

BARNSELY METROPOLITAN BOROUGH COUNCIL

This matter is not a Key Decision within the Council's definition and has not been included in the relevant Forward Plan

Report of the Executive Director Core Services

COMMUNITY ASSET TRANSFER: BLACKER HILL COMMUNITY HUB, WENTWORTH ROAD, BARNSELY

1. Purpose of Report

- 1.1 The purpose of this report is to consider a request for a Community Asset Transfer to the Forge Community Partnership to develop and expand the existing community hub facility at Wentworth Road.
- 1.2 To approve the Transfer in the form of a lease for the development and expansion of the existing community hub facility at Wentworth Road.

2. Recommendations

- 2.1 **That Cabinet approves the Community Asset Transfer based on the business case from the Forge Community Partnership to develop and expand the existing community hub facility at Wentworth Road.**
- 2.2 **That the Service Director Assets be authorised to finalise heads of terms for a 25 year lease to the Forge Community Partnership for a nominal rental to develop and expand the existing community hub facility at Wentworth Road.**
- 2.3 **That the Executive Director Core Services be authorised to complete the lease to the Forge Community Partnership**

3. Introduction

- 3.1 This report provides an update on the continuing development, consolidation and expansion of the existing community hub facility at Wentworth Road and the proposals put forward by the Forge Community Partnership to continue to develop a successful, sustainable community run facility.
- 3.2 The Blacker Hill Lifelong Learning Centre is a purpose built facility constructed in 2003. The building provided a Council run training centre, which provided a job club, ICT classes and other activities.
- 3.3 As a result of significant cuts, the Council is no longer in a position to continue operating the facility and without any third party intervention the only real option would be to close the centre.

- 3.4 More recently the Council has been in consultation with the Forge Community Partnership with a view to a possible community asset transfer to this group. Doing this should see the existing facility continue to operate and continue to benefit the local community.
- 3.5 Forge Community Partnership is a not-for-profit Company Limited Guarantee (Company Registration Number 3691518). It is a registered charity (Charity no: 03691518), which has experience in operating community facilities and working with the local communities.
- 3.6 Forge Community Partnership have been managing this facility since 2015 and feel that there is a definite community requirement for this particular facility. To this end they have produced a Business Plan which details their thoughts, aspirations and plans for the continuation and expansion of the existing community hub facility at Wentworth Road.
- 3.7 They are looking to continue to run the facility as a Community Enterprise for the benefit of the local and wider community of Barnsley, which if successful will see the building retained for community use. If the running of the centre is not continued by the community then the centre will close as the Council are no longer in a position to continue to operate it.
- 3.8 The Council therefore proposes that the Forge Community Partnership take the centre into community ownership.

4. Proposal and Justification

- 4.1 It is proposed that the Forge Community Partnership will be granted a 25-year lease of the property at a nominal rent. Under the terms of the lease they will be responsible for repairing and maintaining the premises and paying all outgoings and utility charges for the property. The Council will insure the property and the fixtures and fitting and recover the cost of the insurance from the Community Association.
- 4.2 Local Authorities are required to obtain best consideration when disposing (including selling and leasing) of assets. However under Circular 06/03 of the Local Government Act 1972 – General Disposal Consent (England) 2003 leasing at less than best consideration can be authorised where the value is less than £2Million and it is granted to secure the promotion and improvement of the economic and social well-being of the citizens' of the Borough.
- 4.3 The proposed lease will contain a tenant only break clause, subject to 6-months' written notice. This will ensure that the Community Partnership are not entering in an agreement, which is too onerous on their part and allow them to break the lease should operating the community facility cease to be a viable proposition.
- 4.4 The Community Partnership will be granted a Tenancy at Will prior to completion of the proposed lease so as to formalise their continued occupation of the property. This will ensure that the Council can obtain vacant possession of the premises at short notice should the proposed lease not complete for any reason.

- 4.5 The Community Partnership will be seeking to expand and add to the range of events and activities at the community centre, by offering attractive facilities for public and private use, meeting local needs providing a centre for community learning, a venue for activities and a focal point for local community development.
- 4.6 The Community Partnership helped to secure funding for the initial development of the Centre in 2003 and they are committed to exploring all avenues to raise further funding and expand the client base to help the further development of the centre as a community base following the transfer.
- 4.7 The Centre is the only community provision at Blacker Hill, providing a place of learning, education and skills development for the local community that it serves. The Community Partnership is looking to expand on this existing base to develop a vibrant and dynamic community asset.
- 4.8 The community hub already has other users such as the Post Office Service and the Little Explorers Day Nursery, which will provide a source of income to assist in the continued operation of the facility in the early years.
- 4.9 By undertaking the proposed community asset transfer the property will continue to operate as a much needed community facility. Without this transfer the centre would close, which would be a loss to the local community and the Borough as a whole.

5. Consideration of Alternative Approaches

- 5.1 The Council does not have the necessary budgets to continue to operate this community facility. Therefore without third party intervention in the form of the proposed Community Asset Transfer the community hub would have to close.
- 5.2 Not undertaking the proposed Transfer is not an option as it would be a loss to the community of a much needed community facility.

6. Impact on Local People

- 6.1 The continuing development, consolidation and expansion of the existing community hub will see a much needed facility retained in Blacker Hill. This should benefit not only the local community, but the Borough as a whole. This would be lost if the asset transfer does not take place and the centre is forced to close.
- 6.2 By targeting and attracting the diverse range of customers and user groups they hope to develop the facility further to support local people, support life-long learning and develop community ownership of the centre.
- 6.3 It is accepted and recognised that the success of the community hub depends upon identifying and addressing the needs of local residents and the centre will be run to consistently support and attract these people, looking to embrace those experiencing or at risk of social and/or economic exclusion. Expanding the range of events and activities offered from the centre and seeking to operate it in line with their Business Plan should help to intensify the use of the property benefitting the local community.

6.4 The Community Partnership's strategy is to challenge social exclusion, encourage participation, support life-long learning and develop community ownership, with a view to the community hub becoming a self-sustaining business to benefit the local people.

7. Financial Implications

7.1 Under reports previously submitted and approved by Cabinet, Asset Disposal Programme (2013-2018) ref Cab.12.03.2014.13 and Community Asset Transfer Policy ref Cab.30.1.2013/6.3, these reports stated that any property leased out by the Council should be at a market rent, unless otherwise specifically agreed by Cabinet, and that in the case of offering a property for rent or lease at a lower market value, the anticipated socio-economic benefits are taken into consideration.

7.2 The report sets out to grant a lease for twenty five years, allowing Forge Community Partnership to continue to run the facility without putting its future in jeopardy should the lease not be granted.

7.3 Under the terms of the lease the Community Partnership will be responsible for all future repairs, maintenance and insurances of the property. In addition they will pick up all other outgoings and utility costs for the property. Such costs have previously being met by the Council; this proposal will result in a cost saving of £8,990 per annum as set out within Appendix A.

7.4 The proposal to award the lease at a nominal rent ensures the best use of the asset and will have significant benefits to the local community as outline within section 6 of this report.

7.5 The Forge Community Partnership will pay the councils reasonable legal and surveyors fees in respect of the lease.

7.6 There are no undue VAT implications arising for the Council as a result of the proposed lease to the Forge Community Partnership.

7.7 For the purpose of IFRS the lease will be classified as an operating lease.

8. Employee Implications

8.1 There are no issues arising as a result of this report.

9. Communications Implications

9.1 The Forge Community Partnership will continue to carry out consultation on their proposals for the property in line with their business plan in order to continue and hopefully expand the use of the facilities and the range of services on offer.

9.2 The Forge Community Partnership have highlighted in their business plan that there is a need for a marketing strategy in order to attract more local customers and new business for their meetings and conferences. Doing this should raise the profile of the centre and hopefully attract more bookings so that the centre is used to its full potential.

10. Consultations

10.1 A list of stakeholders consulted during the preparation of this report includes:

Communities
Legal Services - Conveyancing
Finance
Risk Management

10.2 Local Ward Members are aware of the scheme and support the proposal.

11. The Corporate Plan And The Council's Performance Management Framework

11.1 The Business Plan produced by the Forge Community Partnership demonstrates that there is a need for the premises to be retained for community purposes. The continuing development, consolidation and expansion of the existing community hub plays a key role in the achievement of the priorities contained in the corporate plan and performance management framework. There is a strong alignment to building strong and resilient communities. The ultimate aim is for residents not require these services and have the skills and knowledge to take responsibility and develop their own solutions through the Forge Community Partnership.

12. Promoting Equality and Diversity and Social Inclusion

12.1 The granting of a lease to Forge Community Partnership will keep the existing facility in use and within the heart of the community for the benefit of the local community and the Borough as a whole.

12.2 The continuation and expansion of the existing centre will retain the facility to be used by all age groups and interests. As part of the Community Partnership's social commitment, the centre will be run to consistently support and attract those experiencing or at risk of social and/or economic exclusion. The priority groups identified in their Business Plan are as follows: -

- Teenage parents
- Families with young children
- Older people
- Carers
- People with disability
- Those on low income
- People experiencing "worklessness"
- Those most marginalised from paid employment
- Local ethnic minorities and immigrants

- People with low-skill levels

13. Tackling The Impact Of Poverty

13.1 There are no issues arising from this report.

14. Tackling Health Inequalities

14.1 The continuation and expansion of the existing community facility will provide a source of advice and information about many issues that impact on the wider determinants of health including employment, healthy eating and encouraging and supporting community involvement.

15. Reduction of Crime and Disorder

15.1 In investigating the options set out in this report, the Council's duties under Section 17 of the Crime and Disorder Act 1998 have been considered.

15.2 Vacant or under used buildings and land can attract vandalism and unauthorised uses such as fly tipping, substance abuse and other anti-social behavior. Therefore the proposed transfer will keep the property in use thereby helping to prevent such problems.

16. Risk Management Considerations

16.1 The granting of a lease to Forge Community Partnership will see a continuation and potential expansion of the community hub, keeping the asset at the heart of the community and in a productive use for the benefit of the community.

16.2 The inclusion of the tenant only break option in the lease will ensure that the Forge Community Partnership are not entering into an agreement, which is too onerous and will allow them to break the lease should operating the community facility cease to be a viable proposition.

16.3 Granting a Tenancy at Will to Forge Community Partnership prior to completion of the proposed lease will formalise their continued occupation of the property. This will ensure that the Council can obtain vacant possession of the premises at short notice should the proposed lease not complete for any reason.

17. Health, Safety And Emergency Resilience Issues

17.1 The proposal to lease the property will be carried out giving full consideration to current Health and Safety Legislation.

18. Compatibility with European Convention on Human Rights

18.1 This report recognises the promotion and importance of equality, diversity and human rights for all members of the local community and the wider Borough.

19. Conservation of Biodiversity

19.1 There are no issues arising as a result of this report.

20. Glossary

20.1 IFRS – International Financial Reporting Standards

21. List of Appendices

21.1 Appendix A – Financial Implications.

21.2 Appendix B – Site Plan

22. Background Papers

22.1 Correspondence regarding this matter is held on the files in Asset Management – not available for inspection contains exempt information

Office Contact: Tim Hartley

Telephone No: 774615

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