

|          | Scheme name / summary description of key terms   | Recipient                       | Value<br>£'000 |
|----------|--|---------------------------------|----------------|
| <b>A</b> | <b>Economic growth</b>   |                                 |                |
|          | <p><b>Little Kelham Bridge</b></p> <p><b>Financial Implications</b></p> <p>Section 106 agreements withing the City Centre Living Spaces are to be used to fund the payment of this grant to CITU as contribution to the delivery of the Little Kelham Bridge Scheme.</p> <p><b>Legal Implications</b></p> <p>The Council is able to award the grant to CITU (Kelham Island) LLP by virtue of Section 1 of the Localism Act 2011. This provides Local Authorities with a “general power of competence” and allows them to “do anything that individuals generally may do”.</p> <p>The grant is being paid to CITU using s106 funds, the Council must be satisfied that the s106 funds are available and can be used for this purpose.</p> <p>Should the recommendations be approved to provide the grant to CITU for the Little Kelham Bridge Project, a grant agreement would be put in place between the Council and CITU to set out the terms and conditions on which the grant is made. The grant agreement is drafted in readiness and covers that the grant must be used by CITU for the purposes intended, the project. The project is also detailed in the grant agreement. There is the ability for the Council to withhold, suspend or require repayment of the grant for a number of reasons including if ‘the delivery of the Project does not start within 6 months of the Commencement Date or the Project is not completed during the agreed programme or any agreed programme extensions and the Recipient has failed to provide the Funder with a reasonable explanation for the delay’.</p> <p>There are also additional requirements on CITU to:</p> | CITU (Kelham Island) LLP (CITU) | 212.5          |

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|----------|---|--|--|
|          | <ul style="list-style-type: none"> <li>• ‘provide for the following in perpetuity through the relevant management company under the terms of the residential and commercial lease documentation for its Little Kelham development:             <ul style="list-style-type: none"> <li>○ the long-term maintenance of the paths and the pedestrian bridge;</li> <li>○ maintenance with a reputable insurance office of adequate insurance for the maintenance and use of the paths and the pedestrian bridge including public liability and any insurance required by law’.</li> </ul> </li> <li>• ‘procure third party warranties from the contractor and designer for the benefit of the Funder’.</li> </ul> <p>CITU must also ensure that the bridge is open public within one month of completion and that it must remain open to the public as a pedestrian thoroughfare at all times.</p> <p>The grant will be paid in two instalments, in accordance with the payment schedule in the grant agreement, subject to the necessary funds being available when payment falls due and the Council being satisfied that the payment will be used for the delivery of the project.</p> <p>The Public Contracts Regulations 2015 and State Aid rules must be complied with.</p> |  |  |
| <b>B</b> | <b>Transport</b>  |  |  |
|          | None  |  |  |
| <b>C</b> | <b>Quality of life</b>  |  |  |
|          | None  |  |  |
| <b>D</b> | <b>Green and open spaces</b>  |  |  |
|          | None  |  |  |

|          |   |  |  |
|----------|---|--|--|
| <b>E</b> | <b>Housing growth</b>                       |  |  |
|          | None  |  |  |
| <b>F</b> | <b>Housing investment</b>                   |  |  |
|          | None  |  |  |
| <b>G</b> | <b>People – capital and growth</b>          |  |  |
|          | None  |  |  |
| <b>H</b> | <b>Essential compliance and maintenance</b> |  |  |
|          | None  |  |  |
| <b>I</b> | <b>Heart of the City II</b>                 |  |  |
|          | None  |  |  |

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