

Appendix 2

Memorandum of Understanding

Relating to the delivery of the Initial Preparation and Infrastructure Works (IPIW) for the Garden Village at Handforth (Phase 1)

THIS MEMORANDUM is dated

2023

PARTIES

- (1) **CHESHIRE EAST BOROUGH COUNCIL** of Westfields, Middlewich Road, Sandbach, CW11 1HZ (**'Owner'**)
- (2) **CHESHIRE EAST BOROUGH COUNCIL** of Westfields, Middlewich Road, Sandbach, Cheshire, CW111 1HZ (**'Council'**)

1. Background

- 1.1 The Owner is the majority landowner of the Site.
- 1.2 The Council is the local planning authority for the purposes of the Town & Country Planning Act 1990 ('the Act').
- 1.3 By an application registered on 15th May 2019 and allocated planning reference number 19/0623M, the Owner, through its development company Engine of the North Limited ('EOTN') applied for planning permission to the Council, acting as Local Planning Authority, to develop land east of the A34 and south of the A555 at Handforth, Cheshire ('the Site').
- 1.4 EOTN has submitted a High Level Phasing Plan ('Schedule 2') to the Council identifying the number, location, extent and programming of construction Phases of the whole Site including details of the Green Infrastructure, mixed use village centre and employment uses as described in the Application.

2. Definitions

- 2.1 The following terms used within this MoU are as defined in the S106:

"Access"	Means full and unrestricted construction access (subject to compliance with health and safety matters) with and including all officers, employees, contractors and agents, with or without plant, machinery and materials, subject only to the Council giving the Owner at least 5 working days' notice of the date of required access.
"Annual Ecological Commuted Sum"	The sum of £164, 051 (one hundred and sixty four thousand and fifty one pounds)
"Application"	The hybrid application for planning permission registered by the Council on the 15 May 2019 and allocated reference number 19/0623M
"BB103"	Means the document described as Building Bulletin 103 and entitled "Area Guidelines for Mainstream Schools" published by the Department for Education and the

Education Funding Agency and dated June 2014 including any document which from time to time replace (in whole or part) that document

“CMMP”

A detailed community management and maintenance plan relating to the Site, submitted to and approved by the Local Planning Authority setting out;

1. a strategy for the maintenance and management in perpetuity of the Common Areas
2. the proposals for the long term management and maintenance in perpetuity of each element of the Common Areas, identifying the maintenance requirements including all ongoing maintenance and management operations, specifically identifying the management objective, task and the timing and frequency of the operation for all the features of the area to include any hard and soft landscaping, surfacing materials, furniture, play equipment, refuse or other storage units, signs, lighting, boundary treatments, trees, shrubs and hedge plants to ensure that the area remains safe and as necessary available for public use
3. details of how the long term maintenance and management of the Common Areas will be secured and a business plan explaining how they will be financed (together with details of the mechanisms by which the Estate Management Charge is to be calculated) and carried out throughout the lifetime of the Development
4. how relevant parts of the Common Areas will be operated and managed by the Management Company

“Commencement of Development”

The date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out and “Commence Development” shall be construed accordingly.

“Common Areas”

The Strategic Green Infrastructure, Open Space, the Village/Community Hall, the village centre, unadopted roads (which shall be maintained as part of the Common Areas over which the public shall have rights of access in perpetuity) and all other areas of the Site transferred to the Management Company and identified in the CMMP;

“Development”

The Development of the Site by

Part 1 – Outline Planning Application

The demolition works (unspecified); around 1,500 new residential dwellings (Class C3); new employment uses (Classes E and B2); new mixed-use local (village) centre

(Classes E, C1, C2, C3, F.1, F.2 and sui generis uses); new strategic green infrastructure; and other associated infrastructure. All detailed matters (appearance, means of access, landscaping, layout, scale) are reserved for subsequent approval;

Part 2 – Full Planning Application

The initial preparation and infrastructure works, including: earthworks, remediation, re-profiling and preparation; access works and other highway infrastructure; drainage; utilities; demolition and replacement of A34 bridge; strategic green infrastructure; and other associated infrastructure,

as set out in the Application.

“Footpath and Cycleway Contribution”	The sum of £500,000 (five hundred thousand pounds)
“Footpath and Cycleway Purposes”	The provision of new and improved off-site pathways and cycleways to link the Site with the local neighbourhood and key destinations
“High Level Phasing Plan”	The plans reference xxxxx and set out in Schedule 2 that sets out the number, location, extent and programming of construction Phases of the whole Site including details of when each element of the Common Areas, Strategic Green Infrastructure, mixed use village centre and employment uses as described in the Application are to be provided
“Initial Ecological Commuted Sum”	The sum of £1,842,389 (one million eight hundred and forty two thousand, three hundred and eighty nine pounds)
“Interim Maintenance and Management Scheme”	<p>A scheme providing full details of the maintenance and management proposals for each individual area of the Strategic Green Infrastructure following completion and prior to the transfer to the Management Company including but not limited to-</p> <ol style="list-style-type: none">1. identifying the maintenance requirements including all ongoing maintenance operations, specifically identifying the management objective, task and the timing and frequency of the operation for all the features of the area to include any hard and soft landscaping, surfacing materials, furniture, play equipment, refuse or other storage units, signs, lighting, boundary treatments, trees, shrubs and hedge plants, and,2. details who is to undertake the maintenance and management of the area to ensure that the area remains safe and as necessary available for public use

“Initial Primary Infrastructure Works” “IPIW”	Means the earthworks, remediation, re-profiling and preparation; access works and other highway infrastructure; drainage; utilities; demolition and replacement of A34 bridge; Strategic Green Infrastructure; and other associated infrastructure that form part of the full planning permission of the Development
“Level and Fully Serviced Condition”	the provision of adopted roads, sewers, water supply, gas, electricity and telecommunications (including the provision of broadband) to the boundary of the School Site with a capacity assessment to be submitted to the council to ensure sufficient capacity and the adequate provision of the service for the running of the New School and its associated infrastructure
“Remediated”	means free from any contamination which would limit, prevent or restrict the development and use of the School Site for its intended purpose (to the reasonable satisfaction of the Council as evidenced in writing) and the mitigation measures and recommendations detailed in any environmental contamination remediation scheme reasonably required by the Council have been carried out to the Council’s satisfaction;
“School Scheme”	a scheme identifying- <ul style="list-style-type: none"> 1. the level of the School Site relative to the surrounding land, and, 2. the location and depth of connection points for services, and 3. details of the size, fall and capacity of the services to be provided in or adjacent to the access road to serve the School Site and provide it in a Level and Fully Serviced Condition, and, 4. Traffic calming or 20mph speed limits on surrounding roads to the School Site, and 5. Adopted public highway provided to ensure suitable vehicular access for building maintenance (not a cul-de-sac) and a separate suitable vehicular access to service the playing field 6. an all weather sporting provision.
“School Site”	The site identified on the Fixed Parameters: Land Use Plan in a Remediated, Level and Fully Serviced Condition site providing for a new school in accordance with BB103 and associated ancillary areas to accommodate pupils of primary through secondary school age with a total size of not less than 3 hectares

and provision of an all weather sporting provision, the exact details of which will be identified as a Reserved Matter

“Stockport Hall Moss Lane Improvements Contribution”

The sum of £387, 522.00 (three hundred and eighty seven thousand five hundred and twenty two pounds)

“Stockport Hall Moss Lane Works”

Improvement works for mitigating the traffic and transportation impacts of the Development at the Hall Moss Lane and Dairy House Lane junction located within Stockport MBC, the need for which arises directly from the Development

“Strategic Green Infrastructure Strategy”

A strategy that provides:

1. full details of the location of each element of the Strategic Green Infrastructure by reference to a plan.
2. for each element of Strategic Green Infrastructure:
 - the full details of the works to be undertaken;
 - any existing features that are to be retained and works to be undertaken to them;
 - an Ecological Works and Habitat Scheme
 - any ecological mitigation and enhancement works which are to be undertaken to create and increase the ecological value;
 - any footpaths or other rights of way that are to exist and/or currently exist and works to be undertaken to them;
 - any drainage function that is to be provided.
3. the programme and timing of works for each element of the Strategic Green Infrastructure and the Phase within which it is located.
4. whether the public will have access to each element of the Strategic Green Infrastructure in the future and how this will be achieved or restricted as necessary.
5. the Interim Maintenance and Management Scheme for each element of the Strategic Green Infrastructure

“Travel Plan Monitoring Contribution”

The sum of £10,000.00 (ten thousand pounds)

3. Undertaking

3.1.1 The Owner agrees to meet the relevant requirements of the S106 relating to the IPIW as referenced in Schedule 1.

Schedule 1

S106 Clause	DRAFT Owner covenants triggered by Phase 1	DRAFT Undertaking
--------------------	---	------------------------------

Notifications

Clause 5.1.3	To notify the S106 Monitoring Officer within 5 days of 3 months prior to anticipated Commencement of Development	Within 5 working days of the date which is 3 months prior to the anticipated Commencement of Development an officer within the Economic Development Service shall email the CEC S106 monitoring officer, copying in the case planning officer
	To notify the S106 Monitoring Officer within 5 working days after Commencement of Development	Within 5 working days of Commencement Development an officer within the Economic Development Service will email the CEC S106 monitoring Officer copying in the planning Officer
	To notify the S106 Monitoring Officer within 5 working days after commencement of Strategic Green Infrastructure works	Within 5 working days of commencement of Strategic Green Infrastructure works an officer within the Economic Development Service will email the CEC S106 monitoring Officer copying in the Planning Officer

Schedule 1

Part 1 General Provisions

Clause 1	Not to Commence Development unless and until the Owner has submitted the Strategic Green Infrastructure Strategy and the Interim Maintenance and Management Scheme to the Council for approval and the Council has approved the Strategic Green Infrastructure	Prior to the Commencement of Development, an officer within the CEC Economic Development Service, will email the CEC S106 Monitoring Officer a copy of a Strategic Green Infrastructure
----------	--	---

Strategy and the Interim Maintenance and Management Scheme in writing.

Strategy and Maintenance and Management Scheme for approval.

The Council as Owner will ensure that any contract for the IPIW provides that development cannot commence until written approval of the Strategic Green Infrastructure Strategy and the Interim Maintenance and Management Scheme has been received from the LPA.

To implement the Strategic Green Infrastructure Strategy and the Interim Maintenance and Management Scheme in full, also in accordance with the approved High Level Phasing Plan.

Once the Strategic Green Infrastructure Strategy and the Interim Maintenance and Management Scheme have been approved in writing by the LPA, the Council as landowner will implement the Strategy and Scheme as so approved and also in accordance with the High Level Phasing Plan set out at Schedule 2.

The Strategic Green Infrastructure Strategy will set out the extent of landscaping to be undertaken as part of the IPIW. This will be included in the contract for the IPIW.

Part 3 Open Space Provisions

Strategic Green Infrastructure

Clause 1.1 To undertake the Strategic Green Infrastructure Works in accordance with the Strategic Green Infrastructure Strategy as approved by the Council.

Strategic Green Infrastructure Works, in so far as they fall within the scope of the IPIW, will be undertaken in accordance with the Strategic Green Infrastructure Strategy as approved.

The remaining areas of Strategic Green Infrastructure on land within the Council ownership (which fall outside the scope of the IPIW) will be subject to a further MoU if they remain in the ownership of the Council at the time they come forward for development.

- | | | |
|------------|--|--|
| Clause 1.2 | Not without the prior written consent of the Council to undertake works other than the Strategic Green Infrastructure Works or works in accordance with the Strategic Green Infrastructure Strategy or CMMP or locate any compounds or undertake any activities on the Strategic Green Infrastructure without the prior written consent of the Council | For the duration of the IPIW this will be ensured by embedding this requirement into the contract for the IPIW. A copy of the contract will be shared with the LPA prior to completion of the contract.

Upon completion of the IPIW the Interim Maintenance and Management Scheme will regulate activities within the Strategic Green Infrastructure. |
| Clause 1.3 | To manage and maintain the elements of Strategic Green Infrastructure in accordance with the Interim Maintenance and Management Scheme as approved by the Council from the time they are provided to the reasonable satisfaction of the Council until transfer to the Management Company. | In so far as Strategic Green Infrastructure provided falls within the scope of the IPIW, this will be managed and maintained in the manner set out in the Interim Maintenance and Management Scheme once approved. |
| Clause 1.4 | Following Commencement of Development, the area of the Handforth Dean Meadows and Ponds Local Wildlife Site that lies outside of the IPIW will be protected from any building works and will be managed and maintained in accordance with the Strategic Green Infrastructure Strategy for this area from the Commencement of Development. | Protection of this area will be ensured by embedding the requirement for protection of this area into the contract for the IPIW. The contract will be shared with the LPA prior to completion of the contract. |

Ecological clauses

- | | | |
|------------|---|---|
| Clause 7.1 | Prior to the Commencement of Development to pay the Initial Ecological Commuted Sum to the Council and the first five (5) years of the Annual Ecological Commuted Sum and not to permit or allow the Commencement of the Development unless and until the Ecological Commuted Sum and the first five (5) years of the Annual Ecological Commuted Sum have been paid to the Council for the Ecological Works Purposes and for the Ecological Management Purposes | Prior to Commencement of the Development the Initial Ecological Commuted Sum and 5 years Annual Ecological Commuted Sum will be made available for ecological off site mitigation necessitated by the IPIW. |
| Clause 7.2 | Three (3) years from the date of the payment of the Initial Ecological Commuted Sum to the Council and thereafter annually on the same date for a period of twenty five (25) years to pay to the Council the Annual Ecological Commuted Sum for the Ecological | Three (3) years from the date of the payment of the Initial Ecological Commuted Sum to the Council, the Annual Ecological Commuted Sum will be made available for ecological |

Part 4 Highways and Sustainable Transport Provisions

- | | | |
|-------------------|---|---|
| <p>Clause 1.1</p> | <p>Prior to the Commencement of Development to pay to the Council the Stockport Hall Moss Lane Improvements Contribution for the Stockport Hall Moss Lane Improvements Works and not to allow or permit the Commencement of Development until the Stockport Hall Moss Lane Improvements Contribution has been paid in full.</p> | <p>Prior to Commencement of Development, the Stockport Hall Moss Lane Improvements Contribution will be paid to the LPA for the Stockport Hall Moss Lane Works.</p> |
| <p>Clause 1.6</p> | <p>Prior to the Commencement of Development to pay to the Council the Footpath and Cycleway Contribution for the Footpath and Cycleway Purposes and not to allow or permit the Commencement of Development until the Footpath and Cycleway Contribution has been paid in full.</p> | <p>Prior to Commencement of the Development the Footpath and Cycleway Contribution will be made available to the LPA for the Footpath and Cycleway Purposes.</p> |
| <p>Clause 1.7</p> | <p>Prior to the Commencement of Development to pay to the Council the Travel Plan Monitoring Contribution for the Travel Plan Monitoring and not to allow or permit the Commencement of Development until the Travel Plan Monitoring Contribution has been paid in full</p> | <p>Prior to Commencement of Development the Travel Plan Monitoring Contribution will be made available to the LPA for Travel Plan Monitoring.</p> |

Part 5 Education Provisions

- | | | |
|-------------------|--|--|
| <p>Clause 1.3</p> | <p>A School Scheme will be submitted to the Council for approval prior to the Commencement of Development and Commencement of Development will not take place unless and until the School Scheme has been approved in writing. Any subsequent amendment or variation to the School Scheme must be approved in writing by the Council and the approved School Scheme must be complied with.</p> | <p>A School Scheme will be submitted to the LPA for approval prior to Commencement of Development and the owner agrees that any further variations to the School Scheme must be approved in writing by the Council.</p> |
| <p>Clause 1.4</p> | <p>The School Site at the point of appropriation to the Education Department of the Council will;</p> <p>a) not be crossed by public right of way or access, crossed by or bounded by power lines, crossed by gas mains.</p> | <p>Prior to entering into a contract for the IPIW the Council as landowner will ensure that any specific requirements relating to the School Site will be included in that contract. The contract will be shared with the LPA prior to completion of the contract.</p> |

- b) be free of items or structures of archaeological interest, protected species or habitats, and not be part of a conservation area or have planning restrictions
- c) be free from buildings and other surface structures, trees and abutting trees, pipes and underground cables, spoil, land fill and fly tipping and void spaces such as wells, sumps and pits.
- d) be Remediated and free from invasive plants such as Japanese Knotweed.
- e) be outside any current or proposed 57dBA Leq noise contour and not materially affected by potential sources of noise, air or light pollution.
- f) be available and accessible for investigation purposes. Vehicular access must be suitable for construction and commissioning purposes.
- g) Provide services at sufficient capacity to enable the running of the New School and its associated infrastructure and provide a services assessment to the Council to show that the services provided are sufficient to make adequate provision for the New School and associated infrastructure.
- h) be fully secured against any unauthorised access to the satisfaction of the Council

Clause 1.6 To ensure that any Disposal of land lying adjacent to the School Site will contain a covenant preventing the formation of openings in the boundary into the School Site.

The Council as landowner will ensure such a covenant is embedded into any documentation for the disposal of any land in the Council's ownership which lies adjacent to the school site.

Clause 1.7 To permit the Council to enter the School Site on prior reasonable notice for the purpose of undertaking survey work until the date that the School Site is transferred and following transfer of the School Site to provide Access to the School Site (whether temporary or not) to allow the construction of the new school. If the Access is via a temporary route, then the Owner shall be entitled to replace the whole or part of the access roads or appropriate parts of them

The Council as landowner will include a clause in the contract for the IPIW requiring reasonable access be given for this purpose by the IPIW contractors subject to prior notice as specified.

and shall permit the Council to use the same.

Clause 1.8 To provide a safe, reasonable, unrestricted and health and safety compliant pedestrian access to the School Site for children attending the School Site from each residential Phase of the Development, if necessary, via a temporary route, from the date of opening of the school to be located on the School Site

This clause requires discussion with the LPA to better understand what is required.

Part 7 Timing

Clause 1.2 Not to permit the Initial Primary Infrastructure Works to be undertaken within a 5 metre radius of the listed building known as Dairy House Farm until the works of stabilisation and repair have been completed in accordance with listed building approval 20/1942M.

The Council as landowner will ensure the stabilisation and repair works at Dairy House Farm as approved under 20/1942M will be implemented prior to any IPIW occurring within 100m of Dairy House Farm.

In line with the Councils Financial Scheme of Delegation, in relation to payment or assignment of each commuted sum, the appropriate written decision will be made and recorded either via ODR, the appropriate Committee or full Council.