

Appendix 1

LOUGH NEAGH PARTNERSHIP

Great Place Scheme: Coalisland and East Tyrone: The Historical Manufacturing Base of Mid Ulster



Comhairle Ceantair
Lár Uladh
Mid Ulster
District Council

CORE FUNDING 2021 - £3,000

April 2021 – September 2021

MID ULSTER DISTRICT COUNCIL ANNUAL FUNDING MEASUREABLE TARGETS AND QUANTIFIABLE OUTPUTS

Targets	Target Date	Funding	Quantifiable Outputs	Progress to up to September 2021
Community Heritage Education	Completed	£1,000	A series of industrial heritage themed talks and walks	<ul style="list-style-type: none"> Guided coach day trip by Ireland Coach Tours for students working with the Centre for Community Archaeology, Queen's University, Belfast. A series of heritage tour events for 18-25 year olds in the Assist Youth group, Coalisland Training Services. The following took place under strict Covid-19 controls: <ul style="list-style-type: none"> History talk and walking tour of Coalisland Walkie-talkie car heritage tour of East Tyrone Day trip to Ulster Museum with guided tour Guided heritage tour of the River Blackwater on the Blackwater Community Barge.
The Way Forward – Sustaining our Great Place	30/09/2021	£2,000	A series of workshops and stakeholder engagements which would result in the development of a three year forward plan.	Following a tendering process, Venture Folk Ltd. were appointed to complete the forward plan. Under strict Covid-19 controls, face-to-face public engagement has taken place with local stakeholders and the community. Social media and online forums have also been utilised to safely engage with the general public. A vital part of "The Way Forward" is a full application for funding to deliver a partnership project for 2022-2025 with agencies such as Coalisland & District Development Association, Coalisland Training Services, Craic Theatre, Island Turf Craft and Bog Museum, Tyrone Crafted Glass, Diane McCormick Ceramics and others. The outcome would be a heritage experience in Coalisland involving museums, craft and theatre.
Total:		£3,000		



Appendix 2

By email from Sharon McGowan

Mr Adrian McCreesh
Chief Executive
Mid Ulster District Council
Council Offices
50 Ballyronan Road
Magherafelt
Co Londonderry
BT45 6EN

North West Development Office
West Team
Boaz House
Scarffe's Entry
OMAGH
Co Tyrone
BT78 1JG

Telephone: (028) 82255516
Facsimile: (028)
Email: Sharon.mcgowan@communities-ni.gov.uk

Our reference: NWDO/W/RV/CLD/01/21

Date: 17 September 2021

Project Reference No	NWDO/W/RV/CLD/01/21
Project Applicant	Mid Ulster District Council
Project Title	Coalisland Revitalisation
Amount of Grant	£250,000
Period of Grant	20 September 2021 – 31 March 2022
Financial Systems & Controls Assessment rating (If appropriate)	Robust

Dear Adrian

1. Award Approval

The Department for Communities ("the Department") is pleased to inform you

that your application for Grant funding towards the above project has been successful.

Your application is approved on the basis of the details set out in the application form, which you submitted on 13th August 2021 and any other detail provided throughout the assessment process prior to the date of this letter. Specifically, Grant is offered on condition that the project delivers its aims and produces the agreed performance targets/outputs and pattern of expenditure set out in this Contract for Funding. Approval is subject to your acceptance of all the conditions set out in this letter.

2. Definitions

In this Letter:-

“the Organisation” means Mid Ulster District Council

“the Project” means Coalisland Revitalisation and as further defined under (revenue) items and (capital items) below.

“the Grant” means a sum up to a maximum of £250,000 of which:

“capital items” means Environmental Improvements at Lineside, new festive lighting, development of a new brand for Coalisland and associated merchandise;

“the project start and completion date” means the day by which the project must start and be completed so as to achieve the performance outputs as specified in paragraph 3 below.

“the performance outputs” means the performance outputs specified in the Schedule hereto (see section 18);

“the equality legislation” means the statutory provisions from time to time in force in Northern Ireland in relation to discrimination on the grounds of race, disability, sexual orientation, gender or political opinion;

3. Funding Period and Termination

The Organisation shall not commence the Project before 20 September 2021 and shall end the Project no later than 31 March 2022.

The Organisation should carry out and complete the Project in order to achieve the Performance Outputs by 31 March 2022. The final claim for payment should be submitted as soon as possible after the project end date.

The Department shall be under no obligation to make payment on foot of any claim received after the expiry of a period of 3 months from the Project completion date in the case of revenue and equipment Grants, or in the case of construction and refurbishment Grants, the expiry of a period of 12 months from the project completion date.

The Department reserves the right to terminate this Contract for Funding at any time by giving 3 months written notice to the Organisation of termination. Any liabilities properly incurred or earned before the date of termination will be payable by the Department in accordance with the terms of this Contract for Funding.

4. Preconditions

Prior to the release of the Grant under this Contract for Funding the Organisation shall:

- (i) Ensure that all aspects of the project are procured in accordance with agreed Northern Ireland Public Procurement Policy (NIPPP);
- (ii) The Department is satisfied with the cost and implementation plan for the project.

5. Default

If:-

- (i) any information provided by the Organisation or any representative of the Organisation in connection with or for the purposes of this contract and whether before or after the date of this letter is misleading or incorrect in any material respect;
- (ii) the Organisation is in breach of any obligation on the part of the Organisation contained in this letter and such breach is incapable of remedy or if capable of remedy remains unremedied for a period of 30 days after written notice by the Department;
- (iii) an order is made or an effective resolution is passed for the winding up of the Organisation or a Receiver is appointed over the undertaking or a material part of the undertaking of the Organisation;
- (iv) the Organisation is unable to pay its debts within the meaning of Article 103 of the Insolvency (NI) Order 1989;
- (v) an administration order is made in respect of the Organisation,

then in any such event or events the Department shall be under no obligation to make any payment or further payments of the Grant and the Organisation shall forthwith on written demand by the Department repay the whole of the amount of the Grant paid under this letter or such lesser amount as the Department may at its sole discretion so determine. Furthermore in the event of the Organisation defaulting under section 5 (i) of the contract, criminal proceedings may be instigated against the Organisation under Article 4 of the Social Need Order (NI) 1986 as the Department may at its sole discretion so determine.

6. Grant Conditions

- (i) The Grant (a breakdown of which is set out in the Schedule hereto) shall only be made in response to claims in writing using the Department's official claim form.
- (ii) As your Council has been awarded a Robust Risk Rating by the Department, only vouching of original invoices or paid receipts for actual expenditure incurred shall be carried out.
- (iii) The Grant towards agreed revenue or capital items may in exceptional circumstances be made in advance and claims in respect of such items shall accordingly be accompanied by an estimate of the expenditure on such items which the Organisation expects to incur during the period (which shall not exceed 3 months) to which the claim relates. Where payment is made in advance, original invoices in respect of actual expenditure incurred must subsequently be sent to the Department within agreed timescales. The Department will then make adjustments as necessary to the next claim. All further claims shall also be accompanied by verified evidence acceptable to the Department including **original** receipts and invoices for expenditure on such items during the immediately preceding claim period.
- (iv) Grant shall only be payable in respect of goods or equipment which are new, unless prior written consent from the Department is obtained.
- (v) Grant shall not be payable in respect of VAT recoverable by the Organisation.
- (vi) A dedicated current account must be maintained for the disbursement of all project expenditure. Details of the account must be provided on the form provided with this letter. The Grant will be paid directly into this bank account. The bank account should be identified as a Departmental funded

project account and must be maintained by the Organisation for the purposes of the Project.

- (vii) Organisations involved in the delivery of multiple projects may already have a financial system using cost centres rather than multiple bank accounts. Such organisations may wish to negotiate with the Department to retain this system for the purposes of managing the project. These negotiations will require the Applicant to demonstrate to the Department's satisfaction that the systems in place guarantee a clear audit trail with regard to all aspects of the project finances. Should subsequent system checks reveal that the Department's requirements are not being met in this respect then the use of a dedicated bank account will become mandatory.
- (viii) The Department will make every effort to pay claims promptly but accepts no liability in respect of loss attributable to delay in the payment of claims or to any suspension, reduction or cancellation of Grant.

7. General Conditions

The Organisation shall:-

- (i) **grant use** - apply the Grant solely for the purposes of carrying out and implementing the Project;
- (ii) **changes** - immediately inform the Department in writing of any circumstances which will or may affect the ability of the Organisation to carry out the Project; (Examples include: major changes to the project; the potential failure to meet agreed outputs/targets; posts becoming vacant through sickness; Maternity Leave; and any change in the financial relationship with any other funder, including cessation or reduction in other funders' awards; This list is not exhaustive)
- (iii) immediately inform the Department in writing of any proposed change to the overall expenditure for the project or profile amounts for each category of expenditure as set out in the Breakdown of Costs/ Expenditure

Schedule. *Organisations should note that the Department will only consider re-profiling in exceptional circumstances and transferring of funds, secured with the agreement of the Department, will be restricted between similar categories of expenditure;

- (iv) not without the prior written consent of the Department vary or alter the Project; its use, financing or ownership; start and end dates;
- (v) **constitution** - not alter or vary it's memorandum or articles of association without the prior written consent of the Department;
- (vi) **assignment** - not without the prior written consent of the Department assign or in any way encumber this contract for funding or any benefit derived or to be derived by the Organisation under it;
- (vii) **duplicate funding** - not seek, or make any application for or accept any financial assistance from any other Government Department, Agency or other funding body in respect of the expenditure for which Grant is or may be payable under the terms of this letter; provided always that the provision shall not apply to financial assistance which may be payable by another funding body but the Department shall be entitled to reduce the Grant available under this letter by an amount if equal to such financial assistance;

You have confirmed to the department that Mid Ulster District Council will provide the project management for this project. You must advise the Department immediately if there is any change to this.

You must advise the Department immediately if there are any changes

- (viii) **insurance** - insure any items of an insurable nature which have been obtained with the benefit of the Grant to the full replacement value thereof and furnish the Department with copies of all relevant policies of insurance on demand by the Department;
- (ix) insure in the name of the Organisation all buildings or premises which are now or may in the future be erected and/or grant aided, against loss or

damage by fire or theft, for a sum equal to the cost of their reinstatement or replacement and keep the same so insured;

- (x) if the buildings or premises so insured, are in any part thereof destroyed or damaged, expend without delay the monies received under such insurance in rebuilding, reinstating or replacing the same;
- (xi) **maintenance** - maintain in good condition all property, equipment, machinery, furniture, fixtures and fittings and assets which the Department has funded or part funded;
- (xii) **inventory of assets** – establish and maintain an inventory of all fixed assets acquired, built or improved wholly or partly using the Department's Grant, whether owned by the applicant or third parties. An asset is defined as an item that will not be used up within 12 months and which is not intended to be sold before the end of its useful life. The inventory should show the date of purchase; description of the asset; net price paid; location of the title deeds; serial or identification numbers; location of the asset; date of disposal; and sale of proceeds net of VAT.
- (xiii) **disposal of assets** – not dispose of any asset without the prior authorisation of the Department. If any asset obtained with the benefit of the Grant is disposed of within 4 years from the date of acceptance of this letter, the Organisation shall, on demand, repay to the Department so much of the Grant as the Department considers is reasonable;
- (xiv) **financial controls** - establish and maintain effective financial control systems in relation to its operations generally but specifically in relation to the Project
- (xv) maintain proper and effective accounting records which identify individual financial transactions relating to the Project, including original invoices and receipts;
- (xvi) **provision of records** - from time to time upon request by the Department furnish the Department or the Comptroller and Auditor General for Northern Ireland with all such financial accounting and other information relating directly or indirectly to the Project as the Department

or the Comptroller and Auditor General for Northern Ireland may request. Original documents or verified true copies must also be produced upon request. Failure to produce the original documents or satisfactory agreed substitutes could result in requests for repayment of Grant;

- (xvii) **access** - permit the Department, the Departments Agents and the Comptroller and Auditor General for Northern Ireland to enter upon any premises owned or occupied by the Organisation for the purpose of inspecting any asset or accounting record relating to the Project.
- (xviii) **retention of records** - ensure that all records and information relating to the implementation of the Project and its financing are retained for a period of not less than 7 years following the last payment of Grant under this letter and make any such record available to the Department and the Comptroller and Auditor General for Northern Ireland for inspection upon request by the Department or the Comptroller and Auditor General for Northern Ireland. If you intend to claim Grant on eligible expenditure made by others acting on your behalf you must ensure that you have a legally binding agreement with them which specifies what information is to be provided and when. You must ensure that those acting for you have original documentary evidence to support all the payments they make for you and for which you wish to claim Grant;
- (xix) **publicity** - include appropriate references to the assistance made available by the Department to the Organisation under this letter in any publicity or brochures or other material produced by or on behalf of the Organisation and in which the Project is mentioned.

In addition the Organisation will provide copies of all publicity material relating to the project including press cuttings, advertisements or other relevant details. Adequate advance warning should also be given of forthcoming events and/or launches etc. The Department shall be entitled to publish details of the assistance referred to in the Contract for Funding at such times and in such a manner as it may decide. The Organisation shall provide any further information about the project requested by the Department and shall permit the publication of that and any other related information.

- (xx) **data protection** - acknowledge that information on applications and claims for payment for Grant assistance is stored on computer and in accordance with the Data Protection Act (DPA) 2018, and that such information may be subject to the Freedom of Information Act 2000; in addition this shall include any applicable national implementing Laws as amended from time to time including (i) the General Data Protection Regulation (GDPR) and the Law Enforcement Directive (LED) and (ii) Data Protection Act (DPA) 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;
- (xxi) **overpayments** - shall repay the Department any overpayment forthwith on first demand or becoming aware that Grant has been overpaid, whichever first occurs;
- (xxii) **political or religious** - ensure that the Grant shall not be used for the purpose of or in anyway connected with the promoting of any political party or religious viewpoint. No aspect of the activity being funded should be party political in intention, use or presentation or likely to be perceived as discriminatory. Any activities, such as campaigning, by the Organisation must be in furtherance of, and ancillary to, its main purpose.
- (xxiii) **training** - attend and participate in such workshops and training sessions as the Department deems appropriate.
- (xxiv) **statutory charges (capital projects)** - acknowledge that the conditions of repayment of financial assistance may in accordance with Article 4(8) of the Social Need (Northern Ireland) Order 1986, be a Statutory Charge upon the property;
- (xxv) **legislation** - comply with the equality legislation to the extent that the same applies to the Organisation. No aspect of the activity being funded should be party political in intention, use or presentation or likely to be perceived as discriminatory on the grounds of race, disability, sexual orientation, gender or political opinion. Any activities, such as campaigning, by the Organisation must be in furtherance of, and ancillary to, its main purpose;

(xxvi) **liability** - by accepting this letter acknowledge that the Department accepts no liability to the Organisation other than as expressly provided for, in and subject to, the terms and conditions stated in this letter. Further, the Organisation shall indemnify the Department against all actions, proceedings, costs, claims, demands and liabilities arising out of, in respect of, or in connection with this letter, caused or contributed to by the negligence or default of the Organisation, or by any circumstances within its control.

(xxvii) **employment** - the Department accepts no responsibility or liability for the staff employed on the Project. The Applicant shall be the employer of staff required for the Project and shall be responsible for all matters in connection with their employment. The Applicant shall comply with the requirements of all EC Directives and legislation from time to time in force relating to working conditions, health and safety at work etc. The Applicant shall comply with the requirements of the Sex Discrimination (NI) Order 1976 and 1988, the Fair Employment and Treatment (NI) Order 1998, the Race Relations (NI) Order 1997, the Disability Discrimination Act 1995 and Section 75 of the Northern Ireland Act 1998 and any enactments amending, extending or replacing the same.

(xxviii) **conflict of interest** – declare any actual or potential Conflicts of Interest which could exist as a direct consequence of the Organisation's use of the funding to be provided by the Department and record same in a Register of Conflicts.

(xxix) **Public Accounts Committee** – attend Public Accounts Committee hearings on request and fully co-operate in an honest and candid manner at such hearings.

8. Fraud

- (i) The organisation (and/or its representatives) may be prosecuted if it fails, without reasonable excuse, to comply with any condition subject to which financial assistance has been given to the organisation requiring it to inform the Department of any event whereby the financial assistance becomes repayable.
- (ii) The Department may by notice require the organisation to furnish to the Department such information, or to produce for examination on behalf of the Department such books, records or other documents, as may be specified in the notice for the purpose of enabling the Department to determine whether any condition subject to which the financial assistance is given is satisfied or is being complied with or whether the financial assistance has become repayable in whole or in part in accordance with any such condition.
- (iii) The organisation (and/or its representatives) may be prosecuted if in purported compliance with a notice issued under paragraph (ii) it knowingly or recklessly makes any statement or produces any document which is false in a material particular.
- (iv) The organisation (and/or its representatives) may be prosecuted under Article 4 of the Social Need Order (NI) 1986, if without reasonable excuse, it fails to comply with a notice under paragraph (ii).
- (v) It will be the responsibility of the Organisation to take whatever action is necessary to minimise the risk of fraud and to notify the Department immediately of any instances of attempted, suspected or proven fraud. Following a Departmental investigation all instances of suspected fraud will be reported to the Police and criminal proceedings may be instigated if deemed appropriate.

9. Sharing of Information

All Government Departments, Agencies and other funding bodies may share information to enable them to prevent and detect fraudulent applications and to co-ordinate the processing of complementary applications. Accordingly, information provided by the Organisation during the application and assessment process, monitoring returns and any other information provided by the Organisation may be made available to other Departments/Agencies for the purpose of ensuring the accuracy of information and preventing or detecting crime. Such information may also be placed in the public domain.

10. Monitoring & Evaluation

The Department may from time to time monitor and evaluate the Project by reference to the Performance Outputs and the Organisation shall provide such information and assistance for these purposes as the Department may request.

The Department may also from time to time require the Organisation to provide evidence that the Organisation have fulfilled their statutory obligation in relation to HMRC in respect of PAYE and National Insurance contributions.

11. Withholding of Grant

If the Department has instructed an investigation to be carried out in relation to the Project, the Department shall be entitled pending the outcome of any such investigation to withhold payment of the Grant or any part or parts thereof; provided always that payment of the Grant shall be reinstated as soon as is reasonably practicable after the conclusion of the investigation unless an event of default under paragraph 5 has occurred.

The Department may withhold all or part of the Grant and may require all or part of the Grant to be repaid if it considers that you have not complied with any of the terms and conditions in this Contract for Funding.

12. Notice

Any letter, notice or demand by the Department shall be sufficiently served on the Organisation if it is delivered by hand at, or sent by post to, the Organisation's last known address.

13. Duration

The obligations of the Organisation under this letter shall remain in force for a period of 4 years following the date of acceptance of this letter; with the exception of 7 (xviii), which shall remain in force for a period of 7 years following the date of the last payment of Grant under this letter in line with legislative requirements.

14. Acceptance

This letter is issued in duplicate and accordingly if the Organisation is prepared to accept the foregoing offer please return one complete copy of this letter duly signed and dated on behalf of the Organisation.

In accepting this offer the Organisation is agreeing to comply with the conditions contained in this letter and any guidance that the Department subsequently issues.

This letter may be made available to other Departments/Agencies and other funding bodies for the purposes of preventing or detecting fraud.

15. Availability

The foregoing offer shall remain open for a period of 4 weeks from the date of this letter. Failure to return one complete copy of this letter duly signed and dated on behalf of the Organisation within this period shall result in the offer being deemed as withdrawn.

Yours sincerely

A handwritten signature in cursive script that reads "Sharon Mc Gowan". The signature is written in dark ink and is positioned above the printed name.

Sharon Mc Gowan

OFFICIAL GRANT ACCEPTANCE

Project Reference No	NWDO/W/RV/CLD/01/21
Project Applicant	Mid Ulster District Council
Project Title	Coalisland Revitalisation
Amount of Grant	£250,000
Period of Grant	20 September 2021 - 31 March 2022

I **Adrian McCreesh** have authority **on behalf of**
(Name of Chairperson in Block Capitals)

Mid Ulster District Council
(Name of Organisation in Block Capitals)

to accept the offer of Grant set out in the letter dated 17 September 2021 and agree to deliver the above project on the terms and conditions therein.

Signed by
(Chief Executive)

Witnessed by
(Registered Office Bearer)

Name in Block Capitals

Name in Block Capitals

Date

Date

BANK DETAILS

Project Reference No	NWDO/W/RV/CLD/01/21
Project Applicant	Mid Ulster District Council
Project Title	Coalisland Revitalisation
Amount of Grant	£250,000
Period of Grant	20 September 2021 - 31 March 2022

Please complete Bank details below.

Name of Organisation: _____

Name of Account: _____

Bank Name : _____

Bank Address: _____

Sort Code: _____ **Account Number:** _____

Signed by
(Chairperson)

Witnessed by
(Registered Office Bearer)

Name in Block Capitals

Name in Block Capitals

Date

Date

18 Project Targets and Output Measures

Target Date:	31 December 2021	Output Measure:	Initial stakeholder consultations held Design agreed
Target Description:	Procure a brand consultant and agree on a design and merchandise		

Target Date:	31 March 2022	Output Measure:	Certificate of practical completion
Target Description:	Complete environmental improvement of (Approx Area of Site 4344m2) scheme at Lineside		

Target Date:	31 September 2021	Output Measure:	Festive lighting procured
Target Description:	Purchase new festive lighting and Christmas tree		

Target Date:	31 March 2023	Output Measure:	Increased Civic Pride
Target Description:	Council to complete all post project surveys and complete a Post Project Evaluation (PPE) within a 12 month period of completion		

Target Date:		Output Measure:	Businesses using the branding
Target Description:	Implementation of the new Town Centre brand in to 60% of all business in Coalisland		

Target Date:	31 March 2023	Output Measure:	Footfall increasing
Target Description:	To increase footfall by 25% on the Lineside scheme		

19 Breakdown of Grant Award (by financial year)

Eligible Expenditure Category and Breakdown	Total Grant Award	Year 1
	From:20 September 2021 To: 31 March 2022	From:20 September 2021 To: 31 March 2022
Festive Lighting	£80,000	£80,000
Lineside EI Scheme	£145,000	£145,000
Branding & Merchandise	£25,000	£25,000
Total	£250,000	£250,000

Expenditure Schedule

* These are anticipated amounts and dates and should only be taken as a guide. Normally Grant will be released on receipt of paid invoices/ receipts up to the maximum as detailed on the Breakdown of Grant Award and paid quarterly during the period of the project.

Date(s) Expenditure Due To Be Incurred	*Anticipated Amount	Brief breakdown of Grant amount against eligible expenditure category	*Anticipated Payment dates	Related Terms and Conditions (as per CFF)
20 Sept 2021 - 31 March 2022	£145,000	Environmental Improvement scheme – to include Paving & landscaping	31st March 2022	Claim form with all supporting documentation
	£25,000	Branding & Merchandise	31st December 2021	Claim form with all supporting documentation
	£80,000	Festive Lighting	31st December 2021	Claim form with all supporting documentation