

# LONDON BOROUGH OF BRENT

Executive - 23<sup>rd</sup> May 2005

## Report from the Director of Housing

For action

Wards affected:  
All

### Report Title **Chalkhill: Combined Facilities Building**

Forward Plan Ref: HSG/04-05/39

#### **Appendices 3 and 5 are not for publication.**

These appendices are not for publication because they contain the following category of exempt information as specified in paragraph 9, Schedule 12A of the Local Government Act 1972, namely: *Any terms proposed or to be proposed by or to the authority in the course of negotiations for a contract for the acquisition or disposal of property or the supply of goods or services.*

#### **1. Summary**

- 1.1 This report concerns the Chalkhill Combined Facilities Building (CFB) in particular the cost of construction and the associated land disposal.

#### **2. Recommendations**

- 2.1 That the Executive notes the receipt of rent for part of the temporary health centre premises and the payment of compensation to Brent Primary Care Trust.
- 2.2 That the Executive agrees to pay the total development cost of the community centre up to the maximum of the estimate in table 1, appendix 3, plus 5%, such payment to be made from the amount set aside for the purpose from the 'council's disposal receipt', with authority given to the Director of Housing to agree the manner of payment and the total sum paid, subject to maximum stated.
- 2.3 That the Executive agrees to dispose of the Combined Facilities Building site to Metropolitan Housing Trust (MHT) for the market value, less the apportionment to the community centre, as determined by CB Richard Ellis.
- 2.4 That the Executive agrees the principles of a development agreement between the council and MHT, as in paragraph 3.20 and authorises the Director of Housing to finalise this agreement subject to these principles being maintained.
- 2.5 That the Executive notes that there will be a capital receipt arising from the disposal of the site shown on the plan in appendix 2, in accordance with the valuation in appendix 5. This receipt is not included in the disposals programme and officers will report to a future meeting of the Executive, proposals for the use of this additional resource.

### **3. Detail**

#### **Background**

- 3.1 The Chalkhill redevelopment scheme is governed by a legal agreement – the Framework Agreement – between the council and New Horizons (Brent) Ltd. New Horizons is the joint venture company formed by Metropolitan Housing Trust and George Wimpey for the sole purpose of redeveloping Chalkhill. The Framework Agreement was signed on 1<sup>st</sup> July 1996. Most of the development work is nearing completion, with the council having fulfilled its major obligations, i.e. the decanting of more than 1200 flats and the demolition of 30 Bison blocks, two multi-storey car parks and associated site clearance works. The last housing developments, comprising phase 6 social housing (94 flats and houses) George Wimpey's private housing for sale (150 flats) and the Jenner House social housing site (15 houses) are due for completion this summer. Although now in the closing stages, the scheme will have a lengthy tail, as there are a number of key developments to be completed: the 'linear park'; the Combined Facilities Building (CFB); and the 'main' park, which cannot start until the health centre moves from its temporary premises into the CFB. This report concerns principally the development of the Combined Facilities Building (CFB) including the disposal of the site but also covers associated issues in relation to the health centre and capital finances.
- 3.2 To remind members briefly of how the current proposals came about: when the Chalkhill scheme was devised some ten years ago, a number of residual issues were left to be resolved. These included the 're-roofing and re-instatement' of the health centre and the provision of community facilities. The former was a clear council obligation in the Framework Agreement. The structural instability of the Bison blocks meant that re-instatement within the old Bison block, following partial demolition and re-roofing, was not possible, leading to a long period of uncertainty as to how the health centre might be re-provided. As to the community facilities, a site showing 'foyer and community building' was included in the original master plan, but without funding in New Horizons' cashflow. In 2001, New Horizons also identified a significant deficit in its cashflow, which threatened to prevent completion of the final phase of social housing. This was mainly due to significant delays in the scheme, caused by the judicial reviews in the first instance but then by slow progress in decanting tenants.
- 3.3 Members should be aware of some key provisions in the Framework Agreement. New Horizons' obligations can only be enforced in so far as it has the necessary financial resources. The council cannot deal, for example in land, within the redevelopment area, without the express consent of New Horizons. New Horizons may also serve acquisition notices on the council, requiring the council to transfer sites to New Horizons or as it directs, provided certain conditions are met. Clearly, the solution to the outstanding development issues required a partnership approach, with the council and New Horizons working in co-operation.
- 3.4 A strategy was developed to utilise some spare land in the redevelopment area, to create more income into the scheme and to use this to assist in re-providing the health centre, to pay the construction cost of a community centre and to eliminate the deficit in the cashflow. The master plan was amended, following public consultation, with the agreement of the Executive (16 December 2002) and the consent of the Secretary of State. This was to allow a larger and more valuable site to be assembled for disposal for private housing development. This is of course the development site opposite the Town Hall, which was sold to George Wimpey in March 2003.

## Combined Facilities Building

3.5 A proposal emerged to develop a new health centre, community facilities (effectively a community centre and henceforth referred to as such) along with local housing offices for MHT and 42 shared ownership flats, in a single building known as the Combined Facilities Building (CFB). Three previous reports on the CFB and related issues have been presented to members: at the Public Services Deciding Committee meetings on 8<sup>th</sup> May 2001 and 16<sup>th</sup> January 2002; and at the Executive on 12<sup>th</sup> November 2003. The minutes from the last meeting are attached at appendix 1, showing the decisions made. Members agreed amongst other things:

- To re-affirm the principle of financing the relocation of Chalkhill health centre and the provision of the community facilities from the proceeds of a land deal at Chalkhill
- To fund the deficit in the New Horizons cashflow from the land deal
- To locate the CFB on the old health centre site (see the plan at appendix 2).

3.6 Officers negotiated a Supplemental Agreement with New Horizons (Brent) Ltd., the fourth such agreement since the original Framework Agreement was signed in July 1996. The Supplemental Agreement was signed on 31 March 2003. The main points of the agreement are:

- To formally agree changes to the Chalkhill Master Plan
- To release New Horizons from certain obligations, which are no longer sought, namely the development of a 'foyer' and sheltered housing
- To release the council from its obligation to re-roof and reinstate the health centre (in the Bison blocks)
- To remove the development of social housing on the Jenner House site from New Horizons cashflow
- To confirm the commitment to, minimum expenditure on and timing of the provision of the Linear Park and the Main Park
- To make supplemental financial provisions, specifically for the use of the capital receipt from the disposal of land to George Wimpey.

3.7 The purpose of the agreed changes, as previously stated, was to sell a larger and more valuable site and to apportion the capital receipt, so as to address the outstanding development issues, to the benefit of all parties. As the proceeds from the sale of land to George Wimpey would pass to New Horizons under the Framework Agreement, the Supplemental Agreement redirects this receipt. The table below summarises the apportionment of the capital receipt, as set out in the Supplemental Agreement.

<b>Deployment of Receipt</b>	<b>Amount</b>	<b>Description</b>
Cashflow Contribution	£3.633m	Amount retained by New Horizons to meet the deficit in their cashflow
Contribution to Councils costs	£1.514m	Cost of clearing site
Council's Disposal Receipt	£3.470m	This receipt to be used only for the following: <ul style="list-style-type: none"> <li>▪ Construction cost of community facilities</li> <li>▪ Compensation to Brent PCT</li> <li>▪ Cost of temporary health centre</li> <li>▪ Cost of removing health centre between buildings</li> <li>▪ Any balance remaining to be used to meet development objectives on Chalkhill at Council's discretion.</li> </ul>
<b>Total Capital Receipt</b>	<b>£8.617m</b>	<b>Paid by Wimpey for private housing land</b>

Note above sums subject to VAT.

- 3.8 The contribution of £3.633m to New Horizons has been paid and the cashflow currently projects a positive balance of £85,000 at the end of the scheme. (Members should note that New Horizons is prevented for taking any profit from the scheme and any balance remaining will be ploughed back into Chalkhill). The council also received a contribution of £1.514m towards its costs in demolishing the Bison blocks and clearing the land. Members should particularly note that the 'council's disposal receipt', by agreement, must be used for specific expenditure headings. Estimates of this expenditure were made in the November 2003 report and these are updated in table 1 in appendix 3, for members only. The Executive is recommended to agree to pay the total development cost of the community centre element only, plus 5% to allow for any variation arising from the tender price (see paras 3.15 to 3.17 below).
- 3.9 The cost of the temporary health centre has increased because it now has to remain on site longer. This is offset by rental income from the GP's for their part of the health centre, which was not previously taken into account. Any further delay in developing the CFB would incur further cost to the council in providing the temporary premises, which would only be partly offset by the GP's rent. The sum described as 'balance available for contingencies' can be used to meet any unforeseen additional costs arising under any of the headings in the table and is considered an adequate sum for the risk involved. Any balance remaining on completion of the above developments must be spent on Chalkhill at the council's sole discretion. Officers will make proposals for the use of any such sums, for agreement by members, if and when they arise.

#### **Compensation to Primary Care Trust and GP's Rent**

- 3.10 Officers have been in negotiation with Brent Primary Care Trust (BPCT) and their predecessor Parkside Health for a considerable time, about how to re-provide Chalkhill health centre, allowing the old Bison blocks A4 and A5 to be demolished. It was agreed that a new health centre would be provided within the CFB, built on the site of the old health centre, with the PCT paying an economic rent. Building on the old site means two moves and a period in a temporary building for the health centre. The Executive agreed to provide the temporary premises, as a report from property consultants CB Hillier Parker showed that it was financially advantageous to build the new health centre on the site of the old, even if the council had to pay the full cost of the temporary building.
- 3.11 The council owed BPCT compensation for the loss of their Minor User Rights, deriving from the Reorganisation of the National Health Service Act 1973, under which BPCT occupied the building. By agreement, the District Valuer determined the level of compensation at £155,000. The Executive agreed to pay this subject to rent being payable to the Council for the portion of the temporary health centre, occupied by two doctors' practices, as also assessed by the District Valuer. As rent is now being received, the compensation payment has been made. The compensation payment was covered by the disposal receipt from George Wimpey and the transactions are fully accounted for in table 1 in appendix 3.

#### **Design of Combined Facilities Building**

- 3.12 Members agreed that the CFB should be located on the site of the old health centre and this was included in the amended Master Plan. The Executive also agreed that MHT should be the developer and architects Levitt Bernstein Associates were appointed to design the building. The design process has been slow, partly because of the complicated nature of the building and the multiplicity of its clients and partly because of the uncertainty of negotiations with Asda. Asda initially refused to allow a bridge link to their car park from the building. A bridge link will greatly improve access and convenience for visitors to the building, especially to the health centre, which will be on the first floor. When Asda sought planning permission for a new mezzanine floor in the store, the consent was subject to a S106 agreement which includes agreement to the bridge link. Asda have now agreed to

the bridge, but have so far failed to sign the S106 agreement, because of other issues disputed with the Planning Service. It should be noted that the S106 only commits Asda to allow the bridge link to land on their car park and not to pay for the cost of the bridge. The cost, including an apportionment to the community centre is included in table 2, appendix 3.

- 3.13 Asda also owns some small strips of land at the foot of their retaining wall which they have agreed to make available to MHT. These strips of land are not essential to the building itself, but facilitate vehicle access and parking within the curtilage. Again the land transfer has not yet been completed. MHT is currently trying to complete negotiations on these points. Whereas the bridge link and the strips of land allow a better design solution, failure to achieve either or both would not prevent the scheme going ahead.
- 3.14 A design has been completed with a bridge link and a planning application was submitted on 31 March, with a decision expected in June. The CFB will be of high quality design and materials. An extract of the architects' design statement, with some outline plans and perspectives of the CFB as a whole and the floor plan of the community centre are attached at appendix 4 for illustrative purposes.

### **Construction costs**

- 3.15 The design has allowed more detailed and accurate cost estimates to be prepared by the project's cost consultants, Davis Langdon. The estimated construction costs of each main part of the building are set out in table 2 in appendix 3, for members only. The Executive has previously agreed in principle to pay the construction cost of the community centre and this cost is set out in the first line, last column of the table. This figure includes fees, inflation and financing cost but not land cost.
- 3.16 The costs in the table are very close to the estimates given in your report of November 2003, but are now built up from a breakdown of building elements, based on a detailed design, with known dimensions and materials. Members should bear in mind that only when a building contract has been signed will a firm price be known. The net floorspace of the community centre is 760m<sup>2</sup> and the above figures include an apportionment of the 'foyer', stairs, lift and bridge link, which are common to the health centre, community centre and offices (but not the flats which are accessed and serviced separately). The new health centre will be 1690m<sup>2</sup> compared with the 982m<sup>2</sup> size of old health centre. The PCT will enter into a lease agreement with MHT, effectively paying the development costs through the rent charged. The flats comprise 21 key worker shared ownership and 21 standard shared ownership, one and two bedroom units. Housing Corporation grant has been agreed and standard nomination rights apply. MHT will meet the entire cost of the housing offices.
- 3.17 Bearing in mind that the estimated cost of building the community centre is covered by the budget reserved from the 'council's disposal receipt', it is recommended that the Executive agrees to pay this cost. It is also recommended that the Executive gives the Director of Housing authority to agree a tender price cost up to 5% higher than the current estimate, provided this is met from the balance available for contingencies, as set out in table 1 in appendix 3. This allows for the tender price to vary, within reasonable limits, from the cost consultant's estimates. If the actual tender price is higher than the 5% tolerance, members will note the balance available for contingencies exceeds the 5% tolerance (table 1, appendix 3) however, in these circumstances, officers will bring a further report to the Executive.

### **Disposal Price**

- 3.18 The site which is proposed for sale to MHT for the CFB development is that shown in the plan at appendix 2. This site was formerly occupied by Bison blocks A4 and A5, comprising

39 flats with Chalkhill health centre on the ground floor. It is a cleared site, the blocks having been demolished by the council in 2002. CB Richard Ellis (formerly CB Hillier Parker) has valued the site, net of the apportionment to the community centre, for the amount stated in the valuation statement at appendix 5, for members only. CBRE have effectively excluded the community centre from consideration in the valuation, on the basis that MHT is not liable for any costs nor receives any benefits from the community centre. It is recommended that the Executive agrees to sell the site to MHT for the value set by CBRE on page II of the valuation statement, plus VAT, subject to a development agreement, the principles of which are set out below.

- 3.19 In noting that the council is foregoing any value of the site attributable to the community centre, members should bear in mind that in the earlier stages of developing these proposals, it was thought that the council may have to 'donate' the whole of the site to achieve the objectives of providing community facilities and re-providing the health centre. Under the Framework Agreement, any receipt would be paid to New Horizons, but through negotiation New Horizons has agreed not to press any claim to this receipt and to agree to the proposals set out here. The council's position is therefore greatly improved, as the receipt is not required for the CFB development or any other outstanding developments on Chalkhill and is available for allocation elsewhere.

### **Development Agreement**

- 3.20 The CFB development is part of the Chalkhill redevelopment scheme and is aimed at meeting the development objectives originally set out, but is structured differently from the mechanism set out in the Framework Agreement. The council is financing the build cost of the community centre albeit from the proceeds of a land deal from within the scheme. New Horizons has agreed to give written consent to the council dealing with this site outside the provisions of the Framework Agreement. These principles need to be enshrined within a development agreement, between the council and MHT, which can be signed simultaneously with the land transfer agreement. The council's external solicitors Ashurst and MHT's solicitors are drafting this agreement now. The principles are as follows:

- The council will transfer the site at market value, less the apportionment to the community centre
- MHT agree to develop the site as described above
- MHT give the council a 125 year lease for the community centre
- MHT agree to lease the community centre back from the council for an initial period of say 10 years, for the purpose of providing a community centre
- MHT will at the same time enter into a lease arrangement with the PCT

- 3.21 It is proposed that the council takes a long lease, although it is not intended that the council will operate the community centre or pay its running costs. This arrangement is to allow the council to control the future use of the community centre should it ever fail and be forced to close. MHT is prepared to undertake the management role for the community centre although they would not underwrite the whole cost of staffing and running activities within the centre, without additional resources. Some resources are available through the Chalkhill Community Trust Fund of £500,000 which can be used to support the running of the centre, subject to the agreement of the Trustees. MHT would also seek alternative sources of finance and income-raising activities in the centre.

- 3.22 After the initial ten year lease, it is intended that either MHT will renew the lease or another suitable local body would come forward (see below). It is not intended that the council would provide ongoing revenue support for the community centre after that point. If the

community centre cannot find the funding to continue, the council would need to agree to allow some other user occupying the premises. If no other occupant could be found, the council would be liable for a proportion of any ongoing service charge for the general management and maintenance of the CFB building.

### **Management of the CFB and Community Centre**

3.23 MHT is investigating options for the provision of facilities management (FM) services for the whole building. They have set the following principles for management of the centre, which must:

- Show value for money
- Meet the needs of local residents and groups
- Provide a secure but welcoming environment
- Encourage use of all the facilities
- Involve residents and user groups in management
- Be sustainable

3.24 Four options are being examined:

1. Commercial provider. MHT already have experience of operating with two companies who have been successful in health care facilities management and leasehold management. They are currently working with a specialist FM consultancy to develop a specification which could form the basis for a tendering exercise.
2. Not-for-profit provider. MHT are similarly discussing possibilities with not-for-profit providers. For example, CIP (formerly known as Community Initiatives Partnership) has contracts to manage LB Hounslow's entire cultural and community portfolio at over 200 sites. This model recruits trustees from the building users and other stakeholders.
3. MHT direct. Options for management will be developed to ensure that a suitable arrangement is in place prior to the facility opening. MHT will offer direct management, with a user group committee in place, at the time of opening the centre, if other options are not sufficiently developed or desirable.
4. Community providers. The Chalkhill project's aspirations for long term sustainability would support the development of an asset-owning social enterprise vehicle, such as a community development trust, to provide FM services to the building as a whole. Currently, this is probably a longer-term ambition, as the local community will need further development to be ready for this.

3.25 Council and MHT officers are assisting members of the local community to form themselves into a body capable of running the community centre themselves. The precise nature of that body is still under consideration. In the short term, options 1, 2 or 3 appear more realistic. Under option 2, something like CIP, with its confederate structure, would allow the prospect of developing towards option 4 in the longer term. MHT have given a commitment to put in place a management structure within MHT to run the centre, if the other options do not come to fruition.

### **Development Timetable**

3.26 The design process has been delayed and it is important to now progress the scheme to avoid further delays which would result in additional cost to the council for the temporary health centre and erosion of the value of New Horizons' budget for the park, which can only start once the health centre has moved. The design was submitted for planning on 31 March 2005 and hopefully will gain approval in June. MHT began the procurement process

for a building contractor with an OJEU notice in January and are currently producing a short list for the tendering exercise. The contract should be let in September with an anticipated completion date of May 2007. It is intended to transfer the site to MHT in July, subject to the Executive's agreement to the recommendations in this report.

Milestone	Date
Submit planning application	31/03/05
Planning approval	08/06/05
Sign development agreement	01/07/05
Transfer site	01/07/05
Issue tender for construction	17/06/05
Appoint contractor	22/09/05
Complete CFB	01/05/07

#### 4. Financial Implications

- 4.1 The 'Council's Disposal Receipt' of £3.470m has been received from the sale of land to George Wimpey and has been reserved for the uses agreed, as set out in the table at paragraph 3.7 of this report. These agreed uses are: compensation to Brent PCT for the loss of the old health centre premises; provision of a temporary health centre; removal of health centre between buildings; and any remaining balance to be utilised on Chalkhill.
- 4.2 Compensation of £155,000, the amount set by the District Valuer and as agreed by the Executive, has been paid to BPCT. The cost of providing a temporary health centre has risen to £1,031,000 from the previous estimate of £650,000k. This is due to delays in progressing the design of the new building which have increased the rental period for the temporary building from 30 months to 58 months. This has been offset by the receipt of rent for that part of the health centre occupied by the GP practices, not previously taken into account because of its uncertainty. This has reduced the net cost of the temporary health centre from £650,000 to £610,000. In addition there are costs associated with removing the temporary buildings and moving the health centre to their new premises. Previously £50,000 was allowed, now increased to £75,000.
- 4.3 The major part of the receipt was to finance the construction of the community centre. The current more detailed estimate is within the outline estimate previously reported and is covered by the budget reserved from the Wimpey capital receipt. Members should be aware that this is still an estimate and the cost will not be firmed up until MHT have completed their tendering exercise. The recommendation is that the Director of Housing is given authority to agree final costs within 5% of this estimate, to allow for some variation from the estimate in the final tenders.
- 4.4 There is a balance available for contingencies across all the agreed spending heads as set out in table 1 in appendix 3. This is a prudent contingency allowance but members should be aware that there is little prospect of additional resources being brought into this project and so it is essential that overall costs are constrained within the reserved budget available.
- 4.5 The site has been valued by CB Richard Ellis as set out in appendix 5. This is not an open market disposal because of the special terms of the development agreement with New Horizons. The disposal of the site, excluding any value attributable to the community centre, will bring in a capital receipt which is not in the current disposals programme and therefore represents additional resources for distribution. Officers are of the view that the value of the land can be offset by the council's capital allowance and as such the net pooling requirement will be nil. This means that 100% of the receipt is usable and available for allocation by the Executive.



## 5. Legal Implications

- 5.1 Ashurst (formerly Ashurst Morris Crisp) have acted as the Council's legal advisers on Chalkhill since the inception of the redevelopment scheme in 1994 and have provided legal advice for this report.
- 5.2 The Framework Agreement (the agreement) signed by the Council and New Horizons (Brent) Ltd on 1<sup>st</sup> July 1996 governs the redevelopment of Chalkhill. It sets out the development objectives and the obligations of both parties. The Chalkhill Master Plan is annexed to the agreement and shows the areas of new social housing and other intended developments. All land within the redevelopment area, on the satisfaction of certain conditions, passes from the Council to New Horizons or to a third party nominated by New Horizons. Social housing land is transferred for a nominal sum; land for private housing is sold at the equivalent of open market value and the proceeds, if the agreement remained unchanged, would pass to New Horizons. The mechanism for determining the equivalent of open market value, as set out in the Framework Agreement, was to have it valued as such by one of three named professional valuation firms, Hillier Parker (now CB Richard Ellis) being one of these.
- 5.3 The Council and New Horizons agreed to change the Master Plan in 2002 and a consultation exercise was completed within the redevelopment area and reported to the Executive on 16<sup>th</sup> December 2002. The Executive agreed the changes and a supplemental agreement was entered into with New Horizons to change the terms of the Framework Agreement accordingly. This was signed on 31 March 2003 and the terms are summarised in paragraphs 3.6 and 3.7. Even with the supplemental agreement, the council requires the express consent of New Horizons to deal with this site outside of the Framework Agreement and to be able to retain the receipt. It is understood that written consent has been received.
- 5.4 The original proposals for Chalkhill, as embodied in the Framework Agreement and annexed documents, required a number of special consents from the First Secretary of State and these were received on 26<sup>th</sup> June 1996. Because the Master Plan and the agreement were changed from those submitted to the Secretary of State, variations to those consents had to be sought for some of the changes. The site sold to George Wimpey at equivalent to open market value on 31 March 2003, was originally to be sold to New Horizons or its nominee at a nominal sum, for use for social housing and a community building, with a 'foyer' scheme. The changes to the proposals required a variation to the Secretary of State's consent under sections 32 to 34 of the Housing Act 1985. These provisions give local authorities power to dispose of land held for housing purposes. This consent was received on 25<sup>th</sup> March 2003.
- 5.5 The Office of the Deputy Prime Minister also deemed it necessary to issue a separate revised consent for the Phase 6 social housing site, even though this was the counterpart of the disposal to Wimpey. This is consent under section 233 of the Town and Country Planning Act 1990, to sell land acquired or appropriated for planning purposes at less than the best consideration that can reasonably be obtained. This is because this site was originally to be sold at open market value for private housing, but has been transferred to MHT for £1 for social housing. Valuations of the site provided by CBRE demonstrated that the 'net' effect of switching the private and social housing sites, was a substantial financial benefit of around £3m. The Secretary of State's consent was received on 24 October 2003. Because the CFB site is to be sold at equivalent to open market value as determined by CBRE no further consent is required, as the council is receiving 'best consideration'.

## 6. Diversity Implications

- 6.1 The Chalkhill redevelopment area is a culturally and ethnically diverse neighbourhood. A household survey by MHT in 2003 showed 56% of household from a non-white background with significant black (27%) and Asian (17%) groups. The CFB will offer a valuable range of services and activities to the whole community, through the health centre, community centre and housing offices. The intention is to develop the community centre as a popular and inclusive hub for the community to meet, socialise and take part in a wide range of activities, to improve their knowledge, employment prospects and health or just for recreation. The household survey showed the idea of a community centre to be a popular proposal for all sections of the community. The building will conform to Disability Discrimination Act 1995 requirements. The building itself is relatively neutral and it is the management of the facility, the access to it and the activities to be held within it which need careful planning to ensure that all groups within the community have the opportunity to benefit equally from the community centre. As the planning develops, officers will work with MHT and community representatives to carry out an equalities impact assessment on these aspects of the centre.

## 7. Staffing Implications

- 7.1 There are no specific staffing implications arising from this report.

### Background Information

1. Framework Agreement relating to Chalkhill Estate, Brent. 01/07/96
2. Supplemental agreements relating to Chalkhill. Four agreements at various dates.
3. Community facilities and non housing developments. Public Services Deciding Cttee, 08/05/01.
4. Community facilities and non housing developments. Public Services Deciding Cttee, 16/01/02.
5. Chalkhill: CFB and final stages of redevelopment scheme. Executive, 10/11/03.
6. Chalkhill Combined Facility Design Statement, Levitt Bernstein, 31/03/05.
7. Combined Facilities Building, Metropolitan Housing Trust, Estimate Number 6, March 2005. Davis Langdon. **Full report relating to table 1, appendix 3 - not for publication – for members only.**
8. Combined Facilities Building, Site B, Chalkhill Road Wembley, Report and Valuation as at 21 April 2005. CB Richard Ellis. **Full report relating to appendix 5 - not for publication – for members only.**

Any person wishing to inspect the above papers should contact:

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**Extract from Minutes of Executive 12 November 2003.**

**ITEM 17**

**Chalkhill: Combined Facilities Building and the Final Stages of the Redevelopment Scheme**

<b>Summary:</b>	This report concerns principally the Combined Facilities Building (CFB) but covers the land disposals which are an essential element of the funding of the CFB and other elements of the scheme and reviews the work still to be completed in the final stages.
<b>Ward(s):</b>	All
<b>Decision Taken:</b>	<ul style="list-style-type: none"> <li>(i) That the successful disposal of land to George Wimpey within the 2002/03 financial year be noted;</li> <li>(ii) That the uses to which the disposal receipt can be put, as set out in paragraph 6.11 of the report be noted and in particular the availability of funding for the community centre element of the Combined Facilities Building (CFB) as in paragraph 6.38;</li> <li>(iii) that it be agreed not to pursue the option of relocating the Town Hall library in the CFB;</li> <li>(iv) that agreement be re-affirmed to fund the construction cost of the community centre and it be agreed to gift that element of the land value, provided the overall cost is met from within the resources available from the disposal receipt and subject to a further detailed report on costs, development mechanism and management of the facility.</li> <li>(v) that the determination reached by the District Valuer as to the compensation payable by the Council to Brent Primary Care Trust (PCT) as set out in paragraphs 6.15 to 6.18 of the report be noted and it be agreed to pay that sum to the PCT provided rent is received in respect of that part of the temporary health centre occupied by the GP's;</li> <li>(vi) that the Director of Housing be instructed to intervene on behalf of the Council, to improve the level of co-operation and speed of response from both Brent PCT and Asda, in relation to negotiations on the Community Facilities Building;</li> <li>(vii) that it be agreed to dispose of the Jenner House site to MHT for the sum set out in the report, less an amount for demolition of the building (see paragraphs 6.32 to 6.36).</li> <li>(viii) that delegated authority be given to the Director of Housing to agree the final terms of the disposal of the Jenner House site, in terms of the amount withheld for the cost of demolition and any potential soil contamination.</li> </ul>