

	Scheme name / 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		
	None		
E	Housing growth		
	West Bar Highways & Enabling See Appendix 1 for scheme details Sheffield City Region (SCR) funding will cover the construction costs of a new highway retaining wall and road layout to facilitate 2-way traffic on Bridge Street at the junction with the IRR (Corporation Street). It will also be used to fund further enabling works including Openreach diversion works on Bridge Street and the demolition of remaining structures on site to enable construction. This funding will be passported to URBO Developments to carry out the works. Financial and Commercial Implications	Sheffield City Region Brownfield Housing Fund	655

Key features (not exclusive) of the grant terms and conditions are summarised below. The Grant Manager will need to read, understand and comply with all of the grant terms and conditions.	
<u>Key Dates</u>	<u>Date</u>
Commencement Date	01/04/2021
Funding Cessation Date	31/03/2025
Completion Date	31/09/21
Clawback Review Date	31/12/2024
Final Review Date	31/12/2024
Interim Evaluation Date	31/01/2022
Final Evaluation Date	31/03/2025
Closure Date	31/03/2025
<ul style="list-style-type: none">• Grant is to achieve the Project Outputs, Project Outcomes and Targets.• “Subsidy Rules” means the UK-EU TCA Rules and the WTO-ASCM Rules together• Grant only for Eligible Costs and not to be used for any other purpose without prior approval.• Only claim Qualifying Expenditure defrayed from Commencement Date to Completion Date. Expenditure claimed outside of these dates is ineligible for Grant purposes.• Notify SCR in advance when applying for / receiving third party funding• Grant is conditional on provision of match funding letters to SCR in advance of a claim.• SCC shall not recover more than salary plus 35% on-costs annually for it’s own internal administration costs.	
SCC shall not apply for / accept:	
(i)	duplicate funding for the Project /any related administration costs already funded by SCR

	<p>(ii) Any funding applied to Eligible Costs resulting in a threshold breach for funding Eligible Costs as per the Subsidy Rules.</p> <ul style="list-style-type: none"> • SCC to notify SCR if not claiming the Maximum Grant / yearly sum available • Any shortfall in match funding or cost overrun, SCC shall procure alternative funding or provide funding to ensure Project Outputs/ Outcomes and Targets are achieved by the Completion Date/Final Review date • No project changes without prior funder approval (not exclusive) : Completion Date, Project Outputs, Project Outcomes, Maximum Amount, Final Review Date, Clawback Review Date. • SCR has provided to SCR evidence to satisfy the following Special Conditions. • Agree schedule of inclusive growth indicators/targets to ensure the project delivers wider socio-economic benefits to be monitored/reported. • Submission of acceptable Subsidy Control opinion • Grant subject to closure of Special Conditions and failure to provide satisfactory evidence of Special Conditions within 90 days of contract execution may result in default/termination of the Agreement (see details) • Comply with monitoring and reporting requirements (see full details) • Records kept as originals/certified true copies of originals or on commonly accepted data carriers including electronic versions of original documents. • Grant is outside the scope of VAT but if any VAT shall become chargeable the payment of the Grant is inclusive of all VAT. <p>Legal Implications</p> <p>The Council has a general power under Section 1 of the Localism Act 2011 to do anything that an individual may generally do provided it is not prohibited by other legislation and the power is exercised in accordance with the limitations specified in the Act which enables the Council to accept the £655,000 of grant funding from the Barnsley, Doncaster, Rotherham and Sheffield Combined Authority (the Authority)</p> <p>If a decision is made to accept the funding from the Authority from the Sheffield City Region Housing Fund (Brownfield) then the Council will be required to enter into a</p>		
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	<p>grant agreement (the Agreement) with the Authority. The Agreement is to ensure that the Project achieves the Project Outputs, Project Outcomes and Targets. The grant must only be used for the eligible costs and it subject to the special conditions and the terms of the grant agreement. Expenditure can only be defrayed from the commencement date to the completion date.</p> <p>Any significant changes to the project or changes which have the potential to breach subsidy control must be approved by the Authority.</p> <p>The Authority will retain 5% of each claim for qualifying expenditure. The 5% will be released in 2.5% amounts on completion of specific events. This includes for example on practical completion of the works, a review meeting being completed, delivery of the project outcomes and targets.</p> <p>Officers must ensure they are aware of any comply with all reporting and monitoring requirements.</p> <p>In the event that the project outputs are not achieved, the grant is subject to up to 100% clawback. The grant may also be required to be repaid if the agreement is terminated in specific circumstances.</p> <p>The Council is intending to passport the funding to Urbo (West Bar) Limited, via a back to back agreement. The back to back agreement is not yet finalised, but the intention is for the back to back agreement to be on materially the same terms as the grant agreement between the Council and the Authority. If this is not the case then a further decision will be sought.</p> <p>The Council must comply with all applicable legislation and regulations including but not limited to Public Contracts Regulations 2015, UK GDPR, the Data Protection Act 2018 and Subsidy Control.</p> <p>The Council has carried out an assessment under Subsidy Control the Council does not believe there to be any unlawful Subsidy Control.</p>		
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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