

	Scheme name / business unit / summary description of key terms	Recipient	Value £'000
A	Transport Regeneration & Climate Change		
Page 101	<p>94147 Attercliffe Waterside Citu</p> <p>BACKGROUND</p> <p>In March 2023, the Finance sub-committee approved the Council becoming accountable body for £3,993.9K of funding from the South Yorkshire Mayoral Combined Authority (the Authority). Together with an earlier grant, the total grant awarded to the Council from the Authority for this project was £4,080K. The grants are towards the acquisition of land by the Council and towards works for Phase 1 of a proposed development scheme to unlock development of a wide scheme. This will create a new neighbourhood of low-carbon new homes.</p> <p>The Council now wish to passport the £1,710K of funding to Attercliffe Waterside Ltd (AWL), via a back-to-back agreement.</p> <p>See Section A for further details</p> <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 passport the funding to AWL.</p> <p>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>Key terms of the back-to-back agreement will be:</p> <ul style="list-style-type: none"> • The Project should look to achieve the Project Outputs, Project Outcomes. Failure to achieve the Project Outputs can result in the grant being clawed back. • The grant must only be used for the eligible costs and is subject to the special conditions and the terms of the back-to-back agreement. • Expenditure can only be defrayed from the commencement date to the completion date. • Any significant changes to the project or changes which have the potential to breach subsidy control must be approved by the Council and the Authority. • 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 once the Council has received the retention amount from the Authority. 	Citu Group Developments Limited	1,710

	<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>A subsidy control assessment has been carried out, the grant to AWL is deemed to be a subsidy but is in accordance with the principles and will be published on the governments transparency database.</p>		
B	Communities Parks & Leisure		
	None		
C	Waste and Street Scene		
Page 102	None		
	Adult Health & Social Care		
	None		
E	Housing		
	None		
F	Education Children & Families		
	None		
G	Strategy & Resources		
	None		
H	Economic Development & Skills		
	None		