

Meeting of the

KING GEORGE'S FIELD CHARITY BOARD

Wednesday, 20 February 2013 at 6.30 p.m.

A G E N D A

VENUE

Committee Room 1, 1st Floor, Town Hall, Mulberry Place, 5 Clove
Crescent, London, E14 2BG

Members:

Mayor Lutfur Rahman	(Mayor)
Councillor Ohid Ahmed	(Deputy Mayor)
Councillor Rofique U Ahmed	(Cabinet Member for Regeneration)
Councillor Shahed Ali	(Cabinet Member for Environment)
Councillor Abdul Asad	(Cabinet Member for Health and Wellbeing)
Councillor Alibor Choudhury	(Cabinet Member for Resources)
Councillor Shafiqul Haque	(Cabinet Member for Jobs and Skills)
Councillor Rabina Khan	(Cabinet Member for Housing)
Councillor Rania Khan	(Cabinet Member for Culture)
Councillor Oliur Rahman	(Cabinet Member for Children's Services)

[Note: The quorum for this body is 3 Members].

If you require any further information relating to this meeting, would like to request a large print, Braille or audio version of this document, or would like to discuss access arrangements or any other special requirements, please contact: Evelyn Akoto, Democratic Services, Tel: 020 7364 4207, E-mail: evelyn.akoto@towerhamlets.gov.uk

LONDON BOROUGH OF TOWER HAMLETS

KING GEORGE'S FIELD CHARITY BOARD

Wednesday, 20 February 2013

6.30 p.m.

SECTION ONE

1. APOLOGIES FOR ABSENCE

To receive any apologies for absence.

2. DECLARATIONS OF DISCLOSABLE PECUNIARY INTERESTS

To note any declarations of interest made by Members, including those restricting Members from voting on the questions detailed in Section 106 of the Local Government Finance Act, 1992.

See attached note from the Monitoring Officer.

	PAGE NUMBER	WARD(S) AFFECTED
3. UNRESTRICTED MINUTES		
To confirm as a correct record of the proceedings the unrestricted minutes of the meeting of the Board held on 21 November 2012.	5 - 8	
4. REPORTS FOR CONSIDERATION		
4 .1 Stepney Green/Mile End Park Update	9 - 38	
4 .2 Mini-restructure of the Parks Service	39 - 42	
5. EXCLUSION OF THE PRESS AND PUBLIC		

In view of the contents of the remaining items on the agenda the Committee is recommended to adopt the following motion:

“That, under the provisions of Section 100A of the Local Government Act 1972, as amended by the Local Government (Access to Information) Act 1985, the press and public be excluded from the remainder of the meeting for the consideration of the Section Two business on the grounds that it contains information defined as Exempt in Part 1 of Schedule 12A to the Local Government Act, 1972.”

EXEMPT SECTION (Pink Papers)

The exempt committee papers in the agenda will contain information, which is commercially, legally or personally sensitive and should not be divulged to third parties. If you do not wish to retain these papers after the meeting, please hand them to the Committee Officer present.

	PAGE NUMBER	WARD(S) AFFECTED
6. EXEMPT MINUTES		
To confirm as an accurate record of the proceedings the exempt minutes of the meeting of the Board held on 21 November 2012.	43 - 44	
7. ANY OTHER BUSINESS WHICH THE CHAIR CONSIDERS TO BE URGENT		

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Agenda Item 2

DECLARATIONS OF INTERESTS - NOTE FROM THE MONITORING OFFICER

This note is for guidance only. For further details please consult the Members' Code of Conduct at Part 5.1 of the Council's Constitution.

Please note that the question of whether a Member has an interest in any matter, and whether or not that interest is a Disclosable Pecuniary Interest, is for that Member to decide. Advice is available from officers as listed below but they cannot make the decision for the Member. If in doubt as to the nature of an interest it is advisable to seek advice **prior** to attending a meeting.

Interests and Disclosable Pecuniary Interests (DPIs)

You have an interest in any business of the authority where that business relates to or is likely to affect any of the persons, bodies or matters listed in section 4.1 (a) of the Code of Conduct; and might reasonably be regarded as affecting the well-being or financial position of yourself, a member of your family or a person with whom you have a close association, to a greater extent than the majority of other council tax payers, ratepayers or inhabitants of the ward affected.

You must notify the Monitoring Officer in writing of any such interest, for inclusion in the Register of Members' Interests which is available for public inspection and on the Council's Website.

Once you have recorded an interest in the Register, you are not then required to declare that interest at each meeting where the business is discussed, unless the interest is a Disclosable Pecuniary Interest (DPI).

A DPI is defined in Regulations as a pecuniary interest of any of the descriptions listed at **Appendix A** overleaf. Please note that a Member's DPIs include his/her own relevant interests and also those of his/her spouse or civil partner; or a person with whom the Member is living as husband and wife; or a person with whom the Member is living as if they were civil partners; if the Member is aware that that other person has the interest.

Effect of a Disclosable Pecuniary Interest on participation at meetings

Where you have a DPI in any business of the Council you must, unless you have obtained a dispensation from the authority's Monitoring Officer following consideration by the Dispensations Sub-Committee of the Standards Advisory Committee:-

- not seek to improperly influence a decision about that business; and
- not exercise executive functions in relation to that business.

If you are present at a meeting where that business is discussed, you must:-

- Disclose to the meeting the existence and nature of the interest at the start of the meeting or when the interest becomes apparent, if later; and
- Leave the room (including any public viewing area) for the duration of consideration and decision on the item and not seek to influence the debate or decision

When declaring a DPI, Members should specify the nature of the interest and the agenda item to which the interest relates. This procedure is designed to assist the public's understanding of the meeting and to enable a full record to be made in the minutes of the meeting.

Where you have a DPI in any business of the authority which is not included in the Member's register of interests and you attend a meeting of the authority at which the business is considered, in addition to disclosing the interest to that meeting, you must also within 28 days notify the Monitoring Officer of the interest for inclusion in the Register.

Further advice

For further advice please contact:-

Isabella Freeman, Assistant Chief Executive (Legal Services), 020 7364 4801; or
John Williams, Service Head, Democratic Services, 020 7364 4204

APPENDIX A: Definition of a Disclosable Pecuniary Interest

(Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012, Reg 2 and Schedule)

Subject	Prescribed description
Employment, office, trade, profession or vacation	Any employment, office, trade, profession or vocation carried on for profit or gain.
Sponsorship	<p>Any payment or provision of any other financial benefit (other than from the relevant authority) made or provided within the relevant period in respect of any expenses incurred by the Member in carrying out duties as a member, or towards the election expenses of the Member.</p> <p>This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.</p>
Contracts	<p>Any contract which is made between the relevant person (or a body in which the relevant person has a beneficial interest) and the relevant authority—</p> <p>(a) under which goods or services are to be provided or works are to be executed; and</p> <p>(b) which has not been fully discharged.</p>
Land	Any beneficial interest in land which is within the area of the relevant authority.
Licences	Any licence (alone or jointly with others) to occupy land in the area of the relevant authority for a month or longer.
Corporate tenancies	<p>Any tenancy where (to the Member's knowledge)—</p> <p>(a) the landlord is the relevant authority; and</p> <p>(b) the tenant is a body in which the relevant person has a beneficial interest.</p>
Securities	<p>Any beneficial interest in securities of a body where—</p> <p>(a) that body (to the Member's knowledge) has a place of business or land in the area of the relevant authority; and</p> <p>(b) either—</p> <p>(i) the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or</p> <p>(ii) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which the relevant person has a beneficial interest exceeds one hundredth of the total issued share capital of that class.</p>

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LONDON BOROUGH OF TOWER HAMLETS

MINUTES OF THE KING GEORGE'S FIELD CHARITY BOARD

HELD AT 6.40 P.M. ON WEDNESDAY, 21 NOVEMBER 2012

**COMMITTEE ROOM, 1ST FLOOR, TOWN HALL, MULBERRY PLACE, 5 CLOVE
CRESCENT, LONDON, E14 2BG**

Members Present:

Mayor Lutfur Rahman (Chair)
Councillor Ohid Ahmed (Vice-Chair)
Councillor Rofique U Ahmed
Councillor Shahed Ali
Councillor Abdul Asad
Councillor Alibor Choudhury
Councillor Shafiqul Haque

Officers Present:

Stephen Adams	Finance and Resources Manager
Michael Rowan	Head of Parks and Open Spaces
David Galpin	Head of Legal Services, (Community)
Jill Bell	Head of Legal Services, (Environment) – Arrived Late
Evelyn Akoto	Democratic Services

1. APOLOGIES FOR ABSENCE

Apologies were received from Councillors Rabina Khan and Oliur Rahman.

2. DECLARATIONS OF DISCLOSABLE PECUNIARY INTEREST

No declarations of disclosable pecuniary interest were made.

3. UNRESTRICTED MINUTES

RESOLVED

That the unrestricted minutes of the meeting of King George's Field Charity Board held on 18 July 2012 be agreed and signed by the Chair, as a correct record of the proceedings.

4. REPORTS FOR CONSIDERATION

5. KING GEORGE'S FIELDS CHARITABLE TRUST ANNUAL ACCOUNTS, 2011/2012

At the request of the Chair, Stephen Adams, Finance and Resources Manager presented the King George's Fields (KGF) Charitable Trust Annual Accounts 2011/2012. The officer circulated the statement of financial activities to members at the meeting as it was not included in the agenda.

- The report provides details of the annual accounts of the King George's Field Tredegar Square charities for the 2011/2012 financial year. This includes Stepney Green and Whitehorse Road open space and KGF Tredegar Square charity.
- KGF Mile End produced a surplus of £75,000, and that KGF Tredegar Square achieved a balanced position. There were increases in the various sources of income and reductions in expenditure.

In response to Member's questions, officers provided the following answers:

- Table 3.4 on page 9 refers to the major variations in expenditure for KGF, Mile End, between 2010/11 and 2011/12. There is a big jump for Energy and Water actual amount for 2010/11 and 2011/12 and that is because of delays in receipt of charges levied by the utility companies in 2010/11. Hence the 2010/11 charges have been included in the 2011/12 accounts, this explains the additional increase in variance.
- The Fees and Insurance spent listed on Appendix 1 of the statement of financial activities which has been circulated to members, has a big variance between 2010/11 -2011/12. This is as a result of the Big Lottery grants fund ending, and so the council stopped using security at the playground which created a big save.
- The variance on Repairs and Maintenance is largely dependent on levels of damaged caused by vandalism etc. The security fees to outside bodies were also reduced.

RESOLVED

1. That the annual report and accounts for the King George's Field, Mile End Charity (registered number 1077859) for the 2011/2012 financial year be agreed;
2. That the annual report and accounts for the King George's Field Tredegar Square charity (registered number 1088999) for the 2011/2012 financial year be agreed;
3. That the mayor be authorised to sign the annual reports and accounts for submission to the Charity Commission.

6. ANY OTHER SECTION ONE BUSINESS WHICH THE CHAIR CONSIDERS TO BE URGENT

There was no other business

7. EXCLUSION OF THE PRESS AND PUBLIC

In view of the nature of agenda item 8, the Committee **RESOLVED:**

“That, under the provisions of Section 100A of the Local Government Act, 1972 as amended by the Local Government (Access to Information) Act, 1985, the Press and Public be excluded from the remainder of the meeting for the consideration of the Section Two business on the grounds that it contains information defined as Exempt in Part 1 of Schedule 12A paragraphs 4 and 5 to the Local Government, Act 1972”.

[Note: Exempt information is defined in section 100I and, by reference, Schedule 12A of the Local Government Act 1972 (“the 1972 Act”). To be exempt, information must fall within one of the categories listed in paragraphs 1 to 7 of Schedule 12A, must not fall within one of the excluded categories in paragraphs 8 and 9 and the public interest in maintaining the exemption must outweigh the public interest in disclosing the information.]

Agenda item 8 “Green Bridge Commercial Units” contained information relating to paragraph 3 (information relating to the financial or business affairs of any particular person (including the authority holding that information)). paragraph 5 (information in respect of which a claim to legal professional privilege could be maintained in legal proceedings). There is information in the report relating to the financial affairs of the King George’s Field, Mile End charity and potential leases of the shop unit. This information is not information falling within paragraph 8 (information required to be reported by companies) or paragraph 9 (development for which the Council may give itself planning permission) of Schedule 12A.

The Committee considered the above information and the public interest favouring public access to local authority meetings, and in this case the King George’s Field Charity Board concluded that given the information contained in Agenda item 8 “Green Bridge Commercial Units” the public interest in maintaining the exemption on the information outweighed the public interest in disclosing it.

8. GREEN BRIDGE COMMERCIAL UNITS

Please refer to Part 2 minutes

9. ANY OTHER PART TWO BUSINESS WHICH THE CHAIR CONSIDERS TO BE URGENT

There were no other business

The meeting ended at 7.05 p.m.

Chair, Mayor Lutfur Rahman
King George's Field Charity Board

Agenda Item 4.1

Committee/Meeting: King George's Field Charity Board	Date: 20 th February 2012	Classification: Unrestricted	Report No: 4.1
Report of: Corporate Director Aman Dalvi Originating officer(s) Owen Whalley – Service Head Planning and Building Control		Title: Stepney Green/Mile End Park Update Wards Affected: St Dunstan's & Stepney Green/Mile End and Globe Town	

1. SUMMARY

- 1.1 The main purpose of this report is to authorise officers to grant a licence to Crossrail to undertake works on the Trusts Land in Mile End Park and Stepney Green. In addition the report provides and update for the Board on the Crossrail Project as it generally impacts upon the Trust land at Mile End Park and Stepney Green and seeks the Board agreement to the provision of new changing rooms for Stepney Green Park. Finally because of the continuing need to deal on an urgent basis with the impact of the Crossrail construction sites on Trust Lands, the Board is recommended to grant delegated powers to officers to undertake any actions considered necessary to protect and enhance the Trust lands affected by the Crossrail project.

2. DECISIONS REQUIRED

The Board is recommended to:-

- 2.1 Agree that Crossrail be granted a Licence to enter on the Trust land at Mile End Park as shown on the drawing attached to the Licence in Appendix 2 in order to undertake the necessary mitigation works arising from the construction of the Mile End Intervention shaft on the football pitch at Mile End.
- 2.2 Agree that the provision of new changing rooms and other open space works at Stepney Green as shown in Appendix 1 provides appropriate compensation for the permanent and temporary loss of open space in Stepney Green Park.
- 2.3 Agree that Crossrail be granted a Licence to enter on the Trust land at Stepney Green football pitch in order to construct the new changing rooms
- 2.4 Authorise officers of the council to act on behalf of the board and undertake any urgent actions considered necessary to protect and enhance the Trust lands affected by the Crossrail project at Mile End and Stepney Green.
- 2.5 Authorise the Assistant Chief Executive (Legal Services) to execute all necessary documents necessary to implement the above recommendations.

3. REASONS FOR THE DECISIONS

- 3.1 The Crossrail Act and the related Parliamentary Undertakings provided some level of mitigation to compensate for the permanent and temporary loss of open space at both Stepney Green and Mile end Park. The proposed mitigation is set out in the report and it is necessary for the Board to agree the detailed proposal and the legal steps necessary to implement the proposed mitigation.

4. ALTERNATIVE OPTIONS

- 4.1 Crossrail is authorised by Act of Parliament to take possession of the Trust Lands at Mile End Park and Stepney Green, and the required mitigation for the temporary loss of land and facilities is set out in the Parliamentary Undertakings. Bearing in mind that Crossrail is under no legal obligation to exceed the requirements of the Act and undertakings, it is considered that the negotiated benefits set out in this report represent significant enhancements on Crossrail's statutory obligations for which no further improvements is realistically possible.

5. BACKGROUND

- 5.1 As previously reported to the Board, Crossrail works affect the Trust Land at both Stepney Green and Mile End Park.
- 5.2 Stepney Green is the location of the junction between the two eastern branches of Crossrail. In order to accommodate the junction, a major intervention shaft is being constructed which both will provide emergency access and the electrical equipment to power the railway. This will also necessitate the construction of a permanent above ground "head house"
- 5.2 In order to carry out the construction works, Crossrail has taken temporary possession of the western third of Stepney City Farm and that part of the Park between the eastern end of the football pitch and Garden Street. The original construction site would have included part of the football pitch but this was excluded prior to the award of the construction contract. Construction work is now well underway and the shaft has been constructed down to running tunnel level.
- 5.3 At Mile End Park the contract was awarded in May 2012 for the construction of an emergency intervention shaft to be built on the site one of the football pitches in the south east corner of the Park adjoining Burdett Road. Although this will also result in a permanent structure being located in the Park, the sloping roof of the shaft will be grassed over and be available for public use. In accordance with the Parliamentary Undertakings negotiated by the council, Crossrail is required construct a replacement football pitch. The siting of the new football pitch required the relocation of the existing coach park, and replacement car parking which is now in course of construction. The Parliamentary Undertaking also required the new football pitch to be

completed and available for use before construction work on the Intervention Shaft commences.

6. BODY OF REPORT

Mitigation of impacts

6.1. Stepney City Farm

6.1.1 Although there will be no permanent loss, in order to mitigate the temporary loss of part of the farm the council has secured the provision of a brand new animal barn to compensate for the loss of grazing land, and the provision of a rural craft centre to compensate for the loss of existing buildings on the site demolished for the Crossrail works. In addition, as part of the Phase 1 works, Crossrail refurbished the whole farm site with new fences, fields, allotments and temporary animal shelters in order to enable it to function efficiently on the smaller site.

6.1.2 All the works have now been completed and a lease granted to the Stepney City Farm Charity which is now managing the site. It is estimated that the cost of these mitigation works was in the region of £2million which is substantively more than Crossrail originally envisaged. The land currently occupied by the Crossrail construction site will be fully reinstated before being returned to the King George's Field Trust.

6.2 Stepney Green Park and football pitch

6.2.1 At the time the Crossrail Act was being considered by Parliament, the proposals for Stepney Green would have resulted in the temporary loss of the football pitch. As at Mile End Park, Parliamentary Undertakings were therefore secured to relocate the football pitch, together with the changing rooms and the children's play area, prior to the commencement of works.

6.2.2 However, a subsequent reduction in the size of the construction site has meant that the pitch is now unaffected by the present construction site. Although this now seems unlikely Crossrail has also undertaken to relay the pitch if subsidence is found to have occurred, Therefore the only permanent impact upon the Park will be the loss of 600m² of land required for the head house containing the emergency stairs, lifts, and electrical plant.

6.2.3 When the matter was last considered in April 2011, the Board resolved to secure mitigation of the temporary and permanent loss of part of Stepney Green Park by means of the full replacement of the lost open space and new changing rooms for the football pitch. As was pointed out at the time, Crossrail is under no obligation to comply with this request since the original Parliamentary Undertakings are no longer relevant since the existing pitch and changing rooms are unaffected by the construction works. Furthermore, the Crossrail Act provides the necessary powers to compulsory purchase the necessary land for the Head House without any compensation other than the nominal value of open space.

- 6.2.4 Notwithstanding the lack of any such provision in the Crossrail Act or Parliamentary undertakings, officers sought to negotiate the mitigation requested by the Board. Officers are pleased to report that after long negotiations and discussions Crossrail have finally agreed to provide brand new changing rooms in accordance with a detailed specification provided by the Council (Appendix 1). Crossrail has also agreed to construct the new changing rooms in 2013 which is well in advance of the completion of the construction works on the site. This programme will be of considerable benefit since existing changing rooms have been vandalised and are unusable. The specification for the new changing rooms have now been agreed
- 6.2.5 In respect to replacement open space, Crossrail do not have the legal powers to acquire additional land outside the limits of deviation as set out in the Crossrail Act. Furthermore there is no land adjoining the existing open space that could reasonably added to the Trust Lands to provide compensatory open space provision. However, in recognition of the Board's concern Crossrail have undertaken to reinstate to a high standard all the area currently occupied by the construction site in accordance with an overall master plan for the park which will be prepared in partnership between Crossrail and officers.
- 6.2.6 In addition, the because of the Contractor's difficulties in operating from the smaller site as described above, the contractor approached the council with a proposal to occupy additional land in the Park as part of the construction site. This land is adjacent to the junction of Garden Street and Stepney Way and had no significant trees or other facilities. However the Contractor is paying rent for the land which will be reinstated fully in accordance with the council's requirements.
- 6.2.7 Taking into account the substantial mitigation already achieved at Stepney City Farm; Crossrail's commitment to provide new changing rooms in advance of the completion of the construction works; and Crossrail's commitment to reinstate the Park to a high standard of specification, it is considered that the obligations of the Trust to protect the land at Stepney Green have been fully satisfied. The Board is therefore asked to agree that the above measures provide acceptable mitigation for the permanent and temporary loss of open space at Stepney Green.
- 6.2.8 In order to construct the changing rooms, Crossrail will need to be granted a Licence to enter onto the Trust land in order to construct the new changing rooms to the agreed specification. It will be noted that the proposed site will not prevent the continuing use of the football pitch.

6.3 Mile End Park

- 6.3.1 The construction of the Intervention shafts at Mile End, and Eleanor Street were required later in the Crossrail programme and thus the contractor was only appointed in mid 2012. However, detailed discussions between Crossrail,

officers and Greenwich Leisure on the design and methodology of the mitigation works have now been concluded. The objectives were to secure a high quality replacement football, coach park and car park whilst at the same time ensuring the remaining pitches and the Mile End Leisure Centre to continue to function without undue inconvenience to existing uses of the leisure centre and the football pitches.

- 6.3.2 As was the case at Stepney City Farm, it is proposed that the Trust and council assets be protected by means of a licence granted to Crossrail to undertake the pitch and other mitigation works to an agreed specification. It is proposed to attach to the licence a Memorandum of Understanding (MoU) which seeks to ensure that the construction works do not unduly interfere with the operation of the existing facilities in Mile End Park. In order to progress the works the Board is requested to agree to the terms of the proposed License and Memorandum of Understanding a copy of which is attached to the report at Appendix 2.
- 6.3.3 Although the construction works at Mile End Park are later in the Crossrail programme than the other Crossrail construction works in the borough, the intervention shafts still need to have been completed in advance of the passage of the tunnel boring machine which will run from Pudding Mill Lane in Newham to Stepney Green.
- 6.3.4 In order to minimise the risk to the overall programme, Crossrail and the contractor approached the Council with a request to take possession of the football pitch required to construct the intervention shaft in advance of the completion of the replacement pitch. In recognition that this would not comply with the Parliamentary Undertakings, Crossrail offered to make a financial contribution of £100,000 to compensate for the temporary loss of football facilities at Mile End Park, and thereafter further compensation if the replacement pitch works were delayed past the end of April 2013. Compensation would also be payable for the lost pitch income arising from this early possession.
- 6.3.5 Initially this offer was dependant on the contractor gaining access to the shaft construction site by October 2012, but this was considered unacceptable because the pitch had already been fully let to a number of football teams and clubs until Christmas 2012. Following further negotiations, it was agreed that a more practical date for taking possession of the football pitch is January 2013 since that would ensure clubs could complete their pitch bookings. In addition this timescale would give sufficient time for Greenwich Leisure to relocate the clubs to other pitches in the Mile End complex.
- 6.3.6 Whilst the temporary loss of one football pitch will clearly result in a short term loss of sports provision, the sporting facilities at Mile End Park as a whole will be enhanced by the provision of a brand new pitch. In addition the financial contribution (which has now been paid) will enable existing facilities in Mile End Park to be enhanced and thus satisfy the overall objectives of the Trust to protect and enhance sports provision. The Director of Development and Regeneration has agreed to the modification of the original Parliamentary

Undertakings in accordance with delegated authority agreed by the Cabinet in 2005, and Crossrail has now taken possession of the site of the Intervention Shaft adjoining Burdett Road.

Authorisation of Delegated Powers

- 6.4 The terms of reference of the Board provide no form of delegation to Council officers to act on behalf of the Board. In respect to the occupation of part of Mile End Park to carry out mitigation works, this has had to be agreed by means of side letters issued by the Director of Development and Renewal in accordance with the general delegated powers referred to above. This is clearly not a satisfactory situation since such letters do not provide full legal protection to the Boards assets and interests.
- 6.5 Experience from the last few years has demonstrated that there are many occasions where the Director of Development and Renewal has used the delegated powers in respect to Crossrail to take urgent action in response to the changing demands from Crossrail arising from the construction works. Without the use of such powers the council interests could not have been so effectively protected.
- 6.6 Bearing in mind that Crossrail will be occupying the Trusts Lands at Stepney Green and Mile End Park until 2018, it is highly likely that other matters will arise in respect of Crossrail works that will require urgent decisions to be made. Since the programmed meetings of the Board take place only every 3 months, and urgent decisions may be required between those meetings, it would be in the long term interest of protecting the Trust Lands for officers to be granted delegated powers to act on the Trusts behalf in respect to Crossrail construction works.

7. COMMENTS OF THE CHIEF FINANCIAL OFFICER

- 7.1 This report provides an update on the implications for the Trust's land at Stepney Green, Mile End Park, and Stepney City Farm of the on-going Crossrail project, and seeks approval to grant licences to Crossrail to undertake works to construct new changing rooms and undertake open space works.
- 7.2 Previous reports have highlighted that all costs associated with the reconfiguration of the farm to accommodate the construction works, and any necessary reinstatement to the farm on completion of the works, are being fully funded by Crossrail. In addition, the Council has been recompensed for income that it will lose through the inability to rent the football pitch in Mile End Park during the construction period and, on completion of the works, Crossrail will fully fund the reprovision of the pitch.
- 7.3 There are no direct financial implications arising from the proposals in this report. However in an on-going project of this nature, which is scheduled to run until 2018, there are potentially unforeseen issues that will arise in future.

If so, these will require financial compensation agreements to be entered into at the appropriate time.

8. CONCURRENT REPORT OF THE ASSISTANT CHIEF EXECUTIVE (LEGAL SERVICES)

- 8.1 By virtue of the Crossrail Act 2008 the Crossrail project has powers to compulsorily acquire land including open space. They are required to compensate owners in accordance with the Land Compensation Act 1961 but in the Crossrail Environmental Statement (2007) they have made it clear that although they will work to minimise the impact of Crossrail's permanent infrastructure on public open spaces, they will not undertake to replace it. The Secretary of State's powers are exercised by Transport for London by virtue of the Crossrail (Devolution of Functions) Order 2010. This report outlines the compensation the officers have managed to negotiate for the effect of Crossrail on the Trust land.

9. ONE TOWER HAMLETS CONSIDERATIONS

- 9.1 The new and enhanced sporting facilities at both Stepney Green and Mile End Park will provide particular benefits to young people who are the predominant users of the football pitches. It will be noted that at Stepney Green as a result of vandalism, there is now a complete absence of indoor changing room facilities, The changing rooms at Stepney Green will be built in accordance with current standard and as such are fully accessible and include the provision of a separate fully accessible toilet.

10. SUSTAINABLE ACTION FOR A GREENER ENVIRONMENT

- 10.1 At both Stepney Green and Mile End Park the open space currently occupied by Crossrail will be fully reinstated in accordance with a scheme to be agreed by the council. In due course this will be subject to a Schedule 7 Application submitted by Crossrail which will incorporate the agreed proposals. This together with the enhancements to both Stepney Green and Mile End Park described in the report will meet the objectives for a greener environment.

11. RISK MANAGEMENT IMPLICATIONS

- 11.1 The purpose of the grant of licence to Crossrail to enter upon the Boards Land together with the Memorandum of Understanding is to protect the Boards interest. In particular it will ensure that the mitigation works are carried out to the Boards satisfaction and at the same time ensure the impact upon existing users of the Mile End Park and Stadium is minimised The granting of the licence will therefore reduce the risks of damage and disturbance to the Trust Lands at both Stepney Green and Mile End park.

12. CRIME AND DISORDER REDUCTION IMPLICATIONS

- 12.1 The new changing rooms at Stepney Green will be built inside the existing

pitch perimeter fence and will be thus in a more visible and secure location than the existing changing rooms. The risk of vandalism will thus be reduced.

13. EFFICIENCY STATEMENT

- 13.1 The provision new changing rooms at Stepney Green will reduce the council's potential maintenance cost and liabilities as compared to the existing derelict changing rooms. The provision of a new football pitch at Mile End Park built to modern standards will reduce Councils future maintenance liabilities.

14. APPENDICES

Appendix 1 - Proposals for new changing rooms at Stepney green

Appendix 2 – Draft Licence and Memorandum of Understanding

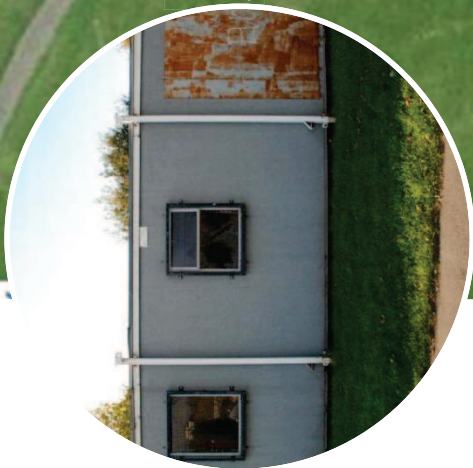
Local Government Act, 1972 Section 100D (As amended) List of “Background Papers” used in the preparation of this report

Brief description of “background papers”	Name and telephone number of holder and address where open to inspection.
King George's Trust Report – April 2011	Owen Whalley – Service Head, Planning and Building Control

To be completed by author

To be completed by author ext. 5314

Report authors should refer to the section of the report writing guide which relates to Background Papers when completing this section. Please note that any documents listed in this section may be disclosed for public inspection. Report authors must check with Legal Services before listing any document as 'background papers'.



Changing room cabin inside astro turf football pitch (removed between 2011 and 2012)

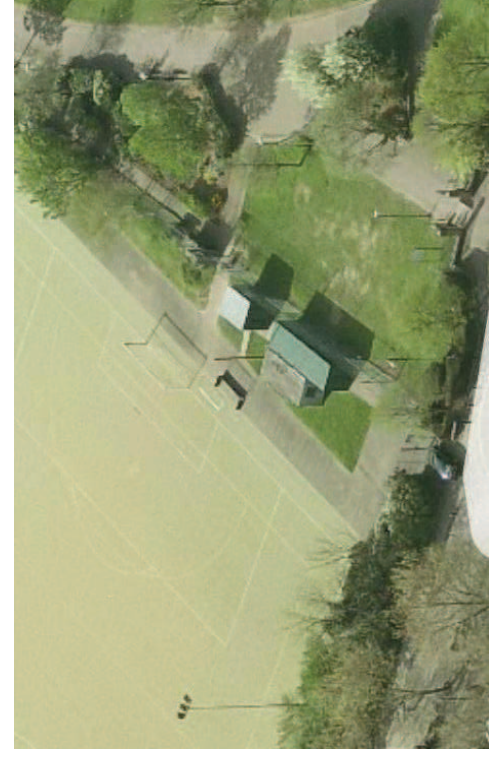
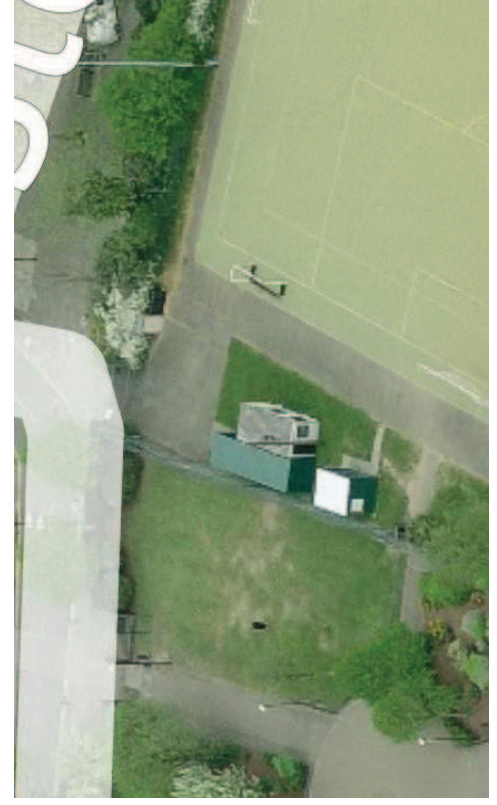
Park changing room (metal cabin currently not in use and not accessible)



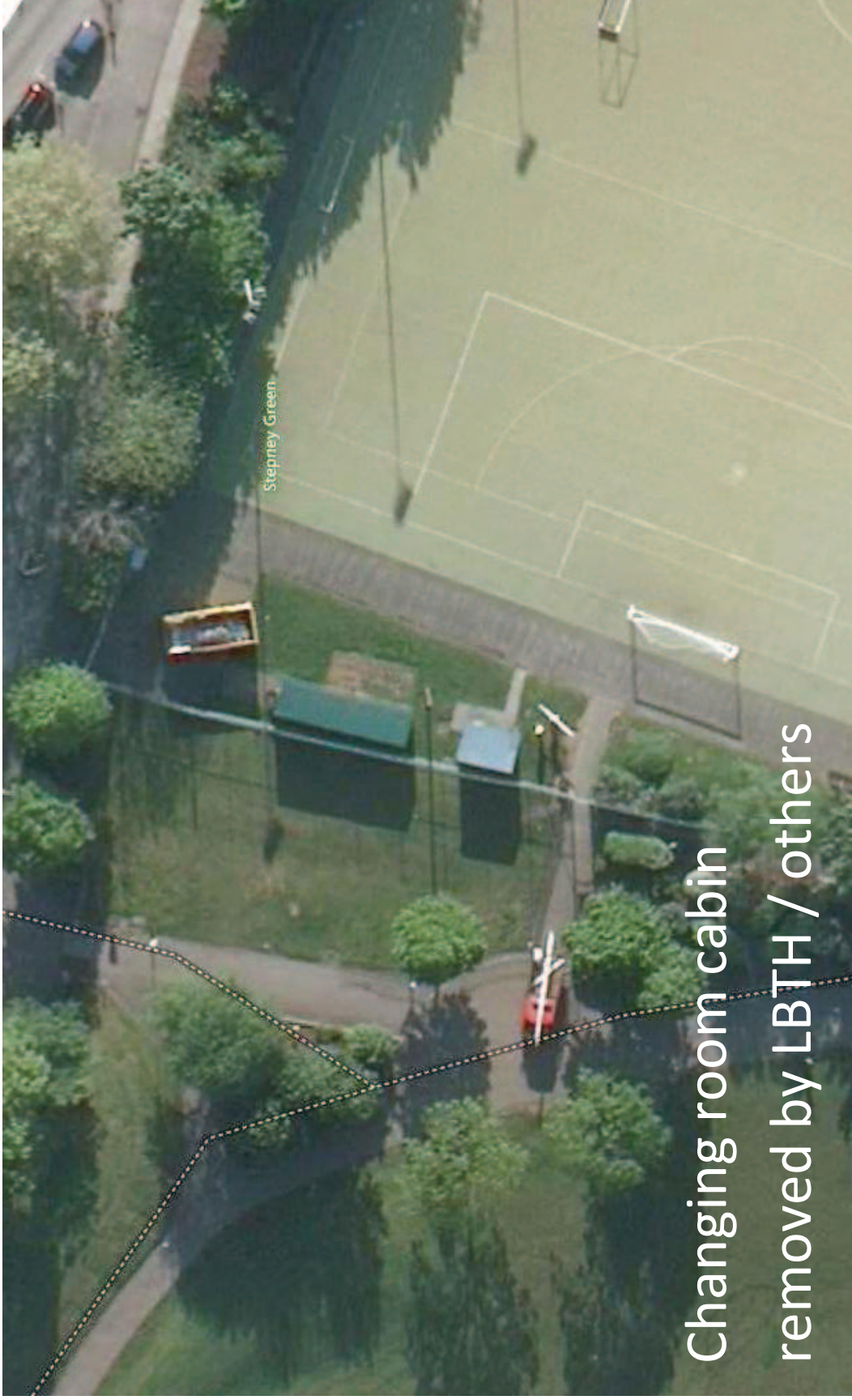
Office cabin, changing room cabin and container inside pitch



Inside view of the changing room cabin (photo: 2011)
approx. 2.5m x 5.7m – 14.25sqm



Aerial photos of the changing room cabin (views: east face, south face and northwest face)



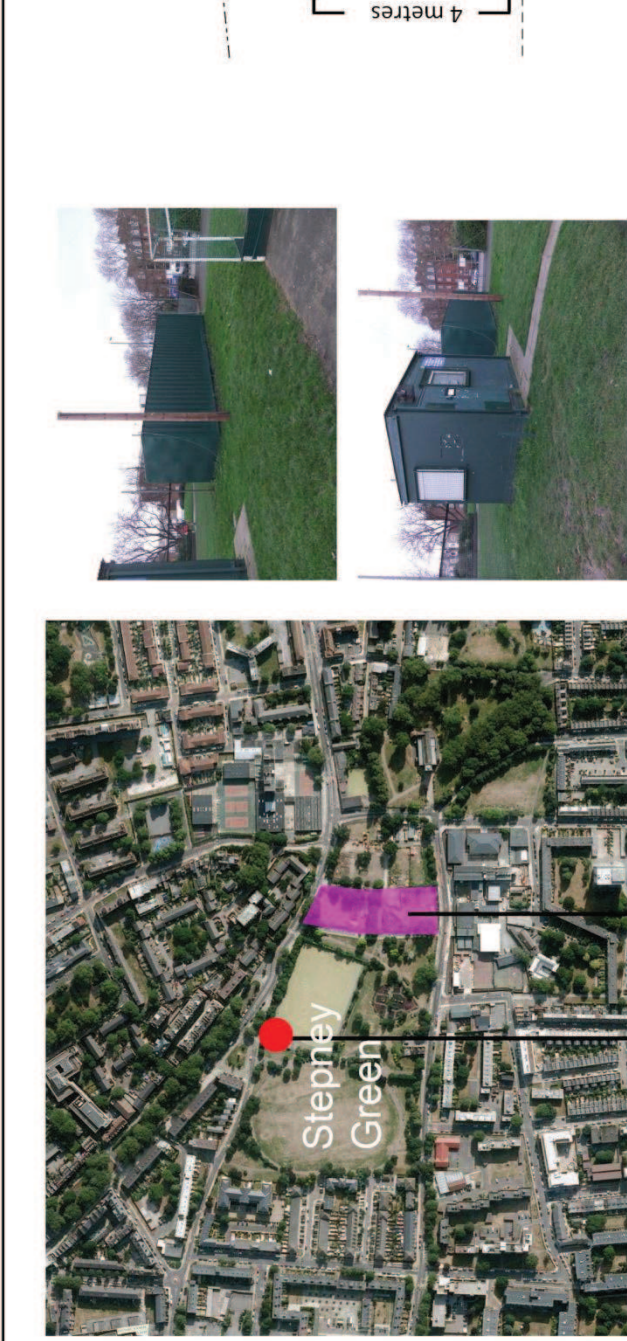
Changing room cabin removed by LBTH / others



Office cabin (photo: Jan 2013) 2.7m x 3.6m



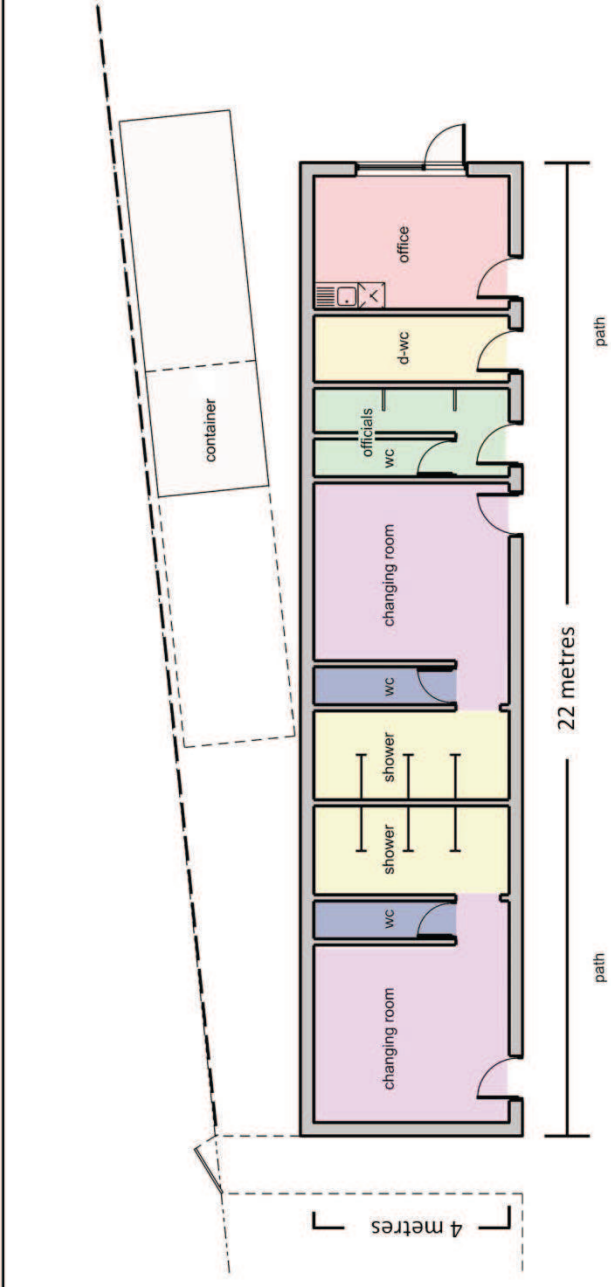
Existing site view (photo: Jan 2013) – Container currently stores football pitch lighting equipment, 2.5m x 8.5m



Photos of existing shed and container

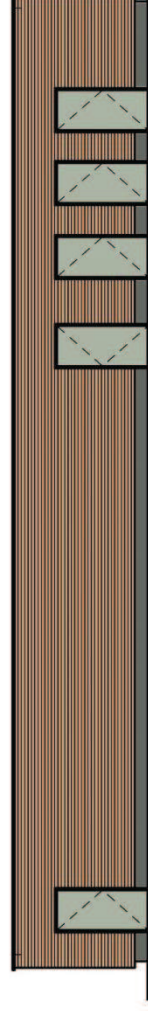


View looking South West from pitch towards new facility

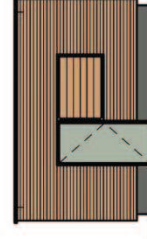


Proposed new facility: Plan

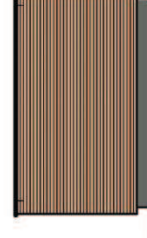
Notes: Main building of Brick construction on reinforced concrete base
 All doors flat plate painted steel with steel framing
 All windows at high level, wired security infill glazing and metal grillage
 Orientation of the building likely to be reversed to satisfy Health and Safety requirements
 Existing container to be relocated temporarily during construction phase; to be placed afterwards at a suitable location behind the new construction.



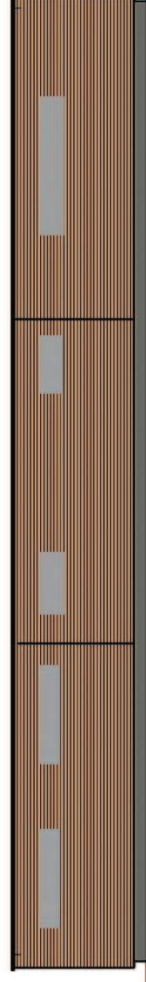
East Elevation



South Elevation



North Elevation



West Elevation

Proposed new facility: Elevations

Rev	Date	Description	By	Check	App	Auth

Notes

Crossrail Limited
 25 Canada Square
 Canary Wharf
 London
 E14 5LQ
 © Crossrail
 www.crossrail.co.uk

Contract: C305 - Eastern Running Tunnels
 Originator:
 Location: Stepney Green Football Pitch, London, E1
 Title: **Stepney Green
 New sports facility building**
 By:
 Chk:
 App:
 Date:
 Scale: @ A1 Drawing and CAD file No: Sketch 1
 Rev: 0
 Stability:

Appendix 2

DATED _____ 2012

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER
HAMLETS

- and -

CROSSRAIL LIMITED

LICENCE TO OCCUPY

-relating to-

Mile End Park, Burdett Road, Mile End, London

DATE OF LICENCE: 2012

LICENSOR: **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS** of Mulberry Place 5 Clove Crescent, East India Dock, London E14 as Trustee of the Charity known as King George’s Field, Mile End

LICENSEE: **CROSSRAIL LIMITED** (Company Reg No: 04212657) whose registered office is at 25 Canada Square, Canary Wharf, London E14 5LQ

SITE: Site A, Site B, Site C, Site D and Site E

SITE A: The land shown for the purpose of identification only outlined in red on the attached plan and shaded green.

SITE B: The land shown for the purpose of identification only outlined in red on the attached plan and shaded in blue.

SITE C: The land shown for the purpose of identification only outlined in red on the attached plan and shaded in yellow.

SITE D: The land shown for the purpose of identification only outlined in red on the attached plan and shaded in purple.

SITE E: The land shown for the purpose of identification only outlined in red on the attached plan and shaded in pink.

WORKS: Enabling works to provide replacement coach parking facilities (“**Coach Park Works**”) as set out in the Memorandum of Understanding attached hereto at Appendix 2 (‘MOU’) and

works to provide the new replacement AstroTurf Pitch (“**AstroTurf Pitch Works**”) as set out in C123-JUL-T1-RSP-CR094_SH006-50001 document attached hereto at Appendix 1 (as modified and/or supplemented as set out in Appendix 3), and subject to the conditions as set out in the MOU, plus any other agreed works related to all such works or Crossrail Works including those referred to in Appendix 4 (“**Crossrail Works**”). The extent of the Crossrail Works as shown on drawing no: 20120120MEP_O1 FLAB CRL1_XRL_T2.DDA.CRO94 00012

LICENCE PERIOD: In respect of Site B and C, commencing on 16th December 2012 and ending on completion of the Coach Park Works.
In respect of Site D, commencing upon completion of the Coach Park Works and ending on completion of the AstroTurf Pitch Works.
In respect of Site E, commencing upon completion of the Coach Park Works and AstroTurf Pitch Works.
In respect of Site A, commencing upon the start date of this licence and ending on completion of the Crossrail works to Site E.

LICENCE FEE: £1 (One Pound)

OUTGOINGS: All charges relating to the supply and use of telephones, electricity, gas, water rates, business rates and any other outgoings payable in respect of the Site arising as a consequence of the use by the Licensee.

SPECIFIED USE: Undertaking of the Works on the Site.

VAT: Value Added Tax as defined in the Value Added Tax Act 1994

and any tax of a similar nature substituted for, or levied in addition to, such value added tax.

IT IS AGREED as follows:

1. LICENCE

Subject to clauses 2 and 3 of this Licence and to all title matters affecting the Site the Licensor gives the Licensee the right to occupy throughout the Licence Period the Site for the purpose only of the Specified Use TOGETHER WITH the right to use any roads, footpaths and other access ways within Mile End Park between different parts of the Site and between the Site and the public highway

2. LICENSEE'S UNDERTAKINGS

The Licensee **AGREES** and **UNDERTAKES**:

- 2.1** To complete the Astro Turf Pitch Works in accordance with the specification document C123-JUL-T1-RSP-CR094_SH006-50001 attached hereto appendix 1 (as modified and/or supplemented as set out in Appendix 3), and the remainder of the Crossrail Works to the reasonable satisfaction of the Licensor. The Licensee to provide samples of construction materials for Licensor approval (acting reasonably) before any construction works are to commence.
- 2.2** To replace the existing trees within Site A within 5 months of removal with trees of a similar maturity and species identified and to the satisfaction of the licensor. The licensee to issue to the licensor a species list of those trees to be replaced.
- 2.3** To provide replacement coach parking facilities of no less than eight car parking spaces to the reasonable satisfaction of the Licensor.
- 2.1** To pay to the Licensor the Licence Fee without any deduction or set-off (together with

any VAT properly chargeable thereon) within 10 working days of the date of this Licence.

- 2.2 To pay or otherwise indemnify the Licensor against all Outgoings.
- 2.3 To keep the Site clean and tidy and clear of rubbish and spoil and not to store any rubbish other than in the place designated and agreed between the Licensor and the Licensee and throughout the Licence Period to arrange for the removal of all such rubbish and spoil on a weekly basis.

The specification of Site A upon determination of this licence will be proposed by the Licensee and approved by the Licensor, such approval not to be unreasonably withheld.

- 2.4 Not to obstruct the adjacent public highway or any private accessways or cause the same to become dirty or untidy
- 2.5 Except as may be reasonably necessary in connection with the Specified Use, not to make any alterations or excavations or bring any spoil from any other excavations elsewhere onto the Site whatsoever.
- 2.6 Not to use the Site in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference or to adjoining or neighbouring property or any user or occupier or visitor to such property.
- 2.7 To comply with all statutory requirements relating to the Site and which are applicable to the Licensee and not to do any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Site or which would or might vitiate in whole or in part any insurance effected in respect of the Site from time to time.

- 2.8** Not to use the Site other than between the hours of 8.00a.m to 6.00p.m Monday to Friday and 8am to 1pm Saturday (the “Permitted Hours”), and subject to the prior written consent of the Licensor being obtained first if the Licensee wishes to use the Site beyond the Permitted Hours (such consent not to be unreasonably withheld or delayed) Provided that the Licensee may commence mobilisation activities from 7am on each of the days mentioned above and provided further that any notice agreed under Section 61 of the Control of Pollution Act 1974 shall take precedence over this clause 2.9.
- 2.9** To keep the Site fenced and secured at all times.
- 2.10** To indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this Licence (save where and to the extent that the same is attributable to any act or omission of the Licensor or is caused by the Licensor), any breach of any of the Licensee's undertakings contained in this clause 2 or the exercise or purported exercise of any of the rights given in clause 1.
- 2.11** To observe such rules and regulations as the Licensor may make acting reasonably and which the Licensor shall notify to the Licensee from time to time in writing governing the Licensee's use of the Site.
- 2.12** Not to impede in any way the Licensor or its officers, servants or agents in the exercise of the Licensor's rights of possession and control of the Site and every part of the Site.
- 2.13** To pay interest at 4% above Co-operative Bank plc base rate on any monies payable under this Licence that are seven days overdue such interest to be payable from the due date for payment until the date payment is received by the Licensor.
- 2.14** To allow the Licensor and all persons authorised by the Licensor to enter the Site at any time following the giving of reasonable notice (except in cases of emergency

where no notice will be required) to the Licensee for the purpose of ascertaining whether the terms of this Licence are being complied with subject to complying such health and safety regulations as the Licensee may impose acting reasonably.

- 2.15** To vacate the Site on the expiration of this Licence in accordance with the provisions contained in this Licence and to remove all the Licensee's moveable equipment, furniture and effects from the Site and make good, to the reasonable satisfaction of the Licensor, all damage caused by such removal.
- 2.16** To immediately report to the Licensor forthwith all damage caused by the Licensee's activities to the Site or the adjoining properties upon the occurrence of the same and to pay the Licensor the reasonable and proper costs of repairing the same (including all labour and materials) on demand.
- 2.17** The Licensee shall at all relevant times hold current public liability insurance and such other insurances as are reasonably required pursuant to the Specified Use and shall on reasonable demand produce evidence thereof to the Licensor. This condition shall continue in force until all personnel and equipment of the Licensee has been removed from the Site and the Licensee has made good under the provisions above.
- 2.18** To pay the Licensor's reasonable and proper legal costs and surveyors' fees (including VAT and disbursements) incurred in connection with the agreement and completion of this Licence and MOU, payable on completion of both,
- 2.19** To arrange and host weekly (or such other interval(s) as the Parties may agree) operational meetings between the Licensee and the Licensor and occupiers of the Site including Greenwich Leisure Limited to address operational issues relating to the Works.

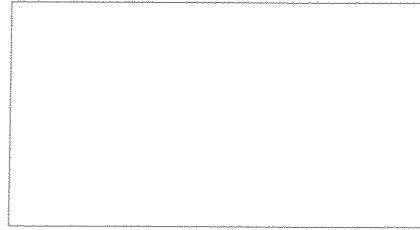
3. GENERAL

- 3.1** This Licence shall determine (without prejudice to the Licensor's rights in respect of any breach of the undertakings contained in clause 2 hereof):
- 3.1.1** immediately on expiry of notice given by the Licensor at any time following any material breach by the Licensee of its undertakings contained in clause 2 in the event that such breach has not been rectified by the Licensee within such reasonable period as shall be specified in such notice;
 - 3.1.2** on not less than one month's notice given by the Licensor to the Licensee to expire at any time; and
 - 3.1.3** in the absence of any notice pursuant to clause 3.1.1 or clause 3.1.2 automatically at the end of the Licence Period.
- 3.2** The benefit of this Licence is personal to the Licensee and the Licensee shall not assign underlet or part with possession of the Site and the rights given in clause 1 may only be exercised by the Licensee and its employees, including its agents, consultants, contractors and subcontractors.
- 3.3** The Licensor gives no warranty that the Site is legally or physically fit for the Specified Use or for any purpose whatsoever.
- 3.4** All notices given by either party pursuant to the provisions of this Licence shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the other party at the address stated above.
- 3.5** The parties to this Licence do not intend that any of its terms shall be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 3.6** The Licensee was not, prior to the date of this Licence, contractually bound to enter into this Licence.

- 3.7** The terms in this Licence constitute the entire agreement between the parties and the Licensee admits and warrants that the Licensee is entering into this Licence not relying on any statement or representation made to the Licensee by the Licensor or anyone on behalf of the Licensor.
- 3.8** It is not the intention to create the relationship of landlord and tenant between the parties to this document and reference to “any tenancy” does not prejudice this intention.
- 3.9** The Licensor must ensure to the Licensee that the Site is vacant on commencement of this Licence.
- 3.10** The Licensee will be responsible for clearing any rubbish spoil or vegetation from the site to facilitate the Specified Use to the reasonable satisfaction of the Licensor.
- 3.11** All matters relating to compensation for the land outside the Order limits occupied under this licence agreement shall be dealt with in accordance with the National Compensation Code.

IN WITNESS whereof this Licence has been executed on the day and year first above written

Signed on behalf of the Mayor and Burgesses
of the London Borough of Tower Hamlets as a
Trustee for King George Playing Fields, Mile
End by a duly authorised officer



Duly authorised officer



Executed by)
Crossrail Limited)
by its duly authorised)
signatory :)

.....
Authorised Signatory

Appendix 3

Third Generation pitch specification:

SoccerTurf 60M with weight of carpet of 1400g with 15mm insitu shock pad

Carpet name/code MSPro 60

Pile height 60mm

Infill	Grade	Application rate
SBR	0.5 - 1.8mm	14kg/m ²
Silica Sand	0.25 - 0.75mm	15kg/m ²

Carpet Joints

Type Bounded seams

Adhesive Envirostik Sport Fix Multi Purpose

Application Rate 1.46kg/m²

Backing Film Envirostik Sport Fix LMP

Appendix 4

1. The security fence panels as outlined in picture 2 will be removed as part of the Crossrail Works and this fencing shall be re-used to replace existing broken fencing around the 3G pitches as part of the works (Picture 1).

Picture 1

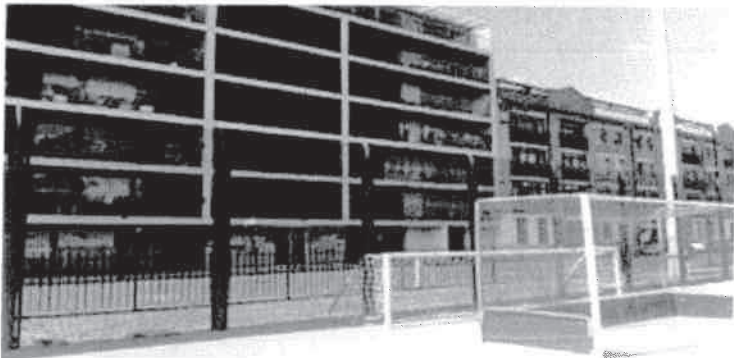


Picture 2



2. Stanchions and metal netting shall be installed to a height of approximately 5m to the rear of the ATP 7 situated alongside Copperfield Road (as outlined in Picture 3). The netting would just be behind the goal and not run the full length of the pitch.

Picture 3



Subject to Contract

MEMORANDUM OF UNDERSTANDING BETWEEN CROSSRAIL AND LB TOWER
HAMLETS

COMPLIANCE WITH UNDERTAKINGS AND ASSURANCES – MILE END PARK

FINAL VERSION – 14 December 2012

1	Communication	Whilst there is an established line of communication between Crossrail and LBTH there needs to be better and more regular communication with GLL. Contact details for all parties are provided later in the MoU. To improve communication it is agreed that until further notice a meeting between LBTH, GLL and Crossrail be convened every four weeks until a working arrangement has been established.
2	Licence Agreement	<p>Works that will facilitate relocation of coach parking facilities and an Astro turf pitch will in part be carried out on land which falls outside the limits of the Crossrail Act. LBTH will enter into a licence agreement on terms to be agreed to enable these works to proceed. The licence terms will reflect the issues set out in the MoU.</p> <p>The King George Fields Trust is the owner of the land for whom LBTH acts as trustee. The covenants and obligations set out in the trust deed will be honoured so far as is practicable.</p> <p>The licence agreement is subject to trustee's approval.</p>
3	Start Date	No Crossrail works will commence in this area until agreed by LBTH.
4	Coach Park Relocation	The enabling works to provide replacement coach parking facilities must be completed and handed over for use by GLL/LBTH prior to occupation of any other areas to be used at the Mile End Park site for Crossrail works, unless otherwise agreed by LBTH.
5	Astro turf Pitch	<p>The specification of the pitch is set out in document number C123-JUL-T1-RSP-CR094_SH006-50001(as modified and/or supplemented as set out in Appendix 3 of the proposed Licence Agreement). This is the agreed specification and will not be altered without the consent of LBTH.</p> <p>On handover the pitch upkeep and maintenance will become the responsibility of GLL subject to any warranty secured from the contractors who build it.</p>

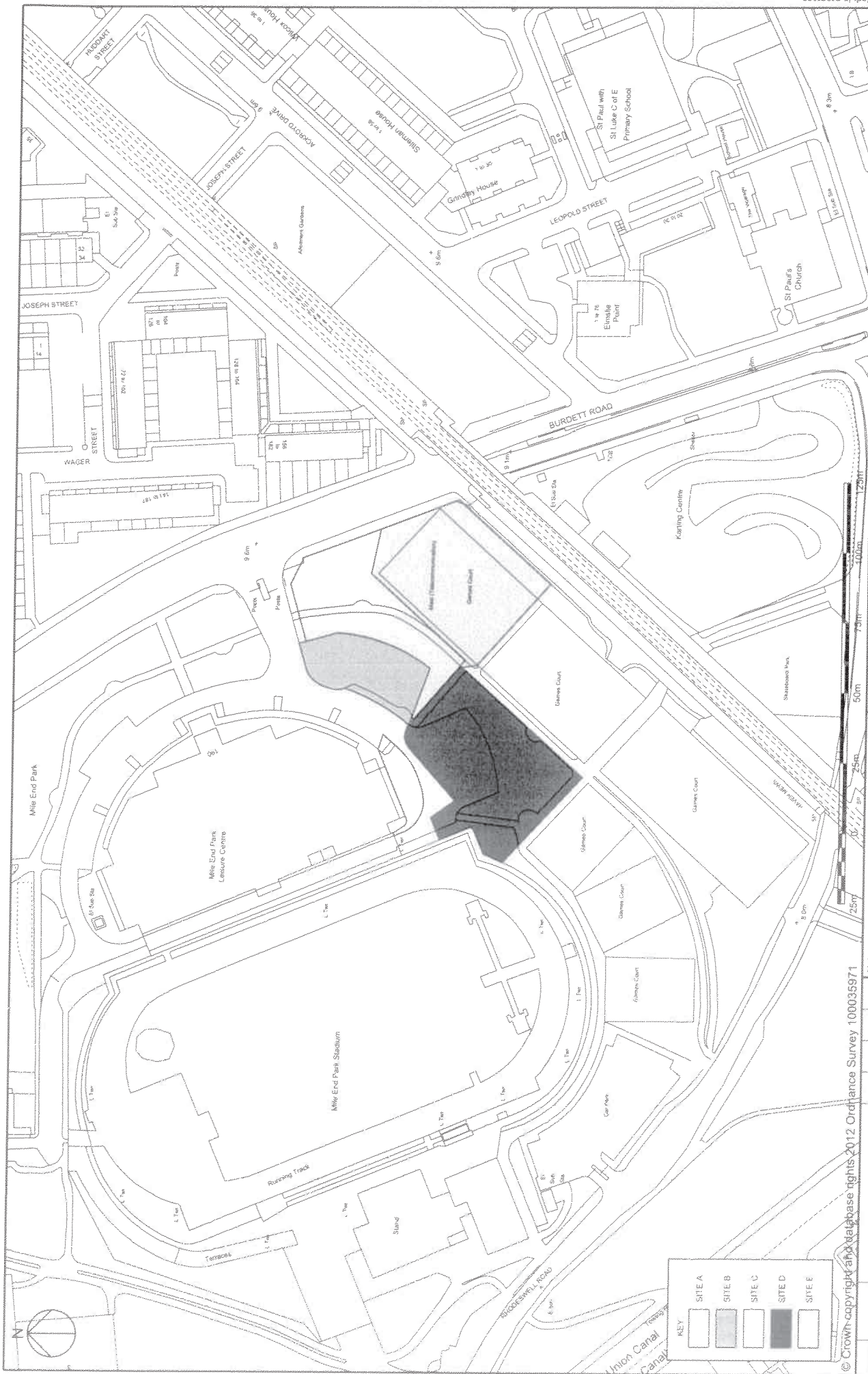
		<p>Prior to construction of the security fence surrounding the new pitch Crossrail and LBTH shall discuss and agree the exact location of the same.</p>
6	Programme	<p>Crossrail need to set out the key timescales for the works together with drawings of the phased works and together with LBTH and GLL agree a programme to mitigate disruption at the sports centre while carrying out the mitigation works required maintaining continuity of operations at the centre.</p> <p>Crossrail site manager, LBTH Project Manager and GLL site manager to meet weekly throughout period of works to discuss the week's works on site.</p> <p>Crossrail to provide a reasonable notice period to LBTH and GLL prior to any works agreed in programme.</p> <p>It is agreed that the facilities will never be left without a coach parking area for no less than eight coaches.</p> <p>It is agreed that unless otherwise agreed by LBTH the replacement Astroturf pitch will be handed over for use before the existing pitch is taken for use as a construction site.</p>
7	Services	<p>Where it is necessary to divert services, these will be altered without interruption to operations at the centre.</p> <p>Crossrail will carry out works to the services at a time not in GLL hours of operation.</p> <p>Crossrail will accept liability for the works and address any implications of future supply as a direct consequence of the work carried out.</p> <p>Handover of responsibility to LBTH and GLL will only take place under the structure of an agreement to do so incorporating any future liabilities or obligations for maintenance repair and replacement.</p>
8	Drainage	<p>The existing surface water drainage system may be interrupted by the works. This will be redesigned to maintain normal operation without disruption to the centre.</p> <p>Crossrail will carry out works to the services at a time not in GLL hours of operation.</p> <p>It needs to be clarified how this system will be designed to collect surface water from the premises and discharge it to the existing sewerage system without risk of failure due to construction activity.</p>
9	Trees	<p>A number of mature trees need to be removed from the area identified for Crossrail Works. These trees will be replaced by Crossrail within 5 months of removal with trees of a similar maturity and of a species to be</p>

		<p>identified by LBTH</p> <p>Crossrail will issue to LBTH a species list of those trees to be replaced.</p>
10	Permanent Works	<p>The location will be an emergency evacuation point. Details of how this will operate in practise, where people will muster and what the implications are for maintaining cleared accesses and areas need to be developed through further dialogue.</p> <p>There will be areas where Crossrail will not want public access to be available, although as part of the landscaping of the permanent works the balance between secure compound and publicly accessible areas needs to be developed.</p> <p>The extent of the permanent works is shown on drawing no. 20120120 MEP_01 FLAB CRL1_XRL_T2.DDA.CR094 00012</p> <p>Any changes to this will be communicated in advance and agreed with LBTH.</p>
11	Crane Oversailing	<p>Crossrail will not use cranes over sailing the centre.</p> <p>Cranes will not idle over the sports centre when not in use.</p>
12.	Fire Evacuation Procedure	<p>Any alterations required to the evacuation procedure must be in place and approved by the fire officer before the existing arrangements are disrupted. LBTH and GLL will assist in this regard but the onus will be on Crossrail to find a solution acceptable to all concerned.</p> <p>Crossrail will ensure that there is a means of level pedestrian escape from the emergency exit in the southern wall of the Sports Centre and that the same is kept clear at all times.</p>
13.	Hoardings	<p>5 metre high hoardings will be used around the construction site. The design of these hoardings must account for the potential safety issues that may arise on account of darkened areas, alleyways and dead ends. These may be removed after the end of major work in 2016, at which time permanent boundary treatments can be agreed so that everything is in keeping with its surrounds.</p> <p>Crossrail will display appropriate signage on the hoardings, to be agreed with LBTH, that indicate that the Sports Centre is still open for business.</p>
14.	Access and Car parking	<p>Crossrail will create its own access and egress from its site onto the public highway. At no times will the existing centre access be used for construction vehicles during the works or maintenance vehicles thereafter.</p> <p>No use of the centre car park will be permitted by Crossrail staff and visitors. Abuse of this may lead to a requirement for barriers or other parking management measures.</p>

		<p>Crossrail to provide identification badges to works contractors vehicles with appropriate details for contact in the event of parking in GLL spaces.</p> <p>The above vehicle identification measures is subject to periodic review and should Crossrail staff use car parking spaces persistently, then Crossrail will cover the costs of reasonable car parking management measures as agreed between Crossrail and LBTH.</p> <p>Crossrail will ensure that 24 hour pedestrian access is maintained across the park and access is maintained to the football pitches at all times throughout GLL/LBTH hours of business.</p> <p>Crossrail and LBTH will discuss and agree such improvements as may be necessary to ensure that an emergency vehicle route is maintained at all times for ambulances/emergency vehicles to access all the pitches and once agreed Crossrail shall undertake such works.</p>
15.	Noise	<p>The centre will be monitored for intrusive noise and vibrations throughout the construction phase. No mitigation works are currently anticipated necessary at the outset.</p>
16.	Land Taken	<p>Crossrail will return to LBTH as much of the land acquired under the Crossrail Act 2008 as can be achieved and all of the land occupied under agreement on completion of the construction phase. Any retained areas will be identified and protected by appropriate covers, barriers or fencing. The extent of the permanent works as currently understood is shown on drawing no. 20120120 MEP_01 FLAB CRL1_XRL_T2.DDA.CR094 00012</p>
17.	Compensation	<p>All matters relating to compensation including possible claims for the value of land, injurious affection, disturbance and professional fees will be dealt with in accordance with the national compensation code. The Valuation Date will be Monday 15th October 2012. For the avoidance of doubt any compensation which may be payable under the compensation code for occupation of the existing pitch will only accrue from the possession date of the same until the new pitch is operational.</p> <p>If it can be proved by LBTH / GLL that they have suffered a loss of income on the existing pitch after the valuation date of Monday 15th October 2012 as a result of the Crossrail Project then the possibility of making a claim is not excluded.</p> <p>Any payment agreed for the grant of early access to the existing pitch will be a payment for early access only and will not prejudice LBTH/GLL full rights to claim for compensation in accordance with the national compensation code.</p> <p>All matters relating to compensation for the land outside the Order limits occupied under the licence agreement shall be dealt with in accordance</p>

		with the national compensation code.
18.	Reinstatement	<p>The specification for all areas to be used temporarily will be proposed by Crossrail and approved by LBTH, such approval not to be unreasonably withheld on the basis that the proposals leave the area in no worse condition than found at the outset.</p> <p>The new pitch and coach park will obviously not be reinstated on completion of the works and the specification for which is covered elsewhere in this MoU.</p>
19.	Condition Surveys	<p>Crossrail, LBTH and GLL will agree a series of condition surveys prior, during and after their works in the sports centre.</p> <p>Cost to be paid for by Crossrail.</p>
20.	Points of Contact	<p>GLL:</p> <p>Mile End Park Leisure Centre: Paul Whiteman (General Manager): 020 8709 4420 / 07949 775 412</p> <p>LBTH:</p> <p>Project Manager: Andrew Meads: 020 7364 3159 / 07958 333 088</p> <p>Centre Management: Lisa Pottinger: 020 7364 3157 / 07903 254 316</p> <p>Property: Stephen Walker, CBRE, 020 7182 2193</p> <p>Crossrail:</p> <p>Acquisition Manager – Harry Younger 020 3229 2305</p> <p>Engineering Package Manager – Paul Watson</p> <p>Crossrail Community Relations – Heather Scotcher</p>

CBRE: 29.08.2012



KEY

[White Box]	SITE A
[Light Grey Box]	SITE B
[Medium Grey Box]	SITE C
[Dark Grey Box]	SITE D
[White Box]	SITE E

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Notes:

Rev.	Date	Description	By	Chkd	App	Auth
PG1.1	10/10/2012	First Issue	EN			

Crossrail Limited
 25 Canada Square
 Canary Wharf
 London
 © Crossrail
 E14 5LQ
 www.crossrail.co.uk

Contract: Crossrail Line 1 Programme
Originator: Crossrail Ltd
Location: Whitechapel to Stratford
Title: MILE END PARK LICENCE PLAN

Scale: 1:1250 @ A3
 Dig No: CRL1-XRL-T2-DDA-CR094-00030
 Rev: P01.1 S01 S0
 By: E.NAVARRO
 CN: ---
 App: ---
 Auth: ---

Agenda Item 4.2

Committee/Meeting: King George's Fields Charity Board	Date: 20 February 2012	Classification: Unrestricted	Report No: 4.2
Report of: Corporate Director Communities, Localities and Culture Originating officer(s) Heather Bonfield, Interim Service Head Culture, Learning and Leisure		Title: Mini-restructure of the Parks Service Wards Affected: Mile End East	

1. **SUMMARY**

- 1.1 This report provides details of a mini-restructure that impacts on the role of the most senior manager for the Parks Service and therefore the management of Mile End Park which is under the remit of this Board

2. **DECISIONS REQUIRED**

The King George's Fields Charity Board is recommended to:

- 2.1 Note the proposed mini-restructure to form a single service delivering arts, parks and events
- 2.2 Note the financial implications

3. **REASONS FOR THE DECISIONS**

- 3.1 The HLF Grant to improve Victoria Park was conditional upon the Council creating and maintaining a structure for the management of the Park. Failure to do so could result in the Council having to return some or all of the grant. The HLF has been monitoring the structure and has expressed concern that it is not yet fully implemented. The maintenance requirements of the Victoria Park Business Plan (also a HLF requirement) are onerous, meaning that revenue must be identified to fully fund the restructure and contribute towards the maintenance budget. The proposed mini-restructure will achieve this.
- 3.2 There are major income targets to be achieved from events and activities in parks; by bringing the two services most involved in achieving these targets together in a single service will assist in delivering the challenging overall target.
- 3.3 A key aim is to increase the number of visitors to our parks and their satisfaction with them. The merged service creates a level of synergy and

strategic focus not possible when the services are managed separately, no matter how closely the managers work together.

- 3.4 Because the change in senior management affects Mile End Park, the matter has been referred to the Board for noting and comment.

4. ALTERNATIVE OPTIONS

- 4.1 The only alternative is to leave the status quo (i.e. two separate services) but this would not provide the optimum management arrangement and would not enable the required structure for Victoria Park to be achieved whilst ensuring a robust structure for the management of all parks, including Mile End Park.

5. BACKGROUND

- 5.1 When Mile End Park was originally formed from industrial land and opened in 1999/2000, a dedicated manager post was created to set up and establish the park and begin to make it sustainable financially. In early 2011, as the park was now well established, it was agreed to incorporate Mile End Park management into the wider parks management structure. At that time consideration was given to amalgamating the service with Arts and Events, but with the anticipated impact of the forthcoming Olympics and as the Victoria Park Project was still underway, it was decided to defer this until later. Now that the Olympics and the Victoria Park Project have been successfully delivered and new challenges are emerging, it is considered the opportune time to secure this change.

6. BODY OF REPORT

- 6.1 The proposed structure has been subject to staff consultation and it is anticipated that it will be implemented on 1 March 2013. An oral update on this will be given at the meeting.
- 6.2 The posts of Head of Parks and Head of Arts and Events are to be deleted and replaced by the post of Head of Arts, Parks and Events with the post ring-fenced to the two current managers. The HLF require that Victoria Park has dedicated posts and these requirements are reflected in the structure. All parks will have a Parks Manager and reporting to that post will be a Parks Development Officer (Infrastructure), Parks Development Officer (Community Engagement) to whom the Community Rangers report and a Community Engagement Officer (Young People) to whom the play workers report.
- 6.3 Mile End Park has dedicated Community Rangers and this will not change, although they will from time to time assist at special events at other parks designed to attract visitors, or to occasionally assist with volunteering activities at other parks.

- 6.4 A focus for Mile End Park has been the generation of income to help make it self-sustaining. As the accounts reported to the Board last November showed, the Council's financial contribution to the Park fell from £365,840 in 2010/2011 to £267,173 in 2011/2012 and it is expected to reduce further in 2012/13 and 2013/14 as higher rental income from properties is achieved and more income-generating activities are introduced. As a result of the previous restructure, staff salaries accounted for £282,066 in 2011/2012 compared with £348,465 in 2010/2011 (a reduction of £69,812). With the further reduction in management it may be possible to reduce the allocation of staffing costs still further, which will assist in achieving the aim of ultimately making the Park financially self-sufficient

7. COMMENTS OF THE CHIEF FINANCIAL OFFICER

- 7.1 The proposed restructure is aimed at achieving the Heritage Lottery Funding requirements. Para 6.2 sets out the proposed deletion of two posts, the Head of Parks and the Head of Arts and Events posts and replaced with a combined post of Head of Arts Parks and Events.
- 7.2 The proposal will benefit the King George's Fields Charity Board by reducing the management costs currently charged by £18k. The deletion of the Head of Parks post which is currently apportioned over all parks will be replaced by a lower apportionment of the new post as part of the single service delivering arts, parks and events. All other staffing costs for the KGFCB would remain unchanged.

8. CONCURRENT REPORT OF THE ASSISTANT CHIEF EXECUTIVE (LEGAL SERVICES)

- 8.1 The report outlines efficiencies savings which will reduce the costs to the King Georges Trust and are in line with the Trustees wish to make the trust financially self-sustaining

9. ONE TOWER HAMLETS CONSIDERATIONS

- 9.1 Parks and Open Spaces play a major role in bringing communities from different backgrounds and ages together. These proposals will help promote further activities within parks and make them more attractive to visitors.

10. SUSTAINABLE ACTION FOR A GREENER ENVIRONMENT

- 10.1 The restructure will enable the Council to continue to protect and enhance habitats.

11. RISK MANAGEMENT IMPLICATIONS

11.1 There are no risk management implications arising from the restructure.

12. CRIME AND DISORDER REDUCTION IMPLICATIONS

12.1 There are no specific implications arising.

13. EFFICIENCY STATEMENT

13.1 The proposals will enable a more efficient use of staff resources and provide improved value for money.

Agenda Item 6

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A of the Local Government Act 1972.

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