

**DATED \_\_\_\_\_ 2023**

**CIL GRANT AGREEMENT**

**Between**

**CHESTERFIELD BOROUGH COUNCIL**

**and**

**DERBYSHIRE COUNTY COUNCIL**

**GRANT AGREEMENT FOR THE TRANSFER OF COMMUNITY  
INFRASTRUCTURE LEVY (CIL) MONIES TO DERBYSHIRE  
COUNTY COUNCIL**

**CHESTERFIELD CANAL TOWPATH**

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THIS AGREEMENT is dated

2023

## **PARTIES**

- (1) **CHESTERFIELD BOROUGH COUNCIL** of Town Hall, Rose Hill, Chesterfield, Derbyshire S40 1LP ("**Borough Council**")
- (2) **DERBYSHIRE COUNTY COUNCIL**, whose principal address is at the County Hall Matlock, Derbyshire DE4 3AG ("**County Council**").

## **BACKGROUND**

- (A) The Borough Council is the local authority responsible for levying the Community Infrastructure Levy ("CIL") in the area.
- (B) The Borough Council has collected CIL payments in accordance with its charging schedule and has considered in respect of the year 2020 an application by the County Council dated and submitted December 2020 for a payment to fund infrastructure at the Chesterfield Canal Towpath.
- (C) By its decisions on 20<sup>th</sup> July 2021 and 21<sup>st</sup> June 2022 the Borough Council's Cabinet has approved payment of the Grant to the County Council from CIL funds.
- (D) This Agreement sets out the terms and conditions on which the Grant is made by the Borough Council to the County Council.
- (E) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

## **AGREED TERMS**

### **1. DEFINITIONS**

In this Agreement the following terms shall have the following meanings:

**Commencement Date:** the date of this Agreement.

**Borough Council Representative:** the individual who has been nominated to represent the Borough Council for the purposes of this Agreement.

**Grant:** the sum of £108,000.00 to be paid to the County Council in accordance with this Agreement.

**Grant Period:** the period for which the Grant is awarded starting on the Commencement Date and ending on 30<sup>th</sup> September 2025.

**Interest:** interest accrued from the date of receipt of payment from the Council to the date of repayment at base rate of the Bank of England.

**Law:**

- (i) any applicable statute or proclamation or any delegated or subordinate legislation or regulation;
- (ii) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;
- (iii) relevant government guidance; and

in each case in force in England and Wales.

**Party:** a party to this Agreement and “Parties” shall be interpreted accordingly.

**Prohibited Act:** means:

- (a) directly or indirectly offering, promising or giving any person working for or engaged by the Borough Council or County Council a financial or other advantage to:
  - (i) induce that person to perform improperly a relevant function or activity; or
  - (ii) reward that person for improper performance of a relevant function or activity;
- (b) directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant functions or activity in connection with this Agreement;
- (c) committing any offence:
  - (i) under Section 117(2) of the Local Government Act 1972;
  - (ii) under the Bribery Act;
  - (iii) under legislation creating offences concerning fraudulent acts;
  - (iv) at common law in respect of fraudulent acts relating to this Agreement or any other contract with the Borough Council; or
  - (v) defrauding or attempting to defraud or conspiring to defraud the Borough Council.

**Project:** the project described in Schedule 1.

**Project Manager:** the individual who has been nominated to represent the County Council for the purposes of this Agreement.

## **2. PURPOSE OF GRANT**

- 2.1 The County Council shall use the Grant only for the delivery of the Project including any and all associated costs reasonably and properly incurred by the County Council in connection with the Project in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Borough Council.
- 2.2 The County Council shall not make any significant change to the Project without the Borough Council's prior written agreement.

## **3. PAYMENT OF GRANT**

- 3.1 Subject to clause 9, the Borough Council shall pay the Grant to the County Council in accordance with the timetable set out in 0.
- 3.2 No Grant shall be paid unless and until the Borough Council is:
- (a) in receipt of cleared CIL funds sufficient to make the payment;
  - (b) satisfied that such payment will be used for proper expenditure in the delivery of the Project; and
  - (c) in receipt of all necessary reports as set out in clause 6.2.
- 3.3 The amount of the Grant shall not be increased in the event of any overspend by the County Council in its delivery of the Project.
- 3.4 Where the County Council intends to apply to a third party for other funding for the Project, it will notify the Borough Council in advance of its intention to do so and, where such funding is obtained, it will provide the Borough Council with details of the amount and purpose of that funding. The County Council agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Borough Council is funding in full under this Agreement.
- 3.5 The County Council shall promptly repay to the Borough Council any money incorrectly paid to it either as a result of an administrative error or otherwise together with Interest accrued from time to time for the period from the date of payment to the date of repayment. This includes (without limitation) situations where either an incorrect sum of

money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the County Council.

#### **4. USE OF GRANT**

4.1 The County Council shall not use the Grant to:

- (a) make any payment to members of the County Council;
- (b) purchase buildings or land; or
- (c) pay for any expenditure commitments of the County Council entered into before the Commencement Date,

unless this has been approved in writing by the Borough Council. For the avoidance of doubt the Borough Council acknowledges and agrees:

- (i) that the Project is for resurfacing of the canal towpath; and
- (ii) that the legitimate expenditure incurred in relation to the Project prior to the Commencement Date identified in Schedule 2 will be eligible expenditure for the purposes of this Agreement.

4.2 The County Council shall not spend any part of the Grant on the delivery of the Project after the Grant Period.

4.3 Should any part of the Grant remain unspent at the end of the Grant Period, the County Council shall repay the same plus interest to the Borough Council.

#### **5. ACCOUNTS AND RECORDS**

5.1 The Grant shall be shown in the County Council's accounts as a restricted fund and shall not be included under general funds.

5.2 The County Council shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.

5.3 The County Council shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Borough Council shall have the right to review, at the Borough Council's reasonable request, the County Council's accounts and records that relate to the expenditure of the

Grant and shall have the right to take copies of such accounts and records.

- 5.4 The County Council shall comply and facilitate the Borough Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Borough Council.

**6. MONITORING AND REPORTING**

- 6.1 The County Council shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 6.2 The County Council shall provide the Borough Council with a financial report and an operational report on its use of the Grant and delivery of the Project in such formats as the Borough Council may reasonably require. The County Council shall provide the Borough Council with each report within 10 business days of:
- (a) a pre-start report detailing the works, the quote provided and indicative timescales for delivery
  - (b) Conclusion of the construction phase and Project completion
- 6.3 The County Council shall on request provide the Borough Council with such further information, explanations and documents as the Borough Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.4 The County Council acknowledges that any delay in delivering the reports required by clause 6.2 of this Agreement or any further information, explanations or documentation required by clause 6.3 of this Agreement is likely to delay payment of the Grant to the County Council.
- 6.5 The County Council shall permit any person authorised by the Borough Council such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the County Council's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.

- 6.6 If the Borough Council is not satisfied with the progress of the Project or the information provided by the County Council in accordance with Clauses 6.2 or 6.3 the Borough Council may serve written notice on the County Council requiring a review meeting to be held between the Project Manager and the Borough Council's Representative within 14 days of the date of the notice at which the Borough Council's concerns will be discussed and, if possible, resolved. If resolution is not possible at the review meeting the matter may be dealt with using the Dispute Resolution procedure set out in Clause 18.

## **7. FREEDOM OF INFORMATION**

The Parties acknowledge that each of the Parties are subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 and shall promptly assist and co-operate with the other Party (at their own expense) to enable the other Party to comply with information disclosure requirements and applicable law.

## **8. DATA PROTECTION**

- 8.1 For the purposes of this clause 8 "Data Protection Legislation" means: (i) the UK GDPR, the Data Protection Act 2018 and any other national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the UK GDPR or the Data Protection Act 2018.
- 8.2 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8.2 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

## **9. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT**

- 9.1 The Borough Council's intention is that the Grant will be paid to the County Council in full. However, without prejudice to the Borough Council's other rights and remedies, the Borough Council may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- (a) the County Council uses the Grant for purposes other than those for which they have been awarded;
  - (b) the delivery of the Project does not start within six months of the Commencement Date and the County Council has failed to



provide the Borough Council with a reasonable explanation for the delay;

- (c) the Borough Council considers that the County Council has not made satisfactory progress with the delivery of the Project or is incapable of or unlikely to be able to carry out its obligations under this Agreement;
- (d) the County Council, in the reasonable opinion of the Borough Council, fails to provide satisfactory evidence of its expenditure on the Project;
- (e) the County Council is, in the reasonable opinion of the Borough Council, delivering the Project in a negligent or fraudulent manner;
- (f) the County Council obtains duplicate funding from a third party for the Project other than funding that the County Council has notified to the Borough Council in accordance with Clause 3.4;
- (g) the County Council provides the Borough Council with any materially misleading or inaccurate information;
- (h) the County Council commits or has committed a Prohibited Act;
- (i) the County Council sells or otherwise disposes of the land or buildings on/in which the Project is to be carried out (whether in whole or in part) (which for the avoidance of doubt includes the creation or permission of any mortgage, charge, pledge, lien or other incumbrance) without the prior written permission of the Borough Council;
- (j) any member or employee of County Council has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Borough Council, bring or are likely to bring the Borough Council's name or reputation into disrepute; or
- (k) the County Council fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.

9.2 Wherever under the Agreement any sum of money is recoverable from or payable by the County Council (including any sum that the County Council is liable to pay to the Borough Council in respect of any breach of the Agreement), the Borough Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the County Council under the Agreement or under any other agreement or contract with the Borough Council.

- 9.3 Should the County Council be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Borough Council's Representative as soon as possible so that, if possible, and without creating any legal obligation, the Borough Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Borough Council and the Grant monies.

## **10. LIMITATION OF LIABILITY**

- 10.1 The Borough Council accepts no liability for any consequences, whether direct or indirect, that may come about from the County Council running the Project, the use of the Grant or from withdrawal of the Grant. The County Council shall indemnify and hold harmless the Borough Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the County Council in relation to the Project, the Borough Council's obligations under CIL, the non-fulfilment of obligations of the County Council under this Agreement or its obligations to third parties.
- 10.2 Subject to clause 10.1, the Borough Council's liability under this Agreement is limited to the payment of the Grant.

## **11. WARRANTIES**

The County Council warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with the Borough Council's CIL obligations insofar as they relate to the Project;
- (d) it will obtain all necessary consents licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable the County Council to comply with its obligations under this Agreement;
- (e) ensure that the Project is completed within agreed timescales and/or milestones as further detailed in Schedule 2;
- (f) the Borough Council is not in any way liable for the actions of the County Council and the County Council will make this clear

to all its clients, suppliers, employees and volunteers, and anyone else with whom it deals.

- (g) it has and shall keep in place adequate procedures for dealing with any conflicts of interest.
- (h) It has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (i) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Borough Council immediately of any significant departure from such legislation, codes or recommendations;
- (j) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;

## **12. INSURANCE**

- 12.1 The County Council shall effect and maintain with a reputable insurance County Council a policy or policies in respect of all risks which may be incurred by the County Council, arising out of the County Council's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss.
- 12.2 If any insurance money is payable to the County Council in respect of the policies referred to in clause 13.1, the County Council shall cause all such insurance money to be laid out as soon as possible to rebuild and reinstate the Project and to make up any deficiency at the County Council's own expense.

## **13. DURATION**

- 13.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the County Council, whichever is longer.
- 13.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

**14. ASSIGNMENT**

- 15.1 The County Council may not, without the prior written consent of the Council, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.
- 15.2. If such consent is granted by the Borough Council, such consent shall not relieve the County Council from any liability or obligation under this Agreement and the County Council shall be responsible for the acts, omissions, defaults or negligence of its sub-contractors, agents or servants as fully as if they were acts, omissions, defaults or negligence of itself.
- 15.3. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. No person who is not a party to this Agreement (including any employee, officer, agent, representative or sub-consultant of either Party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Agreement which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the Parties which agreement must refer to this Clause.

**15. WAIVER**

No failure or delay by either Party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

**16. NOTICES**

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or mailed (first class postage prepaid) to the address of the relevant Party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing. For the avoidance of doubt for the purposes of this Agreement “in writing” does include email properly sent to the Parties representatives under this Agreement .

**17. DISPUTE RESOLUTION**

- 17.1 In the event of any complaint or dispute (which does not relate to the Borough Council's right to withhold funds or terminate) arising between the Parties to this Agreement in relation to this Agreement the matter should first be referred for resolution by the Project Manager and the Borough Council's Representative or any other individuals nominated by the Parties from time to time.
- 17.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager and Borough Council's Representative or other nominated individuals, as the case may be, either Party may refer the matter to the Service Director Economic Growth of the Borough Council and the Strategic Director Economy, Transport and Environment of the County Council with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Borough Council and the County Council.
- 17.3 In the absence of agreement under clause 17.2, the Parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both Parties). Unless otherwise agreed, the Parties shall bear the costs and expenses of the mediation equally.

**18. NO PARTNERSHIP OR AGENCY**

This Agreement shall not create any partnership or joint venture between the Borough Council and the County Council, nor any relationship of principal and agent, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party.

**19. JOINT AND SEVERAL LIABILITY**

Where the County Council is not a County Council nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the County Council shall be jointly and severally liable for the County Council's obligations and liabilities arising under this Agreement.

**20. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the law of England and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

This document has been signed and is delivered and takes effect on the date stated at the beginning of it.

**SIGNED for and on behalf of  
CHESTERFIELD BOROUGH COUNCIL  
(the BOROUGH COUNCIL)**

.....  
**Signature**

.....  
**Authorised Signatory**

.....  
**Date**

**SIGNED for and on behalf of  
DERBYSHIRE COUNTY COUNCIL  
(the COUNTY COUNCIL)**

.....  
**Signature**

.....  
**Director of Legal Services**

.....  
**Date**

.....  
**Signature**

.....  
**Strategic Director of Childrens Services**

.....  
**Date**

## **Schedule 1 The Project**

Resurfacing of the canal towpath, as detailed in the two CIL funding applications attached to this Agreement (and approved by the Borough Council (in its capacity as the CIL Authority on [20th July 2021 and 21<sup>st</sup> June 2022]; and summarised in the Project Summary (submitted 3<sup>rd</sup> November 2023), with the extent of the proposed works shown on 'Bilby Lane – Hollingwood Lock Plan' (2<sup>nd</sup> November 2023), and 'Tapton Lock – Brimington Road Plan' (2<sup>nd</sup> November 2023)

The County Council will perform the role as client under the Construction (Design and Management) Regulations 2015 and will make all necessary appointments as required. The Borough Council will not perform any designated role under the Construction (Design and Management) Regulations 2015 unless specifically appointed in writing to do so by the County Council.

The County Council, through its appointments, will secure all required approvals and consents necessary for the completion of the Project, including but not limited to public footpath closures whilst the works are ongoing, and any relevant planning permissions.

## **Schedule 2 Payment Schedule**

1. Payment is to be made by the Borough Council to the County Council in full, on commencement, subject to the provisions in section 3.2.
2. No expenditure was incurred by the County Council in relation to the Project prior to the Commencement Date





**Chesterfield Borough Council  
Community Infrastructure Levy  
(Strategic Portion)**

**Funding Application Form**

**2020**

**Application Form 2020**

**Part 1 – About Your Organisation**

1. Organisation Name:

Derbyshire County Council

3. Address:

County Hall, Matlock DE4 3AG

4. Your name and position in the organisation:

Jonathan Tilley – Assistant Area Manager, Countryside Service

5. Your contact details:

Address: Tapton Lock Visitor Centre, Lockoford Lane, Chesterfield S41 7JB

Telephone Number: 01629 533020

E-mail: jonathan.tilley@derbyshire.gov.uk

## Part 2 – About Your Project

6. Please describe your project, including:

Nature of the project:  
To ensure that the Chesterfield Canal towpath is fit for purpose as a strategic link in the towns cycling connectivity plans.

Problem(s) the project will address:  
Poor and narrowing condition of towpath cycleway that is not conducive to promoting and developing sustainable off road travel.

Project objectives:  
Resurfacing of the canal towpath

Project outputs:  
A fit for purpose cycleway that is free from puddling and mud which supports healthy recreation and sustainable travel.

7. Which specific development or area of Chesterfield will your project support or benefit?

The canal towpath is a strategic link for cycle connectivity across the whole borough will therefore support all areas of Chesterfield but most specifically the waterside development and the two major developments within the Staveley regeneration area.

8. Briefly describe how the scheme will support and benefit development by funding the provision, improvement or replacement of infrastructure, including an explanation of how this support is necessary

The Chesterfield Canal towpath and Trans Pennine Trail form a 10 mile loop across the north and east of the borough. The canal towpath accounts for 4 miles of this loop and is a strategic link in cycling

connectivity. The trail loop provides vital off road links between the borough's communities and into the town centre. It is essential for the travel plans of many future developments and significantly for major housing development. Developments in construction at Inkersall and Brimington have cited the trail's importance to sustainable travel as do future proposals along the Staveley regeneration corridor adjacent to the canal. These developments collectively will place hundreds of new dwellings right on the doorstep of the trail and thousands of new users on the canal towpath. Closer to the town centre, development associated with the rail station and Waterside will benefit hugely from a fit for purpose cycleway that runs through the centre of the borough. The scheme will support development by upgrading infrastructure to a standard that is necessary to increase the numbers of people cycling and walking for recreation, health and travel.

9. Will any areas beyond Chesterfield Borough be affected by the project, positively or negatively? Yes/No (If Yes, please provide details)

Yes. By way of the Trans Pennine Trail, areas in South Yorkshire will connect to the towpath and benefit from having an excellent traffic free route into the Staveley area and further into Chesterfield town centre.

10. Key Stakeholders and Dependencies

Chesterfield residents  
 South Yorkshire residents  
 Businesses & enterprise areas  
 Commuters  
 Developers  
 Trans Pennine Trail  
 Sustrans  
 DCC Key Cycle Network  
 CBC Chesterfield Strategic Cycling Network

**Part 3 – Project Costs (including VAT)**

11. Please provide summary of Project costs, together with the specific elements for which you are requesting CIL funding?

<b>Expenditure Headings</b>	<b>Total cost of project or element (£)</b>	<b>Amount requested from CIL (£)</b>
<i>Chesterfield Canal Towpath Resurfacing: Total project costs</i>		

<i>are being requested. Should CIL funds be unable to account for total costs the towpath sections are prioritised as follows.</i>		
1. Bilby lane – Hollingwood Hub	70, 000	70, 000
2. Station Rd - Bluebank lock cycle track	60, 000	60, 000
3 Tapton lock – Station Road	51, 500	51, 500
4. Hollingwood Hub – Mill Green	76, 500	76, 500
5. Brimington Road – Tapton Lock	37, 750	37, 750
6. Bluebank Lock – Bilby Lane	20 000	20 000
<b>Total</b>	<b>315, 750</b>	<b>315, 750</b>

12. How will the project be funded in future years?

The canal towpath is managed by Derbyshire County Council's Countryside Service who will provide inspection, minor maintenance and associated asset management over future years.

13. Please list any other funding sources which will support the infrastructure project:

Expenditure Headings	Funder	Amount Applied For (£)	Amount agreed by funder (£)	Funding confirmed? (Yes/No)

14. Please indicate any non-financial match funding available e.g. in kind contributions

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15. What will be the impact on your project if CIL cannot fully fund your proposal?

Further deterioration of the cycleway and a less secure maintenance plan as alternative funding options ensures the project will be scrutinised and prioritised against a county agenda of cycleway maintenance.

16. Local Plan Objectives

<https://www.chesterfield.gov.uk/media/148999/adopted-local-plan-core-strategy.pdf>

To which of the following Local Plan objectives would the project contribute towards?  
(please tick)

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="radio"/> S1: Minimise greenhouse gas emissions in line with Government targets, increase the use of renewable energy and help the borough adapt to the effects of climate change.                     |
| <input type="checkbox"/>            | <input type="radio"/> S2: Provide sites for 7600 homes to be built between 2011 and 2031 to meet the housing requirement for Chesterfield borough  |
| <input checked="" type="checkbox"/> | <input type="radio"/> S3: Support the growth, vitality and viability of Chesterfield and Staveley town centres and the borough's district and local centres.   |
| <input type="checkbox"/>            | <input type="radio"/> S4: Adopt the approach to flood risk set out by the Government in allocating land for development, so that risk of flooding at existing and new properties is reduced.                       |
| <input type="checkbox"/>            | <input type="radio"/> S5: Deliver significant amounts of affordable and adaptable housing to meet identified needs.  |
| <input type="checkbox"/>            | <input type="radio"/> S6: Provide 79 ha of new employment land between 2011 and 2031   |
| <input type="checkbox"/>            | <input type="radio"/> S7: Promote a net gain in biodiversity and protect and improve the borough's key green infrastructure assets and landscape character   |
| <input type="checkbox"/>            | <input type="radio"/> S8: Ensure that new development is designed to a high standard, promotes architectural quality, protects and enhances the borough's historic environment and reflects local distinctiveness. |
| <input checked="" type="checkbox"/> | <input type="radio"/> S9: Tackle traffic congestion, improve air quality, secure strategic improvements to the transport system in the borough and enable healthier and more sustainable transport choices.        |
| <input checked="" type="checkbox"/> | <input type="radio"/> S10: Ensure that all development is supported by appropriate and inclusive infrastructure provision.   |
| <input type="checkbox"/>            | <input type="radio"/> S11: Maintain and enhance the Green Belt.  |
| <input type="checkbox"/>            | <input type="radio"/> S12: Restore the Chesterfield Canal to a navigable state along all its length within the borough.  |

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### Part 3 – Delivery Details

17. **Delivery Timescales**

Please provide details of projected timescales for project delivery (including each key phase)

Project phase	Projected Start date (year)	Projected End date (year)
Feasibility stage	2021/22	2021/22
Design stage	2021/22	2021/22
Construction phase	2021/22	2021/22

19. Who will deliver the project? (e.g. applicant body or a 3<sup>rd</sup> party)

Applicant.

20. What consents are needed to deliver the project? e.g. planning permission.  
How is it intended that such consents will be secured and over what timescales?

None

21. Describe how any revenue/maintenance costs, if not covered by the sought CIL funds, will be funded for the lifetime of the project.

Future maintenance options are by application to Local transport Plan funding although applications in any given year is not guaranteed.

22. Will the scheme be on public or private land and has the landowner(s) given permission for the project to proceed? Please provide details of support.

All land is owned by Derbyshire County Council.

23. If it is intended that the Borough Council would be responsible for delivery or any future maintenance, has the project been discussed with the relevant Council department that would be responsible for delivery and/or future maintenance? Please provide details:

N/A

24. Please provide links to any external resources or sources of evidence in support of the project

Please also see attached support from Trans Pennine Trail office.

**Part 4: Summary of Project Risks**

<b>Description of Risk</b>	<b>Impact</b> (Low Medium High)	<b>Likelihood</b> (Low Medium High)	<b>Mitigating Action</b> (Low Medium High)	<b>Impact</b> (Low Medium High)	<b>Likelihood</b> (Low Medium High)
Failure to deliver in stated time	medium	low	Work prioritised in Countryside service 21/22 delivery plan	<b>Medium</b>	<b>low</b>

**Part 5: Submitting your application:**

Please submit your application and supporting documents by email to: [rick.long@chesterfield.gov.uk](mailto:rick.long@chesterfield.gov.uk).

For more information please contact:

**Rick Long, Infrastructure Planning Officer,  
Chesterfield Borough Council,  
Town Hall,  
Chesterfield,  
S40 1LP  
Tel: 01245 959710**

**Signature** 

**Date** 09/12/20



# Chesterfield Borough Council Community Infrastructure Levy (Strategic Portion)

## Funding Application Form 2021

### Application Form 2021

#### Part 1 – About Your Organisation

1. Organisation Name:

Derbyshire County Council

3. Address:

County Hall, Matlock DE4 3AG

4. Your name and position in the organisation:

Jonathan Tilley – Assistant Area Manager, Countryside Service

5. Your contact details:

Address: Tapton Lock Visitor Centre, Lockoford Lane, Chesterfield S41 7JB

Telephone Number: 01629 533020

E-mail: jonathan.tilley@derbyshire.gov.uk

## Part 2 – About Your Project

6. Please describe your project, including:

Nature of the project:

The project will improve and enhance the Chesterfield Canal towpath between Brimington Road and Station Road to ensure that it provides fit for purpose cycling opportunities that will support de-carbonising modal shift, health improvement outcomes and improved air quality. The towpath provides a vital strategic cycle route connecting the Staveley Rother corridor, the A61 corridor and the Chesterfield town centre and Station arrival areas

Problem(s) the project will address:

To effectively support modal shift the towpath needs to be usable for active travel in all weathers and at all times of the year. Improvements are required to ameliorate puddling and the build up of surface detritus that prevents all weather and all year use. The project will also widen the towpath where possible to support an increase in use.

Project objectives:

To resurface and widen the canal towpath cycle track.

Project outputs:

A fit for purpose cycleway free from puddling and detritus  
An increase in journeys made by bicycle and on foot  
Improved health and wellbeing to Chesterfield residents  
Support to the tourism economy  
Improved air quality  
Support the delivery of the Chesterfield Local Plan with regard to climate change, housing, employment, and tourism.

7. Which specific development or area of Chesterfield will your project support or benefit?

The Chesterfield Canal towpath and Trans Pennine Trail loop connect all the following development areas with one another and with the town centre and thus will benefit residents and users of all areas.

Staveley Rother Corridor: CHE/17/00644/OUT 590 dwellings  
CHE/19/00103/OUT 700

dwellings

Inkersall: CHE/19/00131/OUT 400 dwellings

Waterside: CHE/09/00662/OUT Mixed used  
regeneration scheme  
Chesterfield Station masterplan  
Chesterfield Town Centre  
A61 corridor

8. Briefly describe how the scheme will support and benefit development by funding the provision, improvement or replacement of infrastructure, including an explanation of how this support is necessary

The scheme will support modal shift and associated transport and health outcomes along the Staveley and Rother corridor by delivering convenient, safer and cleaner opportunities for walking and cycling along a strategically important conduit within the Chesterfield Strategic Cycle Network.

The provision of an upgraded sustainable travel route which runs parallel to the A61 for part of its length, will help to connect the both the Staveley local plan allocation for 1300 dwellings and the Staveley Town Deal area to the north, and the Waterside development to the south to the town centre and to the green wedges, strategic gaps and the wider countryside. This will maximise the opportunity to increase the number of new walking and cycling journeys associated with the delivery of major regeneration proposals along the Staveley and Rother Corridor. It will also provide a sustainable alternative to the proposed Chesterfield Regeneration Route.

This sustainable travel route will also link into the 'Station Arrival' section of the Chesterfield Town centre masterplan area providing walking and cycling links to the station.

The scheme will enhance resilience to climate change and support transport de-carbonisation and improved air quality along the Staveley and Rother corridor.

The Trans Pennine Trail and canal restoration are attracting additional visitors to the canal and the borough. The scheme will provide support for the visitor economy and help secure sustainable tourism development on the back of enhanced walking and cycling opportunities offered by the canal towpath and Trans Pennine Trail which provide a sustainable route across the town and beyond.

This project supports the ambitions in the Net Zero Strategy recently published by Government which as a key commitment states

'Increase the share of journeys taken by public transport, cycling and walking'. It also in line with ambitions of the Decarbonising Transport Strategy which iterates the Prime Minister's ambitious plans to boost cycling and walking, with a vision for half of all journeys in towns and cities to be walked or cycled by 2030. The project supports the vision where, 'cycling facilities, such as safer bike routes and more bike parking, will make it easier for people to cycle to their local railway station or high-frequency bus route, giving the same door-to-door travel as a car'.

9. Will any areas beyond Chesterfield Borough be affected by the project, positively or negatively? Yes/No (If Yes, please provide details)

Yes. By way of the Trans Pennine Trail, areas in South Yorkshire will connect to the towpath and benefit from having an excellent traffic free route into the Staveley area and further into Chesterfield town centre

10. Key Stakeholders and Dependencies

Chesterfield residents  
 Businesses & enterprise areas  
 Commuters  
 Developers  
 Tourism  
 Trans Pennine Trail  
 Sustrans  
 DCC Key Cycle Network  
 CBC Chesterfield Strategic Cycling Network  
 South Yorkshire residents

**Part 3 – Project Costs (including VAT)**

11. Please provide summary of Project costs, together with the specific elements for which you are requesting CIL funding?

<b>Expenditure Headings</b>	<b>Total cost of project or element (£)</b>	<b>Amount requested from CIL (£)</b>
<i>Resurfacing &amp; Improvements to Chesterfield Canal towpath Station Road to Brimington Road</i>	£88, 000	£38,000

<b>Total</b>	£88,000	£38,000

12. How will the project be funded in future years?

It is envisaged that future improvements will be funded by developer contributions, CIL and DCCs Highways Capital Programme.

13. Please list any other funding sources which will support the infrastructure project:

Expenditure Headings	Funder	Amount Applied For (£)	Amount agreed by funder (£)	Funding confirmed? (Yes/No)
Station Road to Brimington Road	DCC	£50, 000		No

14. Please indicate any non-financial match funding available e.g. in kind contributions

15. What will be the impact on your project if CIL cannot fully fund your proposal?

The project will not be delivered and submitted to the 2023/24 DCC Highways Capital Programme for consideration.

16. Local Plan Objectives

<https://www.chesterfield.gov.uk/media/148999/adopted-local-plan-core-strategy.pdf>

To which of the following Local Plan objectives would the project contribute towards?

(please tick)

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <ul style="list-style-type: none"><li>○ S1: Minimise greenhouse gas emissions in line with Government targets, increase the use of renewable energy and help the borough adapt to the effects of climate change.</li></ul>                     |
| <input type="checkbox"/>            | <ul style="list-style-type: none"><li>○ S2: Provide sites for 7600 homes to be built between 2011 and 2031 to meet the housing requirement for Chesterfield borough</li></ul>  |
| <input checked="" type="checkbox"/> | <ul style="list-style-type: none"><li>○ S3: Support the growth, vitality and viability of Chesterfield and Staveley town centres and the borough's district and local centres.</li></ul>   |
| <input type="checkbox"/>            | <ul style="list-style-type: none"><li>○ S4: Adopt the approach to flood risk set out by the Government in allocating land for development, so that risk of flooding at existing and new properties is reduced.</li></ul>                       |
| <input type="checkbox"/>            | <ul style="list-style-type: none"><li>○ S5: Deliver significant amounts of affordable and adaptable housing to meet identified needs.</li></ul>  |
| <input type="checkbox"/>            | <ul style="list-style-type: none"><li>○ S6: Provide 79 ha of new employment land between 2011 and 2031</li></ul>   |
| <input type="checkbox"/>            | <ul style="list-style-type: none"><li>○ S7: Promote a net gain in biodiversity and protect and improve the borough's key green infrastructure assets and landscape character</li></ul>   |
| <input type="checkbox"/>            | <ul style="list-style-type: none"><li>○ S8: Ensure that new development is designed to a high standard, promotes architectural quality, protects and enhances the borough's historic environment and reflects local distinctiveness.</li></ul> |
| <input checked="" type="checkbox"/> | <ul style="list-style-type: none"><li>○ S9: Tackle traffic congestion, improve air quality, secure strategic improvements to the transport system in the borough and enable healthier and more sustainable transport choices.</li></ul>        |
| <input checked="" type="checkbox"/> | <ul style="list-style-type: none"><li>○ S10: Ensure that all development is supported by appropriate and inclusive infrastructure provision.</li></ul>   |
| <input checked="" type="checkbox"/> | <ul style="list-style-type: none"><li>○ S11: Maintain and enhance the Green Belt.</li></ul>  |
| <input type="checkbox"/>            | <ul style="list-style-type: none"><li>○ S12: Restore the Chesterfield Canal to a navigable state along all its length within the borough.</li></ul>  |

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### Part 3 – Delivery Details

#### 17. Delivery Timescales

Please provide details of projected timescales for project delivery (including each key phase)

Project phase	Projected Start date (year)	Projected End date (year)
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<b>Feasibility stage</b>	<b>2022/23</b>	<b>2022/23</b>
<b>Design stage</b>	<b>2022/23</b>	<b>2022/23</b>
<b>Construction phase</b>	<b>2022/23</b>	<b>2022/23</b>

19. Who will deliver the project? (e.g. applicant body or a 3<sup>rd</sup> party)

Applicant

20. What consents are needed to deliver the project? e.g. planning permission.  
How is it intended that such consents will be secured and over what timescales?

None

21. Describe how any revenue/maintenance costs, if not covered by the sought CIL funds, will be funded for the lifetime of the project.

The project will be maintained by Derbyshire County Council's Countryside Service

22. Will the scheme be on public or private land and has the landowner(s) given permission for the project to proceed? Please provide details of support.

All land is owned by Derbyshire County Council.

23. If it is intended that the Borough Council would be responsible for delivery or any future maintenance, has the project been discussed with the relevant Council department that would be responsible for delivery and/or future maintenance? Please provide details:

N/A

24. Please provide links to any external resources or sources of evidence in support of the project

#### Part 4: Summary of Project Risks

Description of Risk	Impact (Low Medium)	Likelihood (Low Medium)	Mitigating Action (Low Medium)	Impact (Low Medium)	Likelihood (Low Medium)
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	High)	High)	High)	High)	High)
Failure to deliver in stated time	medium	low	Work prioritised in Countryside service 22/23 delivery plan	<b>Medium</b>	<b>low</b>

**Part 5: Submitting your application:**

Please submit your application and supporting documents by email to: [rick.long@chesterfield.gov.uk](mailto:rick.long@chesterfield.gov.uk).

For more information please contact:

**Rick Long, Infrastructure Planning Officer,  
Chesterfield Borough Council,  
Town Hall,  
Chesterfield,  
S40 1LP  
Tel: 01246 959710**

**Signature**

**Date xx/xx/23**