

<b>Committee/Meeting:</b> King George's Field Charity Board	<b>Date:</b> 20 <sup>th</sup> February 2012	<b>Classification:</b> Unrestricted	<b>Report No:</b> 4.1
<b>Report of:</b> Corporate Director Aman Dalvi  <b>Originating officer(s)</b> Owen Whalley – Service Head Planning and Building Control		<b>Title:</b> Stepney Green/Mile End Park Update  <b>Wards Affected:</b> 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 600m<sup>2</sup> 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

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#### **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'.*