

# Cabinet Member for Regeneration

## Agenda

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<b>Date:</b>	<b>Monday, 13th March, 2017</b>
<b>Time:</b>	<b>9.30 am</b>
<b>Venue:</b>	<b>Committee Suite 1,2 &amp; 3, Westfields, Middlewich Road, Sandbach CW11 1HZ</b>

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The agenda is divided into 2 parts. Part 1 is taken in the presence of the public and press. Part 2 items will be considered in the absence of the public and press for the reasons indicated on the agenda and in the report.

It should be noted that Part 1 items of Cheshire East Council decision making and Overview and Scrutiny meetings are audio recorded and the recordings will be uploaded to the Council's website.

1. **Apologies for Absence**

2. **Declarations of Interest**

To provide an opportunity for Members and Officers to declare any disclosable pecuniary and non-pecuniary interests in any item on the agenda.

3. **Public Speaking Time/Open Session**

In accordance with Procedure Rules Nos.11 and 35 a period of 10 minutes is allocated for members of the public to address the meeting on any matter relevant to the work of the body in question. Individual members of the public may speak for up to 5 minutes but the Chairman or person presiding will decide how the period of time allocated for public speaking will be apportioned where there are a number of speakers. Members of the public are not required to give notice to use this facility. However, as a matter of courtesy, a period of 24 hours' notice is encouraged.

Members of the public wishing to ask a question at the meeting should provide at least three clear working days' notice in writing and should include the question with that notice. This will enable an informed answer to be given.

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For requests for further information

Contact: Cherry Foreman

Tel: 01270 686463

E-Mail: [cherry.foreman@cheshireeast.gov.uk](mailto:cherry.foreman@cheshireeast.gov.uk) with any apologies

4. **Environmental Services Operating Contract Extension** (Pages 3 - 16)

To consider an extension of the contract for the delivery of waste and environmental services.

5. **Freehold Transfer of Allotment Sites in Crewe to Crewe Town Council** (Pages 17 - 24)

To rectify the ownership of a number of allotment sites in Crewe.

## Cheshire East Council

### Portfolio Holder Decision

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<b>Date of Meeting:</b>	13 <sup>th</sup> March 2017
<b>Report of:</b>	Ralph Kemp, Corporate Manager Commissioning – Waste and Environmental Services
<b>Subject/Title:</b>	Environmental Services Operating Contract extension
<b>Portfolio Holder:</b>	Cllr Don Stockton

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#### 1 Report Summary

1.1 At the Cabinet meeting of 9<sup>th</sup> February 2016, it was resolved:

- That Cabinet grants delegated authority to the Portfolio Holder for Open Spaces in consultation with the Chief Operating Officer and Director of Legal Services to vary the Service Operating Contract of Ansa Environmental Services and associated agreements, subject to due diligence being undertaken by Legal, Procurement and Finance.

1.2 The purpose of this report is to request that Ansa Environmental Services Ltd.'s ("Ansa") existing contract for the delivery of Waste and Environmental Services is varied to allow for an extension of the contract to 1<sup>st</sup> April 2031. This will enable Ansa to enter into new procurement arrangements for waste processing and deliver future benefits to the Council.

1.3 Now in its third year of trading, Ansa has delivered the contract efficiencies required by the Council whilst at the same time exceeding its performance indicators and delivering a profit from its operations. In order to deliver future benefits however there is a need for Ansa to let new waste and recycling processing contracts that will require a 10-15 year service commitment.

1.4 A 10 year extension to its existing contract is being proposed, (the current contract is due to expire on 1<sup>st</sup> April 2021), to give an unelapsed period of 15 years from 1<sup>st</sup> April 2016 (ending 1<sup>st</sup> April 2031) with a rolling one year extension each year thereafter, assuming Ansa have achieved the appropriate performance standards.

#### 2 Recommendation

2.1 That the Portfolio Holder for Regeneration (formerly Open Spaces) in consultation with the Chief Operating Officer and Director of Legal Services, vary the Service Operating Contract of Ansa Environmental Services and associated agreements in accordance with the attached Deed of Variation.

### **3 Other Options Considered**

- 3.1 To achieve best value for the Council, Ansa need to re-let the main waste and recycling processing contracts. There is currently insufficient time (5 years) remaining on Ansa's contract to enable them to effectively secure value for money. Any new contracts let would extend beyond the current end date of Ansa's contract with the Council.
- 3.2 The alternative would be for the Council to procure and manage these waste and recycling processing contracts itself. This would however involve a modification to Ansa's operating contract as this function and the procurement staff involved have been transferred to Ansa. It would also be against the high level objectives of the Council's waste strategy that seek to deliver services in a cost effective way through a wholly owned company.

### **4 Reasons for Recommendation**

- 4.1 In its Waste Strategy to 2030, the Council set out to deliver services in a cost effective way through a wholly owned company. Since its inception in April 2014, Ansa has delivered what the Council has asked of it. Targets have been met and efficiencies made so that a quality service is maintained on the Council's behalf. It is now important to consider ensuring this positive development continues before reaping further benefits.
- 4.2 A key aspect of the waste strategy is to reduce disposal to landfill to zero and achieve 100% disposal to waste to energy generation, to achieve this the Council is constructing its central environmental hub. Ansa now need to procure a number of contracts to coincide with the opening of the hub to allow the treatment and disposal of waste ending landfilling and delivering savings associated with it. At present, however Ansa's contract with the Council is due for renewal only 4 years after completion of the hub.
- 4.3 This time limitation on the scope of Ansa's development would be unduly restrictive since any contracts they subsequently entered into with third parties dealing with various aspects of waste management and treatment would be too short for most companies to agree with. To hamstring our successful ASDV in this way would not make economic, environmental or financial sense.
- 4.4 The waste industry is in a very fluid state currently and new ways of managing waste are developing all the time. Ansa need to have some certainty around its long-term future so that it is able to procure contracts that are the most advantageous for the Council. An efficient, healthy and stable Ansa will bring about many benefits for both the Council and residents, and offset budget pressure in supplying household bins to new housing within Cheshire East in the context of increased house building.

## 5 Background/Chronology

- 5.1 Following a detailed review of the Council's waste and environmental services, it was determined that an arms length company model was the best to deliver the service. Ansa was formed in 2014 with an initial 7-year contract and savings targets associated with service efficiencies, the construction of new infrastructure and the re-letting of major waste and recycling contracts.
- 5.2 Now nearing the end of its third year of operation, Ansa has achieved all its targets in an increasingly challenging financial environment.
- 5.3 A key development early in Ansa's existence was the sale of its southern depot (Pyms Lane) and the purchase of a new purpose built central environmental hub. This new site is currently under construction and will be operational in 2017.
- 5.4 Ansa are now considering the procurement of contractors who will manage the collected waste from 2017 onwards and therefore need a contract extension at this point to begin this procurement process.
- 5.5 Procurement, Legal and Finance have been engaged throughout in the proposed extension to Ansa's contract. The relevant due diligence to consider what changes are required to Ansa's contract has been undertaken. Changes to KPIs to ensure the ongoing monitoring of quality and value over the extended period have as a result been proposed and agreed with Ansa.

## 6 Wards Affected and Local Ward Members

- 6.1 Ansa operates across the Council area so all wards are affected.

## 7 Implications of Recommendation

### 7.1 Policy Implications

- 7.1.1 The recommendation is in line with the Council Waste strategy 2030 objectives. The following high-level objectives of the waste strategy are relevant:

- To deliver services in a cost effective way through a wholly owned company
- Ensure that residual waste is managed to support waste prevention, reuse and recycling, minimising waste produced; and
- To reduce disposal to landfill to 0 and achieve 100% disposal to waste to energy generation
- To utilise waste, that cannot be reused or recycled, as a resource for energy generation, helping to alleviate fuel poverty in the borough.

## **7.2 Legal Implications**

- 7.2.1 The contract does not contain any express provisions for the extension of the Agreement beyond the 1st of April 2021, however if the parties agree, the contract can be extended beyond 2021 by way of a Deed of Variation.
- 7.2.2 In addition, the Deed of Variation will be used as a mechanism to make other contractual changes consequential to any agreement to extend the contract, such as changes to KPIs to ensure the ongoing monitoring of quality and value over the extended period. When considering the extensions and variations the Council will have due regard to its statutory requirements such s123 of the Local Government Act 1972, State Aid and the Public Contracts Regulations 2015.

## **7.3 Financial Implications**

- 7.3.1 The contract extension will enable the realisation of savings associated with procuring medium term waste and recycling processing contracts.
- 7.3.2 Annual management fees are negotiated under the terms of the existing operating contract with Ansa in order to deliver best value to the Council.

## **7.4 Equality Implications**

- 7.4.1 None

## **7.5 Rural Community Implications**

- 7.5.1 None, the contract extension serves all wards of Cheshire East.

## **7.6 Human Resources Implications**

- 7.6.1 The contract extension will require legal, procurement and finance responses led through the commissioning team.

## **7.7 Public Health Implications**

- 7.7.1 None

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

- 7.8.1 None

## **7.9 Other Implications (Please Specify)**

- 7.9.1 None

## 8 Risk Management

- 8.1 Ansa Environmental Services is a Council owned company delivering core services previously undertaken by the Council's Waste and Environmental Services Department and hence is not subject to competition in the extension of this contract.

## 9 Contact Information

Contact details for this report are as follows:

**Name:** Ralph Kemp  
**Designation:** Corporate Manager Commissioning– Waste and Environmental Services  
**Tel. No.:** 01270 686683  
**Email:** [ralph.kemp@cheshireeast.gov.uk](mailto:ralph.kemp@cheshireeast.gov.uk)

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Dated

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**Deed of variation of contract**

**between**

**CHESHIRE EAST BOROUGH COUNCIL**

**and**

**ANSA ENVIRONMENTAL SERVICES LIMITED**

**CONTENTS**

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**CLAUSE**

1.	Terms defined in the agreement .....	1
2.	Variation of the contract .....	1
3.	Governing law .....	2
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**SCHEDULE**

SCHEDULE 1 .....	3
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THIS DEED is dated

2016

**PARTIES**

- (1) **Cheshire East Borough Council** of Westfields, Middlewich Road, Sandbach, Cheshire, CW11 1HZ (**Authority**).
- (2) **Ansa Environmental Services Limited** (company registration number 08714767) whose registered office is at Pym's Lane Depot, Pym's Lane, Crewe, CW1 3PJ (**Contractor**).

**BACKGROUND**

- (A) The Authority and the Contractor entered into an Agreement dated 1<sup>st</sup> April 2014 (**Agreement**) for the delivery of services.
- (B) The parties wish to amend various provisions of the Agreement including but not limited to extending the term of the Agreement and changes to calculation of the Annual Payment in Schedule 6 of the Agreement.
- (C) Consequently, the parties wish to amend the Agreement in accordance with Schedule 7 of the Agreement and as set out in this deed with effect from December 2016 (**Variation Date**).

**AGREED TERMS**

**1. TERMS DEFINED IN THE AGREEMENT**

In this deed, expressions defined in the Agreement and used in this deed have the meaning set out in the Agreement. The following additional expressions shall also apply to this deed and to the Agreement. The rules of interpretation set out in the Agreement apply to this deed.

**2. VARIATION OF THE CONTRACT**

With effect from the Variation Date the Parties agree the following amendments to the Agreement:

(a)	Clause 1.1 Definitions	Definition of Expiry Date to be amended to 1 <sup>st</sup> April 2031 with a rolling one year extension each year thereafter, assuming the appropriate performance standards have been achieved.
(b)	Schedule 6 Part 1 of the Agreement	Wording of Part 1 of Schedule 6 to be amended and replaced by Schedule 6 Part 1 as set out in Schedule 1 to this Deed. The remainder of Schedule 6 (Parts 2 & 3) of the Agreement shall remain unamended.

(c)	Schedule 6 of the Agreement	Inclusion of the following additional KPIs	
		Performance Criteria	Base Line
		Measuring the growth of Contractor Concessionary or Non-concessionary Services provided to third parties and the percentage increase year on year relative to base year activities.	2014 level
		Teckal Status Measure: Percentage of average total turnover associated with performance of tasks for the Authority (% min 81%)	

### 3. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### 4. JURISDICTION

- 4.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



Schedule 1

SCHEDULE 6 PAYMENT AND PERFORMANCE MONITORING  
Part 1

**Sharing in savings and overspends against the Estimated Total Costs of Services**

1. During the first quarter of each Contract Year the Contractor shall draw up/amend a service delivery plan relative to the Contract ("**Service Delivery Plan**") which is to be maintained on a rolling three year basis.
2. Amongst other things the Service Delivery Plan will show the estimated costs to the Contractor of providing the Services (for any Contract Year "**Estimated Total Cost of Services**") on an open book basis as well as the estimated income to be generated by the Contractor in providing Concessionary or Non-concessionary Services to third parties (for any Contract Year "**Estimated Contractor Generated Income**") for each of the next three Contract Years. For the avoidance of doubt, it is the intention of the parties that the amount of income generated by the Contractor from Concessionary and Non-concessionary Services will rise year-on-year so that the Annual Payment may fall year-on-year.
3. It is acknowledged by the Authority and the Contractor that there is to be a greater utilisation of the Leased Assets throughout the Contract Term. Where the Contractor delivers commercial services to third parties ("**Commercial Services**") the Contractor will account separately for the costs associated with providing such Commercial Services including the costs of utilising the Leased Assets giving rise to an agreed Leased Assets charge ("**Leased Assets Charge**").
4. Progress against the Service Delivery Plan shall be reviewed quarterly reporting cost against quarterly income to allow adjustment to the Annual Payment with respect to any underspend in the previous quarter. Where items arise outside the scope of the Annual Payment these shall be dealt with on a quarterly basis in accordance with the Authority Notice of Change procedures.
5. In line with the Authority's budget setting timescale, each Contract Year the Authority and the Contractor will meet in good faith with a view to identifying the Annual Payment to be paid by the Authority to the Contractor for the following Contract Year. The Annual Payment is the difference between the Estimated Total Cost of Services for any Contract Year and Estimated Contractor Generated Income, less the Leased Assets Charge.
6. If in any Contract Year the Authority and the Contractor fail to agree the Annual Payment for the following Contract Year, then the Annual Payment for that following Contract Year shall be determined by the Dispute Resolution Procedure.
7. The Annual Payment will be paid in twelve monthly instalments in advance in the manner set out at clause 22. The Contractor shall, once the Annual Payment has been agreed or determined, provide the Authority with a statement ("Payment Profile") showing the amount of the Annual Payment to be paid in each Contract Month for the relevant Contract Year. For the avoidance of doubt, there is no requirement that the Monthly Payments be of equal value throughout the Contract Year.
8. Within 30 Business Days of the end of any Contract Year, the Contractor shall demonstrate to the Authority the actual costs to the Contractor of providing the Services for that Contract Year ("**Actual Cost of Services**"). If the Authority and the Contractor cannot agree that the Contractor has demonstrated the Actual Cost of Services, that cost will be determined in accordance with the Dispute Resolution Procedure.

9. If the Actual Cost of Services is less than the Estimated Total Cost of Services as agreed in the Service Delivery Plan in any Contract Year ("**Underspend**"), the amount of the Underspend will be shared as follows:
  - 50% held in the Ring Fenced Fund
  - 25% paid to the Contractor
  - 25% paid to the Authority
10. Where the Actual Cost of Services in any financial year is greater than the Estimated Total Cost of Services for that Contract Year, the difference ('the Overspend') will be shared in the manner set out in the table below:

Amount of Overspend	Contractor Share
£0 - £135,000	100%
£135,000.01 and above	50%


THE COMMON SEAL OF

**CHESHIRE EAST BOROUGH  
COUNCIL**

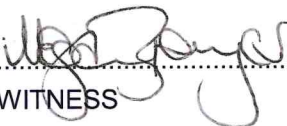
Was affixed in the presence of:

.....  
Authorised Signatory

Executed as a deed by  
**ANSA ENVIRONMENTAL SERVICES  
LIMITED**  
acting by, a Director,

  
.....  
Director

in the presence of:

  
.....  
WITNESS

WITNESS NAME **MEGAN BOWYER**  
ADDRESS **9 THORNYCROFT, WINSFORD CW7 2LR**  
OCCUPATION OF WITNESS **PERSONAL ASSISTANT.**

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## Cheshire East Council

### Portfolio Holder Report – Cabinet Member for Regeneration

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**Date of Meeting:** 13<sup>th</sup> March 2017

**Report of:** Executive Director for Place

**Subject/Title:** Freehold Transfer of allotment sites in Crewe to Crewe Town Council.

**Portfolio Holder:** Portfolio Holder for Regeneration – Councillor Don Stockton

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#### 1. Report Summary

- 1.1. Crewe Town Council was formed in April 2013 as a result of a formal Community Governance Review Process. Under The Local Government (Parishes and Parish Councils) (England) Regulations 2008 (“the Regulations”), the newly formed Town Council has made an application to the Land Registry for the statutory vesting (pursuant to the Regulations) of 11 allotment sites, which fall within its administrative area, with effect from the 1<sup>st</sup> April 2013.
- 1.2. The Land Registry accepted the application and registered all 11 sites into the freehold ownership of Crewe Town Council. Only 2 of the sites registered were allotment land only, the remaining 9 sites were both allotment and other land and as such did not automatically vest in Crewe Town Council on the date that Crewe Town Council was created.
- 1.3. This report seeks authority to rectify the ownership of the remaining 9 allotment sites back into the freehold ownership of Cheshire East Council (“CEC”) and to immediately thereafter ratify the transfer of the Freehold of the 9 allotment sites (as set out in Appendix 1 to this report). In addition to this the transfers will deal with amendments in terms of agreed sites boundaries, rights of access and other rights and reservations necessary, (as set out in paragraph 2 of Appendix 1 of this report), to Crewe Town Council as part of the Local Service Delivery – Transfer and Devolutions to Town and Parish Councils process.

## **2. Decision requested**

It is recommended that the Portfolio Holder:

- 2.1 Agrees to the rectification of the 9 allotment sites (as set out in paragraph 2 of Appendix 1 to this report) from Crewe Town Council to CEC, which will be formalised by way of a Settlement Agreement and Consent Order made between CEC and Crewe Town Council; and
- 2.2 Provides authority, following the above rectification, to formally transfer the freehold title to the 9 allotments sites (listed in paragraph 2 of Appendix 1 to this report) to Crewe Town Council and to deal with any other legal documentation required to formalise this agreement..

## **3. Other Options Considered**

- 3.1. Not to transfer the freehold of the allotment sites, however, the matter has been subject to legal proceedings which the parties propose to settle in the manner set out in this report.

## **4. Reasons for Recommendation**

- 4.1 Due to an oversight with Crewe Town Council's original Land Registry application, Crewe Town Council is currently named as the registered proprietor of all of the land contained within the title numbers relating to the allotment sites and other adjoining land belonging to CEC, which is not land acquired or used for allotment purposes. The approvals requested in this report are required in order to rectify the current situation to return all of the land to CEC and then effect transfers of part of the allotment land only to Crewe Town Council and for this to be effected by way of a Settlement Agreement and a Consent Order.

- 4.1 CEC and Crewe Town Council have worked together in order to arrive at a Settlement Agreement which meets the requirements of both parties in order to agree the terms of the transfers relating to allotment land site boundaries, rights of access and other rights and reservations necessary in respect of the 9 allotment sites detailed in Appendix 1. Both parties have agreed to bear their own costs in respect of this matter.
- 4.2 The alternative option to resolution by agreement is statutory arbitration pursuant to the Regulations or referral by the Land Registry of this matter to the Property Chamber of the First-tier Tribunal and the resultant formal legal proceedings, which have already been commenced. This would be more expensive and time consuming than resolving the matter by way of agreement and brings with it a degree of uncertainty in so far as how the Tribunal would seek to resolve the transfer of the allotment land (given the complexities of that land forming part only of the registered titles effected and CEC retaining ownership of land within those effected title numbers). Resolution of the current proceedings by agreement is the most expeditious and cost effective option for the Council and the residents of Cheshire East.

## **5. Background/Chronology**

- 5.1. Please refer to the report summary set out at section 1 of this report.

## **6. Wards Affected and Local Ward Members**

### **Wards Affected:-**

Crewe Central  
Crewe West  
Crewe East  
Crewe North  
Crewe South  
Crewe St Barnabas

### **Local Ward Members:-**

Cllr Irene Faseyi  
Cllr Steve Hogben  
Cllr Dorothy Flude  
Cllr Jill Rhodes  
Cllr Brian Roberts  
Cllr Suzanne Brookfield  
Cllr Clair Chapman  
Cllr David Newton  
Cllr Damian Bailey  
Cllr Mo Grant

## **7. Implications of Recommendation**

### **7.1. Policy Implications**

7.2. None. This is in line with Council policies and decisions.

### **Legal Implications**

- 8.1 The reorganisation order which created Crewe Town Council ("the Order") came into effect on 1<sup>st</sup> April 2013, the Order was made by virtue of several provisions of the Local Government and Public Involvement in Health Act 2007 and regulations were made pursuant to the provisions of that Act.
- 8.2 The Order creating the Town Council made provision for other matters including transfer of property rights. Included in the Order was a requirement for all of the allotment land to be transferred to Crewe Town Council by way of 150 year leases. Crewe Town Council subsequently objected to the allotment land being leased to them and their position was and remains that the freehold to the allotment land vested in the Town Council on the date that it was created.
- 8.3 The Local Government (Parishes and Parish Councils) (England) Regulations 2008 ("the Regulations") apply to the Order. By r.9 of the 2008 Regulations it is provided that where immediately before the order date (in this case, 1<sup>st</sup> April 2013) land in an area constituted as a parish by a reorganisation order is held by a principal council for any purpose of the Allotments Acts 1908 to 1950 or is vested in a principal council and used for those purposes, it shall on the order date transfer to and vest in the parish council for that parish or, if there is no such council, the parish meeting for that parish.
- 8.4 The Regulations provide for the vesting of the freehold of the allotment land only to Crewe Town Council and this is contrary to the provisions made for the allotment sites in the Order creating the Town Council.
- 8.5 The Regulations do not make provisions where there is to be a transfer of part of property to effect the freehold transfer (as is the case here for 9 of the allotment sites) and as such these provisions will either need to be agreed between the parties or if not agreed the freehold of the allotment land could vest in the Town Council with no formal rights and reservations being granted or reserved and no such entries being made on the affected titles at the Land Registry.
- 8.6 In addition to the Regulations section 123 of The Local Government Act 1972 authorises CEC to disposal of land subject to any disposal for 7 years or more being at the best consideration that can reasonably be obtained.
- 8.7 The General Disposal Consent 2003 authorises the disposal of land for 7 years or more at less than best consideration if the undervalue is £2million or

less, if the undervalue is higher than £2 million consent to the disposal is required from the Secretary of State.

- 8.8 Notwithstanding the above powers CEC has a fiduciary duty to the taxpayers and must fulfil this duty in a way which is accountable to local people.
- 8.9 All disposals must comply with the Europeans Commission's State Aid rules. When disposing of land at less than best consideration CEC is providing a subsidy to the occupier of the land. In such cases CEC must ensure that the nature and the amount of the subsidy complies with State Aid rules, failure to comply means that the aid is unlawful and may result in the benefit being recovered with interest from the recipient. If the occupier receives less than approximately £175,000 (200,000 Euros) in State Aid over a 3 year period then the De Minimis Regulation will apply (small amounts of aid are unlikely to distort competition). State Aid does not apply in this instance because this is a transaction between statutory bodies where there is no distortion of the market or competition.

### **9.0 Financial Implications**

- 9.1 Rectification of the freehold ownership of the land by way of Settlement Agreement, resolution of the current proceedings by way of a Consent Order between the parties and then transfer of part of the allotment land to the Town Council will carry costs for both parties in terms of legal and surveyor's fees and disbursements. The proposal to seek to rectify the matter by agreement will result in lower costs to both parties than either determination by statutory arbitration or Tribunal hearing. Both parties have agreed to bear their own costs in respect of the Settlement Agreement, Consent Order, rectification of the titles and the transfers.

### **10 Equality Implications**

- 10.1 It is not considered that the recommendations made in this report have any direct implications on equality and diversity.

### **11 Rural Community Implications**

- 11.1 It is not considered that the recommendations made in this report have any direct implications on the Rural Community.

### **12 Human Resources Implications**

- 12.1 It is not considered that the recommendations made in this report have any direct implications on equality and diversity.

**13 Public Health Implications**

- 13.1 It is not considered that the recommendations made in this report have any direct implications on Public Health.

**14 Implications for Children and Young People**

- 14.1 It is not considered that the recommendations made in this report have any direct implications for Children and Young People.

**15 Other Implications (Please Specify)**

- 15.1 None.

**16. Risk Management**

- 16.1 There is a reputational risk to CEC in not being able to resolve this matter by agreement with Crewe Town Council and there are the associated costs of resolving the matter via either arbitration or litigation.
- 16.2 If the approvals requested in this report and not given then the likely outcome would be that the matter is referred to an Arbitrator to determine the outcome, which could result in significant costs being incurred by CEC if it's position is ultimately not supported by the Arbitrator.

**17 Access to Information/Bibliography**

- 12.1 Please contact the report writer for any supporting information required.

**Contact Information**

**Name:** Frank Jordan  
**Designation:** Executive Director Place  
**Tel. No.:** 01270 686640  
**Email:** Frank.jordan@cheshireeast.gov.uk

**Crewe Allotment Transfers**

**Allotment Sites vested correctly:-**

- 1) Electricity Street
- 2) Ruskin Road

**Allotments sites in need of rectification by way of Settlement Agreement between Cheshire East Council and Crewe Town Council:-**

- 3) Hungerford Road
- 4) Claughton Avenue
- 5) Brookhouse Drive
- 6) Manor Way
- 7) Ford Lane
- 8) Hulme Street
- 9) Walker Street
- 10) Henry Street
- 11) Alton Street

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