Grant to be Paid to	SCC Funding Source	Project to be funded by the Grant	Conditions and Obligations	Value £000
AMG Investments Ltd (AMG)	Funding to be paid from funding received by SCC from Sheffield City Region Combined Authority (SCR)	Claywheels Lane Sustainable Industries Park	AMG is an investment and asset management company owned by a high net worth Sheffield businessman, with a number of Sheffield and Rotherham properties and investments. The company has already invested in the acquisition and part clearance of the Claywheels Lane site. In return for Sheffield City Region Investment Fund funding AMG has agreed to carry out works with a view to achieving the following outputs and outcomes: <b>AMG Works Outcomes</b> 1)To provide 8.34 acres of currently occupied land with improved access and services (electricity, gas, water and drainage) (2)To make 20.81 acres of currently vacant and unserviced land available for development with provision of mains electricity, gas, water and drainage and improved highways access. <b>AMG Non Works Outputs</b> (1)The safeguarding of 32 jobs on the Claywheels Lane site. A job being defined as a whole time equivalent post based on the site. These jobs will be audited 6 months after practical completion of the works outputs	931
			(2)The development and implementation of a focused marketing campaign to secure occupation of the Sustainable Industries	

Park.
AMG Outcomes (1)The construction of 14,559 sqm of new industrial space involving the investment of £18m (2)The delivery of 16 jobs, by 2020.
Heads of Terms
The Funding Agreement with AMG will be on a back to back basis so as to passport all the obligations in the SCR Funding Agreement with the Council onto AMG.
<b>Purpose of Funding –</b> To part fund the delivery of serviced land on the Claywheels Lane site for development reclaimed and clear of all obstructions with access to mains electricity, gas, water and drainage with good highways access.
<b>Funding</b> – up to £931,250 – payable in arrears, at a rate of 50% paid against paid invoices on expenditure on the works specified in the schedule of works.
All applications for payment by AMG will need to be signed off by a monitoring surveyor on behalf of the Council.
When 95% of the funding has been paid the Council will be entitled to withhold the balance until the later of the date of practical completion and the date that the Council is satisfied

<ul> <li>that the project outputs have been fully achieved.</li> <li>AMG will provide the Council with a programme of works and profile of expected spend and will update this on a regular basis – keeping the Council fully informed of all changes.</li> <li>AMG will maintain full and accurate accounts for the works and supply to the Council any information it advises it requires (for example a copy of all paid invoices and supporting documentation)</li> </ul>
<ul> <li>Schedule of Works that are eligible for funding (a detailed schedule of works will be required from AMG)</li> <li>Demolition of redundant structures on the site and undertake land reclamation works</li> <li>The provision of a new secured electricity supply to the site having a capacity of at least 3MW</li> <li>The provision of mains gas and water supplies to the site</li> <li>The provision of a new site entrance to the site</li> <li>There will be a change mechanism procedure to enable AMG to seek the Council's permission to amend the works, provided that the Outputs remain unchanged.</li> <li>Clawback -</li> </ul>

If AMG fail to deliver the specified project outputs and this will result in clawback of funding as follows:
Works Outputs - Subject to 100% Clawback Non-works Outputs - Subject to 30% Clawback
There will be no clawback for failure to deliver all or any of the outcomes.
<b>Financial Guarantee -</b> Appropriate due diligence of AMG's financial position will be undertaken and appropriate financial guarantees put in place to protect the Council from any financial risk of AMG being unable to repay the grant before the Funding Agreement is completed.
All works for which funding is being claimed will be procured in accordance with the Council's Standing Orders.
Programme Dates -
Date of Practical Completion (PC)/Completion Date – 31 <sup>st</sup> July 2019 - the date by which all funding is to be spent and PC to be achieved
Date by which all eligible expenditure is to have been claimed from the Council – 31 <sup>st</sup> August 2019.
Date of satisfaction of non-works outputs – 31 <sup>st</sup> January 2020

			Council Fees –	
			On the signing of the Funding Agreement AMG will pay the Council £17,500 as a contribution towards its costs.	
Abbey Forged Products (Abbey)	Funding to be paid from funding received by SCC from Sheffield City Region Combined Authority (SCR)	Claywheels Lane Sustainable Industries Park	<ul> <li>Abbey Forged Products Ltd is an established well respected Sheffield firm supplying specialist forgings to the oil exploration, energy and aerospace industries.</li> <li>They currently operate at a recently modernised plant at Beeley Wood Lane, and are seeking to grow/expand by developing a new heavy forge which will significantly widen their capability and product range. They are major users of both electricity and gas and are keen to benefit from both the potential cost savings and sustainability credentials which the availability of renewable energy generated on the Claywheels Lane Sustainable Industries site will give.</li> <li>They have purchased the former Airflow Site and aim to start construction of the new forge as soon as planning permission is secured and the SCRIF funding is confirmed.</li> <li>In return for Sheffield City Region Investment Fund funding Abbey has agreed to carry out works with a view to achieving the following outputs and outcomes:</li> <li>Abbey Works Outputs</li> </ul>	492
			The development of 8,239sqm of fully serviced industrial floor space and the construction of a new steel press. These works	

to be practically completed and the press capable of operational use no later than 31 <sup>st</sup> July 2019.
Abbey Non Works Outputs The creation of 35 jobs. A job is defined as a whole time equivalent post based on the site. These jobs will be audited 6 months after practical completion of the works outputs.
Abbey Outcomes The delivery of a further 20 jobs by 2020
Heads of Terms
The Funding Agreement with Abbey will be on a back to back basis so as to passport all the obligations in the SCR Funding Agreement with the Council onto Abbey.
<b>Purpose of Funding –</b> To part fund the development of a new 8,239 square metre industrial building to house a new steel press by Abbey
<b>Funding</b> – up to £492,500 – payable in arrears, at a rate of 50% paid against paid invoices on expenditure on the works specified in the schedule of works.
All applications for payment by Abbey will need to be signed off by a monitoring surveyor on behalf of the Council.
When 95% of the funding has been paid the Council will be

<ul> <li>entitled to withhold the balance until the later of the date of practical completion and the date that the Council is satisfied that the project outputs have been fully achieved.</li> <li>Abbey will provide the Council with a programme of works and profile of expected spend and will update this on a regular basis <ul> <li>keeping the Council fully informed of all changes.</li> <li>Abbey will maintain full and accurate accounts for the works and supply to the Council any information it advises it requires (for example a copy of all paid invoices and supporting documentation)</li> </ul> </li> </ul>
<ul> <li>Schedule of Works that are eligible for funding (a detailed schedule of works will be required from Abbey)</li> <li>The provision of a new electricity connection to the site having a capacity of at least 2.5MW</li> <li>The provision of a new gas supply and gas house and substation capable of supplying 250MB/22.000kw to the site</li> <li>Land reclamation works to enable the construction on the site of the new forge building</li> <li>Site drainage works to enable the construction on the site of the new forge building</li> <li>The provision of mains water supply to the site</li> </ul>

There will be a change mechanism procedure put in place to
enable Abbey to seek the Council's permission to amend the
works, provided that the Outputs remain unchanged.
Clawback -
If AMG fail to deliver the specified project outputs and this will
result in clawback of funding as follows:
Works Outputs - Subject to 100% Clawback
Non-works Outputs - Subject to 30% Clawback
There will be no clawback for failure to deliver all or any of the
outcomes.
Financial Guarantee -
Appropriate due diligence of Abbey's financial position will be
undertaken and appropriate financial guarantees put in place to
protect the Council from any financial risk of Abbey being
unable to repay the grant before the Funding Agreement is
completed.
All works for which funding is being claimed will be procured in
accordance with the Council's Standing Orders.
Programme Dates -
Date of Practical Completion (PC)/Completion Date – 31 <sup>st</sup> July
2019 - the date by which all funding is to be spent and PC to be
2010 the date by which an unung is to be spent and 1 C to be

achieved
Date by which all eligible expenditure is to have been claimed from the Council – 31 <sup>st</sup> August 2019.
Date of satisfaction of non-works outputs – 31 <sup>st</sup> January 2020
Council Fees –
On the signing of the Funding Agreement Abbey will pay the Council £17,500 as a contribution towards its costs.

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