

	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		
	<p>Brownfield Housing Fund Grant for the Porter Brook Site</p> <p>Background Sheffield City Region has endorsed the allocation of 'early delivery' Brownfield Housing Fund grant funding to the Council to support the development and delivery of three projects in key strategic growth areas. The progression of each project will help unlock the delivery of new housing/ other regeneration benefits to the city.</p> <p>This element of the grant will help fund the demolition of the Avec Building on the Porter Brook site and improvements to the Pocket Park, unlocking the site for housing development.</p>	SCR	350

	<p>Financial Implications 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.</p> <ul style="list-style-type: none"> • £350k Grant is for the Project to achieve the Project Outputs, Outcomes and Targets. • Qualifying Expenditure to be defrayed • Subsidy Rules as per the UK-EU TCA Rules / WTO-ASCM Rules together • Grant only for Eligible Costs and shall not be used otherwise without SCR approval • Only claim Qualifying Expenditure defrayed from Commencement Date to Completion Date. Any Qualifying Expenditure outside of these dates is ineligible for Grant purposes • SCC to inform SCR in advance if they are applying for third party funding • Grant is conditional upon the provision of match funding evidence. • Comply with monitoring, reporting and claims requirements / deadlines • SCC shall neither apply for nor accept duplicate funding for the Project or any related administration costs; any funding to be applied to the Eligible Costs which would breach the Subsidy Rules • SCC cannot recover more than salary plus 35% on-costs annually for admin costs. • SCC to inform SCR if it will not claim the Maximum Grant in any year • SCC to fund any match funding shortfalls / cost overruns and ensure that the Project Outputs, Outcomes and Targets are achieved by the Completion Date /Final Review date • SCC shall not make any Project changes (see details) without SCR approval: • SCC to submit acceptable Subsidy Control opinion • Ensure all Project Outputs are achieved by the Completion Date and that Project Outcomes and Targets are fulfilled by the Final Review Date • A grant allocation for a specific year is available for that Financial Year only and any carry forward would need to be approved by SCR • Retentions of 5% of which 2.5% paid on completion of the Project Outputs by the Completion Date (see details) and 2.5% paid on confirmation of Project Outcomes being delivered by Final Review Date • Retain documentary evidence of all capital/revenue purchases • The grant / project is subject to External Audit • Grant is subject to clawback if terms and conditions are not complied with including (not exclusive): 		
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	<ul style="list-style-type: none"> ○ Project change without prior SCR approval; Incorrect information provided by SCC; failure to comply with the Special Conditions; Works not commenced within 3 months of Agreement; Grant not used for the purpose given; unsatisfactory progress with project delivery; failure to keep/maintain records; obtain any form of duplicate Project funding ● Grant is subject to Subsidy Rules and SCC confirms the Grant is not prohibited by the Subsidy Rules and either: the Grant complies with the Principles; or it has received less than 325,000 IMF Special drawing rights in subsidies (including the Grant) over 3 years before this Funding Agreement ● Records shall be maintained for 10 years following the granting of the aid ● Retain all project documents re: implementation/financing for 6 years from 30 April 2023 ● Grant to achieve Project Outputs and is subject to up to 100% Clawback to the extent that the Outputs are not achieved ● Grant outside the scope of VAT but if any VAT is chargeable the Grant is inclusive of all VAT ● Start 01 Dec 2020 /End 30 April 2024 / Review 30 Sept 2024 <p>Commercial Implications</p> <ul style="list-style-type: none"> ● All public sector procurement is governed by and must be compliant with both the Grant Agreement 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’ ● 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 Grant Manager will need to develop a viable exit strategy for when the grant funding ends to ensure that there are no unfunded ongoing costs <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 grant of up to £350,000 from the Barnsley, Doncaster, Rotherham and Sheffield Combined Authority (SCR).</p>		
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	<p>If a decision is made to accept the grant, then the Council will be required to enter into a grant agreement (the Agreement) with SCR. The grant provided by SCR is to be used only for the eligible costs set out in the Agreement and in accordance with the terms and conditions detailed in the Agreement.</p> <p>Key points to note from the Agreement are:</p> <ul style="list-style-type: none"> • The grant must be delivered in accordance with the key dates and delivery milestones • There are a number of special conditions that need to be met prior to contract execution and then further special conditions that must be met prior to the grant being paid. These include but are not limited to submission of growth indicators and targets, risk register, an acceptable subsidy control opinion, evidence that SCC’s Board have approved the scheme, and a detailed project plan. Officers must ensure that all of these conditions are able to be complied with <p>There is a 5% grant retention amount, this 5% will be paid in two 2.5% payments when specific events have been completed for example practical completion of the works, review meetings being carried out and evidence that the project outcomes have been met.</p> <p>The grant is subject to 100% clawback to the extent that the project outputs are not achieved.</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 grant to the Council is not deemed to be an unlawful subsidy. If any details around the project change then this will need to be re-assessed.</p>		
	<p>Brownfield Housing Fund Grant for the Purchase of Allen Street</p> <p>Background Sheffield City Region has endorsed the allocation of ‘early delivery’ Brownfield Housing Fund grant funding to the Council to support the development and delivery of three projects in key strategic growth areas. This element of the grant will help fund the acquisition of the leasehold interest of Allen Street as part of the strategic brownfield site acquisitions within the wider city centre area.</p>	SCR	546

	<p>The acquisition will enable the assembly of land interests exclusively into SCC ownership, the freehold or long leasehold of which can then be marketed to achieve residential redevelopment.</p> <p>Financial Implications Key features (not exclusive) of the Grant Agreement are summarised below:</p> <ul style="list-style-type: none"> • Project Outputs / Outcomes to be achieved by required dates • Project Cost: £1,092,500 with capital match funding (SCC) of £546,250 • Start: 22/06/2021 end: 30/09/2021 Review: 31/03/2024 • Grant only for Eligible defrayed Costs and cannot be used otherwise without SCR agreement • Only claim Qualifying Expenditure defrayed from Commencement to Completion Date (30/9/21) - outside of these dates is ineligible for Grant. • SCC to notify SCR if applying for other funding for the Project • Grant conditional on match funding and SCC shall not apply for/accept duplicate funding • Eligible Costs funding must not breach subsidy rules (UK-EU TCA /WTO-ASCM) • SCC cannot recover more than salary plus 35% on-costs annually for admin costs • SCC to inform SCR if it will not claim the Maximum grant in a Financial Year • Grant is subject to closure of the Special Conditions • Formal confirmation of all other funding approvals required to deliver the project • Submission of acceptable Subsidy Control opinion • Retention of 5% on each Grant claim, SCR pay retentions at 2.5% of claim value and remaining 2.5% paid when Project Outcomes are delivered by the Final Review Date • Retain documentary evidence of all capital/revenue purchases and a register of suppliers/contractors, invoices etc • Subject to external audit • Comply with monitoring, reporting and grant claims criteria / deadlines • Grant is subject to clawback in a range of circumstances • SCC warrants that the Grant is not prohibited by the Subsidy Rules • Records shall be maintained for 10 years following the granting of the aid • All Project documents, implementation, financing kept for 6 yrs from 31/12/21 • If Project Outputs are not achieved then the grant maybe subject to clawback • Grant is outside the scope of VAT, but if VAT is chargeable then the Grant includes VAT 		
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	<p>Commercial Implications</p> <ul style="list-style-type: none"> • All public sector procurement is governed by and must be compliant with both the Grant Agreement 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’ • 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 Grant Manager will need to develop a viable exit strategy for when the grant funding ends to ensure that there are no unfunded ongoing costs • The Project Manager will need to read, understand and comply with all the grant terms and conditions <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 grant of up to £546,000 from the Barnsley, Doncaster, Rotherham and Sheffield Combined Authority (SCR).</p> <p>If a decision is made to accept the grant, then the Council will be required to enter into a grant agreement (the Agreement) with SCR.</p> <p>The grant provided by SCR is to be used only for the eligible costs set out in the Agreement and in accordance with the terms and conditions detailed in the Agreement.</p> <p>Key points to note from the Agreement are:</p> <ul style="list-style-type: none"> • No significant changes can be made to the project, or changes which may result in the provision of the Grant breaching subsidy control rule, without the prior written approval of SCR • The grant must be delivered in accordance with the key dates and delivery milestones • There are a number of special conditions that need to be met prior to contract execution and then further special conditions that must be met prior to the grant being paid. These include 		
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	<p>but are not limited to submission of growth indicators and targets, confirmation of ground investigations completed, risk register, an acceptable subsidy control opinion, evidence that SCC's Board have approved the scheme, and a detailed project plan. Officers must ensure that all of these conditions are able to be complied with</p> <ul style="list-style-type: none"> • There is a 5% grant retention amount, this 5% will be paid in two 2.5% payments when specific events have been completed for example completion of the works, review meetings being carried out and evidence that the project outcomes have been met • The grant is subject to 100% clawback to the extent that the project outputs are not achieved <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 grant will be subject to a subsidy control assessment prior to the grant being accepted and the grant agreement signed. This assessment will be undertaken to ensure that it complies with the subsidy control rules.</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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