

PROPOSED DISPOSAL OF ASSET No 1660, and part of ASSET 417. LAND AT ANDREW STREET / BROADWAY, CHADDERTON

Report of Emma Alexander, Executive Director, Commercial Services

Portfolio Responsibility:
Cllr A Jabbar, Cabinet Member for Finance.

May 2014

Delegated Item

Officer Contact: Malcolm Simister (Surveyor)
Ext No: 1979

Purpose of Report

- 1.0 The purpose of this report is to seek authority to proceed with the grant of a lease of land, identified as being Public Open Space, to Chadderton FC.

Recommendation

- 2.0 It is recommended that the grant of a lease to Chadderton FC be approved on the terms and conditions provisionally agreed.
- 2.1 It is recommended that the sole objection to the proposed disposal of public open space be noted.
- 2.2 It is further recommended that the request from Oldham Boro to ground share be declined and the lease granted for the sole use of Chadderton FC.
- 2.3 In addition it is recommended that a 50% contribution to proposed improvements to the asset be granted via a rent free period subject to such period being a maximum of 18 months.

EXECUTIVE DECISION RECORDING SYSTEM :
REFERENCE NUMBER:

DELEGATED ITEM

PROPOSED DISPOSAL OF ASSET NO 1660, AND PART OF ASSET 417, LAND AT ANDREW STREET / BROADWAY, CHADDERTON.

REPORT OF EXECUTIVE DIRECTOR, COMMERCIAL SERVICES

1.0 PURPOSE OF REPORT

- 1.1 The purpose of this report is to seek authority to grant a lease of land at Andrew Street to Chadderton FC.

2.0 RECOMMENDATION

- 2.1 It is recommended that the grant of a lease to Chadderton FC be approved on the terms and conditions provisionally agreed. Detailed terms are stated in appendix II
- 2.2 It is recommended that the sole objection, from the Ramblers Association, to the proposed disposal be noted.
- 2.3 It is further recommended that the request by Oldham Boro to ground share be declined and that the lease be granted for the sole use of Chadderton FC.
- 2.4 In addition it is recommended that a 50% contribution to proposed improvements to the asset be granted via a rent free period subject to such period being a maximum of 18 months and subject to the works being completed and proof of expenditure submitted.

3.0 INTRODUCTION OR BACKGROUND

- 3.1 Under its continuing commitment to good Asset Management Planning, the Council seeks to make best use of its land and property assets. As part of that commitment, the Council looks to utilise the drive and resources of community groups interested in areas of land that can be declared surplus to the Council's requirements regarding direct service delivery. It is intended to consider disposal of such sites to local community groups who are able to productively use the site to enhanced community benefit whilst enabling the Council to concentrate scarce resources elsewhere.
- 3.2 In this case the Council has received a request for a long lease from an established local sports club, Chadderton FC, who have operated from the site for some 60 years. The request is to replace the existing lease of the clubhouse and licence of the pitch with a new lease of sufficient length (at least 25 years) to enable the club to apply for grants to upgrade the facility. This would enable the club to improve the Council owned asset and seek to enhance their sporting provision perhaps providing an additional football pitch to the north of the site. The proposal did, however need to be assessed under the Council's adopted Protocol on Disposal of Open Space.
- 3.3 The site under consideration is regarded as open space, and consequently under the Local Government Act 1972, the Council was required to advertise the intention to dispose of the land in a local newspaper for two consecutive weeks, and to consider any objections to the disposal which may be made in reaching a final decision on the proposal.

3.4 As a result of the advertisement one letter has been received from the Oldham Group of The Ramblers Association. A copy of the letter is attached at appendix 1.

4.0 CURRENT POSITION

4.1 The land is currently considered as Public Open Space with access to the site through gates from Broadway and Andrew Street. The site has been used as a football pitch for many years by Chadderton FC who also currently maintain the site without any financial or material assistance from the Council. The request to dispose to Chadderton FC would be by way of a lease and subject to restriction to sporting and recreational use ensuring that the existing recreational use continues. The club would wish to invest in the site and manage it from their local base in the community with the intention of improving the asset and applying for grants should a lease for a term in excess of 25 years be granted.

4.2 The Council does not need to retain direct management responsibility of the site for service delivery and therefore authority is now sought to enter into a lease of the land, shown edged red on the plan, to the rear of this report.

5.0 GROUND SHARE ENQUIRY

5.0 The Council has also recently received a further enquiry from Oldham Boro Football Club requesting that the Council, as landlord, enforce a ground share arrangement at the Andrew Street site with Chadderton FC. Oldham Boro have also confirmed that if the Council is not minded to impose a short term nomination right in the lease to Chadderton AFC, thereby enabling Oldham Boro to play within the Borough of Oldham, Oldham Boro would consider that it had no alternative but to issue a formal expression of interest for a long term lease of the site at Andrew Street. A formal expression of interest has been received and it is assumed that Oldham Boro wish to competitively bid for the occupation of the Andrew Street ground.

5.1 It is noted that Chadderton FC are currently in occupation of the land and are delivering a service similar to that which Oldham Boro aspire to deliver within Oldham. Chadderton FC currently occupy the site by way of a licence and have a track record of investing in the asset and have proposals to invest further. Chadderton FC have a very close association with the ground having occupied the site since 1947 and have the strong support of the local Ward Councillors.

5.2 Chadderton FC have been consulted and believe that the ground is currently fully utilised and to accommodate Oldham Boro would result in junior Chadderton FC teams being displaced to other sites, if such sites could be located. Chadderton FC thoughts on a ground share are detailed in Appendix III.

5-25.3 Ward members have been consulted on a ground share and are opposed to the prospect. Detailed ward member comments are contained in section 10.2 below.

6.0 OPTIONS / ALTERNATIVES

6.1 Do nothing; however this would lead to the Council losing a possible opportunity to use the resources and drive of a well established local sports club as an opportunity to provide an improved facility.

6.2 Renew the existing lease / licence for further short term periods. This will not give the club security required for funding from most grant awarding bodies and is unlikely therefore to lead to any further major site improvements. An opportunity to pursue improved sporting provision for the Community would be lost.

6.3 Proceed with the grant of a lease to the club of a sufficient term to enable the club to pursue options for grant funding whilst imposing restrictive user covenants to preserve the use for sporting and recreational purposes only with any alterations to the site or any additional structures requiring prior Council consent.

6.4 A further option, alongside the options stated in 6.2 and 6.3 above is to seek to accommodate Oldham Boro in the site. This is not considered feasible due to the current usage of the site and would require displacing existing Chadderton FC teams to other sites.

7.0 PREFERRED OPTION

7.1 The preferred option is to grant a lease of the land to Chadderton FC subject to agreement as to terms and conditions. This allows the club to pursue options to improve the site and transfers maintenance responsibility to the club for the duration of the lease.

7.2 It is anticipated that the new lease will be for a term of 35 years subject to an initial rent of £1950.00 per annum.

7.3 It is preferred that the option of enforcing a ground share is declined and the lease granted solely to Chadderton FC.

8.0 PROPOSED SITE IMPROVEMENTS

8.1 The club have stated their intention to improve an under utilised part of their site to the rear of the fire station and have had an estimate suggesting that the work will cost in the region of £5000.00. The works are to remove stone and spoil from the site, improve drainage by laying new drains, purchase and spread new soil and seed the newly improved site. The cost includes labour, materials and skip and digger hire.

8.2 The club have asked for the Council to make a contribution to these works which would improve the asset and enable the club to make further progress to enhance its community work as the improvements are to provide an additional pitch to be used as a training pitch for junior teams.

8.3 As the works would improve the asset it is proposed that the Council assist the club by making a contribution of 50% of the costs incurred via a rent free period of no longer than 18 months.

8.4. The club are ready to commence these works but would prefer the security of the lease before committing club funds.

8.5 In addition, the club are investigating the possibility of seeking grant funding for further improvement works and have been discussing the possibilities with representatives of Manchester FA (see members comments, section 10.2, below) but this is dependent on a lease being granted.

9.0 COOPERATIVE AGENDA

9.1 The efficient use and improvement of the Council's property portfolio is fully aligned with the Council's Cooperative agenda. In addition including a local community group in the maintenance of a community facility and in its future development and improvement is in keeping with the Cooperative agenda

10.0 CONSULTATION

10.1 The advertising of the proposed disposal of public open space has allowed for full community consultation and one letter has been received from the Oldham Group of the Ramblers Association and is attached as appendix 1 to this report. The proposed lease to Chadderton FC will retain the recreational and sporting use and the land will not be used for any alternative use or development.

10.2 Ward Members have been advised of the proposal to grant a lease to Chadderton FC and the following comments have been received. In addition Cllr Brownridge and Cllr Houle have confirmed they are in agreement with the contents of this report.

“The land at Andrew St, Chadderton used exclusively by Chadderton Football Club, was identified by Ward Members as being land that could be disposed of as part of the Borough wide asset review.

Natalie Woodford from Manchester Football Association (MFA) has met with senior officers of the club and has indicated that Chadderton FC has the support of MFA in their desire to gain a long term lease on the land and has indicated her intent to support them with an application for grant funding to improve the facilities in addition to supporting them in terms of both community development and advice on grounds/pitch maintenance.

The club has suffered from vandalism over the years as the ground has had to remain open when not in use and dog walkers have also used the playing surface to exercise their pets, at times leaving behind damage turf and dog fouling.

The club has used the ground for over 60 years and they have a wish and desire to make progress. Without a long term lease they are unable to secure funding nor can they make the progress they seek.

This application has the full support of the Chadderton District Executive.”

Further comments on the proposed ground share have been received, as follows, from ward members who wish to register their objections to such an arrangement.

“Chadderton FC have maintained the area at Andrew St for some 60 or so years and have proved to be trustworthy and reliable tenants, irrespective of who has formed the management committee. They have also had to endure Anti Social Behaviour (including as I understand it the theft of their floodlight lamps), dog walkers using and damaging the playing area as a means of exercising their pet and without cleaning up after them and others who have made use of the fact that this was a Public Open Space.

The Club have clearly demonstrated that they wish to make progress both on and off the field of play and they have a number of junior teams. Manchester FA will work with them in order to obtain Charter Standard Community Development Status, the highest recognition a club at their level that can be obtained.

The playing surface is already used to it's maximum potential, first team and second teams on alternate Saturday's with fixtures arranged by the senior league (North West Counties), while the youth team and ladies team play on a Sunday. A ground share with any club would mean that Chadderton FC would have to dispense with one of their junior teams, and that is an unreasonable ask of any club and impacts on those who are currently playing at the club.

Contrast this with what the then Oldham Town were provided with by this authority; a facility that could and should have seen them progress up the football pyramid but which was instead squandered.

When they had to vacate the ground at Nordens Road due to re-development a proposed move to Whitebank Road was met with resident opposition and the plans were not to be recommended.

Following further consideration and lobbying they moved into a ground that would meet the standard at which they were competing, which was an enclosed ground with a substantial

clubhouse and further access to funding was sought for them as a result of which floodlights were installed.

They gave a commitment to become the hub of the community, something which they never reached.

Why should a club who have had a ground taken away from them now be presented with the opportunity of benefitting from another who wish to progress. They stand to be nothing less than a hindrance.

Chadderton FC have sought to have the Public Open Space status lifted, and now that this objective is, subject to approval within sight, they should be allowed the opportunity to demonstrate that they can and will make progress and earn their Charter Standard Community Development Status."

11.0 FINANCIAL IMPLICATIONS

11.1 Capital Comments

The purpose of this report is to seek authority to grant a lease of land at Andrew Street to Chadderton FC.

As the lease is for a term of approximately 30 years, this would not be classed as disposal of the assets in question. No premium will be paid and yearly rental income to the Council of £1,950.00 will continue.

Therefore, there are no capital implications.

(Victoria Shaw)

11.2 Revenue Implications

The proposal would continue to generate an income of £1,950.00 in relation to the rental of the asset. The income will be coded to the Commercial Services - Assets service area within the Commercial Services directorate. (K.Williams)

12.0 HUMAN RESOURCES' COMMENTS

12.1 None.

13.0 LEGAL SERVICES' COMMENTS

13.1 The Council's Land and Property Protocols states that decisions to dispose of public open space must be made in two stages. The first stage report is to recommend the disposal of the land in principle subject to the advertising of the proposed disposal and allowing time for objections.

The second stage report will make recommendations for the disposal or retention of the land having regard to any objections which have been received to the proposed disposal.

This report is a second stage report.

13.2 As Chadderton FC is already in occupation of the pitch area by virtue of a licence dated 20th July 2010 it is considered that any proposed changes to its occupation without its consent will run the risk of Chadderton FC claiming that the above licence it has in fact a lease with the possibility that it is determined to be a business tenancy will all the protection of a business tenant under the Landlord and Tenant Act 1954. In addition Chadderton FC position in giving their consent to any ground share proposals is further strengthened by the fact that they are currently holding over at The Pavilion by virtue of a contracted out lease dated 20th July 2010.

13.3 Due to the combination of the fact that Chadderton FC have held property interests in the site both in relation the pavillion and the pitch, the length of time they have been in occupation, their need for a longer lease of the site as a whole to secure grant funding for improvements, the fact the Council has negotiated Heads of terms for a secure tenancy of the whole site to enable the funding to be accessed, and the Club's reliance on this, officers take the view that Chadderton FC could have a very good case to say they have protection and thus security of tenure under the Landlord and Tenant Act.

13.4 The Council's Land and Property Protocols have been complied with.

13.3 The exemption from publication is justified on the category stated in the report. The Council's Land and Property Protocols have been observed. (Peter Oliver)

14.0 IT IMPLICATIONS

14.1 None.

15.0 PROPERTY IMPLICATIONS

15.1 It is also necessary to consider whether the proposal represents an under valuation by reference to the best value the Council could achieve if the land was leased without restrictive covenant to use being imposed in the lease.

15.2 The majority of the site is allocated as green corridor and link on the Local Development Framework. On the former Unitary Development Plan, the majority of the site was also allocated as green belt and recreational open space. It is also considered unlikely that access could be obtained directly from Broadway due to the proximity of the site to a major junction and the amount of traffic using this major highway. Accordingly the planning status limits the acceptable uses to those compatible with its green corridor status and it is not therefore considered that a higher value use would be acceptable in this location.

15.3 Consequently it is not considered that there is an under valuation in this case and the proposal does not therefore represent a lease at less than best consideration that may reasonably be received.

15.4 The remaining property implications are covered fully in this report

(Malcolm Simister)

16.0 REGENERATION COMMENTS

16.1 The Strategic Regeneration & Development Team support the proposal. (Claire Nangle)

17.0 ENVIRONMENTAL AND HEALTH AND SAFETY IMPLICATIONS

17.1 The proposal would not result in the change of use of the site as any lease granted would include restrictive covenants to ensure the continued sporting and recreational use of the site. Provision of better sporting facilities could lead to health benefits for sports participants. Management of the site by a local club could lead to improved maintenance and better facilities with consequent environmental and health and safety improvements.

18.0 EQUALITY, COMMUNITY COHESION AND CRIME IMPLICATIONS.

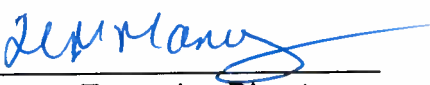
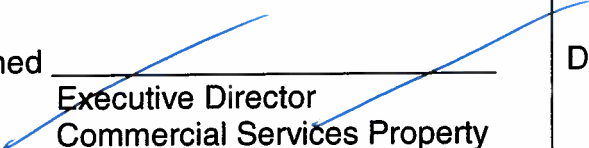


18.1 Management by a local club should lead to a better community focused use of the site and greater community focus and involvement. This should have a positive impact on Community cohesion. The ability to lock and secure the site will lead to a reduction in vandalism and less anti social behaviour as the fenced, secluded site that is otherwise open and available for criminal and anti social behaviour could be closed and secured.

18.2 The club are committed to equal opportunities and the proposed lease will include terms to ensure that the recreational and sporting provision is available to all in the locality on an equal opportunities basis.

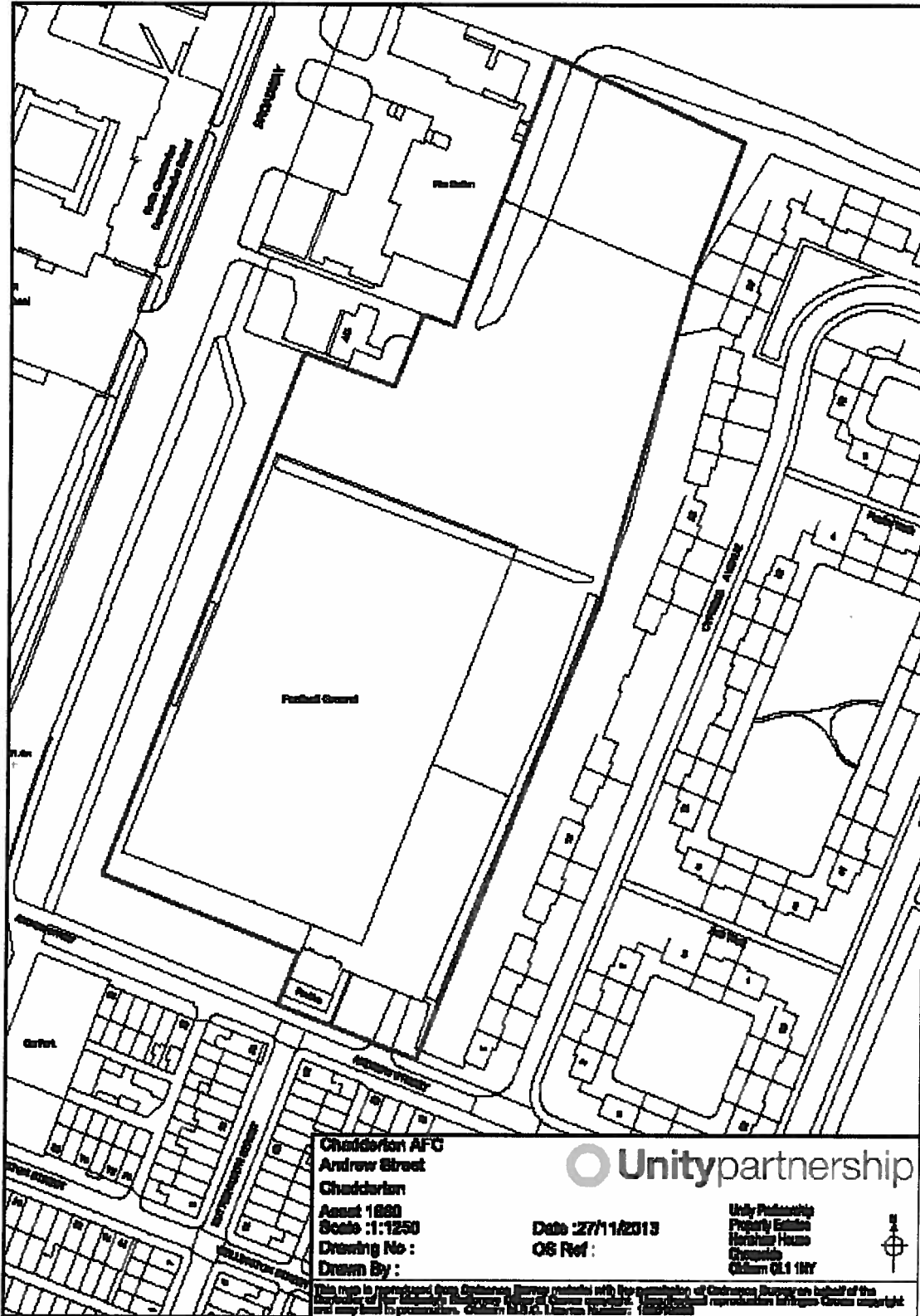
19.0 KEY DECISION – NO

20.0 APPENDICES

- 20.1 Appendix I - Objection letter
- Appendix II - Provisionally agreed lease terms.
- Appendix III – Chadderton FC comments on proposed ground share.

Signed <u></u> Assistant Executive Director Corporate Property	Dated <u>10/6/14</u>
Signed <u></u> Executive Director Commercial Services Property	Dated <u></u>
Signed <u></u> Cabinet Member, Finance	Dated <u>10/6/2014</u>

SITE PLAN



Appendix 1

Objection Letter

One letter commenting on the proposed disposal of Public Open Space has been received. The letter, dated 2nd February 2014 is from the Oldham Group of the Ramblers Association and a copy is attached below.



Manchester and High Peak Area

Oldham Group

40 Taunton Road
Chadderton
Oldham
OL9 0BE

0161 652 7718

email : john@jvwalton.plus.com

Malcolm Simister
Principal Development Officer
Commercial Services
Strategic Asset Management
Oldham Council
Level 06
Civic Centre
West Street
Oldham OL1 1UH

2nd February 2014

Dear Mr Simister

Re : Disposal of Public Open Space at Andrew Street, Chadderton.

I have received a copy of the above plot of open space from your colleague Bernard Summers and would like to make the following comments:

This large plot of public open space is not far from where I live and have waked through it almost weekly from 1971 on my way to the doctors, the bank and the library. It is a quiet oasis away from the 25,000 vehicles per day on Broadway and I sometimes just sit and watch the world go by.

I have been told that you aim to lease the rough patch of grass close to the fire station as a training pitch for Chadderton Football Club and I have no problems with this. In fact there are notices at the entrances saying this is POS and are to be used by the football club on Saturdays, but not on Sunday.

It was brought to my attention that dog walkers are using the pitch as a dogs toilet due to the cemetery being out of bounds to dog walkers. I also walk through the cemetery back home and see that there are notices saying dogs should be on a lead at all times, but not being banned at all times, which is what I was led to believe.

I see that there are notices in some of the parks that ban dogs not to allow them to foul public places, especially where children play. It would therefore seem reasonable to put up notices to ban all dogs from this open space so not to create a mess which the footballers have to clean up before each home game or on training nights.

The ground is only used by the football club on a few hours per week and I am not against some of the grounds maintenance being taken over by the club which I understand they do the bulk of it at the present time.

In fact around 15 years ago, whilst working at Osram in Shaw, I was able to get £4000 of high pressure sodium lamps which had been stolen from the floodlights. I was able to get them for free as my son in law was playing for the club at the time. So I have an interest in the ground and suggest that it remains POS for many members of local people and youngster to use as they do at the minute.

I see that you are to dispose of another patch of open space at the side of the former North Chadderton School on the opposite side of Broadway and will be commenting on this disposal in the next week or so.

I hope that you will consider my comments and keep the open space **OPEN** for the general public to use as was the intention of the former Chadderton Urban District Council before 1974.

Yours Sincerely

John Walton,

Footpath Secretary

Sent by email

Appendix 11

The following terms have been provisionally agreed with Chadderton FC.

1. The Council to grant to Chadderton AFC (2009) a lease for a term of 35 years.
2. The lease to start on a date to be agreed and to include the land shown edged red on the attached plan.
3. The rental to be £1,950.00 (One Thousand, Nine Hundred and Fifty Pounds) per annum, payable quarterly in advance.
4. The rent to be subject to 3 yearly rent reviews to open market rental value.
5. The land and property to be used by Chadderton AFC (2009) in accordance with the aims and objectives of the Club in providing sporting and recreational facilities for people of all ages in the locality and for no other purpose whatsoever except that local voluntary and charitable organizations may use the facility.
6. The rent is exclusive of rates, taxes and any other assessments which may be levied.
7. The lessee to pay business rates and any other taxes which may be levied on the property.
8. The lessee to maintain the clubhouse building and pitch / pitches and to be responsible for all repairs, both internal and external to the building and the site including any peripheral fencing.
9. The Council does not insure the property and the lessee should ensure appropriate and sufficient insurance cover in obtained for buildings and contents of the clubhouse and for the pitch and for public liability.
10. The lessee to indemnify the Council from any costs, claims etc which arise out of their use and occupation of the building.
11. The lessee shall not assign, sublet or part with possession of the property or any part thereof, save as to clause 5 above.
12. The lessee to pay all utility costs (gas, electricity, water etc) consumed at the premises
13. The lessee to obtain any necessary consents which may be required in connection with the use and occupation of the property.
14. The lessee to ensure that adequate policies and procedures as regards Health and Safety, child protection, equal opportunities and disabled discrimination / access are in place, are effective and are reviewed when appropriate.
15. Any alterations / adaptations to be subject to the Councils prior written consent, not to be unreasonably withheld and no additional structures are to be constructed without the Councils prior written consent
16. Each party to bear their own costs in entering in to the lease. You will need to register the lease at the land Registry as it is compulsory now to register leases of a term greater than 7 years.

Appendix III

Chadderton FC

Ground : Andrew Street, Broadway, Chadderton, Oldham , OL9 0JT
www.chaddertonfc.co.uk

North West Counties League – First Division

Ground share request by Oldham Boro

The Committee and other key members of Chadderton FC, all of whom are volunteers and contribute in differing ways to the running of our Club, have discussed the request for us to consider a ground share with Oldham Boro FC for their home games.

You would need to know the history of Chadderton FC and our association with the facilities at Andrew St, Chadderton, to appreciate our views to such an approach,

Chadderton FC:

- have been at Andrew St since 1947 and since that time we have developed, worked on and nurtured the all round ground facilities, including upgrading the playing surface from a cinder pitch to the grass pitch without cost to OMBC to achieve the present day ground standard that is able to sustain and meet the stringent standards -as required by The FA in their Ground Grading documents in order to compete in the football pyramid system
- are striving to move to a much higher level of football than that in which we currently compete.
- has borne all the costs which has run into many thousands of pounds to maintain the pitch. Our Grounds men spend many hours every week, throughout the year, to maintain this.
- Committee members, players and supporters built the brick Club House that has home, away and officials' changing facilities all with showers. A function room, Committee meeting rooms, refreshment and toilet facilities for supporters are all included. All this has been built by Chadderton FC again at OUR cost and hard work.
- has installed 6 x floodlight stanchions all of which have regular maintenance checks and are always in full working order.
- built the Stand, seating and a perimeter wall, a paved access all round the ground has been built together with the crowd control safety barriers all round the playing pitch
- have 2 Adult teams and 2 under 19's team and 23 Junior Teams and we consider that we are unable to sustain any further usage of our pitch to outside Clubs.
- have achieved Charter Standard Status and are now progressing to obtain Community Charter Standard which will open up more support from the FA and more funding opportunities.
- has a wide range of football coaches and management officials with a great deal of recognized FA qualifications and we continue to strive to ensure our standards are maintained on and off the field.
- wish to move forward and provide facilities for the 6-12 year age range, but we need to develop the ground next to the pitch to build a new playing surface for them to use

In January 2010 the Club House underwent a £35,000 refit of new boilers, new showers, new lighting throughout.

This is 67 years of hard graft, personal commitments from generations of Chadderton FC members and supporters and some of these investors in Chadderton FC have sadly passed away but left a fantastic legacy behind.

To remove one or more of our teams to accommodate Oldham Boro is unacceptable and would be at the detriment of Chadderton FC, our players and junior teams.

This long delay has caused Chadderton FC to miss out on outside funding initiatives and Manchester FA has several plans for various substantial improvements at our facility but they are unable to go ahead on our behalf to seek funding because of the lease situation.

Our Club House is used in the Community by the Chadderton Historical Society who has regular meetings, also by the Oldham Sunday League Committee, the Lancashire Amateur League Committee meetings as well as other functions and our own Chadderton FC events.

We sympathize with the position that Oldham Boro find themselves in, but we also feel that in the present situation with our facilities and teams structure, there is absolutely no way a ground share will work as it would cause great and unfair hardship to the players and the structures we have set up at Chadderton FC since we came to this ground in 1947.

It appears that Oldham Boro, after many years at their own home ground(s), either at Nordens Road or the facility at Whitebank Road, a move which the local authority supported, have either been forced out by Oldham Rugby League Club or made their own decision to leave the facility. There appears to have been no exit plan whatsoever on their part and now there is a panic situation.

Oldham Town/Boro' had an opportunity to develop something special at Whitebank Road but failed to do so. Why should we now be expected to curtail our ambitions because of their failings?

You are welcome to come and meet us at our facility and to see first hand all our hard work and discuss our future needs. Chadderton FC has made no financial calls upon Oldham Council.

In conclusion we urge you to move forward and complete the signing of the Lease Agreement for Chadderton FC alone and allow us to move forward with projects in hand and continue our work building a Football Club in the Community that will be the pride of Chadderton and the surrounding Oldham area.

Yours truly,
Bob Sopel - Chairman