

MEMORANDUM OF UNDERSTANDING;
BETWEEN SOUTHAMPTON CITY COUNCIL AND NEW FOREST DISTRICT
COUNCIL FOR THE PROVISION OF SERVICES SUPPORTING THE DELIVERY
OF CLEAN AIR ZONES

Background

The UK Plan for Tackling Roadside Nitrogen Dioxide, July 2017 and referred to hereafter as the "Plan" identifies Local Authorities with roads predicted as exceeding the limit values set out in the European Union Air Quality Directive. Southampton City Council (SCC) was identified in the 2015 version of the Plan for an exceedance on the A33 Redbridge Road and New Forest District Council (NFDC) was identified in the 2017 version for a stretch of the A35 Totton by-pass, where the SCC exceedance extends several hundred meters beyond its boundary into NFDC's area.

Purpose of Memorandum

The purpose of the memorandum of understanding is;

- To allow the parties to this Agreement, together with neighbouring Local Authorities, Highway Authorities, statutory consultees and partner organisations to benefit from further collaborative working to support activity to reduce or eliminate the exceedance within the Parties administrative boundaries, ensure this does not result in negative impact on air quality in other administrative areas and support the reduction of air quality exceedance nationally.
- To enable the Parties to meet the objective of the Plan and any related advice, guidance or instruction issued by government in an effective manner.
- To satisfy government instructions by demonstrating how compliance will be achieved through the delivery of a NFDC/SCC joint Feasibility Study consisting of a Strategic Business Case (SBC), Outline Business Case (OBC) and Full Business Case (FBC) and collectively referred to hereafter as the "Feasibility Study".

- To enable the Parties to achieve compliance with the statutory nitrogen dioxide limit values within the shortest time possible by working jointly on the implementation of the FBC submitted to and approved by the Secretary of State.
- To deliver any Clean Air Zones(CAZ) identified in the Full Business Case in accordance with the Clean Air Zone Framework May 2017 as set out at: <https://www.gov.uk/government/publications/air-quality-clean-air-zone-framework-for-england>
- To enable the Parties to implement measures to achieve compliance which will satisfy the requirements of both Parties, neighbouring and first tier Local Authorities, Highway Authorities and other adjoining land owners and deliver mutual benefits.
- To ensure communications and democratic processes are consistent and aligned where possible to support the effective delivery of each Parties respective duties.

It sets out the role of each Party and explains how they will work together towards the common public task of meeting the Plan requirements and developing the Feasibility Study required to comply with Ministerial Directions relating to the establishment of Clean Air Zones in and adjacent to their respective administrative areas.

The Parties have come to this arrangement with no promises, representations or guarantees for remuneration, rewards, benefits or advantages other than those that may be set out herein.

1. Definitions

In this Memorandum of Understanding unless the context otherwise requires the following expressions have the following meanings:

Memorandum: means this Memorandum of Understanding comprising these provisions;

Party/Parties: means any or all Party/Parties to this Memorandum as the context requires;

Service Manager: means Steve Guppy acting on behalf of the Scientific Service for Southampton City Council and Joanne McClay acting on behalf of the Environment and Regulation Service for New Forest District Council or such other persons nominated by each respective organisation from time to time.

2. Scope of Memorandum

A CAZ is defined by the Department of Food and Rural Affairs as *'an area where targeted action is taken to improve air quality and resources are prioritised and coordinated in order to shape the urban environment in a way that delivers improved health benefits and supports economic growth.'*

The Clean Air Zone work covered by this memorandum of understanding is inclusive of the identified areas in both Parties which is viewed as the same air quality issue. Compliance with the nitrogen dioxide limit value will be achieved by both Parties working together and with other interested organisations, including but not limited to Public Health (PH), Joint Air Quality Unit (JAQU) Hampshire County Council (HCC) Highways England and relevant District & Borough Council's to produce plans and implement appropriate measures relating to the SCC and NFDC administrative areas.

3. Outside of scope

SCC is not responsible for the identified exceedances of the limit value within the New Forest district, and NFDC is not responsible for the identified exceedances of the limit value within Southampton.

Both parties will be responsible for liaising with, consulting, and taking into account the views of other potentially affected third parties including other adjoining and first tier local authorities (including but not limited to Hampshire Council both as a first tier authority and in their role as Highway Authority for the NFDC area) and Highways England (including but not limited to the extent of any impact or potential impact on the motorway or A Road network including the M27).

Both parties will exercise their roles and responsibilities under this Agreement having due care and regard to the need to collaborate with and ensure that the activities of the parties to address exceedance within their own administrative areas does not have a negative impact upon or affect the statutory responsibilities of Hampshire County Council, any other District, Borough or City Council or Highways England.

4. Duration of Memorandum and Review

This Memorandum will commence on 1st February 2018 and continue until terminated in writing by the Parties. The Memorandum will be reviewed every six months by the Service Managers for SCC and NFDC on the anniversary of its start date or at such earlier times as may be agreed in writing between the parties.

Suggested changes to the scope of the Memorandum will be discussed at agreed times by Service Managers and any changes to this Memorandum will be made in writing.

5. Good Faith

The Parties undertake to each other to act in good faith and to use reasonable endeavours to perform and fulfil, promptly and actively, all of its obligations under this Memorandum to the best of its abilities.

6. Costs and fees charged

Each party shall be liable for its own costs in the preparation of this Memorandum and in connection with their respective roles and requirements set out in this Memorandum, including without limitation any costs associated with training, operational administration, running costs or resource requirements, save as otherwise set out in Schedule 1 attached hereto, which sets out NFDC's contribution to the in-house services and consultancy costs incurred by SCC on behalf of both parties.

7. SCC Obligations

To provide SCC representation on the Implementation Board fortnightly or as otherwise agreed between the Parties. To invite other relevant parties to the Implementation Board where and when appropriate.

To provide air quality monitoring and modelling data and any other relevant information to the Implementation Board, appointed consultants and to NFDC in order to assist in developing the Feasibility Study in line with the timescales set out in Schedule 3 (or otherwise as varied in writing or as a result of changes to the Democratic Process of the respective Parties) and ensure that the Implementation Board, NFDC (and any stakeholders as identified in paragraph 2 as and when appropriate) are kept informed of progress and outputs generated by the feasibility study and emerging business case.

To deliver the Feasibility Study to ensure compliance in the SCC and NFDC area whilst ensuring no negative impacts in these areas or adjacent ones.

To submit a Feasibility Study to JAQU and the Secretary of State as required and in accordance with the project plan agreed with JAQU in order to achieve compliance with any deadlines date placed on SCC and NFDC by Ministerial Direction.

Identify and seek to secure funding in conjunction with NFDC where relevant and appropriate to deliver the plan.

To seek appropriate approval and then implement any practical measures identified which will ensure compliance within the shortest possible time.

To seek an appropriate financial contribution from NFDC for activities undertaken on their behalf in delivering the Feasibility Study, in accordance with schedule 1 of this Memorandum.

To manage the contracts with external consultants needed to provide the necessary level of technical support and assistance needed to ensure delivery of the Feasibility Study on behalf of both Parties

To submit a draft OBC and signed copy of this MoU to JAQU by 31 March 2018 that is sufficient enough to achieve compliance with the Ministerial Direction date placed on NFDC.

8. NFDC Obligations:

To provide NFDC representation on the Implementation Board fortnightly or as otherwise agreed between the Parties.

To provide SCC with the appropriate funds to deliver any outsourced activities relating to the Feasibility Study in accordance with schedule 1 of the Memorandum.

To provide air quality monitoring and modelling data and any other relevant information to the Implementation Board, SCC and their identified contractors in order to assist in developing the Feasibility Study in line with the timescales set out in Schedule 3 (or otherwise as varied in writing or as a result of changes to the Democratic Process of the respective Parties) in a timely manner in order to achieve compliance with the Ministerial Directions set out in Schedule 2.

To contribute to the development of the Feasibility Study to ensure compliance in the SCC and NFDC area whilst ensuring no negative impacts in these areas or adjacent ones.

To Identify and seek to secure funding in conjunction with SCC where relevant to deliver the plan.

To seek appropriate approval and then implement any practical measures identified which will ensure compliance within the shortest possible time.

9. SCC / NFDC Joint Obligations:

To work collaboratively in delivering the Parties respective duties as detailed in;

- The UK plan for Tackling Roadside Nitrogen Dioxide Concentrations - July 2017
- The Clean Air Zone Framework; Principles for setting up Clean Air Zones in England - May 2017
- The Air Quality (Mandatory Road User Charging Schemes) (England) Regulations – 2017 in so far as these remain consistent with the Ministerial Directions pertaining to each Party.
- The Ministerial Directions relating to any of the above as set out in Schedule 2 or subsequently issued.
- Any consultation activities, including any public consultation exercises that may be required to deliver the proposals, support to national consultation and media activity and media (including social media) exposure as required.

To ensure the above duties and related outcomes are delivered in an effective, consistent and beneficial manner for both authorities. This will be achieved by;

- undertaking technical assessments jointly;
- procuring single providers;
- undertaking a joint consultation exercise;
- utilising respective resources available across both authorities;
- maintaining a single communications platform;
- aligning timescales and objectives wherever possible and;
- being mindful of each other's needs and expectations in the delivery of key engagement and communication milestones and to deliver these jointly, simultaneously or in another managed manner that is agreed by both parties.

To share knowledge and working practices that will be beneficial to achieving compliance.

To ensure good representation/attendance at training events and webinars in order to share information gained.

To work in partnership on funding bids relevant to both Parties.

Where specifically pertinent to their own area, complete any activities supporting the Feasibility Study or delivery of subsequent practical measures to the best of their ability and in cooperation and partnership with the other Party where appropriate.

To support the other Party in the management of any contract with consultants appointed by that Party.

To manage the funds they receive to deliver the plan and only transfer funds between Parties in order to cover the costs for services provided.

10. Customer feedback and complaints

Any complaints related to work carried out by SCC within the scope of the Memorandum will be dealt with by SCC in accordance with its complaints procedure in consultation with NFDC Service Manager. Customer comments and feedback will be exchanged between Service Managers as necessary.

11. Service standards and monitoring of technical standards

Work undertaken by SCC within the scope of the Memorandum will be conducted in accordance with SCC Customer Service Standards, its policies, procedures and values. It is the joint responsibility of SCC Service Manager and NFDC Service Manager to monitor technical competence in addition to the conduct and performance of Officers working within the scope of the Memorandum.

12. Resolution

SCC and NFDC shall attempt in good faith to resolve any disagreement in connection with an issue within the scope of the Memorandum. If resolution cannot be reached then both SCC and NFDC agree to involve their respective Service Directors for an independent view.

13. Data Protection

SCC and NFDC intend to fulfill all its obligations under the Data Protection Act 1998. SCC and NFDC will ensure that their respective staff working within the scope of the Memorandum are properly trained in corporate and service specific data security, data sharing and data storage/disposal requirements and are fully informed of their obligations and personal liabilities in this respect. If a data protection breach is reported in connection with any SCC in scope service matter then Service Managers will contact the relevant authority and as Data Controllers in their statutory role as Senior Responsible Officer will deal with it accordingly.

14. Freedom of Information

The Parties shall co-operate with, and supply to, each other within 10 working days of receipt of any request within the originating authority all relevant information properly required in connection with any request for information received by a Party under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004. The Parties shall inform each other of any such request within five working days of receiving a request for information and consult with each other before issuing a response.

Each Party acknowledges that in responding to requests received under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, the Parties will be entitled to provide information relating to the Memorandum.

15. Ending the Memorandum

Each party can cancel the Memorandum at any time by giving not less than 14 days' notice in writing (including by email or other electronic written means) without any liability or claim for costs from the other.

16. Media and Publicity

The Parties will keep each other informed about all issues relating to this Memorandum and on any related matters which may have implications in terms of public relations.

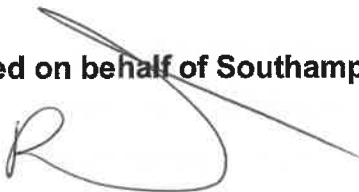
The Parties will cooperate with each other in any dealings with the media as to such issues including (but without limitation) the drafting of press releases / media statements, any such statement to be joint statements agreed by SCC and NFDC.

Neither party shall be entitled to use the name and logo of the other party without being specifically agreed in advance in writing with the respective party.

17. General

Nothing in this Memorandum is intended to or shall be deemed to establish any partnership or joint venture between the parties or constitute any party as an agent of the other party. The terms of this Memorandum may be amended at any time by agreement in writing between the parties.

Signed on behalf of Southampton City Council



Richard Crouch – Interim Chief Executive, Southampton City Council

Date:

29th March 2018.

Signed on behalf of New Forest District Council



Bob Jackson – Chief Executive, New Forest District Council

Date: 27 March 2018

Schedules

- 1 NFDC Contribution to SCC Costs**
- 2 Ministerial Directions**
- 3 Approval Timeline / Process**

Schedule 1

NFDC CONTRIBUTION TO SCC COSTS

Any Services undertaken within the scope of this memorandum of understanding as supplied to NFDC by SCC via a third party shall be billable at the cost invoiced by the supplier. Activities undertaken by SCC officers in delivering NFDC responsibilities shall be billable at the hourly rate £44 per hour (excluding VAT), or any revised rate as pre agreed in writing(to include email) between 'the parties' at least two calendar months in advance of that new charge being applied. SCC will only invoice NFDC for costs that have been agreed with NFDC in advance and in writing.

SCC shall invoice NFDC using a pre-determined Order Number, for each financial quarter as based on a financial year i.e. October to December end, January to March end, April to June end and July to September and to be payable within 30 days of receipt of the invoice by NFDC.

Each invoice shall detail the period covered, the service provided, the number of officer hours, the hourly rate and total charge

Schedule 2

SCC Ministerial Direction:



Department
for Environment
Food & Rural Affairs

Nobel House
17 Smith Square
London SW1P 3JR

Dr Therese Coffey MP
Parliamentary Under Secretary of State
for the Environment

T 03459 335577
defra.help@defra.gov.uk
www.gov.uk/defra

Cllr Simon Letts
Southampton City Council
Civic Centre
Southampton
SO14 7LY

19th December 2017

Dear Cllr Letts,

I wrote to you on 23 November 2017 outlining our expectation that you deliver a Clean Air Zone by the end of 2019 or sooner, with a view to achieving compliance within the shortest possible time. I also noted that we had requested your Full Business Case (FBC) by summer 2018.

My officials have informed me about the discussions which took place with Southampton City Council officers on 1 December 2017. I understand that Southampton's Outline Business Case (OBC) does not yet fully evidence your preferred option of a class B CAZ. It was also noted that further work is required to conclude whether this is your actual preferred option. You indicated you would submit a FBC in September 2018. I understand you are working with New Forest District Council who were named in the 2017 UK Air Quality Plan and I appreciate your efforts in doing so.

I understand you have been asked to submit a revised OBC as soon as possible and by February 2018, which will include the full evidence to support your preferred option. It is also imperative you submit your FBC as soon as possible. Your FBC should detail your proposed option to deliver compliance in the shortest possible time and your commercial and delivery arrangements. Therefore, as I indicated in my earlier letter please find attached a ministerial direction made under the Environment Act 1995. This direction requires Southampton City Council to produce a FBC (following appropriate consultation where required) by 15 September 2018. We would also like early sight of your draft FBC, at a working level, ahead of this deadline.

I intend to come to Southampton to speak with you on January 12th. At this meeting I will ask you to present your preferred option for delivering compliance in the shortest possible time and to explain how you will ensure timely delivery. My office will contact the council to make the specific arrangements for this meeting.

We are supporting the early implementation of key measures to deliver air quality improvements. A further opportunity for early measures support will be available shortly. We will continue to support your efforts more generally and expect this to include drawing on expertise from across Government, Local Partnerships and the Energy Savings Trust.

Yours sincerely,

DR THERESE COFFEY MP

DIRECTION

ENVIRONMENT ACT 1995

Environment Act 1995 (Southampton City Council) Air Quality Direction 2017

The Secretary of State, in exercise of the power conferred by section 85(5) of the Environment Act 1995(a), gives the following direction.

In accordance with section 85(6) a copy of this direction will be published in the London Gazette.

The Secretary of State makes this direction having determined that it is necessary in order to meet obligations placed upon the UK under the EU Ambient Air Quality Directive(s).

Citation, commencement and application

1.—(1) This direction may be cited as the Environment Act 1995 (Southampton City Council) Air Quality Direction 2017 and comes into force on 20th December 2017.

(2) This direction applies to Southampton City Council.

Interpretation

2. In this direction—

“the 2000 Act” means the Transport Act 2000(c);

“AQP” means the UK plan for tackling roadside nitrogen dioxide concentrations 2017, drawn up by the Secretary of State in accordance with regulation 26(1) of the Air Quality Standards Regulations 2010(d);

“the authority” means Southampton City Council;

“feasibility study” means a study, conducted by the authority in accordance with HM Treasury’s Green Book approach, to identify the option that will deliver compliance with legal limits for nitrogen dioxide in a given area in the shortest possible time as part of the AQP;

“full business case” means a document that sets out detailed proposals for a scheme which has been identified through a feasibility study as the authority’s preferred measure to deliver compliance with the legal limit value for nitrogen dioxide in the shortest possible time;

“local transport policies” has the meaning given by section 108(5) of the 2000 Act(e).

Duty to prepare and submit a full business case

3.—(1) The authority must as part of its feasibility study, prepare a full business case for the area for which it is responsible.

(2) The full business case must be submitted to the Secretary of State as soon as possible and by 15th September 2018 at the latest.

Inquiry in respect of a full business case

4.—(1) The authority must only exercise its power to hold a local inquiry, whether under section 170(2)(a) of the 2000 Act or otherwise, in relation to any scheme it identifies as part of its feasibility study and in preparing its full business case in accordance with this Article.

(2) The authority may only hold a local inquiry if it is necessary to do so, notwithstanding any other opportunities which the authority has or could have provided for representations to be made in relation to the scheme.

(3) Before an inquiry is held in accordance with paragraph (2), the authority must consult the Secretary of State and—

- (a) submit a proposed timetable for the completion of the inquiry, and
- (b) inform the Secretary of State whether the inquiry will be in addition to or instead of any other opportunity to make representations about the scheme identified in the full business case.

(4) Where the authority consults the Secretary of State under paragraph (3), the Secretary of State must give written consent to the timetable before the inquiry begins.

(5) In this direction, a reference to holding a local inquiry includes a reference to causing a local inquiry to be held.

Submission of the full business case to the Secretary of State

5. When submitting its full business case, the authority must provide the Secretary of State with the following information—

- (a) the date on which it is proposed that the scheme identified in the full business case will come into effect;
- (b) confirmation that all public consultation necessary in respect of the scheme identified in the full business case, has been completed (including where applicable consultation in accordance with section 170(1A), (1C) or (5)(a) of the 2000 Act(a));
- (c) a summary of any responses received in response to any consultation and of the changes (if any) made to the scheme identified in the full business case following that consultation;
- (d) where the full business case proposes a scheme in connection with which the authority intends to exercise powers under the 2000 Act, confirmation that the scheme facilitates the achievement of the local transport policies (where applicable) which apply in the authority's area;
- (e) confirmation that the full business case has been prepared in accordance with HM Treasury's Green Book approach;
- (f) confirmation—
 - (i) that no local inquiry has been held or is due to be held, or
 - (ii) that a local inquiry has taken place in accordance with the timetable agreed by the Secretary of State under Article 4 of this Direction.

Guidance

6. The authority, in taking steps under this direction, must have regard to relevant guidance issued by the Secretary of State.



Thérèse Coffey MP
Parliamentary Under Secretary of State
Department for Environment, Food & Rural Affairs

19th December 2017

EXPLANATORY NOTE

(This note is not part of the direction)

This direction directs Southampton City Council to prepare and submit to the Secretary of State a full business case by 15th September 2018 in connection with its duties in respect of air quality under Part 4 of the Environment Act 1995 and as part of the UK plan for tackling roadside nitrogen dioxide concentrations 2017. The authority is already conducting a feasibility study under the previous UK plan. The full business case must set out detailed proposals for a scheme which is the authority's preferred measure to deliver compliance in its area with the legal limit value for nitrogen dioxide in the shortest possible time. Under section 85(7) of the Environment Act it is the duty of a local authority to comply with a direction given to it. A copy of this direction is available for inspection at Nobel House, 17 Smith Square, London SW1P 3JR.

NFDC Ministerial Direction:



Department
for Environment
Food & Rural Affairs



Department
for Transport

Councillor Barry Rickman
Leader New Forest District Council
Appletree Court
Beaulieu Road
Lyndhurst
SO43 7PA

27 July 2017

Dear Councilfor Rickman,

National Air Quality Plan for Nitrogen Dioxide

I am writing to you following the publication of the National Air Quality Plan for Nitrogen Dioxide yesterday. The Plan sets out how the Government will ensure that compliance with air quality limits is achieved in the shortest time possible. A key part of the Plan is a requirement on some local authorities to undertake feasibility studies to explore a range of measures to improve air quality.

As you are aware, your local authority is one of those named in the Plan as needing to undertake a feasibility study. This letter sets out how this process will operate, and how funding will initially be allocated. It also includes the formal legal direction to begin work.

Delivery of feasibility studies will be overseen by the Defra/Department for Transport Joint Air Quality Unit (JAQU). We would like to thank you for the positive engagement that has already taken place between your officials and JAQU. These contacts will continue over the summer. We will also be organising workshops with local teams in early autumn.

Funding

As you know, the Government has allocated funding for feasibility studies and implementation of your scheme. The Government recognises that these activities require time and expertise from your staff and contractors. We would like to offer funding as soon as possible to cover your immediate resourcing needs for this project. We will be in touch with your teams directly to discuss the amount of funding available and set out the payment method.

Directions

As set out in the Plan, the Government is putting legal duties on local authorities to produce feasibility studies. These duties are set out in the legally binding directions

enclosed at **Appendix A**. The directions require you to submit your initial plan by the end of March 2018 and your final plan by the end of December 2018.

Guidance on feasibility studies

The Joint Air Quality Unit will provide comprehensive guidance documents to help you prepare your feasibility study. These have been divided into four packages: Inception; Evidence; Options appraisal; and Implementation.

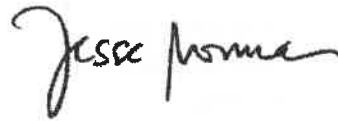
The packages are separated according to the different phases of your feasibility study and implementation of the plan. You will receive the Inception and Evidence packages first, followed by the Options Appraisal package so you can start to develop your feasibility study and business case. The Implementation package will be provided in autumn 2017 as you start to consider implementation of your scheme.

We are copying this letter to the Chief Executive of your local authority and we look forward to working with you as your study progresses.

Yours sincerely,



DR THERESE COFFEY MP



JESSE NORMAN MP

ENVIRONMENT ACT 1995

Environment Act 1995 (Feasibility Study for Nitrogen Dioxide Compliance) Air Quality Direction 2017

The Secretary of State, in exercise of the power conferred by section 85(5) of the Environment Act 1995(a), gives the following direction.

In accordance with section 85(6) a copy of this direction will be published in the London Gazette.

The Secretary of State makes this direction having determined that it is necessary in order to meet obligations placed upon the UK under the EU Ambient Air Quality Directive(b).

Citation, commencement and application

1.—(1) This direction may be cited as the Environment Act 1995 (Feasibility Study for Nitrogen Dioxide Compliance) Air Quality Direction 2017 and comes into force on 28 July 2017.

(2) This direction applies to England.

Interpretation

2. In this direction—

“specified authorities” means the local authorities listed in Schedule 1;

“specified activities” means the activities described in Schedule 2.

Requirement to take certain steps

3. Each of the specified authorities must complete the specified activities by the dates specified in Schedule 2.



Thérèse Coffey MP
Parliamentary Under Secretary of State for the Environment
Department for the Environment Food & Rural Affairs

27 July 2017

SCHEDULE 1

Paragraph 3

Relevant Authorities

Basildon Borough Council

Bath and North East Somerset Council Bolton

Metropolitan Borough Council Bristol City
Council

Bury Metropolitan Borough Council Coventry City
Council

Fareham Borough Council

Gateshead Metropolitan Borough Council Guildford
Borough Council

Manchester City Council Middlesbrough

Borough Council New Forest District Council

Newcastle City Council

North Tyneside Council Rochford District
Council

Rotherham Metropolitan Borough Council Rushmoor Borough
Council

Salford City Council Sheffield City
Council

Stockport Metropolitan Borough Council Surrey

Heath Borough Council Thameside Metropolitan
Borough Council Trafford Metropolitan Borough
Council

SCHEDULE 2

Paragraph 3

Relevant Activities

| <i>Activity</i> | <i>Description of activity</i> | <i>Deadlines</i> |
|---|--|--|
| <p>Undertake as part of the UK plan for tackling roadside nitrogen dioxide concentrations 2017, a Feasibility Study in accordance with the HM Treasury's Green Book approach, to identify the option which will deliver compliance with legal limits</p> | <p>Initial Plan: Setting out the case for change and the first stage in identifying, exploring, analysing and developing options for measures which the local authority will implement to deliver compliance in the shortest possible time, with indicative costs for those</p> | <p>As soon as possible and by 31 March 2018 at the latest.</p> |
| <p>for nitrogen dioxide in the area for which the authority is responsible, in the shortest possible time.</p> | <p>options.</p> | |
| <p>As above</p> | <p>Final Plan: Identifying the preferred option for delivering compliance in the shortest possible time, and setting out value for money considerations and implementation arrangements</p> | <p>As soon as possible and by 31 December 2018 at the latest.</p> |

EXPLANATORY NOTE

(This note is not part of the direction)

This direction directs certain English Local Authorities to carry out the specified activities listed in Schedule 2 in relation to their duties in respect of Air Quality under Part 4 of the Environment Act 1995 by the specified deadlines. Under section 85(7) of that Act it is the duty of a local authority to comply with a direction given to it. A copy of this direction is available at for inspection at Nobel House, 17 Smith Square, London SW1P 3JR.

Schedule 3

Outline Timeline of Approval Process

| | March | April | May | June | July | August | September | October | Unknown |
|---|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| | 19/03/2018 | 16/04/2018 | 14/05/2018 | 11/06/2018 | 09/07/2018 | 07/08/2018 | 04/09/2018 | 02/10/2018 | 31/10/2018 |
| SCC/NEPC Additional Funding Submission | | | | | | | | | |
| SCC/NEPC Options Reseals Report | | | | | | | | | |
| SCC/NEPC Reseals Target Determination Data Submission | | | | | | | | | |
| SCC/NEPC Economic Report (Including Qualitative Distributional Analysis) | | | | | | | | | |
| SCC Purdah | | | | | | | | | |
| SCC/NEPC Draft Outline Business Case Submission to JAQU* | | | | | | | | | |
| Memorandum of Understanding SCC/NEPC Signed | | | | | | | | | |
| SCC/NEPC Outline Business Case Submission to JAQU* | | | | | | | | | |
| JAQU Comment | | | | | | | | | |
| SCC/NEPC to Consider JAQU Comment and Incorporate | | | | | | | | | |
| SCC/NEPC Prepare Consultation Documents | | | | | | | | | |
| SCC Submit Cabinet Report (To Decide on Publishing Q&C and Start Consultation) | | | | | | | | | |
| SCC/NEPC Submit Consultation Documents to JAQU | | | | | | | | | |
| SCC Cabinet Decision on Publishing on Q&C and Starting Consultation | | | | | | | | | |
| SCC Call in Period (No Implementation) | | | | | | | | | |
| SCC/NEPC Start Consultation (If No Call In)* | | | | | | | | | |
| SCC/NEPC to Consider Consultation Comments | | | | | | | | | |
| SCC Submit Cabinet Report (Approving the Submission of the Full Business Case to S&S) | | | | | | | | | |
| SCC Cabinet Decision (Approving the Submission of the Full Business Case to S&S) | | | | | | | | | |
| SCC Call-in Period (No Implementation) | | | | | | | | | |
| SCC/NEPC Full Business Case Submission to JAQU (If No Call In)* | | | | | | | | | |
| SCC Council Decision to Approve the Implementation of the Full Business Case and Associated Expenditure | | | | | | | | | |
| NEPC Initial Plan (In Compliance with M.D. Submitted as SCC/NEPC Draft O&C) | | | | | | | | | |
| SCC/NEPC Outline Business Case Submission to JAQU* | | | | | | | | | |
| NEPC Environment Scoping and Overview (Reseal Consultation Responses) | | | | | | | | | |
| SCC/NEPC Prepare Consultation Documents | | | | | | | | | |
| SCC/NEPC Start Consultation (If No Call In)* | | | | | | | | | |
| SCC/NEPC to Consider Consultation Comments | | | | | | | | | |
| NEPC Cabinet | | | | | | | | | |
| NEPC Full Council | | | | | | | | | |
| SCC/NEPC Full Business Case Submission to JAQU (If No Call In)* | | | | | | | | | |
| NEPC Ministerial Direction for Final Plan Submission | | | | | | | | | |

Complete/Submission Activity
 Case drafts submitted regularly to JAQU
 if called in, expecting 4-6 weeks additional time

