

# **Greater Manchester Combined Authority**

First Floor, Churchgate House 56 Oxford Street Manchester M1 6EU

Paul Clifford Oldham Council

8 February 2024

Dear Paul,

# BROWNFIELD INFRASTRUCTURE AND LAND FUNDING PROVISIONAL GRANT OFFER – SUBJECT TO CONTRACT

- I am pleased to tell you that, subject to Your Acceptance of the terms set out in this Provisional Grant Offer Letter, the Greater Manchester Combined Authority (GMCA; also referred to as "We" or "Us" or "Our") has approved a Provisional Grant Offer of Brownfield Infrastructure and Land Funding on the basis set out at Schedule 1.
- 2. Key milestones for the Project are set out at Schedule 2; A failure to maintain adherence to these milestones may result in the offer being withdrawn.
- 3. Payment of the Grant is subject to terms and conditions to be set out in a detailed Grant Agreement You will be required to enter into. A specimen Grant Agreement is attached to this letter as Appendix 1. Final Grant Agreements may include other conditions which are specific to the Project being funded. We reserve the right to review and amend the terms of the Grant and/or the Grant Agreement at Our absolute discretion.
- 4. The availability of the Grant will be subject to Us concluding, at Our absolute discretion, that the conditions set out in the Grant Agreement have been satisfied.
- 5. Any actions You take ahead of entering into the Grant Agreement and receiving Our confirmation that all relevant terms and conditions have been met are entirely at Your own risk.
- 6. This Provisional Grant Offer is subject to availability of the associated funding.
- 7. This Provisional Grant Offer is open for acceptance to 09:00 on Monday 26 February 2024, after which it will lapse.



## **Monitoring and Reporting**

- 8. This Offer is on the basis of the Project details set out at Schedule 1. This schedule has been populated using information provided in Your funding application. Please review this information for accuracy and, where there are errors, amend the Schedule You provide as part of Your Acceptance to include the best information that is currently available. We are not obliged to accept any changes from the information previously submitted.
- 9. Key milestones for the Project are set out at Schedule 2. This schedule has been partially populated using information provided in Your funding application. Please review this information for accuracy and, where there are errors or blanks, amend the Schedule You provide as part of Your Acceptance to include the best information that is currently available. We are not obliged to accept any changes from the information previously submitted.
- 10. You will be responsible for the day-to-day management and delivery of the Project. Failure to maintain adherence to the key milestones forming part of your Acceptance to this Provisional Grant Offer may result in the offer being withdrawn.
- 11. Should any details of the Project change from those set out at Schedule 1 and confirmed as accurate in Your Acceptance, You must notify Us in writing within a reasonable time from becoming aware of the relevant change.
- 12. From time to time We may inspect the Project and may require additional information from You to enable Us to monitor its progress. You will comply with Our reasonable requests for information.
- 13. The Grant Agreement will specify further monitoring and reporting requirements associated with award and payment of the Grant.

#### Freedom of Information

14. Nothing in this Provisional Grant Offer Letter and the Schedules to it shall prevent Us from disclosing any information whether or not relating to the Project which We at Our absolute discretion consider that We are required to disclose in order to comply with the Freedom of Information Act 2000, as amended, and/or the Environmental Information Regulations 2004 and any other statutory requirements whether or not existing at the date of this Provisional Grant Offer Letter.

#### **Publicity**

15. You will not make/issue any press releases or make any announcement in relation to this Project and/or the Grant, unless you (i) provide us with the



contents at least five working days in advance of such press release or announcement and (ii) unless notified by Us not to do so, include in the press release/announcement that the Project is being supported by Us.

# How to accept

- 16. This conditional offer of funding remains open until 09:00 on Monday 26 February 2024.
- 17. None of the terms of this Provisional Grant Offer Letter are binding on Us until the Grant Agreement has been signed and its conditions satisfied.
- 18. Please note that variations to this Provisional Grant Offer Letter will be effective only if We agree them in writing.
- 19. To accept the offer, a Director or duly authorised signatory of Oldham Council should sign and date the Acceptance and return it, with a copy of this Provisional Grant Offer Letter and its Schedules (including any amendments to Schedules 1 or 2 as required by sections 6 and 7 of this letter) in full, to <a href="mailto:bhf@greatermanchester-ca.gov.uk">bhf@greatermanchester-ca.gov.uk</a>.
- 20. Only Acceptances with complete Schedules will be valid.
- 21. You should retain a copy of this Provisional Grant Offer Letter and the associated Acceptance for your records.

Subject to Your Acceptance, Your principal contact in relation to the Grant will be Ross Sutherland, Delivery Manager, GMCA. Should you have any queries in relation to this Provisional Grant Offer Letter, please direct them to Ross at <a href="mailto:ross.sutherland@greatermanchester-ca.gov.uk">ross.sutherland@greatermanchester-ca.gov.uk</a>.

I look forward to receiving Your Acceptance and wish You every success with the Project.

Yours sincerely,

Steve Wilson

Treasurer

On behalf of

**Greater Manchester Combined Authority** 



#### Schedule 1 - Offer Details

Recipient: Oldham Council, also referred to as "You" or "Your" in this Provisional

**Grant Offer Letter** 

Project: Oldham Mumps, Princes Gate

Prince Street, Oldham

OL1 1EN

Funding: £5,552,000 (five million five hundred and fifty two thousand pounds),

also referred to as the "Grant" in this Provisional Grant Offer Letter, at

a rate of £16,000 per unit.

£0 to be expended by 31 March 2025.

£5,552,000 (five million five hundred and fifty two thousand pounds)

to be expended between 1 April 2025 and 31 December 2025.

Purpose: Undertaking of Eligible Expenditure to enable construction of 347

residential units and other associated development and infrastructure.

Of the residential units to be delivered as part of the Project, 106 will

be Affordable Housing units;

Of the residential units to be delivered as part of the Project, 90 will

be Social Rented Units.

The Project will be built in accordance with the following specification:

Future Homes Standard.

The Grant may only be used against Eligible Expenditure in connection with the Project. Eligible Expenditure items will be specified in the Grant Agreement, based on the information You

provided in Your funding application.

Eligibility: Projects must remain compliant with the core eligibility criteria of

Brownfield Infrastructure and Land Funding, namely:

i) Have a Green Book compliant appraisal with a BCR of at least 1;

 ii) 100% of funding must be used to release brownfield land for development; and

iii) Evidenced market failure and undeliverable without the financial

support of the Brownfield Infrastructure and Land Fund.



Subsidy:

If You believe the total amount of public financial assistance received or to be received by the Project, including any previous phases of development, since 1 January 2021 has exceeded £10m (ten million pounds), please confirm this in your Acceptance. This includes this Grant and any associated Affordable Housing Programme, Single Homelessness Accommodation Programme, or similar funding.

Please review this information for accuracy and, where there are errors, amend the Schedule You provide as part of Your Acceptance to include the best information that is currently available.



# Schedule 2 – Project Milestones

Category	Milestone	Forecast Completion Date
Land	Terms agreed with all third-party landowners	
	Contracts exchanged with all third-party landowners	
	Land wholly owned by recipient	
Investigations	Phase 2 SI completed	31/07/2024
	Any other site-specific investigations or assessments (e.g. ecology, flood risk, infrastructure, mine workings, etc.) completed	31/07/2024
Design & Planning	Concept design (RIBA stage 2) completed	11/07/2024
	Architectural design (RIBA stage 3) completed	29/11/2024
	Full/Reserved Matters planning submission	07/11/2024
	Full/Reserved Matters planning consent	14/04/2025
	Technical design (RIBA stage 4) completed	07/05/2025
Delivery	Procurement strategy confirmed	
	Contractor/developer procurement commenced	17/06/2024
	Contractor/developer identified/appointed	03/07/2025
	Main contract awarded	29/09/2025
	Start on site	04/07/2025
Financial/Legal	Financial appraisal and cashflow finalised	
	Confirmation project is fully funded and sources of funding	
	Grant Funding Agreement Exchanged	
	Grant Funding Agreement Conditions Precedent Satisfied	
	First Drawdown	01/09/2025
	Last Drawdown	01/01/2026

Please review this information for accuracy and, where there are errors or blanks, amend the Schedule You provide as part of Your Acceptance to include the best information that is currently available.

For milestones which have already been achieved, please enter "Complete" in the relevant cell(s) of the schedule above.



## **Acceptance**

Note: If You give information that You know or suspect is untrue or misleading You may be committing an offence that could lead to prosecution.

We declare that the information in this letter is correct to the best of our knowledge and belief.

Oldham Council believes the total amount of public financial assistance received or to be received by the Project since 1 January 2021, including any previous phases of development, has exceeded £10m (ten million pounds). (Please delete this statement if it is not applicable)

Oldham Council accepts the offer on the terms set out in the Provisional Grant Offer Letter dated 8 February 2024 and the Schedules enclosed with this Acceptance and the below signing officers have read carefully the Provisional Grant Offer Letter and its Schedules.

Signed:	Date:
Print Name:	
Director/Authorised Signatory	
On behalf of Oldham Council	