CARDIFF COUNCIL
CYNGOR CAERDYDD

CABINET MEETING: 16 MAY 2018

LAMBY WAY SOLAR FARM

CLEAN STREETS, RECYCLING & ENVIRONMENT (COUNCILLOR MICHAEL MICHAEL)

AGENDA ITEM: 2

The Appendix to this report is exempt from publication because it contains information of the kind described in paragraphs 14 and 21 of parts 4 and 5 of Schedule 12A of the Local Government Act 1972

Reason for this Report

1. To present a detailed and costed proposal to develop a Solar Farm at the Lamby Way capped landfill site for approval, and

2. To seek approval to enter into contracts to deliver the scheme.

Background

3. The Council's capped landfill site at Lamby Way has for some time been considered to be a suitable location for a large scale solar farm which could:

   - provide a substantial amount of clean, renewable energy to supply the local electricity grid and connected buildings,

   - make a positive contribution to national and local renewable energy generation and carbon reduction targets,

   - provide a localised economic activity and long-term productive use for a site that would be otherwise difficult to develop, and

   - contribute to the Welsh Government ambition for the Council and all public sector organisations in Wales to be "carbon neutral" by 2030.

4. In June 2018 Cabinet considered a report containing an Outline Business Case (OBC) for a solar farm at the Lamby Way capped landfill site. Cabinet approved the OBC and authorised a series of additional work to progress the project to its Full Business Case (FBC) stage for final Cabinet consideration. This series of work was:

   - to prepare and submit a planning application for the solar farm;

- to finalise negotiations to sell part of the energy generation to a neighbouring organisation through a “private wire” connection; and

- to commence procurement of a design and build contractor, and operation and maintenance contractor for the scheme.

5. An indicative capital sum was also identified in the Council’s 2019/20 budget to fund the scheme on an invest-to-save basis, subject to final Cabinet approval of the FBC.

6. This report summarises the outcome of this work and presents a Final Business Case based on the detailed design and contract prices offered from the procurement process. The June 2018 Cabinet report is available as a background paper.

ISSUES

Planning Consent

7. A planning application for the Solar Farm was submitted in March 2019. As well as proposing a detailed design and layout for the solar farm the planning application aimed to assess how the important ecological assets, and the landfill cap and gas collection infrastructure at the site, could be protected during development. Some of the key elements of the planning application were:

    - A comprehensive series of ecological surveys and proposals identifying species of known and protected importance, and detailing methods to protect these during construction and over the lifetime of the completed solar farm;

    - A detailed and optimised Solar Farm layout and design, developed by a solar electrical engineering consultant, supplying renewable energy both to the National Grid and directly to a “private wire” customer nearby. This design takes account of the various constraints at the site including topography, ecology, drainage, landfill cap construction and landfill gas collection infrastructure. The layout also includes a surrounding security fence with comprehensive CCTV coverage to protect the asset;

    - Appraisals of the likely visual impacts of the scheme on the surroundings; and

    - A comprehensive design and access statement to support the scheme.

8. Planning Committee will consider the planning application at the committee meeting of 15th May 2019. From the report to planning committee on this matter published on the 9th May it is noted that, if permission is granted it will have a series of standard and bespoke conditions attached.

9. In particular, these conditions will be aimed at ensuring the safe construction of the solar farm in the context of the capped landfill site, and protecting and enhancing the ecological environment in the long term:

- A construction management plan will be required in order to ensure that the landfill cap is protected. This will require that none of the equipment on the site relies on drilled or penetrative ground fixings. All solar panels will therefore need to be ground mounted using heavy ballasted, concrete sleeper type footings.

- An ecological management plan will also be required. This will require the translocation of protected reptiles prior to construction, and the creation and maintenance of improved habitats and refugia for them to return to on the site after construction. It will also impose a very tight development window to avoid important seasons for reptile hibernation, overwintering birds and ground nesting birds. This tight development window is one of the key constraints for the solar farm and means that major construction works will need to be complete by early October 19.

10. The production of the planning application also highlighted some other associated benefits of the scheme. In particular, the technical layout and design exercise identified that the Solar Farm could realise a potential of 8.5MW to 9MW capacity which is larger than the 7.5MW capacity modelled for the OBC stage. This increase in capacity is due to an improved layout following detailed site investigations, and the ever improving efficiency of solar panel technology. The general land take therefore remains similar to that proposed at the OBC stage.

11. Another associated benefit is that the security fencing proposed around the site will allow public access to the track between the solar farm and the estuary edge of the site. In due course, this will enable the completion of the Wales Coastal Path in this area, which currently diverts inland around the Lamby Way Waste site.

Private Wire Offtake

12. As discussed in the June 18 Cabinet report, the Council had extensive dialogue with an organisation based near to the solar farm site which is interested in receiving power directly generated by the solar farm through a “private wire” arrangement. (The “Private Wire” is a dedicated high voltage cable connection to be constructed between the solar farm and the customer’s site.) A Memorandum of Understanding between the Council and this organisation outlining the interest was signed at that time.

13. Following the approval of the OBC in June 18 the two parties entered into more detailed negotiation and the Council has now agreed a draft “Power Purchase Agreement” (PPA) with the customer, Dwr Cymru/Welsh Water. This PPA will be finalised, signed and sealed following Cabinet approval of the scheme.

14. The PPA fixes an energy sale price per kilowatt hour, index linked, and for a confirmed supply period of 20 years.

15. This arrangement benefits both parties. The energy sale price from the Council's perspective is significantly higher than could be achieved through direct sale to the National Grid. Similarly, the energy purchase price, from the perspective of the private wire customer, is significantly lower than tariffs they could achieve through National Grid distributed energy sales. This is made possible because the energy distributed through the private wire will not be subject to the usual pass-through charges and taxes applicable to National Grid distributed energy which now make up over 50% of total electricity tariffs.

16. As well as improving the business case for the solar farm, and reducing the operational costs for the customer, this arrangement also helps to reduce the customer's fossil fuel consumption and carbon emissions at their site. It also brings them significantly closer to their ambition of being supplied by 100% renewable power at the Rover Way Waste Water Treatment Works, which in itself is a positive carbon reduction and climate change mitigation for Cardiff as a whole.

Procurement

17. The Public Contracts Regulations 2015 applied to the procurement of the contract. The Council utilised the open procedure. Detailed tender documentation (including (without limitation) the Specification, contract, pricing information, and the evaluation methodology) was developed for the procurement of the Design and Build "Energy Performance Contract" (EPC) of the Solar Farm.

18. The bespoke EPC contract incorporates requirements for both construction and operational power performance, and includes a series of staged performance tests to verify, certify and guarantee this performance.

19. The contract requires this performance testing and certification to be quality controlled by an independent Engineer. The contractor will also need to achieve all necessary regulatory sign-off, including in relation to electrical connection and safety.

20. The tender opportunity was widely publicised to the market through Sell to Wales and other relevant networks. The procurement process invited bidders to submit fully costed proposals for the development of the Solar Farm. It required bidders to firstly prove their competence and track record in delivering solar schemes of this nature. This part of the selection stage looked at past performance in order to assess bidders' technical and professional ability, and their financial and economic standing. Those that passed this initial test were then, in very broad summary, required to:

    - Set out a comprehensive **solar farm design** for the site, based on the detail developed for the planning application, but with opportunities for improvement if possible;

- Identify the precise **equipment** to be used and specify it's expected energy generation **performance** as well as detailing its **warranty** and **maintenance costs;**

- Set out a **guaranteed minimum generation** performance achieved by their proposal, to be embedded in the contract; and

- Facilitate and adhere to a series of formal testing periods to provide **proof of performance** and general regulatory compliance**.**

21. Bids were evaluated by taking these elements of construction cost, operational cost and energy production performance to derive a single "*levelised cost of energy*" measure for each bid. In this way a wide range of potential designs, components and outputs from different bidders could be measured and assessed on an equal, fair and transparent basis. The evaluation also included a "reliability" score which was based on the Bidders' various system guarantees and fault fixing deadlines.

22. Alongside these Cost and Reliability factors a range of Quality measures was also assessed. Bidders were asked to provide details on:

    - **Design quality**, justifying their equipment choices and layout design;

    - Their **construction programme**, ensuring delivery within the tight construction windows required by the ecology conditions and whilst also protecting the landfill cap and complying with the planning consent;

    - Their **mobilization programme**, showing how they would address and deliver the various pre-construction requirements and conditions;

    - Their **Health and Safety plan**, both in general terms and in the context of the particular ecological, pollution, geotechnical and electrical sensitivities of the site;

    - Their proposals for the **Operation and Maintenance** of the site during its first two years of life and during which the various performance guarantees will be tested and certified; and,

    - An assessment of what **Social Value** their proposals could bring, for example in the context of education and training opportunities and local employment and supply chain support.

23. Each of these items received a weighted score based on a set and transparent evaluation methodology. These Quality scores were then added to the Cost and Reliability scores for each bid and these total bidder scores were ranked. The highest ranking bidder was then identified as the preferred contractor.

24. A total of 5 complete bids were submitted for evaluation following the open OJEU process, of which 4 were considered to be technically compliant and were then fully assessed. The preferred bidder's proposal will deliver a solar farm of 8.99MW.

25. A second, separate procurement exercise was also undertaken for the construction of the **private wire** element of the scheme. This was a much simpler process where the Council used the South East & Mid Wales Civil Engineering and Highways Framework to access pre-qualified Civil Engineering contractors under pre-defined contractual terms and conditions. This is also a Design and Build contract with the contractor responsible for securing necessary permissions, consents and certificates for their detailed proposal and with Council quality control in place. The preferred contractor's outline price includes substantial uplifts for some of the local risks in this part of the project, including contaminated land, directional drilling, and security. This "ceiling" price is included in the costings but may decrease following further detailing and negotiation.

Operation and Maintenance Period

26. The Design and Build EPC contract requires the contractor to carry out all Operation and Maintenance (O&M) activities at the Solar Farm for the first two years of operation. This is to ensure that the Solar Farm performs to its expected guaranteed standards, that its commissioning, testing and certification period is completed successfully, and that other ongoing site and planning requirements, including the ecological management plan, are met. During this initial two year period the contractor will also be required to develop a full Operation and Maintenance Handbook detailing all actions necessary to keep the solar farm compliant and safe and performing to its agreed standards.

27. This Handbook will be used to set a specification for a much longer Operate and Maintain contract which will be advertised towards the end of the Design and Build contract's 2 year compliance phase and prior to final hand-over.

Full Business Case Summary

28. The appendix to this report contains the Final Business Case for the Lamby Way Solar Farm. This uses the same methodology employed at the Outline Business Case stage but with size, cost and performance estimates now replaced with the actual, fixed and guaranteed costs and performance derived from the procurement process.

29. As noted in the June 18 cabinet Report, much of the equipment needed for the construction of the solar farm will come from Europe. As exchange rates have been fluctuating in recent months, largely due to the uncertainties around Brexit, the tender Price Schedule gave bidders the option of pricing in sterling or Euros for modules, inverters and mounting structures. Instructions were also given on converting the Euros to sterling for the purpose of evaluation. This strategy was selected in order to provide a consistent price basis for evaluation. There is a chance that exchange rates will fluctuate again between the date of this report and final contract signing. The recommendation is written 'subject to' the caveat that the contract will not be concluded if any such fluctuation adversely affects the business case.

30. The proposal depends on 5MW of the generating capacity being supplied through the private wire, with residual capacity supplied to the national grid through the connection at the site.

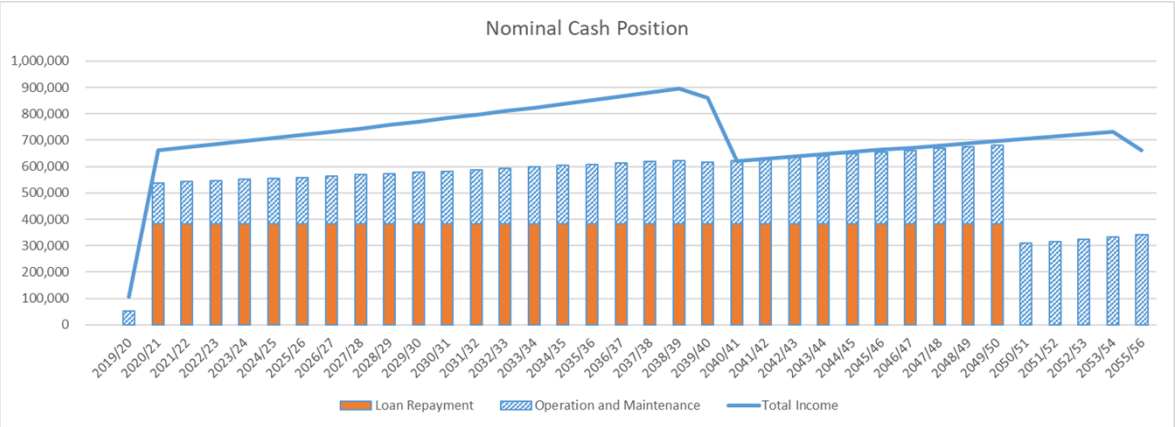
31. The business case looks at the total development costs and total income capacity of the scheme across a 35 year lifespan. This is a reasonable economic life-time assumption for solar schemes provided that routine maintenance and planned component upgrade (costs for which are included in the scheme's model and contract) occurs across this period.

32. The period for the "Invest to Save" capital financing loan would be 30 years. The only estimated cost that remains in this model is that associated to the longer term Operation and Maintenance costs beyond the initial 2 year compliance phase. The costs that have been included, however, are thought to be well researched and cautious and are now also informed by the actual costs shown for these elements in the initial 2 years of O&M. Finance colleagues have assisted in reviewing the business case

33. The table below gives headline costs and benefits of the procured scheme for the 8.9MW proposal, compared to the estimates reported in the Outline Business case which assumed a 7.5MW scheme. The costs shown are "nominal" which includes for the effects of inflation.

Business Case Summary	Outline Business Case (June 18)	Full Business Case (May 19)
Total Costs (Including initial development costs, Operation and Maintenance, and Loan interest over 30 years)	£14.9m	£16.3m
Total Income (Private wire (20 years) + Direct grid sale (residual for 20 years, 100% for remaining life))	**£21.2m**	**£25.8m**

34. The graph below summarises the nominal cash position (i.e. including projected inflation) over the anticipated lifetime of the project. It shows that income clearly covers the cost of loan repayment, operation and maintenance with some additional headroom. The dip in income towards the latter years of the model reflects the end of the 20 year private wire arrangement. There would clearly be scope to renegotiate and extend this at the appropriate time though this opportunity is not modelled here.



Project Programme

35. The preferred contractor has set out a detailed project delivery timetable with a range of key performance deadlines and a performance testing schedule. This timetable and its various compliance requirements will be embedded into the contract.

36. A very broad summary of this timetable is shown in the table below.

Programme Summary	
Commence procurement of contractors	April 19
Appoint contractors (subject to Cabinet approval)	May 19
Sign Power Purchase Agreement with Welsh Water	May 19
Ecological site preparation and reptile translocation	May - July 19
D&B contract mobilization phase (equipment purchase & delivery, pre commencement conditions etc)	May - July 19
D&B construction period	July – Oct 19
Private wire construction period	July – Nov 19
Initial connection and commissioning	Nov 19
O&M, testing, certification and performance	Nov 19 – Nov 21
Final Certification	Nov 21
Long term O&M contract	……From Nov 21

Conclusion and Recommendations

37. The detailed proposals now produced for an 8.9MW Lamby Way Solar Farm Scheme include a detailed and achievable design performance and a construction programme that ensures that the important ecological assets at the site are protected. The Design and Build EPC contract has been drafted to contain a series of guaranteed performance measures to ensure that the solar farm operates as expected and to protect the Council's investment. The subsequent procurement exercise has delivered an affordable invest-to-save proposition for delivery of the Lamby Way Solar Farm which contains prudent assumptions.

38. Once complete, the scheme will generate clean, renewable energy over a 35 year period, providing an environmental and economic benefit on a site that would be otherwise difficult to develop.

39. The solar farm's average annual generation will be roughly equivalent to the energy consumed by 2,900 average homes. It will offset 2,972 tonnes of CO2 emissions p/a and help the city's key waste water treatment works to reach its goal of being supplied by 100% renewable power. It will also mark a significant and short term action in respect of the Climate Emergency recently declared at national and local level.

40. Subject to the granting of Planning Consent for the scheme at the 15th May Planning Committee, it is recommended that Cabinet approve the FBC described in this report and delegate authority to the Director of Planning, Transport and Environment to sign and authorise the Design & Build EPC, Private Wire contract, and Power Purchase Agreements required to deliver the Solar Farm.

41. In the event that Planning Consent is not granted, it is recommended that the project be reviewed in light of any reasons for refusal and, where feasible, restructured to address any concerns with the intention of re-submitting for approval and implementation at a later date in 2020, supported by a new procurement process.

Local Member consultation

42. Local members have been briefed on the scheme. They were generally supportive but highlighted the need to consider the local impacts and opportunities arising from the proposal as it progressed through the Planning process. In particular they were keen to maximise the potential for protecting and enhancing local biodiversity and amenity value in the area.

Reason for Recommendations

43. To approve the final price and invest-to-save capital sum based on the outcome of the formal procurement process (subject to any adverse Foreign Exchange Rate fluctuations) and subject to the granting of planning consent to provide authority to proceed with the scheme

Financial Implications

44. The Solar Farm is a long term invest to save facility project which is projected to be self-financing as well as delivering long term financial benefits to the Council in addition to the significant carbon reduction benefits highlighted in the report.

45. The programme for the Solar Farm is heavily influenced by ecological factors and is very tight. The risk remains that any slippage in the appointment of the contractor, for example in contract signature, or delays in the contractor completing the work may cause a delay in the site becoming operational. As a result of the ecological restrictions it may not be possible to return to site for a period of 6-9 months with the corresponding loss of income that this would involve.

46. The financial evaluation has been undertaken in Sterling but it is recognised that a significant amount of the equipment for the Solar Farm will be purchased in euros. A fixed exchange rate of £1:€1.15 was used to convert the bidders euro costs to sterling. Actual foreign exchange rates will not be fixed until contract signature so this element of the contract cost may change up until this point.

47. The Solar Farm is a long term project with an operational life expected to be in excess of 30 years. The starting price for electricity exported to the grid and its indexation assumptions are considered to be prudent but the impact of price volatility for this commodity will be a risk for this project. Compared to the OBC this risk is mitigated to a degree by the additional generation of electricity in moving from a 7.5Mw to a c9Mw solar farm arising from the improved design and the on-going improvements in panel efficiency compared to the position reported in the OBC.

48. Final tender returns are still to be confirmed for the Private Wire Contractor and although the Technical Advisors consider that the provision in the FBC is reasonable the risk remains that the actual contract sum may exceed this provision.

49. As a consequence of the increased electricity generation of the Solar Farm compared with the OBC the quantum of expenditure in the FBC also exceeds the costs identified in the OBC, and included in the Councils 2019/20 Capital Programme. The mitigation to the additional expenditure is it is exceeded by the additional income generated through the enhanced size of the solar farm.

Legal Implications (including Equality Impact Assessment where appropriate)

50. External legal advice was provided on the procurement, and terms and conditions of the Design and Build "Energy Performance Contract" (EPC). The external advisers comment as follows:

- *Procurement*

  The procurement process undertaken by the Council, in order to procure the contract for the design and build (and operation and maintenance) of the Solar Farm at Lamby Way, has been conducted in compliance with the Public Contracts Regulations 2015.

  The Council utilised the open procedure. The processes and procedures described within the project documentation reflect the requirements placed on the Council when utilising the open procedure.

  In terms of the treatment of and communication with bidders and in drafting the procurement documentation, the Council has complied with the principles of procurement (acting transparently, equal treatment of bidders, not discriminating or distorting competition, and acting in a proportionate manner). The principles of

procurement are defined in regulation 18 of the Public Contracts Regulations 2015.

When conducting an open procedure, the procurement regulations allow for clarification of tenders - dialogue and negotiation with bidders is not permitted when using this procedure. The Council has complied with this requirement. Further, all clarification questions received from bidders have been responded to in the manner provided for within the Invitation to Tender, which further ensures legal compliance.

The selection and contract award criteria applied to the tender submissions in order to identify the proposed successful tenderer, was prepared in accordance with the provisions of the Public Contracts Regulations 2015. The selection and contract award criteria have been properly and appropriately applied to all tender submissions received in response to the Council's call for tenders.

- *To date, the procurement process has been conducted in a legally compliant manner which mitigates the risk of a successful challenge for breach of the Public Contracts Regulations 2015. Terms and Conditions*

  The terms and conditions of contract are based on two bespoke forms of contract, (1) EPC and (2) O&M. The intention is for the successful contractor to enter into the EPC with an option (at the sole discretion of the Council) for the successful contractor to be appointed to provide operation and maintenance services for a two year period from completion of the works. We are instructed that this is the preferred approach as the aim is to procure a general O&M contractor to service a number of sites once the two year period has expired. Given that the EPC contains testing provisions which continue for two years after completion of the works, we are instructed that use of the same contractor to carry out the O&M services during this time represents better value for money.

  It should be noted that both contracts contain caps on liability. The Council has been advised by its technical advisor that these caps are essential.

The EPC

As mentioned above the EPC is a bespoke form of contract. We were instructed to proceed on the basis of a bespoke form of contract on the basis of technical advice provided to the Council that the market will respond more favourable to the proposed terms rather than using amended standard forms of contract such as JCT or NEC.

In general terms the EPC contains terms that are typical of a local authority entering into a contract. For example, the EPC contains the following terms:

- *a requirement to provide a security package (performance bond or parent company guarantee will be available);*

- *site condition risk and full design responsibility, being placed on the contractor*

- *that the contractor will carry out the works with the reasonable skill and care expected of contractor carrying out a project of this nature.*

- *royalty free copyright licence in respect of all documents prepared by the contractor*

- *favourable termination provisions (including breaches / abuse of the procurement process)*

- *scope to suspend the works or terminate should the window for carry out the works imposed by the ecology conditions relating the works be breached*

- *provision of liquidated damages for delay and low performance (linked to a testing schedule).*

- *the usual Welsh Language, Freedom of Information, Wellbeing of Future Generations Act, Modern Slavery, Anti Bribery and GDPR clause*

However, there are certain clauses which pose a risk to the Council, namely:

- *Given the technical nature of the project, the EPC is heavily reliant on the quality of the technical / site specific information contained within the ITT and the Owners Requirements / Specification document. The Council has mitigated this risk by appointing a technical advisor to prepare and advise on these elements;*

- *The form of contract requires a sector specialist to administer the contract on behalf of the Council. The Council intends to mitigate this risk by appointing a specialist to carry out this role.*

- *Council has responsibility for procuring the elements of the works and tests which relate to the grid connection works. We are instructed that the Council will programme these elements to relate to the successful contractor's programme to mitigate the risk of delay;*

- *The payment mechanism is based on milestone payments rather than monthly valuations for work done to date. The effect of the milestones is to give the successful contractor a significant level of advanced payments. The Council has taken this approach on advice from its technical advisor that stated this payment approach was essential to ensure that it is recognisable to the market. The technical advisor also advised that the initial payment should be made within 24 hours to secure necessary equipment*

without the benefit of an advance payment bond. The Council has taken steps to mitigate the risk of making in effect payment "for nothing" by requesting receipted invoices in return for the swift payment;

- *There is no ability to hold a retention against payments due. Retentions are usual in construction projects, however, the Council has been advised by its technical advisor that retention payments will restrict interest from the market.*

The O&M Contract

As above the O&M Contract is a bespoke form of contract. Given the nature of the services being provided it is typical to see a bespoke form of contract. In order to enter into the O&M Contract the Council must issue a notice to proceed in the form appended to the EPC. The effect of this document is to make entering into the O&M at the sole discretion of the Council.

Again the O&M contains clauses typical for a project of this size and nature (examples as above in relation to the EPC).

The risks with the O&M are that:

- *it heavily relies on the requirements of the technical documents. This has been mitigated by the appointment of a technical advisor; and*

- *The liquidated damages relate to availability only. The technical advisor advised the Council that it could rely on the damages available under the EPC and as such damages relating to performance are not required.*

Given the liquidated damages point above and the inter-relation with the EPC it should be noted that the O&M is only suitable for use in relation to this specific project with its specific requirements. The O&M is not suitable for use where a separate contractor is appointed or a longer term O&M contract is anticipated.

51. As set out in the body of the report (paragraphs 24 and 25) the Design and Build EPC contract requires the contractor to carry out all Operation and Maintenance (O&M) activities at the Solar Farm for the first two years of operation. After this two year period a further procurement exercise will be carried out to procure a contractor to carry out the subsequent operation and maintenance of the facility. There is therefore a potential risk as regards being able to secure a future operator and the price attached to the same. Legal Services are instructed that the client service area is confident, that there is sufficient market provision to ensure a supplier and competitive price.

52. The terms of the proposed power purchase agreement are still to be finalised and subject to on going negotiation. Accordingly the recommendations seek that delegated authority be granted to the

Director to finalise the terms of this agreement and the other proposed contractual arrangements. No contract should be concluded until the terms of all relevant agreements have been agreed and until the 'call - in period' in respect of this decision has expired.

53. At the time of writing the report the related planning application has yet to be determined by the Council's planning committee. Accordingly the recommendations to this report are written in the alternative. If planning permission is not granted then the proposals set out in this report will need to be reconsidered, as provided in the second recommendation.

Generic advice

54. In considering the matters set out in this report regard should be had, amongst other things, to:

(a) The Welsh Language (Wales) Measure 2011 and the Welsh Language Standards,
(b) Public sector duties under the Equalities Act 2010 (including specific Welsh public sector duties).Pursuant to these legal duties Councils must in making decisions have due regard to the need to (1) eliminate unlawful discrimination, (2) advance equality of opportunity and (3) foster good relations on the basis of protected characteristics. Protected characteristics are : a. Age; b. Gender reassignment; c. Sex; d. Race – including ethnic or national origin, colour or nationality; e. Disability; f. Pregnancy and maternity; g. Marriage and civil partnership; h. Sexual orientation; I. Religion or belief – including lack of belief
(c) The Social Services and Well -Being (Wales) Act 2014 and
(d) The Well - Being of Future Generations (Wales) Act 2015

Well Being of Future Generations (Wales) Act 2015

55. The Well-Being of Future Generations (Wales) Act 2015 ('the Act') places a 'well-being duty' on public bodies aimed at achieving 7 national well-being goals for Wales - a Wales that is prosperous, resilient, healthier, more equal, has cohesive communities, a vibrant culture and thriving Welsh language, and is globally responsible.

56. In discharging its duties under the Act, the Council has set and published well being objectives designed to maximise its contribution to achieving the national well - being goals. The well - being objectives are set out in Cardiff's Corporate Plan 2019-22:

http://cmsprd.cardiff.gov.uk/ENG/Your-Council/Strategies-plans-and-policies/Corporate-Plan/Documents/Corporate%20Plan%202018-21.pdf

57. When exercising its functions, the Council is required to take all reasonable steps to meet its well being objectives. This means that the decision makers should consider how the proposed decision will contribute towards meeting the well being objectives and must be satisfied that all reasonable steps have been taken to meet those objectives.

58. The well being duty also requires the Council to act in accordance with a 'sustainable development principle'. This principle requires the Council to act in a way which seeks to ensure that the needs of the present are met without compromising the ability of future generations to meet their own needs. Put simply, this means that Council decision makers must take account of the impact of their decisions on people living their lives in Wales in the future. In doing so, the Council must:

- Look to the long term
- Focus on prevention by understanding the root causes of problems
- Deliver an integrated approach to achieving the 7 national well-being goals
- Work in collaboration with others to find shared sustainable solutions
- Involve people from all sections of the community in the decisions which affect them

59. The decision maker must be satisfied that the proposed decision accords with the principles above; and due regard must be given to the Statutory Guidance issued by the Welsh Ministers, which is accessible using the link below: http://gov.wales/topics/people-and-communities/people/future-generations-act/statutory-guidance/?lang=en

HR Implications

60. There are no HR implications for this report.

RECOMMENDATIONS

Subject to:

i) the granting of Planning Consent for the scheme at the 15th May Planning Committee; and

ii) the contract price, at the date of the proposed contractual conclusion, remaining within the assumptions as set out in the FBC

it is recommended that Cabinet approve the FBC described in this report and delegate authority to the Director of Planning, Transport and Environment to finalise and conclude the Design & Build EPC, Private Wire contract, and Power Purchase Agreements required to deliver the Solar Farm and to deal with all ancillary matters relating to the scheme.

In the event that Planning Consent for the scheme is not granted at the 15th May Planning Committee, it is recommended that the project be reviewed in light of any reasons for refusal and, where feasible, restructured to address any concerns with the intention of re-submitting for approval and implementation at a later date in 2020.

SENIOR RESPONSIBLE OFFICER	**ANDREW GREGORY** Director of Planning, Transport & Environment
	12 April 2019