

COMMUNITY INFRASTRUCTURE LEVY (CIL) CONTRIBUTION AGREEMENT

Dated two thousand and twenty

Relating to: [INSERT NAME OF PROJECT] ("the CIL Project")

Parties to the Agreement

- (1) Warwick District Council, Milverton Hill, Leamington Spa, CV32 5HZ ("WDC")
- (2) [INSERT DETAILS] ("the Recipient") whose address is [INSERT DETAILS]

Background

- A. This Agreement is made to facilitate the provisions of CIL Regulation 59 - Application to Infrastructure and the implementation of the Infrastructure Delivery Plan
- B. CIL was formally adopted by WDC with effect from 18th December 2017 under the Planning Act 2008 and the Regulations.
- C. On the [INSERT DATE] the Executive Committee ("the Executive") of WDC approved the CIL Projects list which sets out the CIL Schemes that WDC agrees to fund for the year 2020/21.
- D. WDC has agreed to pay the CIL Contribution to the Recipient to enable the Recipient to carry out CIL Infrastructure Projects in line with the provisions of Regulation 59 of the CIL Regulations 2010 ("Regulation 59").
- E. 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

1. Definitions

- 1.1 **CIL Contribution:** means the sum of [INSERT AMOUNT] to be paid to the Recipient in accordance with this Agreement.
- 1.2 **CIL Projects List** means the list of projects that will be funded by CIL receipts from time to time pursuant to the Regulations.
- 1.3 **CIL Project:** means the [INSERT NAME OF PROJECT]. A full description of the scope of the project is contained in the CIL Projects List.
- 1.4 **CIL Payment Date(s):** means a date no more than 20 working days from the receipt by WDC of satisfactory evidence that the works on the CIL Project have been completed in accordance with those approved by WDC, unless otherwise agreed in writing between the Recipient and WDC. In the case of a CIL Project requiring multiple payments over more than one year a schedule of annual payments, including the date of these payments, will be agreed in writing between the Recipient and WDC.
- 1.5 **CIL Regulations** means: the Infrastructure Levy Regulations 2010 (as amended).
- 1.6 **The Infrastructure Delivery Plan (IDP)** means: a plan setting out (a) infrastructure requirements associated with the Warwick District Local Plan and any Development Plan Documents that align with this Plan, (b) the costs of infrastructure requirements, (c) sources of funding for infrastructure and (d) infrastructure delivery mechanisms and responsibilities.
- 1.7 **End Date:** [INSERT DATE]

2. 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.

3. Purpose and use of the CIL Contribution

- 3.1 The Recipient shall ensure that the CIL project fully meets the statutory criteria in Regulation 59 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
- 3.2 The Recipient shall not spend or commit to spend any part of the CIL Contribution after the End Date unless this is agreed in advance of the End Date in writing with WDC.
- 3.3 In consideration of the receipt of the CIL Contribution, the Recipient acknowledges that:-
 - WDC is only liable to pay the CIL Contribution (or part thereof) once WDC has received CIL income from developers. Where WDC has not received enough CIL income in any year to make the full payment of the CIL Contribution towards the CIL project for that year, payment to the Recipient (and other recipients listed in the CIL Projects List) may be made in proportion to the amount of CIL income received.
 - This agreement does not bind WDC to provide funding for the completion of the CIL project and funding for the CIL Project for future years (if relevant) will be agreed through a review of the CIL Projects List and approval by the Executive.

4. Payment of the CIL Contribution

- 4.1 WDC agrees to make payment of part of the CIL Contribution to the Recipient on the CIL Payment Dates subject to clause 3.3 above.
- 4.2 The Recipient will raise an invoice for the same amount as the Purchase Order issued by WDC to trigger the contribution to be paid.

5. Repayment of the CIL Contribution

Should any part of the CIL Contribution remain unspent or uncommitted for expenditure on the next day following the End Date, the Recipient shall ensure that any unspent monies are returned to the Council within 10 working days of the End Date together with any interest at 4% above the Bank of England base lending rate.

6. 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 pursuant to the Regulations

- show the CIL Contribution in the Recipients accounts as a restricted fund and shall not be included under general funds.

7. Monitoring and Reporting

The Recipient shall:

- 7.1 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.
- 7.2 Provide WDC with summary details of CIL expenditure during the reported year including :-
 - I. the items of infrastructure to which CIL (including land payments) has been applied,
 - II. the amount of CIL expenditure on each item,
 - III. the amount of CIL applied to repay money borrowed, including any interest, with details of the infrastructure items which that money was used to provide (wholly or in part),

8. 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.

9. 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.

10. Termination

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

11. Notices

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

- 11.1 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
- 11.2 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; Philip Clarke, Head of Development Services, Warwick District Council, Riverside House, Milverton Hill, Leamington Spa, CV32 5HZ

For Recipient; **[INSERT DETAILS]**

12. Dispute Resolution

- 12.1 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 an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by and on behalf of the President for the time being of the professional body chiefly concerned in England with such matters as may be in dispute and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.

13. Counterparts

This agreement may be executed in any number of counterparts, each of which will be an original and all of which will together constitute a single agreement.

Executed as a deed by affixing the)
common seal of **WARWICK**)
DISTRICT COUNCIL in the)
presence of a Designated Officer)

.....
Designated Officer

EXECUTED AS A DEED)
by **[INSERT NAME]**)
two councillors:)

[AMEND ACCORDING TO STATUS OF RECIPIENT]

.....
Councillor Name

.....
Councillor Signature

.....
Councillor Name

.....
Councillor Signature

in the presence of the Proper Officer:

Witness signature:

Witness name:.....

Witness occupation:.....

Witness address:.....