

MUNICIPAL YEAR 2014/2015 - REPORT NO.

ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

PORTFOLIO DECISION OF:
Cabinet Member for Economic
Development

REPORT OF:
Director – Regeneration &
Environment

Agenda – Part: 1	KD Num: N/A
Subject: Broomfield House	
Wards: Southgate Green	

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1. EXECUTIVE SUMMARY

- 1.1 This report seeks authority to commence the tender process to appoint specialist consultants to prepare a Conservation Management Plan (CMP) and Options Appraisal for Broomfield House, stable block and park. This work is required to support the development of a Stage 1 bid to the Heritage Lottery Fund for its Heritage Enterprise Programme (HLF / HEP) for the restoration of the house.
- 1.2 It also seeks authority to identify and commence background work on an appropriate course of action in regard to the covenant which currently restricts the use of the house and park, to enable a HLF / HEP scheme to be developed.
- 1.3 The report proposes the establishment of a Broomfield House Partnership Board to oversee the project and sets out the proposed Terms of Reference for this Board.

2. RECOMMENDATIONS

That the Cabinet Member for Economic Development:

- 2.1 Authorise the commencement of the process to appoint consultants to prepare a Conservation Management Plan (CMP) and Options Appraisal for Broomfield House, stable block and park, which are required to support the development of a Stage 1 bid to the Heritage Lottery Fund's Heritage Enterprise Programme (HLF / HEP);
- 2.2 Approve the Brief, and note the timetable, for the production of the Conservation Management Plan and Options Appraisal set out in Appendix 3;
- 2.3 Authorise the commencement of background work on an appropriate course of action in regard to the covenant relating to the use of the house and park to enable a HLF / HEP scheme to be developed;
- 2.4 Approve the establishment of the Broomfield House Partnership Board and associated Terms of Reference.

3. BACKGROUND

- 3.1 Broomfield House is a Grade II* listed building. Of particular interest are its 16th century core and its Lanscroon Murals dating from 1726, (which survive in storage). The house is the focus for the Grade II registered historic park and the stable block is also listed Grade II*. Both House and stables are included within English Heritage's Heritage at Risk Register. Following a series of fires in the 1980's and 1990's numerous schemes for the restoration and reuse of the house have been put forward but have not come to fruition. These are summarised in Appendix 1.
- 3.2 Over the last couple of years, the Council has supported and facilitated the Broomfield House Trust and Friends of Broomfield Park in a community led proposal for the restoration of Broomfield House as a heritage and learning centre. This included an application for funding from the Heritage Lottery Fund (HLF).
- 3.3 Last year the Council's bid to the HLF (for £4,175,000) was recommended for approval by HLF officers, but not approved by the HLF Board of Trustees. Trustees were concerned about the scale of the restoration required and the level of grant requested, which, in their minds, raised value for money issues. They also considered that plans to establish the house as a visitor attraction and community facility may be difficult to sustain in the long term.
- 3.4 Since this time, the Council has been continuing to support the Trust and Friends in evolving their proposals, in an attempt to address the HLF's concerns and pave the way for a future more successful proposal. Ongoing discussion with English Heritage and HLF has continued and

most recently HLF representatives have indicated that the Heritage Enterprise programme may be an appropriate way forward for the house.

4. HERITAGE LOTTERY FUND - HERITAGE ENTERPRISE PROGRAMME

- 4.1 A key aim of this relatively new HLF programme is the integration of commercial and community interests within heritage-led regeneration projects. Further details of the Heritage Enterprise Programme are attached as Appendix 2. In addition, projects can also apply to the HLF for a limited amount of funding that will support capital works while a project is being planned. This has the potential to support urgent repair works to prevent further deterioration to the House.
- 4.2 A number of studies and evidence will be required as part of any HLF/ HEP application. Some work has already been completed, including a comprehensive Structural Appraisal from specialist heritage structural engineers to assess the stability and integrity of the remaining historic fabric of the House. Specialist conservators have also completed a condition assessment and repackaging of the Lanscroom murals, currently in secure offsite storage.
- 4.3 This work will inform the Conservation Management Plan for the House, Stable Block and Park and Options Appraisal for the House the subject of this report. The brief for this work is attached as Appendix 3.
- 4.4 Authorisation to submit a HLF / HEP Stage 1 bid will be the subject of a further report once the Conservation Management Plan and Options Appraisal have been completed and a preferred option identified.

5. BROOMFIELD HOUSE PARTNERSHIP BOARD

- 5.1 It is proposed that a Broomfield House Partnership Board be established to oversee the project and the draft Terms of Reference and Membership are set out in Appendix 4. Any future formal decisions arising from the Partnership Board will need to be taken in accordance with the Council's decision making processes and key decision requirements on determining the way forward and committing the Council to any significant expenditure or significant impact on the local community and to the appropriate levels at which future decisions will need to be taken (e.g. portfolio or Cabinet).

6. ALTERNATIVE OPTIONS CONSIDERED

- 6.1 Do nothing. This is not a sustainable option and with the passage of time since the first fire in 1984, becomes increasing less so. The building is a financial obligation on the Council (as owner) with the ongoing cost of keeping the building secure from vandalism and safe from further collapse. In its present condition it continues to be a blight on the local environment and a source of concern to local residents. The possibility of English Heritage taking statutory action against the Council in the form of

an Urgent Works Notice or (perhaps remote) Repairs Notice cannot be totally eliminated.

- 6.2 Pursue the community vision scheme. The Community Vision scheme has emerged from the community and the Council has supported the community's endeavours. However, the previous Heritage Lottery Fund bid was not approved. Previous Options reports for the House have concluded that large scale community use are considered untenable, given the difficulties of obtaining total capital funding from public or charitable sources. One option could be a more modest restoration of the historic core of the house however this would have to be balanced against the ability of a smaller facility to meet the community's aspirations and generate sufficient funds to be self-sustaining in revenue terms.
- 6.3 Consider a commercially led alternative scheme. Over the years, this has not been fully supported by all interest groups within the local community. A commercial solution would also need the covenant to be fully addressed. In terms of heritage legislation a commercial solution cannot be discounted and still has to be investigated as an option for preserving the heritage asset.
- 6.4 Apply for de-listing Apply to DCMS for de listing. De listing is only usually given on the grounds that the building does not have the factual attributes of special architectural interest accorded to it. It seems extremely unlikely that this could be pursued as significant historic material remains in situ. In 2012 surveys concluded it still warrants listed status, albeit at Grade II, rather than II*.
- 6.5 It is considered that submitting a HLF-HEP application is the best option as it will deliver community interests with economically sustainable management. If the application is successful, this will secure the future of Broomfield House via partnership with a commercial for-profit organisation.
- 6.6 However if a HLF/ HEP application is unsuccessful, further consideration will need to be given to whether all options in securing a viable future for Broomfield House will then have been explored and exhausted. This will be the subject of a further report in due course and at this point may include an assessment of whether an application to the Secretary of State for demolition of the remaining structure should be pursued.

7. REASONS FOR RECOMMENDATIONS

- 7.1 The options overview has made clear that to do nothing is not sustainable due to the ongoing costs of ensuring site security and safety. In its current condition Broomfield House continues to blight the local environment. Heritage Lottery Fund and English Heritage have indicated that the Heritage Enterprise Scheme may be appropriate for the house.
- 7.2 The community vision scheme was not supported by the HLF. A fully commercially led scheme has not found full support from the local

community in the past. In light of the above and the clear steer being given by the HLF towards the HLF / HEP programme, it is recommended that the commissioning of specialist studies and works to the covenant be undertaken to inform the preparation of a Stage 1 bid.

8. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES AND OTHER DEPARTMENTS

8.1 Financial Implications

- 8.1.1 From comparable benchmarking and soft marketing the costs of producing a Conservation Management Plan and Options Appraisal have been estimated in the region of £85,000. These will build upon the studies that have already been undertaken. There are sufficient funds in the GLA grant remaining for this.
- 8.1.2 Costs of pursuing an amendment or removal of the covenant could be in excess of £50,000 for the Council's own legal fees (plus disbursements) in the event that the process is challenged. Any compensation awarded as a result of proceedings will be payable separately.
- 8.1.3 Costs of maintaining the structure whilst developing a HLF/HEP scheme could be partly supported by grants from EH. These costs have been identified in the Conisbee Structural Analysis report and are set out in paragraph 8.3. These costs would need to be met from the Corporate landlords health and safety funds and will be subject to a separate report as necessary.
- 8.1.4 Authorisation to develop and submit a HLF / HEP bid will be subject of a further report once the Conservation Management Plan and Options Appraisal have been completed and a preferred option identified. This report will set out further costs of developing a HLF / HEP bid and how the match funding requirements would be met. If an application under the HLF / HEP scheme were successful costs of the project management of the delivery of that scheme would be built into the bid.
- 8.1.5 If it is necessary to pursue the covenant alongside the HLF bid rather than after a successful outcome, money could be wasted pursuing the covenant if the bid is ultimately unsuccessful. Any future proposals relating to this scheme with cost implications would need to be subject of separate reports and full financial appraisals.

8.2 Legal Implications

- 8.2.1 The use of the building and park is restricted by a covenant. The covenant placed on the site may limit development and uses of Broomfield House and Stables depending on the nature of the proposal.
- 8.2.2 There is a risk that any use beyond / outside the terms of the covenant would be a breach and therefore actionable by any person with the benefit of the covenant. To remove this risk would involve either discharging or

amending the covenant. Currently, the covenant placed on the site could potentially restrict the proposed options for development and uses of Broomfield House and Stables by limiting commercial activity. To facilitate a long term redevelopment it will be necessary to deal with the covenant in order to enable the community / commercial partnership envisaged by the HLF / HEP programme.

- 8.2.3 Under section 84 of the Law of Property Act 1925, an application may be made to the Lands Chamber (Upper Tribunal) to amend or remove the covenant subject any compensation provisions.
- 8.2.4 Under s.237 of the Town and Country Planning Act 1990 and s.122 of the Local Government Act 1972 the Council has the power to appropriate the land for planning purposes subject to publication, challenge and compensation. Appropriation has the effect of overriding easements and other rights in land. The use of this power requires the Council to identify that the land is no longer required for the purpose for which it was held. Should this process be followed a report will need to identify the purpose to which the land is intended to be put, including details of future proposals
- 8.2.5 By virtue of the s.1 of the Localism Act the Council may do anything which a private individual may do subject to any restrictions contained in s.2 of the Localism Act 2010 or contained in any other legislative arrangements.
- 8.2.6 The Appointment of consultants and other specialist service providers to support a bid will need to be in accordance with the Council's Constitution, and in particular Contract Procedure Rules. Any resultant legal agreements will need to be in a form approved by the Assistant Director of Legal Services.

8.3 Property Implications

- 8.3.1 Broomfield House is owned by the Council. To do nothing is not a sustainable option and with the passage of time since the first fire in 1984 becomes increasing less so. The building is a drain on the Council (as owner) with the ongoing cost of keeping the building secure from vandalism and safe from further collapse. In its present condition it continues to be a blight on the local environment. The possibility of English Heritage taking statutory action against the Council in the form of an Urgent Works Notice or (perhaps remote) Repairs Notice / CPO cannot be totally discounted.
- 8.3.2 In accordance with the Council's ongoing corporate landlord and health and safety obligations, approximately £35,000 was expended last financial year to maintain and improve security to keep the building secure from trespass. Looking forward, estimates provided by consultant structural engineers Conisbee in July 2014 identified a liability of circa £30,000 required for immediate works to the scaffolding and structure, with a further future liability of £200- £250,000 to replace the existing scaffold to modern standards. All figures exclude fees which are expected to be at 25 - 30% of the cost of the works.

9. KEY RISKS

- 9.1 Funds are allocated towards the Broomfield House project in the remains of the GLA grant and the capital budget.
- 9.2 The future of Broomfield House has been of significant interest to the local community over the years and there will undoubtedly be strong and varying opinions on the most suitable way forward as demonstrated in previous years. An option, once selected, will need to be followed through in the light of possible opposition from some community interests if the identified and selected outcome is to be delivered.
- 9.3 A key risk is that the HLF grant bid may not be supported by the HLF and the necessary investment is not forthcoming. This is a competitive process and the bid is likely to be up against stiff competition for limited and oversubscribed funds.
- 9.4 Another risk is that a suitable commercial partner cannot be found to take the HLF / HEP scheme forward.
- 9.5 To mitigate the above risks, strong project management processes, stakeholder engagement and reporting arrangements are in place to provide a robust HLF application. Risks will be reviewed throughout the process. Authorisation to develop and submit a HLF / HEP bid will be subject of a further report once the CMP and Options Appraisal have been completed and a preferred option identified.

10. IMPACT ON COUNCIL PRIORITIES

10.1 Fairness for All

The regeneration of Broomfield House will help make Palmers Green an attractive place to live, work, learn and play.

10.2 Growth and Sustainability

A Broomfield House HLF / HEP scheme, if approved, will together with investment by project partners, inject significant inward investment that will regenerate this historic property and strengthen the local economy.

10.3 Strong Communities

Heritage-led regeneration is a key component of successful regeneration – supporting local jobs and businesses and the wider needs of the community. The preservation and enhancement of the cherished local scene and heritage helps increase the communities' sense of belonging, civic pride and self-confidence while demonstrating the Council's commitment and support to them and their area. Together these help deliver stable, safe and sustainable places and communities.

The delivery of regeneration of Broomfield House is compliant with the Council's Aims and Objectives with particular regard building prosperous, sustainable communities facilitating economic prosperity through inward investment, enterprise and business support; and promoting a cleaner, greener and sustainable Enfield through protecting and enhancing Enfield's buildings, conservation areas and local heritage.

11. EQUALITIES IMPACT IMPLICATIONS

No equality impacts have been identified at this stage.

12. PERFORMANCE MANAGEMENT IMPLICATIONS

Approval of this report will enable the satisfactory resolution of Broomfield House, which is included in the Heritage Strategy.

13. HEALTH AND SAFETY IMPLICATIONS

The condition of Broomfield House is deteriorating and if left there could be health and safety implications of maintaining and securing the remaining structure and its supporting scaffolding.

14. PUBLIC HEALTH IMPLICATIONS

The completion of this project contributes to the preservation of the local environment and thereby promotes mental well-being by contributing to the attractiveness of the environment. The preservation and enhancement of the cherished local scene and heritage helps increase the community's sense of belonging, civic pride and self-confidence.

Background Papers

None.

MILESTONES TOWARDS RESTORATION SINCE THE FIRST FIRE IN 1984

Between 1984 and 1999 several options for re-use have been explored.

25 April 1984

Fire at Broomfield House following a fire in the café area destroyed the main staircase mural and roof timbers. The Council Museum Service relocated to Forty Hall, Enfield with many items in storage.

Options considered over several years for restoration included:-

Demolition/New Build Pavilion

Royal Church School of Music considered terms with the Council for moving to Broomfield House with an extension on the rear lawns, RSCM relocated elsewhere.

Chicken Shed Theatre negotiated for the site but the scale of new build requirements to the rear lawns of Broomfield house for a large theatre proved prohibitive and they dropped the proposal.

April 1994

Terms negotiated and committee approval obtained for the Silver family to locating their textile collection at Broomfield House.

April 1994

Second major fire (purported arson attack) Demolition again mooted

April 1997

Public meeting and community consultation agreed that selected bidders be invited to make offers for a family restaurant solution. Whitbread and Bass shortlisted.

April 1998

Whitbread –Chef and Brewer Family Restaurant selected. Their scheme proposed the house restoration, a breach in the park boundary wall in Broomfield lane for a 2-way vehicle entrance, patron parking in the depot yard and on the main route to the House, public use of rooms upstairs on fee-paying basis. The Council as a method of restoring the house and achieving match fund support considered this for a bid to HLF for landscape works to the park lakes and for a council bid to HLF/EH for restoring the House mural.

Summer 1998.

The Whitbread scheme achieved planning consent /listed building consent. However, the Whitbread team withdrew for commercial reasons. The Council then dropped the Broomfield Park landscape HLF bid and substituted a landscape scheme at Pymmes Park for a successful HLF Grant.

14 December 1998

Community invited to come forward with a solution. Enfield Council allocated a grant of £10,000 to Broomfield House Community Group later to become Broomfield House Trust) to engage consultancy (support from Prometheus)

Early 1999	<p>Bass as previously unsuccessful tenderer made an unsolicited offer to the Council Bass as previously unsuccessful tenderer made an unsolicited offer to the Council to pick up the consent achieved by Whitbread for a family restaurant solution. Option explored by Council consultants.</p> <p>The consultants considered the Bass scheme to be better than the original Whitbread proposal by providing separate free community access to first floor rooms from the original grand staircase hallway. The proposal would also facilitate the mural reinstatement.</p>
28 Feb 1999	Community solution Prometheus report submitted.
March/April 1999	Community bid and Bass scheme evaluated.
5 May 1999	<p>Policy panel of Council resolve to accept Bass proposal</p> <p>Panel also selected Radiomathon as a day centre partner for the restoration of the dilapidated stable block</p>
Summer 1999	Bass decide not to proceed
October 1999	Council/ community public meeting
October 1999	Establishment of Task Force as voluntary partnership of council with community organisations to seek self-sustaining solution for full restoration of House in context of park masterplan including stables area.
24 November 1999	Council approve task Force terms of reference.
2000-2005	On -going research by the Task force into user definitions, covenant design constraints, consultancy advice on catering; transportation solutions; fund raising and BBC2 Restoration.
28th Sept 2001	Cabinet (part 2 report 121) Explored utilising cottages as funding support to scheme- minute attached see CD /TF4
January 2002	Sandcliff, fundraising consultancy appointed.
Summer 2002	<p>Planning design exhibition Safeway supermarket Palmers Green</p> <ul style="list-style-type: none"> The Council at the time of the Safeway exhibition in summer 2002 made the scheme concept known in a green leaflet distributed to 16 libraries and specifically to residents on the Broomfield estate and a wide area totalling 8000 households. The Safeway exhibition ran for a month including plasma screen and video display of the proposed extension and user intentions.
September 2002	Civic Centre display for a month with plasma screen video and display

21 – 22 Sept 02	London Open House series weekend
Oct 2002	Architect instructed to proceed with Planning application and listed building application submitted for Task Force solution
November 2002	Sandcliff Fundraising Planning & Feasibility Study completed.
November 2002	Broomfield house Task Force participate in BBC2 Restoration series and filming contracts arranged.
16 January 2003	Cabinet (part 2 report 29) minutes attached at CD/TF 4 noting that Radio-marathon had withdrawn from stable block deal. Members support for realising receipts from stable yard
11 June 2003	Broomfield House Planning and Listed building applications registered.
3 August 2003	Park centenary event and open House filmed by BBC London for BBC Restoration series.
9 Sept 2003	BBC 2 restoration broadcast – A plasma screen display at safeway and display at the Palmers Green library. Local press and web site info. Further leaflets available at Open House and public speaking forums.
20/21 Sept 2003	Open House event.
21 October 2003	Planning committee consider LBE /03/0013 and LBC/03/0025.
3 March 2004	Cabinet report 280 – council commitment to allocate resources from stable yard receipts towards house restoration fund of at least £1M
Sept 2004	Open house event
17 May 2005	Listed building consent granted
Sept 2005	Broomfield Historic Buildings Trust submit application to Heritage Lottery Board for planning development grant of £29,000
Sept 2005	Open house event – 700 visitors in 2 days plus some 700 visitors to a stall at the Enfield Town Show.
14 Dec 2005	Cabinet report 233 reaffirmed Council position in support of Task Force solution.
10 March 2006	Submission of Lands Tribunal witness statements and core documents.
2009	Significance of the House and Park and Broomfield House Options for the Future reports produced by Paul Drury Partnership.

2009 – 2012

RIBA Stage A, C and D reports produced by consultant architects Shepherd Epstein Hunter. This was part of the background work to the housing option then under consideration, to be partly funded by the LDA and Mayor of London. It outlined options including developing the house and stable in partnership with a Registered Social Landlord to provide sheltered housing for the elderly. Plans also included providing community facilities and park amenity (café and meeting rooms).

2012

In October 2012 the Council submitted a bid to the Heritage Lottery Fund to transform the House into a heritage and learning centre. During the preparation of this bid a workshop was held in May 2012 to discuss the future of the House where local residents and members of local groups presented their "Community Vision" for its restoration and redevelopment. The Broomfield House Trust, Friends of Broomfield Park and other interested residents, working with the Council delivered a comprehensive Community Vision proposal and business plan.

The Council's bid to the HLF (for £4,175,000) was recommended for approval by HLF officers, but not approved by the HLF Board of Trustees. Trustees were concerned about the scale of restoration required and the level of grant requested, which, in their minds, raised value for money issues. They also considered that plans to establish the house as a visitor attraction and community facility may be difficult to sustain in the long term. Since this time, the Council has been continuing to support the Trust and Friends in evolving their proposals, in an attempt to address the HLF's concerns and pave the way for a future more successful proposal. Ongoing discussion with English Heritage and HLF has continued and most recently HLF representatives have indicated that the Heritage Enterprise Scheme may be appropriate for the House.

April 2014

Safety and Structural condition survey commissioned from Conisbee Structural Engineers. Report due at the end of June 2014.

June 2014

Enfield Council commissioned specialist conservators Paine and Stewart to undertake condition assessment and repackaging of Lanscroun murals, currently in secure offsite storage.

APPENDIX 2

Briefing Note Heritage Lottery Fund - Heritage Enterprise Program

"Heritage Enterprise is designed to address 'market failure' – where historic buildings have failed to attract investment to realise their potential business premium because their cost of repair has meant that it is not commercially viable for private developers to take on. Grants of between £100,000 and £5million will plug the gap between the costs of repair and the value of the property after restoration" – HLF 2013

Heritage Enterprise supports enterprising community organisations across the UK to rescue neglected historic buildings and sites and unlock their economic potential. By funding much of the repair costs HLF hope to encourage private developers to work with community organisations to deliver commercially viable schemes. The involvement of the private sector is not mandatory, but it is encouraged.

A key aim of the Heritage Enterprise programme is the integration of commercial and community interests within heritage-led regeneration projects. Therefore, HLF welcome applications from partnerships. Private sector for-profit organisations are encouraged to participate but are required to be minority partners in a partnership that is led by a not-for-profit group.

Awarded funds include repair costs which includes the conservation deficit of repairing and adapting a building. Conservation deficit is where the existing value of a heritage asset plus the development cost is greater than the value of the asset after development has been completed. For Heritage Enterprise applications, the conservation deficit is used to calculate the amount of grant requested.

Applications for grants through the Heritage Enterprise programme will be considered solely on the basis of the conservation deficit and not on the applicant's inability to fund a commercially viable scheme. It should be noted that submitted applications are in competition with other submitted schemes funding for the Heritage Lottery Fund's available budget.

Heritage Enterprise projects should achieve all of the seven outcomes listed below;

Outcomes for heritage

With HLF investment, heritage will be:

- better managed
- in better condition

Outcomes for people

With HLF investment, people will have:

- developed skills
- learn about heritage

Outcomes for communities

With HLF investment:

- environmental impacts will be reduced
- your local area/community will be a better place to live, work or visit
- your local economy will be boosted

Application Process:

Initially, a project enquiry form is completed and sent to the HLF for assessment. This gives a broad outline of the project i.e. location, organisations, estimated costs and project outcomes.

First Round Application: A first-round application is submitted with delivery-grant request (for doing the project) and, if needed, a development-grant request (for getting ready to do the project).

A Viability Appraisal will be needed at this stage (a start-up grant is available for this). It should:

- Consider the various options for a sustainable end-use for the building or site;
- Provide an initial broad idea of the costs, values and likely size of the Conservation Deficit;
- Show that the first-round application falls within the scope of the Heritage Enterprise programme, and the amount of grant applied for is appropriate.

If successful, a more detailed second-round application is developed, using any development grant requested.

Second-round application: Second-round application is submitted with the delivery-grant request.

A Development Appraisal will be needed at this stage (the costs of preparing this can be included in the first round application). It should:

- Identify the proposed end-use for the building or site, and clearly explain why it is the preferred option;
- Provide a fully detailed estimate of construction costs, overheads and developer's return;
- Clearly identify the market value of the completed development, and hence the amount of grant actually needed to cover the Conservation Deficit.

Other sources of funding:

Other sources of funding may be needed to complete the development. A fundraising strategy and timetable must be in place if not all project funding has been secured. Match funding of 10% of HLF contribution must be in place. In all cases, applicants will still need to have explored other sources of funding and ensure their project offers good value for money.

SA 13.05.2014

Information about	First round application	Second round application
Capital work	Outline proposals: <ul style="list-style-type: none"> • viability appraisal, including information on conservation deficit • Initial breakdown of capital works • Plans for non-architectural elements, such as interpretation and digital outputs (RIBA work stage 3). 	Detailed proposals: <ul style="list-style-type: none"> • development appraisal, that establishes the conservation deficit gap • detailed breakdown of planned works • Plans for architectural elements up to RIBA work stage 3
Activities	Outline proposals: <ul style="list-style-type: none"> • Who your project will involve • The nature of activities that will engage people with heritage 	Detailed proposals: <ul style="list-style-type: none"> • A detailed activity statement
Project outcomes	<ul style="list-style-type: none"> • Outline information about project outcomes 	<ul style="list-style-type: none"> • Detailed information about project outcomes
Project management	<ul style="list-style-type: none"> • Partnership agreement • Detailed information about the work planned during development phase • Detailed timetable for development phase • Briefs for work to be undertaken by consultants and new job descriptions 	<ul style="list-style-type: none"> • Updated partnership agreement • Detailed information about delivery phase management, including briefs for consultants and new job descriptions. • Detailed timetable for delivery phase • A project business plan
After project completion	<ul style="list-style-type: none"> • Outline information about how outcomes will be sustained once funding has ended, including running costs 	<ul style="list-style-type: none"> • A conservation plan • A maintenance and management plan • detailed information on project evaluation
Project costs	<ul style="list-style-type: none"> • Detailed costs for development phase • Outline costs of delivery phase 	<ul style="list-style-type: none"> • Detailed costs for delivery phase • Indication that secured project funding in place before delivery phase commenced

Above: different levels of information required in a first-round and second-round application

Brief for the preparation of a Conservation Management Plan and Options Appraisal for Broomfield House, Stable Block and Park

1 Introduction

- 1.1 Broomfield House, Stable Block and Park are owned by the London Borough of Enfield. The House is a Grade II* listed former country house with a long and complex history dating back to the 16th century, and was the subject of major rebuilding and enlargement in the 17th, early 18th and early 19th centuries. It sits within a Baroque formal landscape, now a public park which is included on the national Register of Parks and Gardens of special historic interest at Grade II.
- 1.2 The house was severely damaged by fires in 1984, 1993 and 1994 and has been derelict since the last fire, which destroyed the roof and much of the interior. The remains of the building are protected by a temporary roof and hoardings and some salvaged interior fabric is in safe storage. Several unsuccessful attempts have been made in the past to find a sustainable new use for the building which would fund its restoration.
- 1.3 The use of the building and park is restricted by a covenant. A copy of the covenant is attached as Appendix 1. The covenant placed on the site may limit development and uses of Broomfield House and Stables depending on the nature of the proposal. To facilitate a long term redevelopment it will be necessary to address the covenant.
- 1.4 The Council's ultimate aim is to restore the House and Stables, together with the wider park / setting. After recent consultation with English Heritage and other stakeholders, Enfield Borough Council requires a lead consultant to produce a comprehensive and holistic Conservation Management Plan for the House, Stable Block and Park and an Options Appraisal for and focussing on, the House. This will lead to a possible HLF bid for the restoration of the House and Stable Block as well as a long term strategy for the park

The documentation will also be used:

- In support of any application for statutory consent for development
- In support of any applications for funding to heritage organisations and charitable trusts

The brief has been prepared by Enfield Council on 21st August 2014

2 Overview of the project

- 2.1 The Council is looking to appoint a consultant to prepare a comprehensive and holistic Conservation Management Plan for the Broomfield House, Stable Block

and Park and an Options Appraisal for and focussing on, the House. A summary of the scope of each document is as follows:

- 2.2 The Conservation Management Plan. – The purpose of the CMP is to provide a comprehensive and holistic assessment of the significance of the House, Stables and Park and to provide information on the relative value or significance of the component parts of the heritage assets. It will set out a long term maintenance and management strategy for the Park, alongside identifying maintenance and management costs. It will also set out a short term maintenance and management strategy for the House and Stable Block.
- 2.3 The Options Appraisal. – The Options Appraisal will develop and present alternative viable future uses for Broomfield House. The Options Appraisal should focus on options for the future use of the house and its existing fabric. It is important to consider a whole range of options and to present alternative viable future uses.
- 2.4 It is important that the Conservation Management Plan and Options Appraisal are carried out sequentially and that the Conservation Management Plan is completed before starting on the Options Appraisal.

3 Description of the project

The project will involve the following work:

- 3.1 **Conservation Management Plan**
- 3.2 An up to date assessment of the significance of the historic asset (House, Stable Block and Park). It is important to consider the House, Stable Block and Park together as they are intrinsically linked in terms of their history, values, ownership and management. The purpose of the assessment is to provide information on the relative value or significance of the component parts of the heritage assets. This significance based approach is outlined in the English Heritage publication 'Conservation Principles' and supported by the National Planning Policy Framework in order to ensure that the historic environment is protected and enhanced as part of sustainable development.
- 3.3 The Conservation Management Plan is to produce a clear understanding of the significance, value and needs of the diverse features making up the Broomfield House and estate, thereby enabling effective strategic planning and management to ensure its preservation and sustainability into the future. The Conservation Management Plan will be used to set out a long term maintenance and management strategy for the Park and alongside identifying maintenance and management costs. It will also be used to set out a short term maintenance and management strategy for the House and Stable Block whilst the Options

Appraisal is pursued and to guide the management of the buildings during and after any physical works to convert it to a new use.

3.4 What the plan should cover

- 3.5 The plan should cover the built heritage, landscape / urban park, habitats / species.

A map of the site is attached as *Appendix 2* to this brief.

3.6 Contents of the plan

- 3.7 The contents of the final written Conservation Management Plan should be based on English Heritage publication 'Conservation Principles, Policies and Guidance' and follow the HLF publication 'Conservation Plan Guidance'.

3.8 Step 1 – Understanding the heritage.

- 3.9 The site consists of Broomfield House, Stable Block and Park. The House and Stable Block are Grade II* listed. The park is on English Heritage's register of Historic Parks and Gardens at Grade II. The park is owned and managed by LB Enfield. Broomfield House and Stable Block are on the English Heritage National Heritage at Risk Register and are also owned by LB Enfield. The park and gardens are the former grounds of Broomfield House. The south-east boundary is marked by C16 to C18 brick walls (listed Grade II). Entries on the statutory list, Parks and Gardens register and Heritage at Risk register are included at *Appendix 3*.

- 3.10 The asset is part of the heritage because it has been officially protected (in whole or in part) as:

- a registered park or garden;
- listed buildings;
- Metropolitan Open Land (The Park is designated as Metropolitan Open Land. The House is excluded from this designation.

The asset is also important for:

- The local community
- A broad range of park users
- Broomfield House Trust
- Friends of Broomfield Park

3.11 The consultant should take account of and build upon the following substantial documentation that has already been prepared:

- Broomfield House; Options for the Future. Paul Drury Partnership 2009
- Broomfield House; The Significance of the House and Park. Paul Drury Partnership 2009 (& draft update of 2014).
- Broomfield House and Stable Block; Feasibility Study Stage A Report Final. Shephard Epstein Hunter 2012
- HLF bid 2012, submitted by LBE and prepared in association with the Broomfield House trust and Friends
- Broomfield Park. The restoration of an historic park. Volume I. Survey and Analysis. Prepared by Parklands Consortium for LB Enfield 1997.
- Structural Appraisal Report for Broomfield House, Conisbee Consulting Structural Engineers, 20 July 2014 (Draft)
- Enfield's Biodiversity Action Plan adopted 2011
-
- Report by Stewart and Paine on the condition of the Lanscroon Mural 2014.

3.12 The consultant is expected to understand the heritage and how it has developed over time. They will be expected to cover each of the different types of heritage on the site. In particular, they will need to bring together or undertake where it does not exist the following work in order to understand the site:

- Historical research into primary sources;
- Field survey and investigation
- Prepare a series of phase plans showing the development of the site;
- Prepare a gazetteer identifying individual elements of the site, their significance and management issues
- Condition survey of the landscape
- A high level condition survey / review of the Stable Block
- Tree Survey and a hard and soft landscape audit
- Consult the following individuals; Enfield Council Departments (Planning and Regeneration, Strategic Planning and Design, Parks), English Heritage, Friends of Broomfield Park, Broomfield House Trust, Enfield Conservation Advisory Group

4 Management information

4.1 The consultant will need to be familiar with the site's management background to describe how it operates today. This information will also be used later in the plan to develop policies that are consistent with local, regional or national strategies, or with relevant legislation or standards. They should collect copies of relevant

documents and summarise the main points. The information to be collected will include:

- Protection, conservation or registration documents (local, regional, national or international);
- condition survey
- information about who uses the site today – how and why;
- a conservation history – any previous reports on repairs, conservation, restoration, development or other action;
- current management requirements or standards that need to be met (health and safety, disability access and environmental health);
- relevant planning policy documents, such as statutory plans or other strategic plans;
- current management policies adopted by the organisation, including training, access or education policies, health and safety policies and so on;
- copies of any leases or management agreements for the asset; any other local, regional or national strategies that are relevant to the asset, such as regeneration strategies;
- Field survey, gazetteer and inventory

- 4.2 We will ask the consultant to prepare a detailed field survey/gazetteer/ for the asset, which combines information about all the different types of heritage into one single inventory or survey. This will involve fieldwork to identify the main elements, features or areas, and will use the background research. The entry for each element should include:

- the history (from oral or documentary sources);
- a description of what survives;
- significance;
- any designation;
- management issues, including the condition; and
- sources (note any relevant reports or information).

Each element should be numbered, and if possible photographed and related to a base map. The gazetteer should be set out as a database.

The consultant should use the background research/surveys detailed in Step 1.

5 Step 2 – Assessing Significance

- 5.1 The consultant should prepare a statement of significance for the asset as a whole, (House, Stable Block and Park), setting out how the asset is significant and to whom. They should also provide more detailed information about the significance of different parts of the asset which helps day-to-day management and inform the Options Appraisal for the house. They should explain very clearly

how and on what basis the assessment of significance has been prepared, and who has been involved or consulted in preparing it. The document should follow the guidance on working out the significance of the site in English Heritage Conservation Principles, including grading the significance of the site (e.g. areas that are of high, medium or low significance).

6 Step 3 – Risks and opportunities

- 6.1 The consultant should set out a clear statement of how and why the significance of the site (House, Stable Block and Park) is vulnerable, and what other issues affect its long-term future. They should identify any conflicts between different values for the site. There is guidance on working out the significance of the site in English Heritage's 'Conservation Principles, Policies and Guidance' and the main headings are set out in the list of contents. The consultant should identify opportunities for enhancing the significance of the site.

7 Step 4 – Conservation management aims

- 7.1 The consultant will work with the Council to produce a set of management policies for the site (House, Stable Block and Park) in line with Conservation Plans and the list of contents. These policies will be specific to the needs of the heritage asset and the people who value it. They will be based on an understanding of the asset, how it is valued and current management issues. The Conservation Management Plan will be used to set out a long term strategy for the park, alongside identifying maintenance and management costs. It will be also used to set out a short term management strategy for the House and Stable Block whilst the Options Appraisal is pursued and to guide the management of the buildings during and after any physical works to convert them to a new use.

8 Step 5 – Costed action plan

- 8.1 The consultant will prepare a 10-year costed action plan for management and maintenance of the House, Stable Block and Park in line with the policies in the conservation management plan. The Management Plan for the Park should include recommendations for restoration work with outline figures. As well as recommendations for restoration works in the park, the costed action plan should include recommendations for regular maintenance and management. The management/maintenance recommendations for the House and Stable Block should include:

- arrangements for inspecting the place or asset every year;
- recommendations for regular maintenance and management.
- a detailed list of items to be inspected and maintained, including immediate, yearly and longer-term actions;

- the timing of work;
- the costs and resources needed for management and maintenance;
- who will be responsible for the work; and arrangements for keeping an ongoing record of management and maintenance.
- security

9 Options Appraisal

9.1 The Options Appraisal is to be developed after the completed Conservation Management Plan and informed by its recommendations.

9.2 The project will involve the following work:

The Options Appraisal should focus on options for the future use of the House and its existing fabric. It is important to consider a full range of options. The Options Appraisal needs to consider and table alternative viable future uses for the House. Only if these options are considered unviable should additions or enabling development be considered. The Options Appraisal will consider the completed Condition Survey (including costs, repair schedule and Conservation Management Plan) to provide a detailed list of possible uses and outcomes for Broomfield House, Stable Block and Park.

9.3 The Options Appraisal will consider the impact on significance alongside the other operational and planning issues surrounding possible development. All proposals will be adherent with National Planning Policy Framework in order to ensure that the historic environment is protected and enhanced as part of sustainable development and informed using the significance based approach outlined in English Heritage publication 'Conservation Principles, Policies and Guidance'. The Options Appraisal Report will require the full engagement of the local community, local interest and amenity groups and Enfield Borough Council.

9.4 The report will consist of;

A summary of the assets and their significance with reference to the completed Conservation Management Plan

- A description of the current provision and the key issues concerning this.
A summary of the options available, followed by a statement of the criteria to be used to assess them (such as:

- Impact on the identified significance of the asset
- The degree if intervention or adaptation required
- Acceptability on terms of planning policy

- capacity and interest from potential delivery partners – contacting and establishing links,
- ability to generate capital – assessment of funding availability,
- ability to generate revenue – an outline business plan

scope for adaptation of the building – against the Assessment of Significance / CMP Analysis of different approaches to achieve the project outcomes (long list of options). An analysis of each option in turn including property market research and market valuations as necessary including the 'do nothing' option and the provision of funding. This section should look at existing maintenance budgets; Sources of grant funding, including approaches or applications to grant bodies, and sources of private or commercial funding. This could include a number of options, such as S106 moneys from development or introduction of further revenue generating activities within the park. Should options be considered unviable, then exploration of options for the provision of any enabling development in Broomfield Park to be tabled. This section should set out what the overarching benefits and issues relating to development within the park are and how they could relate to the project outcomes for the park. This section should consider options with the covenant, with a modified covenant and without the covenant. Exploration of shortlisted options. After consultation with key partners, including EH, in regards to the shortlisted options, a more in depth analysis of the 'strengths, weaknesses, opportunities and threats' of each option should be undertaken, resulting in a 'preferred option' This section should look at the wider implications of the development proposals in terms of planning policies, mitigation requirements and wider public benefits - particularly in relation to the registered parkland.

- Scoping out the proposed costs of delivering the preferred option
- Recommendations

9.5 What the Options Appraisal should cover

9.6 The Options Appraisal should cover and focus upon the House only. A map of the site is attached as *Appendix 2* to this brief.

10 Stakeholder Liaison and public consultation.

10.1 We will ask the consultant to involve stakeholders, and manage a programme of involvement and liaison for the Conservation Management Plan and wider public consultation to inform the Options Appraisal, particularly the exploration of shortlisted options.

The following people will need to be involved in preparing the plan:

- People directly involved in caring for the asset Enfield Council Parks Staff,
- Friends of Broomfield Park, Broomfield House Trust
- Users;
- Wider-interest groups (Enfield CAG, The Enfield Society)
- Statutory organisations (London Borough of Enfield Development Management, English Heritage)
- The wider park users and community in Palmers Green and the L B Enfield generally

10.2 We will ask the consultant to provide a statement of how they will manage partnership and consultation, including:

- conservation statement workshops;
- further workshops or events;
- exhibitions and open meetings;
- consultations on written drafts;
- interviews;

11 Timing

11.1 Draft Conservation Management Plan to be completed 6 months from appointment.

11.2 Once the Conservation Management Plan has been approved then Options Appraisal work can take place sequentially. It is important that the CMP is completed before starting the Options Appraisal.

11.3 Draft Options Appraisal report to be completed 12 months from appointment

11.4 The consultant should consider and provide an analysis of the elements on the critical path and provide an efficient and effective programme and timeline for delivery of the project.

12 Project management and monitoring

12.1 The client for the work is London Borough of Enfield

12.2 The Project will be steered by the Broomfield House Partnership Board. The terms of reference and membership of the Partnership Board are attached as Appendix 4. The consultant would be required to report to the Partnership Board against the project milestones identified below.

12.3 The project will be managed by Christine White, Principal Heritage Officer, Planning and Regeneration, Strategic Planning and Design, LB Enfield, assisted

by Samuel Abelman, Heritage Officer Planning and Regeneration, Strategic Planning and Design, LB Enfield, .

- 12.4 The specialist will also work with the officers from the Regeneration and Environment Department of Enfield Council and representatives of Broomfield House and Park interest groups.
- 12.5 The day-to-day contact for the project will be Samuel Abelman, Heritage Officer, Planning and Regeneration, Strategic Planning and Design, LB Enfield.
- 12.6 The park is accessible. The Heritage Officer can arrange access to Broomfield House and Stable Block and the secure off-site storage in which salvaged joinery and the remains of the Lanscroun Mural and other items are kept. These items are important in understanding the significance of the House.
- 12.7 The Broomfield House Partnership Board will be formally consulted at the following project milestones. Timelines given are indicative and refer to time from the date of receipt of the letter of intent to appoint:
 - a) An Inception meeting after the consultant has been appointed, to agree the work programme and dates for review points; (+1 month)
 - b) When the initial conservation statement/statement of significance and the gazetteer and text on understanding the site have been produced; (+ 3 months)
 - c) When the first full draft of the plan has been completed;(+6 months)
 - d) An Options Appraisal inception meeting to agree work programme and dates for review points (+6 months)
 - e) When draft Options Appraisal report has been produced (+9 months)
 - f) After the first full draft of Options Appraisal report has been completed (+12 months)
 - g) And informally at other times as appropriate.
- 12.8 Payments will be made at the following stages/performance standards/dates
 - 25% of value of commission upon approval of the first draft of the Conservation Management Plan by the Project Manager; and
 - 25% at the satisfactory completion of the Conservation Management Plan once approved by the Broomfield House Partnership Board
 - 25% of value of commission upon approval of first draft of the Options Appraisal by the Project Manager
 - 25% at the satisfactory completion of the Options Appraisal once approved by the Broomfield House Partnership Board.

13 Responsibilities

- 13.1 The consultant will be responsible for the programme of involvement and consultation.

- 13.2 The project manager will be responsible for facilitating that the organisation adopts the plan, and that staff go to meetings.

14 Skills

- 14.1 The project team should be headed by a lead consultant with expertise in historic environment management and project management.

- 14.2 The lead consultant will also need team members with expertise in/access to expertise in:

- Planning conservation management
- historical research;
- architectural, garden or landscape history;
- the archaeology of landscapes, building and buried remains;
- historic buildings architecture
- historic buildings surveying / engineering;
- Landscape architecture
- Conserving ecology and wildlife.
- Hydrology
- managing land or estates;
- valuation and quantity surveying
- public liaison

- 14.3 The successful team will also need to demonstrate the following:

- Ability to adapt communication skills to varying situations
- Experience of dealing with the public, experience of dealing with conflict situations
- Leading public meetings
- Writing in plain English.

15 Publication

- 15.1 The consultant will make arrangements for the final publication of documentation as two separate documents in a sequential manner, with the CMP being published on completion and prior to the commencement of the Options Appraisal. The documentation will provide:

- camera-ready text;
- five copies of the main text and five copies of the appendices; and
- text that is suitable for loading onto a website.

- 15.2 The hard copy will be an A4 or A3 document with photographs and illustrations set within the text. Reduced copies of maps and plans should be provided in the text. Full-size copies of maps, plans or drawings should be provided on a stable

medium (a material that will last for a long time). The gazetteer or inventory and other supporting information should be provided in bound appendices.

15.3 Copies of the final plans should be provided for all of the partners who were involved in preparing it, including:

- the site manager and all relevant staff;
- interest groups;
- the local record office;
- Sites and Monuments Record;
- the local planning authority;
- statutory agencies;
- other relevant funding organisations;

16 Copyright and confidentiality

16.1 The Council owns the copyright for the plan. The lead consultant should clear the copyright for any illustrations or other material used.

17 Archiving

17.1 New material that was collected while the plan was being prepared will be passed to the local history office.

18 Information needed from consultant

18.1 The consultant should provide a project design in response to this brief, setting out how the plan will be approached, the method of working, and any matters not covered by the brief. The project design should include:

- how the consultants will respond to the brief, including a method statement which explains;
- how the partnership process will be managed;
- the strategy for consultation and involvement;
- the strategy for background research; and
- the strategy for fieldwork and surveys;
- an explanation of how any extra work will be carried out and delivered;
- the range of professional skills which people involved in the project will need, including the names and CVs of proposed team members and their specific responsibilities and any arrangements for subcontracting parts of the work;
- a resource plan showing the breakdown of chargeable hours between individuals and project stages;
- a timetable for the project, including milestones and dates, which takes account of the time needed to involve and consult people on drafts;
- a separate cost for designing, printing and distributing the final document;
- the extent of professional insurance or indemnity cover.

18.2 The consultant should provide at least two examples of previous plans or similar documents.

18.3 A sum of £85,000 has been identified for the preparation of the Conservation Management Plan. Tenderers should identify what work can be done within this budget.

19 Tendering process

19.1 Tenders should be sent to Enfield Council Corporate Procurement Team by **31st October 2014**

19.2 Tender interviews will be held in **November 2014**.

19.3 Successful tenderers will be selected on the basis of

- Relevant skills and experience;
- Understanding of the brief;
- Quality of method statement and approach;
- Price (see above). Quality and price, weighted at 80% and 20% respectively.

20 Attachments to the brief

Appendix 1: copy of covenant

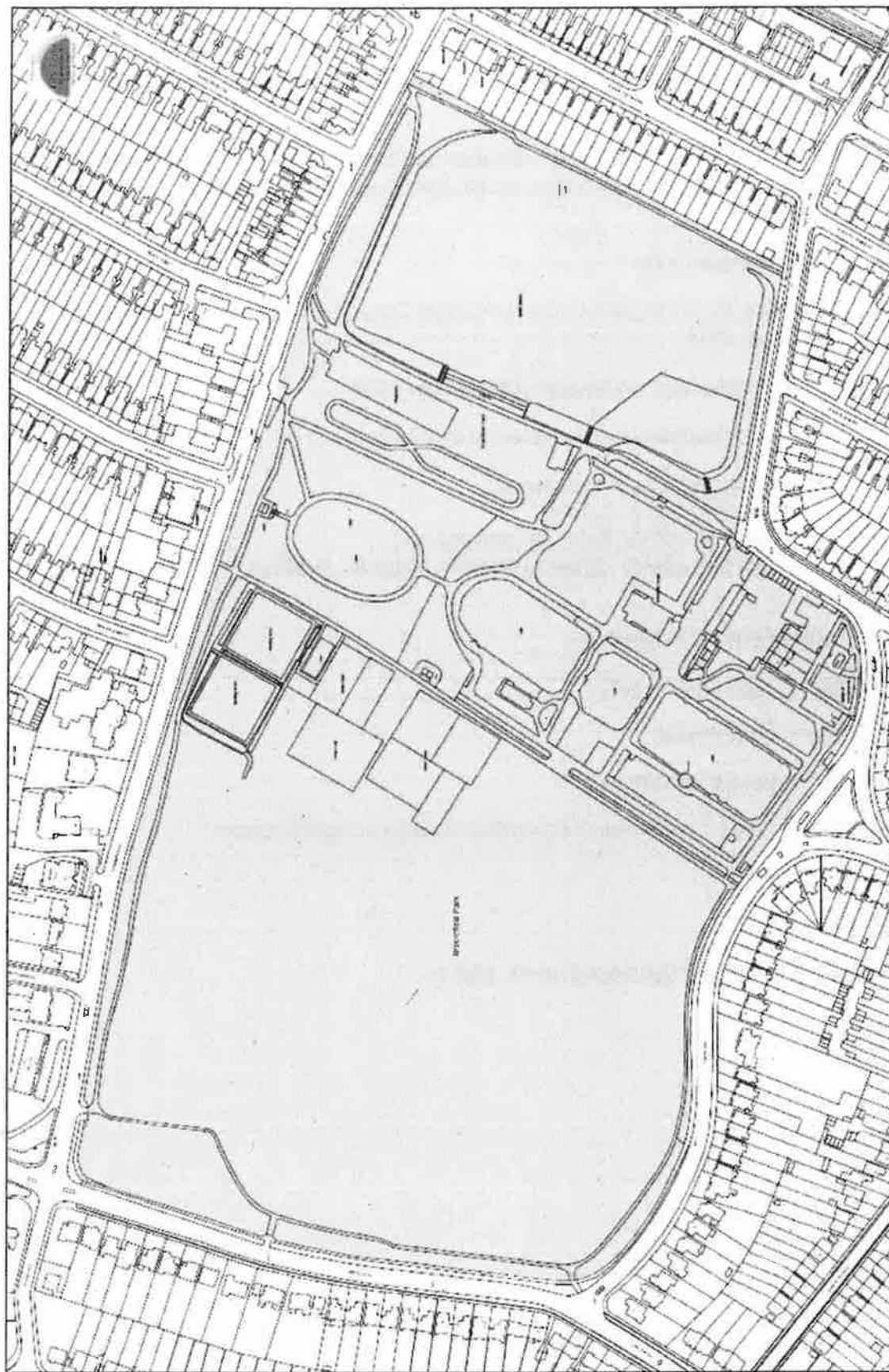
Appendix 2: location plan

Appendix 3: list and register entries

Appendix 4: terms of reference of Broomfield House Partnership Board

SA 15.07.2014

CEW 24.7.14, 4.8.14, 15.8.14 & 21.8.14, 16.9.14



Scale - 1:2000
 Date - 23 May 2014
 Eng No - 5550105

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BROOMFIELD PARK

1. Mission Statement of Broomfield House Partnership Board

- 1.1 The remit of the Broomfield House Partnership Board (BHPB) is to identify and deliver restoration of Broomfield House, Stable Block and Park to provide maximum general public access whilst ensuring the building has a viable use for the future.
- 1.2 Broomfield House, Park and Gardens: The BHPB is to be formed to oversee the development of a Heritage Enterprise Partnership (HEP) application centred on Broomfield House, a Grade II* listed 16th-century manor house in Broomfield Park, Palmers Green.
- 1.3 A broad programme of works is being undertaken to support future management of the house. This includes the commissioning of a Conservation Management Plan, Options Appraisal and developing an associated project plan and timetable to deliver an HLF/HEP application. Necessary actions are also required with regard to the covenant which would enable an HLF/HEP scheme to operate from Broomfield House.
- 1.4 Partnership Board Members to oversee the project planning, ensuring a range of community consultations are undertaken and views are reflected in the submitted documents.
- 1.4 A first round funding application is being submitted to the Heritage Lottery Fund (HLF) by January 2017. If successful, then a second stage application will be developed by the Partnership Board. The Partnership Board will be wound up if the funding bid is not successful

1.5 Membership of BHPB

Chairperson – Cllr Bambos Charalambous

Vice Chairperson – Cllr Claire Stewart

- a) Broomfield House Trust – 2 members
- b) Friends of Broomfield Park – 1 member
- c) Conservation Advisory Group – 1 member
- d) The Federation of Enfield Residents' & Allied Associations (FERAA) – 1 member
- e) Broomfield Home-Owners' & Residents' Association (BHORA) – 1 member
- f) English Heritage – 1 member
- g) Enterprise Enfield Enterprise Agency
- h) North London Chamber of Commerce (NLCC)
- i) Love Your Door Step (LYDS)
- j) London Borough of Enfield Officers, or their nominated substitutes:-
 - Project Director – Paul Walker
 - Project Co-ordinator – Christine White
 - Meeting secretary – Sam Abelman
 - Information Coordinator – (Andrew Golder to nominate)
 - Advisory members as required by the Broomfield House Partnership Board

2. Terms of Reference

- a) To make recommendations to the Council in pursuit of an application to the Heritage Lottery Fund / Heritage Enterprise Programme to finance the restoration of Broomfield House, Stable Block and Broomfield Park together with continuing community use of the house.
- b) To agree a project timetable and monitor progress to ensure completion within an agreed time.
- c) To review the Conservation Management Plan and Options Appraisal.
- d) To allocate tasks and responsibilities for the delivery of different aspects of the project, including addressing the covenant.
- e) To consider appropriate channels of communications, including the local press and online media, throughout the work-span of the BHPB.
- f) The Project Board to meet monthly initially until January 2017 until the Stage 1 HLF bid is submitted.
- g) Attendance at meetings. The expectation is that Partnership Board members attend meetings on a regular basis. If this is not possible Partnership Board members to identify a substitute from the group they represent.
- h) The board shall be non voting.
- i) The recommendations of the Board shall be made to the Cabinet Member for approval under the Council's Corporate Governance arrangements.
- j) Members of the Board shall agree to keep confidential and not copy, distribute or otherwise disseminate any documentation provided to the Board without the consent of the full Board.
- k) The Board shall meet at six week intervals, unless otherwise agreed by the Board members.

MUNICIPAL YEAR 2014/2015 REPORT NO.

**ACTION TO BE TAKEN UNDER
DELEGATED AUTHORITY**

PORTFOLIO DECISION OF:
Cabinet Member for Environment
& Community Safety

REPORT OF:
Director – Regeneration &
Environment

Agenda – Part: 1

KD Num: N/A

Subject:
**Amendment to Waste and Recycling Fees
and Charges**

Wards: All

Contact officer and telephone number: Stephen Walters, 020 8379 1790

E mail: Stephen.walters@enfield.gov.uk

1. EXECUTIVE SUMMARY

- 1.1 Following a review of service related costs and benchmarking against other councils it had been identified that a number of charges for waste and recycling service provisions need to be revised.
- 1.2 Service provisions covered in this report include: The introduction of charging for the provision of changing bin size, replacement of lost bins and the provision of bins to new domestic developments. Also the revision of bulky waste collection charges to charge on a per item basis.

2. RECOMMENDATIONS

- 2.1 To charge for all domestic wheeled bin replacements including non-essential swaps and lost or stolen bins as set out in Appendix B of this report,
- 2.2 To charge for provision of domestic wheeled bins to new properties and developments as set out in Appendix B of this report,
- 2.3 To charge per item for bulky waste collections up to a maximum of six items as detailed in section 4.4.1 of this report.
- 2.4 To introduce the above charges on 1 December 2014.

3. BACKGROUND

3.1 Provision of replacement and new provision of bins

- 3.1.1 Currently, residents using the wheeled bin service are able to request a change of bin size on an unrestricted basis for both the recycling (blue lidded) and garden & food waste (green lidded) bins. The roll out was completed in November 2012, so there has been over 18 months for the service to bed in and residents to ensure that they have appropriate bins for their needs.
- 3.1.2 Free exchanges are also undertaken for bins that have been reported stolen, lost or damaged or for residents wanting to request a larger refuse bin based on the criteria.
- 3.1.3 New provision of bins to newly built domestic developments are also currently provided at no charge.
- 3.1.4 The cost of bin exchanges is currently £128,000 per year and is expected to increase significantly in future as the wheeled bin stock in circulation ages.
- 3.1.5 There is already precedent for Councils to charge for replacement bins:
- The London Borough of Sutton charge residents £29 for replacement of refuse bins - the only exception is if they have been damaged by the collection crew/ vehicle.
 - London Borough of Barnet charge £52 for replacement Garden waste and refuse bins.
 - Hart District Council in Hampshire also charge for all bins without exception with an average cost of just over £40 per bin, though offer the delivery of smaller 140 litre recycling bins for free.

3.2 Provision of Bulky Waste Collection service

- 3.2.1 Bulky waste collection charges are currently charged on a flat fee for a maximum of 6 items. There is a charge of £28 for the first request in a 12 month period and a charge of £52 for any further request within this period. A list of items covered within the bulky waste collection service is provided in Appendix A.

4. Proposed Charges and Policy

- 4.1 Proposed new Fees and Charges are set out in Appendix B. A summary of the charges and policy details are set out below.

4.2 New bins and bin replacements

4.2.1 A summary of the proposed charges for new bin provision and bin replacement are provided in table 1 below:

Table 1: Summary of proposed charges for new bins and bin replacements

Service	Number of bins	Price per bin £
New bin/ replacement	1 bin	£51
Price for each additional bin	Maximum of 2	£25
Cancellation fee for less than 3 working days notice	n/a	£15

4.2.2 This will cover all domestic bin types including refuse, recycling and garden & food waste wheeled bins without exception and will include:

- Where residents wish to change the size of any of their bins including larger refuse bins for larger families (with 5 or more in the household or 2 or more children in nappies).
- Where bins have been stolen or vandalised.

4.3 Provision of Bins for new developments

4.3.1 Where new properties and developments are completed and new domestic bins are required the developer and/or the new occupier will be charged for their provision.

4.3.2 From a planning perspective, developers / applicants are required to demonstrate adequate provision has been made for the collection and disposal of recycling waste. Normally, this is in the form of plans illustrating the size and location of any refuse storage area or the siting of wheelie bins.

4.3.3 From a planning perspective, there is no reason why a charge cannot be applied to the provision of the actual waste receptacle. Subject to approval a reference to the charge will be included in the pre application advice while also including a "directive" containing details of the charge and how to go about obtaining the waste bins. This would be issued alongside any planning permission for new residential development.

4.4 Bulky waste collection service

- 4.4.1 A summary of the proposed charges for the Bulky waste Collection service is provided in table 2 below:

Table 2: Summary of proposed charges for Bulky Waste Collection

Number of Items	Charge £
1 item	36.00
2 items	40.00
3 items	44.00
4 items	48.00
5 items	52.00
6 items	56.00

- 4.4.2 There will also be a cancellation charge of £15 for less than 3 working days notice. No refund will be provided where less than 1 working days notice of cancellation has been provided.
- 4.5 The above charges will come into effect from the 1st December 2014 for any bookings or requests from that date. This lead in time will give residents advance notice of these changes.

5. ALTERNATIVE OPTIONS CONSIDERED

- 5.1 To define a range of circumstances where replacement bins would be provided against a range of agreed criteria.
- 5.2 To continue with the current approach, which will put an increasing financial pressure on the service.

6. REASONS FOR RECOMMENDATIONS

- 6.1 It is estimated that the proposal for new bin deliveries and replacements will have an operational saving of around £40,000 per year.
- 6.2 Through controlling the number of requests for bin replacements and exchanges this in turn will help to reduce the overall number of bins that have to be scrapped due them being unable to be returned back into service.
- 6.3 Will ensure that developers cover the costs for the provision of bins to their properties.

- 6.4 The charging for bins that have gone missing should encourage the more secure storage of bins, with them being set out for collection and taken in after collection more promptly. This should also help to have a positive impact on the street scene.
- 6.5 The bulky waste service has been priced at full cost recovery to reflect the true costs of each item. At present any requests with more than 3 items collected as part of a residents first collection of the year, is costing the council more money to collect and dispose of than we are receiving in income

7. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES, AND OTHER DEPARTMENTS

7.1 Financial Implications

- 7.1.1 The £128k is the current cost of providing bin swaps and includes, operational costs, overheads, storage costs, bin refurbishment and replacement and admin costs. The impact of implementing the charge which has been assumed will reduce demand and therefore costs, whilst generating an income from the remaining demand but still result in a saving has been estimated.
- 7.1.2 The proposals will not entirely remove all of these costs as the vehicle will remain in service and will continue to accrue some running costs. There will also be some remaining level of overheads, storage, etc. The actual costs of the new service are related to activity levels and so cannot be accurately determined until the new proposals are fully implemented and so a saving of £40,000 is offered initially.
- 7.1.3 The proposed price is made up as follows:

New/ replacement bin	
Operational costs	£23
Operational overheads	£2
Storage costs	£1
New bin cost	£24
Waste admin costs	£1
Total cost of swap per bin	£51

With an additional £25 for each of the additional two bins, this covers storage and supply of a new bin.

- 7.1.4 The proposed charges for bin swaps and bulky waste have both been set to recover full cost based on estimated activity. Actual activity will need to be monitored and compared to estimated activity to ensure cost recovery is being achieved.

- 7.1.5 The impacts of the proposals will be monitored over the first six months following implementation and any additional savings accrued will be offered up. If the expected level of savings are not achieved the shortfall will be managed as a pressure within the Public Realm budget.

7.2 Legal Implications

- 7.2.1 Section 45 of the Environmental Protection Act 1990 (EPA) imposes a duty on the Council as the Waste Collection Authority ('WCA') to arrange for the collection of household waste in its area including two separate recyclables at no charge to the household. By virtue of s.46 the WCA may by notice require occupiers to place household waste for collection in receptacle(s) of a specific kind. In making these requirements the WCA may determine that the receptacles are to be provided free of charge. Alternatively the WCA may propose that the receptacles, if the occupier agrees, be provided on payment by the occupier of such a single payment or such periodical payments as he agrees with the WCA.

- 7.2.2 The occupier has a period of 21 days in which to appeal the requirement from the date of that notice. Once proper notice has been given to the occupier and the notice period of 21 days has expired without appeal the placing of household waste outside these receptacles without reasonable excuse constitutes an offence.

- 7.2.3 S.46 EPA provides the Council with a specific power to make a charge for the provision of receptacles subject to notice. However the general powers to charge for services (in this case the provision of receptacles) in section 93, Local Government Act 2003 and section 3, Localism Act 2011 are subject to a duty to ensure that, taking one financial year with another, the income from charges does not exceed the costs of provision and can only be levied where the person being charged agrees.

- 7.2.4 The fee sought as set out in the report must not therefore exceed the cost of the delivery of the wheeled bin and the administrative costs associated with the swap and must be subject to the requisite notice having been served and not appealed.

7.3 Property Implications

None.

8. KEY RISKS

8.1 Charging for new provision and replacement bins

- 8.1.1 If the report is not approved, the bin swap service will place financial pressure on the service as costs continue to increase as the bins in circulation continue to increase in age.
- 8.1.2 Where a resident refuses to purchase a bin(s) this may lead to items being placed out in sacks which may impact on street scene. Charging for bins also gives residents the right to appeal against a section 46 notice, and also means that the council is no longer able to stipulate that bins must be provided by us. This will be mitigated as much as possible through close working between the Council's Waste, Cleansing and Enforcement teams.
- 8.1.3 Residents may purchase their own bins. If the bins meet the Council standard then this will not cause any operational difficulties. The required specification will be available on the Council's web site to facilitate this. Where bins do not meet the required standard this may cause operational or health and safety difficulties or the bins may be larger than accepted sizes. In these cases collection crews will identify and report the problem and residents will be contacted to inform them that the bins will not be collected. ECU can enforce if required to ensure the street scene is not affected.

8.2 Bulky Waste Collections

There may be concerns that increasing charges for bulky waste collections may lead to increased fly tipping incidents. When the free bulky waste collection service was reduced to one per year in November 2010 and to none in April 2011 there was no recorded increase in fly tipping reports during this period.

9. IMPACT ON COUNCIL PRIORITIES

9.1 Fairness for All

The charging of bin deliveries and itemising of bulky waste will ensure that we can provide a consistent policy to residents across the council. This will be by ensuring a fair usage policy is applied to all residents.

9.2 Growth and Sustainability

Reducing the cost of bin deliveries will help Enfield Council provide a cost effective waste collection service. The savings will help contribute towards the cost of the service.

9.3 Strong Communities

The changes outlined in this report will ensure that both the ability to provide effective, prompt provision of bin deliveries and bulky waste collection will remain sustainable to all communities within Enfield.

10. EQUALITY IMPACT IMPLICATIONS

An EQIA Assessment has been undertaken and it has identified that the changes recommended in this report to the Charging Policy for the Wheeled Bin Exchanges, will not have any impact on the way that individuals access the service. The EQIA Action plan will be published and reviewed again in 6 months.

11. PERFORMANCE MANAGEMENT IMPLICATIONS

None.

12. PUBLIC HEALTH IMPLICATIONS

The only possible foreseen Public Health issues are any uncollected refuse, recycling or bulky waste resulting from residents who may not be prepared to pay for a bin exchange or bulky waste collection and take their refuse/ recycling to Barrowell Green. The waste team will work closely with colleagues in the Enforcement and Street Cleansing teams to minimise the impact of this. The provision of concessionary rates will also help to make the service more affordable for those residents who may otherwise struggle to pay for them.

Background Papers

None.

Appendix A

Bulky waste collections

- Beds (bed base, mattress and headboard are counted as one item.)
- Bathroom furniture (plastic/ceramic only)
- Bicycles (these can also be taken to Barrowell Green for recycling)
- Carpets and rugs (put them in bags for collection)
- Chairs
- Large children's toys
- Doors
- Dustbins (Metal or plastic)
- Mirrors
- Plastic water tanks
- Rotary washing lines
- Satellite dishes
- Storage heaters (without bricks)
- Tables
- Three-piece suite (will be counted as three items)
- Wardrobes
- Up to 15 Black rubbish bags (3 black bags will be counted as 1 item)

Appendix B

Section Reference	Description of Fees & Charges	Service is VATABLE	LONDON BOROUGH OF ENFIELD					
			ENVIRONMENT DEPARTMENT			ENVIRONMENT DEPARTMENT		
			AGREED CHARGES 2014/15			PROPOSED CHARGES		
			Basic	VAT@ 20%	Total	Basic	VAT@ 20%	Total
			£	£	£	£	£	£
38	DOMESTIC COLLECTIONS							
	N.B. Domestic Bin Hire/Collection is Non Business - i.e. no VAT to be charged							
	Special Bulky Waste Collections							
	1st Bulky waste collection up to six items (or 15 Sacks)		28.00	0.00	28.00	To cease	0.00	To cease
	2nd collection in 12 months of up to six items		52.00	0.00	52.00	To cease	0.00	To cease
	1 Bulky waste item		n/a	0.00	n/a	36.00	0.00	36.00
	2 bulky waste items		n/a	0.00	n/a	40.00	0.00	40.00
	3 bulky waste items		n/a	0.00	n/a	44.00	0.00	44.00
	4 bulky waste items		n/a	0.00	n/a	48.00	0.00	48.00
	5 bulky waste items		n/a	0.00	n/a	52.00	0.00	52.00
	6 bulky waste items		n/a	0.00	n/a	56.00	0.00	56.00
	Cancellation charge for less than 3 working days notice		n/a	0.00	n/a	15.00	0.00	15.00
	Delivery and provision of domestic 140 or 240 Litre wheeled bins							
	Delivery and provision of 1 domestic 140 or 240 litre wheeled bin		n/a	0.00	n/a	51.00	0.00	51.00
	Delivery of each additional 140 or 240 litre wheeled bins (limited to a maximum of two additions per property)		n/a	0.00	n/a	25.00	0.00	25.00
	Cancellation charge for less than 3 working days notice		n/a	0.00	n/a	15.00	0.00	15.00

MUNICIPAL YEAR 2014/2015

PORTFOLIO

DECISION OF: Ahmed Oyken
Cabinet Member for Housing and
Estate Regeneration

REPORT OF: Ray James

The Director of Health, Housing
and Adult Social Care

Agenda – Part: 1	Item:
Subject: Post Tender Report for Hyde Decent Homes External Works Wards: Bush Hill Park, Edmonton Green, Haselbury and Palmers Green	
Cabinet Member consulted: Cabinet Member for Housing and Estate Regeneration, Ahmet Oyken	

Contact officer and telephone number: Martin Keenan - 020 8375 8268

Email: martin.keenan@enfieldhomes.org

1. EXECUTIVE SUMMARY

- 1.1. This report seeks approval to accept the recommended tender for carrying out Decent Homes works to the Hyde Estate and properties in the adjoining areas. This is a Key Decision of the Council and is on the Key Decision List, reference KD3916.

2. RECOMMENDATIONS

- 2.1. That the proposed scheme is to be funded from the Housing Capital Programme.
- 2.2 That approval is given to accept the tender that represents best value to the Council submitted by Contractor (1), in the sum of £2,069,969 excluding fees.
- 2.3 That approval is given for professional fees for providing multi-disciplinary services of £50,714 giving a total scheme cost of £2,120,683 over the two financial years from 2014/15 to 2015/16.

3. BACKGROUND

- 3.1. The scheme is part of Enfield's Decent Homes Programme which is a Government initiative to ensure that all social housing meets set standards of decency by 2015.

- 3.2. The Consultant was appointed through a selective tendering process using the Council's list of Consultants (Exor) to procure works from inception to completion. The fee allocation for the scheme is £41,650.
- 3.3. The scheme was selected after examination of the Council's stock condition survey and selected on the basis of chronological priority, type of work and scheme size respectively. The works include replacement of windows and doors, renewal of flat and pitched roof coverings and brickwork and concrete repairs.
- 3.4. An estimated budget of £1,713,000 has been allocated to this scheme as part of the overall funding allocation for 2014/15. 144 properties were identified as requiring works and prioritised from the stock condition database, of which total, 58 are leaseholders.
- 3.5. Works were tendered and included within them a target cost mechanism supported by the JCT Standard Form of Building Contract with approximate quantities 2011. The lowest tender obtained at £2,069,969 was reached by competitive tender and demonstrates value for money.
- 3.5 The tender specification includes works to properties to be made decent or prevented from becoming non-decent.
- 3.6. Six contractors from the Exor list were invited to tender. Details of the tender figures received and summary analysis of the lowest are set out in Part 2.

4 ALTERNATIVE OPTIONS CONSIDERED

- 4.1 The scheme forms part of the Decent Homes Programme, which is a Government initiative to bring all housing up to a decent standard by 2015 and was assessed as a priority on the stock condition survey and therefore no other alternatives have been considered.

5. REASONS FOR RECOMMENDATIONS

- 5.1 All contractors who tendered for this project have fulfilled the Council's criteria for undertaking this type and value of work.
- 5.2 The recommended contractor has submitted the lowest tender and has been judged capable of complying with the specification.
- 5.3 The recommended works will enable the Decent Homes standard to be achieved, put the blocks into good repair, increase comfort, improve thermal efficiency, improve ventilation performance, improve security and reduce future maintenance costs.

6 COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES DEPARTMENT

6.1 Financial Implications

6.1.1 The scheme is included within the Housing Capital Programme for 2014/15 with an estimated budget allocation of £1,713,000 excluding consultant fees of £41,650, giving an overall total estimate of £1,754,650.

6.1.2 The tender for this project has been obtained in compliance with the Council's Contract Procedure Rules (CPR) and was evaluated on price and quality. Contractor (1) offers best value to the Council at a cost of £2,069,969. The professional fees were allocated at £50,714, giving a total of £2,120,683.

6.1.3 There are 144 properties that will be covered by the proposed works, of which 58 are leaseholders. While not eligible for internal Decent Homes works, they will be charged for works to external components such as windows and roofs, as well as communal areas.

6.1.4 The approvals being sought for works and fees are expected to be committed and spent as follows:

Construction Costs & Fees	2014-15	2015- 16 (Retention)	Total
	£	£	£
Construction Costs	2,018,220	51,749	2,069,969
Multi-disciplinary Consultant fees	45,643	5,071	50,714
Total Scheme Costs	2,063,863	56,820	2,120,683

6.1.4 A retention amount of £56,820 (2.7%) will be paid after 12 months from the contract completion date, following satisfactory remedial work to any defects that may have arisen as a result of the work carried out. This is based on 2.5% on the total construction costs and 10% of consultancy fees. The retention costs will be paid within the financial year 2015/16 as shown in the table above.

6.2 Legal Implications

6.2.1 The Council has the power to make alterations to Council housing in accordance with section 9 of the Housing Act 1985 and may enter into a contract with the provider of the works pursuant to section 1 of the Local Government (Contracts) Act 1997.

6.2.2 The estimated costs of the proposed works are below the Public Contracts Regulations 2006 financial thresholds and therefore the full EU procurement procedures do not apply. However, the Council does need to

be mindful of the EU general principles with regards equality, transparency, proportionality and non-discrimination. The client has confirmed that the tender exercise was carried out in accordance with the Council's Constitution, in particular, the Contract Procedure Rules.

6.2.3 The formation of any resultant legal contracts required in association with this matter must be in a form approved by the Assistant Director of Legal Services.

6.2.4 Leaseholder consultation is required in accordance with the Landlord and Tenant Act 1985, as set out in section 6.4 below.

6.2.5 Engagement of the consultant for the multi-disciplinary services was through competitive tendering using the list of consultants provided by the Corporate Procurement team (EXOR), which is in accordance with the Council's Constitution, in particular Contract Procedure Rules.

6.3 Property Implications

6.3.1 The Council's standard residential lease places the obligation on the Council to undertake repairs to the windows of flats, including replacement of glazing. The lease also requires the Council to undertake repairs to common parts. In addition, the lease permits the Council to make improvements and recover a proportionate cost from the leaseholders.

6.3.2 As long as the Section 20 Notice procedures have been carried out correctly, the Council will be able to recover a proportionate amount of the costs from the leaseholders.

6.3.3 Undertaking the repairs and improvements should help extend the life of the building and reduce annual maintenance costs.

6.4 Leaseholder Implications

6.4.1 The Notices of Intention were served on 05/03/2014. One observation was received and duly replied to within the statutory timescales. No contractor nominations were received

6.4.2 There are 58 leaseholders affected by this contract.

7 RISKS

7.1 Key Risks

7.1.1 The main risks to the scheme are presented in tabular form below together with the corresponding mitigation actions.

• Key: H = High, M = Medium, L = Low

Item	Risk	Impact	Probability	Mitigation	Owner
1	Non Delivery of Project	H	M	Develop project delivery plan, commission consultants and contractor ASAP.	ALL
2	Quality Issues	H	M	Set benchmark, monitor site meetings through Contract Administrator (CA) & Clerk of Works (COW) reports, measure continuous improvements using KPIs.	Project Manager
3	Cost Overrun	M	L	Rigorous Cost Planning, early reporting, comprehensive specification, inclusion of contingencies, tender analysis.	Project Manager
4	Time Overrun	H	M	Manage approvals stage – instil sense of urgency by senior staff. Monitor programme, monthly progress reports & LADs.	Project Manager
5	Extended Consultation	M	M	Establish key milestones and communication strategy at the outset.	Leaseholder Services / Project Manager
6	Additional Works Identified	M	M	Detail and agree scope of works, prioritise core DHS works and use contingency	Project Manager

7.1.2 Some of the work is to the exterior fabric of the blocks, so there is the risk of delay due to adverse weather. This risk will be mitigated by careful management of the project.

8 IMPACT ON COUNCIL PROPERTIES

8.1.1 **Fairness for all:** The Decent Homes programme that will be carried out as part of this project will enhance the quality of the housing stock owned by the Council. All properties will be brought up to a nationally recognised minimum set of standards for facilities and energy efficiency. The external fabric improvement of the flats will have a positive impact on the street scene. The Homes improved with this grant funding will assist in meeting the Council's objectives by providing as many residents as possible, over time, with good quality housing.

8.1.2 **Growth and Sustainability:** New windows as part of the Decent Homes package will help to reduce heat losses, achieve noise reduction and together with the new heating systems provide overall energy savings. The improvements will have a positive impact on the energy performance of the dwellings. Products specified will be sustainable and energy efficient.

8.1.3 **Strong Communities:** The Homes improved and repaired as part of the Decent Homes and Capital Works programmes will assist in meeting the Council's objectives by involving the residents in the decision making

process and help them to play an active role in their local neighbourhoods. Works undertaken to improve lighting, security and design out crime will also enhance the sustainability of the neighbourhoods that we are investing in.

8.2 EQUALITIES IMPACT IMPLICATIONS

- 8.3 Equalities impact assessments have been carried out as part of the procurement packages for all schemes.

8.4 PERFORMANCE MANAGEMENT IMPLICATIONS

- 8.5 The works will see all dwellings made decent and others prevented from becoming non-decent. The installation of double glazing will also improve energy efficiency within the dwellings, by raising Energy Performance Certificate scores

9 HEALTH AND SAFETY IMPLICATIONS

- 9.1 All construction work falls under the Construction (Design & Management) Regulations 2007. A project of this size also qualifies for notification to the Health and Safety Executive and this has been sent to the HSE by the Enfield Homes appointed CDM Coordinator. Health and Safety considerations for this type of project include welfare facilities until the end of the project, various audits, inspections and reviews by both in house and third party professionals. The passage of accurate and specific information is also critical and this will include asbestos survey reports in the form of an asbestos register leading to specific refurbishment surveys, fire risk assessments and any significant design changes.

- 9.2 A substantial amount of planning involving various agencies goes into the pre-construction phase e.g. the taking over of land which is adequate in both size and location for site offices/welfare facilities. Asbestos surveys will be carried out at an early stage in the contract to avoid delay to the building works

10 HUMAN RESOURCES IMPLICATIONS

- 12.1 There are no human resources implications

11 PUBLIC HEALTH IMPLICATIONS

- 11.1 Decent Homes schemes seek to modernise council stock, providing structurally sound, thermally efficient and modern homes. The works will provide warmer more fuel efficient homes through installing modern sealed double glazed windows. The Energy Saving Trust estimate that new windows can save between £95 and £223 per year on fuel costs.

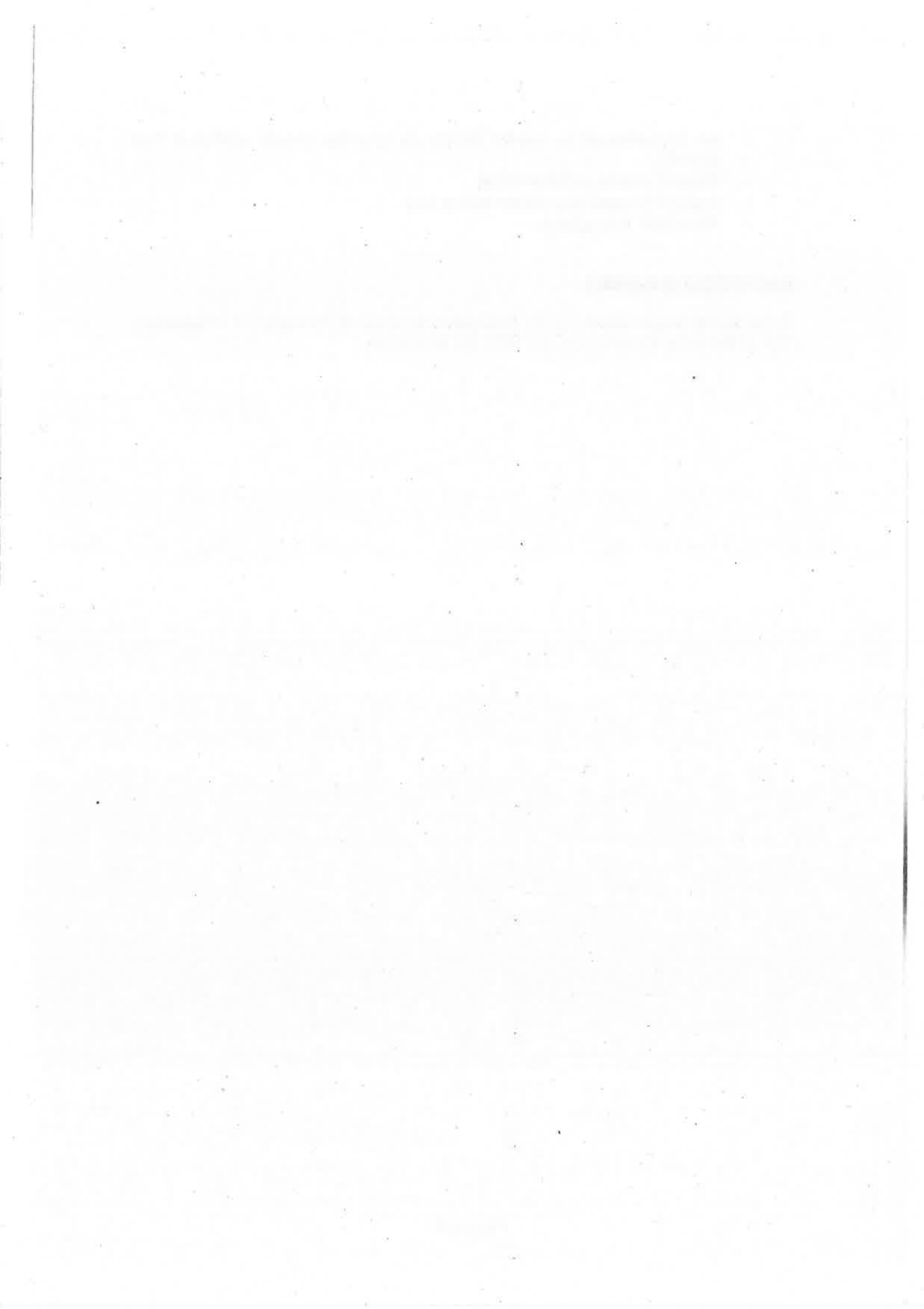
- 11.2 A study by Nottingham City council on the impact of its Decent Homes programme includes some of the benefits, which are:

- An improvement in children's respiratory health

- An improvement in mental health by relieving excess cold and fuel poverty
- Prevent accidents in the home
- Reduce hospital admissions due to falls
- Reduction in burglaries

BACKGROUND PAPERS

Consultant's tender report: not for publication by virtue of Paragraph 3 of Schedule 12A of the Local Government Act 1972 (as amended).



MUNICIPAL YEAR 2014/2015

PORTFOLIO

DECISION OF: Ahmed Oyken
Cabinet Member for Housing and
Estate Regeneration

REPORT OF: Ray James

The Director of Health, Housing
and Adult Social Care

Agenda – Part: 1	Item:
Subject: Post Tender Report for Church Street Decent Homes External Works Wards: Edmonton Green and Haselbury	
Cabinet Member consulted: Cabinet Member for Housing and Estate Regeneration, Ahmet Oyken	

Contact officer and telephone number: Martin Keenan - 020 8375 8268

Email: martin.keenan@enfieldhomes.org

1. EXECUTIVE SUMMARY

- 1.1. This report seeks approval to accept the recommended tender for carrying out Decent Homes works to the Church Street area. This is a Key Decision of the Council and is on the Key Decision List, reference KD3917.

2. RECOMMENDATIONS

- 2.1. That the proposed scheme is to be funded from the Housing Capital Programme.
- 2.2 That approval is given to accept the tender that represents best value to the Council submitted by Contractor (1), in the sum of £2,323,549.80 excluding fees.
- 2.3 That approval is given for professional fees for providing multi-disciplinary services of £46,471.00 giving a total scheme cost of £2,370,020.80 over the two financial years from 2014/15 to 2015/16.

3. BACKGROUND

- 3.1. The scheme is part of Enfield's Decent Homes Programme which is a Government initiative to ensure that all social housing meets set standards of decency by 2015.

- 3.2. The Consultant was appointed through a selective tendering process using the Council's list of Consultants (Exor) to procure works from inception to completion. The fee allocation for the scheme is £48,000.
- 3.3. The scheme was selected after examination of the Council's stock condition survey and selected on the basis of chronological priority, type of work and scheme size respectively. The works include replacement of windows and doors, renewal of flat and pitched roof coverings and brickwork and concrete repairs.
- 3.4. An estimated budget of £2,416,000 has been allocated to this scheme as part of the overall funding allocation for 2014/15. 162 properties were identified as requiring works and prioritised from the stock condition database, of which total, 72 are leaseholders.
- 3.5. Works were tendered and included within them a target cost mechanism supported by the JCT Standard Form of Building Contract with approximate quantities 2011. The lowest tender obtained at £2,323,549.80 was reached by competitive tender and demonstrates value for money.
- 3.5 The tender specification includes works to properties to be made decent or prevented from becoming non-decent.
- 3.6. Six contractors from the Exor list were invited to tender. Details of the tender figures received and summary analysis of the lowest are set out in Part 2.

4 ALTERNATIVE OPTIONS CONSIDERED

- 4.1 The scheme forms part of the Decent Homes Programme, which is a Government initiative to bring all housing up to a decent standard by 2015 and was assessed as a priority on the stock condition survey and therefore no other alternatives have been considered.

5. REASONS FOR RECOMMENDATIONS

- 5.1 All contractors who tendered for this project have fulfilled the Council's criteria for undertaking this type and value of work.
- 5.2 The recommended contractor has submitted the lowest tender and has been judged capable of complying with the specification.
- 5.3 The recommended works will enable the Decent Homes standard to be achieved, put the blocks into good repair, increase comfort, improve thermal efficiency, improve ventilation performance, improve security and reduce future maintenance costs.

6 COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES DEPARTMENT

6.1 Financial Implications

- 6.1.1 The scheme is included within the Housing Capital Programme for 2014/15 with an estimated budget allocation of £2,416,000 excluding consultant fees of £48,000, giving an overall total estimate of £2,464,000.
- 6.1.2 The tender for this project has been obtained in compliance with the Council's Contract Procedure Rules (CPR) and was evaluated on price and quality. Contractor (1) offers best value to the Council at a cost of £2,323,550. The professional fees were allocated at £46,471, giving a total of £2,370,021.
- 6.1.3 There are 162 properties that will be covered by the proposed works, of which 72 are leaseholders. While not eligible for internal Decent Homes works, they will be charged for works to external components such as windows and roofs, as well as communal areas.
- 6.1.4 The approvals being sought for works and fees are expected to be committed and spent as follows:

Construction Costs & Fees	2014-15	2015- 16 (Retention)	Total
	£	£	£
Construction Costs	2,265,461	58,089	2,323,550
Multi-disciplinary Consultant fees	41,824	4,647	46,471
Total Scheme Costs	2,307,285	62,736	2,370,021

- 6.1.4 A retention amount of £62,736 (2.6%) will be paid after 12 months from the contract completion date, following satisfactory remedial work to any defects that may have arisen as a result of the work carried out. This is based on 2.5% on the total construction costs and 10% of consultancy fees. The retention costs will be paid within the financial year 2015/16 as shown in the table above.

6.2 Legal Implications

- 6.2.1 The Council has the power to make alterations to Council housing in accordance with section 9 of the Housing Act 1985 and may enter into a contract with the provider of the works pursuant to section 1 of the Local Government (Contracts) Act 1997.
- 6.2.2 The estimated costs of the proposed works are below the Public Contracts Regulations 2006 financial thresholds and therefore the full EU

procurement procedures do not apply. However, the Council does need to be mindful of the EU general principles with regards equality, transparency, proportionality and non-discrimination. The client has confirmed that the tender exercise was carried out in accordance with the Council's Constitution, in particular, the Contract Procedure Rules.

6.2.3 The formation of any resultant legal contracts required in association with this matter must be in a form approved by the Assistant Director of Legal Services.

6.2.4 Leaseholder consultation is required in accordance with the Landlord and Tenant Act 1985, as set out in section 6.4 below.

6.2.5 Engagement of the consultant for the multi-disciplinary services was through competitive tendering using the list of consultants provided by the Corporate Procurement team (EXOR), which is in accordance with the Council's Constitution, in particular Contract Procedure Rules.

6.3 Property Implications

6.3.1 The Council's standard residential lease places the obligation on the Council to undertake repairs to the windows of flats, including replacement of glazing. The lease also requires the Council to undertake repairs to common parts. In addition, the lease permits the Council to make improvements and recover a proportionate cost from the leaseholders.

6.3.2 As long as the Section 20 Notice procedures have been carried out correctly, the Council will be able to recover a proportionate amount of the costs from the leaseholders.

6.3.3 Undertaking the repairs and improvements should help extend the life of the building and reduce annual maintenance costs.

6.4 Leaseholder Implications

6.4.1 The Notices of Intention were served on 5/3/14. 1 observation was received and duly replied to within the statutory timescales. No contractor nominations were received.

6.4.2 There are 72 leaseholders affected by this contract.

7 RISKS

7.1 Key Risks

7.1.1 The main risks to the scheme are presented in tabular form below together with the corresponding mitigation actions.

• Key: H = High, M = Medium, L = Low

Item	Risk	Impact	Probability	Mitigation	Owner
1	Non Delivery of Project	H	M	Develop project delivery plan, commission consultants and contractor ASAP.	ALL
2	Quality Issues	H	M	Set benchmark, monitor site meetings through Contract Administrator (CA) & Clerk of Works (COW) reports, measure continuous improvements using KPIs.	Project Manager
3	Cost Overrun	M	L	Rigorous Cost Planning, early reporting, comprehensive specification, inclusion of contingencies, tender analysis.	Project Manager
4	Time Overrun	H	M	Manage approvals stage – instil sense of urgency by senior staff. Monitor programme, monthly progress reports & LADs.	Project Manager
5	Extended Consultation	M	M	Establish key milestones and communication strategy at the outset.	Leaseholder Services / Project Manager
6	Additional Works Identified	M	M	Detail and agree scope of works, prioritise core DHS works and use contingency	Project Manager

7.1.2 Some of the work is to the exterior fabric of the blocks, so there is the risk of delay due to adverse weather. This risk will be mitigated by careful management of the project.

8 IMPACT ON COUNCIL PROPERTIES

8.1.1 **Fairness for all:** The Decent Homes programme that will be carried out as part of this project will enhance the quality of the housing stock owned by the Council. All properties will be brought up to a nationally recognised minimum set of standards for facilities and energy efficiency. The external fabric improvement of the flats will have a positive impact on the street scene. The Homes improved with this grant funding will assist in meeting the Council's objectives by providing as many residents as possible, over time, with good quality housing.

8.1.2 **Growth and Sustainability:** New windows as part of the Decent Homes package will help to reduce heat losses, achieve noise reduction and together with the new heating systems provide overall energy savings. The improvements will have a positive impact on the energy performance of the dwellings. Products specified will be sustainable and energy efficient.

8.1.3 **Strong Communities:** The Homes improved and repaired as part of the Decent Homes and Capital Works programmes will assist in meeting the

Council's objectives by involving the residents in the decision making process and help them to play an active role in their local neighbourhoods. Works undertaken to improve lighting, security and design out crime will also enhance the sustainability of the neighbourhoods that we are investing in.

9 EQUALITIES IMPACT IMPLICATIONS

- 9.1 Equalities impact assessments have been carried out as part of the procurement packages for all schemes.

10 PERFORMANCE MANAGEMENT IMPLICATIONS

- 10.1 The works will see all dwellings made decent and others prevented from becoming non-decent. The installation of double glazing will also improve energy efficiency within the dwellings, by raising Energy Performance Certificate scores

11 HEALTH AND SAFETY IMPLICATIONS

- 11.1 All construction work falls under the Construction (Design & Management) Regulations 2007. A project of this size also qualifies for notification to the Health and Safety Executive and this has been sent to the HSE by the Enfield Homes appointed CDM Coordinator. Health and Safety considerations for this type of project include welfare facilities until the end of the project, various audits, inspections and reviews by both in house and third party professionals. The passage of accurate and specific information is also critical and this will include asbestos survey reports in the form of an asbestos register leading to specific refurbishment surveys, fire risk assessments and any significant design changes.

- 11.2 A substantial amount of planning involving various agencies goes into the pre-construction phase e.g. the taking over of land which is adequate in both size and location for site offices/welfare facilities. Asbestos surveys will be carried out at an early stage in the contract to avoid delay to the building works

12 HUMAN RESOURCES IMPLICATIONS

- 12.1 There are no human resources implications

13 PUBLIC HEALTH IMPLICATIONS

- 13.1 Decent Homes schemes seek to modernise council stock, providing structurally sound, thermally efficient and modern homes. The works will provide warmer more fuel efficient homes through installing modern sealed double glazed windows. The Energy Saving Trust estimate that new windows can save between £95 and £223 per year on fuel costs.

13.2 A study by Nottingham City council on the impact of its Decent Homes programme includes some of the benefits, which are:

- **An improvement in children's respiratory health**
- **An improvement in mental health by relieving excess cold and fuel poverty**
- **Prevent accidents in the home**
- **Reduce hospital admissions due to falls**
- **Reduction in burglaries**

BACKGROUND PAPERS

Consultant's tender report: not for publication by virtue of Paragraph 3 of Schedule 12A of the Local Government Act 1972 (as amended).



MUNICIPAL YEAR 2014/2015

DELEGATED AUTHORITY

DECISION OF:

Director of Health, Housing and
Adult Social Care, Ray James

REPORT OF:

Director of Technical and
Property Services, Enfield Homes

Contact officer:

Andy Batty: 020 8375 8269

Email:

andrew.batty@enfieldhomes.org

Agenda – Part: 1	Item:
Subject: Decent Homes Kitchen and Bathroom Renewals, Brigadier Hill	
Wards: Chase	
Cabinet Member consulted: N/a Key Decision: KD 3862	

1 EXECUTIVE SUMMARY

- 1.1 This report seeks approval to accept the recommended tender for carrying out Decent Homes works to replace kitchens and bathrooms in 410 homes on the Brigadier Hill Estate and surrounding areas. The project also includes external works to a number of houses. This is a Key Decision of the Council, reference KD 3862.

2 RECOMMENDATIONS

- 2.1 That approval is given to accept the tender from, and award the contract as per the published criteria to Contractor A in the sum of £2,263,847.38 for the works, as detailed in the Part 2 report.
- 2.2 That it is noted that professional fees for this project will be incurred in the sum of £49,804.64, giving a total project cost of £2,313,651.19.

3 BACKGROUND

- 3.1 This scheme is part of Enfield's Decent Homes Programme, which is a Government initiative to ensure that all social housing meets set standards of decency by 2015.
- 3.2 Enfield Homes has appointed a firm of consultants, to provide surveying and contract administration services in relation to the works from inception to completion.
- 3.3 The Brigadier Hills project focuses on providing new kitchens and bathrooms to 402 Homes in the area surrounding the four tower blocks (Burgundy, Picardy, Normandy and Brittany Houses) and surrounding streets.

- 3.4 The work will entail stripping out the existing fittings and fixtures back to the plaster and replacing with new items. The work is disruptive to residents and all efforts will be made to ensure this is kept to the minimum for the shortest period. Brittany House is a sheltered block and close attention will be paid to each resident's needs in conjunction with the block's management staff.
- 3.5 The project also includes a number of houses which will receive external enveloping works including, roofs, windows, guttering and brickwork, in addition to replacement kitchens and bathrooms.
- 3.6 Tenders were invited from six companies. Five tenders were returned with one company opting out, citing lack of capacity to deliver a response during the tender period. The Council's Contract Procedure Rules have been complied with in carrying out this tender. The five returned tenders were assessed by the Council's consultants for compliance with the tender requirements analysed and a recommendation made, based on price alone. A detailed analysis of the tenders is contained in the Part Two report.
- 3.7 It should be noted that the original estimate was a very crude budget to help produce the current programme, ahead of any feasibility and scoping of works. It was then followed by pre-tender estimate produced by the design consultant prior to the tender process. The current market is such that no-one can accurately forecast the outcome of the tender process.

4 ALTERNATIVE OPTIONS CONSIDERED

- 4.1 The scheme forms part of the Decent Homes programme, which is a Government initiative to bring all housing up to a decent standard by 2015 and was assessed as a priority on the stock condition survey, and therefore no other alternatives have been considered.

5 REASONS FOR RECOMMENDATIONS

- 5.1 All contractors who tendered for this project have fulfilled the Council's criteria for undertaking this type and value of work.
- 5.2 The recommended contractor has submitted the lowest tender and has been judged capable of complying with the specification.
- 5.3 The recommended works will enable the Decent Homes standard to be achieved, put the homes into good repair, increase comfort, improve thermal efficiency, improve ventilation performance, improve security and reduce future maintenance costs.

6 COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMERS SERVICES AND OTHER DEPARTMENTS

6.1 Financial Implications

6.1.1 The scheme is included within the Housing Capital Programme for 2014/15 with an estimated budget allocation of £2,500,000, excluding consultant fees at 2.2% of £55,000, giving a total of £2,555,000.

6.1.2 The tender for this project has been obtained in compliance with the Council's Contract Procedure Rules and was evaluated on the basis of the published criteria on lowest price. The cost of this project is now based on the recommended tender submission of £2,263,847. With multi-disciplinary fees of £49,805 this gives a total cost of £2,313,652. The recommended tender is £403,213 (17.8%) below the original tender estimate for works of £2,667,060.00.

6.1.3 The scheme will affect 402 tenanted properties out of a total of 406 properties – the remaining 4 are leasehold. No leaseholders are involved because the works are to be carried out in tenanted properties only.

6.1.4 The works will be delivered in 18 weeks from start on site, with practical completion expected to take place in 2014/15. The breakdown of the cost of the works over the financial years is estimated as follows:

	2014/15	2015/16	Total
Works / Fees	Works & Fees	Retention (2.5%)	
	£	£	£
Construction Costs	2,207,241	56,606	2,263,847
Multi-disciplinary Fees	48,560	1,245	49,805
Total Scheme Costs	2,255,801	57,851	2,313,652

6.1.5 A maximum retention charge of £57,851 (based on 2.5% of the works and multi-disciplinary fee costs) will be paid 12 months from the contract completion date. Payment will be made following satisfactory remedial work to any defects that may have arisen as a result of the work carried during the defects period.

6.2 Legal Implications

6.2.1 The Council has the power to alter, repair or improve its housing stock in accordance with Section 9 of the Housing Act 1985. The Council further has power under Section 111 of the Local Government Act 1972 to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of any of their functions.

6.2.2 The estimated costs of the proposed works are below the Public Contracts Regulations 2006 financial thresholds and therefore the full EU procurement procedures do not apply. However, the Council does need to be mindful of the EU general principles with regards equality, transparency, proportionality and non-discrimination. The client has confirmed that the tender exercise was carried out in accordance with the Council's Constitution, in particular, the Contract Procedure Rules.

6.2.3 The formation of any resultant legal contracts required in association with this matter must be in a form approved by the Assistant Director of Legal Services

6.2.4 Leaseholder consultation is required in accordance with the Landlord and Tenant Act 1985, as set out in section 6.4 below.

6.2.5 The engagement of the consultant for the multi-disciplinary consultancy service was in accordance with the Council's Contract Procedure Rules, as documented in a previous report.

6.3 Property Implications

6.3.1 Undertaking the repairs and improvements should help extend the life of the building and reduce annual maintenance costs.

6.4 Leaseholder Implications

6.4.1 There are no leaseholder implications associated with this project..

7 KEY RISKS

7.1 The main risks to the scheme are presented in tabular form below together with the corresponding mitigation actions.

	Risk	Impact	Probability	Mitigation	Owner
1	Non delivery of project	High	Medium	Develop project delivery plan, commission consultants and contractor	ALL
2	Quality issues	High	Medium	Set benchmark and monitor at site meetings through Contract Administrator & Clerk of Works reports. Measure continuous improvements using Key Performance Indicators.	Project Manager
3	Cost over run	Medium	Low	Rigorous cost planning, early reporting, comprehensive specification, inclusion of contingencies, tender analysis.	Project Manager
4	Time over run	High	Medium	Manage approvals stage. Monitor programme,	Project Manager

	Risk	Impact	Probability	Mitigation	Owner
				monthly progress reports & damages.	
5	Extended consultation	Medium	Medium	Establish key milestones and communication strategy at outset.	Project Manager
6	Additional work identified	Medium	Medium	Detail and agree scope of works, prioritise core works, use contingency	Project Manager

- 7.2 Some of the work is to the exterior fabric of houses, so there is the risk of delay due to adverse weather. This risk will be mitigated by careful management of the project.

8 IMPACT ON COUNCIL PRIORITIES

8.1 Fairness for All

The Decent Homes programme that will be carried out as part of this project will enhance the quality of the housing stock owned by the Council. All properties will be brought up to a nationally recognised minimum set of standards for facilities and where applicable, energy efficiency. The external fabric improvement of the houses will have a positive impact on the street scene. The Homes improved with this grant funding will assist in meeting the Council's objectives by providing as many residents as possible, over time, with good quality housing.

8.2 Growth and Sustainability

Providing new windows in houses as part of the Decent Homes package will help to reduce heat losses, achieve noise reduction and together with the new heating systems provide overall energy savings. The improvements will have a positive impact on the energy performance of the dwellings. Products specified will be sustainable and energy efficient.

8.3 Strong Communities

The Homes improved and repaired as part of the Decent Homes and Capital Works programmes will assist in meeting the Council's objectives by involving the residents in the decision making process and help them to play an active role in their local neighbourhoods. Works undertaken to improve lighting, security and design out crime will also enhance the sustainability of the neighbourhoods that we are investing in.

9 EQUALITIES IMPACT IMPLICATIONS

Equalities impact assessments have been carried out as part of the procurement packages for all schemes.

10 PERFORMANCE MANAGEMENT IMPLICATIONS

The works will see all dwellings made decent and others prevented from becoming non-decent. The installation of double glazing to houses will also improve energy efficiency within the dwellings, by raising Energy Performance Certificate scores.

11 HEALTH AND SAFETY IMPLICATIONS

11.1 All construction work falls under the Construction (Design & Management) Regulations 2007. A project of this size also qualifies for notification to the Health and Safety Executive and this has been sent to the HSE by the Enfield Homes appointed CDM Coordinator. Health and Safety considerations for this type of project include welfare facilities until the end of the project, various audits, inspections and reviews by both in house and third party professionals. The passage of accurate and specific information is also critical and this will include asbestos survey reports in the form of an asbestos register leading to specific refurbishment surveys, fire risk assessments and any significant design changes.

11.2 A substantial amount of planning involving various agencies goes into the pre-construction phase e.g. the taking over of land which is adequate in both size and location for site offices/welfare facilities. Asbestos surveys will be carried out at an early stage in the contract to avoid delay to the building works.

12 HUMAN RESOURCES IMPLICATIONS

12.1 There are no human resources implications.

13 PUBLIC HEALTH IMPLICATIONS

13.1 Decent Homes schemes seek to modernise council stock, providing structurally sound, thermally efficient and modern homes. The works will provide warmer more fuel efficient homes through installing modern sealed double glazed windows. The Energy Saving Trust estimate that new windows can save between £95 and £223 per year on fuel costs.

13.2 A study by Nottingham City council on the impact of its Decent Homes programme includes some of the benefits, which are:

- An improvement in children's respiratory health
- An improvement in mental health by relieving excess cold and fuel poverty
- Prevent accidents in the home
- Reduce hospital admissions due to falls
- Reduction in burglaries

BACKGROUND PAPERS

Consultant's tender report: not for publication by virtue of Paragraph 3 of Schedule 12A of the Local Government Act 1972 (as amended).