

	Scheme name / business unit / summary description of key terms	Recipient	Value £'000
A	Economic growth		
	None		
B	Transport		
	None		
C	Quality of life		
	<p>94544 Manor Lodge Capital Loan</p> <p>See Appendix 1 Section for full details of scheme.</p> <p>Background SCC pay an annual revenue grant for Manor Lodge of £25K from the Culture and Environment service budget. This was agreed by the SCC Chief Executive in 2006.</p> <p>Green Estate (GE) is proposing that 20 years of revenue funding is rolled up into a one-off capital sum to fund the enlargement of the Manor Lodge visitor centre (Discovery Centre). This will increase income generation on the site and reduce staffing costs. GE will as a result sign a revised lease (peppercorn rent) with no ongoing revenue funding from SCC.</p> <p>The annual revenue sum of £25K would fund a capital sum of £330,000 via prudential borrowing for investment into the enlarged visitor centre. On this basis, the revenue arrangement would become time limited, providing a long term saving for SCC and the creation of an asset of greater value.</p> <p>This investment would allow GE to apply for further funding i.e. Heritage Lottery Funding for £900K, to achieve a more ambitious Discovery Centre extension, comprehensive whole site interpretation scheme and visitor engagement project.</p>	Green Estate	330

	<p>Since 2017, GE have been working on plans for how the whole site could work better as an asset for local and Sheffield residents, and as a much more resilient stand-alone business. Their ambition in 10 years' time is to make the whole site not only fully self-funding but also into Sheffield's top outdoor family destination site. This investment in a better Discovery Centre will help achieve this by increasing visitor numbers and increasing income generation.</p> <p>Key Terms and Conditions</p> <p>Financial and Commercial Implications</p> <ol style="list-style-type: none"> 1. Keep the Council informed as a project develops in accordance with any timescales detailed by the Organisation to the Council and to consult on maintenance and management issues generally and specifically when requested by the Council. 2. The Grant Recipient shall appoint a competent, qualified contractor to carry out the design, supervision and post installation inspection of the Works. 3. The Grant Recipient shall submit to the Council prior to tendering of the Works the final design details and specifications and any further documents requested by the Council for approval. 4. The Grant Recipient shall, on completion of the Works, obtain a post installation inspection certificate which conforms to the European Design Standards including the referred to in Special Condition 2 above and provide a copy of the certificate to the Project Manager. 5. The Grant Recipient shall procure the design and construction of the Works and thereby assume the full duties and responsibilities of 'client' for the Works including those duties imposed by the Construction (Design and Management) Regulations 2007 (CDM Regulations). 6. Sign off with the Council all monitoring, ecological and other relevant reports and if necessary, agree any minor adjustments to the work plans. 7. Keep detailed financial records throughout the year and maintain its accounting record in accordance with the Code of Business practice, in compliance with all statutory requirements and to provide accounts if so requested by the Council 		
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	<p>within 25 working days of the receipt of such written request made by the Council.</p> <ol style="list-style-type: none"> 8. Give immediate and unfettered access to any further financial information that may be reasonably required by the Council. 9. The Grant Recipient shall be responsible for the ongoing maintenance of the facility and the associated costs of this. <p>Legal Implications</p> <p>Sheffield Manor Lodge is a scheduled monument which is a national important historic building or site listed in the Schedule Ancient Monuments kept by the Secretary of State for Digital, Culture, Media and Sports. The regime sets out in the Ancient Monuments and Archaeological Areas Act 1979 (as amended). Its list entry number in the Schedule Ancient Monuments is 100481. As a result, SCC has a statutory responsibility for the maintenance of Sheffield Manor Lodge. The whole Sheffield Manor Lodge is currently managed by Green Estate who is a community interest company and there is a Delivery Centre on site for group booking and public access in order to promote the importance of the historic site.</p> <p>Sheffield City Council as a local authority has a specific power to make grants to voluntary organisations providing recreational facilities under Section 19 of the Local Government (Miscellaneous Provisions) Act 1976 (the “Act”) and such facilities may include buildings, equipment, supplies and assistance of any kind.</p> <p>Section 19(3) of the Act specifically provides that a local authority may contribute by way of grant or loan towards the expenses incurred or to be incurred by any voluntary organisation in providing any recreational facilities which the authority has power to provide by virtue of Section 19(1). A “voluntary organisation” is defined in the Act as any person carrying on or proposing to carry on an undertaking otherwise than for profit. Green Estate is a CIC and it is within the meaning of a “voluntary organisation” in the Act as it does not aim to make profit from its operation of the Discovery Centre.</p> <p>In any event, SCC has a general power of competence under Part 1 of the Localism Act 2011 that allows it to do anything that an individual may do (subject to any specific statutory restriction; none of which apply in this case).</p>		
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	<p>Award of the proposed grant (£330K) is subject to both SCC and Green Estate entering into a funding agreement. If the recommendation in this report is fully recommended, the grant shall only be used by Green Estate for the purpose of developing the Discovery Centre at the site of Sheffield Manor Lodge according to Green Estate’s Business Case approved by SCC and also the objectives outlined in this report. It will also be for the purposes of ensuring the maintenance, public access and interpretation of the site.</p> <p>SCC will impose monitoring and reporting requirements for the spending of the grant. SCC may also be entitled to withhold or suspend or even clawback the grant (in part or in whole) in the event that the grant recipient fails to comply with the conditions of the grant according to the funding agreement.</p> <p>The grant is not considered to be State Aid as the Delivery Centre at Sheffield Manor Lodge has more local character. It aims to promote the importance of the historic site and provide public access for voluntary / charitable groups booking for the purposes of education and promotion of the historic site. It is therefore the view of Legal that Sheffield Manor Lodge and its Discovery Centre would be more attractive to local visitors (such as visitors from Sheffield or other areas nearby in the UK) so it is more a local aid which would not have an impact on cross border trading between member states.</p> <p>The agreement shall run in full force from the commencement date for 5 years. The Council may consider to extend the term of this Agreement should the Organisation require more time to complete the Project. In that circumstance both parties shall agree the extension in writing prior to the expiration of the Agreement. The Organisation will acknowledge and agree that the Council’s decision on this shall be final and that the maximum term of an extension shall be no longer than 15 years.</p>		
D	Green and open spaces		
	None		
E	Housing growth		

	None		
F	Housing investment		
	None		
G	People – capital and growth		
	None		
H	Essential compliance and maintenance		
	None		
I	Heart of the City II		
	None		

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