

Environmental Protection Division

Ein cyf/Our ref: ATISN 25024



Llywodraeth Cymru
Welsh Government

2nd September 2025

Dear ,

Request for Information

ATISN 25024 – Ty Llwyd Quarry – Correspondence

Thank you for your 4th August 2025 request in which you asked:

‘Please may I have copies of all correspondence between Welsh Government and Caerphilly Council, regarding Ty Llwyd Quarry, since January 2025.’

Please note correspondence during January 2025 has been provided within the response to your previous request (ATISN 23265, 12 February 2025) and has therefore have not been repeated within this response. All redactions within this document relate to personal information only. The justification for this is outlined in Annex A.

Our Response;

RE: Ty Llwyd - Site Improvement Works Funding

Thu 17/07/2025 10:59

From: redacted@gov.wales

To: redacted @Caerphilly.gov.uk

Hi redacted

I think the outstanding portion of the payment was made a week or so ago as far as I can tell from the system (£258,870.89). Any probs please let me know.

Thanks again
redacted

Rydym yn croesawu derbyn gohebiaeth yn Gymraeg. Byddwn yn ateb gohebiaeth a dderbynnir yn Gymraeg yn Gymraeg ac ni fydd gohebu yn Gymraeg yn arwain at oedi.

We welcome receiving correspondence in Welsh. Any correspondence received in Welsh will be answered in Welsh and corresponding in Welsh will not lead to a delay in responding.

Llywodraeth Cymru, Parc Cathays, CF10 3NQ
Welsh Government, Cathays Park, CF10 3NQ

Canolfan Cyswllt Cyntaf / First Point of Contact Centre
0300 0604400

RE: Ty Llwyd - Site Improvement Works Funding

Thu 17/07/2025 10:46

From: redacted@gov.wales
To: redacted @Caerphilly.gov.uk

Cc; @Caerphilly.gov.uk
Hi *redacted*

Apologies again.

So do you have any understanding of when the remaining money is likely to be paid please?

Thanks

redacted

Rheolwr Iechyd yr Amgylchedd, Diogelwch Cymunedol, Cynllunio at Argyfwng a Gwydnwch
| Environmental Health, Community Safety, Emergency Planning and Resilience Manager
Cyngor Bwrdeistref Sirol Caerffili | Caerphilly County Borough Council

From: *redacted@gov.wales*
Sent: 17 July 2025 09:14
To: *redacted @Caerphilly.gov.uk*
Cc: *redacted@Caerphilly.gov.uk*
Subject: RE: Ty Llwyd - Site Improvement Works Funding

Hi *redacted*, thanks for coming back.

No problem. I don't think it's much of an issue but our finance colleagues have just asked us for some sort of explanation (which is fine) so we can justify it our end and tie up loose ends etc.

Thanks again
redacted

RE: Ty Llwyd - Site Improvement Works Funding

Mon 14/07/2025 22:47

From *redacted@Caerphilly.gov.uk*
To; *redacted@gov.wales*
Cc; *redacted@Caerphilly.gov.uk*

redacted,

Being perfectly honest, I think this was an administrative oversight on my behalf – I thought I had asked for the letter to be signed, but having traced back through my records I can see Rob asked me to check the details of the grant and I can not find any reply to him. I think I had mixed it up with the Hafodyrynys grant letter we had returned at that time, hence I thought it had been returned.

I can only apologise for this. Please let me know if this is going to cause any issues your end.

Kind Regards

redacted

Rheolwr Iechyd yr Amgylchedd, Diogelwch Cymunedol, Cynllunio at Argyfwng a Gwydnwch
| Environmental Health, Community Safety, Emergency Planning and Resilience Manager
Cyngor Bwrdeistref Sirol Caerffili | Caerphilly County Borough Council

From: *redacted@gov.wales*

Sent: 04 July 2025 12:53

To: *redacted@Caerphilly.gov.uk*

Cc: *redacted@Caerphilly.gov.uk*

Subject: RE: Ty Llwyd - Site Improvement Works Funding

Thanks both.

I need to account for why we didn't obtain the signed letter within the return timeframe it specifies. I'd be grateful if you were able to provide us with a brief explanation so I can feed this back please?

Thanks

Redacted

From: *redacted*

Sent: 04 July 2025 12:36

To: *redacted@gov.wales*

Cc: *redacted@Caerphilly.gov.uk*

Subject: RE: Ty Llwyd - Site Improvement Works Funding

Hi all

I've just received the completed form from Finance.

Apologies again for the delay.

Kind regards

redacted

redacted

Swyddog Iechyd yr Amgylchedd Rhanbarth | District Environmental Health Officer
Cyngor Bwrdeistref Sirol Caerffili | Caerphilly County Borough Council

From: *redacted@gov.wales*
Sent: 04 July 2025 12:10
To: *redacted@Caerphilly.gov.uk*
Cc: *redacted@Caerphilly.gov.uk*
Subject: Ty Llwyd - Site Improvement Works Funding
Importance: High

Hi both

Hope you're well. Following some checks by finance colleagues here they've highlighted there has been a payment error on our side in relation to the WG funded improvement works at Ty Llwyd during 2024/25.

When the grant payment was made for the final works costs (£259,130.02) an incorrect figure was entered meaning that only £259.13 was transferred to Caerphilly CBC.

Finance colleagues think this will be relatively straightforward to sort out. However, the issue of the absence of a signed grant offer letter from yourselves has been flagged. This means they will not allow the remaining funds to be transferred until we receive the signed grant offer letter.

Appreciate you've been attempting to sort this out your end but grateful if you could provide this urgently, so I can arrange for the remaining payment to be made.

Many thanks

redacted

RE: Grant claim form

Thu 03/07/2025 16:11

From; redacted@gov.wales
To; redacted@Caerphilly.gov.uk

Yes seeing you in the meeting today reminded me but only just getting round to emailing! OK thanks

redacted

Head of Local Environment Quality

[Y Gangen Ansawdd Amgylchedd a Rheoleiddio](#)/ Environment Quality and Regulation Branch

[Diogeli'r Amgylchedd](#) / Environmental Protection Division

[Llywodraeth Cymru](#)/ Welsh Government

[Parc Cathays](#)/ Cathays Park

[Caerdydd](#)/ Cardiff CF10 3NQ

[E-bost:](#) *redacted*

[Ffon](#) / Tel: *redacted*

From: *redacted@Caerphilly.gov.uk*
Sent: 03 July 2025 16:09
To: *redacted@gov.wales*
Subject: RE: Grant claim form

Sorry *redacted*, I meant to mentioned it to you today. No, I'm still waiting for the correct version from the finance team. I'll chase them again now. I'm no sorry for the delay.

Thanks
Redacted

Swyddog Iechyd yr Amgylchedd Rhanbarth | District Environmental Health Officer
Cyngor Bwrdeistref Sirol Caerffili | Caerphilly County Borough Council

From: *redacted@gov.wales*
Sent: 03 July 2025 16:07
To: *redacted@Caerphilly.gov.uk*
Subject: RE: Grant claim form

Afternoon *redacted* – Just wanted to check whether there's any progress on the letter?

Thanks

redacted
Head of Local Environment Quality
[Y Gangen Ansawdd Amgylchedd a Rheoleiddio](#) / Environment Quality and Regulation Branch
[Diogeli'r Amgylchedd](#) / Environmental Protection Division
[Llywodraeth Cymru](#) / Welsh Government
[Parc Cathays](#) / Cathays Park
[Caerdydd](#) / Cardiff CF10 3NQ
E-bost: *redacted*
Ffon / Tel: *redacted*

From: *redacted@Caerphilly.gov.uk*
Sent: 27 June 2025 17:05
To: *redacted@gov.wales*

Subject: Grant claim form

Hi *redacted*

The form has been signed but unfortunately it was sent to me via a 'onedrive link', which I am not able to open. I've emailed our finance team to rectify this but it hasn't been actioned as of yet. I'll log in on Monday and hopefully I will be able to get the completed for to you then.

I'm really sorry for the delay.

Kind regards
Redacted

redacted
Swyddog Iechyd yr Amgylchedd Rhanbarth | District Environmental Health Officer
Cyngor Bwrdeistref Sirol Caerffili | Caerphilly County Borough Council

Ty Llwyd

Fri 20/06/2025 17:02

From; *redacted*@Caerphilly.gov.uk

To: *redacted*@gov.wales

cc: *redacted*@Caerphilly.gov.uk

Hi *redacted*

As discussed, please find below an example of some draft wording we have considered using with regarding the delay in the publication of the Part 2A report. This is draft and has not been sent out to the public, but it gives you an idea of the wording we have in mind.

The sampling associated with the Part 2A (Environmental Protection Act 1990) investigation, to determine if the site meets the legal definition of contaminated land, was concluded around April 2024. Our consultants analysed all of the sampling results and drafted a report, which concluded that the site did not meet the legal definition of contaminated land in terms of the potential impact to human health, ecology and controlled waters (groundwater and surface water). Environmental Health consulted with external agencies such as Natural Resources Wales (NRW) and Public Health Wales on this draft report. NRW in particular had a number of queries regarding our understanding of the waste mass and leachate within the landfill, the geology around the site and groundwater environment.

We are hoping that the second version of the draft Part 2A report will be with us by the end of July. The report will then have to go through an internal review and potential amendments before we will be in a position to consult external agencies such as NRW & PHW. It's really difficult to put timescales on when the report might be ready for publication as this depends on how long it takes the external agencies to review the document, how extensive their comments are and if anything further will be required as a result of their comments.

With regards to the grant award letter, I did try to get it signed today but unfortunately it was not possible. We will ensure that the signed letter is returned to you next week.

Thank you and have a good weekend.

redacted

Swyddog Iechyd yr Amgylchedd Rhanbarth | District Environmental Health Officer
Cyngor Bwrdeistref Sirol Caerffili | Caerphilly County Borough Council

Afternoon *redacted* – How does 11 tomorrow sound?

Regards

redacted

Head of Local Environment Quality

[Y Gangen Ansawdd Amgylchedd a Rheoleiddio](#) / Environment Quality and Regulation Branch
[Diogeli'r Amgylchedd](#) / Environmental Protection Division

[Llywodraeth Cymru](#)/ Welsh Government
[Parc Cathays](#)/ Cathays Park
[Caerdydd](#)/ Cardiff CF10 3NQ
E-bost: Email: *redacted*
Ffon / Tel: *redacted*

From: *redacted*@Caerphilly.gov.uk
Sent: 18 June 2025 12:14
To: *redacted*@gov.wales
Subject: RE: Finances Required for Ty Llwyd Works

Hi *redacted*

I'm free tomorrow from 9am until 12pm & 1.30pm until 2.30pm & 3.30pm until 5pm. On Friday, I'm available from 9pm until 3pm and 3.30pm until 5pm. If any of those times suit you, we can pop a Teams meeting in the diary.

Thanks

redacted

Swyddog Iechyd yr Amgylchedd Rhanbarth | District Environmental Health Officer
Cyngor Bwrdeistref Sirol Caerffili | Caerphilly County Borough Council

From: *redacted*@gov.wales
Sent: 17 June 2025 07:40
To: *redacted*@Caerphilly.gov.uk
Subject: RE: Finances Required for Ty Llwyd Works

Morning *redacted* – Apologies I've just noticed that you had sent this email through last month but it for some reason it went into my junk mailbox.... I can see that you are off at the moment so happy for you to give me a call on your return.

Regards

redacted

Head of Local Environment Quality

[Y Gangen Ansawdd Amgylchedd a Rheoleiddio](#)/ Environment Quality and Regulation Branch

[Diogeli'r Amgylchedd](#) / Environmental Protection Division

[Llywodraeth Cymru](#)/ Welsh Government

[Parc Cathays](#)/ Cathays Park

[Caerdydd](#)/ Cardiff CF10 3NQ

E-bost: Email: *redacted*

Ffon / Tel: *redacted*

Grant Offer Letter

Fri 13/06/2025 15:16

From; *redacted*@gov.wales
To; *redacted* @Caerphilly.gov.uk
CC; *redacted*@Caerphilly.gov.uk

Afternoon *redacted* – Hope all is well? I was just following up to see what the status is with regards to the signed copy of the grant offer letter? We are required to have this in place for recording keeping purposes so grateful if you could send through to myself.

Regards

redacted

Head of Local Environment Quality

[Y Gangen Ansawdd Amgylchedd a Rheoleiddio](#)/ Environment Quality and Regulation Branch

[Diogeli'r Amgylchedd](#) / Environmental Protection Division

[Llywodraeth Cymru](#)/ Welsh Government

[Parc Cathays](#)/ Cathays Park

[Caerdydd](#)/ Cardiff CF10 3NQ

E-bost: Email: *redacted*

Ffon / Tel: *redacted*

From: *redacted*@Caerphilly.gov.uk

Sent: 21 May 2025 10:38

To: *redacted*@gov.wales

Subject: RE: Finances Required for Ty Llwyd Works

Hi *redacted*

Do you want me to give you a written history and summery of what's been happening over the last few years or would you prefer to have a Teams chat about the site? I'm happy to do either, or both.

Thanks

redacted

Swyddog Iechyd yr Amgylchedd Rhanbarth | District Environmental Health Officer
Cynghor Bwrdeistref Sirol Caerffili | Caerphilly County Borough Council

From: *redacted*@gov.wales

Sent: 14 May 2025 09:13

To: *redacted*@Caerphilly.gov.uk

Cc: *redacted*@Caerphilly.gov.uk

Subject: RE: Finances Required for Ty Llwyd Works

Morning both – Also happy to chat separately if you just want to bring me up to speed with things/ possible next steps etc. I'm hoping to backfill Andy's post but that may take a little while so please bear with me if I'm slow coming back on things or ask a million and one questions!

Regards

redacted

Head of Local Environment Quality

[Y Gangen Ansawdd Amgylchedd a Rheoleiddio](#)/ Environment Quality and Regulation Branch

[Diogeli'r Amgylchedd](#) / Environmental Protection Division

[Llywodraeth Cymru](#)/ Welsh Government

Parc Cathays/ Cathays Park
Caerdydd/ Cardiff CF10 3NQ
E-bost: / Email: *redacted*
Ffon / Tel: *redacted*

RE: Finances Required for Ty Llwyd Works Wed 14/05/2025 09:09

From; *redacted@gov.wales*
To: *redacted@Caerphilly.gov.uk*; *redacted@Caerphilly.gov.uk*
CC; *redacted@gov.wales*

Hi both

I'm just tying up a few loose ends with the old role and handing things over to *redacted* (copied).

Are you able to send over the paperwork mentioned below please? Also, I think we're probably overdue a CCBC / NRW/ WG meeting regarding the site. It would be good to get an update on NRW's review of the draft Remediation Assessment document, further works you guys may have planned, and where things are with the permit etc. Are you able to suggest some dates after Whitsun where group members are available your side so we can suggest some dates to the others?

Thanks
redacted

Etifeddiaeth Mywngloddio a Diogelwch Cronfeydd / **Mining Legacy and Reservoir Safety**
Grŵp Llywodraeth Leol, Tai, Newid Hinsawdd a Materion Gwledig / **Local Government,**
Housing, Climate Change and Rural Affairs
Llywodraeth Cymru/ **Welsh Government**
Parc Cathays/ **Cathays Park**
Caerdydd / **Cardiff CF10 3NQ**
Rhif ffôn / **Phone no:** *redacted*

RE: Finances Required for Ty Llwyd Works Wed 16/04/2025 11:55

From; *redacted@Caerphilly.gov.uk*
To; *redacted@gov.wales*

Amazing thank you! I will send the required paperwork back to you as soon as someone from Finance can pull the ledger together for me. They have been extremely busy with year end payments, so I will keep nagging!

Thanks

redacted

Cyngor Bwrdeistref Sirol Caerffili | Caerphilly County Borough Council

From: *redacted@gov.wales*
Sent: 16 April 2025 11:45
To: *redacted@Caerphilly.gov.uk*; *redacted@Caerphilly.gov.uk*
Cc: *redacted@gov.wales*
Subject: RE: Finances Required for Ty Llwyd Works

Morning both

Just a quick one to say that the grant funding has been paid.

Hope you have a good Easter.

Regards
redacted

Finances Required for Ty Llwyd Works

From; *redacted@Caerphilly.gov.uk*
To; *redacted@gov.wales*
Cc; *redacted@Caerphilly.gov.uk*

Fri 04/04/2025 16:02

Hi *redacted* ,

Please find attached the amount that we will submitting for the Ty Llwyd scheme as part of the grant award:

Upgrading works to Headwall in Pantyfynnon woodland - £12,372.56
SW improvement works on the Ty Llwyd site (lining of channel, installation of leaky dams and upgrading the culvert - £61,300.00
Banking Retention Works on the Ty Llwyd site - £7,500.00
Works undertaken by Arcadis to include:
Geophysical Survey = £21,835
Arcadis input / review of Geophysical Survey = £5,151.70
Topographical Survey = £6,545
Ground Investigation - Rotary Drilling / Groundwater monitoring etc = £127,559.59
Interpretative reporting using Ground Investigation = £12,950.96
Site Work on landfill = £2,915.21

Total - £259,130.02

We are in the process of paying invoices and getting all costs registered on our system at the moment. On Monday, I will sort out the grant claim and send it over to you. Please let me know if you need copies of the invoices to accompany the claim and I will arrange this.

Is this information sufficient for now please? If you need anything further, please drop me a line.

Kind Regards

redacted

Cyngor Bwrdeistref Sirol Caerffili | Caerphilly County Borough Council

From; *redacted@gov.wales*

To: redacted@Caerphilly.gov.uk; *redacted@Caerphilly.gov.uk*

Hi both, hope all is well.

Grateful if we could have a TEAMS catch up on Ty Llwyd soon please? Tuesday 4th AM, after 15:00 Wednesday, or anytime Friday next week is good for me if convenient for you both?

Thanks

redacted

[Amgylchedd a Rheoleiddio](#)/ Environment Quality and Regulation Branch
[Diogelu'r Amgylchedd](#) / Environmental Protection Division
[Llywodraeth Cymru](#)/ Welsh Government
[Parc Cathays](#)/ Cathays Park
[Caerdydd](#) / Cardiff CF10 3NQ
[Rhif ffôn](#) / Phone no: *redacted*

No subject 26/03/2025

From; *redacted@Caerphilly.gov.uk*

To; *redacted@gov.wales*

Copy of grant offer letter provided in response email

redacted

Arweinydd Tîm | Team Leader

Cyngor Bwrdeistref Sirol Caerffili | Caerphilly County Borough Council

Hi *redacted*

So sorry for the delay on all this, we have been concentrating on getting the work done so quickly, I am a little behind on the paperwork! I will arrange to get the signed grant award letter to you today and will speak to Alison to get an invoice in ASAP.

Thanks

redacted

Cyngor Bwrdeistref Sirol Caerffili | Caerphilly County Borough Council

From: *redacted@gov.wales*

Sent: 25 March 2025 07:56

To: redacted@Caerphilly.gov.uk; *redacted@Caerphilly.gov.uk*

Subject: Capital Grant Payment for Ty Llwyd Works

Importance: High

Morning both

I need to get the grant payment to you think week for Ty Llwyd (it's pretty critical it get transferred this week and before the end of the month).

Could you provide me with a brief final invoice which I can use to process the claim ASAP.

Andy problems please give me a shout.

Thanks

Redacted

[Amgylchedd a Rheoleiddio](#) / Environment Quality and Regulation Branch

[Diogelu'r Amgylchedd](#) / Environmental Protection Division

[Llywodraeth Cymru](#) / Welsh Government

[Parc Cathays](#) / Cathays Park

[Caerdydd](#) / Cardiff CF10 3NQ

[Rhif ffôn](#) / Phone no: *redacted*

RE: Ty Llwyd Capital Grant Claim

10/03/2025

From; *redacted@Caerphilly.gov.uk*

To; *redacted@gov.wales*

Cc; *redacted @Caerphilly.gov.uk*

Can you give us another week on this please because by then we will have a full understanding of all costs we are going to be claiming. Much of the work is ongoing at the moment.

I will get the signed grant letter over to you ASAP too.

Thanks

redacted

Cyngor Bwrdeistref Sirol Caerffili | Caerphilly County Borough Council

From: *redacted@gov.wales*

Sent: 10 March 2025 12:46

To: redacted@Caerphilly.gov.uk; *redacted*; *@Caerphilly.gov.uk*

Subject: Ty Llwyd Capital Grant Claim

Hi both

I'm required to meet a financial deadline to log grant claims (which is prior to the end of the month) so I'd be grateful if you could prepare the final grant claim figure and an outline of what aspects the grant funding payment covers.

I think I can only make one grant payment so it will need to be the final figure.

Thanks

redacted

[Amgylchedd a Rheoleiddio](#)/ Environment Quality and Regulation Branch
[Diogelu'r Amgylchedd](#) / Environmental Protection Division
[Llywodraeth Cymru](#)/ Welsh Government
[Parc Cathays](#)/ Cathays Park
[Caerdydd](#) / Cardiff CF10 3NQ
[Rhif ffôn](#) / Phone no: *redacted*

Welsh Government Capital Grant Funding - Grant Offer Letter - Ty Llwyd - Improvement Works Wed 29/01/2025 15:59

From; [@gov.wales](#)

To; *redacted*@Caerphilly.gov.uk

cc. *redacted*@Caerphilly.gov.uk

Afternoon *redacted*

Apologies for the delay in providing this. Please find attached the grant offer letter confirming the capital funding agreement to support improvement works at the Ty Llwyd site agreed by the Deputy First Minister during December.

The letter includes an outline of potential works which could be undertaken at the site to assist with its management and improve environmental impacts. The development of the funding offer has been based on previous information provided by Caerphilly Council. I appreciate that given the time constraints and other practical challenges it may not be possible to deliver all aspects of work when the potential for funding was discussed towards the end of last year, so I wanted to highlight there isn't an expectation that everything within the grant offer letter will be delivered during the funding period.

If there is anything you'd like to discuss I'd be happy to meet with you.

Regards

redacted

Copy of Grant offer letter provided in response email

redacted

[Amgylchedd a Rheoleiddio](#)/ Environment Quality and Regulation Branch
[Diogelu'r Amgylchedd](#) / Environmental Protection Division
[Llywodraeth Cymru](#)/ Welsh Government
[Parc Cathays](#)/ Cathays Park
[Caerdydd](#) / Cardiff CF10 3NQ
[Rhif ffôn](#) / Phone no: *redacted*

Thanks *redacted* – much appreciated!

redacted

Cyngor Bwrdeistref Sirol Caerffili | Caerphilly County Borough Council

From: *redacted@gov.wales*
Sent: 29 January 2025 15:32
To: *redacted@Caerphilly.gov.uk*
Cc: *redacted@Caerphilly.gov.uk*
Subject: RE: Ty Llwyd Grant Award

Hi both

The grant offer letter has been drafted and I'm waiting on final sign off. I was hoping to get it to you today.

Regards
Redacted

From: *redacted@Caerphilly.gov.uk*
Sent: 29 January 2025 15:04
To: *redacted@gov.wales*
Cc: *redacted@Caerphilly.gov.uk*
Subject: Ty Llwyd Grant Award
Importance: High

Hello *redacted*

Do you need anything from CCBC to be able to progress with a grant award letter please? We have a number of schemes ready to go but in order for us to get the relevant contracts in place, our procurement department need to understand the terms and conditions of the grant award. Are you able to give a timeframe as to when we can expect a grant award letter please?

Do you need costings from us for the proposed schemes?

Many thanks

redacted

Cyngor Bwrdeistref Sirol Caerffili | Caerphilly County Borough Council

Welsh Government Grant Offer Letter to Caerphilly County Borough Council

Redacted

Head of Public Protection Community and Leisure Services
Caerphilly County Borough Council
Penallta House,
Tredomen Business Park,
Ystrad Mynach,
Hengoed
CF82 7PG
Redacted

Attention: *Redacted*

27 January 2025

Dear Caerphilly County Borough Council,

Award of capital grant funding in relation to site improvement works at the former Ty Llwyd Landfill to reduce off-site environmental impacts.

1. Award of Funding

- (a) We are pleased to inform you that your application has been successful and funding of up to £775,000 *Seven Hundred and Seventy Five thousand pounds* (the “**Funding**”) is awarded to you for the Purposes (as defined in Condition 4(a)).
- (b) The Funding relates to the period 13 December 2024 to 31 March 2025 and must be claimed in full by 31 March 2025 otherwise any unclaimed part of the Funding will cease to be available to you.
- (c) This letter shall become effective on the date of signature evidencing acceptance by you as set out in the acceptance page below.
- (d) If you have any queries in relation to this award of Funding or the Conditions please contact the Welsh Government Official who will be happy to assist you.

2. Statutory authority and Subsidy Control

- (a) This award of Funding is made on and subject to the Conditions and under the authority of the Deputy First Minister and Cabinet Secretary for Climate Change and Rural Affairs one of the Welsh Ministers, acting pursuant to functions transferred under section 58A of the Government of Wales Act 2006 for site improvement works at the former Ty Llwyd Landfill to reduce off-site environmental impacts and inform potential future remediation works.
- (b) You must ensure that the use of the Funding is compatible with the Subsidy Control Act 2022 and the applicable agreements contained in the World Trade Organisation rules, UK-EU Trade and Cooperation Agreement and any Free Trade Agreement involving the UK and the Northern Ireland Protocol.

3. Interpreting the Conditions

Any reference in the Conditions to:

'Account' is to the bank account opened and maintained by you with a UK clearing bank, in your own name and in respect of which you have sole signing rights or such other account as we may approve for the purpose of the Conditions and at our discretion from time to time;

'Application' is to your information provided on 11 December 2024 'Ty Llwyd Project Work' which detailed a range of potential proposals to improve environmental management of the former Ty Llwyd landfill site.

'Business Day' is to a day other than a Saturday, Sunday, Christmas Day, Good Friday or a bank holiday in Wales under the Banking and Financial Dealings Act 1971;

'Conditions' is to the terms and conditions set out in this letter and the Schedules;

'Costs Incurred' is to the cost of goods and/or services you have received regardless of whether you have paid for them by the date of your claim;

'Costs Incurred and Paid' is to the invoiced cost of goods and/or services you have received and which have been paid for by you in cleared funds by the date of your claim;

'Notification Event' is to any of the events listed in Schedule 3;

'Indicative Payment Profile' is to the indicative payment profile set out in Schedule 4;

'Personnel' is to your management/employees and suppliers or any other person appointed or engaged by you in relation to the Purposes;

'Project Manager' is to your project manager who is responsible for the day to day management of this award of Funding;

Redacted -Team Leader
Environmental Health
Caerphilly County Borough Council
Penallta House,
Tredomen Business Park,
Ystrad Mynach,
Hengoed
CF82 7PG

Tel: Redacted

Email: redacted

'Schedule' is to the schedules attached to this letter;

'we', 'us', 'our' is to the Welsh Ministers;

'Welsh Government Official' is to

Redacted
Local Environment Quality
Environmental Protection
Welsh Government
Email: *Redacted*

or such other Welsh Government official as we may notify you;

‘you’, ‘your’ is to Caerphilly County Borough Council

any reference to any legislation whether domestic or international law will include all amendments to and substitutions and re-enactments of that legislation in force from time to time.

4. Use of the Funding

- (a) You must use the Funding solely for the purposes set out in Schedule 1 (the **“Purposes”**)
- (b) You must achieve the outcomes set out in Schedule 2 (the **“Outcomes”**).
- (c) Any change to the Indicative Payment Profile, Purposes or Targets will require our written consent which must be obtained from us in advance of implementing any change. Please note that we are not obliged to give our consent but we will consider all reasonable written requests.
- (d) You must not use any part of the Funding for any kind of activity which in our opinion could bring us into disrepute, including but not limited to (1) party political purposes, (2) the promotion of particular secular, religious or political views; (3) gambling, (4) pornography, (5) offering sexual services, or (6) any kind of illegal activities.
- (e) You must not use any part of the Funding for: (1) purchasing capital equipment (other than as specified in the Purposes), (2) your legal fees in relation to this letter, (3) Costs Incurred or Costs Incurred and Paid by you in the delivery of the Purposes prior to the period referred to in Condition 1 (b).

Funding pre-conditions

- (a) We will not pay any of the Funding to you until you have provided us with the following information and documentation:
 - i) this letter signed by you;
 - ii) Regular progress updates are provided to Welsh Government.
 - iii) A report providing details of the improvement works and related assessment undertaken at the Ty Llwyd site funded by the capital grant provided.
- (b) Where you are required to provide any information and/or documentation to us as evidence that you have satisfied a particular pre-condition, Condition or otherwise in support of a claim, the information and/or documentation must be in form and substance acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us, and/or request any further or additional information and/or documentation in support of the request for Funding.

6. How to claim the Funding

- (a) You may claim the Funding in arrears based on Costs Incurred by you in the delivery of the Purposes.

- (b) You must claim the Funding in accordance with the dates set out in the Indicative Payment Profile. You must claim the Funding promptly. We reserve the right to withdraw any part of the Funding that you do not claim promptly.
- (c) You must submit your claims for payment of Funding to the Welsh Government Official.
- (d) You must use our claim pro-forma (which is available from the Welsh Government Official) and attach information summarising the works undertaken at the Ty Llwyd site and the associated costs incurred by the Council.
- (e) Evidence in form and substance satisfactory to us that you have appropriate systems in place to ensure that ongoing due diligence is undertaken in respect of any part of the Funding being utilised by you to provide a grant and/or to procure any goods or services from a third party;
- (f) You must provide us with any other information, document, opinion or assurance which we consider to be necessary or desirable (if we have notified you accordingly) in connection with your claim for the Funding.
- (g) We will aim to pay all valid claims as soon as possible and typically within 20 Business Days of receipt of a valid claim being made in accordance with the provisions of this letter, and provided always that the Funding pre-conditions set out in Condition 5 above have been satisfied and that on both the date of the claim and the date the Funding is to be paid to you:
 - i) the declarations made in Condition 8 below are true and correct and will be true and correct immediately after the relevant Funding has been paid to you; and
 - ii) no Notification Event is continuing or might result from the proposed Funding.
- (h) Any payments of the Funding will be made to the Account and will not be paid to any other bank account.

7. Your general obligations to us

You must:

- (a) safeguard the Funding against fraud generally and, in particular, fraud on the part of your Personnel and notify us immediately if you have reason to suspect that any fraud within your organisation has occurred or is occurring or is likely to occur whether or not it relates to the Funding. You must also participate in such fraud prevention initiatives as we may require from time to time;
- (b) maintain appropriate procedures for dealing with any conflicts of interest in relation to the Funding whether actual, potential or perceived;
- (c) comply with all applicable domestic or international laws or regulations or official directives;
- (d) maintain adequate insurances to cover against the risks which may arise in connection with any property or any activity undertaken in delivery of the Purposes. We reserve the right to require you to provide proof of your insurance;
- (e) maintain appropriate financial, risk and control systems when utilising any part of the Funding for any purpose;

- (f) maintain appropriate financial, risk and due diligence systems when utilising any part of the Funding to provide a grant and/or to procure any goods or services from a third party;
- (g) co-operate fully with the Welsh Government Official and with any other employee of the Welsh Government or consultant appointed by us to monitor your use of the Funding and your compliance with the Conditions;
- (h) inform us immediately if any of the declarations made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
- (i) notify us of any funding received by you from any source which is procured or utilised in conjunction with the Funding to directly support the Purposes including but not limited to your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme and any other funders. The intention of this Condition is to avoid any duplication of funding in respect of the Purposes.

8. Declarations

You declare that:

- (a) you have the power to enter into and to perform the obligations set out in the Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under the Conditions;
- (b) no limit on your powers will be exceeded as a result of claiming the Funding, or the grant of any security contemplated by the Conditions;
- (c) the entry into and performance by you of any of the transactions contemplated by this letter do not, and will not, contravene or conflict with:
 - i) your constitutional documents;
 - ii) any agreement or instrument binding on you or your assets or constitute a default or termination event (however described) under any such agreement or instrument; or
 - iii) any law or regulation or judicial or official order, applicable to you;
- (d) no Notification Event is continuing or might reasonably be expected to result from the provision of the Funding and no other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination thereof, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on you or to which any of your assets is subject;
- (e) no litigation or arbitration or administrative proceeding is current or pending or, so far as you are aware, threatened, which has or could have an adverse effect on your ability to perform and comply with any of the Conditions;
- (f) you have disclosed to us all material facts or circumstances which need to be disclosed to enable us to obtain a true and correct view of your business and affairs (both current and prospective) or which ought to be provided to any person who is considering providing funding to you;
- (g) any information, in written or electronic format, supplied by you to us in connection with the Funding was, at the time it was supplied or at the date it was stated to be given (as the case may be):

- i) if it was factual information, complete, true and accurate in all material respects;
- ii) if it was a financial projection or forecast, prepared on the basis of recent historical information and on the basis of reasonable assumptions and was arrived at after careful consideration;
- iii) if it was an opinion or intention, made after careful consideration and was fair and made on reasonable grounds; and
- iv) not misleading in any material respect, nor rendered misleading by a failure to disclose other information,

except to the extent that it was amended, superseded or updated by more recent information supplied by you to us.

- (h) you have discussed and agreed the Targets with us and you are confident that they are realistic and achievable;
- (i) there are no conflicts of interest in relation to the Funding whether actual, potential or perceived;
- (j) acceptance of this award of Funding will not result in duplicate funding in respect of the activities required to deliver the Purposes. This includes but is not limited to any payments received by you in relation to the effects of the spread of the Coronavirus (COVID-19) from your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme and any funders.
- (k) You will be deemed to repeat the declarations in this Condition 8 on:
 - i) each date on which you submit a claim for payment of Funding pursuant to the Conditions; and
 - ii) each date on which you may have any liability to us under or in relation to the Conditions or the award of Funding,

and in each case by reference to the facts and circumstances existing on each such date.

9. Notification Events and their consequences

- (a) You must notify us immediately if a Notification Event has occurred or is likely to occur but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.
- (b) We will either:
 - i) notify you that we, at our absolute discretion, consider the Notification Event is not capable of remedy; or
 - ii) if we consider, at our absolute discretion, that the Notification Event is capable of being remedied, seek to discuss the Notification Event with you with a view to agreeing a course of action to be taken to address the Notification Event.
- (c) We will be entitled to take any of the actions listed in Condition 9(d) if:
 - i) despite our efforts we have been unable to discuss the Notification Event with you; or
 - ii) we notify you that the Notification Event is not, in our opinion, capable of remedy; or

- iii) a course of action to address and/or remedy the Notification Event is not agreed with you; or
 - iv) a course of action to address and/or remedy the Notification Event is agreed with you but you fail to follow it, or any conditions attached to it are not met (including without limitation the timescale for such course of action) to our satisfaction; or
 - v) the course of action fails to remedy the Notification Event to our satisfaction.
- (d) If any of the circumstances set out in Condition 9(c) occurs we may, at our absolute discretion, by notice to you:
 - i) withdraw the award of Funding; and/or
 - ii) require you to repay all or part of the Funding; and/or
 - iii) suspend or cease all further payment of Funding; and/or
 - iv) make all further payments of Funding subject to such conditions as we may specify; and/or
 - v) deduct all amounts owed to us under the Conditions from any other funding that we have awarded or may award to you; and/or
 - vi) exercise any other rights against you which we may have in respect of the Funding.
- (e) All repayments of Funding must be made to us within 20 Business Days of the date of our demand.

10. Monitoring requirements

You must:

- (a) provide us with such documents, information and reports which we may reasonably require from time to time in order for us to monitor your compliance with the Conditions including :
 - i) Monthly updates on the progress of works at the Ty Llwyd site.
 - ii) Following the end of the financial year 2024/25 provide a report summarising the works delivered through Welsh Government Capital Grant Funding.
- (b) meet with the Welsh Government Official and such other of our representatives as we may from time to time reasonably require;
 - i) The provision of updates of progress with Ty Llwyd works.
 - ii) To discuss specific issues that may be raised regarding the Ty Llwyd site.
- (c) ensure that the Project Manager (or such other person as we may agree) together with any other person we may require attends all meetings with the Welsh Government Official.

11. Audit Requirements

(a) You must:

- i) maintain complete, accurate and valid accounting records identifying all income and expenditure in relation to the Purposes;
- ii) without charge, permit any officer or officers of the Welsh Government, Audit Wales or any UK subsidy enforcement body at any reasonable time and on reasonable notice (in exceptional circumstances, such as the

prevention or detection of fraud, it may not be practicable to provide you with reasonable notice) being given to you to visit your premises and/or to inspect any of your activities and/or to examine and take copies of your books of account and such other documents or records howsoever stored as in such officer's reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by the Welsh Government, Audit Wales or any UK subsidy enforcement body or any officer, servant or agent of any of the above;

- iii) retain this letter and all original documents relating to the Funding for [ten] years from the date of the last payment of the Funding;

- (b) Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. They and their officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require; and to require those persons to attend before them for such a purpose. The Auditor General and their staff may exercise this right at all reasonable times.

12. Third party obligations

- (a) Nothing in the Conditions imposes any liability on us in respect of any liability incurred by you to any third party (including, without limit, your employees and contractors).
- (b) You must indemnify us against any liabilities, claims, proceedings, demands, losses, costs and expenses suffered or incurred by us directly or indirectly arising as a result of or in connection with any failure by you to perform fully or in part any obligation you may have to a third party from time to time.

13. Intellectual property rights and publicity

- (a) Nothing in the Conditions transfers to us any rights in any intellectual property created by you as a result of the Purposes.
- (b) You must acknowledge our support in relation to the Purposes. Such acknowledgement(s) must be in a form approved by us and must comply with the Welsh Government's branding guidelines.
- (c) You agree that from the date of this letter until 5 years from the date of the final payment of Funding we may include details about your organisation and business, the Funding and the Purposes in Welsh Government promotional materials and you further agree to cooperate with our reasonable requests to achieve the production of such materials.

14. Information

- (a) You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (the "FOIA"), the Environmental Information Regulations 2004 (the "EIR"), the Data Protection Act 2018 (the "DPA") and the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the "UK GDPR").
- (b) You acknowledge that we are responsible for determining in our absolute discretion whether:

- i) to disclose any information which we have obtained under or in connection with the Funding to the extent that we are required to disclose such information to a person making a disclosure request under the FOIA or the EIR; and/or
 - ii) any information is exempt from disclosure under the FOIA or the EIR.
- (c) You acknowledge that we may share any data you provide to us with fraud prevention agencies and third parties for the purposes of preventing and detecting fraud. Any personal data we collect will be managed in accordance with our Privacy Notice which is available to view here [Privacy notice: Welsh Government grants](#)

15. Buying goods and services

- (f) If you decide to buy any goods and/or services to deliver the Purposes, they must be purchased in a competitive and sustainable way so as to demonstrate that you have (i) achieved best value in the use of public funds, and (ii) complied with your conflict of interest policy at the relevant time.
- (g) We may from time to time request evidence from you to demonstrate your compliance with this Condition 15. Such evidence may take the form of evidence of your:
 - compliance with any procurement regulations, legislation or guidance in place from time to time to which you, or any person carrying out a business or function of the same or similar nature to you, is subject; or
 - compliance with your procurement policy in place at the relevant time; or
 - obtaining a minimum of three written quotations for the relevant goods and/or services.
 You must supply such evidence to us promptly following our written request for such evidence.

16. Giving notice

- (a) Where notice is required to be given under the Conditions it must be in writing (this does not include email but may include a PDF copy of a letter attached to an email) and must prominently display the following heading:

“Notice in relation to the Award of capital grant funding in relation to site improvement works at the former Ty Llwyd Landfill to reduce off-site environmental impacts and support future management requirements.”
- (b) The address and contact details for the purposes of serving notice under the Conditions are as follows
 - You: the Project Manager at the address stated in Condition 3.
 - Us: the Welsh Government Official at the address stated in Condition 3.
- (c) A notice will be deemed to have been properly given as follows:-

Prepaid first class post:	on the second Business Day after the date of posting.
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By hand:	upon delivery to the address or the next Business Day if after 4pm or on a weekend or public holiday.
By email attachment:	upon transmission or the next Business Day if after 4pm or on a weekend or public holiday.

17. Equality

You must have in place and apply equality policies covering employment, use of volunteers and provision of services, in accordance with the Equality Act 2010.

18. Welsh language

- a) The Welsh Government is committed to supporting the Welsh language and culture and The Cymraeg 2050: A million Welsh speakers Welsh language strategy (Cymraeg 2050) provides a vision for the growth and further development of the Welsh language.
- b) Where the Purposes include or relate to the provision of services in Wales, they must be provided in Welsh and English unless it would be unreasonable or disproportionate to do so. They must be provided in such a way as to not treat the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.
- c) Where the provision of services forms part of the Purposes, you must act in accordance with the Welsh Language (Wales) Measure 2011 and the aims of Cymraeg 2050. In practice, this will include the following:
 - i) Ensure that any written material produced, including digital material, is bilingual.
 - ii) Ensure that any signage is bilingual.
 - iii) Ensure that any training or public events are held bilingually.
 - iv) Actively promote and facilitate the Welsh language (including providing services and increasing opportunities to use the Welsh language) within funded activities.
- d) For general advice on providing services bilingually and for information on which organisations are able to support you, please contact the Welsh language advice service “Helo Blod” on 03000 258888 or e-mail heloblod@gov.wales with your [query](#).

19. Sustainable development

Your use of the Funding must contribute to the achievement of the Welsh Government’s well-being objectives contained in the Welsh Government’s Programme for Government. You must work in a sustainable way (sustainable development principle) in delivering the Purposes so as to ensure you are working in a preventative, integrated, long-term and collaborative way that involves people that reflect the diversity of Wales. Please refer to Schedule 1 for further information.

20. Welsh Ministers’ functions

You acknowledge that the Welsh Ministers have a range of functions which will continue to accrue and be amended and that decisions in relation to each such function are obliged to be taken in the light of all relevant and to the exclusion of all irrelevant considerations. You agree that nothing contained or implied in, or arising under or in connection with, the Conditions will in any way prejudice, fetter or affect the functions of the Welsh Ministers or any of them nor oblige the Welsh Ministers or any of them to exercise, or refrain from exercising, any of their functions in any particular way.

21. General

- (a) If at any time any of the Conditions are deemed to be or become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- (b) No failure or delay on our part to exercise any power, right or remedy under the Conditions will operate as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.
- (c) Any amendment or variation to the Conditions must be in writing and signed by us and you in the same manner as this letter (or as otherwise agreed by us in writing from time to time).
- (d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under the Conditions.
- (e) Conditions 7, 9, 11, 13, 14, and 21(e) and such other Conditions which by implication need to continue in force beyond the final payment of Funding will so continue in full force and effect.
- (f) The award of the Funding is to you alone and no one else is entitled to make any claim in respect of the Funding or seek to rely on or enforce any of the Conditions.
- (g) In circumstances where you comprise two or more persons or bodies, the liabilities of such persons or bodies shall be joint and several and the default of one of such persons or bodies shall be deemed to be the default of all.
- (h) The Conditions and any disputes or claim (including any non-contractual disputes or claims) arising out of or in connection with it its formation or its subject matter are to be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.

22. How to accept this award of Funding

- (a) To accept this award of Funding you must sign and return a copy of this letter to the Welsh Government Official. None of the Funding will be paid to you until we have received your signed letter.
- (b) We must receive your signed letter within 14 days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours faithfully

Redacted

Print name: *redacted*

Job title: Deputy Director

Department: Environmental Protection

Under the authority of Deputy First Minister and Cabinet Secretary for Climate Change and Rural Affairs, one of the Welsh Ministers

SCHEDULE 1 The Purposes

The Purpose of the Funding is to enable site improvement works at the former Ty Llwyd Landfill to reduce off-site environmental impacts and support future management requirements.

It is acknowledged that it may not be possible to deliver all aspects of the works outlined below given the limited delivery timeframe.

Cost	Value (£)
Improvement works to adjacent land	24,460
Extension of fencing to Pany Y Fynnon Woodland	59,625
Bank Retention Works	7,800
Upgrading works -Headwall Pany Y Fynnon Woodland / drainage improvements	54,892
South West Improvement Works	68,400
Additional monitoring boreholes (estimate)	60,000
Geophysical survey (estimate)	35,000
Additional works if feasible / practical	
Feasibility Work – Grouting (including various surveys, ground investigation and design assessment)	272,323 (including contingency)
Feasibility Work - Capping (including various surveys, ground investigation and design assessment)	192,500 (including contingency)
FULL POTENTIAL SPEND TOTAL	£775,000

SCHEDULE 2 The Deliverables

Description of Deliverable	Date by when it should be achieved?	Evidence required
Surface water improvements works – to create new and improve existing concrete channels and culverts which aim help prevent erosion / under cutting of the existing cap and waste mass within the tip reducing the potential leachate generation.	31 March 2025 (if feasible withing funding timeframe)	End of financial year site works report
Bank retention works – Improvement of the tips surface which currently allows leachate escape due to erosion of the existing cap which is currently at risk of collapse.	31 March 2025 (if feasible withing funding timeframe)	End of financial year site works report
Pantfynnon woodland access restrictions – Leachate is currently discharged to the ground within Panyfynnon woodland located adjacent to the landfill which is owned by the Council. In periods of prolonged wet weather and storm conditions may travel along the woodland floor. This area needs to be secured to prevent public access.	31 March 2025 (if feasible withing funding timeframe)	End of financial year site works report
Headwall improvements - Pantfynnon woodland. To reduce surface water escaping the drainage channel and entering leachate collection channels during storm conditions. This exacerbates leachate transport offsite carrying it closer to residential areas. Upgrading the headwall will prevent this and reduce leachate leaving the site.	31 March 2025 (if feasible withing funding timeframe)	End of financial year site works report
Groundwater monitoring Pantfynnon woodland- Installation of two boreholes within the woodland below the leachate aeration chamber as there are no active boreholes / monitoring wells.	31 March 2025 (if feasible withing funding timeframe)	End of financial year site works report
A non-intrusive geophysical survey – This will establish the extent of the waste mass and help refine the conceptual site model, provide more information	31 March 2025 (if feasible withing funding timeframe)	End of financial year site works report

regarding the volume and consistency of the waste e.g. if it contains metal drums, and therefore help inform future remediation approaches.		
Grouting feasibility assessment and design – will initially require onsite ecological, arboricultural, resistivity and hydrological survey work. This would be followed by ground investigation and design assessment to inform the feasibility of potential grouting as a form of remediation.	31 March 2025 (if feasible withing funding timeframe)	End of financial year site works report
Capping feasibility assessment and design - requiring onsite ecological, arboricultural and resistivity and hydrological survey work, followed by ground investigation to inform the feasibility and design considerations of installing a new cap on the site.	31 March 2025 (if feasible withing funding timeframe)	End of financial year site works report
Any other works at or adjacent to the site which may improve the management of the site, reduce potential pollution incidents and risks or enable future remediation works	31 March 2025 (if feasible withing funding timeframe)	End of financial year site works report

SCHEDULE 3

Notification Events

The Notification Events referred to in Condition 9 are listed below:

1. repayment of any part of the Funding is required in accordance with any relevant legislation;
2. you fail to comply with any of the Conditions;
3. the Funding, in full or in part, is not being used for the Purposes;
4. you fail to achieve any or all of the Targets;
5. there is unsatisfactory progress towards completing the Purposes, including meeting the Targets;
6. you fail to provide information about the Purposes requested by us or any UK subsidy enforcement body or any of its auditors, agents or representatives;
7. we have reason to believe that you and/or any of your Personnel are involved in fraudulent activity or have been involved in fraudulent activity whether or not it relates to or is any way connected to the Funding;
8. we have made an overpayment of Funding to you;
9. there is a duplication of funding in respect of any part of the Purposes. This includes but is not limited to any payments received by you in relation to the effects of the spread of the Coronavirus (COVID-19) from your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme;
10. any declaration made in Condition 8 is, or proves to be, incomplete untrue or misleading, incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
11. there has been a modification (qualification, adverse or disclaimer) to the auditor's opinion on your financial statements;
12. an event or circumstance has occurred and is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination thereof, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on you or to which any of your assets is subject;
13. a moratorium in respect of all or any of your debts or assets or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;
14. you stop or suspend payment of any debts or are unable, or admit in writing your inability, to pay your debts as they fall due;
15. the value of your assets is less than your liabilities (taking into account contingent and prospective liabilities);
16. you commence negotiations, or enter into any composition, compromise, assignment or arrangement, with one or more of your creditors with a view to rescheduling any of your indebtedness (because of actual or anticipated financial difficulties).
17. any action, proceedings, procedure or step is taken in relation to you in relation to:
 - (a) the suspension of payments, a moratorium in respect of any indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise); or

- (b) a composition, compromise, assignment or arrangement with any of your creditors;
or
- (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of you or any of your assets.

- 18. a statutory demand is issued against you;
- 19. you cease, or threaten to suspend or cease, to carry on all or a material part of your business;
- 20. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
- 21. you fail to comply with any statutory reporting obligations which are applicable to you (including, but not limited to, filing requirements at Companies House, the Charity Commission, the Financial Conduct Authority);
- 22. there is any change, whether permanent or temporary, in your shareholders, directors, trustees or partners and/or Personnel which may affect your ability to deliver the Purposes;
- 23. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that providing the Funding and/or the continuation of the arrangements contemplated by this letter could bring us into disrepute;
- 24. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that you may not, or may be unable, to perform or comply with any of your obligations under the Conditions.

SCHEDULE 4
Indicative Payment Profile
(refer to Conditions 5(b), 6(a) and (b))

Maximum amount of instalment	Earliest date for claim	Last date for claim	Documents which must accompany claim pro- forma
£775,000	31 December 2024	31 March 2025	End of financial year site works report

SCHEDULE 5, Audit Certificate

Schedule 8

Subsidy Control

Following consultation of the Statutory Guidance for the United Kingdom Subsidy Control Regime (2022), we do not believe the capital grant funding is a subsidy as the funding does not meet the criteria of the four-limbed test. While limb A (the financial assistance is given, directly or indirectly, from public resources by a public authority) is met, limbs B, C and D are not, as the financial assistance does not confer an economic advantage on one or more enterprises and does not involve offering goods or services on a market.

TWO SIGNATORIES ARE REQUIRED

We declare we are duly authorised to accept the award of Funding
Award of capital grant funding in relation to site improvement works at the former Ty Llwyd Landfill to reduce off-site environmental impacts and inform potential future remediation works.
and the Conditions relating to the Funding.

An authorised signatory of **[Name of Funding Recipient]** Signature

Name

Job Title

An authorised signatory of **[Name of Funding Recipient]** Signature

Name

Job Title

Effective date:

Next steps

If you are dissatisfied with the Welsh Government's handling of your request, you can ask for an internal review within 40 working days of the date of this response. Requests for an internal review should be addressed to the Welsh Government's Freedom of Information Officer at: Information Rights Unit, Welsh Government, Cathays Park, Cardiff, CF10 3NQ or Email: Freedom.ofinformation@gov.wales

Please remember to quote the ATISN reference number above.

You also have the right to complain to the Information Commissioner. The Information Commissioner can be contacted at:

Information Commissioner's Office,
Wycliffe House,
Water Lane,
Wilmslow,
Cheshire,
SK9 5AF

However, please note that the Commissioner will not normally investigate a complaint until it has been through our own internal review process.

Yours sincerely,

Annex A

Regulation 13– Personal data

Regulation 13(1) together with the conditions in Regulation 13(2)(a)(i) and 13(2)(a)(ii) provides an absolute exemption if disclosure of the personal data would breach any of the data protection principles.

‘Personal data’ is defined in sections 3(2) and (3) of the Data Protection Act 2018 (‘the DPA 2018’) and means any information relating to an identified or identifiable living individual. An identifiable living individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual.

We have concluded that, in this instance, the information requested contains third party personal data.

Under Regulation 13(1) of the EIRs, personal data is exempt from release if disclosure would breach one of the data protection principles set out in Article 5 of the GDPR. We consider the principle being most relevant in this instance as being the first. This states that personal data must be:

“processed lawfully, fairly and in a transparent manner in relation to the data subject”

The lawful basis that is most relevant in relation to a request for information under the FOIA is Article 6(1)(f). This states:

“processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child”.

In considering the application of Article 6(1)(f) in the context of a request for information under FOIA it is necessary to consider the following three-part test:-

- **The Legitimate interest test:** Whether a legitimate interest is being pursued in the request for information;
- **The Necessity test:** Whether disclosure of the information/confirmation or denial that it is held is necessary to meet the legitimate interest in question;
- **The Balancing test:** Whether the above interests override the interests, fundamental rights and freedoms of the data subject.

Our consideration of these tests is set out below:

1. Legitimate interests

Welsh Government acknowledges the general public interest in openness and transparency that release of the information would engender. However, we cannot identify any particular legitimate interest in the provision of personal data for individuals working in this area.

2. Is disclosure necessary?

We do not believe it is necessary to release the names of individuals for the discussions and exchange of information to be understood. The provision of this data would not add to the understanding of the information provided or provide any additional context.

3. The balance between legitimate interests and the data subject’s interests or fundamental rights and freedoms

As we do not believe disclosure would further the understanding of the information released we do not believe any interest in accessing these details outweigh the data subjects' interests, fundamental rights or freedoms.

As release of the information would not be legitimate under Article 6(1)(f), and as no other condition of Article 6 is deemed to apply, release of the information would not be lawful within the meaning of the first data protection principle. It has therefore been withheld under Reg13(1) of the Environmental Information Regulations. Reg 13 is an absolute exception and not subject to the public interest test.