

Westfield Parish Council Meeting, 3 August 2016

Westfield Down Project

Introduction

The project has its roots in the early 2000's. The passage of time, together with current events, means that a review of the project would be useful, I think.

The Project falls naturally into three Phases:-

Phase 1 – Football pitches, changing rooms, car park and service road

Phase 2 – Reconstruction of the Cricket Pavilion

Phase 3 –Recreation Facilities, which should be considered together with those provided at the Parish Field

Phase 1 - Football

Under the terms of the S.106 (Planning Gain) Agreement signed in May 2014, the senior pitch, the changing rooms, car park and service road will be built by the housing developer at his cost. The preferred developer has yet to sign the contract for the purchase of the land from the land owners, namely the Downoak Trust/Mrs.Dunkley and East Sussex County Council. Once that happens the next step will be for a planning application to be made by the developer for the drainage scheme which will serve the entire site. Timescales are entirely in the hands of the developer, but hopefully a start on site should occur in the New Year.

A mini-pitch was always a part of the plan but, sadly was not included in the S.106 Agreement. However, the Parish Council can trigger a request for the developer to build it at the Parish Council's cost.

Actions that will be required in the near future and linked to progress made by the developer are:-

- Agree the specification for the senior pitch with Rother and Sports Turf Research Institute, who have been retained by the Parish Council
- Arrange for the construction of the mini-pitch at the same time as the senior pitch is built and agree the price
- Request grant aid from WCA and Rother and, in addition, allocate Parish Council funds for any balance
- Enter into an Agreement for Lease with Westfield F.C. The Lease will be granted when the facilities are satisfactorily completed and will comprise the pitches and changing rooms. The Lease will be for 20/25 years, will be full repairing and renewable. Heads of Terms will need to be agreed by the Council

- The Parish Council will be required to manage and maintain the service road and car park, both of which have a wider than football use
- All the facilities will be built in tandem with the housing in accordance with the S.106 Agreement
- When they are completed satisfactorily they will be handed over to the Parish Council, along with the remainder of the recreation land, amounting to about 4 acres
- Footpaths. The new footpaths will be brought into use.

Phase 2 - Cricket Pavilion Reconstruction

At its last meeting the Council agreed in principle to play a lead role with this part of the project. The following matters are pertinent:-

- The prospect of constructing a combined building with the Scouts has been abandoned
- It makes sense for the Parish Council to take the lead with the project because VAT on construction costs can be recovered. Such recovery is not available to the Cricket Club
- The Parish Council will need to take all executive decisions in relation to the construction project, including agreeing the plans and specification; making the planning application; appointing an Architect/Technical Advisor; agreeing the short list of builders being invited to tender; accepting the lowest tender; signing the contract; managing the construction process to completion; and paying the contractor in accordance with authorised certificates. All fund raising will need to be in the Parish Council's name and all such funds will need to form part of the Council's formal accounts
- After planning approval is obtained it would be sensible to confirm with HMRC (VAT Office) that all relevant rules are complied with such that VAT can be recovered in full
- Before signing a building contract it is essential that :-
 1. Security of tenure is obtained either by negotiating a new lease with the landlords or securing the freehold of the cricket ground. I will be pursuing this matter at the appropriate time.
 2. It is also vital that all funds are in place, including a contingency. Any cost over-runs will be the responsibility of the Club
 3. An Agreement for Lease, including the draft lease, is entered into with the Cricket Club. At this time the Council will need to be satisfied that the Club is sufficiently robust to be able to undertake the responsibilities under the terms of the proposed lease
- In order to give appropriate security to the Club, the Lease will need to be for 20/25 years, renewable. The Heads of Terms will need to be agreed by the

Council. The consideration for granting the Lease will be a peppercorn in order to rank as a non-business activity and thus comply with VAT rules

- The Parish Council has the legal power to build the Pavilion under the terms of the Local Government (Miscellaneous Provisions) Act 1976. Local authorities have a legal duty, when disposing of land, including leasehold disposals, to get the best price obtainable. However, under the General Disposal Consent 2003, issued under the Local Government Act 1972, local authorities are able to dispose of land for less than the best consideration reasonably obtainable as long as they are satisfied that the disposal will promote or improve the social or environmental wellbeing of all or part of its area or of all or any persons resident or present in its area. I believe that the Pavilion satisfies this requirement.
- The Council may wish to allocate some funds for this project either as pump priming or upon application from the Club

Actions required at this time are:-

- Set up a Working Party comprising members of the Council and the Cricket Club and identify the terms and conditions under which it should operate
- Formally appoint Ian Taylor in writing as the Project Manager (Voluntary)

Phase 3 – Recreation Facilities

When the freehold interest in the land at Westfield Down is transferred to the Council by the developer along with the completed football facilities, there will be approximately 4 acres of land available for the development of recreation/sporting facilities. Deliberately, no plans have been formulated because there has been no rush! However, once the developer has made a start on site, then it would make sense to hold a village consultation in order to concentrate minds on what to provide and how to provide them. Such thoughts should be formulated in conjunction with the future use of the Parish Field in the absence of senior football.

At the appropriate time a Working Party and a Project Manager will be required. The effect on the Council's annual budget of maintaining the new facilities should be assessed.

Roger Carrier

July 2016

