

DATED

GRANT AGREEMENT

between

PETERBOROUGH CITY COUNCIL (PLANNING AUTHORITY)

and

CASTOR PARISH COUNCIL

JT/110358

THIS DEED is dated

PARTIES

- (1) PETERBOROUGH CITY COUNCIL of Town Hall, Bridge Street, Peterborough (**Planning Authority**).
- (2) CASTOR PARISH COUNCIL, Castor, Cambridgeshire (**Parish Council**).

BACKGROUND

- (A) Pursuant to a planning application reference 08/00561/OUT the Planning Authority entered into an agreement under S.106 of the Town and Country Planning Act 1990 to secure financial contributions to offset the proposed development (“the S.106 Agreement”).
- (B) Under the S.106 Agreement, the applicant agreed to make a contribution for the provision of open space and play areas within the vicinity of the development (“the Open Space Contribution”)
- (C) The Parish Council has resolved (as noted in resolution 576(i) of the minutes of a meeting of Castor Parish Council on 3rd March 2022) to approve a proposal to allocate the Open Space Contribution under the S.106 Agreement to various Projects within the parish (“Projects”)
- (D) The Planning Authority has agreed to allocate the Open Space Contribution as a Grant to the Parish Council to assist it in carrying out the identified Projects.
- (E) This Agreement sets out the terms and conditions on which the Grant is made by the Planning Authority to the Parish Council.
- (F) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Commencement Date: means the date of this Agreement

Governing Body: the Castor Parish Council including its councillors.

Grant: the sum of £54,703.33 to be paid to the Parish Council in accordance with this Agreement.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending 5 years from the date of this Agreement.

Projects: the Projects described in Schedule 1.

Projects Manager: the individual who has been nominated to represent the Planning Authority for the purposes of this Agreement.

2. PURPOSE OF GRANT

2.1 The Parish Council shall use the Grant only for the delivery of the Projects and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Planning Authority.

2.2 The Parish Council shall not make any significant change to the Projects without the Planning Authority's prior written agreement.

2.3 Where the Parish Council intends to apply to a third party for other funding for the Projects, it will notify the Planning Authority in advance of its intention to do so and, where such funding is obtained, it will provide the Planning Authority with details of the amount and purpose of that funding. The Parish Council agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Projects or any related administration costs that the Planning Authority is funding in full under this Agreement.

3. PAYMENT OF GRANT

3.1 Subject to the terms of this Agreement, the Planning Authority shall pay the Grant to the Parish Council as soon as practicable following the completion of this Agreement and in accordance with Clause 3.2.

3.2 No Grant shall be paid unless and until the Planning Authority is satisfied that such payment will be used for proper expenditure in the delivery of the Projects.

3.3 The amount of the Grant shall not be increased in the event of any overspend by the Parish Council in its delivery of the Projects.

3.4 The Grant shall be paid into a separate bank account in the name of the Parish Council which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Parish Council.

3.5 The Parish Council shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Planning Authority.

3.6 The Parish Council shall promptly repay to the Planning Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Parish Council.

4. USE OF GRANT

4.1 The Grant shall be used by the Parish Council for the delivery of the Projects.

4.2 Where the Parish Council has obtained funding from a third party in relation to its delivery of the Projects (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget in **Error! Reference source not found.** together with a clear description of what that funding shall be used for.

4.3 The Parish Council shall not use the Grant to:

- (a) make any payment to Parish Councillors;
- (b) purchase buildings or land; or
- (c) pay for any expenditure commitments of the Parish Council entered into before the Commencement Date,

unless this has been approved in writing by the Planning Authority.

4.4 The Parish Council shall not spend any part of the Grant on the delivery of the Projects after the Grant Period.

4.5 Should any part of the Grant remain unspent at the end of the Grant Period, the Parish Council shall ensure that any unspent monies are returned to the Planning Authority or, if agreed in writing by the Planning Authority, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.

4.6 Any liabilities arising at the end of the Projects including any redundancy liabilities for staff employed by the Parish Council to deliver the Projects must be managed and paid for by the Parish Council using the Grant or other resources of the Parish Council. There will be no additional funding available from the Planning Authority for this purpose.

5. ACCOUNTS AND RECORDS

- 5.1 The Grant shall be shown in the Parish Council's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Parish Council shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 5.3 The Parish Council shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Planning Authority shall have the right to review, at the Planning Authority's reasonable request, the Parish Council's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.4 The Parish Council shall provide the Planning Authority with a copy of its annual accounts within six months (or such lesser period as the Planning Authority may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 5.5 The Parish Council shall comply and facilitate the Planning Authority's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Planning Authority.

6. MONITORING AND REPORTING

- 6.1 The Parish Council shall closely monitor the delivery and success of the Projects throughout the Grant Period to ensure that the aims and objectives of the Projects are being met and that this Agreement is being adhered to.
- 6.2 The Parish Council shall provide the Planning Authority with a financial report and an operational report on its use of the Grant and delivery of the Projects every quarter and in such formats as the Planning Authority may reasonably require. The Parish Council shall provide the Planning Authority with each report within three months of the last day of the quarter to which it relates.
- 6.3 Where the Parish Council has obtained funding from a third party for its delivery of part of the Projects, the Parish Council shall include the amount of such funding in its financial reports together with details of what that funding has been used for.

- 6.4 If requested the Parish Council shall provide the Planning Authority with a risk register and insurance review in the format provided by the Planning Authority. The Parish Council shall address the health and safety of its staff in the risk register.
- 6.5 The Parish Council shall on request provide the Planning Authority with such further information, explanations and documents as the Planning Authority may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.6 The Parish Council shall permit any person authorised by the Planning Authority such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Parish Council's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.7 The Parish Council shall permit any person authorised by the Planning Authority for the purpose to visit the Parish Council once every quarter to monitor the delivery of the Projects. Where, in its reasonable opinion, the Planning Authority considers that additional visits are necessary to monitor the Projects, it shall be entitled to authorise any person to make such visits on its behalf.
- 6.8 The Parish Council shall provide the Planning Authority with a final report on completion of the Grant Period which shall confirm whether the Projects has been successfully and properly completed.

7. ACKNOWLEDGMENT

- 7.1 The Parish Council shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Planning Authority as the source of the Grant.

8. FREEDOM OF INFORMATION

- 8.1 The Parish Council acknowledges that the Planning Authority is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).
- 8.2 The Parish Council shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Planning Authority to enable the Planning Authority to comply with its obligations under the FOIA and EIRs;
 - (b) transfer to the Planning Authority all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;

- (c) provide the Planning Authority with a copy of all information belonging to the Planning Authority requested in the request for information which is in its possession or control in the form that the Planning Authority requires within 5 working days (or such other period as the Planning Authority may reasonably specify) of the Planning Authority's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the Planning Authority.

8.3 The Parish Council acknowledges that the Planning Authority may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Parish Council. The Planning Authority shall take reasonable steps to notify the Parish Council of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Planning Authority shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

9. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

9.1 The Planning Authority's intention is that the Grant will be paid to the Parish Council in full. However, without prejudice to the Planning Authority's other rights and remedies, the Planning Authority may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- (a) the Parish Council uses the Grant for purposes other than those for which they have been awarded;
- (b) the delivery of the Projects does not start within 6 months of the Commencement Date and the Parish Council has failed to provide the Planning Authority with a reasonable explanation for the delay;
- (c) the Planning Authority considers that the Parish Council has not made satisfactory progress with the delivery of the Projects;
- (d) the Parish Council is, in the reasonable opinion of the Planning Authority, delivering the Projects in a negligent manner;
- (e) the Parish Council obtains duplicate funding from a third party for the Projects;
- (f) the Parish Council obtains funding from a third party which, in the reasonable opinion of the Planning Authority, undertakes activities that are likely to bring the reputation of the Projects or the Planning Authority into disrepute;

- (g) the Parish Council provides the Planning Authority with any materially misleading or inaccurate information;
- (h) any member of the Governing Body, employee or volunteer of the Parish Council has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Projects or (b) taken any actions which, in the reasonable opinion of the Planning Authority, bring or are likely to bring the Planning Authority's name or reputation into disrepute;
- (i) the Parish Council ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (j) the Parish Council fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

9.2 The Planning Authority may retain or set off any sums owed to it by the Parish Council which have fallen due and payable against any sums due to the Parish Council under this agreement or any other agreement pursuant to which the Parish Council provides goods or services to the Planning Authority.

9.3 Should the Parish Council be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Projects or compliance with this Agreement it will notify the Planning Authority as soon as possible so that, if possible, and without creating any legal obligation, the Planning Authority will have an opportunity to provide assistance in resolving the problem or to take action to protect the Planning Authority and the Grant monies.

10. LIMITATION OF LIABILITY

10.1 The Planning Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Parish Council running the Projects, the use of the Grant or from withdrawal of the Grant. The Parish Council shall indemnify and hold harmless the Planning Authority, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Parish Council in relation to the Projects, the non-fulfilment of obligations of the Parish Council under this Agreement or its obligations to third parties.

10.2 Subject to clause 10.1, the Planning Authority's liability under this Agreement is limited to the payment of the Grant.

11. WARRANTIES

The Parish Council warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Projects (assuming due receipt of the Grant);
- (b) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Planning Authority immediately of any significant departure from such legislation, codes or recommendations;
- (c) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Projects;
- (d) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (e) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (f) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
- (g) it is not aware of anything in its own affairs, which it has not disclosed to the Planning Authority or any of the Planning Authority's advisers, which might reasonably have influenced the decision of the Planning Authority to make the Grant on the terms contained in this Agreement; and
- (h) since the date of its last accounts there has been no material change in its financial position or prospects.

12. DURATION

12.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Parish Council, whichever is longer.

12.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

13. ASSIGNMENT

The Parish Council may not, without the prior written consent of the Planning Authority, assign, transfer, sub-contract, or in any other way make over to any third

party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Projects, transfer or pay to any other person any part of the Grant.

14. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

15. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Planning Authority and the Parish Council, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

17. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

18. ENTIRE AGREEMENT

This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.

This document is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 The Projects

1) Children's Playground.

The replacement of the existing children's playground footpath which became uneconomical to repair.

The parish council proposed the removal of the existing footpath and substrate and the installation of new substrate, complete with geotextile membrane, concrete edging and 35mm Flexiset UV resistant bound aggregate and rubber to achieve a Suds compliant solution, 76.5m².

The project enhanced the safety of the existing playground and also improve the access for the disabled.

Taking advantage of the restrictions on the play area use and the absence of school children the work has recently been carried out and invoiced to the parish council

£12,101.00 plus VAT

2) Castor Coppice. A wild life project with educational, as well as, environmental benefits

Adjacent the children's playground is an existing coppice planted by the City Council some years ago on parish council land,

In line with the parish council wildlife recovery plan, and in collaboration with Langdyke Trust, the coppice has a large pond within it created with the assistance of the Fire Brigade. In addition, the parish council, again with the Landyke Trust has recently been installing a footpath through the coppice and improving the area for wildlife and residents, due to the proximity of the coppice the parish council intends to replace the existing unserviceable fence with a new two metre high V pressed welded mesh fence complete with new RHS post and a new single leaf gate.

Given the Proximity to the play area the replacement Fence is required on safety grounds to ensure that no child ventures in to this area unattended.

The new fencing and gate would all be powered coated green (RAL 6005) to blend it with the natural setting.

A new interpretation board would also be provided to give visitors an understanding of what wildlife is within the coppice and how the parish council is working with its partners to enhance the natural environment.

On completion of the above the parish council proposes to hold escorted open days, so that the residents and other community groups of Peterborough can attend and see the wildlife within the coppice in a safe environment.

The project would ensure the safety of the area due to its proximity to the children's playground whilst allowing the parish council to continue with its commitments on enhancing the natural environment for the benefit of the residents of Peterborough.

£13,830.00 plus VAT

3) Tweentowns.

The parish council owns a paddock known as Tweentown which is located within the centre of the village, the paddock is currently used for the grazing of horses.

The paddock also has a Public Right of Way (PRoW) across it with a very old and un-repairable field gate which is in need of replacement.

The parish council proposes to remove approximately 100metres of existing stock fencing, which would be replaced with a new native hedge to the South of the paddock, and also replacing the existing paddock horse fencing complete with a 5metre wildflower border running down each side of the right of way, replace the existing field gate with an oak field gate along with two new mobility kissing gates to improve the access to the paddock which will avoid damage to the new field gate.

£7,167.70 plus VAT

4) Ferryfield.

The parish council owns land adjacent the river Nene, the land currently forms part of the Nene Way and subsequently has a footpath along the bank of the river, at the entrance to the land adjacent Ferry Bridge an area of grass land which has been known as Peterborough first bathing area for many years and is frequently used by residents of Peterborough in the summer to relax and enjoy the views of the river Nene.

Currently the entrance to the area has a wooden fence which has become damaged over the years by residents accessing the area, this is now causing issues with the remaining area of the field as this area is tenanted for the grazing of livestock and as the fence and gates are now damaged livestock can escape from the field.

The parish council proposes to remove the existing fencing and enhance the grass area adjacent Ferrybridge known as the bathing place and install 31metres of new post and rail fencing, one 1.8metre wide field gate and one kissing gate approximately 50metres to the North West of the current bathing area.

The above would enhance the existing grass area and Nene Way, improve the recreational facility, enhance wildlife in line with environmental policies and ensuring the continued safety of the livestock for the tenant farmer.

£4,630.00 plus VAT

5) Splash Lane Paddock.

Castor Parish Council is an active partner within the John Clare Countryside Parish Nature Recovery Plan, This plan is supported by the Landyke Trust, Natural England, PECT, Nene Park Trust and also Peterborough City Council.

As part of the parish council's commitment to the environment and its rural setting it commissioned Sarah Lambert (Ecological Consultant) to carry out a survey of all parish council owned land with a view of identifying an area of land which would be suitable for a new wildlife area.

The report Identified an area of council land known as the Splash Land Paddock.

Following the report, the parish council agreed to the proposed land being set aside for a new nature recovery area once the existing lease on the land expires in October 2022.

The parish council then commissioned Sarah Lambert along with Justin Tilley (Natural England) and Tony Cook (PECT) to provide a proposal and quotation for the Biodiversity Enhancements for the Splash Lane Paddock.

The parish council would like to proceed with the proposed biodiversity enhancements to the paddock subject to funding in October 2022 once the existing lease expires which is coincidentally the best time for planting.

It is envisaged that these kinds of projects will go some way to assisting Peterborough City Councils work in combating climate change following it declaring a Climate Emergency.

Once completed the paddock would be opened to the residents of Castor and the wider communities across Peterborough.

£16,974.63 plus VAT

Summary

1) Children's Playground. -	£12,101.00 +Vat
2) Castor Coppice.	£13,830.00 + Vat
3) Tweentowns.	£7,167.70 + Vat
4) Ferryfield.	£4,630.00 + Vat
5) Splash Lane Paddock.	£16,974.63 + Vat

Total £54,703.33

EXECUTED

On behalf of the Planning Authority

by:

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(Authorised signatory for the Planning Authority)

JOHN HASTE

On behalf of Castor Parish Council

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(clerk)