

CAMBOURNE PARISH COUNCIL

District of South Cambridgeshire

Council Meeting 3rd February 2015

GC26 INDEMNITY FOR S106 FUNDING

To confirm the signing of the Indemnity by the Chairman and Vice Chairman for s106 monies for GC26.

The sum of £859.28 is the commuted sum for maintenance.

It is

Recommended that the Chairman and Vice Chairman be authorised to sign the indemnity on behalf of the Parish Council.

RECEIVED
15 JAN 2015



John Vickery
Cambourne Parish Council
The Hub, Cambourne Community Centre
High Street
Cambourne, Cambridge
CB23 6GW

Our ref: PLASEC.4642
Your ref:
Date: 12 January 2015

New Communities and Planning
Contact: Theresa Roberts
Direct dial: 01954 713257
Direct email: theresa.roberts@scambs.gov.uk

Dear Mr Vickery

**Development of GC26 Cambourne – S/0667/11/F
Payment of On-site Open Space Contribution**

As you will likely be aware, a Section 106 Agreement was entered into in respect of the above development with effect on 23rd September 2011. This required the Developer to pay over the sum of £798.84 as a financial contribution towards the future maintenance of the LAP. As the contribution payable was subject to indexation the amount received by the Council was £859.28. It is the intention for this money to be remitted to the Parish Council, upon the Parish Council entering into an appropriate form of Indemnity, for use for such purposes in accordance with the Section 106 Agreement that relates to securing the use of the money in this manner. The Agreement can be viewed on the website by using the planning application search. It will be listed under the plans and docs tab.

I now enclose two copies of an appropriate Indemnity for execution on behalf of the Council and, assuming the Council is content to proceed on this basis, perhaps both copies could be executed in pursuance of an appropriate resolution of the Parish Council. You will see that the document provides for the date of the resolution to be inserted and I would be grateful if this could be completed and for the document to be executed by two Parish Councillors on behalf of the Parish Council.

Once executed, please date the Indemnity and return one part to me, retaining the other copy for the Parish Council's records. I will then arrange for the On-site Open Space Contribution to be remitted as quickly as possible.

Yours sincerely

A handwritten signature in black ink, appearing to be 'TR'.

Theresa Roberts
S106 Monitoring Officer

X **THIS AGREEMENT** is made the _____ day of _____ 2015

B E T W E E N CAMBOURNE PARISH COUNCIL care of The Hub, Cambourne Community Centre, High Street, Cambourne, CB23 6GW ("the Parish Council") of the one part and SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL of South Cambridgeshire Hall, Cambourne Business Park, Cambourne, Cambridge, CB23 6EA ("the District Council") of the other part

W H E R E A S :

- (1) Under the terms of a Section 106 Agreement ("the Section 106 Agreement") dated 23rd September 2011 and made between the District Council (1) and Metropolitan Housing Trust Limited (2) a contribution of £798.84 (subject to indexation) is payable towards the future maintenance of the LAP ("On-site Open Space Contribution") in the circumstances and on the conditions therein prescribed
- (2) The On-site Open Space Contribution of £859.28 was received by the District Council on 24th December 2014
- (3) The District Council agrees to transfer the On-site Open Space Contribution to the Parish Council SUBJECT TO the Parish Council agreeing to comply with the covenants given in the Third Schedule of the Section 106 Agreement as if those covenants themselves had been given by the Parish Council in favour of the Owner mutatis mutandis and to provide an indemnity as hereinafter described

NOW THIS DEED WITNESSETH as follows:

IN CONSIDERATION of the payment by the District Council to the Parish Council of the On-site Open Space Contribution the Parish Council covenants with the District Council

1. to use the On-site Open Space Contribution solely for the purposes specified in the Section 106 Agreement
2. that if it has not applied or made arrangements for the application of all or any part of the On-site Open Space Contribution within ten years from 24th December 2014 then the On-site Open Space Contribution or unexpended proportion thereof (as the case may be) shall be payable to the Owner ("the Owner") as provided in the Section 106 Agreement with interest accrued from the date of receipt by the Parish Council until such sum is paid in full PROVIDED ALWAYS that if before the expiry of the said ten year period there is any contract or contracts in existence to which the On-site Open Space Contribution is attributable and which contract or contracts shall be completed after the expiry of the said ten year period any sum to be repaid to the Owner shall be repaid (together with interest thereon as aforesaid) following payment of the final account in respect of any and all such contracts and the sum to be repaid shall be less all costs incurred and/or paid to provide the said infrastructure pursuant to such contract or contracts
3. that it shall if requested by the Owner produce to the Owner within 28 days of such a request a statement of account as to how the On-site Open Space Contribution or any part thereof shall have been spent
4. that it will indemnify the District Council fully against any costs or claims which may arise in respect of any breach by the Parish Council of the terms of this Agreement.

IN WITNESS of which two members of the Parish Council have pursuant to a resolution of the Parish Council passed on _____ signed and delivered this Deed on the day and year first above written.

X SIGNED AND DELIVERED as a Deed by _____)
X in the presence of:- _____)

X Witness Signature: _____
Witness Name: (Block Capitals) _____
Witness Address: _____

X SIGNED AND DELIVERED as a Deed by _____)
X In the presence of:- _____)

X Witness Signature: _____
Witness Name: (Block Capitals) _____
Witness Address: _____

