

POLICY SCRUTINY COMMITTEE

Tuesday, 20 August 2019

6.00 pm

Committee Room 1, City Hall

Membership: Councillors Bill Bilton (Chair), Laura McWilliams (Vice-Chair), Alan Briggs, Jane Loffhagen, Hilton Spratt, Ralph Toofany and Pat Vaughan

Substitute member(s): Councillors Kathleen Brothwell and Gary Hewson

Officers attending: Kate Bell, Democratic Services, Legal Services and Ian Wicks

A G E N D A

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1. Confirmation of Minutes - 18 June 2019	3 - 6
2. Declarations of Interest	
Please note that, in accordance with the Members' Code of Conduct, when declaring interests members must disclose the existence and nature of the interest, and whether it is a disclosable pecuniary interest (DPI) or personal and/or pecuniary.	
3. Acquisition Policy Addendum	7 - 60
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5. Health Scrutiny Update	Verbal Report
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Present: Councillor Bill Bilton (*in the Chair*),
Councillor Laura McWilliams, Councillor Alan Briggs,
Councillor Ralph Toofany, Councillor Pat Vaughan and
Councillor Jane Loffhagen

Apologies for Absence: Councillor Hilton Spratt

37. Confirmation of Minutes - 12 February 2019

RESOLVED that the minutes of the meeting held on 12 February 2019 be confirmed.

38. Declarations of Interest

No declarations of interest were received.

39. Community Infrastructure Levy Policy

Toby Forbes-Turner, Planning Policy Manager:

- a. presented an update on the Community Infrastructure Levy (CIL) since it was implemented on 5 February 2018 and provided options for discussion for the distribution of 'local' CIL monies collected.
- b. advised that since the implementation date a total of £31,826 had been collected from CIL receipts.
- c. advised that the majority of the CIL receipts would be used to contribute to agreed Central Lincolnshire Strategic Infrastructure priorities. For the remaining CIL receipts, for the City under the CIL regulations it was up to the City Council to decide how to distribute the funding to support the delivery of local infrastructure.
- d. gave the background of the report and highlighted the CIL charging schedule rates at paragraph 3.1 of the report.
- e. referred to paragraph 4 of the report and advised that of the £31,826 of CIL receipts collected £4,774 was available for distribution in the City.
- f. detailed the options for distribution of the local CIL monies:
 - Distribution via Neighbourhood Boards
 - Distribution across all Council Wards
 - Distribution to targeted areas in the City e.g. Sincil Bank
 - 'Bank' local CIL monies for a period of time e.g. 2-3 years until a more substantial pot was built up.
- g. referred to paragraph 4.7 of the report and advised that CIL would be reviewed in the next 12 -18 months.

h. invited members questions and comments

Question: If money was banked could it be called upon at any time?

Response: As long as it was spent within the local requirements, it could be called upon at any time.

Question: Could the 5% administration fee be increased?

Response: No, this was set by statute and was the maximum amount which could be charged

Nicola Collins, Senior Planning Enforcement Officer responded further: CLC had amalgamated the CIL function with the Section 106 function, it was largely administrative so it was dealt with by the internal resources and therefore the Council was not spending a lot of money on the procedure. It was not a significant financial burden.

Comment: To bank the money would seem a sensible option.

Question: Were there restrictions on the use of the money depending on the definition of the word 'infrastructure'?

Response: The definition was quite wide and as long as you could demonstrate compliance with the definition, it was within the scope of Local Authorities to come up with pragmatic approaches to the use of CIL.

Question: Would the CIL receipts be ring fenced?

Response: Yes, it would be ring-fenced in a different pot.

RESOLVED unanimously that the preferred option to 'bank' local CIL monies for a period of time e.g. 2-3 years until a more substantial pot was built up be recommended to Executive.

40. Health Scrutiny Update

The Chair reported specifically that the Trust has had more applications for nurse placements in Lincoln recently which was thought to be linked to the new Medical School.

Question: Did the Committee discuss the industrial action regarding the Health Visitors? As there were concerns about the Health Visitor service in Lincoln.

Response: No, it was not covered at that meeting however the Chair would consider raising this issue with the Lincolnshire County Council.

RESOLVED that the update be noted.

41. Policy Scrutiny Work Programme 2019-20 and Executive Work Programme Update

The Legal & Democratic Services Manager:

a. presented the report 'Policy Scrutiny Work Programme 2019-2020 and Executive Work Programme Update'

b. presented the Executive Work Programme June 2019- May 2020

- c. requested councillors submit items that they wished to scrutinise from the Executive Work Programme and policies of interest.
- d. invited members questions and comments.

Members suggested that a report on parking on grass verges/fields be explored as it was a concern of Councillors and residents. It was agreed that this would be considered by the Legal & Democratic Services Manager with relevant Officers and reported back to the Committee at the next meeting.

RESOLVED that:

1. the Policy Scrutiny Work Programme be noted.
2. the Executive Work Programme be noted.

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SUBJECT: ACQUISITION POLICY ADDENDUM

DIRECTORATE: HOUSING AND INVESTMENT

REPORT AUTHOR: KATE BELL, HOUSING STRATEGY OFFICER

1. Purpose of Report

- 1.1 Since the implementation of the Council's Acquisition Policy in June 2019, it has become apparent that a more streamlined process for the acquisition of private dwellings which are not former local authority dwellings, but are of strategic importance to the Council, is required. In addition, now the Policy is in use, minor changes to the acquisition process are required, prior to submission to Executive on 23 September 2019, this report seeks PSC's views on the proposed amendments.

2. Background

- 2.1 The Acquisition Policy was approved on the 28th May 2019 and became policy in June 2019. To date the policy has facilitated the purchase of six former council dwellings under delegated authority, with a further eight former council dwellings progressing through conveyancing. Subject to a few minor modifications, the process of purchasing former council dwellings is working well, however, it has become apparent that a more streamlined approach is required to buy dwellings which have never been part of the Council's housing stock, yet would meet a strategic housing need. At present this requires a business case for individual properties to be presented to the Council's Executive for approval unless an urgent decision is required in which case Executive delegations are in place to the 'virtual' Asset Management Group. This process can be prohibitive as potential purchases can be lost due to the additional time required.

3. Proposed Amendments to Section 3 and Section 4 of the Acquisition Policy

- 3.1 In order to streamline the process of acquiring dwellings which have never been part of the Council's housing stock, it is proposed that these acquisitions are made in-line with the existing approach of acquiring former council dwellings. In addition, minor amendments to the process are proposed. All proposed changes are set out below.

Section 3 Criteria for Acquisition of former council homes and other individual dwellings to meet strategic need.

The following process for the acquisition of individual private properties, including former council homes will be adopted:-

- The Housing Strategy Team (HS) undertake property searches to identify potential acquisitions and consider properties through the Right of Return

process.

- HS organise and coordinate a joint viewing inspections with the Housing Repair Service and for properties identified as suitable for acquisition property services are instructed to provide a valuation.
- HS assess the valuation and repair costs and if considered value for money will make an offer subject to contract of an amount no more than the valuation. On acceptance of the offer HS prepare a business case which include the valuation, acceptance offer, estimated repair cost, rent and Stamp Duty Land Tax. The business case will be assessed by Finance as to its viability.
- Following the assessment by Finance approval from the Chief Finance Officer is required to proceed with the acquisition under delegated authority, final approval for the acquisition is made by the Director of Housing under delegated authority. Once all approvals are in place Legal Services are instructed by HS to undertake the conveyancing.
- On completion of the acquisition becomes part of the Council's stock and void works are undertaken to enable the property to be let.

3.2 Section 3 of the Acquisition Policy lists all factors to be considered by HS when identifying a property, an amendment to the list has been made to clarify that with the exception of former council flats, all properties acquired by the Council will be freehold.

3.3 With the proviso that the acquisition of all individual dwellings falls under Section 3 of the Policy, Section 4 is proposed to be amended as set out below:-

Section 4 Criteria for the purchase of all other acquisitions ~~and private~~ housing

A business case for all acquisitions, other than covered by Section 3, this includes properties for demolition, properties to be remodelled as supported housing, properties bought off-plan or as a group of acquisitions and development land, but is not exhaustive and all proposals will need to be presented to Executive for approval unless an urgent decision is required in which case Executive delegations are in place to the 'virtual' Asset Management Group.

4. Recommendation

To consider and approve the proposed minor policy and process amendments to the Acquisition Policy marked in red prior to Executive.

Is this a key decision? No

Do the exempt information categories apply?

Does Rule 15 of the Scrutiny Procedure Rules (call-in and urgency) apply? Yes

How many appendices does the report contain?

List of Background Papers: None

Lead Officer: Kate Bell, Housing Strategy Officer
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City of Lincoln Council ACQUISITION POLICY

June 2019

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1. Introduction

The City of Lincoln Council Acquisition Policy applies to the council's acquisition of land, development sites, residential properties, former council and empty homes acquired using Right to Buy receipts to increase the supply of affordable homes and to bring more empty homes back into use.

2. Use of capital receipts acquired through Right to Buy

Under the latest Right to Buy (RTB) regulations owners of former council homes purchased under RTB regulations must, if they wish to re sell their property within ten years of their initial purchase, offer it to their former landlord (the council), or another social landlord. Should the sale take place within the first 5 years of their ownership they must also repay a percentage of the RTB discount they have received on the purchase of the property.

Local Authorities have the ability to reinvest Right to Buy (RtB) receipts within Retention Agreements (so-called 1-4-1 capital receipt agreements) for a period of 3 years. RtB receipts can be used for 30% of the capital costs of purchase and repair of a property or new build on the basis that they provide a one for one replacement for affordable housing (as defined by section 68 (1)(a) of the Housing and Regeneration Act 2008.)

In recent years there has been an increase in the number of properties sold by the council through Right to Buy as shown in the following table.

Year	Total no of Sales	Projected sales in the Self-financing Agreement	Additional sales which give a useable receipt
17/18	67	21	46
16/17	62	20	42
15/16	53	20	33
14/15	35	19	16
13/14	32	17	15
12/13	24	15	9

As a result of the increase in sales of council homes there will be an additional pressure on the council to spend RtB retained capital receipts for the purposes of replacing social housing. Any underspend of retained capital receipts will have to be returned to the Secretary of State with interest of 4% above the base rate on a day to day basis compounded with three monthly rests.

It should be noted that following a consultation from the Ministry of Housing, Communities and Local Government on the rules of Right to Buy and use of receipts in August 2018 we are currently awaiting the Government's announcement regarding any amendments made pursuant to section 11(6) of the Local Government Act 2003. Any changes to the Act in relation to use of RtB retained capital receipts agreement will require amendments to this policy.

3. **Criteria for Acquisition of former council homes and other individual dwellings to meet strategic need.**

It is proposed that former council properties that are offered back to the council for purchase or **former council and privately owned properties** for sale on the open market will be assessed and a business case prepared with a recommendation to either purchase or reject the property. We will aim to purchase up to 10 properties per annum from the council's RtB retained capital receipts fund. Properties can be purchased through the Right of Return process or through proactive engagement with local estate agents to identify properties.

The decision to purchase properties will be dependent on a business case and considered on a property by property basis which would be determined by the following factors:

- There is a specific housing need for the type, size and location of the property that is being offered, in accordance with the council's housing register.
- A property is considered of strategic importance, for example individual units within a council owned block or located within the council's defined regeneration area.
- The decision to purchase individual properties funded by retained capital receipts will be considered alongside any planned or potential purchase of larger sites/properties.
- Larger sites/properties will be prioritised over individual properties if at any time there is a limit on the availability of the council's retained capital receipts.
- The purchase price and refurbishment costs will be met by 30% of the RtB receipts and 70% through prudential borrowing or resources within the Housing Investment Programme, whichever is determined most financially prudent at the time of purchase.
- The non-availability of any RtB receipts will, however, not restrict the purchase of individual properties if there is still a business case to support the acquisition.
- The viability of the purchase, refurbishment and borrowing costs will be assessed against rent levels as set out in the council's rent policy to ensure that all purchased properties are self-funded and do not exceed the ceiling price.
- The property is purchased with vacant possession **and with the exception of former council flats, properties will be freehold.**
- Each party will bear the costs of their own legal and valuation fees.

The following process for the acquisition of individual private properties, including former council homes will be adopted:-

- **The Housing Strategy Team (HS) undertake property searches to identify potential acquisitions and consider properties through the Right of Return process.**
- **HS organise and coordinate a joint viewing inspections with the Housing Repair Service and for properties identified as suitable for acquisition property services are instructed to provide a valuation.**
- **HS assess the valuation and repair costs and if considered value for money will make an offer subject to contract of an amount no more than the valuation. On acceptance of the offer HS prepare a business case which include the valuation, acceptance offer, estimated repair cost, rent and Stamp Duty Land Tax. The business case will be assessed by Finance as to its viability.**
- **Following the assessment by Finance approval from the Chief Finance Officer is required to proceed with the acquisition under delegated authority, final approval for the acquisition is made by the Director of Housing under delegated authority. Once all**

approvals are in place Legal Services are instructed by HS to undertake the conveyancing.

- On completion of the acquisition becomes part of the Council's stock and void works are undertaken to enable the property to be let.

4. Criteria for the purchase of all other acquisitions and ~~private housing~~

The council are on occasions approached directly by landowners/property owners offering to sell vacant or recently developed housing sites ~~or individual private properties~~. It is proposed that residential sites offered to the council for sale directly or that become available on the open market are assessed to determine if they meet the council's strategic priorities and a defined local housing need.

The decision to purchase sites will be dependent on a business case and considered on a site by site basis which would be determined by the following factors:

- Acquisitions will include properties for demolition, properties to be remodelled as supported housing, properties bought off-plan or as a group of acquisitions and development land. This is not an exhaustive list of properties or sites.
- Due to the financial costs and resources required by the council to purchase land/properties, larger sites will be prioritised over individual properties if resources are limited at any time.
- The viability of the purchase, new build/refurbishment and borrowing costs will be assessed against rent levels as set out in the council's rent policy to ensure that all development/developed sites/private properties are self-funded.
- Housing need will be based on the evidence from the latest Strategic Housing Market Assessment.
- The council will undertake land valuations (to be appointed internally or externally depending on the expertise/capacity available at the time) and ground surveys where necessary when considering any purchase of land sites.
- The purchase price and refurbishment costs will, in the first instance, be met by 30% RtB receipts with the balance of 70% through prudential borrowing or resources within the Housing Investment Programme. The non-availability of any RtB receipts will, however, not restrict the purchase of individual properties if there is still a business case to support the purchase.
- Where RtB receipts are used to purchase sites there is a specific housing need in location that is being offered, in accordance with the council's housing register.
- Where a site is purchased with existing housing the properties are sold with vacant possession.
- Each party will bear the costs of their own legal and valuation fees.

A business case for all sites identified for purchase by the council will need to be presented to Executive for approval unless an urgent decision is required in which case Executive delegations are in place to the 'virtual' Asset Management Group.

3. City of Lincoln Council Right to Buy Replacement Grant Scheme.

The use of retained capital receipts can be utilised for RtB replacement of a range of affordable housing products. RtB receipts can be transferred to Registered Housing Providers (RPs) to provide 30% of funding to deliver affordable housing within Lincoln.

To increase the number of empty homes brought back into use and further increase the supply of new build affordable housing the council will introduce a capital grants programme using RtB capital receipts which otherwise would be returned to the Treasury with interest if not spent within 3 years.

5.1 Grant Fund Criteria

The criteria for the grant scheme will be set out to meet the Government's funding rules and will include the following:-

- The council will require RPs to enter into a nomination agreement active for a period of 60 years from the practical completion date in relation to 100% of all new lettings and 75% of subsequent lettings of the homes delivered.
- The grant funding element from the council, or any other public body, cannot exceed 30% of the total amount invested in the capital delivery of the project.
- Funding from the Right to Buy Replacement Programme Grant Fund cannot be used in combination with funding from Homes England. However a split development site with more than one project could qualify so long as funds from the council and Homes England are not invested in delivering the same project.
- Payment of grant will be at pre-agreed stages which will form part of the grant agreement with the council.
- Strict time limits will apply to the delivery of the project and funding claims in accordance with Government funding rules for the RTB funding.
- The RP will be required to submit regular monitoring delivery reports at the end of each quarter relating specifically to:-
 - starts on site;
 - spend on each individual project
 - key programme milestones

The grant will cover the following heads of expenditure:-

Acquisition

- Purchase price of land/site
- Stamp duty land tax on the purchase price of the land/site

Works

- Main contract costs (excluding any costs defined as on costs)

- Major site development works (where applicable). These include piling, soil stabilisation, road/sewer construction, major demolition
- Statutory agreements, associated bonds and party wall agreements (including all fees and charges attributed to such works) where applicable.
- Additional costs associated with complying with archaeological works and party wall agreement awards (including fees charges and claims attributable to such works) where applicable
- Unrecoverable VAT on the above (where applicable)

On costs

- Legal fees and disbursements
- Net gains losses via interest charges on development period loans
- Building society or other valuation and administration fees
- Fees for building control and planning permission
- Fees and charges associated with compliance with European Union directives, and any requirements relating to energy requirements of dwellings, Eco-homes certification and Housing Quality Indicators.
- In-house or external consultant's fees disbursements and expenses (where the development contract is a design and build contract) see note 1 below
- Insurance premiums including building warranty and building defects liability insurance (except contract insurance included in works cost)
- Contract performance bond premiums

Borrowing administration charges (including associated legal and valuation fees)

5.2 Grant Agreement for Right to Buy 1-4-1 Replacement Schemes

The council will assess an application for RTB grant funding based on the Right to Buy Replacement Programme Grant Fund Assessment Criteria and Scheme Requirements set out in full in appendix 2. Subject to the RP meeting the criteria the council will issue a Grant Agreement for Right to Buy Replacement Schemes to be signed by the RP. A template of the grant agreement can be viewed in appendix 3.

5.3 Monitoring of the Grant fund

Once the grant has been awarded by the council the RP will be responsible for monitoring and reporting on delivery of the scheme to ensure that the RP is meeting the strict time limits that will apply to the delivery of the project and funding claims in accordance with Government RTB

funding rules. A template of the monitoring form for the council's right to buy replacement grant scheme is available in appendix 4.

Appendix 1

Business Case and Authorisation to Purchase Land/Property

Land / Property Reference	
Report by	
Date	
Report	
To cover the following:- <ul style="list-style-type: none"> • Valuation • Refurbishment required • Evidence Housing Need • Opportunities to improve SAP rating • Anticipated total costs, including works and fees • Proposed Offer Price 	
Finance	
141 money allocation - £ 70% match - £	
Recommendation	
[As per the attached policy which gives delegated authority to the DOH and DOR to proceed with purchases of ex council properties] To proceed with the purchase of property as follows:	
Portfolio Holder (Sign and Date)	
DHI (Sign and Date)	
AD S&I (Sign and Date)	
Finance (Sign and Date)	
Legal (Sign and Date)	

Appendix 2

Right to Buy Replacement Programme Grant Fund Assessment Criteria and Scheme Requirements

Information for Applicants

Both new build and refurbishment projects are eligible for funding. In compiling your application please take note of the following key points. In many instances these are essential to ensure compliance with Government funding rules. NB delivery timescales for projects are very important and must be adhered to in order to trigger grant payments:

- 1 The Council will require you to enter into a nomination agreement active for a period of 60 years from the Practical Completion Date in relation to 100% of all new lettings and 75% of subsequent lettings of the homes delivered.
- 2 The grant funding element from the Council, or any other public body, cannot exceed 30% of the total amount invested in the capital delivery of the project.
- 3 Funding from the Right to Buy Replacement Programme Grant Fund cannot be used in combination with funding from the Homes England. However a split development site with more than one project could qualify so long as funds from the Council and HE are not invested in delivering the same project.
- 4 Payment of grant will be at pre-agreed stages which will form part of your grant agreement with the Council.
- 5 Funds can be spent on new build property or on the refurbishment of a property. Refurbished property must not be social housing properties at the time of the expenditure. All projects must take place within City of Lincoln Council Boundary.
- 6 Strict time limits will apply to the delivery of the project and funding claims in accordance with Government funding rules for the RTB funding.
- 7 Your organisation will be required to submit regular monitoring delivery reports at the end of each quarter relating specifically to:-
 - starts on site;
 - spend on each individual project
 - key programme milestones
- 8 As a minimum your organisation must agree to provide financial records/accounts and any other records requested relating to each project quarterly unless otherwise agreed. Claims should be supported by evidence of spend having been incurred (for example copy invoices). The Council's external Auditors may need to inspect your organisations financial accounts relating to the project(s) in order that the Council complies with the Government Capital Receipts Pooling requirements and the subsequent audit requirements.

- 9 Planning application progress: whilst we do not require planning to be submitted progress toward planning application submission/planning approval is important and therefore your application should clearly describe where you are in respect to the planning application process including pre app discussions and any key planning issues.

Eligible expenditure

The amount spent on social housing includes the following:

- a) Development costs associated with the acquisition of dwellings to be used as social housing;
- b) Development costs associated with the acquisition of land for the construction of dwellings to be used as social housing;
- c) Development costs of construction of dwellings to be used as social housing.

Development costs mean the costs relating to the development of social housing in respect to the heads of expenditure set out below:

Heads of expenditure

Acquisition

- Purchase price of land/site
- Stamp duty land tax on the purchase price of the land/site

Works

- Main contract costs (excluding any costs defined as on costs)
- Major site development works (where applicable). These include piling, soil stabilisation, road/sewer construction, major demolition
- Statutory agreements, associated bonds and party wall agreements (including all fees and charges attributed to such works) where applicable.
- Additional costs associated with complying with archaeological works and party wall agreement awards (including fees charges and claims attributable to such works) where applicable
- Unrecoverable VAT on the above (where applicable)

On costs

- Legal fees and disbursements

- Net gains losses via interest charges on development period loans
- Building society or other valuation and administration fees
- Fees for building control and planning permission
- Fees and charges associated with compliance with European Union directives, and any requirements relating to energy requirements of dwellings, Eco-homes certification and Housing Quality Indicators.
- In-house or external consultant's fees disbursements and expenses (where the development contract is a design and build contract) see note 1 below
- Insurance premiums including building warranty and building defects liability insurance (except contract insurance included in works cost)
- Contract performance bond premiums
- Borrowing administration charges (including associated legal and valuation fees)
- An appropriate proportion of the development and administration costs of the Authority or the body in receipt of funding from the Authority
- Irrecoverable VAT on the above

Note 1

Where the development contract is a design and build contract the on-costs are deemed to include the builders design fee element of the contract sum. The amount included by the builder for the design fees should be deducted from the works cost element referred to above, as should other non-works costs that may be submitted by the builder such as fees for building and planning permission, building warranty, defects liability insurance, contract performance bond and energy rating of dwellings.

Note 2

Some items will not qualify as development costs unless the Authority can clearly demonstrate that such costs are properly chargeable to the social housing, i.e. for the sole use of residents or to comply with any statutory obligations that may have been imposed.

Examples of these are:

- Works to roads which do not exclusively serve the social housing
- Landscaping to areas of land which lie outside the boundaries of the land on which the social housing site is located.
- District heating systems
- Trunk sewers and sewage disposal works

- Special refuse treatment buildings
- Public conveniences
- Community halls, club rooms, reception rooms

Note 3

Subject to the above where any cost incurred or to be incurred by the Authority or a body in receipt of funding from the Authority is common to both the development of the social housing and to any other activity, asset or property of the Authority or a body in receipt of funding from the Authority only such part of that cost as is attributable to the development of the social housing may be treated as a cost in which the retained amount may be paid.

Note 4

Approval process - where an application is received for a funding request of under £500k the Chief Financial Officer Director of Housing and Investment will approve and authorise the release of this funding from the Right to Buy Replacement Programme. Approvals for this can take up to one month. Where the funding request is over £500k the decision will have to be approved by the Executive Board. Approvals for this can take up to three months.

Key Assessment criteria

Timescales: Strict timescales apply to spend of RTB funding and therefore delivery within agreed timescales is essential. (The grant agreement will specify dates for drawdown of funding and expenditure).

Value for Money: Your organisation will be expected to demonstrate that all reasonable steps have been taken to ensure best consideration and value for money. A development appraisal may be required if your project is selected at the Expression of Interest stage to go forward to a full application – the level of match funding required – development offer e.g. additional benefits that the project will deliver for the community.

Affordability: The Council has a preference for the properties to be let at a social rent.

Deliverability: Confirmation of funding availability and strength of project partnership and organisational record of delivery will be essential to the award. Other evidence to demonstrate the scheme is deliverable such as land availability/ownership will also be considered. Similarly the planning status of the scheme will be an important consideration for the allocation of grant.

Quality standards: The Council is committed to promoting excellence in respect of design quality, space standards and environmental efficiency. As a minimum all schemes will be expected to meet the Lincoln Standard..

Alignment with Council Priorities: Including Empty Homes Strategy, Housing Strategy affordable housing priorities, housing demand data.

Learning, Training and Employment: Schemes should demonstrate how they will ensure learning and training opportunities and how they will drive standards for apprenticeships and local labour opportunities.

Appendix 3

City of Lincoln Council Grant Agreement for Right to Buy 1-4-1 Replacement Schemes

THIS AGREEMENT is made the day of Two thousand and nineteen

BETWEEN:

- (1) **CITY OF LINCOLN COUNCIL** of City Hall, Beaumont Fee Lincoln LN1 1DD ("**the Council**") and
- (2) [] (**Company No.**) whose registered office is at **ADDRESS** [("**the Grant Recipient**")]

RECITALS:

- (1) By an agreement dated **12 June 2012 the** Secretary of State for Communities and Local Government has permitted the Council to retain capital receipts the provision of social housing
- (2) The Council has agreed to advance grant funding to the Grant Recipient to facilitate the delivery of new social housing in the Council's administrative area
- (3) The Council will have nomination rights in respect of the social housing constructed by the Grant Recipient
- (4) The Grant Recipient has submitted a bid to the Council for grant funding to assist the Grant Recipient in the acquisition and refurbishment of Properties for social housing
- (5) The grant funding provided under this Agreement is made in compliance with the requirements set out in the European Commission's Decision of 20 December 2011 concerning public service compensation granted for Services of General Economic Interest (2012/21/EU).

PRINCIPAL CLAUSES:

1. Definitions

In this Agreement unless the context otherwise requires:

"Actual Programme Costs" means in respect of the Refurbishment Programme the total amount of Eligible Programme Costs actually incurred by the Grant Recipient in acquiring and developing as such amount is warranted and certified by the Grant Recipient pursuant to the provisions of Schedule 1

"Affordable Rent" means a rent (inclusive of service charges) which does not exceed eighty per centum (80%) of the market rent for an equivalent property of the relevant size and location such rent to be assessed and set in accordance with the requirements of the Rent Standard or such other below market rent to be agreed from time to time by the parties

"Affordable Rent Unit" means a Social Housing Unit let or to be let at an Affordable Rent and not a Social Rent

"Agreed Principles" means the terms set out in Part 1 of Schedule 3

"Agreed Timescale" means:

in respect of the Start on Site Date, 28 days from the acquisition of the first Property in each Phase of the Refurbishment Programme; and

in respect of the Date of Practical Completion, within 6 months of the Start on Site Date of the last Property in each Phase of the Refurbishment Programme

"Consents" means all consents building regulation approvals and other necessary approvals and consents (under statute any lease or otherwise) and all other relevant statutory or regulatory requirements required to enable the Refurbishment Programme to be lawfully carried out and maintained

"Date of Practical Completion " means the date on which the Project Monitor notifies the Grant Recipient (such notification not to be unreasonably withheld or delayed) that they are satisfied acting reasonably that the Phase 1 and/or Phase 2 of the Refurbishment Programme is Practically Complete and has been completed within the Agreed Timescale

"the Refurbishment Programme" means the acquisition and refurbishment in accordance with the Refurbishment Standards of:

- (a) {} Properties in Phase 1 of the programme ("Phase 1")
- (b) {} Properties in Phase 2 of the programme ("Phase 2") for the purposes of letting the Properties on an assured short hold tenancy or a form of tenancy to be agreed in advance by the Council at an Affordable Rent or such other below market rent to be agreed from time to time by the parties

"Eligible Programme Costs" means those costs incurred by the Grant Recipient in carrying out the Refurbishment Programme as specified in Schedule 6 (calculated using generally acceptable accounting principles)

"Decent Homes Standard" means the standard described in sections 4 and 5 of the Department for Communities and Local Government's publication entitled "A Decent Home: Definition and guidance for implementation June 2006 Update";

"Encumbrance" means any mortgage charge pledge lien or other encumbrance

"Event of Default" means any of the events or circumstances set out in Schedule 4

"the Grant" means the Phase 1 Grant and the Phase 2 Grant totalling the maximum amount of grant payable to the Grant Recipient by the Council in accordance with the provisions of Schedule 1

"the Grant Recipient's Obligations" means the obligations of the Grant Recipient as set out in Schedule 3

"Insolvency Event" means the occurrence of any of the following in relation to the Grant Recipient:

- (a) it is unable or admits an inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties,

commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness

- (b) the value of its assets is less than its liabilities (taking into account contingent and prospective liabilities)
- (c) a moratorium is declared in respect of any indebtedness
- (d) any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise)
 - (ii) a composition, compromise, assignment or arrangement with any of its creditors
 - (iii) the appointment of a liquidator, receiver, administrator, compulsory manager or other similar officer
 - (iv) enforcement of any Security over any assets of the Grant Recipient
 - (v) any analogous procedure or step is taken in any jurisdiction

other than any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within ten (10) Business Days of commencement or
- (e) any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Grant Recipient which has a Material Adverse Effect in relation to the Programme

"the Key Personnel" means the personnel identified by the Council as being key personnel

"Longstop Date" means 24 months from the date of this Agreement PROVIDED always that the Council may in its absolute discretion (but without any obligation to do so) from time to time extend the Longstop Date by giving notice in writing to the Grant Recipient fixing a revised

Longstop Date and upon the giving of such notice any such revised Longstop Date shall be substituted for the date previously fixed hereunder]

"Material Adverse Effect" means the effect of any event or circumstance which is reasonably likely to be materially adverse to the ability of the Grant Recipient to deliver the Phase 1 and /or Phase 2 of the Refurbishment Programme on the basis agreed under this Agreement within the Agreed Timescales

"the Maximum Sum" means 30% of the Actual Programme Costs or the sum of (WORDS) s (£NUMBERS) whichever is the lesser sum.

"Phase 1 Grant" means £VALUE being the maximum amount of grant payable to the Grant Recipient by the Council during Phase 1 of the Refurbishment Programme in accordance with the provisions of Schedule 1

"Phase 2 Grant" means £VALUE being the maximum amount of grant payable to the Grant Recipient by the Council during Phase 2 of the Refurbishment Programme in accordance with the provisions of Schedule 1

"Potential Event of Default" means an event that with the giving of notice by the Council or lapse of time would become an Event of Default in accordance with Schedule 4

"Practical Completion" means that Phase 1 and /or Phase 2 of the Refurbishment Programme has been completed within the Agreed Timescale in accordance with Refurbishment Standards and the terms of this Agreement such that all the Properties within each Phase are fit for beneficial occupation as Social Housing Units, and Practically Complete shall be construed accordingly

"Properties" means the properties to be acquired by the Grant Recipient for refurbishment as Social Housing Units comprising NUMBER OF UNITS Affordable Rented Units or such other mix of Social Housing as the Council may from time to time agree in writing

"Public Sector Subsidy" means all funding or subsidy in relation to the Refurbishment Programme in money or money's worth (including the Grant) received or receivable by the Grant Recipient from public sector bodies (whether national or local) or bodies in receipt of lottery funds from the National Lottery Distribution Fund pursuant to the National Lotteries Acts 1993 and 1998 and any further funding by the Council provided under this Agreement

"the Project Monitor" means such person as the Council may from time to time notify to the Grant Recipient is to act as Project Monitor

"Refurbishment Standards" means the standards submitted to and agreed by the Council but which if no specific standards are agreed must as a minimum meet the Decent Homes Standard

"Regulator" means the HCA acting through the Regulation Committee established by it pursuant to Part 2 of the HRA 2008 or any similar future authority (including any statutory successor) carrying on substantially the same regulatory or supervisory functions

"Rent Standard" means any standard set by the Regulator (including any associated explanatory notes or guidance from time to time under Section 193 Housing and Regeneration Act 2008 pursuant to any then applicable Direction)

"Rent Standard Guidance" means the document of that name published by the Regulator in March 2012 (including any other guidance issued by the Regulator in relation to that document) as such document and/or associated guidance may be amended, updated or replaced from time to time

"Secure Legal Interest" means the Grant Recipient has in respect of the Properties:

- (a) freehold title registered with title absolute
- (b) leasehold title registered with title absolute where the lease has at least 60 years unexpired duration

"Security" means a mortgage charge pledge lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect (such as a sale or lease and leaseback a blocked account set off or similar arrangement)

"SGEI Decision" means the European Commission's Decision on Services of General Economic Interest dated 20 December 2011 (2012/21/EU)

"SGEI Decision Overpayment" means the extent to which Public Sector Subsidy (including the Grant) exceeds the maximum amount of aid under the SGEI Decision which may be provided without Unlawful State Aid arising

"Social Housing" has the meaning attributed to it in Section 68 of the Housing and Regeneration Act 2008

"Social Housing Unit" means a unit of Social Housing provided by the Grant Recipient that will be made permanently available to be let at an Affordable Rent

"Social Rent" means a rent calculated in accordance with the formula for calculating social rents set out in the Rent Standard Guidance

"Start on Site Date" means the date on which:

- (a) the Grant Recipient has taken possession of the Property and
- (b) the physical Works to the Property has commenced;

"State Aid" means aid granted by a member state of the European Union or through the resources of such a member state which distorts or threatens to distort competition by favouring a particular undertaking, in so far as such aid affects trade between European Union Member States

"Successful Completion" means Completion of the Refurbishment Programme within the Agreed Timescales

"Unlawful State Aid" means State Aid which has been granted in contravention of Article 107(1) Treaty of the Functioning of the European Union and which does not qualify for an exemption pursuant to any of the provisions of the Treaty of the Functioning of the European Union or any of its subsidiary instructions or legislation

"Value Added Tax" means any tax on value (other than Stamp Duty) or turnover (including Value Added Tax as defined by the Value Tax Act 1994) as shall be payable at the rate appropriate at the time of the relevant supply

"Works" means all of the works set out in Schedule 6 to this agreement and the refurbishment works required to bring the Properties up to the Refurbishment Standard such works to be agreed by the Parties in respect of each Property prior to the Start on Site Date

2. Interpretation

- 2.1 References to parties and other persons include their successors and permitted assigns except where the context otherwise requires
- 2.2 References to a clause or schedule are references to a clause of or a schedule to this Agreement unless otherwise provided. Clause and schedule headings are for ease of reference only
- 2.3 References to this or any other agreement or document or statute are references to them in force for the time being and as amended varied supplemented consolidated or re-enacted from time to time and include any schedules and annexes to such agreement or document and in the case of statutes any delegated legislation
- 2.4 In this Agreement "including" shall be construed so as not to limit the generality of any words or expressions in connection with which it is used
- 2.5 The schedules form part of this Agreement
- 2.6 The term 'Refurbishment Programme' include each and every Property therein

- 2.7 Words importing one gender include all other genders and the singular shall include the plural and vice versa

3. Purpose

- 3.1 The Council has agreed to make the Grant available to the Grant Recipient to provide the Refurbishment Programme subject to and in accordance with the terms and conditions of this Agreement.
- 3.2 Each party undertakes to co-operate with the other to facilitate the proper performance of this Agreement and the delivery of the Refurbishment Programme.

Payment of the Grant

- 4.1 Subject to the provisions of this Agreement the Council shall pay the Grant to the Grant Recipient in accordance with the provisions of Schedule 1
- 4.2 Unless the Council in its absolute discretion otherwise agrees the Council shall not be liable to pay the Grant or any part of the Grant at any time after the Longstop Date (as the same may be extended) or when:
- 4.2.1 an Event of Default has occurred and is continuing;
 - 4.2.2 the Council believes acting reasonably that an Event of Default is likely to occur as a result of the relevant payment or is imminent; or
 - 4.2.3 any of the representations and warranties contained in this Agreement would be incorrect in a material respect if it was then to be repeated
 - 4.2.4 the Council believes acting reasonably that the payment of the Grant would be Unlawful State Aid

5. The Grant Recipient's Obligations

The Grant Recipient agrees with the Council that it will observe and perform the Grant Recipient's Obligations throughout the duration of this Agreement

6. Effect of Events of Default

Where an Event of Default has occurred and is continuing and has not been remedied the Council may by notice in writing to the Grant Recipient:

- 6.1 suspend the payment of the Grant for such period as the Council in its absolute discretion may determine;
- 6.2 vary the Maximum Sum in which case the payment of the Grant shall thereafter (subject to the provisions of this Agreement and provided that no other Event of Default has occurred and is continuing) be made in accordance with the variation notified to the Grant Recipient; and
- 6.3 terminate this Agreement whereupon:
 - 6.3.1 the Council shall cease to be under any obligation to provide the Grant to the Grant Recipient under this Agreement;
 - 6.3.2 the Council may require the Grant Recipient to repay the whole or any part of the Grant previously paid to the Grant Recipient where the Grant Recipient has not been liable to pay and has not paid such whole or part of the Grant to a third party and it is irrecoverable and the Grant Recipient agrees that upon receipt of notice requiring repayment they shall repay the sums required within twenty eight days of receipt of such notice;

7. Repayment of the Grant

- 7.1 The Grant Recipient shall, unless the Council acting in its absolute discretion agrees otherwise, repay to the Council any part of the Grant paid to the Grant Recipient as a

result of an administrative error (whether by the Council the Grant Recipient or any other person). Any sums falling to be paid by the Grant Recipient to the Council under this Clause may be deducted from any further payments of any part of the Grant that the Council may be liable to pay to the Grant Recipient

- 7.2 If the Agreement Funding gives rise to an SGEI Decision Overpayment or otherwise constitutes Unlawful State Aid then the Council shall be entitled to recover from the Grant Recipient the amount of such SGEI Decision Overpayment and/or Unlawful State Aid together with such interest as it is required by law to recover and the Grant Recipient must pay such amount(s) within ten (10) Business Days of the Council requesting repayment

8. Notices

Any notice required to be given under this Agreement shall be in writing and shall be served:

- 8.1 as regards a notice to be served on the Council by personal delivery or by sending it by recorded postal delivery to the Council's City Solicitor at City Hall Beaumont Fee Lincoln LN1 1DD; or
- 8.2 as regards a notice to be served on the Grant Recipient by personal delivery or by sending it by recorded postal delivery to the Grant Recipient's Chief Executive at the address given in this Agreement

and shall (where sent by post) be deemed to have been served and received on the second working day following the day of posting and (where delivered personally) be deemed to have been given when received by the person to whom it is addressed

9. Value Added Tax

The payment of the Grant by the Council under this Agreement is believed to be outside the scope of Value Added Tax but if any Value Added Tax shall become chargeable all payment of the Grant or any part of the Grant shall be deemed to be inclusive of Value Added Tax and the Council shall not be obliged to pay any Value Added Tax over and above the amount of the Grant

10. Representations and Warranties

10.1 Without prejudice to any other term of this Agreement, the Grant Recipient:

10.1.1 expressly acknowledges the Agreed Principles and agrees to observe them and to be bound by them;

10.1.2 represents and warrants in the terms set out in Part 2 of Schedule 2` to the Council on the date hereof and on each day during the currency of this Agreement; and

3.1.3 acknowledges and agrees that the Council is relying on such representations and warranties and that each of such warranties and representations shall be separate and independent and, save as expressly provided to the contrary, shall not be limited by reference to any of them or by any other provisions of this Agreement.

11. Publicity

11.1 Subject to clause 11.2 below, the Grant Recipient shall not make or consent to the making of any public statement or announcement or engage in any promotional activity concerning this Agreement or any involvement of the Council concerning the Refurbishment Programme without the Council's prior consent

11.2 The Grant Recipient shall at all times during the carrying out of the Refurbishment Programme maintain on the Properties in a location to be agreed with the Council a sign

of a type and design approved by the Council indicating that the Refurbishment Programme has been funded by the Council

12. Indemnity

The Grant Recipient shall indemnify and keep indemnified the Council from and against all costs expenses actions charges claims damages proceedings and other liabilities sustained or incurred as a direct result of any Event of Default or Potential Event of Default caused by the Grant Recipient

13. General

- 13.1 Nothing in this Agreement shall constitute or create a partnership or joint venture between the Council and the Grant Recipient or constitute the Grant Recipient or its staff as agents of the Council for any purpose whatsoever and the Grant Recipient and its staff shall not in any circumstances hold itself or themselves out as such
- 13.2 Except where any agreement decision or determination to be made by the Council under or in connection with this Agreement is expressly qualified such agreement decision or determination by the Council shall be made by the Council in its sole and absolute discretion
- 13.3 Any consent approval waiver or agreement of the Council or any person acting on behalf of the Council pursuant to this Agreement shall not be deemed to be an acceptance by the Council of the correctness or suitability of the contents of the subject of the approval or consent
- 13.4 This Agreement shall be governed by the laws of England and Wales and the Council and the Grant Recipient irrevocably agree that any legal action or proceedings arising out of or relating to this Agreement may be brought and enforced in the courts of England and Wales and irrevocably submit to each jurisdiction

- 13.5 This Agreement may only be amended in writing duly executed by the Council and the Grant Recipient
- 13.6 If at any time any of the provisions of this Agreement become illegal invalid or unenforceable in any respect under any law or regulation of any jurisdiction in which they are to be performed the legality validity or enforceability of the remaining provisions of this Agreement shall not be in any way affected or impaired as a result and the Council and the Grant Recipient shall in good faith amend this Agreement to reflect as near as may be the spirit and intention behind such unenforceable provision or provisions so that the same may comply with the laws of that jurisdiction
- 13.7 No failure or delay on the part of the Council in exercising any right or power and no course of dealing between the Council and the Grant Recipient shall operate as a waiver nor shall any single or partial exercise of any right or power of the Council prevent any other or further exercise thereof or the exercise of any other right or power of the Council. The rights and remedies of the Council are cumulative and not exclusive of any other rights or remedies which the Council would otherwise have provided that the Council has in each instance acted in good faith
- 13.8 Nothing contained in or done under this Agreement and no consents given by the Council shall prejudice the Council's rights powers or duties and/or obligations in the exercise of its functions or under any statutes bye-laws instruments orders or regulations
- 13.9 Nothing in this Agreement nor in any other document shall impose any obligation or liability on the Council with respect to any actions of or obligations or liabilities assumed or incurred by the Grant Recipient or their agents contractors or employees whether under contract statute or otherwise

- 13.10 Any disputes or differences arising as between the Council and the Grant Recipient as to their respective rights duties or obligations or as to any other matter or thing arising out of or connected with the subject matter of this Agreement (other than as herein provided) shall be referred in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force to the determination of a single arbitrator to be agreed upon by the parties or failing agreement within seven days of a written request by one of the parties requesting such agreement then (upon the request of either of the parties) to a person nominated as arbitrator by the President for the time being of the Royal Institution of Chartered Surveyors.
- 13.11 For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Council's rights powers and obligations in the exercise of its functions as a local authority and the rights powers duties and obligations of the Council under all public and private statutes bye-laws orders and regulations may be as fully and effectually exercised in relation to the Properties and the Refurbishment Programme as if this Agreement had not been executed by them
- 13.12 The Grant Recipient may not assign or sub-contract any part of this Agreement without the consent of the Council (other than pursuant to security) and the Council may only assign or sub-contract it to a body which shall supersede the Council in dealing with the subject matter of this Agreement

14. Security

The Grant Recipient consents to the entry of an agreed notice against the Grant Recipient's title to the Property at the Land Registry

15. Nominations

On the date of this Agreement the Grant Recipient will enter into a nominations agreement in the form attached at Schedule 5.

16. Entire Agreement

This Agreement constitutes the entire understanding and agreement between the Council and the Grant Recipient as to the subject matter of this Agreement and save as expressly referred to or incorporated by reference supersedes all prior negotiations submissions or understanding between the Council and the Grant Recipient with respect to the subject matter

17. Fraud

The Grant Recipient must take all reasonable steps to prevent the risk of fraud to the Council. Where such steps reveal the possibility of fraud affecting the resources of the Council the Grant Recipient shall immediately inform the Council

18. Prevention of Bribery and Corruption

The Council shall be entitled to cancel this Agreement and to recover from the Grant Recipient the amount of any loss resulting from such cancellation if:

- 18.1 the Grant Recipient shall have offered or given or agreed to give to any person any gift or consideration of any kind inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to this Agreement or any other agreement with the Council;
- 18.2 the like acts shall have been done by any person employed by the Grant Recipient or acting on its behalf; or
- 18.3 in relation to any agreement with the Council the Grant Recipient or a person employed by them or acting on its behalf shall:

18.3.1 have committed any offence under the Bribery Act 2010; or

18.3.2 have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972

18.4 In exercising its rights or remedies under this Clause 18 the Council shall act in a reasonable and proportionate manner having regard to such matters as the gravity of and the identity of the person performing the relevant act

IN WITNESS whereof the parties hereto have executed this document as a deed the day and year first hereinbefore written

SCHEDULE 1

Procedures for the payment of the Grant

1 Reporting

- 1.1 Until Practical Completion or such later date as the Council shall require the Grant Recipient will deliver to the Project Monitor a written report ("the Report") each month following the date of this Agreement updating the Council on general progress in relation to the Refurbishment Programme including, but not limited to:
 - 1.1.1 details of Properties selected for acquisition
 - 1.1.2 exchanges of contract and completion of the purchases of selected Properties
 - 1.1.3 details of schedule of works and a detailed breakdown of the estimated cost of the refurbishment works for each Property
 - 1.1.4 expenditure incurred in relation to the Refurbishment Programme :
- 1.2 The Report shall be signed by one of the Key Personnel or such other person as the Council in its absolute discretion may agree
- 1.3 The Council reserves all its rights pursuant to this Agreement in relation to any material changes or anticipated changes to the Refurbishment Programme or any of the schedules to this Agreement that may be disclosed in the Report
- 1.4 The Report shall be in such form as the Council may reasonably require
- 1.5 The Grant Recipient shall deliver to the Project Monitor such information as the Council or the Project Monitor may reasonably require in support of the Report

2 Application for payment

2.1 Application for Payment of the Phase 1 Grant

- 2.1.1 An Application for Payment of 50% of the Phase 1 Grant shall be submitted to the Project Monitor by the Grant Recipient on the Phase 1 Start on Site Date confirming that the Start on Site Works have commenced. The Council will pay the grant monies within 28 days of the Application for Payment
- 2.1.2 The Grant Recipient may upon the Date of Practical Completion of the last Phase 1 Property submit a further application for payment in respect of Actual Programme Costs incurred during Phase 1 of the Refurbishment Programme up to a maximum of 50% of the Phase 1 Grant) together with the Report and

2.2 Application for Payment of the Phase 2 Grant

- 2.2.1 An Application for Payment of 50% of the Phase 2 Grant shall be submitted to the Project Monitor by the Grant Recipient on the Phase 2 Start on Site Date confirming that the Start on Site Works have commenced. Subject to 2.2.3 below the Council will pay the grant monies within [28] days of the Application for Payment
- 2.2.2 The Grant Recipient may upon the Date of Practical Completion of the last Phase 2 Property submit a further Application for Payment in respect of Actual Programme Costs incurred during Phase 2 of the Refurbishment Programme up to a maximum of 50% of the Phase 2 Grant together with the Report
- 2.2.3 It is hereby agreed by the Parties that the Council may not be obliged to make a payment of grant funding in respect of a Phase 2 Application for Payment unless all Properties in Phase 1 have achieved Practical Completion within the Agreed Timescale
- 2.3 The Application for Payment shall be signed by one of the Key Personnel or such other person as the Council (acting reasonably) may agree
- 2.4 The Application for Payment shall be made in such form as the Council may reasonably require

- 2.5 The Grant Recipient shall keep in one location the documentation required to verify the accuracy of the Application for Payment and shall permit the Council on giving reasonable notice and at reasonable times access to inspect such documentation
- 2.6 The Grant Recipient acknowledges that any delay in delivering the Report the Application for Payment or any information requested by the Council pursuant to this Schedule is likely to delay the payment of the Grant or any part of the Grant to the Grant Recipient
- 2.7 The Grant Recipient will if reasonably required by the Council or the Project Monitor meet with the Council or the Project Monitor in order to review verify and discuss the Report or the Application for Payment
- 2.8 The Grant Recipient will permit the Council and the Project Monitor access to the Property in order to inspect the Properties discuss the Report and/or the Application for Payment and shall if required (on reasonable notice) by the Council or the Project Monitor arrange for the Consultants or any of the Consultants required by the Council or the Project Monitor to be available at such inspection
- 2.9 The Grant Recipient shall deliver to the Council or the Project Monitor such information as the Council or the Project Monitor may reasonably require in support of the Application for Payment

3 Payment of the Grant

- 3.1 Without prejudice to the Council's rights to withhold the payment of the Grant under the terms of this Agreement the Council shall be under no obligation whatsoever to make a payment of the Grant or any part of the Grant until it is completely satisfied that such payment will be in relation to Actual Programme Costs in respect of the Refurbishment Programme

The Council shall pay the Grant to the Grant Recipient in instalments each instalment to be paid within twenty eight days of receipt of the Application for Payment PROVIDED THAT the total aggregate of all the payments made by the Council in respect of the Actual Programme Costs shall not in any event exceed the Maximum Sum

3.3 Unless the Council otherwise agrees the Council shall not be liable to pay the Grant or any part of the Grant:

3.3.1 unless the Application for Payment :

3.3.1.1 are made in the form reasonably required by the Council and are signed by one of the Key Personnel;

3.4.1.1 relate to Actual Programme Costs in relation to which the Grant Recipient has not submitted any other Application for Payment to the Council; and

3.4.1.2 includes to the reasonable satisfaction of the Council evidence that the expenditure to which the Application for Payment have been incurred and that payment is due from the Grant Recipient

3.3.2 if an Event of Default has occurred and is continuing or if the Council believes acting reasonably that an Event of Default is likely to occur as a result of payment pursuant to such Application or is imminent

3.3.3 if any of the representations and warranties contained in this Agreement would be incorrect in a material respect if then repeated by reference to the facts and circumstances then subsisting

3.3.5 if the Council is not satisfied acting reasonably that the relevant Phase of the Refurbishment Programme in relation to which the Application for Payment has been made has been satisfactorily completed

- 3.4 If the Council shall determine that any expenditure previously defrayed and the subject of a prior Application for Payment are not Actual Programme Costs or if at any time the Council has paid more than it is liable to pay under any provision of this Agreement the Council shall be entitled to deduct the amount properly stipulated by the Council as having been overpaid from any further payments of any part of the Grant
- 3.5 The Council is not under an obligation to consider any obligation to make a payment in respect of any Application for Payment made on or after a date which is 28 days prior to the Longstop Date

SCHEDULE 2

Acknowledgments Representations and Warranties

Part 1

Agreed Principles

- 1.1. The Grant is being made available by the Council on the express understanding that it is applied solely for the purposes of funding the Actual Programme Costs in respect of the Refurbishment Programme
- 1.2. The Public Sector Subsidy including the Grant in respect of Refurbishment Programme may not exceed an amount equal to 30% of the Actual Programme Costs incurred by the Grant Recipient in respect of the delivery the Refurbishment Programme;

Part 2

Representations and Warranties

1. The Grant Recipient is duly incorporated under the law of England and Wales and has the corporate power to own its assets and to carry on the business which it conducts or proposes to conduct.
2. The Grant Recipient has the power to enter into and to exercise its rights and perform the Grant Recipient's Obligations under this Agreement
3. The Grant Recipient is not subject and will not become subject to any other obligation, compliance with which will or is likely to, have a Material Adverse Effect in relation to the Refurbishment Programme.
4. The Grant Recipient's obligations under this Agreement constitute legal, valid and binding obligations, enforceable in accordance with its terms.
5. The execution, delivery and performance by The Grant Recipient of this Agreement do not:

- 5.1. insofar as it is aware contravene any applicable law or directive or any judgement, order or decree of any court having jurisdiction over it;
- 5.2. conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument to which it is a party or any licence or other authorisation to which it is subject or by which it or any of its property is bound; or
- 5.3. contravene or conflict with its memorandum and articles of association or rules (as applicable) from time to time.
6. All Consents required in connection with the execution delivery issue validity or enforceability of this Agreement have been obtained (or will be obtained before or when required) and (where obtained) have not been withdrawn
7. To the best of the Grant Recipient's knowledge, no claim is presently being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge, pending or threatened against it or any of its assets which will or might have a Material Adverse Effect in relation to the Refurbishment Programme.
8. To the best of the Grant Recipient's knowledge, no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator or similar officer in relation to any of its assets or revenues and without limitation no Insolvency Event has occurred in relation to it.
9. No person having any Security over the Properties or any other assets of the Grant Recipient has enforced or given notice of its intention to enforce such security.
10. It is not aware, after due enquiry, of anything which materially threatens the success or Successful Completion of the intention or purpose of this Agreement.
11. All information documents and accounts submitted by the Grant Recipient to the Council were true and accurate as at the date on which the same were supplied and that no change

has occurred since the date on which such information was supplied which renders the same untrue or misleading in any material respect (save as may have been disclosed or updated or corrected by other information supplied to the Council) and that save as so disclosed updated or corrected there has been no material adverse change in its undertaking assets operations or prospects since such information was provided.

12. The Grant Recipient has disclosed to the Council all information which it reasonably believes would influence the Council in awarding the Grant to it or the amount thereof.
13. The Grant Recipient is not aware after due enquiry of anything which materially threatens the success or Successful Completion of the Refurbishment Programme or makes it unlikely.
14. No Event of Default has occurred and is continuing and save as notified to the Council the Grant Recipient is not aware of any Potential Event of Default.
15. The Grant Recipient has a Secure Legal Interest in the Properties or will have acquired a secure Legal Interest at the date of Application for Payment in respect of any grant monies to be spent on Works at those Properties
16. The representations and warranties contained in this Schedule shall be deemed to be repeated whenever payment of the Grant or any part of the Grant is made with reference to the facts and circumstances then pertaining

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SCHEDULE 3

The Grant Recipient's Obligations

1 Consents

- 1.1 The Grant Recipient shall not carry out any work without having first obtained all necessary Consents for that work and in particular (but without prejudice to the generality of the foregoing) shall not carry out any work constituting development for which permission is required under the Town and Country Planning Act 1990 without detailed planning consent for that work having been obtained and if requested by the Project Monitor to produce to him such documents or copy documents as the Project Monitor may reasonably require to demonstrate satisfaction of its obligations under this paragraph
- 1.2 At all times throughout the Refurbishment Programme to comply with all Consents
- 1.3 The Grant Recipient shall apply for the Reserved Matters Approval within eight weeks of the Effective Date

2 Procurement

The Grant Recipient shall comply with all applicable Procurement legislation (including the Council's own procedure rules where notified to the Grant Recipient in writing) in connection with the procurement of any part of the Refurbishment Programme and promptly provide to the Council any information which the Council may reasonably require in order to satisfy itself that the Grant Recipient has done so

3 Indemnity

The Grant Recipient shall at all times fully and effectually indemnify the Council from and against any claims made against or losses incurred by the Council in connection with this Agreement including but not limited to any proceedings of any kind that may be suffered by the Council in connection with the payment of the Grant to the Grant Recipient

4 Practical Completion

- 4.1 The Grant Recipient shall give at least fourteen days' prior written notice to the Council of the date when they anticipate that the Date of Practical Completion of the Refurbishment Programme will occur
- 4.2 Immediately following the issue by its architect of a certificate of practical completion of the Refurbishment Programme (or any part of the Refurbishment Programme) the Grant Recipient shall furnish a copy thereof to the Council

5 Material alteration of the Refurbishment Programme

Not without the prior written consent of the Council to make any alterations or variations to the Refurbishment Programme

6 Dealings with this Agreement

Not to assign or transfer or otherwise dispose of the benefit of this Agreement other than pursuant to security

7 Notification by the Grant Recipient

The Grant Recipient shall notify the Council in writing:

- 7.1 as soon as practicable thereafter in the event of any material change in the information on costs (whether actual or estimated) of carrying out the Refurbishment Programme and the Project provided for the appraisal of the Grant or the arising of any event which materially affects the continued accuracy of such information
- 7.2 as soon as practicable thereafter in the event of any receipt by the Grant Recipient of any other Public Sector Subsidy or the offer of the same in respect of the Refurbishment Programme

- 7.3 as soon as practicable thereafter of any event which is reasonably likely to materially and adversely affect the carrying out and completion of the Refurbishment Programme
- 7.4 forthwith on becoming aware of the occurrence of an Event of Default or of a Potential Event of Default

8 Provision of information

The Grant Recipient shall provide the Council with such information as the Council may reasonably require in connection with the Refurbishment Programme or any permitted variations thereto from the Start Date to the date on which the Companies have fulfilled all of their obligations under this Agreement

9 Inspection and audit facilities

The Grant Recipient shall permit the Council or persons authorised by the Council (in each case on giving reasonable notice and at reasonable times) to inspect the Property and to inspect audit and take copies of all reports books accounting records and vouchers relating to the Refurbishment Programme which the Council (acting reasonably) considers relevant and in particular (but without prejudice to the generality of the foregoing and the rights and obligations of either party) to inspect any works before the issue of any certificate of partial or practical completion and the Grant Recipient shall ensure that there is due regard to any observations made by or on behalf of the Council in particular in respect of any items which are considered need to be done or remedied before the relevant certificate is issued Provided always that the Grant Recipient may exercise its professional judgement in a reasonable manner

10 Further assurance

At any time upon the written request of the Council the Grant Recipient shall promptly execute and deliver or procure the execution and delivery of any and all such further instruments and documents as may be reasonably necessary for the purpose of obtaining for the Council the full benefit of this Agreement and of the rights and powers herein granted

11 Good faith

The parties shall at all times act with good faith in their dealings with one another

12 Execution of the Refurbishment Programme

12.1 The Grant Recipient shall as soon as reasonably practicable procure the commencement and thereafter with all due expedition the carrying out and completion of the Refurbishment Programme in a good and workmanlike manner with good quality materials and substances of their respective kinds in accordance with all with the Consents and with due monitoring by the Grant Recipient of progress with a view to achieving Practical Completion within the Agreed Timescales

12.2 Following Practical Completion the Grant Recipient shall take all steps necessary to procure the remedy without delay of all defects in workmanship and materials which may then be found

13 Use of the Grant

The Grant Recipient will apply the Grant only for the carrying out of the Refurbishment Programme

14 No Borrowing etc.

14.1 The Grant Recipient will not without the Council's prior written consent (such consent not to be unreasonably withheld or delayed create or permit to subsist any Encumbrance on any of their interests assets or revenues (including in particular but without prejudice to the generality of the foregoing the Property)

15 Payment of Outgoings

The Grant Recipient shall pay and discharge all costs expenses and other amounts required to procure the due performance of its obligations under this Schedule including all amounts of Value Added Tax payable by the Grant Recipient

16 Meetings

The Grant Recipient shall give to the Project Monitor at least five days' prior written notice (or if this is not practicable as much notice as is possible) of any meeting where the Refurbishment Programme or any item pertaining to the Refurbishment Programme is to be discussed or is likely to be discussed and shall provide him with copies of the agenda for the meeting and copies of any papers to be discussed. A representative of the Council shall be permitted to attend any such meeting and participate in any discussions taking place (but not vote) and the Project Monitor shall be provided with copies of the minutes of all such meetings including any at which the Council is not represented

SCHEDULE 4

Events of Default

1 Insolvency

At any time:

- 1.1 an Insolvency Event has occurred in relation to the Grant Recipient; or
- 1.2 the Grant Recipient ceases to operate

2 Misuse of the Grant

The Grant Recipient applies the Grant other than in respect of the Refurbishment Programme and fails to repay the Grant within 30 days of a demand under paragraph 3.4 of Schedule 1

3 Breach of other obligations

At any time the Grant Recipient fails to perform and observe any obligation owed to the Council under this Agreement or under any deed or document supplemental to this Agreement or creating security pursuant to this Agreement and fails to remedy such failure within 30 days of notice from the Council requiring it to do so

Fraud

At any time the Grant Recipient has acted fraudulently in relation to this Agreement or the Refurbishment Programme

4 Material misrepresentation

At any time any representation or statement made by or on behalf of the Grant Recipient in this Agreement and/or the Grant Recipient's application for the Grant and/or in any document

referred to in or delivered under this Agreement is not true and accurate in any material respect when made or deemed repeated whether deliberately or not

5 Commencement and completion of the Works

The Refurbishment Programme has not been started and completed within the Agreed Timescales or such longer period (if any) as the Council at its absolute discretion may allow

7 Withdrawal etc. of Consents

Any Consent is withdrawn or revoked or expires or is modified or made subject to any condition which in the Council's opinion may materially or adversely affect the Grant Recipient's ability to perform and observe their obligations under this Agreement

8 Breach of Nominations Agreement

The provisions of the Nominations Agreement are not complied with

SCHEDULE 5

Eligible Programme Costs

The costs eligible for Grant funding under the terms of this Agreement are:

- a) the Programme costs associated with the acquisition of the Properties to be used as Social Housing
- b) the programme costs associated with the refurbishment of the Properties to the Refurbishment Standard]in respect of the heads of expenditure set out below

Heads of expenditure

1 Acquisition

1.1 Purchase price of the Properties

1.2 Stamp duty land tax on the purchase price of the Properties

2 Works

2.1 Such works as are notified in writing to and agreed by the Council in respect of each Property prior to the Start on Site Date for that Property

2.2 2.3 Statutory agreements, associated bonds and party wall agreements (including all fees and charges attributed to such works) where applicable.

2.4 Additional costs associated with complying with party wall agreement awards (including fees charges and claims attributable to such works) where applicable

2.5 Unrecoverable VAT on the above (where applicable).

3 On costs

3.1 Legal fees and disbursements

3.2 3.3 Building society or other valuation and administration fees

3.4 Fees for building control and planning permission 3.5 Fees and charges associated with compliance with European Union directives, and any requirements relating to energy requirements of dwellings, Eco-homes certification and Housing Quality Indicators.

3.

3.7 Insurance premiums including building warranty and building defects liability insurance (except contract insurance included in works cost).

3.8 Contract performance bond premiums

3.9 Borrowing administration charges (including associated legal and valuation fees).

3.10 An appropriate proportion of the administration costs of Grant Recipient

3.11 Irrecoverable VAT on the above.

SCHEDULE 6

PROPERTIES

[if addresses of properties known at the date of the agreement]

Executed as a deed by a
director, in the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

THE COMMON SEAL of **CITY OF LINCOLN COUNCIL**
was hereunto affixed in the presence of:-

Appendix 4

Right to Buy Replacement Programme Monitoring Table

Scheme Reference Number:		Period:	
Name of Organisation:			
Organisational Contact:			
Scheme inc. short description and unit numbers:			
Scheme Commencement Date:			
Development Period:			
Long Stop Date:			

Monitoring Report:

Please outline works completed within the current reporting period and expenditure occurred.
Please outline works to be completed within the next reporting period.
Where you have been unable to meet the terms of the agreement please detail:
1) Reasons for the delay 2) What actions have been undertaken to mitigate this. 3) Upcoming milestones

I confirm that this is an accurate record of the project funded by the Right to Buy Replacement Programme:

Name	
Position	
Signature	
Date	

SUBJECT: INTERIM AIR QUALITY ACTION PLAN FOR LINCOLN

DIRECTORATE: COMMUNITIES AND ENVIRONMENT

REPORT AUTHOR: IAN WICKS, POLLUTION CONTROL OFFICER

1. Purpose of Report

- 1.1 To enable the Policy and Scrutiny to review and comment on the proposed interim Air Quality Action Plan for Lincoln.

2. Executive Summary

- 2.1 The City of Lincoln Council currently has one declared Air Quality Management Areas (AQMA), which is in place due to non-compliance with the national annual mean air quality objective for nitrogen dioxide, a road traffic related pollutant.
- 2.2 Where a local authority has declared an AQMA, it has a duty to produce an air quality action plan (AQAP) aimed at improving pollution levels within the AQMA. The Council's current AQAP was produced in 2006 and requires updating to reflect the current air quality challenges within the city.
- 2.3 Due to the ongoing review of the Lincoln Transport Strategy (LTS) led by Lincolnshire County Council, it is proposed that an interim Air Quality Action Plan will be published detailing those measures that can be implemented, irrespective of the outcomes of the LTS review. It is further proposed that, once the review of the LTS is complete later this year, a full review of the city's AQAP will follow, which will seek to take advantage of opportunities afforded by the updated LTS.

3. Background

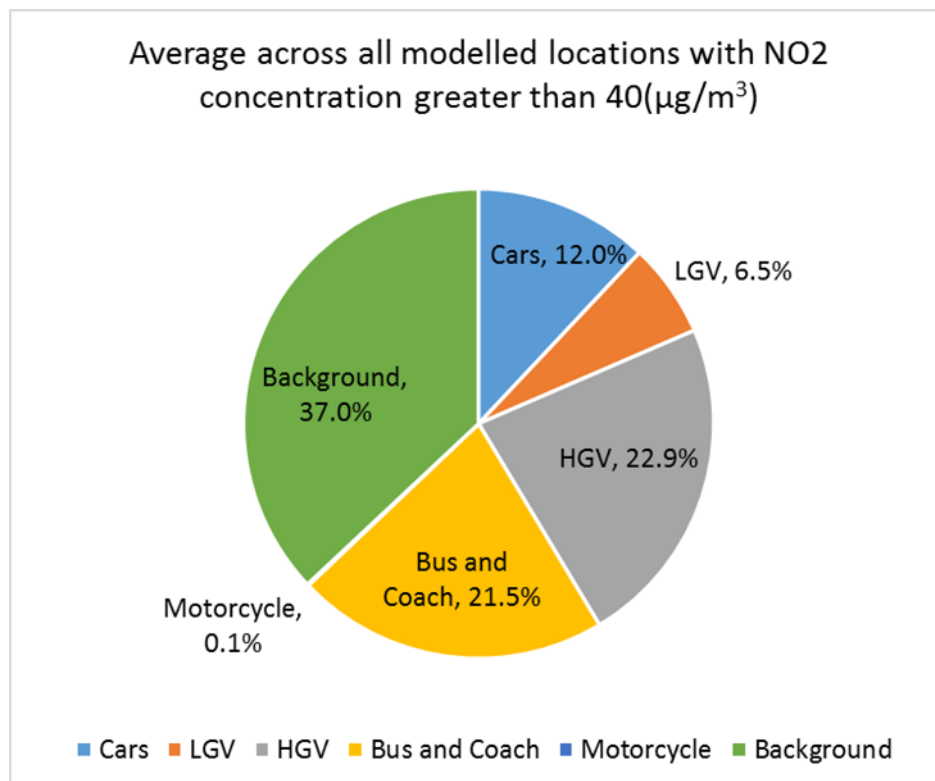
- 3.1 The Environment Act 1995 places a duty on the Council to regularly review air quality within the city against a number of national air quality objectives. The objectives are human health based standards, seeking to protect the most vulnerable in society, i.e. the very young, the elderly and those with pre-existing conditions. Locations adjacent to the city's busiest roads have been found to have pollution levels above the national annual mean objective for nitrogen dioxide (NO₂).
- 3.2 Where an exceedance of the objectives is found to be likely, the 1995 Act requires the local authority to declare an Air Quality Management Area covering, as a minimum, all those areas where the objective is likely to be breached.
- 3.3 The Council currently has one Air Quality Management Area relating to NO₂. This AQMA was originally declared in 2001 but was reduced in size in 2018 to reflect

improvements in air quality in many parts of the city. A map showing the existing NO₂ AQMA can be seen in Figure 1 of Appendix 1.

- 3.4 Where a local authority has declared an AQMA, it has a duty to produce an Air Quality Action Plan (AQAP) detailing measures that the Council and its partners (e.g. Lincolnshire County Council as Highways Authority) propose to implement with the aim of improving air quality within the AQMA.
- 3.5 The City Council's current AQAP was produced in 2006 and is, therefore, in need of updating to reflect the revision to the AQMA boundary and the current air quality challenges affecting the city.

4. Main Body of Report

- 4.1 A detailed modelling assessment of air quality was undertaken in 2018, to take account of recent changes in the road network, including the newly created East West Link Road and the Transport Hub, using updated traffic data from Lincolnshire County Council's revised road traffic model for Lincoln.
- 4.2 As part of the detailed modelling assessment, a source apportionment exercise was carried out to identify the principal pollution sources affecting air quality within the AQMA. This source apportionment exercise is an essential step in developing an Air Quality Action Plan as it enables the development of targeted improvement measures.
- 4.3 The source apportionment exercise identified that when considering the average NO₂ concentration at locations likely to exceed the annual air quality objective (i.e. concentrations greater than 40µg/m³), road traffic accounts for 63.0% of the total NO₂ levels. Of this total, it is estimated that HGVs account for 22.9% and buses and coaches account for 21.5%.



- 4.4 The results of the source apportionment exercise would, therefore, suggest that measures contained in any update of the Air Quality Action Plan should primarily seek to address road traffic contributions within the existing AQMA, with particular emphasis on reducing the contribution of HGVs and buses/coaches along the A15 as it passes through the centre of the city.
- 4.5 Due to the ongoing review of the Lincoln Transport Strategy (LTS), led by Lincolnshire County Council, it is expected that opportunities will arise to reduce transport related emissions throughout the city. However, until the outcomes of the LTS review are finalised, it is not known which road traffic related measures could feasibly be included in any Air Quality Action Plan.
- 4.6 In order to demonstrate the City Council's commitment to tackling air quality it is therefore proposed to adopt an interim Air Quality Action Plan, which concentrates on those improvement measures that can be implemented, irrespective of the outcomes of the LTS review. It is further proposed that once the review of the LTS is completed later this year, a full review of the city's AQAP will follow that seeks to take advantage of opportunities afforded by the updated transport strategy.
- 4.7 The key priorities of the interim Air Quality Action Plan therefore focus on both committed infrastructure schemes and measures that the City Council can implement directly and include:
- Priority 1 – Reduction in through traffic (*particularly in relation to HGVs*)
 - Priority 2 – Improvement in vehicle emissions regularly entering the AQMA (*e.g. the use of the taxi/private hire licensing regimes*)
 - Priority 3 – Manage development in a way that minimises any detrimental impact on the AQMA
 - Priority 4 – Improvements in the City Council's transport emissions (*e.g. adoption of a City Council travel plan and other measures to support a move away from single occupancy private vehicle use.*)
 - Priority 5 – Improvements in the City Council's non-transport related emissions (*e.g. reduction in domestic heating emissions and reductions through procurement practices*)
- 4.8 Due to the close association between air quality and climate change, the City Council's Low Carbon Task Force has provided a steering group role in terms of developing the interim Action Plan. It is intended that this group will also oversee the implementation and monitoring of the actions contained within the proposed interim Action Plan.
- 4.9 The proposed interim Action Plan, which is attached as Appendix 2, has also been subject to external consultation with statutory consultees and other external bodies, including:
- The Secretary of State

- The Environment Agency
- Lincolnshire County Council (as the highways authority)
- North Kesteven DC and West Lindsey DC (as neighbouring authorities)
- Lincoln BIG and Lincolnshire Chamber of Commerce

Responses to this consultation are included within the appendices of the proposed interim AQAP.

- 4.10 If the interim AQAP is adopted, the Council and its partners will aim to progress each of the measures within the timeframes set out in the Plan and will report progress on each of the measures back to the Council's Low Carbon Task Force (the steering group). Progress on implementation will be reported annually in the Council's local air quality annual status reports.

5. Strategic Priorities

5.1 Let's enhance our remarkable place Let's reduce inequality

The review and revision of the Council's existing Air Quality Action Plan is a key project detailed under this Vision 2020 priority.

The proposed measures contained within the Interim AQAP will assist in reducing emissions affecting the AQMA, and will contribute towards complying with the national air quality objectives.

Air pollution is recognised as being the largest environmental contributor to the burden of disease affecting the general population. Health impacts associated with air pollution include cardiovascular disease, lung cancer, respiratory disease, asthma and stroke. As such, any actions taken to reduce pollution levels within the city are likely to have a beneficial impact on the health of those living in and visiting the AQMA.

6. Organisational Impacts

6.1 Finance

The proposed measures contained within the AQAP do not result in any significant additional expenditure over and above any committed funding (e.g. housing stock boiler replacement programme).

6.2 Legal Implications including Procurement Rules

The Council has a legal duty under Part IV of the Environment Act 1995 to produce an Air Quality Action Plan. Adoption of the interim would therefore contribute towards the Council's compliance with this Act.

- 6.3 Equality, Diversity & Human Rights (including the outcome of the EA attached, if required) – None

The Public Sector Equality Duty means that the Council must consider all individuals when carrying out their day-to-day work, in shaping policy, delivering services and in relation to their own employees.

It requires that public bodies have due regard to the need to:

- Eliminate discrimination
- Advance equality of opportunity
- Foster good relations between different people when carrying out their activities

7. Risk Implications

- 7.1 (i) Options Explored

None – the requirement to produce an AQAP is a statutory duty.

- 7.2 (ii) Key risks associated with the preferred approach

There should be no significant risks associated with adopting the proposed interim Air Quality Action Plan.

Failure to have an adopted Action Plan in place would mean that the Council would not be complying with its duty under the Environment Act 1995.

In addition, the failure to implement the measures contained within the proposed interim AQAP, will potentially inhibit the Council's (and its partners) ability to improve air quality within the AQMA and reduce the associated burden on health.

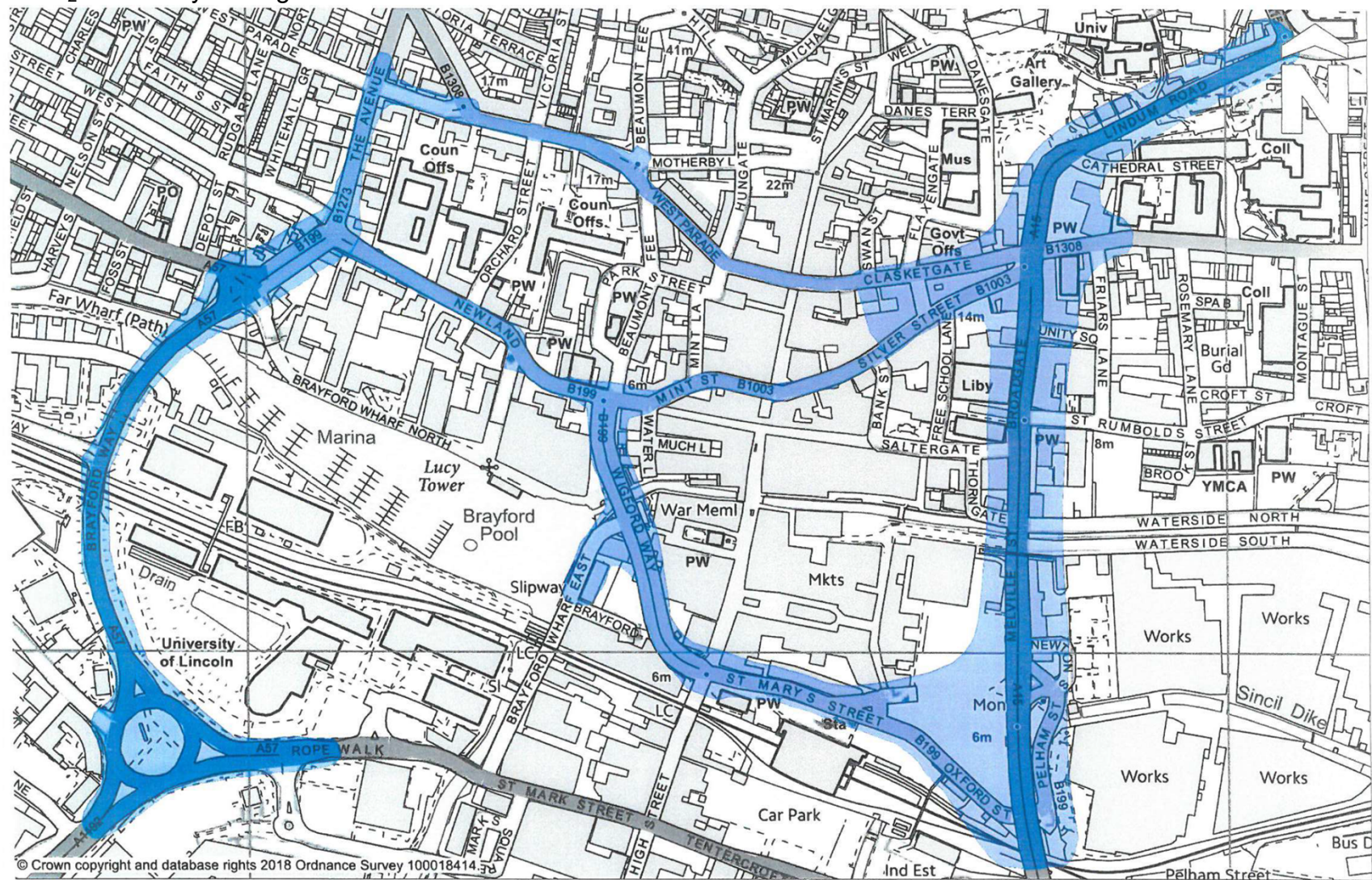
8. Recommendation

- 8.1 That the committee note the contents of the report and provide any comments prior to submission to Executive.

Is this a key decision?	No
Do the exempt information categories apply?	No
Does Rule 15 of the Scrutiny Procedure Rules (call-in and urgency) apply?	No
How many appendices does the report contain?	Two (Appendix 1 – AQMA Map Appendix 2 – Interim Air Quality Action plan)
List of Background Papers:	None
Lead Officer:	Ian Wicks, Pollution Control Officer Telephone (01522) 873794 Simon Colburn, Assistant Director (01522) 873241

Appendix 1 – AQMA Map

Figure 1 - NO₂ Air Quality Management Area



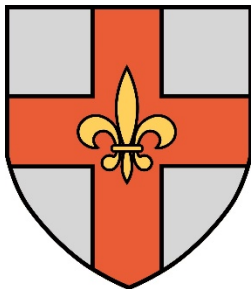
Map referred to in the City of Lincoln Council No 1 Air Quality Management Area (Amendment) Order 2018

Scale: 1:5000 at A4

Version 1: February 2018



Appendix 2 – Interim Air Quality Action Plan



CITY OF
Lincoln
COUNCIL

City of Lincoln Council Interim Air Quality Action Plan

In fulfilment of Part IV of the
Environment Act 1995
Local Air Quality Management

Date 2019

Local Authority Officer	Ian Wicks
Department	Directorate of Communities and Environment
Address	City Hall Beaumont Fee Lincoln LN1 1DF
Telephone	01522 881188
E-mail	environmental.health@lincoln.gov.uk
Report Reference number	CoLC Interim AQAP 2019
Date	June 2019

Executive Summary

This interim Air Quality Action Plan (AQAP) has been produced as part of our statutory duties required by the Local Air Quality Management framework. It outlines some of the actions we will take to improve air quality in Lincoln between 2019 and 2024. This Action Plan update is being issued as an interim document with a view to undertaking a further review of the Action Plan towards the end of 2019 to take account of the emerging Lincoln Transport Strategy (LTS) update, being led by Lincolnshire County Council.

The Action Plan updates the previous version of the plan issued in 2006. Projects implemented by the City Council, County Council and others that have contributed to the delivery of the 2006 action plan include:

- Development of the Transport Hub
- Using the planning regime to reduce impacts from development (e.g. by requiring the installation of electric vehicle recharge points)
- The Hirebike scheme set up through Access LN6 (now Access Lincoln)
- Traffic management schemes to reduce congestion around some of Lincoln's busier road junctions (e.g. Broadgate/Silver Street, Canwick Road/South Park) and rail crossings (development of the East-West Link Road)

Air pollution is associated with a number of adverse health impacts. It is recognised as a contributing factor in the onset of heart disease and cancer. Additionally, air pollution particularly affects the most vulnerable in society: children and older people, and those with heart and lung conditions. There is also often a strong correlation with equalities issues, because areas with poor air quality are also often the less affluent areas^{1,2}.

The annual health cost to society of the impacts of air pollution in the UK is estimated to be around £16 billion³. The City of Lincoln Council is committed to reducing the exposure of people in Lincoln to poor air quality in order to improve health.

¹ Environmental equity, air quality, socioeconomic status and respiratory health, 2010

² Air quality and social deprivation in the UK: an environmental inequalities analysis, 2006

³ Defra. Abatement cost guidance for valuing changes in air quality, May 2013

Due to the ongoing review of LTS, we have developed this interim plan to focus on measures that can be implemented irrespective of the LTS review outcomes. The proposed measures fall under the following broad topics:

- Policy guidance and development control
- Promoting low emission plant;
- Promoting low emission transport
- Promoting travel alternatives
- Traffic management
- Vehicle fleet efficiency

Our priorities include reducing the amount of HGVs passing through the city by supporting the implementation of the Lincoln Eastern Bypass; managing development in a way that minimises any detrimental air quality impact; and promoting more sustainable ways of travel.

In this AQAP we outline how we plan to effectively tackle air quality issues within our control. However, we recognise that there are a large number of air quality policy areas that are outside of our influence (such as vehicle emissions standards agreed in Europe), but for which we may have useful evidence, and so we will continue to work with regional and central government on policies and issues beyond the City of Lincoln Council's direct influence.

Responsibilities and Commitment

This AQAP was prepared by the Environmental Health (Pollution Control Team) of the City of Lincoln Council with the support of officers and members of the council's Low Carbon Task Force and officers from Lincolnshire County Council's local transport planning and strategic accessibility and growth teams.

This AQAP has been approved by:

<Details of Council committees who have approved the interim AQAP.

This AQAP will be subject to an annual review, appraisal of progress and reporting to the authority's Low Carbon Task Force and Policy Scrutiny Committee. Progress each year will be reported in the Annual Status Reports (ASRs) produced by the City of Lincoln Council, as part of our statutory Local Air Quality Management duties.

City of Lincoln Council

If you have any comments on this AQAP please send them to the Council's Environmental Health (Pollution Control) Team at:

City Hall, Beaumont Fee, Lincoln, LN1 1DF

Telephone: 01522 881188

Email: environmental.health@lincoln.gov.uk

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1 Introduction

This report outlines some of the actions that the City of Lincoln Council and its partners will seek to deliver between 2019 and 2024 in order to reduce concentrations of air pollutants and exposure to air pollution; thereby positively impacting on the health and quality of life of residents and visitors to the city. Further measures will be developed following the completion of the current review of the Lincoln Transport Strategy and will be added to the city's Air Quality Action Plan.

This interim AQAP has been developed in recognition of the legal requirement on the local authority to work towards Air Quality Strategy (AQS) objectives under Part IV of the Environment Act 1995 and relevant regulations made under that part and to meet the requirements of the Local Air Quality Management (LAQM) statutory process.

The Action Plan will normally be reviewed every five years at the latest and progress on measures set out within this Plan will be reported on annually within the City Council's air quality ASR.

2 Summary of Current Air Quality in City of Lincoln

Historically, there have been two Air Quality Management Areas (AQMAs) designated within the City of Lincoln; the Lincoln NO₂ AQMA was first designated in 2001 and revised in 2014 and covers the road network within the city centre and the major arterial routes, and the Lincoln PM₁₀ AQMA designated in 2008 which encompassed the entire city. Both AQMAs were associated with elevated road traffic emissions.

A Detailed Modelling Assessment finalised in March 2017 concluded that the existing NO₂ AQMA required amending with a new, smaller, boundary based around the city centre, and that the PM₁₀ AQMA should be revoked due to low monitored and modelled concentrations of this pollutant across the city. These recommendations were implemented in August 2018, with Orders being issued to formally amend the existing NO₂ AQMA and revoke the PM₁₀ AQMA in its entirety.

A further Detailed Modelling Assessment was undertaken in 2018, to take account of recent changes in the road network, including the newly created East West Link Road and the Transport Hub, using updated traffic data from Lincolnshire County Council's revised road traffic model for Lincoln. This assessment confirmed the need to retain the amended NO₂ AQMA and reiterated that the PM₁₀ objectives were being complied with throughout the city.

The City of Lincoln Council maintains an air quality monitoring network, utilising both continuous analysers and passive samplers to gather data on NO₂ and PM₁₀ levels within the city. Details of the monitoring and the current state of air quality within the city can be found in the Council's latest Annual Status Report, which can be viewed at <https://www.lincoln.gov.uk/resident/litter-public-land-and-flytipping/air-quality-and-pollution/>.

3 City of Lincoln Council's Air Quality Priorities

1.1 Public Health Context

Public Health England advise that air pollution is the largest environmental contributor to the burden of disease that can affect the general population. Health impacts associated with air pollution include cardiovascular disease, lung cancer, respiratory disease, asthma and stroke. Evidence suggests that these health impacts are felt disproportionately in the young, the elderly and those with existing conditions, as well as the most deprived within our communities.

The main risks are related to long-term exposure to particulate air pollution (PM_{2.5}) and nitrogen dioxide (NO₂). The evidence of the health impacts associated with elevated NO₂ has strengthened substantially in recent years. There is increasing evidence that links long-term exposure to NO₂ to mortality⁴.

It is estimated that, in the UK, the mortality burden of exposure to human-made air pollution has an annual effect equivalent to between 28,000 and 36,000 deaths a year. The annual health costs have been estimated, by Defra, to be in the region of £16 billion per year. As a comparison the health costs arising from obesity have been estimated to be around £10 billion per year.

1.2 Planning and Policy Context

The National Planning Policy Framework (NPPF)⁵ highlights the important role that land use planning has to play in improving and safeguarding the quality of the air we breathe.

Paragraph 170 of the NPPF confirms that *“planning policies and decisions should contribute to and enhance the natural and local environment”* and this should include *“preventing new and existing development from contributing to, being put at*

⁴ Committee on the Medical Effects of Air Pollutants (COMEAP) - Statement on the evidence for the effects of nitrogen dioxide on health. Available at <https://www.gov.uk/government/publications/nitrogen-dioxide-health-effects-of-exposure>

⁵ <https://www.gov.uk/government/publications/national-planning-policy-framework-2>

unacceptable risk from, or being adversely affected by, unacceptable levels of soil, air, water or noise pollution or land instability. Development should, wherever possible, help to improve local environmental conditions such as air and water quality, taking into account relevant information such as river basin management plans”.

Paragraph 181 goes on to state:

“Planning policies and decisions should sustain and contribute towards compliance with relevant limit values or national objectives for pollutants, taking into account the presence of Air Quality Management Areas and Clean Air Zones, and the cumulative impacts from individual sites in local areas. Opportunities to improve air quality or mitigate impacts should be identified, such as through traffic and travel management, and green infrastructure provision and enhancement. So far as possible these opportunities should be considered at the plan-making stage, to ensure a strategic approach and limit the need for issues to be reconsidered when determining individual applications. Planning decisions should ensure that any new development in Air Quality Management Areas and Clean Air Zones is consistent with the local air quality action plan.”

At a local level, the Central Lincolnshire Local Plan⁶, adopted in April 2017, sets out a vision and objectives for creating a prosperous, stronger and sustainable Central Lincolnshire. One of the stated overarching objectives of the Local Plan is:

“k. Pollution: To minimise pollution (air, noise and light) and improve air quality”.

Further to this, Policy LP26 (Design and Amenity) of the adopted Local Plan states:

“The amenities which all existing and future occupants of neighbouring land and buildings may reasonably expect to enjoy must not be unduly harmed by or as a result of development.

Proposals should demonstrate, where applicable and to a degree proportionate to the proposal, how the following matters have been considered, in relation to both the construction and life of the development:

⁶ <https://www.n-kesteven.gov.uk/central-lincolnshire/local-plan/>

...s. Adverse impact upon air quality from odour, fumes, smoke, dust and other sources.”

The Local Plan also supports, through a number of policies, the move towards sustainable modes of transport that will bring with them a beneficial impact on air quality.

The current Lincolnshire Local Transport Plan, LTP4⁷, and associated Lincoln Integrated Transport Strategy⁸ (LITS), recognise the importance of a sustainable transport strategy in achieving good air quality within the city. One of the stated objectives in the LITS, is:

“SO7: To improve overall air quality and noise levels within the study area, especially in the Air Quality Management Area in Lincoln, by the removal of unnecessary traffic by:

- Removing through traffic*
- Reducing local journeys by car*
- Other traffic management measures”*

The transport strategy for Lincoln is currently under review by Lincolnshire County Council and its partners with the view to issuing an updated strategy towards the end of 2019. With road traffic being the main contributor to exceedances within affected parts of the city (see 3.2 – Source Apportionment below), the outcomes of the revised LTS will clearly have the potential to significantly influence air quality within the AQMA and wider area.

The City of Lincoln Council is part of the East Midlands Air Quality Network, which is facilitated by Public Health England (East Midlands). Part of the work undertaken by EMAQN has been to produce a development guide⁹ that seeks to ensure that air quality and its associated health impacts are fully considered through the planning

⁷ <https://www.lincolnshire.gov.uk/transport-and-roads/strategy-and-policy/local-transport-plan/34380.article>

⁸ <https://www.lincolnshire.gov.uk/transport-and-roads/strategy-and-policy/lincoln-transport-strategy/81505.article>

⁹ East Midlands Air Quality Network 'Air Quality and Emissions Mitigation - Guidance for Developers (March 2019)'

process for new developments, including the cumulative impacts of the numerous small scale developments that may not have a significant impact on their own.

1.3 Source Apportionment

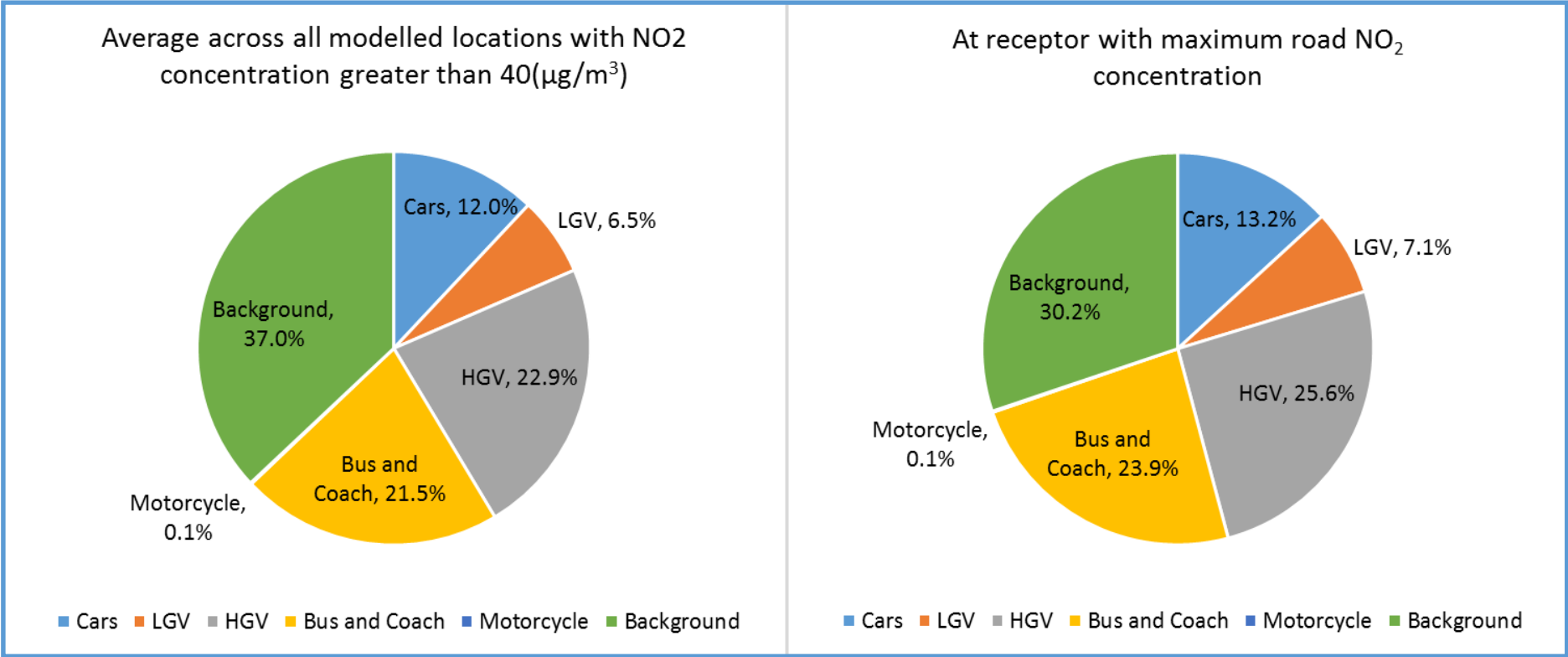
The AQAP measures presented in this report are intended to be targeted towards the predominant sources of emissions within the City of Lincoln Council's area.

A source apportionment exercise was carried out by the City Council as part of its most recent Detailed Modelling exercise in 2018. This identified that within the AQMA, the percentage source contributions were as detailed in Figure 3.1 below.

Figure 3.1 shows that when considering the average NO₂ concentration at locations with a NO₂ concentration greater than 40µg/m³, i.e. above the annual air quality objective, the road traffic contribution accounts for 63.0% of the total NO₂. Of this total, HGVs account for 22.9% and buses and coaches account for 21.5%.

At the receptor with the maximum modelled road NO₂ concentration, road traffic accounts for 69.8% of the overall NO₂, with HGVs apportioned for 25.6% and buses and coaches a further 23.9%.

Figure 3.1 – Detailed Source Apportionment of NO₂ Concentrations



1.4 Required Reduction in Emissions

The detailed modelling exercise undertaken in 2018 predicted that the worst case receptor location, based on 2017 data, was on Canwick Road close to the junction with South Park (this location falls outside the existing Air Quality Management Area). The predicted annual mean concentration of NO₂ for 2017 at this location was 50.8µg/m³. As such, a reduction in NO₂ of 10.8µg/m³ would be required to comply with the national air quality objective of 40µg/m³ at this worst case receptor. This equates to a reduction in road contribution NO_x emissions of 34% (or 27.3µg/m³)¹⁰.

(N.B. It should be noted that no monitoring data was available for this predicted worst case location in order to verify the model outputs at the time of the modelling exercise. The nearest monitoring location was the Canwick Road continuous NO₂ analyser, which forms part of Defra's Automatic Urban Rural Network, approximately 135 metres to the north. Data from this monitoring station for 2017, showed significantly lower levels of nitrogen dioxide than those modelled for the worst case receptor and were compliant with the air quality objectives. This may be an indication that the model is over predicting at the modelled worst case receptor, although the Canwick Road AURN site will potentially be less influenced by the major junction. In order to check the accuracy of the model output at the Canwick Road/South Park junction, monitoring is now being undertaken at this modelled worst case receptor location. Three months of data was obtained from the new monitoring location at the end of 2018. The raw data has been annualised and bias adjusted, in accordance with the methodology recommended in Defra's Technical Guidance Note (LAQM.TG(16)), and the adjusted results indicate that the levels at this modelled worst case location are comparable to those monitored at the nearby AURN site and, therefore, are significantly less than predicted by the model, as well as being compliant with the air quality objectives.)

The worst case location within the existing Air Quality Management Area where monitoring data is available for verification is on Broadgate, which requires a reduction

¹⁰ Calculated using the methodology detailed Box 7.6 of LAQM Technical Guidance (TG16)

in NO₂ of 5.3µg/m³ in order to comply with the national air quality objective of 40µg/m³. This equates to a reduction in road contribution NO_x emissions of 21% (or 13µg/m³)¹¹.

1.5 Key Priorities

As summarised in section 3.3 above, the source apportionment exercise undertaken as part of the Council's latest detailed assessment confirms that road traffic is the most significant source of NO₂ at the receptor locations currently identified as exceeding the annual mean air quality objective. Furthermore, the 2018 detailed assessment highlighted that HGVs and buses/coaches are responsible for around 70% of the total road traffic contribution at these locations.

As such, the focus of the improvement measures over the next five years should primarily seek to address road traffic contributions within the existing AQMA, with particular emphasis on reducing the contribution of HGVs and buses/coaches along the A15 as it passes through the centre of the city. Whilst the developing LTS will seek to deal with these issues on a wider scale, the key priorities within this interim Air Quality Action Plan focus on both committed infrastructure schemes and measures that the City Council can implement directly:

- Priority 1 – Reduction in through traffic (*particularly in relation to HGVs*)
- Priority 2 – Improvement in vehicle emissions regularly entering the AQMA (*e.g. the use of the taxi/private hire licensing regimes*)
- Priority 3 – Manage development in a way that minimises any detrimental impact on the AQMA
- Priority 4 – Improvements in the City Council's transport emissions (*e.g. adoption of a City Council travel plan and other measures to support a move away from single occupancy private vehicle use.*)
- Priority 5 – Improvements in the City Council's non-transport related emissions (*e.g. reduction in domestic heating emissions and reductions through procurement practices*)

It is likely that additional priority measures will be developed as the review of the Lincoln Transport Strategy develops and, where appropriate, these will be included in subsequent revision of this AQAP.

¹¹ Calculated using the methodology detailed Box 7.6 of LAQM Technical Guidance (TG16)

In addition to the above priorities, there are a number of other ongoing actions that are supported by the City Council, its partners and other stakeholders that are likely to have a beneficial impact on the city's air quality. These additional improvement measures are listed in Appendix B of this report.

2 Development and Implementation of the City of Lincoln Council's AQAP

2.1 Consultation and Stakeholder Engagement

In developing this interim AQAP, we have liaised with other local authorities, agencies and business groups to improve local air quality. Schedule 11 of the Environment Act 1995 requires local authorities to consult the bodies listed in Table 4.1.

The responses to our consultation stakeholder engagement are given in Appendix A.

Table 2.1 – Consultation Undertaken

Yes/No	Consultee
Yes	the Secretary of State
Yes	the Environment Agency
Yes	Lincolnshire County Council (the highways authority)
Yes	North Kesteven DC and West Lindsey DC (neighbouring local authorities)
Yes	bodies representing local business interests and other organisations as appropriate

2.2 Steering Group

As part of developing this Action Plan, a steering group was set up to explore the actions that could be implemented to improve air quality within the Council's Air Quality Management Area and the city as a whole. This steering group will also oversee the implementation and monitoring of the actions contained within this and future revisions of the Action Plan.

Due to the close association between air quality and climate change, the steering group role forms part of the City Council's Low Carbon Task Force's agenda.

This group is chaired by the council's Major Developments Director and consists of officers covering the following service areas:

- regeneration and major developments
- procurement
- fleet management
- development control
- facilities management
- environmental protection
- housing maintenance and investment
- planning policy

The group also has member involvement from the Portfolio Holder for Remarkable Place and the Sustainability Advocate.

3 AQAP Measures

Table 5.1 shows the City of Lincoln Council's AQAP measures. It contains:

- a list of the actions that form part of the plan
- the responsible organisations who will deliver this action
- expected benefit in terms of pollutant emission and/or concentration reduction
- the timescale for implementation
- how progress will be monitored

(NB: Please see future ASRs for regular annual updates on implementation of these measures.)

Appendix B also contains an extract from the City Council's 2018 Annual Status Report which details progress on implementing a number of measures that have previously been identified as having a beneficial impact on air quality within the city.

Table 3.1 – Air Quality Action Plan Measures

Measure No.	Measure	EU Category	EU Classification	Lead Authority	Planning Phase	Implementation Phase	Key Performance Indicator	Target Pollution Reduction in the AQMA	Progress to Date	Estimated Completion Date	Comments
1	Lincoln Eastern Bypass	Traffic Management	Strategic highway improvements	Lincolnshire County Council	2011-2015	2016-2020	Change in AADT, including split for HDV/LDV on Broadgate	2.5µgm ⁻³ reduction at Broadgate (A15) monitoring location (see comments)	Construction commenced at the end of 2016. Project due to be completed May 2020.	May 2020	The target pollution reduction is based on the “with” and “without” LEB scenarios contained within the Council’s latest detailed air quality assessment.
2	Adopt and implement East Midlands Air Quality Network’s ‘Air Quality and Emissions Mitigation – Planning Guidance’	Policy Guidance and Development Control	Air Quality Planning and Policy Guidance	City of Lincoln Council	2016-2018	From March 2019 onwards	% of planning approvals issued in accordance with development guidance.	Not quantified	The final draft of the guidance document was issued by EMAQN in July 2018 and was updated in March 2019.	Ongoing following adoption of guidance	East Midlands Air Quality Network (EMAQN) is a group of environmental health, public health, planning and transport professionals who aim to improve air quality across the East Midlands
3	Review of Taxi Licencing Policy to include Emission Controls	Promoting Low Emission Transport	Taxi Licencing Conditions	City of Lincoln Council	Dec 2018 to March 2019	From April 2019 onwards	% of private hire/taxi vehicles meeting Euro 6 (diesel) and Euro 4 (petrol) emissions standards or better	Not quantified*	None	Ongoing following adoption of revised policy	* Baseline emissions data for existing fleet requires calculating
4	Eco recognition scheme for taxi/private hire vehicles	Vehicle Fleet Efficiency	Fleet efficiency and recognition schemes	City of Lincoln Council	Dec 2018 to March 2019	From July 2019 onwards	% of private vehicles/taxis registered with the recognition scheme	Not quantified	None	Ongoing following adoption of scheme	

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Measure No.	Measure	EU Category	EU Classification	Lead Authority	Planning Phase	Implementation Phase	Key Performance Indicator	Target Pollution Reduction in the AQMA	Progress to Date	Estimated Completion Date	Comments
5	Review and implement CoLC Travel Plan	Promoting Travel Alternatives	Workplace Travel Planning	City of Lincoln Council	October 2018 Summer 2019	Autumn 2019	Specific indicators to be established as part of the Travel Plan review	Not quantified	Review agreed by Corporate Management Team in October 2018	Ongoing following adoption of travel plan	Travel Plan last reviewed in 2013. Revised plan will be accredited by external body.
6	Develop and implement an air quality guide to supplement CoLC's Social Value Procurement Policy	Policy Guidance and Development Control	Sustainable Procurement Guidance	City of Lincoln Council	April 2019 to July 2019	August 2019 onwards	Specific indicators to be established as part of the development of the guide.	Not quantified	None	Ongoing following adoption of agreed guidance	
7	Boiler Replacement Program for Council Housing Stock	Promoting Low Emission Plant	Public Procurement of stationary combustion sources	City of Lincoln Council	Completed	Ongoing	% of total no. of Council's housing stock fitted with low NOx boilers	Not quantified	73.4% Boilers replaced with low NOx boilers since the start of the program	Ongoing replacement program	Funding for replacement program is secured and ring-fenced, with 400 replacements scheduled for 2019/2020.
8	Prepare a City of Lincoln Electric Vehicle Recharging Strategy	Promoting Low Emission Transport	Procuring alternative Refuelling infrastructure to promote Low Emission Vehicles, EV recharging, Gas fuel recharging	City of Lincoln Council	April 2019 to December 2019	January 2020 onwards	Specific indicators to be established as part of the development of the strategy	Not quantified	None	Ongoing following adoption of agreed strategy	
9	Adoption of individual and business travel plans	Promoting Travel Alternatives	Personalised and workplace travel planning	Lincolnshire County Council and Lincoln Big	Completed	Ongoing	To be confirmed	Not quantified	To be confirmed	Ongoing	

- ***Measure No.1 – Lincoln Eastern Bypass***

The Lincoln Eastern Bypass (LEB), which is currently under construction, is due to be completed in May 2020.

The City Council's 2018 detailed air quality assessment included modelling of pollution levels within the city's AQMA and connecting roads for the year 2021 (i.e. the first full year after the completion of the LEB) for two scenarios – one with the LEB in place and one without. The air quality model predicted that out of the 200 modelled receptor locations, 156 receptors are predicted to see improvements in NO₂ levels following the introduction of the LEB, with the greatest benefits being seen at locations on the A15 within the AQMA. At the remaining 44 receptor locations, 25 are likely to see no change in NO₂ concentrations and 19 receptors are predicted to experience slight increases following the opening of the LEB.

The detailed assessment predicts that the introduction of the LEB will reduce the annual mean concentration at the worst case receptor within the AQMA by 2.8µgm⁻³, a reduction of around 8.7%.

- ***Measure No.2 – Adoption of air quality and development guide***

All new developments have the potential to affect air quality within Lincoln's AQMA and the wider city, which can be to the detriment of the health of the city's population. Local planning policy and development management decisions therefore have a key role to play in ensuring that the city grows in a way that is sustainable in terms of the air we breathe.

Developing and implementing technical planning guidance, can help to:

- Provide a clear and consistent process for developers, planners, local communities and their representatives.

- Formalise an air quality assessment process that includes the quantification of impacts, determining damage costs and identifying mitigation measures to be implemented to negate any negative impacts;
- Address cumulative impacts from small and medium scale developments that might otherwise be left unmitigated;

The East Midlands Air Quality Network (EMAQN), a group of environmental health, public health and transport professionals in the East Midlands, has produced technical air quality and planning guidance to supplement the National Planning Policy Framework, which seeks to address the above points in a consistent way across the east midlands region.

• ***Measure No.3 - Review of Taxi/Private Hire Licencing Policy to include Emission Controls***

Taxis and private hire vehicles are likely to pass through the city's AQMA during many of their trips around the city centre. As such, they have the potential to have a notable impact on air quality within the AQMA, dependent on the type and age of vehicle.

The Council's taxi/private hire vehicle licensing policy is currently due to be reviewed and, therefore, there is an opportunity to use a revised policy to drive improvements in the taxi/private hire fleet emissions. For example, this could include the introduction of vehicle age limits or the requirement for certain Euro Standards for licenced vehicles.

The Low Carbon Vehicle Partnership and Energy Saving Trust have produced '[The Low Emission Taxi Guide](#)' which provides advice for local authorities on how to implement low emission schemes for taxi and private hire vehicles. The guide includes case studies from local authorities that have already sought to address this emission source, including one within the East Midlands area. This document will be used to inform the licensing review in terms of reducing fleet emissions of nitrogen dioxide.

- ***Measure No.4 - Eco-recognition scheme for taxi/private hire vehicles***

To go hand in hand with any improvements sought through a revised taxi/private hire licensing policy, there is scope to introduce a recognition scheme for low /ultra-low emission vehicles. For example, certificates or signs could be provided for display in or on qualifying vehicles, or on company websites, so that customers are aware that they are using a low emission vehicle and are helping to reduce their journey's air quality impact within the city.

- ***Measure No. 5 - Review and implement CoLC Travel Plan***

Many of the trips made in connection with the Council's services, including staff coming to and from their place of work, will involve travel through the city's AQMA.

To ensure that there is an opportunity for these trips to be made in a sustainable way that reduces the impact on the environment, the Council will produce and implement an up to date travel plan. A review of staffs' travel choices has already commenced using an online survey to establish base line data, which will subsequently inform the review of the travel plan. An important component of any successful travel plan is the inclusion of performance indicators to assess the success or otherwise of the adopted travel plan measures. Once these targets are adopted, they will be incorporated into the Air Quality Action Plan.

- ***Measure No. 6 - Develop and implement an air quality guide to supplement CoLC's Social Value Procurement Policy***

The Council's Social Value Procurement Policy highlights the impact that the procurement process can have on mitigating the effects on the environment, for example by considering the need to reduce traffic emissions and the environmental performance of suppliers.

It is, therefore, proposed to produce a technical guidance document to supplement the Social Value Procurement Policy that can be used by officers procuring relevant

services, contracts, equipment etc. to enable them to assess air quality impacts in a consistent, transparent and proportionate way.

- ***Measure No.7 - Boiler Replacement Program***

Although the principal source of NO₂ within the AQMA is road traffic related, efforts to reduce background contributions will also have a beneficial impact. One significant background source is domestic heating. The City Council currently has in excess of 7600 housing stock requiring heating. Upgrading each of these boilers to low NO_x boilers will, therefore, have a positive effect in reducing background NO₂ levels.

The City Council is implementing a boiler upgrade program, which is subject to committed ring-fenced funding. To present, around 5600 upgrades have been completed, with a further 400 replacements planned for 2019/20.

- ***Measure No.8 – Electric Vehicle Re-charging Strategy***

One of the principal challenges for the uptake of electric vehicles, particularly for residents who do not have access to their own dedicated off-street parking, is the ready accessibility of vehicle recharge points.

The City Council, therefore, proposes to develop a strategy during 2019 that will seek to explore the options for providing electric vehicle recharge infrastructure within the city, with the aim of enabling ready access to recharge points for a growing number of electric vehicles.

- ***Measure No.9 – Promotion of personalised and work place travel plans***

Many of the trips made by those working, living and visiting the city, will necessitate travel through the city's AQMA.

The use of personalised and workplace travel plans can help people make these journeys in a sustainable way that reduces air quality impacts, promotes active travel and reduces exposure to pollution. Access Lincoln and Lincoln BIG have commenced work on promoting personalised and work based travel planning using a combination of online tools (<https://accesslincoln.co.uk/travel-planning/>) and direct interactions.

6 Next Steps

The City Council and its partners will aim to progress each of the measures within the timeframes set out in Table 5 above and will report progress on each of the measures back to the Council's Low Carbon Task Force (the steering group). Progress on implementation will also be reported annually to the Council's Policy Scrutiny Committee, as well as being published in the Council's local air quality annual status reports.

As stated above, a full review of the Air Quality Action Plan will be undertaken following completion of the Lincoln Transport Strategy review, towards the end of 2019. This full review of the AQAP will consider all the potential options presented by the revised LTS.

Appendix A: Response to Consultation

Table A.1 – Summary of Responses to Consultation and Stakeholder Engagement on the AQAP

Consultee	Category	Response
Lincolnshire County Council	Highways Authority	<p>No objections to the interim action plan and made the following observations:</p> <ul style="list-style-type: none"> • This Authority would fully support the measures proposed where they relate to transport issues. The Lincoln Eastern Bypass is currently under construction and due for completion in May 2020. The work undertaken last year by yourselves as part of the Detailed Modelling Assessment highlights the beneficial affect that this scheme is expected to have on air quality within the city centre. • A full review of the Lincoln Transport Strategy is currently underway with a view to adopting an updated strategy later this year. Whilst the precise detail of the strategy have yet to be developed, it is highly likely that many of the measures proposed will have a beneficial impact on air quality, for example, by encouraging the use of more sustainable modes of travel or perhaps more direct traffic management measures to reduce traffic flows or speeds. • Your authority has already been heavily involved in the ongoing development of the new Lincoln Transport Strategy and this engagement will no doubt continue over the coming months as the details of the proposed measures and initiatives emerge. As you rightly point out, once the Strategy has been finalised, it would then seem the appropriate point at which to carry out a full review of the Air Quality Action Plan so that this can be more properly reflected.
North Kesteven District Council	Neighbouring local authority	Agree with the proposed measures and no adverse observations.

Environment Agency	Public body and environmental regulator	<p>No objections to the interim action plan but included the following observations:</p> <ul style="list-style-type: none"> • It is important to note that we are not aware of any waste facilities or other industrial installations regulated by the Environment Agency in the City of Lincoln that are causing or contributing to failures of air quality standards. • Air quality policies must work in partnership with transport policies but also the authorities' own fleet procurement policies. • Any new development, particularly in air quality hotspots, will need to consider how they mitigates the impacts of poor air quality, both during the construction and operational phases of the development. • Major developments planned within the authority will need to significantly mitigate their emissions and thus contribute towards improving local air quality. This is particularly the case where they include potentially new sources of emissions such as biomass boilers, combined heat and power plants, and increased traffic-generated emissions. • Construction and demolition works should be required to meet or exceed the requirements set out in the Institute of Air Quality Management's Guidance on the Assessment of Dust from Demolition and Construction. • It is recognised that the City of Lincoln will need to work with others on the implementation of the measures necessary to address poor air quality as the matter is not confined to one planning authority area, and development is often governed by separate regulatory regimes and legislation, such as building regulations and environmental permitting. We are pleased to note that the City of Lincoln regularly participates in the East Midlands Air Quality Network with representatives from other local districts and boroughs.
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Appendix B: Progress on Measures to Improve Air Quality (as reported in CoLC's 2018 Annual Status Report)

No.	Measure	Focus	Lead Authority	Planning Phase	Implementation Phase	Indicator	Target Annual Emission Reduction in the AQMA	Progress to Date	Progress in Last 12 Months	Estimated Completion Date	Comments Relating to Emission Reductions
1	Road Network and Traffic Management Improvements	Lincoln Eastern Bypass	Lincolnshire County Council	2011-2015	2016-19	Change in AADT, including split for HDV/LDV on Broadgate	To be agreed	Planning permission granted; DfT funding contribution secured. Initial Public Inquiry held Feb 2015 with amended orders advertised late 2014. Further inquiry held August 2015 with Orders confirmed February 2016.	Construction commenced December 2016.	Winter 2019	Scheme will remove traffic from the A15 Broadgate/Canwick Road corridor with consequential improvements to air quality in declared AQMA
2	Road Network and Traffic Management Improvements	East-West Link	Lincolnshire County Council	2010-2014	2014-2106	To be agreed	Not known	Planning consent received in October 2012. Construction of Phase 1 (High Street to Canwick Road) commenced December 2014.	Scheme opened to traffic August 2016	Complete	The principal aim of this development is to address congestion caused by two rail crossings in the city centre

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3	Road Network and Traffic Management Improvements	North Hykeham Relief Road (formerly Lincoln Southern Bypass)	Lincolnshire County Council	2006	Not known	To be agreed	Not known	Preferred route declared for protection in December 2006.	Transport model updated. Outline Business Case in preparation for possible future funding bid when opportunity arises	Not known	
4	Road Network and Traffic Management Improvements	Traffic flow Management	Lincolnshire County Council	2007-2013	2008-2015	Change in vehicle queuing times	Not known	Broadgate/Silver Street/Clasketgate completed November 2008; Newark Road/Rookery Lane/Brant Road completed December 2013; Canwick Road/South Park completed July 2015. Further feasibility work undertaken in preparation for possible future funding bids.	Junction Improvement at Wragby Road/Outer Circle Drive/Wolsey Way currently under construction	Ongoing	
5	Road Network and Traffic Management Improvements	Cycling Infrastructure	Lincolnshire County Council	Ongoing	Ongoing	length of new cycleway	Not known	Network continues to be developed as funding allows	150m of cycleway linking Transport Hub and Cycle Hub at Lincoln Rail Station	Ongoing	

City of Lincoln Council

6	Sustainable Transport Initiatives	Quality Bus Corridors	Lincolnshire County Council	2008	2011	% of buses on time	Not known	High Street Corridor completed December 2011	Further corridors will be considered after the opening of the Eastern Bypass	Dependent on implementation of Eastern Bypass	
7	Sustainable Transport Initiatives	Real-time Bus Passenger Information	Lincolnshire County Council	2006-2010	2008-2010	% of stops or routes with real-time info	Not known	Real time information is now available for all services provided by the three main operators within Lincoln	Real time feed now provided direct to Traveline. Information also displayed at new Transport Hub and available via commercial and operator-owned Apps.	Ongoing	
8	Sustainable Transport Initiatives	Bus Priority Measures at Traffic Signals	Lincolnshire County Council	2013	Ongoing	No. of signals with bus priority	Not known	A total of 8 signalised junctions across the City now incorporate bus priority technology.	A further 6 junction are due to be added to the system during 2018, included those on the new East-West Link	Ongoing	

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9	Sustainable Transport Initiatives	New Public Transport Interchange	City of Lincoln Council	2014	Sep-15	To be agreed	To be agreed	Indicative funding approved and planning approval obtained. Planning application submitted and consent granted 16th June 2016.	Work Commenced September 2016. Transport Hub opened	Jan-18	
10	Sustainable Transport Initiatives	Park and Ride	Lincolnshire County Council	Ongoing	Not known	Passengers carried	To be agreed	Some feasibility work completed. Funding issues still to be resolved. Smalls-scale Park and Ride commenced in Feb 2017 operated in partnership with Lincoln BIG, Waitrose and Stagecoach	Waitrose Park and Ride site used by 32,000 passengers during first 12 months of operation.	Ongoing	
11	Sustainable Transport Initiatives	Alternative Fuel Buses	Lincolnshire County Council	2012	2013-2014	No. of alternative fuel buses	To be agreed	Trial of biogas buses ended due to problems sourcing fuel.	-	Completed	
12	Sustainable Transport Initiatives	Linc Share - Car Share website	Lincolnshire County Council	2009	Ongoing	No. of people signed up to site	Not known	1354 Lincshare members as of June 2017	Local LincShare local site now subsumed into national LiftShare site.	Ongoing	
13	Sustainable Transport Initiatives	Access LN6 - Car Share website	Lincolnshire County Council	2012	2013	No. of people signed up to site	Not known	Merged with Lincshare in 2015.	See above	Completed	

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14	Sustainable Transport Initiatives	Access LN6 - Lincoln HireBike	Lincolnshire County Council	2012	2013-2020	No. of rentals and No. of registrants	Not known	Total of 26 bike stations in place.	Further 8 new/upgraded cycle stations provided. Electric bikes now available at some cycle stations.	2020	
15	Sustainable Transport Initiatives	Access LN6 - Personalised Travel Planning	Lincolnshire County Council	2013	2014	No. of single occupancy car journeys before/after PTP	Not known	Daily car use as single occupancy driver decreased from 20% to 15%	-	Completed	
16	Sustainable Transport Initiatives	Business Travel Plans	Lincolnshire County Council	Ongoing	Ongoing	No of businesses with adopted travel plans	Not known	A new online website was launched for businesses and organisations to develop travel plans themselves. This is being signposted by planning if conditioned	A new online website was launched for businesses and organisations to develop travel plans themselves. This is being signposted by planning if conditioned	Ongoing	
17	Sustainable Transport Initiatives	School Travel Plans	Lincolnshire County Council	2005	2012	No. of schools with approved travel plans	Not known	All 363 local authority schools have an adopted travel plan. An updated travel plan is required as part of the planning process for school improvements.	Work ongoing with Education Department on Sustainable Modes of Travel to School (SMOTS) strategy.	Ongoing	

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18	Sustainable Transport Initiatives	Access LN6 - New bus services	Lincolnshire County Council	2012	2012-2015	Passengers carried	Not known	7.5% increase on Stagecoach 44/44a/66 and 12.4% increase on Stagecoach 29 (Jan-May 2011-2014) and 72.1% increase on PC Coaches 48/49 (Apr-Sep 2012-2014)	-	Completed	
19	Sustainable Transport Initiatives	Access LN6 - Hykeham Station improvements	Lincolnshire County Council	2013	2014	Passengers carried and frequency of trains	Not known	Improvement of facilities leading to patronage increase from 23,262 in 2009/10 to 71,056 in 2015/16. Number of weekly trains increased from 162 in Dec 2014 to 247 in Dec 2016	Car park extended through S106 agreement for adjacent residential development.	Completed	
20	Sustainable Transport Initiatives	Access LN6 - Sustainable Travel Grant for businesses	Lincolnshire County Council	2012	2013-2015	Amount of funding provided	Not known	35 businesses received £97,586.06	-	Completed	

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21	Sustainable Transport Initiatives	Access LN6 - Cycle storage implementation	Lincolnshire County Council	2012	2013-2015	No. of cycle parking spaces provided	Not known	718 cycle parking spaces provided since 2012. 0 - £500k of funding has been awarded from DfT for the 'Access Lincoln' project, establishing more cycle parking spaces is an element within this	Grant funding provided for St Marks Retail Park to install secure cycle storage for 90 bikes. Partnership work with East Midlands Trains to install secure storage for 100 bikes at Lincoln Rail station	Completed	
22	Sustainable Transport Initiatives	Promotion of sustainable transport to work for City of Lincoln Staff	City of Lincoln Council	2010	Ongoing	Change in travel to work behaviour	Not known	Since 2010: Car sharing up by 15%; walking up by 5%; Cycling up 5%; Train increased by 1.5%; bus increase by 3%		Ongoing	CoLC will review and update the travel plan in 2018
23	Sustainable Transport Initiatives	Introduction of electric vehicles into City of Lincoln Council Fleet	City of Lincoln Council	2011	2013	No of electric vehicles in fleet	Not known	One electric vehicle introduced in 2013			

City of Lincoln Council

24	Sustainable Transport Initiatives	Smarter trip planning for CoLC fleet	City of Lincoln Council	2010	Ongoing	% reduction in CO ₂ e emissions from CoLC fleet	Not known	Since 2010: there has been 38.4% decrease in CO ₂ e emissions (This has reduced from 29% to 38.4% in the last twelve months.)	The council's fleet vehicles have been replaced by more fuel efficient vehicles but have opted not to invest in electric vehicles at this time.	Ongoing	
25	Sustainable Transport Initiatives	Provision of electric vehicle recharge points in CoLC car parks	City of Lincoln Council	2010	2012-13	No. of recharge points available in CoLC car parks.	Not known	Total of 18 recharge points installed.with infrastructure in place to add a further 20 EVR points once demand is sufficient.	The new multi-storey car park includes 12 new EVR points with infrastructure in place to add a further 20 EVR points once demand is sufficient. A further two recharge points have been installed at The Lawn car park.	Further points may be considered depending on funding streams	
26	Sustainable Transport Initiatives	Provision of electric vehicle recharge point for CoLC fleet use	City of Lincoln Council	2012	2013	No. of recharge points available for CoLC fleet	Not known	Funding secured through Defra AQ grant 2012/13 and recharge point installed 2013	None	Completed	Data is being collected on

City of Lincoln Council

32	Reducing emissions from CoLC buildings	Energy efficiency measures to reduce natural gas consumption	City of Lincoln Council	2009	Ongoing	Gas consumption	Not known	CoLC gas consumption reduced by 31% since 2009 (This has reduced from 29% to 38.4% in the previous twelve months.)	CoL	Ongoing	
28	Sustainable Transport Initiatives	Promotion of car sharing to public	City of Lincoln Council	2007	2009	None	Not known	Defra AQ grant secured in 2008/09, signs installed 2009.	None	Completed	
29	Minimising the burden of new development	Develop Air Quality and Development Guide	City of Lincoln Council	2014	2015	To be agreed	To be agreed	Draft document produced October 2014 and circulated for internal consultation.	East Midlands Air Quality Network have issued developer's guide for consultation which is currently being considered for adoption by CoLC.	Ongoing	
30	Minimising the burden of new development	Requirement for proportionate air quality mitigation for all new relevant development	City of Lincoln Council	2014	Ongoing	To be agreed	To be agreed	Recommendation for provision of electric vehicle recharge points at all relevant development since October 2014, along with requirement to provide Construction Management Plan	Ongoing	Ongoing	

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31	Air Quality Awareness Raising	Provision of publicly accessible air quality information	City of Lincoln Council	2007	Ongoing	None	Not known	Local air quality reports and information available through CoLC website	Relevant web page updated	Ongoing	
32	Reducing emissions from CoLC buildings	Energy efficiency measures to reduce natural gas consumption	City of Lincoln Council	2009	Ongoing	Gas consumption	Not known	CoLC gas consumption reduced by 31% since 2009 (This has reduced from 29% to 38.4% in the previous twelve months.)	No update available.	Ongoing	

Glossary of Terms

Abbreviation	Description
AQAP	Air Quality Action Plan - A detailed description of measures, outcomes, achievement dates and implementation methods, showing how the local authority intends to achieve air quality limit values'
AQMA	Air Quality Management Area – An area where air pollutant concentrations exceed / are likely to exceed the relevant air quality objectives. AQMAs are declared for specific pollutants and objectives
AQS	Air Quality Strategy
ASR	Annual Status Report
Defra	Department for Environment, Food and Rural Affairs
EU	European Union
LAQM	Local Air Quality Management
NO ₂	Nitrogen Dioxide
NO _x	Nitrogen Oxides
PM ₁₀	Airborne particulate matter with an aerodynamic diameter of 10µm (micrometres or microns) or less
PM _{2.5}	Airborne particulate matter with an aerodynamic diameter of 2.5µm or less

POLICY SCRUTINY COMMITTEE

20 AUGUST 2019

SUBJECT:	POLICY SCRUTINY WORK PROGRAMME 2019/20 AND EXECUTIVE WORK PROGRAMME UPDATE
REPORT BY:	CHIEF EXECUTIVE & TOWN CLERK
LEAD OFFICER:	CLAIRE TURNER, DEMOCRATIC SERVICES OFFICER

1. Purpose of Report

- 1.1 To present the Policy Scrutiny Committee Work Programme for 2019/20 and receive comments and considerations from members with items for the municipal year 2019/2020 and to advise Members of the items that are on the current edition of the Executive Work Programme.

2. Background

- 2.1 The work programme is attached at **Appendix A**.
- 2.2 The Constitution provides for the publication of the Executive Work Programme on a monthly basis detailing key decisions/ exempt para (Section B) items to be taken by the Executive, a committee of the Executive or a Member of the Executive during the period covered by the programme. This is attached at **Appendix B** and has been provided to assist members in identifying items for inclusion within the work programme.

3. Recommendation

- 3.1 That Members give consideration to the Policy Scrutiny Work Programme for 2019/20 and update where appropriate to include items which they wish to consider from the Executive Work Programme as required.

List of Background Papers: None

Lead Officer: Claire Turner, Democratic Services Officer
Telephone 873619

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Policy Scrutiny Committee Work Programme – Timetable for 2019/20

18 June 2019

Item(s)	Responsible Person(s)	Strategic Priority/ Comments
Community Infrastructure Levy Policy	Toby Forbes-Turner	Asked for at February 2019 meeting
Health Scrutiny Update	Chair of Policy Scrutiny	Regular Report
Policy Scrutiny Work Programme 2019 -2020	Democratic Services	Regular Report

20 August 2019

Item(s)	Responsible Person(s)	Strategic Priority/ Comments
Policy Scrutiny Work Programme 2019-2020 Update	Democratic Services	Regular Report
Health Scrutiny Update	Chair of Policy Scrutiny	Regular Report
Interim Air Quality Action Plan	Ian Wickes	
Acquisitions Policy Addendum	Kate Bell	Revised Policy

8 October 2019

Item(s)	Responsible Person(s)	Strategic Priority/ Comments
Markets	Kate Ellis	
Health and Environment Enforcement Policy	Simon Colburn	Moved from 12 th March 2019 /20 August 2019
Safeguarding Policy	Paula Burton	

Review of Procurement Policies	Heather Carmichael	
Corporate Documents Review	Becky Scott	
Electric Vehicle Strategy	Michael Hurtley	
Policy Scrutiny Work Programme 2019 -2020	Democratic Services	Regular Report
Health Scrutiny Update	Chair of Policy Scrutiny	Regular Report

26 November 2019

Item(s)	Responsible Person(s)	Strategic Priority/ Comments
Key Holding Post Implementation Review	Simon Colburn	Requested at meeting held on 28 November 2017
Protecting Vulnerable People Update	Kate Ellis	Annual Update requested at meeting held on 12 November 2018.
Council Tax Support Scheme 2021/21	Claire Moses	As part of consultation process
Policy Scrutiny Work Programme 2019-2020 Update	Democratic Services	Regular Report
Health Scrutiny Update	Chair of Policy Scrutiny	Regular Report

14 January 2020

Item(s)	Responsible Person(s)	Strategic Priority/ Comments
Regulation 7 Direction on Lettings Boards Review	Donna Morris	Requested at meeting held on 16 January 2018
Lincoln Social Responsibility Charter	Heather Grover	Requested at meeting held on 16 January 2018

Policy Scrutiny Work Programme 2019-2020 Update	Democratic Services	Regular Report
Health Scrutiny Update	Chair of Policy Scrutiny	Regular Report

17 March 2020

Item(s)	Responsible Person(s)	Strategic Priority/ Comments
Review of PSPO at St Peters Passage	Francesca Bell	Requested at meeting held on 9 October 2018
Policy Scrutiny Work Programme 2019-2020 Update	Democratic Services	Regular Report
Health Scrutiny Update	Chair of Policy Scrutiny	Regular Report

Unscheduled Topics

- **Review of Community Infrastructure Levy Policy**
- **Acquisition Policy**

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EXECUTIVE WORK PROGRAMME

August 2019 - July 2020

NOTES

1. The Leader in consultation with the Chief Executive and Town Clerk prepares an Executive Work Programme to cover a period of twelve months.
2. The Executive Work Programme contains matters which the Leader has reason to believe will be the subject of a key decision during the period covered by the Plan or Executive decisions which are likely to be taken in private.
3. A Key Decision is one which is likely:
 - a) to result in the Local Authority incurring expenditure which is , or the making of savings which are, significant having regard to the Local Authority's budget for the service or function to which it relates; or
 - b) to be significant in terms of its effect on communities living or working in an area comprising 2 or more wards in the area of the local authority.
4. Whilst the majority of the Executive's business at the meetings listed in the Executive Work Programme will be open to the public and media organisations to attend, there will be some business to be considered that contains, for example, confidential, commercially sensitive or person information.

This document serves as formal notice under the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 that certain items in the Executive Work Programme will be considered in private because the item contains exempt information under Part 1 of Schedule 12A to the Local Government Act 1972 (as amended) and that the public interest in withholding the information outweighs the public interest in disclosing it. If an item is to be considered in private this will indicated on the individual decision notice.

If you have any queries, please telephone 01522 873387 or email democratic.services@lincoln.gov.uk.

EXECUTIVE WORK PROGRAMME SUMMARY

Date of Decision	Decision	Decision: Summary	Decision Taken By	Key Decision	Exempt Information
28 August 2019	Housing Delivery update	Housing delivery programme release of funds for housing delivery	Executive	Yes	Public
28 August 2019	Street Scene Contracts	Approach to be taken for the provision of these services when the existing contract ends in 2022	Executive	Yes	Private
28 August 2019	Quarterly Operational Performance Report	To present to Executive a summary of the operational performance position for each quarter of the financial year 2018/19	Executive	No	
28 August 2019	Strategic Risk Register	To provide Executive with a status report of the revised Strategic Risk Register as at the end of each quarter in the financial year.	Executive	No	
28 August 2019	Financial Performance-Quarterly Monitoring	To present to the Executive quarterly performance on the Council's: <ul style="list-style-type: none"> • General Fund • Housing Revenue Account • Housing Repairs Service • Capital Programmes And, to provide a review of the key budget risk assessments.	Executive	No	
28 August 2019	Melbourne Road-Open Space	Appropriation of land from HRA to general fund.	Executive	No	Public
28 August 2019	Boultham Park Conservation Plan	Adoption of the conservation plan. Necessary before submission of a bid to the National Lottery for funding towards the lake restoration project.	Executive	No	Public
28 August 2019	Cornhill, Markets & City Centre Vibrancy	To seek approval to: <ol style="list-style-type: none"> 1. Undertake a revised scheme of works to include the demolition of the 	Executive	No	Private

		<p>Cornhill kiosk, tree protection and seating as a first phase of improvement to the Cornhill Square.</p> <p>2. Develop proposals for a second phase of improvement works to include paving, seating, street furniture and a potential water feature, in consultation with key partners.</p> <p>3. Undertake feasibility and design works to inform a full business case for the future development of the Central Market building and City Square, in consultation with key partners.</p> <p>4. To utilise the approved budget of £300k to support the cost of the above work and as leverage to secure additional, external match-funding.</p>			
28 August 2019	Allocations and Lettings Policy for De Wint Court	To adopt a new Local Lettings policy for De Wint Court allocations.	Executive	Yes	Private
28 August 2019	BOULTHAM PARK LAKE RESTORATION PROJECT UPDATE	To ratify previously given support for the updated project plan.	Executive	Yes	Public
28 August 2019	St Andrews Close	To approve the lease of the land adjacent to St Andrews close to the Sincil CLT	Executive	No	Public
06 September 2019	Universal Credit Support Arrangements	To provide an update / options for Universal Credit support arrangements going forward	Shared Revenues and Benefits Joint Committee	Yes	Private
23 September 2019	Universal Credit Support	Confirm Universal Credit Support	Executive	No	Private

		arrangements April-June 2019 and for a range of options to be provided for consideration prior to July 2019 for future arrangements.			
23 September 2019	Birchwood Community Land Trust	To determine options to progress scheme	Executive	No	Public
23 September 2019	Housing Solutions Management of Change	To seek approval to increase the establishment within Housing Solutions team.	Executive	No	Private
23 September 2019	Acquisition Policy Addendum	To approve an amendment to the Acquisition Policy	Executive	No	Public
07 October 2019	Bereavement Services Business Case	To consider the Business Case associated with Bereavement Services.	Executive	Yes	Private
28 October 2019	Localised Council Tax Support Scheme 2020/21	1) Consider the proposed City of Lincoln Council's Localised Council Tax Support scheme for 2019/20 for public consultation and scrutiny with agreed options to be put forward for consultation;	Executive	Yes	Public
06 January 2020	Localised Council Tax Support Scheme 2020/21	To approve recommendations of consultation Nov 2019'	Executive	Yes	Public
06 January 2020	New Homes Strategy	To approve the New Homes Strategy	Executive	Yes	Public