

INDOOR ARENA FULL BUSINESS CASE: PRE-DECISION SCRUTINY

Appendices 2 -7 inclusive of the report to Cabinet, attached at Appendix A, are not for publication as they contain exempt information of the description contained in paragraphs 14 and 16 of Part 4 of Schedule 12A of the Local Government Act 1972. It is viewed that, in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

Purpose of the Report

1. To give Members background information to aid scrutiny of the report to Cabinet on the Indoor Arena Full Business Case, attached at **Appendix A**, due to be considered by Cabinet at their meeting on 23 September 2021.
2. Members should note that **Appendices 2 -7** are exempt from publication. Members are requested to keep this information confidential, in line with their responsibilities as set out in the Members Code of Conduct and the Cardiff Undertaking for Councillors.

Scope of Scrutiny

3. At their meeting on 23 September 2021, the Cabinet will consider a report that formally appoints the Live Nation consortium as the successful bidder and seeks:
 - i. approval of the Full Business Case for delivery of the Indoor Arena and replacement Travelodge Hotel
 - ii. approval for the appropriation of land for planning purposes required for the delivery of the Indoor Arena
 - iii. in principle authority to make a Compulsory Purchase Order to acquire land to facilitate the delivery of the Indoor Arena and wider Atlantic Wharf masterplan
 - iv. approval for the delivery of an enabling works package

- v. approval for the extension of the Council's cost underwrite.
4. During this scrutiny, Members have the opportunity to explore:
- i. The full business case
 - ii. The rationale for the appropriation of land
 - iii. The reasons for the proposed Compulsory Purchase Order
 - iv. Costs to the Council
 - v. Whether there are any risks to the Council and how these will be mitigated, including
 - i. Whether the Council can meet its existing obligations, re land appropriation
 - ii. Whether the Council can meet the obligations set out in Conditions Precedent
 - iii. Whether the Council can meet the obligations arising from Contract Award
 - iv. Whether the Council will realise the capital receipts required to fund their Capital Contribution
 - v. The risks resulting from the Council investment being front-loaded
 - vi. How risks will be monitored and managed moving forward
 - vii. The impact of the award of contract on the Council's investment in the Red Dragon Centre
 - vi. The financial and legal implications
 - vii. The timeline and next steps for delivering the indoor arena project
 - viii. The recommendations to Cabinet.

Structure of the meeting

5. The Chair will move that this item be considered in two parts: an open session, where Members will be able to ask questions on the issues and papers that are in the public domain; and a closed session, where members of the public will be excluded, where Members can ask questions that pertain to **Appendices 2-7**.

6. Members will hear from Councillor Russell Goodway (Cabinet Member – Investment and Development), Neil Hanratty (Director of Economic Development), and Chris Barnett (Operational Manager – Major Projects) will attend. Members will be able to ask questions to the panel of witnesses.
7. Members will then be able to decide what comments, observations or recommendations they wish to pass on to the Cabinet for their consideration prior to making their decisions.

Background

8. In **July 2017**, the Council's new Administration set out a policy programme and associated delivery commitments entitled 'Capital Ambition', which included a commitment to:
'Prioritise the delivery of a new Multi-Purpose Indoor Arena in the best possible location to ensure it can attract premier national and international events.'
9. At their meeting on **15 February 2018**, Cabinet approved the selection of the Atlantic Wharf site as the preferred location for the indoor arena project. Atlantic Wharf consists of the County Hall site, owned by Cardiff Council, and the Red Dragon Centre, owned by British Airways Pension Fund.
10. At their meeting on **15 November 2018**, the Cabinet resolved to meet the Council's due diligence costs and to underwrite the design and pre-development costs incurred by the Developer and Landowner. Cabinet also resolved that independent advisors be procured to provide necessary support for the project.
11. In **February 2019**, as part of the budget setting process, Council approved an affordability envelope in the Council's Medium Term Financial Plan to support delivery of a new Indoor Arena including financial provision for the acquisition of the Red Dragon Centre site in the current budget.
12. At their meeting on **11 July 2019**, the Cabinet noted the preliminary due diligence set out in the appendices to the report, and delegated authority to:

- i. enter into a Memorandum of Understanding relating to the acquisition of the Red Dragon Centre site
- ii. deal with all aspects of the procurement of a developer/operator consortium for delivery of the new Indoor Arena subject to the approval of the preferred bidder by Cabinet at a later meeting.
- iii. commission an independent review of the Full Business Case, including the implications of any land assembly requirements, to be presented back to Cabinet as part of its consideration of the Full Business Case in due course.

13. At their meeting on **19 December 2019**, the Cabinet approved:

- i. the proposed procurement strategy
- ii. the new financial strategy for the Indoor Arena, which is within the financial envelope approved by Council in February 2019
- iii. the acquisition of the Red Dragon Centre
- iv. delegated authority to the Director Economic Development to acquire other land associated with the Indoor Arena development.

14. At their meeting on **26 November 2020**, the Cabinet approved Live Nation as the preferred bidder developer/ operator consortium and agreed to enter into a Pre-Contract Service Agreement. Cabinet also delegated authority to the Director of Economic Development in consultation with the Cabinet Member for Investment & Development to:

- i. negotiate Heads of Terms with the Preferred Bidder in relation to the Development Agreement
- ii. complete land acquisitions including the negotiation and completion of the Agreement with ABP to release the restrictive covenant and permit the Arena to be built adjacent to the dock feeder and the acquisition of the freehold interest in the former Pizza Hut site on Hemingway Road
- iii. negotiate terms with Travelodge and to return to Cabinet for approval of an Agreement for Lease, or as necessary, serve notice on Travelodge to avoid Compulsory Purchase Order implications at the break date.

Report to Cabinet

15. The report to Cabinet is attached at **Confidential Appendix A** and has eight appendices:

- **Appendix 1** - Overview of the Procurement Process
- **Confidential Appendix 2** - Full Business Case
- **Confidential Appendix 3** - Condition Precedents
- **Confidential Appendix 4** - Land Strategy Report
- **Confidential Appendix 5** - Legal Suite
- **Confidential Appendix 6** - Financial Report
- **Confidential Appendix 7** - Legal Advice
- **Appendix 8** - Land Appropriation

16. The report to Cabinet is split into the following sections:

- i. Points 12 – 17 – progress since November 2020
- ii. Points 18 – 25 – overview of issues
- iii. Points 26 – 28 – Contract Award
- iv. Points 29 – 44 - Conditions Precedent, including
 - i. Land Strategy
 - ii. Car Parking Provision
 - iii. Associated British Ports Covenant
 - iv. Travelodge Hotel
- v. Points 45- 50 - Alternative Funding Instrument
- vi. Points 51 – 52 – Contractual Suite
- vii. Points 53- 55 – Enabling Works
- viii. Points 56 - 61 – Covid 19 Pandemic
- ix. Point 62 – Financial Diligence
- x. Points 63 – 64 – Programme and Next Steps.

17. **Points 12-17** set out the progress made since November 2020, including:

- i. RIBA Stage 2 design, ready for submission of a planning application in October 2021
- ii. Pre-Application consultation on planning application, covering the Arena in detail and the wider masterplan in outline
- iii. Development of detailed costs, reviewed by cost consultants

- iv. Preparation of full suite of legal documents required to enter a contract at financial close, including the Development and Funding Agreement for Lease and the Lease, which are substantially agreed
- v. Agreement of terms to acquire land interests from Welsh Government, Taylor Wimpey and Carillion
- vi. Full Business Case confirming that the Indoor Arena is deliverable within the financial envelope established by the Council.

18. At **point 15**, the report to Cabinet highlights the proposed change from an Income Strip approach to financial delivery of the project to the council funding the project through direct Council funding. Details are set out in the Financial Report attached as **Confidential Appendix 6**.

19. **Point 19** sets out that 4 months has been added to the completion time for the Indoor Arena, due to dealing with cost increases caused by supply chain issues.

20. **Points 20-23** set out the need to 'stop up' Schooner Way, utilising the County Hall car park spine road as a controlled access route. There are associated land assembly issues, resulting in the Arena redline boundary shifting 3m to the south and 2m to the east to avoid build-over rights and the possibility the Council may need to use Compulsory Purchase Order powers to acquire two small parcels of land. These issues have resulted in some additional unforeseen costs and additional enabling works and the extension of the construction works by six months to circa 32 months. It is therefore proposed to extend the length of lease from 45 years (2+43) to 46 years (3+43).

21. **Points 24-28** set out the existing obligations of the Council, including appropriating required land once planning permission is secured, and that obligations will follow if the Cabinet approves contract award and therefore enters into a Development Agreement. **Point 25** states that '*Cabinet will need to be satisfied that the obligations can be achieved so as to avoid any potential abortive costs.*' Once the conditions are met, the Council will grant a lease to the Live Nation consortium. If conditions are not met because of '*the Council's failure to satisfy the Restrictive Covenant Condition, Site Assembly Condition, Car Park*

Condition, [submit the relevant Highways Application/ obtain the relevant Highways Orders,] or because the planning permission is not granted due to a reason relating to the Masterplan development (rather than the Arena application) then the Council will be required to pay the Live Nation consortium's costs up to a pre-agreed cap' (Point 27).

22. **Point 28** directs Cabinet to paragraph 9 of Confidential Appendix 7, the legal advice, which sets out several considerations arising from contract award decision that Cabinet should consider.

23. **Points 29 – 44** set out the Conditions Precedent, including Land Strategy, Car Parking Provision, Associated British Ports Covenant and Travelodge Hotel. The main points to note are:

- i. The Land Strategy is set out in Confidential Appendix 4.
- ii. The Council may use Compulsory Purchase Order (CPO) powers to acquire an Outstanding Parcel of land if it cannot be acquired by agreement. The outstanding parcel of land is required to provide public realm to facilitate the regeneration of the area surrounding the Arena. A further report to Cabinet would be required to seek approval for the CPO, if one is needed.
- iii. The obligation to retain a minimum 1,300 car parking spaces is addressed by Cabinet authority, granted in July 2001 as part of the Atlantic Wharf update report, to progress a Full Business Case for a proposed new Multi-Storey Car Park.
- iv. The Council has agreed Heads of Terms with Associated British Ports (APB) and these were incorporated into a binding agreement, exchanged 11 February 2021
- v. The break date with Travelodge has been extended to allow negotiations to be concluded, with dialogue continuing with the Live Nation consortium regarding the delivery of a new Travelodge Hotel as part of the Arena development.

24. **Points 45-50** set out an overview of the reasons for the proposed Alternative Funding Instrument, with further details contained within Confidential Appendix 6. The report to Cabinet states this will secure a more optimum funding approach.
25. **Points 51-52** set out there is a reduction in the number of contractual documents required because of the proposal to utilise an alternative funding instrument. Further details are contained in Confidential Appendix 5.
26. **Points 53-55** state the need to carry out enabling works at and around the site for the Indoor Arena and replacement Travelodge hotel, with further details set out in Confidential Appendix 2.
27. **Points 56-61** set out that despite the full shutdown of the live entertainment industry in March 2020, there is confidence in the long-term resilience of the sector. The Live Nation consortium has provided a Parent Company Guarantee, which provides the Council with an additional level of security.
28. **Point 62** states that no significant issues were identified by the Council appointed independent advisors who undertook further financial due diligence. Further details are available in the Financial Implications section and in **Confidential Appendix 6**.
29. **Points 63-64** set out the indicative programme, anticipating the Arena will be open in 2025.

Financial Implications

30. **Points 66– 90** set out financial implications, split into the following sections:
- i. Full Business Case
 - ii. Revised Funding Strategy
 - iii. Council Capital Contribution
 - iv. Arena Affordability Envelope/ Project Costs
 - v. Conditions Precedent
 - vi. PCSA/ Development Agreement Underwrite
 - vii. Financial Due Diligence

- viii. Enabling Works
- ix. Compulsory Purchase Order
- x. RDC Investment Asset
- xi. Subsidy Control
- xii. Accounting and Tax implications
- xiii. Covid 19/ Brexit
- xiv. Linkages to other Council projects.

31. The financial implications highlight:

- i. The independent Full Business Case demonstrates an improvement in values achieved compared to anticipated values, with a positive return likely and overall long-term financial benefits projected to be higher than direct costs incurred by the Council.
- ii. There remains a financial risk as the majority of the Council investment is front-loaded.
- iii. A review of potential funding solutions, by the Council's independent Treasury Advisors, identified that the optimal funding solution was a 'direct funding' approach. Details of the associated risks and rewards as well as sensitivity analysis is included in Confidential Appendix 6.
- iv. The Council's Capital Strategy includes an allowance to enable the Council to 'direct fund' the Arena construction, subject to Cabinet approval of the Full Business Case.
- v. The maximum level of Council Capital Contribution was fixed as part of the bidders' final tender submissions. This contribution comes from capital receipts and borrowing. Some of the capital receipts are still to be realised. Any significant delays or non-realisation of these capital receipts is likely to have an adverse impact on the Council's ability to meet this level of proposed gap funding contribution.
- vi. Based on current projections it is anticipated the project can be delivered within the approved affordability envelope. Further details are set out within Confidential Appendix 6.
- vii. The Conditions Precedent obligate the Council to complete land acquisitions, release of covenants and deliver a new 1,300 space

Multi Storey Car Park by the date the Arena opens. Further details are set out in Confidential Appendix 3.

- viii. A further underwrite of costs is required to progress to the next stage of development and ensure the project remains deliverable and within the affordability envelope. These costs become development costs borne by Live Nation consortium and only become payable by the Council if the Council chooses not to proceed or is unable to meet its obligations.
- ix. Independent advisors have carried out further due diligence on the Live Nation consortium, with no issues identified, and have also highlighted some key risks for the Council to be aware of and monitor moving forward – further details are contained in Confidential Appendix 6.
- x. The costs from further enabling works are set out in Confidential Appendix 6.
- xi. The potential costs of a Compulsory Purchase Order are included within existing Arena budgets.
- xii. Cabinet is advised to note the financial implications, on the Council's investment in the Red Dragon Centre, of entering into a contract to deliver the Indoor Arena. These implications are set out in Confidential Appendix 6.
- xiii. The Council has taken independent legal advice, set out in Confidential Appendix 7, which demonstrates how the Council could satisfy subsidy control (previously state aid) requirements regarding the financial contribution towards the construction of the Arena.
- xiv. Initial VAT advice suggests that any Council capital contribution may be subject to VAT. Therefore, the Council has exercised an option to tax the whole site, allowing VAT recovery on any costs directly associated with interests in land granted. Further details are set out in Confidential Appendix 6.
- xv. Substantial market movements which increase the overall cost to deliver the Arena, such as those caused by the combination of Covid-19 and Brexit, could have negative effects on project affordability.

- xvi. It is critical that the interlinkages between the Indoor Arena, Atlantic Wharf masterplan, Heat Network, County Hall building, and the potential redevelopment of the Red Dragon Centre are understood, given the potential knock-on effects and implications each could have on other Council priority projects. The new Indoor Arena is regarded as the key anchor project and the first phase of the Atlantic Wharf regeneration proposals. Therefore, any decisions taken in this report may have a wider impact on viability of other Council priority projects.

Legal Implications

32. **Points 91 – 114** set out the legal implications, including those relating to procurement, state aid/ subsidy control, powers, and the overall legislative requirements.
33. Regarding procurement, detailed advice on the Preferred Bidder stage and Contract Award stage is provided in Confidential Appendix 7.
34. Regarding state aid/ subsidy control, a new set of rules described as subsidy control have been brought into force by the EU/ UK Trade and Co-operation Agreement, amplified and developed by the UK subsidy control bill still before Parliament. As these are new rules, there is limited guidance and no case law, increasing uncertainty. The legal implications state that, in their view, there is no subsidy as the Council is paying market price and letting the building on a market terms. The Detailed advice is set out in Confidential Appendix 6.
35. Regarding powers, the legal implications set out the relevant powers by which the Council can acquire land, acquire land compulsorily, contribute towards the expenses of provision of entertainment or premises suitable for entertainment, and invest. They also set out the need for the Council to:
- i. consider value for money, risks, rewards, and potential future liabilities and whether these are proportionate to securing the stated economic development objectives and thereby in the best interests of local taxpayers and residents

- ii. consider its duties with regard to the Equality Act 2010, the Well-Being of Future Generations (Wales) Act 2015, Welsh Language Measure (Wales) 2011 and Welsh Language Standards, and
- iii. comply with the Policy and Budgetary Framework.

36. At **point 106**, the legal implications highlight that there will be further refinement to the suite of legal documents but that *'this does not materially modify the essential aspects of the tender or the procurement and does not risk distorting competition or causing discrimination.'*

Property Implications

37. **Points 115-119** set out that Strategic Estates has prepared the relevant document to ratify the agreements with Travelodge and will continue to monitor closely. Regarding the outstanding parcel of land, Strategic Estates is continuing to negotiate and discuss with the owners to avert the need for a Compulsory Purchase Order.

38. **Point 119** sets out the requirement to make an additional payment 5 working days following submission of the planning application for development of an Arena on the Red Dragon Centre.

Proposed Recommendations to Cabinet

39. The report to Cabinet contains the following recommendations:

- (i) *Approve the Full Business Case for the new Indoor Arena as set out in Confidential Appendix 2*
- (ii) *Confirm the Live Nation consortium as the successful bidder to be the Council's partner to deliver and operate a new Indoor Arena and Travelodge Hotel at Atlantic Wharf, Butetown*
- (iii) *To note the legal advice mentioned at Paragraph 28 of this report and proceed with Option 1 as recommended at paragraph 9.10 of that advice*
- (iv) *Approve the legal documentation as detailed in Confidential Appendix 5 and delegate authority to the Director of Economic Development, in consultation with*

the Cabinet Member for Investment and Development, the Section 151 Officer and the Legal Officer to:

- (a) approve the final terms of the legal documentation as detailed in Confidential Appendix 4 and in so doing approve any amendments to the legal documentation approved here as may be necessary, for reasons including but not limited to ensuring consistency between them and finalising any outstanding areas*
 - (b) approve any further deeds and documents which are ancillary to the legal documents approved here, and*
 - (c) enter into all the necessary contractual documents associated with the delivery of the Arena.*
- (v) Note the obligations that will be placed on the Council to support the delivery of the new Indoor Arena as set out in the Conditions Precedent document attached as Confidential Appendix 3*
- (vi) Approve in principle for a Compulsory Purchase Order for the acquisition of land outside of the Arena demise to facilitate the delivery of the wider Arena site and Atlantic Wharf masterplan*
- (vii) Pursuant to powers under Section 122 of the Local Government Act 1972 and Section 227 Town and Country Planning Act 1990, to facilitate the redevelopment of the land for an Indoor Arena in accordance with the development described in this report, to:*
- (a) approve the appropriation of the land that is within the Council's ownership edged red on the plan at Appendix 8 to planning purposes as it is no longer required for its current purpose, and*
 - (b) delegate authority to the Director of Economic Development to take all steps necessary to appropriate to planning purposes:
 - (i) the land edged blue on the plan at Appendix 8 following the advertisement of all relevant public open space notices, and*
 - (i) the land edged red on the plan at Appendix 8 following the surrender of the lease to Travelodge and the transfer of ownership of this land back to the Council**
- (viii) Approve for delivery associated enabling works to deliver the Indoor Arena and Travelodge Hotel as described in more detail in Confidential Appendix 2 and the design development costs underwrite as detailed in Confidential Appendix 6.*

Previous Scrutiny

40. At this Committee's meeting on **5 October 2017**, Members:

- i. Supported proposals for a multi-purpose indoor arena, recognising the benefits that will accrue to the city region from increased footfall and enhanced infrastructure.
- ii. Highlighted it would be sensible to explore a range of funding options
- iii. Highlighted the business case for the indoor arena should clearly detail the likely impact the arena will have on other venues in the city region.

41. At their committee meeting on **13 February 2018**, Members highlighted¹:

- i. Members' initial support for the preferred location, subject to future consideration of additional information that will emerge from the overall business case and financial implications
- ii. The need for the arena proposals to include high quality, reliable and affordable public transport to avoid adding to congestion in Cardiff
- iii. Members wish to undertake further scrutiny of the delivery strategy, including the financial implications for the Council.

42. In addition, the Chair, Councillor Nigel Howells, sent a confidential letter to Councillor Russell Goodway, dated 14 February 2018, capturing the Committee's thoughts regarding the confidential information considered at the meeting. A copy of this letter was shared with Committee Members, who are reminded of the need to keep the contents of the letter confidential.

43. At their committee meeting on **8 November 2018**, Members highlighted²:

- i. Their support for the recommendations to Cabinet
- ii. That Members wish to be kept abreast of proposals for the Motorpoint site
- iii. That costs for design, pre-development work and independent consultants to undertake verification checks are necessary and appropriate

¹ Public Letter from Councillor Howells, Chair Economy & Culture Scrutiny Committee, to Councillor Goodway, Cabinet Member – Investment & Development, dated 14 February 2018.

² Public Letter from Councillor Howells, Chair Economy & Culture Scrutiny Committee, to Councillor Goodway, Cabinet Member – Investment & Development, dated 9 November 2018

- iv. Members would like to receive evidence of market testing to demonstrate the indoor arena development is able to hold its own against competitors.

44. The Chair, Councillor Nigel Howells, also sent a confidential letter to Councillor Russell Goodway, dated 9 November 2018, capturing the Committee's thoughts regarding the confidential information considered at the meeting. A copy of this letter was shared with Committee Members, who are reminded of the need to keep the contents of the letter confidential.
45. At their committee meeting on **4 July 2019**, Members scrutinised the report to Cabinet regarding the next steps in delivering the indoor arena. Following this, the Chair sent a confidential letter to Councillor Russell Goodway, dated 8 July 2019. A copy of this letter has been shared with Committee Members, who are reminded of the need to keep the contents of the letter confidential.
46. At their committee meeting on **17 December 2019**, Members scrutinised the report to Cabinet regarding the proposed procurement process and new financial strategy. Following this, the Chair sent a confidential letter to Councillor Russell Goodway, dated 18 December 2019; a response from Councillor Russell Goodway was received, dated 19 December 2019. Copies of these letters have been shared with Committee Members, who are reminded of the need to keep the contents of the letter confidential.
47. At their committee meeting on **16 November 2020**, Members scrutinised the next stage in the Indoor Arena procurement. Bevan Britten LLP were in attendance to answer Members' queries. Members explored how the preferred bidder would provide socio-economic benefits, and how these would be measured, as well as how they would complement the music ecosystem. Members also received assurance that it was believed the impact of covid-19 on the live events sector was short term, with pent-up demand building.
48. Following the meeting, the Chair, Councillor Howells, wrote a confidential letter to Councillor Goodway, Cabinet Member – Investment and Development, dated 23 November 2020. A response from Councillor Goodway was received, and both

letters have been circulated to committee members by email ahead of this meeting.

Way Forward

49. Councillor Russell Goodway (Cabinet Member – Investment and Development) will be invited to make a statement. Neil Hanratty (Director of Economic Development), and Chris Barnett (Operational Manager – Major Projects) will attend. Members will be able to ask questions to the panel of witnesses.

50. All Members are reminded of the need to maintain confidentiality with regard to the information provided in **Appendices 2-7**. Members will be invited to agree the meeting go into closed session to enable discussion of this information.

Legal Implications

51. The Scrutiny Committee is empowered to enquire, consider, review and recommend but not to make policy decisions. As the recommendations in this report are to consider and review matters, there are no direct legal implications. However, legal implications may arise if and when the matters under review are implemented with or without any modifications. Any report with recommendations for decision that goes to Cabinet/Council will set out any legal implications arising from those recommendations. All decisions taken by or on behalf of the Council must (a) be within the legal powers of the Council; (b) comply with any procedural requirement imposed by law; (c) be within the powers of the body or person exercising powers on behalf of the Council; (d) be undertaken in accordance with the procedural requirements imposed by the Council e.g. Scrutiny Procedure Rules; (e) be fully and properly informed; (f) be properly motivated; (g) be taken having regard to the Council's fiduciary duty to its taxpayers; and (h) be reasonable and proper in all the circumstances.

Financial Implications

52. The Scrutiny Committee is empowered to enquire, consider, review and recommend but not to make policy decisions. As the recommendations in this report are to consider and review matters, there are no direct financial

implications at this stage in relation to any of the work programme. However, financial implications may arise if and when the matters under review are implemented with or without any modifications. Any report with recommendations for decision that goes to Cabinet/Council will set out any financial implications arising from those recommendations.

RECOMMENDATION

The Committee is recommended to:

- i) Consider the information in this report, its appendices and the information presented at the meeting
- ii) Determine whether they would like to make any comments, observations, or recommendations to the Cabinet on this matter in time for its meeting on 23 September 2021, and
- iii) Decide the way forward for any future scrutiny of the issues discussed.

DAVINA FIORE

Director of Governance & Legal Services

14 September 2021