

Item 7a

Committee: Environment

Agenda Item

Date: 10 November, 2009

7a

Title: TRANSFER OF BRIDGE END GARDEN TO SAFFRON WALDEN TOWN COUNCIL

Author: Diane Burridge, Director of Operations (01799 510580), Michael Perry, Assistant Chief Executive (01799 510420), and Stephen Joyce, Chief Finance Officer (01799 510628) Item for decision

Summary

- 1 At the September meeting of this Committee, Members approved in principle the transfer of Bridge End Garden to the Town Council. This report is brought to you now to ask Members to decide if they would recommend the transfer to Finance and Administration Committee.

Recommendations

- 2 That Members recommend to Finance and Administration Committee the assignment of the lease and transfer the responsibility for Bridge End Garden and respective equipment, materials and assets to Saffron Walden Town Council on tapering funding of up to 5 years as part of the package of Saffron Walden amenities already determined.

Background Papers

- 3 The following papers were referred to by the author in the preparation of this report and are available for inspection from the author of the report.
 - Transfer of Amenities to Saffron Walden Town Council – report to Environment Committee June and September 2009
 - Transfer of Bridge End Garden to Saffron Walden Town Council – report to Environment Committee September 2009

Impact

4

Communication/Consultation	A public notice was placed in a local paper for two consecutive weeks to invite comment on the proposed disposal of public open space as required by Section 123(2a) of the Local Government Act 1972. No responses were received for consideration.
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Community Safety	SWTC would need to have due regard for issues of safety.
Equalities	The transfer should be seamless from the customers' perspective.
Finance	<p>A potential annual saving of £71,000, phased in over five years, is the expected outcome of these proposals. This would represent an important contribution to the overall savings target of £1.3m identified in the Medium Term Financial Strategy.</p> <p>Net annual budgeted running costs for Bridge End Garden is £55,000 and a total of approximately £71,000 when the other SW amenities are added. It is envisaged that upon transfer UDC will provide grant funding to SWTC on a tapering basis over a five year period. Under such an arrangement UDC will be able to phase in reductions to the budget for these sites so that after five years, the budget will have reduced to nil.</p>
Human Rights	None
Legal implications	Legal procedures to be followed.
Sustainability	Local ownership and accountability
Ward-specific impacts	Saffron Walden
Workforce/Workplace	A consultation period for a TUPE transfer of 2 staff is underway.

Situation

- 5 The District Council is in ownership of a number of assets in the Saffron Walden area that are not mirrored elsewhere in the district. Saffron Walden Town Council has resolved *“That the council instructs the Town Clerk to open discussions with Uttlesford District Council about the possibility of local amenities from Uttlesford District Council to Saffron Walden Town Council in the spirit of partnership working and the safeguarding and improvement of local assets. These amenities should include the following.*

Dorset House Garden – Bridge End Garden – Jubilee Gardens – The Battle Ditches- misc flower beds – Saffron Walden Cemetery.”

A public notice was placed in a local paper for two consecutive weeks to invite comment on the proposed disposal of public open space as required

by Section 123(2a) of the Local Government Act 1972. No responses were received for consideration.

- 6 At the last meeting a report by the Restoration Manager was promised, this objective and independent appraisal is attached. It gives a detailed inventory by area and sets out the condition of the garden currently and what needs to be done. It serves to support the transfer and document the asset for future reference. The appraisal sets out a way forward for Saffron Walden Town Council including an annual reappraisal.

- 7 Members asked that the points they made at the last meeting and details of the proposed legal agreement be provided - in bullet point summary these are answered as follows:
 - Statues (fixed) remain the property of the landlord
 - Statues (freestanding) could be peppercorn leased as a method of preventing them being sold. If Members wish we can include an obligation in the lease for them to be displayed in the Garden (or other location agreed by UDC)
 - Opening hours - The lease requires the gardens to be kept open to the public free of charge with a proviso that the gardens must be closed for 24 hours on Christmas Day. The HLF agreement also requires the garden to remain accessible by the public.
 - Maintenance – the 10 year maintenance plan is included in the Appraisal that follows this report. SWTC are aware of this obligation and intend to ensure it is delivered.

- 8 It is essential that any transfer includes all aspects of work related to that land as two organizations being involved has the potential to be problematic and small items will drive up the price of grounds maintenance contracts.

Risk Analysis

9

Risk	Likelihood	Impact	Mitigating actions
That the facilities deteriorate	1 (Grounds maintenance team already established)	2 (Community dissatisfaction expressed)	SWTC have expressed intention to safeguard and improve these local assets. Tapering funding would be in place. The skilled staff will transfer with the garden.

That customer enquiries continue to come to UDC	3 (Inevitable that customer contacts will come our way from time to time)	2 (Customers irritated and needing to be rerouted)	Notice with hyperlink to SWTC on website Liaison with SWTC on telephone enquiries. Notification to key contacts. Press release
“Cherry picking” of responsibility is permitted.	2 (small pockets of maintenance work left)	2 (Two authorities involved in same pocket of land)	All works associated with the land is transferred with the land/responsibility.
That SWTC finds that the proposal no longer suits them	2 (Transfer is at their request)	2 (maintenance not addressed)	This is a permanent transfer and SWTC has plans in place to manage the facilities.

1 = Little or no risk or impact

2 = Some risk or impact – action may be necessary.

3 = Significant risk or impact – action required

4 = Near certainty of risk occurring, catastrophic effect or failure of project.