

LONDON BOROUGH OF BRENT

Meeting of the Executive
17 January 2005

Report from Director of Environment

For action

Wards affected:
MAPESBURY

REPORT TITLE: MAPESBURY DELL DOORSTEP GREEN

Forward Plan Ref: ES- 04/05-305

1.0 Summary

- 1.1 This Report seeks Members consent to enter into a deed of covenant with the Mapesbury Conservation Area Trust .

2.0 Recommendations

- 2.1 That Members agree that the Council enters into a deed of covenant in favour of the Trustees of the Mapesbury Conservation Area Trust for a period of 80 years to use the Property as Doorstep Green and not to dispose of the open space without their consent

3.0 Detail

- 3.1 Members will be aware from the report considered by this Committee on 29 March 2004 that the Countryside Agency who administer the Doorstep Greens for the New Opportunities Fund and Living Spaces Fund (administered by Groundwork for the office of the Deputy Prime Minister) have together provided a grant of £116,652 to the Council towards the cost of revitalising the open space known as Mapesbury Dell and using the open space as Doorstep Green.
- 3.2 The Council is undertaking the development of the open space with a local group of individuals called the Mapesbury Conservation Area Trust [MCAT] which was established to seek specific improvements to the Mapesbury Dell with support from Brent Parks Service [BPS] staff.

- 3.3 Members will recall that the grant is subject to many conditions, chief of which is that the Council must enter into a deed of covenant with the Countryside Agency not to sell the Dell or the adjoining park without their consent for a period of 80 years.
- 3.4 Members approved the deed of covenant in favour of the Countryside Agency on 29 March 2004.
- 3.5 MCAT have now asked that Council enters into a deed of covenant in similar term as the deed of covenant with the Countryside Agency failing which they will withdraw their support for the project and refuse to sign the framework agreement which is a condition of the grant.
- 3.6 The deadlines for the completion of the project differed between the two grant schemes. The Living Spaces grant scheme required completion by mid-December 2004. The deadline for the completion for the Doorstep Greens (New Opportunities Fund grant) could extend over three years, but with the capital items falling within the first year. (As the Doorstep Greens grant was covering 70% of the eligible costs, it was likely that the full £55,000 of the grant would be claimed against the capital costs in the first year, and hence there would be no need to make subsequent claims for revenue). In practice, as the construction of the works would be undertaken as one project, it would be necessary to complete much of the works by the earlier of the two deadlines, i.e. mid-December 2004. In anticipation of the grant and the deadlines for grant expenditure, the Head of Service (Parks) decided that the works contract should commence as soon as the contracts were arranged. The contractors commenced work on site on or about 4 October 2004. Because of the time taken to commence work, the Council sought an extension of the completion date to the end of December 2004 with the final inspection by the Living Spaces grant scheme in January 2005. Wet weather in the late autumn of 2004, has pushed the expected completion of works on the ground back to early February 2005.
- 3.7 Clearly failure by MCAT to complete the framework agreement will jeopardise the project. As such Officers recommend that the Council enters into the Deed with the MCAT as Council cannot use the Dell for another purpose anyway due to the Covenant between the Council and the Countryside Agency.

4.0 Financial Implications

- 4.1.1 Brent Parks Service staff will undertake responsibility for managing and letting the landscaping contracts and will supervise these works.
- 4.1.2 The value of the works undertaken to date is approximately £166,652 and of that £116,652 is made from grant sources.

- 4.1.3 Brent Council Parks Services are contributing £32,000 from the playground improvements capital budget 2004/05, £10,000 revenue from the building revenue maintenance budget 2004/05; and £8,000 from section 106 finance. This is a total of £50,000 which together with the combined grant finance of £116,652, provides the budget for the works of £166,652.
- 4.1.4 Living Spaces have made grant instalments to the Parks Service of £55,487 by 13 November 2004, with the final 10% of the grant due following the final inspection early in 2005. The Council were required to keep this finance in an interest-bearing account. The interest to 30 September 2004 was £161.
- 4.1.5 The grant agreements acknowledge that both the Doorstep Greens and Living Spaces grants were necessary for the completion of the works. The grants were conditional upon each other.
- 4.1.6 Parks Services will be liable for the combined value of both grants, £116,652 referred to above, in the event that the grant can not be drawn down.

5.0 Environmental Implications

- 5.1 Mapesbury Dell is situated in an area of recognised open space deficiency [UDP ref map OS1].
- 5.2 Brent Council Parks Strategy has identified this site as in need of priority improvements [BPS ref BVR12].

6.0 Legal Implications

- 6.1 The Council has the power under Section 111 Local Government Act 1972 to do anything (whether or not involving the expenditure borrowing or lending of money or the acquisition or disposal of any property or rights) which is calculated to facilitate or is conducive or incidental to the discharge of any of its functions.
- 6.2 The effect of the Covenant is that the Council cannot sell the Dell and the Park or use them for any other purpose without the consent of both the MCAT and the Countryside Agency within a period of 80 years.
- 6.3.1 It is noted that the MCAT is an unincorporated Association. It is therefore likely that the composition of the people forming the Association will change over the years due to numerous factors e.g. death, old age, relocation from the area etc.

- 6.3.2 It may also be difficult to establish contact with the persons responsible for the Association over a period of time. Thus the Council may be unable to obtain the consent of the MCAT should it wish to sell the land or use it for any other purpose within the 80 year period.
- 6.3.3 Thus the Council must be prepared to use the land for the next 80 years as stated above before it enters into the Deed of Covenant with the MCAT.
- 6.4 The MCAT has agreed to release the land from the proposed covenant if they fail to respond to the Council in writing within 1 month of any written request by the Council to the MCAT to release the land from the covenant in their favour.
- 6.5 Given that the MCAT is an unincorporated association, the Deed of Covenant will be between the Council and specified individuals who will act as Trustees of the MCAT. The Deed should contain details of the succession arrangement in the event of resignation or death of these Trustees and officers will agree these with the MCAT prior to completion of the Deed.

7.0 Diversity Implications

- 7.1 The proposals in this report have been subject to screening and officers believe that there are no diversity implications.

8.0 Staffing Implications

- 8.1 There are no staffing implications.

Background Papers

Executive Report – Mapesbury Dell Doorstep Green – 29 March 2004

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