MUNICIPAL YEAR 2017/2018 REPORT NO.

ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

OPERATIONAL DECISION OF:

Executive Director – Regeneration and Environment

Agenda – Part: KD Num: KD 4500

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Subject:

Vehicle Crossings & Associated Works Contract 2015 to 2017 (G/MD 379) – Contract Extension

Wards:

All

Contact officer and telephone number: John Grimes 0208 379 2220

E mail: john.grimes@enfield.gov.uk

1. EXECUTIVE SUMMARY

- 1.1 This report requests the approval to extend the existing Vehicle Crossing & Associated Works Contract 2015 to 2017 by a period of 1 year from 1st September 2017.
- 1.2 The existing contract expires on 31st August 2017.

2. **RECOMMENDATIONS**

2.1 That Approval be given to the extension of the existing Vehicle Crossing and Associated Works Contract G/MD379, for an additional one year period, currently awarded to Volker Highways Ltd, Hertford Road, Hoddesdon, Herts, EN11 9BX.

3. BACKGROUND

- in July 2015, The Director of Regeneration & Environment Department approved that the Vehicle Crossing and Associated Works Contract Highway Works Contract be awarded to Volker Highways Ltd. The contract was initially for a two-year period with a possible extension of one additional year. The contract commenced on 1st September 2015.
- 3.2 The Council has a robust process for residents to apply for vehicle crossovers whereby the Council will arrange for its contractor to construct the crossover at the resident's cost.
- 3.3 The Vehicle Crossing and Associated Works Contract provides the delivery mechanism for the construction of new vehicle crossings and associated works for the residents and businesses of Enfield.
- 3.4 The contractor has over the period 1st September 2015 to 31st March 2017, constructed 390 vehicle crossovers with performance at 97.4% of vehicle crossing being constructed within 8 weeks of instruction.

4. ALTERNATIVE OPTIONS CONSIDERED

To re-tender the Vehicle Crossing and Associated Works Contract for a start date of 1st September 2017.

5. REASONS FOR RECOMMENDATIONS

- 5.1 The existing Vehicle Crossing and Associated Works Contract will reach the end of the initial two-year term on 31st August 2017 and the contract terms and conditions allow for the contract to be extended for a single year.
- 5.2 The existing contractor has demonstrated a high level of performance and compliance with the specification and contract standards. A very good working contractual relationship has been established and there is a strong appetite from both contractor and client to extend the contract.
- 5.3 The current contract demonstrates value for money when compared to the rates within the London Highway Alliance Contract (LoHAC). The contractor has offered to extend the contract for the further year at the original contract rates with no increases applied. Therefore, extending the contract will enable the current competitive rates to be used for a further year.

CUSTOMER SERVICES, AND OTHER DEPARTMENTS

6.1 Financial Implications

(Finance must be consulted in all cases, please refer to the guidance notes section 8.1, for officer contact details.)

(Note: Reports to support strategic policy decisions, and initiation documents for all major projects, require a risk assessment including a sustainability/environmental impact appraisal. Such reports should include an additional heading to deal with the "Key Risks" see paragraph 7 below)

6.2 Legal Implications

Under the Councils Constitution, in particular Contract Procedure Rules, the Council is permitted to extend a contract where the contract terms permit such. As the current contract between Volker Highways and the Council permits the extension the Council is able to extend for an additional year. As there are recommendations to vary the terms of the contract too, the Council must ensure that such variations are in accordance with the contract terms. Any variation/extension agreements put in place must clearly set out the variations, and such should be in a form approved by the Borough Solicitor. Appropriate legal advice should be sought with regards implementing the variations to ensure such does not breach current procurement/competition law. (Legal Services must be consulted in all cases, please refer to the guidance notes paragraph 8.1, for officer contact details)

6.3 Property Implications

There are none.

7. KEY RISKS

The continued appointment of Volker Highways as the Vehicle Crossing and Associated Works Contractor enables the authority to deliver new vehicle crossings and associated works for the residents and businesses of Enfield.

If the recommendation to extend the current contractual arrangements were not agreed, then a retendering exercise would have to be carried out. The result of this exercise could be an increase of the overall delivery costs of the works.

(for further guidance, please contact Vivian Uzoechi on ext.4615. See also the guidance notes, section 8.2 refers. All reports should be sent to riskmanagement@enfield.gov.uk by email for comment)

8. IMPACT ON COUNCIL PRIORITIES

8.1 Fairness for All

8.1.1 The provision of new vehicle crossings and associated civil engineering work to the public highway will provide benefits for all users of roads and footways in the borough.

8.2 Growth and Sustainability

8.2.1 The extension of the Vehicle Crossing and Associated Works Contract will enable Enfield to protect its Environment through the effective delivery of projects and maintenance of the highway assets.

8.3 Strong Communities

8.3.1 Effective local partnerships are working to improve the health and wellbeing of all Enfield's residents ensuring neighbourhoods are clean, safe and well regulated, welcoming, cohesive and resilient.

9 EQUALITY IMPACT IMPLICATIONS

It is not relevant or proportionate to carry out an Equality Impact Assessment/Analysis of the extension to the Vehicle Crossing and Associated Works Contract.

10 PERFORMANCE MANAGEMENT IMPLICATIONS

This is a continuation of an existing contract. The Contractor's performance in delivering this contract will continue to be measured against the Council's objectives. The existing management of the service will continue, which includes the monitoring of all works within the specification requirements of the Contract.

11 HEALTH AND SAFETY IMPLICATIONS

The contract has specific health and safety requirements for working on the public highway ensuring the general public are protected from any works that are taking place. Compliance with legislation is essential to ensure a safe environment for the general public, contractor's workforce and the Councils supervising officers. (where applicable, delete this section if not required, paragraph 8.3.4 of the guidance notes refers)

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12. PUBLIC HEALTH IMPLICATIONS

(All reports should indicate how the proposal will improve or impact upon the health and well-being of the public in Enfield. This may include, for example, improving the environment to encourage healthy lifestyles, reduce pollution, reducing residents' expenditure and/or improving social cohesion. If you require any advice on completing this section, please contact Glenn Stewart, Assistant Director of Public Health on extension 5328, section 8.3.5 of the guidance notes refer).

Background Papers

(For further guidance on report writing please refer to the Constitution guidance notes available on Enfield Eye



MUNICIPAL YEAR 2016/2017 REPORT NO. 16.127

ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

OPERATIONAL DECISION OF:

Executive Director – Finance,
Resources and Customer Services
and Executive Director - Regeneration
& Environment

Agenda – Part: 1	KD Num: 4513
Subject: Approval to Award Park Café Building	a Lease for Oakwood
Wards: Southgate	

Contact officer and telephone number:

Tina Heather (Contracts Officer) 020 8379 3313

E mail: tina.heather@enfield.gov.uk

1. EXECUTIVE SUMMARY

- 1.1 A tender exercise using Property Procedure Rules (PPR's) has been undertaken to award a lease for the café building in Oakwood Park.
- 1.2 This report requests the approval to award a 10 year lease to the highest bidder.
- 1.3 The tender evaluation and financial details are contained within Part 2 of this report.

2. RECOMMENDATIONS

2.1 To approve the award of a 10 year lease to Bidder C, as detailed in the Part 2 report.

3. BACKGROUND

- 3.1 The existing café's lease has expired and is contracted out of the Landlord and Tenant 1954 Act with no rights to renewal. Commercial Services Team has taken the opportunity to explore the commercial viability of the building.
- 3.2 Jointly working with Property Services a lease for up to ten years has been offered under Property Procedure Rules (PPR's). The potential lease period depends on proposed use; a café has a maximum three year lease term.
- 3.3 To ensure best value the tender was advertised in a national catering magazine, local papers, Council website, and park noticeboards. Park stakeholders and interested parties were also advised in advance of the Council's proposal to advertise the building.
- 3.4 Bidders were given the opportunity to view the building on specified viewing days and to then submit an expression of interest before a formal bidding process was undertaken.
- 3.5 Bidders were provided an information letter, Building Particulars, Offer of Rent Form, Heads of Terms, and building layout drawings.
- 3.6 Six compliant bids were received by the specified closing time and date.
- 3.7 Four of the six bids proposed café use only. The two remaining bids proposed a children's indoor play facility which will also provide drinks and snacks.
- 3.8 Commercial Services Team and Property Services jointly evaluated the tender submissions against pre-published evaluation criteria designed to attract the highest rental income in the building.
- 3.9 Bidder C offered the most economically advantageous bid and met all of the tender requirements further details given in part 2 report.
- 3.10 Although it was not part of the assessment criteria, and cannot be taken into consideration as part of the evaluation under PPR's, Bidder C has also proposed to invest and improve the building.

4. ALTERNATIVE OPTIONS CONSIDERED

- 4.1 Not to award the lease will leave the building vacant, subject to decline and vandalism and reduce amenity and facilities within the park.
- 4.2 Not to award the lease will result in loss of revenue and investment in the building.

4.3 Not to award the lease will create a burden on Parks revenue budget to maintain.

5. REASONS FOR RECOMMENDATIONS

- 5.1 The recommended bidder met both the evaluation criteria and provided the most economically advantageous offer for the building.
- 5.2 Will provide a facility for the local community to use.
- 5.3 Will encourage more people into the park and promote cohesion

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

6.1 Financial Implications

Please refer to Part 2 Report

6.2 Legal Implications

- 6.2.1 Pursuant to section 123 of the Local Government Act 1972 when granting a lease a Local Authority needs to demonstrate that he has obtained the best consideration reasonably obtainable. The tendering exercise carried out by Commercial Services in respect of the proposed lease demonstrates that this has been achieved.
- 6.2.2 The tendering exercise has been carried out in accordance with the Council's Property Procedure Rules.
- 6.2.3 The formal granting of the lease shall be in a form approved by the Council's Assistant Director (Legal Services)
- 6.2.4 In accordance with the Council's Property Procedure Rules, given the cumulative value of the term of the lease, approval of the award of the Lease will be required from the Council's Director of Finance, Resources and Customer.
- 6.2.5 The recommendations contained within this report are within the Council's powers and duties

6.3 Property Implications

- 6.3.1 The tender process has been carried out in accordance with the Property Procedure Rules and the selected tender represents best value for the Council in terms of the rent offered.
- 6.3.2 It will need to be ensured that the proposed use, complies with any required planning permission.

6.3.3 The successful tenderer is proposing to carry out certain works of alteration, and these works will need to be approved by the Council and "signed-off" when completed.

7. KEY RISKS

7.1 The risk of not agreeing to the new lease will result in loss of income for the Council.

8. IMPACT ON COUNCIL PRIORITIES

8.1 Fairness for All

8.1.1 Will provide a facility that all the local community can use.

8.2 Growth and Sustainability

8.2.1 The investment will provide the Council with an improved sustainable building which will provide an income.

8.3 Strong Communities

8.3.1 Will provide a facility that will bring parents and children from different ethnic backgrounds together.

9. EQUALITY IMPACT IMPLICATIONS

9.1 Corporate advice has been sought in regard to equalities and an agreement has been reached that an equalities impact assessment is neither relevant nor proportionate for the approval of this report to award a lease for the former café building.

10. PERFORMANCE MANAGEMENT IMPLICATIONS

- 10.1 The new lease will improve the Council's asset.
- 10.2 The terms of the lease will be monitored internally.

11. PUBLIC HEALTH IMPLICATIONS

11.1 Whilst leasing this property will generate income for the Local Authority which may potentially be used to improve the health of the public the main implications of the café will be dependent upon what is actually sold. It may therefore be useful to ensure that produce sold is healthy and avoids high fat / high sugar foods.

Background Papers

None

MUNICIPAL YEAR 2017/2018 REPORT NO.

ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

OPERATIONAL DECISION OF:

Executive Director – Regeneration and Environment

Agenda – Part: KD Num: KD 4500

Subject:

Vehicle Crossings & Associated Works Contract 2015 to 2017 (G/MD 379) – Contract Extension

Wards:

All

Contact officer and telephone number: John Grimes 0208 379 2220

E mail: john.grimes@enfield.gov.uk

1. EXECUTIVE SUMMARY

- 1.1 This report requests the approval to extend the existing Vehicle Crossing & Associated Works Contract 2015 to 2017 by a period of 1 year from 1st September 2017.
- 1.2 The existing contract expires on 31st August 2017.

2. RECOMMENDATIONS

2.1 That Approval be given to the extension of the existing Vehicle Crossing and Associated Works Contract G/MD379, for an additional one year period, currently awarded to Volker Highways Ltd, Hertford Road, Hoddesdon, Herts, EN11 9BX.

3. BACKGROUND

- 3.1 In July 2015, The Director of Regeneration & Environment Department approved that the Vehicle Crossing and Associated Works Contract Highway Works Contract be awarded to Volker Highways Ltd. The contract was initially for a two-year period with a possible extension of one additional year. The contract commenced on 1st September 2015.
- 3.2 The Council has a robust process for residents to apply for vehicle crossovers whereby the Council will arrange for its contractor to construct the crossover at the resident's cost.
- 3.3 The Vehicle Crossing and Associated Works Contract provides the delivery mechanism for the construction of new vehicle crossings and associated works for the residents and businesses of Enfield.
- 3.4 The contractor has over the period 1st September 2015 to 31st March 2017, constructed 390 vehicle crossovers with performance at 97.4% of vehicle crossing being constructed within 8 weeks of instruction.

4. ALTERNATIVE OPTIONS CONSIDERED

To re-tender the Vehicle Crossing and Associated Works Contract for a start date of 1st September 2017.

5. REASONS FOR RECOMMENDATIONS

- 5.1 The existing Vehicle Crossing and Associated Works Contract will reach the end of the initial two-year term on 31st August 2017 and the contract terms and conditions allow for the contract to be extended for a single year.
- 5.2 The existing contractor has demonstrated a high level of performance and compliance with the specification and contract standards. A very good working contractual relationship has been established and there is a strong appetite from both contractor and client to extend the contract.
- 5.3 The current contract demonstrates value for money when compared to the rates within the London Highway Alliance Contract (LoHAC). The contractor has offered to extend the contract for the further year at the original contract rates with no increases applied. Therefore, extending the contract will enable the current competitive rates to be used for a further year.

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

6.1 Financial Implications

(Finance must be consulted in all cases, please refer to the guidance notes section 8.1, for officer contact details.)

(Note: Reports to support strategic policy decisions, and initiation documents for all major projects, require a risk assessment including a sustainability/environmental impact appraisal. Such reports should include an additional heading to deal with the "Key Risks" see paragraph 7 below)

6.2 Legal Implications

Under the Councils Constitution, in particular Contract Procedure Rules, the Council is permitted to extend a contract where the contract terms permit such. As the current contract between Volker Highways and the Council permits the extension the Council is able to extend for an additional year. As there are recommendations to vary the terms of the contract too, the Council must ensure that such variations are in accordance with the contract terms. Any variation/extension agreements put in place must clearly set out the variations, and such should be in a form approved by the Borough Solicitor. Appropriate legal advice should be sought with regards implementing the variations to ensure such does not breach current procurement/competition law. (Legal Services must be consulted in all cases, please refer to the guidance notes paragraph 8.1, for officer contact details)

6.3 Property Implications

There are none.

7. KEY RISKS

The continued appointment of Volker Highways as the Vehicle Crossing and Associated Works Contractor enables the authority to deliver new vehicle crossings and associated works for the residents and businesses of Enfield.

If the recommendation to extend the current contractual arrangements were not agreed, then a retendering exercise would have to be carried out. The result of this exercise could be an increase of the overall delivery costs of the works.

(for further guidance, please contact Vivian Uzoechi on ext.4615. See also the guidance notes, section 8.2 refers. All reports should be sent to riskmanagement@enfield.gov.uk by email for comment)

8. IMPACT ON COUNCIL PRIORITIES

8.1 Fairness for All

8.1.1 The provision of new vehicle crossings and associated civil engineering work to the public highway will provide benefits for all users of roads and footways in the borough.

8.2 Growth and Sustainability

8.2.1 The extension of the Vehicle Crossing and Associated Works Contract will enable Enfield to protect its Environment through the effective delivery of projects and maintenance of the highway assets.

8.3 Strong Communities

8.3.1 Effective local partnerships are working to improve the health and wellbeing of all Enfield's residents ensuring neighbourhoods are clean, safe and well regulated, welcoming, cohesive and resilient.

9 EQUALITY IMPACT IMPLICATIONS

It is not relevant or proportionate to carry out an Equality Impact Assessment/Analysis of the extension to the Vehicle Crossing and Associated Works Contract.

10 PERFORMANCE MANAGEMENT IMPLICATIONS

This is a continuation of an existing contract. The Contractor's performance in delivering this contract will continue to be measured against the Council's objectives. The existing management of the service will continue, which includes the monitoring of all works within the specification requirements of the Contract.

11 HEALTH AND SAFETY IMPLICATIONS

The contract has specific health and safety requirements for working on the public highway ensuring the general public are protected from any works that are taking place. Compliance with legislation is essential to ensure a safe environment for the general public, contractor's workforce and the Councils supervising officers. (where applicable, delete this section if not required, paragraph 8.3.4 of the guidance notes refers)

12. PUBLIC HEALTH IMPLICATIONS

(All reports should indicate how the proposal will improve or impact upon the health and well-being of the public in Enfield. This may include, for example, improving the environment to encourage healthy lifestyles, reduce pollution, reducing residents' expenditure and/or improving social cohesion. If you require any advice on completing this section, please contact Glenn Stewart, Assistant Director of Public Health on extension 5328, section 8.3.5 of the guidance notes refer).

Background Papers

(For further guidance on report writing please refer to the Constitution guidance notes available on Enfield Eye

MUNICIPAL YEAR 2016/2017 REPORT NO.

ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

OPERATIONAL DECISION OF:

Executive Director – Finance, Resources and Customer Services and Executive Director - Regeneration & Environment

Agenda – Part: 1	KD Num: 4493
Subject:	

Approval to Award a Lease for the Albany Park former Bowling Pavilion, Football Changing Rooms and Bowling

Wards: Enfield Highway

Contact officer and telephone number:

Tina Heather (Contracts Officer) 020 8379 3313

E mail: tina.heather@enfield.gov.uk

1. EXECUTIVE SUMMARY

- 1.1 A tender exercise using Property Procedure Rules (PPR's) has been undertaken to award a lease for the former bowling pavilion, football changing rooms and bowling green pavilion building and former bowling green at Town Park.
- 1.2 This report requests the approval to award a 10 year lease to the highest bidder for use as child focussed family and community service.
- 1.3 Rent reviews will take place every 3 years for the term of the lease.
- 1.4 The tender evaluation and financial details are contained within Part 2 of this report.

2. **RECOMMENDATIONS**

2.1 To approve the award of a 10 year lease to Bidder A, named in Part 2.

3. BACKGROUND

- 3.1 Former Park buildings at Albany Park have not been utilised for some time so Public Realm has taken the opportunity to explore the commercial viability of the whole site.
- 3.2 The bowling pavilion building became vacated some years ago due to a decline in membership and although was used as a Community Hub for a while, it too has now closed.
- 3.3 The Football changing rooms are vacant due to lack of demand and the allotment area (Community Garden) was handed back to the Council some months ago.
- 3.4 The aim is to generate more income for the Council but to also find a new sustainable use which will not only reduce Council maintenance and repair responsibility but reduce the risk of vandalism and other anti-social behaviour.
- 3.5 Buildings within Albany Park are currently restricted to recreational use because the whole park is designated as a King George V playing field (KGV). KGV sites are protected by Fields in Trust (FIT) a national charity who safeguards recreational space.
- 3.6 FIT are compassionate to the challenges that Councils have trying to sustain buildings and subject to application have indicated that they are happy to release the site from current designation by means of land swap. This process is underway.
- 3.7 The opportunity was tendered using a two stage process: expressions of interest and then a formal bidding process, a lease for up to 10 years was offered under Property Procedure Rules (PPR's). Bidders were given the opportunity to apply for Lots; either for the individual sections or as a whole
- 3.8 To ensure best value the tender was uploaded and advertised on the Council website, local papers, and park noticeboards. Park stakeholders and interested parties were also advised in advance of the Council's proposal to advertise the building.
- 3.9 Bidders were advised that the building may need some internal works to accommodate their use and that the Council would consider a rent free period to help accommodate this. All bidders were given the opportunity to view the building on specified viewing days.
- 3.10 Bidders were provided an information letter, Lot Particulars, Offer of Rent Form, Heads of Terms, Lot Drawings, Reference Document, Evaluation of Offer and a building layout drawings.

- 3.11 Eleven bids were received and evaluated against pre-published evaluation criteria designed to attract the highest rental income.
- 3.12 An interview, business plan and credit checks were undertaken to ensure suitability for the lease.
- 3.13 Bidder (A) offered the highest rental income and met all of the tender requirements details shown in part 2 report.
- 3.14 Although it was not part of the assessment criteria, and was not taken into consideration as part of the evaluation under PPR's, Bidder A has also proposed to invest and improve the building.
- 3.15 Bidder (A) proposes to provide a child focussed family and community service in the former bowling club, bowling green and football changing area. Their aim is to support children and families across the spectrum of need and enhance community cohesion via a profitable and sustainable business. This use will also work well with the new accessible play area being installed in Albany Park.
- 3.16 Bidder (A) will focus on 5 specific areas for the local community:
 - afterschool and holiday provision for children aged 5 11yrs,
 - · child contact centre providing support to children and parents,
 - alternative education projects for children aged 11-16 who are at risk of school exclusion,
 - accredited parenting programmes.
 - Community space for local parents, community groups and organisations.
- 3.17 Award of lease will be subject to relevant planning approval (change of use) and FIT approval.
- 3.18 The remaining vacant buildings will be offered to the unsuccessful bidders.

4. ALTERNATIVE OPTIONS CONSIDERED

- 4.1 Not to award the lease will render the building vacant and subject to decline and vandalism.
- 4.2 Not to award the lease will result in loss of revenue and investment in the building.
- 4.3 Not to award the lease will create a burden on Parks revenue budget to maintain.

5. REASONS FOR RECOMMENDATIONS

5.1 The recommended bidder met both the evaluation criteria and provided the highest rent offer for the building.

5.2 Will provide a facility for the local community to use.

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

6.1 Financial Implications

Please refer to Part 2 Report

6.2 Legal Implications

- 6.2.1 Pursuant to section 123 of the Local Government Act 1972 when granting a lease of more than 7 years a Local Authority needs to demonstrate that he has obtained the best consideration reasonably obtainable. The tendering exercise carried out by the Parks Department in respect of the proposed lease demonstrates that this has been achieved.
- 6.2.2 The tendering exercise has been carried out in accordance with the Council's Property Procedure Rules.
- 6.2.3 The formal granting of the lease shall be in a form approved by the Council's Assistant Director (Legal Services)
- 6.2.4 In accordance with the Council's Property Procedure Rules, given the cumulative value of the term of the lease, approval of the award of the Lease will be required from the Council's Director of Finance, Resources and Customer.
- 6.2.5 The recommendations contained within this report are within the Council's powers and duties

6.3 Property Implications

- 6.3.1 The tender process has been carried out in accordance with the Property Procedure Rules and the selected tender represents best value for the Council in terms of the rent offered and the proposed level of investment in the property.
- 6.3.2 It will need to be ensured that the proposed use as a children focussed family and community service complies with any required planning permission.
- 6.3.3 The successful tenderer is proposing to invest in the property and carry out certain works, and these works may need to be approved by the Council and "signed-off" when completed.

7. KEY RISKS

7.1 The risk of not agreeing to the new lease will result in loss of income for the Council.

8. IMPACT ON COUNCIL PRIORITIES

8.1 Fairness for All

8.1.1 Will provide a facility that all the local community can use.

8.2 Growth and Sustainability

8.2.1 The investment will provide the Council with an improved sustainable building which will provide an income.

8.3 Strong Communities

8.3.1 Will provide a facility that will bring parents and children from different ethnic backgrounds together.

9. EQUALITY IMPACT IMPLICATIONS

9.1 Corporate advice has been sought in regard to equalities and an agreement has been reached that an equalities impact assessment is neither relevant nor proportionate for the approval of this report to select and approval the award of a Lease for the Albany Park former Bowling Pavilion, Football Changing Rooms and Bowling Green.

10. PERFORMANCE MANAGEMENT IMPLICATIONS

- 10.1 The new lease will significantly improve the Council's asset.
- 10.2 The terms of the lease will be monitored internally.
- 10.3 The rent will be reviewed every three years for the term of the lease.

11. PUBLIC HEALTH IMPLICATIONS

11.1 Leasing this property will provide a community facility that will improve the physical activity offer in Enfield.

Background Papers

None

MUNICIPAL YEAR 2017/2018 REPORT NO.

ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

PORTFOLIO DECISION OF:

Cabinet Member for Economic
Development and Business Regeneration
And the Cabinet Member for Finance and
Efficiency in consultation with the
Executive Director of Regeneration and
Environment and the Executive Director of
Finance, Resources and Customer Services

Agenda – Part: 1 KD Num: 4442

Subject: Meridian Water: Land Acquisition

Wards: Upper Edmonton & Edmonton Green

Contact officer and telephone number:

Paul Gardner 0208 3794754

Email: paul.gardner@enfield.gov.uk

Peter George 020 8379 3318

E mail: peter.george@enfield.gov.uk

1. EXECUTIVE SUMMARY

- 1.1 On 9 May 2017 Cabinet (KD4442) approved the terms of the Agreement for Sale for the purchase of the two sites in the east of Meridian Water: Stonehill Estate (**Stonehill**) and (**Hastingwood**) subject to the demonstration of overall viability of the Meridian Water scheme.
- 1.2 Authority to approve the overall viability of the Meridian Water scheme is delegated to the Cabinet Member for Economic Regeneration and Business Development and the Cabinet Member for Finance and Efficiency in consultation with the Executive Director Regeneration & Environment and the Executive Director Finance, Resources and Customer Services.
- 1.3 Stonehill and Hastingwood (the **Sites**) are located on the east of the River Lea Navigation (the **East Bank**) which is currently designated as Strategic Industrial Land (**SIL**). The Council is working to secure release of SIL through the planning policy process and through negotiations with the Greater London Authority (**GLA**). This report summarises the planning context and sets out propositions for mitigating proposed release of SIL through the principle of "no net loss of SIL" whereby any release of SIL from the East Bank should be compensated for through re-designation of SIL elsewhere in the borough.

1. EXECUTIVE SUMMARY

1.4 This report sets out the alternative and mitigation options for the Sites should, in the worst case scenario, the Council not be able to secure any release of SIL. PwC have been commissioned to illustrate the potential impact of these scenarios against the base financial model for Meridian Water. This work highlights that even if no SIL release is achieved, the Council could deliver a scaled down project that is still viable and delivers a financial return to the Council by the end of the scheme.

2. RECOMMENDATIONS

- 2.1 To note that the overall financial viability of the Meridian Water scheme is positive in each scenario considered for the purchase of Stonehill and Hastingwood, as set out in detail in Part 2 of this report.
- 2.2 To authorise proceeding with the purchase of the Stonehill Industrial Estate (**Stonehill**) and Hastingwood Industrial Estate (**Hastingwood**) as per the recommendations in sections 2.2 2.4 of Part 1 of the Report to Cabinet 9th May 2017 (KD 4442).
- 2.3 To note the ongoing work to achieve a release of Strategic Industrial Land (SIL) at Meridian Water through the planning process.

3. BACKGROUND

- 3.1 On 9 May 2017 Cabinet (KD4442) approved the terms of the Agreement for Sale for the purchase of the two sites in the east of Meridian Water: Stonehill Estate (**Stonehill**) and (**Hastingwood**) subject to the demonstration of overall viability of the Meridian Water scheme.
- 3.2 The two large Sites, currently in private ownership together comprise c. 32 acres of land (c. 13 hectares) (see Red Line plan appended to Part 2 of the report). An addition of this land to the Council portfolio would take the total land holdings in Council ownership up to c. 87 acres (c. 35 hectares) or c. 64% of the developable land in Meridian Water.

- 3.3 Further information about the Sites and the terms of acquisition are provided in the Cabinet report (KD4442).
- 3.4 The focus of this Delegated Authority Report is to test the potential impact on the overall viability of the Meridian Water Scheme by modelling different scenarios in the context of the option to purchase of Stonehill & Hastingwood. The assumptions and inputs for the scenarios have been provided by the Meridian Water team and Jones Lang LaSalle (JLL), who have advised on projections for meanwhile income, land values, and residential sale values. PricewaterhouseCoopers (PwC), have provided financial analysis of the impact of different scenarios on the base financial model for Meridian Water.

Planning Context

- The current London Plan was adopted in March 2016. The new London Plan is in the early stages of preparation and is timetabled for adoption in 2019. Meridian Water is in the Upper Lee Valley Opportunity Area, and in October 2015 was designated as a Housing Zone.
- London Borough of Enfield Core Strategy commits the Council to meeting the housing growth targets as set out in the London Plan, namely to provide at least 11,000 homes in the 15-year period to 2025. The Core Strategy is currently being revised, with more ambitious housing targets responding to demographic change and higher housing demand in the borough.
- 3.7 The Proposed Submission Edmonton Leeside Area Action Plan (**ELAAP**), the local area Planning Policy document that covers Meridian Water, was approved by Full Council on 25 January 2017. The Area Action Plan (preciously called the Central Leeside Area Action Plan (CLAAP)) was revised to respond to changed circumstances including the award of Housing Zone status, a need for more homes and jobs, Council purchase of land, developing proposals for Crossrail 2 and the procurement of a development partner for Meridian Water. The ELAAP consultation period was to 28th April 2017, and the Local Planning Authority is currently considering the submissions.
- The eastern area of Meridian Water, between the River Lee Navigation and the River Lea (**the East Bank**) (where Stonehill and Hastingwood are located) is currently designated as Strategic Industrial Land (**SIL**). The ELAAP proposes the removal of the SIL designation that currently covers this 18 hectare area of land called "Harbet Road Industrial Estate". The document included substantial modelling evidence that demonstrates that de-designation is necessary in order to release the land to achieve the project's scheme-wide ambition of 10,000 homes and 6,700 jobs.
- 3.9 The Greater London Authority (**GLA**) commissioned AECOM in 2015 to undertake a strategic review of industrial land in London. The report found that the amount of industrial land in London has been steadily falling since

2000 from c. 8.2k hectares in 2001 to c. 7k hectares in 2015 (a 16% contraction). The report also found that the amount of land designated as SIL has contracted by 7% since 2010. For Locally Significant Industrial Sites (designated at the Council level), the rate of decline is even more marked at 25% since 2010. Crucially, the report found that "past trends in industrial land release show an accelerated rate of release significantly above the LGA's Land for Industry and Transport SPOG benchmark rates of release". The trend rate of release for 2010 to 2015 is 105 hectares per annum compared with the SPG recommended rate of release of 37 hectares per annum. The report concluded that London is losing SIL at an unsustainable rate. In response to the report, the GLA is considering how to protect essential employment land whilst also enabling equally important residential-led mixed use development.

- 3.10 The Council has not yet received a formal response from the GLA to the ELAAP consultation. However, the GLA has expressed concern over the loss of industrial land due to recent studies showing higher than expected levels of loss across London and a high level of demand for industrial land uses. The Council is in ongoing discussions with the GLA, including examining the potential for the ELAAP to partially release SIL at the Harbet Road industrial estate on the basis of no net loss. Further de-designation of SIL at Harbet Road can be assessed through the new Local Plan process, including the potential for allocation of new, offsetting SIL in other parts of the borough.
- 3.11 GLA have also verbally said that they would support development with ground floor commercial and upper floor residential, and are currently exploring a new planning designation to achieve this.
- 3.12 In response to concerns raised, therefore, the Local Planning Authority will need to prepare a supplementary document that will propose modifications to the ELAAP reflecting an agreed position with the GLA. This may include a staged approach to the SIL release (reflecting a borough wide-strategy of no-net loss of SIL), and the development of a new designation allowing a mixed use typology with commercial on the ground floor and residential on the upper floors.
- 3.13 The table overleaf breaks down the Council's proposed stages for SIL release in Meridian Water or mitigation measures to enable the type of mixed-use development proposed.

¹ AECOM, London Industrial Land Supply & Economy Study, March 2016. P.2 (Exec Summary)

Proposed Stages for SIL Release from the East Bank of Meridian Water			
Stage of SIL Release/	Area of SIL (Ha)	Timescale	
Retention			
SEGRO site is being retained as SIL for e-commerce centre	3 hectares retained	No Change	
Release of SIL through compensatory equivalent within the ELAAP boundary (excl. Deephams)	5 hectares released	July 2018 (adoption of ELAAP)	
Further release of SIL through compensatory equivalent within LBE through the Local Plan and/or	10 hectares released or re-designated	December 2018/2019 (adoption of Local Plan)	
Development of new designation allowing a mixed use typology with commercial on the ground floor and residential on the upper floors			
Total East Bank SIL	18 hectares		

3.14 It is important to remember that residential development is not proposed for the East Bank until the late 2020s. The ELAAP covers the whole of Meridian Water, and the broader proposal for the area of a substantial residential-led development has received support in the consultation process. As the revised-ELAAP moves towards full adoption next year, this will provide the planning policy support for the next phases of development at Meridian Water including the delivery of thousands of homes and comprehensive regeneration of this part of Enfield.

Viability Options Appraisal

- 3.15 When assessing the options below in relation to the Meridian Water scheme, viability is defined as the Council being able to recoup its investment in the project, i.e. that the post-finance return for any option is positive.
- 3.16 As explained above, our base business plan for Meridian Water assumes that over the course of 5-10 years, we will achieve planning policy support for full SIL release in the East Bank. Our Base financial model therefore assumes the delivery of 10,000 homes and 6,700 jobs including residential-led mixed use development on the East Bank. This financial model shows that the Meridian Water scheme as a whole is viable, producing a net positive return to the Council at the end of the scheme. However, in mitigation of the risk that SIL release is not achieved, it is prudent to consider alternative scenarios.

- 3.17 We are modelling two alternative scenarios: Do not buy Stonehill/Hastingwood; and Buy Stonehill/Hastingwood, hold for ten years and then sell the Sites on the assumption that SIL is not released. Note that a "buy later" scenario (i.e. buy the Sites in ten years' time) was ruled out in the Cabinet Report (KD 4442) due to the prohibitive cost of this option (please see Section 4.2 of the Cabinet Report).
- 3.18 In summary the three scenarios, including the base case, are as follows:
 - 1. The Council buys the Stonehill and Hastingwood Sites, and proceeds with mixed-use development as set out in the Base Case Scenario (assumes full SIL release on the East Bank);
 - 2. The Council buys the Sites, holds the Sites until 2027 and then sells the Sites (assumes no SIL release on the East Bank);
 - 3. The Council does not buy the Stonehill and Hastingwood Sites;

3.19 **Scenario 1:** Full SIL Release: Base Case Scenario

This current base case scenario assumes full SIL release and mixed-use development on the East Bank in line with the Barratt London Master Plan (September 2016). The outputs of Scenario 1 are 10,000 homes and 6,700 jobs.²

3.20 Scenario 2: No SIL Release - Reduced Scheme

This Scenario is the worst case scenario. Despite best efforts, the Council is unable to get approval for any SIL release on the East Bank. The Council would therefore not proceed with development east of the River Lea Navigation with the important exception of the SEGRO e-commerce development which would still be delivered. The Council would sell its remaining landholdings on the East Bank (inclusive of Phoenix Wharf and VOSA) after ten years including the balance of the Stonehill land and the Hastingwood estate³. The outputs of Scenario 2 would be 6,000 homes and 6,500 jobs delivered on the West Bank and via the SEGRO development.

3.21 Scenario 3: Council does not buy Stonehill and Hastingwood

The Scenario tests the impact on the financial model if the Council were to forgo the offer to acquire the Stonehill and Hastingwood Sites that is currently available. It assumes that any remaining Council owned land interests on the East Bank (Phoenix Wharf and VOSA) would be sold by June 2019 and Meridian Water development would terminate at the River Lea Navigation. The SEGRO e-commerce development would not be delivered.⁴ The outputs of Scenario 3 would be 6,000 homes and 4,500 jobs.

² Stonehill and Hastingwood Sites would themselves accommodate 2,200 of these homes.

³ The forecast value of sale in ten years incorporates a modest uplift in the value of the land of 1%/annum

⁴ Note that a "buy later" scenario (i.e. buy the Sites in ten years' time) was ruled out in the Cabinet Report (KD 4442) due to the excessive cost of this option (please see Section 4.2)

- 3.22 For each scenario, the Council and its technical advisers have provided financial inputs and assumptions to PwC for it to compare these alternative scenarios against the base financial model. The modelling shows, that even in the worst case scenario (Scenario 3), the Council would still expect to receive a capital return on its investment.
- 3.23 Full financial summaries of the PwC modelling are provided in Part 2 of this report including a detailed breakdown of the assumptions behind each scenario.

4 ALTERNATIVE OPTIONS CONSIDERED

- 4.1 On 9th May, Cabinet agreed, subject to demonstration of overall viability, to proceed with the purchase of Stonehill and Hastingwood.
- 4.2 The Cabinet report covered in detail alternative options that had been considered including: buying the Sites at a later date (ruled out due to the extremely high estimated cost of the Site once developed); compulsory acquisition (ruled out because CPO would not be supported by current planning policy) and a potential back-to-back agreement with SEGRO (ruled out because it would not be compliant with the competitive procurement process undertaken to select Barratt London as Master Developer, with SEGRO as its Commercial Partner).

5 FINANCIAL GOVERNANCE

- 5.1 Effective and robust financial governance, review and monitoring of the capital and revenue spends and incomes will be delivered using regular and effective financial management processes and systems. These will include: financial modelling, the use of financial KPIs to ensure income and expenditure remain on track and identifies problem areas, also trend analysis to assist with decision making and investment decisions.
- 5.2 To ensure full rigour to the financial management processes and systems, the creation of a Meridian Water Finance Monitoring (MWFB) programme board is proposed, led by Finance. This will be a cross departmental group with representatives from property, legal etc.
- 5.3 A detailed report will be brought to Cabinet in September describing the role of the board and the relationship between it and the other governance bodies such as the Housing Zone governance boards.

5.4 Outline structures are:

5.4.1 That the MWFB will be responsible for monitoring the revenue and capital spend, revenue and capital incomes. They would also act as a filter for major investment decisions such as land acquisition. Terms of reference, meeting cycles etc. will be detailed in the report to the September Cabinet.

- 5.4.2 It is proposed that the MWFB would be part of the Meridian Water Housing Zone governance regime that already exists within the Council. Probably reporting to the Meridian Water Programme Board. Which in turn cascades upwards to the Housing Zone Programme Board, Housing Zone Strategic Group and Housing Zone Member Advisory Group.
- 5.4.3 This will provide the ability for the Council to manage and monitor the significant spend and income levels involved using a combination of robust financial processes and systems combined with effective levels of governance.
- 5.4.4 In preparation for the detailed governance report in September the current governance system has been mapped out and this is shown in Appendix 1.
- 5.4.5 It includes two new groups which are the result of agreeing the MDFA with Barratt's. The purpose of these groups are:
 - 5.4.5.1 **Project Delivery Group** reviews and resolves day to day operational and financial issues that require immediate attention to avoid, or minimise delay to the project. The terms of reference, decision parameters and attendees are currently being finalised as part of the close process with Barratt's.
 - 5.4.5.2 Partnership Group primarily focused on the development and maintenance of effective and sound partnership relationship working between LBE and Barratt's. This is viewed as a "principals" meeting and is likely to consist of the Leader, Cabinet Members, Chief Executive and Directors. Again, the structure, terms of reference and decision making are being scoped out as part of the MDFA with Barratt's.

6 REASONS FOR RECOMMENDATIONS

The report recommends proceeding with the acquisition because both the base case and the worst case scenario demonstrate the overall viability of the Meridian Water Scheme.

- 6.1 While the worst case scenario, of no-SIL release, will result in a reduced scheme, with fewer total outputs, it would still ensure that the Council had significant control over the land and future development of the East Bank, crucial for securing a high quality, successful residential-led development on the West Bank.
- 6.2 The testing of overall viability in the event of no-SIL release has been undertaken as a mitigation of the risk of no-SIL release. However, further to recent discussions with the GLA, it is strongly anticipated that full SIL release will be achievable on the East Bank in the medium term, on the basis of the

agreed principal of "no-net loss of SIL" across the London Borough of Enfield, and in accordance with the GLA policy as stated in the London Plan of "managed release" of Strategic Industrial Land.

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

7.1 Financial Implications

See Part 2 report.

7.2 Legal Implications

- 7.2.1 The Council has power under section1(1) of the Localism Act 2011 to do anything that individuals generally may do provided it is not prohibited by legislation and subject to public law principles. The recommendations detailed in this report are in accordance with the Council's powers.
- 7.2.2 The Council has a fiduciary duty to look after the funds entrusted to it and to ensure that its Council tax and ratepayers' money is spent appropriately. For that reason, the Council must carefully consider any project it embarks on to ensure that it is making decisions based on a proper assessment of risk and rewards/outcomes.

7.3 **Property Implications**

- 7.3.1 The council has received assurances that the cost of acquiring this site for industrial use is considered value for money. The Council in purchasing these properties will require assurance, provided by independent experts, that a comprehensive Development agreement is to be entered into with the agreed development Partner and that the costs of acquisition (including all Tax implications) sits within the financial parameters of the overall viability assessment for the comprehensive Meridian Water scheme. All future approvals in relation to operation, disposal and development of these sites should be required to be evaluated against the recommended Viability testing and should at all times comply with the councils landed property protocols.
- 7.3.2 The valuation methodology used in calculating the value of this site is consistent with the best practice principles of acquiring land through 'Open Market' negotiations. External valuations from two independent Firms confirm that the price being paid is within the normal boundaries of open market value and such valuations are in accordance with the 'Red Book' Valuation principles of the Royal institution of Chartered surveyors.

- 7.3.3 The Council is purchasing these properties with the assurance, provided by independent experts, that a comprehensive Development agreement is to be entered into with the agreed development Partner and that the costs of acquisition (including all Tax implications sit within the financial parameters of the overall viability assessment for the comprehensive Meridian Water scheme.
- 7.3.4 Assurances have been provided from independent advisors having regard to the deliverability of the 'Meanwhile' uses and income generation of the site. It is recommended that such advice should be carefully monitored and updated and risk assessed against expected return on monthly basis.
- 7.3.5 All lettings / Meanwhile uses must comply with the Council's Land and Property Protocols, and the Councils statutory responsibilities as Corporate landlord. All leases / tenancy agreements need to be structured to a protect the Meridian Water Development outcomes and incorporate 'Development termination clauses.
- 7.3.6 Recommendation that regular Viability testing is undertaking to assess on-going risk and changes to market conditions and affecting legislation in terms of national, GLA or local planning policies.

8 KEY RISKS

Risk – The proposed submission Edmonton Leeside Area Action Plan (ELAAP) is not adopted, and the Council is unable to release the SIL east of the River Lea Navigation for residential-led development.

Risk Assessment – In response to the consultation on the precursor for the ELAAP (the CLAAP) in 2014, the GLA indicated in principle support for the partial release of 4.5 hectares of SIL in the East Bank of Meridian Water. While the current AAP proposes to go further by proposing full SIL release, this is supported by a substantial evidence base as to why this is necessary in order to deliver the desired outputs of homes and jobs, and protecting appropriate densities of development and place quality. Furthermore, current discussions with the GLA have focused on the principle of "no-net loss of SIL" across the London Borough of Enfield. This report has introduced compromise mechanisms including the partial retention of SIL (SEGRO land) and proposed modifications to the ELAAP, and the Local Plan, to promote managed release of SIL in Meridian Water and compensatory designation of SIL elsewhere in Edmonton Leeside or in the Borough. It has also introduced the concept of a new designation with a new mixed-use typology with

commercial at ground floor and residential on the upper floors that would also help mitigate the impact of proposed SIL release.

Mitigation – In mitigation of this risk, the Council has modelled the scenario of no-SIL release and explored what would be the consequences of this scenario. These have been analysed financially through the Meridian Water financial model. This work, undertaken by PwC demonstrates that even in the worst case scenario, that no SIL is released, and development is reduced to the area west of the river, with the exception of the e-commerce SEGRO development, the Council would still be able to make a return on the scheme.

As conversations with GLA progress, further analysis will be undertaken to investigate intermediate scenarios, including:

- co-location of employment and residential uses i.e. ground floor employment and upper floor residential – a proposal which the GLA has already confirmed in meeting that they support in principle; and
- (2) increasing the density of housing development on the remaining Meridian Water site west of the River Lea Navigation.

However as the worst case scenario, of a scaled down Meridian Water scheme, has been demonstrated to be viable, any intermediate option would only be pursued if could be shown that it improved the viability as well as the overall outputs of the project.

9 IMPACT ON COUNCIL PRIORITIES

9.1 The immediate acquisition of the Sites described in this Report would give the Council control over this important land holding, helping to realise the long-term aspiration for Meridian Water, taking development of new homes up to the Lee Valley Regional Park. The preferred Master Developer has now been selected and has begun work with the Council and the design team on progressing Meridian Water. This acquisition helps to open up new opportunities for developing the next stages of mixed use residential-led development after Zone 1, and provides an immediate opportunity to develop a pioneering e-commerce centre that will accommodate between up to 2,000 jobs. By offering employment opportunity in a range of salary brackets, and the opportunity for substantial housing development in the future, this stage of development will provide a concrete example of achieving fairness for all, delivering sustainable growth and development of strong communities.

10 EQUALITY IMPACT IMPLICATIONS

10.1 The draft Masterplan was subject to an initial Equalities Impact Assessment/Analysis (EqIA) to ensure that consultation promoted equal opportunities. During the master-planning process, demographic data was

collected in relation to residents of Edmonton in order to determine which groups to target for community engagement and to also help assess the equalities issues the Masterplan proposals will need to consider.

- 10.2 These issues were summarised in the final EqIA report that was reported to the Local Plan Cabinet Sub-Committee at its 11th September 2013 meeting.
- 10.3 Any further equalities impact issues will be examined at the planning application stage on individual sites.

11 PERFORMANCE MANAGEMENT IMPLICATIONS

11.1 Delivery of a comprehensive regeneration scheme at Meridian Water is a corporate priority within the Council's Business Plan for 2016-2018. Completion of the Masterplan and the delivery of phased infrastructure improvements including increased rail services, station improvements and new homes will help to meet the strategic priority: "a borough that attracts inward investment and supports sustainable regeneration and growth."

12 HEALTH AND SAFETY IMPLICATIONS

12.1 There are no Public Health Implications directly arising from the acquisition of the Site pursuant to the terms of the Agreement but the intention to remediate and develop the Site when finally used for residential development is likely to have positive benefits.

13. PUBLIC HEALTH IMPLICATIONS

13.1 A component of the Meridian Water Masterplan concerns the need to improve access to healthy living corridors. In accordance with the Core Strategy, all new areas brought forward for development will have appropriate provision of green space and parks, as well as sufficient access to new sports and health facilities to support the new communities.

Background Papers

None

Appendices

Appendix 1 – Meridian Water Governance Map