

# Cheshire East Council

## Cabinet

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<b>Date of Meeting:</b>	6 <sup>th</sup> February 2018
<b>Report of:</b>	Executive Director of Place
<b>Subject/Title:</b>	Sydney Road Replacement Bridge - Project Implementation
<b>Portfolio Holder:</b>	Cllr D Stockton, Environment

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### 1. Report Summary

- 1.1. The Council has set out a clear vision and strategy for employment led economic growth. An important element of this strategy is to improve the Borough's infrastructure to improve connectivity.
- 1.2. As the largest town in the Borough, the role of Crewe in the economy of Cheshire East and the wider Cheshire and Warrington sub-region is crucial. Planned housing development is taking place in the north of Crewe so providing capacity improvements at Sydney Road Bridge will support this growth and enhance access to the key destinations of Bentley and Leighton Hospital.
- 1.3. Sydney Road is a classified B Road which acts as a main distributor route and crosses the West Coast Crewe to Manchester main railway line. The existing bridge is a narrow traffic signal controlled single carriageway only structure. The scheme seeks to increase capacity by replacing the existing bridge with a new wider structure capable of taking two way traffic and removing the traffic signal restriction.
- 1.4. This report recommends undertaking the steps required to implement the construction phase of the project, including the following:
  - Enter into agreements with Network Rail to facilitate the transfer of bridge ownership from Network Rail to the Council and the grant of rights to the Council and utility providers (see 2.1.2)
  - Enter into an Implementation Agreement with Network Rail for Construction (see 2.1.12)
  - Establish control of the required permanent and temporary land
  - Agree the funding strategy
- 1.5. Recommendations requested within this paper would not directly impact on the adjacent Crewe Green Roundabout project. However, Sydney Road

Bridge replacement is linked to the improvements planned for Crewe Green roundabout and both projects are working together to minimise disruption to the public and maximise any associated opportunities.

## **2. Recommendation**

Cabinet is recommended to:

**2.1. Authorise the Executive Director of Place, in consultation with the Portfolio Holder for Highways to:**

2.1.1 Enter into an Implementation Agreement with Network Rail for them to deliver construction of the scheme through their design and build supply chain framework.

2.1.2 Acceptance of the newly constructed bridge into Council ownership upon payment of an appropriate commuted sum by Network Rail and to enter into an Asset Transfer Agreement, a Two Party Bridge Agreement, Option Agreements and any Easement and other related agreements relating to use of and rights over Network Rail's land, with Network Rail as necessary.

**2.2. Authorise the Executive Director of Place, in consultation with the Director of Legal Services, to enter into discussions with land owners, utility companies, Network Rail and all third parties in relation to acquiring the necessary land and acquiring and granting rights to deliver the scheme and to delegate the negotiation and entering into of any necessary supporting legal agreements (including but not limited to option agreements, permanent land take, temporary land take/use of third party land, licences, easements (granting and acquiring), rights of support, rights to go onto land to do works, rights of access and rights for services, wayleaves and oversail agreements) and any variations required to those agreements during the course of the project**

**2.3. Authorise the Executive Director, Place in consultation with the Portfolio Holder for Environment, to proceed with the scheme on the basis of the proposed funding arrangement as outlined in Section 7 and approve the underwriting, in principle, of any necessary gap funding required to deliver the scheme due to timing of receipt of Section 106 contributions (see 7.3.12).**

**2.4. Further to the authorisation at Cabinet on 13<sup>th</sup> October 2015 to proceed with the use of the Council's Compulsory Purchase Powers (CPO) to acquire land to construct the scheme and to approve the following specific recommendations:**

Authorise the Executive Director of Place in consultation with the Director of Legal Services to take all appropriate actions to secure the confirmation of the contemplated orders including:

2.4.1. The making of an order (or orders) under Sections 239, 240, 246, 250 and 260 of the Highways Act 1980 and all other powers as appropriate

for the compulsory purchase of land and rights required for the construction of the project.

- 2.4.2. To take all necessary action to secure the making, submission to the Secretary of State for confirmation and (if confirmed) implementation, of the CPO including the publication and service of all relevant notices and for the Director of Legal Services to secure the presentation of the Council's case at any public inquiry and the subsequent service of Notices to Treat and Notices of Entry or, as the case may be the execution of General Vesting Declarations;
- 2.4.3. To negotiate and enter into agreements and undertakings with the owners of any interest in the CPO and any objectors to the confirmation of the Orders setting out the terms for the withdrawal of objections to the Orders including where appropriate, the inclusion in and/or exclusion from the CPO of land or new rights and to authorise the Director of Legal Services to agree, draw up, and to sign all necessary legal documents to record such agreements and undertakings
- 2.4.4. In the event that any question of compensation is referred to the Upper Tribunal (Lands Chamber) to authorise the Director of Legal Services to take all necessary steps in connection with the conduct and, if appropriate, settlement of such proceedings;
- 2.4.5. To authorise the Head of Assets to negotiate and approve the payment of relevant and reasonable professional fees incurred by landowners and others with compensatable interests in taking professional advice in connection with the acquisition of their interests required for the scheme and related compensation claims.
- 2.5 Note the previous Cabinet consideration and the associated engagement with elected members on this project as outlined in paragraph 5.17.
- 2.6 Endorse the report author's analysis regarding the urgency of this decision and his view that the delay caused by any call-in process would seriously prejudice the Council's and the public's interests.

Note: CPO powers will only be used if land is unable to be acquired by negotiation.

### **3. Reasons for Recommendation**

- 3.1. There is a need to drive forward the development of this £10.5m scheme as the DfT / Local Growth Funding grants of £5.85m are dependent on delivery during the 2015 - 2021 period.
- 3.2. Network Rail (NR) railway overhead electrification apparatus needs to be modified in advance of the bridge works. Through negotiation with the Train Operating Companies (TOCs), NR have identified an acceptable time for possession of the railway required for this work during May 2018.

- 3.3. Council and NR discussions with the TOCs have identified that an acceptable time for possession of the railway to enable bridge demolition and construction of the replacement bridge is during February 2019.
- 3.4. NR will confirm possession booking in advance of the enabling works. NR plan to publish the necessary notices to fix the possession dates required for the construction of the new bridge.
- 3.5. The diversion of a Scottish Power high voltage cable is required for the bridge works to proceed. A cable power outage to implement this diversion is scheduled for April to August 2018.
- 3.6. Cabinet has previously agreed:
- That the delivery strategy for a new structure will be to contract with Network Rail (NR IP) to design and construct the scheme using a Contractor from their tendered OJEU compliant Construction Framework.
  - To enter into an Implementation Agreement with NR to deliver the construction phase of the project.

To meet the time constraints outlined above an Implementation Agreement is required to be in place by 5<sup>th</sup> March 2018.

- 3.7. The bridge cannot be demolished and replaced without a temporary road closure of Sydney Road at the bridge. The closure is expected to be for approximately 22 weeks starting in November 2018. Diversion routes have been developed by the highways network team. The timing and details of diversion routes are being coordinated with the Crewe Green Roundabout project team. Communications with Stakeholders are ongoing and communications will be proactively escalated as the scheme moves towards implementation.
- 3.8. Temporary and permanent land take is required for the scheme as identified during public consultation and as outlined in the approved planning application (Planning Application No. 17/1980N).
- 3.9. Agreements with Network Rail, including an Asset Transfer Agreement (with agreed commuted sum), a Two Party Bridge Agreement, Option Agreement and any Easements and other related legal agreements relating to use of and rights over Network Rail's land, with Network Rail will need to be in place before signing of an Implementation Agreement with NR.

#### **4. Other Options Considered**

##### **4.1. Switching to an alternative delivery route**

The Council have previously agreed to procure the delivery of the scheme through Network Rail, utilising their in house expertise and their OJEU compliant design

and construction framework. Switching to an alternative delivery route for construction at this stage would result in failure to meet the programme and lose valuable expertise and specific knowledge of the scheme solution. This would put realisation of the scheme at significant risk.

**4.2. Deciding not to enter into a Bridge Transfer agreement**

The Council have agreed in principle to have bridge ownership transferred to the Council from NR. A decision to not enter into a Bridge Transfer Agreement would prohibit Network Rail from entering into an Implementation Agreement for construction of the scheme. This would put delivery of the scheme at significant risk.

**4.3. Halting the acquisition of land required for the scheme**

Not proceeding with the acquisition of the permanent and temporary land identified as required for the scheme would result in the preferred option not being deliverable. There would be significant delays to the project if design is switched to a solution that does not require land. This would put realisation of the scheme at significant risk.

4.4. No alternative funding options have been identified.

## **5. Background**

5.1. Sydney Road is located on the north east side of Crewe. It is a Classified 'B' Road which acts as a distributor route serving the north side of Crewe and connecting it to key destinations such as the Bentley Motor Factory and Leighton Hospital.

5.2. Traffic flows on Sydney Road are restricted by the narrow, Network Rail owned Sydney Road Bridge, which currently operates a single-way traffic system controlled by traffic lights at either end of the bridge. The bridge crosses the West Coast Main Line (Crewe – Manchester).

5.3. There are planning consents for new developments along the Sydney Road corridor. The developments will increase road traffic and the Council wishes to undertake work to mitigate the pinch point at this bridge location.

5.4. To demonstrate the economic benefits of the scheme the value for money category is defined by the Benefit Cost Ratio (BCR) of the scheme using monetised impacts in line with Department for Transport guidance notes. The replacement Sydney Road Bridge scheme currently returns a BCR of greater than 3 which demonstrates the scheme offers High Value for Money.

5.5. In 2012 the Council commissioned Jacobs, the Council's term consultant, to undertake a feasibility options study to create 2-way traffic working over Sydney Road Bridge and recommend a preferred option. Five options were considered in the June 2012 report: bridge widening; bridge replacement; a separate pedestrian footbridge to the north or south (in conjunction with two-way vehicular traffic on the existing bridge deck); and, a new bridge to carry westbound traffic, constructed immediately to the south of the existing bridge

which would be retained to carry eastbound traffic and services. Bridge replacement was the preferred option of both the Council and Network Rail Infrastructure Projects (NRIP).

- 5.6. The preferred solution endorsed by Cabinet in November 2014 was to demolish the existing bridge and build a new bridge structure within the enlarged footprint of the old bridge. This solution has the main advantage of being constructed independently from the existing bridge without necessitating structural dependencies upon it. This will result in very low long term maintenance risk, less impact to the traffic flow and rail service providers during construction and a shortened programme.
- 5.7. A NR Basic Asset Protection Agreement (BAPA) was agreed and signed between the Council and NR. The agreement allowed for a small amount of scheme development together with live track access. The Council's consultants Jacobs have undertaken seasonal visual ecology surveys on the live railway to inform the planning application.
- 5.8. The Cabinet has agreed that the delivery strategy for a new structure will be to contract with Network Rail Infrastructure Projects (NRIP) to design and construct the scheme using a Contractor from their tendered OJEU compliant Construction Framework.
- 5.9. NRIP were commissioned to identify and assess options for replacement of the bridge structure and reinstatement of a widened highway. A single option has been selected.
- 5.10. The Council entered into a Development Services Agreements (DSA1) for the outline design phase of the project. This has been completed and the outline design was accepted by the Council in July 2017.
- 5.11. The council have entered into a further Development Services Agreement (DSA2) for detailed design of the scheme. The detailed design is scheduled to be submitted to the Council in December 2017 for review for acceptance by the Council.
- 5.12. The Council have agreed in principle to enter into an Implementation Agreement with NR for the construction phase of the project.
- 5.13. Planning permission was granted for the scheme at Southern Planning Committee on 5<sup>th</sup> July 2017.
- 5.14. Land acquisition or licences for temporary use of land are required for the construction of the project and these negotiations are ongoing. Negotiations are not yet concluded, however the Council can use its Compulsory Purchase powers if necessary to undertake the acquisition of land required to deliver this scheme.
- 5.15. The bridge is currently owned and maintained by NR. NR has requested that the ownership and liability for maintenance of the replacement structure is passed to the Council. The Council has agreed in principle to this transfer. A commuted sum one off payment from NR amounting to £269,489 has been

agreed with NR as part of the transfer of liability to the Council. This is the current value of 120 years maintenance cost to NR for the existing bridge, calculated by application of the Association of Directors of Environment, Economy, Planning and Transport (ADEPT) Commuted Sum Calculator. This figure matches the similarly calculated council current value 120 years maintenance liability for the replacement structure.

5.16. For the following reasons, it is essential for officers to be able to implement the decisions which are recommended in this report, without delay:

- The temporary and permanent land required for the project needs to be in Council control before the LEP can release scheme funds before the Council can enter into the construction phase Implementation Agreement with Network Rail.
- The project programme is time constrained by the fixed timing of the Scottish Power 132kv cable outage necessary for the required diversion of this cable scheduled for May 2018.
- To maintain programme the temporary and permanent land required for the project needs to be in council control by the end of February.
- The authorisations requested in this report are necessary for the completion of the land agreements and there needs to be time available once authorisation is confirmed to finalise negotiations in time.
- At the time of writing the report there is no leeway with the time available to close out land negotiations to keep to programme

It is clear to the report author that, if the call-in procedure was to apply to the decision which is sought of Cabinet, this decision could not be implemented within the urgent timescale which is essential to observe for delivery of this project.

In the opinion of the report author, and taking into account the Council's Overview and Scrutiny Procedure Rules which relate to call-in, it is clear that the decision is urgent and, furthermore, that the delay caused by any call-in process would seriously prejudice the Council's and the public's interests for the following reasons:

- Delay in authorisation to complete land negotiations will result in failure to utilise the scheduled Scottish Power 132kv cable outage which would result in a time at large delay to the project.
- Any delays to the project may push the programme outside the current funding envelope resulting in loss of funding. [The funding through the LEP is dependent on delivery of the replacement bridge during the 2015 - 2021 period. Project completion is currently scheduled for May 2019].

In the interests of transparency, and to give advance notice to Members of the Council, and members of the public, full consideration has been given to this matter in advance of the decision which is sought of Cabinet. This will

enable those who have an interest in this matter to engage with the Portfolio Holder, or to speak at the Cabinet meeting in order to express their views.

The Chairman of the Environment and Regeneration Overview and Scrutiny Committee has been consulted on this matter and agrees that the decision sought of Cabinet should be treated as urgent, within the meaning of the Rules, and that the call-in process should not apply.

5.17. Through papers previously submitted to Cabinet in Nov 2014, October 2015 and April 2017, the Cabinet has to date authorised the following :

- Negotiate and approve the terms of an agreement with Statutory Undertakers to divert their services to enable the construction of the replacement bridge.
- Negotiate and approve the terms of an agreement with Scottish Power to undertake the design and delivery for the diversion of the 132KV power cable.
- Negotiate and approve the terms of an agreement with Network Rail Infrastructure Projects (NR IP) to undertake accommodation works. Advance works to include the cable diversion route and Overhead Line Equipment (OLE) modifications to enable the replacement of the bridge structure.
- Authorise the Director of Legal Services to execute all necessary legal documents to give effect to the above agreements.
- Entering into a Development Services Agreement (DSA) with NR IP to enable the design and delivery plan of the scheme.
- Make a planning application to Cheshire East Council as planning authority to enable lawful construction of the new bridge structure.
- Officers to enter into discussions with land owners about acquiring the necessary land and rights to deliver the scheme and to delegate the entering into any necessary supporting legal agreements to the Head of Legal Services in consultation with the Portfolio Holder.
- The use of the Council's Compulsory Purchase powers ("CPO") to acquire land in order to construct the scheme. Note: CPO powers will only be used if land and rights required for the project cannot be acquired by agreement.
- The appointment of external legal advisors to undertake the CPO process if required.
- Council to adopt, if constructed the newly constructed bridge as a Cheshire East Council highway asset.

- Forward funding of up to £382,050 from the associated S106 agreements to fund the DSA.
- Enter into an Implementation Agreement with Network Rail Infrastructure Projects.
- If required, authorise the publication of a Voluntary Ex-ante Transparency (VEAT) Notice in respect of the Implementation Agreement.
- Enter into negotiation with NR over funding contributions.
- Entering into a Basic Asset Protection Agreement (BAPA) with NR and any subsequent amendments to the BAPA as may be required as the scheme progresses.

## 6. Wards Affected and Local Ward Members

### 6.1. Crewe East

Councillors Suzanne Brookfield, Clair Chapman, Joy Bratherton (Crewe East).

## 7. Implications of Recommendation

### 7.1. Policy Implications

- 7.1.1. This scheme relates directly to the delivery of the Council's Corporate Plan, **Outcome 2 – Cheshire East has a strong and resilient economy**.
- 7.1.2. The recently adopted Local Plan Strategy is the Council's most important tool for shaping development in Cheshire East over the period to 2030. The Strategy supports the Council's priority of jobs-led growth. The plan has been developed to support the generation of jobs focused around Crewe High Growth City, the M6 Corridor and the North Cheshire Science Corridor. In addition, there is provision for extended employment sites in our main towns.
- 7.1.3. As part of the Local Plan Strategy the Council identified in the Infrastructure Development Plan (July 2016) what infrastructure of strategic significance is needed to support the scale of development proposed and how such infrastructure can be provided. Infrastructure of strategic significance is defined as that which is over and above the normal provision that is part and parcel of developing a site.
- 7.1.4. The Sydney Road Bridge Replacement is in the Council's strategic highways programme and is included in the Infrastructure Delivery Plan.

- 7.1.5. The scheme is closely linked to the delivery of significant numbers of Local Plan led new houses in north Crewe and improvement of access to key locations such as the Hospital, Bentley Motor Works and the strategic housing locations at Leighton.
- 7.1.6. The scheme therefore aligns strongly to both the Economic Development Strategy and the Vision and Strategy for Economic Growth.

## **7.2. Legal Implications**

- 7.2.1. Previous reports to Cabient have outlined the position in relation to the fact that the various agreements for design and works such as the DSA and the Implementation Agreement are subject to the Public Contracts Regulations 2015. If the Council enters in to the agreement without undertaking a compliant procurement process the award of the contract could be challenged and the agreement set aside by the Courts on the basis it is ineffective. However, Network Rail will only allow the delivery of works on its land by companies on its own compliantly procured Contractors Framework and has ultimate veto on any contractor appointed by the Council. The Council's Legal department will continue to support the project and advise on the terms of the Implementation Agreement and the terms of all land agreements.

## **7.3. Financial Implications**

- 7.3.1. The current estimated cost of the scheme is £10.5m. The delivery component of this cost estimate is based on information from NR. NR is due to issue an updated delivery cost estimate in November 2017 based on the accepted outline design. NR has advised they will provide a formal final cost estimate after completion of detailed design in February 2018. The final scheme cost may be less than the current estimate as a result of value engineering and partnering with NR.
- 7.3.2. Currently four signed developer Section 106 Agreements committing contributions totalling £4.518m have been agreed in respect of the following housing developments:
- Maw Green
  - Coppenhall East
  - 138 Sydney Road
  - 152 Broughton Road
- These developments along the Sydney Road corridor have secured planning permission.
- 7.3.3. Alternative or additional Developer Section 106 contributions toward the scheme may be secured from other proposed housing developments along this corridor.

- 7.3.4. Funding from these Section 106 agreements will be available once the linked development has commenced and any triggers in the agreement have been met.
- 7.3.5. £2.35M of funding has been contributed from the Department for Transport (DfT) devolved major scheme pot via the Cheshire and Warrington Local Enterprise Partnership (LEP). This funding is to be used for the construction of the scheme. This funding is dependent on the approval of the Final Business Case to be submitted in January 2018. This funding will also dependent on delivery of the replacement bridge during the 2015 - 2021 period.
- 7.3.6. A further £3.5m of contribution has been committed directly from the Local Growth Fund.
- 7.3.7. A contribution of £0.5m has been committed by the Council from the Local Transport Plan (LTP) grant allocation toward the development of the scheme.
- 7.3.8. A contribution toward the scheme cost is expected from Network Rail in the form of a commuted lump sum as part of the bridge transfer for future maintenance. Negotiations on this NR contribution are ongoing.
- 7.3.9. The estimated total scheme cost in October 2017 is £10.50m. If, for any reason the scheme is delivered for less than the budget, the Section 106 funding is flexible and can be redirected towards the improvements proposed at Crewe Green Roundabout or other relevant highway projects.
- 7.3.10. The scheme is included in the Council's Capital Programme approved by Full Council on 23rd February 2017.
- 7.3.11. Funding summary:

<b>Funding Sources</b>	<b>£M</b>	<b>Status</b>
DfT Devolved Major Scheme Pot	2.350	Confirmed
Local Growth Fund Contribution	3.500	Confirmed
Local Transport Plan Grant	0.500	Confirmed
Section 106 funding	4.518	See 7.3.12
Total funding available	10.868	
Estimated Total Scheme Cost	10.500	
Surplus	0.368	

- 7.3.12 The project will be fully funded from external grants and developer contributions. There may be a requirement for the Council to forward fund the Section 106 developer contributions in advance of receipt.

#### **7.4. Equality Implications**

- 7.4.1. The scheme will support equality initiatives providing enhanced pedestrian and cycling access whilst improving the capacity of the highway.
- 7.4.2. The scheme includes a new pedestrian crossing that will improve access for pedestrians.

#### **7.5. Rural Community Implications**

- 7.5.1. The scheme would reduce the relative attractiveness of vehicles using alternative rural lanes that avoid the capacity constraints at the existing bridge.

#### **7.6. Human Resources Implications**

- 7.6.1. The scheme has no impact on human resources. The decision to employ NR IP removes any requirement to provide extra personnel or training.

#### **7.7. Health and Wellbeing Implications**

- 7.7.1. The scheme may impact on air quality, noise and vibration during construction. Network Rail and their contractors will mitigate any impacts by adopting construction techniques and practices that will minimise impact on the public.
- 7.7.2. Following construction it is anticipated that the new bridge, with two way traffic without signalisation will improve air quality local to the structure. Increased volumes of traffic may have an impact on noise and vibration.

#### **7.8. Implications for Children and Young People**

- 7.8.1. The scheme provides improved safety for pedestrians including children and young people.

#### **7.9. Overview and Scrutiny Committee Implications**

- 7.9.1. There will be no Scrutiny Committee implications as a result of these recommendations.

#### **7.10. Other Implications**

- 7.10.1. There will not be any other implications as a result of these recommendations.

## **8. Risk Management**

- 8.1. A risk to delivery is securing the possessions to enable the bridge to be constructed before the 2021 deadline for the LEP funding. The Council have been supporting Network Rail in discussions with TOCs and agreed in principle that possessions will be available during February 2019 for the main bridge works.
- 8.2. The Sydney Road bridge scheme is linked to the Crewe Green roundabout improvement scheme. Benefits associated with the delivery of Crewe Green Roundabout, in advance of Sydney Road Bridge replacement, will be taken into consideration when the design of Sydney Road Bridge and associated traffic diversions are finalised.
- 8.3. There is a risk that Sydney Road Bridge and Crewe Green Roundabout will be implemented within the same timeframe if the Crewe Green Roundabout scheme is delayed due to unforeseen events. In this eventuality, the impact on the local community and businesses will be continually assessed to minimise the combined impact of the two schemes on the overall highway network.
- 8.4. A series of joint public information and engagement events for the related Sydney Road Bridge and Crewe Green Roundabout were held in March/April 2017.
- 8.5. There is reputational risk with the Cheshire and Warrington Local Enterprise Partnership (LEP) and DfT around the late or non-delivery of the scheme. The Council is developing a strong reputation for delivery with Crewe Rail Exchange already completed and 3 other schemes on site. It would be in the best interests of the Council to continue this trend.
- 8.6. Scheme cost is based on a NR delivery cost estimate for the preferred option. NR have committed to providing an updated estimate in Nov 2017 which will be based on the outline design. NR has advised that a final scheme cost will be issued to the Council in February 2018. This means that final scheme cost will be confirmed after the Final Business Case is issued to the LEP and two weeks before the Implementation Agreement for construction needs to be signed to remain on programme.
- 8.7. Detailed design will provide further detail and clarification of requirements. A Quantified Cost Risk Assessment (QCRA) has been held to review project risk and establish the contingency required for the project. Costs are as robust as we can achieve with the level of detail available.
- 8.8. The funding from Section 106 Agreements to the scheme is dependent on the associated development being delivered. There is a risk that the forward funding arrangement may adversely impact the Council's capital resources in the event of these contributions being delayed or not materialising.
- 8.9. Significant risk exists with constructing a complex scheme such as this in a constrained site and over the live West Coast Mainline. It is considered that

the partnering arrangement with NR that we have entered into to develop and deliver the scheme is the most effective way of managing that risk. In this way NR can bring their experience and expertise in similar schemes to bear and thereby reduce the risk to the Council.

- 8.10. Temporary and permanent land requirements have been established and the Council will need to establish control of this land before entering into an Implementation Agreement. Negotiations and agreement with home owners and businesses are ongoing. Negotiations are not completed so the Council implemented the CPO process in August 2017 to run in parallel with ongoing negotiations.
- 8.11. A Scottish Power high voltage (132kv) cable is in close proximity to the works and needs to be diverted ahead of the bridge works. The diversion needs to be completed during the cable outage scheduled for May to August 2018.
- 8.12. Legal Agreements with NR (Asset Transfer, Two Party Bridge Agreement, Option & Easements and any other related legal agreements) need to be in place before LEP funding can be released and before the Implementation Agreement can proceed.
- 8.13. Any delays to the project may push the programme outside the current funding envelope resulting in loss of funding. [The funding through the LEP is dependent on delivery of the replacement bridge during the 2015 - 2021 period. Project completion is currently scheduled for May 2019].
- 8.14. The funding contributions from the Local Enterprise Partnership and the Section 106 contributions are fixed amounts. If the scheme cost exceeds the available funding as a consequence of realisation of project risks attributable to the Council then additional funding from the Council would be required to complete the scheme.

## **9. Access to Information**

- 9.1. The background papers relating to this report can be inspected by contacting the report writer as detailed in section 10.

## **10. Contact Information**

Contact details for this report are as follows:

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