

**Committee** PROSIECT GWYRDD JOINT COMMITTEE

**Meeting Number:** 01/22

**Date and Time** TUESDAY, 21 JUNE 2022, 11.00 AM

**Venue** REMOTE MEETING

**Membership**  
**Councillors Wild and Weaver (Cardiff)**  
**Councillors Pritchard and Morgan (Caerphilly)**  
**Councillors Garrick and Maby (Monmouthshire)**  
**Councillors Forsey and Lacey (Newport)**  
**Councillors Wilson and Sivagnanam (Vale of Glamorgan)**

## **AGENDA**

<b>No</b>	<b>Item</b>
1	<b>Appointment of Chair (NB under Joint Working Agreement 2 (JWA2), chair is from Host Authority - Joint Committee to confirm appointment)</b>
2	<b>Apologies for Absence</b>  To receive apologies for absence.
3	<b>Declarations of Interest</b>  To be made at the start of the agenda item in question, in accordance with the Members' Code of Conduct.
4	<b>Membership of Joint Committee - to note the 2 elected members representatives from each Authority.</b>
5	<b>To adopt updated Joint Committee Procedure Rules. (Pages 3 - 16)</b>
6	<b>Terms of Reference - to note the terms of reference as set out in Schedule 2 of the JWA2 (Pages 17 - 18)</b>
7	<b>Minutes (Pages 19 - 22)</b>  To Consider the Minutes of Joint Committee Held on 2nd December 2021.

No	Item
8	Matters Arising
9	JC Update Report and Briefing (Pages 23 - 28)
10	Unaudited Annual Financial Return for Year Ended 31 March 2022 (Pages 29 - 38)
11	Date of next meeting - TBC

Partnership of Councils



Supporting partner



Llywodraeth Cynulliad Cymru  
Welsh Assembly Government

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# **Prosiect Gwyrdd**

**A residual waste treatment contract**

**Joint Committee Procedure Rules \***

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*\*See Footnote overleaf*

*\*Footnote to Joint Committee Procedure Rules*

- 1. The Joint Committee has previously determined that the Committee Meeting Procedure Rules of Cardiff Council (as of 2009) be adopted by the Joint Committee to the extent that they are applicable to meetings of the Joint Committee, for the purpose of facilitating the efficient conduct of the same. The attached rules have been updated and are based on Committee Meeting Procedure rules of Cardiff Council as at 5<sup>th</sup> May 2022.*
- 2. To the extent that the Joint Working Agreement of December 2013 (JWA2) specifically addresses any matter relating to the procedure of the Joint Committee, or the provisions of the JWA2 are inconsistent with the Committee Meeting Procedure Rules of Cardiff Council, then the JWA2 shall prevail.*
- 3. All references to 'Committee' or 'Committees' in the Committee Meeting Procedure Rules of Cardiff Council shall be read as referring to the Project Gwrydd Joint Committee, and all references to Cardiff shall be read as referring to the Councils (or as the context permits any one or more of the Councils) forming the Project Gwrydd Partnership. Any reference to the Senior Responsible Officer or SRO shall be read as referring to those that are carrying out activities on the SRO's behalf.*

# **COMMITTEE MEETING PROCEDURE RULES**

## **ESTABLISHMENT OF COMMITTEES & ALLOCATION OF SEATS**

### **1.1 Establishment**

1.1.1. Prosiect Gwyrdd is a partnership of five local authorities in South East Wales comprising Caerphilly County Borough Council ("Caerphilly CBC"), the County Council of the City and County of Cardiff ("Cardiff Council"), Monmouthshire County Council ("Monmouthshire CC"), Newport City Council ("Newport CC") and the Vale of Glamorgan Council (the "Vale of Glamorgan") (together the "Partnership").

1.1.2. The Partnership is working collaboratively at both Elected Member and Officer Levels, in respect of a residual waste treatment contract ('the Project')

1.1.3 The Partnership has entered into a Joint Working Agreement ("JWA2") to formalise their respective roles and responsibilities in relation to the joint working arrangements for the Project, which make provision, inter alia, for a Joint Committee

1.1.4 The Joint Committee's terms of reference and provisions governing the committee are set out in the JWA2, (relevant extracts of the JWA1 are annexed to these rules. In particular, see Clause 7 and schedule 2 of the JWA2) .In the event of any conflict between the provisions of these rules and the JWA2 then the JWA2 shall prevail. To the extent applicable the definitions set out in the JWA2 shall apply to these rules

### **Allocation of seats**

1.1.5 Each Council shall appoint two elected members representatives to the Joint Committee.

1.1.6 Each Council shall be entitled from time to time to appoint a deputy for each of its representatives but such deputy (in each case) shall only be entitled to attend meetings of the Joint Committee in the absence of his or her corresponding principal.

1.1.7 Each Council may, at their discretion, replace their representatives (and their respective deputies) appointed to the Joint Committee, provided that:-

- at all times, they have representatives appointed to the Joint Committee in accordance with the roles identified in clause 7.

## **1.2 Chair and Deputy Chair**

The Chairperson of the Joint Committee shall be an elected member of the Lead Council (Cardiff Council) appointed by the Joint Committee from time to time.

## **1.3 Period of office**

The period of office for members of the committee will be a matter for each appointing Council and will be subject to the provisions of the JWA2. Should one or more Councils withdraw from the Project or if the JWA2 is terminated in respect of one or more Councils then the provisions of the JWA2 shall apply in respect of the period of office and or election of the Chair and Deputy chair.

## **2. ORDINARY MEETINGS**

2.1 Ordinary meetings of the Joint Committee will take place as and when required in accordance with the timetable for the Project and, in any event, at appropriate times and on reasonable notice (to be issued through the Senior Responsible Officer (SRO) or on the SRO's behalf) to carry out the Joint Committee Matters referred to in Clause 7 and Schedule 2 of the JWA 2.

2.2 Ordinary meetings of the Committee will (as may be appropriate):-

- (a) elect a person to preside if the chair and deputy chair are not present;
- (b) approve the minutes of the last meeting;
- (c) receive any petitions and where these Procedure Rules allow hear the address on behalf of any petitioners and any response;
- (d) receive any announcements from the chair;
- (e) deal with any business from the last meeting of the committee;
- (f) receive advice reports from officers of the Project Board.
- (g) to put questions to the chair or relevant officers of the Project Board where appropriate on items of business before the committee and to receive responses;
- (h) consider requests from members of the committee for items of business to be considered;
- (i) consider any other business specified in the agenda of the meeting;
- (j) Consider any representations which a section 151 Officer or Monitoring Officer (or his or her nominated deputy) from any of the Councils forming Project Gwyrdd wish to make to the Committee, and
- (k) such other matter or matters which the chair has certified as being urgent.

## **3. EXTRAORDINARY MEETINGS**

### **3.1 CALLING EXTRAORDINARY MEETINGS**

(a) Those listed below may request the SRO to call a meeting of the committee in addition to ordinary meetings:-

- (i) any one of Councils forming part of the Partnership.
- (ii) the chair of the committee; **Page 6**
- (iii) the Head of Paid Service of any Council forming part of the Partnership;

- (iv) the Monitoring Officer or S151 Officer of any Council forming part of the Partnership; and
- (v) one half of the membership of the committee if they have signed a requisition and presented it to the SRO.

(b) Any request presented in accordance with this Rule must be in writing, specify the business to be transacted at the meeting and be accompanied by a copy of any report for the meeting.

### **3.2 BUSINESS**

Any meeting called in addition to ordinary meetings pursuant to Rule 3.1 will:-

- (a) elect a person to preside if the chair and deputy chair are not present;
- (b) consider the item or items of business specified in the request; and
- (c) such other matter or matters which the Chairman has certified as being urgent.

## **4. TIME AND PLACE OF MEETINGS**

The time and place of meetings will be determined by the SRO and notified in the agenda.

## **5. NOTICE OF AND AGENDA TO MEETINGS**

The SRO will give notice to the public of the time and place of any meeting in accordance with the Access to Information Procedure Rules. At least three clear days before a meeting, the SRO will send a summons (notice of meeting) signed by him or her by post to every member of the committee or leave it at their usual place of residence or at a place nominated by the member. The agenda will give the date, time and place of each meeting, including details of how the meeting may be accessed remotely by persons who are not in the same physical place, and specify the business to be transacted, and will be accompanied by such reports as are available.

## **6. CHAIR OF MEETING**

### **6.1 CHAIR OF THE MEETING**

The chair of the committee will chair a meeting of the committee and in his or her absence the meeting will be chaired by the deputy chair of the committee (if

any). In the absence of the chair and the deputy chair of the committee, the committee will choose a chair to chair the committee. The person presiding at the meeting may exercise any power or duty of the chair.

## **6.2 CONDUCT OF THE MEETING BY THE CHAIR**

The chair shall conduct the meeting to secure a proper, full and effective debate of business items particularly where a decision is required. The steps the chair may take include:-

- (a) allowing more time for the speaker to properly explain the matter;
- (b) permitting a member to speak more than once;
- (c) allowing employees of the Council to advise the meeting as appropriate;
- (d) allowing a full discussion of reports and matters for decision.

## **7. QUORUM**

7.1 The quorum necessary for a Joint Committee meeting shall be an elected member or appropriate deputy appointed pursuant to Clause 7 of the JWA2 or appropriate proxy from all 5 of the Councils forming the Partnership.

7.2 If fewer than the quorum attend the meeting or if during any meeting the chair counts the number of members present and declares there is not a quorum present, then the meeting will be reconvened and the required quorum shall be at least 1 representative from at least 3 of the Councils forming the Partnership.

## **8. MOTIONS WHICH MAY BE CONSIDERED**

The following motions may be moved provided that they relate to an item of business on the agenda, concern a matter within the terms of reference of the committee and will not purport to exceed the powers delegated to the committee:-

- (a) to appoint a chair of the meeting;
- (b) in relation to the accuracy of the minutes;
- (c) to change the order of business in the agenda;
- (d) to refer something to an appropriate Council, Committee, body or individual for consideration or reconsideration;
- (e) to appoint a sub committee of the committee arising from an item on the agenda for the meeting subject to the constraints of the JWA2 and statutory constraints;
- (f) to receive reports and/or to adopt recommendations of committees or officers,;
- (g) to delegate powers to an officer of the Project Board or an officer of any of the Councils forming the Partnership or a sub-committee subject to the constraints of the JWA2 and statutory constraints;
- (h) not used
- (i) to propose a resolution which differs from that recommended in a report;



- (j) to proceed to the next business;
- (k) that the question be now put;
- (l) to adjourn a debate;
- (m) to adjourn a meeting;
- (n) to exclude the public and press in accordance with the Access to Information Procedure Rules; and
- (o) to not hear further a member named under Rule 15.3 or to exclude him or her from the meeting under Rule 15.4.

## **9 RULES OF DEBATE**

### **9.1 Content of speeches/debate**

Speeches, discussion and questions must be directed to the matter under discussion or to a personal explanation or point of order. The period allowed for any speech and the number of times a member may be allowed to speak will be determined by the chair subject to the obligation on him or her under Rule 9.2.

### **9.2 Point of order**

A member may raise a point of order at any time. The chair will hear them immediately. A point of order may only relate to an alleged breach of these Committee Meeting Procedure Rules or the law. The member must indicate the rule or law and the way in which he/she considers it has been broken. The ruling of the chair on the matter will be final.

### **9.3 Personal explanation**

A member may make a personal explanation at any time. A personal explanation may only relate to some material part of an earlier speech or comment by the member which may appear to have been misunderstood in the present debate. The ruling of the chair on the admissibility of a personal explanation will be final.

### **9.4 Declarations of interest**

A member may at any time declare a personal interest under the Code of Conduct and when a member stands to make a declaration he/she shall be heard immediately and shall be allowed to make the declaration without interruption.

## **10. PREVIOUS DECISIONS AND MOTIONS**

### **10.1 Motion to rescind a previous decision**

A motion or amendment to rescind a decision made at a meeting of the committee within the past six months cannot be moved unless a motion approving the rescission has been passed at a meeting of the full Council of each Council forming the Partnership.

## **10.2 Motion similar to one previously rejected**

A motion or amendment in similar terms to one that has been rejected at a meeting of the committee in the past six months cannot be moved unless a motion approving the rescission has been passed at a meeting of the full Council of each Council forming the Partnership.

## **11. VOTING**

### **11.1 Majority**

At meetings of the Joint Committee each elected member or appropriate deputy appointed pursuant to Clause 7 of the JWA2 or appropriate proxy from each Council shall have one vote. Decisions at meetings of the Joint Committee will be taken by a majority vote. The SRO shall not have a vote.

### **11.2 Chair's casting vote**

If, at a meeting of the Joint Committee, a matter is not determined by a majority vote that matter ("**JC Unresolved Matter**") shall be deferred for consideration at the next Joint Committee meeting which shall be convened within 10 (ten) Business Days of that meeting. If at the reconvened Joint Committee meeting the JC Unresolved Matter is not determined by a majority vote, the Chairperson shall have a casting vote in respect of that JC Unresolved Matter. There will be no restriction on how the chair chooses to exercise a casting vote.

### **11.3 Show of hands/Electronic Voting**

The chair will take the vote by show of hands or by use of an electronic voting system if available, whichever the chair decides, or if there is no dissent, by the affirmation of the meeting.

### **11.4 Voting on employee appointments**

(a) In the event of there being more than two candidates for an appointment and no candidate receives the required majority on the first vote, the candidate with the least number of votes will be eliminated and a further vote will be taken. This procedure will be repeated until a candidate receives the required majority. If more than one candidate has the same number of votes and that is the lowest number of votes cast, a vote will be taken to decide the candidate to be eliminated from future votes. In the event of an equal number of votes being cast at this stage, the chair will have a casting vote.

(b) The chair will have a casting vote only in the circumstances mentioned in the preceding paragraph.

## **11.5 Right to require individual vote to be recorded**

Where any member requests it immediately after the vote is taken, their vote will be so recorded in the minutes to show whether they voted for or against the motion or abstained from voting.

## **12. MINUTES**

### **12.1 Signing the minutes**

The chair will sign the minutes of the proceedings of the committee at the next suitable meeting. The chair will move that the minutes of the previous meeting be signed as a correct record. The only part of the minutes that can be discussed is their accuracy.

### **12.2 Form of minutes**

Minutes will contain all motions and amendments in the exact form and order the chair put them but otherwise the form of the minutes will be a matter for the proper officer.

## **13. ATTENDANCE**

(a) Members will be regarded as present at a meeting where they attend that meeting either physically at the place specified on the meeting agenda or by remote means, which enables persons who are not in the same place to speak to and be heard by each other.

(b) All Councillors present during the whole or part of a physical meeting must accurately record their attendance on the record of attendance provided for that purpose.

(c) Any Members attending the meeting remotely will have their attendance recorded electronically via the meeting software, and must leave the meeting if they will not be present for any extended period of time during the meeting.

## **14. MEMBERS OF THE PUBLIC**

### **14.1 Exclusion of members of the public**

Members of the public and press may only be excluded either in accordance with the Access to Information Procedure Rules or Rule 16 (Disturbance by Public).

### **14.2 Right of Petitioners to address committee**

(a) When a petition contains signatures of not less than fifty electors from any one or more of the Councils forming the Partnership, with their addresses, a substantial proportion of whom could reasonably be expected to be affected by the matter to which the petition relates, one person from amongst those signing the petition may address a committee to which the petition has been referred on

the subject matter of the petition for up to three minutes.

(b) In any case where the petitioners object to an application which is to be considered by the Planning Committee or the Licensing Committee the applicant will also be given an opportunity to be heard.

(c) Any petition presented direct to a committee shall be delivered to the SRO at least seven clear days prior to the date of the meeting of the committee at which it is to be presented, to enable the applicant to be notified if appropriate and to be present at the meeting of the committee if the applicant so wishes.

(d) when a petitioner has been heard by a committee under this Committee Meeting Procedure Rule no further petition on the same item shall be considered and no further address shall be heard on that item, within six months of the committee meeting at which the petition was first considered or the petitioner heard.

## **15. MEMBERS' CONDUCT**

### **15.1 Members wishing to speak**

When a member speaks at a committee he or she must address the meeting through the chair. If more than one member speaks, the chair will ask one to speak and the others must remain silent until invited to speak unless he or she wishes to make a point of order or a point of personal explanation or to declare an interest.

### **15.2 Chair seeking order**

When the chair asks for order the meeting must be silent.

### **15.3 Member not to be heard further**

If a member persistently disregards the ruling of the chair by behaving improperly or offensively or deliberately obstructs business, the chair may move that the member be not heard further. If seconded, the motion will be voted on without discussion. If the motion is passed the named member may not discuss or debate any further business whilst it is transacted at the meeting.

### **15.4 Member to leave the meeting**

If the member continues to behave improperly or offensively or deliberately obstructs business after such a motion is carried, the chair may move that either the member leaves the meeting or that the meeting is adjourned for a specified period. If seconded, the motion will be voted on without discussion. If the motion is passed the named member must leave the meeting forthwith.

### **15.5 General disturbance\_**

If there is a general disturbance making orderly business impossible, the chair may adjourn the meeting for as long as he/she thinks necessary.

## **16. DISTURBANCE BY PUBLIC**

## **16.1 Removal of member of the public**

If a member of the public interrupts or disrupts proceedings of a committee, the chair will warn the person concerned. If they continue to interrupt or cause disruption, the chair will order their removal from the meeting room.

## **16.2 Clearance of part of meeting room**

If there is a general disturbance in any part of the meeting room open to the public, the chair may call for that part to be cleared.

## **17. COUNCILLORS ATTENDING COMMITTEES OF WHICH THEY ARE NOT MEMBERS**

A Councillor from any of the Councils forming the Partnership may attend the committee even though they are not a member and with the permission of the Chair may speak but may not vote subject to the following:

- (a) where the Councillor is required to declare an interest and withdraw from the meeting under the Code of Conduct;
- (b) where the Licensing Committee, the Disciplinary Appeals Committee or any other committee or sub-committee exercising similar jurisdiction have asked the members of the public and the parties to withdraw whilst they deliberate before reaching a decision;
- (c) where the Lead Lawyer to the Committee and Project or his/her representative advises that as a matter of law non-members of a committee should withdraw.

## **18. ELECTRONIC BORADCAST AND RECORDING OF PROCEEDINGS OF COMMITTEES**

- (a) Committee meetings may be webcast by the Council, in accordance with Cardiff Council's webcasting protocol;
- (b) Other filming, recording and use of social media is permitted during Committee meetings, provided that:
  - (i) The recording or transmission must create no disturbance, disruption or distraction to the good order and conduct of the meeting;
  - (ii) Notice has been given (on the meeting agenda and signage outside the meeting) so that everyone attending the meeting is made aware that they may be recorded and that by attending the meeting they are deemed to consent to this;
  - (iii) Any recording must be overt, not covert;
  - (iv) There is to be no recording or transmission of proceedings dealing with any exempt or confidential information;
  - (v) The Chair shall have discretion, subject to proper consideration of any relevant representations and legal advice, to prohibit a recording or exclude anyone reasonably considered to be in breach of these rules; and
  - (vi) The person making the recording or transmission shall be solely responsible for complying with applicable legal obligations arising from their actions.

(c) Use of social media by members of planning, licensing or other regulatory committees is not permitted during the meeting.

**19. SUSPENSION OF COMMITTEE PROCEDURE RULES**

All or any of these are Committee Rules of Procedure except Rule 11.5 may be suspended by motion on notice or without notice if at least one half of the whole number of the Councillors are present. Suspension can only be for the duration of the meeting.

**20. APPLICATION OF COMMITTEE PROCEDURE RULES**

To the extent that these rules do not conflict with the JWA2 or any provision of law the Joint Committee has determined that the same shall apply to the Joint Committee proceedings.



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## SCHEDULE 2

### JOINT COMMITTEE TERMS OF REFERENCE

#### Aims/Purpose

1. To oversee compliance with and the implementation of the Project Agreement and this Agreement in the interests of the Councils and their respective electorates at a strategic corporate and member level and to carry out those functions allocated to the Joint Committee as being "Joint Committee Matters".

#### Functions

2. The Joint Committee will carry out the following general functions:
  - 2.1 provide direction to the Contract Management Board (to include approval of any resourcing issues);
  - 2.2 act as a representative for each Council's Executive/Cabinet;
  - 2.3 monitor contract performance, management and working arrangements (to include the necessary audit and assurance checks);
  - 2.4 ensure that sufficient resources are committed to the Contract;
  - 2.5 without prejudice to Clause 28 (Dispute Resolution) of this Agreement, arbitrate on any conflicts within the Contract or negotiate a solution to any problems between the Contract and external bodies; and
  - 2.6 promote partnership working between the Councils.
  
3. Pursuant to this Agreement, the following specific functions are given to the Joint Committee:
  - 3.1 approving the Liability Report prepared by the Contract Manager (assisted by the Project Gwyrdd Team) setting out the liability of a Defaulter Council pursuant to Clauses 2.8.2 or 2.8.3 (Termination) or Clause 18.2 (Withdrawal);
  - 3.2 replacement of the Host Authority with another Council should the Host Authority be terminated or withdrawn from the Contract pursuant to Clause 5.11 (Duties of the Host Authority and Other Councils);
  - 3.3 determination of any Contract Management Board Matters that have been referred to the Joint Committee for decision following an inconclusive vote by the Contract Management Board pursuant to Clause 8.7 (Contract Management Board Matters);
  - 3.4 approval of the Performance and Improvement Plan pursuant to Clauses 10.2 and 10.3 (Contract Performance Monitoring);
  - 3.5 consideration of the Annual Budget and recommendation of the same to the Councils for approval in accordance with Clause 11.4 (Annual Budget and Accounts);
  - 3.6 approval of the audited statement of accounts in accordance with Clause 11.13 (Annual Budget and Accounts);
  - 3.7 approval of any spending in relation to this Agreement in excess of the Annual Budget (up to the 20% contingency) in accordance with Clause 11.12 (Annual

- Budget and Accounts) and confirmation of the contingency to be included in the Annual Budget on an annual basis following the first year of the Contract;
- 3.8 subject to the financial thresholds set out in Clause 6.1.3 (Decision Making), determining whether to support a proposed variation under the Project Agreement in accordance with Clause 17.3 (Changes and Change in Law);
  - 3.9 subject to the financial thresholds set out in Clause 6.1.3 (Decision Making), determining each Council's contribution to costs in relation to a Qualifying Change in Law in accordance with Clause 17.3 (Changes and Change in Law);
  - 3.10 approval of a Liability Report pursuant to Clause 18.2 (Withdrawal);
  - 3.11 determination of any disputes referred by the Contract Management Board pursuant to Clause 28.3 (Dispute Resolution); and
  - 3.12 referral of any disputes for determination pursuant to Clause 28.4 (Dispute Resolution).
4. The Joint Committee shall not have the power to determine Matters Reserved to the Councils which include (inter alia):
- 4.1 Termination of the Project Agreement;
  - 4.2 extension of the Contract for a further five (5) years in accordance with the terms of the Project Agreement;
  - 4.3 retendering the Services on Expiry of the Project Agreement;
  - 4.4 matters referred to it by the Host Authority pursuant to Clause 6.4 (Decision Making);
  - 4.5 the termination of the participation of any Council in this Agreement, pursuant to Clause 2.6 (Termination);
  - 4.6 any significant changes to the Transport Route Plan or the JWA2 Sustainable Transport Plan pursuant to Clause 10A.3 (Transport Route Plan and JWA2 Sustainable Transport Plan);
  - 4.7 the approval of the Annual Budget in accordance with Clause 11.5 (Annual Budget and Accounts) and any increase of the Annual Budget in excess of the 20% contingency pursuant to Clause 11.12 (Annual Budget and Accounts); and
  - 4.8 **This clause contains information which are exempt from publication under paragraphs 14 (information relating to financial or business affairs) and 21 (public interest test) of Schedule 12 A part 4 of the Local Government Act 1972.**

<p style="text-align: center;"><b>PROSIECT GWYRDD JOINT COMMITTEE MEETING</b> 2 December 2021, 11.30 am</p>
<p style="text-align: center;"><b>LOCATION: TEAMS</b></p>
<p><b>Present:</b></p>
<p><b>Elected Members:</b></p> <p><b>Councillor Chris Weaver, Cardiff Council</b></p> <p><b>Councillor Nigel George, Caerphilly County Borough Council</b></p> <p><b>Councillor Phil Murphy, Monmouthshire County Council</b></p> <p><b>Councillor Jane Pratt, Monmouthshire County Council</b></p> <p><b>Councillor Roger Jeavons, Newport City Council</b></p> <p><b>Councillor Ray Truman, Newport City Council</b></p> <p><b>Councillor Peter G King, Vale of Glamorgan Council</b></p> <p><b>Councillor Eddie Williams, Vale of Glamorgan Council</b></p>

No	Item	Action
<b>38</b>	<b>Apologies for Absence</b> Apologies had been received from Cllrs Michael and Gordon	
<b>39</b>	<b>Declarations of Interest</b> None received.	
<b>40</b>	<b>Minutes</b> The minutes of the meeting held on 18 May 2021 were agreed as a correct record.	
<b>41</b>	<b>Matters Arising</b> Members referred to Minute 35 and considered that 9.69 tonnes of residual waste (from all the Prosiect Gwyrdd Authorities) going to landfill, was a fantastic achievement and should be more widely publicised.	
<b>42</b>	<b>Update Report</b> Joint Committee Members were presented with an update report which provided information on; Contract Update, the quantity and proportion of contract waste delivered by Partner Authority, the five key targets achieved by Viridor and an update on Community Benefit Fund and awards.  The Chairperson invited questions and comments on the update report.  Members were encouraged by the use of the Community Benefit Fund but encouraged each Partner Authority to promote the Fund further.  Members referred to the low level of residual waste in landfill and considered it was important to relay this information to the public.  Members discussed the increase in all waste forms during the pandemic with more people working from home.  RESOLVED: to note the report.	
<b>43</b>	<b>2021/22 Projected Outturn Month 7 Monitoring Position and 2022/23 Budget</b> The Joint Committee were presented with the draft, unaudited Financial Annual Return for the year ended 31st March 2021 prior to the deadline of 31 <sup>st</sup> May agreed with the Audit Wales. The Joint Committee were asked to approve the unaudited Annual Return and following approval, the document would be available for public inspection for the advertised period, and then submitted to the Audit Wales to undertake the external audit of this return.  The Chairperson invited questions and comments on the report;	

No	Item	Action
	<p>Members discussed the national issue of HGV driver shortages and the cost of transport and asked if this was an issue that had been taken in account when planning the budget. Officers advised that Drivers and Costs are for the constituent Local Authorities to manage.</p> <p>RESOLVED: That the Joint Committee notes the outturn position for the financial year ended 31<sup>st</sup> March 2021.</p> <p>The Joint Committee authorises the Chair to sign the Annual Return on behalf of the Joint Committee, and its subsequent submission to Audit Wales to commence the 2020/21 audit.</p> <p>If following the completion of the audit minor amendments are required by Audit Wales then, to authorise, the Audited annual Return to be signed by the Chair on behalf of the Joint Committee.</p>	
44	<p><b>2020/21 Annual Return re-signing</b></p> <p>Members were presented with an amended unaudited Financial Annual Return for the year ended 31<sup>st</sup> March 2021 for approval by the Joint Committee. Following the Joint Committee approval, the Annual Return will be submitted to Audit Wales to finalise the external audit of this return.</p> <p>RESOLVED: To approve the revised annual return and to authorise the Chair to re-sign the Annual Return on behalf of the Joint Committee, and its subsequent submission to Audit Wales to finalise the 2020/21 audit.</p>	
45	<p><b>Proposed Date of next meeting - TBC</b></p>	

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**THE BOROUGH, CITY AND COUNTY COUNCILS OF CAERPHILLY, CARDIFF,  
MONMOUTHSHIRE, NEWPORT AND THE VALE OF GLAMORGAN**

**PROSIECT GWYRDD JOINT COMMITTEE**

**REF: 01-22**

**DATE: 14/06/22**

**PROSIECT GWYRDD UPDATE REPORT FOR JOINT COMMITTEE**

**REPORT OF: SENIOR RESPONSIBLE OFFICER**

**AGENDA ITEM: 9**

**Background**

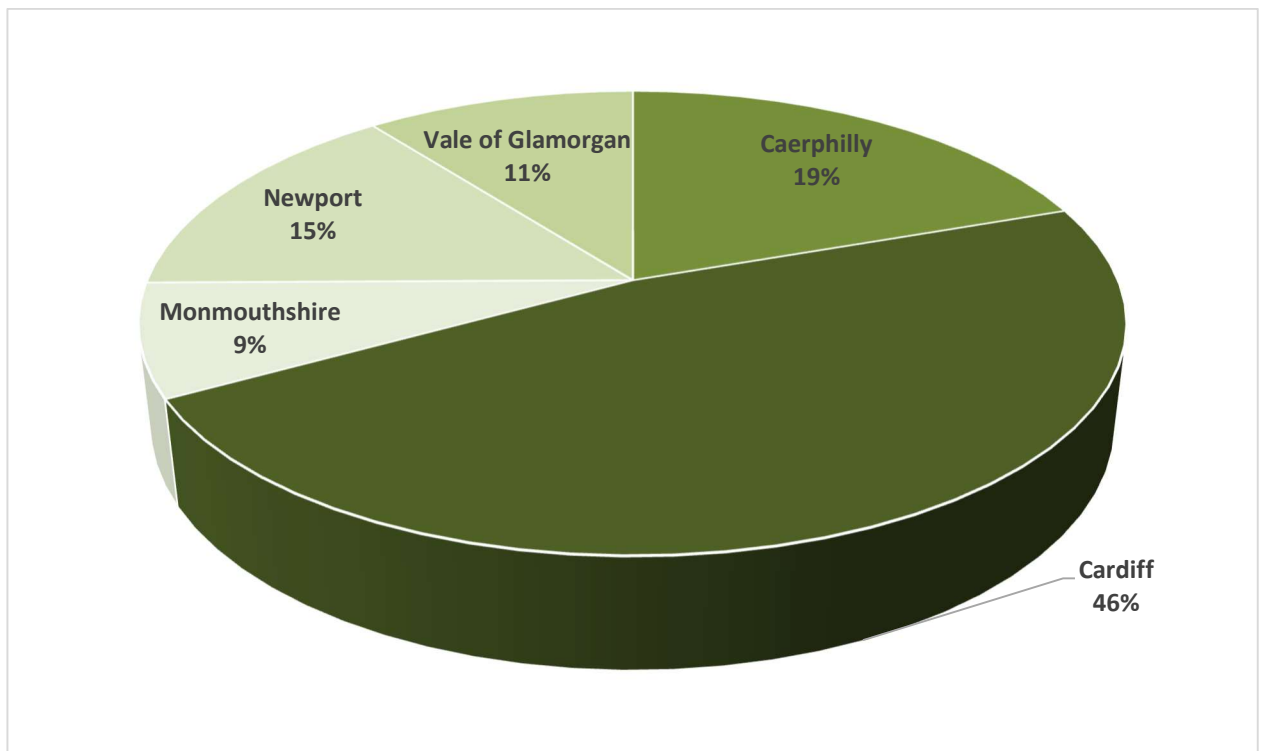
1. At previous Joint Committee meetings Update Reports on the Prosiect Gwyrdd Contract have been provided, this report provides a further update in relation to this contract.

**Contract Update**

2. During 2021/22 a total of 174,207 tonnes of residual waste was sent to the Prosiect Gwyrdd Contract, this was against a projected profile of 168,560 tonnes, and was 5,605 tonnes less than the previous year. The Partnerships Contract Waste represented 48% of the facility's total input.
3. During January 2022 the Trident Park Facility suffered a catastrophic failure in a boiler header tank, resulting in the shut down of the facility for repair and safety inspections. This resulted in the Contingency Plan being implemented, and Partnership Waste diverted to other EfW facilities and direct to landfill. Replacement header tank was installed on one line and reinforcing works undertaken to the other line, and the annual maintenance outage being brought forward from June to early May.
4. Quantity of Contract Waste Delivered by Each Partner Authority in 2021/22

<b>Authority</b>	<b>2021/22 Tonnage</b>
Cardiff	80,841
Caerphilly	33,792
Monmouthshire	14,782
Newport	25,837
Vale of Glamorgan	18,954
<b>Total Prosiect Gwyrdd</b>	<b>174,206</b>

## 5. Proportion of Contract Waste Delivered 2021/22 by Partner Authority



6. From the Prosiect Gwyrdd Contract Waste delivered 29,467 tonnes of Incinerator Bottom Ash was recycled, 1,155 tonnes of the Air Pollution Control Residue was recycled, 2,253 tonnes of ferrous metals was recycled and a further 464 tonnes of other metals were recycled. A total of 2,834 tonnes of contract waste was sent directly to landfill, and a further 683 tonnes of Air Pollution Control Residue was landfilled.



7. In 2021/22 Viridor achieved all of the five Key Targets within the contracted level of tolerance:

Key Target	Target Percentage	Actual Percentage
The Contractor's Guaranteed Unprocessed Landfill Target Percentage	0.0%	1.7%
The Contractor's Guaranteed Maximum Percentage of Contract Waste to Landfill	2.1%	2.0%
The Contractor's Guaranteed IBA Recycling Target Percentage	100.0%	100.0%
The Contractor's Guaranteed BMW Diversion Target Percentage	100.0%	98.3%
the Contractor's Guaranteed Unreprocessed IBA Target Percentage	0.0%	0.0%

8. As a requirement of revenue support from WG, the facility is required to be CHP ready and to achieve and maintain R1 Status. Trident Park submitted the stage 3 report to Natural Resources Wales for 2021 with an annual figure of 0.78 which is in excess of the 0.65 requirement. This classifies Trident Park as a recovery facility.
9. The Incinerator Bottom Ash is currently being recycled by Days Aggregates at their facility in Avonmouth. A proportion of the incinerator bottom ash continues to be transported by rail.
10. The Air Pollution Control Residue is currently either being recycled by O.C.O. Technology Ltd at their facility in Avonmouth or landfilled by Grundon (Waste) Ltd at their Gloucestershire facility.

#### Community and Community Benefit Fund

11. During 2021/22 the Prosiect Gwyrdd Community Benefits Fund Panel met four times where a total of £37,072 was awarded between 18 community initiatives based with the Prosiect Gwyrdd Partnership Local Authority areas.

#### **12. Breakdown of 2021/22 Prosiect Gwyrdd and Viridor Community Fund Awards**

Authority	Number of Projects	Total Value
Caerphilly County Council	1	£3,451.20
Cardiff Council	12	£20,979.84
Newport City Council	5	£12,641.00
Projects working across all areas	18	£37,072.04

### 13. Breakdown of 2021/22 Prosiect Gwyrdd and Viridor Community Fund Awards

Organisation	Region	Contribution
<b>May-21</b>		
Newport Scout Group	Newport	£2,746.00
Cardiff and Vale Scouts	Cardiff	£3,009.20
Dusty Shed	Cardiff	£2,529.00
Kids Cancer charity	Cardiff	£2,642.30
Tenovus	Cardiff	£350.00
<b>September 2021</b>		
Ainon Baptist Church	Cardiff	£2,244.00
Allegra Ladies Choir	Newport	£2,000.00
Croesyceiliog Canoe Club	Newport	£2,895.00
Rhiwbina Squirrels	Cardiff	£2,000.00
Cyfeillion Glan Ceubal	Cardiff	£2,886.40
St Albans U8s	Cardiff	£420.00
<b>December 2021</b>		
Cardiff Writers Circle	Cardiff	£1,000.00
Risca RFC	Newport	£3,000.00
Ely Bridge Support Circle	Cardiff	£2,973.94
<b>March 2022</b>		
Girls Friendly Society	Cardiff	£666.00
Groundworks Wales	Newport	£2,000.00
The Parish Trust	Caerphilly	£3,451.20
Happy Go Lucky	Cardiff	£259.00

14. A total of £34,953 that was unallocated in 2021/22 will be rolled over into 2022/23 to be allocated in addition to the annual £50,000.

15. Details of the funding criteria and how to apply can be found at: <https://viridor.co.uk/our-operations/energy/energy-recovery-facilities/cardiff-erf/community>

16. During 2021/22 due to Covid-19 restrictions put in place the facility was unable to receive visitors. When it is possible to safely receive visitors again the visitor centre will be made available for groups again.

### Financial Implications

17. There are no direct financial implications arising from this update report. The financial arrangements between the Partnership and Viridor will operate in accordance with the Contract and in particular the Payment Mechanism.

### Legal Implications

18. There are no direct legal implications associated with this report. The obligations set out in the Contract will govern how it operates.

## Recommendations

To note the content of this report.

**Mathew Wakelam**  
**Senior Responsible Officer, Prosiect Gwyrdd**  
**14<sup>th</sup> June 2022**



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**THE BOROUGH, CITY AND COUNTY COUNCILS OF CAERPHILLY, CARDIFF,  
MONMOUTHSHIRE, NEWPORT AND THE VALE OF GLAMORGAN**

**PROSIECT GWYRDD JOINT COMMITTEE**

**REF: 01-22**

**DATE: 14/06/2022**

**PROSIECT GWYRDD 2021/22 OUTTURN AND ANNUAL FINANCIAL RETURN**

**REPORT OF: TREASURER TO THE PROSIECT GWYRDD JOINT COMMITTEE**

**AGENDA ITEM: 10**

**PURPOSE OF REPORT**

1. To present to the Joint Committee the draft, unaudited Financial Annual Return for the year ended 31st March 2022. The Joint Committee will be asked to approve the unaudited Annual Return and following their approval, the document will be available for public inspection for the advertised period, and then submitted to the Audit Wales to undertake the external audit of this return. The deadline for the Joint Committee to approve the return and to submit to the auditor (Audit Wales) is 30 June following the end of the financial year. The audited return should be published by the 30 September.

**BACKGROUND**

2. Local Authorities and other relevant bodies (including Joint Committees) are required to prepare and publish their annual accounts in-line with the requirements of the Accounts & Audit (Wales) Regulations 2014 (as amended). Regulation 14 states that smaller local government bodies (those with annual income and expenditure below £2.5 million) can prepare their accounts in the form of an Annual Return replacing the obligation to produce a full Statement of Accounts.
3. The Joint Committee will now be asked to approve the unaudited Annual Return for submission to the external auditor in accordance with the Accounts and Audit (Wales) Regulations for small Local Government Bodies into which category Prosiect Gwyrdd now resides.
4. Following the audit of the Annual Return by Audit Wales, if there are no amendments then the certified Annual Return can be published without further reference to the

Joint Committee. If amendments are required by Audit Wales then a future meeting of the Joint Committee will be required to approve the audited annual return.

- The draft, unaudited Prosiect Gwyrdd Annual Return for 2021/22 is attached to this report as Appendix A. Prior to the commencement of the external audit the Annual Return will be made available for public inspection as required by the Public Audit (Wales) Act 2004 and by the Accounts and Audit (Wales) Regulations 2014 (as amended).

## ISSUES

- Table 1 below provides a comparison of the 2021/22 outturn with the budget. This highlights a gross expenditure outturn of £150,939, a decrease of £97,745 compared to the original 2021/22 gross expenditure budget of £248,684. After including the Partner Contribution rebate of £50,000 (£10,000 per partner) the net underspend for 2021/22 is £47,745.

**TABLE 1: 2021/22 Summary Outturn Position**

	2021/22 Budget £	2021/22 Outturn £	2021/22 Variance £
Project Team	145,407	135,164	(10,243)
Supplies & Services	18,450	12,661	(5,789)
Committee & Support Services	47,400	39,545	(7,855)
Organics Contribution	(40,103)	(36,431)	3,672
Expenditure funded by Partner Contributions	<b>171,154</b>	<b>150,939</b>	<b>(20,215)</b>
External Advisors	57,530	0	(57,530)
Contingency	20,000	0	(20,000)
Expenditure funded by Reserve Account	<b>77,530</b>	<b>0</b>	<b>(77,530)</b>
Gross Expenditure	<b>248,684</b>	<b>150,939</b>	<b>(97,745)</b>
Partner Contributions	<b>(185,000)</b>	<b>(135,000)</b>	<b>50,000</b>
Net Expenditure	<b>63,684</b>	<b>15,939</b>	<b>(47,745)</b>
Appropriations (from) / to Joint Committee Reserve A/c	<b>(63,684)</b>	<b>(15,939)</b>	<b>47,745</b>
Balance of the Joint Committee Reserve A/c as at 31.03.2022		<b>295,547</b>	

7. The variance reported in Table 1 is largely due to underspends previously reported to the Joint Committee in the Month 7 monitoring report. The most significant of these underspends are the lack of spend against the contingency and external advisors budgets, as well as savings associated with the Project Team. Consequentially the projected budgeted drawdown from the Joint Committee Reserve Account of £63,684 was reduced to £15,939. The balance of the reserve account as at 31<sup>st</sup> March 2022 now stands at £295,547 and the options for the utilisation of an element of this reserve will be presented firstly to Contract Management Board and then the Joint Committee as part of the 2023/24 budget report as has been the case in previous years.
  
8. The format of the Annual Return for 2021/22 is in line with previous years and is attached as Appendix A, it includes the following sections :
  - a. Section 1 (page 2 of the return) holds the Accounting Statements for 2021/22 including a comparison with the equivalent 2020/21 figures.
  - b. Section 2 (page 3) of the Annual Return is the Annual Governance statement which continues in the form of a questionnaire.
  - c. Section 3 (page 4) includes the certification of the annual return both by the Joint Committee, subject to its approval, and the Responsible Finance Officer.
  - d. This is followed by the Auditor General for Wales' Audit Certificate and report on page 5 which will be updated on completion of the 2021/22 Audit.
  - e. The next Section is the Annual Internal Audit report (pages 6 and 7) which comments on the adequacy of procedures and controls relevant to Prosiect Gwyrdd.
  - f. The last section (page 8) includes Guidance notes on completing the Annual Return

## FINANCIAL IMPLICATIONS

9. This report provides the Joint Committee with confirmation of the 2021/22 outturn position that reflects a gross expenditure underspend of £97,745 before the rebates of Partner Contributions of £50,000. The balance of the Reserve Account at the end of 2021/22 is £295,547 which will be available to assist in funding non-recurring Prosiect Gwyrdd expenditure and / or offsetting Partner Contributions in future financial years.
  
10. Options for the utilisation of the balance of the Joint Committee Reserve Account carried forward into 2022/23 are to be considered as part of the budget setting process for 2023/24.

## LEGAL IMPLICATIONS

11. All Local authority accounts are required to be made up to 31<sup>st</sup> March. The Accounts and Audit (Wales) regulations set out the process for dealing with accounts and as

set out in this report that will be the process for a 'smaller relevant body' i.e. approval of an Accounting Statement (including amendments thereof) which is referred to in this report as an Annual Return. The Regulations also sets out further provision in relation to publication. It is understood that Audit Wales have confirmed that the deadline for approval of the Annual Return is 30<sup>th</sup> June 2022.

12. The Joint Working Agreement 2 (JWA2) in respect of the PG contract makes provision in respect of monitoring of costs, approving annual budgets, council contributions, project expenditure and subsequent reimbursements to councils.
13. Currently the JWA2 deals with the process of approving accounts according to legislation which was in place at the time of drafting the JWA2. It is understood that any update in the process of what is approved by Joint Committee is due to the updates in the Regulations referred to above and in the body of the report. The JWA2 states that any reference to legislation within the agreement includes any amended legislation. Accordingly any process under the JWA2 would be read in conjunction with any amended legislation.

## RECOMMENDATIONS

14. That the Joint Committee notes the outturn position for the financial year ended 31<sup>st</sup> March 2022 and approves the submission of the report and return to the Joint Committee.
15. Subject to the approval by the Joint Committee of the Annual Return, the Joint Committee consequently authorises the Chair to sign the Annual Return on behalf of the Joint Committee, and its subsequent submission to Audit Wales to commence the 2021/22 audit.

**Christopher Lee**  
**Treasurer to Prosiect Gwyrdd Joint Committee**

**14<sup>th</sup> June 2022**

The following Appendix is attached:

Appendix A - The Prosiect Gwyrdd Joint Committee's Unaudited Annual Return for financial year 2021/22.



# Minor Joint Committees in Wales

## Annual Return for the Year Ended 31 March 2022

### Accounting statements 2021-22 for:

Name of body: PROSIECT GWRYDD

	Year ending		Notes and guidance for compilers
	31 March 2021 (£)	31 March 2022 (£)	Please round all figures to nearest £. Do not leave any boxes blank and report £0 or nil balances. All figures must agree to the underlying financial records for the relevant year.
<b>Statement of income and expenditure/receipts and payments</b>			
1. Balances brought forward	323,863	311,485	Total balances and reserves at the beginning of the year as recorded in the financial records. Must agree to line 7 of the previous year.
2. (+) Income from local taxation/levy	135,000	135,000	Total amount of income received/receivable in the year from local taxation (precept) or levy/contribution from principal bodies.
3. (+) Total other receipts	35,354	36,431	Total income or receipts recorded in the cashbook minus amounts included in line 2. Includes support, discretionary and revenue grants.
4. (-) Staff costs	-131,309	-135,164	Total expenditure or payments made to and on behalf of all employees. Include salaries and wages, PAYE and NI (employees and employers), pension contributions and related expenses eg termination costs.
5. (-) Loan interest/capital repayments	0	0	Total expenditure or payments of capital and interest made during the year on external borrowing (if any).
6. (-) Total other payments	-51,423	-52,206	Total expenditure or payments as recorded in the cashbook minus staff costs (line 4) and loan interest/capital repayments (line 5).
7. (=) Balances carried forward	311,485	295,546	Total balances and reserves at the end of the year. Must equal (1+2+3) – (4+5+6).
<b>Statement of balances</b>			
8. (+) Debtors	216,000	108,000	<b>Income and expenditure accounts only:</b> Enter the value of debts owed to the body.
9. (+) Total cash and investments	97,774	191,746	<b>All accounts:</b> The sum of all current and deposit bank accounts, cash holdings and investments held at 31 March. This must agree with the reconciled cashbook balance as per the bank reconciliation.
10. (-) Creditors	-2,289	-4,200	<b>Income and expenditure accounts only:</b> Enter the value of monies owed by the body (except borrowing) at the year-end.
11. (=) Balances carried forward	311,485	295,546	<b>Total balances should equal line 7 above:</b> Enter the total of (8+9-10).
12. Total fixed assets and long-term assets	0	0	The asset and investment register value of all fixed assets and any other long-term assets held as at 31 March.
13. Total borrowing	0	0	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).

## Annual Governance Statement

We acknowledge as the members of the Committee, our responsibility for ensuring that there is a sound system of internal control, including the preparation of the accounting statements. We confirm, to the best of our knowledge and belief, with respect to the accounting statements for the year ended 31 March 2022, that:

	Agreed?		'YES' means that the Council/Board/Committee:	PG Ref
	Yes	No*		
<p>1. We have put in place arrangements for:</p> <ul style="list-style-type: none"> <li>effective financial management during the year; and</li> <li>the preparation and approval of the accounting statements.</li> </ul>	<input checked="" type="radio"/>	<input type="radio"/>	Properly sets its budget and manages its money and prepares and approves its accounting statements as prescribed by law.	6, 12
<p>2. We have maintained an adequate system of internal control, including measures designed to prevent and detect fraud and corruption, and reviewed its effectiveness.</p>	<input checked="" type="radio"/>	<input type="radio"/>	Made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.	6, 7
<p>3. We have taken all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and codes of practice that could have a significant financial effect on the ability of the Committee to conduct its business or on its finances.</p>	<input checked="" type="radio"/>	<input type="radio"/>	Has only done things that it has the legal power to do and has conformed to codes of practice and standards in the way it has done so.	6
<p>4. We have provided proper opportunity for the exercise of electors' rights in accordance with the requirements of the Accounts and Audit (Wales) Regulations 2014.</p>	<input checked="" type="radio"/>	<input type="radio"/>	Has given all persons interested the opportunity to inspect the body's accounts as set out in the notice of audit.	6, 23
<p>5. We have carried out an assessment of the risks facing the Committee and taken appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.</p>	<input checked="" type="radio"/>	<input type="radio"/>	Considered the financial and other risks it faces in the operation of the body and has dealt with them properly.	6, 9
<p>6. We have maintained an adequate and effective system of internal audit of the accounting records and control systems throughout the year and have received a report from the internal auditor.</p>	<input checked="" type="radio"/>	<input type="radio"/>	Arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether these meet the needs of the body.	6, 8
<p>7. We have considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on the Committee and, where appropriate, have included them on the accounting statements.</p>	<input checked="" type="radio"/>	<input type="radio"/>	Disclosed everything it should have about its business during the year including events taking place after the year-end if relevant.	6
<p>8. We have taken appropriate action on all matters raised in previous reports from internal and external audit.</p>	<input checked="" type="radio"/>	<input type="radio"/>	Considered and taken appropriate action to address issues/weaknesses brought to its attention by both the internal and external auditors.	6, 8, 23

\* Please provide explanations to the external auditor on a separate sheet for each 'no' response given; and describe what action is being taken to address the weaknesses identified.

## Additional disclosure notes\*

The following information is provided to assist the reader to understand the accounting statements and/or the Annual Governance Statement

1.


2.

3.

\* Include here any additional disclosures the Council considers necessary to aid the reader's understanding of the accounting statements and/or the annual governance statement.

## Committee approval and certification

The Committee is responsible for the preparation of the accounting statements and the annual governance statement in accordance with the requirements of the Public Audit (Wales) Act 2004 (the Act) and the Accounts and Audit (Wales) Regulations 2014.

<p><b>Certification by the RFO</b></p> <p>I certify that the accounting statements contained in this Annual Return present fairly the financial position of the Committee, and its income and expenditure, or properly present receipts and payments, as the case may be, for the year ended 31 March 2022.</p>	<p><b>Approval by the Council/Board/Committee</b></p> <p>I confirm that these accounting statements and Annual Governance Statement were approved by the Committee under minute reference:</p>
<p><b>RFO signature:</b> </p>	<p><b>Minute ref:</b></p>
<p><b>Name:</b> Christopher Lee</p>	<p><b>Chair of meeting signature:</b></p>
<p><b>Date:</b> 8/6/2022</p>	<p><b>Date:</b></p>

## Annual internal audit report to:

Name of body: PROSIECT GWYRDD

The Committee's internal audit, acting independently and on the basis of an assessment of risk, has included carrying out a selective assessment of compliance with relevant procedures and controls expected to be in operation during the financial year ending 31 March 2022.

The internal audit has been carried out in accordance with the Committee's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and the internal audit conclusions on whether, in all significant respects, the following control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of the Committee.

	Agreed?				Outline of work undertaken as part of the internal audit (NB not required if detailed internal audit report presented to body)
	Yes	No*	N/A	Not covered**	
1. Appropriate books of account have been properly kept throughout the year.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<p>Appropriate books of accounts have been kept through Cardiff Council's main accounting ledger, SAP, and supporting evidence was checked.</p> <ul style="list-style-type: none"> <li>Income and Expenditure</li> <li>Statement of Balances</li> <li>Meeting minutes</li> </ul> <p>Regular progress against budget is maintained and monitored by the Accountant and discussed at the Prosiect Gwyrdd Project Board Management Meetings and Contract Management Board.</p>
2. Financial regulations have been met, payments were supported by invoices, expenditure was approved and VAT was appropriately accounted for.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<p>Financial regulations have been met, payments were supported by invoices and VAT has been appropriately accounted for under Cardiff Council's VAT registration with the necessary disclosures and permissions sought from HMRC.</p>
3. The body assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<p>The body has assessed and mitigated significant risks in order to achieve its objectives. Risks are considered at the Contract Management Board meetings and also on the highlight reports to the Board.</p> <p>Prosiect Gwyrdd inherent risks are also subject to a quarterly risk management review process.</p> <p>There are two higher (red) residual risks which have been discussed with Finance Management, and are recommended for review to ensure that they remain appropriate and clear in respect to next steps.</p>
4. The annual precept/levy/resource demand requirement resulted from an adequate budgetary process, progress against the budget was regularly monitored, and reserves were appropriate.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<p>Regular progress against budget is maintained and monitored by the Accountants and the monitoring position &amp; projected outturn was discussed at the</p>

	Agreed?				Outline of work undertaken as part of the internal audit (NB not required if detailed internal audit report presented to body)
	Yes	No*	N/A	Not covered**	
					meeting of the Contract Management Board in March 2022.
5. Expected income was fully received, based on correct prices, properly recorded and promptly banked, and VAT was appropriately accounted for.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Contributions from partner authorities (£27,000 per authority) for 2021/2022 are made in accordance with the legal agreement for Glamorgan Archives.
6. Petty cash payments were properly supported by receipts, expenditure was approved and VAT appropriately accounted for.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Prosiect Gwyrdd does not have any petty cash / imprest accounts and review of the SAP (KSB1) report for the profit centre DA051 did not identify any imprest account reimbursements.
7. Salaries to employees and allowances to members were paid in accordance with minuted approvals, and PAYE and NI requirements were properly applied.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Salaries to employees were paid through Cardiff Council's main accounting ledger, SAP, and the internal payroll process including DigiGOV.  Prosiect Gwyrdd has three permanent employees and staffing costs were reconciled to SAP.
8. Asset and investment registers were complete, accurate, and properly maintained.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	There are no tangible fixed assets.  Current assets include cash (held by Cardiff Council) and Debtors.

	Agreed?				Outline of work undertaken as part of the internal audit (NB not required if detailed internal audit report presented to body)
	Yes	No*	N/A	Not covered**	
9. Periodic and year-end bank account reconciliations were properly carried out.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<p>Monthly and year-end bank account reconciliations for inter companies are undertaken as part of the council wide year-end bank reconciliations; any imbalances are rectified during the course of the year. Inter company transactions are not identified individually throughout the year.</p> <p>Reconciliations are subject to review by Audit Wales</p> <p>The end of year individual 'FICO' reconciliation was undertaken.</p>
10. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments/income and expenditure), agreed with the cashbook, were supported by an adequate audit trail from underlying records, and where appropriate, debtors and creditors were properly recorded.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<p>Accounting statements have been prepared from figures in SAP.</p> <p>Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments/income and expenditure), agreed with the cashbook, were supported by an adequate audit trail from underlying records, and where appropriate, debtors and creditors were properly recorded.</p>

**For any risk areas identified by the Council/Board/Committee (list any other risk areas below or on separate sheets if needed) adequate controls existed:**

	Agreed?				Outline of work undertaken as part of the internal audit (NB not required if detailed internal audit report presented to body)
	Yes	No*	N/A	Not covered**	
11.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	
12.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	
13.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	

\* If the response is 'no', please state the implications and action being taken to address any weakness in control identified (add separate sheets if needed).

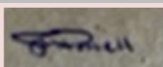
\*\* If the response is 'not covered', please state when the most recent internal audit work was done in this area and when it is next planned, or if coverage is not required, internal audit must explain why not.

### Internal audit confirmation

I confirm that as the Committee's internal auditor, I have not been involved in a management or administrative role within the body (including preparation of the accounts) or as a member of the body during the financial years 2020-21 and 2021-22. I also confirm that there are no conflicts of interest surrounding my appointment.

Name of person who carried out the internal audit: SUSAN POWELL

Signature of person who carried out the internal audit:



Date: 05.05.2022