

Memorandum of Understanding

Between

Buckinghamshire Council (BC)

and

Charndon Parish Council (CPC)

In relation to

HS2 Assurance no. 1875

*North Buckinghamshire Environmental Mitigation*

1. This MoU sets out the details of the financial arrangements pertaining to HS2 Assurance no. 1875.

2. For ease of reference, the wording of the Assurance is as follows:

2.1 The Secretary of State, recognising the particular situation at this location with the introduction of major infrastructure (the Infrastructure Maintenance Depot) into an environmentally sensitive area, will make available the sum of £1m (to be paid within 90 days of Royal Assent) to Aylesbury Vale District Council to support further local environmental mitigation which is over and beyond that proposed in the Environmental Statement or related detailed design subject to Aylesbury Vale District Council confirming and agreeing such proposals with the Promoter. Proposals for this additional mitigation will be discussed further at the Community Liaison Group, including with the representatives of Aylesbury Vale District Council, Buckinghamshire County Council, and the four parish councils of Steeple Claydon, Calvert Green, Charndon and Twyford attending that meeting, as mentioned below.

2.2 In the event that the Bill gets Royal Assent but HS2 is not then proceeded with, Aylesbury Vale District Council will repay the funds, plus interest accrued, but less reasonable expenditure already incurred, to the nominated undertaker.

3. In response to queries from the four parish councils seeking clarity on the Terms of the Assurance, HS2 has provided 2 two emails which are attached as appendices to this MoU:

3.1 Definition of Environmental Mitigation and examples of potential schemes

3.2 Guidance note to help the Parishes decide how to allocate the funding in line with the Assurance.

4. BC has additionally agreed to pay accrued interest on the principle sum of £1m for the period between 1 May 2017, the month in which the funds were received and DDMMYY. This amounts to a total of £XXXXX.

5. The parishes of Steeple Claydon, Calvert Green, Charndon and Twyford have all subsequently agreed that the £1m, plus interest should be split equally between them and made available for one or more individual projects within their respective parishes. This memorandum of Understanding relates to that share of the overall fund, being £250,000, allocated for the benefit of CPC, together with accrued interest of £XXXX.
6. Unlike the £1m assurance funding, the interest is available for the benefit of the parishes without restriction as to its use. Do we need them to complete a claim form for the interest?
7. The new unitary BC is the body accountable to HS2 Ltd for the correct use of the £1m funding and is responsible for administering the funding in a timely manner to CPC.
8. In order to discharge accountability for the £1m Environmental Mitigation Fund, BC will need to be satisfied that proposed projects meet the environmental mitigation aims set out by HS2 Ltd and that goods and services are competitively tendered as per public sector procurement standards. CBC will be required to provide evidence to BC to demonstrate that both of these criteria have been met.
9. CBC will be required to submit a completed application form for each project using the approved template provided.
10. BC will confirm whether proposed projects meet the terms of the Assurance. In the event of doubt, BC may refer to HS2 Ltd.
11. Approval of projects may be withheld by BC if it considers that the terms of the assurance and subsequent guidance have not been clearly met and there is an unacceptable risk that HS2 Ltd could seek reimbursement of the project costs.
12. The financial risk for any project costs incurred or committed prior to confirmation from BC that the project has been approved will sit with CPC.
13. Where there is a proposed change in the nature or level of costs associated with an approved project, CPC will be required to seek approval of the variation from BC prior to costs being incurred or committed.
14. CBC will be able to claim up to £10,000 from the Fund using an agreed template, upon approval of a project, to support project cashflow. Any cashflow advance will be repaid by way of a retention by BC from the final project claim(s).
15. CBC will be required to claim for project costs using the agreed template which will need to be submitted to BC together with evidence of procurement and defrayal of costs (copy invoices and bank statements).
16. To ensure value for money has been obtained, CBC will be required to provide at least one quote for goods or services costing over £1,000. For costs over £25,000 CBC will need to provide evidence that they have followed public procurement standards, including quotes and evidence of competitive tender, as appropriate.



Buckinghamshire Council (forename.surname@buckinghamshire.gov.uk)

Jackie Copcutt - Lead Project Officer HS2

Laura Leech – HS2 lead.

Claire Hunter, Head of Finance for Planning, Growth & Sustainability Directorate, acting on behalf of s. 151 officer.

Charndon Parish Council:

TBC, Clerk to CPC and Responsible Financial Officer

TBC, Chair, CPC

XXX, CPC, Chair of Finance and General Purposes Committee

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