

# Memorandum of Understanding with regards to the redevelopment of St. Michael's Rooms using Community Infrastructure Levy funds.

This Memorandum of Understanding (MoU) concerns the purpose and approach to the funding, construction and use of the replacement to St. Michael's Rooms as a community asset and the respective roles and undertakings of the partners

## **Partners to the Memorandum of Understanding :**

The partners to this Memorandum of Understanding are;

- a) Framlingham Parochial Church Council (PCC), Parish Office, Church Street, Framlingham IP13 9BJ a registered charity, Charity Number 1128206
- b) Framlingham Town Council (FTC), The Old Court House, Bridge Street, Framlingham, IP13 9AJ

## **1 Definitions:**

**The Project:** Redevelopment of St Michael's Rooms (SMR) as a community hall and church hall together with the laying out of associated land for access, car parking and landscaping

**CIL application:** The application by FTC to Suffolk Coastal District Council (SCDC) for Community Infrastructure Levy (CIL) Funds of £700k held by ESC to be used for the construction of a Community Hall to replace St Michael's Rooms

**SCDC CIL offer:** The decision of Suffolk Coastal District Council's Cabinet on 2<sup>nd</sup> October 2018 to offer, subject to conditions and a contract, £700k to FTC towards the construction of a Community Hall to replace St Michael's Rooms.

**Local CIL funding:** Community Infrastructure Levy funds passed by East Suffolk Council to Framlingham Town Council

**East Suffolk Council (ESC):** East Suffolk Council and/or its predecessors authority Suffolk Coastal District Council

**St. Michael's Community Rooms:** The title of the centre to be constructed

**Confidential Information:** That which is identified as such by the Party providing it.

## **2 The scope of the Memorandum of Understanding**

The MoU sets out the understanding between the partners relating to the Project. It relates only to the arrangements for this project and not for any other agreements or understanding between the partners

## **3 General Responsibilities**

3.1 Each of the Partners will co-operate with one another in a spirit that is honest and open.

3.2 Each of the Partners shall be separately liable for its own acts and omissions.

3.3 Each of the Partners shall act within its powers and constitution and shall solely be liable for any breach of this requirement.

3.4 The Partners commit themselves to use reasonable endeavours to foster the success of the Project.

3.5 The Partners may, subject to the agreement of both Partners, jointly agree to amend the timescales set out in this MoU.

#### **4 Leadership of The Project**

4.1 In the CIL Application it was proposed that FTC would lead The Project in partnership with the PCC and community volunteers. The complexity of the legal and financial processes that this entailed undermined the feasibility of this approach.

4.2 Both FTC and the PCC consider that The Project would now best be led by the PCC. This would not require the land to be leased by the PCC to FTC but rather be retained by the PCC. The PCC would take responsibility for securing the funding and construction of The Project and the subsequent, management and maintenance of the building and associated land, all in its ownership.

4.3 The aims and objectives of The Project will continue to be as set out in the FTC CIL bid to SCDC viz. "Architect's Plans have been prepared to replace the building on virtually the same footprint and the new building will provide the town with a modern, purpose built facility to continue to provide the public with its existing range of social services and extend its offering to a wider range of social needs that are becoming apparent in today's society."

#### **5 Financial Arrangements**

5.1 The partners understand that the SCDC CIL Offer is a key element in the delivery of the project and FTC will forthwith request that ESC transfers the Offer to the PCC in order that the PCC can enter into a contract with ESC such that the funds can be made available for the construction of The Project by the PCC.

5.2 Both partners are of the understanding that ESC may choose, up until the point that ESC enters into a Deed with the PCC concerning the ESC CIL money, to re-direct the SCDC CIL Offer to its Local Plan Working Group (or equivalent) and Cabinet if it is deemed that the PCC has not demonstrated that that they can provide the same level of matched funding that was committed by FTC. Both parties understand that ESC will wish to be satisfied as to the PCC's commitment to undertake The Project as set out in the Aims and Objectives section of the CIL Application albeit accepting that the centre will be owned by the PCC and run with the assistance of volunteers drawn from the Community.

5.3 Subject to ESC and the PCC entering into a Deed for £700k of ESC CIL funding to be made available for The Project, the PCC undertakes to raise £70k towards the construction of The Project through its own reserves, fundraising activities and grants. This undertaking is underpinned by the offer of a bona fide loan, from an independent source, of up to £70k to be called upon by the PCC in

the event that there is any shortfall in its element of the funding at the point that construction is started. Any loan drawn down by the PCC will be repaid by the PCC as further funds are raised. Details of grants obtained from third parties will be made available to ESC and FTC if they wish to have that information.

5.4 The PCC has made a request to FTC to assist in the funding of The Project, and FTC undertakes to provide out of Local CIL funding the same level of funding as the PCC to a maximum of £70k. FTC's provision of Local CIL funds for The Project will be made under the provisions of Section 19 of the Local Government (Miscellaneous Provisions) Act 1976 The release of the funds to the PCC will be in accordance with an expenditure profile for the construction to be agreed between the partners reflecting the various phases of design and construction and the expenditure associated with each phase.

5.5 The PCC has prepared a Business Plan for the running of the Project which has been shared with FTC and demonstrates that the Project is viable. This Plan can be made available to ESC

## **6 Community Involvement**

6.1 In addition to the consultation already undertaken, in recognition of the opportunity to amend the draft design to achieve more community use, during the design stage of The Project the PCC will re-establish a consultative group of volunteers from the Framlingham community to offer advice to the PCC on the facilities to be provided and related design matters. The PCC will consult existing SMR community users on their needs and canvas views from new potential users to assist in decisions on the design of the new building and its facilities.

6.2 A committee (of the PCC) will be established to manage and promote St Michael's Community Rooms within the framework of a business plan agreed by the PCC and terms of reference which include management parameters such as charges, hours of operation. The Committee will consist of both PCC members (and/or PCC nominees) and volunteers from the community.

## **7 Usage of St. Michael's Community Rooms**

7.1 For the life of the building St. Michael's Community Rooms will be used to accommodate the range of social services and community uses that St Michael's Rooms currently offers and they will enable additional use and a wider range of needs to be met arising from the rapid increase in housing development in Framlingham. In the event of the premises being demonstrably not viable both parties will seek to find a way forward to continue the provision of a community facility.

7.2 Whist PCC usage (i.e. services or events primarily for St. Michael's congregation and/or other Church of England congregations) of the Community Rooms is an ongoing and essential function no more than 15% of the available time for which the hall/room are available for hire will be used for that purpose

## **8 Provision of Information**

8.1 Each of the Partners will maintain proper records relating to their responsibilities and obligations under this MoU and for The Project generally.

8.2 Each of the Partners will provide information necessary, and as requested by the other Partner save that the PCC recognises FTC's duties and obligations under the Freedom of Information Act 2000, Environmental Information Regulations 2004, the Data Protection Act 1998 and any other relevant legislation.

### 9 Intellectual property considerations

9.1 All intellectual property in existence prior to the date hereof and owned by any of the Partners shall remain the property of that Partner and shall not be used other than for the purposes of the Project without the express permission of the owning Partner.

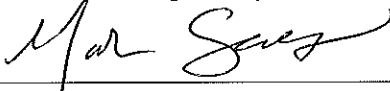
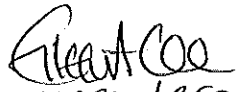
9.2 All intellectual property obtained as part of The Project after the date of this MoU shall be owned by the PCC.

### 10 Confidentiality

10.1 Subject to the provisions of the Freedom of Information Act 2000, Environmental Information Regulations 2004, the Data Protection Act 1998 and any other relevant legislation the Partners shall not disclose or use any Confidential Information acquired as a result of this MoU other than to satisfy the requirements of its internal or external auditors or any other legislative requirements.

10.2 The Partners may, so far as it is lawfully able to do so, use such Confidential Information to the extent that it may be incorporated into any reports prepared as part of the Project or has come into the public domain otherwise than by breach of this MoU.

Signed:

For and on behalf of Framlingham PCC: authorised signatory:  <i>Mark Sney</i> <b>Rector</b>	For and on behalf of Framlingham Town Council: authorised signatory:  <i>Elizabeth Coe</i> <b>TOWN CLERK / RFO</b>
Date: 12/11/19	Date: 12/11/19