

CAMBOURNE PARISH COUNCIL

District of South Cambridgeshire

Council Meeting 5th August 2014

UC11 INDEMNITIES FOR S106 FUNDING

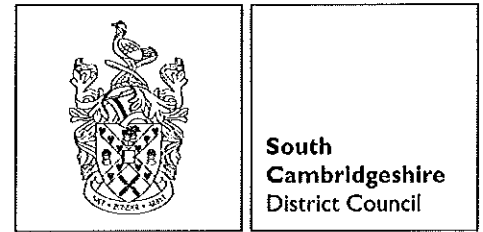
To confirm the signing of the Indemnities by the Chairman and Vice Chairman for s106 monies for UC11. It is intended to use the:

- £10,046.03 towards the aerial runway on Upper Cambourne Green
- £6,324.94 towards the Sports Pavilion on Great Cambourne Cricket Ground
- £2,269.16 towards provision of the Clock on the new Sports Pavilion.

It is

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

South Cambridgeshire Hall
Cambourne Business Park
Cambourne
Cambridge
CB23 6EA
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f: (01954) 713 149
www.scambs.gov.uk



RECEIVED

28 JUL 2014

Cambourne Parish Council
The Hub
Cambourne Community Centre
Back Lane
Cambourne
Cambridge
CB23 6GW

Our ref: PLASEC.4616 /JMG

Your ref:

23rd July 2014

New Communities and Planning

Contact: Jane Gifford

Direct dial: 01954 713257

Direct email: jane.gifford@scambs.gov.uk

Dear John

**Development of UC11, Cambourne (13 affordable dwellings) – S/0983/10/F
Payment of Public Open Space, Community Facilities and Public Art Contributions**

As you will likely be aware, a Section 106 Agreement was entered into in respect of the above development with effect on 15th March 2011. This required the Developer to pay over the sum of £10,046.03 as a financial contribution in lieu of on-site provision of public open space, £6,324.94 towards the off-site provision of community facility space and £2,269.16 towards the provision of public art. It is the intention for these monies to be remitted to the Parish Council, upon the Parish Council entering into an appropriate form of Indemnities, for use for such purposes in accordance with the Section 106 Agreement that relates to securing the use of the monies 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 two appropriate Indemnities for execution on behalf of the Council and, assuming the Council is content to proceed on this basis, perhaps all copies could be executed in pursuance of an appropriate resolution of the Parish Council. You will see that the documents provide for the date of the resolution to be inserted and would be grateful if this could be completed and for the documents to be executed by Councillor Crocker and Councillor O'Dwyer on behalf of the Council.

Once executed, please date the Indemnities and return one part of each to me, retaining the other copy for the Council's records. I will then arrange for the open space, community facilities and public art contributions to be remitted as quickly as possible.

To assist in justifying future contributions with developers, the District Council is compiling a database of current open space and community projects within each village. In this respect I would be grateful if, when returning the signed indemnity, you were to let me know if you have

THIS AGREEMENT is made the _____ day of _____ 2013
B E T W E E N CAMBOURNE PARISH COUNCIL care of The Hub, Cambourne Community Centre, Back Lane, Cambourne, Cambridge 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 15th March 2011 and made between the District Council (1) and Cambridge Housing Society ("The Owner")
(2) a contribution of £2,052.63 (subject to indexation) is payable towards the provision of public art ("The Public Art Contribution") in the circumstances and on the conditions therein prescribed
- (2) The Public Art Contribution of £2,269.16 was received by the District Council on 4th July 2014
- (3) The District Council agrees to transfer the Public Art Contribution to the Parish Council SUBJECT TO the Parish Council agreeing (i) to comply with the covenant(s) given in Para 2 of the Fourth Schedule of the Section 106 Agreement as if those covenant(s) themselves been given by the Parish Council in favour of the Owner mutatis mutandis and (ii) 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 Public Art Contribution the Parish Council covenants with the District Council

1. to use the Public Art Contribution solely for the purposes specified in the Section 106 Agreement
2. that if the Parish Council has not applied or made arrangements for the application of all or any part of the Public Art Contribution within ten years from 4th July 2014 then the Public Art Contribution or unexpended proportion thereof (as the case may be) shall be payable to the Owner as provided for 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 Public Art 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 contract or contracts and the sum to be repaid shall be less all costs incurred and/or paid to provide the said Public Art pursuant to such contract or contracts
3. that the Parish Council 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 Public Art Contribution or any part thereof shall have been spent
4. that the Parish Council 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.

THIS AGREEMENT is made the _____ day of _____ 2013
B E T W E E N CAMBOURNE PARISH COUNCIL care of The Hub, Cambourne Community Centre, Back Lane, Cambourne, Cambridge 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

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- (2) The Public Art Contribution of £2,269.16 was received by the District Council on 4th July 2014
- (3) The District Council agrees to transfer the Public Art Contribution to the Parish Council **SUBJECT TO** the Parish Council agreeing (i) to comply with the covenant(s) given in Para 2 of the Fourth Schedule of the Section 106 Agreement as if those covenant(s) themselves been given by the Parish Council in favour of the Owner mutatis mutandis and (ii) 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 Public Art Contribution the Parish Council covenants with the District Council

1. to use the Public Art Contribution solely for the purposes specified in the Section 106 Agreement
2. that if the Parish Council has not applied or made arrangements for the application of all or any part of the Public Art Contribution within ten years from 4th July 2014 then the Public Art Contribution or unexpended proportion thereof (as the case may be) shall be payable to the Owner as provided for 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 Public Art 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 contract or contracts and the sum to be repaid shall be less all costs incurred and/or paid to provide the said Public Art pursuant to such contract or contracts
3. that the Parish Council 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 Public Art Contribution or any part thereof shall have been spent
4. that the Parish Council 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.

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W H E R E A S :

- (1) Under the terms of a Section 106 Agreement ("the Section 106 Agreement") dated 15th March 2011 and made between the District Council (1) and Cambridge Housing Society (2) contributions of a) £9,097.39 (subject to indexation) is payable towards the off-site provision and future maintenance of public open space infrastructure ("The Public Open Space Contribution") and b) £5,712.39 (subject to indexation) is payable towards the indoor community facilities ("The Community Facility Contribution") in the circumstances and on the conditions therein prescribed
- (2) The Public Open Space Contribution and Community Facility Contribution, £10,046.03 and £6,324.94 respectively, were received by the District Council on 4th July 2014
- (3) The District Council agrees to transfer the Public Open Space Contribution and Community Facility Contribution to the Parish Council SUBJECT TO the Parish Council agreeing to comply with those covenants given in the Fourth 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 Public Open Space Contribution and Community Facility Contribution the Parish Council covenants with the District Council

1. to use the Public Open Space Contribution and Community Facility 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 Public Open Space Contribution or Community Facility Contribution within ten years from 4th July 2014 then that (those) Contribution(s) or unexpended proportion thereof (as the case may be) shall be payable to the Owner as provided in the Section 106 Agreement ("the Owner") 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 Public Open Space Contribution or Community Facility Contribution are 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 Public Open Space Contribution and Community Facility Contribution or any part thereof shall have been spent

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- (3) The District Council agrees to transfer the Public Open Space Contribution and Community Facility Contribution to the Parish Council SUBJECT TO the Parish Council agreeing to comply with those covenants given in the Fourth 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:

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2. that if it has not applied or made arrangements for the application of all or any part of the Public Open Space Contribution or Community Facility Contribution within ten years from 4th July 2014 then that (those) Contribution(s) or unexpended proportion thereof (as the case may be) shall be payable to the Owner as provided in the Section 106 Agreement ("the Owner") 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 Public Open Space Contribution or Community Facility Contribution are 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 Public Open Space Contribution and Community Facility Contribution or any part thereof shall have been spent