

	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>New Build Phase 2 – Weaklands</p> <p>Shared Ownership Affordable Homes Programme (2016-21) 3rd Allocation</p> <p>Background Homes England (HCA as was) has funding for a Homes Programme 2016-2021. Local Authorities can apply for this funding to help them with new build and acquisition schemes. We are proposing to use this grant to fund 36 affordable rented units at Weaklands.</p> <p>This is the 3rd application for funding from this Programme, the previous ones being for 10 acquisitions; the first to fund 5 acquisitions was approved at July17 CPG, and the 2nd for a further 5 acquisitions at March19 CPG.</p>	Homes England	1,404

	<p>The different funding options for the Weaklands new build scheme have been investigated and it was decided (endorsed by the Housing Growth Programme Group on 11th September 2019) to bid for £1.4m from the HE Programme. Use of this funding disbars SCC from counting expenditure on the scheme against a target required to be met in order to retain an element of receipts from previous council house sales. However, calculations have been made to ensure taking Weaklands out of the SCC’s eligible new build spend won’t have a detrimental effect on reaching the required spending, and cause council house sales receipts funding to be lost. Although this outcome relies on the other current new build schemes spending as currently forecast.</p> <p>The bid was successful awarding £1.4m which reduces the HRA funding required for this scheme by £1.4m</p> <p>Financial and Commercial Implications 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 2022 • 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 		
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	<ul style="list-style-type: none"> • 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 2022 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>Fundamental (A) Default means the occurrence of any of the following:</p> <ul style="list-style-type: none"> • SCC is subject to a Section 15 Direction which has or will have a Material Adverse Effect • A Prohibited Act has been committed by or on behalf of the Grant Recipient (in respect of which the Waiver Condition has not been satisfied) • Any Consent necessary to the delivery of the Approved Bid is withdrawn or revoked <p>Fundamental (B) Default means the occurrence of any of the following:</p> <ul style="list-style-type: none"> • The Grant Recipient's Investment Partner status is lost, removed or relinquished • The Regulator directs or recommends that grant is not to be paid to the Grant Recipient <p>Repayment of Grant in the following circumstances (not exclusive):</p> <ul style="list-style-type: none"> • The relevant Tranche has been paid to SCR but there is a failure to deliver the relevant Firm Scheme in accordance with the agreed Firm Scheme Details • The Grant Recipient has breached its obligations under any of Conditions 9 (Delivery Obligations), Condition 10 (Operational Obligations) or Condition 11 (Review, Monitoring and Reporting) • A Scheme Termination Event has occurred • A Total Termination Event has occurred • The Grant Recipient must pay the Recoverable Amount together with interest at two per cent (2%) above the base rate 		
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	<ul style="list-style-type: none"> • Disposal or letting of a SOAHP Dwelling for any purpose other than the Agreed Purpose will lead to failure to comply with the Grant conditions for the purposes of Recovery • SCC will not be entitled to transfer or assign all or part of this Agreement <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). • 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 right to accept this grant under the power of general competence found in section 1 of the Localism Act 2011.</p> <p>Homes England (HE) has made grant funding available to the Council for the purpose of facilitating the delivery and construction of affordable housing.</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 in certain circumstances such as adverse weather, in this case the HE will extend the milestone target date. In any event, any scheme may not be extended beyond 31 March 2022 unless HE indicate otherwise.</p>		
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	<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 claim back any grant monies if a default event occurs which breach the terms of the agreement or if the grant is found to be unlawful state aid.</p> <p>The Council may be liable to repay any sums if the grant agreement terms have been breached or if the agreement is terminated.</p> <p>The properties will be managed as Council housing, held for the purposes of Part II of the Housing Act 1985, 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>		
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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