

WEST DUNBARTONSHIRE COUNCIL

Report by Acting Director of Housing, Regeneration and Environmental Services (Housing & Regeneration Services)

Community Safety & Environmental Services Committee: 7 February 2007

**Subject: Overtoun House, Dumbarton – Progress Report Number 2 and
proposed alterations to lease**

1. Purpose

- 1.1** To report the progress of works being undertaken to refurbish Overtoun House and to recommend variations of the terms of the existing lease to Overtoun House Christian Centre (OHCC).

2. Background

- 2.1** Following the decision at the Council meeting on 28 February 2001, to lease Overtoun House to OHCC, a further report detailing the progress that had been made was submitted to the Community Safety and Environmental Services Committee on 5 May 2004.
- 2.2** Within this report it was proposed that the Director of Economic, Planning and Environmental Services be authorised to review and revise the lease including extending the lease to a period of up to 99 years, with a view to facilitating access to external grant funding.
- 2.3** However when the Council applied to the Sheriff Court for consent to grant a 99 year lease formal objections were received from seven members of the public and two local community groups including Silverton and Overtoun Community Council. Following further meetings with the objectors and representatives from OHCC it was agreed that the lease could be extended to 35 years from the original date of entry (19 September 2001) with an additional clause providing the tenants with a right to apply to the landlord for consent to extend the lease for a further period of 30 years from the end of the initial 35 year lease.
- 2.4** A number of other issues not directly relating to the length of the lease were also raised by the objectors. OHCC, having occupied the property for over 5 years, also identified a number of issues within the lease which were causing them operational concerns.

- 2.5** Considerable work has also been undertaken by OHCC working with the Council's Grounds Maintenance Section in the immediate vicinity of Overtoun House. Access to the grounds around Overtoun was also a major concern of the objectors and during discussions an undertaking was given to more actively manage the grounds around Overtoun House in conjunction with OHCC and the local community. Accordingly the Grounds Maintenance Section are currently reviewing a previously developed Management Plan for the Overtoun Estate with a view to identifying improvements which could be phased in over the next few years in partnership with volunteer support from OHCC and the local community.
- 2.6** As detailed in the previous reports regarding OHCC the funding of the refurbishment project is of an unorthodox nature and relies extensively on volunteer labour primarily from the United States. Unfortunately this support was severely restricted following the hurricanes which struck the Florida, Alabama and Mississippi Gulf Coast in 2004 and 2005, most particularly the damage caused by Hurricane Katrina on 29 August 2005. The devastation which resulted from these events led to a number of the project's supporters having to switch their time and resources to the Gulf Coast and indeed members of OHCC travelled to the area to re-pay the time and labour which had been donated to the Overtoun House project.
- 2.7** Despite these setbacks work has progressed well at Overtoun House with the completion of the residential accommodation for the project co-ordinators and staff who will run the residential care facilities when the project is complete. In addition significant works concerning removal and replacement of deteriorated plaster, joists, sub flooring and damaged lintels has been undertaken together with decoration of the main entrance hall and ground floor public rooms. The renovation of the kitchen area has also allowed the tea room to become operational and this has allowed members of the public to visit.
- 2.8** Under the terms of the lease, the Council is responsible for insuring Overtoun House and OHCC are responsible for reimbursing the cost of this to the Council. Unfortunately invoices for this were not issued to OHCC until February 2006 resulting in an outstanding balance of £20,815 for the period 19 September 2001 to 31 March 2006. This is an ongoing cost of around £5,000 per year and OHCC have requested that consideration is given to providing some assistance to meet this cost as it diverts money from the refurbishment programme. An application form for a local grant has been passed to the OHCC and, in the event that an application is submitted, this will be considered by the Corporate Services Committee.

3. Main Issues

- 3.1** OHCC have now occupied and operated from Overtoun House for a number of years making good progress with the rehabilitation works with little or no effect on the public access to the grounds of Overtoun House. However during this period it has become apparent that some of the originally agreed lease terms are inhibiting its operations and accordingly following discussions the following lease amendments are proposed.

Programme of Works

- 3.2** Due to the impact of Hurricane Katrina, the security requirements imposed on OHCC by the Council and changes in Social Work requirements regarding care facilities, it is considered that the original programme of works incorporated in the lease is no longer appropriate. In this regard OHCC have submitted an amended schedule of works which still meets the anticipated final completion date of 2009 but varies the scheduling of the works within this programme. It is proposed that this new programme is adopted within the lease.

Window Cleaning

- 3.3** Within the existing lease there is a clause that requires the windows to be cleaned on a monthly basis. It is proposed that this is amended to exclude the period of the renovation of the property as this is an unreasonable requirement during a refurbishment programme.

Access Bollard

- 3.4** Under the existing terms of the lease the tenants are allowed to restrict vehicular access into the Estate by the erection of a bollard at the main access entrance. The existing terms of the lease require the tenant to open the bollard between 7am and 10pm throughout the year. This causes significant operational problems particularly during the winter and it is proposed that these times be amended to 8am and 6pm in the winter (being 1 October to 31 March) and between 8am and 9pm in the summer (being 1 April to 30 September).

Access to Walled Garden

- 3.5** Under the terms of the current lease there are no restrictions on the public having access to the walled garden area at the front of Overtoun House and this has been causing some concerns in relation to the security of people living at Overtoun House and any children attending events there. A temporary system has been in place for a number of years whereby the gates to the walled gardens are locked by OHCC and public access is not permitted other than by seeking the consent of OHCC who are based at Overtoun House. It is proposed that this temporary solution is formalised under the terms of the lease particularly as it is envisaged that when the tea room is opened during the summer there will be access to the walled garden for the public on suitable occasions.

Car Park

- 3.6** There are 2 car parks situated at Overtoun House of which the upper car park is located directly opposite the main entrance to the property. Occasionally OHCC hold events where children can attend and a condition under the current lease which requires the car park to always be available is causing concerns at these times. It is proposed that during these events OHCC shall have the option to close the upper car park on the basis that the lower car park which is a short distance away is available at these times.

Loud Speakers

- 3.7** The existing lease specifies that the use of loud speakers is not permitted within Overtoun House and OHCC have requested that this is amended as a number of their groups require the use of loud speakers and there can also be musical events held within the property which may require the use of loud speakers.

Youth Sports and Training

- 3.8** One of the main parts of OHCC's work is in Youth Sports and Training and within the lease they are required to seek the landlords consent for this use. However this is considered unnecessarily restrictive and it is proposed that this clause be amended accordingly.

4. Personnel Issues

- 4.1** There are no personnel issues.

5. Financial Implications

- 5.1** OHCC may submit an application for a grant in respect of insurance costs. This would be considered by the Corporate Services Committee.

6. Risk Analysis

- 6.1** There are no increased risks to the Council arising from the proposed alterations to the lease.

7. Conclusion

- 7.1** The Committee is asked to note the good progress of works at Overtoun House, Dumbarton despite the unforeseen problems caused by the hurricanes in the United States. To continue this progress the above noted amendments to the lease are considered appropriate to assist OHCC's operational requirements.

8. Recommendation

- 8.1 That the Acting Director of Housing, Regeneration and Environmental Services (Housing & Regeneration Services), in consultation with the Head of Legal & Administrative Services, be authorised to revise the lease on the basis of the proposals noted under Section 3.**

Irving Hodgson

**Acting Director of Housing, Regeneration & Environmental Services
(Housing & Regeneration Services)**

Date: 23 January 2007

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Appendices: None

Background Papers: Report by Director of Economic, Planning & Environmental Services to the Executive/Scrutiny/Council in February 2001,

Report by Director of Economic, Planning & Environmental Services to the Community Safety & Environmental Services Committee 5 May 2004

Ward(s) Affected: Ward 13