



# Meeting of Council

**Monday 7 September 2020**

**Members of Cherwell District Council,**

**A meeting of Council will be held at Virtual meeting on Monday 7 September 2020 at 6.30 pm, and you are hereby summoned to attend.**

**Yvonne Rees  
Chief Executive**

**Thursday 27 August  
2020**

## **AGENDA**

**1 Apologies for Absence**

**2 Declarations of Interest**

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

**3 Communications**

To receive communications from the Chairman and/or the Leader of the Council.

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

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

Addresses may be presented by:

- A Local Government elector for the area,

- A person who is wholly or mainly resident in the area,
- A Council Taxpayer or National Non-Domestic Ratepayer for the area

Addresses must be on an item on the Agenda before the meeting and not exceed 5 minutes. No person may address more than one meeting on any particular issue.

Requests to address the meeting (including the reason for the address and confirming the requirement for an address is met) should be submitted to [democracy@cherwellandsouthnorthants.gov.uk](mailto:democracy@cherwellandsouthnorthants.gov.uk) The deadline for petitions and requests to address this meeting is noon on Friday 4 September 2020.

Requests will be heard in the order individuals have registered. Individuals requesting to address the meeting will be provided with details of how they can join the virtual meeting to make their address.

Full details of public participation at meetings is available in the Constitution.

## 5 Urgent Business

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

## 6 Minutes of Council (Pages 7 - 22)

To confirm as a correct record the Minutes of Council held on 20 July 2020.

## Council Business Reports

### 7 Update report from the Leader of the Council following a meeting of Oxfordshire Local Authority leaders and Chair of Oxfordshire LEP with Simon Clarke MP (Minister of State - Housing, Communities and Local Government) on the 7 September

\*\*\*Please note this report will follow as the meeting is being held on 7 September, after agenda publication\*\*\*

### 8 Appointment of Monitoring Officer

\*\*\*Please note this report will follow\*\*\*

Report of Chief Executive

#### Purpose of report

To appoint a permanent Monitoring Officer following the recruitment process for the vacant Director Law and Governance post.

9 **Delegation of enforcement powers from Oxfordshire County Council to Cherwell District Council under Covid-19 legislation** (Pages 23 - 46)

Report of Director of Public Health and Wellbeing

**Purpose of report**

To accept the delegation of powers granted to Oxfordshire County Council under The Health Protection (Coronavirus, Restriction) (England) (No.3) Regulations 2020 that give local authorities powers relating to the control and prevention of coronavirus.

**Recommendations**

The Council is recommended to:

- 1.1 **Accept** the delegation of powers to enable Cherwell District Council to carry out enforcement actions detailed by The Health Protection (Coronavirus, Restriction) (England) (No.3) Regulations 2020.
- 1.2 **Authorise** the Assistant Director Regulatory Services, acting in consultation with the Director Law and Governance and the Corporate Director Finance, to enter into all necessary and appropriate contracts and agreements to implement the delivery of the enforcement work on behalf of Oxfordshire County Council (OCC).
- 1.3 **Delegate** authority to the Assistant Director Regulatory Services to perform the enforcement duties of OCC set out in any such agreements referred to above.

10 **Revised Budget 2020/21** (Pages 47 - 62)

Report of Director of Finance

**Purpose of report**

This report proposes a revised budget for 2020/21 to reflect the financial impact of COVID-19 and includes proposed savings required in order to achieve a balanced budget

**Recommendations**

Council is recommended to:

- 1.1 approve the savings as set out in Appendix 1.
- 1.2 approve a £1.2m use of the reserves as identified in Table 1.
- 1.3 approve the revised budget as set out in Table 1.

11 **Partial Review of the Cherwell Local Plan 2011-2031 - Oxford's Unmet Housing Need: Inspector's Report and Plan Adoption** (Pages 63 - 80)

\*\*\*Please note that the appendices to this report have been published as a supplement to the main agenda pack\*\*\*

Should there be any changes to recommendations following the meeting of Executive taking place immediately prior to full Council, a verbal update will be given during the introduction of this item.

Report of Assistant Director - Planning and Development

### **Purpose of report**

To consider the Inspector's Report on the Examination of the Partial Review of the Cherwell Local Plan 2011-2031 - Oxford's Unmet Housing Need (the Partial Review Plan), to consider whether to approve Main Modifications to the Plan as recommended by the Inspector together with minor modifications, and to consider whether to adopt the Plan, as modified.

### **Recommendations**

The meeting is recommended:

1. To note the conclusions of the Inspector's Report and endorse the Inspector's recommended Main Modifications (Appendix 1).
2. To endorse the incorporation of the minor modifications set out in Appendix 2.
3. To note the necessary changes to the Housing Trajectory (Appendix 3) and Infrastructure Schedule (Appendix 4) arising from the Inspector's recommendations and Main Modifications.
4. To note the Equalities Impact Assessment at Appendix 5.
5. To note the final Policies Maps at Appendix 6.
6. To adopt the Partial Review of the Cherwell Local Plan as presented at Appendix 7 as part of the statutory development plan.
7. To delegate to the Assistant Director – Planning and Development the publication of an updated Adopted Policies Map to illustrate graphically the application of policies contained in the adopted development plan.
8. To delegate to the Assistant Director – Planning and Development, the correction of minor spelling, grammatical or typographical errors and any minor improvements from a presentational perspective prior to the publication of the Local Plan.
9. To authorise the Assistant Director – Planning and Development to publish the Sustainability Appraisal Adoption Statement (Appendix 8) and Local Plan Adoption Statement (Appendix 9).

## **Information about this Agenda**

### **Apologies for Absence**

Apologies for absence should be notified to [democracy@cherwellandsouthnorthants.gov.uk](mailto: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.

### **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](mailto:democracy@cherwellandsouthnorthants.gov.uk), 01295 221589

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## Cherwell District Council

### Council

Minutes of a meeting of the Council held as a Virtual meeting, on 20 July 2020  
at 6.30 pm

Present: Councillor David Hughes (Chairman)  
Councillor Hannah Banfield (Vice-Chairman)

Councillor Andrew Beere  
Councillor Nathan Bignell  
Councillor Maurice Billington  
Councillor John Broad  
Councillor Hugo Brown  
Councillor Phil Chapman  
Councillor Mark Cherry  
Councillor Colin Clarke  
Councillor Conrad Copeland  
Councillor Ian Corkin  
Councillor Nick Cotter  
Councillor Surinder Dhesi  
Councillor John Donaldson  
Councillor Sean Gaul  
Councillor Carmen Griffiths  
Councillor Timothy Hallchurch MBE  
Councillor Simon Holland  
Councillor Shaida Hussain  
Councillor Tony Ilott  
Councillor Mike Kerford-Byrnes  
Councillor James Macnamara  
Councillor Kieron Mallon  
Councillor Nicholas Mawer  
Councillor Andrew McHugh  
Councillor Ian Middleton  
Councillor Perran Moon  
Councillor Richard Mould  
Councillor Cassi Perry  
Councillor Lynn Pratt  
Councillor George Reynolds  
Councillor Barry Richards  
Councillor Dan Sames  
Councillor Les Sibley  
Councillor Jason Slaymaker  
Councillor Katherine Tyson  
Councillor Tom Wallis  
Councillor Douglas Webb  
Councillor Fraser Webster  
Councillor Bryn Williams  
Councillor Lucinda Wing  
Councillor Barry Wood  
Councillor Sean Woodcock

Apologies for absence: Councillor Mike Bishop  
Councillor Chris Heath  
Councillor Tony Mepham

Officers: Yvonne Rees, Chief Executive  
Steve Jordan, Corporate Director Commercial Development,  
Assets & Investment & (Interim) Monitoring Officer  
Lorna Baxter, Director of Finance & Section 151 Officer  
Sukdave Ghuman, Head of Legal Services  
Natasha Clark, Governance and Elections Manager

## 12 **Welcome**

The Chairman welcomed councillors, officers and members of the public and press to the virtual meeting of Full Council.

The Chairman introduced the Vice-Chairman, Councillor Hannah Banfield, and explained that if he had any technical issues and had to drop out of the meeting, Councillor Banfield would take the Chair until he was reconnected.

## 13 **Declarations of Interest**

14. Capital Programme Virement - Graven Hill.  
Councillor Dan Sames, Non Statutory Interest, as a CDC appointed non-Executive Director on Graven Hill Management Company and Graven Hill Development Company.

14. Capital Programme Virement - Graven Hill.  
Councillor Ian Corkin, Non Statutory Interest, as a CDC appointed non-Executive Director on Graven Hill Management Company and Graven Hill Development Company.

(The meeting adjourned between 6.45pm and 7.20pm to enable technical issues with the broadcast to be resolved)

## 14 **Communications**

### **Housekeeping**

The Chairman reminded Members of the protocol and etiquette for virtual meetings.

### **Chairman's PA - Liz Matthews and Clare Addison**

The Chairman explained that normally at the Annual Meeting in May the outgoing Chairman pays tribute to their PA. As an Annual Meeting had not been held in May and he was continuing as Chairman, he would take this opportunity to thank Liz Matthews and Clare Addison for their support as his PAs during the past 15 months.



The Chairman introduced Clare and Liz to the meeting and explained that he had sent them each a bunch of flowers as a token of his gratitude.

### **Chairman's Engagements**

The Chairman reported that a copy of the events attended by himself or the Vice-Chairman had been included in the agenda pack and explained that due to Covid-19 restrictions and in line with Government guidelines, all other events he had been due to attend were cancelled or postponed, including his own Charity Dinner.

The Chairman advised that he hoped to rearrange his Charity Dinner in the future, when restrictions allowed, in order to raise vital funds for my chosen charities: Katharine House Hospice, ROSY (Respite Care for Oxfordshire's Sick Youngsters) and ARCh (Assisted Reading for Children).

### **All Member Briefing, Tuesday 21 July**

The Chairman reminded Councillors that an All Member Briefing on the Budget Strategy would be taking place via MS Teams at 6.30pm on Tuesday 21 July. All Members were encouraged to attend what would be a very important seminar.

## **15 Petitions and Requests to Address the Meeting**

The Chairman advised the meeting that there were no petitions but there was one request to address the meeting, on agenda item 9 in relation to the Peat-free compost motion. The public speaker would be able to speak for up to 5 minutes and would be called to address the meeting prior to the motion being debated by Council.

## **16 Urgent Business**

There were no items of urgent business.

## **17 Minutes of Council**

The minutes of the meeting held on 20 May 2020 were agreed as a correct record, to be signed by the Chairman in due course.

## **18 Minutes**

### **a) Minutes of the Executive, Lead Member Decisions and Executive Decisions made under Special Urgency**

#### **Resolved**

That the minutes of the meeting of the Executive and Lead Member decisions as set out in the Minute Book be received and that it be noted that since the last meeting of Council at which this was reported on 24 February 2020, one

decision had been taken by the Executive which were not included in the 28 day notice, relating to Discretionary Business Grant Fund Policy.

**b) Minutes of Committees**

**Resolved**

That the minutes of Committees as set out in the Minute Book be received.

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**Questions**

**a) Written Questions**

The Chairman advised Council that three written questions addressed to the Leader of the Council, Councillor Wood, had been submitted with advance notice in accordance with the Constitution and had been published with the agenda. Responses to each question had been published as a supplement to the agenda (and are an annex to the Minutes as set out in the Minute Book).

The first question was from Councillor Copeland in relation to Castle Quay. By way of a supplementary question, Councillor Copeland asked the Leader if councillors could see the updated risk assessment. The Leader advised that this had been shared with the Castle Quay Management Group.

The second question was from Councillor Middleton in relation to the Climate Emergency Motion. By way of a supplementary question, Councillor Middleton asked the Leader if there was any progress on establishing a Member Working Group, which had been mentioned when the motion was first passed in July 2019. The Leader advised that he would provide a written response to Councillor Middleton.

The third question was from Councillor Moon in relation to Coronavirus. By way of a supplementary question, Councillor Moon referred to the Local Outbreak Plan and the asked the Leader when and through what media the Local Outbreak Plan would be communicated. The Leader advised that he would provide a written response to Councillor Moon.

**b) Questions to the Leader of the Council**

Questions were asked and answers received on the following issues:

Councillor Wing: CDC markets terms and conditions and signing up to be fur free markets

Councillor Corkin: Cherwell as a prime location for inward investment

Councillor Reynolds: Council owned leisure facilities (as part of his question, Councillor Reynolds thanked all Cherwell District Council staff and legacy leisure staff for their hard work enabling the sports facilities to reopen)

Councillor Middleton: Change to planning policy consultation procedures for the Community Involvement Paper

Councillor Middleton: Local Plan Member Working Group

**c) Questions to Committee Chairmen on the Minutes**

There were no questions to Committee Chairman on the minutes of meetings.

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## Motions

The Chairman advised that five motions had been submitted and would be debated in the order submitted. Amendments to four of the motions had been received and published as a supplement to the agenda.

### a) Peat Free Compost

The Chairman advised Council that Councillor Banfield had withdrawn the motion she had submitted on peat free compost to the 24 February 2020 Council meeting, which had been adjourned to allow for consideration of the budgetary implications of the motion, and submitted a revised motion.

The Chairman invited Linda Newbery, a local resident, who had registered to speak on the motion, to address Council.

It was proposed by Councillor Banfield and seconded by Councillor Sames that the following motion be adopted:

“Peatlands located within the UK and The Republic Of Ireland, play a vital role in absorbing and storing large amounts of carbon dioxide and thus help to mitigate climate change. This council agrees that any supplier of our bedding plants at this time and in the future will from this juncture use no more than 50% peat compost within the cultivation of our plants and that the suppliers of our bedding plants now and in the future must make the commitment to be peat-free as soon as practicable and most definitely by 2030. In making this commitment we will conserve this diminishing natural resource and help to safeguard our peatlands.

This Council agrees that officers will investigate sustainable alternatives in relation to the design and planting of our bedding schemes which will include perennial plants that are cost-effective, insect-friendly, and attractive to pollinators.”

Councillor Middleton proposed the following amendments to the motion which were duly seconded by Councillor Cotter:

“Peatlands located within the UK and The Republic Of Ireland, play a vital role in absorbing and storing large amounts of carbon dioxide and thus help to mitigate climate change.

This council agrees that ~~the current any~~-supplier of our bedding plants ~~at this time and in the future~~ will from this juncture use no more than 50% peat compost within the cultivation of our plants and that ~~the suppliers of our bedding plants now and in the future must make the commitment to be peat-free as soon as practicable and most definitely by 2030 by the end of their contract in 2022 they should commit to supply us with peat free plants without significant cost increases. If they are unable or unwilling to do so, officers should investigate alternative procurement options to achieve that~~

goal. The use of peat based products will be banned from all future landscaping and supply contracts.

In making this commitment we will conserve this diminishing natural resource and help to safeguard our peatlands.

This Council agrees that officers will investigate and adopt sustainable peat free alternatives in relation to the design and planting of our bedding schemes which will include perennial plants that are drought resistant, cost-effective, insect-friendly, and attractive to pollinators.

Alternative landscaping practices such as rewilding should also be applied where possible."

The amendment was debated and on being put to the vote was lost and therefore fell.

Council debated the motion as submitted, which on being put to the vote was carried and therefore approved.

## **b) Brighter Futures**

It was proposed by Councillor Woodcock and seconded by Councillor Dhesi that the following motion be adopted:

"This council notes with alarm that in the last three years this district recorded the biggest increase in child poverty in the whole of Oxfordshire.

This council agrees that 1 in 8 children living below the poverty line in Cherwell is completely unacceptable.

Further, with the economic impact of the COVID-19 pandemic anticipated to be extremely negative, this council understands that unless urgent remedial action is taken the Cherwell child poverty crisis is only likely to get worse.

Thus, this council commits to the following in order to help tackle our child poverty crisis:-

- Restarting the 'Brighter Futures' programme at the earliest possible opportunity with the appointment of a dedicated Lead Member and regular reporting to this council's committees and Executive.
- Carrying out an urgent study across the district on the causes and impact of child poverty locally. This study will be completed within 6 months.
- Drawing up an action plan to tackle child poverty, working with other authorities and agencies to understand best practices and how to implement them, within 6 months of the completion of this study."

Councillor McHugh proposed the following amendments to the motion which were duly seconded by Councillor Wood:

"This council notes with alarm concern that in the last three years this district recorded the biggest increase in child poverty in the whole of Oxfordshire.

This council agrees that 1 in 8 children living below the poverty line in Cherwell is completely unacceptable. ~~Reducing child poverty is and has been a long term objective for this council. The council notes the great work of 'Brighter Futures in Banbury' in addressing child poverty since it was set up in over 10 years ago. Further, with t~~ The economic impact of the COVID-19 pandemic anticipated to be extremely negative, ~~this council understands that unless urgent remedial action is taken the Cherwell child poverty crisis is only likely to get worse. and likely to exacerbate the situation.~~

~~Thus, t~~ This council commits to the following in order to ~~continue to help~~ tackle our child poverty ~~crisis:—within the district~~

~~-  
Restarting Continuing the 'Brighter Futures' programme which has continued to run throughout the pandemic. at the earliest possible opportunity with the appointment of a dedicated Lead Member and regular reporting to this council's committees and Executive.~~

~~Carrying out an urgent study across the district on the causes and impact of child poverty locally. This study will be completed within 6 months. Receive annual reports to this council's committees from the chairman of Brighter Futures, beginning Autumn 2020.~~

~~Drawing up an action plan to tackle child poverty, working with other authorities and agencies to understand best practices and how to implement them, within 6 months of the completion of this study."—Build on the work from the Brighter Futures workstream 'Addressing Childhood Poverty'.~~

- ~~• Use the Cherwell Industrial Strategy to attract high skilled, well paid jobs to the district as part of a green revolution.~~
- ~~• Work with stakeholders to take actions that improve educational attainment, reduce exploitation and provide positive activities for young people~~
- ~~• Support families to reduce inactivity and health inequalities~~

The amendment was debated and on being put to the vote was carried and therefore became the substantive motion for debate.

Council debated the substantive motion (the motion as amended), which on being put to the vote was carried and therefore approved.

### **c) Black Lives Matter**

It was proposed by Councillor Wood and seconded by Councillor Hussain that the following motion be adopted:

"This Council notes recent national awareness around the Black Lives Matter Movement.

This Council believes that of course all lives matter but knows that the evidence points to BAME communities being particularly vulnerable to deprivation, poorer life chances and racism. This is reflected in, among other indicators, disproportionate deaths from Covid 19.

The Council has a good record with things like help for the Sunshine Centre, the Bretch Hill Centre, the FAST programme and Banbury Brighter Futures, but a good Council always refreshes and updates its work.

To that end the Council resolves to request Officers to consider an engagement exercise with BAME communities and individuals to effectively listen to their experience of life in our District and to bring back recommendations to Scrutiny and the Executive for consideration by Members.”

No amendments to the motion having been proposed, the motion was debated as submitted and on being put to the vote was carried.

#### **d) Government Covid-19 Recovery Plan**

It was proposed by Councillor Middleton and seconded by Councillor Broad that the following motion be adopted:

“Boris Johnson recently announced his plan for recovery from the COVID-19 crisis is to Build! Build! Build!

This blunt aspiration carries the potential to override local democracy on planning, damage the environment, destroy wildlife habitats and harm both our rural and urban communities with more roads and cars, and yet more unnecessary development on green field sites. Our eco-systems and our health are going to be sacrificed on the altar of growth in the pursuit of inward investment at all costs.

This is surely not in the best interests of the people we represent. We have an opportunity now to learn the lessons of the past. A socially just and green recovery will create a better future for our planet and everyone on it. Let’s build back better!

This council calls on government to :

- Work towards ensuring everyone has access to wholesome food, free healthcare, income and job security, affordable zero carbon housing, renewable energy, superfast broadband, public transport, clean air and green spaces.
- Acknowledge the value of our carers and educators by protecting and investing in our NHS, social care, schools, colleges and early years care
- Protect genuine local democracy on planning matters.
- Restructure public and private finance to give power to local communities and guarantee sufficient funding to councils to provide high quality local services for everyone.
- Decarbonise the economy and create thousands of new, well-paid, secure jobs in green industries.
- Ensure that the longer-term recovery will guarantee human rights and prevent environmental damage, injustice and conflict.”

Councillor Sames proposed the following amendments to the motion which were duly seconded by Councillor Wood:

“Boris Johnson recently announced his plan for recovery from the COVID-19 crisis is to “Build!, Bbuild!, Bbuild!, **build back greener, build back better, and build back faster.**”

This ~~blunt~~ aspiration ~~carries the potential to override local democracy on planning, damage the environment, destroy wildlife habitats and harm both our rural and urban communities with more roads and cars, and yet more unnecessary development on green field sites. Our eco-systems and our health are going to be sacrificed on the altar of growth in the pursuit of inward investment at all costs. This is surely not in the best interests of the people we represent. We have an opportunity now to learn the lessons of the past.~~ **is to tackle this country’s great unresolved challenges of the last three decades: to build the homes, to fix the NHS, to solve social care, to tackle the skills crisis, to mend the indefensible gap in opportunity and productivity and connectivity between the regions of the UK, to unite and level up.** A socially just and green recovery will create a better future for our planet and everyone on it. Let’s build back better **and build back bolder!**

This council ~~calls on~~ **expects** government to:

- Work towards ensuring everyone has access to wholesome food, free healthcare, income and job security, affordable zero carbon housing, renewable energy, superfast broadband, public transport, clean air and green spaces.
- **Promote building homes on brownfield sites.**
- **Build residential provision above stations and retail spaces.**
- **Create new woodlands and invest in conservation.**
- Acknowledge the value of our carers and educators by protecting and investing in our NHS, social care, schools, colleges and early years care
- Protect genuine local democracy on planning matters.
- Restructure public and private finance to give power to local communities and ~~guarantee provide sufficient~~ funding to councils to provide high quality local services for everyone.
- Decarbonise the economy and create thousands of new, well-paid, secure jobs in green industries.
- Ensure that the longer-term recovery will promote human rights, ~~prevent environmental damage,~~ **protect the environment and tackle** injustice. ~~and conflict.”~~

The amendment was debated and on being put to the vote was carried and therefore became the substantive motion for debate.

Council debated the substantive motion (the motion as amended), which on being put to the vote was carried and therefore approved.

#### **e) Motion to Guarantee Democratic Accountability in 2021**

The Chairman advised that Councillor Copeland had submitted an amended version to the motion he had originally submitted, which was supported by his seconder.

It was proposed by Councillor Copeland and seconded by Councillor Tyson that the following motion be adopted:

“Government has undertaken to present a White Paper on Devolution this year. Regardless of any proposed changes or reorganisation of local authorities, democratic accountability remains fundamental to local representation and government. Electoral input is important in the consultation process on any proposals contained in the White Paper.

In order to preserve the democratic integrity of the council, elections should be held to fill vacant and expiring seats. It is democratically deficient to go years without filling empty seats. Cherwell must endeavour to make sure that our residents are democratically empowered by holding elections.

Coronavirus Act 2020, section 61 gives the Secretary of State power to delay elections taking place before 5 May 2021; subsection (5) states that the date for postponed elections cannot fall after 6 May 2021.

The schedule for local elections conforms to these rules within the legislation. Further, current District Council elections are scheduled for 6 May 2021, outside of the window for further delay.

Therefore, Cherwell District Council opposes any further delay to local elections.

Council asks the Leader of the Council to write to the Secretary of State to request that local elections at all levels of local government proceed as planned in May 2021 or as soon thereafter as it is safe to do so.

Council guarantees that seats scheduled for election will take place on 6 May 2021, or as soon thereafter as it is safe to do so, through byelection or other means, notwithstanding any delay of formal elections.”

No amendments to the motion having been proposed, the motion was debated as submitted and on being put to the vote was lost and therefore fell.

### **Resolved**

(1) That the following motion be adopted:

“Peatlands located within the UK and The Republic Of Ireland, play a vital role in absorbing and storing large amounts of carbon dioxide and thus help to mitigate climate change. This council agrees that any supplier of our bedding plants at this time and in the future will from this juncture use no more than 50% peat compost within the cultivation of our plants and that the suppliers of our bedding plants now and in the future must make the commitment to be peat-free as soon as practicable and most definitely by 2030. In making this commitment we



will conserve this diminishing natural resource and help to safeguard our peatlands.

This Council agrees that officers will investigate sustainable alternatives in relation to the design and planting of our bedding schemes which will include perennial plants that are cost-effective, insect-friendly, and attractive to pollinators.”

*(for information: On being put to the vote the proposed amendment to the motion was lost and subsequently fell)*

(2) That the following motion, as amended, be adopted:

"This council notes with concern that in the last three years this district recorded the biggest increase in child poverty in the whole of Oxfordshire.

This council agrees that 1 in 8 children living below the poverty line in Cherwell is completely unacceptable. Reducing child poverty is and has been a long term objective for this council. The council notes the great work of 'Brighter Futures in Banbury' in addressing child poverty since it was set up in over 10 years ago. The economic impact of the COVID-19 pandemic anticipated to be extremely negative, and likely to exacerbate the situation.

This council commits to the following in order to continue to tackle child poverty-within the district:

- Continuing the 'Brighter Futures' programme which has continued to run throughout the pandemic.
- Receive annual reports to this council's committees from the Chairman of Brighter Futures, beginning Autumn 2020.
- Build on the work from the Brighter Futures workstream 'Addressing Childhood Poverty'.
- Use the Cherwell Industrial Strategy to attract high skilled, well paid jobs to the district as part of a green revolution.
- Work with stakeholders to take actions that improve educational attainment, reduce exploitation and provide positive activities for young people
- Support families to reduce inactivity and health inequalities”

(3) That the following motion be adopted:

“This Council notes recent national awareness around the Black Lives Matter Movement.

This Council believes that of course all lives matter but knows that the evidence points to BAME communities being particularly vulnerable to deprivation, poorer life chances and racism. This is reflected in, among other indicators, disproportionate deaths from Covid 19.

The Council has a good record with things like help for the Sunshine Centre, the Bretch Hill Centre, the FAST programme and Banbury

Brighter Futures, but a good Council always refreshes and updates its work.

To that end the Council resolves to request Officers to consider an engagement exercise with BAME communities and individuals to effectively listen to their experience of life in our District and to bring back recommendations to Scrutiny and the Executive for consideration by Members.”

(4) That the following motion, as amended, be adopted:

“Boris Johnson recently announced his plan for recovery from the COVID-19 crisis is to “Build, build, build, build back greener, build back better, and build back faster.”

This aspiration is to tackle this country’s great unresolved challenges of the last three decades: to build the homes, to fix the NHS, to solve social care, to tackle the skills crisis, to mend the indefensible gap in opportunity and productivity and connectivity between the regions of the UK, to unite and level up. A socially just and green recovery will create a better future for our planet and everyone on it. Let’s build back better and build back bolder!

This council expects government to:

- Work towards ensuring everyone has access to wholesome food, free healthcare, income and job security, affordable zero carbon housing, renewable energy, superfast broadband, public transport, clean air and green spaces.
- Promote building homes on brownfield sites.
- Build residential provision above stations and retail spaces.
- Create new woodlands and invest in conservation.
- Acknowledge the value of our carers and educators by protecting and investing in our NHS, social care, schools, colleges and early years care
- Protect genuine local democracy on planning matters.
- Restructure public and private finance to give power to local communities and provide funding to councils to provide high quality local services for everyone.
- Decarbonise the economy and create thousands of new, well-paid, secure jobs in green industries.
- Ensure that the longer-term recovery will promote human rights, protect the environment and tackle injustice.”

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### **Amendments to Proportionality Calculations and Committee Membership and Outside Body Representative**

The Chief Executive submitted a report for Council to note the amendments to the constitution of political groups and amendments to the proportionality calculations and committee membership arising from a change to political Group membership. The report also sought appointment to a new Cherwell

District Council representative to the Oxfordshire Joint Health Overview and Scrutiny Committee.

### **Resolved**

- (1) That the amended constitution of Political Groups: 31 Conservative (65%); 9 Labour (19%); 5 Progressive Oxfordshire (10%); 2 Independent (4%) and 1 vacant seat (2%) be noted.
- (2) That the amended allocation of seats on committees that are subject to the political balance requirements be noted.
- (3) That the amended allocation of seats on committees that are not subject to political balance requirements be noted.
- (4) That the following amendments to committee membership, as advised by the respective Leaders of the Independent Group, Progressive Oxfordshire Group and Conservative Group be noted:

#### **Appeals Panel**

Remove: Councillor John Broad (was previously appointed as an Independent Group Member)

Add: Councillor John Broad (appointed as Progressive Oxfordshire Group member)

#### **Licensing Committee**

Add: Councillor Tim Hallchurch (Conservative Member)

(NB. No member is removed as there was previously an Independent Group vacant seat on the Committee)

#### **Planning Committee**

Remove: Cllr John Broad (was previously named substitute for the Independent Group)

Remove: Councillor Conrad Copeland (as Full Member for the Progressive Oxfordshire Group)

Remove: Cllr Nick Cotter (as named substitute for the Progressive Oxfordshire Group)

Add: Cllr Fraser Webster as named substitute for the Independent Group

Add: Cllr John Broad as Full Member for the Progressive Oxfordshire Group

Add: Cllr Conrad Copeland as names substitute for the Progressive Oxfordshire Group

#### **Standards Committee**

Remove: Councillor Tim Hallchurch (Conservative Group Member)

Add: Councillor Ian Middleton (Progressive Oxfordshire Group member)

- (5) That Councillor Kieron Mallon be appointed as the council's representative to the Oxfordshire Joint Health Overview and Scrutiny Committee.

22 **Move-on Plans for Homeless People Accommodated During the Pandemic**

The Assistant Director, Housing and Social Care Commissioning submitted a report to outline the council's plans for helping people accommodated in hotels during the pandemic to move on to settled or interim accommodation and to seek agreement that budget provision be made to cover these costs.

**Resolved**

- (1) That budget provision of £150,000 in 2020/21 be agreed to cover the cost of supporting homeless people to move-on from emergency accommodation post-pandemic, should alternative funding be unavailable.

23 **Overview and Scrutiny Committee Annual Report 2019/2020**

The Monitoring Officer (Interim) submitted a report which presented the Overview and Scrutiny Annual Report for 2019/2020.

**Resolved**

- (1) That the Overview and Scrutiny Committee Annual Report 2019/2020 be noted.

24 **Amendments to the Officer Scheme of Delegation**

The Monitoring Officer (interim) submitted a report to request specific amendments to the Officer Scheme of Delegation and clarify the extent to which the Monitoring Officer can make changes to the Officer Scheme from time to time pending update to Council.

**Resolved**

- (1) That the revised scheme of officer delegations as set out in the annex to the Minutes (as set out in the Minute Book) be amended with immediate effect.
- (2) That authority be delegated to the Monitoring Officer, in consultation with the Chief Executive, to determine any amendments to the Officer Scheme of Delegations that are necessary to address (i) post titles changing (ii) current service responsibilities being revised (iii) new service responsibilities being introduced and/or (iv) new or existing powers being identified for or demanding allocation by the Monitoring Officer, pending update to Council at the first practicable opportunity.

25 **Capital Programme Virement - Graven Hill**

The Director of Finance submitted a report to approve the virement of capital programme funding to support a Graven Hill development pilot part exchange scheme, recently approved by the Shareholder Committee.

**Resolved**

- (1) That the virement of £2m from the existing ceased Bespoke Mortgage Scheme capital programme to finance a loan arrangement with Graven Hill Village Development Limited to support the offering of pilot part exchange scheme be approved.

The meeting ended at 11.55 pm

Chairman:

Date:

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## Cherwell District Council

### Council

7 September 2020

<p><b>Delegation of enforcement powers from Oxfordshire County Council to Cherwell District Council under Covid – 19 legislation</b></p>
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### Report of Director of Public Health and Wellbeing

This report is public

#### Purpose of report

To accept the delegation of powers granted to Oxfordshire County Council under The Health Protection (Coronavirus, Restriction) (England) (No.3) Regulations 2020 that give local authorities powers relating to the control and prevention of coronavirus.

#### 1.0 Recommendations

The Council is recommended to:

- 1.1 **Accept** the delegation of powers to enable Cherwell District Council to carry out enforcement actions detailed by The Health Protection (Coronavirus, Restriction) (England) (No.3) Regulations 2020.
- 1.2 **Authorise** the Assistant Director Regulatory Services, acting in consultation with the Director Law and Governance and the Corporate Director Finance, to enter into all necessary and appropriate contracts and agreements to implement the delivery of the enforcement work on behalf of Oxfordshire County Council (OCC).
- 1.3 **Delegate** authority to the Assistant Director Regulatory Services to perform the enforcement duties of OCC set out in any such agreements referred to above.

#### 2.0 Introduction

- 2.1 Prior to July 2020, local authorities had a specific and distinct range of legal powers under public health, environmental health or health and safety laws which allowed them to temporarily close individual settings for a specific reason and period. These powers apply under a patchwork of triggers or, in some cases, require an application to a magistrate. These powers were not sufficient to enable local authorities to fully implement the measures potentially needed to prevent, protect against, delay or otherwise control the incidence or spread of coronavirus in their area.
- 2.2 In July 2020 the government introduced new powers for local authorities to support local outbreak management. The Health Protection (Coronavirus, Restriction)

(England) (No.3) Regulations 2020 (the **Regulations**) give local authorities powers relating to the control and prevention of coronavirus. The regulations will expire on 17<sup>th</sup> January 2021.

- 2.3 OCC's delegation was made under section 101 of the *Local Government Act 1972* and section 9EA *Local Government Act 2000* together with Regulation 5 of the *Local Authorities (Arrangements for the Discharge of Functions) Regulations 2012*.
- 2.4 The recommendations in this report are intended to allow Cherwell District Council to accept and take advantage of the delegation of powers to promote public health and reduce the spread of infection from the coronavirus; Covid -19.
- 2.5 Acceptance of powers delegated by OCC will not transfer OCC's enforcement obligations under the Regulations but, in so far as Cherwell District Council utilises those powers, it will be acting on behalf of OCC and the latter will include that activity in the reports it is required to make to Government.

### **3.0 Report Details**

- 3.1 The powers under the Regulations can be exercised if there is a serious and imminent threat to public health. Any direction issued must be necessary and proportionate to prevent, protect against, control or provide a public health response to the incidence or spread of coronavirus in a local authority's area. The Regulations define the designation of powers to the local authority in the Oxfordshire context as OCC.
- 3.2 Before using the powers, local authorities must:
  - gather sufficient evidence to demonstrate that these tests have been met,
  - consult with the Director of Public Health and the police (if the direction prohibits, requires or restricts access to a premise, event or public outdoor place),
  - have due regard to the Public Sector Equality Duty (s.149 of the Equality Act 2010) and consider carrying out an equalities impact assessment to determine whether the measure may disproportionately affect people with protected characteristics,
  - have regard to the need to ensure the public has access to essential public services,
  - be clear about why they are taking directive action and communicate this clearly to the Secretary of State, the persons to whom the direction applies and, where appropriate, those impacted by the direction.

The local authority must have regard to advice given by its Director of Public Health before determining whether to give a direction as set under the Regulations.

### **3.3 Powers under the Regulations**

The Regulations provide the following powers to the local authority

- Closure of, or limiting access to, individual premises. Under this Regulation a local authority may impose prohibitions, requirements or restrictions in relation to entry and exit from or location of people within, specified premises
  - The LA cannot give this direction to any business or premises that forms part of essential infrastructure (as defined in the Regulations), vehicles used for public transport or the carriage or haulage of goods.



- Impose prohibitions, requirements or restrictions in relation to the holding of a specified event or events of a specified description.
  - The direction can be given to; the owner or occupier of the premises for an event; the organiser of such an event; any person involved in holding such an event.
  - A direction may impose requirements about informing persons who may be planning to attend an event of any prohibitions, requirements or restrictions imposed in relation to the holding of it.
- Closure of public outdoor places or prohibit or restrict access to public outdoor places at specified times.
  - Where the public outdoor place forms part of Crown land, the local authority cannot give a direction in relation to that place without the agreement of the appropriate authority.

3.4 The local authority must also review the need for any direction at least once every 7 days, to assess whether the conditions for issuing a direction (relating to a threat to public health and a direction being a necessary and proportionate means of preventing, protecting against, controlling or providing a public health response to the incidence or spread of coronavirus in the local authority's area), are still met.

If these conditions are not met, the direction must be revoked.

3.5 If the threat still remains but the measures in the direction are found to be no longer necessary or proportionate, the local authority must either revoke without replacement, or revoke and replace the direction with one containing measures that are necessary and proportionate.

### 3.6 Notification

3.6.1 If a local authority decides to give a direction under these powers to a person specified in the direction by name, the direction must be given in writing to that person. Where a local authority decides to revoke such a direction, a notice of revocation must similarly be given to that person in writing. All other directions must be published on the website of the local authority. It does not need to be in any particular prescribed format. The local authority may also publish any direction in such other manner as the local authority considers appropriate to bring it to the attention of any person who may be affected by it.

3.6.2 Local authorities giving directions ('initiating authorities') are required to notify any local authority whose area is adjacent to the initiating authority's area when they give or revoke a direction under the Regulations.

### 3.7 Enforcement

3.7.1 The instrument includes provision that a person who contravenes certain provisions of these Regulations, or directions made under these Regulations, commits an offence, punishable by a fine. It also includes provision that a local authority designated officer or a constable (including a police community support officer) may take such action as is necessary to enforce a direction made under the Regulations.

3.7.2 A local authority designated officer will be able to issue a prohibition notice requiring a person not to continue to contravene a direction under the regulation.

3.7.3 In relation to contraventions of a direction relating to an event, or relating to public outdoor places, a constable (including a police community support officer) may direct a person to leave the event or place, or may remove a person from the event or place, and in relation to an event, may direct the event to stop.

Businesses or individuals that are in breach of such a direction can be subject to prohibition notices and fines.

### 3.8 Delegation of powers

3.8.1 It is intended that OCC will delegate all powers and performance of all duties under and in accordance with the Regulations to the City and District Councils in the County (a draft of the delegations of powers agreement is shown as Appendix A). This will be done under a section 101 agreement.

- Environmental Health Officers will be delegated powers under the regulations acting as agents of OCC.

3.8.2 OCC will still retain the power to issue directions and enforce under the Regulations.

- The Director of Public Health and Consultants in Public Health will be delegated to raise directions under the Regulations.
- Trading standard officers will be delegated to enforce any directions issued by OCC.

## **4.0 Conclusion and Reasons for Recommendations**

4.1 Accepting the delegation from OCC of the enforcement powers proposed in this report will allow the two councils to develop shared working arrangements that will improve enforcement of the legislation relating to the prevention, protection and control of incidences of coronavirus.

4.2 The Council will not be obliged to take on any particular enforcement responsibilities as a result of accepting the delegations but will be able to make use of those provisions it deems pertinent in light of its other responsibilities and resources as circumstances and opportunities arise.

## **5.0 Consultation**

None

## **6.0 Alternative Options and Reasons for Rejection**

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

Option 1: Adopt none of the powers; – that would prevent the Council from contributing to sharing enforcement with OCC to prevent, protect against, control or provide a public health response to the incidence or spread of coronavirus in a local authority's area.

## 7.0 Implications

### 7.1 Financial and Resource Implications

- 7.1.1 The Council has experience of enforcing legislation in both the domestic and commercial sectors under existing legislation which provides enforcement powers to housing and environmental health officer but is not currently resourced to take on significant additional enforcement. However, the intention behind the proposed delegation of powers is not to transfer enforcing responsibilities and obligations, but to allow the Council the ability to enforce this legislation in order to assist in preventing the spread of Covid 19.

Comments checked by:

Kelly Wheeler, Business Partner 01295 221570 [Kelly.wheeler@cherwell-dc.gov.uk](mailto:Kelly.wheeler@cherwell-dc.gov.uk)

### 7.2 Legal Implications

- 7.2.1 OCC will delegate the enforcement powers subject to an agreed agency agreement being in place. The agreement will include review periods to enable amendments to be made if necessary. As the main body of the report makes clear at paragraph 3.8 above, OCC will retain the powers under the Regulations itself but the Council will be able to act as OCC's agent in carrying out enforcement activity.
- 7.2.2 Section 101 of the Local Government Act 1972 and Section 9EA of the Local Government Act 2000 permits OCC to delegate powers to Cherwell District Council to discharge certain functions, and this will be the authority relied upon in the agreement between the two councils.

Comments checked by:

Chris Mace, Solicitor, 01295 221808, [christopher.mace@Cherwell-DC.gov.uk](mailto:christopher.mace@Cherwell-DC.gov.uk)

### 7.3 Risk Implications

- 7.3.1 Operational risks are low and strategically there is greater risk to the public from not accepting delegated authority to enforce the legislation than being party to efforts to contain the spread of CV-19. Operational risks will be captured in the service risk register and appropriate mitigations established and escalated to the leadership risk register as and when necessary.

Comments checked by:

Louise Tustian, Head of Insight and Corporate Programmes. 01295 221786  
[Louise.tustian@cherwell-dc.gov.uk](mailto:Louise.tustian@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

- Thriving communities and Wellbeing
- Clean, Green and Safe

### Lead Councillor

Councillor Andrew McHugh

### Document Information

Appendix No	Title
One	Section 101 Agreement
Background Papers	
None	
Report Author	Nicola Riley, Assistant Director: Wellbeing
Contact Information	0300 003 0116 <a href="mailto:Nicola.riley@cherwell-dc.gov.uk">Nicola.riley@cherwell-dc.gov.uk</a>

**DATED**

**2020**

**OXFORDSHIRE COUNTY COUNCIL**

**- and -**

**CHERWELL DISTRICT COUNCIL**

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**Agreement  
under Section 101 of the Local Government Act 1972  
and Section 9EA of the Local Government Act 2000**

relating to the delegation of functions to help  
reduce risk of Coronavirus infections

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person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;

(b) requesting (directly or indirectly), agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity;

(c) committing any offence: (i) under the Bribery Act 2010; (ii) under any enactment creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or any other agreement between the parties hereto; or

(d) defrauding, attempting to defraud or conspiring to defraud either of the parties hereto;

**“Staff”** means all persons, whether paid or unpaid, engaged by the District Council to perform the Delegated Functions including the District Council’s employees, agents and sub-contractors;

**“Statutory Requirements”** means requirements of any enactment (being any act or any subordinate legislation as defined in the Interpretation Act 1978) national guidance or practice guides;

**“Sub-Contractor”** means a third party at any stage of remoteness from the District Council in a subcontracting chain appointed for the purpose of performing (or contributing to the performance of) the whole or any part of the Delegated Functions;

**“Transferring Employee”** means an employee whose contract of employment becomes, by virtue of the application of the 2006 Regulations in relation to what is done for the purposes of carrying out this Agreement, a contract of employment with the District Council (or any sub-contractor of the District Council) and who was previously an employee of the County Council (or any sub-contractor of the County Council) in connection with the Delegated Functions;

**“Working Day”** means any Monday to Friday (other than Bank or Public Holidays); and

**“2006 Regulations”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006 or any regulations replacing those regulations, as from time to time amended or replaced.

- 1.2. The expression “including” means including without limitation or prejudice to the generality of any preceding description, defining term, phrase or word(s) and “include” shall be construed accordingly.
- 1.3. Any reference to an enactment includes any amendment to or modification of it and the version of it for the time being in force shall apply.
- 1.4. Headings in this Agreement will be for convenience only and shall not be taken into account in its construction and interpretation.
- 1.5. Reference to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Agreement.
- 1.6. Where the context so requires

- 1.6.1. the singular includes the plural and vice versa;
- 1.6.2. the masculine includes the feminine and vice versa; and
- 1.6.3 persons includes bodies corporate associations and partnerships and vice versa.
- 1.7 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that this is done and words placing a party under restriction include an obligation not to cause permit or allow infringement of this restriction.

## 2. **Background and Purpose of Agreement**

- 2.1. The County Council is the enforcement authority for Oxfordshire in relation to the Delegated Functions.
- 2.2. The County Council and the District Council wish to make arrangements for the discharge of the Delegated Functions as set out in this Agreement.
- 2.3. This Deed is entered into pursuant to Section 101 of the Local Government Act 1972, Section 9EA of the Local Government Act 2000, the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 and all other enabling powers for the purpose of delegating the Delegated Functions.

## 3. **Delegation**

The County Council hereby delegates to the District Council, on a non-exclusive basis the power to discharge the Delegated Functions in accordance with the provisions of this Agreement and the District Council accepts the delegation of the Delegated Functions subject to the provisions of this Agreement.

## 4. **Commencement and Operation**

- 4.1 This Agreement shall operate on and from the date of this Agreement and will expire simultaneously with expiry of The Health Protection (Coronavirus, Restrictions) (England) (No. 3) Regulations 2020 on 17 January 2021, subject to a right to extend by mutual agreement for such period as The Health Protection (Coronavirus, Restrictions) (England) (No. 3) Regulations 2020 may be extended by the Secretary of State for Health and Social Care.
- 4.1A Either party may, at its absolute discretion, terminate this Agreement early provided that at least [3 weeks] prior written notice of such termination has been given.
- 4.1B No compensation by way of damages or otherwise (howsoever arising) shall be payable in respect of early termination under clause 4.1A above.
- 4.2 If at any time it appears to the County Council that the District Council is materially in default of its obligations under this Agreement the County Council may, if such default is capable of remedy, take such action as appears to be reasonably necessary to remedy such default and may recover its reasonable



costs in so doing from the District Council subject always to the default continuing after the County Council has given not less than 21 days' written notice (or in case of urgency such notice if any as is practicable) of the steps it requires to be taken to remedy the default.

- 4.3 Either party hereto may terminate this Agreement by notice in writing, such notice to have effect from the date specified in it, and recover from the other party the amount of any loss resulting from such termination if the non-terminating party or any of its employees, agents or sub-contractors (in all cases whether or not acting with the non-terminating party's knowledge):
- 4.3.1 commit a Prohibited Act, or
  - 4.3.2 give any financial or other advantage to any person working for or engaged by the terminating party.
- 4.4 If the District Council:
- 4.4.1 commits a material Default and the District Council has not remedied the Default to the satisfaction of the County Council within 21 days or such other shorter or longer period which may be specified by the County Council after issue of a written notice specifying the Default and requesting it to be remedied; or
  - 4.4.2 commits a material Default which is not capable of remedy; or
  - 4.4.3 commits a Default on a persistent or repeated basis, whether in respect of the same or different obligations of the District Council under this Agreement and whether or not rectified;
  - 4.4.4 is convicted (or any member of Staff is convicted) of a serious criminal offence related to the business or professional conduct; or
  - 4.4.5 commits (or any member of Staff commits) an act of grave misconduct in the course of its business;
- then in any such circumstances the County Council may, without prejudice to any other rights or remedies of the County Council, terminate this Agreement in whole or in part by notice in writing, such notice to have effect from the date specified in it.
- 4.5 On termination of this Agreement all rights or remedies for any antecedent breach and clauses which expressly or by implication have effect after termination shall continue in full force and effect

## **5 Performance of Delegated Functions**

- 5.1 The District Council covenants with the County Council that:
- 5.1.1 it will perform the Delegated Functions and undertake them with all due skill care and diligence and in accordance with the provisions of this Agreement;
  - 5.1.2 it will in carrying out a Delegated Function comply with the conditions and requirements relating to that Delegated Function as set out in Schedule 1;
  - 5.1.3 it will in carrying out the Delegated Functions comply with all Statutory Requirements;
  - 5.1.4 it will in carrying out the Delegated Functions (including exercising all discretions and decision making powers relating to the Delegated Functions) comply with the County Council's procedures, protocols and guidance

of the County Council as so advised from time to time including the procedures, protocols and guidance referred to in Schedule 1;

- 5.1.5 it will be responsible for dealing with all enquiries and reports from the public in respect of the Delegated Functions and shall make available to the County Council, via a system compatible with corresponding systems of the County Council for monitoring performance and activity, information recording such matters and how and when they have been or will be addressed;
- 5.1.6 Any written communication from the District Council in connection with the discharge of the Delegated Functions shall state that such functions are exercised by the District Council as delegated by the County Council but no such document shall be invalid by reason only that this requirement is not complied with and no person acting in pursuance of any such document shall be concerned to see if such requirements are observed; and
- 5.1.7 it will for the purposes of processing personal data, act at all times as an independent data controller in its own right and will (i) respond to data subject requests under Articles 15-22 GDPR; (ii) share data in accordance with the data sharing protocol in Schedule 2; (iii) notify the Information Commissioner (and data subjects) where necessary about data breaches resulting from the actions of the District Council under this Agreement; and (iv) maintain records of processing under Article 30 GDPR (as all such terms are defined in the GDPR) and accept full liability for any breach of such GDPR related obligations resulting directly from its actions under this Agreement.
- 5.2. The County Council covenants with the District Council that:-
- 5.2.1 it will, for the purposes of processing personal data, act at all times as an independent data controller alongside the District Council and will (i) share data with the District Council in accordance with the data sharing protocol in Schedule 2; (ii) notify the Information Commissioner (and data subjects) where necessary about data breaches resulting from the actions of the County Council under this Agreement; and (iii) maintain records of processing under Article 30 GDPR (as all such terms are defined in the GDPR) and accept full liability for any breach of such GDPR related obligations resulting directly from its actions under this Agreement.
- 5.3. Where any requests for information are brought against any party by a data subject or by a supervisory authority in connection with the Delegated Functions, both parties shall each provide to the other such evidence and other information and assistance as may reasonably be required in connection with that request for information.
- 5.4 The District Council shall not sub-contract the provision of the Delegated Functions to any person without the prior written consent of the County Council and should such consent be given it shall not relieve the District Council from any liability or obligation under this Agreement and the District Council shall be responsible for the acts, omissions, defaults or neglect of any Sub-Contractor and its agents or employees in all respects as if they were the acts, omissions, defaults or neglect of the District Council.

- 5.5 Where the County Council gives consent to the District Council sub-contracting the Delegated Functions (or any part of the Delegated Functions) under Clause 5.4, such consent shall be limited to the matters within the scope of that permission and the District Council shall not proceed unless it has satisfied any matters required by the County Council as a condition of grant of its consent.
- 5.6 Where the District Council enters into a Sub-Contract such Sub-Contract must impose obligations on the proposed Sub-Contractor in the same terms as those imposed on it pursuant to this Agreement to the extent practicable and the District Council shall procure that the Sub-Contractor complies with such terms.
- 5.7 In Clause 5.6 “**Sub-Contract**” means a contract between two or more suppliers, at any stage of remoteness from the District Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

## 6 **Finance/Funding**

- 6.1. In consideration of the performance of the Delegated Functions under this Agreement, the County Council shall pay the Price.
- 6.2. The Price shall be the full and exclusive remuneration of the District Council in respect of the performance of the Delegated Functions. The Price shall be deemed to include every cost and expense of the District Council directly or indirectly incurred in connection with the performance of the Delegated Functions.

## 7 **Employment**

- 7.1 The District Council will following a request from the County Council fully and accurately disclose all information relating to Staff engaged in performing the Delegated Functions including the total number of Staff whose employment with the District Council or a Sub-Contractor is liable to be terminated at the termination of this Agreement (but for operation of law) (the “**Relevant Staff**”), their age and gender, the terms and conditions of their employment (including salary, bonus payments, allowances, pay settlements, redundancy entitlement, relevant collective agreements, pension entitlement and working arrangements), their job titles and the qualifications required for each position.
- 7.2 The District Council shall comply with any such requests as soon as reasonably practicable and in any event, within 21 days of being so requested, and at no cost to the County Council. The District Council agrees with the County Council that the information provided shall be complete, accurate and up to date and that it shall notify the County Council promptly of any changes occurring between the date of submission of the information and the termination of the Agreement.
- 7.3 The District Council shall permit the County Council to use the information for the purposes of the 2006 Regulations and related Enactments and for the purposes of tendering, re-delegating or taking the Delegated Functions back in-house.

- 7.4 The District Council shall enable and assist the County Council and any such persons as the County Council may determine to communicate with and meet Staff and relevant Staff representatives and the District Council shall co-operate with any new provider to ensure a smooth transition.
- 7.5 The District Council shall within the period of 12 months immediately preceding the scheduled termination of the Agreement or, if earlier, following the making of a request pursuant to Clause 7.1 be precluded from:
- 7.5.1 making any material increase or decrease in the numbers of Relevant Staff other than in the ordinary course of business and with the County Council's prior written consent (such consent not to be unreasonably withheld or delayed);
  - 7.5.2 making any increase in the remuneration or other change in the terms and conditions of the Relevant Staff other than in the ordinary course of business and with the County Council's prior written consent (such consent not to be unreasonably withheld or delayed); and
  - 7.5.3 transferring any of the Relevant Staff to another part of its business or moving other employees from elsewhere in its business who have not previously been employed or engaged in performing the Delegated Functions to perform the Delegated Functions save with the County Council's prior written consent (such consent not be unreasonably withheld or delayed).
- 7.6 The District Council shall indemnify the County Council and any service provider engaged by the County Council to perform any of the Delegated Functions or any service equivalent or similar to any of the Delegated Functions and keep them both fully indemnified in respect of any claims, losses, costs, expenses, demands and liabilities:
- 7.6.1 arising from the provision of information or the failure to provide information under this Clause 7; or
  - 7.6.2 which relate to any claim which is or may be brought by any employee or person claiming to be an employee on any date upon which this Agreement is terminated and/or transferred to any third party arising out of their employment with the District Council or a Sub-Contractor or its termination; or
  - 7.6.3 arising from any breach of the requirements of Clause 7.5.

## 8. **Equipment**

For the avoidance of doubt all tools and equipment necessary to carry out the Delegated Functions shall be provided and maintained by the District Council or a Sub Contractor at their expense.

## 9. **Liaison – Programmes and Periodic meetings**

- 9.1 Meetings attended by designated representatives of the County Council and the District Council shall be held weekly or at such other intervals as the parties may agree. Performance may be reviewed at such meetings
- 9.2 A special meeting attended by designated representatives of the County Council and the District Council will be held at about December in each year that this Agreement remains in force. The meeting shall also cover a review of the terms and operation of this Agreement.

10. **Legal Proceedings**

10.1 The District Council will notify the County Council of any claim made against the District Council in respect of the Delegated Functions within 21 days of receipt of such a claim.

10.2 Where any proceedings are brought against the District Council in connection with the Delegated Functions the County Council or the District Council (or both as the case may require) shall each provide to the other such evidence and other information and assistance as may reasonably be required for the purpose of those proceedings.

11. **Indemnity and Insurance**

11.1 With the exception of claims arising under the indemnity contained in Schedule 2 which shall remain uncapped, the District Council will indemnify the County Council, subject to a cap of £10,000,000 per claim, in respect of all actions claims costs demands proceedings and liabilities which may arise from any act omission or neglect on the part of the District Council its agents, contractors, volunteers or employees in connection with the performance of any of the Delegated Functions or from any breach by the District Council of the provisions of this Agreement save to the extent that liability arises out of the negligence or default of the County Council.

11.2 The District Council covenants with the County Council that it will inform its insurers of its agreement to carry out the Delegated Functions under this Agreement and will maintain insurance cover with a reputable company to include public liability insurance in the minimum sum of Ten Million Pounds (£10,000,000) per claim and employers liability insurance in the sum of Ten Million Pounds (£10,000,000) per claim. The District Council will within 14 days of request supply evidence to the County Council that such insurance is being maintained by the District Council.

12. **Freedom of Information**

12.1 The parties recognise that they are subject to legal duties, which may require the disclosure of information under the FOIA or any other applicable legislation or codes governing access to information and that the parties may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this Agreement in any way.

12.2 Where any party receives a request for information held, the parties shall fully co-operate in complying with the obligations under the FOIA and all other relevant legislation in relation to that information.

13. **Notices**

13.1 Any notice or notification to be given under this Agreement to:

13.1.1 the District Council shall be sent to the Deputy Monitoring Officer for Cherwell District Council at Bodicote House, Bodicote, Banbury, Oxfordshire, OX15 4AA or to such other person at such other address as the District Council shall direct from time to time.

13.1.2 the County Council shall be sent to the Deputy Monitoring Officer for Oxfordshire County Council at County Hall, New Road, Oxford OX1 1ND or to such other person at such address as the County Council shall direct from time to time.

13.2 Any notice or notification to be given pursuant to this Agreement shall be in writing and delivered personally or sent by post.

13.3 A notice approval consent or written communication under this Agreement shall be deemed to have been served as follows:

13.3.1 if personally delivered at the time of delivery; or

13.3.2 if posted at the expiration of 48 hours after the envelope,

containing the same was delivered into the custody of the postal authority.

13.4 If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

13.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings

#### 14. **Third Party Rights**

Otherwise than pursuant to Clause 7, this Agreement gives no rights under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act.

#### 15. **No Waiver**

No alterations in the terms of this Agreement nor any forbearance or forgiveness on the part of any party in or in the extent or nature of any matter or thing concerning this Agreement shall in anyway release any party from liability under this Agreement.

#### 16. **No Fetter**

Nothing in this Agreement shall prejudice or affect the rights powers duties and obligations of the County Council or District Council in the exercise of their respective functions in any capacity.

#### 17. **Variations**

Any provision of this Agreement may be varied at any time by written agreement between the parties such variation to be attached to this Agreement.

#### 18. **Partial Invalidity**

In so far as a provision of this Agreement is found for whatever reason to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement and

in so far as is reasonably practicable the parties shall amend that provision in such reasonable manner as records the intention of the parties without illegality.

**IN WITNESS** whereof the parties have executed this Deed the day and year first above written

**THE COMMON SEAL of THE** )  
**OXFORDSHIRE COUNTY COUNCIL** )

*was affixed to this Deed in the presence of:* )

Director of Law and  
Governance/Designated Officer

**THE COMMON SEAL OF CHERWELL DISTRICT**  
**COUNCIL** was affixed to this Deed in the  
presence of:

**Authorised Signatory**

## **SCHEDULE 1**

### **DELEGATED FUNCTIONS**

#### **Operating Arrangements**

##### General:

- 1) The District Council acts as an agent of the County Council in carrying out the Delegated Functions.
- 2) The County Council retains the ability to enforce any provision of The Health Protection (Coronavirus, Restrictions) (England) (No. 3) Regulations 2020 regardless of any delegations that apply.
- 3) The District Council will nominate and authorise appropriately competent officers to enforce any requirement of The Health Protection (Coronavirus, Restrictions) (England) (No. 3) Regulations 2020 delegated to them in accordance with its own schemes of delegations and authorisation processes.

##### Responsibilities of the District Council under this Agreement:

- 1) Nominate a single point of contact by job title for the purpose of communication and liaison with the County Council.
- 2) Provide to the County Council details of relevant enforcement policies that apply for the purposes of enforcement under the Delegated Functions.
- 3) Advise the County Council of its intention to exercise enforcement powers or give directions under The Health Protection (Coronavirus, Restrictions) (England) (No. 3) Regulations 2020 prior to taking that action or giving those directions. In doing so the District Council will advise the County Council of the details of the entity subject to the enforcement action or direction, providing enough detail to accurately identify the entity concerned and any other associated businesses (e.g. legal name, known operating addresses, head office address, property to which the enforcement action relates, etc.).
- 4) Informing the County Council of the exercise of any enforcement powers or the giving of any directions under The Health Protection (Coronavirus, Restrictions) (England) (No. 3) Regulations 2020 as soon as is reasonably practicable.
- 5) Support processes for the coordination of enforcement activity under the Delegated Functions by providing information on businesses of interest to the District Council (e.g. being advised, subject to complaints, being investigated, etc.) to the County Council when reasonably requested.
- 6) Ensure that all appeals against a fixed penalty notice and any other relevant legal proceedings in the court and tribunal system are properly managed by the District Council exercising due care and skill including liaising with the legal representatives of the other parties to the proceedings and where necessary appearing in court on behalf of the County Council.



- 7) Report when reasonably requested and upon being given sufficient notice to the Monitoring Officer of the County Council on the status of any legal proceedings and respond promptly to any reasonable request from the Monitoring Officer for information on any case.

#### Responsibilities of the County Council

- 1) Nominate a single point of contact by job title for the purpose of communication and liaison with the District Council.
- 2) Maintain records of enforcement actions by the District Council under The Health Protection (Coronavirus, Restrictions) (England) (No. 3) Regulations 2020 in Oxfordshire in order to reduce the likelihood of duplication of enforcement action against the same entity.
- 3) Review the operation of this Agreement every 2 weeks with the District Council.
- 4) The County Council may arrange meetings with representatives of all enforcement authorities in order to facilitate coordination of enforcement under The Health Protection (Coronavirus, Restrictions) (England) (No. 3) Regulations 2020 if considered necessary or requested to do so by the District Council.

(a)                   **Schedule 2**  
**Data Sharing Protocol (DSP)**

(b)

1. The following terms shall have the following meanings in this Schedule 2:

2.

- (i)       **Agreed Purposes:** to exercise powers to (i) close or otherwise restrict access to individual premises or public outdoor places; and (ii) prohibit or otherwise restrict events or gatherings of a specified description, or close or otherwise restrict individual premises and public outdoor places pursuant to The Health Protection (Coronavirus, Restrictions) (England) (No. 3) Regulations 2020.
- (ii)      **Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures:** as set out in the UK Data Protection Legislation in force at the time.
- (iii)     **Data Discloser:** a party that discloses Shared Personal Data to the other party.
- (iv)      **Data Recipient:** a party that receives Shared Personal Data from the other party;
- (v)       **UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
- (vi)      **Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).
- (vii)     **Permitted Recipients:** the parties to this DSP, the employees of each party, any third parties engaged to perform obligations in connection with this DSP.
- (viii)    **Shared Personal Data:** the personal data to be shared between the parties under clause 2 of this DSP. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

**Data Subjects:**

Adults;  
Children;  
Landlords;  
Business operators;  
Trades persons; and  
Enforcement officers.

3.       (ix) **Categories of Personal Data**

- a) Names;
- b) Addresses; and

- c) Contact information (phone number, email);
- d) Health;
- e) Ethnic origin; and
- f) Financial circumstances.

**4. Shared Personal Data.**

5. This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges and agrees that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

**6.**  
**7. Effect of non-compliance with UK Data Protection Legislation.**

Each party shall comply with all the obligations imposed on a controller under the UK Data Protection Legislation, and any material breach of the UK Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this DSP with immediate effect.

**8.**  
**9. Particular obligations relating to data sharing.**

10. Each party shall:

- 10.1. ensure that it has all necessary notices in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes,
- 10.2. ensure that privacy notices are clear, giving full information to any data subject whose personal data may be processed under this DSP, outlining the nature of such processing, setting out the rights of data subjects and the circumstances in which data was shared, and identifying the controller/s.
- 10.3. give notice that, on the termination of this DSP, personal data relating to data subjects may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- 10.4. have policies and procedures in place to comply with the rights of the data subject including but not limited to the rights of access, rectification and profiling;
- 10.5. process the Shared Personal Data only for the Agreed Purposes;
- 10.6. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- 10.7. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this DSP;
- 10.8. ensure that it has in place appropriate technical and organisational measures, reviewed and approved, in writing, by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data using appropriate technical or organisational measures in line with Article 5(1)(f) of GDPR;
- 10.9. in line with Article 24 of GDPR, ensure that it has implemented appropriate data protection policies across the organisation
- 10.10. not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:

- 10.10.1. complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
- 10.10.2. ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or (iii) binding corporate rules are in place or (iv) one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.

**11. Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation. In particular, each party shall:

**12.**

- 12.1. consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- 12.2. promptly inform the other party about the receipt of any data subject access request;
- 12.3. provide the other party with reasonable assistance in complying with any data subject access request;
- 12.4. not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- 12.5. assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
- 12.6. notify the other party without undue delay on becoming aware of any breach of the UK Data Protection Legislation;
- 12.7. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this DSP unless required by law to store the personal data;
- 12.8. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- 12.9. maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the other party or the other party's designated auditor; and
- 12.10. provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the UK Data Protection Legislation.

**13. Indemnity.**

**14.** Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and interest, penalties and legal costs (calculated

on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the UK Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

**15.** Warranties

- 16.** The Personal Data is provided by the Data Discloser on an 'as is' basis and no party warrants the accuracy or completeness of the Shared Personal Data, nor that the personal data does not infringe the intellectual property rights of any third party, nor undertakes that the personal data will meet the requirements of, or be fit for any purpose of, the Data Recipient.

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## Cherwell District Council

### Council

7 September 2020

<b>Revised Budget 2020/21</b>
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### Report of Director of Finance

This report is public

#### **Purpose of report**

This report proposes a revised budget for 2020/21 to reflect the financial impact of COVID-19 and includes proposed savings required in order to achieve a balanced budget

#### **1.0 Recommendations**

Council is recommended to:

- 1.1 approve the savings as set out in Appendix 1.
- 1.2 approve a £1.2m use of the reserves as identified in Table 1.
- 1.3 approve the revised budget as set out in Table 1.

#### **2.0 Executive Summary**

- 2.1 Councils have a legal duty to balance their budgets each year and act to avoid the possibility that expenditure might exceed available income in any year. This means that Cherwell District Council, like other councils across the country, has no option but to take significant cost-saving measures to address this unavoidable funding shortfall. The report sets out the actions required to address the risk of overspend and reflects the forecast additional costs incurred by the Council in the response phase.
- 2.2 On 6 July 2020 the Executive agreed to ask officers to identify plans to address the potential overspend in 2020/21 arising from COVID-19. This report sets out a proposal for a revised budget for 2020/21 which is the outcome of that work and has been considered by Budget Planning Committee (18 August 2020) and the Executive (20 August 2020). The revised budget will address the risk of overspend and reflects the additional costs incurred by the Council in the response phase to the COVID-19 pandemic and the additional funding that has been received from central government.

- 2.3 The revised budget will provide a balanced budget for 2020/21 that includes budgets to meet the forecast additional costs of COVID-19 to enable effective budget management.

### **3.0 Introduction**

- 3.1 The health, social and economic impacts of COVID-19 have been profoundly felt across Oxfordshire. The devastating impact of the pandemic has represented a challenge to our communities and our services on a scale of which we never seen before in our lifetime.
- 3.2 The pandemic has required local authorities to make rapid adjustments to meet new demands and to step up work in critical frontline services. Cherwell District Council, as well as the other councils across Oxfordshire, has led our communities through the coronavirus lockdown by creating new services and adapting existing services including the shielding of vulnerable residents, adult social care, emergency planning and public health response and ensuring schools are kept open for vulnerable children and those of key workers.
- 3.3 These new and increased demands have resulted in significant additional expenditure. At the same time, council income streams – from car parking to planning fee income – have been severely damaged by the lockdown and the impact on the local economy.
- 3.4 Additional funding has been provided from central Government to help councils with the financial impact of COVID-19, which has been extremely welcome. However, as is the case with other councils across England, this does not match our projected additional expenditure and loss of income and does not address potential increases in demand as lockdown measures are eased.
- 3.5 As such, further financial pressures are likely to follow as we restart services in a COVID-safe manner. Furthermore, the possibility of a second wave or a local outbreak of the virus later this year, particularly if combined with a flu epidemic, will place a significant strain on existing resources, especially if further lockdown is required and services have to be stood down (and then up) again.
- 3.6 There will also be significant income losses in future years arising from COVID as a result of reduced business rates and council tax. Moreover, a deep national recession will not only reduce income but also increase demand for valued public services which will be required in response to local residents and businesses affected.
- 3.7 Councils have a legal duty to balance their budgets each year and act to avoid the possibility that expenditure might exceed available income in any year. This means that Cherwell District Council, like other councils across the country, has no option but to take significant cost-saving measures to address this unavoidable funding shortfall.
- 3.8 Our overall aims when planning these measures have been to minimise the impact on our frontline services, to continue to protect the most vulnerable in our communities, and to prioritise and support the county's recovery from COVID-19.

### **4.0 Impact on Services In-Year**



- 4.1 The in-year savings proposed are set out in the appendices that accompany this report. They are drawn from across all service areas, with a focus on protecting frontline services and activities that support those who are most vulnerable.
- 4.2 A combination of government funding, holding vacant posts empty for an extended period, reducing costs associated with travel and facilities management as our buildings have been closed and underspends in some service areas means that the in-year savings proposals can be delivered with minimal impact on frontline service delivery.
- 4.3 However, potential increases in service demand following the pandemic are not yet fully apparent and the on-going position during the rest of the year will continue to be closely monitored and scrutinised.
- 4.4 Furthermore, the impact of scaling back in-year projects may affect the longer-term delivery of objectives and potentially planned savings and income generation. Our long-term focus on our re-start, re-cover and re-new strategy, to stand up our services and plan for a post COVID Cherwell will need to consider the budgetary impacts over the medium term. Work is already underway to reprofile our medium-term financial strategy (MTFS) and consider the impact on the budget for 2021/22 and beyond. This will be based on the MTFS approved at Council in February 2020 which identified a budget gap of £7.7m in 2021/22.

## **5.0 Financial Position 2020/21**

- 5.1 As set out in the report to Executive on 20 August 2020, the COVID-19 pandemic has had a significant impact on the local government sector and has required authorities to commit expenditure that is outside of their agreed budgets. Councils are also experiencing significant losses in income from fees and charges.
- 5.2 The report to the Executive on 20 August set out a forecast financial impact of COVID-19 of £6.7m, based on the position at the end of July 2020. Government grant income of £3.2m (including £1.4m towards losses of income) had been forecast towards this resulting in forecast net costs related to COVID-19 of £3.5m.
- 5.3 In arriving at the revised balanced budget for 2020/21, proposals totalling £2.4m have been put forward by services to reduce expenditure or maximise income in year. The proposals are set out in Appendix 1.
- 5.4 The revised budget also addresses the underlying forecast overspend of £0.5m within Communities (£0.3m) and Place and Growth (£0.2m) Directorates. The overspend is mainly due to additional costs of waste and recycling in Communities and minor overspends in Place and Growth which have been offset by savings identified. In order to make the overall budget balance it is proposed to use £1.2m of reserves.
- 5.5 Table 1 summarises the impact of these changes at directorate level and sets out the latest approved budget for 2020/21, the budget changes proposed in this report, and the resulting revised 2020/21 budget.
- 5.6 The proposed virements balance to zero as increases in expenditure and income are equal and opposite. This means that there is no impact on the Council's net

operating budget of £25.6m and the Council Tax Requirement remains at £7.7m as set by Council in February 2020.

<b>Table 1 - Proposed Budget Reset Budget Virement</b>						
<b>Directorate</b>	<b>Covid-19 Virement £m</b>	<b>BAU Pressures £m</b>	<b>Total Savings £m</b>	<b>Overall Virement £m</b>	<b>Original Budget £m</b>	<b>Revised Budget £m</b>
Place and Growth	0.650	0.176	(0.426)	0.400	3.506	3.906
Customer and OD	0.202	0.000	(0.301)	(0.099)	3.918	3.819
Adults and Housing Services	0.364	0.000	(0.272)	0.092	2.932	3.024
Public Health and Wellbeing	0.326	0.000	(0.484)	(0.158)	3.066	2.908
CDA&I	2.617	0.000	(0.694)	1.923	2.115	4.038
Communities	1.393	0.310	(0.195)	1.508	6.429	7.937
Corporate	1.163	0.000	0.000	1.163	0.000	1.163
<b>Sub Total - Directorate</b>	<b>6.715</b>	<b>0.486</b>	<b>(2.372)</b>	<b>4.829</b>	<b>21.966</b>	<b>26.795</b>
<b>Executive Matters:</b>						
Treasury	0.000	0.000	(0.472)	(0.472)		
Government Grant	(3.175)	0.000	0.000	(3.175)		
Application of Reserves	0.000	0.000	(1.182)	(1.182)		
<b>Sub Total - Executive Matters</b>	<b>(3.175)</b>	<b>0.000</b>	<b>(1.654)</b>	<b>(4.829)</b>	<b>3.638</b>	<b>(1.191)</b>
<b>Total</b>	<b>3.540</b>	<b>0.486</b>	<b>(4.026)</b>	<b>0.000</b>	<b>25.604</b>	<b>25.604</b>

- 5.7 COVID-19 allocations relating to Leisure are based on actual costs up to the end of June with the balance held corporately until the rate of recovery of leisure centres is known following their ability to begin to reopen from 25 July 2020. The Executive has delegated authority to the Director of Finance, in conjunction with the Finance Portfolio Holder, to vire resources to the Wellbeing Service when actual costs are known.

## 6.0 Conclusion and Reasons for Recommendations

- 6.1 It is recommended that Council approves a revised budget for 2020/21 in order to address the net increase in costs the Council faces as a result of Covid-19. Formalising the net forecast underspend the Council has identified within its "Business as Usual" spend (including savings identified in Appendix 1) and reflecting additional costs related to COVID-19 will ensure that service managers know the budget within which they are operating. This will help the Council to control its costs for the remainder of the year.

## 7.0 Consultation

Portfolio Holders	All Portfolio Holders have been consulted in the preparation of these proposals
Budget Planning Committee	Comments attached at Appendix 2.

## **8.0 Alternative Options and Reasons for Rejection**

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

### Option 1: Do nothing

The Council has the option to do nothing and not introduce a revised budget. However, this would mean that services are operating with budgets which do not reflect service delivery and would make it more difficult for services to control costs.

## **9.0 Implications**

### **Financial and Resource Implications**

- 9.1 The net cost of the budget virement to the Council and council tax payer is nil. However, savings are proposed to be redirected from “business as usual” spend to partially fund COVID-19 costs. This is the prudent course of action to control the overall net spend of the Council. Alternative approaches to rely on Directorates delivering underspends would have resulted in less control over the budgetary position. Tight monitoring of the budget must continue to take place to ensure that these in-year changes are delivered over the course of the year.

Comments checked by:

Michael Furness, Assistant Director of Finance, Tel 01295 221845, email [michael.furness@cherwell-dc.gov.uk](mailto:michael.furness@cherwell-dc.gov.uk)

### **Legal Implications**

- 9.2 **Balanced Budget**

The provisions of the Local Government Finance Act 1992 (LGFA 1992) set out what the council has to base its budget calculations upon, and require the council to set a balanced budget with regard to the advice of its section 151 officer. The setting of the budget is a function reserved to full Council, who will consider the draft budget which has been prepared by the Executive. Once the budget has been agreed by full Council the Executive cannot make any decisions which conflict with it, although virements and year-in-year changes can be made in accordance with the council's financial regulations.

Comments checked by:

Richard Hawtin, Team Leader – Non-contentious, Tel 01295 221695, Email [richard.hawtin@cherwell-dc.gov.uk](mailto:richard.hawtin@cherwell-dc.gov.uk)

## 10.0 Decision Information

### Wards Affected

All

### Lead Councillor

Cllr Ilott - Finance

### Document Information

Appendix No	Title
1	2020/21 In-Year Savings Proposals
2	Budget Planning Committee Comments
Background Papers	
None	
Report Author	Michael Furness – Assistant Director of Finance
Contact Information	01295 221845 Michael.furness@cherwell-dc.gov.uk

## 2020/21 In-Year Savings Proposals

1. Place and Growth has identified total proposed savings of £0.426m across its two principal areas of activity – Planning and Development (incorporating Development Management, Planning Policy and Building Control) and Growth & Economy, (incorporating Economic Development, Build! and the Bicester team). In the main savings would be taken from a robust approach to vacancy management which includes deleting unfilled posts that had been planned to be created as part of last year's growth bid to support Growth Deal work and holding over vacancies in Development Management. Increasing fee income in Building Control would provide a small but helpful additional contribution.

1.1 Place and Growth – Planning and Development – proposed savings £0.202m

Title of Proposal	Brief Description	£m
Remote Working	Reduced spend linked to staff working at home. This mainly relates to reductions in energy costs, travel expenses, printing and stationery costs.	(0.020)
Vacancy Management	Deletion of two vacant posts and holding over vacant posts	(0.115)
Consultants	Reduce expenditure on agency fees to cover difficult-to-recruit-to posts	(0.056)
Income	Increase Building Control income in accordance with the revised Fee Schedule set out in Appendix 2 by 5% from 1 <sup>st</sup> October	(0.011)

1.2 Place and Growth – Growth and Economy – proposed savings £0.224m

Title of Proposal	Brief Description	£m
Growth Deal	Delete CDC Growth Deal workstream posts	(0.126)
Kidlington	Due to Covid restrictions we have had to delay the start of recruitment to a new post of Kidlington co-ordinator until later in the year	(0.025)
Remote Working	Reduced spend linked to staff working at home. This mainly relates to reductions in energy costs, travel expenses, printing and stationery costs.	(0.008)
Vacancy Management	Paused recruitment on three posts to respond to Covid related delays to progressing the Cherwell Industrial Strategy and by finding an alternative approach to providing specific in-service support.	(0.065)

2. Customers and Organisational Development has identified total proposed savings of £0.301m as described in paragraphs 2.1 – 2.4.

2.1 Customers and Organisational Development – Customer Contact Centre and Land Charges – proposed savings £0.055m.

Title of Proposal	Brief Description	£m
Land Charges	Land Charges saving by using internal resource to undertake scanning and indexing of records to go 'paper light' rather than external resource. Able to achieve this shift to internal resource through reduced demand during closedown.	(0.005)
Remote Working	Reduced spend linked to staff working at home. This mainly relates to reductions in energy costs, travel	(0.015)

<b>Title of Proposal</b>	<b>Brief Description</b>	<b>£m</b>
	expenses, printing and stationery costs.	
Vacancy Management	Reduction in Customer Contact Centre staffing budget through a combination of holding vacancies, utilisation of part time hours and releasing pension contributions from budgets where they are not required.	(0.032)
Customer Contact Centre	Non-essential spend saving – reduction in uniform budget.	(0.003)

2.2 Customers and Organisational Development – Human Resources – proposed savings £0.050m.

<b>Title of Proposal</b>	<b>Brief Description</b>	<b>£m</b>
iTrent implementation (IT system)	Reduction in contingency for iTrent implementation (HR/Payroll IT system). It was expected that additional payroll support for data cleansing would be required, this has not been the case). Budget was 45k reduced with a 10k contingency.	(0.035)
Remote Working	Reduced spend linked to staff working at home. This mainly relates to reductions in energy costs, travel expenses, printing and stationery costs.	(0.003)
Apprentice Post	Hold recruitment	(0.012)

2.3 Customers and Organisational Development – IT – proposed savings £0.117m

<b>Title of Proposal</b>	<b>Brief Description</b>	<b>£m</b>
Vacancy Management	Not recruiting to several current vacancies. Deliverable in the short term and the service will seek ways to maintain this saving through working in partnership with Oxfordshire County Council to deliver IT projects.	(0.055)
IT Applications	Citrix support saving.	(0.010)
Remote Working	Reduced spend linked to staff working at home. This mainly relates to reductions in energy costs, travel expenses, printing and stationery costs.	(0.005)
IT Contracts	Reductions from various contracts including Adept/Printers/Daisy/Log-Me-In/HSO/Azure Backup.	(0.047)

2.4 Customers and Organisational Development – Communications, Strategy and Insight – proposed savings £0.079m

<b>Title of Proposal</b>	<b>Brief Description</b>	<b>£m</b>
Misc.	IT equipment, software, advertising and subscriptions	(0.025)
Vacancy Management	Delivery of savings through delayed recruitment to the new joint communications, strategy and insight service.	(0.046)
Remote Working	Reduced spend linked to staff working at home. This mainly relates to reductions in energy costs, travel expenses, printing and stationery costs.	(0.008)

3. Adults and Housing Services has identified total proposed savings of £0.272m as described in paragraph 3.1.

3.1 Adults and Housing Services – Housing – proposed savings £0.272m

<b>Title of Proposal</b>	<b>Brief Description</b>	<b>£m</b>
Growth Deal Top Up	A saving from the £880,000 top up fund means we will not contribute to a small shared ownership scheme.	(0.138)
Vacancy Management	Current vacancies will not be filled.	(0.091)
Enforcement Activity	Penalty charges collected as a result of enforcement	(0.033)
Remote Working	Reduced spend linked to staff working at home. This mainly relates to reductions in energy costs, travel expenses, printing and stationery costs.	(0.010)

4. Public Health and Wellbeing has identified total proposed savings of £0.484m as described in paragraph 4.1.

4.1 Public Health and Wellbeing – Wellbeing – proposed savings £0.484m

<b>Title of Proposal</b>	<b>Brief Description</b>	<b>£m</b>
Impact of CQ2 build on Spiceball Leisure Centre	Growth bid to mitigate the impact of the building works on footfall /income to Spiceball Leisure Centre due to the removal of local car parking and the pedestrian bridge access	(0.330)
Vacancy Management	Pause recruitment to 2 vacant posts for 6 months	(0.017)
Remote Working	Travel, Print, Stationery Contraction of budgets due to remote working	(0.010)
Vacancy Management	Release of difference in budget between establishment and current staff levels, unneeded pension costs for non-enrolled staff	(0.034)
Various service savings	Small budget corrections covering contraction in venue hire costs for Hubs, Reduced utility costs for Banbury Museum, Less promotion for Cherwell Lottery	(0.027)
Vacancy Management	Holding 5 p/t vacancies until 21/22	(0.066)

5. Commercial Developments, Assets and Investments has identified total proposed savings of £0.694m as described in paragraphs 5.1 – 5.4.

5.1 Commercial Developments, Assets and Investments – Pace, Growth and Commercial – proposed savings £0.016m.

<b>Title of Proposal</b>	<b>Brief Description</b>	<b>£m</b>
Growth Deal	The £16k was an amount set aside as part of the Growth Deal bid (CDC funded). It was to be used to pay for external support to carry out a review of the Project Management Office function to identify areas for further improvement.	(0.016)

5.2 Commercial Developments, Assets and Investments – Property – proposed savings £0.369m.

<b>Title of Proposal</b>	<b>Brief Description</b>	<b>£m</b>
LED Project	A plan to save money by introducing LED lighting spend to save investment in Bodicote House is proposed to be deleted due to the payback period being in excess of 7 years	(0.069)
Asset Management Software Licence	PAM software acquisition as currently all data managed in MS Excel.	(0.020)
Asset Management Software Acquisition	PAM professional fees for buying and properly set up software.	(0.050)
Banbury Canalside	The budgeted £230k consultancy fee was expected to cover a feasibility study that links into the Masterplan works currently being undertaken. This is being paused and will be delivered in 2021/22. This proposal is not linked to Banbury Town Centre or Castle Quay 2.	(0.230)

5.3 Commercial Developments, Assets and Investments – Finance – proposed savings £0.189m.

<b>Title of Proposal</b>	<b>Brief Description</b>	<b>£m</b>
Remote Working	Reduced spend linked to staff working at home. This mainly relates to reductions in energy costs, travel expenses, printing and stationery costs.	(0.007)
Vacancy Management	Vacancy held for capital accountant until this can be recruited to and savings linked to Procurement based on recharge expected from OCC.	(0.018)
New Burdens Grant	Grant received from Government for the work carried out paying grants to small business as part of the response to COVID19	(0.130)
Budget Review	Legal costs and salary recharge in Revenues and Benefits CDC budget no longer required	(0.026)
Non-essential spend	Anticipated underspends on computer hardware due to all staff having recent laptops and on conferences due to less major conferences being available due to COVID19.	(0.008)

5.4 Commercial Developments, Assets and Investments – Legal and Democratic Services – proposed savings £0.120m

<b>Title of Proposal</b>	<b>Brief Description</b>	<b>£m</b>
Vacancy Management	Director of Law and Governance	(0.003)
Vacancy Management	Practice Manager	(0.027)
Computer Software	Adjustments to software budgets resulting in savings	(0.013)
Professional Fees		(0.004)
Members Training	Adjustments to members Training budget	(0.005)
Chairman's Expenses	Reduction in Chairman's expenses due to Covid-19 lockdown.	(0.006)
Advertising	Reduction in Democratic Services Advertising budget	(0.002)
Remote Working	Reduced spend linked to staff working at home. This	(0.010)



<b>Title of Proposal</b>	<b>Brief Description</b>	<b>£m</b>
	mainly relates to reductions in energy costs, travel expenses, printing and stationery costs.	
Election Costs	Savings from District Elections being postponed due to Covid-19	(0.050)

6. Communities has identified total proposed savings of £0.195m as described in paragraphs 6.1 – 6.2.

6.1 Communities – Environmental Services – proposed savings £0.081m

<b>Title of Proposal</b>	<b>Brief Description</b>	<b>£m</b>
Vacancy Management	Delays to recruitment of posts (not Waste Collection)	(0.042)
Income	Increase in income following additional marketing of bulky waste services	(0.030)
	Increase in income from MOT inspections	(0.009)

6.2 Communities – Community Safety and Regulatory Services – proposed savings £0.114m

<b>Title of Proposal</b>	<b>Brief Description</b>	<b>£m</b>
Vacancy Management	Safer Communities & Environmental Enforcement Manager (end of interim arrangement in September)	(0.048)
Vacancy Management	Community Warden (1 of 4 currently vacant)	(0.026)
Vacancy Management	Business Support Assistant (current vacancy)	(0.014)
Agency Spend Reduction	Reduce agency spend to support Primary Authority Partnership	(0.008)
Remote Working	Reduced spend linked to staff working at home. This mainly relates to reductions in energy costs, travel expenses, printing and stationery costs.	(0.018)

7. Proposed corporate savings of £0.472m have been identified.

<b>Title of Proposal</b>	<b>Brief Description</b>	<b>£m</b>
Treasury Management	Reduced borrowing costs and lower interest rates are creating a positive variance against budget for 2020/21.	(0.472)

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### Comments from Budget Planning Committee

At its meeting of Tuesday 18 August 2020, the Budget Planning Committee considered the report submitted to the 20 August 2020 Executive, which proposed a revised budget for 2020/21 to reflect the financial impact of Covid 19 and included proposed savings required in order to achieve a balanced budget.

The Budget Planning Committee considered the in-year savings proposals and proposed use of reserves and asking a number of questions which were duly answered by the relevant Lead Member and Corporate Director.

Having conducted a detailed scrutiny of the proposals, the Budget Planning Committee resolved to endorse the 2020/21 in-year savings proposals and recommended the Executive recommend to Full Council that they be adopted at the Special Council on 7 September 2020. The Committee made the following comments:

- **Revised Building Control Fee Schedule:**

- Clarity was provided that the 5% increase referred to the overall across the board increase and some individual fees were increased by a higher percentage.
- It was noted that the proposed fees were bringing Cherwell District Council to the average level for comparable neighbouring local authorities but Members queried if they were comparative to independent building control inspectors. Approved Inspectors are not required to publish their fees as we in the public sector are required to. CDC Building Control's market share is currently at around 70% and increasing which would indicate it is competitive.
- In response to questions regarding a behavioural impact assessment, it was confirmed that this had not been undertaken as there would be additional cost top carrying out such an assessment. It is standard Cherwell DC practice, as for other Building Control services in neighbouring areas, for comparisons to be made between Authorities in the Oxfordshire/Warwickshire cluster group and fees adjusted accordingly. The exercise requires proposed fee increases to be balanced against the risk of under-recovery of costs and therefore set an appropriate level. Experience has shown that customers of CDC Building Control service are more interested in service than cost, noting that the cost of a Building Control application is very small compared with the construction cost of a development.

- **Delayed Recruitment to Vacant Posts due to Covid-19:**

- Noted that delayed recruitment was not impacting service delivery due to reallocating work and new ways of working.
- Kidlington Co-ordinator (Growth and Economy): Assurance was given that recruitment to the post was delayed and as a new post, there had been no impact on service provision.
- 5 Wellbeing p/t posts: the work these discretionary posts would have undertaken would not have been possible with the covid restrictions
- Community Warden: Noted that 3 Community Warden posts were filled and there was one vacancy for which recruitment was being paused for in-year

savings. Along with all other options, the post would be reviewed as part of the 2021/22 budget setting process.

- **Deletion of Vacant Posts**
  - Assurance was provided that deleting two vacant Planning posts and two Growth Deal workstream posts would not impact service delivery. The Growth Deal posts had been planned to be created as part of last years' growth bid to support the Growth Deal, however this work had been delayed due to Covid-19 and the removal of the posts would not affect the council's Growth Deal work.
- **Housing Services: Reduction in Shared Ownership Scheme Contribution**
  - In response to queries from Members of the Committee regarding if there would be any impact on affordable housing, advised that is difficult to quantify the number of houses affected and a response would be provided to Members outside of the meeting. The reduction is a proportion of the total budget and Housing Officers will continue to work with applicants for Homes England funding.
- **LED Project (replacement lighting at Bodicote House)**
  - In response to queries as to why the project had been deleted and not delayed, the Committee was advised that the long term future of all estates would be considered as there would not be a return to the office as it was pre-covid
  - It was confirmed that no other projects responding to climate emergency have been proposed to be paused or cancelled
- **Increase in Bulky Collections Fees**
  - The Committee recommended that fly tipping levels were monitored to assess if there was an impact of the increased fees on incidences of fly tipping
- **Treasury Management**
  - Clarity was provided that the savings were due to reduced costs of borrowing with better interest rates for new borrowing and replacement borrowing.
- **Use of Ear-marked Reserves**
  - Clarification given that the reserves which would be used towards balancing the budget were General Balances which is held for general purposes and the Commercial Reserve, which is earmarked towards commercial property income losses
- **Senior Pay**
  - In response to a question from a Committee member regarding whether reductions in Executive salary had been considered, the Committee was advised that for in-year savings reductions in pay and/or changes in terms and conditions had not been proposed. It was noted that changes to contractual pay and terms require formal consultation with staff affected and unions and should be considered as part of a wider view of senior

management costs and structures, with a focus on the full costs of management rather than just the pay of certain roles.

- The Committee was advised that as part of work considering the budget for 2021/22 a view will be taken with regards to these matters in the context of the joint working relationship with Oxfordshire County Council (many senior staff cover roles at both the County and Cherwell District Council) and the more significant budget pressures facing the council in 2021/22. The Committee was given assurance that the work undertaken would be evidence-based, for example comparisons with national pay across the sector, and where necessary seek objective and specialist advice, for example the regional employers associations.
  - The Committee was reminded that matters regarding structures, pay, terms and conditions are considered by the Council's formally constituted cross party Personnel Committee. This Committee is generally held in confidential session, to protect the identity of individuals affected by any proposals considered and to comply with the formal consultation processes and engagement with our recognised Unions in line with the Council's HR policies and employment law.
- **Lobbying of Government re. Funding**
    - The Committee noted and supported the on-going lobbying of Government by Local Authority Leaders, the Local Government Association and District Councils Network for additional funding for local Government.

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## Cherwell District Council

### Council

7 September 2020

<p><b>Partial Review of the Cherwell Local Plan 2011-2031 - Oxford's Unmet Housing Need: Inspector's Report and Plan Adoption</b></p>
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### Report of Assistant Director - Planning and Development

This report is public

#### Purpose of report

To consider the Inspector's Report on the Examination of the Partial Review of the Cherwell Local Plan 2011-2031 - Oxford's Unmet Housing Need (the Partial Review Plan), to consider whether to approve Main Modifications to the Plan as recommended by the Inspector together with minor modifications, and to consider whether to adopt the Plan, as modified.

#### 1.0 Recommendations

The meeting is recommended:

1. To note the conclusions of the Inspector's Report and endorse the Inspector's recommended Main Modifications (Appendix 1).
2. To endorse the incorporation of the minor modifications set out in Appendix 2.
3. To note the necessary changes to the Housing Trajectory (Appendix 3) and Infrastructure Schedule (Appendix 4) arising from the Inspector's recommendations and Main Modifications.
4. To note the Equalities Impact Assessment at Appendix 5.
5. To note the final Policies Maps at Appendix 6.
6. To adopt the Partial Review of the Cherwell Local Plan as presented at Appendix 7 as part of the statutory development plan.
7. To delegate to the Assistant Director – Planning and Development the publication of an updated Adopted Policies Map to illustrate graphically the application of policies contained in the adopted development plan.

8. To delegate to the Assistant Director – Planning and Development, the correction of minor spelling, grammatical or typographical errors and any minor improvements from a presentational perspective prior to the publication of the Local Plan.
9. To authorise the Assistant Director – Planning and Development to publish the Sustainability Appraisal Adoption Statement (Appendix 8) and Local Plan Adoption Statement (Appendix 9).

## **2.0 Introduction**

- 2.1 The Partial Review of the Cherwell Local Plan was prepared to meet a commitment in the adopted Cherwell Local Plan 2011-2031 in the interest of assisting Oxford with its unmet housing need.
- 2.2 Work on the Partial Review Plan commenced in earnest in 2016. Public consultations took place on Plan issues from January to March 2016, on Plan options from November 2016 to January 2017, and on a proposed Plan from July 2017 to October 2017. The draft Plan was approved by Council on 26 February 2018 having considered representations. It was submitted to the Secretary of State for Examination on 5 March 2018. Public hearings were held in September 2018 and February 2019.
- 2.3 This report presents the conclusions of the Examination process and makes recommendations as to whether the Plan should be adopted by the Council so that it becomes part of the statutory development plan.
- 2.4 The Oxfordshire Local Planning Authorities have been working cooperatively in the interest of addressing Oxford's unmet housing need since 2013. West Oxfordshire, Vale of White Horse and Oxford City Councils now have adopted Local Plans which meet their respective commitments and South Oxfordshire has now concluded the examination hearings on its Plan.
- 2.5 The Cherwell Partial Review Plan makes provision for the development of 4,400 homes in the south of the district close to Oxford on six sites in the Kidlington, Gosford and Water Eaton, Yarnton and Begbroke area within the Oxford Green Belt. Adoption of the Plan would result in the reduction of the total area of Cherwell that comprises Green Belt from 14.3% to 13.8% (a reduction of 275 hectares).
- 2.6 In examining the Plan, the appointed Planning Inspector is required to assess whether the Council has met a legal Duty to Cooperate, whether the Plan is legally compliant and whether the Plan is sound. The four tests of soundness, as set out in paragraph 182 of the National Planning Policy Framework (NPPF, 2012), are:
  - Positively prepared - the plan should be prepared based on a strategy which seeks to meet objectively assessed development and infrastructure requirements, including unmet requirements from neighbouring authorities where it is reasonable to do so and consistent with achieving sustainable development;
  - Justified - the plan should be the most appropriate strategy, when considered against the reasonable alternatives, based on proportionate evidence;



- Effective - the plan should be deliverable over its period and based on effective joint working on cross-boundary strategic priorities; and
- Consistent with national policy - the plan should enable the delivery of sustainable development in accordance with the policies in the Framework.

2.7 In examining the soundness of the Plan, the Inspector has had to consider the housing need, the Plan's strategy, whether there are exceptional circumstances for development in the Green Belt, the suitability of the sites proposed for development and the deliverability of the Plan.

2.8 On 13 July 2019, the Inspector's preliminary advice was received (Appendix 10). The Inspector advised that:

- the apportioned 4,400 dwellings figure provides a sound basis for the Plan
- the Partial Review's strategy is appropriate
- there are exceptional circumstances for alterations to the Green Belt
- with one exception (land south east of Woodstock) the proposed land allocations, and the process by which they have been arrived at, are sound, in principle.

2.9 The Inspector advised that the Council prepares Main Modifications to address his concern about development at Woodstock and highlighted a number of potential alternatives.

2.10 Modifications were prepared and consulted upon from 8 November to 20 December 2019 following engagement with the Inspector. On 24 February 2020, Council considered representations received and approved Main and Minor Modifications and their Submission to the Secretary of State for Housing, Communities and Local Government for the continuance of the examination. Submission occurred on 25 February.

2.11 The Planning Inspector concluded the Examination by issuing his final report on 6 August 2020. He finds that the Duty to Cooperate has been met, that the Plan complies with other relevant legal requirements and that, with recommended Main Modifications set out in the Inspector's Report, the Plan is sound.

2.12 Officers have considered the Inspector's report and his recommendations. It is advised that all the Inspector's recommendations should be accepted, that his recommended Main Modifications be incorporated into the Plan (together with other minor modifications) and that the Council adopts the Plan as part of the statutory Development Plan.

### **3.0 Report Details**

#### **Overview of the Partial Review Plan**

3.1 The Plan's vision is based on helping to meet Oxford's housing need in the Cherwell context. It seeks to support Oxford's world class economy, its universities and employment base; ensure that people have convenient, affordable and sustainable travel opportunities to the city's places of work, study and recreation and to its services and facilities. It seeks to provide development so that it:

- i. creates balanced and sustainable communities
- ii. is well connected to Oxford
- iii. is of exemplar design which responds distinctively and sensitively to the local built, historic and environmental context
- iv. is supported by necessary infrastructure
- iv. provides for a range of household types and incomes reflecting Oxford's diverse needs
- v. contributes to improving health and well-being, and
- vi. seeks to conserve and enhance the natural environment.

3.2 The Plan has four strategic objectives (SO16-SO19) which supplement those in the adopted Local Plan (2015). They relate to:

- 1. partnership working to meet needs and required infrastructure by 2031 (objective SO16)
- 2. providing development so it supports the projected economic growth which underpins the housing needs and local Oxford and Cherwell economies (objective SO17)
- 3. substantively providing affordable access to new homes for those requiring affordable housing, new entrants to the housing market, key workers and those requiring access to Oxford's key employment areas; and, providing well-designed development that responds to the local context (objective SO18)
- 4. providing development so that it complements the County Council's Local Transport Plan (including the Oxford Transport Strategy) and facilitates demonstrable and deliverable improvements to the availability of sustainable transport for access to Oxford (objective SO19).

3.3 The Plan includes a strategy and a set of policies to deliver this focused vision and objectives and has been informed by the consideration and examination of options for accommodating development across the district.

3.4 The Partial Review's strategy establishes the need for development to be well connected to Oxford and plans for development in the area of the district with the strongest economic and social relationship to the city. The Plan's strategy integrates fully the County Council's policies on sustainable transport and provides opportunities for greater integration of existing and new green infrastructure and for place shaping within that context.

3.5 The Plan explains that there are exceptional circumstances for development in the Green Belt to help meet Oxford's needs and that other options would not deliver the Plan's vision and objectives in the same way. Importantly, the Plan's strategy avoids undermining the delivery of planned growth in the adopted Local Plan (2015).

3.6 The Partial Review Plan, incorporating the Inspector's recommended Main Modifications, and other minor modifications, is presented at Appendix 7. Its key policies provide for:

- 1. the delivery of 4,400 homes for Oxford by 2031 so that it achieves sustainable development (policy PR1) with a set of site allocations in the Kidlington, Gosford and Water Eaton, Yarnton and Begbroke area:

Policy PR6a - Land East of Oxford Road:	690 homes
Policy PR6b - Land West of Oxford Road:	670 homes
Policy PR6c - Land at Frieze Farm: reserved site for replacement Golf Course	
Policy PR7a - Land South East of Kidlington:	430 homes
Policy PR7b - Land at Stratfield Farm:	120 homes
Policy PR8 - Land East of the A44:	1950 homes
Policy PR9 - Land West of Yarnton:	540 homes

2. the delivery of a mix, tenure and size of homes that responds to identified needs (policy PR2)
3. exceptional alteration of Green Belt boundaries having considered all other reasonable options for development and the vision and objectives to be achieved (policy PR3)
4. maximising the opportunity for affordable and sustainable transportation from development areas to Oxford's key employment areas, services and facilities (policy PR4a)
5. using the advantage of sustainable transport opportunities to help strengthen Kidlington centre in accordance with the existing Local Plan (2015) and the Kidlington Framework Masterplan (policy PR4b – Kidlington Centre)
6. providing a consolidated and integrated approach to the provision of green infrastructure alongside new development, particularly within the Green Belt (policy PR5).

### 3.7 The Plan was informed by:

- the work of the Oxfordshire councils on the level of unmet housing need and how much of that need should be apportioned to each district
- an examination of the critical and cross boundary issues relevant to meeting those needs.
- public consultation and engagement
- evidence.

3.8 The examination process involved the Inspector considering: the draft Plan, evidence and other supporting documents; representations and submissions, written statements made for the public hearings; oral evidence presented at the hearings (including arguments presented by those opposing the Plan, by developers and other interested parties); statements of common ground and post-hearing documents and proposed modifications. The hearings, and the questions put to Council officers and others, were led by the Inspector. Housing need, the apportionment of that need to the districts and the exceptional case for alteration to Green Belt boundaries were given particular attention.

3.9 The final Inspector's Report on the examination (Appendix 1), received on 6 August 2020, was made publicly available on 7 August 2020. The report and the examination library are available on-line.

## Inspector's Report

- 3.10 Paul Griffiths was appointed by the Secretary of State for Housing, Communities and Local Government as the independent Inspector to examine the Partial Review of the Cherwell Local Plan. The Inspector is required to consider all representations made in accordance with Regulation 20 of the Town and Country Planning (Local Planning) (England) Regulations 2012.
- 3.11 In examining the Plan, the Inspector's responsibilities are to assess whether the local planning authority has met the Duty to Cooperate, whether the Plan is legally compliant and whether the Plan is sound based on the NPPF's test of soundness (para 2.6 above). As the Partial Review Local Plan was submitted before 24 January 2019, it is the 2012 version of the NPPF under which the Plan was examined.
- 3.12 The Planning Inspectorate's guidance, *Procedure Guide for Local Plan Examinations (June 2019)* states that the Inspector will make the report as concise as possible while ensuring it is adequately reasoned. In drafting the report, the Inspector will concentrate on:
- reaching clear conclusions, backed by reasoned judgements, on soundness and legal compliance of the plan; and
  - recommending main modifications as necessary to rectify any aspect of the plan which he or she considers to be unsound or legally non-compliant, provided it is possible to do so.
- 3.13 The legislation enables the Inspector to recommend a Main Modification only if the plan would otherwise be unsound or legally non-compliant. The focus on soundness and legal compliance means that, as far as possible, the Inspector's report will avoid summarising the cases of individual parties, referring to specific representations and representors, or describing what was said at hearing sessions. The report will not respond to every point or issue raised by those objecting to the plan or refer to every policy or site allocation. Instead, it will explain concisely why the Inspector has arrived at his or her conclusions and recommendations.
- 3.14 In addition, minor changes known as Minor Modifications can be made by the local planning authority without the need for them to be examined. Section 23 of the Planning and Compulsory Purchase Act 2004 provides that the Council can adopt a plan with additional modifications, if those additional modifications (taken together) do not materially affect the policies that would be set out in the document if it were adopted with the main modifications recommended by the Inspector.
- 3.15 The basis for the Inspector's examination is the Plan as submitted on 5 March 2018.
- 3.16 His report comprises two parts:
1. The main report giving the Inspector's assessment of the Plan, his recommendations and the reasons for his recommendations; and
  2. An appendix comprising a schedule of Main Modifications necessary to make the Plan sound.

## **The Inspector's Main Conclusions and Recommendations**

- 3.17 The Inspector concludes that the Plan '*provides an appropriate basis for the District to meet its commitment to dealing with the unmet housing need of the City of Oxford, provided that a number of main modifications are made to it.*' (Inspector's Report Non-technical summary).
- 3.18 The Inspector's modifications reflect those modifications endorsed by the Council in February 2020.

### **Assessment of Duty to Co-operate (Paragraphs 12 – 17)**

- 3.19 The Inspector considers that in engaging constructively, actively and on an on-going basis through the Oxfordshire Growth Board in assessing the unmet need of Oxford and then subsequently apportioning this total to each of the Oxfordshire local planning authorities, the Duty to Co-operate has been met.

### **Assessment of Other Aspects of Legal Compliance (Paragraphs 18 – 24)**

- 3.20 The Inspector concludes that:
- The Plan has been prepared in accordance with the Council's Local Development Scheme (LDS);
  - Consultation on the Plan and the Main Modifications was carried out in compliance with the Council's Statement of Community Involvement;
  - Sustainability Appraisal has been carried out and is adequate;
  - The Habitats Regulations Assessment (HRA) Stage 1 and Stage 2 Addendum, together with the original HRA sets out that a full assessment has been undertaken and that while the plan may have some negative impact which requires mitigation, this mitigation has been secured through the Plan, as modified;
  - The Development Plan, namely the Partial Review alongside the adopted Cherwell Local Plan 2015, includes policies to address the strategic priorities for the development and use of land in the area;
  - The Development Plan, taken as a whole, includes policies designed to ensure that the development and use of land in the local planning authority's area contributes to the mitigation of, and adaption to, climate change;
  - The Plan complies with all other relevant legal requirements.

### **Assessment of Soundness (Paragraphs 25-161)**

- 3.21 The Inspector identified seven main issues upon which the soundness of the plan depended and recommended Main Modifications (appended to Inspector's Report - Appendix 1 of this report) to address them where required in the interest of soundness. His overall conclusion on each is summarised below.
- 3.22 Issue 1: Have the figures for Oxford's unmet need, and the apportionment for Cherwell been justified?

*'...the figure for Oxford's unmet need, and the apportionment for Cherwell, have been justified and form a robust basis for the Plan.'* (para. 32)

3.23 Issue 2: Have the vision and spatial strategy of the Plan been positively prepared and are they justified and effective?

*'... the vision and spatial strategy of the Plan have been positively prepared; they are justified; and likely to be effective. That said, most of the sites identified lie within the Oxford Green Belt and if adopted, the Plan will result in areas of land being removed from the Green Belt...'* (para. 43)

3.24 Issue 3: Are the exceptional circumstances necessary to justify the alterations to Green Belt boundaries proposed in the Plan in place so that the Plan is consistent with national policy?

*'... the exceptional circumstances necessary to justify the alterations to Green Belt boundaries proposed in the Plan are in place. The Plan is therefore consistent with national policy.'* (para. 49)

3.25 Issue 4: Are the sites proposed for allocation appropriately located in accordance with the Plan's spatial strategy and thereby justified?

*'The group of proposed allocations closest to Oxford (at North Oxford, Kidlington, Begbroke, and Yarnton) are fully in accord with the Plan's spatial strategy and have therefore been justified. The site proposed for allocation adjacent to Woodstock [policy PR10] is not in accord with that spatial strategy, has not been justified, and must therefore be removed from the Plan'* (para. 57)

*'That removal has consequences, not least the fact that it leaves the Plan 410 dwellings short of meeting Cherwell's apportionment of Oxford's unmet need...'* para. 58)

3.26 Issue 5: Have the ramifications of the deletion of the proposed Policy PR10 allocation been dealt with in a manner that is justified and effective?

*'In setting out to the Council my reasons why the proposed Policy PR10 allocation should be deleted I also made some suggestions as to how the Council might approach the 410 dwelling shortfall that would result. Following on from discussions around residential densities and land take, I made the point that to best accord with the spatial strategy, these 410 dwellings could potentially be spread around the other allocations, with increased densities, and perhaps a western extension of developed area of the Policy PR9 site, with the possibility of housing on the Policy PR6c site (Land at Frieze Farm) reserved for a replacement golf course, if required, but left it to the Council to explore options'* (para. 59).

*'To inform that process, the Council carried out further work, notably the Cherwell Green Belt Study (Second Addendum); a Site Capacity Sense Check; a Landscape Analysis for Policy PR9; and a SA Addendum (including a non-technical summary). Having done that, the conclusion drawn was that*

*the shortfall caused by the deletion of the Policy PR10 allocation could best be accommodated by increasing the amount of housing on five of the remaining six sites, with, in some cases, adjustments to developable areas, site boundaries, and the extent of land to be removed from the Green Belt. Having regard to the additional work the Council carried out, I am satisfied that as a principle, that is the approach that best reflects the spatial strategy' (para. 60).*

3.27 For Issue 5, the Inspector then considers the affected sites and the potential changes. His conclusions include:

a. PR6a – Land East of Oxford Road (para's. 61 to 63)

Further analysis has demonstrated that the density proposed for the residential element of the allocation is reasonable. The Education Authority has confirmed that the required primary school need only be two rather than three forms of entry. This reduces the land take for the school from 3.2 Ha to 2.2 Ha. There is no good reason why the 1 Ha gained should not be given over to housing. This increases the housing capacity of the allocation from 650 dwellings to 690 dwellings.

b. PR6b – Land West of Oxford Road (Golf Course) (para's. 64 to 68)

The site is an excellent one for the sort of housing the Plan proposes, given its location close to Oxford Parkway and the Park and Ride, and its proximity to the centre of Oxford. Residential densities can be increased without having to remove any important individual specimens or groups of trees. This together with the fact that this gateway location could accommodate higher density housing types allows for the overall density to be increased to 30 dwellings per hectare, meaning that the allocation could provide for 670 dwellings, an increase of 140, overall.

Land at Frieze Farm (Policy PR6c) could, if required, provide a replacement facility.

c. PR7a - South East Kidlington (para's. 69 to 73)

Extending the southern boundary of this site, to follow an historic field boundary would give the site a more logical relationship with development on the opposite side of Bicester Road, and allocation Policy PR7b. It would allow for the provision of an additional 200 dwellings (i.e. in addition to the 230 originally proposed). The reduction in formal sports provision is in line with the Council's Playing Pitch Strategy (2018). There would be a need for additional land to be removed from the Green Belt but the purposes of the Green Belt would not be harmed to any significant additional degree. The exceptional circumstances necessary to justify this additional removal are in place.

d. PR7b – Stratfield Farm (para's. 74 to 78)

Further analysis of capacity at the Kidlington Roundabout, potential layouts, and reducing the size of the nature conservation area by 1 Ha, alongside

expansion of the developable area of the site which will ensure that the revised Green Belt Boundary follows a physical feature, in this case an established field boundary, without any significant increase in harm, has shown that 120 dwellings could be accommodated on 5 Ha earmarked for residential development without threatening any of the identified constraints.

The site can be extended without any significant increase in harm to the Green Belt and the new Green Belt boundary would follow a physical feature likely to endure. The sense of separation between Kidlington and Oxford would be maintained, and the relationship between this site, the Policy PR7a allocation, and the Sainsbury's Supermarket would be a logical one. The purposes of the Green Belt would not be harmed to any significant, additional degree. The exceptional circumstances necessary to justify this additional removal are in place.

e. PR8 – East of the A44 (para's. 79-81)

There is no capacity for an increase in housing numbers on this allocation.

f. PR9 – West of the A44 (para's. 82 to 86)

The area set aside for the school should be 1.8 Ha. In addition, analysis following the hearings has shown that while it would entail further removal of land from the Green Belt, extending the developable area to the west up to the 75m contour, which is approximately the lower end of this topography, would still avoid the greater harm associated with the release of the higher slopes.

The site does have significant constraints and the original residential density proposed was optimistic. There is a need for additional land to be removed from the Green Belt. The upshot of an extended developable area, with additional land take from the Green Belt and a reduced density is that the site can reasonably accommodate 540 dwellings. A new Green Belt edge can be established without undue impact in landscape terms. The impact of the change on the purposes of Green Belt would be marginal, in the light of the original deletion proposed. There are exceptional circumstances necessary to justify this additional removal.

3.28 Overall on Issue 5, the Inspector concludes:

*'The result of these changes to Policies PR6a, PR6b, PR7a, PR7b, PR8 and PR9, alongside others that I move on to below, is to reinstate the 410 dwellings lost from the overall requirement of 4,400 as a result of the deletion of the Policy PR10 allocation' (para. 87).*

*'While I acknowledge that this involves further Green Belt releases, exceptional circumstances have been made out for them. Overall, I consider that the ramifications of the deletion of the Policy PR10 allocation been dealt with in a manner that is justified and effective' (para. 88).*

3.29 Issue 6: Are the remaining elements of the allocation policies, including Policy PR6c, justified, effective and compliant with national policy? (para's. 89 to 129)



- 3.30 The Inspector notes that the scrutiny through the examination process has resulted in a myriad of changes that as part of the policies themselves, need to be dealt with as Main Modifications. Some of these changes, required to make the policies effective, are common to all of them.
- 3.31 His conclusions include recommended modifications as suggested by the Council. They include modifications to:
- allow minor variations in the location of specific uses from what is shown on the Policies Maps (as revised) where shown to be justified (para. 90)
  - make plain that phase 1 habitat surveys must include surveys for protected and other notable species (para. 91)
  - broaden requirements for foul drainage (para.92)
  - deal with issues around the re-use and improvement of soils (para.93)
  - make clear that all sites designed to meet Oxford's unmet need should act in concert to maintain a five-year supply (para. 94)
  - introduce more specific requirements arising from the outcomes of archaeological investigations (para. 95)
  - introduce a series of detailed policy changes for the various site allocations.
- 3.32 In respect of the site at Frieze Farm for a potential replacement Golf Course (policy PR6c), the Inspector confirms his view that the extent of the site is such that it could provide a facility that would be similar, or superior, in quality and quantity to the existing course and make detailed recommendations for expanding the policy.
- 3.33 With the Main Modifications recommended, the Inspector finds that the allocation policies are sound.
- 3.34 Issue 7: Are the other policies in the Plan, aimed at supporting the allocation policies, and the appendices, justified, effective and consistent with national policy?
- 3.35 The Inspector considers the Plan's overarching and cross-cutting policies covering other matters:
- |               |  |
|---------------|--|
| Policy PR1:   | Achieving Sustainable Development for Oxford's Needs |
| Policy PR2:   | Housing Mix, Tenure and Size                         |
| Policy PR3:   | The Oxford Green Belt                                |
| Policy PR4a:  | Sustainable Transport                                |
| Policy PR4b:  | Kidlington Centre                                    |
| Policy PR5:   | Green Infrastructure                                 |
| Policy PR11:  | Infrastructure Delivery                              |
| Policy PR12a: | Delivering Sites and Maintaining Housing Supply      |
| Policy PR12b: | Sites Not Allocated in the Partial Review            |
| Policy PR13:  | Monitoring and Securing Delivery                     |

3.36 His conclusions again include recommended modifications as suggested by the Council. They include recommendations to:

- add reference to the primary aim of supporting necessary infrastructure within policy PR1 (para. 131)
- cross refer to the definition of affordable housing in the NPPF within policy PR2 (para. 132)
- update policy PR3 to reflect the wider recommended changes to site allocations and to cross refer to policy Kidlington 1 of the adopted Plan relating to the extension of Begbroke Science Park (para's. 133 to 134)
- expand the list of measures and objectives within policy PR5 that green infrastructure involves and tighten the policy requirements (para. 136 to 141)
- update the context for policy PR11 on infrastructure delivery and on the policy's detailed requirements and potential funding mechanisms (para's. 142-147)
- remove the requirement for phasing for the delivery of two development sites under policy PR12a, while recognising that the Council's proposal to deliver and monitor a five year supply for the Partial Review separately from the commitments in the 2015 Plan would '*avoid the situation where meeting Oxford's unmet needs could be disregarded because of better than expected performance on the Local Plan 2015 Cherwell commitments, or vice versa*' (para. 148)
- ensure that the onus is on sites contributing to the delivery of a five year land supply for the Partial Review Plan overall rather than for individual sites (para. 151)
- ensure that the requirements within Policy PR12b for dealing with applications that come forward for unallocated sites are policy compliant and effective (para's. 153-158)
- ensure Policy PR13's measures for monitoring are effective (para. 160)

3.37 Consequential changes are recommended across the Plan including the updating of the housing trajectory and infrastructure schedule (see Appendices 3 and 4 to this report). The recommended Main Modifications also require corresponding changes to policies maps. The Inspector clarifies that the Council will need to update the Adopted Policies Map to include all the changes published alongside the Main Modifications. This includes the changes necessary from the deletion of Policy PR10 (land at Woodstock).

### **The Inspector's Overall Conclusion and Recommendation**

3.38 The Inspector indicates that the Submitted Plan (March 2018) has a number of deficiencies relating to soundness and as such recommends non-adoption of the Plan as submitted in March 2018. However, he concludes that with the recommended Main Modifications appended to his report, the Cherwell Local Plan 2011 - 2031 (Part 1) Partial Review – Oxford's Unmet Housing Need satisfies the requisite legislative requirements and is sound.

## Summary of Residential Allocations notable site allocation modifications

- 3.39 The effect of the Inspector's Main Modifications on the number of homes for each residential site is shown below:

Site	No. of Dwellings with Main Modifications
PR6a - East of Oxford Road	690
PR6b - West of Oxford Road	670
PR7a - South East Kidlington	430
PR7b - Stratfield Farm	120
PR8 - East of A44	1,950
PR9 - West of A44	540
Total	4,400

### Officer Consideration of the Inspector's Report

- 3.40 Officers have considered the report and have no reason to disagree with the Inspector's conclusions and recommendations. It is noted that the recommended Main Modifications are those that were publicly consulted upon from November to December 2019 and approved by Council on 24 February 2020. The Main Modifications secure the overall soundness of the Plan and help achieve the Plan's vision, objectives and strategy.

### Minor Modifications

- 3.41 The Council last approved Minor Modifications to the Plan on 24 February 2020. They were provided to the Inspector in the interests of professional clarity notwithstanding that they can lawfully be made by the local planning authority without the need for their examination if, taken together, they do not materially affect the policies that would be set out in the Plan if it were adopted with the Main Modifications recommended by the Inspector.
- 3.42 An updated schedule of Minor Modifications is presented for approval at Appendix 2. The additional modifications since February 2020 comprise future proofing in relation to footnotes and website links.
- 3.43 Should the Council adopt the Partial Review of the Local Plan, further minor editorial and presentational changes may be required before formal publication. Delegation is therefore sought in the usual way.

### Sustainability Appraisal

- 3.44 A Sustainability Appraisal (SA) incorporating a Strategic Environmental Assessment (SEA) has been undertaken to ensure the Partial Review Plan meets sustainability objectives. The SA has been considered by the Inspector.

- 3.45 Although no further Sustainability Appraisal work is required for the Partial Review Plan, the Council would need to make 'the sustainability appraisal (SA) report' available alongside the Plan should it be adopted. A SA Adoption Statement has been prepared (Appendix 8) which explains what comprises the final SA Report, how the requisite legal requirements have been met and provides a monitoring framework for implementation of the Plan. The SA Adoption Statement would be published should the Plan be adopted.

### **Equalities Impact Assessment**

- 3.46 An Equalities Impact Assessment was carried out in September 2019 supporting the November 2019 consultation on Main Modifications. The Partial Review Plan Main Modifications submitted to the Secretary of State in February 2020 were accompanied by an updated Equalities Impact Assessment.
- 3.47 An updated Equalities Impact Assessment accompanies the Plan as proposed for adoption (Appendix 5). Officers consider that the Plan incorporating Main and Minor Modifications would comply with equalities legislation.

## **4.0 Conclusion and Reasons for Recommendations**

- 4.1 The Partial Review of the Local Plan is an important part of the Council's Local Development Scheme. Its completion would enable the Council to fulfil its commitment in paragraph B.95 of the adopted Cherwell Local Plan (2015). It would draw to a conclusion a significant period of concerted, cooperative work and provide certainty for the affected communities, notwithstanding the concerns of many who have objected to the development proposals.
- 4.2 Those objections have been considered by the Planning Inspector. He has considered why and how the Plan has been prepared, its proposals and its likely effects. He has considered the case against the Plan, including through public hearings.
- 4.3 The purpose of the Plan is clear - to provide housing to meet identified need. The plan would provide 4,400 homes including 2200 homes as affordable housing. It would ensure that this happens in the area of the district most suitable for responding to the source of that need. Completion of the Plan would provide certainty of supply. The Plan is supported by significant proposals for sustainable transport, the delivery of green infrastructure and net gains in biodiversity. It seeks to provide the opportunity for distinctive place-shaping.
- 4.4 It has now been clearly stated by the appointed Planning Inspector that, with Main Modifications (as proposed by the Council), the Plan is sound. It has been prepared in accordance with necessary regulatory, procedural and national policy requirements. It had been informed by cooperation and engagement with prescribed bodies and a process of sustainability appraisal. An evidenced led process has been followed.
- 4.5 It is therefore the view of officers that the Partial Review of the Local Plan, incorporating Main and Minor Modifications, would appropriately and sustainably deliver on the Council's commitment.

- 4.6 Officers advise that the Inspector's recommendations should be accepted, that the Main and Minor Modifications be endorsed, and that the Plan is adopted as presented at Appendix 7.

## **5.0 Consultation**

- 5.1 Statutory consultation requirements were met in preparing the Plan. The Inspector's Report has been made publicly available but no public consultation is required at this stage in the Local Plan process.
- 5.2 Cllr Colin Clarke – Lead Member for Planning

## **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: To proceed to adoption of the Local Plan with the Inspector's Main Modifications only.

This option was rejected as this would fail to address minor matters of clarification, updating and corrections, which together do not materially affect the policies but without which the Plan would be of lesser quality.

Option 2: Reject the Inspector's Main Modifications and not proceed to adoption of the Plan.

This option was rejected as the Inspector has recommended all of the Main Modifications proposed by the Council.

Plan making is a crucial part of the planning process and the Secretary of State may direct a local authority to make a plan to ensure that the planning process in any area is properly administered (Section 27, Planning and Compulsory Purchase Act 2004 as amended).

## **7.0 Implications**

### **Financial and Resource Implications**

- 7.1 The cost of Plan adoption would be met from existing resources. Significant budget expenditure has been required in preparing the Plan.

Comments checked by:

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### **Legal Implications**

- 7.2 Should the Council adopt the Partial Review Plan, it will be part of the statutory development plan for the District. The Partial Review Plan does not supersede any of the policies in the adopted development plan.
- 7.3 The Partial Review Plan is an important part of the Council's Local Development Scheme and the Council has a commitment to preparing it under paragraph B.95 of the adopted Local Plan. Failure to do so could increase the risk of challenge to planning decisions and encourage speculative development proposals.
- 7.4 The Secretary of State may direct a local authority to make a plan to ensure that the planning process in any area is properly administered (Section 27, Planning and Compulsory Purchase Act 2004 as amended).
- 7.5 There is provision under Section 113 of the Planning and Compulsory Purchase Act 2004 for legal challenge to be made within six weeks of adoption of a Local Plan by any aggrieved person. Officers have considered this risk in preparing this report.

Comments checked by:

Matthew Barrett, Planning Solicitor

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## 8.0 Decision Information

### Key Decision

**Financial Threshold Met: No**

**Community Impact Threshold Met: Yes**

### Wards Affected

All

### Links to Corporate Plan and Policy Framework

Business Plan 2020/21

The completion of a new Local Plan will assist in meeting the business plan's strategic priorities:

- Housing that meets your needs
- Leading on environmental sustainability
- An enterprising economy with strong and vibrant local centres
- Healthy, resilient and engaged communities

### Lead Councillor

Councillor Colin Clarke, Lead Member for Planning

## Document Information

Appendix No	Title
Appendix 1	Inspector's Report with recommend Main Modifications
Appendix 2	Minor Modifications
Appendix 3	Housing Trajectory
Appendix 4	Infrastructure Schedule
Appendix 5	Equalities Impact Assessment
Appendix 6	Policies Maps
Appendix 7	Plan for Adoption
Appendix 8	Sustainability Appraisal Adoption Statement
Appendix 9	Local Plan Adoption Statement
Appendix 10	Inspector's Preliminary Advice Note (PC5)
<b>Background Papers</b>	
26 February 2018 Report to Council - Submission of the Partial Review of the Cherwell Local Plan 2011-2031 - Oxford's Unmet Housing Needs <a href="https://modgov.cherwell.gov.uk/ieListDocuments.aspx?CIId=114&amp;MIId=2837&amp;Ver=4">https://modgov.cherwell.gov.uk/ieListDocuments.aspx?CIId=114&amp;MIId=2837&amp;Ver=4</a>	
24 February 2020 Report to Council - Submission of Main Modifications <a href="https://modgov.cherwell.gov.uk/ieListDocuments.aspx?CIId=114&amp;MIId=3241&amp;Ver=4">https://modgov.cherwell.gov.uk/ieListDocuments.aspx?CIId=114&amp;MIId=3241&amp;Ver=4</a>	
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