

Partnership Meeting

Agenda

Wye Catchment Nutrient Management Board

Date: **Wednesday 10 April 2024**

Time: **2.00 pm**

Place: **Online**

Notes: For any further information please contact:

Henry Merricks-Murgatroyd

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If you would like help to understand this document, or would like it in another format, please call Henry Merricks-Murgatroyd on 01432 260667 or e-mail NutrientManagementBoard@herefordshire.gov.uk in advance of the meeting.

Agenda for the meeting of the Wye Catchment Nutrient Management Board

Membership:

Chairperson

Councillor Elissa Swinglehurst (ES)

Herefordshire Council

Voting Members

Merry Albright (MA)

Jamie Audsley (JA)

Liz Bickerton (LB)

Cllr Jackie Charlton (JC)

Helen Dale (HD)

Nick Day (ND)

Simon Evans (SE)

Jenny Grubb (JG)

Christine Hugh-Jones (CH-J)

Georgie Hyde (GH)

Cllr Catrin Maby (CCM)

Andrew McRobb (AM)

Claire Minett (CM)

Councillor Sid Phelps (SP)

Martin Quine (MQ)

Richard Tyler (RT)

Martin Williams (MW)

Herefordshire Construction Industry Lobby Group

Herefordshire Wildlife Trust

Bannau Brycheiniog

Powys Council

Country Land and Business Association

The Friends of the Lower Wye

The Wye and Usk Foundation

Dwr Cymru/Welsh Water

Council for Protection of Rural Wales

National Farmers Union

Monmouthshire Council

Council for Protection of Rural England

Natural England

Forest of Dean District Council

Environment Agency

Save the Wye

Farm Herefordshire

Agenda

		Pages
	WELCOME AND APOLOGIES	
1.	NOTES AND MATTERS ARISING FROM LAST TIME To approve the minutes from the meeting of 17 January 2024. Led by: Chair	7 - 12
2.	PUBLIC QUESTIONS To provide the opportunity to members of the public attending the meeting to ask questions of the statutory partners. HOW TO SUBMIT QUESTIONS: The deadline for the submission of questions for this meeting is 5 pm on Thursday 4 April 2024. Questions must be submitted to NutrientManagementBoard@herefordshire.gov.uk . Questions sent to any other address may not be accepted. Accepted questions and the responses will be published as a supplement to the agenda papers prior to the meeting. Led by: All	
3.	UPDATE ON ACTIVITY To receive updates on activity from Nutrient Management Board members (papers to follow where applicable).	
4.	LAWYERS FOR NATURE AGREEMENT	13 - 26
5.	MITIGATION FOR NEW HOUSING DEVELOPMENT IN POWYS AND MONMOUTHSHIRE	
6.	WELSH GOVERNMENT FUNDING UPDATE	
7.	STATUTORY OFFICER GROUP REPORT To receive a report on the development of the next plan.	
8.	UPDATE ON PRESENT PLAN To receive an update on the present plan.	
9.	UPDATE ON WELSH GOVERNMENT ACTION PLAN To receive an update on Welsh Government action plan.	
10.	WETLAND COLLABORATION OPPORTUNITIES IN HEREFORDSHIRE LINKED WITH DCWW SITES	27 - 42
11.	DEFRA PLAN FOR THE WYE (PROVISIONAL)	
12.	ANY OTHER BUSINESS	
13.	DATE OF NEXT MEETING The date of the next meeting is 18 th July 2024, 14:00.	

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The Seven Principles of Public Life

(Nolan Principles)

1. Selflessness

Holders of public office should act solely in terms of the public interest.

2. Integrity

Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must declare and resolve any interests and relationships.

3. Objectivity

Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.

4. Accountability

Holders of public office are accountable to the public for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this.

5. Openness

Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.

6. Honesty

Holders of public office should be truthful.

7. Leadership

Holders of public office should exhibit these principles in their own behaviour and treat others with respect. They should actively promote and robustly support the principles and challenge poor behaviour wherever it occurs.

Notes of the meeting of the Wye Catchment Nutrient Management Board held in on Wednesday 17 January 2024 at 2.00 pm

Attendees:

Voting Members present

Merry Albright (MA)	Herefordshire Construction Industry Lobby Group
Liz Bickerton (LB)	Bannau Brycheiniog
Cllr Jackie Charlton (JC)	Powys Council
Helen Dale (HD)	Country Land and Business Association
Simon Evans (SE)	The Wye and Usk Foundation
Jenny Grubb (JG)	Dwr Cymru/Welsh Water
Christine Hugh-Jones (CHJ)	Council for Protection of Rural Wales
Georgie Hyde (GH)	National Farmers Union
Cllr Catrin Maby (CM)	Monmouthshire Council
Andrew McRobb (AM)	Council for Protection of Rural England
Cllr Sid Phelps (SP)	Forest of Dean District Council
Stuart Smith (SS)	Wye Salmon Association
Cllr Elissa Swinglehurst (ES)	Herefordshire Council
Tom Tibbits (TT)	Friends of the Upper Wye
Richard Tyler (RT)	Save the Wye

Welcome and apologies

The Chair welcomed attendees to the meeting.

57. NOTES AND MATTERS ARISING FROM LAST TIME

The minutes of the previous meeting, dated 11 October 2023, were approved.

58. CHANGES TO NMB MEMBERSHIP

The Chair noted that Farm Herefordshire is no longer a voting member of the board.

Cllr Charlton (Powys) asked if a representative of Radnorshire Wildlife Trust is to be added to the membership of the board following a request from the Chief Officer of Radnorshire Wildlife Trust.

The Chair asked if members had any concerns about Radnorshire Wildlife Trust being added to the membership. No concerns were expressed and it was agreed that a representative of the Trust would be added.

59. PUBLIC QUESTIONS

The Chair asked that if a space on a future NMB agenda relating to Project TARA could be reserved.

Martin Quine (Environment Agency) responded that there should be information in the coming months which will be shared with the board.

The Chair asked if there was a response from NRW that could be provided to one of the questions which was to be considered at this meeting.

Ann Weedy (NRW) responded that a written response would be provided after the meeting.

It was asked if the Environment Agency had any comments on whether their regulations were suitable on the spread of manure.

Martin Quine responded that EA is actively regulating permitted sites and farms within the catchment. The Wye Engagement HQ webpage has been recently updated which covers some of the work that EA is doing.

60. VOICE OF THE RIVER AND RIVER RIGHTS

Paul Powlesland gave a brief overview of rights of nature. The key points of the discussion included:

1. It was asked how adding a voice for the river into the mix would add value if they do not have any power other than their voice.
 - a. It was noted that approaching things from a rights of nature angle, rather than a failed environmental regulations angle, will more likely result in the changes desired. With correct research on what it would look like and how it would speak, it could be successful.
2. It was added that due to financial pressures, the voice which is often left out is nature and if the way in which the benefits and what is going to be achieved can be strengthened, it can help make it easier for local authorities to find extra resources to do the necessary work on the river.
 - a. Paul Powlesland agreed and noted that on the River Roding, as an example, even if a polluter is taken to court and fined, the fine will go to the Treasury. If fines were to go back to the river, it would help to directly improve the health of the river.
3. It was requested that an agreement for Lawyers for Nature, on the joint project with the Usk, start to research and come up with options that can be voted on.

It was agreed that Lawyers for Nature work alongside the board.

61. DIRECTIONS TO NMBS FROM WELSH GOVERNMENT

The key points included:

1. At this stage, this should be viewed as an information item. The directions have been passed to SOG for them to start to consider how to start developing their plan.
2. There is a recognition that all NMBS are at different stages.
3. There is funding for this and this funding has not been drawn down yet. There have been discussions with Welsh Government about whether it can be carried forward next year to commission the next phase. However, in terms of the ambition within the Welsh paper about the process to go through to get to the plan, the funding is not sufficient but it does set the parameters about what they would like to happen.

The Chair asked for further clarity about the funding situation.

It was responded that the funding had not been able to progress due to the governance review for most of last year. In discussion with partner agencies, the request was to progress governance first before moving on to the plan. It is hoped that a way can be found to keep this funding and discussions will continue over the coming weeks.

62. SOG TO PROVIDE AN UPDATE ON DEVELOPING A STRATEGY TO REVIEW AND ASSESS THE EFFECTIVENESS WITH CRITICAL EVIDENCE OF IMPACT OF THE PRESENT PLAN

The key points included:

1. The SOG has met in November and December.
2. Two technical groups were set up.
 - a. One is a task and finish group which focuses on existing nutrient lost tools.
 - b. The second focuses on evidence and data which needs to be brought together from groups such as NE, EA, Herefordshire Council etc. to find out what the gaps are and make that evidence as accessible as possible.
3. It was added that EA is working with a team from Lancaster University to help deliver what the agency cannot. A lot of data has been accumulated from citizen science and other research institutions.
4. Some of this work will be aligned to the development of the Diffuse Water Pollution Plan (DWPP).
5. An indicative timeline of what that process will look like will be shared with this group as soon as it is available to do so.

It was asked whether the EA's involvement with Lancaster University has been a permanent engagement.

1. Martin Quine confirmed that EA are continuing to work with Lancaster University since the initial report was released. The Phase 2 report has been committed to following the Phase 1 report. Funding will be made available for Phase 3.
2. Much of the RePhoKUs report is based upon modelling and work with the Lancaster team will help better understand it from the actual catchment in terms of sampling and understanding the role that Legacy P, for example, plays.
3. Therefore, work is ongoing as to how the next phase of research will look like and it is important that the findings of those reports help progress future work.

It was asked whether the Phase 3A report has to happen before any firm plan of action can be recommended by the EA as part of the SOG.

1. Martin Quine noted that data and evidence could be collected forever because it is iterative and does not necessarily stop.
2. The data which comes in is used and helps to prioritise where in the catchment and EA uses its own data from the sondes and the water quality monitoring regime as well as monitoring as part of citizen science.

On the Diffuse Water Pollution Plan, it was asked what the indicative timeline looks like.

1. It was confirmed that March 2025 is when EA aims to have the DWPP completed.
2. The indicative timeline is about the steps that happen in the next twelve months towards March 2025.

The Chair asked if landscape recovery bids would be looked at.

1. It was confirmed that they would be and that it has the potential to bring about another benefit to the catchment.

It was added that an integrated plan would be very helpful as well as a concept around multi-level governance and how the interactions between national, regional and local actors operate.

The Chair suggested that a timeline would be worth considering and would help the board to know how to agenda items going forward. Partners and members of the board can also be better aware of the work that is being done and can be referred back to the SOG so that they are cited on everything that is happening when working on the plan.

63. HAVING PROVIDED AN UPDATE IN ITEM 5, SOG TO SET OUT HOW THEY PLAN TO DEVELOP THE PRESENT NMP

The Chair noted that things in the existing plan have been delivered, however, the plan never got updated and everyone needs to be clear about the dynamic nature of the plan and the relationship with the board.

1. Therefore, going forward, the plan needs to get updated when an action gets progressed, even if not complete.
2. As activities emerge, that they need to go into the plan and comes through to the board before going to the SOG to fold into their thinking.

64. AOB

Councillor Jackie Charlton commented that sustainable farming is currently being looked at in Wales with a lot of discussion around a sustainable farming scheme.

Peter Morris noted that Welsh Government is bringing forward the sustainable farming scheme and new subsidy scheme for farming across Wales. It was asked whether the board wants to comment on that proposal and seek to influence the direction of the subsidy regime that is emerging in Wales in a way that reflects the importance of new treatment of nutrients in river SAC.

The Chair asked if anyone from the board is responding to the consultation as individual organisations.

1. Ann Weedy confirmed that NRW will be responding to that consultation.
2. Helen Dale added that the CLA will be responding to the consultation.
3. Helen Lucocq confirmed that Bannau Brycheiniog would be making a representation to the consultation.
4. Georgie Hyde confirmed that NFU Cymru will be responding to the consultation.

Councillor Catrin Maby commented that Monmouthshire Council will be putting together a response and would be keen to share these views in order to establish mutual agreement. It was added that it would be stronger to respond as a board at least on those areas where there is agreement.

Merry Albright noted that the board should have a representational role otherwise it cannot challenge, advise and influence.

The Chair added that the November conference in Hereford was held which looked at bringing together environmental groups and the agricultural sector to explore short,

medium, and long-term solutions. From the 9th to 23rd February, Herefordshire Council is hosting the Vessel with the River at Plough Lane before being taken to Monmouthshire. It will involve a series of conferences allowing people to come together and discuss what is happening.

The meeting ended at 3.58 pm

Chairperson

Terms and Conditions (“Terms”)

1. INTRODUCTION

1.1 Lawyers For Nature CIC (‘we’, ‘us’, ‘our’) is a Community Interest Company registered in England and Wales (registration number 12912960). Our registered office is The Annexe, Sky Farm, Chapel Cross, Heathfield, England, TN21 9DB.

1.2 Any person undertaking work on our behalf pursuant to your instructions, does so as an employee or member of or otherwise on behalf of us, not personally and accepts no personal liability.

1.3 We confirm your instructions and the services to be provided to you by us in the client care letter addressed to you (referred to in these Terms as the “CCL”).

1.4 Your continuing instructions to us will amount to your acceptance of these Terms and the basis upon which we are accepting your instructions as set out in the CCL.

1.5 If there is any conflict between these Terms and the CCL, the CCL will take precedence.

1.6 In these Terms, there are provisions which allow us to:

1.6.1 charge you interest on late payment of our invoices (section 10);

1.6.2 recover our costs for legal proceedings initiated to seek payment of our invoices (section 10); and

1.6.3 limit our liability to you (section 14).

2. SCOPE OF INSTRUCTIONS

2.1 The scope of our instructions is set out in the CCL.

2.2 We shall not advise or provide guidance on any matters which are not expressly included in the CCL.

2.3 Unless we expressly agree and confirm in the CCL, we will not be responsible for providing advice in relation to:

2.3.1 any laws other than the laws of England and Wales;

2.3.2 tax in any form;

2.3.3 the commercial and/or financial implications of any matter or transaction;

2.3.4 the financial status of any other party to a transaction; or

2.3.5 any accountancy matters.

2.4 The advice we give is personal to you. If any advice we have given is passed to any third party, we shall not be liable in any way to that third party under these Terms.

3. CONFLICTS

3.1 We conduct routine checks for conflicts of interest on accepting instructions.

3.2 We can only accept your instruction if no conflict exists or is likely to develop. If that changes during the course of a matter, we will talk with you about how to resolve it.

3.3 We may have to stop acting for you if a conflict arises. This may occur because we have discovered or are aware of information obtained whilst acting for another client which we would normally have to tell you about. However, telling you about that information would conflict with our duty of confidentiality to the other client. In this event, we reserve the right to withhold this information and stop acting for you. In certain cases, we may continue to act for you and the other client, but only if we are able to observe our duty of confidentiality to you.

3.4 We act for many clients. Some of our clients work in the same industry and sector. You accept that the fact that other current clients we may have or any future clients we may obtain, will sometimes have commercial interests which may be adverse to your own. In that situation you agree that that of itself would not prevent us from acting for you.

4. RESPONSIBILITY FOR YOUR WORK

4.1 The CCL details the principal people who will carry out your work and their status.

4.2 We try to avoid changing the principal people who carry out your work but if this cannot be avoided, we will notify you promptly as to who will continue to handle your matter and why the change was necessary.

5. YOUR INSTRUCTIONS TO US

5.1 It is important that we have a clear understanding of the legal services required by our clients. We will, therefore, need detailed instructions in respect of each particular matter so that we can properly and fully advise you and take the appropriate action.

5.2 You can assist us by giving clear instructions, letting us have all relevant documentation, informing us of any time limits of which you are aware and dealing promptly with any important questions or issues that arise.

5.3 It is your responsibility to inform us of any changes in circumstances which may affect your instructions to us and the advice we give.

6. OUR CHARGES

6.1 We charge either by fixed fee or hourly rate.

6.2 You are responsible for payment of our charges even if you have entered an agreement with another to pay or share payment.

7. CALCULATION OF OUR CHARGES

7.1 Our charges are calculated to cover the time spent in undertaking various tasks including but not limited to meeting with you and other relevant parties either in person or by video conference, preparing correspondence, considering pertinent issues, preparing and working on documentation, providing advice to you, making and receiving telephone calls.

7.2 Where we have agreed to fix or cap on our charges, this will be confirmed in the CCL. If at any stage it becomes impractical to complete the matter for the fee agreed, we will inform you and seek to agree a revised fee prior to incurring any additional charges.

7.3 In addition to our charges, we may incur expenses that we have to pay on your behalf. You agree to repay us for any such expenses we pay on your behalf.

7.4 Where we are instructed by two or more clients, their liability to pay our costs and expenses will be joint and several unless agreed otherwise in writing.

7.5 If for any reason we cease acting for you, unless agreed otherwise, we will charge you for the work done and the expenses incurred.

8. TERMS OF PAYMENT

8.1 The initial payment will be set out in the CCL. Subsequent payments will be laid out in regular (likely monthly) invoices.

8.2 Any initial payment set out in the CCL will be required prior to our commencing work for you.

8.3 Our fees and expenses are payable in full on or before completion of each matter, unless stated otherwise in the CCL.

8.4 We may send you regular interim invoices for other disbursements, charges and expenses.

9. PAYMENTS

9.1 The methods by which funds may be transferred to us shall be set out in the CCL. In making payments to us you should be wary of cyber-crime. It is your responsibility to verify our bank details before any payment is made and we are unable to take responsibility if you transfer money to a wrong account.

9.2 We will accept payment by debit and credit card in settlement of our fees (meaning the cost of services rendered by us to you) and VAT thereon.

9.3 We shall not accept credit card payments in respect of disbursements or any other third party charges and expenses incurred on your behalf.

10. INTEREST ON LATE PAYMENT AND COST OF ENFORCEMENT

10.1 If you do not pay an invoice (in whole or in part) within 14 days of the date of the invoice, we may charge you interest on the amount outstanding from and including the date of invoice until payment.

10.2 Interest will be payable at the rate of 8% per annum from the date of the invoice until and including the date of payment and will be charged on a daily basis.

10.3 If you fail to pay our invoice, we may at our discretion commence legal proceedings against you for payment. In these circumstances, you will be responsible for the payment of all further fees, charges and expenses incurred in those proceedings, even if the claim is for less than £10,000.

11. DATA PROTECTION, DATA PROCESSING AND TELECOMMUNICATIONS

11.1 In this section 11:

“Data Protection Legislation” means (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR, the Data Protection Act 2018 and any other national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018; and “GDPR” means the General Data Protection Regulation ((EU) 2016/679).

11.2 We will only collect personal data from you that is relevant to the matter that we are dealing with. The GDPR requires us to tell you how we may use that information. We will mainly use your information for the provision of advice and as is necessary for the performance of the work you have hired us for. We may also disclose these details to third parties where necessary for the purpose of the matter upon which you have instructed us.

11.3 We may also where it is in our legitimate interest, i.e., in a way in which we might reasonably be expected as part of running our business, contact you from time to time by mail, email, or telephone to provide information that might be of use to you, including details of the service we offer, newsletters, legal updates and invitation to events.

11.4 We will process your data in accordance with our ‘Privacy Policy’ a copy of which you can request at any time.

11.5 We may monitor, record, store and use any telephone, email or other communication with you in order to check any instructions given to us, for training purposes, for crime prevention and to improve the quality of our client care.

11.6 We will keep your personal data throughout the period of time that we do work for you and afterwards for such periods as we are required to do so by our insurers or by law.

11.7 You have a series of rights under the GDPR including the right to access a copy of the information we hold about you. Further information on this issue can be found in our Privacy Policy.

11.8 If you have any questions about the way in which we may process your personal data or you are unhappy about the way that we are using your personal data then please contact

us at operations@lawyersfornature.com and if your complaint remains unresolved you can contact the Information Commissioner's Office, details available at www.ico.org.uk.

12. STORAGE OF PAPERS AND DOCUMENTS

12.1 After completing your matter, we are entitled to keep all your papers and documents while there is money owing to us for our fees, charges and expenses and those incurred on your behalf or upon your instructions.

12.2 We will keep our file and your deeds and documents (other than those papers, deeds and documents that you ask to be returned to you) for no more than seven years after the conclusion of your matter, or for such other period as is required by law. We reserve the right to destroy files at the end of that period but we will endeavour to contact you first if those files contain deeds or documents which belong to you. We will not destroy deeds or documents you ask us to deposit in safe custody.

13. TERMINATION

13.1 You may terminate your instructions to us in writing at any time but we will be entitled to keep all your papers, deeds and documents while there is money owing to us for our fees, charges and expenses and those incurred on your behalf or upon your instructions.

13.2 We may decide to stop acting for you only with good reason, for example:

13.2.1 the threat or risk of violence, injury or other danger to the physical, psychological or moral well-being of any of our personnel;

13.2.2 the discovery or creation of a conflict of interest;

13.2.3 your requesting us to break the law or any professional requirement;

13.2.4 your failure to pay us any amount due, or money on account requested;

13.2.5 your bankruptcy or insolvency;

13.2.6 our being forbidden to act by the National Crime Agency or your name appearing on any sanctions list produced by HM Government;

13.2.7 our reasonable belief that our continuing to represent you may cause damage to our professional or personal reputation; or

13.2.8 any other breach by you of these Terms.

13.3 If you decide to terminate your instructions to us, or we decide to cease acting for you, we will still be entitled to receive payment of our fees, charges and expenses for services performed up to the date of termination. All our rights set out in these Terms shall continue to apply even if the agreement is terminated.

14. LIMITATION OF LIABILITY

14.1 We accept no liability for any loss, damage or expense of any nature whatsoever which is caused by the reliance upon our advice by any third party.

14.2 Lawyers For Nature has £1,000,000 (one million pounds) of professional indemnity insurance arranged, which is hereby disclosed for the purposes of the Provision of Service Regulations 2009. The period of insurance is from 20th December 2023 to 19th December 2024 and is renewed annually. Our insurance policy is underwritten by Omnyy LLP on behalf of our insurer, Accelerant Insurance Europe SA/NV UK Branch. The insurer's address is: 1 Tollgate Business Park, Tollgate West, Colchester, CO3 8AB. The policy reference is 000TQOPII230.

14.3 Our liability to you whether in contract, tort (including negligence) or otherwise, in respect of:

- all claims and losses resulting from one act, error or omission;
- all claims and losses arising from a series of related acts errors or omissions; or
- all claims and losses resulting from a series of acts, errors or omissions arising out of or attributable to the same originating cause, source or event, or;
- all claims arising from the same or similar act, error or omission in a series of related matters or transactions;

is in each case limited to a maximum amount of £1,000,000 (one million pounds). We accept no liability for consequential or indirect loss.

14.4 We can only limit our liability to the extent that the law allows (for example, we cannot limit our liability for death or personal injury caused by our negligence).

14.5 We shall not be liable for any failure to provide our services caused by matters beyond our reasonable control.

14.6 We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, costs or losses attributable to lost revenue, profits or opportunities.

14.7 We will not be liable to repay money lost through the failure of a bank or other financial institution.

14.8 If we should recommend the services of anyone such as accountants, surveyors, trademark and patent agents, foreign lawyers or anyone else, we shall do so in good faith and this shall be the sole extent of our liability with regard to the recommendation in question. We may be paid a referral commission by them, in which case we shall inform you of such commission.

15. EMAIL POLICY

15.1 We will use email when communicating with you unless you have specifically requested us not to do so.

15.2 You accept that email communications are potentially insecure and may be accessed by someone not involved in the transaction. Although we will keep your files confidential, the use of email gives rise to a risk of this confidentiality being compromised.

15.3 Our external email messages are checked for viruses. However, we accept no liability for any loss or damage that you may incur as a result of any viruses and you should check all your incoming email messages for viruses.

16. MAKING A COMPLAINT

16.1 You may request a copy of our 'Complaints Procedure' at any time.

16.2 We reserve the right to outsource the conduct of any complaint to a third party provider.

17. MONEY LAUNDERING REGULATIONS AND THE PROCEEDS OF CRIME ACT 2002

17.1 We are required by law to operate strict procedures to guard against the risk of money laundering. Particularly we are required to verify the identity and permanent address of all new clients. For a company we require the documents of **two** Directors.

17.2 Please provide the following documents for **two** Directors: one item from List A and one item from List B below. If we are not to see you in person with original documents, we will require copies certified by a UK accountant or lawyer.

17.2.1 List A – proof of identity:

- (a) current Passport
- (b) current full UK Photocard Driving Licence

17.2.2 List B – address verification:

- (a) a bill for the supply of electricity, gas, water or telephone services (provided it is fewer than three (3) months old). Mobile telephone bills are not acceptable;
- (b) Television Licence renewal notice
- (c) Council Tax bill (providing it is fewer than three (3) months old)
- (d) recent Tax Coding Notice;
- (e) recent Mortgage Statement;
- (f) credit card or bank statement (provided it is fewer than three (3) months old) showing current address.

17.3 If you are a new or existing body corporate not listed on a regulated market who has not previously supplied information, we will also require the following:

17.3.1 Company/organisation full name;

17.3.2 Company or other registration number;

17.3.3 Registered address and, if different, principal place of business address;

17.3.4 Memorandum of Association or other governing documents;

17.3.5 Names of the Board of Directors or members of your management body and its senior management;

17.3.6 Documentation in accordance with lists A and B above for any beneficial owners if their identity has not otherwise been verified in accordance with paragraph 17.2 above.

17.4 We may ask you to tell us the source of any monies you send to us. You agree that where we are requested to do so, we may provide this information to your insurance company, building society, bank or other relevant authority.

17.5 Where there is a suspicion that you are engaged in money laundering, we may have to make a report to the National Crime Agency without prior reference to you. We may not be permitted to tell you that we have made a report and there may be a period during which we are not permitted to continue to act for you. In these circumstances, we accept no liability whatsoever for any loss or damage you may directly or indirectly suffer as a result.

17.6 It is our policy not to accept cash payments unless we expressly agree. Where cash is paid directly into our client account at any bank, we reserve the right to return this to you and request that you use an alternative method to transfer funds to us.

18. BRIBERY ACT

18.1 We and our employees and all associated persons are prohibited from giving or receiving gifts or hospitality made with the intention of exerting improper influence, obtaining or retaining a business advantage, or in explicit or implicit exchange for favours or benefits. No gifts in the form of cash will be accepted. If you wish to provide a gift or hospitality to a person associated with this firm, then we have a duty to log the same in our central register.

18.2 We may terminate our work with you should we have cause to believe you or a person or business performing services on your behalf have committed an offence under the Bribery Act 2011.

19. NOTICE OF THE RIGHT TO CANCEL

19.1 If you are an individual and the terms on which we are to act for you are concluded when we are meeting away from our offices or in our offices but when you have originally asked us to act in a meeting elsewhere, under consumer protection legislation you have a right to cancel your instructions within fourteen days without giving any reason.

19.2 Your right to cancel can be exercised by delivering, or sending, by electronic mail, a cancellation notice to the person with day to day conduct of your matter at any time within the period of fourteen days starting with the date you originally requested us to start work or you receive the CCL, whichever is the earlier.

19.3 You cannot exercise this right by telephone.

19.4 Should you decide to cancel the agreement between you and us or you may email us with your unequivocal cancellation.

19.5 You must pay for any service you have received prior to cancellation. The fee will be based on time recorded on your matter and will be proportionate to the full contracted price.

19.6 If you wish us to start work before the end of the cancellation period, your counter signature on the CCL will provide sufficient authority for us to do so.

20. EQUALITY AND DIVERSITY

We are committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. You may request a copy of our 'Equality and Diversity Policy' at any time.

21. THIRD PARTY RIGHTS

It is agreed between us that the Contract (Rights of Third Parties) Act 1999 does not apply to these Terms.

22. PUBLICITY

We may occasionally wish to give details of our existing client base and the nature of the work we undertake to prospective clients or the media. We will contact you for agreement before providing any information about you or your business.

23. SEVERANCE

If any provision of these Terms is found by a competent court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full force and effect. If any provision of these Terms is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such deletions as may be necessary to make it valid and enforceable.

24. GOVERNING LAW

These Terms and the CCL and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and the CCL or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

25. JURISDICTION

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and the CCL or their subject matter or formation.

22nd March 2024

Elissa Swinglehurst
Herefordshire Council
Plow Lane
Hereford
HR4 0LE

Our Ref: WNB003
Direct dial: +447742177117
E-mail: paul@lawyersfornature.com

Dear Elissa,

Client Care Letter

Thank you for your instructions in relation to this matter. This letter (“Client Care Letter”) sets out what we are to do for you based on our discussions and incorporates our attached Terms of Business (“Terms”) which may also be found on our website at <https://www.lawyersfornature.com/terms-and-conditions/>. A hard copy of the Terms is available on request.

To accept the terms of this Client Care Letter, please arrange to countersign and return to us. As you are signing this CCL as an individual, we also require submission of a written agreement from the Wye Catchment Nutrient Management Board stating that you are signing on their behalf. Please note we are not permitted to commence work for you until our terms have been accepted.

If at any time you have any queries regarding this Client Care Letter or the advice that we give you, please contact me at your earliest opportunity so that we may discuss your concerns. We believe that communication between us is fundamental to ensuring that we provide you with the best service possible.

Client details

You, Elissa Swinglehurst, are our client and we shall take instructions from you unless you direct us otherwise.

Details of instructions and work to be undertaken

We are to act for you in relation to conducting research and delivering proposals for a form of Nature-Positive Corporate Governance within your organisation, the Wye Catchment Nutrient Management Board (“the Board”).

Exactly what needs to be done will depend on how the matter progresses but at this stage, it is anticipated that this will include:

- Conducting research into your matter.
- Compiling information on your matter.
- Arranging meetings with relevant stakeholders and regulatory bodies (for instance the Charities Commission).
- Making proposals for the form of Nature-Positive Corporate Governance best suited to your organisation’s needs.

Excluded services

Please note that unless specifically agreed with you, we will **not** provide you with any advice in respect of:

- any matter excluded by the Terms;
- any matter regulated by the Solicitors Regulation Authority or Bar Standards Board.

Persons handling the matter

I am a Director and I shall be personally responsible for dealing with this matter for you. My direct contact details are at the top of this letter.

If I have to be away from the office when something important occurs, one of my colleagues will look after your matter in my absence.

Regulatory Status

We are an unregulated legal consultancy firm. This means we are not regulated by either the Solicitors Regulation Authority, nor the Bar Standards Board. Therefore, we cannot conduct any regulated legal work, such as litigation or probate on your behalf. For a full list of regulated/reserved activities (which Lawyers For Nature **cannot** provide), please see: <https://legalservicesboard.org.uk/enquiries/frequently-asked-questions/reserved-legal-activities>.

Referrals

If we find that we need further legal professionals involved in your matter we may from time to time refer you to law firms which we have a relationship with. If we receive any payments, such as commission in relation to your referral we will declare them to you. However, our primary position is to refer without commission being paid.

Insurance

Full details of our professional indemnity insurance policy and limits to our liability can be found in Section 14 of our Terms of Business. Please read this section carefully and pay close attention to the limits to our liability.

What will it cost?

Lawyers For Nature will not charge for undertaking this work for you at this stage. However, attached to this letter are our terms and conditions, so that you are aware of how we operate our business and the payment of fees, should payment become relevant.

Future Costs

Our Terms include details of personal liability for costs and charges when payment becomes relevant. We guarantee that no charge or personal liability will be incurred without a new agreement with yourself and the Board. Such future costs or charges will be subject to a secondary Client Care Letter setting out the hourly rate of any paid work to be undertaken.

Client Identity Checks

As part of our legal obligations under the Money Laundering Regulations and the Proceeds of Crime Act 2002, we are required to carry out identity verification of all new clients. Please pay close attention to the relevant documents requested in our Terms (section 17) and the below Client Questionnaire.

What happens next?

To confirm you wish to proceed instructing us on the basis of this letter, our Terms and any enclosures, please sign this document (electronic signature is fine) and return it via email. Please note that we cannot start work for you until this confirmation is received.

Please also complete the enclosed Client Questionnaire and return it to operations@lawyersfornature.com. This is to ensure we have all the details we are likely to need for your paperwork and that they are correct. This saves troubling you for them later and reduces the risk of mistakes in documents.

Finally, thank you for your instruction and I look forward to working with you on this matter.

Yours faithfully,
Paul Powlesland
On behalf of
Lawyers For Nature CIC

Encl. Terms and Conditions, Client Questionnaire

I confirm our acceptance of the Client Care Letter.

Signed:

Date:

On behalf of:

REF: WNB003

CLIENT QUESTIONNAIRE

Please complete this questionnaire to ensure that our records are correct.

Company Name:

Persons authorised to give us instructions regarding this work (please list all names and email addresses e.g “John Smith - john@company.co.uk”):

Registered Company Address:

Telephone Number:

Primary Email Address:

Billing Address (if same as Registered Company Address put N/A):

VAT Registration Number:

Client Identity Check: Please attach a copy of relevant documents for **two** Directors from List A and List B in section 17 of the attached Terms.



COLLABORATION ON PHOSPHORUS REDUCTION SCHEMES GUIDANCE DOCUMENT

25 JANUARY 2023

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CONTEXT

All Special Areas of Conservation (SACs) are protected under the Conservation of Habitats and Species Regulations 2017, as amended (the Habitats Regulations).¹

In January 2021 Natural Resources Wales (NRW) introduced new phosphate standards for the riverine SACs in Wales. These targets are 50-80% tighter than previous limits. A compliance assessment, conducted by NRW, against the standards found failure to meet the targets in the Dee, Cleddau, Wye, Teifi and most significantly the Usk.

High phosphate levels in surface water, leads to eutrophication of our rivers. Eutrophication adversely affects the quality of the water and ecology. The problem is complex with many contributing factors, one stretch of a given catchment is different to another stretch of river in another catchment – and the solutions are equally complex and multi-faceted. Focusing on one sector, or one site with more stringent targets, could, at best result in an inefficient use of investment and at worst bring no significant benefit to our rivers or the habitats that depend on them.

We are fully committed to working in partnership with others to maximise opportunities for river quality improvement, by managing land and water in an integrated way. This includes supporting Nutrient Management Boards and catchment partners to co-deliver solutions, to address multiple and competing needs in Wales's failing SACs.

Following 'Source Apportionment' modelling to identify the main phosphate sources on each section of the five failing SAC rivers, we have produced our indicative Phosphorus Programme, detailing wastewater treatment works likely to require a new phosphorus permit condition, to address DCWW's compliance needs. Therefore, DCWW is now in a position to work with catchment partners, to jointly progress, or enable, feasibility studies of constructed treatment wetlands (CTW) for additional phosphorous load reduction. We have pre-screened our WwTW; each WwTW has been allocated a 'collaboration category', based on the existing permit conditions and future planned investment.

The collaboration opportunities discussed in this pack, focus solely on constructed treatment wetlands, for nutrient reduction, fed by our final effluent. For information on wider collaborative opportunities, please see our Drainage and Wastewater Management pages on our website.

Importantly, these collaboration opportunities are being shared with NMB partners, ahead of the NRW led Review of Permit (RoP) exercise. Therefore, the categories are subject to change. But the upfront screening aims to provide a starting point for focused and well directed CTW feasibility studies.

PURPOSE OF THIS GUIDANCE DOCUMENT

This guidance pack provides details on collaboration opportunities available at our WwTW for further phosphorus removal. This document explains the screening process we have undertaken, introduces the WwTW categories; then presents the next stage of collaboration, specific to each WwTW category.

AUDIENCE FOR THIS GUIDANCE DOCUMENT

This pack is aimed at NMBs and all organisations that garner NMB support, to undertake feasibility assessment/s of constructed treatment wetland/s (CTW), at which will be fed by DCWW final treated effluent.

CONSTRUCTED TREATMENT WETLANDS

Constructed Treatment Wetlands (CTW) work by taking partially treated effluent and passing it through a series of interconnected ponds planted with native wetland species such as iris, sedges, rush, marsh marigold and watercress. CTWs are engineered to mimic the physical, chemical, and biological processes occurring in natural wetlands.

The wetland plants 'clean' the effluent through a process of bio-accumulation, helping reduce phosphate, and other substances. DCWW's existing water treatment processes already removes the majority of these substances in line with our environmental permits issued by Natural Resources Wales and the Environment Agency. But wetlands provide further 'tertiary treatment'. Due to their modular nature, generally made up of a series of interconnecting cells, they are a good option for collaborative solutions, where multiple partners require a reportable benefit.

Not only do the wetlands have a practical water quality benefit, but they provide a huge biodiversity asset and create a valuable habitat for local wildlife.

The CTW that this document and supporting processes relates to, will be fed by final effluent flows from a DCWW WwTW and are funded and owned entirely, or partly by a third party.

1. As opposed to a WwTW that requires a TP limit, but the site is already meeting the new permit limit or will do so by the regulatory deadline.

WWTW COLLABORATION CATEGORIES

We are providing a list of our WwTW, for the benefit of each catchment's SAC compliance and nutrient neutrality needs. We have done this by highlighting where further phosphorus reduction is possible.

THE SCREENING PROCESS

To accelerate the collaboration process, we have pre-screened our WwTW. Each WwTW has been allocated a 'collaboration category' (A, B, C or D). Each of the categories has a varying scale of potential collaboration, based on:

1. The current permit limits and parameters
2. Our indicative Phosphorus Programme over the next 2 AMPs (therefore the new permit limits)
3. The likelihood of investment required to meet those limits (depending on if the WwTW is already treating to the new limit)
4. The dynamics of the WwTW (for example the population equivalent the WwTW serves, if the WwTW receives any trade effluent, current treatment level).

The above has been based on desk-based data analysis and screening principles that have been generated by our academic partners, and industry accepted knowledge of wetlands performance and scalability. The categorisations are informed by our current sample programme, our understanding of the sites' current treatment performance and current legislation and policy guidance. Should any of the above change – for example if policy guidance is updated – prior, during or after feasibility has been conducted, this will impact upon DCWW's investment programme, and therefore the category of the WwTW will also change, as will the nature of the collaboration. The categories are also subject to change, pending NRW's RoP.

CATEGORIES EXPLAINED

The categories are further summarised in table 1 below and supported by basic diagrams, to further help contextualise. This section provides a short narrative for each category.

CATEGORY A WWTWS

Category A WwTW: Qualifying criteria

- DCWW has an existing Total Phosphorus limit of $\leq 4\text{mg/l}$
- DCWW will have a Total Phosphorus limit of $\leq 4\text{mg/l}$ in future AMPs
- The current or future flows expect to increase the population equivalent the treatment WwTW serves over the suitable flows for a wetland to accommodate
- The WwTW receives trade effluent that contains certain substances that is likely to harm a wetlands habitat, or make the normal treatment process a wetland can provide, inefficient.

Category A WwTW: Impact on Collaboration

- No further Total Phosphorus via CTW is possible
- No collaboration opportunities are available at this site for further TP reduction
- No Proformas or collaboration requests can be processed for these WwTW

CATEGORY B WWTWS

Category B1 WwTW: Qualifying criteria

- DCWW has an existing Total Phosphorus limit $> 4.1\text{mg/l}$
- DCWW will have a Total Phosphorus limit of $> 4.1\text{mg}$ in future AMPs
- DCWW's future AMP Total Phosphorus limit will require investment²

Category B1 WwTW: Impact on Collaboration

- There is potential for further Total Phosphorus reduction
- Collaboration opportunity is available at these WwTW
- This collaboration may involve a jointly owned CTW (different cells owned by different organisations but part of the same interconnected wetlands)
- Both parties garner a reportable TP reduction from the CTW
- Category B WwTW are subject to change. The categorisation is based on current sample data. Sites may transition to a category D site, as our understanding of the site's performance increases during route course analysis.
- The impact of this change in category (from B to D) will mean the wetlands transitions from being a jointly owned and funded CTW, to a 3rd party solely owned and funded CTW.

2. As opposed to a WwTW that requires a TP limit, but the site is already meeting the new permit limit or will do so by the regulatory deadline.

Category B2 WwTW: Qualifying criteria

- DCWW has a future AMP water quality investment need (within certain limits), that is non- Phosphorus related³
- DCWW's future AMP driver, has the potential to be addressed by a CTW (based on known flows and WwTW dynamics among additional variables)

Category B2 WwTW: Impact on Collaboration

- CTW is anticipated to form part of/all the solution required to address DCWW's water quality driver
- CTW solution could also be designed to reduce Total Phosphorus
- There is a need for a multi-scope feasibility to be agreed in the inception meeting to understand if the CTW can address both organisation's needs
- This collaboration may involve a jointly owned CTW (different cells owned by different organisations, with clear compliance demarcation, but part of the same interconnected wetlands)
- DCWW garners it's required water quality parameter reduction, partner organisation garners TP reduction from the same CTW

CATEGORY C WWTWS

Category C WwTW: Qualifying criteria

- DCWW has AMP8 driver that is non- Phosphorus related
- DCWW expects to have a conventional solution to address the water quality improvement (determined by the % reduction required or the route course analysis).

Category C WwTW: Impact on Collaboration

- Further TP reduction is available following DCWW's future AMP investment
- Though both organisations require separate solutions
- The impact of this, and the difference between a Category C WwTW and a Category D WwTW, is that the future flow and water quality parameters are what the feasibility should be based upon. Not the current parameters.

CATEGORY D WWTWS

Category D WwTW: Qualifying criteria

- Based on current regulation and policies, DCWW has no anticipated future investment need (now or future AMPs) due to the sites current performance, % of growth anticipated, flows and/or location of the WwTW in the catchment.

Category D WwTW: Impact on Collaboration

- Partners can progress feasibility, using current parameters, provided by the WwTW Asset Information Pack
- DCWW supports with effluent transfer only, full TP reduction provided by the CTW is the reportable benefit of the third party.

3. For example, ammonia reduction target, or another water quality parameter

CATEGORY	HEADLINE EXPLANATION	DCWW BENEFIT	3RD PARTY BENEFIT	NMB ROLE	DCWW ROLE	3RD PARTY ROLE
A	DCWW WwTW has/will have P limit. No further reduction possible. No collaboration possible	100% of TP reduction for DCWW's regulatory needs	-	-	Sole scheme owner	-
B1	DCWW WwTW will have P limit, but potential for further reduction. Collaboration opportunity.	TP reduction required being met by target date	From DCWW's new FE permit limit (xmg/l) to CTW lowest reduction limit	Provide approval for the ownership, governance, and funding of the TP reduction (beyond DCWW's reduction) relative to the catchment's competing needs	Joint wetlands owner	Joint wetlands owner
B2	DCWW WwTW will have non-P driver (WQ or growth), potential for joint benefit solution. Collaboration opportunity.	Non-P driver met by target date	100% of TP reduction	Provide approval for the ownership, governance, and funding of the TP reduction (beyond DCWW's reduction) relative to the catchment's competing needs	Joint wetlands owner	Joint wetlands owner
C	DCWW has AMP8 driver (non-P related). DCWW will have 'on-site' conventional solution. But further P reduction available. Separate solutions.	Non-P driver met by target date	100% of TP reduction	Provide approval for the ownership, governance, and funding of the TP reduction (beyond DCWW's reduction) relative to the catchment's competing needs	Facilitating Partner	Sole wetlands owner
D	DCWW WwTW has no NEP investment scheduled. Collaboration opportunity.	No DCWW reduction/ driver claimed or required at this WwTW	100% of TP reduction	Provide approval for the ownership, governance, and funding of the TP reduction (beyond DCWW's reduction) relative to the catchment's competing needs	Facilitating Partner	Sole wetlands owner

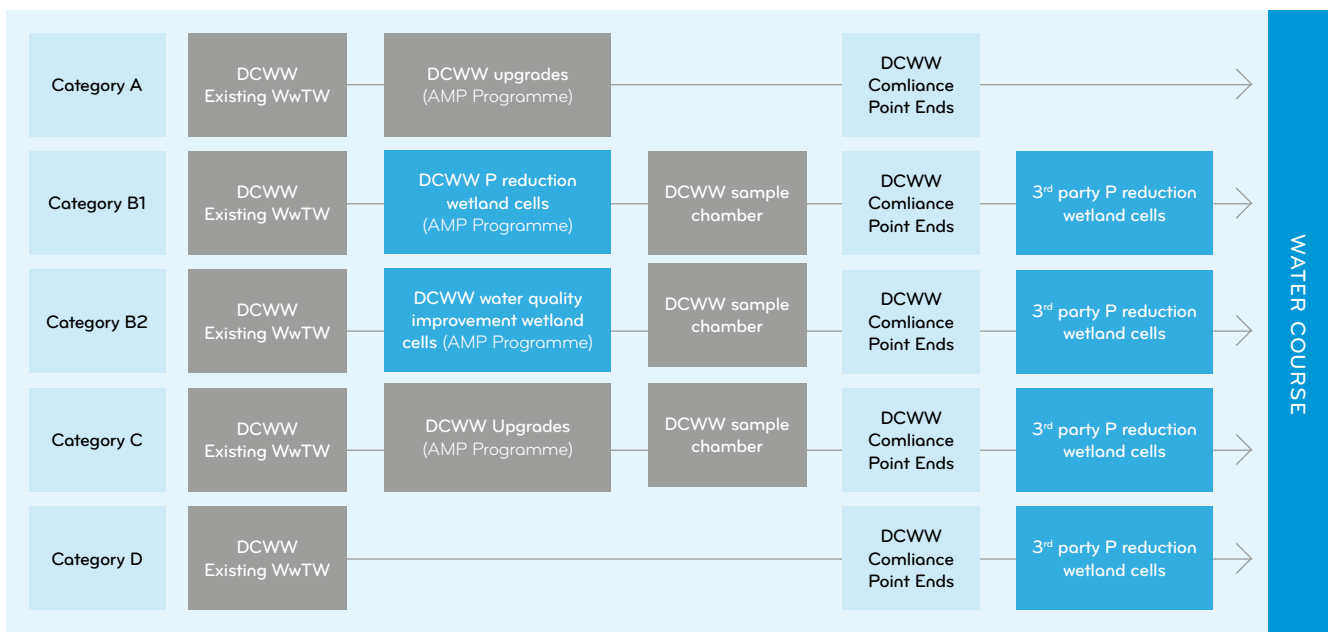


Figure 1 Diagrammatic explanation of the collaboration categories. There may be slight variations to these as we know more about the dynamics of the site and the collaboration.

ROLES AND RESPONSIBILITIES FOR PHASE 1

Collaborative working and catchment management should both be flexible and iterative. Each category of WwTW, each feasibility study, with each organisation will have nuances within the approach we take. But to enable the optimum partnership, we have presented a template Memorandum of Understanding and 'Collaboration Principles'. It is of limited value to have complex contracts at this early stage of the feasibility process, though that will be required should schemes progress to design and delivery stage. Detailed roles and responsibilities are presented in the Memorandum of Understanding, accompanying this pack. The section below provides high-level roles and responsibilities for this collaboration.

NUTRIENT MANAGEMENT BOARDS

Each catchment has complex and competing needs, for example prioritising development 'offsetting credits' or focusing on river compliance and ecological improvement; additionally, CTW are one part of the solution. Addressing each river's nutrient failures, requires independent and strategic governance and whole catchment oversight. The NMBs are best positioned to determine how phosphorus reduction is used, who benefits and how the reduction is managed and owned going forward. Therefore, our proposal is that:

- NMBs are the 1st point of call for mitigation proposals
- NMBs act as catchment mitigation approver⁴
- NMBs balance competing needs (e.g. river compliance with development offsetting)
- NMBs determine betterment commitment per solution (e.g. minimum 20% betterment to river for any credit or offsetting scheme, based on rivers' compliance exceedance)

We cannot progress your Collaboration Proforma submission, without your NMB supporting your request.

DŴR CYMRU WELSH WATER

DCWW will be responsible for pre-screening our WwTW (as discussed above) and providing relevant data to enable you to progress your feasibility. DCWW will also be responsible for adhering to the Collaboration Principles presented in the MOU. Should the CTW progress to phase 2, roles and responsibilities will be defined dependant on the category of the WwTW.

THIRD PARTY ORGANISATION

In phase 1, the third party is the organisation initiating the collaboration and request for DCWW final effluent to feed a CTW. In this instance, it is likely to be a local planning authority (LPA) or environmental NGO partner (ENGO). The third party will be responsible for leading and funding the feasibility study. They will be responsible for adhering to the Collaboration Principles presented in the MOU.

NATURAL RESOURCES WALES AND ENVIRONMENTAL AGENCY

NRW and EA are the environmental regulators for our operating area. They are responsible for advising the local planning authorities on the environmental implications of proposed development within SAC rivers, and producing policy guidance and regulation; with particular attention to water quality implications. They are also responsible for permitting the CTW should it progress to delivery stage.

4. NMB's approval will be required before a 3rd party submits a collaboration request to DCWW to utilise our final effluent for a CTW.

FUNDING ARRANGEMENTS

For phase 1, the third-party organisation who has submitted the Collaboration Proforma, will be responsible for funding the CTW feasibility stages; irrespective of the WwTW Category. This is because our Phosphorus Programme has not yet been agreed and signed off by our environmental and economic regulators. We cannot spend customer's money, until that process is complete, and all schemes are confirmed. We are sharing our indicative Phosphorus Programme ahead of this sign of stage, for the benefit of the environment and developmental needs. To enable others in the catchment to contribute to a targeted solution.

Should the scheme progress to the later phases, the costs division will be dependant upon the scheme category. These funding principles will be discussed in the Collaboration Kick Off meeting, but to enable your organisation to plan, a high-level approach is presented in appendix 5. A summary of which is below.

For all CWT schemes, there will be two distinct components. Component one is the transfer of the final effluent from its current route and discharge location to the proposed CWT's inlet. Component two comprises of the CTW itself. These can be summarised as the 'grey' and the 'green'. The 'grey' component (the Final Effluent Transfer) requires civil engineering, hydraulic assessments, and modelling. For these 'grey' components, DCWW must work with trusted framework partners due to the specific specifications of surveys and design we require and the health and safety implications of working on our sites. For that reason, DCWW will lead this 'grey' stage for all CTW.

For Category B1 and Category B2 WwTW, we will fund this these 'grey' elements. For Category C and D WwTW, the third-party will fund the 'grey' elements in their entirety, but DCWW will still lead the approach, working with our trusted partners. You will then be charged at cost for the work.

For the 'green' components (feasibility, design, sizing, and construction of the wetlands), the chosen partner/s will depend upon the category of the scheme. If it is a collaborative scheme (Category B1 or B2) then DCWW and the partnership organisation will need to agree suitable partners, based on both of our Procurement Standards and protocols. Regardless of the partner, the third-party will fund this wetlands stage in its entirety.

Both components – the 'grey' and the 'green' – come to a comparable total cost, based on experience from other schemes. Consequently, for collaborative CTW (category B1 and B2), DCWW and the third-party will contribute relatively evenly. Both organisations will operate an open book accounting approach, as defined in the MOU. More detail will be provided on this as your CTW progresses through to Kick Off Meeting.

WHAT HAPPENS NEXT?

Appendix 3 provides an overview of all phases of this collaboration, should CTW progress through to that stage. The immediate next stages to progress to phase 1 feasibility of a CTW, are:

1. Discuss your proposal with your relevant Nutrient Management Board. It is important your proposal fits into an overarching catchment response.
2. Once you have garnered NMB approval, read through the MOU.
3. If you are happy to proceed, populate the Collaboration Proforma (see link in appendix).
4. Submit the Collaboration Proforma.
5. DCWW colleagues will review your request, and based on our indicative need at the site, we will reply to your request within 4 weeks.
6. A collaboration kick-off meeting will be arranged, hosted by DCWW. In this meeting will discuss the collaboration principles, funding arrangements and additional details presented in the MOU, to confirm the working arrangements and data share process. The agenda for this meeting will be determined by the category of WwTW.
7. DCWW will then prepare an assets specific pack, containing details on the WwTW/s you are interested in to ensure an accurate, WwTW specific feasibility is undertaken.

See appendix 2a for more details on the stages that make up Phase 1 feasibility. And Appendix 2b to understand the follow-on phases, should the WwTW pass feasibility assessment.

LINKED DOCUMENTS & RESOURCES

1. NRW's Compliance Assessment Of Welsh SACs Against Phosphorus Targets
2. NRW's SAC Phosphorus Assessment Data
3. NRW's Advice to planning authorities for planning applications affecting phosphorus sensitive rivers
4. Welsh Government's Tackling Phosphorus Pollution in Special Area of Conservation (SAC) Rivers: information and evidence pack (July 2022)
5. DCWW's SAC Position Statement
6. DCWW's Improving our river water quality

RELEVANT LEGISLATION

- Conservation of Habitats and Species Regulations 2010 (The Habitats Directive).
- Town and Country Planning (Environmental Impact Assessment)(England and Wales) Regulations 1999 (as amended).
- Planning Policy Wales (Edition 2, July 2010)
- The European Council Urban Waste Water Treatment Directive (91/271/EEC).
- The European Council Water Framework Directive (2000/60/EC)
- Environment Act 1995
- Convention on Biological Diversity 1992
- Council Directive of the Conservation of Wild Birds 1979
- Council Directive on the Conservation of Natural Habitats and of Wild Fauna and Flora 1992
- Wildlife and Countryside Act 1981 (as amended)
- Environmental Protection Act 1990
- Land Drainage Act 1991
- Protection of Badgers Act 1992
- Countryside and Rights of Way Act 2000

APPENDIX

APPENDIX 1: MEMORANDUM OF UNDERSTANDING FOR PHASE 1

Welsh Water has provided a template **Memorandum of Understanding**, to cover Phase 1 of this collaboration. This will be discussed in detail in the initial collaboration kick off meeting

APPENDIX 2A: PHASE 1 PROCESS

Each phase is of course made up of multiple phases. Below provides a simplified version of the whole process, should the CTW progress through to these stages.

PHASE 1 STAGE	PURPOSE	FUNDING ORGANISATION	LEAD ORGANISATION
DCWW Phosphorous Programme shared with NMB	To communicate further opportunities for phosphorus reduction in each catchment	DCWW	DCWW
Opportunities for collaboration and mitigation reviewed at catchment scale	To ensure catchment level assessment of mitigation based on competing river needs	n/a	NMB
CTW owner and funder confirmed, NMB support garnered, Phase 1 proforma populated	To provide clear audit trail of which partner is 'owning' and funding the phosphorus reduction	n/a	CTW proposer
Phase 1 Proforma Request Processed by DCWW	To maintain governance and tracking of schemes	n/a	DCWW
Phase 1 Kick-Off meeting progressed (meeting pack and agenda shared ahead of time)	To establish feasibility parameters, feasibility specifications/standards and funding arrangements	n/a	DCWW
DCWW formalise support to progress to feasibility	To provide NMB and 3rd party assurance of DCWW (and our regulator's) support to progress to feasibility stage	n/a	DCWW
Phase 1 MOU, Funding Principles, feasibility specification and RACI signed by both parties	To ensure all parties are clear and expectations aligned with phase 1 roles and responsibilities	n/a	DCWW
Timeline, contractor and procurement strategy confirmed	To confirm both parties procurement governance and processes are adhered to, and clear runway for feasibility is in place	n/a	DCWW
WwTWs Asset specific pack produced and shared with CTW partner	To provide assets specific accuracy for the feasibility assessment/s	DCWW	DCWW
CTW contractor undertakes desk based feasibility (using DC feasibility specification where required)	To advance understanding of CTW potential at specified location	CTW proposer	CTW proposer
CTW feasibility for Complete	n/a	CTW proposer	CTW proposer
Phase 1 outcome review meeting. Decision to progress to Phase 2 or not	To ensure only high confidence CTW schemes progress to phase 2, and to amend WwTW category based on updated policy guidance and investment plans changes	n/a	DCWW & CTW proposer
End of Phase 1			

APPENDIX 2B: DIAGRAM OF WHOLE PROCESS

PHASE 0

WwTW Screening & Categorisation

No commitment is provided at the end of Phase 0.



PHASE 1

Desk-based Feasibility

No commitment is provided at the end of Phase 1.



PHASE 2

Site Feasibility

No commitment is provided at the end of Phase 2.



PHASE 3

Outline Design

DCWW support the scheme in principle and in principle will enable connection of DCWW FE to the third-party CTW. Progression from 'in principle' to full support, is dependent upon the detailed design, regulatory confirmation, legal and estates/land agreement (phase 4).



PHASE 4

Detailed Design & Permitting

DCWW's support in principle will progress to providing effluent for the use of third-party CTW or decline to support based on design risk or changes in our permitted need. If approved, design standards, costings, permitting and Estates matters have been signed by both parties.



PHASE 5

Construction

All commitment now signed and recorded Restrictive Covenant, updated permit and accompanying operating technique and additional governance and costings finalised.



PHASE 6

Operate and Handover

n/a. All commitments have taken place and are documented in previous phases. Handover and operation Roles and Responsibilities are detailed in legal documentation (MOUs and Heads of Terms)

APPENDIX 3: COLLABORATION PROFORMA

All requests for collaboration, need to be formalised via a Phase 1 Proforma. The Proforma is hosted on Microsoft Forms. The link is available here: <https://forms.office.com/e/bkEasMe4so>. If you have printed this Collaboration Guidance Pack, then you can follow the QR Code to access the Proforma instead.



APPENDIX 4: FUNDING CONTRIBUTIONS

The below table presents the general funding principles for each CTW, dependant on the WwTW category. These will be discussed in more detail, along with the estimated costs and governance, as your request and the collaboration progresses.

HEADLINE	SITE PROFILE PACKS & P SCREENING & UPFRONT NBS SCREENING (PHASE 0)	FEASIBILITY STUDY OF WETLANDS (PHASE 1 & 2)	FEASIBILITY STUDY OF FE TRANSFER & SAMPLE CHAMBER (PHASE 3)	OUTLINE DESIGN OF WETLANDS (PHASE 3)	OUTLINE DESIGN OF FE TRANSFER (PHASE 3)	DETAILED DESIGN OF WETLANDS (PHASE 4)	DETAILED DESIGN OF FE TRANSFER & SAMPLE CHAMBER (PHASE 4)	LAND PURCHASE (PHASE 4)	CONSTRUCTION OF WETLANDS (PHASE 5)	CONSTRUCTION OF FE TRANSFER (PHASE 5)	
A	DCWW WwTW has/ will have P limit.	100% DCWW (entire scheme funded by DCWW)									
B1	DCWW WwTW P limit. Further 3rd party P reduction. Shared solution	100% DCWW	3rd Party funds	DCWW funds	3rd Party funds	DCWW funds	3rd Party funds	DCWW funds	50/50	3rd Party funds	DCWW funds
B2	DCWW WwTW non-P driver. 3rd party P reduction. Shared solution	100% DCWW	3rd Party funds	DCWW funds	3rd Party funds	DCWW funds	3rd Party funds	DCWW funds	50/50	3rd Party funds	DCWW funds
C	DCWW non-P related driver. 3rd party P reduction. Separate solutions.	100% DCWW	3rd Party funds	3rd Party funds	3rd Party funds	3rd Party funds	3rd Party funds	3rd Party funds	3rd Party funds	3rd Party funds	3rd Party funds
D	DCWW WwTW has no NEP investment scheduled.	100% DCWW	3rd Party funds	3rd Party funds	3rd Party funds	3rd Party funds	3rd Party funds	3rd Party funds	3rd Party funds	3rd Party funds	3rd Party funds

SAC Catchment	River	WWTW	Current PE	Current P limit	Current NH3 Permit limit	Current permit BOD	Proposed P permit - Modelling commitment	Collaboration Category
Lower Wye	WFD	BROMYARD STW	4801	1	5	25	0.4	Category A
Lower Wye	WFD	CANON PYON STW	328	No permit	No permit	30	3	Category B1
Lower Wye	WFD	DILWYN STW	354	No permit	No permit	42	2.5	Category B1
Lower Wye	WFD	KINGSLAND STW	708	No permit	No permit	41	0.5	Category A
Lower Wye	WFD	LUSTON & YARPOLE STW	668	No permit	7	22	0.25	Category A
Lower Wye	WFD	LYONSHALL STW	404	No permit	10	22	1.5	Category A
Lower Wye	WFD	SHOBDON STW	998	No permit	12	40	0.3	Category A
Lower Wye	WFD	TARRINGTON STW	411	No permit	5	20	0.5	Category A
Lower Wye	WFD	WEOBLEY STW	1137	No permit	7	19	0.3	Category A
Lower Wye	WFD	CLEHONGER STW	1138	No permit	18	25	1	Category A
Lower Wye	WFD	KINGSTONE & MADELY STW	3280	No permit	3	7	0.3	Category A
Lower Wye	WFD	LITTLE DEWCHURCH	277	No permit	10	30	2	Category B1
Lower Wye	WFD	MUCH DEWCHURCH STW	510	No permit	8	20	0.4	Category A

Lower Wye	WFD	PETERCHURCH STW	998	No permit	12	30	1.5	Category A
Lower Wye	WFD	PONTRILAS STW	1489	No permit	6.5	19	0.4	Category A
Lower Wye	WFD	WOOLHOPE VILLAGE STW	218	No permit	No permit	No permit	2.5	Category B1
Lower Wye	WFD	Pencombe	186	No permit	No permit	No permit	1.5	Category A

Collaboration Narrative	Flags or further comments	Mean Total Phosphorus (Jan '10 to 13 Feb '24)	Mean Ortho-Phosphorus (Jan '10 to 13 Feb '24)
No further P reduction via NBS possible. No collaboration opportunity.	n/a		
Collaboration possible for further P removal by 3rd party based on current WwTW performance and DCWW's future investment need.	DCWW's solution to address our P limit is in optioneering stage. We may progress a NBS or a grey solution depending on site.		
Collaboration possible for further P removal by 3rd party based on current WwTW performance and DCWW's future investment need.	DCWW's solution to address our P limit is in optioneering stage. We may progress a NBS or a grey solution depending on site.		
No further P reduction via NBS possible. No collaboration opportunity.	n/a		
No further P reduction via NBS possible. No collaboration opportunity.	n/a		
No further P reduction via NBS possible. No collaboration opportunity.	n/a		
No further P reduction via NBS possible. No collaboration opportunity.	n/a		
No further P reduction via NBS possible. No collaboration opportunity.	n/a		
No further P reduction via NBS possible. No collaboration opportunity.	n/a		
No further P reduction via NBS possible. No collaboration opportunity.	n/a		
No further P reduction via NBS possible. No collaboration opportunity.	n/a		
Collaboration possible for further P removal by 3rd party based on current WwTW performance and DCWW's future investment need.	DCWW's solution to address our P limit is in optioneering stage. We may progress a NBS or a grey solution depending on site.		
No further P reduction via NBS possible. No collaboration opportunity.	n/a		

No further P reduction via NBS possible. No collaboration opportunity.

n/a

No further P reduction via NBS possible. No collaboration opportunity.

n/a

Collaboration possible for further P removal by 3rd party based on current WwTW performance and DCWW's future investment need.

DCWW's solution to address our P limit is in optioneering stage. We may progress a NBS or a grey solution depending on site.

No further P reduction via NBS possible. No collaboration opportunity.

n/a