

ADDERLEY PARISH COUNCIL

Clerk:

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Dear Councillor:

You are hereby summoned to attend a Meeting of the Parish Council of Adderley to be held on Wednesday, 16th April, 2014 at the Village Hall, Adderley which will commence at 7:30pm in order to conduct the following business listed on the agenda below. This is a Public Meeting and the press and public are welcome to attend and are invited to address the Council between 7:30pm and 7:45pm.

Signed ..*MJoyce*..... (Clerk)

Date: 4th April 2014

AGENDA

1. Welcome & Public Session

The Parish Councillors welcome any members of the Community to bring to the meeting matters of interest or concern. Everyone is welcome to attend.

2. Present, Apologies and/or Absent

3. Declaration of Disclosable Pecuniary Interests

Declaration of any disclosable pecuniary interest in a matter to be discussed at the meeting and which is not included in the register of interests. Members are reminded that they are required to leave the room during the discussion and voting on matters in which they have a disclosable pecuniary interest, whether or not the interest is entered in the register of members interests maintained by the Monitoring Officer.

4. Dispensations of DPIs

5. Approval of Minutes of the Meeting of Adderley Parish Council held on 26th February 2014

6. Action taken/matters arising from the Minutes (not otherwise included on the agenda).

7. Unitary Councillor's Report – Report from Cllr P Wynn

8. Community Policing Report – Bulletin from Market Drayton Police Force

9. Highways/Environmental Health

- i) Opportunity to raise any issues/concerns about road conditions and/or safety;
- ii) Report matters affecting environmental health
- iii) Norton Lane

10. Street Lights/Village Maintenance and/or Repairs:

- i) Opportunity to report items requiring attention

ADDERLEY PARISH COUNCIL

11 Planning:

i) Applications:

14/01325/FUL: Keepers Cottage , Adderley, Market Drayton, TF9 3TQ

Proposal: Erection of a two storey extension, new porch and detached garage

ii) Decisions: None

iii) Neighbourhood Fund

12 Correspondence

- SALC Information Bulletins/Legal Topic Notes etc: distributed by email
- Other information received by email
- European elections notice

13 Housekeeping

- Submission to Village Crier; Broadband update

14 Finance

- Invoices & Payments
- Balances for information (Cash book & reconciliation)
- Precept advice letter
- External Auditor's Annual Return Information/Form
- Funding request: Maurice Chandler Sports Centre

Date	Recipient	Purpose	Amount	Chq No
30/03/14	M Joyce	Clerk's salary March	£190.08	SO
30/02/14	M Joyce	Clerk's salary February	£190.08	SO
10/03/14	V&W Electrics	Street lighting repairs/maintenance	£339.73	100278
26/02/14	M Joyce	Clerk's expenses Oct 2011- Feb 2014	£340.00	100279
26/02/14	M Joyce	1/5 contribution to Clerk's annual membership Society of Local Council Clerks	£50.05	100280
03/04/14		Clerk's expenses March 2014		
02/14	SALC	Training x 3 delegates	£30.00	100281

15 Magazines and leaflets

- For information and circulation: Clerks and Council's direct

16 Courses/Meetings

- SALC course schedule
- Reports from Reps on External Committees as appropriate:
LJC/NSAC & SALC/Helicopter Liaison/Parish Plan/Emergency Planning/Village Group

17 Parish matters

An opportunity for Councillors to bring matters of interest to the Council's attention

18 Items for inclusion in the next Agenda

Date of Annual Parish & Annual Parish Council Meetings: 14th May 2014

EUROPEAN PARLIAMENTARY ELECTION FOR THE WEST MIDLANDS REGION THURSDAY 22 MAY 2014

1. An election is to be held of 7 Members of the European Parliament for the West Midlands Region.
2. Nomination papers are to be delivered to the Elections Office, Council House, Victoria Square, Birmingham B1 1BB, between 10.00 am and 4.00 pm on any week day after the date of this notice (except 18 April and 21 April 2014) **but not later than 4.00pm on 24 APRIL 2014.**
3. Forms of nomination paper may be obtained at the place and times mentioned above.
4. The deposit for each registered political party or individual candidate (£5,000) can be paid when submitting papers by:
 - legal tender (notes or one pound coins); or
 - bankers draft (drawn by a UK bank and made payable to “Regional Returning Officer, Birmingham”)

and with my prior permission, by debit or credit card (Delta, Solo, Switch/Maestro, Mastercard or Visa) or the electronic transfer of funds.

5. If the election is contested the poll will take place on Thursday 22 May 2014.
6. Applications and requests about postal and proxy voting must reach the appropriate Electoral Registration Officer by the following deadlines to be effective for this election.

New applications to vote by post and requests to change or cancel an existing postal vote or proxy appointment	5 pm on 7 May 2014
New applications to vote by proxy (not postal proxy or emergency proxies)	5 pm on 14 May 2014
Applications for emergency proxy to vote at this election only	5 pm on 22 May 2014

Council House
Birmingham B1 1BB
7 April 2014

Mark Rogers
Regional Returning Officer

COMMUNITY INFRASTRUCTURE LEVY (CIL) Neighbourhood Fund: Notification of Requirements

1.0 Introduction

- 1.1 To help communities to accommodate the impact of new development, National Government has determined that a proportion of total Community Infrastructure Levy (CIL) monies should be provided directly to Town and Parish Councils as a Neighbourhood Fund.
- 1.2 This is consistent with the Shropshire Council approach of ensuring that the majority of the CIL is used to deliver local infrastructure priorities where development takes place.
- 1.3 The Neighbourhood Fund is:
 - 25% within Parishes with a Neighbourhood Plan or within a Neighbourhood Development Order;
 - 15% within Parishes without a Neighbourhood Plan (capped at a maximum of £100 per council tax dwelling).
- 1.4 *However, the Neighbourhood Fund only applies to development where the CIL Liability Notice has been issued since the 25th April 2013.*
- 1.5 Payment of the Neighbourhood Fund will be made on an annual basis in April, coinciding with precept payments, unless requested otherwise in order to facilitate delivery of a project. These funds must be spent within 5 years of receipt in accordance with the requirements specified in Section 3 of this Agreement.
- 1.6 ***Any projects funded through use of the Neighbourhood Fund must be retained for community benefit.***

2.0 Neighbourhood Fund Agreement

2.1 This Neighbourhood Fund agreement is between:

- (1): Shropshire Council of Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND (The Council); and
 (2): of (Town or Parish Council)

2.2 On behalf of the Town or Parish Council, please signify that you have read and acknowledge the terms and conditions within this Neighbourhood Fund Agreement, by ticking the relevant boxes and signing below.

2.3 Please return the signed and completed Neighbourhood Fund Agreement to 'The Council' at your earliest convenience. A copy of this letter has been included for your records.

☐ We acknowledge that we have read and understood the content of this Neighbourhood Fund Agreement.

Name:	Date:
Signed:	Position:

(Clerk signing on behalf of the Town or Parish Council)

Name:	Date:
Signed:	Position:

(Chair signing on behalf of the Town or Parish Council)

3.0 Regulatory Requirements for the use of the Neighbourhood Fund

- 3.1 Any Neighbourhood Fund monies received, must be used to support development by funding:
- (a) The provision, improvement, replacement, operation or maintenance of infrastructure; or
 - (b) Anything else concerned with addressing the demands that development place on an area.
- 3.2 If these funds are not used to support development as specified, or within five years of receipt, Shropshire Council can require the repayment of these monies.
- 3.3 If the community's infrastructure priorities are consistent with Shropshire Council infrastructure priorities for the area, to maximise efficiency and minimise project management complexity, it can be agreed that Shropshire Council retains the Neighbourhood Fund to spend on these infrastructure priorities.
- 3.4 To ensure transparency, following receipt of Neighbourhood Fund payments, Town and Parish Councils must for each following financial year (irrespective of whether any CIL is received or spent in that year), publish a list of their:
- Total Neighbourhood Fund receipts;
 - Total Neighbourhood Fund expenditure;
 - A summary of Neighbourhood Fund expenditure, including those things to which the Neighbourhood Fund has been applied, and the Neighbourhood Fund expenditure on each; and
 - The total amount of Neighbourhood Fund receipts retained at the end of the reported year.
- 3.5 To ensure consistency, a reporting template has been provided by Shropshire Council within the CIL: Project Management Guide. A copy of this report should be provided to Shropshire Council by 30th September of each year, and made available on the Town or Parish Council website and/or Shropshire Council website by no later than the 31st December of the following financial year.
- 3.6 *Please Note: This report is only required following receipt of CIL monies, however Town and Parish Councils' may wish to publish some information on their website about Neighbourhood Fund prior to this, e.g. no CIL received, in the interest of transparency.*

4.0 Shropshire Council Recommendations for the use of the Neighbourhood Fund

- 4.1 Use of the Neighbourhood Fund should be informed by discussions about infrastructure priorities with the local community, Shropshire Council and any neighbouring Town or Parish Councils. The Place Plan documents are the ideal mechanism for this process as they:
- List and prioritise community infrastructure needs;
 - Identify infrastructures links to development;
 - Identify infrastructure (local and strategic) that could be delivered cumulatively; and
 - Specify forms of infrastructure most suited for delivery through the Neighbourhood Fund.
- 4.2 Information about Neighbourhood Fund receipts and spend should be provided as and when requested by Shropshire Council.

5.0 Project Development

- 5.1 During development of a project, it is strongly recommended that a Business Plan and Technical Check Form are completed in order to summarise a project and its objectives. This form is available within the CIL: Project Management Guide. Further guidance on project development can be found within the CIL: Project Management Guide.

6.0 Project Implementation

- 6.1 Where projects are to be fully or partially funded by the Neighbourhood Fund, it is the Town or Parish Council and not Shropshire Council that is responsible for all project management.
- 6.2 Project management responsibilities can be transferred to another delivery party/project manager, but the Town or Parish Council is responsible for establishing this transfer of responsibilities. A template of an agreement that can be used when appointing an alternative delivery party has been provided within the CIL: Project Management Guide. However, ultimately the Town or Parish Council remains responsible for ensuring the appropriate use of the Neighbourhood Fund in accordance with the National CIL Regulations.

- 6.3 In order to ensure effective project management, it is suggested that Town and Parish Councils or any alternative delivery party, use the **Exacom: Project Management System** to record project data and store related documentation. Further information on this system is available within the CIL: Project Management Guide.

7.0 Communication and Publicity

- 7.1 The Town or Parish Council should produce regular updates on project identification and implementation. These updates should be provided to:
- The local community;
 - The Shropshire Council Members for the area;
 - Community Action Officers for the area; and
 - The Shropshire Council CIL Team.
- 7.2 Projects to be fully or partially funded by the Neighbourhood Fund should carry the 'My Community' logo and it should be clear that CIL has contributed to project delivery.

8.0 State Aid and Procurement

- 8.1 Where a public body provides financial support to an undertaking, it is necessary to consider whether such support constitutes state aid. It is the responsibility of the Town or Parish Council to ensure that their use of the Neighbourhood Fund is not a form of 'state aid'.
- 8.2 Further guidance on state aid is available as an appendix within the CIL: Project Management Guide or from the Department for Business, Innovation & Skills (BIS) at: www.gov.uk/state-aid
- 8.3 In order to ensure compliance with EU Regulations on procurement, the services (design of infrastructure) or work (construction of infrastructure) cannot exceed EU procurement thresholds without meeting the requirements of the Regulations and the likely requirement for a competitive tendering process to be undertaken. These thresholds are £172,514.00 for goods and services and £4,322,012.00 for works.
- 8.4 Procurement of any project to be fully or partially funded through use of the Neighbourhood Fund must occur in accordance with the Town or Parish Councils Contract Rules as specified within its Constitution. Where the Town or Parish Council does not have contract rules, these should be developed. Development of a procurement policy could be informed by the Shropshire Council Contract Rules, available to view at:
<http://shropshire.gov.uk/doing-business-with-shropshire-council/>

9.0 Financial Administration

- 9.1 Section 151 of the Local Government Act 1972 requires Parish and Community Councils to make arrangements for the proper administration of their financial affairs and the Accounts and Audit (England) Regulations 2011 require systems for effective financial control. These requirements also apply when dealing with Neighbourhood Fund payments.

10.0 Maintenance and disposal of any assets

- 10.1 It is the responsibility of the Town/Parish Council to ensure the continued maintenance and operation of projects funded by the Neighbourhood Fund. Future Neighbourhood Fund can be used for this purpose; however it is strongly recommended that these costs are considered during project development.
- 10.2 ***Any projects funded through use of the Neighbourhood Fund must be retained for community benefit.***
- 10.3 Where a project results in the formation of an asset, if this asset is subsequently sold, any monies raised should be considered Neighbourhood Fund and used in accordance with the above requirements.

11.0 Project sign off

- 11.1 The Town or Parish Council is responsible for project sign off. It is recommended that project sign off occurs within 30 days of completion. A template project sign off form is available within the CIL: Project Management Guide.

Flourishing Shropshire Communities

COMMUNITY **INFRASTRUCTURE** **LEVY**

PROJECT MANAGEMENT GUIDE

**Delivering Local Priorities through
Partnership Working**

CONTENTS

EXECUTIVE SUMMARY	3
1. INTRODUCTION	4
1.1 What Is The Community Infrastructure Levy (CIL)?	4
1.2 How Does CIL Work In Shropshire?	4
1.2.1 What Forms Of Development Are Liable To Pay CIL?	4
1.2.2 Who Pays The CIL Levy?	4
1.2.3 What Are The CIL Levy Rates?	5
1.2.4 What Is Chargeable Floorspace?	5
1.2.5 What Is Deductible Floorspace?	6
1.2.6 Where Can You Find Further Information About CIL?	6
2. How Will CIL Monies Be Used In Shropshire?	7
2.1 How Will CIL Monies Be Distributed In Shropshire?	7
2.2 Overview Of CIL Funds	7
3. WHAT IS THE CIL FUNDING CRITERIA?	9
3.1 Neighbourhood Fund Criteria	9
3.2 CIL Funding Criteria (Not Including Neighbourhood Fund)	9
4. SHROPSHIRE'S INFRASTRUCTURE REQUIREMENTS	10
4.1 How Are Shropshire's Infrastructure Requirements Identified?	10
4.2 How Is Information On Infrastructure Requirements Kept Up To Date?	11
4.4 Where Can I Find Further Information On The Annual Place Plan Review Process?	11
5. NEIGHBOURHOOD FUND	12
5.1 When Will Town And Parish Councils Receive Neighbourhood Fund Monies?	12
5.2 What Are The Regulatory Requirements For The Neighbourhood Fund?	12
5.3 Project Management Requirements	13
5.3.1 Notification Of Requirements Form	13
5.3.2 Best Practice Project Management Tools	14
5.4 Overview Of Neighbourhood Fund Process	15
6. STRATEGIC AND LOCAL CIL FUNDS	16
6.1 How Are Infrastructure Requirements Prioritised?	16
6.2 How Are Decisions Made On The Use Of CIL?	16
6.3 What If Essential Infrastructure Requirements Are Identified Through Individual Planning Applications And Are Not Included On The CIL List?	17
6.4 Governance Arrangements For Managing The Strategic And Local Funds	17
6.4.1 Strategic Infrastructure Fund	17
6.4.2 Local Infrastructure Fund	17

6.5 Project Management Procedures.....	19
STEPS 1 - 3.....	19
STEP 4.....	19
STEPS 5 - 7.....	19
STEP 8.....	19
STEP 9.....	20
STEP 10.....	20
STEP 11.....	20
6.6 Project Management Requirements.....	20
6.6.1 Technical Check Form.....	20
6.6.2 Project Agreement.....	26
6.6.3 Annual Monitoring Requirements.....	28
6.6.4 Project Sign Off.....	28
7. KNOWING WHEN CIL MONIES ARE AVAILABLE & SPENT?	29
7.1 How Much CIL Funding Will Be Available For Projects?.....	29
7.2 How Can I Find Out What CIL Monies Are Available In My Area?	29
7.3 How Can I Find Out How CIL Monies Will Be Used?	30
7.4 How Can I Find Out When CIL Monies Have Been Spent?	30
8. ROLES AND RESPONSIBILITIES	31
8.1 Additional Guidance	31
9. GLOSSARY.....	32
10. KEY CONTACTS	35
 APPENDICES	
APPENDIX 1: NEIGHBOURHOOD FUND NOTIFICATION OF REQUIREMENTS	37
APPENDIX 2: TECHNICAL CHECK FORM	40
APPENDIX 3: EXAMPLE TECHNICAL CHECK FORM	50
APPENDIX 4: CIL PROJECT AGREEMENT.....	51
APPENDIX 5: INVOICE.....	58
APPENDIX 6: STATE AID FORMS	60
APPENDIX 7: NEIGHBOURHOOD FUND ANNUAL MONITORING FORM	61
APPENDIX 8: PROJECT SPECIFIC CIL ANNUAL MONITORING FORM.....	62
APPENDIX 9: CIL PROJECT SIGN OFF FORM.....	63

EXECUTIVE SUMMARY

This document provides an overview of the Community Infrastructure Levy (CIL)

DRAFT

1. INTRODUCTION

1.1 What is the Community Infrastructure Levy (CIL)?

The Community Infrastructure Levy (CIL) is a charge on new development to help fund supporting infrastructure. The CIL levy is based on the size, type and location of new development. CIL liability is calculated using the Gross Internal Area of a development.

The money raised through CIL will be used to deliver the infrastructure that is needed to support new development in Shropshire.

S106 legal agreements, which have previously been used to deliver this supporting infrastructure, will continue to be used, but primarily to secure site-specific mitigation and affordable housing. In some instances, S106 legal agreements may also be used for larger development sites that have their own specific infrastructure needs that may be more suitably dealt with through S106 legal agreements.

Whilst the CIL will be used for many of the same items Section 106 legal agreements have traditionally funded, it is a more flexible and community responsive process, and importantly allows communities to save up for a specific item of infrastructure by 'banking' funds.

Unlike Section 106 legal agreements, CIL is non-negotiable and is payable on the commencement of development. However, payments can be made in instalments using Shropshire Council's instalment policy.

1.2 How does CIL work in Shropshire?

1.2.1 What forms of development are liable to pay CIL?

In Shropshire, the CIL applies to all Planning Applications for residential development where the Planning Application:

1. Involves the formation of one or more new dwellings (including holiday lets), either through conversion or new build, regardless of size (unless it is 'affordable housing'); or
2. Involves the establishment of new residential floorspace (including extensions and replacements) of 100sqm or above. *Note: If the additional residential floorspace is over 100sqm then all additional floorspace created is CIL liable, not just the area exceeding this threshold.*

Non-residential development, such as employment related development, is not liable for CIL, although it will make contributions to infrastructure through other means, such as Section 106 Agreements.

1.2.2 Who pays the CIL levy?

Responsibility to pay CIL runs with the ownership of the land. However, another party can take over the CIL liability, as long as they notify Shropshire Council by completing the relevant form, available on the Council website.

1.2.3 What are the CIL levy rates?

In Shropshire, 3 charging rates apply, based on our CIL charging zones and on categories of development. The below table provides an overview of Shropshire's CIL rates per square metre of development:

Overview of Shropshire's CIL

Type of development	Area	
	Shrewsbury, the market towns and other key centres ¹	Rural – the rest of Shropshire
Residential development, including holiday lets (use class C3) <i>excluding affordable housing as defined below</i>	£40/sqm ³	£80/sqm ³
Affordable housing that meets the Council's definition of affordable dwellings ²	Nil	Nil
Non-residential use: <ul style="list-style-type: none">• Employment, commercial and retail development (use classes A1-A5 and B1-B8)• Hotels, residential institutions, assembly and leisure (use classes C1, C2, D1, D2)• Agricultural development• Sui generis land uses	Nil	Nil

¹ Albrighton, Bishops Castle, Bridgnorth, Broseley, Church Stretton, Cleobury Mortimer, Craven Arms, Ellesmere, Highley, Ludlow, Market Drayton, Much Wenlock, Oswestry, Minsterley/Pontesbury, Shifnal, Shrewsbury, Wem, and Whitchurch. Maps of the CIL charging zones are available on the Shropshire Council website at:

www.shropshire.gov.uk/planningpolicy.nsf/open/F226493D990B338680257922004CC90C

² The Council's definition of "affordable housing" is contained in Appendix G of the Type and Affordability of Housing Supplementary Planning Document (March 2011). This document can be viewed on the Shropshire Council website at:

www.shropshire.gov.uk/planningpolicy.nsf/open/8E41399C53C8A888802579350047DE62

³ The CIL rates charged within Shropshire are subject to indexation (based on the national BCIS All-in Tender Price Index), to ensure that the CIL levy reflects changes to build costs.

1.2.4 What is chargeable floorspace?

The amount of chargeable floorspace is calculated using the "gross internal area" of a development. 'Gross internal area' is calculated based on the gross internal floorspace of all residential (and ancillary residential) buildings within a proposal.

The gross internal floorspace of a building is the area of a building measured to the internal face of the perimeter walls at each floor level (over each floor of the development). This includes:

- Areas occupied by internal walls and partitions;
- Columns, piers, chimney breasts, stairwells, lift-wells, other internal projections, vertical ducts, and the like;
- Atria and entrance halls;
- Circulation and service space such as corridors and stairways;
- Communal space;

- Service accommodation such as toilets, toilet lobbies, bathrooms, showers, changing rooms, cleaners' rooms, and the like;
- Voids over stairwells and lift shafts on upper floors;
- Areas with a headroom of less than 1.5m;
- Attic rooms that are useable as rooms; and
- *Buildings ancillary to the dwelling*, including garages, conservatories, sheds etc.

1.2.5 What is deductible floorspace?

In certain circumstances, buildings to be demolished or converted as part of a development may be eligible to be deducted from the chargeable area provided they:

1. Are considered a permanent (not subject to a temporary permission) and substantial building;
2. On the day planning permission first permits the chargeable development, are *situated on the relevant land* (the area indicated in the Planning Application) and in '*lawful use*';
3. Are to be demolished or part of the chargeable development upon completion; and
4. Have been *in use* for a *continuous period* of at least *six months within the period of 12 months* ending on the day planning permission first permits the chargeable development.

1.2.6 Where can you find further information about CIL?

A separate resource pack (CIL Resource Pack for Developers) has been prepared to provide further detailed information on CIL. This is available on Shropshire Council's website at: www.shropshire.gov.uk/CIL

2. How will CIL monies be used in Shropshire?

2.1 How will CIL monies be distributed in Shropshire?

In enacting CIL, Shropshire Council has adopted a community led approach, recognising the important link between new development and local infrastructure provision.

This localised approach is supported by Government who require that a 'meaningful proportion' of CIL income **must** be given to the Town or Parish Council where that development occurred. This meaningful proportion is known as a 'Neighbourhood Fund'.

In addition, Shropshire Council is targeting 90% of the residual CIL monies to local infrastructure priorities in the area where development takes place, as identified through the Place Plans. The remaining 10% of residual CIL monies will be used for strategically significant infrastructure.

Overview of how CIL monies will be distributed in Shropshire

CIL Fund	Proportion of funds	Responsible	Area for spend
Administrative fee	5%	Shropshire Council	Administrative expenses incurred during the implementation and enforcement of CIL.
Neighbourhood Fund	- 25% where there is a formal Neighbourhood Plan or Neighbourhood Development Order. - 15% where there is no formal Neighbourhood Plan (capped at £100 per council tax dwelling).	Town and Parish Councils	Provided directly to the local Town/Parish Council to fund locally identified infrastructure projects. <i>Please Note: The Neighbourhood Fund only applies to income from development where the CIL Liability Notice has been issued since the introduction of the Amendment CIL Regulations (2013) on the 25th April 2013.</i>

Of the remainder:

Strategic Infrastructure Funding	10% (of remaining amount)	Shropshire Council in conjunction with infrastructure providers	Strategic infrastructure priorities across Shropshire.
Local Infrastructure Funding	90% (of remaining amount)	Shropshire Council in conjunction with Town/Parish Councils and infrastructure providers	Local infrastructure priorities to meet the infrastructure needs in the area where development takes place, as identified within the Place Plans.

In locations where the Strategic Infrastructure Fund is not sufficient to deliver necessary strategic infrastructure, discussions will take place with the relevant Town/Parish Council about the use of the Local Infrastructure Fund to ensure delivery of a particular priority.

2.2 Overview of CIL funds

The following provides guidance on where Shropshire's CIL monies can be spent:

Administrative Fee (5%)

- Used for the implementation and enforcement of CIL.

Neighbourhood Fund (15 -25% to go direct to Town and Parish Councils)

- Neighbourhood fund monies will be passed to the Town or Parish Council for the area where the development and growth has taken place, to spend on infrastructure delivery or anything else concerned with addressing the demands that development places on an area.
- Where development crosses a Town or Parish boundary, each Council will receive a proportionate amount of the Neighbourhood Fund payment based on the proportion of the gross internal floorspace of the development located within their area. For

example, if the development crosses two Parish Council areas with fifty per cent in one Parish and fifty per cent in the other, each of these Parish Councils receives fifty per cent of the fifteen per cent up to the level of the annual limit for their area.

- Communities without a Parish Council still benefit from CIL but in such cases Shropshire Council will engage with the community where development has taken place and agree with them how best to use the monies.

Strategic Infrastructure Fund (10% of remaining CIL monies)

- The Strategic CIL monies must be spent on infrastructure that is essential to the delivery of Shropshire's overall development strategy. Monies may therefore be used for strategic infrastructure anywhere across Shropshire or indeed outside the authority's boundaries, as long as it addresses Shropshire's strategic infrastructure needs.

Local Infrastructure Fund (90% of remaining CIL monies generated within an area)

- In the first instance, local CIL monies must be spent in the area (i.e. market town, key centre, hub or cluster) where the development has taken place.
- However, CIL local monies can be used to meet a particular need in the wider locality depending on the infrastructure priorities that are identified.

In summary:

CIL FUND	SPEND AREA
Neighbourhood Fund	Town/Parish Council area where development takes place
Strategic CIL	Shropshire wide
Local CIL	Area where development takes place

3. WHAT IS THE CIL FUNDING CRITERIA?

The use of CIL is governed by national legislation (set out in the Planning Act (2008) as amended by the Localism Act (2011)) and the CIL Regulations (2012). The below sets out the criteria projects need to meet, in order to comply with this legislation.

3.1 *Neighbourhood Fund criteria*

The Neighbourhood Fund must be used for:

- The provision, improvement, replacement, operation or maintenance of infrastructure; or
- Anything else which is concerned with addressing the demands that development places on an area. This relates to the demands of development generally, rather than a specific development. For example, the Neighbourhood Fund pot can be used to fund affordable housing where it would support the development of the area by addressing the demands development places on the area.
- Where money is not used to support development of the area within five years of receipt, or is used for other purposes, the CIL regulations give charging authorities the power to recover those funds. This is to ensure that money is spent to benefit the local community.

3.2 *CIL funding criteria (not including Neighbourhood Fund)*

The CIL funds (not including the Neighbourhood Fund) must be used for:

- Funding infrastructure to support the development of Shropshire.
- Funding the provision, replacement, operation or maintenance of infrastructure, which includes a) roads and other transport facilities b) flood defences c) schools and other educational facilities d) medical facilities e) sporting and recreational facilities, and f) open spaces. The term 'includes' means that this definition is not an exhaustive list but provides an indication of what constitutes 'infrastructure'.
- Funding for the capital costs of infrastructure provision and the ongoing revenue costs associated with that capital provision.
- Funding items related to project delivery, including fees associated with the capital project such as planning fees, architects fees or project management fees related to project delivery.
- Funding infrastructure projects outside of Shropshire Council's boundaries provided it can be justified as benefitting Shropshire's residents. As such, funds can be passed on to others, as long as they are used to provide infrastructure and can be pooled between Authorities to fund strategic projects.

The CIL monies must not be used for:

- Providing affordable housing as planning obligations already provide an appropriate mechanism to deliver affordable housing.
- Remedying pre-existing deficiencies in infrastructure provision, unless those deficiencies will be made more severe by new development.
- Funding revenue costs where there is no capital infrastructure provision.
- Covering the costs of administration, including feasibility studies, staff time associated with general administration of CIL monies and the monitoring and reporting of CIL projects.

4. SHROPSHIRE'S INFRASTRUCTURE REQUIREMENTS

4.1 *How are Shropshire's infrastructure requirements identified?*

In Shropshire, 18 Place Plans have been produced which identify the infrastructure required within each community, including the infrastructure needed to meet the level of growth planned for Shropshire through the development strategy.

The 18 Place Plans are based around the 18 main market towns/key centres of Shrewsbury, Oswestry, Whitchurch, Wem, Ellesmere, Market Drayton, Minsterley/Pontesbury, Ludlow, Bishops Castle, Church Stretton, Cleobury Mortimer, Craven Arms, Bridgnorth, Albrighton, Broseley, Highley, Much Wenlock and Shifnal) and their wider hinterland which comprises any Community Hubs and Clusters and parishes within the surrounding countryside. These areas are shown on the map below:



4.2 How is information on infrastructure requirements kept up to date?

The Place Plans have been developed using information on each community's infrastructure requirements, as expressed in Community Led/Town/Parish Plans, through Community Toolkit events and consultation responses. They also contain information on infrastructure requirements as identified by local infrastructure and service providers such as the Police, Utility Companies, Highways and Education Authority.

The Place Plans are 'live' documents that are kept up-to-date through an annual review. This involves an annual discussion with local infrastructure providers and Town and Parish Councils and Shropshire Council Members, to identify additional local infrastructure needs and changing priorities.

This process of annual review has been formalised through the adoption of a Code of Practice, which is set out in two parts:

- **Part 1- Developer Contributions Code of Practice-** sets out the annual process for discussion with Town and Parish Councils and Shropshire Council Members.
- **Part 2- Infrastructure Provision Code of Practice-** sets out the annual process for discussion with infrastructure providers.

The annual review cycle commences each September and finishes each January.

4.3 How are the Place Plans used?

The Place Plans form a basis for long term partnership working across Shropshire providing a detailed evidence of local investment needs and building consensus around local priorities. As such, they offer many opportunities including:

- Identifying where to seek future developer contributions (including CIL, S106 and on site design)
- Providing a focus for Shropshire Council to target service delivery at locally identified priorities.
- Identifying opportunities for seeking economies of scale, including local service providers pooling resources, skills, and time.
- Identifying opportunities to bid for external funding
- Establishing ongoing processes of collaborative working through relationship building and establishing a shared vision for Shropshire's settlements, what needs to be done and how it will be achieved.
- Providing transparency to local communities on the level of investment that is being directed to their area.
- Providing an area based resource of local information and evidence, designed to help inform and shape future decisions by all concerned with addressing important local issues.

4.4 Where can I find further information on the Annual Place Plan Review Process?

A separate resource pack has been prepared to provide further detailed guidance on the Place Plan review process and the Code of Practice. This resource pack (Place Plans-Delivering Local Priorities through Partnership Working) is available on the Shropshire Council website at:

<http://shropshire.gov.uk/planningpolicy.nsf/open/4F5D054030CE1CE680257922004CC91C>

5. NEIGHBOURHOOD FUND

5.1 *When will Town and Parish Councils receive Neighbourhood Fund monies?*

The Amendment CIL Regulations (2013) clarify the proportion of CIL monies to be transferred directly to Town and Parish Councils as a Neighbourhood Fund. This is 25% where there is a formal Neighbourhood Plan or Neighbourhood Development Order and 15% where there is no formal Neighbourhood Plan (capped at £100 per council tax dwelling).

However, the Amendment CIL Regulations (2013) state that the Neighbourhood Fund will only be applied to CIL liable developments where the CIL Liability Notice (usually issued shortly after the planning application is approved) has been issued on or after the 25th April 2013 (i.e. following the introduction of the Amendment CIL Regulations (2013)).

To maximise efficiencies in terms of processing and receiving these payments, Shropshire Council is proposing to make Neighbourhood Fund payments to relevant Town and Parish Councils on an annual basis, at the same time as precept payments are made. This means that Town and Parish Councils will receive any Neighbourhood Fund payments for their area annually each April.

5.2 *What are the regulatory requirements for the Neighbourhood Fund?*

Under the Regulations, the Neighbourhood Fund is the responsibility of Town and Parish Councils. However, Town and Parish Councils are expected to work closely with the local community, Shropshire Council and any neighbouring Town or Parish Councils to agree infrastructure priorities. The Place Plans represent an ideal mechanism for these discussions as they:

- List and prioritise community infrastructure needs;
- Identify infrastructures requirements linked to new development;
- Specify forms of infrastructure most suited for delivery through the Neighbourhood Fund.

Ultimately the individual Town or Parish Council is responsible for identifying how they intend to use the Neighbourhood Fund and ensuring that these uses comply with the CIL Regulations.

Before receiving monies, Town and Parish Councils can notify Shropshire Council in writing if they do not want to receive all or part of any Neighbourhood Funds. In such an instance, Shropshire Council will reallocate the monies between the strategic (10%) and local (90%) CIL funding pots to ensure that the benefits are delivered locally.

Town and Parish Councils can also agree with Shropshire Council that the Neighbourhood Fund should remain with the Council for use on a particular infrastructure item, where there is agreement on the use of the funds. This prevents money being passed between bodies when it is not necessary because the priorities for delivery are aligned.

Given the limited availability of funding, Town and Parish Councils may also choose to combine their Neighbourhood Fund monies with the wider CIL pot in order to deliver a particular infrastructure priority. This may be particularly beneficial where one particular infrastructure requirement has been prioritised through the annual Place Plan discussion and requires the targeted use of a number of funding streams in order to ensure delivery. In such cases, the Neighbourhood Fund will be recorded as match-funding.

Not all parts of Shropshire are represented by a Town or Parish Council and in such instances, the CIL Regulations require Shropshire Council to manage the use of the Neighbourhood Fund, including engaging with the local community to determine how the monies should be spent.

Where money is not used to support development of the area within five years of receipt, or is used for other purposes, the CIL regulations allow Shropshire Council the opportunity to recover the funds. This is to ensure that money is spent to benefit the local community.

To ensure transparency, Town and Parish Councils must publish an annual report setting out use of the Neighbourhood Fund. This must include information on the amount of Neighbourhood Fund received, total expenditure, a summary of how the monies have been used and the amount of funds retained at the end of the reported year. This should be published on the relevant Town/Parish Council website and submitted to Shropshire Council by the end of September to cover the previous financial year.

To assist, a template **Neighbourhood Fund: Annual Monitoring Form** is included in Appendix 7.

5.3 Project Management Requirements

This is nationally a new process and it is recognised that Town and Parish Council's may not be aware of their responsibilities regarding the use of the Neighbourhood Fund, as set out in the CIL Regulations. To assist, Shropshire Council has provided guidance in the form of this Resource Pack which includes best practice tools for effective project management. Town and Parish Councils are required to sign the 'Notification of Requirements Form' (see Appendix 1) at the point Neighbourhood Funds are released to them, to confirm receipt of this Resource Pack and to ensure widespread understanding of the following:

5.3.1 Notification of Requirements Form

Introduction

- Provides an explanation of what the Neighbourhood Fund is, how it is calculated and when payments will be made.

Understanding of Regulatory Requirements

- The Parish Chair and Clerk must sign to confirm that they have received a copy of this guidance document and read and understood the regulatory requirements for the use of the Neighbourhood Fund.

Summary of Regulatory Requirements

- Provides information on how the Neighbourhood Fund can be spent. Explains the consequences of failing to spend the money in accordance with the spending criteria or within five years of receipt. Outlines the reporting requirements placed on the Town or Parish Council.

Recommendations for the effective use of the Neighbourhood Fund

- Suggests that the Town or Parish Council uses the Place Plan process to identify infrastructure priorities as a means of meeting the requirement to consult the local community, adjacent Town and Parish Councils and Shropshire Council on infrastructure priorities.

Project Development

- Provides suggestions on how to undertake the development of a project to be implemented with the use of the Neighbourhood Fund.

Project Implementation

- Explains the Town or Parish Councils project management responsibilities.
- Highlights the importance of maintaining appropriate records on the infrastructure projects progress, recommends doing so within the Exacom CIL management system.

Communication and Publicity

- Outlines the Town or Parish Councils communication responsibilities. Specifically that they should provide regular updates on project implementation to the local community; Shropshire Council Members for the area; and relevant Shropshire Council officers.

State Aid and Procurement

- Identifies the state aid and procurement processes that must be complied with when developing, implementing and operating infrastructure projects delivered using the Neighbourhood Fund.

Financial Administration

- Explains that CIL funding must be managed in accordance with Section 151 of the Local Government Act 1972.

Maintenance and disposal of assets

- Identifies the owner of the infrastructure upon completion of the project.
- Explains that the owner is responsible for the continued and ongoing operation and maintenance of the infrastructure project.
- Outlines the implications of any future sale of assets resulting from the infrastructure project – must be used on infrastructure delivery and is subject to the same requirements as CIL income.

Project sign off

- Identifies the project sign off responsibilities that must be undertaken by the Town or Parish Council.

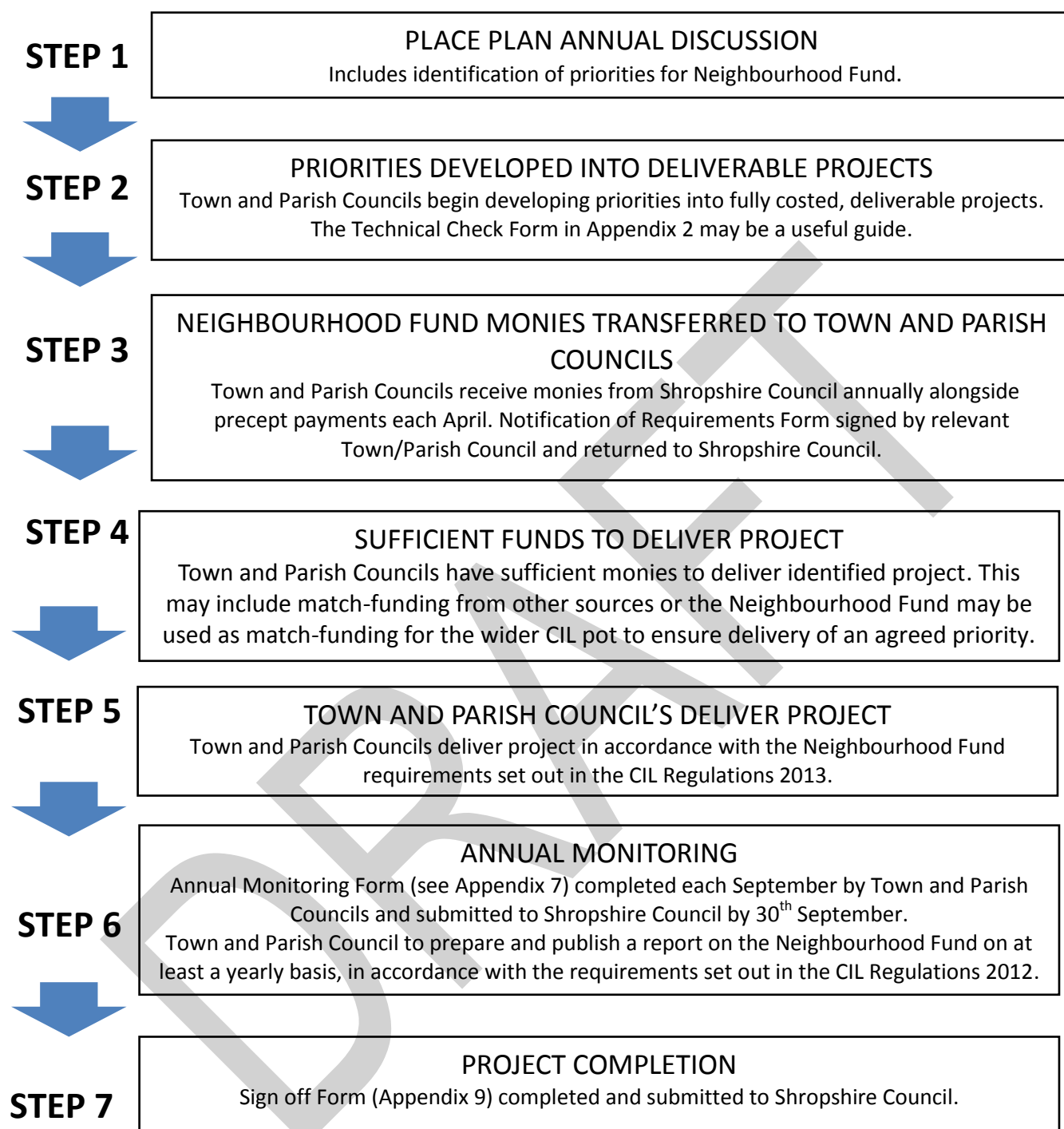
5.3.2 Best Practice Project Management Tools

In managing the Neighbourhood Fund, Town and Parish Councils may find it helpful to use the project management processes and procedures set out in this Resource Pack as a guide. The following project management tools will be used for the Strategic and Local CIL funds but may equally be used to assist in the effective management of the Neighbourhood Fund:

- **Technical Check Form** (Appendix 2) – Used to develop identified priorities into deliverable projects. When an appropriate project is identified, the Town or Parish Council is responsible for developing the project to a point where it can be implemented. It is strongly recommended that the **Technical Check Form** provided in Appendix 2 is used to provide a structure for the development of each infrastructure project.
- **Project Agreement** (Appendix 4) - Used as a contract for transferring funds to a Delivery Partner. Town and Parish Councils can use this as a template for any agreements to transfer CIL funds to third parties for project delivery.
- **Annual Monitoring Form – Project Specific** (Appendix 8) - To report progress on an infrastructure project. Town and Parish Councils can use this as a template for any reporting required from third parties involved in project delivery. This will assist the Town and Parish Councils in producing their **Neighbourhood Fund: Annual Monitoring Form**.
- **Project Sign-off Form** (Appendix 9) – Required to confirm completion of a CIL project. To notify Shropshire Council of project completion. Town and Parish Councils may use this form for a similar purpose, which will again assist in producing required **Neighbourhood Fund: Annual Monitoring Form**.

5.4 Overview of Neighbourhood Fund Process

The below diagram provides a step by step guide to the Neighbourhood Fund:



6. STRATEGIC AND LOCAL CIL FUNDS

6.1 *How are infrastructure requirements prioritised?*

The Place Plans guide how the strategic and local CIL monies are used within Shropshire. As part of the annual review cycle, Town and Parish Councils (in agreement with their Shropshire Council Members) and infrastructure providers are asked to prioritise which of the infrastructure requirements identified within the Place Plans should form the focus of CIL monies in the year ahead.

In identifying priorities for CIL, Town and Parish Councils and infrastructure providers must give consideration to the policy guidance for prioritisation, set out in Core Strategy Policy CS9 (see below) and the criteria for CIL funding (see section 3).

Within the Place Plans, each infrastructure requirement is prioritised as either 'critical', 'priority' or 'key'.

Core Strategy Policy CS9 (Infrastructure Contributions) sets out the following definitions:

- 1. Critical Infrastructure:** the essentials without which development cannot take place, such as utilities, water management and safe access.
- 2. Priority Infrastructure:** that which has been identified by the community as a particular priority at that point in time.
- 3. Key Infrastructure:** all other infrastructure not included in the previous two categories.

Some of the infrastructure requirements will be addressed through investment by other partners, such as utility companies. However, Policy CS9 provides a guide for the use of developer contributions, including CIL. It states that 'critical infrastructure' will be the first call for developer contributions, followed by 'priority infrastructure' and finally 'key infrastructure'.

6.2 *How are decisions made on the use of CIL?*

The annual Place Plan review provides evidence and builds consensus on the local infrastructure priorities which should form the focus for CIL. As the accountable body for CIL, Shropshire Council will use this evidence, gathered annually, to produce a CIL Regulation 123 List (CIL List).

The publication of a CIL list is a regulatory requirement placed on the Council as part of the CIL Regulations. It specifies what CIL receipts will be spent on and as a result restricts the use of alternative developer contributions (e.g. S106 legal agreements) for these identified items.

It is clear that current resource constraints and the limited funds available through CIL will mean that difficult decisions will need to be made about which items are included within the CIL list. In putting together the CIL list, Shropshire Council will give careful consideration to the policy requirements set out above (Policy CS9) and seek to maximise delivery by achieving an appropriate balance between all developer contributions including S106 agreements and on site design, in addition to taking account of other sources of funding and delivery mechanisms.

The CIL list signed off by Shropshire Council's Cabinet each April.

6.3 What if essential infrastructure requirements are identified through individual planning applications and are not included on the CIL List?

Whilst the CIL list is aimed at providing clarity on the use of CIL monies in the year ahead, it is important that Shropshire Council can react to the identification of essential infrastructure requirements as they emerge through individual planning applications, to ensure that development is sustainable and does not result in unacceptable infrastructure impacts on local communities in terms of pressure on facilities and services.

This is likely to occur on major developments (50 dwellings or more) where the scheme generates specific infrastructure requirements which, whilst not identified on the annual CIL list, are agreed as part of determining a planning application through Planning Committee. In such instances, the relevant Town or Parish Council will be contacted to ensure that there is local understanding of the need to direct CIL monies to development specific requirements in advance of addressing the priorities identified on the annual CIL list.

6.4 Governance Arrangements for managing the Strategic and Local Funds

The CIL Regulations make Shropshire Council, as the Charging Authority, responsible for applying CIL to infrastructure to support the development of its area. As such, Shropshire Council is responsible for managing CIL finances, including accounting and auditing their use. However, it is envisaged that the monies will be used by a wide variety of partners to deliver agreed infrastructure priorities. Governance arrangements for the use of CIL are therefore important to ensure there is consensus on the use of CIL and that the monies are used in accordance with the CIL Regulations.

6.4.1 Strategic Infrastructure Fund

CIL monies allocated to the Strategic Infrastructure Fund will be managed by the Strategic Infrastructure Forum. This Forum is chaired by Shropshire Council but comprises representatives of those responsible for strategic infrastructure delivery.

Together, the Forum will agree and prioritise the strategic infrastructure requirements for Shropshire and identify funding and joint working opportunities to assist in delivery, including managing the use of the Strategic Infrastructure Fund.

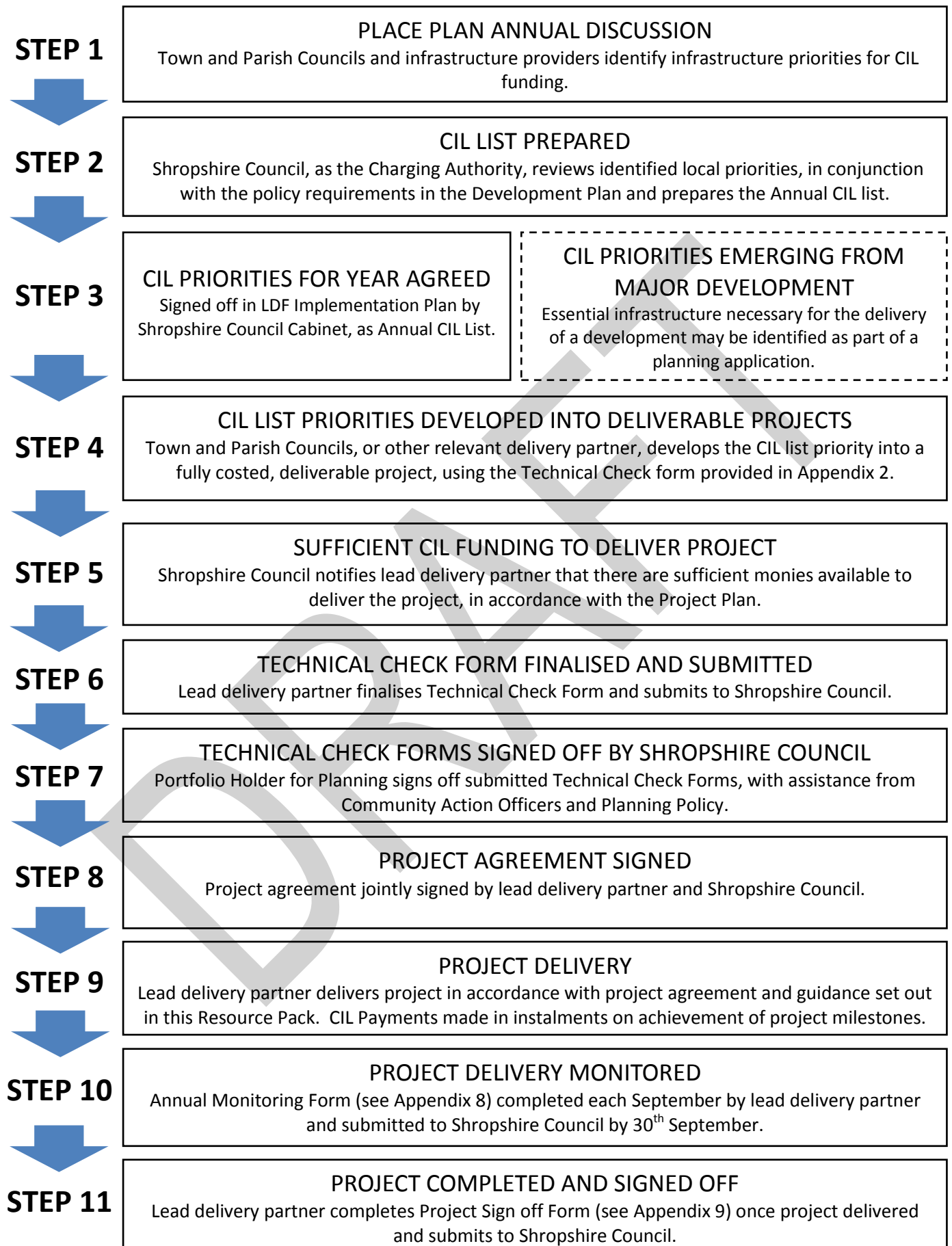
The agreed priorities for the Strategic Infrastructure Fund will be included on the annual CIL list and signed off by Shropshire's Council's Cabinet each April. Lead delivery partners for the identified project will be responsible for adhering to the project management requirements set out below (paragraph 6.5).

6.4.2 Local Infrastructure Fund

Whilst Shropshire Council is accountable for the use of the Local Infrastructure Fund, the identification of priorities and delivery of projects will be undertaken in close partnership with others, including close engagement with local communities via Town and Parish Councils.

The following diagram provides a step by step guide to the governance arrangements for the Local Infrastructure Fund:

Overview of Local Fund Process



6.5 *Project Management Procedures*

This section details the project management procedures which must be followed for CIL projects (Strategic and Local), to ensure compliance with the CIL Regulations.

STEPS 1 - 3

Infrastructure projects to be funded through the use of CIL will ordinarily be identified through the Place Plan and CIL List. However, in exceptional circumstances, normally major developments of over 50 houses or more, the delivery of infrastructure may be identified through individual planning applications and deemed essential in order to allow delivery of the proposed development. This infrastructure may be identified as a priority for CIL spend in advance of those priorities identified on the annual CIL list. In such instances, the relevant Town or Parish Council will be contacted to ensure that there is local understanding of the need to direct CIL monies to development specific requirements in advance of addressing the priorities identified on the annual CIL list.

STEP 4

Following the identification of infrastructure priorities for CIL, an appropriate delivery partner will be identified and tasked with developing the requirement into a deliverable project. The lead delivery partner will vary according to the nature of the identified project.

In order to provide a framework for developing the infrastructure project and ensuring effective project management, the Technical Check Form in Appendix 2 specifies the key considerations. This should be used by the lead delivery partner to develop the project. During the development of the infrastructure project, the delivery partner will also be required to produce a supporting Project Plan and may be required to prepare a more detailed Business Plan in cases where the infrastructure has ongoing operational requirements.

STEPS 5 - 7

Once sufficient CIL funding is available for the delivery of the infrastructure project, Shropshire Council will request the delivery partner to formally submit the completed Technical Check Form and accompanying Project/Business Plan. These documents will be reviewed to ensure the infrastructure project is fully costed and deliverable. In the case of the Strategic Infrastructure Fund, the chair of the Strategic Infrastructure Forum will sign off Technical Check Forms. For the Local Infrastructure Fund, the sign off will be through the Portfolio Holder for Planning, Housing and Commissioning (Central). Once Technical Check Forms have been signed off, CIL monies will be committed to the agreed project.

STEP 8

A Project Agreement will then be prepared, indicating when provision of CIL funding will occur. The first instalment will be prior to commencement of the infrastructure project, with subsequent instalments linked to achievement of key project milestones as set out in the Technical Check Form. As such, the signed Technical Check Form will form the first part of the Project Agreement. The remaining parts of the Project Agreement set out the terms and conditions that the delivery partner must adhere to during the implementation of the project.

The project agreement will be jointly signed by the lead delivery partner and Shropshire Council. Once signed, the initial CIL funding will be provided and the project can commence.

STEP 9

The delivery partner is responsible for the implementation (including project management) of the infrastructure project in accordance with the guidance within this Resource Pack and the detailed requirements of the Project Agreement.

STEP 10

During the implementation of the project, the delivery partner is responsible for providing appropriate information on the progress of the infrastructure project to Shropshire Council, including completion of a Project Specific: Annual Monitoring Form. Further details of reporting requirements are provided within the Project Agreement and in paragraph 6.5.5, below.

STEP 11

Upon completion of the infrastructure project, the delivery partner is required to undertake the formal sign off process, using the Project Sign off Form in Appendix 9.

6.6 Project Management Requirements

6.6.1 Technical Check Form

The Technical Check Form, provided within Appendix 2 of this document, is used to develop an infrastructure requirement into a deliverable project and must be supported by an up to date Project Plan and in some instances a Business Plan.

A Technical Check Form and an *Example completed* Technical Check Form have been provided as in Appendix 3 of this document.

The sections with the Technical Check Form represent an effective guide to the information required within the Project/Business Plan.

Below is a step by step guide of the information required for each section of the Technical Check Form:

Section 1: Project Summary

Section 1 requires the delivery partner to provide general information on the project. This includes:

- The infrastructure projects name and reference (which will be provided by Shropshire Council).
- The location of the project.

Section 2: Delivery Partner Details

Section 2 requires the lead delivery partner to provide their contact information which will be used for project management and retained by Shropshire Council for audit purposes. This includes:

- The name of the lead delivery partner.
- Their status (what type of organisation are they).and why they are appropriately placed for the delivery of the infrastructure project.
- Identification of their project manager for this infrastructure project (who is the lead contact).
- Contact details

Section 3: Project Details

Section 3 of the Technical Check Form requires the delivery partner to provide the specifications for the infrastructure project. This includes:

- A description of the infrastructure project.
- Confirmation that a detailed Project and if necessary Business Plan has been developed for the infrastructure project (this should be submitted alongside the Technical Check Form).
 - A Project Plan outlines how an infrastructure project will be implemented and is required for all infrastructure projects to be fully or partially funded by CIL.
 - A Business Plan sets out the business case for the project, provides an overview of how it will be implemented and sets out the method and any associated resourcing for continued operation of the infrastructure. A Business Plan is required for all infrastructure projects to be fully or partially funded by CIL that create an asset with ongoing operational requirements.

Section 4: Project Costs

Section 4 of the Technical Check Form requires the delivery partner to provide a breakdown of the project costs (and identification of any VAT payable). This includes any:

- Costs associated with purchase of land.
- Costs associated with construction and other works – including purchasing equipment to perform these works.
- Fees that will be incurred during the implementation of the project such as architects fees, planning permission or any permits
- Costs associated with the purchase/operation and maintenance of vehicles and machinery required for the implementation of the infrastructure project.
- Costs associated with the finishing of a project, including purchasing any equipment necessary to operate the completed infrastructure.
- Costs for technical reports that are required in order to implement the project – if the costs have already been incurred these should not be documented here; however they should be outlined within the Project/Business Plan.
- Any contingency funds required – where there are known potential risks. It should not be expected that CIL funds are used to cover any contingency costs.
- Any other costs

Following identification of the various costs, there is a need to provide:

- A calculation of the total anticipated costs of the project.
- Identification of any initial revenue costs required for the initial set-up and operation of infrastructure. Where the revenue expenditure is linked to the capital delivery of a project, CIL funds may be considered but should not be used for covering the costs of administering CIL.
- Identification of any ongoing revenue costs associated with the ongoing maintenance and operation of infrastructure following completion of a project. These costs are unlikely to be funded through use of CIL.
- Identification of whether the delivery partner is VAT registered or not (if they are a VAT number should be provided).

Section 5: Project Funding

Section 5 of the Technical Check Form requires the delivery partner to identify available and potential funding for the project. The Section is divided into three sub-sections.

Section 5a requires consideration and identification of monetary contributions. Initially, there is a need to identify:

- **The amount of CIL funding required/applied for to deliver the project. It would be expected that in most circumstances CIL is used to match-fund the project (this is where CIL monies are used to top-up or equal existing funding secured for a project), rather than act as the only funding mechanism.**

The Delivery Partner should then identify other funding sources contributing to the delivery of the project. For each funding source, it must be clearly indicated if funds are secured or applied for. Where funds have only been applied for, an indication of timescales for determining this application must be included. Funding sources to consider should include:

- Any funding available from relevant Town or Parish Councils. This may include the Neighbourhood Fund element of CIL, where the relevant Town or Parish Councils believe this is an effective use of this money and/ or precepts.
- Any funding available from local and/or other businesses.
- Any funding to be provided by the delivery partner itself.
- Any funding available from grants.
- Any funding that has been/could be generated from fund raising.
- Any loans/borrowing that has been/could be secured for the implementation of the project.
- Any other funding sources that have been secured or applied for.

A summary of the total financial funding available for the infrastructure project must be provided. This must include a clear indication of the funding that is secured and the funding that has been applied for/could potentially be secured.

Section 5b requires consideration of any in kind contributions that have been secured or targeted for the project. For each in kind contribution it must be specified if the contribution is secured or targeted and whether the value of the 'in kind' contribution has been incorporated in the project costs. In kind contributions may include:

- Land;
- Infrastructure;
- Professional expertise and/or labour;
- Materials both for the implementation and operation of the infrastructure;
- Machinery/vehicles;
- Land and/or infrastructure provided as payment in kind in lieu of a CIL payment; and
- Any other 'in kind' contribution from the delivery partner (or any other body) that will contribute to the delivery of the infrastructure project, where it will reduce costs. Where this is the case.

Section 5c requires a summary of the total funding available for this infrastructure project, including the value of any 'in kind' contributions. This should contain a clear indication of the funding that is secured and the funding that has been applied for/could potentially be secured.

Section 6: Project Implementation

Section 6 of the Technical Check Form requires the delivery partner to identify the scope and process for implementing the project – linked to key stages or milestones. The Section is divided into seven sub-sections.

Section 6a requires the Delivery Partner to provide a summary of the project implementation process. This includes setting out what will be achieved and who is going to do it.

Section 6b requires the identification of key milestones within the project – a key milestone is a significant stage or event in the delivery of the infrastructure project. For each milestone there is a need to identify:

- The estimated start date.
- The estimated end date.
- The anticipated total funding required to achieve the milestone (this should not include funding required to achieve previous milestones but only to move from the delivery of one milestone to another).
- The requested CIL funding required to achieve the milestone (this should not include funding required to achieve previous milestones but only to move from the delivery of the previous milestone to the delivery of this milestone).
- A timeline for the work, indicating anticipated start and completion dates should also be provided to support the identification of the key milestones. A template of two potential timeline structures has been provided, one for a short-term project the other for a longer-term project. However If a Project Timeline/Gantt Chart has already been developed within the Project/Business Plan for the project and is of a similar format, this can be provided as an alternative to completing the template within the Technical Check Form.

Section 6c requires identification of the legal controls required for the project and whether these are achievable. Specifically there is a need to identify:

- Ownership details of any land or assets to be affected by the infrastructure project and an indication of whether they have approved the use of their land and/or assets for the delivery and long term use/operation of the infrastructure project. Evidence that each legal or legislative control has or can be secured should also be provided.
- Ownership details of any land or assets resulting from the completion of the infrastructure project.
- Specification of who is responsible for the ongoing maintenance and if necessary operation of the land or assets resulting from the completion of the infrastructure project.
- Whether the owner of the land or assets to be affected by the infrastructure project is willing to accept a covenant on the relevant deeds. A covenant is a commitment to allow or restrict specific actions or uses of the land or asset. This covenant would run with the ownership of the land and is aimed at ensuring any benefits delivered through the project remain with the local community.
- All necessary legal and legislative controls required in order to successfully deliver the project. This may include such things as permissions to use/access land, perform works, purchase or dispose of materials, or obtain relevant licenses.
- **This section must be supported by provision of detailed information on all legal controls required for the project and an indication of whether these have/could be secured.**

Section 6d required identification of all necessary permissions required in order to successfully deliver the project. This may include such things as:

- Planning permission for the development – including listed building, conservation area consent, tree preservation orders etc.
- Building Control approval.
- Any statutory consents e.g. permits required to undertake works.
- Any other necessary permissions.
- **This section must be supported by provision of detailed information on all permissions required for the project and an indication of whether these have/could be secured.**

Section 6e relates to the procurement of any works required to implement the infrastructure project. It requires the Delivery Partner to:

- Confirm that the Shropshire Council Contract Rules, specified in its Constitution will be complied with when undertaking procurement for the infrastructure project. The Shropshire Council Contract Rules are available to view at: <http://shropshire.gov.uk/doing-business-with-shropshire-council/>
- Only in exceptional circumstances may an alternative procurement route outside of the Shropshire Council Contract Rules be applied and this must be agreed in writing with Shropshire Council prior to the commencement of a project. A copy of the proposed procurement route must also be submitted to Shropshire Council.

Section 6f relates to risk management. It requires:

- The Delivery Partner to confirm that they have undertaken an assessment of the risks and identified necessary risk management procedures associated with the implementation and operation of the infrastructure project. A template risk log has been provided as an Appendix to the Technical Check Form.
- The template risk log requires:
 - An assessment of the potential risks that could arise before, during and following implementation of the infrastructure project.
 - A summary of the likely effects of each potential risk.
 - A summary of indicators to identify whether the risk will or has occurred.
 - An indication of the level of impact (high, medium or low).should the risk occur
 - An indication of the level or probability that the risk will occur (high, medium or low).
 - Specification of mitigation measures that can be implemented in order to minimise the risk.
 - Specification of contingency measures that can be implemented if the risk does occur.

Section 6g requires confirmation that a detailed cost and budget forecast for the implementation and operation of the infrastructure project is provided. A template for the provision of this information has been provided as an Appendix to the Technical Check Form.

Section 7: Confirmation

Section 7 of the Technical Check Form requires two authorised signatories on behalf of the delivery partner to provide confirmation that the information provided is correct, to the best of their knowledge. Providing false or misleading information could affect the deliverability of the infrastructure project.

Please Note: All future correspondence and documentation that requires a signature should be completed by one or both of these individuals.

Section 8: Data Protection

Section 8 of the Technical Check Form requires the delivery partner to acknowledge the data protection protocol that Shropshire Council is applying to the project and the data supplied within Technical Check Form.

Section 9: Checklist

The Technical Check Form also provides a checklist to assist the delivery partner in ensuring that all appropriate information has been provided.

Project Plan

A Project Plan is a formal document used to specify the scope of the infrastructure project and the intended process of implementation. A Project Plan is required for all infrastructure projects to be fully or partially funded by CIL. It should include:

- A summary of the project – what is the scope of the project (what will and will not be delivered).
- Identification of the objectives of the project.
- Explanation of project implementation, including:
 - Identification of key stages or milestones.
 - Identification of resources required for achievement of each milestone.
 - Timescales for the achievement of each milestone.
 - A step by step guide of the implementation process for the infrastructure project.

Business Plan

A Business Plan provides a business case, overview of the implementation process and explanation of the intended method of operation for the infrastructure project. A Business Plan is required for all infrastructure projects to be fully or partially funded by CIL that create an asset with ongoing operational requirements. It should include:

- A summary of the project – what is the scope of the project (what will and will not be delivered).
- Identification of the objectives of the project.
- A business case for the infrastructure project, including:
 - Assessment of the cost of the infrastructure project.
 - Identification of funding available for the infrastructure project.
 - Identification of benefits of the project and a summary of why these are desirable.
 - Justification for how the infrastructure project will achieve these benefits.
 - A Cost – Benefit Analysis that justifies the cost of delivering the infrastructure project, given the intended benefits.
- Explanation of project implementation, including:
 - Identification of key stages or milestones.
 - Identification of resources required for achievement of each milestone.
 - Timescales for the achievement of each milestone.
 - A step by step guide of the implementation process for the infrastructure project.
- **A step by step guide of the operation of the infrastructure project, identification of any associated revenue costs/generation and an explanation of how these will be met.**

6.6.2 Project Agreement

The Project Agreement is the contract between Shropshire Council and the delivery partner for the delivery and, where appropriate, future operation of the infrastructure project.

The Project Agreement template is provided in Appendix 4. In summary, the Agreement addresses the following items:

Infrastructure Project Details

- Delivery partner details.
- Infrastructure project description.
- Provision of Project Reference 9(provided by Shropshire Council)
- Identification of the amount of CIL allocated to the infrastructure project and the total funding available for the project.
- Date that the allocation of CIL funding for the infrastructure project was agreed.
- Anticipated date of project completion.

Project Agreement

- Specifies the nature and extent of the agreement – which is between Shropshire Council and the delivery partner. It requires two appropriate representatives of the delivery partner to sign to confirm that they have read and will comply with the requirements of the Agreement. It confirms that the signed Technical Check Form and submitted Project/Business Plan form part of the Project Agreement and delivery of the project must therefore be in accordance with these associated documents.

Funding

- Provides a breakdown of when each CIL fund instalment will be provided which is linked to the achievement of key project milestones. Payment of each instalment will only occur following evidence of the achievement of the relevant milestone and on receipt of an invoice (a template invoice is provided as Appendix 5 of this document).
- Outlines restrictions on the use of CIL funds – must be in accordance with National Regulations. The delivery partner is responsible for ensuring that this is the case.
- Outlines the implications of over or underspend. If there is an underspend, any monies must be returned to Shropshire Council or where there is agreement from Shropshire Council the must be used for the delivery of an alternative agreed infrastructure priority. If there is an overspend Shropshire Council would usually expect the delivery partner to find alternative funding sources to cover these costs.
- Specifies the timescales for delivery of the project and consequences of failing to achieve these timescales.

Specific Project Conditions

- Identifies any conditions which are specific to the particular infrastructure project. This will vary from project to project.

Project Management Responsibilities

- Explains the project management responsibilities assumed by the delivery partner. Specifically the delivery partner is responsible for all project management. These responsibilities can be transferred to another party, but ultimately the agreement remains between the identified delivery partner and Shropshire Council.
- Outlines the delivery partners' responsibilities for completion including project sign off.

Communication Responsibilities

- Specifies the circumstances where the delivery partner must provide progress reports on the infrastructure project – and to which parties.

- Highlights that the delivery partner is responsible for providing updates to the relevant local member.
- Requires the delivery partner to maintain appropriate records on the infrastructure projects progress within the Exacom CIL management system.

General Responsibilities

- Outlines the legal/legislative requirements to which the delivery partner must conform.

Financial Administration

- Explains that CIL funding must be managed in accordance with Section 151 of the Local Government Act 1972.

Publicity

- Identifies the delivery partner's responsibilities to publicising the infrastructure project.
- Requires the delivery partner to provide a written endorsement of the project reflecting collaboration with Shropshire Council upon completion of the infrastructure project.

State Aid and Procurement

- Identifies the state aid and procurement processes that must be complied with when developing, implementing and operating the infrastructure project. All procurement procedures must comply with the Shropshire Council Contract Rules as specified within Shropshire Council's Constitution, unless it is agreed in writing with Shropshire Council that an alternative procurement route is appropriate.

Audit

- Specifies the need for the delivery partner to comply with Shropshire Council audit procedures. This includes provision of evidence of achievement of key milestones, allowing the performance of spot checks on the project and providing appropriate requested information to Shropshire Council.

Maintenance and disposal of assets

- Identifies the owner of the infrastructure upon completion of the project.
- Explains that this party is responsible for the continued and ongoing operation and maintenance of the infrastructure project.
- Outlines the implications of any future sale of assets resulting from the infrastructure project – the equivalent funds to those provided through CIL must be used on infrastructure delivery and is subject to the same requirements as CIL income.

Annual Reporting Requirements

- Outlines the annual reporting requirements placed on the delivery partner. A template Annual Monitoring Form is provided in Appendix 8.

Clawback and Termination

- Identifies the circumstances within which the Project Agreement would be terminated.

Once the Project Agreement has been signed by two appropriate representatives of the delivery partner it must be returned to Shropshire Council. It will then be signed off by the relevant officer under delegated powers of responsibility. The infrastructure project can then commence.

The initial CIL project payment will be provided following completion and sign off of the Project Agreement, in order to allow the commencement of the infrastructure project. Each subsequent instalment will then be provided upon evidence of achievement of each agreed project milestone and on receipt of an invoice (provided as Appendix 5 of this document).

6.6.3 Annual Monitoring Requirements

During the implementation of the project, the delivery partner is responsible for providing appropriate information on the progress of the infrastructure project, including annually submitting the Project Specific: Annual Monitoring Form to Shropshire Council. This Annual Monitoring Form must be submitted to Shropshire Council by 30th September each year, providing information on the previous financial year.

The Project Specific: Annual Monitoring Form provides Shropshire Council with the necessary information on project progression and spend to allow the production of its financial report for each financial year. The Project Specific: Annual Monitoring Form must be submitted for each financial year that the infrastructure project is taking place.

When completing the Project Specific: Annual Monitoring Form, the delivery partner is required to:

1. Identify the infrastructure project and its unique reference.
2. Identify the Place Plan Area within which the infrastructure project is taking place.
3. Specify the date that the form is being completed – and that the data is accurate as of.
4. Identify the funding allocated, received, spent and retained for the project:
 - a. Funding Allocated:
 - i. *CIL funding* allocated to the project.
 - ii. *Other funding* (excluding CIL funding) allocated to the project.
 - b. Funding Received:
 - i. *CIL funding* received to date for the project.
 - ii. *Other funding* (excluding CIL funding) received to date for the project.
 - c. Funding Spent:
 - i. *CIL funding* spent to date on the project.
 - ii. *Other funding* (excluding CIL funding) spent to date on the project.
 - d. Funding Retained:
 - i. *CIL funding* retained (received but not spent) for the project that will be spent during the implementation of the infrastructure project.
 - ii. *CIL funding* retained (received but not spent) for the project that will not be spent on the infrastructure project.
 - iii. *Other funding* (excluding CIL funding) retained (received but not spent) for the project that will be spent during the implementation of the infrastructure project.
 - iv. *Other funding* (excluding CIL funding) retained (received but not spent) for the project that will not be spent on the infrastructure project.
5. Summarise the expenditure on the project:
 - a. CIL expenditure – by item.
 - b. Other expenditure – by item.

Further details of other reporting requirements are provided within the Funding Agreement.

A Project Specific: Annual Monitoring Form has been provided within Appendix 8 of this document.

6.6.4 Project Sign Off

Following completion of the project, the delivery partner is responsible for notifying Shropshire Council of project completion. The Project Sign off Form, in Appendix 9, must be completed and returned to Shropshire Council.

7. HOW WILL I KNOW WHEN CIL MONIES ARE AVAILABLE AND SPENT?

Transparency is a crucial part of the CIL process, especially when discussing how CIL monies are spent. Whilst the Neighbourhood Fund part of the CIL goes directly to the relevant Town or Parish Council, Shropshire Council will administer the rest of the CIL money through its role as the Charging Authority.

However, it is recognised that partners will need regular information on how much CIL money is available at a point in time, in order to inform their ongoing discussions on local infrastructure priorities. This will ensure that local conversations are realistic about what infrastructure priorities can be delivered and whether additional match-funding is required.

7.1 How much CIL funding will be available for projects?

The amount of CIL funding available is dependent on the level of new development that takes place. This is because CIL is calculated using the amount of residential floorspace that is generated.

However, the following deductions apply and may impact on the amount of CIL charged for a CIL liable development:

- Shropshire's Core Strategy has a policy requirement for new housing developments to include provision for some affordable housing. As affordable housing is not liable for CIL, the floorspace for any affordable housing within a development is not chargeable floorspace and will consequently not generate any CIL.
- Existing buildings to be demolished or converted as part of the development may be eligible to be deducted from the chargeable area provided that they are in existence when planning permission is granted; considered permanent and substantial; and have been 'in use' for a continuous period of at least six months within the last 12 months, ending on the day planning permission first permits the chargeable development.
- Land and/or infrastructure may also be accepted as 'payment in kind' where the proposed use of the land or the infrastructure delivered is identified as suitable for delivery through 'payment in kind' within the CIL Regulation 123 List. Where land and/or infrastructure are provided as 'payment in kind' its equivalent value will offset some or all of the CIL liability associated with a development, consequently reducing CIL financial income. Equivalent Neighbourhood Fund will still be payable unless agreed with the relevant Town or Parish Council.

7.2 How can I find out what CIL monies are available in my area?

At first Shropshire Council will make this information available via the Council's website and as part of the annual Place Plan review. However, to improve the immediacy of this information, Shropshire Council are looking at ways to make this process more interactive by providing Town and Parish Councils direct and secure access to 'live' reporting of CIL income. At the moment this is in the development stage, and we will of course keep Town and Parish Councils fully informed on progress.

7.3 How can I find out how CIL monies will be used?

Every April, Shropshire Council agrees its CIL list and will publish this on the Council website. This is a statutory function and means everyone understands the projects that have been identified for CIL funding over the next year.

The CIL list will draw upon the infrastructure priorities identified through the annual Place Plan Review. This list provides information on both the strategic and local infrastructure identified for funding, and its priority status (i.e. Critical, Priority or Key). The CIL list will also state whether CIL monies will be 'banked' or 'spent' in the coming financial year and whether any in kind CIL payments will be considered acceptable.

7.4 How can I find out when CIL monies have been spent?

It is important that the use of CIL monies is open and transparent. Under the CIL Regulations, Shropshire Council is required to prepare an annual report setting out the use of CIL monies for the previous financial year. This must be placed on the Council website by 31st December each year. This will be informed by the Annual Monitoring Forms which are returned to Shropshire Council by lead delivery partners by 30th September.

8. ROLES AND RESPONSIBILITIES

There are many people involved in implementing CIL. The level of involvement varies dependent on the type of CIL funding and the nature of the infrastructure project being developed, implemented or operated.

The table below provides a general indication of the main roles and responsibilities although it is recognised that many partners may have a role depending on the infrastructure projects to be delivered:

Town and Parish Councils	Responsible for identifying priorities as part of annual Place Plan review, responsible for Neighbourhood Fund including use of monies and annual reporting in accordance with the CIL Regulations, developing priorities into fully costed, deliverable projects, completion and submission of project management documentation, project management, where appropriate, to ensure delivery in accordance with CIL Regulations.
Community Action Officers (CAOs)	Supporting the Place Plan annual discussion, identifying suitable CIL funding pot for identified priorities using CIL funding criteria, supporting town and parish councils in developing ideas into deliverable projects, advising of project management processes and requirements, providing updates to Planning Policy on project delivery
Planning Policy Officers	Identifying CIL priorities using evidence from the Place Plan annual review and weighing up with Development Plan requirements, preparing annual CIL list, providing information on availability of CIL funds including managing transfer of Neighbourhood Funds to relevant Town and Parish Councils, providing support and guidance on regulatory requirements, overseeing the implementation of CIL including all project management, preparing and publishing annual report on use of funds.
Portfolio Holder for Planning, Housing and Commissioning and Group Manager for Business Growth and Prosperity	Overseeing CIL, signing off Technical Check Forms and Project Agreements to allow release of funds to relevant delivery partner
Shropshire Council Members	Jointly signing off annual Place Plan return to identify infrastructure priorities, agreeing annual CIL list taking account availability of funds and identified infrastructure priorities, assisting in development of deliverable projects and preparation of relevant project documentation, monitoring delivery and supporting annual reporting requirements

8.1 Additional Guidance

Additional guidance on Place Plans and CIL has been prepared and should be read alongside this guide.

For further information on Place Plans please see:

The resource pack on 'Shropshire Place Plans - Delivering Local Priorities through Partnership Working'

This provides further information on how the Place Plans should be used by Town and Parish Councils and Shropshire Council Members, to guide annual discussions on local infrastructure needs and priorities for the use of CIL funds.

For further information on CIL please see:

The resource pack on CIL - A Guide for Planning Applicants

This provides further information on the CIL process, liable development, relief from CIL, appeals and enforcement.

9. GLOSSARY

Term	Description
Affordable housing	<p>The Council's definition of "affordable dwellings" is contained in Appendix G of the Type and Affordability of Housing Supplementary Planning Document. The text below is taken from this document, any changes to the definition provided Appendix G of the Type and Affordability of Housing Supplementary Planning Document supersedes the description provided below:</p> <p>Affordable housing is any social rented, affordable rented, low cost home ownership and other intermediate housing, provided to eligible households whose needs are not met by the market.</p> <p>Eligibility is determined with regard to local incomes and local house prices. Low cost home ownership tenures are generally available for households with up to £63,000 gross annual income (reviewed annually in line with the Council's adopted Housing Allocations Policy).</p> <p>Affordable housing must also include provisions to remain available at an affordable price for future eligible households or for the subsidy to be recycled for alternative affordable housing provision.</p> <p>Homes that do not meet the above definition of affordable housing, such as "low cost market" housing, and unrestricted market self-build housing, may not be considered as affordable housing for planning purposes.</p> <p>To help ensure affordability over the long term, affordable dwellings will normally be no larger than 100sqm gross internal floor area.</p> <p>This definition follows that set out in the National Planning Policy Framework (March 2012).</p>
All-In Tender Price Index by the Building Cost Information Service	<p>The national All-in Tender Price Index published from time to time by the Building Cost Information Service of the Royal Institution of Chartered Surveyors. The figure for a given year is the figure for the 1st November of the preceding year.</p>
Chargeable development	<p>The chargeable development is the development for which planning permission is granted that is liable for CIL.</p> <p>In Shropshire, the CIL applies to residential development, including dwellings, holiday lets, garages and other buildings ancillary to a dwelling, that:</p> <ol style="list-style-type: none"> 1. involve the formation of one or more new dwellings, either through conversion or new build, regardless of size (unless it is 'affordable housing'); or 2. involve the establishment of additional residential floorspace (including extensions) of 100sqm or above. <i>Note: If the additional residential floorspace is over 100sqm then all additional floorspace created is CIL liable, not just the area exceeding this threshold.</i>
Charging Authority	<p>The Charging Authority is the Government organisation that is responsible for establishing a CIL levy. Within the Shropshire Council area this is Shropshire Council.</p> <p>Shropshire Council is also the Collecting Authority, responsible for CIL collection in its area.</p>
Charging schedule	<p>The CIL Charging Schedule sets out the CIL Levy for different types and locations of development.</p> <p>The Shropshire Charging schedule was prepared in accordance with the Planning Act 2008 and the CIL Regulations and is informed by local evidence regarding infrastructure requirements and the impact of a Levy on the economic viability of development, full details of which are available on Shropshire Council's website.</p>
Charging zone	<p>Charging zones form part of the CIL Charging Schedule and set the boundary between different levy rates.</p>

Term	Description
CIL Regulation 123 List (CIL List)	The CIL List identifies the infrastructure that will benefit from the use of CIL. Infrastructure not identified within this list can still be delivered through use of CIL. However infrastructure within this list cannot be included within a S106 legal agreement. In Shropshire, the CIL list is determined annually by Cabinet, as part of an annual review of the Place Plans and the LDF Implementation Plan.
Community Infrastructure Levy (CIL)	The Community Infrastructure Levy (CIL) is a charge on new development to help pay for supporting infrastructure. The CIL charge is based on the size, type and location of new development and is calculated using the Gross Internal Floorspace of a development.
Critical Infrastructure	The essential infrastructure without which development cannot take place, such as utilities, water management and safe access.
Deductible floorspace	Buildings to be demolished or converted as part of a development will be eligible to be deducted from the chargeable area, provided they: 1. Have not been demolished prior to the day planning permission first permits the chargeable development, but are to be demolished before completion of the chargeable development. 2. Have been ' in use ' for a continuous period of at least six months within the period of 12 months ending on the day planning permission first permits the chargeable development.
Delivery partner	A team/group/organisation selected by Shropshire Council to develop and implement an infrastructure project. The appropriate delivery partner will depend on the nature of the project.
Forecast budget	An expression of a likely/potential budget for a project.
Gross internal area/floorspace	The 'gross internal area' of a development is used to calculate CIL liability. The 'gross internal area' of a development is the area of all buildings within a development measured to the internal face of the perimeter walls at each floor level (over each floor of the development). The CIL liable element of a development is the 'gross internal area' of all residential (and ancillary residential) buildings, although the floorspace of all buildings is required for CIL purposes. Liability is determined using the Gross Internal Floorspace of the proposed development prior to deductions for the 'gross internal area' of any existing floorspace to be demolished or subject to conversion/change of use. However CIL charge is calculated following deductions for any 'gross internal area' of existing floorspace to be demolished or subject to conversion/change of use.
In Use	Buildings are classed as 'in use' if they have been used for a continuous period of at least six months within the period of 12 months ending on the day planning permission first permits the chargeable development. A building is considered to be 'in use' where it is used for a purpose consistent with the approved use class for a building, as specified within the use class order.
Infrastructure	The basic facilities, services, and installations needed for the functioning of a community, such as roads and other transport facilities, flood defences, communications systems, water and power lines, sporting and recreational facilities, and open spaces, and public institutions including schools and other educational facilities, medical facilities, post offices, and prisons.
Key Infrastructure	All infrastructure that has not been identified as critical or priority infrastructure.

Term	Description
Local Fund	<p>The Local Fund is the proportion of CIL that will be used to deliver local infrastructure priorities to meet the infrastructure needs in the area where development takes place, as identified by Town/Parish Councils within their Place Plans.</p> <p>The Local Fund is 90% of the remaining CIL – following deduction of the Administration Fee and Neighbourhood Fund.</p>
Neighbourhood Fund	<p>The Neighbourhood Fund is the proportion of CIL provided directly to the Town or Parish Council for the area where a development takes place. It is 15% (capped at a maximum of £100 per council tax paying dwellings) in areas without a formal Neighbourhood Plan.</p> <p>It is 25% in areas with a formal Neighbourhood Plan or within a Neighbourhood Development Order area.</p>
Milestone	A milestone is a significant stage or event in the development of an infrastructure project.
Mitigation	Mitigation measures are those actions that have or could be implemented in order to stop/minimise a risk.
Payment in Kind	<p>Land and/or infrastructure accepted as 'payment in kind' offsets some or all of a CIL liability for a development.</p> <p>The value of any land provided as 'payment in kind' is based on the price that the land might reasonably be expected to obtain if sold on the open market on the day of the valuation. It should not include any hope value, but should not be assumed to reduce on the grounds that the whole of the acquired land is on the market at the same time.</p> <p>The value of any infrastructure provided as 'payment in kind' must be based on the actual construction cost of the proposed infrastructure and fees related to the design of the infrastructure.</p> <p>Land and/or infrastructure will only be accepted as 'payment in kind' where it has been identified within the CIL List as suitable for 'payment in kind'.</p>
Place Plan	<p>18 Place Plans have been developed and are reviewed annually. Each plan is based around one of Shropshire's market towns or key centres and its surrounding rural hinterland.</p> <p>The Place Plans identify the local priorities and infrastructure requirements for each of Shropshire's communities. They have been produced and are updated by Shropshire Council in partnership with local communities, Town and Parish Councils and local infrastructure and service providers.</p>
Priority Infrastructure	Infrastructure which has been identified by the community as a particular priority at that point in time.
Project/Business Plan	A Project/Business Plan is a formal document used to specify the scope of a proposed infrastructure project.
Risk Log	An assessment of the potential risks that could arise before, during and following implementation of the infrastructure project. It should provide an indication of both severity and likelihood of each risk.
S106 legal agreement	A Section 106 Agreement (S106 Agreement) is a legal agreement that stipulates the obligations placed on a development in order to make the development acceptable in planning terms.
Strategic Fund	<p>The Strategic Fund is the proportion of CIL that will be used to deliver strategic infrastructure priorities across Shropshire.</p> <p>The Strategic Fund is 10% of the remaining CIL – following deduction of the Administration Fee and Neighbourhood Fund.</p>
Technical Check Form	The Technical Check Form is used to develop an infrastructure project. It ensures that a project is fully costed and deliverable. The Technical Check Form will be used by Shropshire Council to determine if the infrastructure project is suitable for CIL funding.

10. KEY CONTACTS

Place Plans, CIL list and CIL Project Management

Contact	Email Address	Phone Number
Hayley Deighton, Principal Policy Officer	Hayley.Deighton@shropshire.gov.uk	01743 252 423

Community Infrastructure Levy (CIL)

Contact	Email Address	Phone Number
CIL Team CIL General Enquiries	CIL@shropshire.gov.uk	07582 004 983
Daniel Corden, Policy and Project Officer	Dan.Corden@shropshire.gov.uk	01743 252 426
Gay Goodwin CIL Assistant	Gay.goodwin@shropshire.gov.uk	01743 252526

Section 106

Contact	Email Address	Phone Number
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Affordable Housing - Section 106

Contact	Email Address	Phone Number
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Carol Clarke Housing Enabling & Development Officer	Carol.Clarke@shropshire.gov.uk	01743 255 663
Nick Wood Communities & Housing Policy Team Leader	Nick.Wood@shropshire.gov.uk	01743 252 585

Community Action Team

Contact	Email Address	Phone Number
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Kate Garner, Local Commissioning Manager North (post March 2014)	Kate.garner@shropshire.gov.uk	01691 677318
Neil Willcox, Local Commissioning Manager (post March 2014)	Neil.willcox@shropshire.gov.uk	01743 255051

Managers

Andy Mortimer has overall responsibility for the Strategy and Corporate Policy Team, which includes management of those working on both the Local Development Framework and developer contributions.

APPENDICES

APPENDIX 1: NEIGHBOURHOOD FUND NOTIFICATION OF REQUIREMENTS	37
APPENDIX 2: TECHNICAL CHECK FORM.....	40
APPENDIX 3: EXAMPLE TECHNICAL CHECK FORM	50
APPENDIX 4: CIL PROJECT AGREEMENT	51
APPENDIX 5: INVOICE	58
APPENDIX 6: STATE AID FORMS	60
APPENDIX 7: NEIGHBOURHOOD FUND ANNUAL MONITORING FORM	61
APPENDIX 8: PROJECT SPECIFIC CIL ANNUAL MONITORING FORM	62
APPENDIX 9: CIL PROJECT SIGN OFF FORM	63

APPENDIX 1: NEIGHBOURHOOD FUND NOTIFICATION OF REQUIREMENTS

1. Introduction

- 1.1 To help communities to accommodate the impact of new development, National Government has determined that a proportion of total Community Infrastructure Levy (CIL) monies should be provided directly to Town and Parish Councils as a Neighbourhood Fund.
- 1.2 This is consistent with the Shropshire Council approach of ensuring that the majority of the CIL is used to deliver local infrastructure priorities where development takes place.
- 1.3 The Neighbourhood Fund is:
- 25% within Parishes with a Neighbourhood Plan or within a Neighbourhood Development Order;
 - 15% within Parishes without a Neighbourhood Plan (capped at a maximum of £100 per council tax dwelling).
- 1.4 *However, the Neighbourhood Fund only applies to development where the CIL Liability Notice has been issued since the 25th April 2013.*
- 1.5 Payment of the Neighbourhood Fund will be made on an annual basis in April, coinciding with precept payments, unless requested otherwise in order to facilitate delivery of a project. These funds must be spent within 5 years of receipt in accordance with the requirements specified in Section 3 of this Agreement.
- 1.6 Any projects funded through use of the Neighbourhood Fund must be retained for community benefit.**

2. Neighbourhood Fund Agreement

2.1 This Neighbourhood Fund agreement is between:

- (1): Shropshire Council of Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND (The Council); and
(2): of (Town or Parish Council)

2.2 On behalf of the Town or Parish Council, please signify that you have received a copy of the Shropshire Council CIL: Project Management Guide and have read and acknowledge the terms and conditions within this Neighbourhood Fund Agreement, by ticking the relevant boxes and signing below.

2.3 Please return the signed and completed Neighbourhood Fund Agreement to 'The Council' at your earliest convenience. A copy of this letter has been included for your records.

- ☐ We acknowledge that we have received a copy of the Shropshire Council CIL: Project Management Guide.
- ☐ We acknowledge that we have read and understood the content of this Neighbourhood Fund Agreement.

Name:	Date:
Signed:	Position:

(Clerk signing on behalf of the Town or Parish Council)

Name:	Date:
Signed:	Position:

(Chair signing on behalf of the Town or Parish Council)

3. Regulatory Requirements for the use of the Neighbourhood Fund

- 3.1 Any Neighbourhood Fund monies received, must be used to support development by funding:
- (a) The provision, improvement, replacement, operation or maintenance of infrastructure; or
 - (b) Anything else concerned with addressing the demands that development place on an area.
- 3.2 If these funds are not used to support development as specified, or within five years of receipt, Shropshire Council can require the repayment of these monies.
- 3.3 If the community's infrastructure priorities are consistent with Shropshire Council infrastructure priorities for the area, to maximise efficiency and minimise project management complexity, it can be agreed that Shropshire Council retains the Neighbourhood Fund to spend on these infrastructure priorities.
- 3.4 To ensure transparency, following receipt of Neighbourhood Fund payments, Town and Parish Councils must for each following financial year (irrespective of whether any CIL is received or spent in that year), publish a list of their:
- Total Neighbourhood Fund receipts;
 - Total Neighbourhood Fund expenditure;
 - A summary of Neighbourhood Fund expenditure, including those things to which the Neighbourhood Fund has been applied, and the Neighbourhood Fund expenditure on each; and
 - The total amount of Neighbourhood Fund receipts retained at the end of the reported year.
- 3.5 To ensure consistency, a reporting template has been provided by Shropshire Council within the CIL: Project Management Guide. A copy of this report should be provided to Shropshire Council by 30th September of each year, and made available on the Town or Parish Council website and/or Shropshire Council website by no later than the 31st December of the following financial year.
- 3.6 *Please Note: This report is only required following receipt of CIL monies, however Town and Parish Councils' may wish to publish some information on their website about Neighbourhood Fund prior to this, e.g. no CIL received, in the interest of transparency.*

4. Shropshire Council Recommendations for the use of the Neighbourhood Fund

- 4.1 Use of the Neighbourhood Fund should be informed by discussions about infrastructure priorities with the local community, Shropshire Council and any neighbouring Town or Parish Councils. The Place Plan documents are the ideal mechanism for this process as they:
- List and prioritise community infrastructure needs;
 - Identify infrastructures links to development;
 - Identify infrastructure (local and strategic) that could be delivered cumulatively; and
 - Specify forms of infrastructure most suited for delivery through the Neighbourhood Fund.
- 4.2 Information about Neighbourhood Fund receipts and spend should be provided as and when requested by Shropshire Council.

5. Project Development

- 5.1 During development of a project, it is strongly recommended that a Business Plan and Technical Check Form are completed in order to summarise a project and its objectives. This form is available within the CIL: Project Management Guide. Further guidance on project development can be found within the CIL: Project Management Guide.

6. Project Implementation

- 6.1 Where projects are to be fully or partially funded by the Neighbourhood Fund, it is the Town or Parish Council and not Shropshire Council that is responsible for all project management.
- 6.2 Project management responsibilities can be transferred to another delivery party/project manager, but the Town or Parish Council is responsible for establishing this transfer of responsibilities. A template of an agreement that can be used when appointing an alternative delivery party has been provided within the CIL: Project Management Guide. However, ultimately the Town or Parish Council remains responsible for ensuring the appropriate use of the Neighbourhood Fund in accordance with the National CIL Regulations.

6.3 In order to ensure effective project management, it is suggested that Town and Parish Councils or any alternative delivery party, use the **Exacom: Project Management System** to record project data and store related documentation. Further information on this system is available within the CIL: Project Management Guide.

7. Communication and Publicity

7.1 The Town or Parish Council should produce regular updates on project identification and implementation. These updates should be provided to:

- The local community;
- The Shropshire Council Members for the area;
- Community Action Officers for the area; and
- The Shropshire Council CIL Team.

7.2 Projects to be fully or partially funded by the Neighbourhood Fund should carry the 'My Community' logo and it should be clear that CIL has contributed to project delivery.

8. State Aid and Procurement

8.1 Where a public body provides financial support to an undertaking, it is necessary to consider whether such support constitutes state aid. It is the responsibility of the Town or Parish Council to ensure that their use of the Neighbourhood Fund is not a form of 'state aid'.

8.2 Further guidance on state aid is available as an appendix within the CIL: Project Management Guide or from the Department for Business, Innovation & Skills (BIS) at: www.gov.uk/state-aid

8.3 In order to ensure compliance with EU Regulations on procurement, the services (design of infrastructure) or work (construction of infrastructure) cannot exceed EU procurement thresholds without meeting the requirements of the Regulations and the likely requirement for a competitive tendering process to be undertaken. These thresholds are £172,514.00 for goods and services and £4,322,012.00 for works.

8.4 Procurement of any project to be fully or partially funded through use of the Neighbourhood Fund must occur in accordance with the Town or Parish Councils contract rules as specified within its Constitution. Where the Town or Parish Council does not have contract rules, these should be developed. Development of a procurement policy could be informed by the Shropshire Council Contract rules, available to view at:

<http://shropshire.gov.uk/doing-business-with-shropshire-council/>

9. Financial Administration

9.1 Section 151 of the Local Government Act 1972 requires Parish and Community Councils to make arrangements for the proper administration of their financial affairs and the Accounts and Audit (England) Regulations 2011 require systems for effective financial control. These requirements also apply when dealing with Neighbourhood Fund payments.

10. Maintenance and disposal of any assets

10.1 It is the responsibility of the Town/Parish Council to ensure the continued maintenance and operation of projects funded by the Neighbourhood Fund. Future Neighbourhood Fund can be used for this purpose; however it is strongly recommended that these costs are considered during project development.

10.2 Any projects funded through use of the Neighbourhood Fund must be retained for community benefit.

10.3 Where a project results in the formation of an asset, if this asset is subsequently sold, any monies raised should be considered Neighbourhood Fund and used in accordance with the above requirements.

11. Project sign off

11.1 The Town or Parish Council is responsible for project sign off. It is recommended that project sign off occurs within 30 days of completion. A template project sign off form is available within the CIL: Project Management Guide.

APPENDIX 2: TECHNICAL CHECK FORM

Section 1. Project Summary	
Infrastructure Project:	
Project Reference:	
Place Plan Area:	

Section 2. Delivery Partner Details	
Organisation:	
Organisation Status:	<div>Please attach a copy of your constitution with this application: <input type="checkbox"/></div>
Project Manager:	
Telephone Number:	
Email Address:	
Address:	

Section 3. Project Details	
Project Description:	
Has a Project Plan ¹ been produced and included as an Appendix to this Technical Check Form?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If there is a requirement for a Business Plan ² , has one been produced and included as an Appendix to this Technical Check Form?	Yes <input type="checkbox"/> No <input type="checkbox"/>

¹ A Project Plan outlines how an infrastructure project will be implemented. A Project Plan is required for all infrastructure projects to be fully or partially funded by CIL.

² A Business Plan provides a business case, overview of the implementation process and explanation of the intended method of operation for the infrastructure project. A Business Plan is required for all infrastructure projects to be fully or partially funded by CIL that create an asset with **ongoing operational requirements**.

Section 4. Project Costs - funding can only be used for the items detailed in this appraisal.			
	Capital Costs	VAT (if applicable)	Further Information
Land:	£	£	
Works/construction:	£	£	
Fees:	£	£	
Vehicles:	£	£	
Fit Out:	£	£	
Technical Reports:	£	£	
Contingency:	£	£	
Other Costs:	£	£	
Total Capital Costs:	£	£	
Initial Revenue Costs³:	£	£	
Ongoing Revenue Costs⁴:	£	£	
Is your organisation VAT exempt?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Please specify why:	
Is your organisation VAT registered?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, please provide your VAT number:	

³ Initial revenue costs are those revenue costs associated with the initial set-up and operation of infrastructure. In certain situations, where sufficient justification is provided, these costs may be funded through CIL.

⁴ Ongoing revenue costs are those costs associated with the ongoing maintenance and operation of infrastructure following completion of a project. These costs are unlikely to be funded through use of CIL. Further details of all ongoing revenue costs, including how these costs will be met must be provided as an Appendix to this document.

Section 5. Project Funding

5a. Financial

Please provide copies of documentation confirming this external funding as an Appendix to this document.

	Status	Funding (£)	Further Information
CIL Strategic Fund:	Applied for	£	
CIL Local Fund:		£	
Total CIL Funding:		£	

	Status	Funding (£)	Further Information
Town or Parish Council – CIL Neighbourhood Fund ⁵ :	Secured: <input type="checkbox"/> Applied for: <input type="checkbox"/>	£	
Town or Parish Council:	Secured: <input type="checkbox"/> Applied for: <input type="checkbox"/>	£	
Local Business:	Secured: <input type="checkbox"/> Applied for: <input type="checkbox"/>	£	
Delivery Partner Funds:	Secured: <input type="checkbox"/> Applied for: <input type="checkbox"/>	£	
Grants:	Secured: <input type="checkbox"/> Applied for: <input type="checkbox"/>	£	
Fund Raising:	Secured: <input type="checkbox"/> Applied for: <input type="checkbox"/>	£	
Borrowing/Loans	Secured: <input type="checkbox"/> Applied for: <input type="checkbox"/>	£	
Other Funding:	Secured: <input type="checkbox"/> Applied for: <input type="checkbox"/>	£	

Further Information:

Sub Total:

Secured: £

Applied for: £

⁵ The Neighbourhood Fund is the proportion of CIL provided directly to the Town or Parish Council where development takes place. Each Town or Parish Council determines how these monies are used, in accordance with the CIL Regulations.

5b. In Kind⁶

Please provide copies of documentation confirming any in kind contributions as an Appendix to this document.

Item	Deemed Value	Further Information
Item 1:	£	
Item 2:	£	
Item 3:	£	

Further Information:

⁶ In kind or non-financial contributions are those items that contribute to the delivery of a project and either enhance delivery or reduce costs.

5c. Total Funding:

Secured: £

Applied for: £

Section 6. Project Implementation

6a. Project Delivery

Please provide a brief description of how the scheme is planned to be contracted and delivered:

6b. Project Milestones

Please provide a **timeline of work** (Gantt Chart) and detailed information on the **project milestones** as an Appendix to this document by completing *Template 1*.

Milestone	Estimated Start Date	Estimated End Date	Funding Required at Each Stage	
			CIL Funds	Total
1. Project commencement			£	3
2.			£	£
3.			£	£
4.			£	£
5.			£	£

6c. Legal Controls

Who owns the land or asset?	Name: Address:
Who will own the asset after the work has been carried out?	Name: Address:
Who will be responsible for the long term maintenance of the asset?	Name: Address:
Do you have written permission to carry out the work?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is the owner of the land/asset prepared to accept a covenant on the deeds?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other legal controls (please specify):	

Please provide evidence of these legal controls as an Appendix to this document.

6d. Required Permissions

Planning Permission:	
Building Regulations:	
Statutory Permissions:	
Other permissions (please specify):	

Please provide evidence of these permissions as an Appendix to this document.

6e. Procurement

Unless agreed in writing, any procurement required for this infrastructure project must comply with the Shropshire Council Contract Rules, specified in its Constitution and available to view at: http://shropshire.gov.uk/doing-business-with-shropshire-council/ . Please specify if this is acceptable:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you have your own procurement contract rules that you wish Shropshire Council to consider adopt for this infrastructure project? This is at the discretion of Shropshire Council. Please provide details of this policy as an Appendix to this document.	Yes <input type="checkbox"/> No <input type="checkbox"/>

6f. Risk Management

Please provide an assessment of the risks associated with the implementation and operation of this infrastructure project as an Appendix to this document by completing *Template 2*.

Please confirm that this has been completed:

Yes ☐
No ☐

6g. Detailed Cost and Budget Forecasting

Please provide a detailed cost and budget forecast for the implementation and operation of this infrastructure project as an Appendix to this document by completing *Template 3*.

Please confirm that this Appendix has been completed:

Yes ☐
No ☐

Section 7. Confirmation

I confirm that, to the best of my knowledge and belief, all the information in this Technical Check Form and its accompanying Appendices is true and correct.

Name:	Date:
Signed*:	Position:

(Authorised signatory on behalf of the 'delivery partner')

Name:	Date:
Signed*:	Position:

(Authorised signatory on behalf of the 'delivery partner')

Please note: Once signed, this document will form part of the Project Agreement for this infrastructure project.

These authorised signatories' above must be authorised to sign documentation on behalf of the delivery partner and may be asked to provide evidence that this is the case.

All future correspondence and documentation that requires a signature should be completed by one or both of these individuals.

Section 8. Data Protection

Shropshire Council is the data controller in respect of any personal data you wish to provide when completing this Technical Check Form and its Appendices. The data given will be used to process the application and monitor the project.

Shropshire Council regards the lawful and correct treatment of personal information as very important to successful operations and to maintaining confidence between those with whom we deal and ourselves. We ensure that our organisation treats personal information lawfully and correctly. To this end we fully endorse and adhere to the Principles of Data Protection, as detailed in the Data Protection Act 1998.

I acknowledge and approve the use of the data within this Technical Check Form and its Appendices in accordance with the above:

☐

Section 9. Checklist

Please confirm that all of the relevant data required within and to support this Technical Check Form has been provided:

<i>Template 1</i> : Timeline of project implementation and key milestones	Yes <input type="checkbox"/> No <input type="checkbox"/>	Assessment of ongoing revenue costs:	Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>Template 2</i> : Risk Log and Management Plan:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Evidence of funding and in kind payments.	Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>Template 3</i> : Detailed assessment of project costs and budget forecasting:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Evidence of legal controls:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Project Plan:	Yes <input type="checkbox"/> No <input type="checkbox"/>	Evidence of permissions:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Business Plan (required where there are ongoing operational requirements):	Yes <input type="checkbox"/> No <input type="checkbox"/>	Procurement Policy (if appropriate):	Yes <input type="checkbox"/> No <input type="checkbox"/>

Template 1: Project Timeline and Milestones

Please find below two templates that can be used for the identification of key milestones and a project timeline. These templates can be used and/or amended either individually or in combination to indicate the key milestones and overall project delivery timescales for an infrastructure project. If a Project Timeline/Gantt Chart has already been developed within the Project/Business Plan for this project and is of a similar format, this can be provided as an alternative to completing this Template.

For each key milestone in the delivery of the infrastructure project, please identify: 1. Name; 2. Estimated Start Date; 3. Estimated Completion Date; 4. Timescales for implementation.

Year																					
Quarter		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Milestones																					

Year																									
Quarter		Q1			Q2			Q3			Q4			Q1			Q2			Q3			Q4		
Month		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Milestones																									

Template 2: Risk Log and Management Plan

Risk Assessment						Risk Management	
Risk Description	Effects	Indicator(s)	Trigger	Level of Impact	Level of Probability	Mitigation	Contingencies

Key

Section:		Information required:
Risk Assessment	Risk Description	A description of the potential risk.
Risk Assessment	Effects	A summary of the likely effect of the risk.
Risk Assessment	Indicator(s)	Identification of potential indicators that the risk will/is occurring.
Risk Assessment	Triggers	An indication of the likely causes of the risk.
Risk Assessment	Level of impact	Identification of the expected severity of the impact if the risk where to occur.
Risk Assessment	Level of probability	Identification of the overall probability of the risk occurring.
Risk Management	Mitigation	Specification of mitigation measures that can be implemented in order to minimise the risk.
Risk Management	Contingencies	Specification of contingency measures that can be implemented if the risk occurs.

Template 3: Detailed Costing's and Budget Forecasts

Detailed Costing Appraisal – Capital Costs:

Cost Category	Cost Breakdown	Year 1:		Year 2:		Year 3:		Year 4:		Total (including VAT)
		Capital Costs	VAT (if applicable)	Capital Costs	VAT (if applicable)	Capital Costs	VAT (if applicable)	Capital Costs	VAT (if applicable)	
Land:	1.	£	£	£	£	£	£	£	£	£
	2.	£	£	£	£	£	£	£	£	£
	3.	£	£	£	£	£	£	£	£	£
Works / Construction:	1.	£	£	£	£	£	£	£	£	£
	2.	£	£	£	£	£	£	£	£	£
	3.	£	£	£	£	£	£	£	£	£
Fees:	1.	£	£	£	£	£	£	£	£	£
	2.	£	£	£	£	£	£	£	£	£
	3.	£	£	£	£	£	£	£	£	£
Vehicles:	1.	£	£	£	£	£	£	£	£	£
	2.	£	£	£	£	£	£	£	£	£
	3.	£	£	£	£	£	£	£	£	£
Fit Out:	1.	£	£	£	£	£	£	£	£	£
	2.	£	£	£	£	£	£	£	£	£
	3.	£	£	£	£	£	£	£	£	£
Technical Reports:	1.	£	£	£	£	£	£	£	£	£
	2.	£	£	£	£	£	£	£	£	£
	3.	£	£	£	£	£	£	£	£	£
Contingency:	1.	£	£	£	£	£	£	£	£	£
	2.	£	£	£	£	£	£	£	£	£
	3.	£	£	£	£	£	£	£	£	£
Other Costs:	1.	£	£	£	£	£	£	£	£	£
	2.	£	£	£	£	£	£	£	£	£
	3.	£	£	£	£	£	£	£	£	£
	4.	£	£	£	£	£	£	£	£	£
Total Capital Costs (including VAT):		£		£		£		£		£

Detailed Costing Appraisal – Revenue Costs*:

Revenue Category	Revenue Breakdown	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:
Employee Costs:	1.	£	£	£	£	£
	2.	£	£	£	£	£
	3.	£	£	£	£	£
Running Costs:	1.	£	£	£	£	£
	2.	£	£	£	£	£
	3.	£	£	£	£	£
Repair/ Maintenance Costs:	1.	£	£	£	£	£
	2.	£	£	£	£	£
	3.	£	£	£	£	£
Fit / Re-Fit Costs:	1.	£	£	£	£	£
	2.	£	£	£	£	£
	3.	£	£	£	£	£
Other Costs:	1.	£	£	£	£	£
	2.	£	£	£	£	£
	3.	£	£	£	£	£
	4.	£	£	£	£	£
Total Revenue Costs:		£	£	£	£	£
Five Year Project Revenue Costs:		£				

*Please include any VAT payable.

Detailed Budget Forecast

Funding Category	Budget Breakdown	Status (Approved or Applied For)	Year 1:	Year 2:	Year 3:	Year 4:	Total
CIL	1. Local Fund		£	£	£	£	£
	2. Strategic Fund		£	£	£	£	£
	3.		£	£	£	£	£
Town or Parish Council:	1. Neighbourhood Fund		£	£	£	£	£
	2.		£	£	£	£	£
	3.		£	£	£	£	£
Local Business:	1.		£	£	£	£	£
	2.		£	£	£	£	£
	3.		£	£	£	£	£
Delivery Partner Funds:	1.		£	£	£	£	£
	2.		£	£	£	£	£
	3.		£	£	£	£	£
Grants:	1.		£	£	£	£	£
	2.		£	£	£	£	£
	3.		£	£	£	£	£
Fund Raising:	1.		£	£	£	£	£
	2.		£	£	£	£	£
	3.		£	£	£	£	£
Borrowing / Loans	1.		£	£	£	£	£
	2.		£	£	£	£	£
	3.		£	£	£	£	£
Other Funding:	1.		£	£	£	£	£
	2.		£	£	£	£	£
	3.		£	£	£	£	£
	4.		£	£	£	£	£
Total Funding Secured:			£	£	£	£	£
Total Funding Applied For:			£	£	£	£	£

Technical Check Form Assessment: For Office Use Only

Section	Assessment			
Section 1: Project Summary				
Section 2: Contact Details				
Section 3: Project Details				
Section 4: Project Costs				
Section 5: Project Funding				
Section 5a: Financial				
Section 5b: In Kind Funding				
Section 5c: Total Funding				
Section 6: Project Implementation				
Section 6a: Project Milestones				
Section 6b: Legal Controls				
Section 6c: Required Permissions				
Section 6d: Procurement				
Section 6e: Risk Management				
Section 6f: Cost / Budget Forecasts				
Section 7: Confirmation				
Section 8: Data Protection				
Section 9: Checklist	<i>Template 1:</i> Timeline of project implementation and key milestones	<input type="checkbox"/>	Assessment of ongoing revenue costs:	<input type="checkbox"/>
	<i>Template 2:</i> Risk Log & Management Plan:	<input type="checkbox"/>	Evidence of legal controls:	<input type="checkbox"/>
	<i>Template 3:</i> Detailed assessment of project costs and budget forecasting:	<input type="checkbox"/>	Evidence of permissions:	<input type="checkbox"/>
	Project Plan:	<input type="checkbox"/>	Procurement Policy (if appropriate):	<input type="checkbox"/>
	Business Plan (required where there are ongoing operational requirements):	<input type="checkbox"/>	Any other necessary supporting information:	<input type="checkbox"/>

APPENDIX 3: EXAMPLE TECHNICAL CHECK FORM

DRAFT

APPENDIX 4: CIL PROJECT AGREEMENT

COMMUNITY INFRASTRUCTURE LEVY (CIL)

CIL: Project Agreement

1. Infrastructure Project Details

Delivery Partner:			
Infrastructure Project:			
Project Reference:			
CIL Funding:		Total Funding:	
Date of Approval:		Date of Completion:	

2. Project Agreement

2.1 This Project Agreement is between:

- (1): Shropshire Council of Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND (The Council); and
(2): of (Delivery Partner)

2.2 The **'delivery partner'** agrees to deliver this **'infrastructure project'** by the agreed **'date of delivery'** in accordance with the details provided within:

- The Technical Check Form (Appendix 1 of this document) submitted to **'The Council'** during project development; and
- The Project/Business Plan (Appendix 2 of this document) submitted to **'The Council'** during project development.

2.3 On behalf of the **'delivery partner'**, please signify your understanding and acceptance of the terms and conditions within this Project Agreement by signing below and returning to **'The Council'** at least two weeks before the start date of the project. A copy of this letter has been included for your records.

Name:	Date:
Signed:	Position:

(Authorised signatory on behalf of the 'delivery partner')

Name:	Date:
Signed:	Position:

(Authorised signatory on behalf of the 'delivery partner')

2.4 Signature on behalf of 'The Council':

Name:	Date:
Signed:	Position:

(Authorised signatory on behalf of 'The Council')

3. Funding

- 3.1 The **‘total funding’** for the delivery of this **‘infrastructure project’** consists of all funding sources identified within Section 5. Project Funding of the Technical Check Form (Appendix 1). In signing this agreement, the **‘delivery partner’** is confirming that all identified funding sources are available for the implementation of this **‘infrastructure project’** within the timescales identified.
- 3.2 The **‘CIL funding’** for this **‘infrastructure project’** is the amount of the **‘total funding’** that has been allocated from CIL receipts. Provision of the **‘CIL funding’** for this **‘infrastructure project’** will be made by instalments.
- 3.3 This **‘CIL funding’** must only be used for the delivery of this **‘infrastructure project’** and its use must comply with the acceptable uses of CIL, as specified within the Planning Act and National CIL Regulations. For further information, please refer to the CIL: Project Management Guide.
- 3.4 The first instalment of **‘CIL funding’** will be provided following approval of the Technical Check Form, Project/Business Plan and signing of this Project Agreement for the **‘infrastructure project’**. Subsequent instalments will be linked to the delivery milestones identified within the Technical Check Form. These are as follows:

Milestone	Date of delivery	Agreed ‘CIL funding’ to be provided	Sign-off by a relevant Shropshire Council Member	Sign-off by ‘The Council’
1.				
2.				
3.				
4.				
5.				

- 3.5 Prior to the provision of each **‘CIL funding’** instalment, the **‘delivery partner’** must provide sufficient information to demonstrate that the appropriate milestone has been achieved within the agreed timescales and complete an invoice for the funding.
- 3.6 Evidence may include relevant invoices for works performed, photographic evidence of works completed or progress reports.
- 3.7 The required invoice is provided within Appendix 5 of the CIL: Project Management Guide. The completed invoice and supporting information can be:
- Emailed to: CIL@Shropshire.gov.uk; or
 - Posted to: Shropshire Council, CIL Team, Planning Policy - 5th Floor, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND
- 3.8 If appropriate, the milestone will then be signed off by **‘The Council’** and a relevant Shropshire Council Local Member (as determined by **‘The Council’**) for the **‘infrastructure project’**. The appropriate **‘CIL funding’** instalment will then be provided.
- 3.9 If milestones are not achieved by the specified date of delivery, **‘The Council’** reserves the right to withhold provision of the associated instalment until such time as the identified milestone is actually achieved.
- 3.10 If the **‘infrastructure project’** costs exceed that identified within the Technical Check Form (Appendix 1), **‘The Council’** would usually expect other funding sources to meet this over-spend. However, if alternative funding sources are unavailable, the **‘delivery partner’** can apply to **‘The Council’** for additional **‘CIL funding’**. Any such application would usually include:
- An indication of the amount required;
 - The reasons for the over-spend; and
 - A summary of alternative funding sources that have been pursued unsuccessfully.

- 3.11 Additional CIL funds will be provided at the sole discretion of **'The Council'** and will only occur where it deems that sufficient justification has been provided for any over-spend; it is satisfied that no alternative funding sources are available; and there are sufficient appropriate CIL funds available to cover the over-spend.
- 3.12 Withdrawal of any of the alternative funding sources identified within the Technical Check Form will not be considered sufficient justification for the provision of additional **'CIL funding'**.
- 3.13 Before the **'delivery partner'** wishes to make any changes to the **'infrastructure project'**, they must submit a request in writing to **'The Council'**. Dependent on the nature of these changes, **'The Council'** can request re-completion of the Technical Check Form and a revised Project/Business Plan to support an application for amendments. Approval of any changes to the **'infrastructure project'** is at the sole discretion of **'The Council'**.
- 3.14 Following completion of the **'infrastructure project'**, the **'delivery partner'** is required to declare the total cost of the **'infrastructure project'**. Any under-spend against the **'total funding'** for the project, must, if requested be returned to **'The Council'**. However this request cannot exceed the amount of **'CIL funding'** provided for the project. Any money returned, will be used to deliver other necessary infrastructure within the local area.
- 3.15 If **'The Council'** determines not to require repayment of any under-spend (where required in accordance with Paragraph 3.12), it must be utilised by the **'delivery partner'** to deliver another infrastructure priority identified within the relevant Place Plan for the area. This infrastructure project must comply with the Planning Act (2008) and National CIL Regulations (2010) as amended, definition of suitable uses for CIL income; will require completion of a project specific Technical Check Form, Project/Business Plan and Project Agreement and must be signed off by **'The Council'**.
- 3.16 Delivery of the completed **'infrastructure project'** must occur by the agreed **'date of delivery'**. If the **'delivery partner'** fails to deliver the project within these agreed timescales, **'The Council'** reserves the right to require repayment of all or part of the **'CIL funding'**. The amount of **'CIL funding'** required within this repayment will be determined by **'The Council'**, in light of the project milestones delivered and the **'delivery partners'** contribution to the overall **'infrastructure project'** delivery.

4. Specific Project Conditions

- 4.1 Where applicable:

5. Project Management Responsibilities

- 5.1 The **'delivery partner'** is responsible for the project management, including any costs arising from this process and delivery of the **'infrastructure project'**.
- 5.2 If they so choose, the **'delivery partner'** can transfer project management responsibilities to another project manager. However, the **'delivery partner'** is responsible for establishing this transfer of responsibilities and ultimately remains responsible for ensuring the successful delivery of the **'infrastructure project'** and appropriate use of the agreed **'CIL funding'**.

A template of an agreement that can be used when appointing an alternative delivery party has been provided within the CIL: Project Management Guide.

- 5.3 Following completion of the **'infrastructure project'**, the **'delivery partner'** is responsible for project sign off. It is recommended that project sign off occurs within x days of completion. A project sign off form is available within the CIL: Project Management Guide.

6. Communication Responsibilities

- 6.1 The **'delivery partner'** must notify **'The Council'** immediately of any circumstances that might result in:
- A milestone not being delivered by its identified date of delivery;
 - The withdrawal of any of the funding for this **'infrastructure project'**; or
 - The **'infrastructure project'** not being completed by the agreed **'date of delivery'**.
- 6.2 The **'delivery partner'** is also required to provide **'The Council'** with regular progress updates. These updates should occur:
- When requested by **'The Council'**;
 - At the date of delivery for each milestone; and
 - Upon completion of the project.
- 6.3 The **'delivery partner'** is expected to provide these updates to other relevant parties, including:
- The Shropshire Council Members for the area; and
 - The Shropshire Council Area Commissioners.
- 6.4 The **'delivery partner'** must maintain accurate and up to date records on the project, including copies of any related documentation, within the **Exacom: Project Management System**. This information will be used by **'The Council'** to inform reports on CIL income and spend. Further information on this system is available within the CIL: Project Management Guide.

7. General Responsibilities

- 7.1 The **'delivery partner'** is required to keep confidential, any information it becomes aware of by reason of their involvement within this **'infrastructure project'** and shall not use, divulge or communicate it to any third party without the consent in writing from **'The Council'**.
- 7.2 The **'delivery partner'** should implement appropriate organisational and technical measures to ensure the integrity and security of information obtained in relation to this **'infrastructure project'**, and shall at all times comply with the provisions of the Data Protection Act (1998).
- 7.3 The **'delivery partner'** must ensure compliance with the law in force at the time and all relevant legislation. This includes anti-discrimination and Equal Opportunities Requirements Health and Safety at Work Act (1974), the Race Relations Act (1976) and the Human Rights Act (1998).
- 7.4 The **'delivery partner'** must ensure that no aspect of the **'infrastructure project'** is or appears to be party political in intention, use or presentation.
- 7.5 The **'delivery partner'** is responsible for securing all relevant permissions, agreements, licences and land transfers, in order to allow implementation and completion of the **'infrastructure project'**.
- 7.6 The **'delivery partner'** must indemnify **'The Council'** against all reasonable damage liability costs, claims, actions and proceedings arising out of the implementation, delivery, defective delivery, use, operation or otherwise of this **'infrastructure project'**, and shall maintain a comprehensive policy of Public Liability Insurance to cover in respect of its liability in accordance with **'The Council's'** mandatory levels of £5 million Public Liability and £5 million Employers Liability.
- 7.7 **'The Council'** may cancel this Agreement if at any time, it becomes known to **'The Council'** that the **'delivery partner'** has offered, given or agreed to give any inducement or reward to any person or body in relation to the obtaining or execution of the contract, or any other contract with **'The Council'**; or favoured or discriminated against any person in relation to this or any other contract with **'The Council'**; or committed an offence in relation to any contract with **'The Council'** under the Prevention of Corruption Act 1889 to 1916 or Section 117(2) Local Government Act (1972) as amended.
- 7.8 Where the undertaking of any works in relation to this **'infrastructure project'** require access to premises, locations or activities involving children or vulnerable adults, the **'delivery partner'** must ensure that it follows the guidance of the Disclosure and Barring Service and the regulations relating to the Vetting and Barring Scheme.

8. Financial Administration

- 8.1 Section 151 of the Local Government Act 1972 requires Parish and Community Councils to make arrangements for the proper administration of their financial affairs and the Accounts and Audit (England) Regulations 2011 require systems for effective financial control. These requirements also apply when dealing with CIL Funds.

9. Publicity

- 9.1 The **'delivery partner'** is responsible for ensuring that all documentation and publicity material relating to the **'infrastructure project'** features the My Community Logo. Wherever reasonably practicable the role of **'The Council'** and **'CIL funding'** in the **'infrastructure projects'** delivery should be acknowledged within documentation and publicity material.
- 9.2 Following completion of the **'infrastructure project'**, the **'delivery partner'** is required to complete a project sign-off form, and return it to the Council. This should be accompanied by a written summary and endorsement of the project, reflecting on the collaboration with **'The Council'** and specifying how the **'infrastructure project'** will support the local community and development within the area. **'The Council'** may use this information in future publicity.
- The project sign-off form is available within the CIL: Project Management Guide. It is recommended that project sign off occurs within x days of the project completion date.*

10. State Aid and Procurement

- 10.1 Where a public body provides financial support to an undertaking, it is necessary to consider whether such support constitutes state aid. **'The Council'** will not provide **'CIL funding'** for an **'infrastructure project'**, where it would be considered state aid.
- 10.2 It is the responsibility of the **'delivery partner'** to ensure that once an **'infrastructure project'** has been agreed, their use of the **'CIL funding'** is not a form of 'state aid'.
- 10.3 Further guidance on state aid is available as an appendix within the CIL: Project Management Guide or from the Department for Business, Innovation & Skills (BIS) at: www.gov.uk/state-aid
- 10.4 Procurement of any project to be fully or partially funded through **'CIL funding'** must comply with **'The Council'** contract rules as specified within its Constitution, unless it is agreed in writing to use an alternative procurement policy.
- 10.5 It is the responsibility of the **'delivery partner'** to ensure that once an **'infrastructure project'** has been agreed, their use of the **'CIL funding'** complies with **'The Council'** Contract Rules as specified within its Constitution. Only in exceptional circumstances may an alternative procurement route outside of the Shropshire Council Contract Rules policy be applied and this must be agreed in writing with Shropshire Council prior to the commencement of a project. **'The Councils'** procurement policy is available at: <http://shropshire.gov.uk/doing-business-with-shropshire-council/>
- 10.6 In order to ensure compliance with EU Regulations on procurement, the services (design of infrastructure) or work (construction of infrastructure) cannot exceed EU procurement thresholds without meeting the requirements of the Regulations and the likely requirement for a competitive tendering process to be undertaken. These thresholds are £172,514.00 for goods and services and £4,322,012.00 for works.

11. Audit

- 11.1 Prior to the provision of each **'CIL funding'** instalment, the **'delivery partner'** must provide sufficient information to demonstrate that the appropriate milestone has been achieved within the agreed timescales. This may include relevant invoices for works performed, photographic evidence of works completed or progress reports. The milestone will then be signed off by **'The Council'** and a relevant Shropshire Council Local Member (as determined by **'The Council'**) for the **'infrastructure project'**.
- 11.2 **'The Council'** may perform spot checks on the project at any time. During a spot check the **'delivery partner'** must provide access to the **'infrastructure project'** and any information related to this **'infrastructure project'**.

- 11.3 The operation of CIL by **'The Council'** will, from time to time, be subject to internal audit. If this audit involves this **'infrastructure project'**, the **'delivery partner'** is required to provide information requested by the auditors in pursuance of their audit process.

12. Maintenance and disposal of any assets

- 12.1 Following completion of the **'infrastructure project'** the resulting infrastructure will be owned by **'the owner'**, specified within the Technical Check Form (Appendix 1).
- 12.2 It is the responsibility of **'the owner'** to ensure the continued maintenance and operation of the **'infrastructure project'**, through either direct management of the infrastructure, establishment of a maintenance company, or transferral of the asset to an alternative party. The maintenance approach must be agreed by **'The Council'**, unless it is **'The Council'**.
- 12.3 ***Any projects funded through use of the 'CIL funding' must be retained for community benefit.***
- 12.4 If the **'infrastructure project'** undergoes substantial change or a change of owner during its useful economic life, **'the owner'** must notify **'The Council'** and where requested by **'The Council'** repay the **'CIL funding'** and an appropriate level of interest to **'The Council'**, to be used as CIL funding for other appropriate infrastructure projects.
- 12.5 A substantial change is defined as being used for purposes other than those specified in the Technical Check Form. The useful economic life of an **'infrastructure project'** is taken to be 20 years, unless otherwise agreed in writing by **'The Council'** within this agreement.
- 12.6 This liability to repay **'CIL funding'** and appropriate interest can be secured by way of a local land charge or any other mechanism **'The Council'** may wish to employ.

13. Annual Reporting Requirements

- 13.1 To ensure transparency, use of CIL is subject to annual reporting requirements. The **'delivery partner'** must provide the information necessary to include this **'infrastructure project'** within the annual report. In order to do this they must complete an Annual Monitoring Form for each financial year that the infrastructure project is taking place. This form must be received by Shropshire Council no later than the 30th September of each year.
- 13.2 By completing this Agreement, the **'delivery partner'** confirms that they are happy for any reports produced regarding this project to include their information and contact details.

14. Clawback and Termination

- 14.1 This agreement may be terminated by **'The Council'** prior to the completion of the **'infrastructure project'** in the following circumstances:
- If the **'delivery partner'** fails to complete the **'infrastructure project'** by the agreed **'date of delivery'**.
 - If the **'delivery partner'** fails to meet its commitments within this agreement, including securing all funding sources identified within the Technical Check Form.
 - If the **'delivery partner'** becomes the subject of a voluntary arrangement under Section 1: Insolvency Act (1986); has a receiver manager, administrator, or administrative receiver appointed over all or any parts of its undertakings, assets, or income; has passed a resolution for its winding up; has a petition presented to any court for its winding up, or for an administration order; or if any distraint execution or other process is levied or enforced on any property of the other and is not paid out, withdrawn or discharged within 14 days.
- 14.2 In the event of this agreement being terminated by **'The Council'**, no further provision of **'CIL funding'** to the **'delivery partner'** will be made. The **'delivery partner'** may also be required to repay **'The Council'** all or part of the **'CIL funding'** already received. Although the amount to be repaid cannot exceed:
- The **'CIL funding'** provided for the **'infrastructure project'**; or
 - The remaining **'total funding'** available after existing liabilities incurred during the **'infrastructure project'** have been resolved.

COMMUNITY INFRASTRUCTURE LEVY (CIL) CIL: Project Agreement

1. Provision of CIL Funding:

- 1.1 Where **'The Council'** currently holds bank details for the **'delivery partner'**, as you have previously received a payment from Shropshire Council, provision of **'CIL funding'** will normally be made to this bank account.
- 1.2 If the **'delivery partner'** has not previously received a payment from **'The Council'**, or you wish the payment to go into a separate/different bank account, please complete the Delivery Partner Bank Account Details Form and return it separately to the address provided below:
- 1.3 If you are unsure of whether **'The Council'** has your bank details, please contact the Payments Team by:
 Emailing: purchase.ledger@shropshire.gov.uk
 Phoning: 01743 252 184
 Writing to: Payments Team, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND
- 1.4 Please Note: **'CIL funding'** will only be paid into a bank account in the name of the **'delivery partner'**, and not a private bank account.

Delivery Partner Bank Account Details Form

Delivery Partner Name:	
Delivery Partner Address:	
Bank Name:	
Bank Address:	
Branch Sort Code:	
Bank Account Number (8 Digits):	
Email Address for Remittances:	

Name:	Date:
Signed:	Position:

(Authorised signatory on behalf of the 'delivery partner')

Name:	Date:
Signed:	Position:

(Authorised signatory on behalf of the 'delivery partner')

Once completed, please return to:

Post: Payments Team,
 Shirehall,
 Abbey Foregate,
 Shrewsbury,
 SY2 6ND

Or Email: purchase.ledger@shropshire.gov.uk

APPENDIX 5: INVOICE

1. Infrastructure Project Details

Delivery Partner:			
Infrastructure Project:			
Project Reference:		Milestone Number:	
Invoice Reference: (Project Reference – Milestone Number)			
CIL Funding:		Total Funding:	
Date of Approval:		Date of Completion:	

2. Milestone Progress

- 1.5 Prior to the provision of each ‘**CIL funding**’ instalment, the ‘**delivery partner**’ must provide sufficient information to demonstrate that the appropriate milestone has been achieved within the agreed timescales and complete this invoice.
- 1.6 Evidence may include relevant invoices for works performed, photographic evidence of works completed or progress reports. ***This evidence should accompany this Invoice.***
- 1.7 If appropriate, the milestone will then be signed off by ‘**The Council**’ and a relevant Shropshire Council Local Member (as determined by ‘**The Council**’) for the ‘**infrastructure project**’. The appropriate ‘**CIL funding**’ instalment will then be released.

To be completed by the delivery partner:				To be completed by The Council:	
Milestone		Date of delivery	Agreed ‘CIL funding’ for milestone	Sign-off	
No	Description			Relevant Shropshire Council Member	‘The Council’

3. Bank Details

- 3.1 If the ‘**delivery partner**’ has changed their details since the commencement of the ‘**infrastructure project**’, please complete the **Delivery Partner Bank Account Details Form** available within Appendix 4 of the CIL: Project Management Guide.
- 3.2 Please Note: ‘**CIL funding**’ will only be paid into a bank account in the name of the ‘**delivery partner**’, and not a private bank account.

4. Sign Off

Name:	Date:
Signed:	Position:

(Authorised signatory on behalf of the ‘delivery partner’)

Name:	Date:
Signed:	Position:

(Authorised signatory on behalf of the ‘delivery partner’)

Once completed, please return to:

Post: Shropshire Council, CIL Team, Planning Policy - 5th Floor,
Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND

Email: CIL@Shropshire.gov.uk

FOR OFFICE USE ONLY

CHECKLIST

Checklist	
A. Has the 'delivery partner' provided all the required information within this invoice?	Yes <input type="checkbox"/> No <input type="checkbox"/>
B. Has the 'delivery partner' delivered the milestone linked to this CIL funding instalment with the agreed timescales?	Yes <input type="checkbox"/> No <input type="checkbox"/>
C. Has a Relevant Shropshire Council Member approved provision of this CIL funding instalment?	Yes <input type="checkbox"/> No <input type="checkbox"/>
D. Has an appropriate representative of 'The Council' approved provision of this CIL funding instalment?	Yes <input type="checkbox"/> No <input type="checkbox"/>

INVOICE DETAILS

Invoice Reference:	Invoice Date:	(£) Net Amount	(£) VAT Amount	VAT Code	Finance Code
<div></div>	<div></div>				COST CENTRE: <div></div>
<div></div>	<div></div>				SUBJECTIVE: <div></div>
<div></div>	<div></div>				
	Invoice Total:			Total Amount Authorised:	£

AUTHORISING OFFICER:

Certified that invoice(s) is correct for payment in accordance with financial rules.

Name:.....	Date: ____/____/____
Signed:.....	<div></div>

PURCHASE LEDGER USE ONLY

Supplier Code:
<div></div>

APPENDIX 6: STATE AID FORMS

DRAFT

APPENDIX 7: NEIGHBOURHOOD FUND ANNUAL MONITORING FORM

Town and Parish Councils must produce an **Annual Monitoring Form** on CIL receipts and expenditure for each financial year following receipt of CIL funding. The **Annual Monitoring Form** must be received by Shropshire Council no later than the 30th September of each year.

Section 10. Town or Parish Council Details	
Town or Parish Council:	
Place Plan Area:	
Financial Year:	

Section 11. Contact Details – Project Manager	
Name:	
Organisation:	
Email Address:	
Phone Number:	
Address and Postcode:	

Section 12. Infrastructure Project Funding – Per Financial Year					
	CIL funds received ¹	Total CIL funds available ²	CIL funds allocated ³	CIL funds spent ⁴	CIL funds retained ⁵
Neighbourhood Fund:	£	£	£	£	£
Strategic Fund:	£	£	£	£	£
Local Fund:	£	£	£	£	£
Total CIL Fund:	£	£	£	£	£

¹ CIL funds received within the financial year.

² Total CIL funds available, including funds retained from previous financial years.

³ CIL funds allocated to a project

⁴ CIL funds spend on a project within the financial year.

⁵ CIL funds retained for spend in a subsequent financial year.

Please Note: If Neighbourhood Funds are not used to support development as specified within this Guidance, or within five years of receipt, Shropshire Council can require repayment of the monies.

Section 13. Summary of Expenditure – Projects Allocated, Implemented or Completed using CIL funds	
Project 1:	
Project 2:	
Project 3:	
Project 4:	

Section 14. Signed - Off	
Town or Parish Clerk:	Date:
Town or Parish Chair:	Date:
Shropshire Councillor:	Date:

APPENDIX 8: PROJECT SPECIFIC CIL ANNUAL MONITORING FORM

An **Annual Monitoring Form** must be produced by a delivery partner for each financial year that the infrastructure project is taking place. The **Annual Monitoring Form** must be received by Shropshire Council no later than the 30th September of each year.

12. Infrastructure Project Details	
Delivery Partner:	
Infrastructure Project:	
Project Reference:	
Place Plan Area:	
Date:	

13. Infrastructure Project Funding					
	Allocated to project	Received for the project	Spent on the project	Retained:	
				Future Spend	Following Completion
Total CIL Fund:	£	£	£	£	£
Other Funding:	£	£	£	£	£

14. Summary of Expenditure – Use of CIL funds on the project
<div style="height: 200px; border: 1px solid black; position: relative;"> <div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%) rotate(-45deg); opacity: 0.3; font-size: 100px; pointer-events: none;">DRAFT</div> </div>

15. Signed - Off	
Delivery Partner:	Date:
Delivery Partner:	Date:

APPENDIX 9: CIL PROJECT SIGN OFF FORM

PROJECT NAME:

PLACE PLAN AREA:

PROJECT MANAGER AND CONTACT DETAILS:

DATE PROJECT COMPLETED:

PROJECT OUTCOMES ACHIEVED:

COMPLETED PROJECT COST:

TOTAL FUNDING AND FUNDING SOURCES PROJECT RECEIVED:

AMOUNT OF ANY CIL MONIES UNSPENT:

SIGN OFF:

Name:

Date:

Signed:

Position:

(Authorised signatory on behalf of the 'delivery partner')

Name:

Date:

Signed:

Position:

(Authorised signatory on behalf of the 'delivery partner')

Alan & Margaret Hodgson

*3, Corbet Drive
Adderley
Market Drayton
Shropshire
TF9 3LW*

Tel: 01630 655382

*Libby Barr
Managing Director Sales & Service
BT Customer Correspondence Centre
Providence Row
DURHAM
DH98 1BT*

Dear Libby

After being with TalkTalk for a number of years we switched to BT Broadband last Tuesday, the 18th Feb. Today the 25th Feb BT have conceded that they now cannot provide the service promised following a visit from BT Open Reach yesterday. As a result under order number VOL012-886481173578 the broadband element of our package has been cancelled obviously at no cost, but considerable inconvenience, to ourselves.

Why therefore am I writing to you with a copy to our local MP.

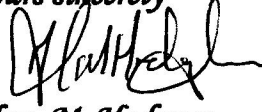
Up until mid November we had received a broadband service albeit at a slow speed through TalkTalk. From that point and completely since just before Christmas we have not been able to establish a contact. As a result of talking to yourselves and Open Reach we were told that we should be able to get around 1Mgb. Although I was not concerned about the speed, I simply wanted Broadband, I cancelled with TalkTalk and took out the contract with yourselves. Why is it that we could get a service up until Nov and now despite switching to yourselves we cannot get anything. I appreciate we are in a remote corner of North Shropshire and are a considerable distance from an exchange but other properties in our village still have a service and ourselves and our neighbours cannot get anything. Our house has not moved any further away from the exchange so my premise is that there must be a fault on the line that BT are not prepared to spend the money on to resolve. This does not in my opinion reflect well on our national telephone service.

I am quite prepared to continue with our telephone line and facilities and would be happy to go back to BT for broadband as soon as you are able to re-instate our service.

We are at times a very forgotten village in North Shropshire and at some point in the distant future will receive high speed broadband - probably as normal last in the queue. At the moment I would be quite happy to receive the service we had up until the end of last year - so why cannot you at least provide that.

On a final and more minor point I do believe that you could do a lot to improve your telephone answering service which has given me many frustrating hours lost in the last few days. There are too many numbers and a lack of clarity on what should be used for what purpose.

Yours sincerely

 . Feb 25th 2014
Alan. M. Hodgson

Copy to: Owen Patterson MP

Marius Coulon: Adderley Parish Council

Marius:

Bit of a personal gripe but it does affect other parishioners. I believe you have a meeting tomorrow.

You should also be aware that in the schools recent Ofsted report, which was good with a number of 'outstanding' comments, there was a comment about the effect of lack of broadband for pupils in the village.

By the ways - lights are working.