

	Scheme name / business unit / summary description of key terms	Funder	Value £'000
A	Economic growth		
	None		
B	Transport		
	None		
C	Quality of life		
	None		
D	Green and open spaces		
	Arbourthorne Pond <u>Financial and Commercial Implications</u> Key features (not exclusive) of the grant (£10,000) are summarised below: <ul style="list-style-type: none"> • The grant is to support pond renovation back to a usable fishing condition and a range of supporting measures to improve the wider environment: <ul style="list-style-type: none"> - Commencement Date 1st October 2020 and Termination Date 28th February 2021 - Ongoing maintenance costs are SCC's responsibility. - Records retention seven years after Termination Date. - SCC to provide all necessary staff, resources, facilities and supervision - Invoice the Agency for its Financial Contributions; and 	Environment Agency	10

	<ul style="list-style-type: none"> - Use Contribution solely for the Project unless otherwise agreed in writing. - Comply with monitoring and reporting requirements - The grant is subject to clawback if terms and conditions are not complied with - Repay Financial Contributions unspent subject to reasonable outstanding commitments. - Project variations to be agreed by both parties in advance. <p>The Grant Manager will need to:</p> <ul style="list-style-type: none"> - Read, understand and comply with all of the grant terms. - Ensure that any ongoing costs have identified sources of funding. <p><u>Commercial Implications:</u></p> <ul style="list-style-type: none"> - There are no direct commercial implications arising from this report. Any procurement activity associated with the grant award will be reported separately. - All public sector procurement is governed by and must be compliant with both European Legislation and UK National Law. In addition, all procurement in SCC must comply with its own Procurement Policy, and internal regulations known as 'Contracts Standing Orders' (CSOs). - Contracts Standing Orders requirements will apply in full to the procurement of services, goods or works utilising grants. All grant monies must be treated in the same way as any other Council monies and any requirement to purchase/acquire services, goods or works must go via a competitive process. <p><u>Legal Implications:</u></p> <p>The Agreement between the EA and the City Council is described by the EA as a 'Collaboration' consisting of:</p> <ol style="list-style-type: none"> a) Any agreed written variation made in accordance with this Agreement b) The covering EA proposal letter c) The Terms and Conditions attached to that letter d) The Specification attached to that letter 		
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	<p>e) Any other documents appended to that letter</p> <p>The form of agreement can be treated as a grant (despite describing itself as a 'collaboration') with specific outcomes and with no element of 'profit' for the Council and hence it is not a contract for services but rather a grant.</p> <p>The Specification section describes the City Council as the 'Lead Partner' with the EA as the 'Contributing Partner' and then goes on to specify what the 'programme of work' to be undertaken by SCC is and the delivery dates stipulated for each of its tasks. The termination of the arrangement is stated as being 21st February 2021 but 'subject to the delivery and acceptance of all deliverables / milestones listed'. So there may be some flexibility.</p> <p>The remainder of the Agreement contains provisions which are standard to a grant agreement and accordingly the Council is not exposed to any undue liability or risk in entering into this Agreement.</p> <p>There is one residual obligation imposed upon the Council which is that 'for the foreseeable future all maintenance will be the responsibility of Sheffield City Council'. It also states that the collaboration agreement is to be 'reviewed and renewed as required' and that the EA 'are to provide further input into the plan with specific details to be finalised'. It does not go into further detail regarding this.</p> <p>The Localism Act 2011 provides local authorities with a "general power of competence" which enables them to do anything that an individual can do as long as the proposed action is not specifically prohibited. A purpose of the Act is to enable local authorities to work in innovative ways to develop services that meet local need. The proposed initiative can be delivered through the council using its general power of competence. In addition, there is no specific statutory prohibition, preventing the Council from implementing the proposed initiative. The Council therefore is empowered to implement and administer the initiative detailed in this report.</p> <p>Any grants accepted by the City Council can only be received following the approval of the Director of Resources & Head of Strategic Finance (Art 6.2.1 & Art. C.2.1.5</p>		
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	‘Grant Funding’) and then managed by an Executive Director (or their delegate) under Article 6.2.2 of the Financial Procedure Rules.		
E	Housing growth		
	<p>New Build Phase 12 – Knutton Crescent</p> <p>Shared Ownership Affordable Homes Programme (2016-22) 5th Allocation</p> <p>Background Homes England (formerly HCA) has funding for a Homes Programme 2016-2021, now extended to 2022 due to Covid19. Local Authorities can apply for this funding to help them with new build and acquisition schemes.</p> <p>This is the 5th application for funding from this Programme, the previous ones being for 5 acquisitions; approved in July17, the 2nd for a further 5 acquisitions approved in March19, the 3rd to fund the Weakland development (Phase 2) approved in November19, and the 4th to fund the Daresbury and Berners development (Phase 10) approved in April20.</p> <p>The bid was successful awarding £50K per property, which is £200K</p> <p>Financial and Commercial Implications The different funding options for scheme have been investigated and endorsed by the Housing Growth Programme Group it was decided to bid for £200K from the HE Programme. This means that SCC’s 1-4-1 housing sale capital receipts funding can’t therefore be used on this scheme. Meetings and calculations have taken place to ensure taking this scheme out of the SCC’s eligible new build spend won’t have a detrimental effect on reaching the required spending, and therefore cause 1-4-1 funding to be lost.</p> <p>This outcome relies on the other current new build schemes spending as currently forecast.</p>	Homes England	200

	<p>Key features of the proposed Grant Agreement (not exclusive) are summarised below:</p> <ul style="list-style-type: none"> • To make grants available to facilitate the development and provision of housing • To facilitate the delivery of certain affordable housing schemes. • Grant is compliant with the EU requirements concerning public service compensation granted for Services of General Economic Interest. • Firm Scheme Completion Date means the date set out in the Firm Scheme Delivery Timetable by which the Site acquisition and Practical Completion must be achieved • SCC must comply with any repayment / reporting obligations • SCC must ensure no material breach of the Grant Agreement • SCC must deliver all the SOAHP Housing which it was committed to deliver under this Agreement by 31 March 2023 • Help to Buy Agency Agreement means an agreement entered into between SCC and the Help to Buy Agent • The Grant Recipient shall comply fully with the contract management and reporting obligations set out in this Condition 11 • If the approved bid is not complied with then the grant may be reduced or adjusted • SCC must retain records for ten years from the date it received the grant • The grant is subject to Audit • No obligation to pay Grant to SCC if the due date for payment is after 31 March 2023 unless the funder approves an extension • SCC must comply with the defined grant claim procedures • If SCC fails to deliver the funder can withdraw, reallocate or reduce the funding <p>Procurement</p> <ul style="list-style-type: none"> • All public sector procurement is governed by both European Legislation and UK National Law. In addition, all procurement in Sheffield City Council must comply with its own Procurement Policy, and internal regulations known as 'Contracts Standing Orders' (CSOs). 		
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	<ul style="list-style-type: none"> • Contracts Standing Orders requirements will apply in full to the procurement of services, goods or works utilising grants. All grant monies must be treated in the same way as any other Council monies and any requirement to purchase/acquire services, goods or works must go via a competitive process. • The Project Manager will need to read, understand and comply with all of the grant terms and conditions. <p>Legal Implications</p> <p>The Council has the power to accept this grant under section 31 of the Local Government Act 2003. The Council also has the power to accept this grant under the section 1 Localism Act 2011 power of general competence.</p> <p>The Council must ensure it has either a freehold interest or leasehold interest (with at least 60 years remaining) on any land it wishes to develop.</p> <p>Each scheme the Council wishes to develop will have milestone target dates. Failure to comply with these dates will breach the terms of the grant agreement unless there are intervening circumstances, such as severe adverse weather, in which case the HE will extend the milestone target dates. In any event, any scheme may not be extended beyond 31 March 2023 unless HE permit otherwise.</p> <p>The Council must ensure in the delivery and construction phase of the scheme that it complies with all relevant legislation and HE guidance.</p> <p>The HE may either withhold or clawback any grant monies if a default event occurs or where the council breaches the terms of the agreement or if the grant is deemed to be unlawful state aid or otherwise terminated.</p> <p>The developed properties will be managed as Council housing - and held for the purposes of Part II of the Housing Act 1985 - and accounted for within the HRA and let in accordance with the Council's Allocations Policy made under Part 6 of the Housing Act 1996.</p>		
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F	Housing investment		
	None		
G	People – capital and growth		
	None		
H	Essential compliance and maintenance		
	None		
I	Heart of the City II		
	None		

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