

**REPORT OF:** DIRECTOR OF PLACE  
**TO:** NELSON TOWN DEAL BOARD  
**DATES:** 19<sup>th</sup> May 2023

**Contact Details:** Sandra Farnell  
**Tel. No:** 01282 661053  
**E-mail:** sandra.farnell@pendle.gov.uk

**REVIEW OF THE TERMS OF REFERENCE AND OPERATING PRINCIPLES AND THE ANNUAL DELIVERY PLAN**

**PURPOSE OF REPORT**

To review the Terms of Reference and Operating Principles. Also, to note and approve the Terms of Reference for the Project Delivery Group.

**RECOMMENDATIONS**

That the Board:

1. Review and approve the Terms of Reference for the Town Deal Board and note the amended changes to the representation.
2. Note the Annual Delivery Plan for the 7 Nelson Town Deal Projects
3. Review and approve the Terms of Reference of the Project Delivery Group.

**REASONS FOR RECOMMENDATION**

1. To agree the Nelson Town Deal Board and Project Delivery Group Terms of Reference for the next 12 months.
2. For the Annual Delivery Plan to be presented with the delivery updates for each of the projects.

**ISSUE**

**Background**

1. The current Terms of Reference and Operating Principles for the Board state that an Annual Meeting should take place in February each year.

2. The Terms of Reference and Operating Principles should therefore now be reviewed. These are attached at Appendix 1.

### **Updates to Terms of Reference and Operating Principles**

3. A number of minor updates and changes are proposed and highlighted in red relating to the Board's membership and the appointment of officers. The changes reflect the current position of the Board in the Town Deal process and the support provided by the Council.

### **Board membership**

4. The Terms of Reference state that the Membership of the Board will be for an initial two year period from January 2020 and that all members of the Board, including the Chair and Vice-Chair, will be appointed or re-appointed at the next meeting after 1 February 2022 and subsequently every two years.
5. The next review of the Membership of the Board will take place in February 2024.
6. The current board offers a strong, cross community/sectoral representation. The existing members have helped to develop the plan and the vision which the Town Deal seeks to deliver from the outset. As we now move into the delivery stage it is proposed that the existing membership remains unchanged, although members are free to stand down should they chose.
7. The vacant position for a representative from Lancashire Police has now been filled and will be represented on the Board by Inspector Claire Pearson, or substitute.
8. Confirmation is required as to whether Lisa O'Loughlin the Chief Executive of Nelson & Colne College will represent both the college and the Lancashire Local Enterprise Partnership on the Board as the previous Board Member, Anne-Marie Parkinson will shortly be leaving the LEP.
9. The Board may wish to consider whether its membership should be widened to include any additional representatives from the retail sector.

### **Annual Delivery Plan**

10. The Terms of Reference state that an Annual Delivery Plan will be agreed at each Annual Meeting of the Board. Whilst the Annual Meeting didn't take place in February 2023, an annual delivery plan setting out expected activity for the new financial year can be found in Appendix 2 to this report.
11. In addition to this a full progress report (covering spend, outputs, etc. for each of the 7 projects) forms a separate report to this meeting.

### **Project Delivery Group**

12. Finally, a Project Delivery Group has been formed including Project Managers for each of the projects; Pendle Borough Council Officers covering Programme Management, Communication and Finance and Raise Partnership.

13. The group forms a link between the individual project meetings with the Programme Manager/Raise Partnership and the Town Deal Board

14. The Terms of Reference for this group is attached in Appendix 3.

## **IMPLICATIONS**

**Policy:** None directly arising from this report.

**Financial:** None directly arising from this report.

**Legal:** None directly arising from this report.

**Risk Management:** None directly arising from this report.

**Health and Safety:** None directly arising from this report.

**Sustainability:** None directly arising from this report.

**Community Safety:** None directly arising from this report.

**Equality and Diversity:** None directly arising from this report.

**Appendix 1** – Terms of Reference and Operating Principles

**Appendix 2** – Annual Delivery Plan

**Appendix 3** – Terms of Reference Project Delivery Group

## **NELSON TOWN DEAL BOARD TERMS OF REFERENCE AND OPERATING PRINCIPLES**

### **1. AIMS AND OBJECTIVES**

- 1.1 The Nelson Town Deal Board will be responsible for developing and implementing a Town Investment Plan to support a Town Deal with the Government. The aim of the Investment Plan is to deliver long-term economic and productivity growth for Nelson.
- 1.2 The area covered by the Board is the Nelson Town Deal boundary as amended by Pendle Council's Policy & Resources Committee on 23<sup>rd</sup> July 2020.

### **2. FUNCTIONS AND RESPONSIBILITIES**

2.1 The Board will be responsible for:

- Overseeing the development of Business Cases for projects seeking Town Deal funding and making recommendations to the Accountable Body
- Maintaining strategic oversight of the delivery of the Town Investment Plan against its vision and objectives,
- Monitoring delivery of the Town Investment Plan projects, considering adjustments and changes where these may arise,
- Identifying other sources of funding to deliver the aims of the Town Investment Plan
- Providing recommendations to Pendle Council on strategies and investment proposals
- Ensuring that the local community, including the business community, has the opportunity to be involved in the development of strategies and proposals for the town
- Producing an implementation programme to deliver the Town Investment Plan
- Influencing stakeholders to ensure investment in the town.
- Prioritising projects against agreed criteria
- Other matters deemed to impact on the economic growth of Nelson which may be identified from time to time

### 3. MEMBERSHIP

3.1 The Partnership will conduct its business through a Board with the membership and representation set out in columns 1 and 2 below:

<b>Board</b>		
	No. of seats	Appointments
Independent Chair	1	Stephen Barnes (appointed 28 <sup>th</sup> Feb 2020, <del>re-appointed 4<sup>th</sup> Feb 2022</del> )
Pendle Borough Council	4	Cllr Mohammed Iqbal (appointed Vice-Chair 28 <sup>th</sup> Feb 2020, <del>re-appointed 4<sup>th</sup> Feb 2022</del> ) Cllr David Whipp Cllr Mohammed Aslam Leader of the Council
Lancashire County Council	1	<del>Steve Burns-D Gordon. Confirmation received from D Gordon that it should still be S Burns</del>
Nelson Town Council	1	Cllr Zafar Ali
Member of Parliament	1	Andrew Stephenson MP
Lancashire Local Enterprise Partnership (LEP)	1	<del>Anne-Marie Parkinson/Amanda Melton</del> Lisa O'Loughlin
Business representative	3	Dennis Mendoros (Chair of Pendle Vision Board) Chris Smith, Pendle Engineering Lara Oddie, Oddie's Bakery
Community/voluntary sector representatives	3	Rauf Bashir, Building Bridges Claire Bennett, Positive Action in the Community Paul Hartley, InSitu
<b>ELHT</b>	1	<b>Arif Patel, Deputy Director of Integrated Partnership</b>
Lancashire Police	1	<del>Vacant</del> <b>Inspector Claire Pearson, Local Policing Inspector for Pendle and Ribble Valley</b>
<b>Advisors</b>		
BEIS – Rosie Jenkins Homes England – Christine Parker Health Representative – Tony McDonald DWP – Heather Murray		

3.2 Organisations on the Board will appoint nominated representatives and may send substitutes to individual meetings. Initial appointments are set out in column 3 in the table in paragraph 3.1 above. The period of office of the Board members listed in paragraph 3.1 above shall normally be as set out in Paragraph 3.4 below. However, any of the organisations listed in paragraph 3.1 which has appointed a representative can change that representative at any time and written notice of any such change must be sent to the Chief Executive of Pendle Borough Council.

3.3 Advisors from the organisations listed in 3.1 will be invited to attend all meetings. Other advisors will be invited as required. Advisors do not have a vote.

- 3.4 Membership of the Board will be for an initial two year period from January 2020. All members of the Board, including the Chair and Vice-Chair, will be appointed or re-appointed at the next meeting after 1 February 2022 and subsequently every two years.

#### **4.0 SECRETARIAT**

- 4.1 Pendle Borough Council, as Lead Council, will provide a secretariat function which will involve organising meetings, preparing and circulating agendas and producing minutes.
- 4.2 Agendas and accompanying reports shall be published at least 5 clear working days in advance of a meeting and sent to all members of the Board.
- 4.3 Agendas and reports will be published on Pendle Council's website unless it is agreed by the Chair that these items are of a confidential nature and need to be dealt with as a 'Part 2 Item' with press and public excluded. Wherever possible, reports will be public unless there are over-riding reasons for them to be kept confidential.
- 4.4 Minutes of all meetings (including Part 2 Items) will be public documents.
- 4.5 Draft minutes of meetings will be published on the Pendle Council's website within 10 clear working days following the meeting.
- 4.6 Final minutes will be published on Pendle Council's website, within 10 clear working days of approval by the Board
- 4.7 Any conflicts of interest will be formally noted within the published minutes

#### **5.0 MEETINGS OF THE BOARD**

- 5.1 The Board shall meet at least four times a year on such days and times as agreed by the members. These dates and times may be varied at the discretion of the Chair and the nature of the business to be discussed. Meetings will be advertised and will be held in public. The Board may agree a motion to exclude the public for some Agenda Items on the grounds that it is necessary due to commercial, financial, legal or personal confidentiality.
- 5.2 An Annual Meeting of the Board will be held in February each year, starting in February 2021, to agree an Annual Delivery Plan.
- 5.3 An extraordinary meeting can be called at no less than 14 days' notice if a minimum of five members wish to do so.
- 5.4 Conduct of the meeting shall be by the usual conventions of public authorities. The rulings of the Chairman shall be final.
- 5.5 In the absence of the Chair members present will elect one of their number to be the Chair for that meeting.

## **6.0 VOTING**

- 6.1 Where a decision is required the Board shall try to reach a consensus view. Where this is not possible there will be a vote.
- 6.2 Each Member shall have one vote.
- 6.3 Voting shall be by a show of hands of Board members and shall be by simple majority.
- 6.4 In the case of equality of voting, the Chair shall have a second or casting vote.

## **7.0 QUORUM**

- 7.1 No business shall be undertaken at any meeting unless there are a minimum of **five** members present, including one representative from Pendle Borough Council.

## **8.0 SUB-GROUPS**

- 8.1 The Board may decide to set up sub-groups for particular areas of work. The Board will agree the remit of these sub-groups and whether they are time limited.

## **9.0 CONFIDENTIALITY**

- 9.1 All papers marked as confidential and all discussions at meetings in relation to confidential items shall not be disclosed outside the Board.

## **10.0 DECLARATIONS OF INTEREST**

- 10.1 The Members recognise that it is essential that the business of the Board is conducted in an open and transparent manner.
- 10.2 Members must therefore declare a personal interest in any item on the agenda. The following interests must be entered by each Member in the register of personal interests referred to at paragraph 10.6 below and also declared each time an item comes up for discussion at a meeting of the Board:
- Ownership or any other interest in any property within the area referred to in Paragraph 1.1 above.
  - Directorship of, ownership of or employment by any company or partnership owning or occupying any property within the area referred to in Paragraph 1.1 above or carrying out work within that area
- 10.3 Declaration involves stating the interest and also the nature of the interest. Once the interest is declared, then a Member may speak on the item but must not vote on it.
- 10.4 Elected Members of Pendle Borough Council are bound by that Council's Code of Conduct while at meetings of the Board.

- 10.5 Members do not have an interest by virtue of employment by or membership of a body which is represented on the Board.
- 10.6 A Register of Interests shall be established and completed by all members of the Board. This shall be made available to the Chair at all meetings.

## **11.0 CONDUCT OF BOARD MEMBERS**

- 11.1 All members of the Board are expected to adhere to the Nolan Principles<sup>1</sup>
- 11.2 The Board will align itself with the governance standards and policies of Pendle Borough Council as Lead Council, including those policies on whistle blowing, complaints, compliance with the General Data Protection Regulations (GDPR) and declaring gifts and/or hospitality.
- 11.3 Profiles of all the Board Members will be published

## **12.0 APPOINTMENT OF OFFICERS AND LEAD AUTHORITY FOR ACCOUNTABLE BODY STATUS**

- 12.1 The Chief Executive of Pendle Borough Council or other person appointed by him/her shall act as Secretary of the Board. The Chief Executive shall also act as principle adviser to the Board but will normally do this through the Council's ~~Housing, Health and Engineering Manager Director of Place~~ and other regeneration officers as appropriate.
- 12.2 The Partnership will appoint Pendle Borough Council as lead organisation to carry out the role of Accountable Body for the Towns Fund and to approve funding proposals.

## **13.0 CHANGES TO THE TERMS OF REFERENCE**

- 13.1 The Terms of Reference of the Board may be amended by the Board at any meeting subject to a majority vote. 14 days' notice must be given of any proposed changes to the Terms.
- 13.2 The Terms of Reference will be reviewed annually. ~~in February at the Annual General Meeting.~~

**These Revised Terms of Reference were agreed by the Nelson Town Deal Board on 7<sup>th</sup> August 2020**

**Membership Updated May 2021**  
**Membership Updated October 2021**  
**Membership Updated February 2022**

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<sup>1</sup> <https://www.gov.uk/government/publications/the-7-principles-of-public-life>



## NELSON TOWN DEAL

### ANNUAL DELIVERY PLAN APRIL 2023 to MARCH 2024

The Terms of Reference state that an Annual Delivery Plan will be produced setting out the expected activity for the new financial year.

The key priorities for each of the 7 projects for the financial year 2023/24 include:

Project	Key Milestones/Priorities
Revitalised Nelson	1. Pendle Rise Planning Application - April 2023
	2. Mapping of vacant properties for relocation of businesses – June 2023
	3. Options for redevelopment of Trafalgar House – July 2023
Accessible Nelson	1. Liaison with LCC regarding project deliver – May 2023
	2. Guided Cycle Ride – July 2023
	3. Design and Tender schemes 4 and 6 – October 2023
Healthy Towns (Parks and Wavelengths)	1. Decision of Leisure Review – July 2023
	2. Playground improvements at Marsden Park - 2023
	3. Pathway improvements at Victoria Park - 2023
	4. Fitness Gym at Walverden Park - 2023
YES Hub	1. Sustainability Task Group to be developed – July 2023
	2. Annual Activity and Wellbeing Programme developed – March 2023
	3. Regular steering groups – throughout the year
This Is Nelson	1. Banner Commissions and Workshops with Artist – June 2023
	2. Festival of Culture and Peace Walk - July 2023
	3. Nelson Reimagined artists talks – March 2024 onwards.
Business Development and Growth	1. Continued engagement with funders and stakeholder organisations

Advanced Digital Skills	<ol style="list-style-type: none"><li>1. Commencement of Phase 2 of Hub – April 2023</li><li>2. Agreement of Lease for Town Centre Spoke</li></ol>
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## NELSON TOWN DEAL - PROJECT DELIVERY GROUP TERMS OF REFERENCE

### 1. Title

The group shall be called the Nelson Town Deal Project Delivery Group

### 2. Objectives

- To provide a forum within the Nelson Town Deal to develop a coordinated approach to monitoring and reporting to the Nelson Town Deal Board and to DLUCH
- To provide help and guidance to all those within the group and share best practice.

### 3. Functions

The function of the Project Delivery Group shall be:

- For the Programme Manager to update Project Leads on monitoring and reporting requirements of DLUCH and Nelson Town Deal Board
- For the Programme Manager to report on key Project Updates, in conjunction with Project Leads and to facilitate the sharing of ideas and best practice.
- To facilitate the sharing of information as part of the Nelson Town Deal Communications and Engagement Sub Group

### 4. Membership

- Pendle Borough Council
  - Director of Place (or other Senior Manager)
  - Programme Manager
  - Technical Accountant
  - Principal Communications Officer
- Project Leaders
- Where appropriate other Project Lead colleagues

### 5. Frequency

The Project Delivery Group will meet quarterly and additional meetings may be convened if necessary. The meetings will be facilitated by Pendle Borough Council and will be diarised to coordinate with the Nelson Town Deal Board meetings and DLUCH monitoring

### 6. Administration

Suggested standard agenda items are:

- Apologies
- Actions arising
- Update from Programme Manager including feedback from Nelson Town Deal Board
- Project Leads – Key items for discussion
- Communications and Engagement
- Monitoring and Reporting

- Any other business
- Date of next meeting