

Forward Plan reference number: FP/257/09/23

Report title: Harlow HiG – Decision to Award Construction Contract for Harlow Sustainable Transport Corridor (STC) North to Centre, Harlow and the acquisition of land by agreement/ land dedication.	
Report to: Cabinet	
Report author: Councillor Tom Cunningham – Cabinet Member for Highways, Infrastructure and Sustainable Transport	
Date: 14 November 2023	For: Decision
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County Divisions affected: All divisions in Harlow and Epping Forest Districts	

1 Everyone's Essex

- 1.1 Everyone's Essex has the aim of creating a strong, inclusive, and sustainable economy, a high-quality environment and a good place for children and families to grow. The Harlow Sustainable Transport Corridor (STC) (North–Centre) scheme is a critical piece of infrastructure to unlock potential for growth not only for the economy but also for the communities it serves. It will create great benefit to all projects in infrastructure and sustainable transport in west Essex, connecting regions of the county and new developments across the border in Hertfordshire in a way that serves residents while taking into consideration our commitment to the climate. It forms part of the wider Housing Infrastructure Grant project which creates a series of major transport improvements across Harlow including two new river crossings and infrastructure to serve the new Gilston Garden Town.
- 1.2 This decision will facilitate the provision of transport infrastructure in Harlow which will assist in unlocking new homes in the Gilston Villages in East Hertfordshire which is part of the wider Harlow Gilston Garden Town development based partly in Essex.
- 1.3 The proposals in this report are crucial to supporting sustainable growth and achieving the infrastructure that is required to mitigate the impacts of the development on the existing town of Harlow and also help deliver the exciting ambition of high levels of sustainable transport use by current and future residents. The Leader of Harlow Council has been advised of the proposals put forward in this paper and the key sustainable transport benefits that this project will offer to Harlow Town.
- 1.4 The planting of trees and other landscaping proposals will absorb pollutants, and the design of the new sustainable transport solutions will support enhanced pedestrian, cycle, and potential bus movements into and through Harlow Town Centre.

2 Recommendations

- 2.1 Agree that the Director, Highways and Transport, in consultation with the Monitoring Officer, is authorised to award a Construction Contract to Bouygues (UK) Limited for construction works for the Harlow North to Centre Sustainable Travel Corridor, up to the budgeted value in the capital programme, when ECC has the right to construct works on the land and relevant land has been dedicated.
- 2.2 Agree to enter into a conditional agreement with Mantle (Epping) Limited to acquire the land highlighted in Appendix 1.
- 2.3 Agree to enter into an agreement to dedicate the land owned by Harlow District Council as shown in Appendix 2.
- 2.4 Agree to enter into an agreement with Sainsburys Supermarkets Ltd to dedicate the land owned as shown in Appendix 3 as a highway.
- 2.5 Agree to enter into an agreement to enable construction works to take place on land owned by Greater Anglia as shown in Appendix 4.
- 2.6 Agree to enter into Licence Agreements to allow enabling works to proceed on the land identified in paragraphs 2.2 to 2.5 above as shown in Appendix 5.
- 2.7 Agree that the Director, Highways and Transport (or if unavailable, the Director for Property, Investment and Delivery or Director for Sustainable Growth) is authorised, in consultation with the Monitoring Officer, to agree the final terms of the Agreements referred to in paragraphs 2.1 to 2.6 above.
- 2.8 To agree to the profiling and financing of the Capital Programme as set out in paragraph 7.1.3 of this report.

3 Background and Proposal

Context

- 3.1 The Harlow Gilston Garden Town ('HGGT') was granted Garden Town status by the MHCLG in 2017. The HGGT includes the development of 23,000 new homes across four strategic sites by 2040, planned to be connected to Harlow Town Centre and each other by Strategic Transport Corridors.
- 3.2 The HGGT forms a fundamental part of the delivery of the adopted Local Plans of East Hertfordshire, Harlow District Council, and Epping Forest District Council. ECC and the other partner authorities are committed to Garden Town principles of sustainability and a high-quality development guiding the approach to planning and delivery across HGGT.

- 3.3 Gilston Villages is one of the four strategic sites and the first to come forward for construction – it includes 10,000 homes to be delivered in this plan period and beyond. Whilst the Gilston Villages' homes are to be built in the district of East Hertfordshire, they are very close to the boundary with Essex – and Harlow Town in particular. This will place significant demands on the infrastructure of Harlow as the nearest town. Residents of the new development will travel to and through Harlow for employment, services and to access amenities. Harlow is separated from the Gilston Villages by the River Stort and the West Anglia mainline railway: a limited number of river and rail crossings constrain transport connectivity. The Gilston development also presents significant opportunities for Harlow to achieve economic growth, regeneration, and an improved transport network.
- 3.4 The HGGT vision includes boosting economic growth and investment, helping revitalise Harlow town centre, provide up to 20,000 more jobs for local residents, and capitalising on Harlow's location with excellent links into London, Cambridge, and Stansted Airport. The funding for the network of Sustainable Transport Corridors is crucial to supporting sustainable growth and achieving the infrastructure required to mitigate the impacts of the development on the existing town of Harlow and assure high levels of sustainable transport use by current and future residents.

Homes England Funding

- 3.5 Hertfordshire County Council (HCC) submitted a bid to Homes England for funding which resulted in an award of £171.180m ('HIG Funding') for transport infrastructure identified as necessary for housing allocation at Gilston in the East Hertfordshire Infrastructure Development Plan (IDP). HCC is not directly commissioning or delivering any infrastructure itself but is a signatory to the Grant Funding Agreement with Homes England (the GDA) and has entered into 'Back-to-Back Agreements' with ECC and Places for People (PfP) (the housing developer of six of seven planned villages at Gilston) for the delivery of infrastructure. Cabinet approved the Council entering into the Back-to-Back Agreement with HCC in March 2021.
- 3.6 PfP are delivering the new garden town and associated infrastructure works in Hertfordshire and ECC are delivering a Sustainable Transport Corridor and other highway improvement works within Essex. ECC and PfP have separate Back-to-Back Agreements with HCC. ECC's obligation is to deliver the scope of works set out in paragraph 3.7 below.
- 3.7 Under the terms of the Back-to-Back Agreement, ECC have been allocated £42.1m of HIG funding for the delivery of:
- a) A redesigned junction at Burnt Mill (to the south of the Central Stort Crossing), prioritising sustainable transport modes but also maintaining effective movement for essential traffic that needs to access employment areas in Harlow. Plus, a Sustainable Travel Corridor from Burnt Mill into Harlow town centre – the Harlow North to Centre Sustainable Transport Corridor (Harlow STC). This is referred to within the Homes England GDA as Project 3.

- b) A new junction at Cambridge Road, to the east of Harlow, to connect into the Eastern Stort Crossing and as part of that work to allow for the timely reconstruction of River Way Bridge. This is referred to within the Homes England GDA as Project 4. An ECC Cabinet Member Decision to award the Cambridge Road Contract was taken on 26 July 2023.
- 3.8 The construction contract and land arrangements set out in this decision relate to Project 3 – a Sustainable Travel Corridor from Burnt Mill into Harlow town centre (the Harlow STC). This means changes to the A1019 from Burnt Mill Roundabout into Harlow Town Centre to include a high quality bus rapid transport system, walking and cycling improvements and changes to junctions along the A1019 to enhance operation, boost accessibility and increase the ease of using public transport, cycling and walking networks.
- 3.9 The Harlow STC is fundamental to Harlow's transport strategy as set out within the HGGT Transport Strategy which has been endorsed by ECC. This high-quality corridor will link the major employment, housing, retail, education, and public health areas/facilities across the town. It will provide an improved public realm and help to deliver frequent and reliable public transport services. It will link with Harlow Railway Station and create an interchange with Harlow Bus Station which is being upgraded by Harlow Council using Town Deal funding.

Contractual Arrangements

- 3.10 ECC and HCC have adopted the principles of working collaboratively and cross border engagement to ensure the successful delivery of the proposed new housing developments in east Hertfordshire and providing the essential sustainable highway improvement links into Harlow Town Centre.
- 3.11 A pass down of the obligations and conditions of the GDA between Homes England and HCC to deliver the Harlow STC is set out in a Back-to-Back Agreement between ECC and HCC. A similar agreement is in place between HCC and PfP. These contractual agreements were signed in March 2021.
- 3.12 ECC and HCC have sought and secured in principle from Homes England a revision to the GDA to the benefit of ECC. This revision has been agreed by Homes England in a letter dated 29 June 2023 addressed to HCC. The revision to the GDA, once formalised, would ensure that ECC projects would not be impacted by any general default in relation to projects to be delivered by PfP. This change would mean that a failure by PfP to deliver the housing outputs required in the GDA would not result in ECC also being in default (unless this was considered to be a fundamental default) and therefore not able to claim HiG funding. These changes will need to be formalised in a Deed of Variation to the GDA and the Back-to-Back Agreements. A proposed variation to the GDA is currently in draft form but the approval process and formalities of this change could take some time to finalise. The GDA and Back-to-Back Agreement will not be varied by the time that the construction contract for Harlow STC needs to be awarded to meet the March 2026 deadline for delivery of this scheme. This poses some additional risk and ECC is reliant on Homes England agreeing to stand by the waiver letter, HCC agreeing to vary the GDA, and HCC and PfP agreeing to

vary the Back-to-Back Agreements until such time as the contractual arrangements are formalised.

- 3.13 The terms of the HiG Funding being provided to ECC, even under the varied Back-to-Back Agreement, will still mean that, if there is significant slippage to the March 2026 date for Harlow STC N-C, Homes England can withhold all funding and therefore, to meet this date, the Harlow STC construction contract must be awarded so that construction works can commence by 15 January 2024. All funding will continue to be claimed in arrears under the GDA thereby still exposing ECC to a risk that slippage in the delivery of the ECC works will lead to funding being withdrawn and ECC not being able to recover such costs. ECC must also deliver the ECC Construction Works to the available budget – no additional HiG Funding is being made available, meaning that any overspend will fall to ECC to fund assuming value engineering opportunities are exhausted and scope reduction is not an option. These contractual positions have not changed, and this is the position under the existing Back-to-Back Agreement, already agreed and entered into by ECC.

Award of Construction Contract

- 3.14 A mini-competition process under the Crown Commercial Services Construction Works and Associated Services Framework (CCS) for the construction contract for the Harlow STC has been undertaken. This construction contract will provide a series of bus priority, cycle lane and pedestrian improvements between Burnt Mill Roundabout and Harlow Town Centre including new bus lanes, new pedestrian crossings and segregated footway/cycleways. Junction upgrades will also be made at Burnt Mill Roundabout, Sainsburys Roundabout and Velizy Roundabout. A General Arrangement Plan showing the highway improvement measures is included as Appendix 6.
- 3.15 The tenders were issued to under the CCS Framework as a NEC4, Option C contract. The tender evaluation was based on a 50% Price / 50% Quality split. The tender documents were issued to ten contractors but only one bid was received from Bouygues (UK) Limited. Those who did not respond cited resource/capacity issues.
- 3.16 A thorough price/quality assessment was undertaken and post tender clarifications were sought prior to a final assessment being undertaken to ensure that the proposals offer value for money.
- 3.17 It is proposed that a construction contract is awarded to Bouygues (UK) Limited for them to deliver the works set out in paragraph 3.13.

Land Assembly

- 3.18 The work required for the Harlow STC is partly on existing designated public highway but also requires the assembly of a number of small parcels of land from a number of third parties and the dedication of some parcels of land from Harlow District Council and Sainsbury Supermarkets Limited to use for highway purposes.

- 3.19 The Harlow STC must be delivered by March 2026 which is the milestone date set out in the GDA. Land assembly must therefore be agreed by negotiation as there is insufficient time to compulsory purchase the land and deliver the project.
- 3.20 In parallel to this, Licence Agreements are currently being finalised that will allow construction to proceed on land currently owned by Mantle (Epping) Limited, Sainsburys Supermarkets Ltd and Greater Anglia.
- 3.21 It should be noted that the scheme delivery date of March 2026 for Harlow STC can only be achieved if the land can be obtained by agreement and the construction contract is awarded by January 2024. If either of these scenarios cannot be achieved, then the financial implications and risks could become significant leading to the project becoming undeliverable. The draft Heads of Terms with landowners have now been agreed in principle. The proposals in this report are recommended to help ensure that the milestone date of March 2026 can be met.
- 3.22 In addition to the financial risks already stated, any delay in the award and subsequent delivery of Harlow STC may have implications on the delivery of the Bus Interchange Improvements which Harlow Council are leading on (funded by Town Deal). The Harlow STC improvements include access/ egress changes to the new bus interchange. If the construction contract is not awarded by January 2024, a further enabling works package may be required to accommodate the Bus Interchange Works resulting in additional cost and programme pressures. There is a strong partnership between Harlow Council and ECC and working collaboratively recognising the shared dependencies has been a key feature of the project development to date. External risks to the Harlow Council would undermine our shared wider regeneration objectives for Harlow town centre.
- 3.23 It should be noted that the third-party parcels of land proposed to be acquired to deliver the scheme are small. If the contract for sale does not complete ECC would still be in a position to deliver the project but there would be some physical restrictions ‘pinch points’ on the pedestrian/ cycle routes on the route which would make it slightly sub-optimal and would not comply with national cycle design standards. It is recommended that such land is acquired rather than having localised restrictions in some areas.
- 3.24 ECC will not award a construction contract or be committed to pay under such contract until it has the right to carry out the construction works on any third party land all appropriate land arrangements, including the dedication of such land, is in place.

Cycle Infrastructure Funding

- 3.25 It should be noted that an additional £75,000 has been allocated to the Harlow STC from the ECC Cycle Infrastructure Budget. The funding has been provided to finance the new cycle link between Velizy Roundabout and The Hides. This was to ensure that this part of the scheme was not descoped as part of the value

engineering exercise. This work can be awarded to the contractor for the Harlow STC scheme as it was included in the procurement documents. This funding has been allocated within the 2023 Q2 Quarterly Report.

4 Links to our Strategic Ambitions

4.1 This report links to the following aims in the Essex Vision:

- Develop our County sustainably,
- Connect us to each other and the world,
- Share prosperity with everyone,

4.2 Approving the recommendations in this report will have the following impact on the Council's ambition to be net carbon neutral by 2030:

- The proposals will support sustainable growth and achieve infrastructure that is aimed at reducing carbon emissions. The project will help deliver increased levels of sustainable transport use by current and future residents.

4.3 This report links to the following strategic priorities in the emerging Organisational Strategy 'Everyone's Essex':

- A strong, inclusive, and sustainable economy
- A high-quality environment
- Health wellbeing and independence for all ages
- A good place for children and families to grow

5 Risks

5.1 Below is a schedule of risks. It should be noted that the risks highlighted below relate to the funding risks in terms of changes to the capital programme, land assembly and completion of the main construction works.

Name and Description	Mitigation	Owner
Capital cost overruns will be the responsibility of ECC as the funder of last resort and expected to fund any capital cost escalation that may materialise.	A risk contingency of £4.0m has been allocated to this project which is considered to be acceptable. Further value engineering opportunities will be considered if necessary. These may include (but not be limited to) a further rationalisation of materials used to deliver the project, a further review of the scheme extents whilst retaining the obligations agreed within the Agreement. Any changes to scope could be subject to Homes England and HCC approval.	ECC
ECC is required to deliver the Project in accordance with the delivery plan set out in the back-to-back agreement. If there is	ECC have applied Project Management controls and have been working with all landowners and partners in a proactive way to	ECC

significant slippage, then Homes England can withhold further funding.	deliver the ECC controlled projects as expeditiously as possible. Early warnings and discussions with HE and HCC have taken place to mitigate impacts of any potential slippage.	
TRO's in relation to the scheme proposals could raise objections from stakeholders/ public.	Close liaison with HGGT, Project Board, HDC and other stakeholders to ensure consistency in messaging. Informal public engagement has taken place with general support for the improvements. If objections are received, every effort will be made to address them, but ultimately a Cabinet Member Action may be required to consider any remaining objections and agree a resolution.	ECC
Presence of Statutory Undertakers Services within the Harlow STC N-C construction area may result in programme delay and cost escalation.	Early engagement with Cadent (Gas), BT Openreach, UKPN and Affinity Water (clean water service) and Thames Water have taken place via Design Team and Stat Diversions Specialist Consultants (Paige Solutions). A number of diversionary works packages are currently on site at Burnt Mill Roundabout and Velizy Avenue (adjacent the Bus Station) and are scheduled to be completed by December 2023.	EH
Potential congestion of concurrent delivery programmes for several projects in/around Harlow requiring clear and robust phasing	Careful coordination and phasing of construction works and associated Traffic Management will be required to mitigate impacts on Harlow Town and the local area. Early discussions have taken place with Essex Highways Road Permitting to discuss TM proposals for Harlow STC N-C. Road Space bookings and TTRO applications have been made as early as possible. Further discussions will be required with both ECC and HCC Street Works Coordinators to minimise disruption to the network.	EH
ECC will be unable to claim construction costs from Homes England until Certificates of Title are available for all land parcels	Meeting set up to discuss and agree with HmE compliance with CoT process. Land Transaction Agreements/ Land Dedication Agreements to be finalised as early as possible to comply with CoT process to allow claims to be made.	

6 Options

Option 1 – Enter into the Construction Contract for Harlow STC N-C, and enter into the land agreements (Recommended)

- 6.1 The recommended proposal is to award a Construction Contract for Harlow STC and enter into a Conditional Agreement for Purchase and dedication of the relevant parcels of third party land.
- 6.2 The third party parcels of land required to deliver the project are small although there are a number of titles. If the contract for sale does not complete, ECC would still be in a position to deliver the project on the existing highway but there would be some physical restrictions 'pinch points' on the pedestrian/ cycle routes.

- 6.3 As the Back to Back Agreement between ECC and Hertfordshire CC has not yet been varied, ECC are reliant on Homes England, HCC and PfP agreeing to proceed with the variation as this position has not yet been contractually agreed. This is a risk.

Option 2 Delay Entering into the Construction Contract for Harlow STC N-C until the Back-to-Back Agreement with Hertfordshire CC is formally varied (Not Recommended)

- 6.4 If the Construction Contract is not awarded until the Deed of Variation is finalised there is a risk that the project would be delayed and could not be delivered by March 2026. This would expose ECC to greater financial risk as ECC would be in default under the terms of the Back-to-Back Agreement and would be liable for costs incurred beyond the Homes England funding deadline. There may also be further cost escalation as a result of delaying the construction works as a result of possible further material cost increases and inflation, resulting in a funding shortfall which could fall to ECC to fund. There would be external and reputational impacts resulting from the likely significant impact on the Harlow Council interchange project.
- 6.5 ECC have a contractual commitment to complete the works for the Harlow STC which may not be achieved if the construction contract is not awarded by January 2024.

7 Issues for consideration

7.1 Financial implications

- 7.1.1 The total funding allocation from Homes England in relation to Housing Infrastructure Grant (HIG) for both Harlow STC N-C and Cambridge Road is £42.1m. This funding is linked as a total funding package by Homes England. As per the most recent waiver letter, this funding must be utilised by March 2026.
- 7.1.2 ECC has accepted an additional grant from Harlow District Council in relation to Towns Deal Funding of £1.5m. This funding is only applicable to the Cambridge Road scheme and must be utilised by March 2025
- 7.1.3 The current financing across both schemes totals £43.6m and is profiled within the current Capital programme as set out in the following table:

Harlow STC	Prior Year(s) Actual Spend	2023/24	2024/25	2025/26	2026/27	Total Scheme
	£000	£000	£000	£000	£000	£000
Current Forecast	4,971	6,773	16,964	4,940	-	33,647
Current Financing						
Capital Receipts	482	-	-	-	-	482
Other Ringfenced Grants	4,488	6,773	16,964	5,009	-	33,234
Total	4,971	6,773	16,964	5,009	-	33,716
Cambridge Road	Prior Year(s) Actual Spend	2023/24 Forecast	2024/25	2025/26	2026/27	Total Scheme
	£000	£000	£000	£000	£000	£000
Current Forecast	2,309	5,575	500	-	-	8,384
Current Financing						
Other Ringfenced Grants	2,309	7,075	500	-	-	9,884
Total	2,309	7,075	500	-	-	9,884
Overall Total Forecast						42,101
Overall Total Financing						43,600

It should be noted that, as per previous governance paper FP/127/05/23, the Cambridge Road scheme was left overfunded whilst returns were received in relation to Harlow STC N-C. This paper seeks to realign both positions. The latest spend forecast and financing, for agreement in this paper, is as follows:

Harlow STC	Prior Year(s) Actual Spend	2023/24	2024/25	2025/26	2026/27	Total Scheme
	£000	£000	£000	£000	£000	£000
Latest Forecast Updated	4,971	4,000	12,300	13,945	-	35,216
Latest Financing Updated						
HiG Funding	4,971	4,000	12,300	13,945	-	35,216
Total	4,971	4,000	12,300	13,945	-	35,216
Cambridge Road	Prior Year(s) Actual Spend	2023/24 Forecast	2024/25	2025/26	2026/27	Total Scheme
	£000	£000	£000	£000	£000	£000
Latest Forecast Updated	2,309	5,575	500	-	-	8,384
Latest Financing Updated						
HiG Funding	2,309	4,575				6,884
Harlow Towns Deal Funding		1,000	500			1,500
Total	2,309	5,575	500	-	-	8,384
Overall Total Forecast						43,600
Overall Total Financing						43,600

7.1.4 It should be noted that the budget allocation for Harlow STC N-C assumes just over 10% of the total project cost (£35.2m) to be a risk allocation. No allowance

has been made for inflationary increases as this scheme is intended to commence in January 2024 and complete by September 2025.

7.1.5 All required adjustments to financing fall within the expected budgets for each scheme and require no additional ECC funds to be allocated to either programme.

Revenue Costs

7.1.6 It should be noted that there are currently sunk costs associated with the schemes of £16.3m. If either scheme were unable to continue, the sunk costs would be deemed abortive and would be required to be written off to revenue for which there is no specific budget. Grant funding may also be required to be paid back, at present this amounts to £8m.

7.2 Financial Assumptions

7.2.1 The total cost of Harlow STC includes the following cost assumptions:

- £390,000 allocation for Land acquisition and project fee costs
- The base data used to build the construction cost estimate is based on the Tender returns and a construction programme during Q3 2022.
- The cost estimate assumes there will be no requirement for CPO.

7.3 Financial Risks

7.3.1 The financial risks associated with the recommendations within this decision paper are as follows:

- There is a risk that all required land agreements are not completed by the construction start date for the main works. To mitigate this risk, Land Licence Agreements are currently being finalised which will permit construction works to progress until the land is transferred/ dedicated to ECC.

7.3.2 The wider financial risks associated with the Harlow STC project are:

- If the Contract Award is delayed, there is a significant risk of cost escalation, further to that outlined above, pushing the overall project cost above the approved budget and funding envelope. This is a significant risk as inflation is an increasing concern with respect to Major Infrastructure Projects. Contingency assumptions have been accounted for within the above project costs, and there remains a risk that these will be insufficient. Any cost increases will be mitigated through further de-scoping of Harlow STC project which may require approval via the back-to-back agreement and original funding agreement between HCC and Homes England.
- The back-to-back agreement between ECC and HCC originally required the entirety of the HiG funding to be spent by 30 March 2024. This was subsequently extended to 30 March 2025. Under the most recent Waiver letter, Homes England have now confirmed that a 1-year extension has been provided in respect of the delivery of Harlow STC which takes the funding spend deadline to 30 March 2026.

- ECC is liable to fund any costs incurred after this date, as per the original funding agreement. It is not anticipated that any additional funding will be required beyond March 2026. The current programme delivery for Harlow STC (should Contract Award be agreed by Cabinet) forecasts a completion date of September 2025 allowing six months programme contingency.
- There is a risk that any contractual defaults received by HCC in relation to the Homes England Funding Agreement could lead to Homes England terminating the agreement or suspending or withholding future payments. This risk has been mitigated as a result of the Homes England Waiver which effectively decouples the ECC highways schemes from the other HiG schemes.
- The full risk exposure to ECC would be the total cost of both the projects which currently total £43.6m, this does not account for any Value Engineering or De-scoping options and could change following tender awards.

7.4 Legal implications

7.4.1 Whilst conditional approval to the proposed changes to the GDA has been received from HE, there has not yet been a formal variation to the GDA between Homes England and ECC or the Back-to-Back Agreement between ECC and HCC and HCC and PfP. This means that currently ECC may still be at risk from any PfP general default which impacts housing delivery. Whilst ECC is able to award the construction contract and enter into land arrangements irrespective of this, it should note that there are risks with doing so, most notably that ECC may need to fund any costs incurred if the contractual agreements are not varied and the HiG Funding is not available.

7.4.2 ECC is contractually committed to deliver certain infrastructure under the terms of the Back-to-Back Agreement. Any failure to meet the milestone dates could result in ECC defaulting under the terms of the Back-to-Back Agreement meaning that Homes England could suspend or alter the timing of the payment of any HiG Funding or withhold and cancel any further payment of HiG Funding due to ECC. As funding is claimed in arrears, this is a risk and funding may not be recovered. HiG Funding may also be reduced in the event that there are variations arising out of the operation of the delivery plan and/or expenditure forecast, changes to the infrastructure works agreed between the parties or increases in income or other sources of financial assistance becoming available to ECC or a Contractor in relation to the delivery of the infrastructure works.

7.4.3 It is important to ensure that ECC is not committed to pay under the construction contract unless and until it is satisfied that the land ownership issues have been agreed and documented so that ECC has the right to commence construction and confirm suitable and robust land arrangements to Homes England. This includes entering into deeds of dedication as required. A failure to do this will mean that ECC will be unable to claim HiG Funding and ECC will have to incur the costs of the scheme. The construction contract should not be awarded before ECC has the right to carry out the construction works on all relevant parcels of land and the right to acquire or dedicate the land.

- 7.4.4 The contractual agreements required detailed conditions to be met before claims for HIG Funding are paid by Homes England including Certificates of Title in some cases. This needs to be managed carefully to ensure that ECC submits and recovers claims for HIG Funding successfully.

8 Equality and Diversity Considerations

- 8.1 The Public Sector Equality Duty applies to the Council when it makes decisions. The duty requires us to have regard to the need to:
- (a) Eliminate unlawful discrimination, harassment and victimisation and other behaviour prohibited by the Act. In summary, the Act makes discrimination etc. on the grounds of a protected characteristic unlawful.
 - (b) Advance equality of opportunity between people who share a protected characteristic and those who do not.
 - (c) Foster good relations between people who share a protected characteristic and those who do not including tackling prejudice and promoting understanding.
- 8.2 The protected characteristics are age, disability, gender reassignment, pregnancy and maternity, marriage and civil partnership, race, religion or belief, sex, and sexual orientation. The Act states that 'marriage and civil partnership' is not a relevant protected characteristic for (b) or (c) although it is relevant for (a).
- 8.3 The Equalities Comprehensive Impact Assessment indicates that the proposals in this report will not have a disproportionately adverse impact on any people with a particular characteristic.

9 List of Appendices

- 9.1 Appendix 1 – Mantle (Epping) Ltd – Land Intertest Plan (Land Transfer)
- 9.2 Appendix 2 – Harlow Council – Land Interest Plan (Dedication)
- 9.3 Appendix 3 – Sainsburys Supermarkets Ltd – Land Interest Plan (Dedication)
- 9.4 Appendix 4 – Greater Anglia – Land Interest Plan (Agreement)
- 9.5 Appendix 5 – Land Licence Agreements – Land Interest Plans
- 9.6 Appendix 6 – Harlow STC N-C General Arrangement Plan
- 9.7 Appendix 7 - Equalities Comprehensive Impact Assessment

10 List of Background papers

None