

Following the receipt of the email re the toilet block at Poppit on 30-11-22 and with various correspondence with PCC, the following information may assist Cllrs.

It should be noted that PCNP now claims to own the land AND the building. Previously it was claimed the ownership of the building was unknown.

The current situation is:

PCNP owns the land and building.

PCC provides funding for the running costs of the toilets.

Danfo currently hold the contract for all(?) PCC serviced public toilets. Contract costs are updated in August of each year and the contract ends in 2024 (possibility of a 10-year extension or it will have to go out to tender). Costs to PCC following an extension or a new contract are unknown.

PCC Cabinet will discuss the funding stream for toilets in February. Neither PCNP nor PCC (nor indeed the CC) has a statutory duty to fund/provide public toilets.

The basis of the Cabinet discussion will be around those facilities which have no supporting funding stream in terms of car park income or charging for the use of the facility.

PCNP owns the car park at Poppit. It maintains it WILL NOT fund the toilets from the car park receipts.

PCC, as we all know, is facing a significant funding deficit and is looking to cut all its expenditure on non-statutory provisions.

The Community Council received an email on November 30th stating that Poppit was one of the blocks being considered for closure. The Community Council could agree to cover the running costs of the block which stand at just over £19k. The cost of the Danfo contract.

The 19K does include vandalism damage, which is completely variable.

This pricing is reviewed against the cost base and adjusted in August of each year.

The current PCC Danfo contract ends in 2024 (with an option of a 10-year extension or the contract will out to tender).

Prices are likely to increase either through this extension or if PCC goes out to retender. The actual cost per toilet in the contract is based on averages before the contract is put in place to inform the tenderer of the likely costs, on retender/contract extension there could be some movement in the cost per toilet if actuals vary from the predicted amounts.

The building is not fit for purpose and requires upgrading and repair (which is not covered by the Danfo contract).

The Community Council would have to fund any costs associated with taking on the block via the Precept. It should be noted that until PCC makes a decision concerning closure any increase in the precept will be 'conjecture' and may not be used.

Cllrs should note that PCC request the precept demand to be made by end of January and therefore there is little time for negotiation or further discussion before deciding on an increase in the precept.

The options open to the Council are considered to be as follows:

Option A: would be to work with PCC and its current contractor Danfo. The Community Council pays an agreed annual sum (one presumes the projected 23-24 costs in their entirety) to PCC under an SLA.

Pump out is included within the PCC contract so will be within the 19K.

Items not included are: upgrades, improvements, painting and major structural repairs i.e new roofs/windows etc.

A sample SLA contract can be seen in Appendix A

The only way for the CC to fund the toilets is to increase its precept for the 23-24 financial year. The costs have risen annually by approximately £1000 and given the trend inflation it could be expected that the rise in August 2023 will be in excess of this figure.

Therefore, if the Council were to consider paying the costs an increase in the precept of £22 to 25k should be considered.

Option B: This would be to take over the block with an agreement/lease to be discussed and agreed upon before any final commitment. Said lease/agreement would be with PCNP as the owner of the land and block and taking into account the 'sitting tenants', the Surf Lifesavers. This would leave costs as a 'completely unknown quantity' as the CC would be negotiating a stand-alone contract for cleaning, maintenance and pump-out and time considerations in managing the same.

The Clerk manages the toilet block in the Coracle Hall car park Llechryd for Llangedmor Community Council. The Council decided to go with Danfo which at the time of the quote was competitive and offered a maintenance agreement (paid for separately but the reduction in management time in finding and coordinating emergency repairs etc is notable).

Costs would be a totally unknown quantity for this option and the negotiation timescale and potential legal costs would need to be considered.

Option C: would be for the Community Council to refuse to take on any responsibility for provision with the potential impact on the Blue Flag status of the beach, the cafe and RNLI shop which both rely on the toilets, and also the Surf Lifesavers who use the building (may be possible for them to use the entire building if toilets close - subject to agreement of PCNP).

No financial implications for the precept.

Option D: for the CC to offer a fixed sum with the expectation that PCC and PCNP cover the shortfall. Less impact on the precept but no guarantee that such an offer would keep the block open.

An agreed financial impact on the precept for the 23-24 financial year which would fall into reserves if no agreement was reached and the sum was not used for the toilet block

Confidential: Re-Development of the area

As the project is still only in the discussion stage with no funding please keep the detail confidential as those involved do not wish to raise expectations which may not be able to be met.

Funding for the project will need to be developed and PCC has already stated it cannot fund the proposed changes to the Highway. There are land ownership and covenant considerations which may or may not be resolvable.

With regards to the new development, the running costs are likely to decrease due to more efficient electric and water systems and possibly a different system to the current cesspit tanks and charged to contribute to the running costs.

There is, as yet, not indication if the Community Council has taken on the running costs/lease of the existing building, what implications any new development might have in terms of continuing liability.

APPENDIX A

AGREEMENT TO FUND PUBLIC TOILET

This agreement is made on the day of 2022 between:

- (1) Pembrokeshire County Council of County Hall, Haverfordwest, Pembrokeshire, SA61 1TP ("PCC") and;
- (2) Community Council of ...(address).....("Community Council")

for public toilet.

BACKGROUND

- (A) The Community Council wishes to pay the full costs of running and maintaining Public Toilet ("the Public Toilet") to ensure that it remains open to the public.

IT IS NOW AGREED:

1. This agreement commences 2022 and will continue until either party gives 3 months written notice or until otherwise terminated in accordance with the terms of this agreement.
2. The Community Council agrees to pay to PCC the full annual cost of running and maintaining the Public Toilet, such payment to be made in full within 30 days of receipt of an invoice raised by PCC. It is the intention of PCC to raise the invoice in April of each year.
3. The full annual cost of running and maintaining the Public Toilet for the next financial year will be assessed in the October prior to the relevant financial year. PCC will notify the Community Council of the outcome of the cost assessment as soon as reasonably practicable and prior to 31st October in order to assist with decision making / precept setting.
4. The full annual cost of running and maintaining the Public Toilet will include the cost of:
 - a. Electric
 - b. Water & sewerage (including cesspit emptying, where appropriate)
 - c. Insurance for the building

- d. Cleaning
 - e. Consumables e.g. soap, toilet paper
 - f. Responsive repairs e.g. replacing bulbs, fixing taps, flushing mechanisms etc
 - g. Management of the toilet by PCC's appointed contractor
5. The full annual cost of running and maintaining the Public Toilet does not include the costs of any major repairs or decoration, including painting. Where there is a need for major repairs or decoration, PCC and the Community Council will endeavour to reach agreement on the cost liability for such repairs or decoration. In the absence of agreement, PCC reserves the right to terminate this agreement on reasonable notice and to close the Public Toilet.
 6. Subject to the other terms of this agreement, PCC will continue to make arrangements for the running and maintenance of the Public Toilet during the term of this agreement in order that the Public Toilet is open to the public during the following hours .
 -am topm throughout the year/or add dates
 7. At all times PCC has discretion to close the Public Toilet, whether on a permanent or temporary basis, for reasons including, but not limited to vandalism, storm damage etc. Any decision regarding closure will be first discussed with the Community Council, unless an emergency situation prevents this. Should a closure lead to financial savings, these will be reimbursed to the Community Council to the extent that payment already made by the Community Council was in respect of the costs so saved.
 8. It is not intended by the parties that this agreement will create any licence, lease or tenancy over the premises.

Signed on behalf of Community Council (electronic signature acceptable – please insert name and position held)	Date
Clerk, Community Council	
Signed on behalf of PCC	Date