

Public Document Pack



Cherwell

DISTRICT COUNCIL
NORTH OXFORDSHIRE

Committee: Executive
Date: Monday 1 June 2020
Time: 6.30 pm
Venue: Virtual meeting

Membership

Councillor Barry Wood (Chairman)

Councillor Colin Clarke
Councillor John Donaldson
Councillor Andrew McHugh
Councillor Lynn Pratt

Councillor George Reynolds (Vice-Chairman)

Councillor Ian Corkin
Councillor Tony Ilott
Councillor Richard Mould
Councillor Dan Sames

AGENDA

1. **Apologies for Absence**

2. **Declarations of Interest**

Members are asked to declare any interest and the nature of that interest that they may have in any of the items under consideration at this meeting.

3. **Petitions and Requests to Address the Meeting**

The Chairman to report on any requests to submit petitions or to address the meeting.

4. **Minutes** (Pages 5 - 12)

To confirm as a correct record the Minutes of the meeting held on 20 March 2020.

5. **Chairman's Announcements**

To receive communications from the Chairman.

6. Discretionary Business Grant Fund Policy

** Please note this report will follow as it is currently being reviewed and finalised **

Report of Director of Finance

7. Performance, Finance and Risk Monitoring Report

** Please note this report will follow as it is currently being reviewed and finalised **

Report of Head of Insights and Corporate Programmes and Assistant Director Finance (Interim)

8. Notification of Urgent Action by Chief Executive (Pages 13 - 58)

Report of Chief Executive

Purpose of report

To inform the Executive of two decisions taken under urgency powers by the Chief Executive in relation to Park and Charge (Appendix 1) and Meeting Oxford's Unmet Housing Need (Appendix 2).

Recommendations

The meeting is recommended:

- 1.1 To note the decision taken under urgency powers by the Chief Executive in relation to Park and Charge (Appendix 1).
- 1.2 To note the decision taken under urgency powers by the Chief Executive in relation to Meeting Oxford's Unmet Housing Need (Appendix 2).

9. Urgent Business

The Chairman to advise whether they have agreed to any item of urgent business being admitted to the agenda.

10. Exclusion of the Press and Public

The following report contains exempt information as defined in the following paragraphs of Part 1, Schedule 12A of Local Government Act 1972.

3 – Information relating to the financial or business affairs of any particular person (including the authority holding that information).

Members are reminded that whilst the following item has been marked as exempt, it is for the meeting to decide whether or not to consider it in private or in public. In making the decision, members should balance the interests of individuals or the Council itself in having access to the information. In considering their discretion members should also be mindful of the advice of Council Officers.

No representations have been received from the public requesting that this item be considered in public.

Should Members decide not to make a decision in public, they are recommended to pass the following recommendation:

“That under Section 100A of the Local Government Act 1972, the public and press be excluded from the meeting for the following item of business on the ground that, if the public and press were present, it would be likely that exempt information falling under the provisions of Schedule 12A, Part 1, Paragraph 3 would be disclosed to them, and that in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.”

11. Supplier Relief at Leisure Sites in Response to Covid-19

** Please note this exempt report will follow as it is currently being reviewed and finalised **

Exempt report of Director of Public Health

Information about this Agenda

Apologies for Absence

Apologies for absence should be notified to democracy@cherwellandsouthnorthants.gov.uk or 01295 221589 prior to the start of the meeting.

Declarations of Interest

Members are asked to declare interests at item 2 on the agenda or if arriving after the start of the meeting, at the start of the relevant agenda item.

Local Government and Finance Act 1992 – Budget Setting, Contracts & Supplementary Estimates

Members are reminded that any member who is two months in arrears with Council Tax must declare the fact and may speak but not vote on any decision which involves budget setting, extending or agreeing contracts or incurring expenditure not provided for in the agreed budget for a given year and could affect calculations on the level of Council Tax.

Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012

This agenda constitutes the 5 day notice required by Regulation 5 of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 in terms of the intention to consider an item of business in private.

Access to Meetings

If you have any special requirements (such as a large print version of these papers or special access facilities) please contact the officer named below, giving as much notice as possible before the meeting.

Mobile Phones

Please ensure that any device is switched to silent operation or switched off.

Queries Regarding this Agenda

Please contact Natasha Clark, Democratic and Elections
democracy@cherwellandsouthnorthants.gov.uk, 01295 221589

Yvonne Rees
Chief Executive

Published on Thursday 21 May 2020

Cherwell District Council

Executive

Minutes of a meeting of the Executive held at Bodicote House, Bodicote, Banbury, OX15 4AA, on 2 March 2020 at 6.30 pm

Present: Councillor Barry Wood (Chairman), Leader of the Council
Councillor George Reynolds (Vice-Chairman), Deputy Leader of the Council

Councillor Colin Clarke, Lead Member for Planning
Councillor Ian Corkin, Lead Member for Customers and Transformation
Councillor John Donaldson, Lead Member for Housing
Councillor Tony Ilott, Lead Member for Financial Management and Governance
Councillor Lynn Pratt, Lead Member for Economy, Regeneration and Property
Councillor Dan Sames, Lead Member for Clean and Green

Also Present: Councillor Sean Woodcock, Leader of the Labour Group

Apologies for absence: Councillor Andrew McHugh, Lead Member for Health and Wellbeing
Councillor Richard Mould, Lead Member for Performance

Officers: Yvonne Rees, Chief Executive
Paul Feehily, Executive Director: Place and Growth (Interim)
Simon Furlong, Corporate Director - Communities
Claire Taylor, Corporate Director Customers and Organisational Development
Lorna Baxter, Director of Finance & Section 151 Officer
Nick Graham, Director of Law and Governance / Monitoring Officer
Gillian Douglas, Assistant Director: Social Care Commissioning and Housing
Robert Jolley, Assistant Director: Growth & Economy
David Peckford, Assistant Director: Planning and Development
Aaron Hetherington, Democratic and Elections Team Leader

97 **Declarations of Interest**

6. Future Funding Bicester Vision Community Interest Company (CIC).
Councillor Lynn Pratt, Non Statutory Interest, as Cherwell District Council's appointed outside body representative to Bicester Vision and through that appointment, a Director and member of the Executive Board of Bicester Vision and would leave the meeting for the duration of the item.

98 **Petitions and Requests to Address the Meeting**

There were no petitions or requests to address the meeting.

99 **Minutes**

The minutes of the meeting held on 24 February 2020 were agreed as a correct record and signed by the Chairman.

100 **Chairman's Announcements**

There were no Chairman's announcements.

101 **Future Funding Bicester Vision Community Interest Company (CIC)**

Prior to consideration of the report, the outgoing Chairman, Phil Shadbolt, the incoming Chairman, Lyndon Robinson, and the Partnership Manager, Grae Laws, of the newly incorporated, Bicester Vision CIC (Community Interest Company) gave a presentation about how their activities aligned with the Council's business plan and emerging Cherwell Industrial Strategy.

The Assistant Director – Growth and Economy submitted a report to consider whether to fund the company for a three-year period and delegate the final decision to the Corporate Director Communities, in consultation S.151 Officer and Lead Member for Economy, Regeneration and Property.

Resolved

- (1) That the presentation from Bicester Vision about their plans and how these align with the Council's business plan and emerging Cherwell Industrial Strategy be noted.
- (2) That authority be delegated to the Corporate Director Communities, in consultation with the S.151 officer and the Leader of the Council, to determine whether to support the funding of Bicester Vision for a three year term, in the sum of £15,000 per annum.

Reasons

Members are invited to receive the presentation and decide whether to continue the funding of the new CIC for a three year period.

Alternative options

Option 1: Withdraw support for Bicester Vision – this option was rejected because CDC may wish to continue supporting Bicester Vision.

Option 2: Explore other options for participating in some other public-private partnership in Bicester – this option was rejected because there are no other such partnerships in Bicester.

102 **Local Development Scheme**

The Assistant Director – Planning and Development submitted a report to seek approval of an updated Local Development Scheme (LDS) for the production of the Council's planning policy documents.

Resolved

- (1) That the updated Local Development Scheme (LDS) (Annex to the minutes as set out in the Minute Book) be approved.

Reasons

An updated Local Development Scheme (LDS) has been prepared. It provides a programme for the preparation of the Council's key planning policy documents that will be relevant to future planning decisions. The Council has a statutory responsibility to prepare and maintain an LDS. The LDS will be used by officers, the public, partners and developers and other stakeholders to monitor the production of documents and to plan for associated consultations. Approval of the LDS is needed to assist project management and ensure that the Council meets its statutory responsibilities for plan-making.

Alternative options

Option 1: Not to approve the LDS

The Council has a statutory responsibility to maintain an up to date LDS. If the Council did not prepare its own LDS the Secretary of State could impose one. Aside from that legal duty, not to approve the LDS could undermine the confidence of the public and stakeholders about the Council's plan-making programme. The LDS would need to be re-presented to the Executive at a future meeting or to the Lead Member for Planning.

Option 2: To reconsider the content of the LDS

The LDS has been prepared having regard to the Council's statutory responsibilities and current resources. It is considered by officers to be appropriate for the present and foreseeable circumstances.

103 **Housing Standards - Fees and Charges**

The Assistant Director Housing and Social Care Commissioning submitted a report to seek approval: of revised Houses in Multiple Occupation (HMO) licence fees and of those recoverable costs associated with the issue of certain notices and orders; the introduction of fees associated with advisory visits for landlords and for the issue of Empty Homes VAT-exemption letters; for the periodic review and setting of HMO licence fees to, in future, be delegated to the Assistant Director Housing and Social Care Commissioning;

and, of a revised *Recovery of Costs Policy* which sets out how recovery of certain enforcement costs will be applied and which, in future, makes the Assistant Director Housing and Social Care Commissioning responsible for reviewing and setting those costs.

Resolved

- (1) That the proposed House in Multiple Occupation (HOM) licence fee structure be approved.
- (2) That the revised administrative charges the Council can recover for certain notices and orders issued under the Housing Act 2004 be approved.
- (3) That the introduction of a fee for advisory visits be approved.
- (4) That the introduction of a fee for issuing Empty Homes VAT-exemption letters be approved.
- (5) That the delegation of future House in Multiple Occupation (HMO) Licence fee setting in accordance with the Housing Act 2004 and Orders under it to the Assistant Director Housing and Social Care Commissioning and Housing be approved.
- (6) That the Recovery of Costs Policy 2019 (Annex to the Minutes as set put in the Minute Book) which includes future delegation of the setting of recoverable costs to the Assistant Director Housing and Social Care Commissioning to the extent permitted by the Housing Act 2004 and Orders under it be approved.

Reasons

HMO licence fees

Revision of the Council's HMO fees is required as a consequence of legal rulings with which the Council must comply. The costs associated with processing and enforcing HMO licences have been thoroughly reviewed. The proposed HMO licence fee structure incorporates the changes required to ensure the Council is compliant, the newly reviewed costs incurred by the Council in carrying out its licensing function, and also recently determined corporate overheads. The proposed licence fee structure therefore reflects the real cost to the Council of its HMO licensing activity.

HMO licence fee structure also implements the introduction of a higher fee for new HMOs found operating without a licence as provided for by the HMO Licence Policy 2018. This revision reflects a reapportioning of the cost of the enforcement element of HMO licences and ensures landlords are paying proportionately towards enforcement costs, with non-compliant landlords contributing more.

Revised charges for notices and orders

The recoverable charges made by the Council were last set in 2016. They have been reviewed to take account of the Council's increased costs and also to more properly reflect corporate overheads following recent review. The

proposed recoverable costs reflect the true costs incurred by the Council in issuing relevant notices and orders under the *Housing Act 2004*.

Charges for advisory visits

It is judged appropriate for the Council to charge a fee for detailed advice it provides to landlords who are considering setting up new rental property, particularly new HMOs. Essential information about the Council's requirements are available free of cost but detailed, property-specific advice effectively replaces research and planning a landlord would otherwise have to undertake. It is legitimate and appropriate for the Council to charge for the time committed to this discretionary activity.

Charge for VAT-exemption letters

It is judged appropriate for the Council to charge a modest fee for undertaking the necessary research and providing written confirmation about long-term empty property which their owners can use to obtain VAT reductions. The proposed charge is simply intended to reimburse the officer time spent on reviewing the property history and producing each letter.

Setting of future enforcement fees

Delegation of HMO licence fee setting and recoverable costs setting to the Assistant Director, Housing and Social Care Commissioning will ensure these particular charges can be kept under close review, revised as and when required and that the calculations and justifications can be produced as necessary if challenged or appealed. The proposed delegation of recoverable costs is reflected in the proposed *Recovery of Costs Policy 2019* and that policy is dependent upon it. In the absence of such a policy, different arrangements will need to be established in order that recoverable costs can be set.

Alternative options

In connection with HMO licence fees:

Option 1: Failure to revise the HMO licence fees to split the charge associated with the application and enforcement processes would leave the Council open to legal challenge and is not therefore a supportable option. However, whilst accepting the principle of splitting the licence fees, the Executive could, if it wished, implement different fees to those proposed in the report. The proposed fee structure has been set to reflect the costs incurred by the Council and any changes would therefore risk being deemed arbitrary rather than being soundly based.

Option 2: The Executive could opt not to set different licence fees for compliant and non-compliant applicants. That course would fail to reflect the fact that the enforcement costs associated with the enforcement of the licensing regime are higher for poorly performing landlords and would mean all landlords being charged equally.

In connection with recoverable administrative costs:

Option 3: The proposed recoverable costs associated with the issues of enforcement notices etc. have again been based on a careful review of the Council's costs. The Executive could, if it wished, set different charges to

those proposed in the report but that course would leave the Council at risk of challenge that its charges were arbitrary rather than being soundly based.

In connection with charging for advisory visits:

Option 4: The Executive could determine that it will not charge for this activity or it could set different fees.

In connection with charging for VAT-exemption letters:

Option 5: The Executive could determine that it will not charge for this activity or it could set a different fee.

In connection with Setting of future HMO licence fees and recoverable costs

Option 6: The Executive could decide that future HMO licence fees and recoverable enforcement costs could be determined as part of the Council's fee setting process rather than delegated to the Assistant Director Housing and Social Care Commissioning. That would however risk them becoming divorced from the underpinning analysis necessary to support them in the event of challenge. Failure to adopt the revised Recovery of Cost Policy would also necessitate setting a different mechanism for establishing how Work-in-default costs are to be calculated.

104

Monthly Performance, Risk and Finance Monitoring - January 2020

The Executive Director: Finance (Interim) and Head of Insight and Corporate Programmes submitted a report which summarised the Council's Performance, Risk and Finance monitoring position as at the end of each month.

Resolved

- (1) That the monthly Performance, Risk and Finance Monitoring Report be noted.

Reasons

The Council is committed to performance, risk and budget management and reviews progress against its corporate priorities on a monthly basis.

This report provides an update on progress made so far in 2019-20 to deliver the Council's priorities through reporting on Performance, the Leadership Risk Register and providing an update on the financial position.

Alternative options

Option 1: This report illustrates the Council's performance against the 2019-20 business plan. As this is a monitoring report, no further options have been considered. However, members may wish to request that officers provide additional information.

105 **Urgent Business**

There were no items of urgent business.

The meeting ended at 7.24 pm

Chairman:

Date:

This page is intentionally left blank

Cherwell District Council

Executive

1 June 2020

<p>Notification of Decisions Taken by the Chief Executive Under Urgency Powers</p>

Report of Chief Executive

This report is public

Purpose of report

To inform the Executive of two decisions taken under urgency powers by the Chief Executive in relation to Park and Charge (Appendix 1) and Meeting Oxford's Unmet Housing Need (Appendix 2).

1.0 Recommendations

The meeting is recommended:

- 1.1 To note the decision taken under urgency powers by the Chief Executive in relation to Park and Charge (Appendix 1).
- 1.2 To note the decision taken under urgency powers by the Chief Executive in relation to Meeting Oxford's Unmet Housing Need (Appendix 2).

2.0 Introduction

- 2.1 The Constitution states that the Chief Executive may take an urgent decision in relation to an Executive function (in consultation with the relevant Member(s)) if it is in the best interests of the Council and/or residents.
- 2.2 The Park and Charge and Meeting Oxford's Unmet Housing Need items were due to be considered by the Executive at their meeting of 6 April 2020. However, in light of the situation with the Covid-19 outbreak and Government advice to social distance and stop non-essential contact, the Leader of the Council and Executive Chairman, Councillor Barry Wood, agreed that the meeting no longer take place as staff were being deployed to core functions to ensure business continuity at that time and that the decision be taken by the Chief Executive using urgency powers.
- 2.3 All Executive members were consulted, endorsed the recommendations and supported the Chief Executive taking the decisions under urgency provisions.

3.0 Report Details

Urgent Decision – Park and Charge

- 3.1 This item related to opportunities presented by an Innovate UK funded project around electric vehicle charging points in council owned car parks. A consortium led by Zeta Lighting consisting of SSE Enterprise, Oxfordshire County Council, Oxford University and [ui!]uk, was successfully awarded £3.9m grant for a £5.1m project to deliver up to 300 fast electric vehicle chargers for Oxfordshire.
- 3.2 The project started on 1 September 2019 and will finish on 31 March 2021 (18 months). Oxfordshire County Council are holding resources and acting as lead co-ordinator on behalf of the Oxfordshire Councils who will all be involved in the project. To ensure Cherwell District Council's participation, approval of the funding agreement was required by 8 April 2020.
- 3.2 The urgent decisions taken by the Chief Executive in relation to Park and Charge are set out below and detailed in Appendix 1:
- (1) That the funding agreement with Oxfordshire County Council (appendix 1 to the report attached to this decision) be approved.
 - (2) That the draft heads of terms be approved (exempt appendix 2 to the report attached to this decision) and approval given to engage with the commercial partners.

Urgent Decision – Meeting Oxford's Unmet Housing Need – Allocation of Affordable Housing

- 3.3 This item sought in principle support on the proposed approach to allocating affordable housing that is to be developed on identified sites within Cherwell district in order to meet an apportionment of Oxford's unmet housing need.
- 3.4 Through the Growth Board, Oxfordshire local authorities are working together to provide the investment in infrastructure, housing and the economy that Oxfordshire needs now and in the future. The Growth Board has agreed an assumption that, in addition to the homes that are to be developed within the city, a further 15,000 homes are required to meet Oxford's unmet housing need to 2031. Under the statutory 'Duty to Cooperate', Districts have agreed to assist by providing an apportionment of the 15,000 homes. The number to be provided within Cherwell district is 4,400.
- 3.5 In February 2019, as part of the Local Plan Partial Review, Cherwell agreed a Statement of Common Ground (SOCG) with the Oxfordshire Councils. This states that the details regarding the provision, policy and operational procedures for allocating the affordable housing to meet Oxford's unmet needs should be agreed within 1 year of the SOCG or prior to any planning application being made on the first of the identified sites (whichever is the sooner). As the Cherwell District Council Local Plan Partial Review has not yet been adopted, there is an 'in principle' arrangement with Oxford City Council which can be adopted once the Local Plan Partial Review has been approved.

3.6 Various options have been explored in respect of the arrangements and allocation of the rented affordable housing that is to be provided on identified sites within Cherwell district. The options were reviewed by Executive who endorsed the recommended option and requested that the Chief Executive use urgent powers to take the decision to avoid any delay in progress.

3.7 The urgent decisions taken by the Chief Executive in relation to Park and Charge are set out below and detailed in Appendix 2:

- (1) That the following approach on the methodology for allocating the rented affordable homes to be provided on allocated sites in Cherwell District Council's Local Plan Partial Review in order to meet Oxford's unmet housing need be agreed:

"Oxford City Council processes all housing applications from eligible households who have a local connection to Oxford through residence, employment or family. When a property becomes available on an identified site to meet Oxford's need within Cherwell district, the City Council will then work with the registered provider to administer the letting of the property and will nominate eligible households directly from the Oxford housing register. Should the City Council be unable to make a nomination or allocate the property to someone with an Oxford local connection, then they would offer the opportunity to Cherwell District Council to nominate a housing applicant from its housing register."

4.0 Conclusion and Reasons for Recommendations

4.1 In line with the Constitution this report is informing Executive of two decisions that were taken by the Chief Executive under urgency powers.

5.0 Consultation

All Executive Members who supported and endorsed the decisions taken under urgency powers.

6.0 Alternative Options and Reasons for Rejection

6.1 The following alternative options have been identified and rejected for the reasons as set out below.

Option 1: Not to note the report. This is not recommended as the urgent action has been taken and it is a constitutional requirement for it to be reported to Executive.

7.0 Implications

Financial and Resource Implications

- 7.1 There are no financial implications arising directly from this report as it is reporting urgent action already taken.

Comments checked by: Dominic Oakeshott, Assistant Director Finance (Interim), dominic.oakeshott@cherwell-dc.gov.uk

Legal Implications

- 7.2 There are no legal implications arising directly from this report as it is reporting urgent action already taken.

Comments checked by: Nick Graham, Director Law and Governance, nick.graham@cherwell-dc.gov.uk

8.0 Decision Information

Key Decision

Financial Threshold Met: No

Community Impact Threshold Met: No

Wards Affected

All

Links to Corporate Plan and Policy Framework

N/A

Lead Councillor

N/A

Document Information

Appendix No	Title
1	Urgent Decision – Covid-19 Financial Support to Businesses and Residents
2	Urgent Decision - Planning Procedures and Delegated Authority
Background Papers	
None	
Report Author	Natasha Clark, Governance and Elections Manager
Contact Information	01295 221589 Natasha.clark@cherwell-dc.gov.uk



**Special Urgent Executive Decision Taken by Chief Executive
Published on 3 April 2020**

Decision: Park and Charge

Decision taker: Yvonne Rees, Chief Executive

Decision Date: 3 April 2020

Is decision subject to Call-in? Yes

Deadline for Call-in: 9 April 2020

Is decision exempt? No. Appendix 2 to the report appended to this decision is exempt from publication by virtue of paragraph 3 of Schedule 12A of Local Government Act 1972

Is decision urgent? Yes

Summary

To consider opportunities presented by an Innovate UK funded project around electric vehicle charging points in council owned car parks.

On 22 July 2019 this Council passed a climate emergency motion with the aim for facilitating the district to be net zero by 2030. Transport emissions account for 44% of the total carbon footprint of the district and is a key sector that needs to be addressed.

The Car Parking Strategy 2019 – 2023 contains several key strategic principles and supports the council's business plan which contains the objective PCG3: to play our part in responding to the increasing demand for electric charging points. Public consultation of the Car Parking Strategy 2019-2023 overwhelmingly supported the need for electric vehicle chargers, with 96% in support of electric charge points within our car park.

Decision

Resolved

- (1) That the funding agreement with Oxfordshire County Council (appendix 1 to the report attached to this decision) be approved.
- (2) That the draft heads of terms be approved (exempt appendix 2 to the report attached to this decision) and approval given to engage with the commercial partners.

Reasons for Decision

A consortium led by Zeta Lighting consisting of SSE Enterprise, Oxfordshire County Council, Oxford University and [ui!]uk, was successfully awarded £3.9m grant for a £5.1m project to deliver up to 300 fast electric vehicle chargers for Oxfordshire.

The project started on 1 September 2019, finishing on 31 March 2021 (18 months) and will engage with all Local Authorities in Oxfordshire, first to develop a commercial offering. If that commercial offering is suitable and the councils sign up there is an expectation to support and promote roll out and installation.

Oxfordshire County Council are holding resources and acting as lead co-ordinator on behalf of the Oxfordshire Councils; as a guide each Local Authority is anticipated to have £5,000 to cover legal fees for each car park, £11,000 for sub-contract funding, and some resource funding to cover staff in order to engage and progress this opportunity. It is expected for this Council this figure will be in the region of £60,000, however is subject to how many other Oxfordshire Councils commit to the project and the location of the car parks pursued.

In order to progress this project further a relationship will need to be defined between this Council and the County Council prior to engaging with the commercial partners. The funding agreement will provide resources to take this project forward, alongside developing the commercial agreements which would be submitted to members to agree at a later date.

This item was due to be considered by the Executive at their meeting of 6 April 2020. However, in light of the situation with the Covid-19 outbreak and Government advice to social distance and stop non-essential contact, the Leader of the Council and Executive Chairman, Councillor Barry Wood, agreed that the meeting no longer take place as staff are being deployed to core functions to ensure business continuity at this time and that the decision be taken by the Chief Executive using urgency powers. All Executive members have confirmed they endorse the recommendations. The report has been circulated to all councillors ahead of the urgent decision being taken.

In accordance with the Constitution, a report will be submitted to the next meeting of the Executive advising of the urgent action taken.

Alternative Options Considered

Option 1: A different approach to that outlined in the report (attached as an appendix to this decision). This may cost this Council significant capital and revenue resources to install the Electric Vehicle charge points through other means.

Conflicts of Interest Declared and Dispensations Granted by Head of Paid Service

None

Attachments

Report due to be submitted to 6 April 2020 Executive (please note appendix 2 is exempt from publication)

Yvonne Rees
Chief Executive

Cherwell District Council

Executive

6 April 2020

Park and Charge

Report of Assistant Director Environmental Services

This report is public
Appendix 2 to this report is exempt from publication by virtue of paragraph 3 of
Schedule 12A of Local Government Act 1972

Purpose of report

To update the Executive of opportunities presented by an Innovate UK funded project around electric vehicle charging points in council owned car parks

1.0 Recommendations

The meeting is recommended to

- 1.1. To approve to the funding agreement with Oxfordshire County Council.
- 1.2. To approve to the draft heads of terms and engage with the commercial partners.

2.0 Introduction

- 2.1 There are a variety of different drivers for the growth of electric vehicles on a national scale which has been reflected by a variety of government policy, such as the Clean Growth Strategy¹, the UK Industrial Strategy and the 'Road to Zero' strategy². This last strategy sets a UK target of 50% of new car sales being electrified by 2030 rising to 100% by 2040. The government is currently consulting on bringing the end of fossil fuelled car sales date forwards to 2035 or earlier³. It is clear is that electric vehicles have a role to play in reducing both the greenhouse gas emissions and the impact of poor air quality on the residents of the UK, which is resulting in 40,000 early deaths and a cost of £20bn⁴.

¹ UK Clean Growth Strategy, *Department for Business, Energy and Industrial Strategy*, (2017)

² The Road to Zero: Next steps towards cleaner road transport and delivering our Industrial Strategy, *Department for Transport*, (2018)

³ [Consulting on ending the sale of new petrol, diesel and hybrid cars and vans](#)

⁴ Every breath we take: The lifelong impact of air pollution, *Royal College of Physicians and Royal College of Paediatrics and Child Health*, (2016)

- 2.2 Currently electric vehicles represent 2.9%⁵ of the UK market share and, although there is some disagreement as to how much of a market share of passenger vehicles electric vehicles will take, all scenarios are clear that they will command a future market majority. Effectively for the UK it is no longer a question of ‘if’ electric vehicles will dominate the UK market but ‘when’, with the UK viewed to be on a precipitative edge with substantial and rapid growth, potentially similar to Norway which has a 55% EV market share⁶.
- 2.3 On 22 July 2019 this Council passed a climate emergency motion with the aim for facilitating the district to be net zero by 2030. Transport emissions account for 44% of the total carbon footprint of the district and is a key sector that needs to be addressed.
- 2.4 The approved Car Parking Strategy 2019 – 2023 contains several key strategic principles and supports the council’s business plan which contains the objective PCG3: to play our part in responding to the increasing demand for electric charging points.

3.0 Park and Charge 1

- 3.1 In January 2019, innovate UK awarded funding for a 3 month feasibility project led by Zeta lighting, a local Bicester business, led a consortium consisting of Oxfordshire County Council, Oxford University, [ui!]uk, Cherwell District Council and with the involvement of West Oxfordshire District Council. This project was looking at providing electric vehicle charging solutions to residents who have no choice but to park their vehicles on the public highway (known as on-street parking).
- 3.2 The successful project took learning developed in Bicester in order to provide an understanding of potential solutions, identifying early on a correlation between local town centre car parks and on street parking properties. The hypothesis were tested in a number of alternative Cherwell and West Oxfordshire market towns building a county council toolkit to identify appropriate areas.
- 3.3 Although key market towns such as Bicester (149 properties) and Banbury (1,200+ properties) were identified as having significant applicable populations, a number of villages originating from the medieval period were also identified such, as but not limited to, Hook Norton, Adderbury and Deddington.
- 3.4 The feasibility study identified a possible solution to utilise predominantly public sector town centre car parks to install electric vehicle charging points. These charge points could be used by visitors and commuters during the day, whilst being available for residents at night. Innovations to support this delivery would include an option for users to book the chargers for certain time periods, provide dynamic billing systems to differentiate between different

⁵ Nextgreencar – [electric cars](#)

⁶ [Norway’s Electric Vehicle Market](#), *Institute for Energy Research*, (2018)

types of uses, and smart charging to keep costs down for overnight residential users.

- 3.5 The project also conducted a survey of the Oxfordshire public which identified that 94% of the public would be prepared to walk up to 10 minutes to an accessible car park. Additionally, Oxford University identified that Oxfordshire was ahead of the EV uptake as identified in Figure 1: Oxfordshire and UK percentage of new EV sales per year

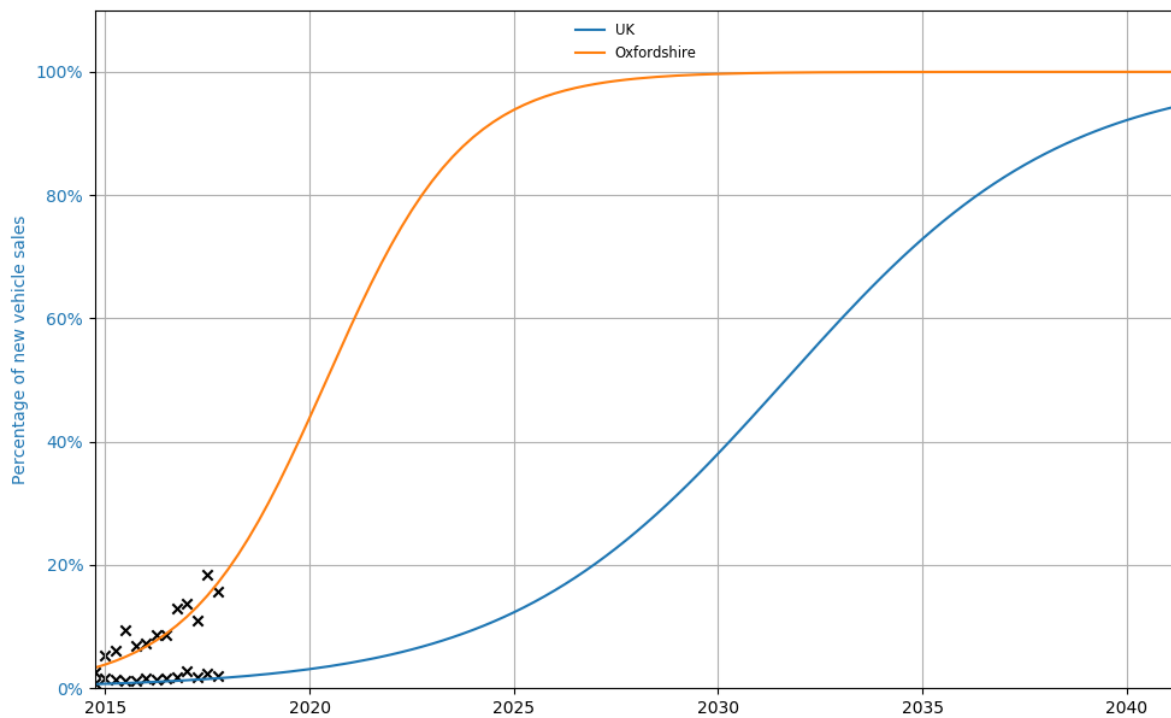


Figure 1: Oxfordshire and UK percentage of new EV sales per year

4.0 Park and Charge 2

- 4.1 A revised consortium led by Zeta Lighting consisting of SSE Enterprise, Oxfordshire County Council, Oxford University and [ui!]uk, was successfully awarded £3.9m grant for a £5.1m project to deliver up to 300 fast electric vehicle chargers for Oxfordshire.
- 4.2 The project started on 1 September 2019, finishing on 31 March 2021 (18 months) and will engage with all Local Authorities in Oxfordshire, first to develop a commercial offering. If that commercial offering is suitable and the councils sign up there is an expectation to support and promote roll out and installation.
- 4.3 Oxfordshire County Council are holding resources and acting as lead co-ordinator on behalf of the Oxfordshire Councils; as a guide each Local Authority is anticipated to have £5,000 to cover legal fees for each car park, £11,000 for sub-contract funding, and some resource funding to cover staff in order to engage and progress this opportunity. It is expected for this Council this figure will be in the region of £60,000, however is subject to how many

other Oxfordshire Councils commit to the project and the location of the car parks pursued.

- 4.4 In order to progress this project further a relationship will need to be defined between this Council and the County Council prior to engaging with the commercial partners. The funding agreement will provide resources to take this project forward, alongside developing the commercial agreements which would be submitted to members to agree at a later date.

5.0 Consultation

- 5.1 Engagement has begun with Oxfordshire County Council and the other Oxfordshire District and City Councils. Further engagement would follow as this Council continues to develop this work. Oxfordshire County Council will also be co-ordinating a communication and education package in relation to electric vehicles. It is anticipated that this will only be targeted towards council areas that commit to the project.
- 5.2 Public consultation of the Car Parking Strategy 2019-2023 overwhelmingly supported the need for EV chargers, with 96% in support of electric charge points within our car park.

6.0 Alternative Options and Reasons for Rejection

- 6.1 The following alternative options have been identified and rejected for the reasons as set out below.

Option 1: Members advise officers to take a different approach to that outlined in the report. This may cost this Council significant capital and revenue resources to install the EV charge points through other means.

7.0 Implications

Financial and Resource Implications

- 7.1 There are no financial implications as a result of this report. All finance identified will be delivered through grant funding.

Comments checked by: Lorna Baxter, Director of Finance,
Lorna.baxter@cherwell-dc.gov.uk, 01295 221666

Legal Implications

- 7.2 The draft heads of terms by definition are not legally binding, with any significant risks associated with the funding agreement being with Oxfordshire County Council. The legal service will be on hand to review any documentation and assist in the negotiation and completion of any funding agreement with the County Council, any commercial agreement with the

private sector partners and any land issues arising as a result of the works undertaken on the car parks in the Council's ownership. The legal service will also provide any advice on the various procurement, governance and any other issues arising through the course of the project.

Comments checked by: Chris Mace, Solicitor
christopher.mace@cherwell-dc.gov.uk, 01295 221808

Risk Implications

- 7.3 The next stage of this work is to develop a commercial agreement within our existing contracts and with the commercial partners of the Park and Charge project. Any risks will be identified within the risk register and managed appropriately. There are no risks in agreeing to this report at this stage.

Comments checked by: Louise Tustian, Head of Insight and Corporate Programmes, Louise.Tustian@cherwell-dc.gov.uk, 01295 221 786

8.0 Decision Information

Key Decision

Financial Threshold Met: No

Community Impact Threshold Met: No

Wards Affected

All

Links to Corporate Plan and Policy Framework

Greener and Cleaner

Lead Councillor

Councillor Dan Sames, Lead Member for Clean and Green

Document Information

Appendix No	Title
1	Park and Charge District Funding Agreement
2	Draft Heads of Terms (restricted)
Background Papers	
None	
Report Author	Sam Thomas, Sustainability Project Officer
Contact Information	Sam.Thomas@Cherwell-DC.gov.uk 01295 221 964

DATED 2020

OXFORDSHIRE COUNTY COUNCIL

- and -

[NAME OF ORGANISATION]

FUNDING AGREEMENT

relating to

Park and Charge **[insert relevant district area]**

N Graham
Director of Law & Governance and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND
LS13 Funding Agreement Ref: LS/51425

THIS AGREEMENT is made the day of 2020

BETWEEN:

- (1) **OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford OX1 1ND (the "Council"); and
- (2) **[INSERT DETAILS OF ORGANISATION]** (Company/Charity Number **[insert number]** of **[insert (registered) address]** (the "Organisation").

WHEREAS:

- A Following an application for grant funding, the Council is a Grant recipient on the Innovate UK funded 'Park & Charge Pilot' scheme (the "Pilot"), which scheme is designed to help home owners without off-road parking to charge their electric vehicles. The proposal is to 'roll out' fast electric vehicle charging points and rapid charging points within local authority car parks.
- B The Pilot is to be delivered under the terms of a Collaboration Agreement dated 19th September 2019 between the Council and its Collaborating Partners.
- C. The Council wishes to provide funding on the terms and conditions appearing below to the Organisation so that the Organisation can provide the car park infrastructure required for successful delivery of the Pilot within the Organisation's District Council area.
- B The Organisation wishes to accept the Council's funding and to carry out the Project (as defined) on the terms and conditions appearing below.

NOW IT IS AGREED:

1 Definitions and Interpretation

- 1.1 In these Conditions, except where the context otherwise requires, the following expressions have the following meanings:

"Bribery Act" means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

"Collaborating Partners" means the parties to the Collaboration Agreement dated 19th September 2019.

"Conditions" means these conditions of funding and any modification of them made in accordance with these conditions;

"Consents" includes any necessary approval, authorisation, consent, exemption, licence,

permit, permission or registration from any governmental or other authority, the local planning authority, landlords, landowners or any other person in relation to carrying out the Project;

“Funding” means the funding as specified in Schedule 2;

“Funding Agreement” means this agreement incorporating these Conditions and the Schedules (and any additional Conditions set out in the Schedules) and any modifications made in accordance with these Conditions;

“Funding Period” means the period specified in Condition 2 which may be subject to extension as provided in Condition 2;

“Grant Offer Terms and Conditions” means the Innovate UK terms and conditions as amended from time to time and available at <https://apply-for-innovation-funding.service.gov.uk/competition/139/download/1038>.

“Intellectual Property Rights” all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions;

“Know How” means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

“Prohibited Act” means

- (a) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Funding Agreement or any other contract with the Council; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Funding Agreement or any other contract with the Council;
- (b) entering into this Funding Agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Organisation or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Funding Agreement or any other contract with the Council; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Council;

“Pilot” means the Innovate UK funded ‘Park & Charge Pilot’ Scheme

“Project” means the whole or any part of the Project to be delivered by the Organisation as described in Schedule 1;

“Schedules” means Schedules 1-3 and their appendices or annexes, as attached to this Funding Agreement; and

“State Aid Law” means any European Union State aid laws (including without limitation under Articles 106 to 109 inclusive of the Treaty on the Functioning of the European Union (as amended) and/or any applicable judgement, court order, statute, statutory instrument, regulation, directive or decision.

“Sponsor” means Innovate UK, part of UK Research and Innovation

- 1.2 The Funding Agreement and any claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 1.3 A reference to any act of Parliament, order, regulation, statutory instrument or similar, shall include a reference to any amendment or replacement of it. Reference to any act of Parliament shall also include any subsidiary legislation made under it.
- 1.4 The Funding Agreement represents the entire understanding between the parties in relation to the subject matter of the Funding Agreement. If any of the Conditions become or are declared by a court of competent jurisdiction to be invalid or unenforceable such invalidity or unenforceability shall in no way impair or affect any other Conditions all of which shall remain in full force and effect.
- 1.5 In the event of any inconsistency between the Conditions and the Schedules the former shall prevail.
- 1.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Funding Agreement.

2 Funding Period

- 2.1 The Funding Agreement shall commence on the date of this Funding Agreement and shall expire on 31st March 2021 unless terminated earlier in accordance with the Conditions.

3 The Project

- 3.1 The Organisation shall, during the Funding Period, deliver the Project in accordance with

the terms and conditions of this Funding Agreement. The Funding shall not be used for any other purpose without the prior written agreement of the Council.

- 3.2 The Organisation shall maintain current and accurate records of work carried out in the delivery of the Project and shall provide the Council or its nominee with access to records and data as set out in Schedule 3.
- 3.3 The Organisation will participate in quality and other monitoring as described in Schedule 3 and will provide the Council with all reasonable assistance in this regard, including sharing data relating to the Project with the Council and with other local authorities involved in the Pilot.
- 3.4 The Organisation shall use all reasonable endeavours to cooperate with the Council and to comply with the Council's communication and dissemination strategy for the duration of the Pilot.
- 3.5 The Organisation shall ensure that it complies with the Grant Offer Terms and Conditions as amended from time to time.
- 3.6 The Organisation will carry out the tasks allotted to it in Schedule 1 within the stated time scales as amended from time to time, and will provide the human and other resources, materials, facilities and equipment which are designated as its responsibility in the Schedule 1.

4 Funding

- 4.1 In return for the delivery of the Project, the Funding will be provided by the Council subject to Condition 4.4.
- 4.2 In the event that the Organisation fails to deliver the Project in accordance with the Funding Agreement the Council reserves the right to withhold payment of the Funding or part thereof until the default is rectified.
- 4.3 In the event of serious or persistent breach of these Conditions, or of the Sponsor's Grant Offer Terms and Conditions, the Council shall be entitled to exercise its rights under Condition 11 of this Funding Agreement.
- 4.4 The Council may reduce or withdraw the Funding to the extent any funding received by the Council from the Sponsor is reduced or withdrawn.
- 4.5 The amount of the Funding shall not be increased in the event of any overspend by the Organisation in its delivery of the Project.
- 4.6 The Organisation shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Funding monies

have been paid in error before all conditions attaching to the Funding have been complied with by the Organisation.

- 4.7 The Organisation acknowledges that payment of the Funding in no way binds the Council to either the grant or release of any further funding to the Organisation.
- 4.8 The Organisation shall keep complete and accurate accounts of its expenditure on the Project. Where any Funding is being claimed against costs and expenses incurred by the Organisation, each invoice must be accompanied by a statement certified by an authorised officer of the Organisation.
- 4.10 The Organisation will provide sufficient information to the Council to allow the Council to claim the Grant and to submit reports to the Sponsor in accordance with the Sponsor's requirements as indicated from time to time. The Organisation will certify its claims for Funding in such way as may be necessary to allow the Council to give any certificate required by the Sponsor in relation to those claims.

5 Insurance

- 5.1 The Organisation shall at all times maintain insurance cover with a reputable company, as follows:
 - 5.1.1 public liability insurance (minimum of £5,000,000 (five million) per claim); and
 - 5.1.2 employers' liability insurance (minimum of £10,000,000 (ten million) per claim).
- 5.2 The Organisation shall supply to the Council annually and at any other time within 14 days of request a copy of all insurance policies, cover notes, premium receipts or such other documents as may satisfy the Council that such insurance is in place.

6 Intellectual Property Rights

- 6.1 The Council and the Organisation agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Council or the Organisation at the commencement of the Funding Period or developed by either party during the Funding Period, shall remain the property of that party.
- 6.2 Where the Council has provided the Organisation with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Organisation shall, on termination of this Funding Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Council.

7 Information

- 7.1 The Organisation shall ensure that any information supplied by the Council is treated as confidential and not disclosed to any other person except as may be required by law or when such disclosure is in accordance with any shared information protocol which has been approved by the Council.

8 Compliance with law and other requirements

- 8.1 The Organisation shall comply with all relevant State Aid Laws, statutes, enactments, regulations and codes of practice and best practice guidelines or other similar instructions in the delivery of the Project.
- 8.2 The Council shall have the right to suspend payment of the Funding or part thereof if the Organisation does not so comply.
- 8.3 The Organisation shall comply with the General Data Protection Regulations (EU 2016/679) and the Data Protection Act 2018 when it comes into force, and any subordinate legislation made under such Acts from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation and shall:
- 8.3.1 act only on the instructions of the Council when processing personal data (as defined in that Act) received from the Council;
 - 8.3.2 take all appropriate security measures to protect against any unauthorised or unlawful processing or accidental loss or destruction of or damage to such personal data;
 - 8.3.3 provide the Council with all such information as the Council may reasonably require to satisfy itself that the Organisation is complying with these obligations;
 - 8.3.4 return to the Council all such information at the expiry or earlier termination of the Funding Agreement.
- 8.4 The Organisation acknowledges that in responding to requests received by the Council under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 the Council will be entitled to provide information relating to the Funding Agreement.
- 8.5 If any part or the whole of the Project consists of works that the Construction (Design and Management) Regulations 2015 (“CDM Regulations”) apply to (“Works”), the Organisation elects to be the only client for the purposes of the CDM Regulations (where applicable) and the Council agrees to such election. The Organisation shall comply with all relevant obligations under the CDM Regulations in respect of any Works (including without limitation those of a client).

8.6 The Organisation shall promptly apply for, and be responsible for obtaining, all Consents.

9 Accounts and Records

9.1 The Organisation shall provide the Council or the Council's internal or external auditors or the Local Government Ombudsman with access to its financial records, minute books and any other relevant evidence as to the propriety of its affairs provided that the Council has given reasonable notice of its requirement to inspect.

9.2 The Funding shall be shown in the Organisation's accounts as a restricted fund and shall not be included under general funds.

9.3 The Organisation shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Funding.

10 Bar on Assignment

The Organisation shall not assign the benefit of this Funding Agreement in whole or in part.

11 Termination Arrangements/Withholding and Repayment of Funding

11.1 The Council shall be entitled to terminate the Funding Agreement immediately by giving written notice to the Organisation if:

11.1.1 in the proper opinion of the Council there has been a material or persistent breach of the Funding Agreement on the part of the Organisation;

11.1.2 the Organisation has failed or is failing to deliver the Project;

11.1.3 where it becomes apparent to the Council that the Organisation has made or is making use of the Funding or part thereof for a purpose unconnected with the delivery of the Project or is holding the Funding or part thereof outside of the Funding Period;

11.1.4 the Organisation obtains duplicate funding from a third party for the Project;

11.1.5 the Organisation obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project or the Council into disrepute;

11.1.6 the Organisation provides the Council with any materially misleading or inaccurate information;

11.1.7 the Organisation commits or committed a Prohibited Act;

11.1.8 any member of the governing body, employee or volunteer of the Organisation has
(a) acted dishonestly or negligently at any time and directly or indirectly to the

detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Council, bring or are likely to bring the Council's name or reputation into disrepute;

11.1.9 the Organisation ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

11.1.10 the Organisation becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or

11.1.11 the Organisation fails to comply with any of the terms and conditions set out in this Funding Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure;

and in such circumstances the Organisation shall promptly repay to the Council the amount of any Funding as set out in Schedule 2.

11.2 Wherever under the Funding Agreement any sum of money is recoverable from or payable by the Organisation (including any sum that the Organisation is liable to pay to the Council in respect of any breach of the Funding Agreement), the Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Organisation under the Funding Agreement or under any other agreement or contract with the Council.

11.3 The Council may vary or withhold any Funding and/or require repayment of any Funding already paid if:-

11.3.1 repayment or recovery is required under State Aid; and/or

11.3.2 the Council is otherwise required to repay or recover such Funding in whole or in part by the European Commission.

11.4 Any Funding required to be repaid in accordance with clause 11.3 shall bear interest as required under State Aid Law.

11.5 The Organisation shall repay the Funding or any part thereof to the Council (including any interest charged thereon by the Sponsor) where the Council is required to repay the same to the Sponsor under the Grant Offer Terms and Conditions, as a consequence of the Organisation's act or omission.

11.6 This Funding Agreement shall expire or terminate upon:

11.6.1 expiration or termination of the Pilot; or

11.6.2 the Council ceasing to be a collaborator or a grant recipient in relation to the Pilot;
or

11.6.3 both parties determining that the Organisation is no longer in a position to deliver the
Project,

and in such circumstances the Council shall have no liability to continue payment of the Funding save in respect of costs necessarily and properly incurred by the Organisation in connection with the Project before the date of termination or expiration.

12 Limitation of Liability

12.1 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Organisation running the Project, the use of the Funding, or from withdrawal of the Funding. The Organisation shall indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Organisation in relation to the Project, the non-fulfilment of obligations of the Organisation under this Funding Agreement or its obligations to third parties.

12.2 Subject to clause 12.1, the Council's liability under this Funding Agreement is limited to payment of the Funding in respect of the Organisation's eligible costs.

13 Service of Notices

13.1 Any demand, notice or other communication required to be given under the Contract shall be sufficiently served if served personally on the addressee, or if sent by pre-paid first class recorded delivery post or facsimile transmission to the registered office or last known address of the party to be served.

13.2 Any such communication shall be deemed to have been made 2 (two) working days from the date of posting (if by letter) and if by facsimile transmission on the date of such transmission except where transmission is made after 2pm when receipt shall be deemed to have occurred on the following working day.

14 Waiver

14.1 Failure by the Council at any time to enforce the provisions of the Contract shall not be construed as a waiver of the right of the Council to enforce any provision in accordance with its terms.

14.2 The Council may waive any right or remedy arising from a breach of the Contract provided that any such waiver is confirmed in writing and signed on behalf of the Council.

15 Dispute Resolution

15.1 Where the Organisation is a voluntary sector body subject to the Oxfordshire Compact, the following applies:

15.1.1 The delivery of the Project under the Funding Agreement shall not cease or be delayed by this dispute resolution procedure.

15.2.2 If any dispute between the parties cannot be resolved by the parties acting in good faith within a month of the nature of the dispute being communicated by one party to the other, then at the instance of the Organisation or the Council, it may be referred to mediation in accordance with the Oxfordshire Compact Mediation Process.

15.3.3 If the dispute is not resolved within 90 days of the initiation of the mediation, or if either party will not participate in the mediation either party may commence proceedings.

15.2 Where the Organisation is not a voluntary sector body subject to the Oxfordshire Compact, the following applies:

15.2.1 In the event of a dispute arising regarding the Funding Agreement, the Parties (acting by their nominated representatives within the scope of their respective delegated authority) shall, acting in good faith, use all reasonable endeavours to settle such dispute.

15.2.2 Where the nominated representatives are not able to settle any such dispute within one month of the date of the dispute, then the Organisation or the Council may refer the matter to mediation in accordance with the Centre for Effective Dispute Resolution's ("CEDR") Model Mediation Procedure.

15.2.3 To initiate the mediation, either party may give notice in writing to the other requesting mediation in accordance with this Condition 15.2. The initiating party shall send a copy of such request to CEDR.

15.2.4 If there is any issue on the conduct of the mediation (including as to the nomination of the mediator) upon which the parties cannot agree within a reasonable time, CEDR will, at the request of either party, decide the issue.

15.2.5 If the dispute is not resolved within 90 days of the initiation of the mediation, or if either party will not participate in the mediation either party may commence proceedings.

15.2.6 For the avoidance of doubt, the use of the disputes procedure will not delay, or take precedence over, any use of the default or termination procedures nor shall it cease or delay the delivery of the Project.

15.2.7 Nothing in this Condition 15.2 shall prejudice the right of either Party to apply to the court for interim relief to prevent the violation by the other Party of any proprietary interest or any breach of that Party's obligations.

16. No Partnership or Agency

This Funding Agreement shall not create any partnership or joint venture between the Council and the Organisation, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

17. Joint and Several Liability

Where the Organisation is neither a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Funding Agreement on behalf of the Organisation shall be jointly and severally liable for the Organisation's obligations and liabilities arising under this Funding Agreement.

AS WITNESS the parties have signed this Funding Agreement the day and year first before written

For and on behalf of the Council:

For and on behalf of the Council:

SIGNED by [name]

SIGNED by [name]

Signature

Signature

Position

Position

For and on behalf of the Organisation:

For and on behalf of the Organisation:

SIGNED by [name]

SIGNED by [name]

Signature

Signature

Position

Position

(and duly authorised signatory)

(and duly authorised signatory)

Schedule 1

Project

Ways of working

The Park and Charge Pilot Project ('the Pilot Scheme') is an Innovate UK funded project which seeks to support EV drivers and potential EV drivers who must park their cars on the street. The Pilot Scheme will see fast chargers installed in local authority car parks to provide 'over-night charging hubs' to provide a value for money alternative to home charging, for those who cannot park and charge their car on a private driveway.

Due to Innovate UK requirements the Park and Charge Pilot Scheme must be delivered by 31st March and there is no possibility to extend the project beyond this date. All funding claims to Innovate UK must also be made by the Pilot Scheme end date with any invoices having been defrayed within the Pilot Scheme period. Delivery to time is therefore critically important in order to ensure that all costs can be claimed from the Sponsor.

Oxfordshire County Council is named as a Collaborating Partner, sitting on the Project Board of the Pilot Scheme to represent the interests of the local authorities within Oxfordshire. The County Council is keen to collaborate closely with colleagues in Oxfordshire's five District Councils to ensure interests are fairly represented and deliverables are managed to time in the most effective way.

As such the Councils agree the following ways of working:

- Each District Council will work collaboratively with Oxfordshire County Council and with the other District Councils to fulfil the project obligations under the terms of the grant.
- The District Councils and Oxfordshire County Council will form a 'Local Authorities Working Group' which will meet regularly to monitor Project progress against timescales, risks, issues and other items as required.
- Each District Council will use recognised project management tools to manage their areas of delivery. These tools will be in alignment with the Pilot Scheme's central project management system which is based on the Prince2 method of project management.
- Each District Council will share learning and information generated by the Project with Oxfordshire County Council and with the other District Councils in order to benefit the group.

Roles and responsibilities

The District Council will be responsible for:

- Management of internal District Council governance for the delivery of its part of the Pilot Scheme
- Project management of agreed deliverables assigned to the District Council
- Delivery of all agreed deliverables assigned to the District Council

- Attending and contributing to the project Local Authorities Working Group and the project Delivery Group (as required)
- Liaison with Oxfordshire County Council's Park and Charge Project Manager
- Liaison with and facilitation of commercial partners to deliver EV charging point installation and operation
- Timely submission of accurate and appropriate invoices to Oxfordshire County Council for works undertaken by the District Council or its appointed contractors in the delivery of the Project.
- Contributing to the delivery of the Education & Dissemination work package (e.g. approval of shared education and dissemination resources, promotion of project using shared resources via appropriate media under District Council control, supporting and hosting promotional events in the District Council area).
- Sharing learning with the project partners

Project Governance & Communications

The Pilot Scheme is complex with many stakeholders and project management and governance will be run on a 'by exception' basis in order to streamline communications.

The District Council should nominate a Project Lead Officer who will:

- Act as Project Manager for the District Council, responsible for the deliverables assigned to the District Council
- Act as Liaison between the Project governance structure, and the District Councils own internal governance structure.
- Act as Liaison between the project delivery group

The Project Steering Board

The overall strategic direction of the Pilot project will be governed by a Steering Board comprised of senior representatives from all Collaborating Partners, chaired by the lead partner Zeta Group.

Oxfordshire County Council is responsible for representing the interests of the District Councils on the Project Steering Group and will consult with the District Council Project Lead Officer regarding decisions. The lead officer from each district will be responsible for liaison with the District Council's Project Sponsor. In the case of an exception or an unresolved issue the Project Steering Board will take advice from the District Council's Project Lead Officer whether it is appropriate to engage directly with the Project Sponsor.

The Project Delivery Group

The day-to-day delivery of the Pilot project will be the responsibility of the Delivery Group chaired by the Zeta appointed Project Manager with the Steering Board acting as the escalation route for any unresolved delivery issues.

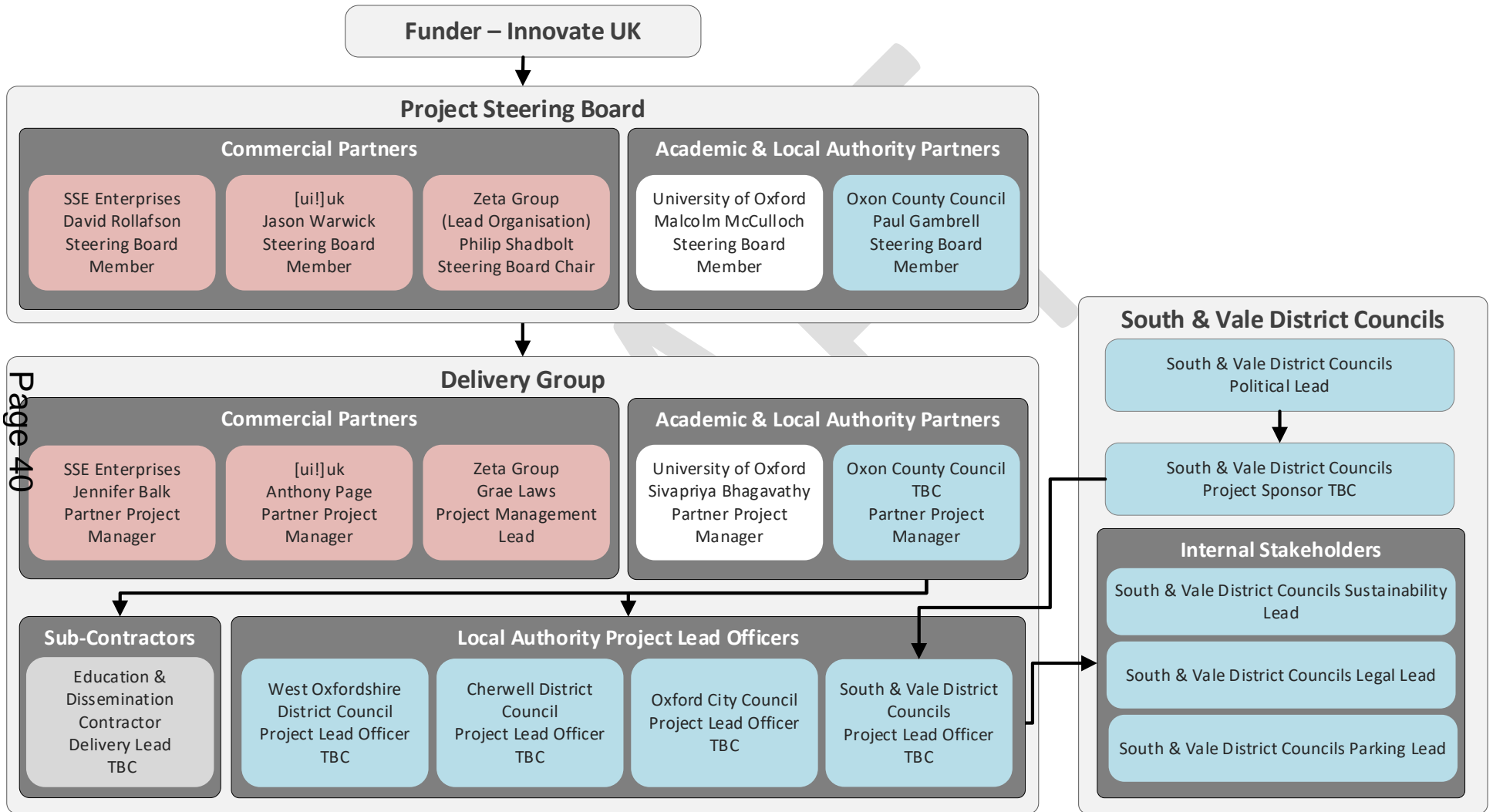
The District Council Project Lead Officer will be a part of the Delivery Group, and is welcome to attend meetings of interest, but will only be required to attend meetings relevant to activity in their district. The Oxfordshire County Council Project Manager will liaise with the Project Lead Officers from each district to ensure that Project Lead Officers can attend the relevant meetings.

The Local Authorities Working Group

The District Councils and Oxfordshire County Council will form a 'Local Authorities Working Group' which will be nominally chaired by Oxfordshire County Council. The group will meet regularly to monitor project progress against the project plan, risks, issues and other items as required. Oxfordshire County Council will be responsible for feeding back to the Delivery Group on progress against the District Council's deliverables and will liaise between the Working Group and the Project Delivery Group to ensure that Project Lead Officers can attend the relevant meetings.

DRAFT

Pilot Project Governance Structure



District Council Deliverables

The District Council will be responsible for the deliverables listed in the table below. Please note that due dates may be updated as the project develops.

Deliverables	Work Package	Due date	Project Deliverable Number
Project Management			
Designated staff resource appropriate for the delivery of the project.	0	TBC	N/A
Site Selection			
Final agreed car park list for Phase 2	1.3	28/02/2020	D22
Review of shortlisted sites regarding operations, land ownership or other complexities	1.3	28/02/2020	D22.1
Agreed phase 1 pilot car park	1.3	29/02/2020	D23
Legal and Contracting			
Signed Phase 1 Energy Supply Land Use Contract	1.4	01/04/2020	D27
Signed Phase 1 CPO Concession Contract	1.4	01/04/2020	D27
Review and feedback on Phase 1 CPO Concession and Energy Supply Land Use Contracts	1.4	20/03/2020	D27.1
Finalised Phase 2 Generic HoT template; CPO Concession and Energy Supply Land Use Contracts	1.4	09/04/2020	D25
Review and feedback on Phase 2 Generic HoT template; CPO Concession and Energy Supply Land Use	1.4	12/03/2020	D25.1
Approval of CPO Concession contract SLAs	1.5	10/06/2020	D32
Signed Phase 2 CPO Concession Contract	1.4	22/07/2020	D26
Signed Phase 2 land use agreements with SSE Enterprises for housing of electrical supply infrastructure	1.4	22/07/2020	D26
Process Design			
Approved process for residents to apply for use of car park at night to access chargers	1.3	31/05/2020	D71
Phase 1 Implementation (Pilot Site)			
Phase 1 Sign-off site deployment (approval to commence installation)	3.4	TBC	D48
Phase 1 Updated enforcement agreement with enforcement operators	3.4	TBC	D48.1
Phase 1 Advertising of car park disruption and	3.4	31/05/2020	D48.2

change of layout to car park users			
Phase 1 Completed Technical Documentation	3.3	31/07/2020	D49
Phase 1 DC CDM client documents	3.3	30/06/2020	D49.1
Phase 1 DC approve detailed technical design for all car parks (inc.design of signage and lining)	3.3	30/06/2020	D49.2
Phase 1 DC sign-off of completed EVSE installation, signage and lining, safety certification and operational commissioning.	3.3	31/07/2020	D50
Updated car park terms and conditions of use	3.4	TBC	
Updated enforcement agreement with enforcement operators	3.4	TBC	
Phase 2 Implementation			
Phase 2 Advertising of car park disruption and change of layout to car park users	3.4	TBC (between 31/07/2020 – 31/01/21)	DXX.1
Phase 2 Updated car park terms and conditions of use	3.4	TBC	DXX.2
Phase 2 Updated enforcement agreement with enforcement operators	3.4	TBC	DXX.3
Phase 2 Sign-off site deployment (approval to commence installation)	3.4	TBC (between 31/08/2020 – 28/02/21)	DXX.4
Phase 2 Civils, detailed design and costing for all car parks followed by review (DC to deliver CDM client documents and approve design of signage and lining)	3.4	TBC (between 31/08/2020 – 28/02/21)	DXX.5
Phase 2 Completed Technical Documentation	3.4	TBC (between 31/08/2020 – 28/02/21)	DXX.6
Phase 2 DC sign-off of EVSE installation, safety certification, operational commissioning, signage and lining	3.4	TBC (between 31/08/2020 – 28/02/21)	DXX

Communications & Dissemination

Communications Plan – DCs to contribute to design of plan led by Comms and Dissemination contractor	5.2	30/04/2020	D68
First of series of events with stakeholders - DCs to contribute to delivery of events in their district which will be led by Comms and Dissemination contractor	5.2	TBC	D69
Dissemination Plan – DCs to contribute to design of plan led by Comms and Dissemination contractor	5.4	31/03/2021	D70

DRAFT

Schedule 2

Funding

The Sponsor

The Park and Charge Project is grant funded by Innovate UK. As a Local Authority, Oxfordshire County Council is funded at 100% of costs.

Local Authorities Budget

Oxfordshire County Council has secured permission from the grant funder, Innovate UK, to sub-contract the 5 Oxfordshire District Councils to support delivery of the project in their areas with a total budget of £427,000 for this work. Cherwell District Council will have a resource for the project in place provided directly by Oxfordshire County Council. This will reduce the level of sub-contract funds available to them to spend independently on project support.

The total funding available to each District Council is dependent upon how many car parks are selected for EV charger installation and the staff resource allocated to complete the work required.

Oxfordshire County Council has developed a budget guide for how expenses may be split, working on the assumption of approximately £5000 legal fees for each car park included in the project.

Costs such as travel and subsistence, or materials will be covered if they are directly funding items used to support the project. This should be discussed in advance of the spend with the Oxfordshire County Council Park and Charge Manager.

Suggested Minimum Staff Resources Required

- Senior Responsible Officer: 3-5% over 12-14 months to 31st March 2021
- Parking Services Manager or similar: 3-5% over 12-14 months to 31st March 2021
- District Council Project Lead Officer: 100% for 12 months from 1st April 2020 to 31st March 2021. This post may be directly recruited or sub-contracted by District Councils or sub-contracted via Oxfordshire County Council dependent upon preference.
- Additional Sub-contracting funding of c.£11k
- Legal Support: Staff time up to the value of approx. £5000 per car park in which electric vehicle charging is installed.

These figures are as a guide only.

Claiming Funding from Oxfordshire County Council

Any work carried out by the District Council, or agreed expenses, in support of the project should be invoiced to Oxfordshire County Council on a monthly basis.

In the case that the District Council Project Lead Officer is sub-contracted by Oxfordshire County Council, the value of the sub-contract will be deducted from the total amount of funding available to the District Council.

Invoicing

The District Council should submit calendar monthly invoices by the 5th working day after the close of the previous calendar month.

Any invoices defrayed by Oxfordshire County Council after 31st March 2021 cannot be claimed against the project budget – therefore it is critical for invoicing to be timely.

All invoices must be submitted before 28th February 2021 in order for these to be defrayed prior to the close of the project. Any invoices submitted to Oxfordshire County Council after this date will not be paid.

Invoices should be itemised to include:

- Staff time per FTE - in hours worked on the delivery of the project during the (hourly rate must also be shown)
- Sub-contracting costs
- Any travel and subsistence
- Any other expenses (as approved by the Oxon CC Project Manager)

Where legal fees are internally recharged to the District Council budget holder, we will accept a lump sum legal fee as an invoice item.

Schedule 3 Monitoring and Review

The Park and Charge Pilot Project is subject to Monitoring and Review Processes set out by the funder Innovate UK.

The Project Board submit a Quarterly Report to the Innovate UK Monitoring Officer which is reviewed at a Quarterly meeting.

Oxfordshire County Council must send its update to the Project Lead Organisation (Zeta Group) in advance of the Quarterly Report submission dates as set out in the table below:

Report	Date
Quarterly Meeting 1	31 Jan '20
Quarterly Meeting 2	27 Apr '20
Quarterly Meeting 3	24 Jul '20
Quarterly Meeting 4	23 Oct '20
Quarterly Meeting 5	29 Jan '21
Quarterly Meeting 6 - Closure	30 Apr '21

Oxfordshire County Council requires each District Council to support delivery of the update to Zeta Group for the relevant quarter. This will include (but is not limited to):

- A status update for each deliverable assigned to the District Council
- An update to any live risks and issues relevant to the District Council's deliverables
- An update on budget and expenditure

These to be delivered to Oxfordshire County Council a minimum of 10 working days before the meeting date for the relevant quarter.

The District Councils and Oxfordshire County Council will form a 'Local Authorities Working Group' which will be nominally chaired by Oxfordshire County Council.

The group will meet regularly to monitor project progress against the project plan, risks, issues and other items as required.

Oxfordshire County Council will be responsible for feeding back to the Delivery Group on progress against the District Council's deliverables and will liaise between the Working Group and the Project Delivery Group.



**Special Urgent Executive Decision Taken by Chief Executive
Published on 3 April 2020**

Decision: Meeting Oxford's Unmet Housing Needs – Allocation of Affordable Housing

Decision taker: Yvonne Rees, Chief Executive

Decision Date: 3 April 2020

Is decision subject to Call-in? Yes

Deadline for Call-in: 9 April 2020

Is decision exempt? No.

Is decision urgent? Yes

Summary

To seek in principle support on the proposed approach to allocating affordable housing that is to be developed on identified sites within Cherwell district in order to meet an apportionment of Oxford's unmet housing need.

The countywide Strategic Housing Market Assessment 2014 (SHMA) identified the housing needs across Oxfordshire up to 2031. Further research and evidence have established that Oxford City will be unable to accommodate sufficient numbers of homes within that period to meet its identified housing needs.

Through the Growth Board, Oxfordshire local authorities are working together to provide the investment in infrastructure, housing and the economy that Oxfordshire needs now and in the future. The Growth Board has agreed an assumption that, in addition to the homes that are to be developed within the city, a further 15,000 homes are required to meet Oxford's unmet housing need to 2031. Under the statutory 'Duty to Cooperate', Districts have agreed to assist by providing an apportionment of the 15,000 homes. The number to be provided within Cherwell district is 4,400.

Decision

Resolved

- (1) That the following approach on the methodology for allocating the rented affordable homes to be provided on allocated sites in Cherwell District Council's Local Plan Partial Review in order to meet Oxford's unmet housing need be agreed:

“Oxford City Council processes all housing applications from eligible households who have a local connection to Oxford through residence, employment or family. When a property becomes available on an identified site to meet Oxford’s need within Cherwell district, the City Council will then work with the registered provider to administer the letting of the property and will nominate eligible households directly from the Oxford housing register. Should the City Council be unable to make a nomination or allocate the property to someone with an Oxford local connection, then they would offer the opportunity to Cherwell District Council to nominate a housing applicant from its housing register.”

Reasons for Decision

The agreement to utilise sites within Cherwell District to provide housing (including affordable housing) to meet an apportionment of Oxford’s unmet housing need is already in place as part of the Growth Deal and Duty to Co-operate.

Various options have been explored in respect of the arrangements and allocation of the rented affordable housing that is to be provided on identified sites within Cherwell district. The preferred option is administration and allocation of rented affordable housing being undertaken by Oxford City Council with a legal agreement, letting policy or plan, eligibility cascade and joint communications plan to be agreed with Cherwell District Council. This arrangement will ensure that Cherwell District Council is able to meet its statutory duties under the ‘Duty to Cooperate’ without adding administrative burdens and overly complex systems for customers and support providers to navigate.

Arrangements will be subject to an Equality Impact Assessment. A joint communications plan at the appropriate time will inform residents, organisations and relevant ward and parish Councillors about the development sites and how to access the affordable housing.

This item was due to be considered by the Executive at their meeting of 6 April 2020. However, in light of the situation with the Covid-19 outbreak and Government advice to social distance and stop non-essential contact, the Leader of the Council and Executive Chairman, Councillor Barry Wood, agreed that the meeting no longer take place as staff are being deployed to core functions to ensure business continuity at this time and that the decision be taken by the Chief Executive using urgency powers. All Executive members have confirmed they endorse the recommendations. The report has been circulated to all councillors ahead of the urgent decision being taken.

In accordance with the Constitution, a report will be submitted to the next meeting of the Executive advising of the urgent action taken.

Alternative Options Considered

Option 1: An Oxfordshire-wide lettings approach using either a common application form and shared ICT system or aligning prioritisation approaches by each of the Oxfordshire district councils.

Option 2: Cherwell District Council (CDC) processes housing applications and nominates eligible applicants to properties developed in the District using our own allocations policy or using a new policy agreed with the City Council.

Conflicts of Interest Declared and Dispensations Granted by Head of Paid Service

None

Attachments

Report due to be submitted to 6 April 2020 Executive

Yvonne Rees
Chief Executive

Cherwell District Council

Executive

6 April 2020

Meeting Oxford's Unmet Needs - Allocation of Affordable Housing

Report of Assistant Director Housing and Social Care Commissioning

This report is public

Purpose of report

To seek in principle support on the proposed approach to allocating affordable housing that is to be developed on identified sites within Cherwell district in order to meet an apportionment of Oxford's unmet housing need.

1.0 Recommendations

The Executive is recommended to:

- 1.1 Agree the proposed approach set out in section 3.3.3 of this report. Section 3.3.3 sets out the proposed methodology for allocating the rented affordable homes to be provided on allocated sites in Cherwell District Council's Local Plan Partial Review in order to meet Oxford's unmet housing need.

2.0 Introduction

- 2.1 The countywide Strategic Housing Market Assessment 2014 (SHMA) identified the housing needs across Oxfordshire up to 2031. Further research and evidence have established that Oxford City will be unable to accommodate sufficient numbers of homes within that period to meet its identified housing needs.
- 2.2 Through the Growth Board, Oxfordshire local authorities are working together to provide the investment in infrastructure, housing and the economy that Oxfordshire needs now and in the future. The Growth Board has agreed an assumption that, in addition to the homes that are to be developed within the city, a further 15,000 homes are required to meet Oxford's unmet housing need to 2031. Under the statutory 'Duty to Cooperate', Districts have agreed to assist by providing an apportionment of the 15,000 homes. The number to be provided within Cherwell district is 4,400.
- 2.3 The Partial Review of the 'Cherwell Local Plan 2011-2031 - Oxford's Unmet Housing Need' identified potential sites where the 4,400 homes could be delivered.

The Partial Review was considered by the Secretary of State in 2019 and was largely supported except for one site, Policy PR10 (land south east of Woodstock). Given this, further work has been done to identify how the total number of homes (4,400) could be accommodated within Cherwell district. Policy PR2 of the Local Plan Partial Review requires delivery of 50% affordable housing across each site identified to meet Oxford's needs. Of the total affordable housing provision, 80% would be affordable/social rented dwellings, and 20% as other forms of intermediate affordable housing (this is in comparison to the 70% rent and 30% intermediate tenure split required under the current Cherwell District Council affordable housing planning policy – within the Affordable Housing policy requirement which is 30% at Banbury and Bicester and 35% elsewhere on all sites suitable for 11 or more dwellings).

- 2.4 In February 2019, as part of the Local Plan Partial Review, Cherwell agreed a Statement of Common Ground (SOCG) with the Oxfordshire Councils. This states that the details regarding the provision, policy and operational procedures for allocating the affordable housing to meet Oxford's unmet needs should be agreed within 1 year of the SOCG or prior to any planning application being made on the first of the identified sites (whichever is the sooner). As the Cherwell DC Local Plan Partial Review has not yet been adopted, the aim is to enter into an 'in principle' arrangement with Oxford City Council which can be adopted once the Local Plan Partial Review has been approved.
- 2.5 Some work has already been done jointly with the other Oxfordshire district councils in relation to the arrangements for allocating housing developed on identified sites to meet Oxford's unmet need. Various approaches have been considered. However, differences in the timing and progress of each council's Local Plan review, plus the differences in the approach they wish to take in allocating the affordable housing, has made a standard collective approach difficult to achieve.
- 2.6 Work still needs to be done to finalise the details on housing mix, tenure types and how the rented properties are to be let and managed. It is anticipated that all of these details will form part of the development briefs for each of the sites. As the City Council's planning policy states a requirement for social rent tenure (due to affordability in the Oxford locality), Cherwell District Council will endeavour to secure social rent as part of the tenure mix. Early viability work as part of the Local Plan Partial Review indicates that this should be possible (subject to individual site, environmental and policy considerations).
- 2.7 This paper only considers the arrangements for the allocation of affordable housing for rent (social or affordable rent) that is to be developed on identified sites within Cherwell district to meet Oxford's unmet need. The allocation of shared ownership homes will, as they are now, be dealt with through Help to Buy South and the relevant registered providers.

3.0 Report Details

- 3.1 Since the Local Plan Inspector's response in July 2019 to the proposals set out in the Partial Review of the 'Cherwell Local Plan 2011-2031 - Oxford's Unmet Housing Need', the Council has consulted on its proposed modifications to the Plan. The main modifications propose the deletion of the Policy PR10 (Land South East of

Woodstock) and accommodation of this policy's housing numbers to be on the other proposed sites as follows:

Site	Total number of dwellings in Local Plan Submission July 2017	No. of dwellings in Main Modifications 2019	Expected total number of affordable homes (assuming 50% requirement is achieved)	Estimated number of rented homes (80% of the 50% total AH contribution)
Land East of Oxford Road (policy PR6a)	650	690	345	276
Land West of Oxford Road (policy PR6b)	530	670	335	268
Land south East of Kidlington (policy PR7a)	230	430	215	172
Land at Stratfield Farm (policy PR7b)	100	120	60	48
Land East of the A44 (policy PR8)	1950	1950	975	780
Land west of Yarnton (policy PR9)	530	540	270	216
Land south east of Woodstock (policy PR10)	410	0 (deleted)	0	0
Totals	4,400	4,400	2,200	1,760

3.2 Work on the Partial Review modifications has been completed (submitted 25 February 2020) and we await the Inspector's response, but the table above provides an indication of the number of rented units that would have to be allocated to address Oxford's unmet need. The affordable housing need does not have to be met directly from new build homes, it is possible to select relets of existing social housing to count towards meeting the Oxford requirement. However, this arrangement would be more complex to administer, and implementation would require agreement of Registered Provider partners who own, let and manage social housing stock in Cherwell district. The re-let units would also need to be located close to Oxford city with good transport connections. Historically there have been very low numbers of re-lets in the Cherwell district area to the north of Oxford. There have been 85 lettings over the last two years but only 39 of those have been for general needs, the remainder being for older people including the provision of a new extra care housing scheme. This means the capacity to use existing social housing towards meeting the numbers required is very limited and therefore we propose that all of the additional housing should be provided through the new sites. It will also be important to preserve re-lets of existing social housing for households with a local connection to Cherwell, so that there is some balance in terms of access to social housing in this part of the district.

3.3 As the SOCG referred to earlier in paragraph 2.4 of this report sets out that the affordable homes are required to meet the needs of those households with a local connection to Oxford through residence, employment or family, the options for allocating new rented affordable properties on identified sites are set out below:

3.3.1 An Oxfordshire-wide lettings approach using either a common application form and shared ICT system or aligning prioritisation approaches by each of the Oxfordshire district councils.

This would provide a simple process for customers, meaning they would only need to complete one application form to be considered for all housing that is developed across Oxfordshire to meet an Oxford need. However, the differences between local authorities in terms of timing and adoption of their Local Plans, and the time needed to introduce new ICT systems and countywide procedures makes this option very difficult to achieve. Other districts have now started pursuing individual approaches and so the single Oxfordshire-wide option is not deemed possible.

3.3.2 Cherwell District Council (CDC) processes housing applications and nominates eligible applicants to properties developed in the District using our own allocations policy or using a new policy agreed with the City Council.

This option would ensure that CDC retains control over the allocation of the rented affordable housing. However, as the properties would be allocated to meet an Oxford housing need, there would be no other advantage and CDC would bear an increased administrative burden and cost. It would also mean that the housing register could grow significantly and that households with an Oxford connection only might perceive that they could bid on properties across Cherwell. The Vale of White Horse District Council has adopted this approach for relevant sites and has included mechanisms within its allocations policy to prioritise eligible applicants with an Oxford local connection. As the allocations policy is joint with South Oxfordshire District Council (SODC), it is important to note that SODC's Local Plan is currently under review, therefore any decision regarding addressing Oxford's unmet housing need will be taken as part of the Local Plan process and the decision may lead to an amendment to the joint housing allocations policy.

3.3.3 Oxford City Council processes all housing applications from eligible households who have a local connection to Oxford through residence, employment or family. When a property becomes available on an identified site to meet Oxford's need within Cherwell district, the City Council will then work with the registered provider to administer the letting of the property and will nominate eligible households directly from the Oxford housing register. Should the City Council be unable to make a nomination or allocate the property to someone with an Oxford local connection, then they would offer the opportunity to Cherwell District Council to nominate a housing applicant from its housing register.

This approach would involve Oxford City Council using its allocations policy to determine eligibility and suitable nominations for the properties on the sites in Cherwell that have been identified to meet an Oxford need. In addition, it would prevent the need for Oxford City housing register applicants to also register with Cherwell District Council. A legal agreement and a commonly agreed nominations or letting plan between the city and district council would ensure that both are aligned with the arrangements for allocation of the properties on these sites and that

a range of households' housing needs are met. Cherwell residents who have an Oxford local connection would need to complete an Oxford City Council housing application form in order to be considered for the properties. Cherwell housing applicants will be advised of the additional opportunity afforded to them should they indicate an Oxford local connection on their Cherwell housing application form. This option removes most of the administrative burden on Cherwell DC and shifts statutory housing functions and control of the allocation of the properties on these sites only to Oxford City Council. Therefore, subject to agreement with Oxford City Council, the approach of having a legal agreement and a commonly agreed allocation policy or letting plan would be preferable to protect the District Council from any changes to policy in future.

Early discussions with Oxford City Council officers have indicated a willingness to consider a local lettings plan for the sites to ensure that a balanced and mixed community is established from the outset. Such a lettings plan would balance provision to meet the housing needs of the city's homeless households, households in need of affordable general needs housing and housing transfer applicants. It could also incorporate opportunities to allocate a proportion of housing to health, social care, education, police and other key worker personnel. The District could be further protected by having an opportunity to nominate housing applicants from the Cherwell housing register should the City Council be unsuccessful with its own nominations. A clear, joint communication strategy will ensure that all customers are aware of the arrangements should this option be implemented.

3.4 Applicants for rented affordable housing on the identified sites will need to be prioritised for lettings. Cherwell's proposed 'cascade' for letting these units would be as follows:

- First priority will be given to eligible applicants who meet the agreed local connection criteria to Oxford City. This could be through residence, employment or a need for support from close family members. This would include households that live in Cherwell District and who also have a connection to Oxford City e.g. through their place of employment or family connections. Applicants would be prioritised based on Oxford City Council's housing need priority bands as set out in the council's allocations scheme.
- When assessing date order within a priority band, any existing Cherwell District Council housing applicants will be given the date they registered with Cherwell DC or the date they established a connection with the City if this is later than their application date.
- If Oxford City Council is unable to nominate a suitable eligible applicant from its housing register, Cherwell DC will be offered the opportunity to nominate an eligible applicant from its own register through the Homechoice system. Priority will be given to households with a local connection to the parish where the site is situated, or a household with a local connection to Cherwell District whichever is appropriate having regard to CDC allocations procedures at the time. Applicants would be prioritised through Cherwell's housing need priority bands.
- Where Oxford City Council has not been able to nominate an eligible housing applicant for a property, the property will still count towards meeting Oxford's unmet need and will be re-advertised as such when it next becomes available.

3.5 This cascade would need to be formally agreed with Oxford City Council but informal discussions regarding the approach have been positive. Applying the cascade and local connection criteria helps to balance the requirement to meet

Oxford's unmet housing need with the needs of people on CDC's housing register. However, given that the City Council has around 2,600 housing applicants (January 2020), it is unlikely that an Oxford nomination would not be made.

- 3.6 There are 46 Oxford City Council housing register applicants who live in Cherwell District (as at January 2020). Of these, 31 are in the Kidlington and surrounding villages postcode area. Some of the housing applicants may already be living in an Oxford City Council-owned property and require a transfer to more suitable accommodation to meet their needs. The City Council owns around 110 properties in the Kidlington area. Of the 46 households who are on Oxford City Council's housing register and living in Cherwell District, 31 are in band five and as such would generally be unlikely to be housed. The properties owned by the City Council in Kidlington are very popular, with an average of 185 bids on the rented homes that become available for re-let.
- 3.7 In Cherwell there are currently 105 people on the housing register who live in the OX5 postcode area. 52 of these are in the three highest need bands. There are 84 applicants who require general needs housing, the remainder require age specific housing. Although 105 is a relatively small proportion of the overall housing register (around 9% of all (1162) applicants), competition for housing in Kidlington is high compared to some other areas of Cherwell district and this is shown by the high level of interest in a small number of lettings. There is an average of 15 bids on each general needs property in Kidlington compared with 12 in Banbury and 15 in Bicester. In 2019, on average (median) the waiting time for a successful nomination through the housing register in Kidlington was 37 weeks, whereas Banbury was 21 weeks and Bicester was 28 weeks. Furthermore, once a new development scheme starts on site, it is common to see an increase in the number of new housing applications for the area. In recognition of this, it will be important for Cherwell DC to proactively identify additional affordable housing development sites around Kidlington which could be ring-fenced for housing applicants with a local connection to the immediate area.
- 3.8 Where properties are advertised to meet the need of housing applicants with an Oxford City local connection, the properties will be allocated to those in housing need and in accordance with the agreements with Oxford City Council. This will include re-lets of those properties. However as there has historically been an undersupply of housing in the OX5 post code area, it would be appropriate to ensure that the re-let of existing social housing in that area (i.e. not on the sites identified to meet Oxford needs) is prioritised for Cherwell DC housing register applicants only. In time it will be important to review the letting arrangements for the new properties that are built to meet Oxford's unmet need to ensure the arrangements continue to be fit for purpose. A timescale for review and monitoring mechanism will be included in any agreements with the City Council.
- 3.9 Once an approach has been formally agreed with Oxford City Council, a joint communications plan will need to be put in place to ensure that residents, registered providers, support organisations and relevant ward and parish councillors are made aware of the eligibility criteria and process for accessing the housing on the identified sites. A joint approach will ensure that messages are consistent, and support is provided to those housing applicants who need it. Opportunities for streamlining the customer experience in making a housing application will also be considered.

4.0 Conclusions and Reasons for Recommendation

- 4.1 The agreement to utilise sites within Cherwell District to provide housing (including affordable housing) to meet an apportionment of Oxford's unmet housing need is already in place as part of the Growth Deal and Duty to Co-operate.
- 4.2 Various options have been explored in respect of the arrangements and allocation of the rented affordable housing that is to be provided on identified sites within Cherwell district. The preferred option is set out in paragraph 3.3.3 of this report i.e. administration and allocation of rented affordable housing being undertaken by Oxford City Council with a legal agreement, letting policy or plan, eligibility cascade and joint communications plan to be agreed with Cherwell District Council. This arrangement will ensure that Cherwell District Council is able to meet its statutory duties under the 'Duty to Cooperate' without adding administrative burdens and overly complex systems for customers and support providers to navigate.
- 4.3 Arrangements will be subject to an Equality Impact Assessment and a joint communications plan at the appropriate time will inform residents, organisations and relevant ward and parish Councillors about the development sites and how to access the affordable housing.

5.0 Consultation

None for this report

6.0 Alternative Options and Reasons for Rejection

- 6.1 The alternative options are set out in section 3.3 of this report.

7.0 Implications

Financial and Resource Implications

- 7.1 Whilst there are no direct financial implications from the proposals in this report, the council will need to ensure that teams directly impacted by these changes as well as our front-line customer services are equipped to respond to queries to ensure that our customers have clarity on the process, otherwise additional contact may cause pressure on some service areas.

Comments checked by:

Adele Taylor, Interim Executive Director of Finance (in post at time of checking report)

Legal Implications

- 7.2 Any agreed joint allocations policy will need to meet the requirements of legal definition of Reasonable Preference in the Housing Act 1996 (as amended by the Homelessness Act 2002, the Localism Act 2011 and the Homelessness Reduction Act 2017)

- 7.3 The preferred option detailed in the report will require Executive approval and a formal agreement to be entered into between the City Council and Cherwell under sections 9EA and 19 of the Local Government Act 2000 and Regulation 5 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 to delegate Cherwell's statutory housing powers to the City Council in respect of these properties. The in-house legal service has experience of dealing with such arrangements and will be able to assist with preparing the necessary documentation accordingly. The agreement will provide that all of the responsibility for discharging functions in respect of those properties, and all of the liabilities arising in the discharge of those functions, will pass to the City Council. This will provide Cherwell with protection from any applicant for that housing who issues any challenge to a decision taken in relation to them.
- 7.4 It should be noted that the proposed delegation will only apply to the functions under the Housing Act 1996 in respect of the specific properties which are identified as being delivered to meet Oxford's unmet housing need. As such, Cherwell will retain full control and powers over both the development of housing on those sites, and all other statutory powers and functions arising in respect of such properties.

Comments checked by:

Chris Mace, Solicitor; 01295 221808; christopher.mace@cherwell-dc.gov.uk

Risks and Other Implications

- 7.5 There is a risk of disappointment and frustration from residents living nearby the proposed development sites where they may not be prioritised for the affordable housing as they do not have a connection with Oxford City. There are also risks that eligible Cherwell residents (those with a local connection) do not register with Oxford City for the affordable housing. This risk can be mitigated by a clear communications plan and individual contact and support with eligible applicants on Cherwell District Council housing register. These risks will be managed by the service and escalated as and when necessary to the Leadership Risk Register.

Comments checked by:

Louise Tustian, Head of Insight and Corporate Programmes, 01295 221786, Louise.tustian@cherwell-dc.gov.uk

Equalities Implications

- 7.6 No equalities impact in relation to this report. However, an Equality Impact Assessment will need to be undertaken at the appropriate time on relevant allocations schemes, lettings plans and the communications plan as they are developed. The communications plan will also need to be appropriate and ensure that information is provided in a suitable format to all residents, organisations and relevant ward and parish councillors to ensure that they have information about the development sites and how to access the affordable housing.

Comments checked by:

Caroline French, Business Improvement Officer, Performance and Transformation 01295 221586, Caroline.French@cherwell-dc.gov.uk

8.0 Decision Information

Key decision:

Financial Threshold Met: No

Community Impact Threshold Met: No

Wards affected

Kidlington East, Kidlington West, Launton and Otmoor

Links to Corporate Plan and Policy Framework

Deliver affordable housing

Lead Councillor

Councillor John Donaldson – Lead Member for Housing

Document Information

Appendix	Title
None	
Background Papers	
None	
Reference Documents	
Housing strategy 2019-2024 – published on the Council’s website at the following link Housing Strategy	
Report Author	Gillian Douglas Assistant Director Housing and Social Care Commissioning
Contact Information	Gillian.Douglas@cherwell-dc.gov.uk Direct dial: 01295 221605 Mobile: 07503 259834