

COMMUNITY INFRASTRUCTURE LEVY (CIL) CONTRIBUTION AGREEMENT

Relating to: Radford Semele Parish Council (“the CIL Project”)

Parties to the Agreement

- (1) Warwick District Council (“WDC”)
- (2) Radford Semele Parish Council (“the Recipient”)

Background

- A. This Agreement is made to facilitate the provision of Regulation 59A which imposed a duty on Charging authorities ‘to pass CIL to local councils’ in accordance with the Regulations.
- B. CIL was formally adopted by WDC with effect from 18th December 2017 under the Planning Act 2008 and the Regulations.
- C. WDC has agreed to pay the CIL Contribution to the Recipient to enable the Recipient to carry out CIL Infrastructure Projects within the local Parish area (“the Area”) in line with the provisions of Regulation 59C.
- D. This Agreement sets out the terms and conditions on which the CIL Contribution is paid by WDC to the Recipient and the manner in which the Recipient should apply the CIL Contribution.

Agreed Terms

Definitions

CIL Contribution: means the sum of £2,100.00 to be paid to the Recipient in accordance with this Agreement. Planning ref. W/18/0288 = £2,100.00.

CIL Project: means the application of the CIL Contribution by the Recipient in accordance with the provisions of Regulation 59C and which states as follows:

59C. - Application of CIL by local councils

A local council must use CIL receipts passed to it in accordance with regulation 59A or 59B to support the development of the local council's area, or any part of that area, **by funding—**

- (a) the provision, improvement, replacement, operation or maintenance of infrastructure; or
- (b) anything else that is concerned with addressing the demands that development places on an area

Regulations means the Infrastructure Levy Regulations 2010 (S.I. 2010/948 as amended by S.I. 2011/987, 2012/2975 and 2013 No. 982).

End Date

Five years from the date that the amount of any CIL Contribution was transferred to the Recipient by WDC.

Legal Basis

This Agreement is made pursuant to the Regulations and sections 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011.

Purpose and use of the CIL Contribution

The Recipient shall ensure that the CIL project fully meets the statutory criteria in Regulation 59C and use the CIL Contribution only for the delivery of the CIL Project and in accordance with the terms and conditions set out in this Agreement

The Recipient shall not spend or commit to spend any part of the CIL Contribution after the End Date.

Payment of the CIL Contribution

CIL contributions will be made to the Recipient on the 28th April and 28th October each year. WDC will raise an Official Order; this will be authorised for payment by WDC Finance Team on receipt of the returned and signed copy of this Agreement from the Recipient.

Repayment of the CIL Contribution pursuant to Regulation 59E

Should any part of the CIL Contribution not be applied to support the development of the recipients Area within 5 years of receipt or it has not been applied otherwise than in accordance with Regulation 59C the Recipient shall ensure that any unspent monies are returned to WDC together with any interest that has accrued thereon no later than 7 days from the End Date
CIL receipts recovered will be used by WDC to support the development within the area of the Recipient they are recovered from whilst meeting the criteria set out in Regulation 59C

Accounts and Records

The Recipient shall:

- keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the CIL Contribution monies received by it.
- keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the CIL Contribution for a period of at least seven years following receipt of any CIL Contribution monies to which they relate.
- shall comply and facilitate WDC's compliance with all statutory and contractual requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and WDC.
- show the CIL Contribution in the Recipients accounts as a restricted fund and shall not be included under general funds.

Monitoring and Reporting

The Recipient shall:

1. Closely monitor the delivery and success of the CIL Project to ensure that the aims and objectives of the CIL Project are being met and that this Agreement is being adhered to.
2. Prepare a report for any financial year in which it receives CIL receipts to include -
 - a. the total receipts for the reported year
 - b. the total CIL expenditure for the reported year
 - c. summary of CIL expenditure during the reported year including -
 - i. the items to which CIL has been applied; and
 - ii. the amount of CIL expenditure on each item; and
 - d. details of any notices received in accordance with regulation 59E, including –
 - i. the total value of CIL receipts subject to notices served in accordance with regulation 59E during the reported year
 - ii. the total value of CIL receipts subject to a notice served in accordance with regulation 59E in any year that has not been paid to WDC by the end of the reported year.
 - e. The total amount of –
 - i. CIL receipts for the reported year retained at the end of the reported year; and
 - ii. CIL receipts from previous years retained at the end of the reported year
3. The Recipient must –
 - a. publish the report –
 - i. on its own website
 - ii. ALL reports will be published on WDC's website as required by the CIL Regulations
 - b. Send a copy of the report to WDC, no later than 31st December following the reported year, to be published on WDC's website.
4. Provide WDC with such further information, explanations and documents as WDC may reasonably require in order for it to establish that the CIL Contribution has been used properly in accordance with this Agreement and the Regulations

Acknowledgement

The Recipient shall acknowledge the CIL Contribution in its annual report and accounts, including an acknowledgement of WDC as the source of the CIL Contribution.

Freedom of Information

The parties acknowledge that they are subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

Duration

This Agreement shall continue in force throughout the duration CIL contributions are made by WDC to the Recipient pursuant to its duty under Regulation 59A and any variation to this agreement shall be writing signed by the respective parties.

Termination

WDC may terminate this Agreement by written notice if the Recipient commits a material breach of this Agreement.

Notices

All notices and other communications in relation to this agreement to the address of the relevant party.

1. Any notice required to be given under this agreement shall be in writing and shall be delivered personally or sent by prepaid first class post Recorded Delivery post
2. The address for service of any such notice as aforesaid shall be on all of the parties at the addresses aforesaid marked for the attention of;

For WDC; Dave Barber, Head of Development Services, Warwick District Council, Riverside House, Milverton Hill, Leamington Spa, CV32 5HZ

For Recipient; Cllr. S Sabin, Chair of Radford Semele Parish Council

Dispute Resolution

In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Agreement such dispute or difference may be referred by any party to and his/her decision shall be final and binding on the parties to the dispute.

Signatures

Signed on behalf of each party.

Signed on behalf of WDC	Signed on behalf of Recipient
Print Name:	Print Name:
Date:	Date:
Name: Dave Barber	Name: Cllr. S Sabin
Position: Head of Development Services	Position: Chair Radford Semele Parish Council