Delivery Sub Group (or Board) if it were:
- Not procedurally valid, or
  - Illegal, or
  - Would lead to the available budget being exceeded.
- 4.9 If a situation did occur whereby the Accountable Body had significant concerns about a decision the Delivery Sub Group (or Board) had taken, or proposed to take, then an urgent meeting within 5 working days would be convened by the Section 151 Officer of the Accountable Body with key stakeholders from both the Board and the Accountable Body. The Council's S151 Officer will ensure compliance with all necessary financial regulations.
- 4.10 There will be a clear separation between project leads (i.e., Charnwood Borough Council led schemes) and those advising on decision-making (the Accountable Body role), to ensure the Delivery Sub Group (or Board) is acting on impartial advice on the merits of business cases.

- 4.11 Where Charnwood Borough Council is the project lead and the Accountable Body, an independent advisor will review the project documents and provide an appraisal to the Board on compliance to the Towns Fund programme. This will allow impartiality between different project leads and the Accountable Body.
- 4.12 Awards of funding by the Board will be accompanied by a written offer in a Grant Funding Agreement between the Accountable Body on behalf of the Board and with the project lead setting out the split of responsibilities and specifying provisions for the protection of public funds, such as arrangements to suspend or claw back funding in the event of non-delivery or mismanagement.
- 4.13 An equivalent agreement will be entered into where Charnwood Borough Council are both the project lead and the Accountable Body.
- 4.14 As a minimum, these Grant Funding Agreements will include:
- Details of the project and outputs to be delivered in a specified timescale
  - Arrangements for payment (up front or in arrears, quarterly or other)
  - Arrangements to suspend or claw back funding in the event of non-delivery or mismanagement
  - Monitoring requirements, including the delivery metrics and frequency of reporting
  - Publicity obligations and arrangements
- 4.15 The agreement will be signed by the Section 151 Officer (or equivalent) of the organisation promoting the project and by the Section 151 Officer of the Accountable Body, on behalf of the Loughborough Town Deal Board. The Section 151 Officer of the Accountable Body has the final sign off on funding decisions.

## **5. Role of the Section 151 Officer**

- 5.1 Charnwood Borough Council is the Accountable Body for the Loughborough Town Deal Board. The Council's Section 151 Officer will ensure compliance with all necessary financial regulations.
- 5.2 The Loughborough Town Deal Board and Accountable Body will ensure they address the five principles of the CIPFA guidance:
- Embed a corporate position for the Section 151 officer in Board assurance
  - Create a formal/structured mandate for the Section 151 officer
  - Embed good governance onto decision making
  - Ensure effective review of governance
  - Ensure appropriate skills and resourcing
- 5.3 All Board and any sub group documents which have financial implications will be provided to the Section 151 Officer/delegate, and where decisions are being made the Section 151 Officer/delegate will have the opportunity to comment. The Section

151 Officer/delegate will also attend the Loughborough Town Deal Board meeting and Sub Group meetings to provide support on items that have financial implications.

5.4 Assurance will be provided by the requirement for Project Leads to submit signed monitoring returns to the Section 151 Officer as required.

5.5 The Section 151 officer will provide an assurance statement as part of the Annual Performance Review (see section 13. Monitoring) and attend the review in support of the Board. They will provide a letter to the Accounting Officer at the DLUHC as required each year, which will include:

- Details of the checks that the Section 151 Officer has taken to assure themselves that the Accountable Body has in place the processes that ensure proper administration of financial affairs
- A statement outlining whether, having considered all the relevant information, the Section 151 Officer is of the opinion that the affairs of the Accountable Body are being properly administered (including consistently with the National Assurance Framework and this LAF)
- If not, information about the main concerns and recommendations about the arrangements which need to be implemented to get the Towns Fund to be properly administered.

5.6 Towns Funding will be separately identified from the Accountable Body's own funds; the Section 151 Officer will ensure that towns funding is used appropriately and not for any purpose other than for that which it is intended.

5.7 The Section 151 Officer (or their delegated representative) will be invited to attend all Board and sub group meetings but will not be entitled to vote or make decisions.

5.8 A wider support function will be provided by Council officers including expertise provided by Legal Services, Democratic Services and Financial Services. External consultancy services with specialist expertise will also be procured to support the Town Deal Project Team, such as to ensure an independent and robust due diligence process.

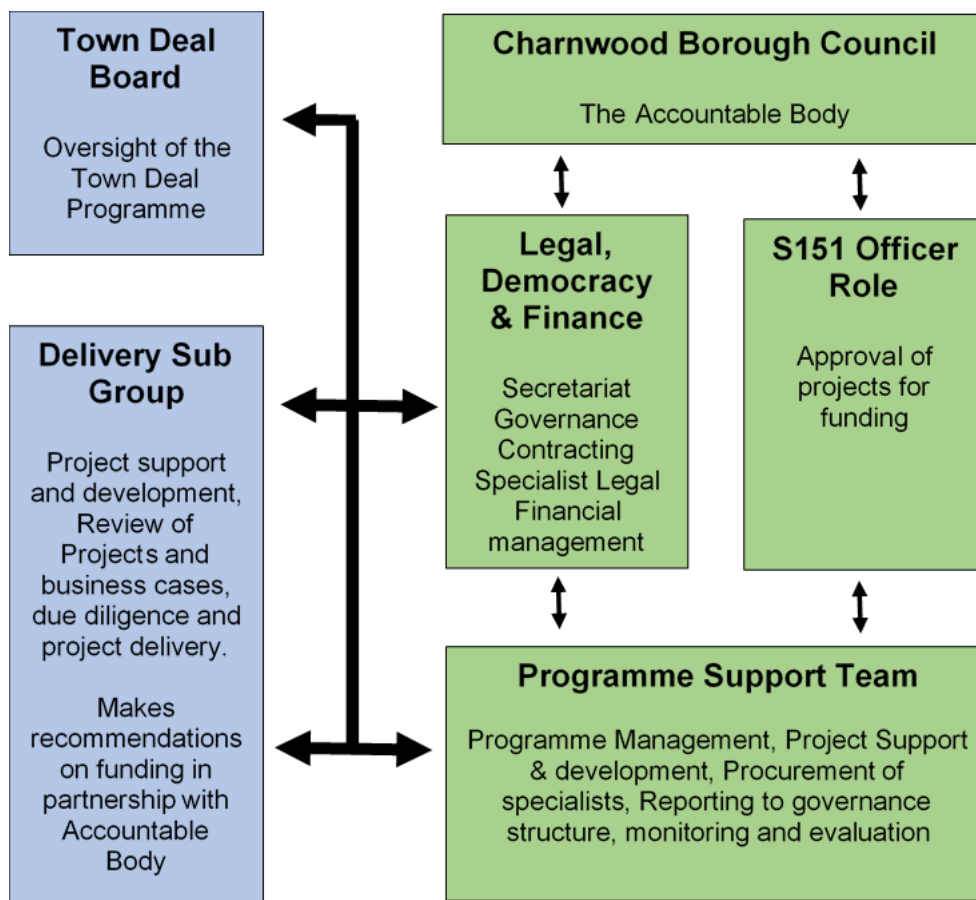
5.9 The Lead Officers for the Accountable Body are as follows:

- ~~Strategic~~ Director – ~~Commercial and Economic Development~~Community, Planning & Housing
- ~~Strategic~~ Director – ~~Environmental and Corporate Services~~Finance, Governance and Contracts (S151 Officer)
- Head of ~~Planning~~Economic Development and Regeneration
- ~~Head of Leisure and Culture~~
- Head of Finance
- Head of ~~Strategic Support~~Governance and Human Resources (Monitoring Officer)
- Communications Manager

- Loughborough Town Deal Project Manager

5.10 In the management and development of the Loughborough Town Deal Programme, officers will seek to collaborate with other Towns Fund areas to share best practice and to explore opportunities for cross-working and the sharing of resource and expertise where this is considered to add value or deliver efficiencies.

5.11 The relationship between the Accountable Body and Loughborough Town Deal Board structure is shown below:



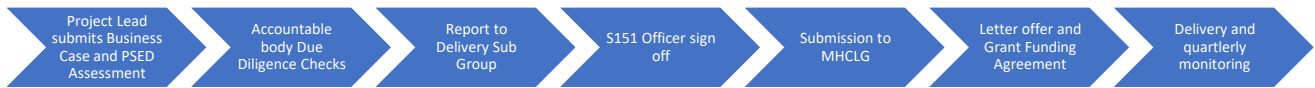
## 6. Business Case Development

6.1 The Loughborough Town Deal Investment Plan provides the vision for sustainable growth in Loughborough over the long-term and a blue print for an initial programme of schemes to help achieve this vision.

6.2 The Investment Plan has been approved by Government and formal Heads of Terms agreed which dictate the overall level of funding awarded and the conditions which apply. Given that the level of funding is insufficient to support all the schemes in the Investment Plan, the Board has reviewed the overall programme and determined the final selection of projects and 'in principle' allocation of funds for each of the prioritised schemes. These remain to be worked up to full business case stage.



- 6.3 To this end, project leads are required to develop a business case for their projects in line with the Heads of Terms agreed with government and the 'green book'. The Programme Team will work with project leads, through the Delivery Sub Group (or Board) and individually, to support the development of these business cases and to provide access to expert external support where necessary, subject to available funding. However, responsibility for the development and drafting of the final business case will sit with the project leads for the project in each case.
- 6.4 The DLUHC Proportionality Tool can be used to inform a lighter touch business case in circumstances where project leads can confirm:
1. The business case development costs are too high in relation to the size of the project
  2. There is no Regional or National significance
  3. The project is not complex or innovative
  4. There is sufficient experience in completing similar projects
- 6.5 The Accountable Body will procure support from independent experts to undertake due diligence and provide a formal appraisal of each business case to inform the Delivery Sub Group's final decision on whether to approve a project for funding. This decision is subject to the final approval of the Section 151 Officer of the Accountable Body. This will ensure fair, robust and transparent decision making.
- 6.6 For schemes that are being delivered directly by the Accountable Body, approval will also be required by the Council Executive or its delegee in line with the Council's Financial Regulations and governance arrangements.
- 6.7 A formal award to a project lead shall not be approved by the Delivery Sub Group until a business case has been developed, which has been subject to due diligence and has been signed off by the Section 151 Officer.
- 6.8 Once a decision to approve a funding award has been made, the Accountable Body will enter into a Grant Funding Agreement (GFA) with the lead partner for the delivery of this project. Thereafter, the project lead will be responsible for the management and monitoring of this project and will need to complete regular monitoring returns to enable the Accountable Body to carry out its overall programme management duties including the Annual Performance Review
- 6.9 Where the Accountable Body is also leading on the delivery of a project, the Council will ensure that there is a separation of duties between those managing the programme and those involved in the delivery of the project. The Council's Project Manager in each case will be accountable for the project and for meeting any conditions set out in the Agreement with government and identified as part of the due diligence check. The Project Manager will complete regular monitoring returns in the same way as an external partner would be required to do, to ensure that the project is being managed in accordance with the requirement of the programme.
- 6.10 The diagram below is a visual outline of this process:



6.11 A business case template has been developed by government to take account of Town Deal specific guidance. Within the business case, projects will be required to meet the criteria set out below, building on the information provided within the Project Proformas set out in the Investment Plan:

- **Strategic case** – must show the rationale, background, policy context and strategic fit of the public expenditure or public intervention, this should include clear objectives with a robust logic of change from inputs to outcomes.
- **Economic case** – with evidence of why a privately provided solution would fall short of what is optimal (market failure) and a list of options to achieve a better outcome. “Do nothing” should always be an option. The case must build on 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. Value for money is ideally demonstrated in a credible Benefit-Cost Ratio, but where some of the costs and/or benefits cannot be monetised at the present time, the economic case should proportionally capture these impacts and specify a partial value for money measure. Wider benefits and costs should be considered and specified where these are sizeable, compared with the direct impacts. Towns should decide how to treat Covid-19 impacts.
- **Commercial case** – demonstrate commercial viability or contractual structure for the project, including procurement where applicable.
- **Financial case** – standard appraisal of financial implications of the project, where applicable this should include budgets, cash flow, and contingencies.
- **Management case** – how the project will be delivered

## 7. Scope of Due Diligence

7.1 This process will incorporate verification of outputs and a value for money assessment. Information such as development appraisals, cost plans, valuations, statement to verify state aid compliance and other information will be required to substantiate the information within project business cases as relevant.

7.2 The scope of the due diligence appraisal is as follows:

1. Project summary and planning status
2. Funding sought and status of match funding
3. Key Issues

4. Review of Strategic Case
5. Review of Economic Case, including assessment of outputs and value for money
6. Review of Commercial Case, including market assessment and development appraisal as relevant to the scheme
7. Review of Financial Case, including review of the mechanism for investment, procurement, state aid and legal compliance
8. Review of Management Case, including assessment of deliverability, programme and milestones
9. Overall Risk Assessment
10. Conditions and terms for the funding agreement
11. Conclusions & Recommendations

7.3 The due diligence process will be undertaken by an independent expert, subject to appointment by the Accountable Body.

7.4 Following the due diligence process the independent expert will consult with the Section 151 Officer and projects will be classified as:

- Ready to proceed
- Ready to proceed, pending limited additional information
- Not ready to proceed/require significant additional information

7.5 The independent expert will pull together their findings in a report to be presented to the Delivery Sub Group (or Board) for a decision.

## **8. Decision Making**

8.1 Due diligence reports will be presented to the Delivery Sub-Group (or Board) who will consider whether to approve the business case.

8.2 The Delivery Sub-Group will be convened in accordance with its terms of reference to consider project business cases, due diligence reports and make decisions whether to submit the business case and summary documents to DLUHC, subject to the Section 151 Officer's approval.

8.3 A decision which is made in contravention of this Assurance Framework process will be invalid based on non-compliance unless the Loughborough Town Deal Board has given prior approval for variation in the decision-making process.

## **9. Claims & Grant Funding Agreements**

9.1 Once funding has been identified and confirmed, subject to projects fully addressing any compliance issues identified, a Grant Offer Letter will be issued to the Project Lead.

9.2 The Grant Offer Letter is not a contract and the Accountable Body reserves the right to withdraw or amend a Grant Offer Letter prior to issuing and finalising a

legally binding Funding Agreement. The Grant Offer Letter will address any conditions placed on the funding by the decision-making body.

- 9.3 All Charnwood Borough Council projects will be governed by a Memorandum of Understanding (MoU). Project leads that are non-Borough Council will be subject to a project specific Grant Funding Agreement reflecting the conditions of the funding between the Board and the funding body. The MoU and the funding Agreement provisions will be aligned where possible to ensure equity and consistency. The final Grant Funding Agreement is based on a standardised set of terms and conditions and will contain any specific provisions required by the funding source.
- 9.4 A Grant Funding Agreement will be developed by the Accountable Body to align with its requirements in respect of the management and monitoring of Town deal projects. The Schedule sections of the contract will include bespoke information relating to each project and take into account contractual obligations emerging from the due diligence appraisal process and expectations in terms of monitoring and evaluation of expenditure, outputs and outcomes.
- 9.5 The Grant Funding Agreement is prepared, agreed and signed between the Accountable Body and project lead and forms a legally binding contract between the two parties. It is recognised that projects that have multi-year funding are exposed to the risk that subsequent years' allocations may only be confirmed within the financial year to which they relate. Projects may choose to proceed at risk. The Board will consider options to assist in the management of the financial risk attributed to multi-year projects.
- 9.5 Subject to verification with DLUHC on a date from which spend may be legitimately claimed/any further detailed guidance, there may be occasions where projects incur essential eligible costs in advance of the contractual agreement being in place, for example, project design fees, planning fees, procurement costs, etc. These costs could be included within and considered as part of the due diligence appraisal, and if approved for funding support, would be specifically identified within schedules of the contractual agreement for the project.

## **10. Claw-back**

- 10.1 The Grant Funding Agreement will set out the conditions relating to the project and the responsibilities for all parties.
- 10.2 The funding agreement also includes a mechanism for clawback. This will ensure that that funding is only spent on the specified scheme and linked the delivery of outputs and outcomes, whilst giving the Accountable Body the option of clawing back funds in the event of poor performance, misuse of funds, where a project is changed from its original purpose or where assets are disposed of within a certain period. Any decision to clawback funds will be made by the Town Deal Board on the recommendation of the Delivery Sub Group.
- 10.3 As a benchmark, it is proposed that if performance in terms of spend and/or outputs is deemed to be very poor (red RAG rated), that performance should be reviewed by the Delivery Sub Group. The Delivery Sub Group could decide to suspend the

project and make recommendations to the Loughborough Town Deal Board that funding is halted and any grant issued be recovered.

## **11. Variation Orders**

- 11.1 There may be circumstances where projects need to declare variations to cost headings or changes to forecast levels of outputs or expenditure. Where variations to costs/outputs do not exceed 10% of the original amount allocated to the project within the contractual agreement, a Justification Form will be completed by the relevant project manager, providing a full explanation for the revision/increase, and any additional information which may help clarify the changes being requested.
- 11.2 The Accountable Body will review the justification request and either approve or reject the proposals, highlighting reasons for the decision made. A variation order can then be raised and processed by the Accountable Body. Recommended decisions on variations will be formally submitted for consideration to the Delivery Sub-Group and flagged with the Local Growth Unit (BEIS) as appropriate.

## **12. Pipeline**

- 12.1 Subject to verification with DLUHC or any further Towns Fund detailed guidance, it may be important to have a pipeline of schemes should funding be withdrawn from the initial shortlisted schemes due to projects failing to pass the due diligence check or contractual obligations.
- 12.2 Where previously committed funds are removed from a project, subject to the terms of any agreement with Government, the Delivery Sub Group may consider alternative schemes within the Investment Plan (or fitting with this plan) deemed most deliverable and invite them to submit a full business case for assessment.

## **13. Monitoring**

- 13.1 Projects Leads will be required to provide baseline data for monitoring purposes as requested by DLUHC.
- 13.2 The Accountable Body will meet with project sponsors once they are contracted to explain how project funds can be drawn down and the procedures required to report performance.
- 13.3 The Accountable Body will monitor performance of all projects every quarter and will organise site visits to assist the monitoring of each project at least once a year as a minimum. If a project is not performing as expected, more frequent visits and progress meetings will be held with the funding recipients.
- 13.4 Funding recipients will provide 6-monthly monitoring claims to the Accountable Body, completing progress report information and spend/output updates on each claim. These will be required by 31<sup>st</sup> October for the preceding 6-month period April-September and by 30<sup>th</sup> April for the preceding 6-month period from October – March. More frequent monitoring may be required by the Accountable Body for certain schemes. Where a project is unable to financially cover its costs in the first 6-month period, an advance payment may be authorised, subject to approval by the Sub-Committee.

- 13.5 Monitoring claims will require requests for, inter alia: financial information, monitoring data, delivery progress, details of procurement.
- 13.6 The member of the Accountable Body who checks the claim and passes this will then trigger an approval, to be signed in accordance with scheme of delegation contained within the Charnwood Borough Council's Financial Procedures.
- 13.7 The Accountable Body will ensure from the outset that robust and suitable systems and processes are in place locally to maintain adequate audit trails and manage information effectively and efficiently.
- 13.8 The Accountable Body will review progress against outputs and outcomes quarterly until all outputs have been achieved.
- 13.9 Subject to government monitoring requirements, a quarterly reporting dashboard will provide the Delivery Sub Group and the Board with regular, detailed RAG rated information on how the project and overall programme is performing.
- 13.10 Where a project is Red RAG rated, it will be subject to monthly monitoring by the Accountable Body. If improvement is not demonstrated, this could result in suspension of the funding and potentially or claw-back of funds.
- 13.11 It is expected that the Accountable Body will commission an independent evaluation of the overall programme.
- 13.12 The Accountable Body will undertake an Annual Performance Review of the programme and present this to the Loughborough Town Deal Board, including:
- S151 Officer's assurance statement (as detailed in section 5)
  - Statement of funds held on account and committed
  - Performance data for each project including: financial information, monitoring data, delivery progress, details of procurement etc.

**Appendix 1: Loughborough Town Deal Board: Terms of Reference**

Insert approved revised Terms of reference in here

## Annex 1

### Loughborough Board - Code of Conduct

As per the Towns Fund Prospectus, the Government expect that Boards align with governance and policies of the Lead Council (Charnwood Borough Council). This includes the Members' Code of Conduct (incorporating conflicts of interest), Officers Code of Conduct, Whistle Blowing policy, and Protocol on Member/Officer relations (incorporating complaints).

Charnwood Borough Council expects employees and its members to adhere to the Nolan Principles of public life. Therefore, members of the Loughborough Board, the Community Engagement Consultation Group, the Town Deal Member Reference Group and Town Deal Programme team are expected to adhere to those same principles of:

1. Selflessness
2. Integrity
3. Objectivity
4. Accountability
5. Openness
6. Honesty
7. Leadership

Although the Government expects that The Boards' Code of Conduct must align with that of the Lead Council, there may be elements of the Lead Council's Code of Conduct and associated protocols that are not applicable to board members, in relation to the Loughborough Board and its function.

Members of the Loughborough Board are required to declare any interests, gifts or hospitality which they have or receive which could influence any decisions they may make as Board members.

If a complaint is received by The Board, the matter will be referred to the Lead Council and dealt with under the Lead Council's complaints policy.

Copies of the Lead Council's applicable policies, within its own Code of Conduct can be obtained via the website:

[https://www.charnwood.gov.uk/files/documents/part\\_5\\_codes\\_and\\_protocols/Part%205%20Codes%20and%20protocols.pdf](https://www.charnwood.gov.uk/files/documents/part_5_codes_and_protocols/Part%205%20Codes%20and%20protocols.pdf)

Failure to adhere to the Loughborough Board Code of Conduct could result in removal from the Board.

I agree to abide by the principles as detailed above

Signed:

Date:

Name:

Organisation:



**Appendix 2: ~~Draft~~ Terms of Reference, Town Deal Delivery Sub Group, Town Deal Member Development Group, Town Deal Community Engagement and Consultation Group**

*Attach Approved Terms of Reference in here*

## LOUGHBOROUGH TOWN DEAL BOARD

7TH DECEMBER 2022

### Item 6 – Delivery Sub-Group Update

#### 1. Introduction

- 1.1 This report provides the Town Deal Board with sight of the decisions taken by the Board's Delivery Sub-Group.

**Recommendation** that the Board notes the contents of this report.

#### 2. Background

- 2.1 In accordance with its Terms of Reference, agreed by this Board in July 2021, the Delivery Sub-Group (DSG) continues to meet. The DSG has delegated authority to consider projects' business cases and operational matters which enable the Loughborough Town Deal programme to be delivered.

#### 3. Delivery Sub-Group Meetings

- 3.1 The DSG has met twice since the August Board meeting and has also considered matters via email. At its meeting in October, DSG approved proposed changes to the Digital Skills Hub project comprising an updated business case and BCR calculation along with a further assurance report, a Project Adjustment Request and arrangements for the Grant Agreement. It also considered wider programme matters including risk, programme management funding and a phased approach to releasing funding to projects.
- 3.2 November's meeting focussed on the detailed review of the formal Performance Report to DLUHC (Agenda Item 7). DSG also noted the latest updates and guidance from DLUHC. Items approved via email that were noted at the meeting comprised the release of the Grant Agreement for the Riverside Regeneration project for executing and completion; and the provision of support and further assurance in updating the Business Case and BCR for the GCR project in light of proposed amendments.
- 3.3 The DSG's minutes of the meeting and the updated business case and assurance report are not appended to this report but any Board member wishing to view the documents should contact either the Town Deal Manager or Democratic Services Officer.

## LOUGHBOROUGH TOWN DEAL BOARD

7TH DECEMBER 2022

### Item 7 – Programme Update & Performance Reporting

#### 1. Introduction

- 1.1 This report provides an overview of progress being made in delivering the Town Deal programme and the context to the second formal Performance Report required by DLUHC, which is required to be submitted by 16 December 2022.

**Recommendation** that the Board notes the contents of the report.

#### 2. Background

- 2.1 All of Loughborough Town Deal's 11 projects produced business cases to HM Treasury 'Green Book' standard and their Summary Documents were submitted to the Department for Levelling Up, Housing and Communities (DLUHC) within the required 12 months following the signing of the Town Deal Heads of Terms. Accordingly, Stage 2 of the Town Deal process is now complete and Loughborough's projects are moving into their delivery phase.
- 2.2 Monitoring is a key aspect of tracking progress in how Town Deal funding is being utilised and projects delivered. It helps ensure accountability for public funding and enables DLUHC to hold places to account for delivering agreed projects. DLUHC's formal performance reporting cycle went live in early April 2022 with half yearly reports required to be submitted in June and December. The first formal report was submitted to DLUHC on 9 June and a second report is now required, covering the period from April to September 2022. As set out in its Terms of Reference, the Delivery Sub-Group is responsible for approving the submission of monitoring reports to DLUHC.

#### 3. Programme Update

- 3.1 All projects are either in or preparing to move into their delivery phase, with the capital works for many to be on-site in Financial Year 2023/24. Close monitoring of project activity continues to be undertaken via 1-2-1 liaison, Project Leads meetings and co-ordination by the Town Deal Project Team. Officers will continue to report progress or flag issues on the programme and projects to this Board and the Delivery Sub-Group.
- 3.2 The Project 'Summary on a Page' table (Appendix 1) provides an update on the progress and status of each project at the time of the writing of this report. The final two project Business Cases have been approved and a first tranche of funding released, taking the total Town Deal funding received to-date to £7.05m.

3.3 Project delays are being experienced for various reasons, for example because of DLUHC checks and processes required to approve business case summary documents; completing Grant Agreements; and more recently triggered by changes to detailed designs and increasing tender prices. Project information has needed to be updated and a number of Project Adjustment Requests (PARs) have been approved by the Delivery Sub-Group and submitted to DLUHC for formal agreement. The table below summarises the changes but fundamentally the projects remain as envisaged in the Town Investment Plan.

Project Name	Outputs	Start/ End Date	Funding	DSG Approval
Wood Brook Flood Mitigation	Significantly more benefits expected including number of homes and non-residential premises protected	Project forecast to start Nov 2023 but majority of Town Deal funding now required 2024/25 rather than 2023/24	£3m increase in match funding. Total project value rises to £7.74m No change to Town Deal funding 'ask'	July 2022
H&IL	No change	Adjustments to delivery of some component parts of project in order to recruit research staff. End date (Mar 2026) remains unchanged	Financial profile adjusted to account for short delay due to recruitment - primarily this FY with minor changes to 24/25 & 25/26	Aug 2022
Digital Skills Hub	Revised design brings space efficiencies and small reduction in floorspace – teaching capacity unaffected.	Delayed but will be open for 2024/25 academic year.	Increased co/match-funding towards T-Level Centre part of project. No change to Town Deal funding 'ask'	Oct 2022

3.4 While there remains some ambiguity around the need for PARs at this post-Summary Document stage, approval has been confirmed by DLUHC for the Wood Brook scheme. The project changes contained within the other two PARs have been incorporated into the second formal Performance Report.

#### 4. Formal Performance Reporting

4.1 DLUHC's second mandatory Performance Report requires monitoring information to be submitted for the period from April to September 2022. The reporting template has again been created in Microsoft Excel and consists of several tabs covering the monitoring of expenditure, progress, risks, outputs and outcomes. Only projects for which Town Deal funding was released to the Accountable Body (Charnwood Borough Council) before the end of September 2022 are required to report. For Loughborough, this means eight projects – only

the Wood Brook Flood Management scheme and Lanes & Links and Living Loughborough projects are excluded.

- 4.2 The submission deadline for the formal report is 16th December. In a change from the previous process, the Co-Chairs of the Town Deal Board, in addition to the S151 Officer, are required to sign it to confirm that all the information provided is accurate and that all significant issues affecting deliverability have been disclosed. The information provided will inform the Town Deal payment for FY in 2023/24.
- 4.3 A first draft of the Performance Report (Appendix 2) was presented in detail to the Delivery Sub-Group, which is responsible for approving the submission of monitoring reports to DLUHC. At the time of writing, minor updates are being completed and will be circulated to DSG for approval.
- 4.4 In addition to the Performance Report, a Baseline template also requires completion. This baselining exercise applies to all the Loughborough Town Deal projects and is intended to capture information about outputs and outcomes prior to project implementation. The Baseline is required to be signed by the S151 Officer but as agreed with DSG, it is first subject to approval by DSG via email.

## **APPENDICES**

Due to the business sensitive information in the appendices these will be circulated to the Board separately as exempt documents.

Appendix 1: EXEMPT ITEM - 'Summary on a Page' (attached separately)

Appendix 2: EXEMPT ITEM - Draft Performance Report to DLUHC  
(attached separately as an excel spreadsheet due to the level of information contained)

## LOUGHBOROUGH TOWN DEAL BOARD

7TH DECEMBER 2022

### Item 8: Communications Update

#### 1. Introduction

1.1. This paper provides an update on communications activity surrounding the Town Deal.

2. **Recommendation:** That the Board notes the communications update and planned next steps.

#### 3. Recent communications activity

3.1. There has continued to be a period of communications activity to highlight Town Deal funding announcements and share information about the Town Deal, although some communications were postponed by the death of Queen Elizabeth II. Brief summaries and metrics are provided below:

##### Bedford Square Gateway Project

3.2 Video featuring drone footage of the project area including Bedford Square, Devonshire Square and Ward's End was published at the end of September.



Link to video: <https://www.youtube.com/watch?v=QwHle6VrWFE>



- 3.3 The video was shared across Loughborough Town Deal Twitter account as well as Charnwood Borough Council’s social media accounts including Facebook, Twitter and LinkedIn. The Facebook post reached 2,200 with over 900 video views; the reach on Twitter was approximately 1,000; and video views on LinkedIn were just under 400. There were over 700 views on the Council’s YouTube channel, the second highest number of views for the year on the channel.
- 3.4 A Charnwood Borough Council (CBC) email alert about the video was sent to 10,500 subscribers to the Council’s ‘Charnwood Now’ e-newsletter. It had a 43% open rate and received circa 600 link clicks.

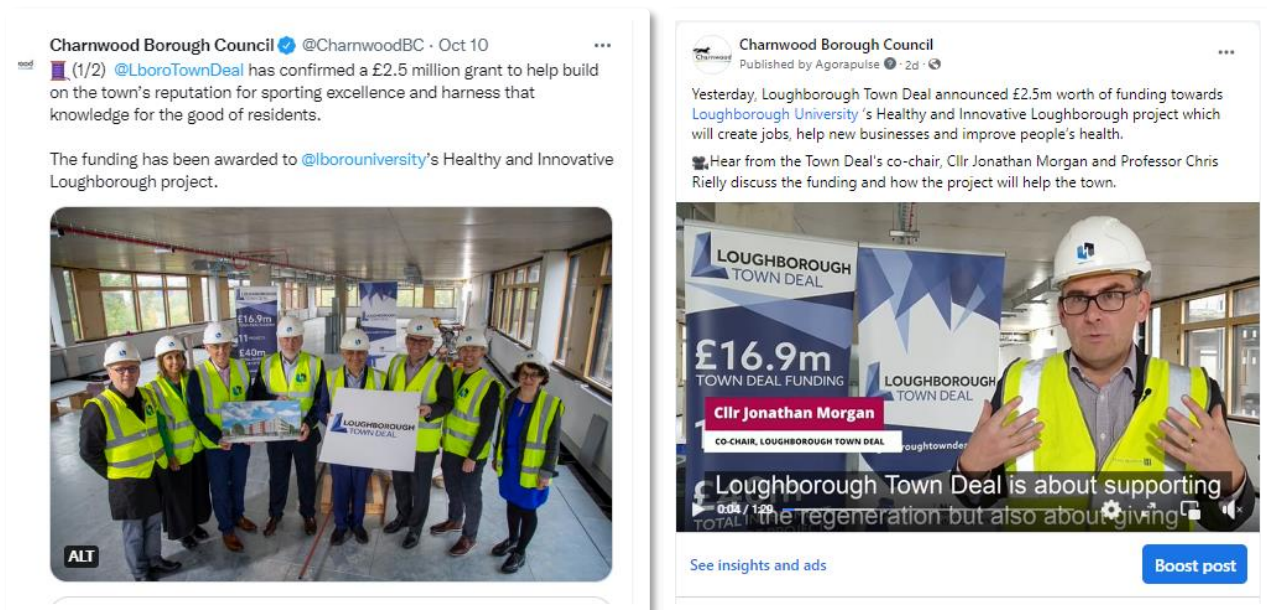
Healthy and Innovative Loughborough Project Funding Announcement



- 3.5 The funding was announced across all channels mid-October including via the media, social media, the Town Deal website and CBC website along with CBC email alerts. Media coverage is summarised below:

Date	Headline	Media Outlet
10.10.2022	Jobs on the cards as health and innovation initiative scores £2.5m grant	The Business Desk
11.10.2022	Loughborough Town Deal confirms £2.5 million grant to help build on town’s sporting reputation	BBC East Midlands Today
12.10.2022	£2.5 million will help build on town’s sporting reputation	Fosse 107 online
12.10.2022	Town Deal co-chair Cllr Morgan on Loughborough Town Deal’s £2.5 million grant	Fosse 107
19.10.2022	SportPark set to expand and create jobs thanks to £2.5m	Loughborough Echo

3.6 On social media, the news was shared across Loughborough Town Deal Twitter account and Charnwood Borough Council’s social media accounts including Facebook, Twitter and LinkedIn.



3.7 A video interview was produced and shared across digital channels. The news story reached 1,700 on Twitter and 2,500 on Facebook. The video reached 3,100 on Twitter with 752 views and 1,100 impressions on LinkedIn

3.8 The announcement was shared on the Council’s ‘Charnwood Now’ email alert to its 10,600 subscribers. The open rate was 43% and there were 180 link clicks to the article. It was also sent via a Business Email Alert to 5.6k subscribers with an open rate of 42% and 19 clicks to the article along with 14 to the video.

Great Central Railway Funding Announcement

3.9 The funding was announced across all channels at the end of October including via the media, social media, the Town Deal and CBC websites and via CBC’s email alerts. The table below summarises its media coverage:

Date	Headline	Media Outlet
28.10.2022	Town Deal grant for GCR	Fosse 107
31.10.2022	Great Central Railway's new Skills Centre gets funding boost	BBC Online
31.10.2022	Tourism boost as Loughborough heritage railway project gets £300k cash injection to help build visitor centre	Leicestershire Live
03.11.2022	Chuffed after £280k boost	Leicester Mercury
09.11.2022	£280,000 boost for heritage railway thanks to Town Deal	Loughborough Echo





3.10 On social media, the announcement was shared across Loughborough Town Deal Twitter account plus Charnwood Borough Council's social media accounts including Facebook, Twitter and LinkedIn. Highlights included:

- Over 1,000 views of the video on CBC YouTube, the highest number of views for the year on the YouTube channel
- There were another 600 views of a second video where the staff of GCR were interviewed
- The announcement post reached 16.8k people on Facebook

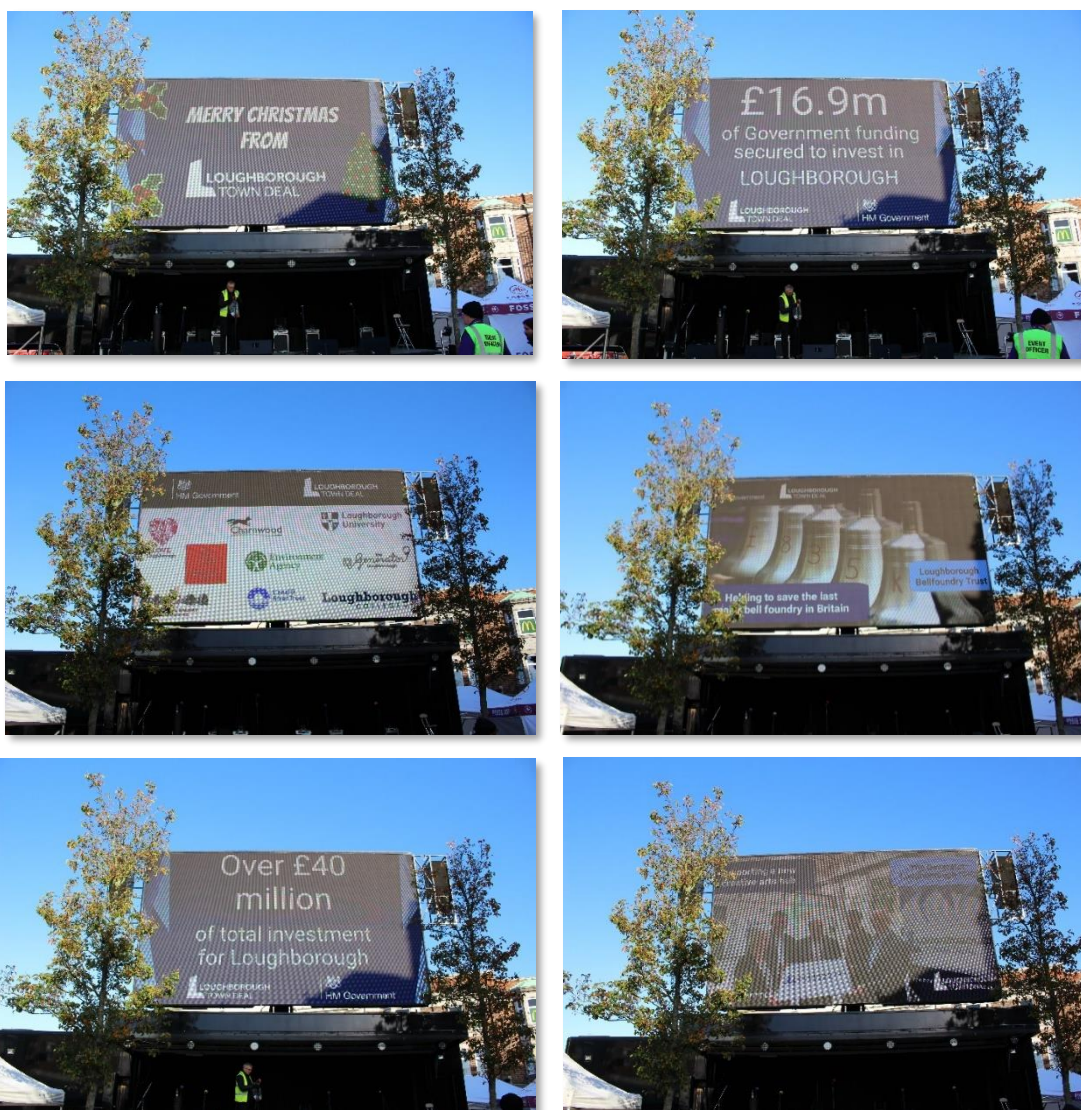


- Positive comments, such as: *“Brilliant news, I’m sure there has been a great deal of hard work going on behind the scenes to secure this funding. It’s “Win Win” for everyone!”*

3.11 The announcement was also shared on the Council’s ‘Charnwood Now’ email alert. The open rate was 45% and there were 179 link clicks to the article. A second ‘Charnwood Now’ email featuring the interviews with GCR staff had an open rate of 43% and 243 link clicks to the video.

### Big Screen for Loughborough Christmas Lights Switch-On

3.12 A short video outlining the Town Deal and its 11 projects was produced and displayed on the giant screen in Loughborough’s town centre on Sunday 20<sup>th</sup> November, the day of the Christmas lights switch-on event. It was played several times during the day and is available for use on social media.



#### 4. Public Engagement

- 4.1. As projects move towards commencing on-site, public engagement activity is increasing. In September, a virtual meeting about the Lanes and Links project was held with people who participated in earlier consultation exercises. The design of the Hope Bell was shared and generated positive feedback.
- 4.2. The Canal and River Trust is contacting residents along the canal towpath to inform them about the implementation of the proposed works. Engagement with local councillors and canal user groups is also being undertaken.
- 4.3. The Bell Foundry is preparing to build on previous engagement activities with planned events such as skills-sharing sessions. The foundry is due to meet the Council about a range of issues including engagement with Council tenants living adjacent to the site. An article about the start of the project will appear in the tenants' magazine. Further activities such as talks, workshops and open days are also planned.

#### 5. Gathering Content

- 5.1. Content such as photographs and video footage of projects before they commence is currently being gathered. This content will be used in providing project updates. Additionally, it can be compiled at the end of the Town Deal programme to illustrate the journey and the difference the Town Deal has made to Loughborough.
- 5.2. Footage and images have been collected at Great Central Railway, Sportpark and the Generator. This work will continue with projects being contacted directly to arrange.

#### 6. Branding

- 6.1. As projects move to delivery and building work commences, CBC communications are liaising with projects regarding the use of appropriate branding to reflect the involvement of Loughborough Town Deal and Government as set out in the Towns Fund guidance.

#### 7. Next steps

Date	Project	Content
December	All	Overview video (as used on Big Screen) to share on social media
December	All	Refresh Town Deal website information to reflect current position and being more focused on delivery
December	Great Central Railway	Video update featuring drone footage of the site and interview
December	Bellfoundry	Article in Council Tenants Magazine (sent to 5,500 properties)

December	Lanes and Links	Announce confirmed funding for the Lanes and Links and unveil the Hope Bell Design
December	Riverside Regeneration	Canal and Rivers Trust planning a press release ahead of the works starting
January '23	Living Loughborough	Announce confirmed funding for the Living Loughborough project
January '23	Riverside Regeneration	Work starts on-site
January '23	Bellfoundry	Work starts on Bellfoundry project
Jan/Feb	Careers & Enterprise Hub	Possible works starting (TBC)
Jan/March	All	Banner(s) on side of CBC waste vehicles
March	Lanes and Links	Casting of the Hope Bell – media / comms opportunity
March/April	All	Option to insert Town Deal leaflet / message with Council Tax bills, which are issued to 70,000+ homes in the borough

## 8. Issues

- 8.1. There are no immediate comms or media issues. Longer term risks remain regarding the delivery of projects and any reputational impact, but all projects are progressing.
- 8.2. CBC communications team continue to liaise and work with CBC colleagues and Town Deal project leads; therefore potential communications issues can be quickly highlighted and action undertaken.