

Borough Council of
**King's Lynn &
West Norfolk**



CIL Spending Panel

Agenda

Monday, 12th December, 2022
at 10.00 am

in the

**Council Chamber
Town Hall
King's Lynn**

Also available for the public to view on
[WestNorfolkBC on You Tube](#)

Borough Council of
**King's Lynn &
West Norfolk**



King's Court, Chapel Street, King's Lynn, Norfolk, PE30 1EX
Telephone: 01553 616200

Friday 2 December 2022

Dear Member

CIL Spending Panel

You are invited to attend a meeting of the above-mentioned Task Group which will be held on **Monday, 12th December, 2022 at 10.00 am** in the **Council Chamber, Town Hall, Saturday Market Place, King's Lynn PE30 5DQ** to discuss the business shown below.

Yours sincerely

Chief Executive

AGENDA

1. **Apologies for absence**
2. **Notes of the previous meeting** (Pages 4 - 6)
3. **Matters arising**
4. **Declarations of interest**

Please indicate if there are any interests which should be declared. A declaration of an interest should indicate the nature of the interest (if not already declared on the Register of Interests) and the agenda item to which it relates. If a disclosable pecuniary interest is declared, the Members should withdraw from the room whilst the matter is discussed.

These declarations apply to all Members present, whether the Member is part of the meeting, attending to speak as a local Member on an item or simply observing the meeting.

5. Urgent Business

To consider any business which, by reason of special circumstances, the Chairman proposes to accept as urgent under Section 100b(4)(b) of the Local Government Act, 1972.

6. Members present pursuant to Standing Order 34

Members wishing to speak pursuant to Standing Order 34 should inform the Chair of their intention to do so and on what items they wish to be heard before a decision on that item is taken.

7. Chair's correspondence (if any)

8. CIL Funding Terms & Conditions (Pages 7 - 15)

9. Review of CIL Funding applications

- a. FY21_1 – No Annual Report Received
- b. FY21_1 – Not started within 1 year
- c. FY22_1 – Not started by the date on the application
- d. FY22_2 – No Signed Agreement Received

10. Date of next meeting

To be agreed.

To:

CIL Spending Panel: R Blunt (Chair), C Bower, M de Whalley, C Hudson, E Nockolds and T Parish

Officers

Amanda Driver, CIL Monitoring Officer
Robyn Walkey, CIL Assistant
Hannah Wood-Handy, Planning Control Manager

BOROUGH COUNCIL OF KING'S LYNN & WEST NORFOLK

CIL SPENDING PANEL

**Minutes from the Meeting of the CIL Spending Panel held on
Thursday, 29th September, 2022 at 2.00 pm in the Council Chamber,
Town Hall, Saturday Market Place, King's Lynn PE30 5DQ**

PRESENT: Councillor R Blunt (Chair)
Councillors C Bower, M de Whalley, C Hudson, E Nockolds and S Squire

1 APOLOGIES FOR ABSENCE

Apologies were received from Councillor Parish, (Councillor Squire was subbing)

2 NOTES OF THE PREVIOUS MEETING

The Notes of the Meeting held on 17 August 2022 were agreed as a correct record.

3 MATTERS ARISING

None

4 DECLARATIONS OF INTEREST

None

5 URGENT BUSINESS

None

6 MEMBERS PRESENT PURSUANT TO STANDING ORDER 34

None

7 CHAIR'S CORRESPONDENCE (IF ANY)

None

ANNUAL INFRASTRUCTURE FUNDING STATEMENT FULL YEAR 21/22

The Panel received and noted the statutory Annual Infrastructure Funding Statement for the year 2021/2022. The report provided information on the monetary and non monetary contributions sought and received from developers for the provision of infrastructure to support development in the Borough. It then went on to show the use of those contributions by the Borough council through the Community Infrastructure Levy and S106 Planning Obligations. The report had to be published prior to 31 December 2022.

The summary of the CIL income to date was £4,278,100.35, of which £729,446.16 had been paid to parishes to support development in their areas. The summary of the funding allocations and expenditure was £2,170,385.22 of original allocation for the year, £1,889,636.33 had been allocated, £388,510.47 spent, £1,501,125.86 allocated but unspent and £280.178 unallocated and awaiting TORs.

The Panel was given a breakdown of the types and categories of funding allocations made, and also the areas of the Borough from which they had been made.

It was noted that the information on the Funding Statement was to be added to the Members Bulletin and on the Regeneration and Development Panel should they wish to see it.

The Chair proposed that a full members briefing should be held on the subject before the next round of bidding in order that Members understood the changes to the scheme. This was supported and it was agreed that this should be held on Teams and could be recorded to ensure members could access the information if unable to attend.

In discussing the timeframes which parishes had to spend their allocations it was noted that they had 5 years, however specific funding applications applied for had to be started within a year. The money was paid on completion, or via stage payments when proof of payments could be made. In response to questions it was confirmed that reminders were sent to applicants of timeframes. Parish clerks were given training on the requirements of CIL, and it was a subject covered in the parish planning training sessions.

Members congratulated officers on the work and monitoring carried out for the process.

- Agreed:**
- 1) That the Funding Statement for 2021/22 be noted.
 - 2) That a member briefing be held on Teams to update members on the CIL process and the work to date.

9 **ANALYSIS OF APPLICATIONS**

The Panel received the analysis of applications received and approved on a parish basis. A discussion took place on the types of funding which would be agreed, and it was agreed that parishes needed to put the effort into making the applications and reporting back at the correct time. The application form had been simplified with additional notes and advice contained within it, along with a “dummy” application form prepared to assist parishes and groups with the process.

Agreed: That the information be noted.

10 **REVIEW THE FUNDING APPLICATION TERMS OF REFERENCE**

The standard legal agreement was reviewed. The requirement to commence within the year was discussed, however there was not currently discretion to extend the commencement process. It was noted that part of the scoring criteria was to be able to start the work quickly. The Panel was of the view that if it were possible to extend the commencement time in exceptional circumstances, to be approved by the Panel, following the provision of written a statement giving the reasons for requesting an extension of time and variation of the application, they would wish to be able to do so. Officers would seek legal advice to see if this was possible.

It was agreed that the information on the web site with all the new forms and updated advice for the next round of bidding be made live on Monday 3 October.

Agreed: 1) That legal advice be sought as to whether an extension of time could be given in exceptional circumstances.

2) That the information for the next round of bidding go live on Monday 3 October.

11 **DATE OF NEXT MEETING**

To be confirmed.

The meeting closed at 3.35 pm



Appendix 1

BCKLWN Community Infrastructure Levy Funding Terms and Conditions

Award of Funding

1. The offer of funding as set out in the offer letter attached to these terms and conditions ('the Offer Letter'), from the Community Infrastructure Levy (CIL) Infrastructure Fund, is subject to the applicants acceptance of the offer, these terms and conditions and the requirements set out in the Offer Letter
2. Any award must be used exclusively for the delivery of the project as set out in the application submitted, summary annexed to the Offer Letter and in the Offer Letter itself ('the Project').
3. The Project must be carried out and completed to the standard and specification stated within the attached application form.
4. If the Applicant fails to comply with any of these terms and conditions, BCKLWN ('the Council') may withhold, vary, terminate, or require any or all of the CIL award to be repaid.
5. The CIL funding will be conditional upon the applicant obtaining any necessary building regulations and/or planning permission and any other consents or permissions as may be required.
6. The CIL funding is a one-off payment and will not result in any future revenue commitment by the Council. The Council will not be responsible for any future maintenance, revenue liability or ongoing funding related to the application.
7. There is no right of appeal against an award, refusal or withdrawal of CIL funding.

Starting the Project

8. The Project must commence within the period stated in the Offer Letter. If this is not possible, the applicant must inform the Council, in writing, of when they will start the project and the reason for the delay for approval by the Council. For the purpose of this document, commencement is defined as when the works relating to the delivery of the Project materially begins.
9. **Works already completed or expenditure incurred prior to the Applicant's acceptance of the offer, these terms and conditions and the Offer Letter will not be funded.**

Approved Projects for CIL Funding

10. The works that are the subject of the CIL funding must be carried out strictly in accordance with the details as described in the attached application submission and in accordance with these terms and conditions and any requirements contained within the Offer Letter.
11. The Council reserves the right to carry out independent financial checks where appropriate and may withdraw the offer at its sole discretion if it considers the public funds may be put at risk
12. If during the course of the work, the applicant finds it impracticable to carry out the work in accordance with what was approved, then changes must only be made after written approval has been given by the Council. Failure to do so may result in the withdrawal or withholding of the funding or requirement to repay any sums already provided by the Council
13. Where requested by the Council the applicant must provide a written statement or an appropriate certificate of completion and the Council must be satisfied that the work has been carried out in accordance with the attached application Form before payment of the funding.
14. On completion of the project, for publicity purposes, the applicant agrees to submit photographs (with no copyrights) of the completed project and agrees that these may be used to promote the CIL funding allocations.

Payment of funding

15. Subject to the terms of these terms and conditions the Council shall pay the funds to the Applicant only after completion of the project and the submission of verifiable invoices. The original invoices/receipts need to be submitted to the Council as proof of purchase and/or expenditure. The Applicant agrees and accepts that the payment of the funds can only be made to the extent that the Council has available funds.
16. You must have a bank account in your name or the name of your organisation into which the Council will pay the funding. As part of the acceptance of the offer of funding, you will need to provide the bank account details including the sort code, account number and name on the account.
17. The award of funding contained in the Offer Letter is the maximum CIL funding awarded to this scheme. If the Project cost is lower than the amount stated in the attached application form, unspent monies cannot be used on matters not included. If the total Project cost is lower than amount stated in the attached application form, there will be a pro rata reduction in CIL funding.
18. There will be no obligation on the Council to increase its offer in the event of cost increases on eligible work.
19. The Applicant shall promptly repay to the Council any money incorrectly paid to it either because of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where monies have been paid in error before all conditions attaching to the funds have been complied with by the Applicant

Withholding or Recovery of Payment

20. It is the Councils intention that the funds will be paid to the Applicant in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or suspend payment of the Funds and/or require repayment of all or part of the Funds if:
 - a) the Applicant uses the funds for purposes other than those for which they have been awarded;
 - b) the Council considers that the Applicant has not made satisfactory progress with the delivery of the Project;
 - c) the Applicant is, in the reasonable opinion of the Council, delivering the Project in a negligent manner;
 - d) the Applicant obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project or the Council into disrepute;
 - e) the Applicant provides the Council with any materially misleading or inaccurate information
 - f) the Applicant commits or committed a prohibited act under the Bribery Act;
 - g) any member of the governing body, employee or volunteer of the Applicant has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Council, bring or are likely to bring the Council's name or reputation into disrepute;
 - h) the Applicant 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);
 - i) the Applicant becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
 - j) the Applicant 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.

21. The Council may retain or set off any sums owed to it by the Applicant which have fallen due and payable against any sums due to the Applicant under this Agreement or any other agreement pursuant to which the Applicant is a party.
22. Where the Applicant receives or intends to apply to a third party for other funding for the Project, it will notify the Council in advance of its intention to do so and, where such funding is obtained, it will provide the Council with details of the amount and the purpose of that funding. The Applicant agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project.
23. If the Applicant receives funding from a third party either during the delivery or after completion of the project the Council reserves the right to recover that amount of funding from the applicant.
24. If the Project does not comply with the delivery timetable stated within the application form and Offer Letter, the Council reserves the right to revoke or recover the amount of the funding, or such other amount as it considers reasonable.

Compliance and Insurance

25. The applicant must ensure compliance with all regulations and legislation relating to the project including equality, sustainability and health and safety.
26. The applicant must ensure appropriate and sufficient insurance cover, including public liability and employer liability applicable to the project.

Limitation of liability

27. The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Applicant running the Project the use of the funds or from withdrawal of the funds. The Applicant shall indemnify and hold harmless the Council, 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 Applicant in relation to the Project, the non-fulfilment of the obligations of the Applicant or its obligations to third parties.
28. Subject to clause 27, the Council's liability under these terms and conditions is limited to the payment of the funds.

Communication & Monitoring

29. The Applicant must maintain regular communication with the Council following the acceptance of the offer, these terms and conditions and the Offer Letter. The Applicant should provide regular updates and information on the project until it has been completed.
30. In any event the Applicant shall within 7 days after written request by the Council provide the Council with such information and documents as the Council may reasonably require to enable to the Council to verify that the Applicant has complied with its obligations under these terms and conditions.
31. The applicant must provide an annual return no later than 01 May each year, with information on the progress of the Project, within the previous financial year This will ensure the Council is able to fulfil its monitoring requirements under the CIL Regulations 2010 (as amended Sept 2019).

Publicity for the Project

32. The Applicant must acknowledge the support of the Council in any materials that refer to the Project and in any written or spoken public representations about the project in a form or style agreed in advance with the Council.
33. Where the Council has provided the Applicant with any of its intellectual property rights for use in connection with the Project (including without limitation its name and logo), it shall only be used in accordance with reasonable brand guidelines.
34. The Council reserves the right to use images of the project, resulting from the award of the CIL funding, as part of any publicity material that it may wish.

Freedom of information

35. The Applicant acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).
36. The Applicant shall:
- provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;
 - transfer to the Council 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;
 - provide the Council with a copy of all information belonging to the Council requested in the request for information which is in its possession or control in the form that the Council requires within 5 working days (or such other period as the Council may reasonably specify) of the Council's request for such information; and
 - not respond directly to a request for information unless authorised in writing to do so by the Council.
37. The Applicant acknowledges that the Council may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Applicant. The Council shall take reasonable steps to notify the Applicant 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 Council 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.

Miscellaneous

38. The Council reserves the right to vary these terms and conditions. Such a right will be exercised by the Council acting reasonably.
39. No provision of these terms and conditions shall be enforceable or intend to confer any contractual benefit on any person under the Contracts (Rights of Third Parties) Act 1999.
40. Insofar as any clause or clauses of these terms and conditions are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of these terms and conditions.
41. All notices and other communications in relation to these terms and conditions shall be in writing and shall be deemed to have been given if personally delivered, emailed or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if emailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working days following such mailing.
42. These terms and conditions shall not create any partnership or joint venture between the Council and the Applicant, 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.
43. No waiver (whether expressed or implied) by the Council or Applicant of any breach or default in performing or observing any of the covenants terms or conditions of these terms and conditions shall constitute a continuing waiver and no such waiver shall prevent the Council or Applicant from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.
44. These terms and conditions are governed by and interpreted in accordance with the laws of England and Wales

CIL Application Ref No: Total Applications
E-mail: CIL@west-norfolk.gov.uk

Borough Council of
**King's Lynn &
West Norfolk**



28 November 2022

Dear ,
Via Email:

Geoff Hall
Executive Director

Environment and Planning

Community Infrastructure Levy (CIL) Infrastructure Funding

Regulation 59, Community Infrastructure Regulations (2010), as amended

Offer Letter of CIL Infrastructure Funding

I am pleased to be able to inform you that Community Infrastructure Levy (CIL) funding has been awarded for the project as follows:

CIL Funding Awarded: £

To:

CIL Funding Ref No: **Total Applications**

Project Name

As submitted: https://west-norfolk-consult.objective.co.uk/portal/cil_folder/cilappsfy

A specific requirement of this funding offer is:

- Successful applicants of CIL funding will be expected to maintain communication with the Borough Council, on the progress of their project;
- Where funding has been agreed 'in principle' or where staged payments are agreed, the scheme applicant will be expected to provide information to justify funding being transferred;
- Applicants should continue to provide information until the scheme has been completed and all CIL funding has been spent;
- At a minimum, an annual report must be submitted to CIL@west-norfolk.gov.uk providing information on the progress of each scheme, funding has been allocated to.;
- A requirement to submit this information, forms part of the agreement that the successful applicant is required to sign, between themselves and the Borough Council of King's Lynn and West Norfolk; and
- If an applicant does not spend CIL money within five years of receipt or does not spend it as agreed, the Borough Council may require the applicant to repay some or all of those funds.

Please see attached a copy of the terms and conditions for the funding (Appendix 1), which you will need to accept and return to CIL@west-norfolk.gov.uk, as a requirement for the approval of funding.

Please do not commence work on the elements of the project for which funding has been granted until the terms and conditions and this offer letter have been reviewed and the signed acceptance of funding returned.

The Council's standard terms are that, should you accept this offer, **the project should commence within 12 months of the final confirmation of funding**. However, we note that from the timetabling as per your application form, you will not be able to achieve commencement of the project within this timescale. Please contact the Council using the contact details contained within this letter, to agree a realistic and achievable commencement timeframe.

For the purpose of this document, commencement is defined as when the works regarding the infrastructure construction or improvement begin at the relevant site. If you are unable to comply with such agreed timeframe, the Council may consider either a revised timetable or the possible withdrawal of the CIL offer for this project.

On completion, you are required to provide confirmation that the project has been completed to the Council's satisfaction, and where appropriate, a building control completion certificate.

Please sign and return one copy of the Acceptance of Offer Form (Appendix 2), as your agreement to the Terms and Conditions. If you do not return the attached form, the CIL funding will be withdrawn prior to the next round of funding applications and will be reallocated to another project.

If you no longer wish for CIL to be allocated to your project, please notify the CIL Officer and this offer will be withdrawn. Withdrawal of CIL allocation does not prevent you for reapplying for CIL for this or any other project.

If you have any queries, please do not hesitate to contact the CIL Team by email, CIL@west-norfolk.gov.uk.

Yours Sincerely

Amanda Driver
CIL Monitoring and Compliance Officer
Environment and Planning Services
On behalf of CIL Collecting Authority: Borough Council King's Lynn and West Norfolk

Appendices:

Appendix 1 – CIL Funding - Terms & Conditions

Appendix 2 – Acceptance of Offer Form (to be completed & returned)

Appendix 2

Acceptance of Offer Form

I/We accept the requirements of the Offer Letter, and Terms and Conditions of the Offer for CIL Funding, from the Borough Council of King's Lynn and West Norfolk in relation to project:

Ref: Total Applications

Project Name:

CIL Funding Awarded: £

Applicant Name.....Signature

By and on behalf of (name of organisation):

Date

2nd Signatory (required for registered company, partnership, charity body or other public body)

Name.....Signature.....

Date

Contact Address for Payment Notice :

Email address for remittance.....

Bank Details:

Bank Sort Code:

Account Number:

Account Name:

Please return this completed form to the CIL Team via: CIL@west-norfolk.gov.uk

CIL Project Ref No: **Total Applications**
E-mail: CIL@west-norfolk.gov.uk

Borough Council of
**King's Lynn &
West Norfolk**



28 November 2022

Dear ,
Via Email:

Environment and Planning

Community Infrastructure Levy (CIL) Infrastructure Funding

Regulation 59, Community Infrastructure Regulations (2010), as amended

Approval – CIL Infrastructure Funding Confirmation

Thank you for returning the signed agreement dated 8 September 2022.

I am pleased to confirm that the Community Infrastructure Levy (CIL) funding has been secured and allocated for the project as follows:

CIL Project Ref No: Total Applications

CIL Funding Allocated: £.00

Funding Allocated to:

Project Name:

Project Progress

Please ensure that you keep us up to date on the progress of the project.

At a minimum, an annual report must be submitted to CIL@west-norfolk.gov.uk providing information on the progress of each scheme for which the funding has been allocated to.

Commencement of Project

The project should commence no later than 1 year from the date of this approval letter.

Commencement is defined as when the works regarding the infrastructure construction or improvement begin at the relevant site.

If you are unable to comply with such agreed timeframe, the Council may consider either a revised timetable or the possible withdrawal of the CIL offer for this project.

If during the course of the project, you find it is impracticable to carry out the work in accordance with what was approved, then changes must only be made after written approval has been given by the Council. Failure to do so may result in the withdrawal or withholding of the funding or requirement to repay any sums already provided by the Council.

Completion of Project

Payment will only be made after completion of the project, to the satisfaction of the Council and after submission of the following evidence:

- confirmation that the project has been completed and where appropriate, a written statement or appropriate certificate of completion
- verifiable original invoices/receipts, as proof of purchase and/or expenditure
- photographs (with no copyright) of the completed project, for publicity purposes

Payment of Funding

We will make the funding payment, directly into the bank account, provided to us as part of the funding agreement. A payment confirmation letter will be issued notifying you that payment has been made.

Promoting CIL

As part of the funding agreement, you have agreed to publicise the support of the Council, in relation to this Project. Please let us know how you plan to promote this project and the CIL funding.

If you have any queries, please do not hesitate to contact the CIL Team by email, CIL@west-norfolk.gov.uk.

Yours Sincerely

Robyn Walkey

Assistant CIL Officer

On behalf of CIL Monitoring and Compliance Officer

Environment and Planning Services

On behalf of CIL Collecting Authority: Borough Council King's Lynn and West Norfolk