

Agenda Cabinet

**Wednesday, 3 November 2021 at 3.30 pm
at Council Chamber, Sandwell Council House, Freeth Street, Oldbury,
B69 3DB**

This agenda gives notice of items to be considered in private as required by Regulations 5 (4) and (5) of The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012.

1 Apologies for Absence

2 Declarations of Interest

Members to declare any interests in matters to be discussed at the meeting.

3 Minutes (Pages 7 - 36)

To confirm the minutes of the meeting held on 20 October 2021 as a correct record.

4 Additional Items of Business

To determine whether there are any additional items of business to be considered as a matter of urgency.

5 Implementation of a Boroughwide Public Space Protection Order relating to Nitrous Oxide (Pages 37 - 58)

**Community
Safety**



To implement a Boroughwide Public Space Protection Order for Nitrous Oxide making it an offence for any person not to surrender any nitrous oxide canisters.

- 6 **Sandwell Residential Education Centres: Charges for the period 1 August 2022 to 31 July 2023** (Pages 59 - 68) **Children and Education**

To consider term-time charges for Sandwell Residential Education Centres for the period 1 August 2022 - 31 July 2023.

- 7 **Procurement of Best Interest Assessor Services** (Pages 69 - 76) **Adults, Social Care and Health**

To procure Best Interest Assessor services via the call-off agreement the Council has in place.

- 8 **Highway Winter Service Operational Plan 2021/22** (Pages 77 - 178) **Environment**

To approve the Highway Winter Service Operational Plan 2021/22.

- 9 **Award a Contract for Superimposed Road Markings, Specialist Surfacing and Studs** (Pages 179 - 184) **Environment**

To award a contract for the provision of Road Markings, Specialist Surfacing and Studs; for general maintenance of new and existing road markings around the Borough.

- 10 **Approving Amendments to the Black Country Executive Joint Committee Collaboration Agreement** (Pages 185 - 246) **Regeneration and Growth**

To consider amendments to the Black Country Executive Joint Committee Collaboration Agreement.

- 11 **Revised Corporate Health & Safety Policy** (Pages 247 - 272) **Finance and Resources**

To approve the revised Corporate Health & Safety

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Minutes of The Cabinet

**Wednesday 20 October 2021 at 3.30pm
in the Council Chamber, Sandwell Council House, Oldbury**

Present: Councillor R Singh (Chair)
Councillors Ahmed, Bostan, Carmichael, Crompton, Hartwell,
I Padda and Piper.

Also present: Councillors E M Giles, L Giles, Mabena, Moore and
Shackleton.

Officers: Kim Bromley-Derry (Interim Chief Executive), Nicholas Austin (Interim Director of Borough Economy), Melanie Barnett (Acting Operational Director – Children and Education & Statutory Director of Children’s Services), Rashpal Bishop (Director of Adult Social Care), Gillian Douglas (Director of Housing), Tony McGovern (Director of Regeneration and Growth), Lisa McNally (Director of Public Health), Sue Stanhope (Interim Director of Human Resources), Surjit Tour (Director of Law and Governance and Monitoring Officer), Rebecca Maher (Head of Finance), Elaine Newsome (Service Manager – Democracy), Suky Suthi-Nagra (Democratic Services Manager) and James Trickett (ICT Strategic Lead).

174/21 **Minute Silence**

Members paid tributes to Sir David Amess, MP for Essex constituency, who was tragically stabbed last week. A minute’s silence was held in his memory.



Members were reminded of the vigil in memory of Sir David Amess which would be held outside the Council House at 5.00pm that day.

175/21 **Apologies for Absence**

Apologies for absence were received from Councillors Millard and Simms.

176/21 **Declarations of Interest**

There were no interests declared at the meeting.

177/21 **Minutes**

Resolved that the minutes of the meeting held on 29 September 2021 be confirmed as a correct record.

178/21 **Additional Items of Business**

There were no additional items of business to consider.

179/21 **Recommendations of the Scrutiny Review of Special Educational Needs and Disabilities Transport Models**

The Chair of the Children's Services and Education Scrutiny Board presented the recommendations of the Board, following the Scrutiny Review of Special Educational Needs and Disabilities (SEND) Transport Models.

The Chair of Children's Services and Education Scrutiny Board advised that the Board was aware that all recommendations could not be implemented immediately but hoped to see a gradual improvement in the service with the new provider on board.



In response, the Deputy Leader and Cabinet Member for Finance and Resources confirmed, on behalf of the Cabinet Member for Children and Education, that all the recommendations of the review would be fully considered by Cabinet.

Reason for Decision

The recommendations had been identified by the Children's Services and Education Scrutiny Board in order to address the findings of a scrutiny working group into Special Educational Needs and Disabilities (SEND) Transport Models. These recommendations covered matters for Cabinet to consider in relation to the commissioning of SEND Transport at the end of the current extended contract period, matters relating to the longer-term delivery of SEND Transport and other, more general, recommendations on the topic.

Alternative Options Considered

In accordance with the Localism Act 2011, Cabinet was requested to respond to the recommendations of the Children's Services and Education Scrutiny Board within two months, setting out any approved recommendations and how they would be implemented.

Cabinet could decide not to consider the recommendations of the Children's Services and Education Scrutiny Board arising from the Scrutiny Review of Special Educational Needs and Disabilities Transport, however, any potential service improvements would then not be realised.

Agreed that the response to the findings of the Children's Services and Education Scrutiny Board be submitted to the Scrutiny Board within two months' time.

180/21

Childcare Sufficiency Report 2021/2022

Consideration was given to the eight recommendations arising from the Sandwell Childcare Sufficiency Report 2021-2022, which detailed how the Council was meeting its duty, as set out in the Children and Families Act 2014, to secure sufficient childcare as follows:-



1. to continue to support childcare providers to deliver high quality, sustainable provision;
2. to improve the quality of the providers which were judged by Ofsted as Requires Improvement or Inadequate by working intensively with them and those that delivered early education funded places;
3. to undertake a parent survey, increasing social media engagement and strengthened links with Jobcentre Plus to understand local demand for childcare;
4. to continue to monitor take-up of 2, 3 and 4 year-old funding and 30 hours codes. To increase promotion of free entitlement ELT and 30 hours and create a more nuanced, targeted approach to marketing;
5. to undertake parent consultation to understand demand for wraparound childcare and how flexible it needed to be. To monitor wraparound childcare to ensure sufficient places were available for families;
6. to continue to work with childcare providers to ensure business viability and monitor for any red flags where providers were at greater risk of closure. To monitor capacity and childcare places to ensure sufficiency through the borough. To promote childminding as a business opportunity;
7. to increase parental engagement to determine how SEND provision should be delivered post-pandemic. To consult with childcare providers to assess any potential short and medium-term gaps for SEND provision, particularly wraparound childcare;
8. to continue to promote the Family Information Service to parents and professionals. To raise awareness of brokerage and online chat facility and engage with families through social media channels.

In response to questions raised by the Chair of the Children's Services and Education Scrutiny Board in relation to equality of childcare provision across Sandwell's six towns, effects of lockdown on children who accessed childcare, and concerns regarding the low take-up of provision by two-year-olds, the Cabinet Member for Finance and Resources, in the absence of Cabinet Member for Children and Education, confirmed that:-



- even though quality of provision was comparatively even across six towns, ease of access to childcare places was not. This was due to an uneven number of providers across each town. Factors such as lack of suitable buildings and lack of demand in some parts of the borough contributed to this, as well as parental preferences on whether their child would attend a nursery near their workplace or near home. This created a fluctuating demand that was difficult to plan for;
- it was confirmed that there was no unmet demand for childcare places in the borough this year. Working with childcare brokers, the Council had been able to support all parents to find a suitable placement for their child which would suggest there were no inequalities in access to childcare at present;
- during the pandemic the number of two-year-old children taking up their funded 15 hours had decreased. At the lowest period, in summer term 2020, the take up was 53% of the target children. In contrast, other local authorities were reporting take up figures of between 17-24%;
- a large-scale campaign was conducted to increase the take up of places, including using social media, billboards and bus advertising. This had contributed to summer term 2021 take up to increase to 63%. The Early Years team had also been working in partnership with Inclusion Support Early Years, Health Visitors and Children's Centres to ensure that parents knew their child was eligible for a place and that they could take up the offer now. The Council was in the process of validating the autumn term data but the early indications were that the numbers had increased again this term;
- there was a general awareness of the effect of lockdown on young children. These effects were the result of a decrease in take up of places in this non-statutory phase of education, long breaks in provision due to lockdown and isolation, and a loss of parental confidence in sending their young children to nursery;



- evidence suggested that lockdown had a bigger impact on disadvantaged children rather than parents who were working from home who still took up childcare when they were able. The effects could mainly be seen in young children's development in the key prime areas of the Early Years Foundation Stage such as Communication and Language, Physical Skills, and Personal, Social and Emotional Development.

Reason for Decision

In accordance with the Children and Families Act 2014 local authorities were required to report annually to members on how they were meeting their duty to secure sufficient childcare, and to make this report available and accessible to parents.

Alternative Options Considered

The Childcare Sufficiency Report assessed the supply of childcare places against the demand and identified any gaps in provision. Findings were developed into recommendations. This was a required process in accordance with the Children and Families Act 2014 and there were no alternative options.

Agreed:-

- (1) that the eight recommendations of the Sandwell Childcare Sufficiency report 2021-2022, as submitted, be endorsed;
- (2) that, subject to (1) above, the Director - Children and Education be authorised to develop and implement the Childcare Strategic Action Plan for 2021-2022, to be monitored based on the eight recommendations of the Childcare Sufficiency Report, to meet the Council's obligations under the Childcare Act, 2006;
- (3) that it be noted that the Childcare Strategic Action Plan would be monitored by the Early Years Strategic Group and progress would be reported termly to the meetings of the Director - Children and Education Extended Divisional Management Team.



Storage Area Network (SAN) refresh, associated professional services and ongoing support and maintenance - 2022 to 2027

Approval was sought to award the contract and accept a tender for supplying a Storage Area Network (SAN), including professional services for implementation and migration from the current platform plus annual maintenance and support, for the period 1 April 2022 to 31 March 2027.

The contract was to be awarded following a compliant further competition and evaluation process under the NHS Shared Business Services, Digital Workplace Solutions Framework agreement.

The new contract would provide an accredited channel reseller to transition the current SAN and replace with new products and services.

The value of the new contract for the 5-year period was estimated to be around £900,000 based on market engagement.

Reasons for Decision

In accordance with the Council's Procurement & Contract Procedure Rules (Rule 15) an exemption from any rule for a contract above £250,000 must be approved by Cabinet.

The current SAN was being provided by the manufacturer - NetApp – and some of the support offered had now reached the end of supported life. The last refresh was in 2014. The current support contract was also due to expire on 31 March 2022 and the Council would then have to continue with a new, best endeavours contract, due to the potential reduction in the availability of spare parts.

Alternative Options Considered

The alternative of a do-nothing approach was not feasible, as it would result in no software updates being available and potentially a lack of availability of spare parts, e.g. new discs or system boards in the event of failure. This would present both major cyber security and operational risks for the Council if data could not be accessed or was totally lost.



A cloud data storage approach was feasible but not within the timescale for needing to refresh the current on-premise SAN. The Council would continue a gradual migration to cloud services where this was the smart approach to take, e.g. value for money, functionality, etc. However, it was not easy to lift and shift data from on premise to a cloud service and sufficient time was necessary to ensure the data is cleansed and structured ready for migration.

As the COVID pandemic still presented a significant challenge for the Council, it would not be wise to radically change the way our workforce accessed its data and the strategic approach to buy a new SAN was a sound one both commercially and operationally. By the end of the 5-year SAN contract it was envisaged that the Council would have orientated towards a more cloud than on premise approach meaning we would then be able to reduce the need for a SAN of the size we need to purchase now.

Agreed:-

- (1) that the Director of Business Strategy and Change, along with the Director of Finance and Section 151 Officer, in consultation with the Cabinet Member for Finance and Resources, be authorised to award a contract for providing a Storage Area Network (SAN) refresh, for the period 1 April 2022 to 31 March 2027, via a compliant further competition process under the NHS Shared Business Services, Digital Workplace Solutions Framework Agreement SBS/19/WAB/9411;
- (2) that the Director of Law and Governance and Monitoring Officer be authorised to execute any documentation necessary to enable (1) above;
- (3) that any necessary exemptions be made to the Council's Procurement and Contract Procedure Rules to enable the course of action referred to in (1) above.



Composite Door Programme

Approval was sought to award the contract to undertake the Composite Door Programme to various properties within the North of the housing stock owned by the Council to Sycamore Windows Limited for a contract period of two years, from November 2021 to October 2023, to a value of £10 million (£5 million per annum).

The delivery of this programme would include both planned programmes of door replacement as well as reactive maintenance where existing doors fail or are not fit for purpose.

In response to questions raised by the Chair of the Economy, Skills, Transport and Environment Scrutiny Board, the Cabinet Member for Housing confirmed that Councillors would be provided with the timetable for the door replacement programme in the next few weeks. For Council homes that were part of existing planned programme of works, replacement of doors was included. For homes not covered by planned programmes, doors were to be replaced according to a prioritised schedule that was separate to the planned programme.

Reasons for Decision

In accordance with the Council's Procurement and Contract Procedure Rules (Rule 15) an exemption from any rule for a contract above £250,000 must be approved by Cabinet.

Since Cabinet awarded these works within the North of the Borough at its Cabinet meeting of 17 March 2021, both the appointed contractor Lovell Partnerships Limited and the third-place contractor had formally withdrawn their bids owing to not being able to hold their bids at their prices as tendered, leaving the fourth placed contractor as being the most economically advantageous tender submitted for the North.

The second placed contractor had already been awarded the contract to undertake composite door replacements within the South of the Borough and therefore could not be considered, as Contractors were afforded the opportunity of applying for one or both contract areas but would only be awarded one contract.



The award of the works contract to the fourth placed bidder, Sycamore Window Limited, was deemed to provide value for money and was still within the original budget allocation for these works.

Alternative Options

An option existed to re-procure the works within the North of the Borough. It was felt, however, that owing to the current uncertainty around material prices within the industry, the tender of Sycamore Windows Limited provided the best value option and outweighed the cost of re-tendering and the risk of receiving higher bids. If the Council was to re-procure, alternative doors might have to be evaluated and there would be the possibility of costs being higher now due to the unstable market.

It was not possible to award the works within the North of the Borough to Nationwide Windows Limited, who were the Contractor appointed to deliver these works in the South of the Borough as Contractors were afforded the opportunity of applying for one or both contract areas but could only be awarded one contract.

Another option was to continue to undertake the replacement of Composite Doors within the North via the Contractor currently delivering an External Refurbishment programme within the same area. This was not a viable option owing to the cost of the doors via this route being 50% higher.

The last option was to not invest in our Council Housing Stock which in turn might lead to dissatisfaction from existing and potential new tenants as well as disrepair and additional burden on the Housing Revenue Account.

Agreed:-

- (1) that approval be given to award a contract to undertake the Composite Door Programme to various properties within the North of the housing stock owned by Sandwell Council to Sycamore Windows Limited for a contract period of two years, from November 2021 to October 2023 to a value of £5 million per annum;



- (2) that the Director of Law and Governance and Monitoring Officer be authorised to enter into appropriate contract with Sycamore Windows Limited.

183/21

Contract for the Supply of Mains Gas - Appointment of Contractor

Approval was sought to utilise Eastern Shires Purchasing Organisation (ESPO) Framework to appoint Total Energies Gas and Power Ltd to supply Mains Gas to Council sites for the period 1 April 2023 to 31 March 2027.

ESPO was a Central Purchasing Body (CPB), defined in the Public-Sector Contract Regulations as a contracting authority that:

- acquired goods and services intended for one or more contracting authorities;
- awarded public contracts intended for one or more contracting authorities;
- concluded framework agreements for goods, services or works intended for one or more contracting authorities.

The most recognisable CPBs were known as the Pro5. The Pro5 was a group of regional local government CPBs that provided procurement services to the wider public sector and along with the Crown Commercial Service offered accredited Public Contracts Regulations 2015 compliant energy frameworks. The Pro5 members were:

- Central Buying Consortium (CBC Laser)
- Eastern Shires Purchasing Organisation (ESPO)
- North Eastern Purchasing Organisation (NEPO)
- Consortium Education (formerly West Mercia Supplies)
- Yorkshire Purchasing Organisation (YPO).

It was proposed that participation in ESPO Framework 192_23 would be for the period 1 April 2023 to 31 March 2027 and based on current levels of consumption and price, the expenditure during the four-year period would have a value of £4,064 000.



In response to a question from the Chair of the Safer Neighbourhoods and Active Communities Scrutiny Board on whether the Council benefited from participation in ESPO energy framework, and why ESPO chose Total Energies Gas & Power Ltd to supply Mains Gas to Council sites, the Cabinet Member for Finance and Resources responded that participation in ESPO offered financial advantages in terms of flexible purchasing whereby energy was purchased from winning bidder in advance, when commodity prices were at their lowest. Flexible purchasing also limited exposure to rising costs by securing energy requirements in advance at multiple opportunities rather than at a single decision point. The provider was chosen following the evaluation of returned tenders, with the bid submitted by Total Energies Gas & Power Ltd being the most competitive.

Reason for Decision

The Pan-Government Energy Project was launched back in 2007 to improve the standard of energy procurement across the public sector. The key recommendation was that all public-sector organisations adopted one of the aggregated, flexible and risk managed energy procurement frameworks that were put in place by the recognised Central Purchasing Bodies (CPB) that had been evaluated by the Government's Project Strategy Team against best practice criteria.

In 2011, the energy frameworks provided by these CPBs were reviewed by the Council's Corporate Procurement Service and approval was provided to participate in the agreements offered by ESPO. Since this time, the Council had participated in the ESPO energy frameworks and had a representative on their stakeholder governance panel that established and reviewed the effectiveness of price risk strategy and purchasing performance.

The Council currently had 234 gas supply points that were included in the current ESPO energy framework arrangement that commenced in April 2019 and was due to expire on 31 March 2023.

ESPO had recently undertaken a Public Contracts Regulations 2015 compliant tendering exercise for gas on behalf of over 100 Local Authorities, Schools, Housing Associations and Charities with a combined total of 26000 supply points. Following the



evaluation of returned tenders, the bid submitted by Total Energies Gas & Power Ltd was the most competitive and was duly recommended for acceptance by the stakeholder governance panel for the period 1 April 2023 to 31 March 2027.

Alternative Options

An option was to undertake tendering exercises on behalf of the Council in isolation of the Pro5 providers which would be against the best practice guidance published from the Pan-Government Energy Project. Alternatively, to seek to transfer to another Pro5 Framework provider but this would result in the loss of representation on stakeholder governance panels.

Agreed:-

- (1) that approval be given to utilise Eastern Shires Purchasing Organisation (ESPO) Framework 192_23 to appoint Total Energies Gas and Power Ltd to supply Mains Gas to Council sites for the period 1 April 2023 to 31 March 2027;
- (2) that, in relation to (1) above, the Director of Law and Governance and Monitoring Officer be authorised to enter into appropriate contract with Total Energies Gas and Power Ltd.

184/21

Extension of Domiciliary Care Framework Agreements

Approval was sought for the extension to the existing Community Care (Domiciliary Care) Framework Agreements for the period 1 March 2022 to 31 August 2022.

Reasons for Decision

It remained the intention of the Council to secure a new model of delivering Domiciliary Care by 1 March 2022 and a procurement was underway to achieve that objective. However, approval for an extension to existing arrangements, as a contingency measure, was now sought should the new model not be delivered for service commencement by 1 March 2022.



Alternative Options

An options appraisal had been completed by Commissioners to consider alternative options should the new model of domiciliary care not be delivered for service commencement on 1 March 2022 and option 3 in the options appraisal table was the preferred solution.

Agreed:-

- (1) that an exemption to the Council's Procurement and Contract Procedure Rules be approved to allow an extension to the existing Community Care (Domiciliary Care) Framework Agreements for the period 1 March 2022 to 31 August 2022 to allow for a contract extension to be effected given no further extension provisions exist within the existing contract terms;
- (2) that, subject to (1) above, the Director of Adult Social Care be authorised to extend the existing Community Care (Domiciliary Care) Framework Agreements from 1 March 2022 to 31 August 2022 if the new model of purchasing domiciliary care was not deliverable by 1 March 2022;
- (3) that the Director of Law and Governance and Monitoring Officer, or their designated representative, be authorised to execute any documents necessary within a reasonable time to give effect to the proposal in (1) above, should the enactment of the recommendation be necessitated.



Proposal to Declare the Whole of Sandwell as a Smoke Control Area (Revoking and replacing the existing 51 SCAs)

Consideration was given for Cabinet to endorse and recommend to the Council the proposal for Sandwell Council to announce their Intention to Declare the whole Borough of Sandwell as a Smoke Control Area (SCA) under the Clean Air Act 1993.

The Chair of the Economy, Skills, Transport and Environment Scrutiny Board queried how the smoke control order would be enforced and whether this would be financed through existing budgets. In response, the Cabinet Member for Adults, Social Care and Health confirmed that enforcement would be carried out using existing budgets and would be enforced in the same way other local authorities enforced their smoke control areas, by following the graduated route set down in the Regulators' Code, from informal advice right through to prosecution in some circumstances. Members would be provided with a full briefing later in the week.

Reasons for Decision

Sandwell Council had a duty to assess air quality and where necessary take appropriate action to protect the health of those living and working in the Borough.

There had been concerns about poor air quality in Sandwell. In 2020 Sandwell Council undertook a public consultation on Climate Change and Air Quality. Of the 654 responses, 70% strongly agreed that improving air quality should be a key priority for Sandwell MBC.

Out of 72 local authorities found to have dangerous background concentrations of fine particulate matter (PM2.5) in 2019, Sandwell and Leicester were the only two local authorities that had these exceedances outside of London and the South East of England.



PM2.5 concentrations and other toxic emissions were closely associated with domestic burning. PM2.5 had a significant impact on human health. It could cause coughs, dizziness, inflamed airways and shortness of breath. It increased the risk of pneumonia, COPD and lung cancer as well as heart disease and stroke, leading to early death. It could also impact pregnancy and the development of children's lungs.

The use of open fires and solid-fuel burning stoves had risen in popularity over recent years and concerns continued about the current and future impact on urban air quality.

At present many properties in the Borough could still legally burn unauthorised fuels (i.e. wood and coal) in non-exempted appliances. The proposed new single Smoke Control Area would address this inequality.

Alternative Options

To continue with Sandwell's 51 Smoke Control Orders would mean that differing legal requirements would remain for exempted properties compared to other parts of the borough. This would be inequitable and result in mixed messages and potential greater levels of non-compliance by those in existing smoke control areas who consider themselves unfairly penalised.

Air pollution was already impacting negatively on our economy and health - the do nothing option would result in higher costs to the health and lower the quality of life for those who lived and worked in Sandwell.

Agreed to recommend to Council that:

- (1) Sandwell MBC announce their Intention to Declare the whole Borough of Sandwell as a Smoke Control Area (SCA) under the Clean Air Act 1993. The new SCA to replace the existing 51 SCAs and to ensure that all properties in the Borough be subject to the same legal requirements in relation to smoke control;



- (2) a six-week period of public consultation be undertaken on the Intention to Declare a Borough-wide Smoke Control Area;
- (3) the Director of Public Health be authorised to revoke the existing 51 Smoke Control Orders and to create a single Borough-wide Smoke Control Order when an Executive Decision had been made by Cabinet after Cabinet are satisfied that there had been adequate public consultation and suitable and sufficient consideration of any objections as required under the Clean Air Act 1993.

186/21 **Tenant Home Contents Insurance**

Approval was sought to authorise the Director of Housing to award a contract for the renewal of the tenant's home contents insurance scheme through the current agreement with the Northern Housing Consortium (NHC) for the period 1 April 2022 to 31 March 2025.

Approval was also sought to authorise the Director of Housing to extend the renewal of the tenant's home contents insurance scheme through the current agreement with the Northern Housing Consortium (NHC) from 1 April 2025 to 31 March 2026.

Reasons for Decision

Sandwell Council had utilised Marsh as a broker to source a low cost, non-discriminatory scheme for tenants for the past 16 years. This was designed to provide insurance options for financially excluded tenants who might otherwise be excluded for reasons such as high excess, high premiums, or living in a high-risk postcode area. Home contents insurance promotes resilience and independence for our tenants/policy holders.

The unique selling point of the scheme was there was no excess for policy holders and all tenants could join for the same rate, regardless of the postcode. The cover was from £4,000 to £40,000 and was on a new for old basis.



The value of the contract was dependent on the take up of the scheme by our tenants. Based on the 12 months from August 2020 to July 2021, premiums collected were £262,809. As the value was in excess of £250,000 threshold, this was deemed a key decision, which required the decision to be made by Cabinet.

Alternative Options

The Council could decide to no longer offer Tenant Home Contents Insurance; however, this was not recommended as it would financially exclude council tenants from an affordable home contents insurance scheme.

Alternatively, the Council could cease use of the Northern Housing Consortium (NHC) contract and procure their own insurer independently. However, this option was not recommended as the NHC had members across the country that had joined to take advantage of a wide range of frameworks it could access through the consortium procurement. Moving away from this would eliminate any economies of scale benefits.

Agreed:-

- (1) that the Director of Housing be authorised to award a contract for the renewal of the tenant's home contents insurance scheme through the current agreement with the Northern Housing Consortium (NHC) for the period 1 April 2022 to 31 March 2025;
- (2) that, in connection with (1) above, the Director of Housing be authorised to extend the renewal of the tenant's home contents insurance scheme through the current agreement with the Northern Housing Consortium (NHC) from 1 April 2025 to 31 March 2026;
- (3) that the Director of Housing in consultation with the Cabinet Member for Housing be authorised to seek contract terms via the NHC for tenants contents insurance and make the necessary arrangements to put this into place;



- (4) that the Director of Law and Governance and Monitoring Officer be authorised to execute any documentation necessary to enable the above;
- (5) that any necessary exemptions be made to the Council's Procurement and Contract Procedure Rules to enable the course of action referred to in (1) to (3) above into effect.

187/21

Implementation of a Public Space Protection Orders for West Bromwich Town Centre

Approval was sought for a proposal to implement a Public Space Protection Orders (PSPO) for West Bromwich Town Centre.

The Cabinet Member for Community Safety presented the report and underlined that the main aim of this measure was to enable Council officers and partners to better engage with people who were vagrant or suffering from addiction. The measure should be managed appropriately and not become a means of criminalising people who were already poor and in crisis.

It was underlined that 84% of respondents to public consultation were in favour of renewing the order and a significant number of respondents expressed concerns about going to West Bromwich town centre. It was highlighted that responses from public consultation underlined the need for PSPO to be in place alongside measures such as engagement. It was deemed vital that agencies work together and with people affected to intervene in a manner proportionate to the scale of each case.

The Cabinet Member for Community Safety asked officers to investigate the effectiveness of PSPO given that for the last 18 months no penalty notices were given mainly due to people not visiting shops during COVID pandemic, and that only 66 penalty notices were handed during the first 3 years of operation of the PSPO (1 August 2018 to 31 July 2021).



Officers were asked to investigate how to raise awareness of wardens and public with regards to the prohibition on parking on footpaths as in the first 3 years of PSPO operation in West Bromwich town centre no fine was issued for this offence.

Officers were also asked to investigate the possibility of extending the PSPO in respect of parking on footpaths to the rest of the borough.

In response to concerns raised by the Chair of the Economy, Skills, Transport and Environment Scrutiny Board that anti-social behaviour remained a serious issue in the borough, the Cabinet Member for Community Safety responded it was the intention of the Council to liaise with police and other agencies to find ways of being more effective and proactive in enforcing the PSPO. It was also deemed important to allocate a councillor to sit on the Board of West Bromwich Business Improvement District (BID).

Reasons for Decision

In August 2018, following significant consultation and public support, SMBC introduced the West Bromwich Town Centre Public Space Protection Order (PSPO). PSPOs last for up to 3 years and then need to be reviewed. This PSPO expired on the 1 August 2021, however, public consultation and a review of the first 3 years had shown there was ongoing support for continuing with a new PSPO as part of a suite of measures to tackle anti-social behaviour within the town centre.

Since its introduction, 66 Fixed Penalty Notices (FPNs) had been issued. However, as well as providing useful enforcement powers, this PSPO had provided additional engagement opportunities to improve behaviour and enable support to be offered where necessary. This PSPO was to operate in tandem with the Boroughwide Alcohol PSPO which was renewed in March 2021. The powers of both complemented each other, particularly in relation to homelessness, street drinking and causing harassment, alarm and distress, all of which remain issues in Sandwell.

The implementation of a new PSPO would ensure that we continue to have a wide range of powers available as part of a toolkit of measures to tackle these areas of ongoing concern in West Bromwich Town Centre.



The PSPO was supported by Sandwell's Multi Agency Borough Tasking Group, particularly as part of this toolkit.

A public consultation on the proposed PSPO was undertaken between 10 May and 16 July 2021 and showed that in areas proposed to be covered by the PSPO residents and businesses remained concerned, with 87% supporting the continuation of the PSPO.

Alternative Options

An alternative option would be to not renew the implementation of the PSPO in West Bromwich Town Centre and rely on other controls. Sandwell had a number of controls in place in relation to these issues for many years, but despite these, local businesses and residents had continued to support the implementation of this PSPO to provide additional controls as part of a wider toolkit of measures.

Both enforcement and engagement figures would indicate that PSPO was used and was still needed to deal with complex cases and to provide reassurance to residents. The PSPO was also supported by partners to ensure direct action was taken using the most suitable tools and powers as required in each case. Not renewing PSPO powers and dealing with any issues individually would require additional resources and would not enable the engagement opportunities that could be utilised as part of PSPO. This was not recommended.

Agreed:-

- (1) that the implementation of the proposed Public Spaces Protection Order (PSPO) for West Bromwich, which prohibits the following behaviour, be approved:
 - (a) Acting or inciting others to act in a manner that causes, or is likely to cause, harassment alarm or distress to any person;
 - (b) Threatening any person with violence and /or being verbally abusive towards any person;



- (c) Begging or asking members of the public for money or loitering for the purpose of begging or asking members of the public for money;
 - (d) Causing a motor vehicle or trailer to stand on a road and /or footpath so as to cause any unnecessary obstruction of the road and /or footpath;
- (2) that the proposed order be published in accordance with the regulations published by the Secretary of State and that the proposed order be made accessible and available via the council website;
 - (3) that the Public Spaces Protection Order for West Bromwich be effective for a period of 3 years, covering the area as shown in Appendix 3.

Meeting ended at 4.16pm.

Contact: democratic_services@sandwell.gov.uk



Recommendations of the Scrutiny Review of Special Educational Needs and Disabilities Transport Models

- 1.1 That the administration of Special Educational Needs and Disabilities Transport be reviewed to ensure consistency of approach and that resourcing is adequate in light of increasing demand on the service.
- 1.2 That the Parent Group for Children with Special Educational Needs and Disabilities be communicated and consulted with on any changes to the Special Educational Needs and Disabilities Transport service and, where possible, the views of affected children and young people are also sought.
- 1.3 That Education Health Care Plan assessments are carried out without delay to ensure early identification of recommended provision, including Special Educational Needs and Disabilities Transport requirements.
- 1.4 That child to adult ratios for minibuses be re-evaluated to ensure that they are appropriate and reflect assessed risks and needs on a case by case basis.
- 1.5 That the Independent Travel Training Programme be continued and increased.
- 1.6 That awareness campaigns relating to Personal Budgets and the Independent Travel Training Programme be refreshed to ensure all families are aware of the options available.
- 1.7 That Early Years provision in each town be reviewed, which may help reduce transport costs.
- 1.8 That time lengths of Special Educational Needs and Disabilities Transport journeys be reviewed to ensure that children are not needing to travel for more than 50 minutes in normal circumstances.
- 1.9 That place provision be reviewed and strategically located throughout the borough to minimise journey times for children using Special Educational Needs and Disabilities Transport.



- 1.10 That the following be considered in relation to the contracting of Special Educational Needs and Disabilities Transport for February 2022:-
- (a) providers should ensure drivers and Passenger Assistants are trained, and accredited where appropriate, in First Aid, non-verbal communication, use of safety harnesses and manual handling. In addition there should be Advanced Passenger Assistants who are specifically trained to provide emergency medication on transport, including but not limited to administering pre-loaded EpiPens or pre-loaded buccal midazolam devices;
 - (b) a market position statement be prepared, encouraging competition from a wide range of suppliers;
 - (c) small and medium enterprises should be afforded opportunities to tender for the contracts;
 - (d) that local/mainstream schools should be the first consideration if they can address the needs of pupils, whilst recognising that some parents may prefer alternative places;
 - (e) some harmonisation of provision should be considered to balance effective management of contracts whilst retaining a diversified group of providers;
 - (f) the model for provision should avoid the increased risk associated with awarding contracts to a small number of providers.
- 1.11 That a trial scheme for providing Passenger Assistants in-house, or in partnership with schools, be undertaken as part of the contracting of Special Educational Needs and Disabilities Transport and that a full analysis is carried out on the trial scheme to determine its effectiveness.
- 1.12 That the feasibility of taking Special Educational Needs and Disabilities Transport provision in-house be assessed, this should include risks, costs, benefits, potential timescales and suitable performance indicators, and it should include the following options:
- (a) full Special Educational Needs and Disabilities Transport service in-house;
 - (b) combined provision with existing Adult Social Care Transport;
 - (c) only Passenger Assistants service provided in-house.
- 1.13 That, however the Special Educational Needs and Disabilities Transport service is provided in future, Passenger Assistants:-
- (a) must be trained, and accredited where appropriate, in First Aid, communication with non-verbal children; and



- (b) during their induction and onboarding a clear and strong emphasis should be placed on relationship building between the Passenger Assistant, the family, the school and the transport provider;
- (c) also include Advanced Passenger Assistants who are specifically trained to provide emergency medication on transport, including but not limited to administering pre-loaded EpiPens or pre-loaded buccal midazolam devices;

1.14 That how children with Autism Spectrum Disorders can receive earlier diagnoses be reviewed with partners, to help improve outcomes, including around transport needs, for that group.

1.15 That research relating to Special Educational Needs and Disabilities is considered whenever it is available to identify potential areas of improvement in Sandwell's service provision.



An options appraisal for delivering domiciliary care

	Option	Risks	Strengths
1	Allow the framework to lapse and close the approved list and encourage service users to take direct payments	<ul style="list-style-type: none"> • Service users/representatives unhappy with having to commission their own care • Inability for some customers to receive a Direct Payment where they are unable to manage / have no one to take responsibility • Risks from an unregulated market and increased undetected safeguarding • The Council would have difficulty in holding providers to account without a contractual relationship, notwithstanding safeguarding procedures. • Providers becoming unviable with a rate that lags the Council set rate • Capacity to increase Direct Payment numbers within tight timelines • Cost of infrastructure within the sector • Loss of economies of scale within the market 	<ul style="list-style-type: none"> • Increases choice and control • Increases the Council's figures around people taking a direct payment • Reduces pressure on the Adult Social Care Budget as the direct payment rate lags a year behind the framework rate, but this is not without risk



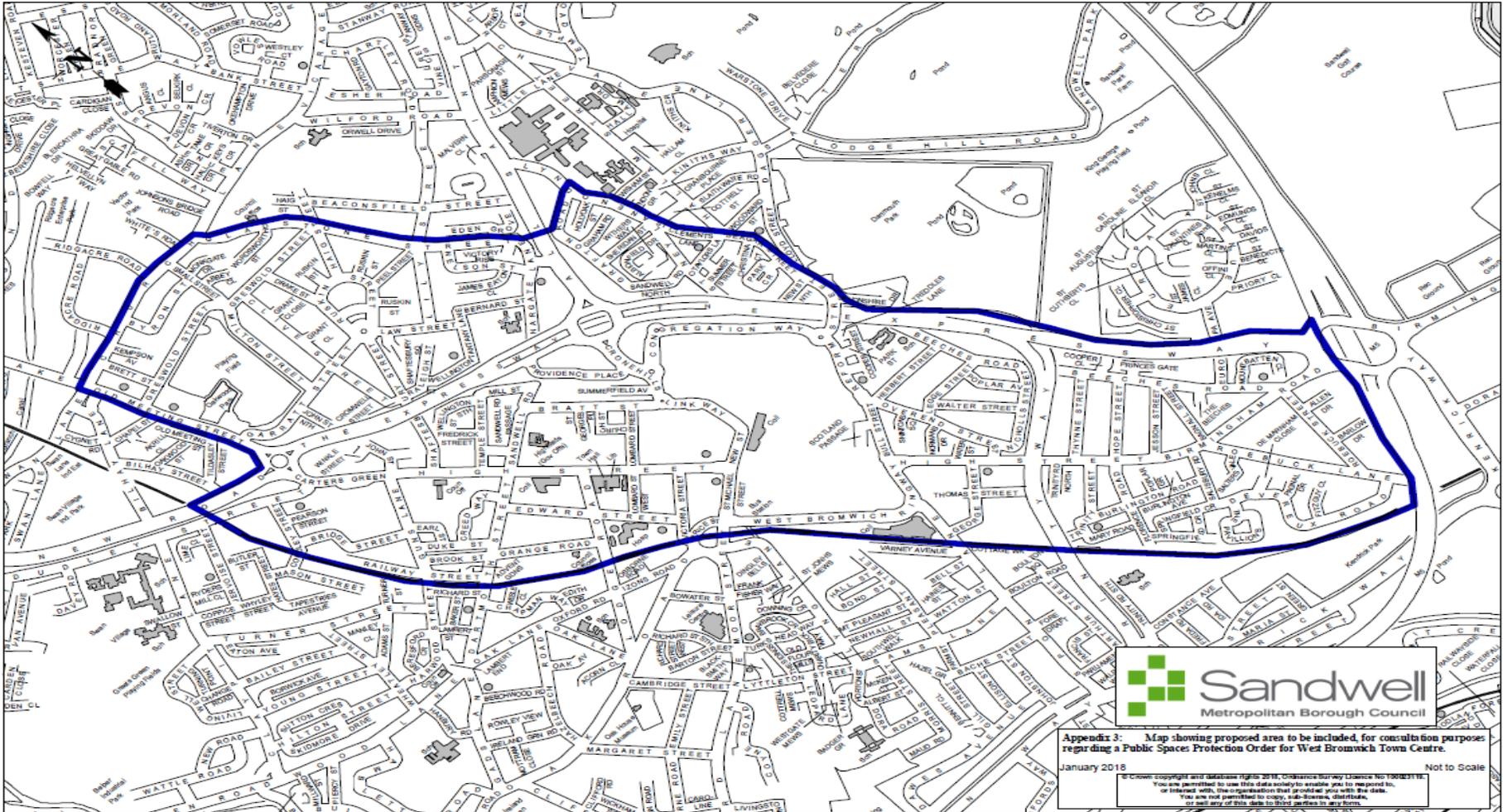
	Option	Risks	Strengths
2	Allow the framework to lapse and procure services from the Approved Provider list until such time the new model starts	<ul style="list-style-type: none"> • There may be delays in sourcing and therefore potential risk of starting packages later than having a framework, which has more favourable terms • No uniform rate and providers can charge what they like, thus this has a pressure on the Adult Social Care budget • Unable to hold providers to account if they can't provide packages as there is no contractual compulsion for them to do so given they are on approved provider contracts 	<ul style="list-style-type: none"> • Preferable to encouraging people to take a direct payment • Contracts already in place for Approved Providers, and therefore to some extent, there remains a continuity that both providers and Brokers and Care Management Teams are familiar with
3	Extend the current framework – will need an exemption to be approved by Cabinet. Under this option, the Approved List of providers would also	<ul style="list-style-type: none"> • Providers (all or some) may not want to extend contracts, and therefore this is not necessarily guaranteed 	<ul style="list-style-type: none"> • This would allow a continuity of current arrangements for service users and providers • A uniform set rate that allows more budgetary certainty • More efficient sourcing as there are less providers on the Framework for brokers to contact • Provides business certainty to providers



	Option	Risks	Strengths
	<p>continue to be used as a contingency where framework can't meet the care package needs,</p>		



Area Covered by PSPO



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Report to Cabinet

3 November 2021

Subject:	Implementation of a Boroughwide Public Space Protection Order relating to Nitrous Oxide
Cabinet Member:	Cllr Bob Piper Cabinet Member for Community Safety
Director:	Nicholas Austin (Interim) Director of Borough Economy
Key Decision:	Yes
Contact Officer:	Tessa Mitchell Business Manager Community Safety & Resilience tessa_mitchell@sandwell.gov.uk

1 Recommendations

- 1.1 That approval be given to the implementation of a Boroughwide Public Space Protection Order for Nitrous Oxide making it an offence for any person, when requested by an authorised officer, not to surrender any nitrous oxide canisters, with effect from 1 December 2021 for a period of 3 years as attached at Appendix 1.
- 1.2 That in connection with 1.1 and in accordance with the regulations published by the Secretary of State, the Director of Borough Economy be authorised to publish the proposed order via the council website.



2 Reasons for Recommendations

- 2.1 Implementation of this Boroughwide Public Spaces Protection Order (PSPO) would give designated officers powers to seize and dispose of any canisters found in a person's possession, in a similar way to the Boroughwide Alcohol PSPO already in place.

It is intended to help combat crime and Anti-Social Behaviour in the Borough and support public health. It will also provide a public statement of intent and provide residents with assurance that SMBC are listening to their concerns and taking appropriate action.

Nitrous Oxide is a depressant drug, which when inhaled can make people feel happy, relaxed and giggly, hence the name 'laughing gas'. The metallic cylinders are commonly referred to as NOS – after Nitrous Oxide Systems which originally manufactured the product. It is not illegal to possess nitrous oxide for legitimate commercial use such as catering. However, it is illegal to sell or give away to someone who wants to use it for its psychoactive effects under the Psychoactive Substances Act 2016. It is apparent that a cohort of predominantly 18-25-year olds are using these cannisters in Sandwell as a recreational drug giving them a short mini high.

Aligned to this there is likely to be some dealing occurring. The inhalation of Nitrous Oxide in public places is closely linked with Anti-Social Behaviour and is both a Sandwell and national concern. As well as noise and gatherings one of the main concerns reported by residents is the litter caused by the discarded cannisters. Currently, unless an individual is caught littering there are no powers available to enable any form of intervention.

The litter caused by discarded nitrous oxide cannisters is a Borough wide issue for residents and regularly raised as an issue at every Town Tasking meeting. The discarded empty canisters both litter areas and pose risks to children, the wider public, wildlife and workers when they get entangled in grass cutting machinery.

- 2.2 The implementation of a PSPO would increase the range of powers available to tackle this issue which is a considerable concern across the Borough.



As well as providing useful enforcement powers such an order also provides additional engagement opportunities to improve behaviour and enable support to be offered where necessary.

This PSPO is supported by Sandwell’s Multi Agency Borough Tasking Group including Public Health.

This PSPO is proposed in response to concerns raised by residents, partners and communities, with our public consultation conducted between the 10th May and 16th July 2021, showing 95% support for this implementation of this PSPO. Used effectively, such an order can help increase public confidence.

This order would also enable engagement and targeted interventions in relation to this issue and promote important public health messages. It also allows for additional enforcement powers across the Borough. It is therefore, recommend that this PSPO is implemented and reviewed in 3 years.

3 How does this deliver objectives of the Corporate Plan?

	<p>Best start in life for children and young people</p> <ul style="list-style-type: none"> • Ability to challenge those using nitrous oxide in public places so as to set an example related to behaviours and health • Reduction of litter and anti-social behaviour across our neighbourhoods increasing reputation and pride
	<p>People live well and age well</p> <ul style="list-style-type: none"> • Standards set around cleanliness of public spaces and support for those with potential drug issues. This is particularly helpful in relation to proactive engagement with those seen in possession of such cannisters.
	<p>Strong resilient communities</p> <ul style="list-style-type: none"> • PSPOs provide additional tools and powers to effectively reduce and manage ASB and its negative impact on residents • This PSPO supports public confidence in relation to challenging Anti-Social Behaviour through offering advice and support and sanctions for non-compliance.





Quality homes in thriving neighbourhoods

- This PSPOs addresses ASB, which is an essential component of creating a thriving neighbourhood.
- It also demonstrates the council's commitment to listening to its residents, partners and communities and to take action to address issues that are important to them

4 Context and Key Issues

4.1 Background

Increasingly in recent years the use of Nitrous Oxide as a recreational drug has become a concern both in Sandwell and nationally. Residents have reported issues both with gatherings and with the resulting litter. Youth Services have also reported increasing concerns as have Public Health and DECCA, our young person's Drug and Alcohol Service. A particular area of concern is the location of the NOS litter/canisters which are often found in the road, or at the kerb side. Car passengers and potentially drivers appear to be using these cannisters to get a short term high, evading any drug testing as NOS does not show up on a test at present, and discarding the litter in car parks and at the roadside. We want to ensure we make people aware of the risks, and this will occur through ongoing preventative work through engagement and education but also through having some level of enforcement available.

4.2 Enforcement is a key element of any PSPO and was reinforced through our public consultation with many of those responding citing enforcement as very important. We have looked at what other Local Authorities are doing in relation to Nitrous Oxide enforcement which is very much focused on education and engagement with enforcement being undertaken by the Police. Coventry City council have had a similar successful PSPO in place for the last year and emphasised that it has proved to be a very useful additional tool: to tackle the use of nitrous oxide; reduce littering; raise the profile of the issue and increase confidence that it is being addressed. In Sandwell we would want to emulate this approach.



5 Public Consultation

5.1 A public consultation was undertaken regarding this PSPO between 10th May and the 16th July 2021 following the guidance on undertaking consultations on a Public Space Protection Order published by the Local Government Association in 2018. This guidance was adhered to, taking account of Covid 19 restrictions regarding face to face meetings, and the proposed PSPO was advertised in the local press, The Sandwell Herald and on SMBCs website and social media.

Specific consultees were:

West Midlands Police	Office of the Police & Crime Commissioner
West Midlands Fire Service	West Midlands Ambulance Service
SMBC Public Health	– Sandwell’s Adults Drug & Alcohol Service
DECCA – Sandwell’s Young People’s Drug & Alcohol Service	Transport for West Midlands TfWMs
SMBC Waste Management Team	SERCO – Sandwell’s commissioned waste provider

5.2 Findings

178 responses to the consultation were received. 95% of respondents supported the introduction of this PSPO. The main reason given for supporting the PSPO was the littering of discarded canisters (68%), anti-social behaviour that was believed to be linked to the inhalation of Nitrous Oxide (22%) and worries around children coming across discarded canisters (18%).

56% of respondents reported witnessing inappropriate behaviour related to nitrous oxide, particularly littering.

Respondents also highlighted the need for enforcement should this PSPO be implemented and view that more patrols, cameras and education was also needed. Feedback from the West Midlands Police and Crime Commissioner also highlighted this.



A PSPO is an opportunity to engage with individuals and to offer support and advice. Enforcement is always a final resort. There are many examples of such engagement and assertive outreach work taking place across Sandwell supported by our strong partnership approaches.

Our Addictive Behaviours Team and DECCA support the implementation of this PSPO emphasising that the use of nitrous oxide affects many of our communities and that there is always a risk that comes with using it. While this is a small risk to a person's health, the introduction of this PSPO will help with optimising the health and wellbeing of our residents and communities.

It is recognised that PSPOs need to be used as part of a strategy that includes enforcement alongside other engagement activities and interventions to tackle these issues as effectively as possible.

The majority of respondents were in support of the PSPO as part of a suite of measures to combat the inappropriate use of nitrous oxide in public places and the associated litter relating to this. A full copy of the Consultation Report is attached as Appendix 2.

6 Alternative Options

- 6.1 Sandwell has no other specific controls in place in relation to the inappropriate use of nitrous oxide. It is not an illegal substance. Littering regulations are in place however to enforce littering it needs to be witnessed. There are no other controls in place that provide powers to confiscate the cannisters. The council could continue as we are but this will not provide an opportunity to target this issue. There is clearly a strength of feeling from the public consultation and partners to indicate significant support to strengthen what we currently have in place and the issue is clearly a public concern. This option provides opportunities for engagement and education.

7 Implications

Resources:	The implementation of the PSPO will not require any additional strategic resources that require the council or partners to operate outside existing budgets.
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<p>Legal and Governance:</p>	<p>Under Sections 59-75 of the Anti-Social Behaviour Crime and Policing Act 2014 Local Authorities have powers to make a Public Space Protection Order (PSPO).They address activities detrimental to the quality of life that are persistent, unreasonable and evidenced.</p> <p>They can be challenged in the High Court within 6 weeks of being made mainly on grounds of inadequate i) evidence and ii) consultation. They apply to public places and must be publicised .They last for 3 years but may be extended if extension is justified evidentially.</p> <p>Non -compliance can result in a person being issued with a fixed Penalty of up to £100 .Failure to pay can result in a prosecution with a maximum penalty of £1000 ,the level of fine being at the Courts discretion subject to means”</p>
<p>Risk:</p>	<p>Risk implications, including any mitigating measures planned/taken, health and safety, insurance implications</p> <p>Tackling crime and anti-social behaviour through partnership working is central to the delivery of the Community Safety Strategy 2019-21 and Strategic Assessment 2020. This is business as usual and adheres to all required risk assessments and required mitigations.</p>
<p>Equality:</p>	<p>An EIA has been completed as part of this process. The PSPO is equally applicable to all groups and provides opportunities for engagement and education.</p>
<p>Health and Wellbeing:</p>	<p>Reducing and managing anti-social behaviour, and protecting its victims has a positive impact on health and wellbeing.</p>



	Engaging with and supporting people in relation to drug use, potential future addiction and who are also more vulnerable to becoming victims of crime and exploitation will also have a positive longer-term impact on their health and wellbeing.
Social Value	This PSPOs support environmental enhancements through reduced litter and provide opportunities for engagement with local residents regarding public health messages and strengthening civic pride. Engagement with those using Nitrous Oxide also allows for the development of positive activities.

8 Appendices

- Appendix 1 Proposed PSPO in relation to Nitrous Oxide
- Appendix 2 Consultation Report

9 Background Papers

- Anti-Social Behaviour, Crime and Policing Act 2014.
- LGA Guidance in Relation to PSPO Implementation 2018



Appendix 1 Proposed Boroughwide Nitrous Oxide PSPO

ANTI-SOCIAL BEHAVIOUR CRIME AND POLICING ACT 2014

SECTION 59

PUBLIC SPACES PROTECTION ORDER

SANDWELL METROPOLITAN BOROUGH COUNCIL

PUBLIC SPACES PROTECTION ORDER

BOROUGHWIDE NITROUS OXIDE

Anti-Social Behaviour, Crime and Policing Act 2014, Section 59

Public Spaces Protection Order (Boroughwide) 2021

This Order is made by Sandwell Metropolitan Borough Council ("the Council") under the Anti-Social Behaviour, Crime and Policing Act 2014, Section 59 ("the Act").

1. This Order relates to all areas within the Metropolitan Borough of Sandwell including public space in the Council's area and privately owned land made available to the public, to which the Act applies ("the Restricted Area").
2. The Council is satisfied that the two conditions below have been met, in that:
 - a. activities carried on in the restricted area as described below have had a detrimental effect on the quality of life of those in the locality, or it is likely that these activities will be carried on in the public place and they will have such an effect;
 - b. the effect, or likely effect, of the activities is, or is likely to be, of a persistent or continuing nature, is, or is likely to be, such as to make the activities unreasonable, and justifies the restrictions imposed by the Order.

By this Order

'It will constitute an offence for any person, when requested by an authorised officer, not to surrender any nitrous oxide canisters'



Restrictions

3. Period for which the order has effect

This order will come into force on xxxxx 2021 and lasts for three years. At any point before the expiry of this period the Council can extend the order by up to three years if satisfied on reasonable grounds that this is necessary to prevent the activities identified in the order from occurring or recurring or to prevent an increase in the frequency or seriousness of those activities after that time. The Order may also be varied in accordance with the requirements of Section 61 of the Anti-Social Behaviour, Crime and Policing Act 2014 (“the Act”).

4. Failure to comply with this order

Section 67 of the Act states that it is an offence for any person without reasonable excuse:

(a) to do anything that the person is prohibited from doing by a public spaces protection order, or

(b) to fail to comply with a requirement to which the person is subject under a public spaces protection order.

A person guilty of this offence is liable on conviction in the Magistrates Court to a fine not exceeding level 3 on the standard scale.

5. Penalty Notices

Under Section 68 of the Act a constable or authorised person may issue a fixed penalty notice to anyone they believe has committed an offence under Section 67 of the Act. A fixed penalty notice is a notice offering the person to whom it is issued the opportunity of discharging any liability to conviction for the offence by payment of a fixed penalty to the local authority. Failure to pay the fixed penalty notice may result in proceedings being issued for the offence under Section 67.

6. Validity of Order

Under Section 66 of the Act an “interested person” (being a person who lives in the restricted area or who regularly works in or visits that area) may apply to the High Court to question the validity of a public spaces protection order (or a variation thereof). Such an application must be made within six weeks of the order being made.

The grounds on which an application under this section may be made are—

(a) that the local authority did not have power to make the order or variation, or to include particular prohibitions or requirements imposed by the order (or by the order as varied);



(b) that the requirements of the legislation have not been complied with
When an application is made the High Court can decide to suspend the operation of the order pending the Court's decision, totally or in part. The High Court can uphold, quash or vary the order.

7. DATED:

8. SEALED:

9. SIGNED:



Appendix 2 See attached Consultation Report



Nitrous Oxide Public Space Protection Order Consultation

INTRODUCTION

- Nitrous oxide is a public health risk and the rise in the recreational use of this in Sandwell is thought to be correlated to some of the anti-social behaviour which has occurred across the borough.
- Residents of Sandwell in addition to local businesses, voluntary groups and interested parties were invited to have their say on Sandwell Council's proposal to introduce a Public Spaces Protection Order (PSPO) to combat the consumption of this as a recreational drug in public spaces.
- Under this PSPO, it would be an offence for people not to surrender nitrous oxide canisters when requested to by an authorised officer.

METHODOLOGY

- An online consultation was made available for feedback on the Sandwell Council website.
- Participants could remain anonymous if they wished to do so.
- The consultation was promoted across Sandwell Council's communication channels including social media and via posters and flyers which were shared with public venues in the borough.
- The consultation was left open for feedback from 10th May 2021 to 16th July 2021.

FINDINGS

About Consultation Participants

- 178 individuals participated in the consultations.
- The majority of individuals stated that they were residents (94%) when asked about this with a small number of businesses also taking part (3%) [Figure 1].
- 84% of feedback came from people local to Sandwell [Figure 2].
- Oldbury was the town in Sandwell which was best represented in the consultation with 25% of those who took part being from here jointly followed by Smethwick (19%) and West Bromwich (19%) [Figure 2].

Anti-Social Behaviour Linked to Nitrous Oxide

- When quizzed on personal experiences of anti-social behaviour associated with the recreational use of Nitrous Oxide, 57% of individuals revealed that they had come across or been the victim of this [Figure 3].
- 88% of feedback showed that this anti-social behaviour was occurring on a regular basis [Figure 4].



- Feedback showed that this anti-social behaviour was occurring in a number of different ways across the six Sandwell towns and which was generally believed to be a result of or associated with the recreational use of Nitrous Oxide [Figure 5].
- The most common types of anti-social behaviour reported per Sandwell town have been compiled below along with some of the feedback provided by local people:

Oldbury

- 1) Just over 1 in 4 people (26%) from Oldbury expressed their unhappiness with anti-social behaviour in the form of littering of the Nitrous Oxide canisters.

Comments:

- *'At the back of my property cars park up and always leave these canisters all over the floor.'* (B69 1SR)
- *'Littering Causeway green road curbs are littered with them! 'Walking on discarded cannisters.'* (B69 1SR)
- *'Young adults got "high" on the nitro oxide and dumped the cannisters on private property'* (B69 3LB)

- 2) 21% of comments touched on the consumption of drugs taking place in public spaces in Oldbury with residents especially sharing their concerns about this taking place near their homes.

Comments:

- *'Younger adults sitting outside our homes smoking'* (B68 9TH)
- *'We have a lot of cars that drive and sit at the back of our house, they do drugs have music on in the cars'* (B69 1SR)
- *'Cars parked in front of my house people travelling form far just inhale gas or smoke drugs police has been called nothing gets done'* (B69 1UX)

- 3) 17% of feedback centred on the noise nuisance which would occur once users of the Nitrous Oxide had got 'high'.

Comments:

- *'Youths making noise whilst using the canisters'* (B68 8AQ)
- *'Youths hanging around screeching cars around the quiet residential street.'* (B69 1UU)
- *'On a nightly basis, cars park in our street after midnight playing music'* (B69 1UU)

Rowley Regis

- 1) 27% of feedback from local people in Rowley Regis referred to the littering resulting from the use of Nitrous Oxide.



Comments:

- *'Silver canisters thrown on to my garden'* (B65 8HB)
- *'Witnessed a lot of cannisters littered on the floor.'* (B65 0HA)
- *'I have noticed the number of these cannisters increasing in the area of my local park on York Rd'* (B65 0EW)

2) 20% of anti-social behaviour resulting from people inhaling Nitrous Oxide in Rowley Regis was reported to be in the form of vandalism.

Comments:

- *'Kids smashing up bus stops, smashing bottles in the street.'* (B65 8EH)
- *'My car constantly damaged either tyres slashed or paint work scratched.'*(B65 8HB)
- *'General loud behaviour and vandalism'* (B65 9DX)

3) Noise nuisance was also made mention of in 20% of the feedback provided by locals in the town.

Comments:

- *'Loud motorbikes on public footpaths behind Mission Close and canal tow path'* (B64 6SG)
- *'Large groups in several cars Loud music and dancing when they are off their face'* (B65 8AH)
- *'General loud behaviour and vandalism'* (B65 9DX)

Smethwick

1) Nearly 1 in 2 comments from locals in Smethwick (46%) explained littering as the biggest anti-social behaviour concern associated with the use of Nitrous Oxide.

Comments:

- *'The estate I live on is blighted by discarded canisters'* (B66 1RW)
- *'People using the NO and then throwing the cannisters out of car windows'* (B66 4AR)
- *'Canisters are consistently dumped in the local area. Not just the odd canister but many of them.'* (B67 5HQ)

2) 17% of concerns in Smethwick related to the drug taking which was taking place.

Comments:

- *'Cars parking to inhale NOS and smoke cannabis'* (B67 5EA)
- *'Comes with a lot of antisocial behaviour of youths taking them on Adkins Lane and Lightwoods Hill Galton Road. There is other drug taking at this time as well. It does not feel safe in the area after dark, large numbers of youths, cars stopping full of people etc.'* (B67 5EX)



- *'Mass gatherings in lightwoods park. As a direct result of taking this substance bad behaviour ensued'* (B67 5DS)

3) 11% of comments touched on the experiences of locals in Smethwick being the victim of or coming across abusive behaviour by individuals who had been using Nitrous Oxide.

Comments:

- *'People using the NO being rowdy and aggressive'* (B66 4AR)
- *'Abuse towards local residents.'* (B67 5DS)
- *'I've had to walk back into Bearwood high street with a member of the public who was being threatened by youths taking NOS canisters in the park who was being heckled and intimidated by them'* (B67 5EX)

Tipton

1) 33% of feedback from local people in Tipton highlighted their distress/frustrations at the littering of Nitrous Oxide canisters in their neighbourhoods.

Comments:

- *'My neighbour uses laughing gas every weekend and they always around the street'* (DY4 9HL)
- *'I have attempted to complain twice regarding used canisters littering the street near schools.... not one person from the local neighbourhood team even replied'* (No Address Provided)

2) 17% of responses alluded to the vandalism that had taken place by individuals engaging in the recreational use of Nitrous Oxide.

Comments:

- *'Sometimes teenagers set fire to the trees behind our home.'* (DY4 0HZ)
- *'Last year teenagers were setting off fireworks aiming them into our street. They hit several houses and cars.'* (DY4 0HZ)

3) 17% of concerns revolved around noise nuisance.

- *'Our house backs onto public land. We often hear loud noise, music, etc.'* (DY4 0HZ)

Wednesbury

1) In line with the feedback from the other Sandwell towns, litter was also the biggest reason for unhappiness amongst Individuals from Wednesbury with 33% of feedback making mention of this.

Comments:

- *'Deposits of canisters in various locations'* (WS10 0ED)
- *'I pick up easily 60+ a week'* (WS10 9PE)



2) 17% of feedback from locals in Wednesbury raised concerns with drug taking.

Comments:

- *'I have seen people taking it during the day and this happened when I was walking with my children'* (WS10 9BQ)

3) Noise nuisance was also made mention of in 17% of comments by locals.

Comments:

- *'Gangs in Cars back of Farm Foods in Wednesbury with these canisters. The noise and revving of cars.'* (WS10 7AZ)

West Bromwich

1) 33% of feedback from West Bromwich centred on the littering that was accompanying Nitrous Oxide use.

Comments:

- *'Large numbers of canisters littered on the streets.'* (B70 6BA)
- *'Groups of teenagers in Dartmouth Park using in nitrous oxide incorrectly and littering.'* (B71 3NP)
- *'Street littered with canisters'* (B71 2EH)

2) 23% of feedback showed the unhappiness of local people with the drug taking which was taking place in their neighbourhoods.

Comments:

- *'Drug taking (injecting) in the street (carpark)'* (B70 6NW)
- *'Cars full of people doing 'balloons' shouting'* (B71 2EH)
- *'They often congregate and drink alcohol and take nitrous when hanging about'* (B71 1LH)

3) 10% of comments touched on the drug dealing that was believed to be linked to the recreational use of Nitrous Oxide.

Comments:

- *'Drug users using the estate daily to pick up drugs from their dealers.'* (B71 1LH)
- *'Drug dealing Agressive begging general ASB'* (B70 8ET)

Impact of Anti-Social Behaviour on Local People

- Participants in the consultation were then asked about the effects of the anti-social behaviour which was accompanying Nitrous Oxide consumption on them [Figure 6]. Close to 1 in 4 responses (24%) alluded to people feeling unsafe with 13% of respondents commenting on the distress which they felt due to the anti-social behaviour stemming from the recreational use of Nitrous Oxide. 7% of individuals spoke about how this behaviour would disrupt their sleep.



Feedback of Proposed PSPO

- Feedback from 95% of respondents demonstrated support for the proposed PSPO [Figure 7].
- The littering of discarded canisters was most commonly pointed out as the reason for why individuals were in favour of the proposed PSPO (68%). This was followed by the anti-social behaviour that was believed to be linked to the inhalation of Nitrous Oxide (22%) and worries around children coming across discarded canisters (18%) [Figure 8].
- At the end of the consultation, participants were asked about any other comments that they had in relation to the proposal for the PSPO. Common themes were found in the comments and have been detailed below along with some of the feedback itself:

Recommendation of Tighter Measures/Security

- *'CCTV cameras are needed to monitor known hotspots.'*
- *'Curfews should be mandatory and public spaces closed once the curfew begins.'*
- *'Go further ban sales of these in shops.'*
- *'It should be an offence for them to be sold. There are a number of venues on Bearwood high street who sell these canisters'*

Strong Enforcement Needed for PSPO to be Successful

- *'It needs to be enforced. I often see blatant breaches of the order regularly on the streets and estates of West Bromwich. Order will only be as good as the level of enforcement applied.'*
- *'If it is brought into force, let's hope it is enforced'*
- *'Street wardens or others should have the powers. Not just the police.'*
- *'it's all right proposing or making new rules, but have you got the people to police it'*

Support for the Proposed PSPO

- *'I think it's a brilliant idea'*
- *'Think it's about time this matter was tackled and fully support proposal.'*
- *'we support this PSPO and hope they get the people who keep doing it'*
- *'Yes, it would be wonderful if something could be done'*

West Midlands Police and Crime Commissioner

Feedback was also received from the West Midlands Police and Crime Commissioner who welcomed effective action to prevent and tackle the anti-social behaviour linked to the use of Nitrous Oxide. However, a potential limitation of the proposal was identified by the commissioner who commented that it seemed the PSPO could only allow authorised officers to confiscate Nitrous Oxide canisters where these were visibly seen in the possession of a person. As such, this would limit the ability and scope for prevention and enforcement and ultimately the effectiveness of the proposed prohibition.



Graphs

Figure 1: Who Were The Participants Who Took Part In The Consultation?

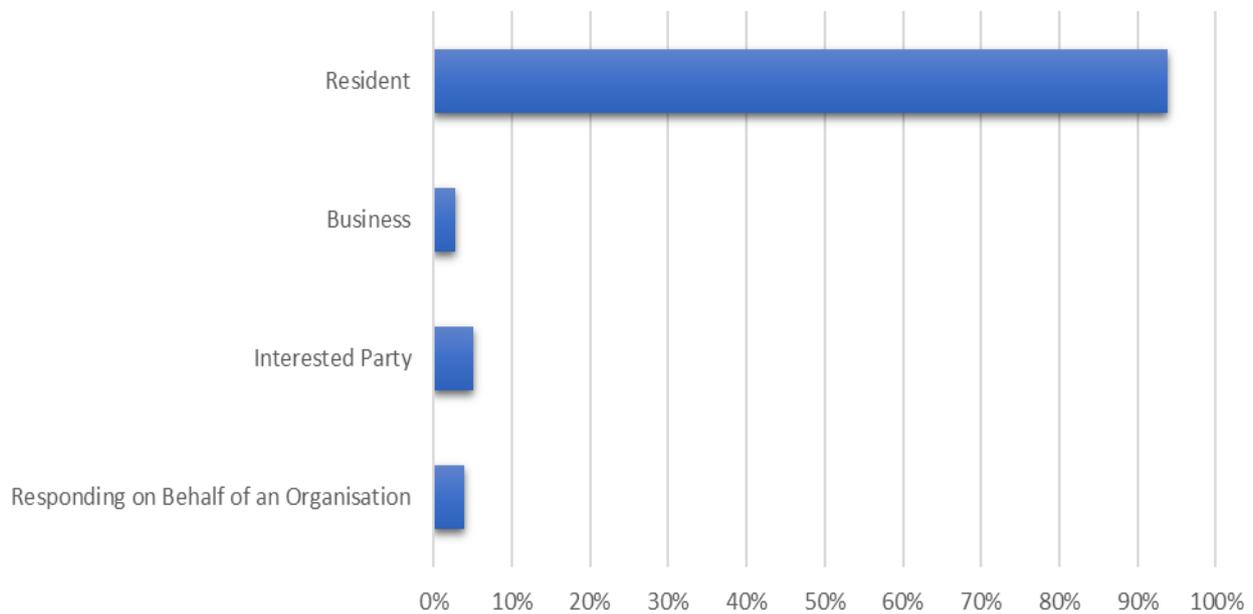


Figure 2: Where Were The Participants In The Consultation From?

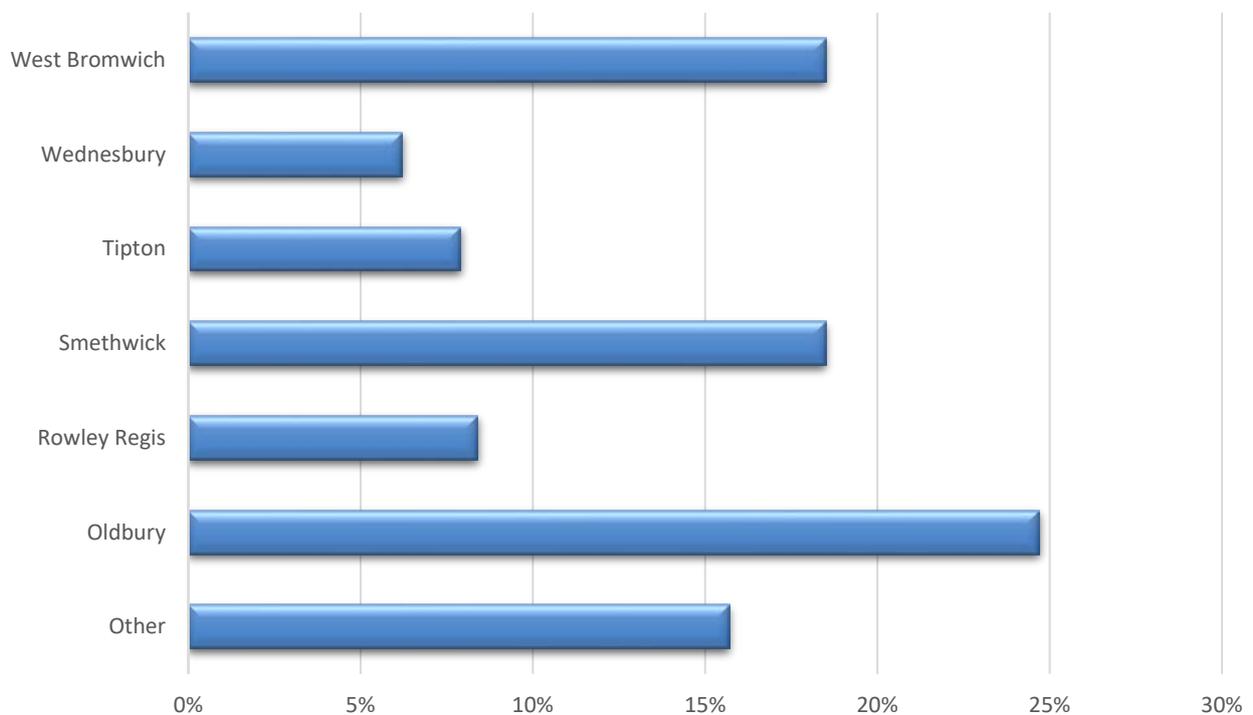


Figure 3: Responses of Individuals When Asked If They Had Been Subjected to Or Witnessed Anti-Social Behaviour Related to The Use of Nitrous Oxide

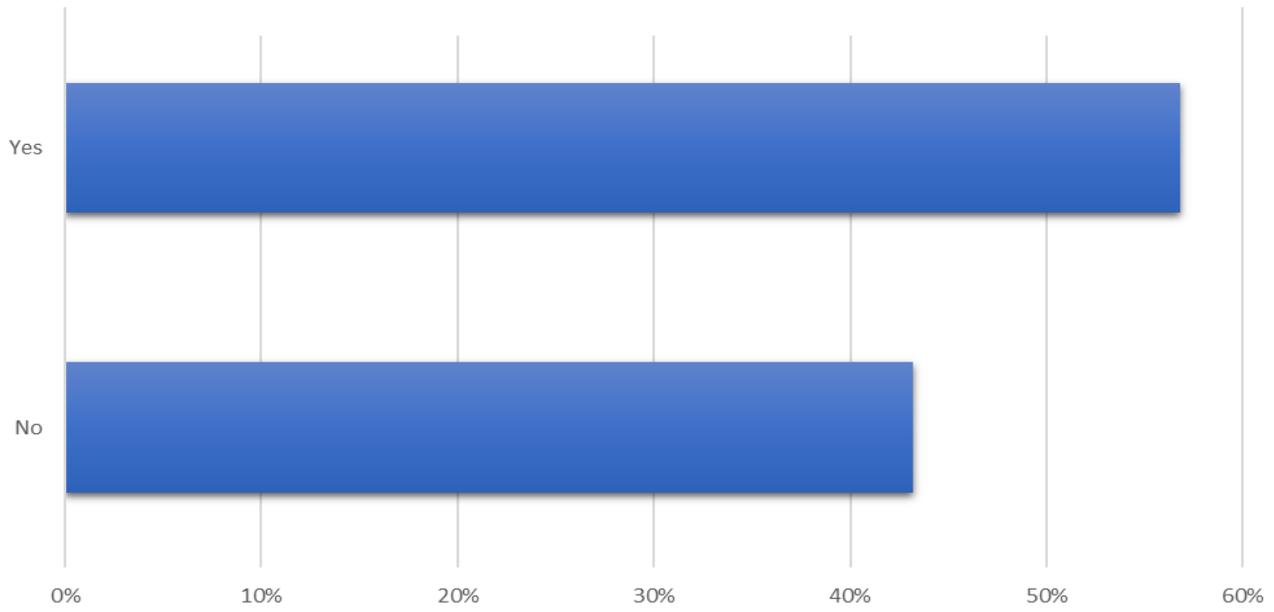


Figure 4: How Often Individuals Reported Experiencing/Witnessing Anti-Social Behaviour Related To The Recreational Use Of Nitrous Oxide

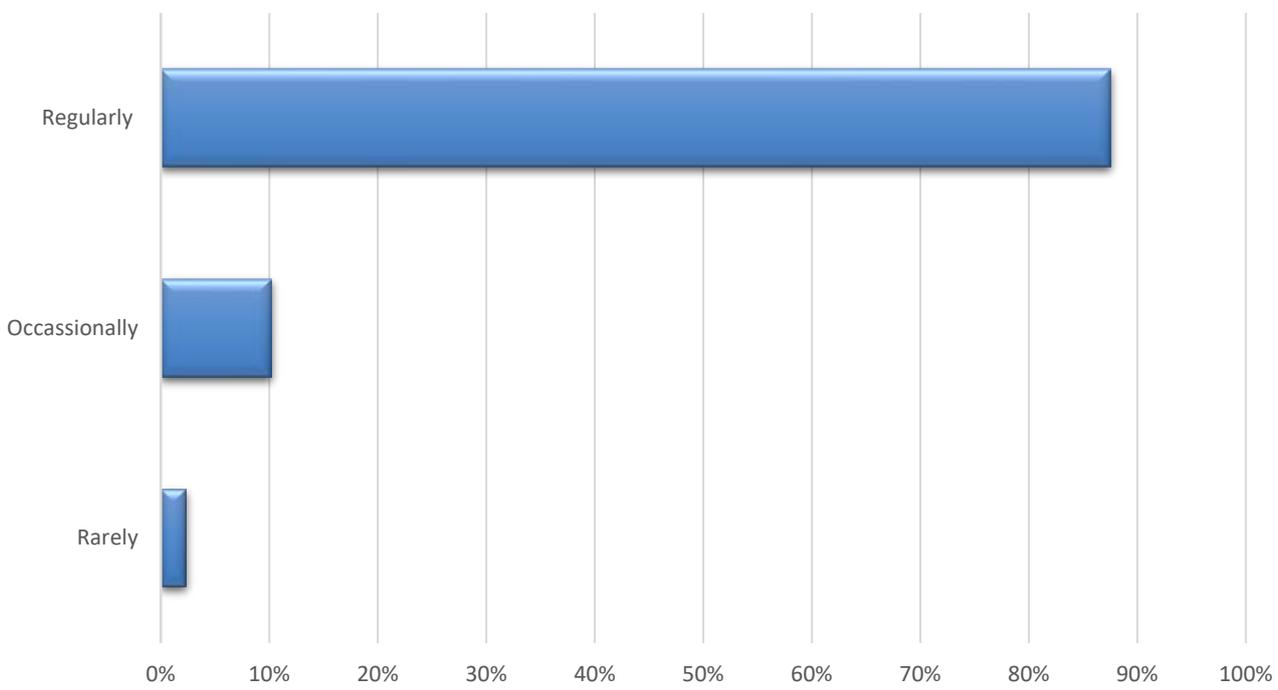


Figure 5: Type of Anti-Social Behaviour Experienced or Witnessed In Sandwell Perceived To Be Linked To The Recreational Use Of Nitrous Oxide

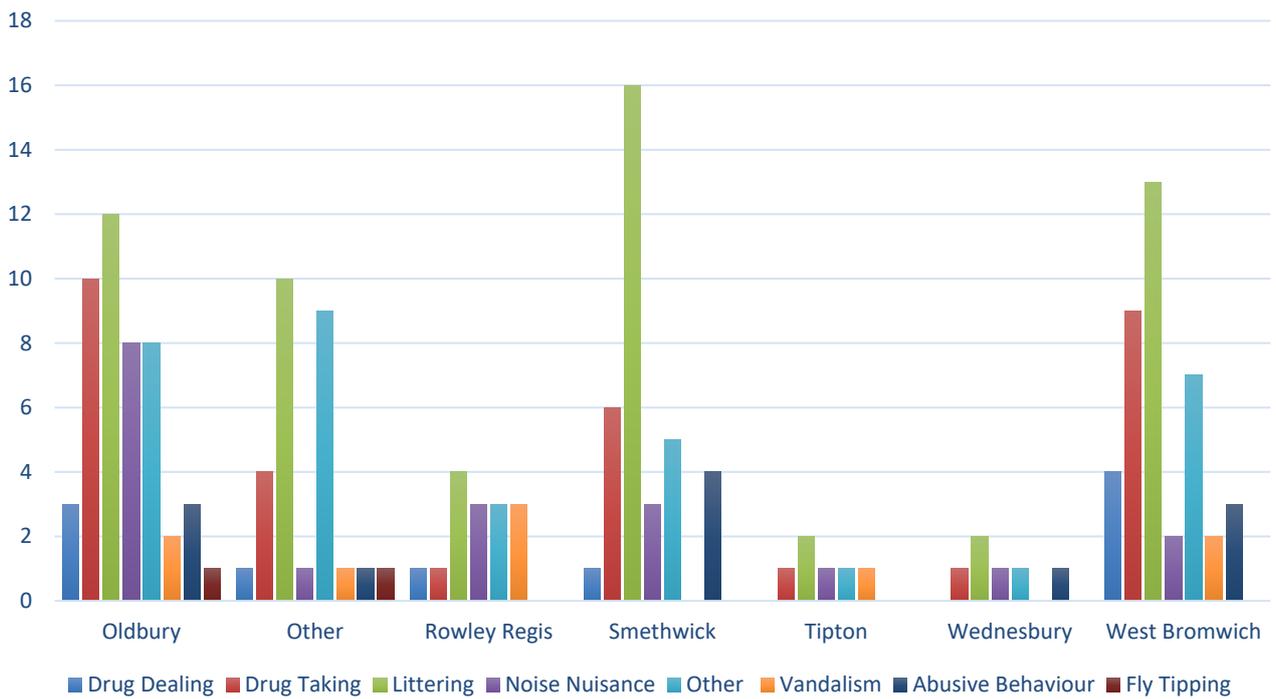


Figure 6: The Impact Of Anti-Social Behaviour Stemming From The Recreational Use of Nitrous Oxide On Local People

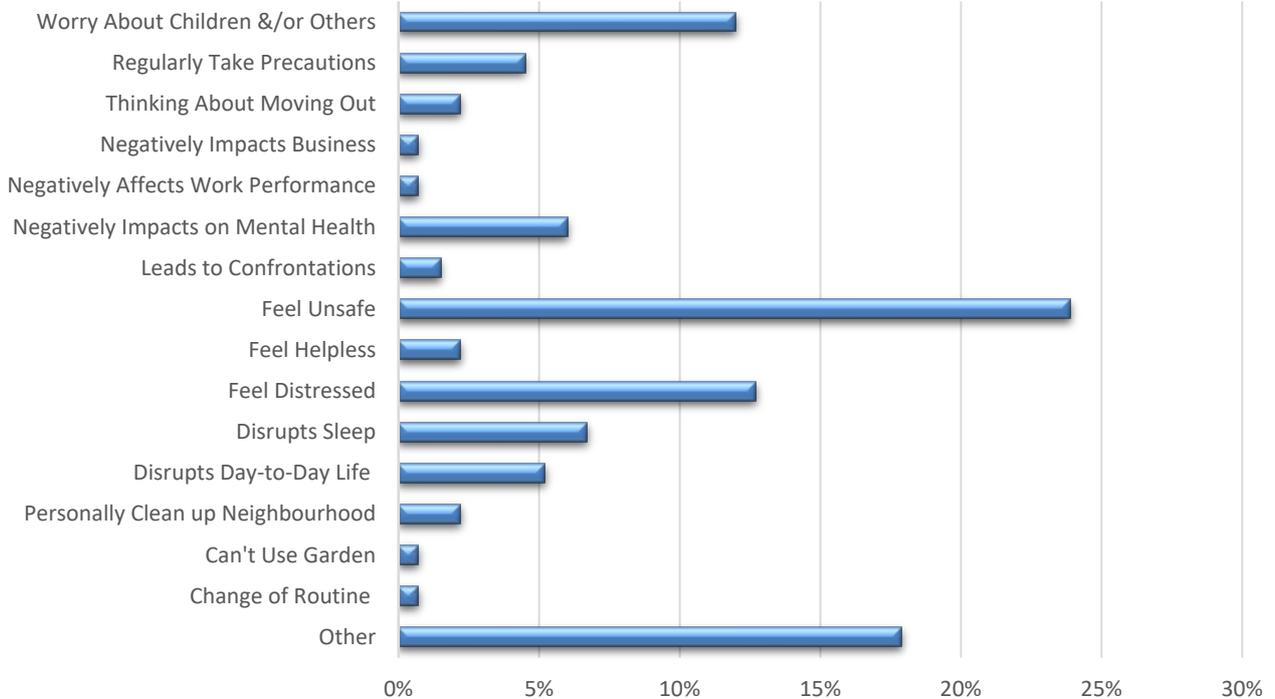


Figure 7: Responses of Participants When Asked If They Were In Favour Of The Proposed Public Space Protection Order

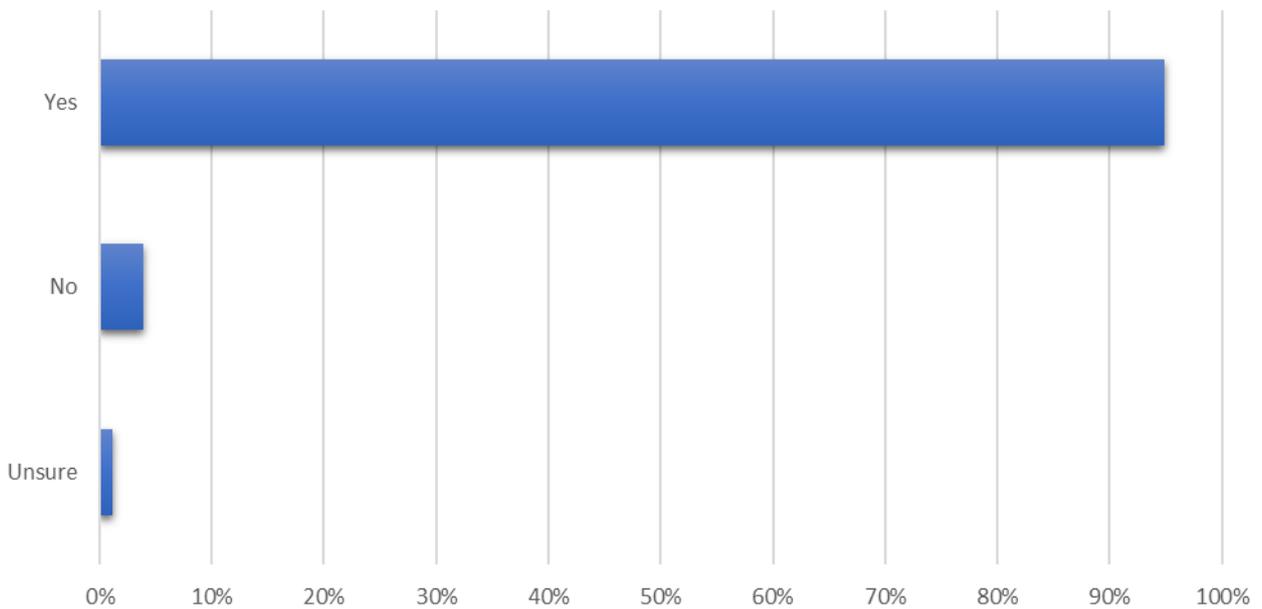
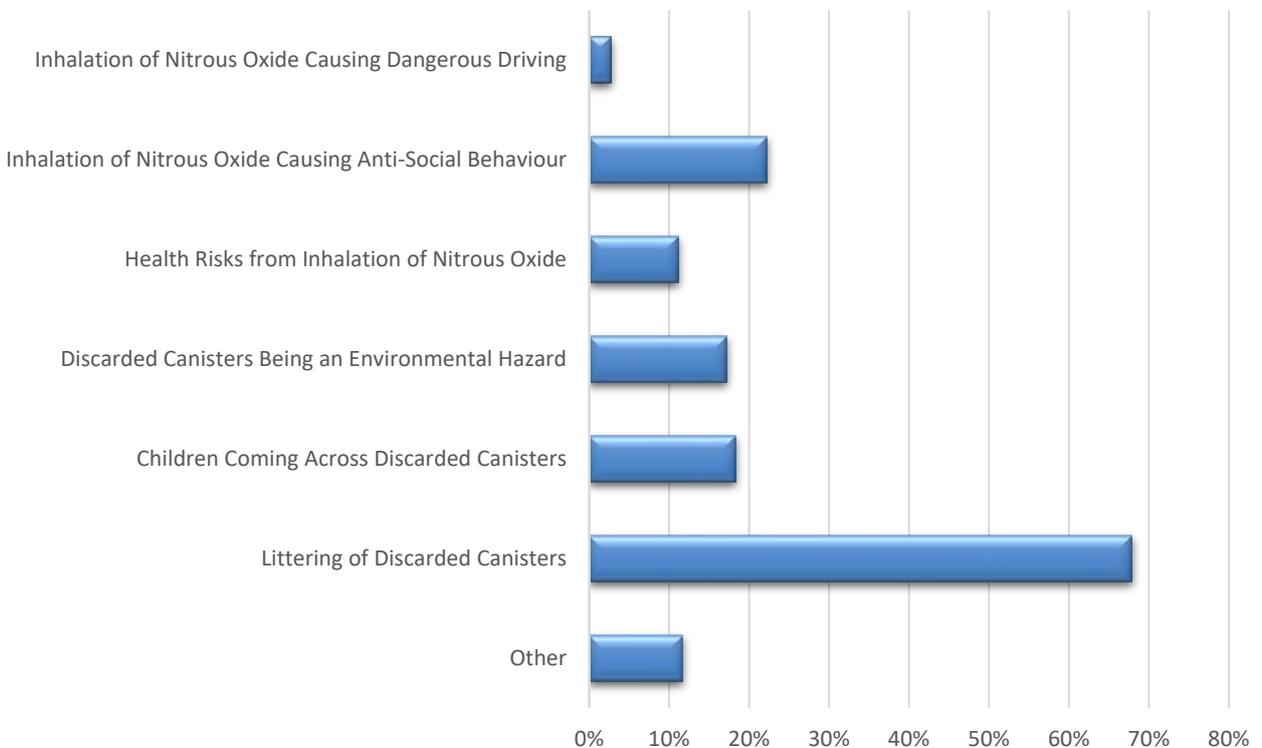


Figure 8: Reasons For Support Of The Proposed PSPO



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Report to Cabinet

3 November 2021

Subject:	Sandwell Residential Education Centres: Charges for the period 1 August 2022-31 July 2023
Cabinet Member:	Councillor Karen Simms - Cabinet Member for Children and Education
Director:	Interim Strategic Director Children and Education Katharine Willmette Acting Operational Director Children and Education Melanie Barnett
Key Decision:	Yes
Contact Officer:	Richard Oakes, Manager, Sandwell Residential Education Service richard_oakes@sandwell.gov.uk

1 Recommendations

- 1.1 That the Director Children and Education be authorised to implement term-time charges for Sandwell Residential Education Centres for the period 1 August 2022 - 31 July 2023 as shown in Appendix A attached.

2 Reasons for Recommendations

- 2.1 The report proposes charges which seek to make the centres accessible to as many Sandwell children and school groups as possible, whilst generating sufficient income to provide a high-quality service at zero revenue cost to the Council.



3 How does this deliver objectives of the Corporate Plan?

	<p>Best start in life for children and young people</p> <p>About 6,000 Sandwell children and young people experience residential visits to the centres each year, and about 2,000 experience day visits. The Residential Education Service contributes to the Council’s ambitions by:</p> <ul style="list-style-type: none"> • Raising aspirations and resilience by introducing participants to new experiences, places and challenges. • Helping young people to have skills for the future, by developing and applying transferable skills, attitudes and values, creativity and adventure, and environmental awareness, through direct experience. • Raising the quality of education and learning, by working with schools to enrich the broader curriculum.
	<p>People live well and age well</p> <ul style="list-style-type: none"> • Helping participants be healthier and happier for longer, by promoting healthy, active, enjoyable lifestyles and activities, and teaching how to identify and manage risk.
	<p>Strong resilient communities</p> <ul style="list-style-type: none"> • Lowering crime and anti-social behaviour by promoting good citizenship, positive traits and relationships. • Enhancing Sandwell’s reputation for getting things done. Retaining four residential education centres, with a focus on Sandwell priorities providing high value for the community, is increasingly recognised regionally and nationally as a success.

4 Context and Key Issues

4.1 Sandwell Residential Education Centres’ mission is “to provide sustainable lifelong learning opportunities for all Sandwell children, young people and adults to become healthier, happier and more successful through residential, outdoor and creative arts experiences.” In short, to deliver beneficial visits for as many Sandwell children as possible.



- 4.2 The intention is to have centres occupied for as much of the school year as possible, increasing attendance and positive outcomes for Sandwell children, and generating income year-round.
- 4.3 This report seeks approval to implement the charges attached as Appendix A, in line with the Residential Education Centres' business plan, to provide a sustainable, accessible service. The proposed charges are an increase of 2.4% on 2021-22 charges, in line with the consumer price index as of July 2021, rounded to the nearest pound.
- 4.4 An above-inflation increase of £10 during two months in high season at the Frank Chapman Centre is proposed, to meet additional costs when demand is high.
- 4.5 The centres are open to Sandwell maintained schools, Sandwell academy schools, and non-Sandwell schools and groups. The business plan aims to retain Sandwell children participation of 15 000 term-time bed nights, or 4 750 residential pupil visits, per year. The proportion of non-Sandwell schools using the centres has risen in recent years, bringing in more income; but there is capacity to accommodate more Sandwell schools and children.
- 4.6 The proposed charges (Appendix A) indicate the “commercial” charge to non-Sandwell schools. Sandwell maintained schools receive a 30% discount, and Sandwell academy schools a 20% discount. Sandwell academy schools receive a smaller discount because they have opted to take their share of local government finance to manage directly. These discounts for Sandwell children are financed by the residential education service's other income streams, including weekend, school holiday, and day visit educational courses and commercial events.
- 4.7 For 2021-22, Cabinet approved a reduction in low season charges to increase accessibility, participation and value particularly for Sandwell schools and children, and to encourage demand throughout the year and minimize empty periods, so increasing overall income.
- 4.8 There is greater demand in high season.



- 4.9 The proposal includes a discounted rate for large groups at three of the centres, to encourage greater participation, increase competitiveness, and overall to generate more income. Smaller schools will be encouraged to share to take advantage of these rates.
- 4.10 Sandwell Looked After Children will continue to be able to attend the centres free of charge with their schools during term-time.
- 4.11 Demand for Plas Gwynant is high, and it works at high occupancy levels. Operational costs at Plas Gwynant are higher than the other centres because of the adventurous nature of courses there. The proposed charges for 2022-23 reflect this.
- 4.12 It is anticipated that post Covid-19, many parents and possibly schools will face financial challenges. The service will continue to review efficiency and costs where possible to provide best value.
- 4.13 The Residential Education Service operates in a competitive market, with a zero-revenue budget since April 2017.
- 4.14 Centres have to generate annual income of £2 million to cover all revenue costs, including meeting pay awards.
- 4.15 Until the cancellation of courses at the end of March 2020 due to Covid-19, the service was projecting a balanced year-end budget for 2019-20. Further detail is set out in section 7.
- 4.16 The proposed new charges will be effective from 1 August 2022.
- 4.17 Sandwell maintained school and academy school discounts are largely covered by the generation of income at weekends and during school holidays. The proposal recommends that charges at these times will continue to be set at a rate determined by the Service Manager with Centre Heads.



4.18 **The current position**

4.19 The current charges are competitive, as indicated by the increase of non-Sandwell schools buying into the service. The proposals take account of sector charges; and seek to ensure year-round competitiveness, especially for Sandwell schools and Sandwell academy schools with 30% and 20% discounts respectively. The sector operates with very low margins. There may be fewer providers post Covid-19. There is little data yet on sector prices for 2022-23.

4.20 Sandwell maintained schools pay approximately 70%, and Sandwell academy schools about 80%, of the non-Sandwell schools rate.

4.21 Additional income to subsidise Sandwell charges is generated by weekends, day visits, holiday-time working, and commercial events, in part made possible by Council investment in the properties. Many of these are bespoke. The service manager obtained cabinet approval (SMBC03/07/2019 point 1.4, 17 July 2019) to set charges for these events to obtain best value for the Council.

4.22 **Consultation**

4.23 Service managers regularly review the market in residential education to ensure that Sandwell's centres are competitive. They also regularly receive feedback and communicate with Sandwell and non-Sandwell school leaders and group leaders, directly and in collective meetings. Low-season charges remain less than was the case two years ago, and accommodation options, for example groups sharing, have been increased.

4.24 **Sustainability of Proposals**

4.25 The proposed charges support the Residential Education Service business plan. The Centres operate a full cost-recovery revenue budget; all expenditure has to be covered by income generation. Income is monitored monthly on a centre by centre and service basis against profiled targets. Attendance figures are also monitored.



5. Alternative Options

- 5.1 Increasing charges above inflation risks less uptake of places, reduced overall income, and poorer social value.
- 5.2 Keeping charges at 2021-22 levels risks a shortfall in income and difficulties in balancing the budget when expenditure will rise with inflation.

6. Implications

Resources:	<p>The proposed charges support the Residential Education Centres' business plan and sustainable, accessible service provision for a zero-revenue target budget. They also support sustainable positive use of the Council's property assets, capitalising on recent investment.</p> <p>A 2.5% overspend was reported in 2018/19. The projected out-turn for 2019-20 was close to a balanced budget, prior to centres closing on 20 March 2020 because of COVID-19. The actual outturn was a 2.6% overspend for 2019/20. The centres were closed for almost all of 2020-21 financial year. However, bookings were strong at the time of closure, and forward bookings for 2022 calendar year with the three-season charging model are positive.</p> <p>The proposed charges are projected to increase term-time income by 2.4% in line with inflation as of July 2021. This will enable the service to meet all costs and balance its budget, although treasury forecasts are for inflation rising to 4% by the end of 2021.</p> <p>The budgeted income target for the four centres in 2021-22 is £2,005,000.</p> <p>The proposals assume that centres will be in a position to operate to their full potential by April 2022, following Covid-19.</p>
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Legal and Governance:	Direct provision of this service is not a statutory obligation on the Council. It is provided at the discretion of the Council to enrich the learning, life opportunities and experiences of the Borough's children and young people. There are no legal and governance considerations.
Risk:	<p>The centres make a positive contribution to citizenship.</p> <p>The Corporate Risk Management Strategy (CRMS) has been complied with – to identify and assess the significant risks associated with this decision/project. This includes (but is not limited to) political, legislation, financial, environmental and reputation risks. The risk associated with these proposals are considered acceptable and manageable subject to the centres being able to fully operate from April 2022 following Covid-19. The financial risks are amber or red, depending on length of closure, should one or more centres be closed for a period of time due to, for example, Covid-19. This risk remains regardless of agreed charges.</p> <p>There is at present a lead-in time for courses of approximately nine months, giving time for service review. A protracted period of closure of all four centres would result in financial loss averaging £40,000 per week to the Council, which may be difficult or impossible to recover through schools' insurance, cost-cutting, or additional income generation.</p>
Equality:	A screening exercise was completed and found that a full EIA was not required as the report is concerned with maintaining or increasing sustainable delivery of an existing service with no discrimination against service users.



Health and Wellbeing:	The centres all deliver Sandwell’s well-being charter, providing experiences beneficial to mental and physical health and well-being. They develop an appreciation of adventure and creativity, citizenship, and high aspirations. The centres work with a range of partners within and outside the Council to deliver projects and programmes of social value. Sandwell Looked After Children visiting the centres with their schools in term time do so free of charge.
Social Value	See Section 3 How the proposal delivers objectives of the Corporate Plan.

7. Appendices

Appendix A: proposed term-time charges for visits to Sandwell Residential Education Centres 2022-23.

8. Background Papers

None.



Appendix A.

Proposed per pupil 2022-23 term-time residential charges for Sandwell Residential Education Centres, inflationary rise of 2.4% (based on CPI July 2021)

Edgmond Hall, Frank Chapman, Ingestre Hall									Plas Gwynant	
4 nights					2 nights				4 nights	
Standard rate per student, (£)										
Season	2021-22 charge	Proposed 2022-23 charge	2021-22 Large group discount charge	Proposed 2022-23 Large group charge	2021-22 charge	Proposed 2022-23 charge	2021-22 Large group Discount charge	Proposed 2022-23 Large group charge	2021-22 charge (no large group discount)	Proposed 2022-23 charge
low	245	251	225	231	135	138	130	133	300	307
mid	290	297	270	277	155	159	150	154	330	338
high	315	323 (333FC)	290	298 (308FC)	170	174 (184FC)	160	164 (174FC)	370	379
Sandwell academy schools: standard rate -20% discount										
low	196	201	180	185	108	110	104	106	240	246
mid	232	238	216	222	124	127	120	123	264	270
high	252	258 (268FC)	232	238 (248FC)	136	139 (149FC)	128	131 (141FC)	296	303
Sandwell maintained schools: standard rate -30% discount										
low	171	176	158	163	95	97	91	93	210	215
mid	203	208	189	194	108	111	105	108	231	237
high	220	226 (236FC)	203	209 (219FC)	119	122 (132FC)	112	115 (125FC)	259	265

Notes.

1. Large group discounts encourage non-Sandwell schools to bring bigger numbers and more income. Large numbers: 65+ at Ingestre; 45+ at Frank Chapman and Edgmond. Plas Gwynant works close to maximum numbers, so no large number discount applies.
2. A minimum number requirement applies at all centres. Schools can share to meet minimum numbers.
3. Sandwell Looked After Children come free of charge with their schools during term-time.
4. 2-night courses are not normally offered at Plas Gwynant; and at Ingestre only at certain times.
5. Low season: the first 2 weeks of the autumn term; 20 Nov-31 Jan;
Mid-season: the third week of autumn term-20 Nov; Feb, March, April (and to SATs week, Plas).
High season: May, June and July (post SATs at Plas Gwynant).
6. Frank Chapman Centre pods are open Easter to October, with prices to be set at 85% of main centre charges, providing a lower-cost summer option.
7. Frank Chapman high season prices reflect the additional operational costs at that time of the year.

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Report to Cabinet

3 November 2021

Subject:	Procurement of Best Interest Assessor Services
Cabinet Member:	Adults, Social Care and Health Councillor Suzanne Hartwell
Director:	Rashpal Bishop Director of Adult Social Care
Key Decision:	Yes Request for decision on future of consultancy service for Best Interest Assessors of vulnerable adults requiring legal assessments around Deprivation of Liberty Safeguards (DoLS)
Contact Officer:	Suki Sandhu, Operations Manager, Safeguarding and DoLS Team suki_sandhu@sandwell.gov.uk

1 Recommendations

- 1.1 That approval be given to procure Best Interest Assessor services via the call-off agreement the Council has in place with Hays Specialist Recruitment Limited, since January 2018, under the provisions of the Birmingham City Council Managed Service Contract for the Provision of Temporary Agency Workers.
- 1.2 That the Director Law and Governance and Monitoring Officer be authorised to enter into appropriate contracts with Hays Specialist Recruitment Limited as a call off contract under the provisions of the Birmingham City Council Managed Service Contract for the Provision of Temporary Agency Workers.



2 Reasons for Recommendations

- 2.1 The reasons for the recommendations is for the Sandwell Deprivation of Liberty Safeguards service, to be compliant with the procurement rules and to align the recruitment of Best Interest Assessors with the Hays Framework.
- 2.2 The Sandwell DoLS (Deprivation of Liberty Safeguards) service has outsourced its Best Interest Assessors directly with the recruitment agency and this falls outside the formal procurement arrangements.
- 2.3 There is a need to ensure the procurement of Best Interest Assessors meet Procurement Regulations, facilitate market testing and fair competition for this service.
- 2.4 The Council has statutory responsibilities under the provision of the Mental Capacity Act (2005) to complete formal Deprivation of Liberty Safeguarding (DoLS) best interest assessments when a person who lacks mental capacity to consent to their care or treatment is being deprived of their liberty in a care home or hospital to keep them safe from harm.
- 2.5 In order to meet those responsibilities, the Council needs to appoint Best Interest Assessors on an as and when required basis.
- 2.6 There is a pre-existing contract for provision of temporary staff between Hays and Birmingham City Council, which is available to Sandwell MBC. Liquid Personnel are not the master vendor within this arrangement. Hays can source Best Interest Assessors and undertake all necessary employment checks required for this role.

3 How does this deliver objectives of the Corporate Plan?

	People live well and age well – making sure that when we have people in receipt of care and support in care homes/hospital, that we have the legal framework in place to ensure any identified restriction and controls are in place regarding their deprivation of liberty.
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4 Context and Key Issues

4.1 The Council has legal duties as part of the Mental Capacity Act (2005) to complete formal Deprivation of Liberty Safeguarding (DoLS) best interest assessments. The Deprivation of Liberty Safeguards 2009 (DoLS) is a legal procedure used when a person who lacks mental capacity to consent to their care or treatment is being deprived of their liberty in a care home or hospital to keep them safe from harm.

Where a deprivation is identified, the Managing Authority (care home or hospital), must apply to the Local Authority as the Supervisory Body for authorisation of the deprivation.

4.2 1,572 DoLS applications were received in the last financial year and completed by the current Best Interest Assessors resource.

4.3 The DoLS service currently have 10 Best Interest Assessors employed directly via the recruitment agency and they have their individual contract with the recruitment agency.

4.4 The Best Interest Assessors who carry out the assessments for Sandwell have been sourced through Liquid Personnel (LP). As LP are not Sandwell's agency supplier, we are sourcing workers outside of the agency contrafactual arrangements in place.

4.5 Sandwell have a contract with Hays (Birmingham City Council Framework) as the master vendor in sourcing all our agency workers. The current arrangements for sourcing Best Interest Assessors are not compliant with procurement rules.

4.6 The Local Authority recognises that there is a need to formalise this arrangement in addition to the need of retaining the existing resource for the consistency of the service.

4.7 As LP are a second tier agency of Hays, both agencies have agreed that all Best Interest Assessors will be sourced directly through Hays.



- 4.8 The DoLS service currently has £370,700 allocated annual budget for 2021-22. £375 is the cost per assessment. There will be a 2.5% additional cost to the DoLS service in moving forward with aligning the outsourced resource with the Hays Framework. Hence, charge rate of £384.62 per assessment.
- 4.9 In 2020-21 the Local Authority received 1,583 DoLS assessment requests of which, 1,481 assessments were completed. The difference in the current assessment rate of £375 per assessment, to the new assessment rate of £384.62 per assessment, will generate an annual approximate £14,250 pressure due to the additional assessment cost.
- 4.10 The DoLS Service aims to continue to provide completed Best Interest Assessments, using all reasonable skill, expertise and care as could be expected of a reasonable service provider carrying out similar services.
- 4.11 The framework agreement for provision of temporary/agency workers was let by Birmingham City Council in 2017 and is available to other local authorities to call off. The framework was let in compliance with the Public Contracts Regulations 2015 and offers Sandwell MBC a compliant route to market. The framework agreement is a master agreement whereby Hays Specialist Recruitment Limited supply worker as required either directly or by sourcing across the market; this is an advantage for roles where recruitment is difficult.
- 4.12 The Council has a call off agreement in place with Hays Specialist Recruitment Limited via the Birmingham City Council framework which it can utilise to source Best Interest Assessor services.

5 Alternative Options –

- 5.1 The alternative is for the Local Authority to consider its internal staff to support the Best Interest Assessment work. This option is challenging and not feasible due to the specialist training and qualification required that is currently suspended by many Universities due to efforts in preparation for the new legislation, Liberty Protection Safeguards.



- 5.2 The other alternative is for the Local Authority to continue procuring the Best Interest Assessors directly with the recruitment agency. However, this option is currently presenting its challenges as we are sourcing assessors outside of the Birmingham City Council framework.
- 5.2 Procurement of these services as a single contracting authority has proved difficult because of the strong demand on resources and the level of specialism required. The Council has been procuring services on an ad hoc basis. The proposed call off arrangement with Hays Specialist Recruitment Limited will give greater certainty of availability of resources and a more robust contractual basis for the services.

6 Implications –

<p>Resources:</p>	<p>Financial, staffing, land/building implications – no direct implication for internal staffing as the Best Interest Assessors are outsourced and external staff.</p> <p>The allocated budget to fund this activity in 2021/22 is £370,700. If demand matches that of 2020/21 there will be a significant overspend (£200,000+) which will be managed within overall Adult Social Care resources. If implemented, the proposal will increase costs by 2.5%; creating an additional pressure on the budget for this area.</p>
<p>Legal and Governance:</p>	<p>Recruitment of Best Interest Assessors from Hays Specialist Recruitment Limited via the Birmingham City Council framework agreement for provision of temporary workers is compliant with the Council's Procurement and Contract Procedure Rules and with Public Contracts Regulations 2015.</p> <p>The Council continues to deliver on its legal duties as part of the Mental Capacity Act (2005) to complete formal Deprivation of Liberty Safeguarding (DoLS) best interest assessments.</p>
<p>Risk:</p>	<p>Risk implications, including any mitigating measures planned/taken, health and safety, insurance implications – No significant risks have been identified. There will be administrative transition for the Best Interest Assessors and the management of</p>



	<p>their timesheets however, this is not a significant risk. The new framework will make sure that there is sufficient contract indemnities and insurances available so that the risk is adequately transferred under the contractual arrangements.</p> <p>The given recommendations present no risk in relation to the forthcoming legislation, Liberty Protection Safeguards.</p>
Equality:	<p>Implications for equality (all aspects and characteristics) including how meeting Equality Duty, equality impact assessments – high level impact assessment completed, does not require a detailed assessment.</p>
Health and Wellbeing:	<p>Implications of the proposals on health and wellbeing of our communities – we will ensure that vulnerable adults have the necessary and proportionate restriction in place to promote their wellbeing.</p>
Social Value	<p>Implications for social value and how the proposals are meeting this (for e.g. employment of local traders, young people) – the expectation is for Hays to continue to support the recruitment of local resource to complete the work in the local communities. There will be arrangements in place for contractual monitoring and reviews and auditing around the quality of completed assessments and work.</p>

7. Appendices

Appendix A - Variation Agreement



VARIATION AGREEMENT

THIS VARIATION AGREEMENT is made on the 27th April 2021

BETWEEN

(1) **BIRMINGHAM CITY COUNCIL** of the Council House, Victoria Square, Birmingham B1 1BB (the "Council")

And

(2) **HAYS SPECIALIST RECRUITMENT LIMITED** (company registration number 975677) of 4th floor, 20 Triton Street, London, NW1 3BF (the "Contractor");

WHEREAS

- The Council and the Contractor entered into a Managed Service Contract for the Provision of Temporary Agency Workers dated 15 June 2017 ("the Master Agreement").
- Pursuant to clause 5.2 of the Master Agreement, the Council and the Contractor wish to vary the Master Agreement as set out below.
- Words, expressions and defined terms used in this Variation Agreement shall have the same meanings as those used in the Master Agreement.

IT IS HEREBY AGREED as follows:

1. In the event of any conflict between the terms of the Master Agreement and the terms of this Variation Agreement, then the terms of this Variation Agreement shall apply.
2. Other than those provisions which are expressly varied in accordance with the terms of this Variation Agreement, the provisions of the Master Agreement shall continue in full force and effect.
3. The parties agree that the following clause shall be added to clause 2.1 of Schedule 3:

The Council agrees that the following Table 7 should be used to calculate the Temporary Workers' Agency fee for the role of Best Interest Assessor to undertake Deprivation of Liberty Safeguards (DoLs) Assessment via the agency Liquid Personnel

Table 7

TEMPORARY AGENCY WORKERS	RATE - PER HOUR (except where stated otherwise)
	Agency fee (fixed pence mark-up except where stated otherwise)
Social Care Qualified (DoLs Assessment)	£375 per assessment

For the avoidance of doubt:

- a) The fees/mark-up in the above Table 7 will apply to all new Best Interest Assessor roles to undertake a DoLs Assessments on or after the effective date of this Variation Agreement.
- b) The Contract Management Fee of 1% will be charged in addition to the £375 fee
- c) A Management Fee of 1.5% will be applied in addition to the £375 fee.
- d) The combined management fees will be a 2.5% margin.

It is agreed between the parties that the following Temporary Workers will remain with Liquid Personnel under their existing rates and commercial arrangement with Sandwell Metropolitan Borough Council until the end of their current Assignment.

TEMPORARY WORKER	JOB TITLE	TEMPORARY WORKER RATE	CHARGE RATE
[REDACTED]	Best Interest Assessor	£300	£375
[REDACTED]	Best Interest Assessor	£300	£375
[REDACTED]	Best Interest Assessor	£300	£375
[REDACTED]	Best Interest Assessor	£300	£375
[REDACTED]	Best Interest Assessor	£300	£375
[REDACTED]	Best Interest Assessor	£300	£375
[REDACTED]	Best Interest Assessor	£300	£375
[REDACTED]	Best Interest Assessor	£300	£375
[REDACTED]	Best Interest Assessor	£300	£375
[REDACTED]	Best Interest Assessor	£300	£375
[REDACTED]	Best Interest Assessor	£300	£375

Should the pay rates in the above table be adjusted, the Contractor shall amend the rates as agreed by the Council.

4. The parties agree that the following example calculations shall be added to clause 8 of Schedule 3 of the Master Agreement:

Example charge rate calculation for a DoLS Assessment:

Assessment Cost	£375.00
Contract Management Fee (1% margin)	£3.85
Management Fee (1.5% margin)	£5.77
Charge rate	£384.62

5. This Variation Agreement shall be effective from the date of the last signature.
6. This Variation Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.

Signed:

Signed:

Name:

Name:

Position:

Position:

Date:

Date:

For and on behalf of Hays Specialist
Recruitment Ltd (the Contractor)

For and on behalf of
Birmingham City Council (the Council)

Report to Cabinet

3 November 2021

Subject:	Highway Winter Service Operational Plan 2021/22
Cabinet Member:	Cllr Ahmad Bostan – Cabinet Member for Environment
Director:	Nicholas Austin – Interim Director of Borough Economy
Key Decision:	Yes
Contact Officer:	Mathew Burling – Senior Engineer Maintenance Mathew_Burling@sandwell.gov.uk

1 Recommendations

- 1.1 That approval be given to the Highway Winter Service Operational Plan 2021/22 as set out in the appendix.

2 Reasons for Recommendations

- 2.1 Approval is sought to the Highway Winter Service Operational Plan for 2021/22.
- 2.2 Road users and the wider community place a high value on keeping traffic moving safely in snow and freezing winter weather. Failure to do so can result in adverse economic and social impacts, public dissatisfaction and significant reputational damage.



- 2.3 The council has a statutory duty ‘to ensure, so far as reasonably practicable, that safe passage along a highway is not endangered by snow or ice’. The duty is not absolute, but decisions must be taken on reasonable grounds with due care and regard to relevant considerations set out in best practice guidance.
- 2.4 To meet this duty, winter service operations are carried out to prevent ice forming (precautionary salting), melt ice already formed (post salting) and remove snow accumulations by using ground rock salt which is stored at Taylors Lane Depot in Oldbury.
- 2.5 Our highways (both carriageways and pavements) are the arteries of our communities. They connect our residents to employment, education, local services and indeed the wider world. They enable economic growth, social mobility and are vital in ensuring good health outcomes.
- 2.6 They also play an important role in the life of a community, particularly the positive opportunities that they can bring from social inclusion and interaction.
- 2.7 The implication for our 2030 vision if we get our Highway Winter Operational Plan wrong will be reduced economic and physical activity resulting from residents being less likely to travel as well as higher costs for users of our highway from increased wear and tear and accident damage.

3 How does this deliver objectives of the Corporate Plan?

	<p>Best start in life for children and young people Good, well maintained highway infrastructure will encourage more walking and cycling among our younger people increasing their wellbeing, improving road safety and promoting cleaner air quality.</p>
	<p>People live well and age well The Highway environment plays an important role in the life of the community, particularly the positive opportunities that they can bring from social inclusion and interaction.</p>



	Good quality Highways infrastructure will make our communities feel safe, more protected and confident in their homes and neighbourhoods.
	The implication for our 2030 vision is if we fail to procure appropriate resources we will be unable to deliver our Highway Winter Operational Plan which will lead to reduced economic and physical activity resulting from residents being less likely to travel as well as higher costs for users of our highway from increased wear and tear and accident damage.
	Our highways (both carriageways and pavements) are the arteries of our communities. They connect our residents to employment, education, local services and indeed the wider world. They enable economic growth, social mobility and are vital in ensuring good health outcomes.

4 Context and Key Issues

- 4.1 Given high service costs it is not 'reasonably practicable' to provide the service on all parts of the network nor ensure running surfaces are always kept free of ice or snow. Sandwell therefore apply a risk-based approach that reflects advice and recommendations contained in the relevant Codes of Practice.
- 4.2 Cabinet approval is sought for the application of the risk-based decision-making process outlined within the Highway Winter Service Operational Plan 2021/22 such that Cabinet can demonstrate support for the decisions made.
- 4.3 There are only minor changes to the plan approved last year.
- 4.4 Treatment of our road network is prioritised as follows:

Priority 1: classified A roads being strategic and main distributor roads carrying long distance traffic or routes linking urban centres;

Priority 2: classified B and C heavily trafficked roads, all bus routes and roads serving key locations and important buildings e.g. hospitals, commercial centres.



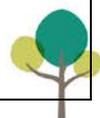
- 4.5 Priority 1 and 2 roads are 47% of the total carriageway lane length of 882 km.
- 4.6 Our key service standard is to complete precautionary treatment of Priority 1 and 2 roads within 4 hours from decision to treat at typical spread rates.
- 4.7 Resources and practicability mean that only pavements defined in our Category 1(a) Prestige Areas, being major shopping streets in town and district centres, are prioritised for treatment. No other pavements receive planned treatment. Prioritised pavements may receive precautionary treatment when the forecast indicates that hoarfrost or snow is likely.

5 Alternative Options

- 5.1 There is no recommended affordable alternative to mitigate the safety risks addressed by the Winter Service Operational Plan 2021/22.

6 Implications

Resources:	<p>The Winter Service is funded from the Highways Maintenance target revenue with an allocation of £540,000 based on an ‘average’ winter.</p> <p>There are both fixed and variable elements to the service cost.</p> <p>Fixed costs incurred, irrespective of winter severity, are £371,000 and include plant (gritters), labour (stand-by), management and duty staff, weather forecasting, salt bins, annual service charges, training etc.</p> <p>The variable costs depend on winter severity. The budgeted cost for an ‘average’ winter season based on 55 precautionary treatments is £169,000 and includes labour (turn outs), salt consumed, fuel, plant repairs etc.</p>
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Whilst the severity of the winter does impact on the actual level of expenditure incurred any costs associated with the winter maintenance service will be met from within Highways Services target budget.

A key service risk relates to third party liability claims arising from accident and injury due to condition of the highway or non-compliance with statutory obligations. The duty is not absolute, but decisions must be taken on reasonable grounds with due care and regard to relevant considerations as set out in best practice guidance 'Well-managed Highway Infrastructure'. The Winter Service Plan 2021-22 sets out the council's arrangements for delivery of the winter service to meet its legal obligations to mitigate this risk which requires the use of ground rock salt. #

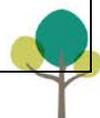
Legal and Governance:

The principal statutory duty imposed on highway authorities to maintain the highway maintainable at public expense is set out in Section 41 of the Highways Act 1980.

Section 41 (1) of the Highways Act, as modified by the Section 111 of the Railways & Transport Act 2003, imposes a duty on a highway authority 'to ensure, so far as reasonably practicable, that safe passage along a highway is not endangered by snow or ice'.

The duty is qualified by 'reasonable practicability'. So, therefore, it would not be reasonable to expect to:

- provide the service on all parts of the network; or
- ensure roads are kept free of ice or snow at all times.



	The Traffic Management Act 2004 imposes a network management duty on a council to manage day-to-day operational use of its highways to 'keep traffic moving'. This duty extends to periods of severe winter weather.
Risk:	<p>Highway maintainable at public expense. This will help deliver the aims and objectives as set out in the Corporate Asset Management Plan and The Highway Asset Management Plan aimed at ensuring the safety of the highway network.</p> <p>The council has a duty to meet its legal obligations to mitigate service risks related to third party liability claims arising from accident and injury due to condition of the highway, the cabinet approved Winter Maintenance Plan sets out the council's proposed arrangements for delivery of the winter service for which rock salt is required for effective and efficient use on the public highway.</p>
Equality:	An equality impact assessment has not been carried as maintaining the highway infrastructure maintainable at public expense is not believed to impact significantly against the protected characteristics.
Health and Wellbeing:	The cabinet approval of the winter service plan for 2021/22 will support 2030 Ambitions 5 and 6 in keeping the roads operating safely and efficiently during freezing conditions.
Social Value	Not applicable in this instance.

7. Appendices

Appendix A - Sandwell MBC Winter Service Plan 2021 – 2022



8. Background Papers

- 8.1 Well-managed Highway Infrastructure – Code of Practice Last updated October 2016
- 8.2 Regeneration and Economy Business Plan 2015 – 2018
- 8.3 Sandwell MBC Highway Asset Management Plan 2014-2015 (approved 12 November 2014)



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Winter Service Plan

2021 - 2022

Highway Services

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INTRODUCTION

Winter Service is the term given to the key network management activity of maintaining safety, availability and reliability of the road network during periods of low temperatures, ice and snow.

In England, weather is notably unpredictable, and the occurrence of wintry conditions varies considerably through the season and from year to year. Generally severe conditions might reasonably be expected in December, January and February; are less likely in November and March and are possible but unlikely in October and April.

Operational winter service periods need to be defined, to strike a balance between economy and an effective service. To plan resources regularly on the assumption of a long hard winter would be wasteful, but to do so on the assumption of a short, mild winter could lead to a deficient service at times.

Planning should be undertaken between these extremes, but with enough back-up at reasonable notice to react to unforeseen circumstances.

Put simply, resources should be directed:

- in the right way
- in the right place
- at the right time
- be affordable

Winter Service comprises the treatment of the highway to:

- i) Prevent ice from forming (precautionary salting)
- ii) Melt ice that has already formed (post salting)
- iii) Remove snow

Winter Service forms an integral part of the highway maintenance function and nationally highway authorities spend over £100 million per year on salting and snow clearing operations. Most of this money is spent on salting, either pre-salting to prevent the build-up of ice, or post salting to disperse ice that has already formed.

Although there are times during a winter when exceptional conditions may persist, such as heavy or drifting snow, most winter service operations can be planned in a systematic manner. The extent of this planning will be dependent upon the nature of each authority and the severity of an average winter.

This Winter Service Plan sets out the policy, service standards and operational arrangements for an efficient, effective and proportionate response to winter conditions on Sandwell MBC's highway network during periods of low temperatures, ice and snow.

The standards set out in this Plan for the Winter Service reflect the advice and recommendations contained in the Code of Practice for Highway Maintenance – "Well-

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maintained Highway Infrastructure” published in October 2016 (which superseded the well-maintained highways code).

POLICIES AND RESPONSIBILITIES

The objective is to provide a winter service which, so far as is reasonably practicable, will permit the safe movement of traffic along a priority network, whilst minimising delays and accidents during periods of low temperatures, ice and snow.

Good practice is also important to minimise both the environmental impact of salt and affordability implications.

Highway authorities are under a statutory duty - by virtue of the Highways Act 1980, to maintain the highways.

Section 41: "The authority who are for the time being the highway authority for a highway maintained at the public expense are under a duty, to maintain the highway."

Section 41 (1A) "In particular, a highway authority are under a duty to ensure, so far as is reasonably practicable, that safe passage along a highway is not endangered by snow or ice."

Section 130: "It is the duty of the highway authority to assert and protect the rights of the public to the use and enjoyment of any highway for which they are the highway authority....."

Section 150: "If an obstruction arises in a highway from accumulations of snow the highway authority shall remove the obstruction....."

Recent legal judgement has concluded that there is no duty upon authorities to remove ice from highways under the general responsibility to "maintain the highway" in Section 41. It is important to note that this judgement does not remove liability in all circumstances.

However, it is important to recognise that in the context of a highway authority's statutory maintenance duty that: -

- i) The highway authority is not obliged to take preventative measures in anticipation of snow and ice.
- ii) The duty to clear ice and snow from maintainable highways is not absolute and the authority will be under no liability unless the breach of duty to maintain is blameworthy. In other words, so long as the decision as to whether or not to act has been taken on reasonable grounds, with due care and with regard to relevant considerations, the authority will not be liable.
- iii) It has been said judicially that when there is a transient danger due to the elements, be it snow or ice or heavy rain, the existence of danger for a short time is no evidence of a failure to maintain the highway.

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The statutory duties outlined above are delegated to the Director of Borough Economy.

Delivery of the Winter Service Plan is carried out by Highways Services.

The Group Manager Assets and Permits within Highway Services is the responsible person for operational management and delivery.

Key Highways Services roles include: Duty Officer (decision maker), Operational Team Leader, Duty Operational Supervisor, Drivers, Operators and Observers based either at Oldbury Council House, Oldbury or at the Highways Operational Depot at Taylors Lane, Oldbury

Our Waste Improvement Partner based at Shidas Lane, Oldbury provides additional resources in some circumstances.

The Winter Maintenance Service is funded from the Highways Maintenance target revenue budget. This account is cash limited and any under/over spends are required to be contained within this budget. Whilst every attempt is made to do so, inevitably with the worst and most unpredictable part of the winter falling near the end of the financial year, some difficulties may be experienced in budget management.

The budget is set based on an assumed average winter requiring 55 precautionary treatments as follows;

Spreading Operations

Fixed Costs (incurred regardless of severity of winter)

Item	£
Plant	256,000
Operations Labour stand by (18 weeks)	38,000
Management and Duty Officer Staff	17,000
Road Weather Forecasting (West Midlands Consortium)	8,000
Road Weather Information Service – Icelert	10,000
Communications, GPRS, service charges, Training, weighbridge	27,000
Total	356,000

Variable Costs (vary with severity of winter)

Item	£
Labour for average winter of 55 operational 'turn outs'	41,000
Salt (consumed)	90,000
Fuel	12,000
Vehicle repairs	6,000
Total of Variable Costs	149,000

Total Cost for Spreading Operations is £505,000.

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Grit Bins

Additional costs for providing and maintaining 545 grit bins

Item	£
Provide, replace & maintain grit bins	15,000
Refill salt bins	20,000
Total	35,000

Total service cost £540,000 of which £371,000 is fixed with predicted variable costs of £169,000.

Off Highway Operations

This plan sets out the operational arrangements for meeting the Council's obligations as Highway Authority.

However, as a Local Authority with wider responsibilities and functions, dealing with the problems associated with winter weather necessarily involves other functional areas within the Council.

Ground Care operatives provide support across other areas of the Council in assisting with snow clearing and gritting operations.

The deployment of resources from Ground Care depends largely on the scale and period of inclement weather.

Resources available include 2 and 4-wheel drive tractors with front buckets, gritting facilities, lorries and pick-up trucks.

QUALITY PLAN

Forecast Data

General Arrangements

The information used in decision making will in most cases be a combination of a road weather forecast and Road Weather Information System (Icelert) sensor data.

The main weather prediction service used by Sandwell MBC is the highways package provided by MetDesk. This service is designed specifically for Highway Authorities and their agents to give road condition specific weather forecasts and a 24-hour consultancy contact.

The Road Weather Information System in use by Sandwell MBC is Findlay Irvine's 'Icelert' system. This system involves 2 remote weather stations within Sandwell with access to the data from these sites and those of neighbouring authorities via a password protected website.

Data from these sites is collected and archived daily and may be referred to at a later date. This is particularly useful when forward planning and for dealing with insurance claims.

Report Sheets

Every morning post action during the winter maintenance season, operational staff at Taylors Lane Depot complete a report on operational matters. This report notes what action was undertaken, the time each vehicle left the depot and the time each vehicle returned. Also noted are any problems, which were encountered, be they vehicular (i.e. breakdown or accident) or operational (i.e. access problems due to parked cars).

Summary Action Sheets and Monitoring

Daily during the winter maintenance season, the Duty Officer will complete the 'Winter Maintenance Duty Engineer Log Sheet' detailing that night's activities. An example sheet is included at Appendix A. This notes the time and content of any telephone conversations with either the duty weather forecaster at MetDesk. or Operational staff, along with the time of any decision made regarding the night's winter maintenance actions.

All Sandwell MBC gritting vehicles are fitted with a winter report telematics platform (GPRS) to enable tracking of vehicles and logging of the actions performed. Information gathered provides a regular snapshot of the vehicle's position, speed and direction of travel as well as its operational/activity status. This information is collected and presented on a specialist password protected website and enables routes to be fully audited from a remote position whilst also providing accurate and comprehensive treatment records.

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Performance Monitoring

At the end of each month MetDesk. provides each customer with performance statistics for the accuracy of their forecasts. At the end of the Winter Season, a meeting is convened between MetDesk. and the West Midlands Authorities to discuss their performance and also to identify where any improvements can be made.

ROUTE PLANNING

Sandwell Council is the Highway Authority for all roads within the Borough boundary other than the Midlands Links Motorways, which are maintained by agents working on behalf of National Highways.

Carriageway

The classifications and lengths of public highway are as follows;

Road Classification	Lane Length
Principal Roads	127.1 km
B Roads	36.9 km
C Roads	54.5 km
Unclassified Roads	649.2 km
Back Lanes	14.0 km
Total Network length	881.7 km

Resources do not permit all roads to be treated and hence a priority network has been established which covers approximately 414 km of lane length being 47% of the total network lane length (excluding Back Lanes).

The carriageways on the priority network are divided into two categories;

Priority 1 – treated length of 127.1 km

These are the Borough's Principal Roads (Class A). The Principal Roads form the backbone of the road network within the Borough.

Priority 2 – treated length of 286.9 km

All Non-Principal Roads (Class B & Class C) and other roads, though less important comprising of other heavily trafficked routes, all bus routes and roads serving other key locations and important buildings e.g. hospitals, commercial centres etc.

Other roads within the Borough are not treated other than in exceptional circumstances when severe weather conditions occur and then only when all priority routes have been cleared.

Priority Route Descriptions

The Department for Transport's report 'Transport Resilience Review – A review of the resilience of the transport network to extreme weather events' published in July 2014 recommended that local highway authorities identify a 'resilient network' in order to maintain economic activity and access to key services during extreme weather.

Priority 1 roads define our 'resilient network' and are divided into five separate routes (P1 to P5).

Priority 1 routes are detailed at Appendix B.

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8 routes (R1 to R8) cover the whole priority network (Priority 1 and 2 roads together) and are detailed at Appendix C.

A 9th route has been established which retains the roads from the priority 1 and 2 networks, the route will be completed by a small pick-up truck with a demountable spreader as in past years some roads have become difficult to treat due to poor parking. Appendix D details the planned route for this smaller spreader. These roads may change during the winter as road conditions change with parking etc. This additional resource helps provide assurance that those roads on priority 1 and 2 routes can be treated even where difficulties are encountered.

Routes have been drawn up in consultation with adjacent local highway authorities and motorway maintenance agents for National Highways to achieve consistency of treatment.

It is inevitable that minor alterations to the network will be required from time to time throughout the winter season as traffic patterns are altered by reason of diversions or road closures.

Call out criteria

Priority 1 routes are only treated, when heavy snow conditions exist. This is the 'resilient network' and is the priority for snow clearing during extreme winter weather events.

Priority 1 and 2 routes are to be treated, when forecasts indicate that formation of ice or snow is likely.

Response and treatment times

Target response and treatment times are:

Route	Rate of Spread gm/sq.m	Response Time ¹ Hours	Treatment Time ² Hours	Total Hours
Priority 1	20-40	1.0	2.0*	3.0
Priority 1 and 2	10-20	1.0	3.0	4.0
Priority 1 and 2	30-40	1.0	6.0	7.0

*subject to snow conditions

1. period between decision being taken to begin treatment and vehicles leaving the depot
2. the period between vehicles leaving the depot and the completion of priority routes

The target turnaround time (the period between a vehicle completing salting on a route and being ready to recommence salting having reloaded at the depot is 1.0 hours.

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Footways

Resources do not permit all footways to be treated. A priority network has been established based upon the footway hierarchy recommended in the Code of Practice Well Maintained Highways.

Category 1(a) Prestige Area footways are major shopping streets in town centre and district centres.

Category 1(a) Prestige Area footways are the priority.

Footways Category 1(a) Prestige Areas are detailed at Appendix E.

Prioritised footways may receive precautionary treatment when the forecast indicates that hoarfrost or snow is likely.

Other categories of footway or footpath maintainable at public expense are not treated.

Precautionary treatment of footways will be undertaken by operational staff from Sandwell MBC's Waste Improvement Partner (WIP) based at Shidas Lane Depot, Oldbury. When the Duty Officer instructs WIP Supervisor that treatment is required, operatives will commence salting activities from 0630 with a target treatment time of 2.5 hours.

WEATHER PREDICTION AND INFORMATION

To be most effective, salt should be spread before either ice or snow settles on the carriageway. Anticipating these conditions and reacting appropriately, depends upon a mixture of local knowledge and experience, along with good local weather forecasting and an awareness of the current condition of the road.

Weather Forecasting Service

The 'RoadCast' weather forecasting service is received via a contract through Wolverhampton City Council from MetDesk.

In accordance with common practice and the requirements of the seven West Midlands Authorities, MetDesk will provide the following forecasts and summaries by the times stated:

- forecast issued by 12:00 hours detailing the expected conditions for the following 36 hours including:
 - Min air and Road Surface Temperatures with time crossing zero degrees
 - Relative humidity and dew point
 - Likelihood and timing of precipitation
 - For a forecast of snow, its timing, amount, type, direction, whether drifting is likely to occur and the height above sea level at which accumulation is likely
 - Wind speed and direction
 - Confidence levels in the forecast
- 2-10 day outlook issued with the 36 hour forecast including:
 - A general synopsis and anticipated trends
 - Specific condition reports
 - Confidence levels in the forecasts (Low, Medium or High)
- Site Specific Forecasts issued by 14:00 hours that include:
 - Graphical representation, against time, of predicated road surface temperatures, air temperatures and surface conditions.
 - Textual site specific forecasts.
- Evening updated forecasts 24 hour text and site specific graphs issued at 18:00 hours.
- 24 hour Telephone Consultancy Service
 - MetDesk provide a 24/7 telephone consultancy service throughout the Winter Service season, to give advice on weather conditions and to discuss issued forecasts.
- Proactive Communication Regime
 - Pager based contact system for severe weather and significant change in forecasts.
 - Sensor monitoring service.
- Dedicated Website access through www.metdesk.com
- Monthly and End of Season Analysis of forecasts including:
 - Synopsis of weather conditions during the period
 - Forecast site accuracy analysis
 - Pie charts detailing the frost prediction accuracy
 - The bias and root mean square error in the forecast of minimum RST

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This full service operates from 1st November through to 30th April. During October and May a reduced service is available whereby Road Weather Warnings are only issued as necessary. The telephone Consultancy Service remains available at all times.

Forecast information is received by email direct to relevant staff and through both www.metdesk.com and www.icecert.net. Upon receipt of the forecast an early warning message is posted on notice boards at the operational depot for information to operatives on duty.

Should the forecast change significantly, MetDesk will contact the Duty Officer with a revised forecast using a pager system. Messages will give a brief description and direct staff toward further information.

A further aid to decision-making is provided by the weather forecasting service access to the roadcast.co.uk website. This site provides access to all of the aforementioned data plus a host of current radar images including precipitation intensity and type. This gives a visual indication of the progress of precipitation in various forms as it moves across the region and is of particular interest when snowfall is forecast.

Road Weather Information System (RWIS)

Sandwell MBC operates a Road Weather Information System manufactured by Findlay Irvine Limited, Edinburgh. This system, known as 'Icelert' allows for remote and instant access to outstations indicating current road surface and atmospheric conditions. A bureau system based at Findlay Irvine's headquarters allows access to the information via a secure, password protected website at www.icecert.net. The bureau also archives all data for future use as required.

The data available from the Icelert outstations is presented in both graphic and tabular format and includes:

- Road surface temperature
- Road surface condition (salt levels and presence of precipitation)
- Deep road temperature
- Air temperature
- Relative humidity
- Wind speed and direction

There are 2 Icelert outstations within Sandwell located at:

- ROWLEY HILLS: Oakham Road, Tividale near Darbys Hill Road junction
- WEDNESBURY OAK ROAD: Wednesbury Oak Road, Tipton approximately opposite ASDA store

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Throughout the West Midlands Metropolitan Authorities area there are 29 Icelert sites and access to these sites is shared between the seven Local Authorities and agents within this area.

Calibration of the Icelert outstations is carried out by the equipment manufacturer, Findlay Irvine Limited during September or October and January every year to ensure accuracy is maintained.

Any faults with the Icelert.net bureau service should be reported to Findlay Irvine as soon as possible. The appropriate 24-hour emergency contact details are detailed on their website. Faults with the outstations within Sandwell should be reported to Highways Services who will arrange for the necessary repairs or maintenance to be carried out.

Whilst good local weather forecasts are essential, due to the varied local conditions and topography of the Borough, other factors may have to be considered in reaching a decision e.g. recent pre-salting actions and therefore no specific action can be determined for a particular forecast. The decision maker is the Duty Officer.

Forecast sites:

Birmingham	YARWOOD	Yardley Wood Road (New)
Coventry	COVRR	Coventry Ring Road / London Road
Dudley	AUDNAM SEDGELEY	Camp Hill Audnam A463 Gospel End Road / Cotwall End Road
Solihull	SOLGA CRANMORE	A4177 Kenilworth Road at Gambles Garage Cranmore Boulevard
Walsall	BARR BEACON	A5 / A452 at the Rising Sun PH
Wolverhampton	WOLRRBR	Wolverhampton Ring Road / Bilston Road

Other Sensor Sites:

Birmingham	BHAM CITY BISHWAY COVFORRD COVRD HAGRD	Paradise Circus Queensway A5127 Lichfield Road, Sutton A45 Coventry Road, Yardley A45 Coventry Road, Yardley A456 Hagley Road / Quinton Expressway
	HAGWOL	A456 Hagley Road / A4123 Wolverhampton Road
	KINGRD	A38 Kingsbury Road / Tyburn Road

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	MERGN REDRD WALSRD	A5127 Lichfield Road, Sutton A441 Redditch Road, West Heath A34 Walsall Road, Perry Barr (Vaisala site)
Coventry	CORLEY COV01A45	Tamworth Road at the City boundary A45 opposite the Windmill Hotel and Golf Course
Dudley	DUDHG	A456 Hayley Green Island
Sandwell	ROWLEY WEDOAK	Oakham Road / Darby's Hill Road Wednesbury Oak Road, Tipton
Solihull	SOLCRAN	A3400 Stratford Road / Cranmore Boulevard
Walsall	KEYWAY BROWNHILLS	A454 Keyway, Willenhall A5/A452 at the Rising Sun PH
Wolverhampton	WOLRR WOLSTFRD WOLWOODX	Wolverhampton Ring Road / Chapel Ash Stafford Road / Greenfield Lane Dovedale Road, Woodcross

ORGANISATIONAL ARRANGEMENTS AND PERSONNEL

Duty Officer

During normal office hours, management of the winter maintenance service is undertaken by Highways Services officers based at Oldbury Council House, Oldbury including a nominated Duty Officer. Outside normal office hours or when working from home the Duty Officer will have remote access to MetDesk forecasting information via the internet and telephone.

The Duty Officer shall monitor weather forecasts and Road Weather Information Systems and make the appropriate decision for required actions. The Duty Officer is responsible for the overall co-ordination and management of operations. Duty Officers will operate on a rota basis, generally week on week off, and will be contactable by telephone at all times during their period of duty using their office number, a mobile phone, their home number and other numbers as necessary.

At the end of duty period the Duty Officer will ensure on hand over that all relevant information is communicated to the new Duty Officer including if necessary a copy of the Duty Log.

The Duty Officer will maintain a Duty Log (Appendix A) in which records of all decisions made and actions taken. This log is of particular importance during marginal or adverse weather conditions, where particular note will be taken of any contact with MetDesk (who/when/advice given), reports of problems on the network, changes in forecast affecting decision and all other such relevant detail.

In addition, the Duty Officer will post a notification message onto the Message Centre of Icelert.net. This webpage is accessible to all West Midlands Authorities. The Icelert.net Message Centre will also accept information and action taken from neighbouring authorities in the form of an email and display this within the message board. Finally, the Message Centre will also automatically send text messages to key personnel within Sandwell MBC (all Duty Officers, all Operational Supervisors and Communications Office staff).

There are 3 Highway Services staff on the Duty Officer rota.

The lead Duty Officer will have attended the Institute of Highway Engineers Winter Services Training for Decision Makers and Managers supplemented by a number of years on the job experience.

All Duty Officers will receive periodic training updates in weather forecasting and meteorology as provided by the weather service forecasting provider or similar.

Other Duty Officers will receive on the job mentoring and supervision provided by the lead Duty Officer.

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Operational

For our Operational Division, operatives out of hour's standby arrangements are in place during the core winter service period. Where the long-range weather forecast indicates, or the prevailing conditions dictate, the standby period may be extended to cover the overall winter service period. Out of Hours Standby is from home, operatives being contacted by telephone.

Duty Operational Supervisors will be experienced and trained personnel with responsibility for operational control at Taylors Lane Depot. All Operational Supervisors must hold a Heavy Goods Vehicle licence, attain the City and Guilds Institute Scheme 6159 Winter Maintenance Operators Qualification and the City and Guilds Institute Scheme 6159 Winter Maintenance Manager/Supervisor Qualification or equivalent.

Duty Operational Supervisors will co-ordinate all Winter Service operations from the depot and ensure they are undertaken in a safe manner. They will also relay observed local weather, carriageway and footway conditions to the Duty Officer. The Duty Operational Supervisor will also ensure the accurate recording and reporting of all relevant Winter Service operational information.

During a normal gritting operation, once a decision is made by the Duty Officer, this is communicated to the Duty Operational Supervisor detailing exact requirements. The Duty Operational Supervisor will then initiate the call-out of all personnel required to perform the tasks instructed. They will then proceed to Taylors Lane Depot to organise and co-ordinate operations.

The Duty Operational Supervisor will maintain a log which will contain details of instructions received, route exceptions, Duty Officer requests for assistance and any other operational issue deemed relevant.

Once the gritting operation is underway, the Duty Operational Supervisor will monitor the operation and deal with any issues that may arise such as vehicle breakdowns or network incidents. They will be the point of contact for the Duty Officer on the network for incident management. This would include arranging the treatment of any areas not covered within the Priority Treated Network as may be requested by the Emergency Services or other stakeholders and approved by the Duty Officer.

Upon completion of the operation, the Duty Operational Supervisor is responsible for ensuring that vehicles are accurately weighed back into the depot, offloaded of any excess material and that the salt storage area is left in a tidy and safe condition. They must also ensure the quality of vehicle wash downs in accordance with operational procedures, that the gritting vehicles are returned to the storage area correctly and that any mechanical failures are made aware to vehicle maintenance staff. Any issues with regard to route coverage or treatment exceptions should be recorded in the Daily Log and all records completed accurately.

Operational staff shall be drawn from staff within Sandwell MBC. These operatives will be trained to a high standard and capable of operating vehicles, plant and equipment to required standards and in accordance with instructions.

[I L O : U N C L A S S I F I E D]

Operational staff will be available on a “home standby” rota basis to be contacted by telephone. All gritting vehicle drivers must hold a Heavy Goods Vehicle licence and attain the City and Guilds Institute Scheme 6159 Winter Maintenance Operators Qualification.

Once a call-out is ordered gritting vehicle drivers will report to Taylors Lane Depot to collect a gritting vehicle and be assigned a route. Generally, operatives are designated specific routes to promote route ownership and knowledge but will have a working knowledge of other routes should this be necessary.

The Duty Operational Supervisor will issue instructions to each driver for the action including data to programme the on-board Autologic spreading system.

The driver will input the data to the on-board Autologic spreading system.

During spreading operations, the Duty Operational Supervisor will periodically check and monitor that the Autologic spreading system is set as per the Duty Officer instruction and record checks made.

The operative will drive the route as required and on return to the depot discharge any excess salt and wash the vehicle down. During the operations, should the operative encounter any route exceptions such as road closures, illegal manoeuvres or extreme conditions on a certain section of network, these should be reported to the Duty Operational Supervisor for a record to be made and/or alternative instructions to be given.

Loading shovel operatives will also report to the depot and undertake the loading of the gritting vehicles as instructed by the Duty Operational Supervisor. At the end of the operation they will also ensure salt stocks are maintained and left in a tidy condition.

In normal circumstances operational resources comprise one operative per gritting vehicle together with one loading shovel operative. However, where deemed necessary by the Duty Officer and Duty Operational Supervisor, such as in heavy snow, freezing or dense fog with restricted visibility or during significant snowfalls when snow ploughs are in use or extreme conditions, gritting vehicles will be operated by two personnel, one driver and a mate/observer.

Operational Division’s labour resources are organised into a 2-shift system using the following people resources:

Operations Team Leader and Manager	Duty Operational Supervisors	Drivers	Loading Shovel Operatives	Mate/Observer (when required)
1	2	20	2	volunteers

[I L O : U N C L A S S I F I E D]

Communications

Communications between all people engaged in the winter service delivery arrangements is maintained by a combination of beepers, mobile telephones and landlines (where available).

Day time numbers:

MetDesk. contact number is – 01296 628373

A dedicated mobile number for the Duty Officer (decision maker) is 07710 310952

Out of hours numbers:

At the commencement of the winter season a rota of duty officers and operational staff and operatives is prepared and issued to all interested parties. Home numbers are published (where available) but should only be used as a last resort.

Cov19 Pandemic

The Covid 19 pandemic has the potential to significantly impact on the operational delivery of our Winter Maintenance plan this year.

A significant amount of work has been undertaken to ensure the appropriate risk assessments and plans are in place to deal with this scenario.

Our plans to manage the risk posed by Covid 19 are based on the twin-track approach of:

- Reducing the risk of transmission of infection
- Managing the potential impact from infections on resources

Reducing the risk of Covid transmission:

The following principles are being used to reduce the risk of transmission:

- Operation of 'Bubbles' - Resources will be operating in cells
- Physical separation – with resources working from separate locations where this is practical
- Management of staggered work times – Staggered and prescriptive start/finish times, lunch and break arrangements
- Enhanced cleaning regimes
- Enhanced PPE and hygiene regimes will be enforced

Managing the Impact of Infections:

The following principles are being used manage the impact on available resources if infections do occur:

[I L O : U N C L A S S I F I E D]

- Reduced activity on non-critical activities such as Ground Maintenance to protect workforce
- Identification and proactive training of additional available resources
- As a last resort, focus on 'Priority 1' gritting routes (see page 36)

PLANT VEHICLES, EQUIPMENT & FUEL

The plant resource maintained at the Highways Operational Depot to deliver the winter service is:

Spreading Vehicles	9 No (6 x 4x2 & 3 x 4x4 spreaders)
Snowploughs	5 No
Loading shovel	1 No
Demountable Spreader (used on a pick-up)	1 No
Other Plant	Hired as required.

Diesel fuel storage facilities are maintained within the Taylors Lane Highways Depot. Maximum storage is 6,000 litres. A minimum re-order level of 3,000 litres is in place sufficient for 11 precautionary treatments.

Additional fuel resilience includes 'fuel cards' to purchase fuel at local petrol filling stations.

All spreading vehicles are equipped with Autologic, an automatic spreading system which incorporates a navigation system. The GPS navigation guides the driver along the route and the spreading settings occur automatically. This enables the driver to fully concentrate on the road without being unduly distracted by the spreading process.

Autologic ensures spreading is fully automated.

All Operational Staff are trained in setting Autologic to the Duty Officer instruction.

Regular calibration testing of the spreaders is undertaken each year.

The system allows for flexibility in staff deployment as prior route knowledge is not required.

All spreaders conform to BS1622:1989 and are speed-related.

All spreaders are equipped with speed limiters set to 28 mph during gritting operations.

All vehicles and plant used during the routine operations are purchased by our in-house Fleet Services based at Waterfall Lane Depot. Arrangements include for 24-hour response for emergency repairs.

All Sandwell MBC gritting vehicles are fitted with the winter report telematics platform (GPRS) to enable tracking of vehicles and logging of the actions performed. Information gathered provides a regular snapshot of the vehicle's position, speed and direction of travel as well as its operational/activity status. This information is collected and presented on a specialist password protected website and enables routes to be fully audited from a remote position whilst also providing accurate and comprehensive treatment records.

[I L O : U N C L A S S I F I E D]

The above vehicles, labour and plant resources are sufficient to deal with the situation presented by an average winter i.e. routine pre-salting and average snowfalls. However, if winter conditions become so severe then further resources in labour and plant may be utilised from Contractors undertaking other routine highway maintenance operations.

SALT AND OTHER DE-ICING MATERIALS

Rock Salt is the prime material for combating snow and the formation of ice on the highway, but it has environmental consequences, in that it can kill vegetation, pollute watercourses and cause damage to the road structure, bridges, utility apparatus and vehicles.

Crushed rock salt treated with an agricultural by product (Molasses) to enhance its adherence to the road surface may be used.

In the interest of both economy and environmental protection, only the minimum amount of salt should be used for the prevailing conditions.

Realistically there is only one supply of rock salt from Winsford in Cheshire although trials have taken place with imported salt, the price of which is susceptible to currency fluctuations. A contract is in place for the Supply of Rock Salt which Sandwell acts as the lead authority. Dudley MBC and Wolverhampton City Council also have access to this agreement. Summer and Winter rates were secured to enable cost effective replenishment during the summer months in anticipation for the winter ahead.

In order to maintain adequate supply in Taylors Lane Depot, Highways Services staff at Oldbury Council House in collaboration with the operational team at Taylors Lane Depot will maintain a stock management system, with tonnage details provided by Taylors Lane Depot. Using this system, information on salt usage is inputted after every action or incident of salt usage. This ensures that Highway Services know the exact stocks available at any one time and restocking will then be triggered based on pre-determined minimum stock levels.

Specification:

All coarse grade rock salt used on the highway by the Council for Winter Maintenance purposes is supplied to comply with B.S 3247 Part 1 (Salt for spreading on highways for Winter Maintenance).

English mineral rock salt, complying with the current BS3247, is treated with Sodium Ferrocyanide as an anti-caking agent. Other rock salt may not be treated and may solidify, leading to storage, loading and spreading difficulties. Non BS3247 Rock Salt may also have inferior melting properties, which might lead to choking of the spreading equipment and to slippery deposits on the carriageway.

In recent years there has been a tendency to use the finer grading of rock salt for precautionary salting, resulting in reduced potential for vehicle damage and a more uniform spread on the carriageway together with minimizing overspread and contamination of adjacent vegetation.

Storage:

The untreated salt held in readiness for use is stored, uncovered, in a purpose-built salt store area at Taylors Lane Depot.

[I L O : U N C L A S S I F I E D]

At the start of each winter a minimum 5,000 tonnes of salt is in stock. This is replenished as necessary through the winter period as required. The salt store is managed to ensure adequate rotational use of the salt on a year by year basis.

Care should be taken that no valleys are formed on the top surface of the salt stockpile, there should be a continuous slope from the highest point of the pile to ground level with no steep faces liable to sudden collapse. Run-off from the stockpile is contained in catch pits to reduce salt contamination and a loss of salt from leaching.

On the outer surface of the pile a crust forms of a slightly different colour which cuts down losses. It should be removed or broken up before the salt is loaded so as not to block the mechanism of the spreading vehicle.

The corrosive nature of the salt makes careful cleaning and maintenance of the vehicles and plant used essential.

Resilience

The winters of 2009 and 2010 respectively exposed the fragility of Local Authorities salt stock resilience and the dependence upon salt stock replenishment during a winter season. The Code of Practice Well Maintained Highways introduced a recommendation for minimum resilience of continuous treatment capability of 12 days with 4 treatments each day at a spread rate 20g per square metre of dry salt (therefore, a minimum resilience of 48 actions) and it is recommended in the “Well-Maintained Highway Infrastructure Code” that authorities continue to ensure sufficient resilience to salt stocks.

Each 20g per square metre treatment of Priority 1 & 2 carriageway routes within Sandwell requires approximately 55 tonnes of dry salt. The minimum desirable salt stockholding to meet the minimum resilience requirements is 2,640 tonnes.

The salt stockholding will be maintained at no less than 2,640 tonnes throughout the core winter service period.

The core winter service period is 8th November to 4th April

The overall winter service period is 1st October to 30th April.

Minimum stock level required by Government	Estimated Usage 8 Nov – 4 April	Estimated Usage 4 Apr – 30 Apr
5,000 Tonnes	2640 Tonnes (48 actions @ 20g/m ²)	660 Tonnes (12 actions @ 20g/m ²)

Should low levels of National Salt Resilience require the instigation of the Department for Transport’s ‘Salt Cell’ then the Authority will fulfil and comply with the requirements of the system.

West Midlands local authorities work closely together and, where circumstances allow, sharing salt stocks, through mutual aid, is an additional level of resilience that is available by agreement.

[I L O : U N C L A S S I F I E D]

Spread Rate Decision Making

To be most effective, treatment should be applied before either ice forms or snow settles. The success or otherwise of the operation depends greatly on the good judgement of the Duty Officer decision maker whether or not to treat.

The spread rate decision making process will be informed by the guidance set out in section 8.6 of the NWSRG Practical Guide for Winter Service.

Snow Clearance and Severe Conditions

It is difficult to lay down hard and fast rules for the clearance of falling or fallen snow. Conditions can vary considerably on a day to day basis. Response will inevitably depend on the severity of the conditions and the resources available at the time. However, the following notes are given as guidance.

SEVERE CONDITION 1

If a snowfall of at least 75mm (3") occurs and the weather forecast is for freezing conditions to continue then the following course of action is to be taken;

Stage 1

Operational resources (including any specialised hired plant) will be concentrated on clearing Priority 1 roads initially and then Priority 2 roads.

Stage 2

The Duty Officer will determine at what stage approval is given to treat "other" roads outside the approved priority network. Such approval will only be given providing that priority 1 roads have been treated and/or are completely open to traffic and priority 2 roads are substantially so.

At this stage the following resources may be utilised:

- (a) Normal winter maintenance crews.
- (b) Redeployment of other operatives normally engaged on highway maintenance operations.
(excludes other operatives carrying out Ground Maintenance or Street Cleansing operations).
- (c) Hired plant/equipment as necessary.

Stage 3

If the weather conditions under Stages 1 and 2 continue to deteriorate then the Director of Borough Economy in consultation with the Cabinet Member for Environment may give authority to employ other operatives and contractors on winter maintenance operations.

[I L O : U N C L A S S I F I E D]

The resources which may be used at this stage are:

- (a) Normal winter maintenance crews.
- (b) Highways maintenance operatives.
- (c) Other Sandwell operatives.
- (d) Contractors.
- (e) Hired plant as necessary.

SEVERE CONDITION 2

The other condition which can be classified as severe and where treatment to "other" roads - outside the approved network – may be carried out is where severe frosts, ice or light snow (less than 75mm deep) occur for long periods of time.

The decision to treat "other" roads in this condition is to be made by Service Manager for Highways in consultation with the Director of Borough Economy and the Cabinet Member for Environment, who will also decide what level of resources are to be used in this situation.

FOOTWAYS.

Conditions under which additional footways may be treated.

Prioritised footways may receive precautionary treatment when the forecast indicates that hoarfrost or snow is likely.

The prioritised Footways Category 1(a) Prestige Areas are detailed at Appendix D

Other categories of footway or footpath maintainable at public expense are not treated.

For severe Condition 1 (stage 2) or Severe Condition 2 (as defined earlier for carriageways) other footways may be treated and/or cleared and the same arrangements, regarding resources and decisions, will apply as for carriageways.

Crises Management

In exceptional circumstances the incident management response process as set out in the Council's Emergency Plan (published in 1st June 2018 and due to be reviewed in 2023) will be implemented to ensure appropriate crises management.

SALT BIN POLICY

Salt bins are provided for use by members of the public to assist safe passage of vehicles along the carriageway.

There are 545 salt bins locations approved in accordance with the criteria below and listed at Appendix F.

We get more requests for grit bins than can be reasonably afforded. We therefore assess each request against a set of criteria.

We consider various criteria including the characteristics of a road together with other influencing factors and apportion a score against each. If the criteria assessment total score exceeds 100 then a grit bin will be provided and maintained.

Grit Bin Placement Policy Criteria

	Road Characteristic	Criteria	Score
1	Gradient of Road	> 1 in 15	75
		1 in 15 to 1 in 29	40
		< 1 in 30	0
2	Carriageway Horizontal Alignment	Bend < 100 m Radius	60
		Bend < 250 m Radius	20
		Bend > 250 m Radius	0
3	Close Proximity (25m) and Falling Towards	NRSWA Type 1	90
		NRSWA Type 2	75
		NRSWA Type 3	50
		NRSWA Type 4	30
4	Road Category	NRSWA Type 1	60
		NRSWA Type 2	45
		NRSWA Type 3	20
		NRSWA Type 4	0
5	Number of premises for which only access (cul-de-sac)*	Over 50	30
		20 to 50	20
		0 to 20	0
6	Critical community facility access required for large numbers of people e.g. day care centre, health centre or similar?	Yes	20
		No	0

[ILO: UNCLASSIFIED]

Road Categories are taken from the NRSWA specification. Each officer has access to a listing of all roads within Sandwell and their corresponding NRSWA category.

*N.B Any industrial premises for which this is the only access are to be automatically promoted to the higher category.

Note:

Evaluation on the above basis should ensure that salt bins are installed only at identified locations where there are combinations of significant factors.

Salt bins shall not be sited on the priority salting network.

Care should be taken to avoid locating salt bins in areas where they may be used for the disposal of litter (ie near bus stops) or act as litter traps.

OPERATIONAL COMMUNICATIONS

Daily Forecasts

1st October – 30th October & 18th April – 18th May

By 1100 24 hour & 2-5 day text forecasts

1st November – 18th April

By 1200 24 hour, 10 day text forecasts & Site specific forecast graphs

By 1800 Routine afternoon update to 24 hour forecasts

By 0600 Morning summary, summarizing the actual weather conditions for the previous night.

Action plan

By 1300; Duty Officer consult the 24-hour, 10 day text forecasts & the site specific forecast graphs, which apply to the Sandwell area and consider possibilities. Inform the Duty Operational Supervisor as to possible plans (eg action / no action, early turn-out / late turn-out).

By 1830; Duty Officer review the situation following the routine afternoon update to 24 hour forecasts.

1830 Inform Duty Operational Supervisor if an early turn-out is required.

If no early action is required, the situation will be monitored throughout the night.

Note; At all times a MetDesk 'RoadCast' forecaster is available by telephone for further consultation as to the weather conditions.

INFORMATION AND PUBLICITY

Contact through the media is increasingly important as a means of keeping the road user informed of adverse conditions and promoting safety on the highway.

Media coverage of winter maintenance and emergency operations plays a very important part in making the public aware of the service provided and how essential the service is to the community.

Throughout the winter period dialogue with the media is maintained through the Council's Press Office. Officers are proactive in providing up to date information on a daily basis in the form of a text message sent to the Press Office when an action is planned, in order that meaningful responses can be made to enquiries from the media.

Appropriate officers are also available to appear on local radio stations and TV as and when the needs arise.

When periods of extreme weather conditions, i.e. heavy snow, have been forecast, the Press Office is notified of the Council's winter service plans so that they can inform the media accordingly.

It is of great importance that situation updates are received by the Press Office, therefore enabling them to present credible press releases and interviews to the media.

Information is published on the council's website at:

http://www.sandwell.gov.uk/info/200284/roads_travel_and_parking/2139/gritting

Increasing use of social media is made to keep our community informed about our winter service policy, operational activity and to manage expectations regarding the winter service.

[IL0: UNCLASSIFIED]

APPENDIX A

DUTY OFFICER MODEL LOG SHEET

WINTER MAINTENANCE DUTY ENGINEER LOG SHEET

Reporting Period 12 Noon XX/XX/20XX to XX/XX/20XX

Forecast (24-hour clock)	
Text Forecast Received:	
Graphs Received:	

Forecast Summary	
24 Hour Readiness Colour	
Min Forecast RST	

Contractor Duty Officers	
Highways Duty Supervisor	
Serco Duty Supervisor	

Spread Rate Considerations (Only Populate if action proposed)			
Salt Type	Dry		Treated
Salt Moisture Content within optimum range	Yes		No
Road Surface Wetness	Dry	Damp	Wet V. Wet
Traffic Level	Low		High
Salt Loss	Normal		High
Salt Distribution	Poor	Fair	Good

Action Proposed				
Treatment Options	Action Proposed (Y/N)	Salt Type	Spread Rate (g/m ²)	Planned Start Time
All Routes (C'way)	N			
Priority Routes (C'way)	N			
Auxiliary Routes (C'way)	N			
Footways	N			

Log of Principal Events	
Time:	Action:

[ILO: UNCLASSIFIED]

Log of Principal Events (continued)	
Time:	Action:
<i>Duty Officer:</i>	<i>Signed:</i>

APPENDIX B

CARRIAGEWAY TREATMENT ROUTES

PRIORITY 1

SALTING - PRINCIPAL ROADS ONLY - ROUTE P1

For use as pre-salting route OR heavy dose route in snow situations.

Travel to Birchley island. Start salting into **Birchfield Lane** and continue into **Oldbury Rd.**

At Kwik Save bear left to the island and left into **Long Lane.**

Proceed past Borough **boundary** and turn around at roundabout and return along **Long Lane.**

Turn left into **Halesowen St** and right into **Bassano Rd.**

At the end turn left into **High St** and at the give way turn right into **Henderson Way.**

Turn first right into **Beet St** and at the end turn left into **High St.**

At the island turn right into **Halesowen St** and at the second island turn left into **Horner Way.**

Cross over the traffic lights into **Archer Way** and at the end turn right along Oldbury Road, at lights turn right into **Station Rd.** Continue to roundabout and make u-turn back along Station Road.

At the end turn left into **Oldbury Rd** and bear right into **Henderson Way.**

Cross the island into **Henderson Way** and continue to the traffic lights.

Carry on into **Powke Lane** and circle the island before turning into **Garratts Lane.**

At the next island turn left into **Heathfield Way** (Old Hill by-pass).

At the island u-turn and return along **Heathfield Way** and at the island turn second left into **Highgate St.**

At the next island turn right into **Halesowen Rd**, go to the Borough **boundary** and turn around back along **Halesowen Rd**, to the island.

Turn right into **Reddal Hill Rd** and on into **Upper High St, into Foxoak Street and continue into Lower High St.**

Carry on into **Forge Lane** and at the Borough **boundary** turn around and return.

At the island at **Halesowen Rd** turn right, proceed along **Halesowen Rd.**

Carry on and at the Borough **boundary** turn around and return along **Halesowen Rd.**

At the traffic lights turn right into **Beauty Bank** and turn first right into **Station Rd.**

At the end turn left into **Gorsty Hill**, on into **Halesowen St** and left into **Bassano Rd.**

Bear right into **High St** and at roundabout turn left into **Birmingham Rd.**

[I L O : U N C L A S S I F I E D]

At the island turn right into **Henderson Way** and on into **Oldbury Rd.**

Continue on into **Birchfield Lane** and at Birchley island **STOP SALTING** and return to **Taylors Lane.**

Route P1

Last Reviewed

September 2021

Last Revised

July 2015

SALTING - PRINCIPAL ROADS ONLY - ROUTE P2

For use as pre-salting route OR heavy dose route in snow situations.

Start salting at the Depot.

Turn right into **Taylor's Lane** and at the island turn right into **Shidas Lane**.

At the island turn left into **Portway Rd** and at the end turn left into **Churchbridge**.

Turn around at **McDonald's island** and return along **Churchbridge**.

At the **Birchley island** keep to left lane around the island and return along **Churchbridge**.

At **McDonald's island** turn right into **Oldbury Ringway** towards Smethwick.

Go on into **Birmingham Rd** and then on into **Oldbury Rd**.

Continue into **Toll House Way** and on into **Soho Way**.

At Windmill Lane circle the island once then exit into **Grove Lane**.

At roundabout turn left into **Dudley Rd** and at the Borough boundary turn at Dugdale St and return along **Dudley Rd** into **Cape Hill**.

Continue into **High St**, bear left at **Newlands Green** and left again into **Bearwood Rd**.

Go along **Bearwood Rd** to the traffic lights at **Hagley Rd West** and turn right into **Hagley Rd West**.

Go on to the island at Quinton Lane by Jefferson's P.H. turn around and return along **Hagley Rd West**.

Turn left into **Bearwood Rd** and at the traffic lights by Hadley Stadium bear right into **Waterloo Rd**.

At the next traffic lights turn right and go down **Cape Hill**.

At the roundabout turn left into **Grove Lane** and on into **Soho Way**.

Cross the traffic lights at Crockett's Lane and take first left into **High St**.

At **Newlands Green** bear right then right again and back along **High St**.

Turn left into **Toll House Way** and continue along **Oldbury Rd** to the roundabout.

Turn right into **Spon Lane South** and at the next island turn left into **Kelvin Way**.

At Bromford Lane traffic island u-turn and return along **Kelvin Way**.

At the next island turn left into **Trinity Way** and go across the next traffic lights.

[I L O : U N C L A S S I F I E D]

Go onto the **Expressway**, continue under the underpass to Albion roundabout, u-turn and return back along Expressway to motorway island. U-turn at Motorway island and return back along Expressway. Take left hand slip on to fire station island, make u-turn and take slip road back on to Expressway, (towards motorway island),.

Turn left off Expressway into **Trinity Way** and cross the traffic lights.

At the island turn left into **Kenrick Way** and turn left at the next island into **Kenrick Way**.

Go around the **M5 island**; keep to the right to pass through the special holding section.

Return down **Kenrick Way**, over the island into **Telford Way** and at the Oldbury Rd island turn around and return along **Telford Way**.

At the island turn left into **Kenrick Way** and at the next island turn left into **Spon Lane South**.

At the roundabout island turn right into **Oldbury Rd** and go on into **Oldbury Ringway**.

At **McDonald's island** stop salting and return to **Taylor's Lane**.

Route P2

Last Reviewed

September 2021

Last Revised

July 2015

SALTING - PRINCIPAL ROADS ONLY - ROUTE P3

For use as pre-salting route OR heavy dose route in snow situations.

Travel to *Albion* island (Carters Green) and start salting the **Black Country New Rd**.

Go on along **Black Country New Rd** and cross *Swan, Navigation, Parkway* and *Steel* islands.

At *Patent Shaft* island turn around and return along **Black Country New Rd**

Go along **Black Country New Rd** and cross *Steel, Parkway, Navigation, Swan* and *Albion* islands into the **Expressway (New Rd)**.

Take left hand slip on to Fire station island then turn left into **All Saints Way**.

At the traffic lights at the end of **All Saints Way** turn left into **Heath Lane** then immediately right into **Walsall Rd**.

Turn right again into **Lyndhurst Rd** and at end right into **Hollyhedge Rd**. Move over to the left hand lane.

At the traffic lights turn left into **Newton Rd** and at the **Scott Arms** traffic lights turn left into **Birmingham Rd**.

Follow **Birmingham Rd** over the Motorway flyover to the Borough boundary just past Merrions Close.

Turn through central reserve and return along **Birmingham Rd** over the flyover, but before the traffic lights at Scott Arms, turn through central reserve at Sundial Lane.

Return along **Birmingham Rd** and turn off down the **slip road** to the **Motorway island**.

Take the first **slip road** off towards Walsall back onto **Birmingham Rd**.

U-turn at central reservation by Chapel Lane, back along **Birmingham Rd** and turn off down the **slip road** to the **Motorway island**. Circle island and take slip road back towards Walsall, join **Birmingham Road** and continue to borough boundary and make u-turn back along **Birmingham Road** towards Birmingham.

Take left hand slip to motorway island, Circle the **Motorway island** once and turn off up the **slip road** signed to Birmingham back onto **Birmingham Rd**.

At the traffic lights at **Scott Arms** turn left into **Queslett Rd**, continue to Asda island and make u-turn back along Queslett Road.

At the **Scott Arms** cross into **Newton Rd** and at the traffic lights by All Saints Church take the right hand lane and follow the A4031 sign for Walsall onto **Walsall Rd**.

At **Stone Cross** circle the island once and carry on down **Walsall Rd** to pass under the motorway and turn right into **Greenside Way**.

[I L O : U N C L A S S I F I E D]

Continue on into **Thorncroft Way** and **Birchfield Way** and at the island cross into **Cherry Tree Avenue**.

At the end turn left into **Greenside Way** and second right into **Orchard Rd**.

Continue on into **Woodruff Way** and at the end turn left into **Greenside Way**.

At the end turn left into **Walsall Rd**.

Proceed to the one way system at **Lyndhurst Rd** and at the end turn right into **Hollyhedge Rd**.

Cross the traffic lights in the middle lane into **All Saints Way**.

At the island at the Expressway (New Rd) stop salting and return to **Taylors Lane** depot.

Route P3

Last Reviewed **September 2021**

Last Revised **July 2015**

SALTING - PRINCIPAL ROADS ONLY - ROUTE P4

For use as pre-salting route OR heavy dose route in snow situations.

Start at **Bromford Rd island** (junc. Ringway and Church St.)

Start salting **Oldbury Ringway** to **McDonald's island** and turn around.

Return along **Oldbury Ringway** and continue along **Bromford Rd, Bromford Lane, Moor St** and **Price Street**.

At the traffic lights turn left into **St Michael's St** and at the traffic lights turn left into **High St** and go on into **Carters Green**.

At the island (*Albion*) turn right into the **Expressway (New Rd)** and cross the next island (*All Saints*).

At the **M5 island** keep to the left hand lane over the motorway, go along **Birmingham Rd** to Park Lane and turn around.

Return along **Birmingham Rd** to **M5 island** and keep to the left hand lane over the motorway.

Return along the **Expressway (New Rd)**, take left hand slip on to Fire Station island, circle island and take the slip road back on to The Expressway travelling towards Wednesbury.

At the next island (*Albion*) turn right into **Old Meeting St**.

Carry on along **Old Meeting St, Black Lake, Hill Top, Holloway Bank, Bridge St, and Holyhead Rd**.

At the island turn left into **Dudley St** and at the next island turn left onto **Black Country New Rd**.

At the island turn right into **Leabrook Rd** and after going over the canal bridge make sure you are positioned to spread salt to the full road width.

At **Ocker Hill** island turn right and go along **Gospel Oak Rd**.

At the traffic lights turn right into **Farmer Way** and at the end turn right into **Charlotte Rd**.

At the end turn left into **Willingsworth Rd** and at the end turn left into **Leabrook Rd**

Return along **Leabrook Rd** and at the island turn left into **Black Country New Rd**.

At the island turn right into **Dudley St** and at the next island turn left into **Holyhead Rd**.

At the island (*Patent Shaft*) turn around and return along **Holyhead Rd**.

At the island turn left into **High Bullen** and at the next island turn left into **Trouse Lane**.

Go on into **Darlaston Rd** to the Borough **boundary** at Woden Rd West.

[ILO: UNCLASSIFIED]

Turn around and return along **Darlaston Rd** into **Trouse Lane** to **High Bullen island**.

Turn left into **High Bullen, Walsall St** and on into **Wood Green Rd**.

Cross the traffic lights, continue along **Wood Green Rd** and u-turn at the **Motorway island**.

Return along **Wood Green Rd** and **Walsall St** to **High Bullen island** and turn first left into **High Bullen**.

At the next roundabout u-turn back along High Bullen to island, u-turn back along High Bullen at the island turn left into **Holyhead Rd**.

Go along **Holyhead Rd, Bridge St, Holloway Bank, Hill Top, Black Lake and Old Meeting St**.

At the island (*Albion*) cross into **Carters Green** and on into **High St**.

At the end turn left into **New Street**, continue into **Cronehills Linkway**. Circle roundabout continue on to Cronehills Linkway, at Tesco roundabout circle island then turn left on to Cronehills Linkway to Fire station island.

U-turn and return along **Cronehills Linkway** and take 1st exit at roundabout on to Congregation Way. At next roundabout make u-turn back along Congregation Way to Tesco island. Make u-turn and go back along Congregation Way to roundabout, circle roundabout and proceed along Congregation Way to Reform Street.

At reform Street roundabout take 2nd exit into Reform Street, go straight over lights in to Bull Street. Straight over the lights onto West Bromwich Ringway.

Take next left on to Spon Lane and turn left at end into **Kelvin Way**.

Turn around at the island and take first right back into **Spon Lane**. At the traffic lights turn left into **West Bromwich Ringway**.

At the traffic lights turn left into **Moor St**, go around Price Street gyratory to lights. Turn right into Moor Street then turn left into Moor Street and continue in to **Bromford Lane**.

At the island cross into **Bromford Rd** and at the island at the **Church St / Ringway** junction **STOP SALTING** and return to **Taylors Lane**.

Route P4

Last Reviewed

September 2021

Last Revised

July 2015

SALTING - PRINCIPAL ROADS ONLY - ROUTE P5

For use as pre-salting route OR heavy dose route in snow situations.

Travel to Freeth St island on Oldbury Ringway and start salting.

Turn left into **Dudley Rd**, and go on into **Dudley Rd East**.

Go on into **Dudley Rd West** and bear left on **Tividale Rd**, turn right onto New Birmingham Road to **Burnt Tree** traffic signals.

Turn right into **Burnt Tree** and at the traffic lights turn left into **Sedgley Rd East**.

Continue on into **Park Lane West** and cross the island into **Sedgley Rd West**.

At the traffic lights turn left into **Dudley Rd** and at the junction with New Birmingham Rd go across the traffic lights into **Tipton Rd** and turn around through the central reservation.

Return along **Dudley Rd** to the traffic lights and cross into **Hurst Lane**, **Bloomfield Rd**, **High St**, and **Wednesbury Oak Rd**.

At the Gospel Oak traffic lights turn left into **Bilston Rd**.

Continue into **Great Bridge Rd** and pass under railway bridge then turn around and return along **Great Bridge Rd** and **Bilston Rd**.

At the Gospel Oak traffic lights cross into **Gospel Oak Rd** to **Ocker Hill** island.

Go around the island, return along **Gospel Oak Rd** to the Gospel Oak traffic lights and turn left into **Wednesbury Oak Rd**.

Continue along **Wednesbury Oak Rd**, **High St**, **Bloomfield Rd** and **Hurst Lane** to the traffic lights.

Turn left into **Sedgley Rd West**, cross the island into **Park Lane West** and on into **Sedgley Rd East**.

At the traffic lights at **Dudley Port** turn left, continue on into **Horseley Heath** and at the Great Bridge island turn left into **New Rd**.

Continue on into **Toll End Rd** and at the Ocker Hill island turn around and return along **Toll End Rd** and **New Rd**.

At the island turn left into **Great Western Way** and at *Navigation* island turn left into the **Black Country New Rd**.

At *Parkway* island turn around and return along the **Black Country New Rd** and at *Navigation* island turn right into **Great Western Way**.

At the island turn left into **Market Place** and go on into **Great Bridge**.

Go on into **Great Bridge St** and at the end turn left to *Swan* island.

[ILO: UNCLASSIFIED]

Go around *Swan* island and go into **Dudley St.**

At the end turn left into **Carters Green** and at *Albion* island turn around and return into **Carters Green.**

Immediately turn right back into **Dudley St** and just before *Swan* island turn left into **Great Bridge St.**

Go on into **Great Bridge** and **Market Place** and at the island turn left into **Horseley Heath.**

Go on into **Dudley Port** and cross the traffic lights to continue along **Dudley Port** to **Burnt Tree traffic signals.**

Turn left into **New Birmingham Road** then at next lights turn left in to **Tividale Rd;** continue on into **Dudley Rd West** at lights at end turn left into **Tipton Rd.**

Go across the **Dudley Port** traffic lights, turn around and return along **Sedgley Rd East, Tipton Rd, Dudley Rd East** and **Dudley Rd.**

At Oldbury Ringway stop salting and return to **Taylor's Lane** depot.

Route P5

Last Reviewed

September 2021

Last Revised

July 2015

APPENDIX C
CARRIAGEWAY TREATMENT ROUTES
PRIORITY 1 and 2

ROUTINE PRESALTING - WHOLE NETWORK - ROUTE R1

OFF: **Taylors Lane, Rounds green Road , Right on Oldbury Ringway** , straight Birmingham Road , Oldbury Road Left at

ON: **Spon Lane South** ,at island turn right into **Kenrick Way** and at next island turn left into **Kenrick Way**. At M5 J1, follow inner lane of island and return back along **Kenrick Way**. At island continue into **Telford Way** and at next island circle roundabout and return along **Telford Way**. At island turn left into **Kenrick Way** and at next island turn right into **Trinity Way**. At the traffic lights turn right into **High St** continuing on into **Birmingham Rd**. At M5 J1,traffic island take third exit onto

OFF: **Kenrick Way** then at roundabout turn right onto **Kenrick Way**. At roundabout undertake a U-turn back onto **Kenrick Way**, take 2nd left into

ON: **Green Street**, continue into **Glover Street** to Trinity Way, Turn left on to

OFF: **Trinity Way** to roundabout. U-turn back on to **Trinity Way** continue lights at High Street. Proceed Straight over lights onto

ON: **Trinity Way** to

OFF: **Expressway**, join dual carriageway. Leave Expressway at slip road onto fire station island, at island turn right into

ON: **All Saints Way**, continue into **Newton Rd**. Turn left on to **Pear Tree Drive**, turn left on to **Pear Tree Rd to Pear Tree Drive**, Turn Right on **Pear Tree Drive to Newton Road**. Turn left on to **Newton Road**. At Scott Arms continue into **Queslett Rd**, turn second left on to **White crest**, turn first right on to **Abbotsford Avenue** proceed all the way round to **Scott Road** and turn left into **Scott Road**. Turn 1st right into **Carter Road**. At the junction turn right onto **Sundial lane** and then left onto Birmingham road. At the traffic lights turn left onto **Queslett Road** and take the first left into **Sundial Lane** bear left at the mini roundabout and continue along **Sundial Lane** and turn first right into **Carter Road**. At the junction turn right onto **Scott Road**, continue to the end and turn left onto

OFF: **Whitecrest**. Take the fifth right into

ON: **Peverill Way** .at the junction turn right onto **Abbotsford Avenue** and take the next right into **Lammermoor Avenue** at the junction turn left onto

OFF: **Whitecrest**. Continue to the junction and turn left on to

ON: **Queslett Road**. After passing under the M6 motorway bridge

OFF: **continue to traffic island at Asda and U-turn to return along Queslett Road to**

ON: **M6 flyover**

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At Scott Arms, turn right into **Birmingham Rd**; follow **Birmingham Rd** over the Motorway flyover to the Borough boundary just past

OFF: **Merrions Close**. Turn through central reserve and return along **Birmingham Rd** at

ON: **Merrions Close** continue on **Birmingham Road** over the flyover to Scott Arms. At Scott Arms turn right into **Newton Rd** and turn left into **Hampstead Rd**. Turn 1st right on to **Hembs Crescent**, turn right on to **Tanhouse Ave**, turn right on to **Howard Road** to Hembs Crescent, Turn right

OFF: **Hembs Crescent** to

ON: **Tanhouse Ave**, and turn left along **Tanhouse Ave**. Turn left on to **Valley Road**. Turn right on to **Hampstead Road**. Turn left in to **Stanton Road**, turn left in to **Green Lane**; turn left in to

OFF: **Hampstead Road**.

ON: **junction Stanton road** straight and turn 4th left on to **Spouthouse Lane**. Turn 3rd left in to **Appleton Avenue**, Turn 2nd right in to **Gorse Farm Rd** to roundabout, u-turn back along

OFF: **Gorse farm Road** to **Appleton Avenue**, turn left on **Appleton Avenue** to

ON: **Spouthouse Lane**. Turn left in to **Spouthouse Lane** to **Old Walsall Road**, turn left and continue to junction with **Walsall Road**. Turn left to Scott Arms.

OFF: At **Scott Arms** continue on into **Birmingham Rd** and turn left into

ON: **slip Rd for Motorway Island**, circle roundabout and take slip Rd back onto **Birmingham Rd towards Walsall**. Take right turn into **chapel Lane**, continue across the boundary and turn around by the church , return along Chapel Lane turning Right into **Coronation Road**, continue into **Merrions Close** up to **Birmingham Rd** and **turn left**. Take slip road on to Motorway Island and take

ON: **exit slip road on to Birmingham Road** heading towards Birmingham.

OFF: **At Scott Arms, turn right on to Newton Road**, turn 5th left into

ON: **Jayshaw Avenue**, turn left into **Waddington Avenue** to turn left on to **Newton Road**. Turn left back in to **Jayshaw Avenue**, turn 5th right in to **Gorse Farm Rd**, go around the traffic island and return up **Gorse Farm Road** turn first right into **Shenstone Road**. At the end turn right onto **Jayshaw Avenue**

continue to **Walsall Road** and turn left. Make u-turn through centre reserve and turn right at light in to Old **Walsall Road**. Turn right on to **Hampstead Road** then turn right in to

OFF: **Spouthouse Lane**. Turn 2nd left into

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ON: **West Road**, continue in to **Templemore Drive**, turn left in to

OFF: **Stanton Road** to Hampstead Road, continue straight over roundabout in to

ON: **Tanhouse Avenue**. Turn right in to

OFF: **Valley Road**, turn left on to

ON: **Hampstead Road** then turn right at the lights on to

OFF: **Newton Road**. Turn 6th left in to

ON: **Pages Lane** then left on to

OFF: **Birmingham Road**, take left hand slip lane to jct 7 roundabout, take left slip on to Birmingham Road and keep in left slip road and

ON: **turn left in to Wilderness Lane**. Continue in to **Longleat** to the bottom then turn right in to **Monks field Ave**. Turn right on to **Newton Road** and continue to **All Saints Way**. At traffic lights keep left into **All Saints Way** and turn left into **Parsonage Street**. Continue into **Hallam St, Seagar St and Reform St to island**. Circle the island and return along **Reform Street**, take the second right into **Lloyd St** and continue along **Dagger Lane**. At end turn right onto

OFF: **Church Vale and bear left into Parsonage St**. At traffic signals, turn left into **All Saints Way**

ON: and turn first right into **Wilford Rd**. At end of Wilford Road, turn right into

OFF: **Vicarage Rd** to traffic signals turn right into **Heath lane**. Bear left into **Walsall Rd** then bear right into **Lyndhurst Rd**, and then turn right into **Holly hedge Rd**.

At traffic signals, continue into

ON: **All Saints Way**. Continue to fire station traffic island

OFF: **fire station island turn** left onto slip road on to The Expressway, turn left onto

ON: **Trinity Way**. Go straight over the lights at junction with High Street then at roundabout take second exit onto **Spon Lane South**. At roundabout stop gritting and return to the depot

Route R1

Last Reviewed	September 2021
Last Revised	September 2021

[IL0: UNCLASSIFIED]

ROUTINE PRESALTING - WHOLE NETWORK - ROUTE R2

OFF: **Taylors Lane** , straight **Rounds Green Road** , right onto **Oldbury Ringway**, straight **Birmingham Road** , **Oldbury Road** ,left onto **Telford Way** ,Straight onto **Kendrick Way** onto junction 1

ON: Turn onto **The Expressway** continue under the underpass to Albion roundabout, U-turn and return along the **Expressway** under the underpass to M5 J1. U-turn at motorway island return along

OFF: **Expressway**, go up

ON: **slip road to fire** station island and then down slip road back on to

OFF: **Expressway** continuing to Albion island. U-turn back along The Expressway go

ON: **up slip road** to fire station island and then continue down slip road on to The

OFF: **Expressway** towards motorway island. At motorway island make u-turn back on to Expressway and continue Albion island, take the second exit onto

ON: **Black Country New Road** to **Lea brook Road island**, Take 1st exit into **Leabrook Road**, continue to **Ockerhill** island and take the 4th exit onto **Bilston Road**. Continue over lights at Gospel Oak in to **Bilston Road** and proceed along **Great Bridge Road** to boundary, at railway bridge and make u-turn. Travel back along

OFF: **Great Bridge Road/Bilston Road** and at the Gospel Oak Pub turn right in to

ON: **Wednesbury Oak Road**. Take the 4TH right into **Union Road** and turn right into **Richards Road**. Turn left on to

OFF: **Wednesbury Oak Road**. Continue over signals on to

ON: **Farmer Way**, at end of Farmer Way turn right on to **Charlotte Road**, turn left onto **Willingsworth Road** to Leabrook Road and turn left onto **Leabrook Road**. At the traffic island take the 3rd exit and return along **Black Country New Road** across **Navigation Roundabout** and **Swann Roundabout** to **Albion Roundabout** and then turn left into **Old Meeting Street** continuing over the traffic signals into **Black Lake**. At the traffic signals at **Hill Top**, turn left into **New Street**, continuing along **Harvills Hawthorn**, **Bagnall Street** and **George Henry Road**. At the island turn left onto

OFF: **Black Country New Road** and turn 1st left into

ON: **Richmond Street** continuing into **Dial Lane**. At the end turn left in to **Harvills Hawthorn** and the left into **Wedgwood Avenue**. Turn right into **Anson Road**, at the end turn left into **Wolseley Road** then 1st right in to **St Vincent's Crescent**, turn 1st right

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into [Marmion Way](#) then left on to [Dial Lane](#). Turn 1st right in to [Ebenezer St](#) continue in to [Heronville Road](#), at the end turn right on to [Norbury Road](#) and continue to [New Street](#). Turn right in to [New Street](#) and at the traffic signals turn left into [Hill Top](#).

At the traffic signals turn right into [Witton Lane](#), continue in to [Jowett's Lane](#), turn left on to [Allerton Lane](#) then left on to [Wyntor Lane](#) up to [Witton Lane](#) then right and immediate left in to [Coles Lane](#). Turn 2nd left in to [Bedford Road](#), turn 2nd right in to [Huntingdon Road](#), at the end left in to [Denbigh Drive](#) to end then turn right in to [Wiltshire Way](#). Continue in to [Bank Street](#) then at the end turn left onto [Vicarage Road](#). At the end turn right onto [Heath Lane](#) and follow the road to the left into [Walsall Road](#) and turn fifth right into [Charlemont Road](#). Cross over [Hollyhedge Road](#) into [Charlemont Road](#) and turn first left into [Beacon View Road](#). Turn fourth right at the mini island into [Smithmoor Crescent](#) and second left into [Meadow Avenue](#). At the end turn right into [Charlemont Road](#) and at the end turn right onto [Hollyhedge Road](#) continuing into [Jervoise lane](#).

At the end turn right onto [Walsall Road](#) continuing to stone cross through the gyratory system along [Walsall Road](#) and take fourth left into [Sandy Lane](#). and into [Friar Park Road](#), turn third left in to [School Road](#), turn second right on to [Carrington Road](#), then turn left along [Manor Road](#) turn 2nd left into [Carisbrooke Road](#) then at the end turn left in to [Friar Park Road](#) to the end and turn left at the mini roundabout into [Freeman Road](#) and continue into [Carrington Road](#). Continue over [Carisbrooke Road](#) into [Astbury Road](#) then turn left in to [Roberts Road](#) and then right on to [Friar Park Road](#). Continue into [Sandy Lane](#) and turn left at the lights onto [Walsall Road](#). Turn right into [Greenside Way](#), and 7th left in to [Redwood Road](#) then c at the end right on to [Birchfield Way](#) then continue in to [Thorncroft Way](#), then right back in to

OFF: [Redwood Road](#), turn left in to

ON: [Cherry Tree Avenue](#) follow to end then left in to [Greenside Way](#). Turn 3rd right in to [Orchard Road](#), continue round in to [Woodruff Way](#) to [Greenside Way](#) and turn left. Turn left onto [Walsall Road](#). At Stone Cross, go around gyratory and return back along

OFF: [Walsall Road](#), turning right into

ON: [Beacon view Road](#). Turn second left on to [Bustle Holme Lane](#), circulate [Andrew Road](#) and [Rayford Drive](#) and return to [Bustleholme Lane](#). Turn left on to [Beaconview Road](#) and turn second right into [Wyndmill Crescent](#) and follow round. At the end turn right onto

OFF: [Beacon View Road](#). Turn second left into

ON: [Smithmoor Crescent](#) and second left into

OFF: [Meadow Avenue](#). At the end turn left onto

ON [Charlemont Road](#) into [Wigmore Lane](#) and turn right into [Water Lane](#) continuing into [Peny hill Lane](#). At the end turn left into [Hollyhedge Road](#), keep to right hand lane. At the traffic signals continue into [All Saints Way](#) turning right into [Heath Lane](#) turning right into [Walsall Road](#), turn right into [Lyndhurst Road](#) and turn left onto

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Hollyhedge Road. Turn fifth left into Charlemont Road and at the end turn right onto Walsall Road. Continue along Walsall Road and circle Stone Cross gyratory, returning along Walsall Road (towards West Brom). Turn first right into Beverley Road and turn fifth left into Westminster Road. Cross over Marsh Lane into Jubilee Street and at the end turn right into Heath Lane. Turn right into Marsh lane and at the end, turn left into

OFF: Walsall Road and at Stone Cross gyratory turn left into

ON: Hall Green Road and at island continue into Hydes Road. At island turn left into Rydding lane and continue into Allerton Lane. Turn Left in to Clarks Lane and then 2nd right in to Kesteven Road and then left in to Wiltshire Way. Turn 6th left in to Westmorland Road, 1st right in to Somerset Road and then 1st left on to Essex Avenue. At the end Turn right back on to

OFF: Kesteven Road and the at the end turn right on to

ON: Clarks Lane then right at the signals into Vicarage Road and continue along Church Lane. At traffic signals continue into New Swan lane (OFF OVER TRAM LINE) and at Swan roundabout, take second exit into Dudley Street. At the end turn left into Carters Green and at Albion round about stop gritting and return to depot

Route R2

Last Reviewed September 2021
Last Revised July 2018

ROUTINE PRESALTING - WHOLE NETWORK - ROUTE R3

OFF: **Taylors lane**, straight **Rounds Green Road**, **Oldbury ringway** ,Left onto **Oldbury Ringway**, across Freeth Street island

ON: Turn left into **West Bromwich Street** and bear left into **Oldbury Road**. At canal bridge, turn right into **Albion Road** and at the end turn left onto

OFF: **Brandon Way**

ON: At the end turn left onto **Greets Green Road** and continue into across the lights into **Whitehall Road**, turn 2nd left on to **Dunkirk Avenue** then continue in to **Elizabeth Road**. Turn left on to **Phillip Road** and left on to **Cophall Street** and right on to **Sheepwash Lane**, then turn left on to **Whitehall Road**. At the end turn right onto **Great Bridge Street**, and at the end turn left into **Dudley Street**. At **Swan Island**, circle the island and return along **Dudley Street** and turn right into **Great Bridge Street**, continue into **Great Bridge** and **Market Place**. At island, turn right onto **Great Western Way**. At Navigation roundabout, **circle roundabout** and return **along Great Western Way**. At roundabout, return along OFF: **Great Western way** ON: **and at Navigation roundabout turn left into dedicated left filter lane** onto

OFF: **Black Country New Road**. Continue along Black Country New Road, cross

ON: **Parkway and Steel roundabouts and at Patent Shaft roundabout**, turn left into **Patent Drive**. At next island turn left into **Hallens Drive** and turn right into **Moorcroft Drive**. Turn right into **Patent Drive** and at the roundabout turn right into **Hallens Drive** and continue to island. At Steel island turn left into

OFF: **Black Country New road** and at

ON: **Patent Shaft roundabout, circle roundabout** and return along **Black Country New Road**. At Steel Island turn left into **Dudley Street**, continue over roundabout into **High Bullen** and at next roundabout turn left into **Trouse Lane** and turn left into **Bilston Road**. At Patent Shaft roundabout turn left onto **Holyhead Road**. At roundabout continue straight over in to into **Holyhead Road** continuing into **Bridge Street**, turn left into **Woden Road North** , continue to the roundabout , make a u turn and return to Holloway Bank, Turn left into **Holloway Bank**. At the traffic signals turn left into

OFF: **Witton Lane** and at the mini-roundabout turn right into **Coles lane**.

ON: **AT JUNCTION WITH MONMOUTH DRIVE** At the traffic signals turn right into

OFF: **Hill Top**. At the traffic signals turn right into **Witton Lane** and turn second left

ON: into **Crookhay Lane**. Turn second right into **Winchester Road** and at the end turn right onto **Windsor Road**. At the end turn right onto **Millfields Road** and at roundabout, take second exit onto

OFF: **Hydes Road** into **Hall Green Road**. At roundabout turn left into

[ILO: UNCLASSIFIED]

ON: Crankhall Lane continue to the end and turn left before the bridge in to Oldbury Street. Turn left on to Elwell Street then take a left to return on to

OFF: Crankhall Lane at the end of the road turn left onto

ON: Brunswick Park Road. At the end turn left onto Hydes Road. At second mini-roundabout, turn left into Paul Street then turn 1st right in to Moor Street, turn right at the end on to Richard Williams Road, bear left into Hackwood Road and at the end take a right on to Hydes Road, then turn right back on to

OFF: Paul Street, continuing into Oxford street, Alma Street.

ON: Turn left on to St Luke's Road then left on to Oxford Street

OFF: JUNCTION WITH OLDBURY ST and follow to end at Crankhall Lane, turn right on to Crankhall Lane. First left into

ON: Woden Road East. Follow to end then turn left in to Wood Green Road. Turn left in to Brunswick Park Road and then left in to

OFF: Crankhall Lane then take first left back in to Woden Road East. Turn second right into

ON: Park Hill then left on to Coronation Road and right in to Rutland Road. Turn left in to Kent Road to Suffolk Road crossroads then turn right in to Kent Road. Turn left on to

OFF: Rutland Road then left on to Coronation Road

ON: JUNCTION PARK HILL and then turn right at the end on to

OFF: Crankhall Lane.

ON: Turn 1st left into William Green Road and continue along Price Road and then turn right in to Walton Road, take a right on to Warner Road, carry over Johnson Road into Bishop Road and turn left into Booth Road. Turn right on to Johnson Road and turn left in to

OFF: Crankhall Lane.

ON: Turn right in to Friar Park Road, bus bay circulate the green and take the exit in to Freeman Road turn right into

OFF: Manor Road. At the end turn left into Crankhall Lane and at the roundabout, turn right into Hall Green Road continuing into Hydes Road. At the roundabout turn right into

ON: Hydes Road and continue over roundabouts junction of Woden Road into Hydes Road, take next left into Chestnut Road and second right into Cedar road. At the end turn right onto Holden Road and at the roundabout, turn left onto Hydes Road. At the

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end turn left onto **Walsall Street** and into **High Bullen**. At the roundabout, circle the roundabout and return along **High Bullen**. Turn left in to **Church Hill**, continue down **Vicarage Road** and turn left at the end in to **Wood Green Road**. Turn left on to **Hobs Road**, turn 4th left in to **Churchfields Road** then at the end take a right on to

OFF: **Church Hill** and at the end turn left in to

ON: **High Bullen** Turn 1st right into **Walsall Street**, turn left into **Market Place** continuing into **Lower High Street** and at the roundabout, turn right into **Holyhead Road** and turn right in to **Russell Street**, bear right on **Russell Street**, turn left on to **Lower High Street** and continue to **Market Place**. Turn left into **The Shambles** turn left back on to **Russell Street**, left on to **Lower High Street**. Turn right on to **Rydding Lane** and left in to **Holden Road**. and immediate right in to **Cedar Road**, take a right in to **Chestnut Road**. At the end turn left onto **Woden Road South** and at the roundabout turn left onto

OFF: **Hydes road**. At the end turn right onto

ON: **Wood Green Road** continuing to

OFF: **M6 J9**, circulate and return onto

ON: **wood Green Road**. Turn left into **Axletree Way**, turn left to follow **Axletree Way** under bridge to roundabout, circle the roundabout and return along **Axletree Way** onto **Wood Green Road**. At traffic signals turn right into **Myvod Road** continuing into **Woden Road North**. At the end turn left into **Old Park Road** then left on to **Hawthorn Road**, left in to **Ash Road** then left on to

OFF: **Woden Road North**, turn left back on to **Old Park Road**

ON: **JUNCTION OF HAWTHORNE ROAD** and at the end turn left into **Manor House Road**. Take fifth right into **Hobs Road** and first left into **Crew Road**. At the end turn right into

OFF: **Myvod Road**. At the traffic signals turn left into **Wood Green Road** and turn left into

ON: **Axletree Way**. At roundabout,
: circle and return along **Axletree Way**. Turn left onto

OFF: **Wood Green Road to M6 J9, circle roundabout and return along Wood Green Road**. Continue over traffic signals and turn fourth right into **Hobs Road**. At the end turn right into

ON: **Park Lane**, continue over roundabout and at next roundabout, turn right into **Axletree Way**. At the next roundabout, circle the roundabout and return along **Axletree Way**. At roundabout, turn left into

OFF: **Park Lane** then left in to

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ON: **Dingley Road**, 1st right on to **Prince George Road** then right in to **Myvod Road**. across the traffic island Take 1st right in to **Simcox Road**, right at the end onto **Allen Road** then right on to

OFF: **Park Lane**,

ON: **JUNCTION HOBBS ROAD** along **Manor House Road** into **whitley Street**. At the end, turn right onto **Darlaston Road** and turn third left into **Woden Road West**. At the end turn left onto **Black Country New Road** and at **Patent Shaft roundabout**, circle the roundabout and return on to **The Black Country New Road** (towards Moxley),

OFF: **OPP WODEN ROAD** turn left on to

ON: **Bull Lane**, turn left on to **Western Way** then left at the roundabout on to

OFF: **Patent Drive** to Black Country New Road. Go straight over the roundabout on to

ON: **Bilston Road**. At the end, turn right into **Trouse Lane** and at the roundabout, turn right into **High Bullen**. Continue over next roundabout into **Dudley Street**. At Steel Island, turn left onto **Black Country New Road** and at **Parkway Roundabout**, turn right into

OFF: **Leabrook Road** continuing over the roundabout into

ON: **Toll End Road** and turn eighth right at the lights into **Horsley Road** continue into **Alexandra Road**. At roundabout, turn left into **Lower Church Lane** and at end turn left by the shops on to **Horsley Heath**, Turn third left by the old post office into **Horsley Road** and at the end turn right into **Horsley Road**. Turn left into **Bridge Road** and at end turn right into **Toll End Road** continuing into **New Road**. At roundabout, turn right onto

OFF: **Horseley Heath** and turn fifth left into

ON: **Tame Road** continuing into **Sheepwash Lane**. At the end turn right into **Whitehall Road**, turn 4th right in to **Whitgreave Street** and in to **Vernon Street**. Take a right on to

OFF: **Oldbury Road** then right in to **Albion Road**, go over the canal bridge in to **West Bromwich Street**, bear left in to

ON: **Fountain Lane** to **Bromford Road lights**. Go straight over in to **Broadwell Road**. Follow to the end then turn right on to

Oldbury Road. STOP GRITTING and return to depot.

Route R3

Last Reviewed **September 2021**
Last Revised **July 2018**

[I L O : U N C L A S S I F I E D]

ROUTINE PRESALTING - WHOLE NETWORK - ROUTE R4

OFF: **Taylors Lane, Rounds green road** , left onto **Oldbury Ringway**

ON: left at roundabout onto **Dudley Rd**, continue along **Dudley Rd East** and at the traffic signals, bear left on to **Dudley Rd West**, continue in to **Tivdale Road** then bear left to continue **Tivdale Road** towards the New Birmingham Road. Turn left on to

OFF: **New Birmingham Road** then turn right at signals on to

ON: **Regent Road**, follow to end then turn left on to **Oakham Road** then first left on to **Darbys Hill Road**. Turn left on to **Wheatsheaf Road** to the end then turn right on to **Regent Road**. Turn second left in to **Red Lion Close** and follow to end. Go straight over Regent Road in to **Elm Terrace** then take 1st right in to **Pine Road** then second left in to **California Road**. Turn left in to **Mallen Drive**, at the end turn left in to **Taylor Way**, right on to **Hodges Drive** then left on to **Wakeman Drive**, turn 1st left in to **Trafalgar Road**, take the second right on to **Poplar Avenue** then 1st right on to **Poplar Rise**. Turn 1st left on to **Mary Road** and left back on to **Poplar Avenue** to **Trafalgar Road** and turn right. Continue down **Trafalgar road** to

OFF: **New Birmingham Road** and turn right.

ON: Turn right into **City Road**, turn 2nd right in to **Poplar Rise** and take the right in to

OFF: **Mary Road**, turn right on to **Poplar Avenue** then right back on to ON: **City Road**. Take the first right into **Darby's Hill Road** continue to the end and turn left onto **Oakham road** . Take the 5th left into **City Road**

OFF: Turn 4TH left into **Poplar Rise** then left in to **Wakeman Drive** then 1st right in to

ON: **Trafalgar Road**. Turn 1st left into **Elm Terrace**. At the end turn left onto **Regent Road**. Take the 5th left into **wheatsheaf road** continue along **Wheatsheaf Road** then left in to **Darby's Hill Road** then at the end turn left into **City Road**. Turn right into **Tower Road** then at the bottom turn left on to

OFF: **New Birmingham Road**. Turn right in to

ON: **Lower City Road** then left at end on to

OFF: **Dudley Road East**. Bear right at the lights in to **Tipton Road** then turn right in to

ON: **Johns Lane**, and right in to **Temple Way**. At the end of Temple Way turn right back on to

OFF: **Dudley Road East**. Bear right again in to

ON: **Tipton Road** into **Sedgley Rd East** and at the traffic signals turn left into **Dudley Port** into **Burnt Tree** and at Burnt Tree traffic signals turn left, onto **A4123** and turn

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left in to **Tividale Road** and continue on **Tividale Road**, turn second left in to **Bradley Street**. Turn right on to **Burnt Tree** continue along **Burnt Tree**, Dudley Port, **Horseley Heath** and at roundabout at **Great Bridge**, circle the roundabout and return along **Horseley Heath**, Dudley Port through signals and left in to **Groveland Road**. Turn right on to **Dudley Road West** continue on to

OFF: **Tividale Road** then turn right in to **Bradley Street**. Turn right at end on to **Burnt Tree**. Turn left in to

ON: **Coneygre Road** then left on **Coneygre Road** to New Birmingham Road. Turn left on to

OFF: **New Birmingham Road** to **Burnt Tree** signals and continue straight over. Turn left on to **Tividale Road**. Turn second left back in to **Bradley Street**, then left on to **Burnt Tree** to signals then turn right on to New Birmingham Road.

Turn right at signals by the Black country Museum on to

ON: **Dudley Road**. Turn second right on to **High Street**, turn right at roundabout on to **Park Lane West**, turn 1st right on to **Castle Street** then right on to **Dudley Road**. at the traffic lights Turn left onto **Sedgley Road West** to borough boundary and u-turn in **Oxford Way**. Go back to Pie Factory lights and turn left in to **Hurst Lane**. Continue up **Hurst Lane/Bloomfield /Princess End** then at the lights turn right on to **Upper Church Lane**. Turn right at signals on to **Locarno Road** then turn 1st right on to **Central Avenue**. Turn 5th right on to **Salter Road** then at the end right back on to Upper Church Lane, through lights to roundabout, turn right on to **Alexandra Road**. Turn 1st left on to **Kirkham Way** at the end turn left in to **Standbridge Way**, and first left into **Puppy Green** to the end turning right on to **Station Street**, turn left on to **Park Lane East**. Turn right at the end onto Lower Church Lane, turn right at the lights onto **Horseley Heath** and first left into **Johns Lane**. Turn first left into **Bevan Road** and first Right into **Brook Road**, turn left at the end into **Morrison Road** and continue into **Hudson Road**. Turn Right into **Denbeigh Road**. at the junction turn left onto **Horseley Heath** and second right in front of the shops Proceed straight over Lower Church into

OFF: **Park Lane East** then right in to **Station Street**, turn left in to **Puppy Green** then continue along

ON: **Standbridge Way** and **Kirkham Way** to end then turn left on to **Alexandra Road**. Follow Alexandra Road, into **Owen Street** up to roundabout, Turn Left on to **Park Lane West** then left at 1st set traffic lights on to **Coneygre Road**, continue over roundabout onto **Victoria Road**, in to **Queens Road** and continue into **Silver tree Road** to end. Turn left on to **Park Lane West** and then left in to **Manor Road** then left in to **Queens Road**. Turn right in to **Birch Street** then left in to **Waterloo Street** to **Lime Close** roundabout and u-turn. Travel back along **Waterloo Street** then turn 3rd left into **Union Street** then right in to **Albion Street**. Turn right on to

OFF: **Owen Street** under the underpass then first left into

[ILO: UNCLASSIFIED]

ON: Alexandra Road to Robert Road and make u-turn by train station. Turn left in to Locarno Road then cross signals at Upper Church Lane in to Powis Avenue, at end of Powis Avenue turn right on to Toll End Road. Bare right in to Bridge Road then turn left on to Bourne Avenue. Turn right on to Powis Avenue then at end turn left on to Toll End Road. Turn 1st left at roundabout on to Ocker Hill Road and turn left in to Spring Street to Toll End Road and turn left again. Turn right at roundabout 3rd exit on to Blakeley Wood Road to end and make u-turn.

Return to Toll End roundabout and take the second exit on to Ocker Hill Road and continue into St Marks Rd. Turn left on to Watt Road then left on to Highfield Road. Turn 1st right on to Cupfields Avenue then continue over Powis Avenue continuing on Cupfields Avenue to Toll End Road. Turn right and then 1st right in to Bridge Road then right into Bourne Avenue. Turn right into

OFF: Powis Avenue then go over roundabout and turn left in to

ON: Highfield Road. Turn right on to Watt Road and left on to St Marks Road, left on to Glebefields Road, at Powis Avenue U-turn around triangle. Continue back along

OFF: Glebefields Road and turn left in to

ON: St Marks Road. Turn right at the end in to

OFF: Upper Church Lane. At lights turn right on to High St then 1st left in to Union Street then bear left into to

ON: Richards Road and turn right at end on to Batmans Hill Road, proceed to end at junction with Brierley Lane and carry out a u-turn. Continue back along OFF: Batmans Hill Road into ON: Parkes Lane then turn right on to OFF: High Street. Continue through lights into Bloomfield Road

ON: Piano bridge to pie factory lights, turn left on to Sedgley Road West, Continue over roundabout into Park Lane West. Turn 1st left in to Silvertrees Road and continue on to Queens Road and in to Victoria Road, across roundabout to Sedgley Road East lights, turn right on to Sedgley Road East. Turn right in to Mayfair Gardens. Turn right at mini-island in to Coneygree Road, at lights turn left onto Sedgley Road East. At signals turn right on to Dudley Port then turn 3rd left in to Tividale Street then left in to Dudley Road West, turn right in to Hill Road. At end turn left on to

OFF: New Birmingham Road then 1st left in to ON: Lower City Road, turn 1st right in to Ashtree Road, left on to St James Road then left on to Brades Road, take 3rd left in to Brades Rise, and at the end turn left again in to Ashtree Road and proceed into Bury Hill Road up to lights. Turn left onto Wolverhampton Road then left in to Florence Road, turn right at the end in to Brades Road and return to depot.

Route R4

Last revised September 2021

Last reviewed September 2021

[I L O : U N C L A S S I F I E D]

ROUTINE PRESALTING - WHOLE NETWORK - ROUTE R5

ON: **Taylor's Lane** ,At roundabout turn left into **Brad's Rd** and continue to roundabout. At roundabout crossover into **Roway Lane** and at the end turn right into

OFF:**West Bromwich St, continuing into Fountain Lane**. At the traffic signals turn left into

ON: **Bromford Rd**, circulate around roundabout then continue into **Bromford Lane** and **Moor St**. At Price St gyratory continue into **West Bromwich Ringway** and at the traffic signals past the college turn right into **Spon Lane**. Turn fifth right into **Bache St**, turn left into **Johnston St**, turn right into **Dawes Avenue**, turn right into **Gill St** and left into **Farm St**. At the end turn right onto **Sams Lane** and at the end turn right into **Spon Lane**. At the end turn left onto **Kelvin Way** and at the roundabout, circle the roundabout and return along **Kelvin Way** continuing over roundabout into **Brandon Way**. Turn third right into **Albion Rd** and turn right into **Clifford Rd**. Turn left into **Westbourne Rd** and right into **Caroline St**. Turn left into

OFF: **Bromford lane** and turn second right into

ON:**Lyttleton St**.

OFF: **Junction of Farm st** at the end turn left into **Spon Lane** and at the traffic lights, turn right onto **Westbromwich Ringway** continue to **Congregation Way /Reform street traffic island** and return along **Bull Street**

turn left at the second set of signals onto **High Street** .Continue over lights into

OFF: **Birmingham Rd**. At

ON:**J1 M5 continue over roundabout** using outer lane onto **Birmingham Rd** (towards West Brom stadium) and at traffic signals turn right into **Halfords Lane**. At traffic signals turn left into **Lewisham Rd**, at lights bear right into **Lewisham Rd** bear left into **Downing St** and turn right into **Cornwall Rd**. At lights turn left in to **Rabone Lane**, then turn right in to **Anne Road**, then right in to **Woodburn Road**, turn left into **Foundry Lane**. Continue into

OFF: at the **viaduct Wellington Street** then turn right in to **Winson Green Road**, at the lights turn right in to **Heath Street**, into **Cranford Street** to roundabout, make u-turn and return along

ON:**Cranford Street** into **Heath Street**. Turn 4th right in to **Winson Green Road** turn right on to **Dudley Road**. At roundabout turn right in to **Grove Lane** and continue to roundabout with Windmill Lane, make u-turn. Return along dual carriageway and at roundabout turn right on to **Cape Hill**. Turn right at lights in to **Windmill Lane**.Take the first Left into **Sufferage Street** and then second left into **Corbett Street**. Turn Left at the junction onto **High Street**.At the Traffic lights turn left back into

OFF: **Windmill Lane**

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ON: Junction of Sufferage Street and follow to end. At roundabout turn left on to

OFF: Soho Way and continue in to Tollhouse Way and turn right on to

ON: Rolfe Street. Continue along Rolfe Street in to Rabone Lane then turn right into SOHO Street and left onto SOHO Way , at the island circle returning on Soho Way , take 1st right back into SOHO Street and at the junction turn right into Rabone Lane at lights turn right in to Foundry Lane

OFF: Junction of Woodburn Road then onto Wellington St. Turn left off Wellington Street into Franklin Street, then take a left in to Foundry Road, turn 1st right on to Perrott Street, then left in to

ON: Woodburn Road. Take first right in to

OFF: Anne Road then turn right in to

ON: Rabone Lane. Turn left in to Downing Street. At junction turn left in to Downing Street then second left in to Bridge Street North. Turn right in to Rolfe Street and left in to New Street. Travel over Tollhouse Way in to Crocketts Lane and turn 1st left in to Brook Street. Continue along Brook Street in to Price Street and then turn left at end in to Thomas Street. Turn right into Messenger Road then left on to

OFF: Windmill Lane then at roundabout make u-turn and return along Windmill Lane. Turn first right in to Messenger Road, turn second left into Thomas Street, and 4th right into

ON: Tiverton Road, right at the end into Victoria Park Road then left at the end into

OFF: Brook Street. Turn left in to

ON: Crocketts Lane then right at signals on to High Street then take a left on to

OFF: Tollhouse Way. Turn right on to Rolfe Street then left in to

ON: North Western Road continuing into Brasshouse Lane and into

OFF: Halfords Lane. At the traffic signals turn right onto

ON: Birmingham Rd and turn left into

OFF: Park Lane continuing into

ON: Forge Lane. At the end turn right onto

OFF: Newton Rd take the first left onto

ON: Wigmore Lane take the 2nd right into Tompstone Road, circulate and return to Water Lane, turn left on to Wigmore Lane. At the end, turn right onto

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OFF: **Newton Rd** and turn left into **Forge Lane** continuing into **Park Lane**. At the end turn left onto

ON: **Birmingham Rd** and turn right into

OFF: **Middlemore Rd**.

ON: **boundary** At lights turn right into

OFF: **Lewisham Rd** and at the traffic signals continue over into

ON: **Dartmouth Rd**. At roundabout turn right into

OFF: **Kenrick Way**. At M5 J1 turn second left into

ON: **Birmingham Rd** and turn right into **Beeches Rd**. Turn right into **Europa Avenue** and circle **Europe Avenue** returning to junction with **Beeches Rd**. Turn right onto **Beeches Rd** and third left into **Jesson St**. At the end turn right onto

OFF: **High St**

ON: **Trinity Way traffic signals** continue to the traffic signals at West Bromwich Ringway, turn left onto **West Bromwich Ringway**. Continue around West Bromwich Ringway, then turn right on to **St Michaels Street**. At the traffic signals continue into New Street turn left into **High St** and turn fourth left into **Dartmouth St**. At the end turn left into **Oak Lane** continuing into **Oxford Rd** and **Izons Rd** turning right at the end onto **Oak Rd**. Turn second right into **Oak Lane** and at the end turn left into **Oak Lane**. Turn second left into **Gadds Lane**. At the end turn right into **Albion Rd** and right onto **Brandon Way**. At the end turn right onto **Woods Lane** and turn fifth right into

OFF: **Gadds Lane**. At the bottom turn left into

ON: **Oak Rd**. At Price St gyratory, turn left into **Victoria St** and left into **Edward St**. At the junction turn right into

OFF: **Lodge Road** and at the next junction turn left onto

ON: **High Street** .At the traffic lights continue along **High Street**. At

OFF: **Albion roundabout** turn left onto Black Country New Rd and at Swan roundabout, turn left into

ON: **Dudley St** and turn second right into **Phoenix St** continuing along **Ryders Green Rd**, **Oldbury Rd** and **Albion Rd** turning left onto

OFF: **Brandon Way**. At the end turn right into **Woods lane** and left into

ON: **Claypit Lane**. Turn 4th right in to **Turner St**, and 4th right in to **Harwood St**. at the end Turn left in to **Wheatley St** and right in to

OFF: **Woods Lane**. Turn right in to **Claypit Lane**.

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ON :Junction with Turner Street At the end turn right into

OFF:Dudley St and at the end turn left into Carters Green.

ON: At Albion roundabout, circle the roundabout and return along Carters Green and at the traffic signals turn left into Sandwell Rd, at Bratt Street turn around and return to traffic signals at junction with High St. Turn left onto High St and turn next left into Lombard St. At the end turn right into Bratt St and turn left onto

OFF: Cronehills Linkway and second exit at roundabout onto Congregation Way, turn right at next roundabout to continue along Congregation Way. At next roundabout turn left on to Reform Street, continue in to Seagar Street then turn left in to

ON: St. Clements Lane, continue in to Lyndon then at end turn right on to All Saints Way. At lights turn left in to Wilford Road then 1st left in to Lily Street. bear right at the junction into Peel Street at the junction turn right onto Ruskin Street, follow Ruskin Street all the way around the outside loop coming back on yourself then turn left on the mini island and then right back onto Ruskin, then turn left into Shaftesbury Street. Turn left on to High Street. Go through signals and turn right into Lodge Rd. At the end turn right into Oak Rd and turn left into Cambridge St and at the end turn right onto

OFF: Bromford Lane. continue to Bromford Road

ON: Sandwell and Dudley train station

OFF:Freeth Street island return to depot

Route R5

Last Reviewed	September 2021
Last Revised	September 2021

[ILO: UNCLASSIFIED]

ROUTINE PRESALTING - WHOLE NETWORK - ROUTE R6

OFF: **Leave depot**, turn left at roundabout onto **Brades Rd** and turn second left into **St James Rd** and at the end turn left into **Bury Hill Rd**. At the traffic signals turn left onto **Wolverhampton Rd**. ON: Turn right into **Newbury Lane** continue to Four Ways and turn right into **Portway Hill** Turn second right into **Midhill Drive**, follow round and at the end turn right onto **Portway Hill** and continue into **Oakham Rd**.

OFF: **Miles grove** At the end turn left into **Buffery Rd** and turn left into **New Rowley Rd** into **Dudley Rd** ON: **Uplands Road** and turn third right into **Springfield lane**. At the bottom turn right into **Blackberry Lane** and at the top turn right onto **Dudley Rd**. Turn fourth left into **Tippity Green** into **Portway Rd** into **Newbury Lane** and turn fourth right into **Martley Rd** into **Hartlebury Rd** and turn left into **Shelsley Avenue**. At the end turn right onto **Throne Rd** and at the traffic signals turn left onto **Portway Rd**. Turn next left into **Hanover Rd** and at the end turn left into **Rowley Village**. At the roundabout, turn right into **Siviters Lane** into **Ross**, cross over traffic signals into **Holly Rd** and **Highfield Rd**. Turn right into **Perry Park Rd** into **Waterfall Lane** and turn right into **Station Rd**. At roundabout, turn right onto **Heathfield Way** and at next roundabout, turn left onto **Highgate St**. At next roundabout turn right into **Halesowen Rd** to borough boundary,

OFF:(**mouse sweet brook**) continue to traffic lights and turn right into **Cole St**. Turn third right into **Oak St** and right onto **Withymoore Rd** continuing into **Gawne lane** ON:(**Brooklands Drive**), **Powke Lane**, continuing over roundabout into **Powke Lane** and over traffic signals into **High St**. Continue into **Henderson Way** and turn 1st right between the car parks into **Beet St**. Turn right onto **High St** and at the end turn right onto **Henderson Way**. At the roundabout, turn right into **Birmingham Rd** and at the next roundabout continue into **Long Lane**, cross boundary OFF:(**By Church**) and at roundabout u-turn around returning along Long Lane ON:(**By Church**). At the traffic signals turn right into **Archer way**, at the traffic signals turn left into **Oldbury Rd** continue to roundabout and take 2nd exit into **Halesowen Street**. Continue to 2nd roundabout and return towards Blackheath, bear left on to **Bassano Road**, and turn right on to **High Street**. Take the 1st exit of the traffic island into **Birmingham Road** and 1st exit at the next island onto Henderson Way, take a left on to **Beet Street** then left on to **High Street**. At roundabout turn left in to **Birmingham Road** then at roundabout continue over in to **Birmingham Road** into **Rowley Village**, **Hawes Lane** and **Dudley Road** Turn third left into **Doulton Rd** and at the bottom turn left into OFF: **Powke Lane**.

Turn right into ON: **Cox Lane** and at the bottom turn left onto **Halesowen Rd**. At roundabout turn left into **Highgate St**, continue over next roundabout into **Highgate St** and turn right into **Wrights Lane**. At the end turn left onto **Station Rd** and turn right into **Beauty Bank**, turn right in to **Halesowen Road**, left in to **Harcourt Road**, 2nd left on to **Trejon Road**, right on to **Barrs Road** turn left on the island to **Corngreaves Road** and into **Overend Rd**. Turn around after boundary and return along **Overend Rd**. Turn 1st right into **Corngreaves Rd** and turn around by Corngreaves Hall after boundary returning along OFF: **Corngreaves Rd**. Turn right into ON: **Timber tree Crescent** and turn left into **Valley Rd**. At the end turn left onto OFF: **Barrs Rd** and at the roundabout turn right into ON: **Corngreaves Rd** and into **Graingers lane**. At the end (5 ways) turn left into **Cradley Rd** and continue over boundary turning right into

[I L O : U N C L A S S I F I E D]

OFF: Lyde Green Rd into Maypole Hill into Cradley Forge.

Turn right into ON: Forge Lane. Continue into Lower High St turn left at the lights into St Annes Road , turn around at the mini island and return along St Annes Road , bear left onto Foxoak St, and at the lights turn left into Newtown Lane ,turn around by the holybush and return along Newtown Lane turn left at the lights ,and turn 3rd right onto Lawrence Lane continue on into Beechwood Road and at the end turn left onto Halesowen Road , at the island take the 1st exit continuing on Halesowen Road ,At the island take the 1st exit onto Reddall Hill Road and on to Upper High Street . At the lights bear left into High Street.(short section)

At the junction turn right into Newtown Lane and at the lights turn left onto Foxoak Street. at the next set of lights turn left into Cradley Road and next right at five ways. At the junction turn left onto Lower High Street and first left into Chester Road continue across the junction into Station Street .at the junction turn left onto Graingers Lane. At the traffic lights (five ways) turn right into High Street. At the junction turn right into Corngreeves Road to the bottom and turn left continuing along Corngreeves Road and turn left into Surfeit Hill into Codsall Rd, turn right in to Trejon Road, left into Barrs Road, at lights turn left in to Halesowen Road. At the roundabout, turn right into Station Rd. Turn second left into OFF: Wrights Lane and at the end turn right into ON: Garratts Lane and at the roundabout take 2nd exit into Harvest Rd. At the end turn right into Knowle Rd and turn left into Doulton Rd. Turn third left into Cornfield Rd and turn left into Knowle Rd. Turn right into Harvest Rd and at the roundabout turn left into Moor lane continuing left into Siviters Lane. At the roundabout turn right into Rowley Village and turn left into Bell End and turn right into Britannia Rd. At the traffic signals turn left onto Oldbury Rd and at the next traffic signals turn right into OFF: Penncricket Lane. At the end turn right onto ON: Cakemore Rd and at the roundabout turn right into Station Rd. At the traffic signals turn left onto Oldbury Rd, turn left into archer way into Horner Way and at roundabout, make u-turn and return along Horner Way and OFF: Archer Way. At over traffic signals turn left into Oldbury Rd across the island in Blackheath and at the 2nd roundabout continue into ON: Halesowen St. Continue over traffic signals into Gorsty Hill. continue onto Coombs Road Continue on to the traffic lights and turn right onto OFF: Haden Hill Road and onto ON: Halesowen Rd, continue over traffic signals and at roundabout, circle roundabout and return along Halesowen Rd continuing to Haden Hill Road. OFF: Junction of the Crescent At traffic signals turn left into Coombs Rd, Take the first Left into ON: Longleat Road Take the third left into Chatsworth Road continue all the way round to the junction with Lodgefield road and Turn Left. Continue to Station Road and turn Right turn right onto Gorsty Hill Road and first right back into Station Road continue to waterfall lane and turn right on to Waterfall Lane, bear left into Waterfall Lane. At the end cross over Highfield Rd into Beeches Rd and turn right into Marlowe St and turn right into Highfield Rd continuing into Holly Rd. At traffic signals turn right onto OFF: High St into Henderson way and over roundabout into Henderson Way. At traffic signals turn left into Oldbury Rd. At traffic signals turn left into Britannia Rd and at the end turn right into ON: Bell End into Mincing Lane. At traffic signals continue into OFF: Penncricket Lane, bear left in to ON: Penncricket Lane and at the end turn left into Causeway Green Rd. Turn left into Ashes Rd into Tifford Lane and cross over traffic signals into Throne Rd. Turn fifth left into Throne Crescent into Stuart Rd and at the end turn right onto Hanover Rd. At the end turn left onto Portway Road.

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At the end turn left onto **Hawes Lane** and the at the traffic signals turn left into **Hanover Road** .continue to the bottom and turn right onto **Portway Road** , continue down **Portway Road** and return to the depot **Hawes Lane**.

Route R6

Last Reviewed	September 2021
Last Revised	September 2021

ROUTINE PRESALTING - WHOLE NETWORK - ROUTE R7

ON: Continue over roundabout into Rounds Green Road and at Oldbury Ringway turn left. At next roundabout, circle the roundabout and return along Oldbury Ringway, continue over next roundabout and at the next roundabout turn right into Churchbridge. Continue to Birchley roundabout and turn second exit onto Wolverhampton Road (towards Birmingham). Continue to Hagley Road West traffic signals, continue over and turn right through central reserve and return along Wolverhampton Road. Continue onto Birchley roundabout and take the 4th exit onto Churchbridge. At roundabout turn left onto Oldbury Ringway and the next roundabout, circle the roundabout and return along OFF: Oldbury Ringway. Continue overON: the next roundabout and turn first right into Seven Stars Road, continue along park Lane. Turn left onto Park Lane and continue into Station Road. Turn Left before the level crossing into Western Road. At The end turn Right onto Tat bank road. At the traffic lights Turn Right onto rood end Road. Continue to the Traffic island and take the third exit into cross wells Road.

Turn Left before the level crossing into Thompson Road and at the end turn right into New Henry Street. Turn next right into Langley Green Road continuing into Langley High Street, Broad Street and Old Park Lane. At the end turn right into Station Road, bear right on the gyratory and turn left into Tilford Road. Continue over Wolverhampton Road into Tilford Road and at the end turn right into Ashes Road. Turn next left into York Road and at the end turn right into Penncrickey Lane. At the traffic signals turn right into Oldbury Road and continue to Birchley roundabout. Circle the roundabout and return along Oldbury Road, continue over traffic signals at Titford Lane and at next traffic signals turn left into Penncrickey Lane at the end turn left into Cakemore Road and turn second right into Pound Road.

Continue over Wolverhampton Road continuing along Pound Road and at the roundabout, take second exit onto Bristnall Hall Road and turn second left into Brookfields Road. At the end turn left into Vicarage Road and turn left into Moat Road. At the roundabout, take third exit into Brandhall Road and at the end turn left onto OFF: Wolverhampton Road. Turn second left into ON: Broadway and at the roundabout turn left onto Pottery Road. At the roundabout take second exit onto George Road and at the roundabout turn left into

OFF: Brandhall Road and turn left onto Wolverhampton Road. Turn right into ON: Queensway and turn second right into Malvern Road. At the end turn left onto Tame Road and at the traffic signals turn right into Kingsway and turn fourth right into Aspley Road. At the end turn right into OFF: Kingsway. ON: Aspley Road At the end turn left onto OFF:Hagley Road West, at THE roundabout and take second exit down the ON: slip to Hagley Road West then take the first left onto Perry hill Road. Turn third left into Brennand Road and at the end turn left onto

OFF: Queensway. ON: Junction of Malvern Road At the traffic signals turn right into Tame Road and turn fourth left into Oldacre Road. At the end turn right onto Kingsway and turn second left into Lewis Road. At the end turn right into Perry Hill Lane and turn left onto Hagley Road West. at the roundabout continue OFF:Hagley Road West and take the second left intoON: Stanley Road and take the 4th left into Castle Road West and turn next right into Bleakhouse Road. At traffic signals,

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crossover Wolverhampton Road and turn second right into OFF: **Broadway**. At roundabout turn right into ON: **Pottery Road** and bear right by the Pheasant continuing up **Pottery Road** turn left into **Harborne Road**. Turn right into **Abbey Road**. Turn fourth right into **Wigorn Road** and turn third left into **St Marys Road**. At the end turn right onto **Bearwood Road**. At the traffic signals turn right onto **Hagley Road West** and continue through the traffic signals until the roundabout at Quinton Lane (Jefferson's), turn around and return along **Hagley Road West**. Continue over traffic signals and at next traffic signals turn left into

OFF: **Bearwood Road**. ON: **St Marys Road Junction** At traffic signals turn left into OFF: **Three Shires Oak Road**, turn right on to **Thimblemill Road**, at the island take the 1st exit on to **Norman Road** then turn left on to ON: **Alexander Road**. Turn left on to OFF: **Abbey Road**, turn Right into ON: **Barclay Road** continue to **Lightwoods Hill** and Turn Left, go around the traffic island and return up OFF: **Lightwoods Hill**. Turn Right Back into **Barclay Road** and Take the 1st Right into upper ON: **St Marys road**, then right on to **Wigorn Road**. Go straight over the roundabout at OFF: **Lightwoods Hill** ON: **Junction with Barclay Road** and take second left into **Harborne Road** and second left into **Devon Road**. At the end turn right into **Beechwood Road** and turn left onto OFF: **Hagley Road West**.

Turn next left into ON: **Galton Road** and turn right into **Lightwoods Hill** and continue over roundabout into **Adkins Lane**. At end turn left onto **Bearwood Road** and turn left in to **Anderson Road**. Turn left in to **Herbert Road** to OFF: **Adkins Lane**. Turn left on to **Bearwood Road**, third left into **St Marys Road**. Turn left into ON: **Lightwoods Road**, turn left onto OFF: **Adkins Lane**, left onto **Bearwood Road**, turn third left into **St Marys Road** and second left into ON: **Milcote Road** then turn right on to OFF: **Adkins Lane**, continue in to **Lightwoods Hill** and **Harborne Road** ON: **Junction of Beechwood Road** and turn fourth left into **Pottery Road**. Turn right into **Abbey Road** and next right into

OFF: **Harborne Road**. Turn fourth right into ON: **Castle Road East** and at the end turn left on to OFF: **Wolverhampton Road**. Turn right in to ON: **Castle Road West**, turn right on to **Albert Road**. Turn left on to OFF: **Wolverhampton Road** then right at lights into ON: **Bleakhouse Road**. Continue to roundabout and turn right in to OFF: **Pottery Road**. Turn right at roundabout onto **Broadway** then 1st left in to ON: **Clent Road**. Continue over OFF: **Wolverhampton Road** in to **Albert Road** then turn 1st right in to **Castle Road West**. Turn left in to **Perry Hill Road** then turn right in to ON: **Tame Road**.

At the lights turn left into **Kingsway** and first right behind coop into **Foley Drive**, at the lights turn left into **Tame Road** Continue along **Tame Road** under the OFF: **bridge** and turn right into **Lansdowne Road** under the (ON): **bridge** into **Grafton Road**. At the end turn right into **Causeway Green Road** continuing over **Wolverhampton Road** into **Causeway Green Road** into **New Henry St**, turn right on to **Langley Road** into **Farm Road** to end then turn right on to

OFF: **Pound Road**. Continue over **Wolverhampton Road** in to **Pound Road** and turn left on to ON: **Brook Road**. Turn right in to **Heron Road**, left on to **Ferndale Road**, right on to OFF: **Grafton Road**. At end turn right on to **Causeway Green Road**,

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continue over Wolverhampton Road into Causeway Green Road, in to New Henry Street, ON:Joinings Bank and Vicarage Road. At the roundabout, continue OFF: Vicarage Road. and at the traffic signals turn left into Tatbank Road turn left into Western Road, at the junction turn right into Park Lane ,at gyratory. Continue into Park Street and at the traffic signals turn left onto Churchbridge. At Birchley roundabout turn right onto Wolverhampton Road. At traffic signals turn right into ON: Portway Road and return to Depot.

Route R7

Last Reviewed	September 2021
Last Revised	July 2018

ROUTINE PRESALTING - WHOLE NETWORK - ROUTE R8

ON: Turn right into **Taylors Lane**. At roundabout turn right into **Shidas Lane** and at roundabout turn right into **Portway Road**. At the traffic signals turn left onto **Wolverhampton Road** and at Birchley roundabout, circle the roundabout and return along **Wolverhampton Road** to Burnt Tree signals go straight across and turn through the central reservation at Coneygree. Return along **Wolverhampton road** and.. Turn left into **Portway Road** and continue over roundabout into **Portway Road**. At the end turn left onto **Churchbridge** and at the roundabout turn right onto **Oldbury Ringway** continue to **Birmingham Road, Oldbury Road, Tollhouse Way** and **Soho Way**, circulate roundabout at **Windmill Lane** and return along **Soho way, Tollhouse Way, Oldbury Road** and **Oldbury Ringway**. At Churchbridge roundabout turn right into **Halesowen Street**, continue over roundabout into **Church Street** and at the next roundabout, circle the roundabout and return along **Church Street**. At the next roundabout, turn left into **Birmingham Street** and at the end turn right onto **Oldbury Ringway**. Turn left into **Stone Street**, continue into **Tat Bank Road** and cross the traffic signals into **Warley Road**. Turn left on to **St Johns Road**, turn right into **Victoria Road**, turn left in to **Holly Lane**, turn left onto **West Park Road**, continue to **Mallin Street** to Oldbury Road. At roundabout u-turn back in to

OFF: **Mallin Street** and continue over signals into **West Park Road**. At the end turn left into ON: **Holly Lane** and at the end turn right into **St Pauls Road** continuing into **High Street**. Turn fifth right into **Stony Lane** and left onto **Church Hill Street**, at end turn around and return along **Church Hill Street**. Turn left onto **Stony Lane** continuing into **Londonderry Lane**, cross the traffic island at **Manor Rd** then turn right into **Francis Road**. Turn right on to **Manor Rd** then 1st right in to **Shakespeare Road**. Turn left in to **Francis Road** then right in to **Londonderry Lane**. At roundabout turn left into **Queens Road** and immediate left turn into **Thimblemill Road**.

Turn second left into **Hales Lane**, continue over roundabout and turn right into **The Uplands**. At the end turn left into **Church Road**, circulate the roundabout and return into **Manor Road** and at the roundabout turn right into OFF: **Hales Lane**. Turn left into ON: **The Uplands** and second left into **Londonderry Lane** and right (short section to **Stony Lane**). At the end turn left into **Stony Lane** and turn left into **Londonderry Lane**. Turn right into **Taylors Lane** and at the end turn left into **The Uplands**. Turn right into **Londonderry Lane** and continue to **Coopers Lane**. Turn left at the traffic signals into OFF: **High Street** and left onto **Tollhouse Way**. At traffic signals turn right in to **Rolfe Street**, turn right in to

ON: **Hill Street** (one way section) take 1st right on to one way section back on to **Rolfe Street**. Turn left back on to OFF: **Rolfe Street**. At end ON: turn left and return along **Tollhouse Way** turning right into **High Street**. Turn right into **High Street** then left in to OFF: **Stoney Lane**. Turn right in to ON: **Devonshire Road**, turn left into OFF: **Holly Lane**. Continue over roundabout into ON: **Basons Lane** and turn left onto **Dog kennel Lane**. Turn left on to **Londonderry Road**, turn right on to **Queens Road**, turn left onto OFF: **Thimblemill Road**, turn right onto ON: **William Road**, turn left onto **Harold Road**, turn left on to **The Oval**, turn left onto **Goodyear Road**, turn right onto **Broadmoor Avenue**.

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Continue straight over Hurst Road into Salop Road, go straight over mini roundabout onto Bristnall Hall Road then turn right at roundabout onto OFF: Londonderry Road.ON:Turn right onto Queens Road, continue in to Hurst Road then turn right into Eva Road, continue over Salop Road into Hill Top Road, continue left at mini-roundabout into Hill Top Road. At end turn right into George Road and, then 2nd right into Sandfields Road, at the mini island turn right back into Hill Top Road , at the end turn left into Pottery Road and then left into Pottery Road. Turn left into Edmonds Road and at end turn left into Salop Road.

At roundabout turn right into Bristnall hall Lane and at roundabout, turn right into Hurst Road. Circulate Salop Road triangle back turning right onto Hurst Road, continue over roundabout then turn right onto Abbey Road. Bear right in to Pottery Road then at roundabout turn right into Norman Road and continue over roundabout into Stanhope Road, turning first right into Beakes Road. Turn left into Bearwood Road and at traffic signals bear left Bearwood Road, turn third right at the lights into Grange Road and at the roundabout turn left onto Waterloo Road. Turn third right into Shireland Road, turn left onto Montague Road then turn left onto Cape Hill. bear right over the lights to Newlands green, bear left on to Newlands Green, and turn left on to Bearwood Road, turn left on to Grange Road. At roundabout go straight over then turn right into Sycamore Road, perform u-turn at junction with Poplar Avenue and return down Sycamore Road. Turn left in to Grange Road then at roundabout turn left on to Waterloo Road.

Continue over signals in to Bearwood Road. Turn right in to Three Shires Oak Road, turn right on to Thimblemill Road, At the roundabout turn right into Stanhope Road continuing over roundabout into Cheshire Road and at the end turn right into High Street bear right into Newlands Green and bear right back towards High Street. At traffic signals continue into High Street and turn left into High Street. Turn right in to Fenton Street, turn left at roundabout in to Oldbury Road. Turn 1st left in to Holly Lane. Turn right on to St. Pauls Road into Cemetery Road into Rood End Road and into Vicarage Road. At the roundabout, turn left into Dog kennel Lane and take second left into Basons Lane and turn right into Warley Road and at the roundabout continue into Thimblemill Road. At roundabout turn left into

OFF: Stanhope Road, then first right into Beakes Road. At the end turn left onto Bearwood Road and turn fourth left into Church Road. Continue over the roundabout into ON: Church Road over the roundabout into Manor Road. Turn left at roundabout in to Basons Lane, turn 1st left in to Queens Road, at the roundabout take the third exit on to Warley Road. Turn third right into OFF:St. Johns Road, turn left into ON: Victoria Road. At the end turn left into Cemetery Road and turn right into Rood End Road. OFF: Turn left onto Birmingham Road.

Return to depot.

Route R8

Last Reviewed September 2021
Last Revised July 2018

[ILO: UNCLASSIFIED]

APPENDIX D

DEMOUNTABLE SPREADER ROUTE (9)

Roads covered by demountable spreader (forming priority 1 and 2 locations)

ROUTE FOR DE-MOUNT GRITTER

DEPOT -TURN LEFT AT THE TRAFFIC ISLAND ONTO ROUNDS GREEN ROAD ,TAKE SECOND LEFT INTO ST JAMES ROAD , AT THE JUNCTION TURN LEFT ONTO BURY HILL ROAD , AT THE TRAFFIC LIGHTS TURN RIGHT ONTO A4123 , TAKE THE SECOND LEFT INTO HILTON ROAD (START GRITTING) CONTINUE UP HILTON AND AT THE TOP TURN RIGHT ONTO ASHLEIGH ROAD , AT THE JUNCTION TURN LEFT ONTO GRACE ROAD ,CONTINUE TO THE JUNCTION OF CITY ROAD (STOP GRITTING)TURN LEFT ONTO CITY ROAD .TAKE THE SECOND LEFT INTO HAWFEILD ROAD (START GRITTING) CONTINUE TO THE JUNCTION OF TOWER ROAD (STOP GRITTING) TURN RIGHT ONTO TOWER ROAD , AT THE JUNCTION TURN LEFT ONTO CITY ROAD AND FIRST RIGHT INTO DARBYS HILL ROAD .CONTINUE ACROSS THE TRAFFIC ISLAND AND TAKE THE FIRST RIGHT INTO WHEATSHEAF ROAD , TAKE THE FIRST RIGHT INTO CALIFORNIA ROAD (START GRITTING) TAKE THE NEXT LEFT INTO FAIRWAY AVENUE AND THEN FIRST LEFT INTO HOLLIES ROAD , AT THE JUNCTION TURN RIGHT ONTO WHEATSHEAF ROAD AND THEN FIRST RIGHT INTO FAIRWAY AVENUE , AT THE END TURN RIGHT INTO CALIFORNIA ROAD (STOP GRITTING) CONTINUE TO WHEATSHEAF ROAD AND TURN LEFT , AT THE JUNCTION TURN LEFT ONTO DARBYS HILL ROAD , CONTINUE OVER THE TRAFFIC ISLAND AND TURN RIGHT ONTO CITY ROAD . AT THE JUNCTION TURN LEFT ONTO OAKHAM ROAD , CONTINUE DOWN PORTWAY HILL AND AT THE TRAFFIC LIGHTS TURN RIGHT ONTO PORTWAY ROAD , CONTINUE TO TIPPITY GREEN AND AT THE JUNCTION TURN RIGHT ONTO HAWES LANE ,AT THE TRAFFIC LIGHTS TURN LEFT INTO DOULTON ROAD , CONTINUE TO THE BOTTOM AND TURN LEFT ONTO POWKE LANE ,CONTINUE TO THE TRAFFIC ISLAND AND TAKE THE SECOND EXIT ONTO MOOR LANE (START GRITTING)CONTINUE UP MOOR LANE ,AT THE END TURN LEFT ONTO SIVITERS LANE (STOP GRITTING) CONTINUE TO THE TRAFFIC ISLAND AND TAKE THE SECOND EXIT ONTO ROWLEY VILLAGE . CONTINUE THROUGH ROWLEY VILLAGE AND ON INTO BIRMINGHAM ROAD ,AT THE TRAFFIC ISLAND TAKE THE SECOND EXIT CONTINUING ON BIRMINGHAM ROAD .AT THE NEXT ISLAND TAKE THE SECOND EXIT INTO HALESOWEN STREET , CONTINUE ON INTO GORSTY HILL ROAD AND AT THE LIGHTHOUSE PUB TURN RIGHT INTO STATION ROAD AND THEN SECOND LEFT INTO HIGH HADEN ROAD (START GRITTING) CONTINUE ALONG HIGH HADEN ROAD BEARING LEFT CONTINUING ON HIGH HADEN ROAD .TURN FIRST RIGHT INTO HIGH HADEN CRESCENT AND THEN FIRST RIGHT BACK INTO HIGH HADEN ROAD , CONTINUE ON TO THE JUNCTION OF HALESOWEN ROAD (STOP GRITTING) TURN LEFT ONTO HALESOWEN ROAD CONTINUE TO THE TRAFFIC LIGHTS AND TURN LEFT

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INTO COOMBS ROAD . CONTINUE ON INTO GORSTY HILL, HALESOWEN STREET , TURN LEFT INTO BASSANO ROAD AND THE RIGHT ONTO HIGHSTREET .AT THE TRAFFIC ISLAND TAKE THE FIRST EXIT INTO BIRMINGHAM ROAD , AT THE NEXT ISLAND TAKE THE THIRD EXIT ONTO HENDERSON WAY .AT THE TRAFFIC LIGHTS TURN LEFT ONTO OLDBURY ROAD ,CONTINUE ON INTO BIRCHFEILD LANE ACROSS BIRCHLEY TRAFFIC ISLAND AND ON INTO CHURCH BRIDGE.AT THE TRAFFIC ISLAND TURN LEFT ONTO OLDBURY RINGWAY .CONTINUE ALONG OLDBURY RINGWAY AND ON INTO BROMFORD ROAD , BROMFORD LANE AND MOOR STREET .AT THE PRICE STREET TRAFFIC ISLAND TAKE THE SECOND EXIT INTO VICTORIA STREET ,TAKE THE FIRST LEFT INTO EDWARD STREET .AT THE JUNCTON WITH LODGE ROAD CONTINUE STRAIGHT ACROSS CONTINUING ON EDWARD STREET (START GRITTING)AT THE JUNCTION WITH DARTMOUTH STREET TURN RIGHT (STOP GRITTING)CONTINUE TO THE TRAFFIC LIGHTS AND TURN RIGHT ONTO HIGH STREET , TAKE THE FIRST LEFT INTO LOMBARD STREET AND AT THE END TURN RIGHT ONTO BRATT STREET.AT THE TRAFFIC ISLAND TURN LEFT ONTO CRONEHILLS LINKWAY AND AT THE NEXT ISLAND TAKE THE FIRST EXIT CONTINUING ON CRONEHILLS LINKWAY .AT THE NEXT ISLAND TAKE THE SECOND EXIT ONTO ALL SAINTS WAY . CONTINUE ON ALLSAINTS WAY AND ON INTO NEWTON ROAD. CONTIUNUE THROUGH THE TRAFFIC LIGHTS AT HAMSTEAD AND TAKE THE NEXT AVAILABLE RIGHT INTO WADDINGTON AVENUE .AT THE JUNCTION TURN LEFT ONTO JAYSHAW AVENUE AND THE FIRST RIGHT INTO EASTWOOD ROAD (START GRITTING) CONTINUE DOWN EASTWOOD ROAD TO THE TRAFFIC ISLAND (STOP GRITTING AND RETURN TO DEPOT)

Route Demount

Last Reviewed	September 2021
Last Revised	September 2021

APPENDIX E

FOOTWAYS

Hierarchy Category 1(a) Prestige Areas

Footways - Hierarchy Category 1(a) Prestige Areas

Description	Town
BIRMINGHAM ST FM RBT HALESOWEN ST TO OLDBURY R/WAY	Oldbury
HALESOWEN ST FM RINGWAY RBT TO RBT AT BIRMINGHAM ST	Oldbury
BIRMINGHAM RD FM RBT LONG LANE TO RBT HENDERSON WAY	Rowley Regis
HALESOWEN ST FM RBT OLDBURY RD TO BASSANO RD	Rowley Regis
HALESOWEN ST FM BASSANO RD TO RBT CAR PARK ENT	Rowley Regis
HIGH ST FM CORNGREAVES RD TO CRADLEY RD	Rowley Regis
HIGH ST FM C/L BASSANO RD TO HENDERSON WAY	Rowley Regis
HIGH ST FM BASSANO RD TO RBT OLDBURY RD	Rowley Regis
LONG LN FM RBT MARKET PLACE TO ARCHER WAY	Rowley Regis
OLDBURY ROAD FM HENDERSON WAY TO BIRMINGHAM ROAD	Rowley Regis
BEARWOOD RD FM THREE SHIRES OAK RD TO HAGLEY RD	Smethwick
CAPE HILL FM MONTAGUE RD TO SHIRELAND RD	Smethwick
HIGH ST FM END DCW A4030 TO WHITE RD	Smethwick
ST PAULS RD FM WHITE RD TO FENTON ST	Smethwick
BREWERY ST CDS FM HIGH ST TO END	Smethwick
BREWERY ST CDS FM CHURCH HILL ST TO END	Smethwick
GREAT BRIDGE FM C/L CANAL BGE TO C/L RIVER BGE	Tipton
MARKET PLACE GT BGE FM C/L RIVER TAME BGE TO RBT NEW RD	Tipton
MARKET PLACE GT BGE FM MARKET PLACE NR PH TO DCW	Tipton
MARKET PLACE BUS STATION LN 1 HORSELEY HEATH TO MKT PL	Tipton
UNION ST FM CAMPHILL LN TO MARKET PL	Wednesbury
MARKET PL FM WALSALL ST TO LOWER HIGH ST	Wednesbury
MARKET PL FM O/S 21 TO RIDDING LN 1W	Wednesbury
UPPER HIGH ST FM WALSALL ST TO HIGH BULLEN	Wednesbury
HIGH ST DUCHESS PARADE FM R/WAY TO C/L COVERED WAY	West Bromwich
HIGH ST PRINCESS PARADE FM C/L COVERED WAY TO R/WAY	West Bromwich

APPENDIX F

SALT BIN LOCATIONS

Last reviewed August 2021

Street	Town	Location
Abbey Crescent	Oldbury	opposite No 53
Abbotsford Avenue	Great Barr	junction Willow Road
Addenbrook Road	Smethwick	outside No 11 / 13
Addenbrook Way	Tipton	opposite No 26
Addenbrook Way	Tipton	outside No 3
Addenbrook Way	Tipton	outside No 39
Addison Terrace	Wednesbury	opposite Gregory Close
Aldridge Road	Oldbury	junction Queensway
Aldridge Road	Oldbury	junction Bodenham Gardens
Allendale Grove	Great Barr	opposite No 4
Anderson Crescent	Great Barr	by No 32 / 34
Anderson Crescent	Great Barr	junction Greenhill Gardens
Appleton Avenue	Great Barr	outside Red Admiral Pub
Appleton Avenue	Great Barr	outside No 2
Ardav Road	West Bromwich	opposite No 20 (Two Bins)
Arthur Harris Close	Smethwick	junction Montague Road
Arthur Harris Close	Smethwick	junction Arthur Harris Close
Arundel Drive	Tividale	opposite No 27
Ascot Close	Rowley Regis	junction Newbury Lane
Ashleigh Road	Tividale	outside No 32 / 34
Aston Road	Tividale	junction Pine Road
Baker Street	Tipton	by No 20
Barncroft Road	Tividale	opposite No 69
Barncroft Road	Tividale	opposite Barncroft Road cul-de-sac
Barncroft Road	Tividale	junction Regent Road
Barncroft Street	West Bromwich	opposite No 59 / 61
Barnford Crescent	Oldbury	on bend near No 58
Barnford Hill Close	Oldbury	junction Moat Road
Barnford Hill Close	Oldbury	side of No 56
Barrs Crescent	Cradley Heath	halfway up hill
Barrs Road	Cradley Heath	outside Fire Station
Barrs Road	Cradley Heath	junction Lee Road
Barston Road	Oldbury	outside No 63
Bartleet Road	Smethwick	junction Manor Road
Bartleet Road	Smethwick	on bend outside No 19
Beaconview Road	West Bromwich	outside "The Spinney"

[IL0: UNCLASSIFIED]

Beaconview Road	West Bromwich	near lamppost No 1
Bearwood Road	Smethwick	junction Church Road
Beaumont Road	Wednesbury	junction Manor House Road
Beeches Road	West Bromwich	by Expressway opposite Herbert St
Beeches Road	West Bromwich	by Trinity Way outside No 120
Berkshire Close	West Bromwich	jct Denbeigh Drive
Berkshire Close	West Bromwich	outside No 63
Bilhay Lane	West Bromwich	outside No 71 / 73
Birch Crescent	Tividale	near Elm Terrace
Birch Crescent	Tividale	near Packwood Road
Birch Road	Oldbury	junction Birch Lane
Birch Road	Oldbury	junction Hagley Road West
Birchley Park Avenue	Rowley Regis	junction Wolverhampton Rd
Birkdale Drive	Tividale	by lamppost No 2
Birmingham Road	West Bromwich	either side A41 footbridge
Blackthorne Road	Smethwick	junction Thimblemill Road
Blue Bell Road	Cradley Heath	opposite No.26
Bluestone Walk	Rowley Regis	by lamppost No. 6 at rear of No's 35/37 Portway Hill
Bluestone Walk	Rowley Regis	outside No 19
Blythfield Avenue	Great Barr	junction Longleat
Bodenham Road	Oldbury	junction Mavis Gardens
Bodenham Road	Oldbury	junction Aldridge Road
Bond Street	Rowley Regis	outside No 17
Boscobel Road	Great Barr	junction Packwood Drive
Bowden Road	Smethwick	outside No 97 / 99
Bramah Way	Tipton	junction New Road
Brandhall Road	Oldbury	junction George Road
Brasshouse Lane	Smethwick	on bend near steps
Brecknock Road	West Bromwich	outside MEB sub-station
Bridge Street	West Bromwich	opposite No 39 / 40
Bridle Grove	West Bromwich	at end of cul-de-sac
Bristnall Hall Crescent	Oldbury	opposite No 28
Bristnall Hall Lane	Oldbury	near School entrance
Britannia Street	Tividale	opposite "Barnshaws"
Broadmoor Avenue	Smethwick	opposite cul-de-sac
Broadway Croft	Oldbury	end of service road
Brookes Close	Tividale	in turning area

[I L O : U N C L A S S I F I E D]

Brookes Meadow	Tipton	junction Lower Comball
Broomhill Lane	Great Barr	opposite No 8
Buckingham Road	Rowley Regis	next to MEB sub-station
Bullfields Close	Rowley Regis	junction Hyatts Walk
Burmese Way	Rowley Regis	junction Dudley Road
Burns Close	Smethwick	on bend
Bury Hill Road	Tividale	opposite St James Road
Caddick Crescent	West Bromwich	opposite No 1 / 2
Caddick Crescent	West Bromwich	opposite No 27 / 28
Caldwell Street	West Bromwich	10m down from No 71
California Road	Tividale	junction Fairway Avenue
Calverton Grove	Great Barr	opposite No 103
Camp Street	Wednesbury	by lamppost No 8
Camp Street	Wednesbury	on bend
Camp Street	Wednesbury	outside car park to Farmfoods
Capener Road	Great Barr	opposite No 16
Castle Road West	Oldbury	outside MEB sub-station
Charlemont Avenue	West Bromwich	outside No 30
Charlemont Avenue	West Bromwich	outside No 9 / 11
Chatsworth Avenue	Great Barr	by No 27 / 29
Cherry Orchard	Cradley Heath	by lamppost No 5
Chestnut Road	Oldbury	outside No 64
Chudleigh Grove	Great Barr	junction Kirkstone Crescent
Church Hill	Wednesbury	opposite No 36
Church Hill Street	Smethwick	opposite Lowry Close
Church Road	Smethwick	junction Church Gardens flats
Churchfields Road	Wednesbury	junction Vicarage Road
City Road	Tividale	in lay by
City Road	Tividale	outside No 377
Clent Hill Drive	Rowley Regis	near lamppost No 6
Clifford Road	West Bromwich	outside No 73 / 75
Clifford Road	West Bromwich	junction of Westbourne Road
Clun Close	Tividale	junction Red Lion Close
Coneygree Industrial Estate	Tipton	outside Unit No 29
Coneygree Industrial Estate	Tipton	outside Unit No 3
Coneygree Industrial Estate	Tipton	opposite Unit No 37
Coombe Hill	Cradley Heath	opposite No 12

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Coombe Hill	Cradley Heath	by Lansbury Green
Coppice Road	Cradley Heath	junction Spring Crescent
Corngreaves Walk	Cradley Heath	opposite No 1
Cricketers Meadow	Cradley Heath	near Haden Park Road
Crookhay Lane	West Bromwich	junction Chester Road
Cumberland Road	Oldbury	opposite No 10
Cumberland Road	Oldbury	outside No 36
Cygnat Road	West Bromwich	by alleyway opposite No 11
Dane Terrace	Rowley Regis	outside No 26
Danford Way	Great Barr	junction Valarie Grove
Danford Way	Great Barr	junction Tanhouse Avenue
Danford Way	Great Barr	junction Chatsworth Avenue
Darbys Hill Road	Tividale	outside School
Dawson Street	Smethwick	junction Dale Street
Delville Road	Wednesbury	on bend
Delville Road	Wednesbury	side of No 5 Delville Terrace
Denbigh Drive	Wednesbury	junction Trotters Lane
Denbigh Drive	West Bromwich	outside No 71
Denbigh Road	Tipton	by lamppost No 2
Devon Crescent	West Bromwich	junction Sussex Avenue No 33
Devon Crescent	West Bromwich	junction Sussex Avenue No 51
Devonshire Drive	West Bromwich	junction Reform Street
Devonshire Road	Smethwick	side of No 126
Dibble Road	Smethwick	side of No 162
Dingle Avenue	Cradley Heath	outside No 1
Doulton Drive	Smethwick	opposite No 47 / 49
Doulton Road	Rowley Regis	by crossing point
Druids Avenue	Rowley Regis	outside No 45
Dudhill Road	Rowley Regis	opposite School
Dudley Close	Rowley Regis	junction Dudley Road
Duke Street	Rowley Regis	junction Powke Lane
Eagle Street	Tipton	adjacent No 28
Eastwood Road	Great Barr	end of cul-de-sac
Eastwood Road	Great Barr	vicinity of 94 / 96
Eden Grove	West Bromwich	by parking bays on bend
Edgbaston Road	Smethwick	junction High Street
Edinburgh Road	Oldbury	opposite No 73

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Elm Croft	Oldbury	junction Oak Road
Embassy Road	Tividale	on bend
Enfield Road	Rowley Regis	junction Bell End
Ennerdale Road	Great Barr	outside No 45 / 47
Ethel Street	Smethwick	junction Thimblemill Road
Falcon Place	Tividale	junction Tower Road
Farm Road	Oldbury	junction Langley Green Road
Farm Road	Rowley Regis	junction Fallowfield Road
Firs Lane	Smethwick	junction Coopers Lane
Foley Drive	Oldbury	junction Kingsway
Foxes Ridge	Cradley Heath	opposite No 3
Frank Fisher Way	West Bromwich	next to traffic island
Freda Rise	Tividale	junction Hilton Road
Gadds Drive	Rowley Regis	junction Throne Crescent
Gale Walk	Rowley Regis	junction Springfield Lane
Garratt Street	West Bromwich	near top on left hand side
Garratts Lane	Cradley Heath	by C.M.T Ltd
George Road	Oldbury	junction Colman Crescent
George Road	Oldbury	junction Siskin Close
George Road	Oldbury	opposite No 58
Gladys Road	Smethwick	junction Thimblemill Road
Gleneagles Drive	Tividale	top of cul-de-sac
Goldby Drive	Wednesbury	junction Old Park Road
Goodwyn Avenue	Oldbury	by lamppost No 1
Goodyear Road	Smethwick	junction The Oval opposite No 14
Gorse Farm Road	Great Barr	near no 63
Grace Road	Tividale	junction Ashleigh Road
Grace Road	Tividale	junction Mount Road
Granville Road	Cradley Heath	by garages
Green Lane	Great Barr	junction Heather Road
Greswold Street	West Bromwich	on bend near Milton Street
Grove Vale Avenue	Great Barr	junction Newton Road
Haden Park Road	Cradley Heath	junction Barrs Road
Haden Park Road	Cradley Heath	junction Timbertree Road
Haden Park Road	Cradley Heath	on corner by No 35
Hadendale	Cradley Heath	outside No 3
Hailston Close	Rowley Regis	junction Wendover Road

[I L O : U N C L A S S I F I E D]

Hailstone lose	Rowley Regis	corner Springvale Road
Hales Crescent	Smethwick	on grassed area
Hales Crescent	Smethwick	outside No 91 / 93
Hamilton Road	Smethwick	junction Alexander Road
Hamilton Road	Smethwick	on the bend
Hampshire Road	Wednesbury	junction Surrey Crescent
Hamstead Road	Great Barr	opposite No 68
Hamstead Road	Great Barr	on splitter island
Hanover Road	Rowley Regis	outside No 124
Harcourt Road	Wednesbury	junction Delville Road
Hardwick Drive	Cradley Heath	outside No 27
Hardy Road	Wednesbury	junction Vicar Street
Hardy Road	Wednesbury	outside No 1 / 3
Harewood Avenue	Great Barr	on bend
Harlech Close	Tividale	at end of cul-de-sac
harrington croft	West Bromwich	outside No 10
Harvest Road	Smethwick	on bend
Harwood Street	West Bromwich	next to pathway side of No 5
Hawfield Road	Tividale	junction School Close
Hawthorn Croft	Oldbury	junction Hagley Road West
Haypits Close	West Bromwich	at end of cul-de-sac
Haysech	Cradley Heath	junction Haden Close by No 48
Hembs Crescent	Great Barr	junction Stanton Road
Hembs Crescent	Great Barr	side of No 26
Higgs Field Crescent	Rowley Regis	outside No 19 Terrace St
Higgs Field Crescent	Rowley Regis	junction Waterfall Lane
High Avenue	Cradley Heath	by grass area on hill
High Haden Road	Cradley Heath	outside No 59 / 61
High Street	Smethwick	footbridge near to steps
Highbury Avenue	Rowley Regis	side of No 22
Highbury Road	Oldbury	junction Thompson Road
Highcroft	Great Barr	outside No 6
Highfield Crescent	Cradley Heath	opposite No 1 Walton Avenue
Highfield Road	Smethwick	junction Westfield Road
Hill Lane	Great Barr	outside No 2
Hillbank	Tividale	junction Ash Tree Road
Hillcrest Road	Great Barr	junction Whitecrest

[I L O : U N C L A S S I F I E D]

Hillfield Walk	Rowley Regis	side of 47 Royal Oak Road
Hillfields	Smethwick	junction Thimblemill Road
Hillside Avenue	Cradley Heath	outside No 16
Hillside Road	Great Barr	junction service road
Hobhouse Close	Great Barr	corner Hobhouse Close
Hodges Drive	Tividale	junction Wakeman Drive
Hodges Drive	Tividale	outside No 15 / 17
Hollies Drive	Wednesbury	outside No 5A
Hollywood	Great Barr	side of No 26
Hopkins Drive	West Bromwich	outside No 59
Hopkins Drive	West Bromwich	outside No 35
Howard Street	West Bromwich	half way down street
Hoylake Drive	Tividale	junction Sunningdale Drive
Hugh Road	Smethwick	junction Auckland Road
Ingestre Drive	Great Barr	top of cul-de-sac
Ivy House road	Rowley Regis	outside No 44
James Watt Street	West Bromwich	outside No 48
Jayne Close	West Bromwich	junction Walsall Road
Jill Avenue	West Bromwich	outside No 13
Jonah Drive	Tipton	opposite No 34
Katherine Road	Smethwick	outside No 118
Keir Road	Wednesbury	side of No 171 Crankhall Lane
Kendal Rise	Oldbury	junction Moat Road
Kenilworth Road	Oldbury	junction Castle Road West
Kiln Croft	Rowley Regis	junction Doulton Road
Kiniths Crescent	West Bromwich	top of cul-de-sac by No 22
Kirkham Way	Tipton	40m Alexander Road
Knotsall Lane	Oldbury	junction Bristnall Hall Road
Knotsall Lane	Oldbury	by No 330A
Ladbury Grove	Yew Tree Estate	vicinity No 18
Lakeside Road	West Bromwich	by No 8
Lammermoor Avenue	Great Barr	junction Whitecrest
Langford Avenue	Great Barr	outside No 23 / 25
Langford Avenue	Great Barr	by No 2
Langley High Street	Oldbury	on bridge
Larchwood Green	Yew Tree Estate	on bend outside No 15
Law Close	Tividale	junction Temple Way

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Lawton Close	Rowley Regis	on bend
Lechlade Road	Great Barr	between No 54 and pub
Lechlade Road	Great Barr	outside No 40
Lee Street	West Bromwich	junction Barrack Street
Leicester Close	Smethwick	entrance to garage area
Leslie Rise	Tividale	outside No 13 /15
Leveson Drive	Tipton	junction Factory Road
Linden Avenue	Great Barr	opp 49 nr the bottom
Linden Avenue	Great Barr	near No 153
Linden Avenue	Tividale	opposite No 51
Linden Road	Smethwick	junction Merrivale Road
Little Hill	Wednesbury	junction Church Hill
Little Lane	West Bromwich	opposite No 10
Lochranza Croft	Great Barr	junction Birmingham Road
Long Meadow	Rowley Regis	rear of No 34
Longbank Road	Tividale	junction Ashleigh Road
Longbank Road	Tividale	near lamppost No 6
Lotus Drive	Cradley Heath	junction Best Street
Lye Cross Road	Tividale	opposite No 52
Macdonald Close	Tividale	junction Temple Way
Mace Street	Cradley Heath	on bend
Magnolia Drive	Yew Tree Estate	junction Bellflower Drive
Majestic Way	Rowley Regis	by No 2
Majestic Way	Rowley Regis	opposite Sandringham Drive
Majestic Way	Rowley Regis	outside No 64
Mansion Crescent	Smethwick	on bend
Maple Rise	Oldbury	outside No 6
Marlborough Road	Smethwick	outside No 80
Marquis Drive	Cradley Heath	opposite No 25
Marshall Road	Oldbury	opposite No 18
Maurice Road	Smethwick	junction Abbey Road
Meadow Road	Oldbury	junction Kenelm Road
Meadow Road	Smethwick	junction Rosefield Road
Meadow Walk	Cradley Heath	junction The Terrace
Meadowside Close	Great Barr	junction Danford Way
Melbourne Close	West Bromwich	junction Castle Street
Meredith Street	Cradley Heath	at side of No 30

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Mill Hill	Smethwick	by lamppost opposite No 2
Millpool Way	Smethwick	junction Bearwood Road
Millpool Way	Smethwick	on bend
Moatfield Terrace	Wednesbury	opposite Kendrick Street
Monksfield Avenue	Great Barr	opposite Dale Close
Monmouth Drive	West Bromwich	opposite John Bosco Close
Moor Lane	Rowley Regis	junction Highams Close
Morgan Close	Cradley Heath	by lamppost No 3
Mount Road	Tividale	junction Hilton Road
Mountford Close	Rowley Regis	by allotment fence
Murifield Crescent	Tividale	outside No 56
Napier Drive	Tipton	junction Horseley Road
Narel Sharpe Close	Smethwick	junction Grenville Drive
Nelson Street	West Bromwich	junction James Eaton Close
Newhall Road	Rowley Regis	opposite cable cabinet
Newton Gardens	West Bromwich	outside No 18
Newton Street	West Bromwich	junction Hollyhedge Road
Nicholls Street	West Bromwich	by Trinity Way opposite No 54A
Norfolk Road	Oldbury	opposite flats
Norman Terrace	Rowley Regis	junction Hanover Road
North Road	Tipton	opposite No 73
Oak Crescent	Tividale	on bend
Oakdale Close	Oldbury	opposite No 7
Oakdale Close	Wednesbury	outside No 11
Oakswell Street	Wednesbury	between No 30 / 32
Old Park road	Oldbury	outside Fire Station
Old School Drive	Rowley Regis	outside No 24 / 26
Old Walsall Road	Great Barr	corner Hobhouse Close
Oldacre Road	Oldbury	O/S SCHOOL
Oldacre Road	Oldbury	opposite No 73
Orchard Close	Rowley Regis	in cul-de-sac
Owen Street	Tipton	by Fountain pub on bridge
Owens Way	Rowley Regis	opposite No 21
Oxford Way	Tipton	Sedgley Road West
Packwood Drive	Great Barr	junction Wrottesley Road
Packwood Road	Tividale	opposite No 97
Pargeter Road	Smethwick	near No 114

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Park Avenue	Rowley Regis	junction Bell End
Park Avenue	Tipton	between lampposts 13 / 14
Park Lane West	Tipton	outside flats 179 to 184
Park Street	Cradley Heath	opposite Oak Street
Pavillion Avenue	Smethwick	on footway by No 27
Payton Close	Tividale	junction Brades Road
Pembroke Road	Wednesbury	JUNCTION Windsor ROAD
Penn cricket Lane	Rowley Regis	junction Oldbury Road
Perryhill Lane	Oldbury	junction Hagley Road West
Pine Avenue	Wednesbury	next to footway serving No 43 / 44
Pitcairn Road	West Bromwich	junction Norman Road
Pleasant Street	West Bromwich	opposite No 2
Pleasant Street	West Bromwich	junction Lee Street
Pool Road	Smethwick	junction Brook Street
Pool Road	Tipton	near lamppost No 7
Poplar Avenue	Tipton	outside No 1
Poplar Avenue	Tividale	junction Poplar Rise
POPPY Drive	Yew Tree Estate	junction Woodruff Way
Portersfield Road	Cradley Heath	junction Cradley Road
Portobello Road	West Bromwich	outside No 10
Portway Walk	Rowley Regis	in cul-de-sac
Pottery Road	Smethwick	outside No 168
Pound Road	Wednesbury	junction Brunswick Park Road
Pound Road	Wednesbury	junction Brunswick Park Road
Princes Road	Tividale	junction Dudley Road West
Princess Grove	West Bromwich	outside No 35
Princess Grove	West Bromwich	end of cul-de-sac
Princess Road	Oldbury	on bend
Princess Road	Oldbury	outside No 38 / 39
Princess Road	Tividale	on bend
Pritchard Street	Wednesbury	by No 4
Pryor Road	Oldbury	junction Brookfields Road
Quarry Rise	Tividale	on footway near spring end
Quarry Rise	Tividale	near head of cul-de-sac
Queens Drive	Rowley Regis	opposite no 94
Radnor Road	Oldbury	rear of "Avery Court" flats
Ragley Drive	Great Barr	near aquaduct

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Raleigh Croft	Great Barr	outside No 32
Rathbone Road	Smethwick	outside No 111
Rawlings Road	Smethwick	junction Bearwood Road
Readers Walk	Great Barr	by garages
Red Lion Close	Tividale	junction Harlech Close
Regan Drive	Tividale	by lamppost No 3
Regent Avenue	Tividale	outside No 8
Regent Drive	Tividale	by lamppost No 003
Regent Road	Tividale	outside No 160
Regent Road	Tividale	junction Beech Road
Regent Street	Smethwick	junction High Street
Regent Street	Smethwick	junction CROCKETS LANE
Regis Heath Road	Rowley Regis	opposite No 103A
Reservoir Road	Rowley Regis	side of No 45
Richard William Road	Wednesbury	outside No 56 / 58
Richmond Road	Smethwick	junction Merrivale Road
Ridding Square	West Bromwich	jct Witton Lane
Roman Way	Rowley Regis	opposite No 22
Roman Way	Rowley Regis	side of No 40
Ross Heights	Rowley Regis	outside No 31
Rough Hill Drive	Rowley Regis	between Dudley Road and No 10
Rowley Hall Avenue	Rowley Regis	opposite No 24
Rowley Hill View	Cradley Heath	junction Barrs Road
Royal Oak Road	Rowley Regis	junction Blackberry Lane
Sabell Road	Smethwick	outside No 19
Salop Drive	Oldbury	side entrance to Beechcroft
Salop Road	Oldbury	junction Eva Road
Sandfields Road	Oldbury	near George Road
Sandfields Road	Oldbury	opposite Conway Avenue
Sandfields Road	Oldbury	outside No 40
Sandringham Drive	Rowley Regis	opposite No 4
Sandringham Drive	Rowley Regis	near lamppost No 6
Sandwell Grove	Cradley Heath	outside No 32
Saxon Drive	Rowley Regis	junction Rowley Hall Avenue
Saxon Drive	Rowley Regis	by lamppost No 6
Schofield Avenue	West Bromwich	outside No 32
School Street	Cradley Heath	on bend

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Scott Road	Great Barr	jct Birmingham Road
Scotwell Close	Rowley Regis	junction Pennant Road
Shaftesbury Square	West Bromwich	opposite No 1
Sheepfold Close	Rowley Regis	junction Knowle Road
Sheldon Avenue	Wednesbury	next to driveway
Shenstone Road	Great Barr	outside No 6
Sherbourne Road	Cradley Heath	outside MEB sub-station
Shire Close	Oldbury	by house No 10
Short Road	Smethwick	junction Harvest Road
Shrubbery Avenue	Tipton	junction Menin Road
Sidaway Close	Rowley Regis	on bend
Silverlands Avenue	Oldbury	junction Moat Road
Siviters Lane	Rowley Regis	opposite Siviters Close
Smith Close	Smethwick	on bend opposite No 4
Solari Close	Tipton	side of No 1
South Road	Smethwick	opposite DHSS
Speakers Close	Tividale	junction View Point
Spouhouse Lane	Great Barr	outside No 164 / 166
Springfield Close	Rowley Regis	junction Dudley Road
Springfield Lane	Rowley Regis	by canal bridge
Squirrels Hollow	Oldbury	end of road (Two bins)
St Albans Road	Smethwick	junction St Pauls Road
St Albans Road	Smethwick	outside No 47 / 49
St Brades Close	Tividale	opposite No 3
St Brades Close	Tividale	opposite No 55 / 57
St Christophers Close	West Bromwich	on grass opposite No 66
St Giles Avenue	Rowley Regis	junction St Johns Avenue
St Johns Avenue	Rowley Regis	outside No 28
St Katherines Road	Oldbury	junction Bristnall Hall Road
St Lukes Close	Rowley Regis	on bend
St Marks Road	Smethwick	junction Thimblemill Road
St Marys Road	Wednesbury	junction Ethelfred Terrace
St Marys Road	Wednesbury	junction Church Hill
Stanford Drive	Rowley Regis	by lamppost No 1
Stanhope Road	Smethwick	entrance to cul-de-sac
Stanhope Road	Smethwick	junction Astbury Avenue
Stanton Road	Great Barr	junction service road

[I L O : U N C L A S S I F I E D]

Stella Grove	Great Barr	by lamppost No 6
Stokesay Close	Tivdale	end of footpath
Stoney Lane	West Bromwich	junction with Summer Street
Strawberry Close	Tivdale	junction Tower Road
Strawberry Close	Tivdale	opposite cul-de-sac
Stuart Road	Rowley Regis	in cul-de-sac
Summer Road	Oldbury	junction Oldbury Road
Summer Road	Oldbury	junction Oldbury Road
Surrey Crescent	West Bromwich	junction Chester Road
Surrey Crescent	West Bromwich	junction Hampshire Road
Sutherland Road	Cradley Heath	opposite No 66
Talbot Road	Smethwick	junction Merrivale Road
Tame Rise	Oldbury	junction Tame Road
Tame Road	Oldbury	junction Perry Hill Road
Tame Road	Oldbury	outside Library
Templemore Drive	Great Barr	OPP NO 2
Terrace Street	Rowley Regis	opposite No 24
Terrace Street	Wednesbury	junction Arundel Avenue
The Broadway	West Bromwich	junction Mostyn Crescent
The Grove	Great Barr	opposite Red House Park Road
The Grove	Great Barr	in the cul-de-sac
The Horseshoe	Oldbury	at both junctions (Two Bins)
The Oval	Smethwick	corner Harold Road by No 40
The Oval	Smethwick	corner Short Road by No 55
The Retreat	Cradley Heath	shrubbed area opposite No 8
Thompson Road	Smethwick	opposite No 31
Throne Close	Rowley Regis	junction Throne Road
Throne Crescent	Rowley Regis	junction Throne Road
Throne Crescent	Rowley Regis	on bend
Thuree Road	Smethwick	junction Woodbourne Road
Timbertree Crescent	Cradley Heath	junction Timbertree Road
Timbertree Crescent	Cradley Heath	junction Briery Close
Timbertree Crescent	Cradley Heath	side of No 88
Timothy Road	Tivdale	off Tower Road outside No 7 / 9
Timothy Road	Tivdale	outside No 19
Tiverton Drive	West Bromwich	rear of No 31
Topsham Road	Smethwick	outside No 67 / 69

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Trafalgar court	Tividale	on hill at A4123 junction
Trejon Road	Cradley Heath	opposite No 85
Trejon Road	Cradley Heath	opposite No 40b
Trinder Road	Smethwick	junction Norman Road
Tunnel Road	West Bromwich	junction Castle Street
Union Street	Smethwick	Junction Kendrick Way
Union Street	Wednesbury	junction Market Place
Union Street	Wednesbury	on fence line at Camp Street Car Park
Union Street	Wednesbury	two bins, locations 471 & 472
Unketts Road	Smethwick	opposite No 22
Uplands Avenue	Rowley Regis	outside No 120
Uplands Avenue	Rowley Regis	outside No 24
Valley Road	Cradley Heath	opposite No 11
Valley Road	Great Barr	outside No 164 / 166
Vestry Close	Cradley Heath	on bend
Vicarage Street	Oldbury	junction Vicarage Road
Vicarage Street	Oldbury	opposite No 63
Victoria Road	Cradley Heath	opposite No 21 / 22
Victoria Road	Cradley Heath	opposite No 35
View Point	Tividale	junction Darbys Hill Road
View Point	Tividale	outside No 33
Vince Street	Smethwick	junction Dale Street
Wall Close	Smethwick	on bend opposite parking bays
Wallace Rise	Rowley Regis	outside No 1
Wallace Road	Rowley Regis	opposite No 63
Walsall Road	West Bromwich	OPP NAVIGATION
Walton Close	Rowley Regis	outside No 25 / 26
Warley Hall Road	Oldbury	junction Wilson Road
Warstone Drive	West Bromwich	near Old Peoples Home
Warwick Close	Oldbury	in parking area
Waterways Drive	Tividale	on bend
Watery Lane	Tipton	junction Queens Road
Watery Lane	Tipton	on over-bridge
Wellcroft Street	Wednesbury	junction Trowse Lane
Wellington Street	Cradley Heath	on bend
Wendover Road	Rowley Regis	junction Crendon Road
West Avenue	Tividale	junction City Road

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West Avenue	Tividale	outside No 30 / 32
West Bromwich Road	Walsall	outside No 43
Westmead Drive	Oldbury	by bollards near No 21
Wharfdale Street	Wednesbury	junction Spring Head
Wharfdale Street	Wednesbury	opposite No 18
Wheatley Close	Oldbury	near No 1
Wheatley road	Oldbury	opposite No 53
White Road	Smethwick	outside No 9
Whitecrest	Great Barr	outside 42
Whitworth Drive	West Bromwich	on footway opposite No 4
Wickham Square	West Bromwich	on island in parking area
Willow Drive	Tividale	junction Hawfield Road
Windmill Street	Wednesbury	junction Walsall Street
Windsor Road	Rowley Regis	side of No 35
Windsor Road	Rowley Regis	side of No 33
Woburn Drive	Cradley Heath	outside No 38
Woburn Drive	Cradley Heath	on grassed area near No 79
Woodfort Road	Great Barr	opp 55 and jct of Templemore x2
Woodgreen Road	Oldbury	side of Dominos Pizza
Woodgreen Road	Oldbury	side of Kentucky (Two bins)
Woodhouse Way	Cradley Heath	junction St Annes Road
Woolpack Close	Rowley Regis	outside No 23
Worcester Road	Oldbury	junction Queensway
Worcester Road	Oldbury	opposite No 29
Wylde Crescent	Rowley Regis	opposite No 63 Stuart Road
Yardley Close	Oldbury	by entrance to car park
Yew Tree Lane	Rowley Regis	junction Moor Lane
Yew Tree Lane	Rowley Regis	junction Powke Lane

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Report to Cabinet

3 November 2021

Subject:	Award a Contract for Superimposed Road Markings, Specialist Surfacing and Studs
Cabinet Member:	Cllr Ahmad Bostan – Cabinet Member for Environment
Director:	Nicholas Austin – Interim Director of Borough Economy
Key Decision:	Yes
Contact Officer:	Robin Weare – Service Manager, Highways Robin_Weare@sandwell.gov.uk

1 Recommendations

- 1.1 That the Interim Director of Borough Economy be authorised to award a contract for the provision of Road Markings, Specialist Surfacing and Studs; for general maintenance of new and existing road markings around the Borough following a compliant competitive tender process in collaboration with Dudley MBC and Wolverhampton City Council.
- 1.2 That the Director of Law and Governance – Monitoring Officer be authorised to execute any documentation necessary to enable 1.1 above.
- 1.3 That any necessary exemptions be made to the Procurement and Contract Procedure Rules to enable the course of action referred to in 1.1 above to proceed.
- 1.4 That approval be given to Sandwell MBC entering into a collaboration agreement with Dudley and Wolverhampton for the provision of Road Markings, Specialist Surfacing and Studs; for general maintenance of new and existing road markings around the Borough.



2 Reasons for Recommendations

- 2.1 Authority is sought to authorise the Interim Director of Borough Economy, to approve and award the contract and accept a tender for the procurement of Superimposed Road Markings, Specialist Surfacing and Studs, once the evaluation process is complete following a compliant competitive tender exercise.
- 2.2 Road users and the wider community place a high value on keeping traffic moving safely around the Borough. Ensuring road markings are visible and understandable is vital for road safety. They communicate important information to road users, help them safely navigate the road network and highlight upcoming hazards. Failure to adequately maintain road markings can result in accidents, avoidable congestion, consequent adverse economic and social impacts, public dissatisfaction and significant reputational damage.
- 2.3 As the Local Highway Authority; the Council has a statutory duty to ensure the road is maintained in a safe and useable manner.
- 2.4 To meet this duty, routine maintenance of road markings is undertaken across the Borough. This incorporates both general road markings and those road markings which communicate restrictions such as double yellow lines and red routes.
- 2.5 The road marking contract is also used for the installation of advisory spaces for disabled badge holders.
- 2.6 The framework tender is a collaboration with Dudley Metropolitan Borough Council and Wolverhampton City Council in order that Sandwell can benefit from economies of scale and reduced tendering costs.



3 How does this deliver objectives of the Corporate Plan?

	Best start in life for children and young people Good, well maintained highway infrastructure will encourage more walking and cycling increasing wellbeing, improving road safety and promoting cleaner air quality.
	People live well and age well The Highway environment plays an important role in the life of the community, particularly the positive opportunities that they can bring from social inclusion and interaction.
	Good quality Highways infrastructure will make our communities feel safe, more protected and confident in their homes and neighbourhoods.
	Well maintained highways bring increased economic and physical activity and reduces wear and tear and accident damage.
	Our highways are the arteries of our communities. They connect our residents to employment, education, local services and indeed the wider world. They enable economic growth, social mobility and are vital in ensuring good health outcomes.

4 Context and Key Issues

- 4.1 Cabinet approval is sought for delegated authority to approve the award of a framework tender in collaboration with Dudley Metropolitan Borough Council and Wolverhampton City Council for a period of up to 4 years for Superimposed Road Markings, Specialist Surfacing and Studs.
- 4.2 The current contract for the supply of Superimposed Road Markings Specialist Surfacing and Studs expires on 31st January 2022.
- 4.3 The tendering exercise will aim to ensure seamless operations remain in place and to enable a smooth and efficient switch to the new contract.



- 4.4 The exercise will be carried out by Sandwell MBC acting as lead authority, in collaboration with Dudley MBC and Wolverhampton City Council who will utilise the contract to support their own road marking operations.
- 4.5 Many road markings are used to give effect to regulatory provisions and it is important that their legal status is not affected by undue wear or damage. A high proportion of road markings are essential for road safety or fundamental to the implementation of integrated transport policy, for example traffic calming schemes, bus priority measures and the delineation of cycle routes. If such markings are not kept in good order, the measures may lose effectiveness and the success of transport integration compromised.
- 4.6 It is anticipated that the combined value of the framework agreement over a 4-year period will be between £1,000,000 and £1,500,000, of which Sandwell's proportion is estimated to be approximately half based on historic usage.
- 4.7 The tender will be evaluated by 80% price and 20% quality with tender evaluation completed by both Sandwell and Dudley MBC.

5 Alternative Options

- 5.1 There are no recommended affordable alternatives to maintain existing road markings, specialist surfacing and Studs.



6 Implications

<p>Resources:</p>	<p>The actual services to be delivered through these Framework Agreements will be determined by each year's approved budget and although no guarantee of expenditure is given to contractors it is estimated that the services to be procured by the Council over the life of the agreement will be approximately £1,000,000 and £1,500,000.</p>
<p>Legal and Governance:</p>	<p>The principal statutory duty imposed on local highway authorities is to maintain the highway maintainable at public expense.</p> <p>The Council, in carrying out transportation, highways and infrastructure related work, will do so under the relevant primary legislation comprising the Highways Act 1980; Road Traffic Act 1974; Road Traffic Regulation Act 1984; Local Government Act 1972; Traffic Management Act 2004; and Transport Act 2000 and other related regulations, instructions, directives and general guidance.</p> <p>The Traffic Management Act 2004 imposes a network management duty on a council to manage day-to-day operational use of its highways to 'keep traffic moving'.</p>
<p>Risk:</p>	<p>The Council has a duty to meet its legal obligations to mitigate service risks related to third party liability claims arising from accidents and injury due to condition of the highway.</p> <p>The key service risk relates to third party liability claims arising from accident and injury due to condition of the highway or non-compliance with statutory obligations. The duty is not absolute, but decisions must be taken on reasonable grounds with due care and regard to relevant considerations as set out in best practice guidance 'Well-managed Highway Infrastructure'.</p>



Equality:	There are no specific equality issues regarding the proposals contained in this report. The requirements of the Equality Act 2010 are included in the Framework Agreement Documentation to draw attention to the detail of, and the need to comply with, the Act.
Health and Wellbeing:	The Highway environment plays an important role in the life of the community, particularly the positive opportunities that they can bring from social inclusion and interaction.
Social Value	Not applicable in this instance.

7. Appendices

None

8. Background Papers

8.1 Tender documentation

8.2 Well-managed Highway Infrastructure – Code of Practice Last updated October 2016



Report to Cabinet

3 November 2021

Subject:	Approving Amendments to the Black Country Executive Joint Committee Collaboration Agreement
Cabinet Member:	Councillor Iqbal Padda - Cabinet Member for Regeneration and Growth
Director:	Tony McGovern – Director of Regeneration and Growth Simone Hines – Director of Finance
Key Decision:	No
Contact Officer:	Matthew Driver, Senior Accountant Matthew.Driver@sandwell.gov.uk Jenna Langford, Regeneration Manager Jenna.Langford@sandwell.gov.uk

1 Recommendations

- 1.1 That approval be given to amendments to the Black Country Executive Joint Committee Collaboration Agreement covering the Joint Committee Advisory Board removal, as set out at Appendix A.
- 1.2 That the Director of Regeneration and Growth and the Director of Finance be authorised to draft and enter into the appropriate Black Country Executive Joint Committee Collaboration Agreement Deed of Variation.
- 1.3 That the Chief Executive, in consultation with the Leader of the Council, be authorised to take part in any negotiations and to make any minor amendments in connection with 1.1 and 1.2 above, prior to its sealing as a Deed.



2 Reasons for Recommendations

- 2.1 The Collaboration Agreement sets out the role of the Black Country Executive Joint Committee (BCJC) and how the Black Country Councils and the Black Country Consortium will work together. The Collaboration Agreement includes an acceptance of delegated authority from each of the Councils Cabinets for the BCJC to act as the decision making body for identified programmes.
- 2.2 At its meeting on 5 November 2020, ABCA Chief Executives considered proposals for streamlining the BCJC governance arrangements and processes, and the option of removing Joint Committee Advisory Board approval stage and increasing the number of BCJC meetings was endorsed. It was followed by ABCA Leaders (9 December 2020) and Joint Committee Advisory Board (1 February 2021).
- 2.3 The removal of the Joint Committee Advisory Board resulted in the Heads of Regeneration Working Group holding the responsibility for consultation on all reports requiring recommendation to BCJC, including with the Cabinet Portfolio Holders. To ensure continuous visibility and transparency Heads of Regeneration now brief their respective Regeneration Cabinet Portfolio Holder on all of the reports, from across the Black Country, which require Heads of Regeneration Working Group endorsement.
- 2.4 The increase of BCJC meeting frequency ensures that key time-bound projects can receive approvals as required, reducing any delays. However, if there are no items on the BCJC forward plan meetings will be cancelled.
- 2.5 The revised process is still compliant with requirements set out within the National and Local Assurance Frameworks following individual project assessments and spend recommendations by the Black Country Local Enterprise Partnership.
- 2.6 BCJC approved and adopted the current governance arrangements at its meeting on 17 February 2021. The BCJC Constitution and Protocols, and the BCLEP Local Assurance Framework have been updated to reflect these changes and were approved by the BCJC at its Annual General Meeting on 23 June 2021.



- 2.7 The parties have and continue to use the governance and operational arrangements as set out within the Collaboration Agreement to successfully deliver the programmes.

3 How does this deliver objectives of the Corporate Plan?

	<p>A strong and inclusive economy</p> <p>The recommendations in this report will allow the council to continue to work with the Black Country Local Enterprise Partnership and our neighbouring local authorities to make the best use of funding opportunities available for the Black Country.</p>
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4 Context and Key Issues

- 4.1 Black Country Councils were asked during 2013 to consider and approve the formation of the Black Country Executive Joint Committee (BCJC), subsequently granting it the functions and powers to administer the City Deal and Growth Deal programmes. Sandwell’s Cabinet approved these arrangements on the 13th November 2013.
- 4.2 These roles functions and powers, together with how the four Black Country Councils and the Black Country Consortium (the five partners) would work together were captured in the City Deal and Growth Deal Collaboration Agreement, signed and sealed on the 7 May 2014. This included an acceptance of delegated authority from each of the Councils Cabinets for the BCJC to act as the decision making body for these identified programmes.
- 4.3 Amendments to the Collaboration Agreement were approved by the Black Country Local Authorities and the Black Country Executive Joint Committee (BCJC) as follows:
- 7 September 2016 (BCJC) to incorporate all funding opportunities administered by or resulting from the West Midlands Combined Authority.



- 12 February 2020 (BCJC) to incorporate all current and future funding opportunities secured or operated by or through the Black Country Local Enterprise Partnership (BC LEP).
- 9 December 2020 (BCJC) via a Supplemental Deed of Variation to add the governance and processes in relation to the Black Country Enterprise Zones.

4.4 These arrangements have successfully administered a number of complex government programmes over the past five years, these include but not limited to the annual Growth Deal spend profiles set by Government being met in full, with all funding claimed, audit requirements fulfilled and government evaluations met.

5 Alternative Options

5.1 Failure to approve the proposed amendment to the Collaboration Agreement may impact on the operation of the BCJC which has successfully administered a number of complex government programmes including Growth Deal over the past five years. It is unlikely that Sandwell MBC would be able to access this funding without being part of the Collaboration agreement.

6 Implications

Resources:	Financial implications: There are no financial implications associated with this report at the time of drafting. All costs associated with the delivery of the Single Accountable Body (SAB) functions by Walsall Council will be covered from resources top sliced from the grants managed, or from the interest generated from funding held, or a mixture of both as agreed by the Black Country LEP Board and the Black Country Joint Committee (BCJC).
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<p>Legal and Governance:</p>	<p>Under the Local Government Act 1972 and Local Government Act 2000 as amended by the Localism Act 2012 and regulations issued by the Secretary of State the Council's Executive has the power to setup a Joint Executive Committee.</p> <p>An Executive Joint Committee is effectively an extension of Cabinet, making decisions on behalf of Cabinet where it has delegated Authority to do so. Delegation does not prevent Cabinet from choosing to excise the powers instead of the Joint Committee nor withdrawing at any time the delegation for a specific matter or item or in its entirety.</p> <p>By cabinet approving the Deed of Variation it will be capturing current Black Country Executive Joint Committee Governance arrangements, with the original signatories to the Collaboration Agreement being the four Black Country Local Authorities and the Black Country Consortium Limited required to enter into the Deed of Variation.</p>
<p>Risk:</p>	<p>There are currently no direct risk implications arising from this report.</p>
<p>Equality:</p>	<p>There are currently no direct equality implications arising from this report.</p>
<p>Health and Wellbeing:</p>	<p>There are currently no Health and Wellbeing implications arising directly from this report.</p>
<p>Social Value</p>	<p>There are currently no Social Value implications arising directly from this report.</p>

7. Appendices

7.1 Appendix A: BCLEP Collaboration Agreement 2021.



8. Background Papers

None



DATE: 7 MAY 2014



Walsall Council

- (1) WALSALL METROPOLITAN BOROUGH COUNCIL**
 - (2) DUDLEY METROPOLITAN BOROUGH COUNCIL**
 - (3) SANDWELL METROPOLITAN BOROUGH COUNCIL**
 - (4) WOLVERHAMPTON CITY COUNCIL**
- and-**
- (5) BLACK COUNTRY CONSORTIUM LIMITED**

COLLABORATION AGREEMENT

in relation to the Black Country Executive Joint Committee for the funds secured by the Black Country Local Enterprise Partnership

(Incorporating the variations approved by the Black Country Executive Joint Committee on 7 September 2016, 12 February 2020, 9 December 2020 and [to be confirmed] 2021)

**Walsall Council
Civic Centre
Darwall Street
Walsall, WS1 1T**

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THIS AGREEMENT is made on the 7 of May 2014

BETWEEN:

- (1) **WALSALL METROPOLITAN BOROUGH COUNCIL** of Civic Centre, Darwall Street, Walsall, WS1 1TP ("**Walsall**");
- (2) **THE BOROUGH COUNCIL OF DUDLEY** of The Council House, Priory Road, Dudley, West Midlands, DY1 1HF ("**Dudley**");
- (3) **THE BOROUGH COUNCIL OF SANDWELL** of Freeth Street, PO Box 2374, Oldbury, B69 3DE ("**Sandwell**");
- (4) **WOLVERHAMPTON CITY COUNCIL** of Civic Centre, St Peter's Square, Wolverhampton, WV1 1RG ("**Wolverhampton**"); and
- (5) **BLACK COUNTRY CONSORTIUM LIMITED** (Company Registration number 05159791) whose registered office is at The Deckhouse, Waterfront West, Dudley Road, Brierly Hill, DY5 1LW ("**BCC**") (each being a "**Party**" together being "**the Parties**").

WHEREAS:

- (A) The Parties have agreed to collaborate to administer the allocation by central Government of funding (together "the Deal"), secured by the Black Country Local Enterprise Partnership, across the Black Country area, which comprises the administrative boundaries of Walsall, Dudley, Sandwell and Wolverhampton.
- (B) The Executives of each Party have agreed to establish a Joint Executive Committee, the Constitution, and Terms of Reference of which are set out at Schedule 3 pursuant to Section 101(5) of the Local Government Act 1972 and regulations issued under Section 9EB of the Local Government Act 2000. The decision dates respectively being Walsall Cabinet 11 September 2013, Dudley Cabinet 30 October 2013, Sandwell Cabinet 13 November 2013, Wolverhampton Cabinet 4 December 2013.
- (C) The Parties are empowered under Section 1 of the Localism Act 2011 to "do anything that individuals generally may do" and BCC, as a company limited by guarantee, may carry out general public administration activities and will help to facilitate the Deal.
- (D) The purpose of this Collaboration Agreement is to set out a framework for joint working between the Parties to enable delivery of the Deal.
- (E) This Agreement has been varied by each of the four Black Country Local Authorities, following Black Country Joint Committee approvals as follows:
 - (i) 7 September 2016 to incorporate all funding opportunities administered by or resulting from the West Midlands Combined Authority.
 - (ii) 12 February 2020 to incorporate all current and future funding opportunities secured or operated by or through the Black Country Local Enterprise Partnership (BC LEP).
 - (iii) 9 December 2020 via a Supplemental Deed of Variation to add the governance and processes in relation to the Black Country Enterprise Zones.

1. Definitions

1.1. Interpretation

In this Agreement the following words and expressions have the following meanings:

Assurance Framework means the National Assurance Framework as issued by central Government together with the Black Country Local Assurance Framework, which sets out how this is to be applied and adhered to by all Parties.

Authority means one of the four Black Country Local Authorities signatories to this Agreement, comprising of the Metropolitan Borough Councils of Dudley, Sandwell and Walsall and Wolverhampton City Council.

Business Case means the business case which sets out a Project proposal in the format as set out in Schedule 2 and which is ultimately approved by the Joint Committee to enable Project commencement.

Combined Authority means the West Midlands Combined Authority and/ or subsequent amended or replacement and its successors.

Data Protection Legislation means the GDPR, the Data Protection Act 2018 and all relevant codes of practice and directives regarding the processing of confidential, personal and/or special category data.

Deal means City Deal and / or Growth Deal, Land and Property Investment Fund (LPIF) and / or any subsequent amended or replacement for them as determined by central Government and/ or funding provided by the Combined Authority, generated through any Black Country Enterprise Zone/s and/or any funding secured by the Black Country Local Enterprise Partnership (BC LEP) requiring an accountable body.

End Date means the date specified in any grant or funding agreement by which the agreed activity must have been completed by, and when any claw-back provision may be exercised.

Enterprise Zone means those areas specified as such locally or externally and falling within the Black Country Local Enterprise Partnerships area.

Force Majeure means any circumstances beyond the reasonable control of any Party (including, without limitation, any strike, lock-out or other form of industrial action).

Funding Agreement means any Deal funding agreement or funding secured by the Black Country Local Enterprise Partnership (BC LEP) and related documents to be entered into between the Single Accountable Body and central Government.

GDPR as means the General Data Protection Regulation, (Regulation (EU) 2016/679).

Governance Structure means the decision making structure for the Joint Committee as set out in the constitution of the Joint Committee, and this Collaboration Agreement.

Grant Agreement means any Programme or Project funding agreement and related documents to be entered into between the Single Accountable Body and a Party of this Agreement.

HoR Working Group (Heads of Regeneration Working Group) means the body which comprises of the relevant Directors of each of the Authorities, the constitution for which is set out in Schedule 1.

Intellectual Property Rights means all patents, trademarks, copyright, moral rights, rights to prevent passing off, rights in designs, know-how and all other intellectual or industrial property rights, in each case whether registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.

Joint Committee means the Joint Committee that has been established as a legally formed body of the Cabinets of Walsall, Dudley, Sandwell and Wolverhampton and is known as the "Black Country Executive Joint Committee" and which will carry out its decision making in accordance with the Governance Structure approved by each Party.

Joint Executive Committee Terms of Reference and Constitution means the Terms and Reference and Constitution as set out in Schedule 3 which has been approved by the Executive of each Black Country Local Authority.

Lead Authority means the Local Authority allocated by the Joint Committee to be the Lead authority for delivery of a particular Project.

Material Change in Circumstances means a change that does or is likely to significantly affect or impact upon delivery of the Programme or any Projects under it which necessitates a change in any decision made by the Joint Committee or if such circumstances were known at the time of the Joint Committee decision it would have potentially influenced the Joint Committee to make different decision than the one that was made originally.

Monitoring Procedures means the Programme monitoring procedures, Programme audits and any other reporting, monitoring or audit processes required by a central Government department in relation to the Programme.

Objectives and Outputs means the successful delivery and completion of all Projects and/or initiatives as agreed by the Joint Committee together with such other objectives and outputs as are adopted by the Parties from time to time in accordance with this Agreement.

Programme means the operational element of the individual programme within the Deal, secured by the Black Country Local Enterprise Partnership, from central Government for the Black Country area, which comprises the administrative boundaries of Walsall, Dudley, Sandwell and Wolverhampton, including any individual Projects and/or funding streams.

Programme Manager means an officer appointed by Walsall Council to fulfil the roles and duties of the Programme Manager as detailed in this Agreement.

Project means an individual Project or initiative within the overall Deal that is subject to an application to the Joint Committee for funding to be allocated to it pursuant to the Programme.

Single Accountable Body means the Local Authority appointed by the Black Country Local Enterprise Partnership (BC LEP) and the Joint Committee to act in this role to manage on their behalf all funds forming part of the Deal with central Government, the West Midlands Combined Authority or any funding secured.

Third Party means any organisation which is not a Party to this Agreement.

1.2 In this Agreement:

1.2.1 The clause headings do not affect its interpretation,

1.2.2 Words in the singular shall include the plural and vice versa,

1.2.3 Unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement, and references in a Schedule to a paragraph are to a paragraph of that Schedule,

1.2.4 References to any statute or statutory provision include references to:

1.2.5 All Acts of Parliament and all other legislation having legal effect in the United Kingdom,

1.2.6 Any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation made under that statute,

1.2.7 A person includes a natural person, corporate or unincorporated body or organisation and their successors and permitted assigns,

1.2.8 Including means including, without limitation,

1.2.9 If any provision is held to be illegal, invalid or unenforceable that provision shall be struck out and the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

2. Collaboration

2.1 The Parties agree to work in a spirit of mutual co-operation to fulfil their agreed roles and responsibilities to achieve the Objectives and Outputs, and to put in resources to the extent set out in this Agreement.

2.2 Each Party, which is an Authority, has agreed to form a Joint Committee, which will undertake the functions as set out in the Joint Committee Terms of Reference and Constitution as set out in Schedule 3.

2.3 Walsall, as secretary to the Joint Committee, will publish in accordance with its own constitution all agendas, reports, Forward Plan and minutes of the Joint Committee and will distribute all agendas, reports, and minutes of the Joint Committee to the Authority Parties within such timescales that will allow the Authority Parties to comply with their statutory Access to Information requirements. Walsall as secretary will maintain the Forward Plan of the Joint Committee and submit the plan to all Parties in a timely manner.

2.4 The Authority Parties have agreed the principles of how the Joint Committee will operate which is set out in the Governance Structure. Walsall will provide copies of all agendas, reports, and minutes to all Authority Parties as soon as they become available for publication in accordance with any legislative requirements.

2.5 Each Party shall:

2.5.1 Carry out the tasks and contribute sufficient resources and facilities to ensure that the Programme objectives are met and commitments under this Agreement are met,

- 2.5.2 Co-operate with each other and do such acts, matters and things as may be necessary or desirable to implement the decisions of the Parties and in order to complete the Programme,
- 2.5.3 Keep the other Parties fully informed of the progress of and of any matters relevant to the Programme and make available to the other Party all relevant information, data, reports and opinions in relation to the Programme,
- 2.5.4 Immediately notify the other Parties in writing if there is an unexpected problem which are likely to cause a material delay to achievement of any of the objectives of the Programme, or any particular stage of the Programme, or any material increase in the costs of the Programme, or if any Party becomes aware of the action of any third party, which threatens to affect adversely the progress of the Programme, or the reasonable expectations of either Party hereunder.
- 2.6 The direction of the Programme shall be vested in the Joint Committee, which shall be advised by the HoR Working Group, which shall carry out its role in accordance with its Constitution and Functions.
- 2.7 The planning, and overall management of the Programme, including initial appraisal of Project proposals shall be vested in the HoR Working Group. The Constitution and Functions of the HoR Working Group are set out in Schedule 1. Without prejudice to the generality of the foregoing, the matters set out in Schedule 1 shall only be agreed by the HoR Working Group.
- 2.8 The final decision making on Project Approval, including material changes to approved Projects, shall be vested in the Black Country Executive Joint Committee. Material changes are variations to a Project that change the nature, outcome or objectives of a Project, for the avoidance of doubt material variations are outlined in the Black County Local Assurance Framework, Appendix 25.
- 2.9 Where a Material Change in Circumstances occurs after a Project has been approved by the Joint Committee, the Joint Committee must be advised of that Material Change in Circumstances as soon as practicable, after the Lead Authority for a Project becomes aware of the Material Change in Circumstances.
- 3. Appointment to Roles**
- 3.1 Following instructions received from central Government in 2019, the Black County Local Enterprise Partnership (BC LEP) is required to appoint a Single Accountable Body, effective from February 2020. The Joint Committee will be required to approve the appointment of one of the Authorities into the role of the Single Accountably Body.
- 3.2 Working with or to the Single Accountable Body, it may be required to appoint a Lead Authority to deliver agreed projects and/or activities. This appointment will require approval by both the Black County Local Enterprise Partnership (BC LEP) and the Joint Committee.
- 3.3 Where the Single Accountably Body and Lead Authority are one and the same, the respective duties of those roles, as defined in this Agreement, agreed by the Joint Committee, or otherwise set out in a Joint Committee approved Project Business Case, shall be concurrent.
- 3.4 The Joint Committee will, with the agreement of the Single Accountable Body, decide how the Single Accountable Body will recover the costs associated with the implementation of the Projects. Except as specifically agreed between the Parties, the cost of all officer time and resources necessary to perform the role of Single Accountable Body shall be met from the funding available and not from the budgets of the Parties to this Agreement.

4. Project Approval

- 4.1 Project proposals shall be worked up by the Parties to this Agreement, for the avoidance of doubt, any Project proposal put forward by the Parties can be a Project proposal initiated by a third Party. Where such a Project proposal is initiated by a third Party the Project proposer must detail the third Party who intuited the Project proposal.
- 4.2 The process for Project proposals shall be:
- 4.3 All project proposals will follow / meet the requirements of the central Government National Assurance Framework, as articulated through the Black Country Local Assurance Framework. As the Government amends or places additional duties or responsibilities, these will be reflected in the Local Assurance Framework and must be adhered to by all parties to this Agreement.
- 4.4 Project proposals and Business cases will be submitted in accordance with the Black Country Local Assurance Framework as part of the decision making process and governance arrangements.
- 4.5 Each Project will have a designated (Sponsoring) Senior Project Officer and a proposed Lead Authority for preparing and for approval and submission of the Business Case to the Joint Committee. HoR Working Group will ensure that the Programme and all projects recommendations are reviewed and approved by their own Council's Portfolio Holders for Regeneration and that the projects recommendations within their geographical area are reviewed and approved via consultation process by relevant officers (including legal and finance) in their respective authorities.
- 4.6 Where agreement of the HoR Working Group is given for the submission of Business Case in a form of a project report to the Joint Committee, BCC shall present the Business Case to the Joint Committee for approval. This will be in the format agreed by the Joint Committee and where required presentation of the report shall be supported by the relevant Head of Regeneration/Senior Responsible Officer from the Local Authority. For the avoidance of doubt, the final decision on the status of any Project is at the point of Project approval by the Joint Committee.
- 4.7 The above stages enable the appropriate approval bodies to approve or reject a project to move to the next stage in the lifecycle. All projects within the cycle will move through the same Project Lifecycle and Stage Gates as outlined in the Black Country Local Assurance Framework, leading up to final Project approval by the Joint Committee.

5. Project Management

- 5.1 When appointed Single Accountable Body or Lead Authority, the relevant Authority will assign a member of staff to the role of Project Manager and provide sufficient support to officers to ensure delivery of the Programme and the Projects.
- 5.2 The Lead Authority shall be responsible for writing and submitting updates and progress reports jointly with BCC as set out in the Business Case and in any event as requested by the HoR Working Group and Joint Committee. For the avoidance of doubt, the Lead Authority for any Project will send its relevant Executive Director or his representative to all meetings at which the Projects for which they are Lead Authority are being considered.
- 5.3 The Parties set up a HoR Working Group in accordance with Schedule 1 and the role of the HoR Working Group is as set out in Schedule 1. Notwithstanding, anything contained within this

Agreement and the Schedules, the Parties role at the HoR Working Group will be to have overall operational responsibility for the implementation of the Programme and all of its elements.

- 5.4 The Governance Principles for the Enterprise Zones, Schedule 5, sets out the principles and a framework for managing and monitoring the Black Country Enterprise Zone Programme, including: the process for the collection, distribution and monitoring of the business rates and business rates surpluses; collaborative working between the Local Authorities, including joint working on the Financial Model and roles and responsibilities; prioritisation of costs to be funded from business rates; and principles of borrowing and payback.
- 5.5 Unless agreed otherwise with central Government and subject to at all times compliance with UK procurement law requirements, all procurement of goods, works and/or services needed for or in the delivery of Projects shall be procured in accordance with the Lead Authorities constitution and in particular contract and/or procurement rules.
- 5.6 The Parties roles and responsibilities in relation to the Programme's, the Joint Committee and/or the HoR Working Group as set out in this Agreement shall be carried out by personnel of the Parties and no charge shall be made to the Programme in respect of costs except for where costs have been agreed to claimed by a Party either as part of an approved Business Case and/or by the Joint Committee at any time.
- 5.7 The Single Accountable Body Programme Manager will be responsible for arranging the HoR Working Group meetings, their agenda, minuting decisions, and will be responsible for providing written updates to HoR Working Group and Joint Committee on the progress of specific Programme tasks and Projects as appropriate.
- 5.8 The Parties agree that they shall ensure officers attend Programme/ Project meetings, as appropriate, as set out in the Black Country Local Assurance Framework to enable management of the Programme, projects and the Deal effectively.

6. Project Audit and Claw-back

- 6.1 Each Party shall be responsible for ensuring compliance with all financial requirements imposed under any grant terms imposed by central Government for any element of the Programme or Project for which they are the Lead Authority.
- 6.2 At all times each Party will be responsible for ensuring that adequate audit arrangements are in place for any element of the Programme or Project for which they are the Lead Authority including providing free and unfettered access to all information and documentation in relation to the Programme and/or Project for which they are the Lead Authority.
- 6.3 Each Party agrees to give the Single Accountable Body and Lead Authority unrestricted and unfettered access to all information and documentation in relation to any element of the Programme and/or Project for which they are the Lead Authority, including providing copies of any such information and/or documentation free of charge.
- 6.4 In the event of any irregularity of any expenditure declared by any, the auditor of a Party or the Single Accountable Body's auditor, that Party shall be liable in respect of such irregularity and shall be required to repay to the Single Accountable Body any amounts unduly paid.
- 6.5 Subject to Clause 6.4, and unless agreed otherwise by the Joint Committee, the Parties agree that in the event that any monies are clawed back from the Single Accountable Body by central Government as the Single Accountable Body pursuant to any Funding Agreement, then all of the Parties will:

- 6.5.1 Take all reasonable steps to mitigate the amount of monies clawed back from the Single Accountable Body; and
- 6.5.2 Where there is an administrative irregularity by the Single Accountable Body or Lead Authority declared by an auditor of a Party and accepted by the Joint Committee, the Parties shall meet the costs of the claw-back in the same proportion to the programme funding that has been expended within their administrative area.
- 6.5.3 Where fault is proven or accepted, the Party / Parties concerned will be responsible for meeting all costs associated with the claw-back and / or costs incurred by the Single Accountable Body.

7. General Obligations

- 7.1 The Parties agree that they will be bound by the terms of any funds secured by the Black Country Local Enterprise Partnership Funding Agreement(s) entered into by the Single Accountable Body or Lead Authority as if they had entered into the agreement in so far as the actions of a Party causes or Leads to a breach of the Funding Agreement by the Single Accountable Body or Lead Authority.
- 7.2 The Parties agree that they shall be required to comply directly with the terms of any Grant Agreement if they are a recipient of any funding derived from the Funding Agreement.
- 7.3 The Parties agree to assist, co-operate and comply with the Monitoring Procedures and will work together to resolve or rectify any errors or irregularities identified during the Monitoring Procedures or otherwise.
- 7.4 Each Party shall be liable for any cost implications or irregularities or errors attributable primarily to it and identified during any Monitoring Procedures.
- 7.5 Each Party indemnifies the others against all claims, liabilities, costs, expenses, damages or losses suffered by the others arising out of the negligence, default or breach by such Party of this Agreement or the Grant Agreement, and each Party shall be responsible for maintaining sufficient insurance where available in respect of such liabilities under this Agreement.
- 7.6 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against another pursuant to this Agreement.

7A. Rights of the Single Accountable Body

7A.1 Where the Single Accountable Body enters into a grant agreement with a Third Party, the Single Accountable Body will require formal security in the form of a legal charge, mortgage, performance bond or similar as it considers fit and prudent.

7A.2 Where a Lead Authority either

- (a) enters into a Grant Agreement with the Single Accountable Body, or
- (b) agrees in writing to indemnify a Third Party project due to their inability to meet security requirements as per 7A.1,

the Lead Authority agrees to indemnify the Single Accountable Body against all claims, liabilities, costs, expenses, damages or losses suffered by the Single Accountable Body arising out of the negligence, default or breach by either the Lead Authority or the Third Party in respect of the

Grant Agreement.

- 7A.3 such an indemnity shall, for the avoidance of doubt, apply where:
- 7A.3.1. the Lead Authority or the Third Party indemnified by the Lead Authority has failed to repay all or any of the grant funding upon demand within fourteen days of being requested by the Single Accountable Body to make such repayment, in circumstances including (but not limited to) a breach of the grant agreement;
 - 7A.3.2 where there has otherwise been a claw-back (or demand for claw-back) made by central Government to the Single Accountable Body in respect of all or any part of the grant funding.
- 7A.4 Where any grant for capital expenditure is time limited, the Lead Authority will make any such payment (as set out in clauses 7.A.2 and 7A.3.) if they or the Third Party have failed to demonstrate and evidence by the End Date of such grant that it is highly probable that a Fixed Asset will be delivered and meets Accounting Standards for Capitalisation. The minimum evidence requirements to avoid repayment pursuant to this clause would be a full business case, approved by all the funders of the Project, including the evidence of any required match funding.
- 7A.5 The Lead Authority understands and agrees that the Single Accountable Body will be entitled to satisfy any such sums demanded from them or Third Parties under clause 7A by offsetting the amount of such sums against any payments due whatsoever from the Single Accountable Body to the Lead Authority.
- 7A.6 Where any grant is in excess of a monetary threshold (*to be advised by the Single Accountable Body*) clauses 7.A2 to 7.A5 will be set out in a Side letter to be signed by the Section 151 Officer and Chief Executive of the other Party to confirm that they understand the obligations of this Agreement. Such a Side letter will be appended as a Schedule to any grant agreement to which this Clause applies.
- 7B National Local Growth Assurance Framework, the Black Country Local Assurance Framework and the Section 151 Officer**
- 7B.1 All parties to this agreement agree to adhere in full to all elements of the Government's National Local Growth Assurance Framework, as administered by the Ministry of Housing Communities and Local Government that apply to the Black Country Local Enterprise Partnership.
- 7B.2 The requirements of the National Local Growth Assurance Framework have been taken as the basis of and have been articulated within the Black Country Local Assurance Framework. All parties to this agreement will at all times comply with the requirements, processes and procedures as set out within the Black Country Local Assurance Framework, together with all / any amendments subsequently approved by the Black Country Local Enterprise Partnership.
- 7B.3 The Local Authority appointed as the Local Enterprise Partnership's Single Accountable Body will ensure that their Section 151 Officer understands, and delivers / ensures the delivery of the roles and principles as set out within the Chartered Institute of Public Finance & Accountancy (CIPFA), Principles for Section 151 Officer in accountable bodies working with local enterprise partnerships document, including any future revisions or adaptations.
- 7B.4 All parties to this agreement will ensure that they fully understand what's expected of them in relation to meeting these Section 151 Officer requirements, and will work collaboratively with the appointed Single Accountable Body to achieve them.

7B.5 The receipt of funding from the Black Country Local Enterprise Partnership requires full compliance with the National Local Growth Assurance Framework, the Black Country Local Assurance Framework and the requirements of the Single Accountable Bodies Section 151 Officer, failure to meet these requirements will place all funding, approved and planned at risk of being placed on hold or being withdrawn or reclaimed by the LEP.

8. Scrutiny of Joint Committee decisions

8.1 As and when required, by an Overview and Scrutiny Committee or Board or an Audit Committee of any Party, the member of the Joint Committee for the Authority, whose Overview and Scrutiny Committee or Board or Audit Committee has instigated an investigation, shall take the lead responsibility for accounting for the activities of the Joint Committee to the Overview and Scrutiny Committee or Board or Audit Committee, and shall attend such meetings of those committees of its Authority as necessary.

8.2 The Parties shall liaise and co-operate at all times with the Authority whose Overview and Scrutiny Committee or Audit Committee have made requests for information and/or reports and use all reasonable endeavours to assist that Authority in responding to such requests, but for the avoidance of doubt, no Party, its officers or members shall be required to attend the Overview and Scrutiny Committee or Board or an Audit Committee of any other Party.

9. Documentation

The HoR Working Group will produce the initial drafts of the standard documentation for the Programme for approval by the Joint Committee, and will ensure that the Programme and all projects recommendations are reviewed and approved by their own Council's Portfolio Holders for Regeneration and that the projects recommendations within their geographical area are reviewed and approved via consultation process by relevant specialist officers (including finance and legal) in their respective authorities.

10. Confidentiality

10.1 Each Party shall use all reasonable endeavours to keep in strict confidence, and shall bind all its employees and agents to keep in strict confidence, all commercial and technical information in whatever form acquired by it (whether directly or indirectly) concerning another Party in consequence of this Agreement (hereinafter called Confidential Information). No Party shall save, as hereinafter provided, use or disclose any such Confidential Information other than for the purposes of the Programme or as expressly permitted by this Agreement. The foregoing restriction shall not apply to:

10.2 Information which at the time of disclosure is generally available to the public,

10.3 Information which the Parties obliged to release under the provisions of the Freedom of Information Act 2000,

10.4 Information which after disclosure becomes generally available to the public through no fault of the receiving Party,

10.5 Information which the receiving Party can show was in its possession prior to the disclosure and which was not acquired directly or indirectly from the other Party, and

10.6 Information which the receiving Party can show was received by it after the time of disclosure from any Party without any obligation of confidentiality and which was not acquired directly or indirectly from the other Party,

10.7 The confidentiality obligations set out in this clause shall survive for a period of five (5) years after the termination of the Programme,

10.8 Each Party shall impose the same confidentiality obligations set out in this clause 9 upon its affiliates, consultants and other third parties who are in association with it and may have access to any Confidential Information during the term of this Agreement.

11. Intellectual Property

The Parties agree that all Intellectual Property Rights relating to the Programme shall, unless otherwise agreed in writing, belong to the Parties jointly, and that the Parties will use all reasonable endeavours to ensure that each receive appropriate rights to any Intellectual Property Rights created during and relating to the Programme.

12. Warranties

12.1 Each Party warrants to the other Parties that:

12.2 It has the necessary right and authority to enter into this Agreement,

12.3 The signatories hereto for and on behalf of that Party are authorised and fully empowered to execute this Agreement on that Party's behalf.

13. Force Majeure

13.1 If any Party is affected by Force Majeure it shall forthwith notify the other Parties of the nature and extent thereof.

13.2 No Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations hereunder, to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other Parties, and the time for performance of that obligation shall be extended accordingly.

13.3 If the Force Majeure in question prevails for a continuous period in excess of three months, the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

14. Duration and termination

14.1 The provisions of this Agreement shall come into force on the Commencement Date and, subject to the provisions of clause 14.2, shall continue in force until the completion of the Programme(s) objective and outputs within the Deal.

14.2 A Party may only withdraw from this Agreement by three month's written notice to the others Parties and the Joint Committee if the Party has not received funding or the benefit of funding under the Deal within their administrative area and/or the Programme and or the Deal is terminated.

14.3 In the event of any one or more Party giving notice to terminate this Agreement then the Joint Committee shall meet within one month of the service of any such notice of termination for the purposes of preparing an implementation plan for the termination. The Parties shall each act reasonably in co-operating with each other to facilitate the termination and the Party giving notice of termination (or if there is more than one such Party then each of them in equal shares) shall

bear all costs arising out of or in connection with such termination and shall indemnify the remaining Parties against all costs and expenses incurred or to be incurred by them arising out of or in connection with that termination

- 14.4 No relaxation, forbearance, delay or indulgence by any Party in enforcing any of the terms of this Agreement or the granting of time by any Party to any other shall prejudice, affect or restrict the rights and powers of that Party in relation to the other, nor shall any waiver by any Party of a breach of this Agreement be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.5 The rights to terminate or withdraw from this Agreement given by this clause 14 shall not prejudice any other right or remedy of any Party in respect of the breach concerned (if any) or any other breach.

15. Variation

The Joint Committee shall from time to time review the operation of this Agreement and implementation of the Programme(s) and or the Deal. The Joint Committee shall make proposals to the Parties for any changes which seem to the Joint Committee to be reasonable and appropriate in the circumstances which shall be dealt with by a Deed of Variation appended to this Agreement.

16. Publicity and Public Relations

The Parties shall co-operate and consult with each other in respect of any matter involving public relations in so far as reasonably practicable having regard to the nature and urgency of the issue involved. The Parties acting through the Joint Committee may agree protocols for the handling of public relations from time to time.

17. Disputes

- 17.1 If any dispute arises between the Parties arising out of the provisions of this Agreement, the Parties shall endeavour to resolve the dispute by agreement as quickly as possible, but if the dispute has not been resolved within ten (10) Working Days, then either Party may request the others to participate in a meeting of their Chief Executives. The Parties in dispute shall exchange statements at least three (3) clear Working Days prior to the date of the meeting, setting out their respective views of the disputed issues. If the Chief Executives do agree a strategy for the resolution of the dispute, the Parties shall then liaise in good faith to arrange and implement the strategy for resolution within ten (10) Working Days of the meeting.
- 17.2 If notwithstanding any steps taken by the Parties pursuant to clause 17.1, the dispute between them remains unresolved then at the request of any Party it shall be referred (in the absence of any express provision to the contrary) to an Independent Person appointed jointly by the Parties.
- 17.3 The Independent Person is to have at least 10 years relevant post qualification experience and his/her identity shall be agreed between the Parties.
- 17.4 If the Parties cannot agree on the Independent Person's identity, the Independent Person is to be appointed at the request of any of the Parties by the president or chairman for the time being of whichever of the following bodies is most appropriate having regard to the nature of the dispute:
- 17.5 The Royal Institution of Chartered Surveyors;

- 17.6 The Institute of Chartered Accountants in England and Wales; or
- 17.7 The Law Society of England and Wales.
- 17.8 The Independent Person is to act as arbitrator in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the Parties in the proportions determined by the Independent Person unless agreed otherwise the default position being as determined under the Arbitration Act 1996.
- 17.9 Where costs of the Independent Person remain unpaid by the Party liable to pay them pursuant to this clause, the other Parties or any of them may discharge those costs and recover the sum so paid from the defaulting Party as a debt on written demand.

18. Priority of documents

- 18.1 In the event of any inconsistencies between the terms of this Agreement and its Schedules the Parties are the following order of priority of documents:
- 18.1.1 This Agreement;
- 18.1.2 The Constitution and Terms of Reference of the Black Country Executive Joint Committee;
- 18.1.3 The Constitution and Functions of the HoR Working Group.

19. Complaints

In the event of a complaint about a Project being received, the Lead Authority for that Project will manage the complaint and shall report regularly as necessary upon the complaint and in any event at the conclusion of the complaint.

20. Local authority powers

Nothing in this Agreement shall prejudice or affect any of the statutory rights powers obligations and duties for the time being vested in the Parties.

21. Notices and service

- 21.1 Any notice or other information required or authorised by this Agreement to be given by any Party to the other Parties shall be given by:
- 21.2 Delivering the same by hand,
- 21.3 Sending the same by pre-paid registered post, or
- 21.4 Sending the same by facsimile transmission,
- 21.5 To the other Party or Parties at the address given at the beginning of this Agreement or such other address as has been notified to the Parties in writing.
- 21.6 Any notice or information sent by post in the manner provided by clause 21.1, which is not returned to the sender as undelivered, shall be deemed to have been given on the second day after the envelope containing it was posted, and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has

not been returned to the sender, shall be sufficient evidence that the notice or information has been duly given.

- 21.7 Any notice or information sent by facsimile transmission shall be deemed to have been duly given on the date of transmission, provided that a confirming copy is sent to the other Party or Parties at the appropriate address within.

22. Freedom of Information

- 22.1 The Parties acknowledges that they are subject to the requirements of the code of practice on access to Government information, the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations ("EIR") and shall assist and cooperate with each other to enable the Parties to comply with their information disclosure obligations.
- 22.2 The Parties shall provide all necessary assistance as reasonably requested by the other Parties to enable the other Parties to respond to any requests for information that falls under the FOIA or EIR and is related to the Project ("Request for Information") within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- 22.3 The Party who received the initial Request for Information shall be responsible for responding to the initial request and determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether any information is exempt from disclosure in accordance with the provisions of the code of practice on access to Government information, FOIA or the EIR.
- 22.4 The Parties shall ensure that all information produced in the course of this Agreement is retained for disclosure and shall permit the other Parties to inspect such records as requested from time to time.

23. Data Protection Legislation

With respect to the parties' rights and obligations under this Agreement, the Parties agree to each comply with the obligations imposed on them by the Data Protection Legislation and to ensure that Personal Data (as defined in the Data Protection Legislation) is processed only in accordance with their own policies on data protection, information security and retention of personal data to comply with their obligations under the Data Protection Legislation.

24. Equality Act 2010

The Parties agree to each comply with the obligations imposed on them by the Equality Act 2010.

25. General

- 25.1 This Agreement is personal to each of the Parties and no Party may assign, mortgage, charge or (except as otherwise provided in this Agreement) license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of all the other Parties.
- 25.2 Nothing in this Agreement shall create or be deemed to create a partnership or the relationship of principal and agent, between the Parties.
- 25.3 The Parties will act in good faith towards each other in relation to the Deal and in achieving the Objectives and Outputs of the Programme and in complying with this Agreement and the Funding Agreement.

- 25.4 If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 25.5 This Agreement, the Funding Agreement and the documents referred to in it, constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement.
- 25.6 All of the Parties acknowledge and agree that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause shall, however, operate limit or exclude any liability for fraud.
- 25.7 All payments by any Party pursuant to this Agreement are exclusive of any applicable Value Added Tax (VAT), except where expressed to the contrary, and if any such VAT is payable, the Party in question shall be additionally liable for such tax, which shall accordingly be shown on the relevant VAT invoice.
- 25.8 No variation to this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by and on behalf of all of the Parties.
- 25.9 Every Party shall from time to time do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.
- 25.10 The Parties shall bear their own costs of and incidental to the preparation, execution and implementation of this Agreement.
- 25.11 The Parties do not intend that any of this Agreement should be enforceable pursuant to the Contracts (rights of Third Parties) Act 1999 by any person who is not a Party to this Agreement.
- 25.12 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

SIGNED by or on behalf of the Parties on the date which first appears in this Agreement.

SCHEDULE 1 Constitution and Functions of the Heads of Regeneration Working Group

The Black Country Heads of Regeneration Working Group (HoR Working Group) will oversee the delivery of the programme making key recommendations to the Black Country Executive Joint Committee (BCJC)

CONSTITUTION

1. The HoR Working Group shall comprise of:

Decision making (voting) membership:

- 4 Relevant Directors¹ (or their nominated proxy).

Adviser/support membership (none decisions making members):

- Joint Committee Programme Manager;
- BC Transport Director;
- Single Accountable Body Officers;
- BCC Ltd Officers;
- BC LEP representatives;
- Regeneration Managers;
- Other officers as appropriate.

2. The HoR Working Group shall at its Annual Meeting (AGM, held in line with the start of municipal year) elect a Chair from among its voting members. In the event of the Chair being absent from the meeting, the HoR Working Group shall elect a Chair from amongst the voting members present for that meeting. Only a full voting member is entitled to be elected as a Chair of the Group.

3. The voting members can nominate an alternate member (nominated proxy) to attend on their behalf, who will for that meeting be considered a voting member, but may not chair the Group.

4. Two voting members shall constitute a quorum.

¹ Directors of Regeneration, Environment/Housing (CWC); Director of Regeneration & Enterprise (DMBC); (Interim) Director Regeneration and Growth (SMBC); Executive Director Economy, Environment and Communities (WMBC).

5. All questions shall be decided by a majority of the votes of the voting members present, the Chair having the casting vote in addition to his/her vote as a member of the Group.
6. The HoR Working Group shall meet as agreed at AGM and set the forthcoming year's timetable of meetings.
7. A meeting of the HoR Working Group may also be convened by the Chair within 14 days of the receipt of a requisition of voting member of the group. All requisitions shall be in writing and no business other than that specified in the requisition shall be transacted at such a meeting. However, in cases of genuine urgency a meeting may be convened at any time by the Chair, upon 5 working days of notice to all members of the Group.
8. Should urgent items occur that require immediate decisions, the Chair may through the appropriate mediums (phone, email, etc.) contact the voting members and agree a decision, which must be confirmed in writing by each voting members contacted as soon as possible and discussed at the next scheduled meeting date.
9. The HoR Working Group shall from time to time appoint such sub-Working Groups to consider and deal with any of the functions of the Group as may be thought desirable. Membership of which is determined by the HoR Working Group.
10. The HoR Working Group Secretary shall be Walsall Council, and all meetings of the Group shall take place at Walsall Council, unless agreed otherwise by the Chair.
11. The role of the Secretary shall include:
 - i. Preparing the agenda and submitting reports prepared by the Black Country Consortium Ltd Programme Management Office (BCC Ltd PMO) either of the Black Country Local Authorities' or other bodies to the Group and minutes of the meetings.
 - ii. Arrangements for recommendations from the Group, including supporting reports and Consultation Sheets, to the BCJC.
12. Members of the HoR Working Group or sub- Groups that are representatives appointed by a Black Country Local Authority must comply with their own Council's Code of Conduct.
13. Members of the HoR Working Group or sub- Groups with Conflicts of Interest must comply with the following rules:

- a. A conflict-of-interest arises where any decision potentially gives direct commercial or financial payment or benefits to:
 - a. you,
 - b. a close member of your family,
 - c. an organisation that you are either:
 - i. are employed by or hold office with or
 - ii. in which you own more than 10% of the issued share capital
 - b. a conflict-of-interest as set out in situations above does not arise in relation to any business regarding allocation of funding streams or Projects to be allocated to or benefit the area of any of the Black Country Local Authorities.
 - c. Upon a conflict-of-interest arising:
 - i. in the case of a voting member that member must declare an interest and not vote, but may remain in the room to make representations;
 - ii. in the case of non-voting members that member must declare an interest but may remain in the room to make representations.
14. Gifts and Hospitality policy for elected members attending the group meeting will be the same as that of their own Black Country Local Authority. For non-elected voting members, they should declare any gifts or hospitality that has a value over £25, which may be seen as related to their role on the HoR Working Group and or any specific scheme, Project or funding stream.
15. The HoR may invite external visitors to attend meetings; this can be for an individual meeting to make, for example, a presentation, or for a number of meetings against a theme of work commissioned, etc. Visitors can take part in the debates associated with the agenda items for which they are invited, but not for the remainder of the meeting, unless invited to do so by the Chair. Visitors can not take part in any voting and must declare any Conflicts of Interest on joining the meeting.

FUNCTIONS

Functions of the Heads of Regeneration Working Group:

1. To manage the Programme(s) on an operational basis.
2. To manage promotion of the Programme(s).
3. To lead the Consultation on the funding proposals and projects recommendations with their own Council's Portfolio Holder for Regeneration.
4. To ensure alignment between decision making on all funds secured by the BC LEP and decisions on other areas of policy such as land use, transportation, economic development and wider regeneration with the LEPs. Ensuring that business views are taken on board and that LEP growth plans are reflected in strategic priorities.
5. To act as a strategic advisory body; reviewing and recommending objectives for strategic investment across the Black Country in relation to all funds secured by the BC LEP including:
 - a. Providing a coherent single position on the major strategic issues for the funds secured by the BC LEP;
 - b. Formulating proposals for allocation of spending;
 - c. Formulating proposals for major priorities;
 - d. Considering and agreeing recommendations made by BC LEP;
 - e. Recommending Lead and/or Single Accountable Body status for a body or organisation;
 - f. Referring final recommendations from the HoR Working Group as to items a) to e) above to the BCJC for formal approval.
6. To agree the timeline for delivery of the implementation of the Programme(s), monitor progress and ensure that the key milestones are achieved.
7. Review and approval of reports with supporting Project Business Cases/Initial Proposals as necessary and provide recommendations to the BCJC in the form of a report.
8. To devise, oversee, manage and monitor the Programme(s) and elements of it generally and specifically review and evaluate on a regular basis ongoing individual Projects progression and delivery against the Business Case for the Project, including any key miles stones, financial spend and compliance with any central Government/ WMCA grant terms.

9. To identify and manage risk for the Programme(s) and individual Projects.
10. To ensure appropriate financial management is in place and complies with any government grant terms, EU (Withdrawal) Act 2018 and UK law, and accounting good practice.
11. To receive from Lead Authorities as appropriate detailed updates on Projects in accordance with the timescales set out in the Business case or otherwise as necessary, and Provide written updates along with appropriate recommendations on the progress of the specific Projects as necessary.
12. To advise the BCJC in relation to all funds secured by the BC LEP, i.e. capital expenditure programmes and potential programs, and ensuring policy and programmes are delivered effectively through partners.
13. Executive Directors will ensure that the Project Register on Verto is undertaken by officers, in their respective authorities, setting out Project details including, Project Authority, Project Authority Project Lead officer, Project Objectives, funding amount, Key dates, specific tasks/targets that need to be delivered to ensure Project success, Project key risks and mitigation measures in place, any relevant cut of date for funding spend and latest Project position.
14. Executive Directors will ensure that the Project Register is kept fully up-to-date by officers, in their respective authorities, who are responsible for leading on the Projects for which their Authority is the Lead Authority.
15. Executive Directors will ensure that the programme(s) and all projects recommendations are reviewed and approved by their own Council's Portfolio Holders for Regeneration via consultation process and ensure that any concerns, feedback or queries are raised and if possible resolved at the HoR Working Group meeting.
16. Executive Directors will ensure that the projects recommendations within their geographical area are reviewed and approved via consultation process by relevant officers (including legal and finance) in their respective authorities.

SCHEDULE 2 BC LEP Initial Proposal and Full Business Case Templates

Delivering the Black Country Strategic Economic Plan



Initial Proposal - For all Projects requesting Black Country LEP funding

Project Name:								
1. Applicant Details:								
Applicant/Lead contact:		Position:						
Applicant/Lead Organisation:								
Phone number:		Email address:						
Postal Address:								
Registration No:								
Project Sponsor:								
Project SRO / SSRO (Senior Responsible Officer)								
Local Authority area (please highlight)	Dudley	Sandwell	Walsall	Wolverhampton				
Have you, or any associated organisations, previously delivered projects using or having been awarded public sector funding?								
If yes, please provide details								
2. What opportunity or barrier will this investment unlock?								
<i>Explain the strategic ambition and how this bid will support delivery of that ambition. What are the key drivers for investment?</i>								
3. Please highlight which of the SEP Growth Objective/s the project will contribute to:								
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">1. New Jobs</td> <td style="width: 50%;">3. Land Remediated</td> </tr> <tr> <td>2. New Homes</td> <td>4. Commercial Floorspace</td> </tr> </table>					1. New Jobs	3. Land Remediated	2. New Homes	4. Commercial Floorspace
1. New Jobs	3. Land Remediated							
2. New Homes	4. Commercial Floorspace							
4. Please highlight which SEP theme(s) and strategic programme(s) the project will contribute to:								
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"><i>Place Theme:</i></td> <td style="width: 33%;"><i>People Theme:</i></td> <td style="width: 33%;"><i>Competitiveness Theme:</i></td> </tr> </table>					<i>Place Theme:</i>	<i>People Theme:</i>	<i>Competitiveness Theme:</i>	
<i>Place Theme:</i>	<i>People Theme:</i>	<i>Competitiveness Theme:</i>						

PL1. Sites & Premises	P1. Skills for the supply chain	B1. Supply chain development including Innovation & Enterprise
PL2. Infrastructure	P2. Skills Capital	B2. Global Opportunities
PL3. Housing	P3. Schools	B3. Access to Finance
PL4. Local Distinctive Economies	P4. Upskilling	
PL5. Environment		

5. How will this project unlock the specified SEP Growth Objectives?

Demonstrate how the proposal is aligned to the at least one of the 12 strategic programmes and will contribute towards achieving these growth objectives, whether directly or by acting as an enabler for economic growth.

6. What are the expected tangible Outputs/Outcomes to be realised?

(Please profile Skills Outputs as per the financial year, NOT the academic year)

Outputs/Outcomes	Metric	Direct / Indirect	2020/21	2021/22	2022/23	2023+	Total
Businesses Assisted	no.						
Businesses Created	no.						
Skills – Learners assisted (exc. Apprenticeships)	no.						
Skills – Apprenticeships Starts	No.						
Skills – Apprenticeships Completed	no.						
Employment – Jobs Created (FTE)	no.						
Employment – Jobs Safeguarded (FTE)	no.						
Place – Houses Started	Units						
Place – Houses Completed	Units						
Place – Land Remediated	Hectares						
Place – New Employment floor space – [specify use class here]	Sq. metre						
Length of newly built roads	Km						
Length of resurfaced roads	Km						
Length of new cycle ways	Km						
Other (please specify)							

7. Site Details

Location (include full address and postcode)					
Overall Site Area (Ha)					
Ownership / Occupation					
Existing / Former Use					
Existing Condition					
Planning Status of Project					
Any Other Comments					
8. For Learners Assists/Apprenticeships please specify the course offering and the level of learning supported (Apprenticeships, specify the framework duration (years))					
Course Details			Level of Learning Supported		
9. Expected TOTAL Project Costs & Source of Funding <i>(Please insert full figures only, rounded to the nearest £)</i>					
	% of Total Cost	2020/21	2021/22	2023+	Total
Total Project Cost					
Applicant Own Funds					
Other Public Funds <i>specify</i>					
Private Sector Funds <i>specify</i>					
Funding Requested from BC LEP - GRANT					
Total Project Value (if site/property)					
If Grant funding is sought, explain why grant is required as opposed to a loan. (Less than 100 words)					

10. What will LEP Funding be spent on? <i>(Please provide a detailed cost breakdown)</i>				
Project Costs	2020/21	2021/22	2023+	Total
<i>Example: Construction Costs</i>				
11. What are the main issues likely to derail the project?				
Issues	Means of Resolution			
12. What are the main risks the Project will need to manage?				
Risks	Means of Managing			
13. Please indicate how your project complies with Subsidy Control Regulations without contravening the Subsidy Control Legislation				
<p><i>All applicants need to take steps to satisfy themselves that any BC LEP funding approved does not amount to unlawful Subsidy Aid. Further confirmation to this effect will be requested at the Full Business Case Stage. A declaration of compliance with UK Subsidy Control Regulations will be required prior to any BC LEP funding being provided. If your project is awarded funds from the BC LEP it will be subject to a condition requiring the repayment of any BC LEP funding in the event that the funding constitutes unlawful Subsidy.</i></p>				
14. Any other Significant Constraints to deliver the Project not mentioned above				

15. Submission Checklist

Please ensure that the following documentation is submitted with this application:

- Site Plan
- Title Certificate
- Key Milestones
- Project Team
- Measures of Success
- Planning Consent (where available)
- Scheme Plans (where available)
- Summary Development Appraisal (where available)

For Site Investigation bids ONLY, please provide:

- 3 quotations in support of cost of works for which funding is sought
- Stage 2 Due Diligence Checklist (BC LEP Accountable Body)
- Small Amounts of Financial Assistance Declaration (applicable for grants approx. £350,000)

16. Proposer Declaration

I confirm that I am authorised by my organisation to make applicants for funding and to make legally binding commitments on its behalf and that the information contained in this proposal is correct to the best of my knowledge.

I confirm that I/we have read the generic BC LEP conditions of Grant (Grant Agreement) and that I/we understand that our/my application will need to provide security to the Council, suggested security would be:

- A Charge over Land or Property
- Restriction on the registered title and possible a deed of covenant
- A charge over Bank Account
- Parent Company Guarantee / Underwriting agreement
- A Performance Bond

I/we also confirm that I/we understand the conditions of grant for Site Investigations/Development Studies, including the obligation to repay the Grant if we do not choose to deliver a scheme on the Site following the development/investigation phase.

I confirm I/we have read and understand the Due Diligence Checklist and that I/we agree to the following:

- Submission of all required organisational and financial information during Due Diligence;
- Completion and submission of a fully completed Due Diligence Checklist and supporting information at the same time as submission of a Full Business Case (FBC). I understand that I/we are completing this work at risk with no guarantee of funding.

I confirm that I/we have read and understood the Accountable Body's Monitoring, Compliance and Audit Framework and understand our obligation to provide the record-keeping and monitoring information require by the Accountable Body.

I confirm that I/we understand my/our obligations to procure services and goods in line with UK Procurement Rules.

I confirm that I/we have checked/been advised and are able to accept this grant without being in contravention to Subsidy Control rules.

Data Protection – Any Personal Data collected will be processed in accordance with our Privacy Policy available at www.blackcountryconsortium.com or provided on request.

I/we consent to Black Country Consortium, Local Enterprise Partnership and Black Country Councils processing of any personal data associated with this proposal for the purpose of processing the proposal and managing the proposal process.

Signed	
Name	
Position	
Date	

Delivering the Black Country Strategic Economic Plan



Full Business Case (for Projects requesting Black Country LEP funding)

Project Name:	<i>[Insert project name here]</i>			
1. Applicant Details:				
Project Sponsor:	(name and title)			
Lead organisation:				
Registration No:				
Lead contact:		Position:		
Phone number:		Email address:		
Postal address:				
Project SRO / SSRO (Senior Officer Responsible)				
Local Authority area (please highlight)	Dudley	Sandwell	Walsall	Wolverhampton

Have you, or any associated organisations, previously delivered projects using or having been awarded public sector funding?						
If yes, please provide details						
What opportunity or barrier will this investment unlock? <i>(Provide the overall project information conveying what the project will do, highlighting the key drivers for investment)</i>						
Please indicate which of the SEP Growth Objective/s the project will contribute to:						
5. New Jobs		7. Land Remediated				
6. New Homes		8. Commercial Floorspace				
Please indicate which SEP theme(s) and strategic programme(s) the project will contribute to:						
Place Theme:	People Theme:		Competitiveness Theme:			
PL1. Sites & Premises	P1. Skills for the supply chain		B1. Supply chain development including Innovation & Enterprise			
PL2. Infrastructure	P2. Skills Capital		B2. Global Opportunities			
PL3. Housing	P3. Schools		B3. Access to Finance			
PL4. Local Distinctive Economies	P4. Upskilling					
PL5. Environment						
How will this project unlock the specified SEP Growth Objectives? <i>(The bidder is required to demonstrate how the proposal is aligned to the at least one of the 12 strategic programmes and will contribute towards achieving these growth objectives, whether directly or by acting as an enabler for economic growth)</i>						
Expected TOTAL Project Cost & Source of Funding						
	% of Total Cost	2020/21 £m	2021/22 £m	2022/23 £m	2023/24 £m	2024+ £m
Total Project Cost						
Applicants own funds	%					
Other Public funds (Specify)	%					
Private sector funds	%					
Funding requested from BC LEP - LOAN	%					

Funding requested from BC LEP - GRANT	%					
Total Project Value (if site / property)						
If Grant funding is sought, explain why grant is required as opposed to loan. (Less than 100 words)						
What will LEP funding be spent on?						
For the BCLEP element of the funding only, please specify the projected costs using summary spend areas. What will the grant be spent on?						
Projects costs	% of Total Cost	2020/21 £m	2021/22 £m	2022/23 £m	2023/24 £m	2024+ £m
What are the expected tangible Outputs/Outcomes to be realised? (Please profile Skills Outputs as per the financial year, NOT the academic year)						
Outputs/Outcomes	Metric	2020/21	2021/22	2022/23	2023/24	2024+
Businesses Assisted	no.					
Businesses Created	no.					
Skills – Learners assisted (exc. Apprenticeships)	no.					
Skills – Apprenticeships Starts	no.					
Skills – Apprenticeships Completed	no.					
Employment – Jobs Created (FTE)	no.					
Employment – Jobs Safeguarded (FTE)	no.					
Place – Houses Started	Units					
Place – Houses Completed	Units					
Place – Land Remediated	Hectares					
Place – New Employment floor space [Specify Use Class]	Sq. metre					

Length of newly built roads	Km					
Length of resurfaced roads	Km					
Length of new cycle ways	Km					
Other (please specify)						

For the outputs included above, please state whether they are direct outputs or indirect. If indirect, explain how the project is enabling the delivery of these outputs.

Example 1: The scope of the project is to purchase and install capital machinery for the training of apprentices and the up-skilling of existing employees. The Apprentices delivered are a direct output of the project.

Example 2: The scope of the project is remediation works to facilitate future development of the site to deliver 'x'sqm of office space. The creation of jobs connected to the delivery of office space are indirect outputs)

For Place (property & infrastructure projects only) - Site Details

Location (include full address and postcode)	
Overall Site Area (Ha)	
Ownership / Occupation	
Existing / Former Use	
Existing Condition	
Planning Status of Project	
Any Other Comments	

9. For Learners Assists/Apprenticeships please specify the course offering and the level of learning supported.

(For Apprenticeships specify framework duration in years)

Course Details	Level of Learning Supported

10. Main Issue (s) likely to derail the Project

(These are the fundamental issues, raised as highest priority on the project Issue register that would prevent the project from delivering its objectives and intended outputs/outcomes)

Issues	Means of Resolution

11. What are the main risks the Project will need to manage? <i>(These are the fundamental risks, raised as high impact on the project Risk register that if they were to materialise could prevent the project from delivering its objectives and achieving intended outputs/outcomes)</i>	
Risks	Means of Managing
12. Please indicate how your project complies with Subsidy Control Regulations without contravening the Subsidy Control Legislation	
<i>(All applicants need to take steps to satisfy themselves that any BC LEP funding approved does not amount to unlawful Subsidy Aid. Further confirmation to this effect will be requested at the Full Business Case Stage. A declaration of compliance with UK Subsidy Control Regulations will be required prior to any BC LEP funding being provided. If your project is awarded funds from the BC LEP it will be subject to a condition requiring the repayment of any BC LEP funding in the event that the funding constitutes unlawful Subsidy Aid.)</i>	
13. Any other Significant Constraints to delivering the Project not mentioned above.	
14. Submission Checklist	
(See Appendix J7 – Stage 1 Due Diligence Checklist)	

Introduction to the Project

Section A: Introduction to the Project	
15. Project Description: (50 words max) <i>(Short statement about what the project is targeting to achieve)</i>	
Project Need & Additionally: <i>(State the overall impact on GVA (Growth Value Add). GVA is the difference between output and intermediate consumption for any given sector/industry. That is the difference between the value of goods and services produced and the cost of raw materials and other inputs which are used up in production. GVA therefore measures the contribution to the economy of each individual producer, industry or sector in the United Kingdom and is used in the estimation of GDP at regional and Sub-regional level)</i>	

Background to the Project

Section B: Background to Project Bid

Section B1: Status & Progress to-date	
17. Present status of the Project. (approx. 100 words)	
18. Progress achieved prior to Bid. (approx. 300 words)	
Section B2: Content of the Business Case	
Section C	Strategic case and fit to Strategic Economic Plan Themes
Section D	Economic case – Options Appraisal
Section E	Commercial case – External Procurement (if appropriate)
Section F	Financial Case – Financial Analysis of the recommended Option
Section G	Programme Management Case – Achievability of Project Components
Section H	Recommendation
Section I	<p>Appendices</p> <ul style="list-style-type: none"> ➤ Profile for each Output / Outcome ➤ Detailed breakdown of Project Costs by month ➤ Risk & Issue Register ➤ Project Plan / Development Programme ➤ Stakeholder Map ➤ Evidence of planning permission ➤ Stage 1 Technical Due Diligence Checklist (applicable to land/property bids) ➤ Stage 2 Financial Due Diligence Checklist ➤ Small Amounts of Financial Assistance Declaration (applicable for grants approx. £350,000)

Strategic Case

Section C: Strategic Case for Change and fit to BC LEP Strategic Economic Plan Themes	
19. Context/Project Background	<i>(This section should describe the setting, background and context of the Business Case. Describe the compelling case for change. Detail the problem or opportunity the project is intended to address, in terms of market failure or demand, and the contribution the project will make to the delivery of the Black Country Strategic Economic Plan (SEP) and other relevant plans and strategies. Ensure to demonstrate how the project will contribute to the Growth Objectives and Strategic Programmes identified in the SEP. A copy of the SEP can be found at www.blackcountrylep.co.uk/about-us/black-country-plans-for-growth/strategic-economic-plan). (Word limit 750)</i>
20. Objectives and Outcomes	<i>(Detail the specific objectives to achieve the anticipated outcomes. The objectives and outcomes should be stated in clear and measurable terms with a specified time frame)</i>
21. How does the project fit with national, sub-regional and local investment plans and strategies?	<i>(Demonstrate how the proposal is aligned to any relevant Government, sectoral or regional goals and priorities and reflects the organisational strategy)</i>
22. Detail the elements that are within scope of the project, this defines the range and boundaries of the project.	

(A critical first step is establishing the parameters of the project. Be aware that these parameters may change over the course of developing the Full Business Case. Please identify the areas both in and out of scope i.e. what will be delivered by the project and won't be delivered by the project)

23. What stakeholder consultation has been undertaken/support received? What stakeholder consultation remains to be undertaken? (approx. 100 words)

(The objective of Stakeholder Management is to maximise/optimize the objectives of the Project/Programme through the considered identification, analysis and engagement of all those that are engaged in it, or impacted by it. Stakeholders come in many 'shapes and sizes' and, as such, contingent effort/management is the key to success in this regard. It is important initially to understand each Stakeholder's level of support for the Project/Programme, the influence they wield over it and the degree to which they are impacted by the scope of work.

This analysis then provides the basis for targeted Stakeholder Management activity. Identify which stakeholders have been consulted on the objectives and outcomes of the project/programme. Describe any obstacles that have been highlighted and how they are going to be managed to ensure success, including the consultation that remains to be undertaken.

Stakeholder consultation involves the development of constructive, productive relationships over the period of the project/programme. It results in a relationship of mutual benefit; enabling identification of trends and emerging challenges which are currently or will in the future impact the project/programme. Listening to stakeholder concerns and feedback is a valuable source of information that can be used to improve project design and outcomes, and help an organisation to identify and control external risks. It can also form the basis for future collaboration and partnerships)

24. List the Key stakeholders and their Interest areas? (approx. 50 words)

(Include a Stakeholder Map if you have one)

Stage 1 - Identification of stakeholders

A typical approach which could be used to gather the complete list of Stakeholders impacted by a Project/Programme is to Brainstorm; a guided brainstorm session that identifies a long list of Stakeholders who are both internal and external to the Project/Programme.

Stage 2 - Analysis and Prioritisation

The next step is to analyse and prioritise each Stakeholder based on their levels of Influence and Interest the Stakeholder Influence and Interest matrix, shown below, can be used to present a Stakeholders position, both current and desired. This process is fairly subjective since the Project/Programme may not fully understand Stakeholders or their agendas. Therefore, the more Stakeholder engagement throughout this process, the more robust the output will be.



Stage 3 - Stakeholder Engagement

The following table provides an indication of the engagement required for each type of Stakeholder based on their level of interest to the project and their influence on the success or otherwise of the Project

No.	Type:	General engagement required:	Power/Influence	Interest/Support
1	Detractor - Keep Satisfied	The greatest risk to project delivery. Spend the greatest attention, time and resource with them. Listen to concerns and issues, identify their agenda, key influencers and engage them on project purpose and objectives, look for win-win solutions and compromises. Ask Champions or Advocates to support this influencing.	Medium - High	Low - Medium
2	Monitor	Monitor these people and only keep informed about progress and successes via general communication. Do not spend too much time or resource on these Stakeholders.	Low - Medium	Low - Medium
3	Advocate	Keep informed and aware of progress and success. Solicit their help in influencing others.	Low - Medium	Medium - High

4	Champion	<i>Engage and consult regularly. Keep informed and aware of progress and success. Solicit their help in influencing others, especially with blockers and the highest risk detractors</i>	Medium - High	Medium - High
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25. What are the Strategic Issues preventing successful delivery of the project? List. (approx. 100 words)

(These are the fundamental issues, raised as highest priority on the project Issue register would prevent the project from delivering its objectives and intended outputs/outcomes)

26. What are the Strategic Risks that could prevent successful delivery of the project? List. (approx. 100 words)

(These are the fundamental risks, raised as high impact on the project Risk register that if they were to materialise could prevent the project from delivering its objectives and achieving intended outputs/outcomes)

27. Summarise the overall assumptions that have been made when planning this project. State the impact to the project if these turn out to be wrong.

(Assumptions are circumstances and events that need to occur for the project to be successful, but are outside the total control of the project team. Assumptions are accepted as true and are often without proof or demonstration)

28. Summarise any project dependencies that the project has or if there are other projects/initiatives that are dependent on this delivery. State the impact to the project if these are not met.

(Dependencies are the relationships among tasks which determine the order in which activities need to be performed. There are four (4) types of dependency relationships:

- *Finish to Start - Land must be purchased before road building can start*
- *Start to Start - Road excavating must start before Asphalt can be laid*
- *Finish to Finish - Laying Asphalt must be complete before line painting can be completed*
- *Start to Finish - Road excavating must start before line painting can be completed)*

29. Define any constraints that may impact the success of the project, e.g. resource, legal, 3rd party agreement constraints.

(Constraints are things that might restrict, limit, or regulate the project. Generally, constraints are outside the total control of the project team)

Economic Case

Section D: Economic Case - Options Appraisal

Section D1: Short List of Options considered

30. Please describe the options that have been considered in selecting the project proposal. This should include a minimum of 3 options: -

- A **reference case option** (the position in terms of outputs that would occur if the project did not proceed);
- The **proposed option** (as set out in Section A); and
- An **alternative option** (which may be based on changes to the scale, scope and cost of the proposed option).

Box 1:

Option Name:	Description:	Total Cost:	Amount requested:	Outputs
Reference Case				
Proposed Option				
Alternative Options:				

Box 2:

Please explain why the proposed option has been selected.

Option Name:	Advantages:	Disadvantages:	Fit with Project Objectives:
Reference Case			
Proposed Option			
Alternative Options:			

31. Specify the Preferred Option, with supporting justification for selection. (approx. 200 words)
(There must be a clear statement of the decisive factors and why they are considered sufficient to influence the decision)

32. Outline Opportunities for Innovation and increased Collaboration. (approx. 200 words)
(For example, the LEP would be particularly interested to see industry collaborating with educational institutions to create new investment, business and products)

33. Service Delivery options considered, with Pro's & Con's. e.g. using a 3rd party for delivery (approx. 200 words)
(Specify key Issues, and state resolution plan for each Issue)

34. Provide a profile for each Output (Complete Appendix I1)
(Templates are provided in Appendix to this document. Please indicate any other non-quantifiable benefits from your project. Think about any intangible benefit that will be realised. For example, a project involving the redevelopment/regeneration of a piece of land, may result in an improved perception of the area)

35. What is the evidence of demand / market interest that supports your case for investment in this project? (approx. 500 words)

(Detail all market research, primary and secondary. Ensure that for:

- *Quantitative Research - Data is fully representative of target group and statistically robust*
- *Qualitative - Evidence given that data has been validated*

OR

- *Direct approach from market to meet defined need)*

36. Outline any market testing which has been undertaken to evidence the demand case. (approx. 300 words)

(Your answer should provide robust evidence of demand that has been validated, e.g. evidence that businesses are interested in pursuing opportunities that BC LEP investment creates. Include stats/data to support claim)

37. Have the running costs of this investment been calculated and are they financed by you or your partners?

(As well as the capital cost invested there are post implementation costs to consider. There may be ongoing running (operating) costs and/or maintenance costs. E.g. a capital investment to build a new office block, once occupied will involve operating costs such as rent & rates, staff salaries etc. who will finance these costs?)

Running costs will inform the viability of the project. The author must consider the ongoing costs to support the recommended option against anticipated benefits)

Commercial Case

Section E: Commercial case – External Procurement (if appropriate)

38. If private development partners will be required to deliver project outputs, at what stage are discussions/negotiations? (approx. 300 words)

39. Detail any 3rd party services that will be used to deliver this project, e.g. Legal, Finance, other consultancy.

(E.g. Consultancy - A technical advisor will be appointed to prepare the works brief and secure planning consent for the remediation works. They will then manage the appointment of a contractor to undertake the remediation works)

40. Will your Procurement follow the 'Find a Tender' (FTS) process?

<https://www.find-tender.service.gov.uk/Search>

(Please provide clear statement on the procurement process followed for this project)

41. Outline the sourcing Options: with a rationale for preferred option. (approx. 200 words)

(Sourcing options include:

- *supplier panels*
- *collaborative procurement*
- *open tender*
- *closed tender*

The most appropriate sourcing option will be dependent on:

- *the total value of the procurement*
- *what contracts, frameworks, or supplier panels are already in place*
- *the overall risk to the organisation if performance expectations are not met*
- *the nature and complexity of the product or service)*

42. Are there any Personnel Implications, Inc. TUPE? (approx. 200 words)

(Does the proposal impact on any existing personnel associated with the lead or delivery organisation/s? Please give details of any recruitment required for delivery See <https://www.gov.uk/transfers-takeovers/overviewfor> information on TUPE)

43. Outline the Procurement Project Plan and Timescales, including statutory and other consents.

(The procurement plan should include the following:

- *Type of contract to be used*
- *Risks associated with procurement management*
- *How procurement risks will be mitigated through contract performance metrics, insurance, or other means*
- *Determining costs and if/how they're used as evaluation criteria*
- *Any standardised procurement templates or documents to be used*
- *How multiple suppliers will be managed if applicable*
- *Contract approval process*
- *Decision criteria*
- *Establishing contract deliverables and deadlines*
- *How procurement and contracts are coordinated with project scope, budget, and timeline.*

NB: Where the purchase of property or land is involved please confirm ownership status and state whether there are any charges over land/property interests critical to project delivery)

44. Please provide evidence of planning permission (submit a copy of decision notice or committee resolution with this application), or a clear explanation of the timeframe for achieving this and how it fits with broader planning strategy.

(This should include status of planning permission. If obtained:

- outline any key planning conditions
- strategy for discharging planning conditions.
- Specify the likely sectional costs/agreements (e.g. s106, s278, CIL etc.)

If NOT obtained:

- the timeframe for achievement, and how it fits in with the broader planning strategy
- has any pre application consultation with the Local Planning Authority taken place? Please give details
- you also need to provide evidence of discharge of key planning conditions, or your strategy for undertaking these)

Financial Case

Section F: - Financial Analysis of the recommended Option

45. Outline the anticipated cost and funding profile:

	Capital/ Revenue	2020/21	2021/22	2022/23	2023/24	2024/25	2025+	TOTAL
		£m	£m	£m	£m	£m	£m	£m
BCLTB (Pre-Committed Transport Funding) *								
BCLEP Grant								
BCLEP Loan								
Other Public Source (please indicate)								
Applicants Own Funds								
Private (3rd party)								
Total Capital								
Total Revenue								
Overall Total								

*LTB funding for Transport Major schemes

46. Please outline the strategy for securing the match funding as outlined above, and the progress made to date. What is the level of certainty of match funding remaining in place across the project duration? Please provide evidence to support any assumptions made.

(Explanation to support the information provided above, i.e. reasons for date available, approval status etc. Specify any other lenders involved and please provide details of agreed terms and security required)

47. Project slippage – is there provision for dealing with the financing of any time or cost overruns? How will you deal with the impact on LEP & Match funding, & Private Investment?

48. For the BCLEP element of the funding only, please set out the projected costs using summary spend areas.

(Please note that a full a detailed breakdown of Costs by month will need to be included in the Appendices)

State date of this Estimate

Projects costs (delete as appropriate):	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	Total
	£m	£m	£m	£m	£m	£m	£m
Land acquisition							

Once the final version of the Planned Delivery Dates is approved, they become baselined. This baseline milestone schedule becomes the benchmark against which project performance is measured. The baseline schedule must be in place before project delivery work commences.

Once created and approved the baseline milestones can only be changed for authorised changes in scope / timeline, but even then, the original baseline is never discarded.

The milestones should always reflect the most realistic dates for project accomplishment, even if this means a reforecast)

Section G: Project Governance: Key roles & Responsibilities

51. Please set out the Key Roles in governing the Project, with named officers, which will oversee, deliver and close the project. (approx. 100 words)

E.g. The Project governance structure personnel could be outlined in a table stating what their role in the Project is and what they are responsible for delivering.

Name	Project Role	Principal Responsibility for Delivery
	Project Sponsor	Project Board – Ultimately accountable for the project, ensuring that it meets its objectives and realise the expected benefits. Empowered to direct the project and take decisions.
	Project Manager	Leading, managing and co-coordinating all activity in conjunction with the project team. Reporting to Project Board and BCC Programme Office on project progress/delivery.
	Contractor	Prepare detailed engineering design in accordance with project specification
	Suppliers/Vendors	Facilitate project execution by supplying materials. Equipment and personnel
	Etc...	

Section G: Key Stakeholder engagement strategy

52. Please identify your preferred strategy for engaging key Stakeholders in making your project successful. (approx. 300 words)

The approach to communications is informed by the Stakeholder Management analysis (outlined in the **Strategic Case**), however instead of individual Stakeholder engagement requirements focuses on the key communications typically to groups of Stakeholders.

The communications strategy addresses the following:

- how key messages are defined
- audience groups are identified
- appropriate channels are used
- communication effectiveness is measured

Initially a high-level communications strategy will be developed by specifying how the communications will be approached in each of the key Project/Programme phases and how the communication responsibilities will be allocated. An example of a communications strategy is shown below.

Project/Programme Phase:	Strategy:
Example: Design	Communication inside the project/programme team only. Reporting within the project/programme governance structure. No communication to any staff that could be affected
Implementation	All end-users to be communicated in a transparent manner. Majority of communications via email, website and newsletter

Section G: Communications Plan or strategy

Consider the following information.

Column:	Contents:
Communication Title	What is the name of the communication item?
Frequency	When does information and key messages need to be provided? For regular communications, how frequently is communication given, monthly, weekly, ad hoc?
Key Stakeholders	Include a list of the different audiences that should be communicated to by the piece of communication. The list of Stakeholders identified is the key input to this list.
Key Messages	What messages and information should be provided, e.g. progress updates, issues raised, decisions required, key messages?
Channels	What approach is used for communicating: face-to-face, email, newsletter, updates to website, workshop, user group, etc.
Responsibility	Who is responsible for ensuring the communication occurs? A named person.

Desired objectives	<i>Aim of the communication – what is expected to change as a result of the communication, raising awareness, make decisions, get involved.</i>	
Feedback mechanism	<i>How does feedback get received, and what happens with feedback?</i>	
53. Issues log:		
Please attach all your full Issue register as an Appendix. <i>(Please see the Risk and Issue Log Template for guidance. Provided by the BCC Programme Office)</i>		
Section G: Risk Management Plan		
54. Risks Register:		
Please attach your full risk register as an Appendix. <i>(Please see the Risk and Issue Log Template for guidance. Provided by the BCC Programme Office)</i>		
Section G: Quality Assurance		
55. Outline your proposed monitoring and evaluation arrangements to assess whether the project achieves its objectives and outputs. (approx. 300 words) <i>(Should include an extract of Milestones & Summary tasks) and align to the realisation planned activity stated in the Output/Outcome profile)</i>		
Section G: Project Team		
56. Please describe the experience of the project team and attach the team structure. (approx. 100 words)		
Section G: Freedom of Information		
57. Please indicate whether any information in this proforma is considered exempt from release under Section 41 of the Freedom of Information Act 2000.		
Section G: Subsidy Control Requirements		
<i>All applicants need to take steps to satisfy themselves that any BCLEP funding approved does not amount to unlawful Subsidy Aid. A declaration of compliance with UK Subsidy Control regulations will be required prior to any BCLEP funding being provided.</i>		
<i>If your project is awarded funds from the BCLEP it will be subject to a condition requiring the repayment of any BCLEP funding in the event that that the funding constitutes unlawful Subsidy Aid.</i>		
58. Please confirm your acceptance to this condition:	Yes	No
H. Recommendation / Conclusion		
59. Please state clearly the recommended action this Business Case supports. (approx. 100 words)		

I. Security Against Grant

60. Each bidder is asked to confirm in their Initial Proposal that they understand the requirements for security against any BC LEP Grant. Please confirm what form of security against the Grant you propose to offer the Council, if required.

Examples include a legal charge over land or assets, a charge over bank account, a Performance Bond, money held in escrow or personal guarantees. Please include details of the nature of the security, when the security will be in place, any existing charges or other encumbrances over the security, and who will put in place the security if not you, the Grantee.

Please note that the Council will not be able to accept a second legal charge. Further information about the Council's security requirements, as confirmed at the Initial proposal stage.

61. Proposer Declaration

I confirm that I am authorised by my organisation to make applications for funding and to make legally binding commitments on its behalf and that the information contained in this proposal is correct to the best of my knowledge.

I confirm that I/we have read the generic BC LEP conditions of Grant (Grant Agreement) and that I/we understand that our/my application will need to provide security to the Council in the form of:

- A Charge over Land or Property
- A Charge over Bank Account
- A Performance Bond

I/we also confirm that I/we understand the conditions of grant for Site Investigations/Development Studies, including the obligation to repay the Grant if we do not choose to deliver a scheme on the Site following the development/investigation phase.

I confirm I/we have read and understand the Due Diligence Checklist and that I/we agree to the following:

- Submission of all required organisational and financial information at the first and second stages of Due Diligence;
- Completion and submission of a fully completed Due Diligence Checklist and supporting information at the same time as submission of a Full Business Case (FBC). I understand that I/we are completing this work at risk with no guarantee of funding.

I confirm that I/we have read and understood the Single Accountable Body's Monitoring, Compliance and Audit Framework and understand our obligation to provide the record-keeping and monitoring information required by the Single Accountable Body

I confirm that I/we understand my/our obligations to procure services and goods in line with UK Procurement Rules. I confirm that I/we have checked/been advised and are able to accept this grant without being in contravention of Subsidy Control rules.

Data Protection – Any Personal Data collected will be processed in accordance with our Privacy Policy available at www.blackcountryconsortium.co.uk or provided on request

I/we consent to Black Country Consortium, Local Enterprise Partnership, Black Country Local Authorities and specific third parties processing of any personal data associated with this proposal for the purpose of processing the proposal and managing the proposal process.

Signed:	
Name:	
Position:	
Date:	

Section J: Appendices

- J1: A Profile for each Output
- J2: Detailed Spend Profile
- J3: Risk & Issue Register
- J4: Project Plan / Development Programme
- J5: Stakeholder Map
- J6: Evidence of planning permission
- J7: Stage 1 Technical Due Diligence Checklist (applicable to land/property bids)
- J8: Single Accountable Body Stage 2 Financial Due Diligence Checklist
- J9: Subsidy Control Declaration (applicable for grant award approx. £350,000)

Document Status

REVISION HISTORY

Revision Date	Version No.	Summary of Changes	Author / Editor
	Draft 1	Initial draft	
	Draft 2	Project team input	
	Draft 3		
	Draft 4		

DOCUMENT LOCATION

This document is only valid on the day it was printed or revised.

DOCUMENT AUTHOR

Name	Title	Organisation	E-mail address	Telephone

DOCUMENT OWNER

Name	Title	Organisation	E-mail address	Telephone

DISTRIBUTION LIST

SCHEDULE 3 Black Country Executive Joint Committee

CONSTITUTION

26 March 2014
(Updated June 2021)

1. Dudley MBC, Sandwell MBC, Walsall MBC and Wolverhampton City Council established an Executive Joint Committee known as the Black Country Executive Joint Committee (BCJC) for the purpose of discharging the functions mentioned in **Annex A**. The BCJC is a joint committee of the Executive for the purposes of Part VI of the Local Government Act 1972 and Part I Chapter 2 of the Local Government Act 2000 and the provisions of thereof that are applicable to Joint Committees of the Executive shall apply to the BCJC.
2.
 - (i) The BCJC shall comprise four members, each Council being entitled to appoint one voting member who shall be a member of the Councils Cabinet making the appointment. In the event of a voting member of the BCJC ceasing to be a member of the Council which appointed him/her, the Council shall forthwith appoint another voting member in his/her place. Only a voting member is entitled to be elected as Chair or Vice-Chair of the BCJC.
 - (ii) Each Council may appoint members of its Executive as substitute for the voting members appointed under (i) above to attend meetings of the BCJC and its sub-committees in the absence for any reason of the voting members or observer members. The substitute voting members or observer members shall be treated in all respects if they were appointed under (i) above as the case may be. The Secretary for the Committee shall be informed prior to the commencement of the meeting of the names of the substitute members.
 - (iii) The Chairman of the Black Country Local Enterprise Partnership shall be an ex officio member of the BCJC on matters relating to City Deal, Growth Deal, Combined Authority and the funds secured by the Black Country Local Enterprise Partnership. Ex officio members may speak at meetings of the BCJC but not vote.
 - (iv) The Head of the Programme Management Office at the Black Country Consortium Ltd will be responsible for writing reports to the BCJC from the Heads of Regeneration Working Group in the format provided for at **Annex B**. All other reports from any subcommittee and or Council will also take the form as set out in **Annex B**. The Head of the Programme Management Office at the Black Country Consortium Ltd, supported by the relevant Head of Regeneration/Senior Responsible Officer from the Local Authority, will present all of the reports regarding funding at meetings of the BCJC on matters relating to City Deal, Growth Deal, Combined Authority and the funds secured by the Black Country Local Enterprise Partnership.
 - (v) The BCJC shall at its Annual Meeting, elect a Chair and Vice-Chair from among its voting members or chose to adopt for that year to have a rolling Chair and Vice Chair being upon rotation. In the event of both being absent from the meeting, the Chair and Vice-Chair for whatever reason, the BCJC shall elect a Chair from amongst the voting members present for that meeting but shall not count for purposes of rotation.
 - (vi) Three voting members of the BCJC shall constitute a quorum. Except as otherwise provided by statute, all questions shall be decided by a majority of the votes of the voting members present, the Chair having the casting vote in addition to his/her vote as a member of the BCJC.

- (vii) The BCJC shall meet as agreed at its AGM. However a meeting of the BCJC may be convened at any time by the Secretary in consultation with the Chair for the meeting. A meeting of the BCJC must also be convened by the Chair within 28 days of the receipt of a requisition of any two voting members of the BCJC addressed to the Secretary of the Committee. All requisitions shall be in writing and no business other than that specified in the requisition shall be transacted at such a meeting.
- (viii) The BCJC shall from time to time make such standing orders for the carrying on of the business of the BCJC as the BCJC shall deem necessary and or desirable.
- (ix) For the avoidance of doubt and subject to there being no changes to the law on this issue, where a Council is operating Executive arrangements pursuant to the Local Government Act 2000 (and any regulations made under it), it will be a matter for the Executive of the Council to appoint any voting member, or substitute member of the Committee as long as that member is a member of the appointing Councils Cabinet.
3. The BCJC (as could a Cabinet) can delegate authority, but the law restricts that delegation only to officers of the Black Country Local Authorities not any other persons. **Annex C** lists delegations to officers.
4. The BCJC shall from time to time appoint such sub-committees and Advisory Boards to consider and deal with any of the functions of the BCJC as may be thought desirable.
5. The BCJC Secretary and such other officers as may be deemed necessary for the due conduct of the business of the BCJC shall be Walsall Metropolitan Borough Council.
6. Meetings of the BCJC shall be held at the date, time and place agreed at the AGM and published by the Secretary of the BCJC following the AGM unless otherwise directed by the BCJC.
7. The Secretary shall be responsible for collating, preparing and publishing (in accordance with Access to Information requirements) the Forward Plan, the Agenda, reports, decision notices and minutes as appropriate.
8. That the relevant Standing Orders for BCJC are those of Walsall Metropolitan Borough Council.

FUNCTIONS OF BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

1. To receive reports from from the Heads of Regeneration Working Group and any Sub Committee of the Black Country Executive Joint Committee (BCJC) or Advisory Board of the BCJC.
2. At any time review and agree proposed changes to the Functions of the BCJC, and seek approval of the same from the four Council Executives of the Black Country Local Authorities.
3. To agree and approve any proposed governance and or reporting structure that the BCJC sees fit.
4. In relation to the City Deal, Growth Deal, Combined Authority and funds secured by the Black Country Local Enterprise Partnership:
 - 4.1 To act as a strategic body; setting and reviewing objectives for strategic investment across the Black Country, including;
 - a. Providing a coherent single position on the major strategic City Deal, Growth Deal, Combined Authority matters and in relation to the funds secured by the Black Country Local Enterprise Partnership;
 - b. Agreeing allocation of spending;
 - c. Agreeing major priorities;
 - d. Consider and agree recommendations made by the Heads of Regeneration Working Group and any Sub Committee of the or Advisory Board of the BCJC;
 - e. Refer recommendations received back from the Heads of Regeneration Working Group any Sub Committee or Advisory Board of the BCJC for further consideration as and when minded in the first instance to not follow recommendations at all or to materially change the substance of the decision except in the case of genuine urgency requiring a decision to be made at that time;
 - 4.2 Agreeing Lead and or (Single) Accountable Body status for a body or organisation;
 - 4.3 Agree, review and amend options at any time for any Sub Committee or Advisory Board of the BCJC governance which is fit for purpose;
 - 4.4 Influence and align government investment in order to boost economic growth;
 - 4.5 Have regard to the duty to cooperate and BCJC's overall function as set out above;
 - 4.6 To ensure alignment between decision making on City Deal, Growth Deal, Combined Authority and funds secured by the Black Country Local Enterprise Partnership and decisions on other areas of policy such as land use, transportation, economic development and wider regeneration;

- 4.7 Co-ordinate and align decision making on transport with the Black Country Local Enterprise Partnership ensuring that business views are taken on board and that Black Country Local Enterprise Partnership growth plans are reflected in strategic priorities;
- 4.8 Deciding on capital expenditure programmes and ensuring policy and programmes are delivered effectively through partners;

Final Draft



Black Country Executive Joint Committee
Dudley, Sandwell, Walsall and Wolverhampton

REPORT OF THE HEADS OF REGENERATION WORKING GROUP

(OR COUNCIL)

TO

BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

ON

(DAY, MONTH, YEAR)

(INSERT TITLE OF REPORT)

CAPITAL FUNDING, DEVELOPMENT FUNDING, SITE INVESTIGATION (please delete
project types not appropriate)

Key Decision:	Yes/No
Forward Plan:	Yes/No

1. PURPOSE OF REPORT

1.1 Set out the main points of the report and details of what is being sought in summary.

2. RECOMMENDATIONS

2.1 Specific recommendation from the **Heads of Regeneration Working Group** with approval requested by the Joint Committee.

- 2.2 The recommendation(s) should be clear, concise and include all relevant information. No abbreviations or acronyms are to be used. No statements are to be used. Value of grant to be approved should be included in the recommendation.
- 2.3 It is not acceptable to recommend “That the course of action set out in the report be approved” as this does not give sufficient clarity.
- 2.4 There must be a separate recommendation for each recommendation you wish the Joint Committee to make.
- 2.5 Do not set out any recommendations elsewhere in the report.
- 2.6 If you only have one recommendation there is no need to number it. It looks like there should be others.

3. REPORT DETAIL

- 3.1 Write clearly, concisely and focus on relevant material information. Do not use acronyms.
- 3.2 All relevant and pertinent information should be included so as to enable a fully informed recommendation to be made by the Heads of Regeneration Working Group.
- 3.3 Sufficient weight and emphasis should be made on key points.
- 3.4 Sufficient information to enable an informed decision must be contained within the report.

4. BENEFITS COST RATIO (VALUE FOR MONEY)

- 4.1 Benefit-Cost Ratios (BCRs) are utilised in capital budgeting to analyse the overall value for money of undertaking a new project. It is an indicator showing the relationship between the relative costs and benefits of a proposed project, expressed in monetary or qualitative terms. For the purposes of BC LEP funding, the Economic Intelligence Unit has developed the formula, deployed by the Programme Management Office, to identify the BCR for a project requiring public sector funding. The threshold for any project that has been assessed is 1.5 and would be considered ‘good value for money’ should this threshold be exceeded. The BCR calculation however does not take into consideration the Strategic fit and proposition of a project.
- 4.2 Please state individual project BCR and provide further explanation why the project is put forward for consideration if the project ration is under 1.5.

5. FINANCIAL IMPLICATIONS

- 5.1 All relevant financial implications. You must to consult the appropriate finance officer at the outset of the project. Your report will not be considered if the Finance Officer has not commented.
- 5.2 Please state match funding and intervention rate of LGF.

6. LEGAL IMPLICATIONS

- 6.1 The appropriate grant agreement[s] [is/are or will be put] in place, which will include all necessary conditions passed onto the LEP by Government, together with all terms, conditions, performance measures and sanctions as required by the approvals/conditions received from Government or approved by the LEP Board or the Joint Committee.
- 6.2 Please see paragraph 6.1 for suggested wording to include. You must consult legal services at the outset of the project. Set out any legal obligations on and consequences for the BCJC arising from the proposals. You must give sufficient time for legal services to comment on your report. Your report will not be considered if legal services have not commented.

7. RISK MANAGEMENT

- 7.1 Key risk identified and explanations as to how they will be managed are to be inserted.
- 7.2 For Site Investigation and Development funding, insert a paragraph covering the risk that this will not result in a capital asset. State when the full business case is expected to be approved, where the funding will come from and the risk of the business case not being approved (i.e. likelihood etc.).

8. EQUALITY IMPLICATIONS

- 8.1 An equality impact assessment to be done and equality implications set out in the report as well as how they will be managed.

9. CONSULTATION

- 9.1 Identify who has been consulted and why, the outcome of the consultation and if there is any planned future consultation. For example, do not use “the report is prepared in consultation with relevant managers and executive directors”.

- 9.2 There is an expectation that wherever possible, Ward Councillors should be consulted and involved in matters affecting their Ward.
- 9.3 Consultees mentioned in this part of the report should match with those referred to in the Forward Plan entry, if it is a key decision. Include other consultees if they have been identified since.
- 9.4 If scrutiny panels have considered this issue, provide feedback on their recommendations/views.

Note:

- It is the responsibility of the author of the report to identify and consult with relevant officers and external parties about the proposals and the contents of the draft reports. Should any changes be made before the report appears before the Heads of Regeneration Working Group and Joint Committee in final form then you must consult relevant people again. If the revised circumstances could impact on the legal and financial position, you must consult afresh with legal and finance colleagues.
- A report consultation sheet is available from the Programme Manager and **must be completed and accompany your report at all times**. The consultation sheet template should not be amended. If any amendments are made to your report at any stage which requires the re-consultation of colleagues, this must be reflected in the form when submitted at the final stage.

Background papers

- List any background documents that you have used or which are associated with the report being produced. (This is to satisfy the legal requirements that govern public access to local authority papers and the Freedom of Information Act.) You should not list acts of Parliament or any documents that give confidential information. Do not quote file references. Such files will be open to public scrutiny if asked.

Attachments

- I. List any attachments that will accompany the report, if no attachments are required, state 'None'

“DELETE AS APPROPRIATE”

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SRO (all projects)

SSRO (if SRO non-LA, then requires LA SSRO)

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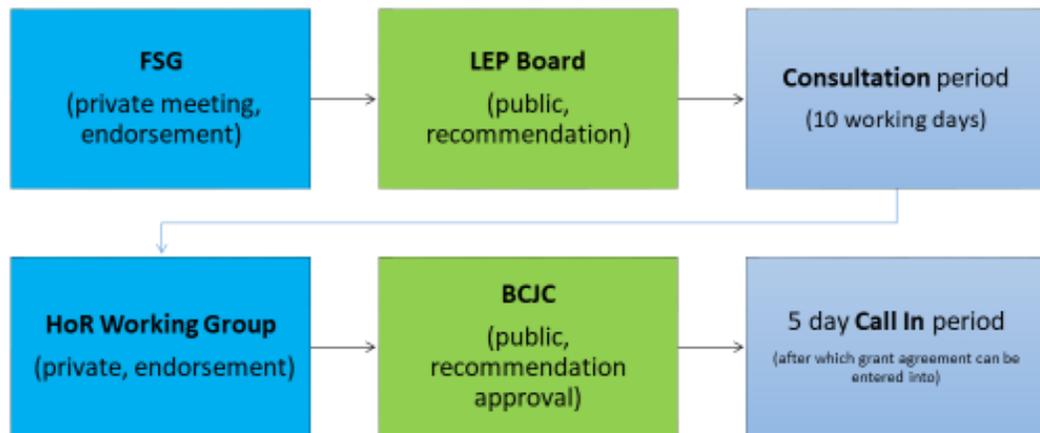
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SCHEDULE 4 Decision and oversight Flow Chart



SCHEDULE 5 Supplemental Deed - Governance Principles: Enterprise Zones

[on-going separate review]

Final Draft

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Report to Cabinet

3 November 2021

Subject:	Revised Corporate Health & Safety Policy
Cabinet Member:	Cabinet Member for Finance & Resources Cllr Maria Crompton
Director:	Business Strategy & Change, Neil Cox
Key Decision:	No Approval and signing of the latest formal revision of the corporate H&S Policy
Contact Officer:	Corporate H&S Manager, Terry Hassall Terry_hassall@sandwell.gov.uk

1 Recommendations

- 1.1 That approval be given to the revised corporate Health & Safety Policy as attached in the appendix.

2 Reasons for Recommendations

- 2.1 The Council have a legal requirement to have a Health & Safety (H&S) policy that is formally reviewed at regular intervals.

3 How does this deliver objectives of the Corporate Plan?

	<i>People live well and age well</i> All those whom our work affects are covered in the H&S Policy
-------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------

4 Context and Key Issues

- 4.1 The policy is formally reviewed every three years.

Consultation has already taken place amongst the Leadership team and our Trade Union safety representative colleagues.



There have been a few minor but no substantial changes to the policy during this formal review. The minor amendments include;

- Names of Chief Executive and Council Leader amended to reflect current incumbents,
- Removing reference to “EMT” and replacing with “Leadership”,
- Incorporating “Infection Control” and “SMART/Home Working” as standalone arrangements,
- Updating and merging of arrangements for “Occupational Road Risk” and “Vehicle movements on site” into one “Driver & Vehicle Safety” arrangement,

5 Alternative Options

5.1 None. It’s a legal requirement for employers to have a recorded H&S Policy.

6 Implications

Resources:	N/A
Legal and Governance:	To not approve would leave the organisation vulnerable as it would be breaching a statutory duty.
Risk:	See above
Equality:	N/A – Applies to all persons.
Health and Wellbeing:	A robust and effective health & safety policy is the cornerstone to ensuring both employees and others who we give a service to stay healthy and safe
Social Value	Demonstrates that we are a considerate employer, committed to the H&S of our employees and others.

7. Appendices

Corporate H&S Policy 2021-2023

8. Background Papers

N/A



Corporate Health & Safety Policy

September 2021 - 2023

Document information

Document title	Corporate health & safety policy		
Owner	Leadership Team		
Status	Draft	Version	10.4
Effective from	9 th September 2019	Approved	3 rd September 2019
Review date	April 2023		
Last updated	August 2021	Last updated by	HSU/TH
Purpose	To set out the Councils corporate approach to ensuring compliance with current health & safety legislation, our arrangements for doing so, and identifying key people with responsibilities within the organisation		

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1 Health & Safety Policy Statement

Sandwell Council recognises the importance of ensuring the health, safety and welfare of our employees and fully accepts our statutory obligations both to employees and others who may be affected by our activities.

To meet these obligations, we've set the following objectives and will:

- Ensure that health & safety is embedded into all our activities and that directorates have effective health & safety management systems in place,
- Ensure that suitable and sufficient risk assessments and controls are in place to minimise risk and to prevent accidents and cases of work-related ill health.
- Consult with our employees and their Trade Union representatives on matters affecting their health & safety.
- Promote a positive health & safety culture where employees and their representatives are able to raise health & safety issues and are empowered to work safely.
- Provide information, instruction, equipment and supervision for employees to enable them to do their work safely.
- Ensure all employees are competent to do their tasks and are given adequate training.
- Provide and maintain safe plant & equipment and ensure that substances are handled and used safely.
- Ensure premises under our control are maintained and their condition does not give rise to health and safety risks and there are sufficient facilities and welfare arrangements.
- Regularly review our health & safety performance by monitoring, auditing and benchmarking

The council is committed to continuous improvement in health & safety and will develop a policy, systems and procedures to achieve this aim. The council is also committed to providing a safe and healthy environment for employees and all who use our services; this will be achieved by:

- Effective leadership by senior managers
- Participation of all employees
- Open and responsive communication channels

Overall accountability for health & safety and this policy rests with the Chief Executive and the Leadership Team. To ensure that the Leadership Team is kept informed of and alert to relevant health & safety issues, a 'Nominated Director', from within the Leadership team, will be charged with ensuring that health & safety risk management systems are in place and remain effective.

On a practical level, any strategic health & safety issues affecting the authority will, in the first instance, be considered by the Joint Consultative Panel (JCP), which is also charged with ensuring best practice in health & safety across the council. The JCP will be attended by the Nominated Director and each directorate will nominate a 'Lead Officer' from their directorate management team to attend the panel. The level of participant attending will allow direct input to both Leadership Team and Directorate

Management Teams (DMT). In addition, if appropriate, policy and reports can be considered by councillors through the executive decision-making process.

The council's core "arrangements" for managing health & safety are outlined in the final part of this policy. Each Directorate/school must ensure that managers and employees are aware of these arrangements and put in place systems to implement them locally. In addition, directorates/schools should publish supplementary arrangements / procedures to help manage local risks not covered by corporate arrangements / guidance and must ensure appropriate risk assessments are in place. All systems, procedures and assessments must be kept up to date, monitored and regularly reviewed.

Assistance

Without detracting from the primary responsibility of managers and supervisors for safe conditions of work, competent persons have been appointed to support the council in meeting its health & safety obligations.

The corporate health & safety unit (HSU), based in Business Strategy & Change Directorate, will co-ordinate health & safety matters, carry out audits, and provide an advisory service across the council. The team will work closely with directorates, and colleagues within those directorates, on all health, safety and welfare matters.

To support directorates, a range of health & safety training is provided corporately. These 'core' courses will be identified through regular training needs analysis, based upon current legislation and the council's health and safety management system.

Co-operation, consultation and communication

The successful implementation of this policy requires total commitment at all levels. ALL employees are reminded that they have a legal duty to take reasonable care of themselves, those they work with and any other person that could be affected by their work. They also have a duty to co-operate on matters of health & safety to help ensure that we comply with our legal duties.

The council will co-operate fully in the appointment of safety representatives by recognised Trade Unions, and will provide them, where necessary, with reasonable facilities to carry out their duties.

Every employee will be made aware of this policy statement and it will be available on the [council's intranet](#). It will be monitored and reviewed regularly and, if necessary, revised in the light of legislative or organisational changes.

Kim Bromley-Derry

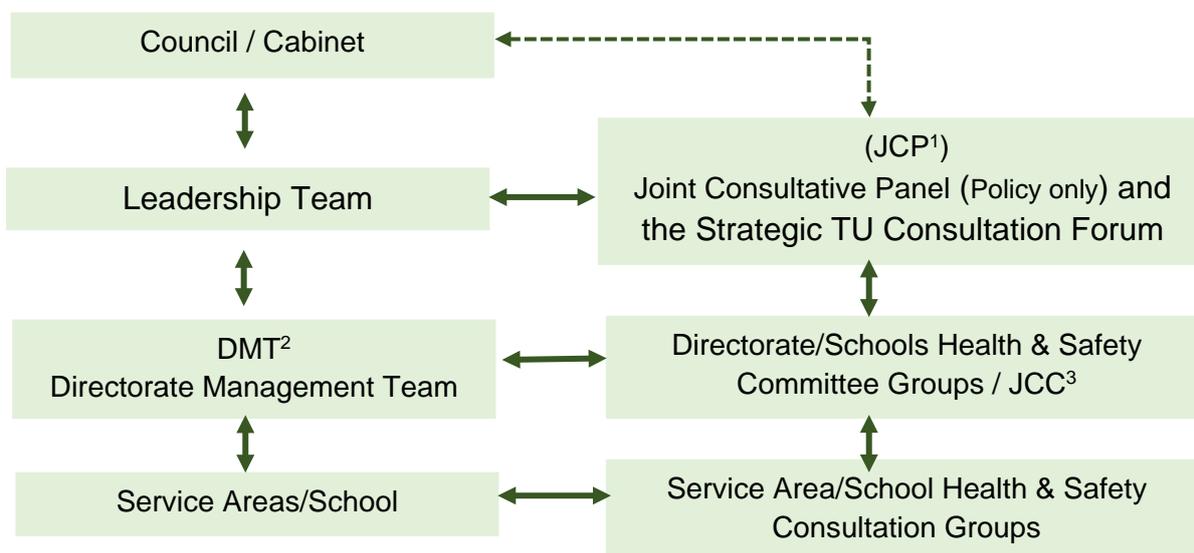
Interim Chief Executive Officer
August 2021

Councillor Rajbir Singh

Leader of the Council
August 2021

2 Health & safety communication and monitoring model

The following diagram outlines the communication and monitoring model the council follows to help ensure relevant health & safety information is considered at the right level. See Health & safety duties and responsibilities section for further detail.



Notes:

1 Chaired or attended by Leadership Team's "nominated director" who keeps Leadership/Elected members informed of and alert to relevant health and safety issues. Meets every quarter and attended by health & safety manager/officer.

2 Or equivalent where no DMT

3 Chaired by that directorate's "lead Officer" for health & safety, who represents the directorate at JCP and keeps their DMT informed of and alert to relevant health & safety issues. Attended by health & safety officer every quarter.

3 Health & Safety Duties and Responsibilities

This section of the health & safety policy outlines our legal duties (as set out in the Health & Safety at Work Act and associated legislation), both as an employer and as employees. It then outlines accountability/responsibilities for health & safety from the Chief Executive to front line employee

3.1 Employer's duties

As an employer, the council has duties under health & safety legislation to ensure the health, safety and welfare of its employees and others. This means that:

- All our premises must be safe
- Our equipment and methods of work must be safe

- We must have the right equipment for the job
- We must use substances safely
- We must handle, store and transport goods safely
- We must provide suitable information, instruction and training
- We must provide suitable personal protective equipment (PPE)
- We must have adequate welfare facilities; and
- We will design/plan and carry out operations safely.

The council is also required to assess risks in the workplace. The risk assessment process involves identifying hazards, evaluating the risks arising from those hazards and ensuring that appropriate controls are in place to minimise the risk. Managers must undertake risk assessments for existing work and must ensure that assessments are carried out before introducing new methods of work. Employee's must be made aware of any assessments that affect them.

We have numerous other specific duties; however, the overriding message is that work, and the workplace must be safe.

3.2 Employees' duties (all employee's including chief executive and directors)

As employees, we all have duties; these are:

- To take reasonable care of ourselves
- Not put our colleagues at risk
- Co-operate with our employer on health & safety matters
- Follow/adhere to safe working procedures - including using any safety equipment or personal protective equipment provided
- Not to interfere with or misuse anything provided for health & safety purposes (guards on machines, signs on the wall, etc.); and
- Inform our employer about any health & safety problems.

Note re the chief executive, deputy chief executive, directors and other senior managers - In addition to having the same general duties as all other employees, the council's senior managers have additional duties to ensure that, as policy makers and managers, they don't neglect health & safety.

3.3 Responsibilities – introduction

Sandwell Council is a large organisation with a complex structure; consequently, any attempt to document all individual responsibilities in detail would tend to be both overly bureaucratic and out of date almost immediately.

For the purposes of health & safety, accountability/responsibilities have been grouped into logical levels, namely:

- The council (employer's duties) and councillors/school governors
- Chief executive, deputy chief executive, Leadership team, 'nominated' director
- Directors, directorate management teams (DMTs) and head teachers

- Service/Operational managers, heads of department
- Line managers/supervisors
- All employees

Regardless of job title, the overriding principle is that work, and the workplace should be safe, and managers/supervisors must take responsibility for any people, premises, plant or processes under their control.

3.4 The council (employer's duties) and councillors/school governors

As an employer the council, as a corporate body, has the employer's responsibilities outlined on the previous page; that is to ensure the health, safety and welfare of its employees and others who might be affected by its activities. If it neglects those duties, it could face prosecution or, if anyone is injured, civil claims for negligence.

Councillors (and Governors in schools) also have an important role. While not in day-to-day control, councillors need to satisfy themselves that risks are considered as part of their decision-making process and are sensibly managed.

The council acts through the collective decisions of councillors and those decisions may affect the overall safety management of the council and hence be relevant in any legal proceedings taken against it; however, it should be noted that councillors are not employees but elected office holders and as such have no personal duties under health & safety at work legislation. However, councillors have an important role in championing, and showing their commitment to, health & safety; to that end our policy statement is signed by both the chief executive and leader of the council.

3.5 Chief executive, Leadership Team, 'nominated' director,

Overall accountability for health & safety and this policy rests with the chief executive and the Leadership Team. More specifically, the chief executive and Leadership team are accountable for:

- Approving the Health & Safety Policy Statement
- Ensuring that the council has the necessary resources to successfully implement the policy and achieve the objectives
- Promoting a positive health & safety culture and leading by example
- Ensuring that there is effective health & safety communication
- Monitoring and reviewing the council's health & safety performance

To ensure that Leadership is kept informed of and alert to relevant health & safety issues, a 'Nominated Director', from Leadership Team, is charged with ensuring that health & safety risk management systems are in place and remain effective. The director from Business Strategy & Change has been designated the council's health & safety champion. In addition to their general health & safety duties, the nominated director is responsible for:

- Co-ordinating the council's health & safety objectives
- Attend the strategic health & safety forum/JCP

- Reporting on health & safety performance to Leadership Team, Elected Members and other interested parties

(See also **Health & safety management model** above)

3.6 Deputy Chief Executive, Directors, DMTs, 'lead officers' for health & safety, head teachers

Within each directorate/school the director, supported by directorate management team (DMT) or head teacher has overall responsibility for health & safety and implementing the council's health & safety policy and management system.

More specifically, directors, DMTs and head teachers are responsible for:

- Implement health & safety plans to achieve the council's objectives
- Ensuring that adequate resources are allocated to meet health & safety obligations
- Ensuring that health & safety is embedded into all directorate activities and that the health & safety management system is implemented
- Ensuring that health & safety requirements, reporting lines and monitoring arrangements are built into any partnership working
- Promoting a positive health & safety culture and leading by example
- Ensuring that there is effective health & safety communication and consultation with employees and their representatives
- Monitoring and reviewing the directorate's/schools health & safety performance
- Providing the nominated director with performance information as required

Note: directors/DMT/head teachers must retain ownership of all health & safety issues within their control; whilst tasks can be delegated to competent employee's, accountability/responsibilities cannot.

To ensure that DMTs are kept informed of and alert to relevant health & safety issues, each directorate will appoint from their directorate management team a 'Lead Officer' for health & safety. The role of this lead officer is to champion health & safety across the directorate; they will also represent their directorate at the JCP/JCC and attend local health & safety consultative groups and other agreed forums.

In addition to their general health & safety duties, the lead officers are responsible for:

- Co-ordinating each directorate's health & safety activities, including any health & safety plans and objectives
- Chairing/attending local health & safety consultative groups
- Reporting on health & safety performance to DMTs and other interested parties

3.7 Directors, Service/Operational managers, Heads of department

As senior managers of the council, directors, service/operational managers, heads of department are responsible for health & safety matters within their areas of control.

More specifically, directors, service/operational managers, heads of department are responsible for:

- Implementing the council's health & safety policy and procedures
- Ensuring that adequate resources are allocated to meet health & safety obligations
- Ensuring that health & safety is embedded into all activities and that effective health & safety management systems are in place for both normal and emergency situations
- Ensuring that their managers have suitable and sufficient risk assessments and controls in place to minimise risk and to prevent accidents and cases of work-related ill health.
- Ensuring that appropriate health & safety requirements and monitoring arrangements are included in all work carried out by contractors or in conjunction with partner organisations
- Promoting a positive health & safety culture and leading by example
- Ensuring that there is effective health & safety communication and consultation with employees
- Ensuring that employees have appropriate information, instruction and supervision to enable them to do their work safely
- Ensuring all employees are competent and are given adequate training, especially for new or changed procedures, to undertake their tasks
- Ensuring employees are aware of their responsibilities and that employee with specific health & safety roles clearly understand them
- Ensuring that safe plant & equipment is provided, maintained and used correctly and that substances are handled and used safely
- Monitoring health & safety performance against council objectives
- Ensuring that their managers report and investigate accidents, incidents and near misses
- Informing DMT/head teacher of any health & safety problems/concerns as appropriate
- Seeking professional advice as necessary
- Providing the lead officer and/or nominated director with performance information as required

Note: directors, service/operational managers, heads of department must retain ownership of all health & safety issues within their control; whilst tasks can be delegated to competent employee's, accountability cannot.

3.8 Line managers/supervisors

At all levels, managers must accept accident prevention, health, safety and welfare as part of their responsibilities.

More specifically, line managers/supervisors should:

- Ensure that suitable and sufficient risk assessments and controls are in place to minimise risk and to prevent accidents and cases of work-related ill health
- Regularly monitor and review working methods and inspect workplaces to ensure that controls remain effective and safe working procedures are being implemented
- Ensure that adequate resources are allocated to meet health & safety obligations
- Provide information, instruction and supervision for employees to enable them to do their work safely
- Ensure all employees are competent and given adequate training, especially for new or changed procedures, to undertake their tasks
- Ensure employees are aware of their responsibilities - wherever practicable these should be included in Job Descriptions/Person Specifications. In addition, employees with specific health & safety roles must clearly understand them - and these must be included in Job Descriptions/Person Specifications
- Ensure that employees are made aware of health & safety issues (including control measures) and consulted on issues that affect them
- Provide and maintain safe plant & equipment and ensure that substances are handled and used safely
- Ensure that appropriate safety equipment and personal protective equipment (PPE) is provided and used
- Ensure that health & safety is regularly discussed at staff meetings and employee appraisals
- Ensure employees report accidents, incidents and near misses
- Ensure that accidents, incidents and near misses are recorded, reported and investigated in accordance with internal procedures and RIDDOR
- Respond to any safety concerns raised by employees, trade union colleagues, or service users in an appropriate timescale
- Notify their line manager(s) of health & safety problems/concerns as appropriate
- Demonstrate commitment to health & safety by setting a good example
- Recognise their limitations and seek professional advice as necessary

3.9 All employees

As employees, we all have duties; these are to:

- Take reasonable care of ourselves - this includes having a tidy and safe work area, and maintaining reasonable standards of personal hygiene
- Not to put our colleagues at risk
- Co-operate with our employer on health & safety matters
- Follow/adhere to verbal and/or written instructions, safe working procedures - including using any safety equipment or personal protective equipment provided

- Not to interfere with or misuse anything provided for health & safety purposes (guards on machines, signs on the wall, etc.); and
- Inform our employer about any health & safety problems or loss/damage to safety equipment
- Report any accident, incident, or near miss to our line manager immediately
- Not carry out any work unless we are competent to do so - this is particularly important when dealing with dangerous equipment or hazardous chemicals.

3.10 Specific responsibilities

Over and above the general duties and responsibilities outlined above, managers must identify individuals/sections with specific/specialist health & safety roles and ensure that these roles are suitably publicised. This could include delegated responsibility for:

- Risk assessment (general and topic specific)
- Premise issues - including fire safety, asbestos and Legionella management, maintenance of plant & equipment - including co-ordination of statutory inspections, etc
- Control of Substances Hazardous to Health (CoSHH)
- Providing information, instruction & supervision
- Assessing competency & arranging training
- Emergency procedures - including fire & evacuation, first aid (e.g. fire marshal, first aid personnel)

Note: managers must retain ownership of all health & safety issues within their control, they must also ensure that anyone assigned specific/specialist roles is competent to undertake them.

3.11 The corporate health & safety unit (HSU)

Without detracting from the primary responsibility of managers and supervisors for safe conditions of work, competent persons have been appointed to support the council in meeting its health & safety obligations.

The corporate health & safety unit, based in the Business Strategy & Change directorate, will co-ordinate all the councils health & safety matters, carry out safety management audits, and provide an advisory service across the council. The team will work closely with directorates, colleagues within those directorates, and trade union representatives on all health, safety and welfare matters.

In addition to the above, the team:

- Maintains the council's health & safety management systems (HSMS),
- Develops, and assist directorates with, health & safety procedures, guidance and strategies
- Monitors the implementation of the corporate health & safety policy and management systems
- Reviews health & safety performance

- In conjunction with the council's learning and development team, design, deliver and/or commission a range of "core" health & safety courses, both corporately and for schools.
- Assists in the investigation of accidents and incidents where appropriate
- Assists directorates in monitoring the health & safety performance of contractors on site
- Monitors (where appropriate) health & safety aspects of partnership working
- Supports and advises safety committees and JCP, and report to Leadership Team as necessary
- Are authorised to stop any work where there is a serious or imminent danger

Contact details, policy, guidance and other useful resources are available on the councils intranet: https://intranet.sandwell.gov.uk/info/20169/health_and_safety¹

3.12 Joint consultative panel (JCP)

The council has a legal duty to establish safety forums and consult employees on matters of health & safety. JCP will be the primary forum where the corporate health & safety policy is consulted upon.

The JCP, attended by the 'nominated' director, takes a strategic overview of health & safety issues affecting the council; it is also charged with ensuring best practice in health & safety across the council.

JCP reports to Leadership Team and is charged with ensuring health & safety arrangements are managed effectively.

To ensure that health & safety is considered at the very highest level, JCP chair has direct input into Leadership Team. If appropriate, issues such as new and revised procedures can also be considered by councillors/cabinet.

3.13 Trade Union Consultation Forum/Health & safety committees/JCC

As mentioned previously, the council has a legal duty to establish safety committees and consult employees on matters of health & safety. Due to the size and nature of the organisation, each directorate has established Health & Safety Committee(s) or Joint Consultative Committees (JCC), to ensure effective communication

To ensure appropriate influence, directorate safety committee/JCC should be chaired by each directorate's lead officer for health & safety (any other sub-committees should also be chaired by an appropriate level manager). The lead officer should be a member of the directorate management team and represent the directorate at JCP.

Note: health & safety committees/JCC are established as a means of local consultation it is not their role to decide policy, allocate or prioritise work. In this

¹ Schools resources can be found on the PPS website: [Health and Safety | Payroll People Solutions \(payroll-hr.co.uk\)](https://www.payroll-people.co.uk/)

respect, they should not detract from managers' primary duty to manage health & safety.

3.14 Safety representatives

The council and directorates have a duty to consult Safety Representatives on matters/changes to working practices that will affect the health & safety of our employees.

In addition, safety representatives have a number of important functions; they can:

- Investigate potential hazards and dangerous occurrences in the workplace
- Examine the causes of accidents
- Investigate employee complaints relating to health, safety or welfare
- Make representations on behalf of employees
- Carry out inspections of the workplace
- Represent employees if the council is inspected by the Health & Safety Executive (HSE)

Safety representatives will be appropriately trained and are encouraged/will be supported to act as safety champions in the workplace.

Further advice can be obtained from your Trade Union.

4 Organisation – Health & Safety Management System

This section of the policy explains the council's health & safety management system, which is aligned to HSE's guidance "Managing for health & safety" (HSG65) and follows the **Plan, Do, Check, Act** approach to management.

4.1 Policy development

We will keep our health & safety policy (including organisation/responsibilities, and arrangements) and health and safety management system (including procedures and guidance) under regular review to ensure they remain current and effective.

When developing our policy and other health & safety procedures and guidance, we will have due regard to equality issues; for instance, guidance on fire safety will include reference to PEEPs (personal emergency evacuation plans for disabled people), and risk assessment guidelines will ask managers to consider any additional issues raised by a person's requirements under the Equalities Act.

The corporate policy, procedures, guidance, and revisions to them will, where appropriate, be authorised by the chief executive or, appropriate director (for directorate specific documents). Documentation will be dated to help ensure effective document control and outdated documents will be removed from the HSU intranet pages/general circulation.

4.2 Cooperation, consultation and communication

We will consult with employees and appropriate trade unions representatives in the development and monitoring of our health & safety systems, policy, procedures and risk assessments.

Our policy, procedures and assessments will be made available to employees via the intranet. Employees will be made aware of any policy/procedure/assessment appropriate to their post by their line manager.

Additional guidance for Sandwell schools is available on the [PPS website](#).

4.3 Planning & prioritising

We will ensure that health & safety is embedded into all our activities and that effective health & safety management systems, including (where identified) health & safety plans are in place.

Planning will be carried out at regular intervals and will involve objective setting, identification of expected outcomes, allocation of resources and assignment of tasks.

We will ensure that suitable risk assessments and controls are in place to minimise risk and to prevent accidents and cases of work-related ill health.

4.4 Measuring health & safety performance

We will undertake a range of **active** and **reactive** monitoring of our health & safety performance.

Active monitoring – will include regular inspections of the workplace by managers to ensure our premises and systems of work are safe.

Reactive monitoring – will include regular reviews of our accident, near misses, aggression and other incident reports by senior management teams and our health & safety committees/JCP to ensure appropriate remedial action is taken to help prevent recurrence.

4.5 Auditing/inspecting health & safety performance

As part of our active monitoring, we will carry out regular health & safety inspections in accordance with our health & safety plans. In addition, regular audits of our health & safety management systems will also be carried out by the corporate health & safety team on a prioritised basis.

4.6 Reviewing health & safety performance

Our health & safety performance, including progress on our health & safety plans and objectives, active and reactive monitoring outcomes and any policy or procedure reviews will be evaluated by JCP and health & safety committees as appropriate.

5 Arrangements

The arrangements outlined below along with our policy, safety management procedures (SMPs), and safety management guidance (SMG), published by the corporate health & safety unit all constitute part of the council's safety management system. Directors/head teachers must ensure that management systems are put in place across their directorate/school to implement this system and ensure it is followed by all employees.

These arrangements cover most general issues applicable across the council. Each Directorate should publish supplementary arrangements/procedures to help manage any local risks not covered by corporate procedures/guidance and must ensure appropriate risk assessments are in place.

In some instances, corporate arrangements may need to be adapted to suit local needs or to comply with specific external requirements (e.g. CQC, OFSTED); however, this should only be with the agreement of the corporate health & safety unit, directorate management teams/service/operational managers, as appropriate, and should not lead to a reduction in the overall corporate standards of health & safety protection.

5.1 Accidents and aggressive/violent incidents

- All employees are made aware of the need to report all accidents and aggressive/violent incidents as part of their induction.
- Any incident subject to RIDDOR² (i.e. fatality, 'specified' injury, over-seven-day injury, hospitalised member of the public and specified occupational diseases/dangerous occurrences) will be reported to the Health & Safety Executive (HSE) without delay.
- Other, non-RIDDOR, incidents will also be recorded locally.
- Following any accident (excluding "rough and tumble" incidents in schools), aggressive incident or near-miss, an Accident and Incident Report Form will be completed, and a copy sent to the health & safety team for monitoring purposes.
- All incidents will receive an appropriate level of investigation by line managers in accordance with our accident reporting and investigation procedures.
- The level of investigation and support input will be in accordance with our "Incident Investigation Responsibilities" matrix, found in the safety management procedure.
- Accident and aggressive incidents will be monitored and reported to Leadership Team and health & safety committees in order to identify issues/trends and put in place measures to reduce the number of incidents.
- Additional advice and guidance regarding what is reportable under RIDDOR, along with support in investigating serious incidents is available from the corporate health & safety team if required.

² The Reporting of Injuries, Disease and Dangerous Occurrences Regulations 2013

5.2 Asbestos management (for premises built before 2000)

- For all our buildings built before 2000, an asbestos survey has been carried out by a competent, asbestos surveyor and an asbestos register is in place showing the location of known asbestos containing materials (ACMs). Any areas of our buildings that were not surveyed are presumed to contain ACMs and managed accordingly.
- The surveys/registers are reviewed regularly to ensure that it has been kept up to date (e.g. when ACMs have been removed).
- Risk assessments have been carried out and asbestos management plans have been produced. ACMs in poor condition will be removed; those in good repair will be left in place and monitored for damage/deterioration by suitably trained employees. All monitoring is recorded.
- Any removal of, or work on, ACMs is carried out by licensed asbestos removal contractors. When ACMs are removed, our asbestos registers are updated, and evidence of air testing is kept showing that the area was safe for reoccupation.
- Premise managers and/or Facilities Management/facilities staff manage any ACMs on the premises they occupy or have responsibility for; these employees will have asbestos awareness training. Other employees who deal with ACMs or who may accidentally come into contact with them will also receive information / training as appropriate.
- Before contractors are allowed to work on our buildings, they are made aware of any ACMs they could potentially disturb and the precautions they should follow. All liaison/sharing of information is via premise managers/Facilities Management/facilities staff, as appropriate.
- A refurbishment/demolition survey will be carried out prior to any major work, e.g. extensive refurbishment or demolition, to identify any hidden or inaccessible ACMs.
- If ACMs are accidentally damaged, we will: evacuate the area immediately; arrange for an air test to determine the level of asbestos contamination; ensure a licensed contractor carries out a thorough environmental clean of the area and removes or seals the damaged ACMs as appropriate; and, arrange for further air tests after cleaning to prove the area is safe for reoccupation.

5.3 Control of contractors/Construction Design and Management (CDM)

- We will ensure that any work done on our behalf by contractors is safe and does not put the health & safety of our employee's or others using our premises at risk. We will also ensure that we inform contractors of any issues on site that might affect their health & safety.
- Where work is commissioned via Facilities Management, they will undertake health & safety checks on the contractors and monitor their performance, including supervision arrangements, on site.
- Where work is commissioned via other routes we will ensure that appropriate health & safety checks on the contractors take place. This includes checks on

policies, method statements and monitoring of health and safety performance, including supervision arrangements, on site.

- We will ensure that we notify HSE of any planned construction work that will last longer than 30 working days and involve more than 20 workers at any one time; or where the work exceeds 500 individual worker days.
- Before contractors are allowed to start on site, they must submit risk assessments and method statements for all works they will carry out. We will carry out our own risk assessment based on the information provided.
- A Contractor Work Registration Form describing the work; materials, equipment and services to be used; hazardous operations involved; hazards on site; and general arrangements will be completed for all works carried out by contractors.
- High risk activities (e.g. hot work, work at heights) will be subject to a permit to work procedure.
- Contractors will be shown the Asbestos Register, if appropriate.
- Contractors must ensure that they share all relevant information with any sub-contractors they use.
- Regular site meetings will be held for larger projects.

5.4 Control of substances hazardous to health (CoSHH)

- Where it is appropriate for the protection of the health of employees who are, or are liable to be, exposed to a substance hazardous to health, we shall ensure that such employees are given suitable health surveillance.
- Wherever possible, we will use non-hazardous products and substances.
- All hazardous substances used will have a CoSHH assessment undertaken before they are brought into use.
- Managers should ensure that an audit is carried out and an inventory kept ensuring that all hazardous substances used in their section/area have appropriate assessments that are reviewed regularly.
- All hazardous substances will be stored appropriately and securely when not in use.
- Employee's will be informed how to use any hazardous products safely and will receive training if appropriate.
- Appropriate personal protective equipment (PPE) will be provided and if the assessment indicates PPE is required, employee must use it.

5.5 Display screen equipment (DSE)

- A DSE assessment will be completed for all employees identified as "users" who use DSE (such as desktop computers and laptops).
- 'Users' are entitled to assistance with eye and eyesight tests and with the purchase of any spectacles required for use with DSE.
- Any problems highlighted by the assessments or eyesight tests should be brought to the attention of the user's line manager so that suitable control measures can be put in place.

5.6 Driver & Vehicle safety

- We will develop and implement a driver & vehicle safety procedure
- Any vehicles provided by the council as part of our fleet will be regularly serviced, inspected and maintained
- Identified drivers of council vehicles will be assessed to ensure they are competent
- Checks on driver's licences (e.g. ensuring correct categories are held) will be carried out at regular intervals.
- We will carry out risk assessments of vehicle movements on our sites and the vehicle/pedestrian interface. Assessments will also cover maintenance activities where vehicles may need to access vehicle restricted areas. Other areas we will consider include:
 - Wherever practicable, there will be separate pedestrian and vehicle access on to sites.
 - If appropriate, designated pathways will be provided with suitable barriers (e.g. fencing) to protect pedestrians from vehicle movements.
 - Speed limit signs, limiting speed to 10mph or less, will be displayed on our sites. Speed restrictors (e.g. sleeping policemen/humps) will be installed, as appropriate, to slow down vehicles on site.
 - Designated parking bays will be established on sites.

5.7 Electricity & Gas

- We will ensure that electrical and gas installations and equipment are safe to use and are suitable for the purpose and conditions in which they are used.
- Electrical and gas installations will be maintained in a safe condition for use so that people's health and safety is not put at risk,
- Electrical and gas installations will be regularly inspected to ensure that they are, and continue to be, safe for use.

5.8 Fire & other emergency evacuation procedures

- We will ensure that a fire risk assessment is carried out by a competent person for all premises we own and/or occupy
- The assessments will be formally reviewed by a competent person at regular intervals determined by a risk assessment. In some premises, e.g. schools, annual reviews will also be carried out by the premises occupier
- Any actions identified by the fire risk assessment will be addressed by an appropriate Action Plan
- Personal emergency evacuation plans (PEEPs) will be carried out for any employee or other person (e.g. pupil, customer) requiring one due to disability or ill health
- Firefighting equipment, fire alarms systems, emergency lighting and fire notices will be provided in accordance with the fire risk assessments

- All checks identified by fire risk assessments will be recorded in Fire Log Books. In particular, there will be weekly tests of fire alarm systems and all firefighting equipment will be checked annually by a competent person
- Fire Evacuation Plans will be produced, and appropriate employee's will be appointed and suitably briefed to act as fire wardens if required
- Where appropriate, suitable signs will be prominently displayed around our premises giving details of fire wardens
- Fire safety drills will take place at least twice per year or termly in schools.
- All employee's will be made aware of fire safety issues, and new employee's will be briefed when they join the council
- Pupils/customers will be briefed on evacuation procedures as appropriate
- Contractors will be given information on what to do in case of fire and employee's will assist visitors to exit our premises should an emergency arise

5.9 First aid

- We will complete needs assessments to determine our first aid requirements (training and equipment). Assessments will be reviewed regularly and following any serious incident.
- First aid provision will consider pupils, customers and service users who use our premises/facilities. In primary schools/early years settings, first aid will include an appropriate number of paediatric first aiders.
- First aiders will be appropriately trained, and first aid boxes will be kept appropriately stocked.
- Appropriate signs will be prominently displayed around our premises giving details of first aiders and the location of first aid boxes.
- All employees will make themselves familiar with details of their nearest first aider(s) and the location of first aid boxes. They must also be aware of emergency procedures and the requirement to report all incidents.
- Where appropriate, local medication policies/arrangements will be produced to support pupils/customers, as required.

5.10 Infection Control

- We will ensure that all our workplaces are operated/maintained in a safe manner to minimise the risk of transmitting infections and will ensure our employees are made aware of measures they must take to keep themselves and others safe.
- If there are instances where there is a pandemic / endemic outbreak of a pathogen, we will follow all Public Health England (PHE) / Government advice and guidance.

5.11 Legionella (water safety)

- Where required, Legionella risk assessments will be carried out by competent, suitably qualified contractors for all premises we occupy. Assessments will be reviewed regularly.

- Any remedial work identified by the risk assessments will be addressed as appropriate.

Written schemes identifying the required controls to manage the risk from Legionella will be produced that include the following controls (detail of who undertakes the work to be confirmed locally):

- Weekly flushing of little used outlets.
- Monthly water temperature checks.
- Quarterly de-scaling of shower heads.
- Annual water sampling (or more frequent if required by risk assessment).
- Annual service of any thermostatic mixer valves (TMVs) fitted to control scald risk.
- Appropriate employee will receive awareness training.

5.12 Manual handling

- Wherever reasonably practicable, we will avoid the need for hazardous manual handling activities.
- Where hazardous manual handling tasks can't be avoided, we will undertake an assessment of the risk of injury.
- Controls will be put in place to reduce the risk of injury so far as is reasonably practicable.
- Handling equipment, such as hoists, trolleys and pallet/sack trucks, will be made available.
- All appropriate employees will receive manual handling awareness training.
- Employee who are required to undertake hazardous manual handling tasks will receive specialist training.
- Employee involved in moving and handling of pupils/customers/service users, etc., will receive specialist training.

5.13 Noise and Vibration

- Where possible we will procure equipment that is below the action levels for vibration and noise.
- Equipment will be maintained and serviced at regular intervals.
- Constantly review our equipment to identify if safer options are available.
- Identified employees will be offered a pre-health check, followed by regular health surveillance appointments.
- Where identified appropriate training and PPE will be provided.

5.14 Occupational health and work-related stress

- Where required/identified, we will provide pre-employment health checks.
- Employees can be referred to occupational health to help put in place adjustments to support them at work or to help them back to work following periods of absence.

- Support to employees includes support following sudden injury at work and also following long-term exposure to hazards/working conditions (e.g. upper limb disorders or stress).
- Managers will cooperate with occupational health initiatives to help monitor and reduce the incidence of occupational ill-health, and initiatives to help employee back to work following periods of absence (e.g. through access to the corporate Health & Wellbeing approach).
- We will adopt the HSE management standards for any identified work-related stress issues.
- All employees have access to the council's Employment Assistance Counselling service and occupational health advisers who can provide guidance and information to employees and managers on occupational health issues.

5.15 Premises, plant and equipment – maintenance, servicing and inspection

- We will appoint (Headteacher in schools) and train a Premise Manager & deputy Premise Manager in each of our buildings to be responsible for/coordinate Premise related issues including the completion of a Premise risk assessment
- We will ensure that there is safe access and egress to all our sites
- Heating, lighting, ventilation, etc will be maintained by competent persons to ensure the working environment is comfortable so far as is reasonably practicable
- All our plant and equipment is inspected and tested in accordance with statutory requirements and/or manufacturer's recommendations as appropriate.
- Other plant and equipment will be inspected and maintained in accordance with our risk assessments.
- Only competent persons/contractors (e.g. Gas Safe Registered for gas appliances) will be employed to carry out inspections/servicing of our plant and equipment.
- All inspections/tests are recorded, and inspection certificates/evidence of inspections retained.
- Each directorate will establish formal defect reporting procedures for employees to report defects with premises, plant or equipment and must ensure that systems are in place to rectify faults promptly.

5.16 Risk assessment (RA)

- Risk assessments will be carried out and recorded on the approved corporate pro-forma to identify significant hazards in the workplace, evaluate the risks arising from those hazards and ensure that adequate precautions are in place to minimise the risk.
- Line managers will ensure that building, job/team and task specific risk assessments are in place for existing work and will also ensure that assessments are carried out before introducing new methods of work. Employee's will be made aware of any assessments that affect them.

- When undertaking risk assessments, line managers will look at any specific risks to young persons (under 18s at work or on work experience), and/or new and expectant mothers, and ensure they are adequately controlled.
- Assessments will be reviewed regularly, especially following changes in methods of work; before introducing new equipment; and following any near misses, accidents or other serious incidents.

In addition;

- Where deemed necessary, the RA will be supplemented by method statements / safe systems of work.
- In extremely high-risk situations, or where required by specific Regulations/good practice, we will operate a permit to work (PTW) system.

5.17 SMART Working & Home Working

- We will ensure that all employees are enabled to work in a safe & secure environment, wherever that may be.
- We will provide suitable equipment for the environment that employees are working.
- Managers will ensure suitable & sufficient assessments are made prior to authorising their employees to begin SMART/Home working.
- Regular contact and support will be given to all employees who are working in a SMART way, to ensure their wellbeing.

5.18 Training

- We will ensure that all employee's, including temporary and agency staff, are competent and are given appropriate health & safety training/instruction to undertake their role safely and carry out duties assigned to them. This will be based upon corporate and localised training needs analysis (TNA).
- All employee will receive appropriate health & safety information when they first start work for the council.
- Key employees will receive appropriate training to help them manage health & safety and topic specific training e.g. accident investigation, asbestos management, COSHH, risk assessment, etc. Other training will be determined by regular training needs assessments.

5.19 Violence and aggression/[lone working](#)

- We will ensure that risk assessments and suitable controls are in place to cover lone working or any circumstances where employee's may be subject to aggressive incidents.
- A copy of our "violence notice" will be prominently displayed in the entrances/receptions to our buildings stating that we will not tolerate violence and aggression towards our employees.
- New employees will be made aware of any relevant lone working arrangements when they join the council.

- Appropriate front line employees and managers will receive personal safety and lone working training.
- Where appropriate, employee's will receive physical intervention training (e.g. "MAPA" in schools and children's residential services.)
- All incidents of aggression and violence to employees will be reported (see Accidents and aggressive/violent incidents, above) and investigated by managers so that suitable controls can be put in place to minimise the risk of recurrence. If appropriate, incidents will be reported to the police.

5.20 Work at heights

- We will plan our works to avoid (e.g. by using technology such as drones³, reach poles, etc) the need to work at height wherever possible
- Where we cannot avoid, then an assessment will be carried out for any work at heights. Appropriate access and where appropriate, fall arrest equipment will be provided and properly maintained. Where appropriate, employee's will be trained in safe work at height and safe use of access equipment.

³ Contact must be made with the council's risk and insurance team before using drones

Report to Cabinet

3 November 2021

Subject:	Household Support Fund
Cabinet Member:	Councillor Maria Crompton – Cabinet member for Finance and Resources
Director:	Simone Hines – Director of Finance
Key Decision:	Yes Significant in terms of its effect on communities living or working in an area comprising two or more wards of the Borough.
Contact Officer:	Ian Dunn – Service Manager Revenues and Benefits ian_dunn@sandwell.gov.uk

1 Recommendations

That approval be given to:

- 1.1 Use the Household Support Fund to provide financial support to those Sandwell residents who are most in need this winter.
- 1.2 To provide support to families who receive free school meals with food vouchers during the school holidays in October, December 2021, February and April 2022 at a cost of £1.67 million, providing additional support for around 18,700 households.
- 1.3 To provide £123,000 to food banks to purchase food and other essential items and to include the setting up of 3 new food pantries.
- 1.4 The criteria to be considered for a Household Support Fund payment award as detailed in 2.7 of this report and approve the Household Support Fund Policy 2021-22 attached at Appendix A.



2 Reasons for Recommendations

- 2.1 The Government has made available £500m to councils to support those most in need this winter during the final stages of economic recovery. This has been made available to councils earlier in October
- 2.2 Sandwell have been allocated funding of £3,471,442, for the period 6th October 2021 to 31st March 2022.
- 2.3 Government guidance states it will be up to each council as to how it administers the funding, although at the time of writing the report the guidance is only draft and we are awaiting the final version from government.
- 2.4 At least 50% of the total funding must be spent on families with children, and for Sandwell this is £1.7m.
- 2.5 In terms of type of support, the expectation is that the HSF should primarily be used to support the most vulnerable households in need with:
- Providing food
 - Paying utility bills (energy and water)
 - Other wider reaching household costs deemed essential, i.e. paying for broadband, mobile phone costs, boiler repairs etc.
 - Supporting housing costs where the existing housing support schemes do not meet this exceptional need
- 2.6 Funding will be provided to support families who receive free school meals with food vouchers during the school holidays in October, December 2021, February and April 2022. This will cost £1.67m and will provide additional support for around 18,700 households.
- 2.7 As this is a cash limited fund the eligibility criteria for a Household Support Fund payment would include an individual who is:
- working age
 - liable for Council Tax and or Rent in Sandwell
 - receiving Universal Credit, Working Tax Credit, income-based Employment & Support Allowance, income-based Jobseeker's Allowance, Income Support, Housing Benefit, Council Tax reduction



- suffering financial hardship
- not have savings over £3k

2.8 The Household Support Fund will be administered by Revenues and Benefits. We know from our Council Tax Reduction records that there are around 21,000 households which receive financial help towards their Council Tax as they are on low incomes. We will write to these households to invite them to make an application.

2.9 We will also use social media, welfare rights, stakeholders etc. to promote the Household Support Fund so that they can encourage the people most in need that they meet to apply for financial support.

2.10 The application form will be available on line and for anyone who needs support to complete a form this will be available by Revenues and Benefits staff and Welfare Rights.

2.11 There will be an initial application window from the 5th November to the 3rd December 2021 and the scheme will allow an individual to obtain 1 award in each window. This 1 award could be a combination of the support available as detailed in 2.5.

2.12 Two further application windows will be available if funding allows and a household can receive a maximum of 3 awards during the period to 31st March 2022.

3 How does this deliver objectives of the Corporate Plan?

	<p><i>A Strong and Inclusive Economy</i></p>
	<p>The use of the Household Support fund outlined in this report will allow us to continue to support those most in need this winter.</p>



4 Context and Key Issues

- 4.1 Given the timeframe involved there has been little stakeholder engagement on the use of the Household Support fund. However, the approach outlined in this report ensures support is targeted to our lowest income households
- 4.2 The fund will be administered by the Revenues and Benefits Service and any costs incurred can be claimed from the £3.4m. The service will reallocate resources to focus on application forms so that administrative costs are minimised.
- 4.3 All applications will be processed in accordance with GDPR regulations.
- 4.4 Due to the timing of the government announcement, this decision was not included in the Forward Plan and also is exempt from call-in on the grounds of urgency. The Chair of the Budget and Corporate Management Scrutiny Board has given consent to this report being included on the agenda.

5 Alternative Options

- 5.1 The Government guidance does state the Household Support Fund may be awarded to households not currently in receipt of DWP welfare benefits.
- 5.2 This approach could be considered in future application windows after the initial window from the 5th November to the 3rd December 2021

6 Implications

Resources:	The grants will be paid by Revenues and Benefits staff. These is no impact on any council managed property or land.
Legal and Governance:	Government guidance outlines appropriate use of this funding. This has been detailed in the report.
Risk:	Risk assessments will be undertaken and updated throughout the scheme with an emphasis on



	managing the risk of fraud. Pre and post payment checks will also be carried out.
Equality:	An equality impact assessment is not required for the proposals in this report.
Health and Wellbeing:	The assistance we provide by way of payments will help our citizens to better manage financially and will in turn aid their personal well-being.
Social Value	See above under 'Health and Wellbeing'.

7. Appendices

Household Support Fund Policy 2021/2022

8. Background Papers

None



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Sandwell Metropolitan Borough Council
Household Support Fund Policy

2021/22



1. INTRODUCTION

The Government announced in early October 2021 the introduction of the Household Support Fund to support those in most need during the winter.

The funding covers the period 6th October 2021 to 31 March 2022 and can be used to provide support with the cost of food, utility bills (energy and water), other wider household costs deemed essential i.e. paying for broadband, mobile phone costs, boiler repairs etc. and supporting housing costs where the existing housing support schemes do not meet this exceptional need.

Support should be targeted to support the most vulnerable households

Sandwell will receive £3,471,442.28 funding from the Department for Work and Pensions. This funding allocation includes any reasonable costs associated with administering the scheme.

At least 50% of the funding must be spent on families with children and the other 50% on other households.

To support families who receive free school meals £1.67m will be used to provide food vouchers during the school holidays in October, December 2021, February and April 2022. This will provide additional support for around 18,700 households.

Funding for the Hardship Support Fund is limited to the amount provided by the DWP. Once funds have been exhausted no further awards can be made.

This policy sets out Sandwell's application of the scheme.

2. ELIGIBILITY CRITERIA

The Hardship Support Fund is intended to support households during the winter who are most in need.

To be considered for support under this scheme residents must be:

- working age
- liable for Council Tax and or Rent in Sandwell

- receiving Universal Credit, Working Tax Credit, income-based Employment & Support Allowance, income-based Jobseeker's Allowance, Income Support, Housing Benefit, Council Tax reduction
- suffering financial hardship
- not have savings over £3k

If funding does allow we can consider Housing Support Fund payments for households not currently in receipt of DWP welfare benefits. This approach could be considered in application windows after the initial window from November to December.

3. APPLICATION PROCESS

Requests for assistance through this scheme can be made by either:

- The applicant completing an online request form or making a request over the telephone
- A third party organisation (including schools) referring a household to the council for support

In all cases the council will verify the identity and/or the residency of the applicant.

In all cases the applicant will be contacted to establish eligibility.

The scheme will allow an individual to obtain 1 award in each of the application windows up to a maximum of 3 during the period to 31 March 2022, if funding allows. The first application window will be from 10 November to 9 December

4. DECISION MAKING

The application process will gather all the information required to determine eligibility, type of support required and amount to be paid/goods to be provided.

In all cases where a referral is made the council will carry out checks to confirm the identity and/or the residency of the applicant.

Applications will be refused if the identity and/or residency of the applicant cannot be established.

Revenues and Benefits will consider each application and where successful determine the type and amount of support to be provided.

In all cases, applicants will be notified of the decision in writing

5. AMOUNT PAYABLE

Food Items

Where a household needs assistance with food the following amounts to cover a week’s provision will be awarded:

Household Composition	Amount Payable
Single Adult	£25.00
Couple	£40.00
Addition for each child in household	£15.00*

**Where a household receives free school meals and has been provided with vouchers for food during school holiday periods, they may not be entitled to the child allowance shown.*

Non-Food Items

Household Composition	Amount Payable
Single Adult	£5.00
Couple	£10.00
Addition for each child in the household	£5.00

Utility Items (Fuel and water bills)

Where a household needs assistance with fuel the following amounts to cover a week’s provision will be awarded:

- Electricity £15.00
- Dual Fuel £25.00
- The amount provided for assistance with water costs will be determined on a case by case basis

Material Items (Clothing/Items for Warmth)

Household Composition	Amount Payable
Single Adult	£20.00
Couple	£40.00
Addition for each child in household	£10.00

Other wider Household Related Items

Where it is determined that a household needs help towards other household costs/items, the decision maker will determine the best way to fulfil the needs of the applicant.

6. PAYMENT METHODS

Supermarket vouchers will be provided for food and/or other household items which can be bought at a supermarket (such as toiletries, household cleaning, clothes items).

BAC's payments will be provided for any other items.

Where a BAC's payment cannot be made Paypoint payment will be used

7. APPEALS/DISPUTES

If an applicant is not happy with the decision made by the council, they can request a review of the decision stating why they think the decision is not correct. This review can be made immediately after the decision is delivered and must be made within 7 days of the decision.

The application will be reviewed within 7 working days of the request.

Reviews will be carried out by a line manager and, in the absence of a line manager then the team manager will review.

The review decision is final.

8. COMPLAINTS

Dissatisfaction with a decision is not a matter for the complaints procedure and applicants must be advised of their right to a review of the decision in line with the review procedure and how to make a request.

Complaints about administration or review process will be dealt with through the Council’s complaints procedure. This includes where the applicant feels the process leading to the decision was flawed or that there was poor communication or a delay. Complaints purely about the decision should be dealt with via a review.

9. OVERPAYMENT AND FRAUD

The council will seek to recover grants found to be overpaid.

The council is committed to identifying and subsequently investigating suspected fraudulent claims made under this scheme. Applicants who falsely declare their circumstances will have committed a criminal offence, which may lead to criminal proceedings being instigated.

10. MONITORING AND REVIEW

The amount spent will be monitored on a weekly basis to ensure the cost of this scheme does not exceed the amount of funding available.

Management Information will be provided to the DWP monthly in accordance with their requirements.

Report to Cabinet

3 November 2021

Subject:	Action Taken on a Matter of Urgency – Provision of Free School Meals – October 2021 half term holiday
Cabinet Member:	Leader of the Council Councillor Rajbir Singh
Director:	Acting Operational Director of Children and Education – Melanie Barnett Director of Finance – Simone Hines
Key Decision:	Yes
Contact Officer:	School Place Planning and Capital Manager Martyn Roberts martyn_roberts@sandwell.gov.uk

1 Recommendation

- 1.1 That details of the urgent action taken by the Leader of the Council, in relation to giving approval to Acting Operational Director of Children and Education to allocate £90,000 of the Extended Local Support Grant and £180,000 from the Emergency Covid Funding to provide food vouchers to families with children who are eligible for a free school meal for the October 2021 school half term period, be received.

2 Reasons for Recommendation

- 2.1 The matter was urgent and could not be delayed until the next Cabinet meeting as otherwise the opportunity to fund meal vouchers for the October half term week would have been missed.
- 2.2 Under Part 4 of the Council's Constitution, the Scrutiny Procedure Rules provide that matters may not be called in for scrutiny when they are considered urgent. A matter is considered urgent where a delay would prejudice the Council's or the public interest.



- 2.3 The Rules also stipulate that decisions taken in this manner must be reported to the next available meeting of the Cabinet and Council, together with the reasons for the urgency.
- 2.4 This report indicates an action taken as a matter of urgency by the Leader of the Council since the last meeting of the Council.
- 2.5 The action taken was in accordance with the scope of authority of the Leader of the Council.

3 How does this deliver objectives of the Corporate Plan?

	<p>The Best Start in Life for Children and Young People</p> <p>Vouchers purchased will continue to support the most vulnerable families in our community as restrictions related to the Covid-19 pandemic continue to impact on income levels requiring welfare support.</p>
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4 Context and Key Issues

- 4.1 It was proposed to continue to support vulnerable families in receipt of Free School Meals with food vouchers for the upcoming school half term holiday.
- 4.2 The proposal was possible with the recent announcement by the Government that a new grant allocation, the Household Support Grant, in the sum of £3,471,442, would shortly be allocated to the Local Authority, 50% of which should be made available to support households with children.
- 4.3 Following the Free School Meals summer holiday scheme it was not expected that the council would be in a position to fund meal vouchers for future school holiday periods. The Household Support Grant was announced on 30 September 2021; however, no funding had been released yet to enable for an item to had been included on the Forward Plan for consideration at Cabinet on 20 October 2021.
- 4.4 As the total value of the vouchers was estimated to be in the region of £267,000, executive approval was required to allocate grant funding and approve spend above £250,000.



- 4.5 An urgent decision is requested to avoid losing the opportunity to fund meal vouchers for the October half term week.
- 4.6 Unfortunately there was insufficient time before the current school term closed on 22 October to allow sufficient time to allocate funds via BACs transfers to school accounts. Schools in turn require time to raise orders for the issue of vouchers to parents / carers.
- 4.7 For children on a school roll, Schools would receive a payment from the Council to purchase vouchers directly from Wonde, continuing with their existing procurement arrangements.
- 4.8 For children not on a school roll, vouchers would be purchased and issued to parents / carers using Black Hawk, a specialist company previously engaged by the Authority.
- 4.9 An urgent decision by the Leader of the Council was requested to proceed with allocation of the grant funding identified to purchase meal vouchers for children, either in receipt of Free School Meals, or not on a school roll but who would be eligible to receive Free School Meals.

5 Alternative Options

- 5.1 Do nothing was not a realistic option as to date the council's food voucher scheme has supported some of our most vulnerable families.
- 5.2 Use of alternative voucher suppliers:
Children on roll: schools have the option to use Wonde, who they have primarily used for previous schemes, or to approach alternative voucher providers.
Children not on roll: research undertaken prior to extending the original Black Hawk contract to issue food vouchers found that either, not all major food retailers based in our local communities were available through the voucher supplier, or that for those that were listed, limited food options were available to families.
- 5.3 Increased vouchers value: The current value is in line with the Free School Meal daily price per meal.
- 5.4 Development of a Council Voucher Scheme: the requirement is time limited, requiring extensive negotiations with major food retailers based in our communities. The cost benefit analysis of continuing with recent



providers, namely Wonde and Black Hawk with a tailor-made package far outweighs the work and cost required to negotiate a small package for the expected procurement value, and short contract period.

6 Implications

Resources:	Estimate of costs for pupils in school	£267,000
	Estimate of costs for children not on school roll	£3,000
	Total estimated costs	£270,000
	To be funded from:	
	Extended Local Support Grant	£90,000
	Household Support Grant*	£180,000
	Total funding	£270,000
	<p>* This funding is underwritten from Emergency Covid Funding should Household Support Grant not be received by the Council.</p> <p>Staffing: no direct impact. Existing staffing resources used for previous voucher allocations can be redeployed within the Education Support Services service area.</p>	
Legal and Governance:	<p>The Council's agreed Constitution provides that the Leader of the Council can take an individual decision using urgency provisions, and the Chair of the relevant Scrutiny Board is also advised.</p> <p>A copy of this report has been forwarded to the Chair of the Children's Services and Education Scrutiny Board.</p> <p>Purchase and distribution of food vouchers will be arranged in accordance with the council's Procurement and Contract Procedure Rules 2018-2019.</p>	
Risk:	<p>Implications: Children and young people are at risk of not receiving a free school meal during the school holiday period.</p>	



	Mitigation: Schools will arrange distribution of vouchers to pupils in receipt of FSM, and the council's scheme will replicate provision for Electively Home Educated and Children Missing Education.
Equality:	Implications: Without the scheme an inequality will exist between those children on school rolls receiving FSM vouchers, and those not attending school.
Health and Wellbeing:	Implications: The Council scheme is to ensure that children eligible to receive a voucher are afforded access to a minimum of a meal a day.
Social Value	Implications: Children not on a school roll will receive equitable support to those attending school. Vouchers are only redeemable at local major food retailers ensuring investment in the local economy.

7. Appendices

None

8. Background Papers

None



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