



Report of the Cabinet Member for Investment, Regeneration & Tourism

Cabinet – 19 March 2020

Proposed Lease of Coed Gwilym Park to Clydach Community Council under the Community Asset Transfer Policy

Purpose:	To seek approval to negotiate and agree Heads of Terms and enter into a lease with Clydach Community Council for Coedgwilym Park, including the immediate management of community use and secondary hires and lettings.
Policy Framework:	Asset Management Plan 2017-2021 Community Asset Transfer Policy 2017
Consultation:	Legal, Finance, Property and Access to Services.
Recommendation(s):	It is recommended that: 1) Having considered the verbal report outlining the response to the public open space statutory consultation process approves the proposed disposal of the land and notes the financial and operational implications; 2) Subject to the approval of recommendation 1 authority is delegated to the Director of Place to negotiate and settle the terms of the proposed lease (and thereafter any required Deeds of Variation) and authority is delegated to the Chief Legal Officer to finalise the legal documentation; 3) Agrees, in principle, the long-term ambitions and phased programme of improvements proposed by Clydach Community Council; 4) Authorises the Director of Place to agree the phased programme subject to gateway and milestone reviews, funding, access, contract and any other required approvals and procedures being satisfied.
Report Author:	Sue Reed
Finance Officer:	Paul Roach
Legal Officer:	Debbie Smith
Access to Services Officer:	Rhian Millar

1. Background

It is Clydach Community Council's intention to take on the running, and enter into a 125 year lease for Coed Gwilym Park. Under the proposals, the Community Council will manage the park on very much a similar basis initially to current operations, and will upgrade the park and make relevant changes using a phased approach as detailed within the report. The Community Council would work with other groups who regularly use the park in the way of a 'Friends of Park' constituted group.

- 1.1 Coedgwilym Park is an area of approx. 35,000Sq. It currently has two enclosed play areas (one of which is older and more dilapidated than the other), a bowls green, two full size football pitches and accompanying changing rooms, two tennis courts and a multi-use games area.
- 1.2 The Park is owned by Swansea Council and is maintained by Parks Operations from within the Waste Management service. The Pitch lettings function is provided by Cultural Services.
- 1.3 The Park is home to Clydach Cricket & AFC, Clydach Sports FC, FC Clydach & Bowls clubs.
- 1.4 All clubs currently pay a permit fee to the Authority for all matches played at Coedgwilym, on a self-Management basis and the Parks service provides a prepared playing surface and are responsible for the changing room building, utilities and upkeep. Day to day cleaning is undertaken by the self managing clubs as listed above.
- 1.5 It is also home to the Swansea Canal Society who hire out kayaks and canoes from the on-site boating house.
- 1.6 Clydach Heritage Centre is also on the park's grounds, and is open mainly on weekends for short periods, showing the history of Clydach from the late 1700's to date.

2. Proposal

- 2.1 Clydach Community Council have submitted a request to take on full repairing, maintaining and service provision of all elements within the Park demise, with a vision to develop and upgrade park and improve facilities using a phased approach.
- 2.2 The Friends of the Park (FOP) is a constituted group made up of a number of representatives from groups who regularly use the park, including the Community Council. In order to develop a formal arrangement between the proposed new leaseholder (Community Council), an agreement between the Community Council and the FOP group as a 'memorandum of understanding' will be created setting out how the two bodies will work alongside each other for the benefit of all users of the Park. It may be necessary for the lease to the Community

Council to permit some subletting to various groups to ensure that obligations and responsibilities are clear and legally documented. The Council would need to retain control on who the Community Council is able to sublet to in the interest of retaining public access. Ultimate day to day decisions will be taken by Clydach Community Council, with approval from the Council on any future changes

2.3 The Community Council would place an emphasis on volunteers to help maintain the park and would ensure proper insurances and training is in place for this.

2.4 Within the submitted business plan, the community council holds at least one event each year at the park, with income dedicated to the park's upkeep. It sets out that;

- a. No changes are made to any existing agreements with the Canal Society, Heritage Centre or Bowls Club. The agreements would need to be reviewed to ensure that each group continues to fully manage their buildings and areas and that no liability rests with the Community Council. On balance, the cost of maintaining these areas, especially the bowling green would prove expensive.
- b. The phased approach would be as follows;
 - i. Install Signage at entrance to park, changing rooms and play areas. This would need to be sufficient to prevent claims. Advice would be sought from OVW (One Voice Wales) and Community Council Insurance Company.
 - ii. Carry out initial repairs to pot holes / make areas safe. The handover would also need to ensure the park is fit for purpose and certified. The same applies to trees, with a tree survey being carried out.
 - iii. Install CCTV

2.5 The successful implementation of the plan and long-term leaseholding and associated management of the Park by Clydach Community Council will provide the following benefits;

- Community cohesion through the ownership, involvement and interest in local facilities.
- Partnership working with the community in managing and safeguarding valuable community assets.
- Investment in modern, fit for purpose facilities which the Authority is not in a position to provide.
- Increased access to local formal and informal sporting and recreational opportunities.
- Access to funding opportunities not available to the Local Authority.

2.6 There are large aspects of the park, including football pitches, bowls, canal society and heritage that are currently operated under a self management principle and works well. This future arrangement seeks to

take that responsibility to the next stage, further opening up opportunities as outlined above

3. Property Implications

- 3.1 To enable the Community Council and its partners to confidently invest in the facilities without fear of the useful life of those investments being cut short and to give the parties involved the ability to apply for grant funding for the maximum number of grants available a 125 year lease is considered appropriate in this case.
- 3.2 The lease will require the Park to remain as a public open space, maintain the current facilities to a high standard, forbid any changes to the current lease / licence agreements that are already in place without the Local Authority's permission and also not allow any alterations / changes to the facilities at the Park without Local Authority consent.
- 3.3 Given the above terms a peppercorn rent for the length of the term is considered appropriate and to be best value given the proposed use. The current use of the land makes any more financially viable use of the land extremely unlikely and, even if it were possible, it would probably be outweighed by the well-being benefits of the current proposal.
- 3.4 As the land is deemed to be public open space a statutory consultation process will be commenced and will conclude prior this report being considered by Cabinet. The response to the statutory consultation will be collated and a verbal report presented to Cabinet in order that Cabinet can have regard to any objections raised, prior to making any decision on whether it is appropriate to dispose of the land on the terms outlined within this report.
- 3.5 The above mentioned terms are non-negotiable so cabinet approval is sought for these terms and to then authorise the Director of Place to negotiate and settle the other detailed terms of the proposed lease (and thereafter any required Deeds of Variation) and to instruct the Chief Legal Officer to finalise the legal documentation.

4. Equality and Engagement Implications

- 4.1 The Council is subject to the Public Sector Equality Duty (Wales) and must, in the exercise of their functions, have due regard to the need to:
 - Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
 - Advance equality of opportunity between people who share a protected characteristic and those who do not.
 - Foster good relations between people who share a protected characteristic and those who do not.

- 4.2 Our Equality Impact Assessment process ensures that we have paid due regard to the above.
- 4.3 An EIA Screening Form has been completed with the agreed outcome that a full EIA report was not required. The reasons for this were:
- 4.4 The community council will improve and enhance the facility provision in Coedgwilym Park to enable them to further develop opportunities for the local community. There will be no change in provision or opportunity than at present as the Park will remain fully open to the public as it is now. The only change to current provision is that the Community Council will have the responsibility for the areas within the demises. Casual usage will not change or be adversely affected, and in the long term is anticipated to increase.

5. Financial Implications

- 5.1 Agreement of a long term lease to the Community Council would preclude the Authority from the possibility of the future sale and capital receipts from this site.
- 5.2 The current annual costs for the Parks service in relation to Coedgwilym park are;
- Grounds maintenance of football and cricket pitches - £11,938 which includes grass cutting, pitch maintenance and renovations, shrub pruning, tennis courts maintenance, sweep car park, flower provision, cut hedges etc.
 - Site is litter picked 3 x weekly at an approx. cost - £2,826
 - Play equipment is inspected 4 x annually - £130
 - Estimate of repairs and play bark replacement annually - £500
- 5.3 The average annual income to the Authority from permit fees for all sports is £3,500
- 5.4 There will be an annual loss of income to the Authority of up to £3,500 as the clubs will cease to pay a permit fee to play matches as part of the lease agreement.
- 5.5 There will be additional financial income to the Authority from Clydach Community Council paying an annual figure of up to £5,000 to the Authority for the cutting of grass and hedges initially whilst they investigate the purchasing of machinery.
- 5.6 Therefore there will be a net saving to the Authority of approximately £11,500 per annum. This will be set against current savings targets within the MTFP
- 5.7 In agreeing this proposal, it must be noted that expenditure budgets for maintenance and income targets for permits sit across two different Departments. In agreeing this report and transferring income and

expenditure to the leaseholder, adjustment must be made between Departments to ensure that new budgets reflect the future arrangements before savings are made.

- 5.8 There will be no additional long term revenue or capital financial commitment required by the Authority for any new facilities provided by the Community Council, as this will be the responsibility of the Community Council from the date of the lease.
- 5.9 The Authority has received an outline business case from Clydach Community Council which includes their form of organisation and the proposed community benefits.

6. Legal Implications

- 6.1 Section 123 of the Local Government Act 1972 and the Council's Land Transaction Procedure Rules set out in the constitution apply to this disposal. Under s123 LGA 1972 a local authority has the power to dispose of land held by it in any manner it wishes provided that the local authority achieves the best consideration that can reasonably be obtained except where the disposal is for a short tenancy (less than 7 years) or the local authority has the consent of the Welsh Ministers. Under the Council's constitution the responsibility of determining in what manner the land will be disposed of in order to obtain best consideration lies with the Director of Place.

Under the General Disposal Consent (Wales) Order 2003 the Welsh Ministers have issued a general consent for disposals of land under s123 for less than best consideration. This allows a local authority to dispose of land for less than best consideration if it considers that the disposal will contribute to the promotion or improvement of the economic, social or environmental well-being of its area and the extent of the undervalue is no more than £2m.

- 6.2 There are specific powers and requirements for the disposal of land held by a local authority for planning purposes, housing, allotments, open space and school playing fields.

Where the land is deemed open space, the Council is required under s123 to advertise the disposal of the land in the local newspaper for two consecutive weeks and to give full and proper consideration to any objections. The key issue for the Council is to balance any adverse consequences of the loss of open space, having regard to the objections received, against the advantages of disposing of the land.

In order to dispose of land which is currently playing fields the local authority must comply with The Playing Fields (Community Involvement in Disposal Decisions) (Wales) Regulations 2015. The Council must before making a decision to dispose of a playing field, or any part of a playing field, publish on two consecutive weeks in at least one local

newspaper a notice of the disposal and display a copy in at least one place on or near the playing field to which the disposal relates, and, in any event, at each official entrance to the playing field, for not less than 6 weeks. Copies of the notice and details of the disposal also need to be sent to a number of organisations as set out in the regulations.

The requirements contained in the regulations do not apply where:

1. The proposed decision to dispose relates to the grant of an interest in the playing field, or any part of the playing field, that does not have an adverse impact on the use of the playing field as a sports or recreational facility by the public;
 2. The playing field is to be retained as a sports or recreational facility for use by the public and the disposal is to be made to a local authority or a body whose aims or objectives include the promotion of sporting or recreational activities.
- 6.3 The property has not been advertised on the open market. The Council's constitution specifies that if there has been no marketing of the Land or only one person has indicated an interest to purchase there can be no such disposal of land except where it is determined by the Director of Place or his nominee that there is only one party who could acquire the interest because of the physical, legal or other characteristics of the land and that it is appropriate to sell by private treaty. In this particular case the land is public open space/playing fields for community use and consequently is of limited interest to the market generally. Therefore, the Director of Place is satisfied that the characteristics of the land dictate that there is realistically only one party who would be interested in acquiring this land and that it is prudent and appropriate to sell by private treaty."
- 6.4 The lease documentation will contain all the relevant provisions to protect the Council's interest.

Background papers: None

Appendices:

Appendix A – Plan

Appendix B – EIA Screening Form