

## MUNICIPAL YEAR 2017/2018 REPORT NO.

### ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

#### OPERATIONAL DECISION OF:

Executive Director –  
Regeneration and  
Environment

<b>Agenda – Part:</b>	<b>KD Num: 4593</b>
<b>Subject:</b>  <b>Supply of Fuel, Addblue and Gas Oil</b>	
<b>Wards:</b>	<b>ALL</b>

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### 1. EXECUTIVE SUMMARY

- 1.1 The council currently use Crown Commercial Services (CCS) Framework Agreements for the supply of all fuels and Addblue used by council vehicles and machinery. The Framework Agreements are part of bulk buy contracts used by London Councils.
- 1.2 The CCS have undertaken a further competition on our behalf among all capable suppliers and carried out an evaluation on price. The outcome of this has resulted in a new supplier being appointed from the 1st October for the supply of Diesel fuel, which is offering slightly better terms. The suppliers for Addblue and Gas oil remains the same.
- 1.3 The new CCS Framework Agreements offer many benefits and savings, allowing us to achieve maximum discounts available under a bulk buy arrangement, rather than nominal discounts based on our annual spend alone

### 2. RECOMMENDATIONS

It is recommended that the Executive Director – Regeneration and Environment:

- 2.1 approves the award of the call off contract for the supply of Fuels and Addblue.

### **3. BACKGROUND**

- 3.1 The council currently use the CCS Framework Agreements for the supply of all fuels and Addblue used by council vehicles and machinery. The framework is part of a bulk buy contract used by London Councils and we have successfully used this framework for several years.
- 3.2 The CCS have developed a new EU compliant framework to provide a route to market for all types of fuel and associated services. This is a replacement for the CCS Liquid Fuels Framework which expired on 11 August 2017.
- 3.3 As we have a basic requirement for delivery of fuel against the standard terms and conditions of the Call-Off Agreement, the CCS have undertaken a further competition on our behalf among all capable suppliers and carried out an evaluation on price.
- 3.4 The CCS have notified us of the lowest bid suppliers and are seeking our agreement to award a call off contract on our behalf to the supplier, which includes the Supplier margin (mark-up).
- 3.5 The supplier margins for this call-off will remain fixed until 30th September 2019, and covers their supply cost, distribution cost, cost of credit, suppliers overheads and suppliers profit. During the call-off period no additional costs will be added by the supplier at the point of order.
- 3.6 The invoiced costs will be made up of the cost of fuel including duty (Commodity Cost - issued weekly), supplier margin, CCS Management charge (£0.0020 Pence Per Litre), and VAT.
- 3.7 The commodity cost is a variable charge and referenced against market indices, the current rates for each fuel type will be issued by CCS on the first working day of each week.
- 3.8 The short-order-form is an extract from the call off contract and by signing this we are agreeing to the terms and conditions of the contract.

### **4. ALTERNATIVE OPTIONS CONSIDERED**

- 4.1 **Tender the fuel contracts ourselves.** The bulk buying benefits that the new CCS Framework Agreements offer means that the likelihood of being able to obtain more competitive prices agreed is remote. In addition, the procurement would have to be undertaken in accordance with the Public Contracts Regulations (2015) and the cost of undertaking such a procurement will far exceed any potential savings that could be achieved. This approach has therefore, been dismissed.

- 4.2 **Do nothing and keep the same arrangements with existing suppliers.** This approach is not an option as we will be non-compliant, and unable to use the existing supplier as they no longer part of the new framework Arrangements.

## **5. REASONS FOR RECOMMENDATIONS**

The new Framework Agreement offers many benefits and savings which can be summarised as follows:

- Fully EU Compliant Framework Agreement.
- Choice of clear and transparent pricing options and weekly pricing.
- Discount on early payment options.
- Contract management ensuring service levels and KPIs are met.
- Bulk further competition drives down price.
- CCS provide a support service for all customers.
- One-stop-shop for all fuels and associated services without the need to trawl through several frameworks.

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

### **6.1 Financial Implications**

A recent review of the framework and its suppliers, undertaken by CCS has resulted in a new supplier being appointed from the 1<sup>st</sup> October for The supply of Diesel fuel. This new supplier is offering better prices (but very negligible).

The margin we currently pay is £0.002 pence per litre; the new contract appears to be £0.00194 pence per litre. That is difference of £0.0001 @ 1.1m litres issued in 2016/17 = £110.00.

This report is mainly seeking approval for procurement compliance purposes.

### **6.2 Legal Implications**

- 6.2.1 Section 1 of the Localism Act 2011 permits the Council to do anything that individuals generally may do provided it is not prohibited by legislation and subject to Public Law principles.

- 6.2.2 There is a proposal to utilise and call off from the CCS compiled Framework Agreement for the supply of all fuels and Addblue used by Council's vehicles and machinery ("the Framework Agreement") as cited in the report. Provided that the adoption and call – off from the Framework Agreement is in accordance with the requirements of the Framework Agreement there should

be negligible, if any, risk to the Council in utilising the Framework Agreement as proposed.

- 6.2.3 The resultant contracts must be in a form that is in accordance with the requirements of the Framework Agreement.

### **6.3 Property Implications**

There are no property implications associated with this report as it merely seeks to renew continued arrangements.

### **6.4 Procurement Implications**

The CCS have undertaken a further competition on our behalf among all capable suppliers and carried out an evaluation on price. The call-off will be awarded in accordance with the Framework Agreement Terms and Conditions by signing the short-order form.

## **7. KEY RISKS**

- 7.1 By not entering into a new agreement we will be unable to use the CCS Framework Agreements and achieve the best fuel prices.
- 7.2 By purchasing fuel outside the framework, fuel is likely to cost more
- 7.3 By not entering into a new agreement we will be non-compliant surrounding fuel purchase meaning we will have to go to full tender for this contract and be liable for the procurement costs surrounding this course of action.

## **8. IMPACT ON COUNCIL PRIORITIES**

### **8.1 Fairness for All**

By renewing the existing fuel supply arrangements, we can guarantee the un-interrupted supply of fuel for all council operated vehicles

### **8.2 Growth and Sustainability**

- 8.2.1 By Using the framework, new suppliers have already been vetted and approved and can conform to all standards required.
- 8.2.2 The guarantee of the framework ensures continued fuel supply from the nominated supplier.

### **8.3 Strong Communities**

Use of the new framework suppliers will ensure there is no disruption in council services that use fuel due to continued supply arrangements

## **9. EQUALITY IMPACT IMPLICATIONS**

9.1 Corporate advice has been sought regarding equalities and an agreement has been reached that an equalities impact assessment is neither relevant nor proportionate for the approval of this report.

9.2 However, it should be noted that any contracts awarded should include a duty on the successful applicant to assist us with meeting our obligations under the Equalities Act 2010.

## **10. PERFORMANCE MANAGEMENT IMPLICATIONS**

The continuity of fuel deliveries will ensure there is no impact on Council services and operation

## **11. HEALTH AND SAFETY IMPLICATIONS**

As part of the vetting procedure by the framework prior to award. All H&S credentials will have been checked and passed. In addition to this due to the fact the contractors are supplying fuel they also have to meet the strict criteria surrounding Hazchem deliveries and procedures

## **12. PUBLIC HEALTH IMPLICATIONS**

The new supplier has been fully vetted by CCS for inclusion as the main Framework supplier, this in itself means that the nominated supplier will already conform to all Health & Safety, and Environmental standards required for the supply of fuel to third parties.

## **13. Background Papers** None.



## MUNICIPAL YEAR 2017/2018 REPORT NO.

### ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

**PORTFOLIO DECISION OF:**  
Cllr Ahmet Oykenen  
Cabinet Member for Housing &  
Housing Regeneration

**REPORT OF:**  
Executive Director, –  
HHASC

**Agenda – Part: 1**

**KD Num: 4514**

**Subject:** Post Tender Report for Brimsdown  
Avenue – Major Works Bathroom Extension  
Replacement, Kitchen Refurbishment, and  
External Enveloping.

**Wards: Enfield Highway**

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### 1. EXECUTIVE SUMMARY

- 1.1. This report seeks approval to award a contract for Bathroom extension Replacement, Kitchen Refurbishment and external enveloping works and associated repairs as part of the Council's Housing Capital works programme.
- 1.2. This is a Key Decision of the Council and is on the Key Decision List, reference KD4514
- 1.3. Seven contractors from the Major Housing Works Framework were invited to tender on the basis of single stage selective tender. Seven tenders were submitted. The tender offering the lowest price and which complies with the tender quality requirements of the Council is recommended.

### 2. RECOMMENDATIONS

That the proposed scheme is to be funded from the Housing Capital Programme.

That approval is given to accept the lowest price tender complying with the tender requirements of the Council submitted by Contractor 1 (see Part 2 for details).

### **3. BACKGROUND**

- 3.1. The scheme is part of Enfield's Major Works Programme. 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.
- 3.2. The scheme consisted of major works comprising the replacement of existing bathroom extensions, kitchen refurbishment and external enveloping works to 84 two storey dwelling houses located within Brimsdown Avenue and Croft Road, Enfield Highway Ward.
- 3.3. The works are deemed necessary to ensure the dwellings achieve decent homes standard of housing. The properties contained within the project currently fall short of this standard for the following reasons: The existing bathroom pods are circa 35-40 years old and offer very poor thermal performance and potentially contain significant quantities of asbestos based materials as part of the timber stud framework construction and therefore portray problems with condensation and resulting black mould. The majority of the existing kitchens are in excess of 20 years old, in poor condition are considered in need of replacement. The existing windows are single glazed, generally in poor condition and would benefit from being replaced with uPVC low maintenance energy efficient double glazed windows, with front doors being replaced with secure by design composite doors. It is also proposed to replace fascia /soffit boards and rainwater goods with low maintenance uPVC materials. External repairs will be carried out to address problems with defective rendering and brickwork pointing. These works will significantly improve the quality of the housing stock on the estate and add value to each of the properties included within the scheme. While the initial investment of £43k may not show an immediate full return, it will increase the property value from its current condition and is estimated will show a full return in approximately 3 years. In addition the investment will increase the "cost floor" of the property for RTB calculations
- 3.4. The scope of works that has been identified for inclusion within the scheme will typically include the following elements:



The Replacement of bathroom extensions, Refurbishment of existing kitchens, window and front entrance door replacement, renewal of fascia/soffit boards and rain water goods, together with general external repairs and associated works.

- 3.4 Appointment of the Consultants was made following a competitive tender through the London Tenders Portal. The original fees for this scheme are covered by a separate Delegated Authority Operational Report.

#### **4. ALTERNATIVE OPTIONS CONSIDERED**

- 4.1 The scheme forms part of the Council's major works programme, which includes for external refurbishment to ensure council property is maintained. It 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 priced tender and has been judged capable of complying with the specification and quality requirements.
- 5.3 This scheme forms part of Enfield Councils' on-going programme to maintain its housing stock and fulfil its landlord obligations.

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

##### **6.1 Financial Implications**

The comments of the Director of Finance, Resources & Customer Services are detailed in Part 2 of this Delegated Authority Report. The scheme has been reported as part of both the five year and annual procurement plans.

## **6.2 Legal Implications**

- 6.1.1 The contents of this report constitute a Key Decision as the recommendation to accept the recommended tender for the works will lead to capital expenditure exceeding £250,000. This item has been included in the Key Decision List reference. KD4514. Once approved the decision to proceed will be subject to the usual five day call-in period.
- 6.1.2 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 its functions. Additionally the Council is empowered to enter into contracts for the discharge of its legal powers (section 1 Local Government (Contracts) Act 1997). The Council moreover has a general power of competence under section 1(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.
- 6.1.3 Seven contractors were selected from The Major Housing Works Framework to tender for the opportunity, on the basis of single stage selective tender. The use of a compliant framework agreement is permitted under the Council's Contract Procedure rules. The Client has confirmed that the tender procedure was carried out in accordance with the terms of the Framework.
- 6.1.4 Throughout the engagement of the service provider, the Council must comply with its obligations with regard to obtaining best value under the Local Government (Best Value Principles) Act 1999.
- 6.1.5 Any resultant legal contracts required in association with this matter must be in a form approved by the Assistant Director of Legal, and Governance Services. The works contract terms are in the form of the JCT Intermediate Building Contract with Contractor's Design (2011 Edition) as amended by Trowers & Hamlins.
- 6.1.6 Given the proposed contract value for the works, the sealing requirements of the CPR rule 18.3 must be complied with (including attestation by or on behalf of the Assistant Director of Legal, and Governance Services).

Also, in view of the proposed contract value for the works exceeding £250,000, a performance bond will be required on behalf of the Contractor, and must be executed and received before work starts on site (anticipated to be 20th November 2017).

### 6.3 Property Implications

6.3.1 The Council's standard residential lease places the obligation on the Council as landlord to undertake the proposed external repairs and enveloping works to preserve the fabric of the buildings.

6.3.2 Undertaking the repairs and improvements should help extend the life of the buildings and reduce annual maintenance costs.

### 6.4 Leaseholder Implications

6.4.1 There are no Leaseholder implications on this project as all the properties are tenanted houses owned by the council.

## 7. KEY RISKS

7.1 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.	Housing Professional Services (HPS)
2	Quality Issues	H	M	Set benchmark, monitor site meetings through Contract Administrator (CA) & Clerk of Works (COW) reports, measure continuous improvements using KPIs.	HPS PM
3	Cost Overrun	M	L	Rigorous Cost Planning, early reporting, comprehensive specification, inclusion of contingencies, tender analysis.	HPS PM
4	Time Overrun	H	M	Manage approvals stage – instil sense of urgency by	HPS PM

				senior staff. Monitor programme, monthly progress reports & LADs.	
5	Extended Consultation	M	M	Establish key milestones and communication strategy at the outset.	HPS
6	Additional Works Identified	M	M	Detail and agree scope of works, prioritise core DHS works and use contingency	HPS

7.2 Suitable steps to be taken to monitor/ensure mitigating actions identified are carried out for the risk register (including any actions) to be reviewed regularly to ensure the Council remains protected.

## 8. IMPACT ON COUNCIL PRIORITIES

### 8.1 Fairness for All

8.1.1 The proposed works will enhance the fabric and appearance of the Council's properties and provide better facilities to the residents. Undoubtedly, the proposed scheme will assist in meeting the Council's objectives by providing economically successful and socially inclusive communities.

### 8.2 Growth and Sustainability

8.2.1 The new bathroom extensions and double glazed windows to the properties will reduce heat loss and achieve noise reduction. In addition, the improvements will have positive impact on the energy performance of the Council's stock. Products specified and materials used will be sustainable and energy efficient. The contractor and manufacturers are required to have a stringent Environmental Policy in place in accordance with the Framework requirements. Adherence to the policy will be confirmed by the contractor supplying relevant data sheets for specified materials or alternatives where these are accepted by the Council.

8.2.2 All contractors' party to the Framework agreement are bound to participate in joint initiatives with the client and each other to establish Employment and Training Contracts so as to secure continuity of employment opportunities, co-ordinated training opportunities and sponsored college placements.

8.2.3 The client will employ a training co-ordinator who will work alongside the contractors to ensure the successful

completion of training contracts, apprenticeships and any other employment opportunities pursuant to any call off contract. The training co-ordinator is funded by the contractors.

### **8.3 Strong Communities**

- 8.3.1 The project promotes Key Council values and places emphasis on residents' empowerment and participation through involving residents groups in the consultation process from inception to completion. The scheme addresses the Council's objective by involving the public in the decision making process and help them play an active role in their local neighbourhoods.
- 8.3.2 Residents are notified of the scheme at feasibility stage and asked to make any comments they may wish to have considered at design stage. After this all residents and interested parties are invited to a public meeting to outline the findings of the feasibility report and to outline the proposed works. Once tenders have been received and the scheme is signed off by the council to award the contract to the successful contractor residents are invited to a public meeting with the contractor, prior to work starting on site.
- 8.3.3 Residents are advised via resident's packs, prior to work starting who their key contacts are both by Council staff and the contractor. The same packs provide details of the complaints procedures.
- 8.3.4 As the works progress residents, can attend meetings and receive updates and notifications as required.
- 8.3.5 On completion residents are asked to attend the final inspection with our Clerk of Works and advise on any outstanding issues. Residents are also provided with operating instructions and details of how to report defects throughout the one year defects liability period under the contract. On expiration of the defect liability period further letters are sent to residents requesting any remedial works arising during this time for action by the Contractor and advising them to report any defects to repairs thereafter.
- 8.3.6 A combined satisfaction survey is also carried out by the council and contractor. The results are used

to inform the post contract review and decisions about using the contractor for the next round of tenders, particularly if their performance has been unsatisfactory.

## **9. EQUALITY IMPACT IMPLICATIONS**

9.1 It is not deemed relevant or proportionate to carry out an equality impact assessment/analysis for the approval of the tender that represents the lowest price and complies with the tender requirements of the Council for external repairs as part of the Council's Decent Home Programme.

9.2 Individual requirements are addressed prior to starting on site to identify any adaptation work or specific needs that may be required by residents.

## **10. PERFORMANCE MANAGEMENT IMPLICATIONS**

The works will benefit 84 properties which will be made decent and others will be prevented from becoming non-decent. The performance of the contractor is measured by the implementation of Key Performance Indicators compiled on a monthly basis. These are scored by the Contract Administrator and representatives from the Councils officers.

## **11. HEALTH AND SAFETY IMPLICATIONS**

11.1 The Health and Safety Policies statement have been submitted by all the contractors as part of the framework selection and tendering process.

11.2 The project is notifiable to the Health and Safety Executive (HSE) under the Construction (Design and Management) Regulations 2015 (CDM).

11.3 A Pre-Tender Health and Safety Plan was submitted with the tender and the Contractor will submit a Pre-Construction Health and Safety Plan once appointed. This will be updated throughout

the contract and a Health and Safety File issued upon completion of the works.

## **12. PUBLIC HEALTH IMPLICATIONS**

12.1 The proposed project, 'Brimsdown Avenue – Bathroom extension Replacement, Kitchen Refurbishment, and External Enveloping', overall, will improve the physical health of the residents by reducing fuel poverty, creating warmer homes and improving respiratory health of children and older people; and improve mental health by reducing noise transmission, and enhancing the sense of security related to new fabric.

12.2 To help alleviate condensation and mould, tenanted properties will be provided with trickle vents to new windows and the existing extract ventilation will either be overhauled or renewed.

## **13 Background Papers**

13.1 Contain exempt information





## MUNICIPAL YEAR 2017/2018 REPORT NO.

### ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

**PORTFOLIO DECISION OF:**  
Cabinet Member for Economic Regeneration  
& Business Development

**REPORT OF:**  
Executive Director – Regeneration &  
Environment

<b>Agenda – Part: 1</b>	<b>KD Num: 4571</b>
<b>Subject:</b>  Enfield Design Panel	
<b>Wards: All</b>	

Contact officer and telephone number:

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### 1. EXECUTIVE SUMMARY

- 1.1 This report seeks approval to set up and run a design review panel for Enfield. It sets out the case for establishing a local design review panel to help guide and advise on new developments proposed across the borough and proposes a model for running a Panel based on best practice and existing Panels successfully operating elsewhere.
- 1.2 The Panel will contribute to meeting the Council's ambitions as set out in its Business Plan (2016-18) and provide additional strength and clarity to decision making processes within the Planning Service.
- 1.3 The Panel will comprise industry experts and professionals that will offer independent advice to the Council, its partners and developers.
- 1.4 As a paid for service, the Panel will have cost and revenue implications for the Council. Part 2 of this report provides further information on this.

## **2. RECOMMENDATIONS**

It is recommended that the Cabinet Member for Economic Regeneration & Business Development:

- 2.1 Authorises a Design Review Panel to be set up and run as a critical part of the planning process, development and regeneration projects within Enfield.
- 2.2 That the Executive Director authorises recruitment of suitable persons to the roles of chair/s and members of the design panel and be responsible for the management of budget, associated costs and income generated by the Panel as outlined in Part 2 of this report.
- 2.3 That any surplus income generated by the Panel is retained for the purposes of delivery of a design framework for the borough and other initiatives as outlined in paragraph 3.8 of this report.
- 2.4 That an executive board is established to provide governance and oversight of the Panel in accordance with the Council's policies and procedures.

## **3. BACKGROUND**

- 3.1 The National Planning Policy Framework (NPPF) states: *"Good design is a key aspect of sustainable development, is indivisible from good planning, and should contribute positively to making places better for people."* It goes on to say: *"Local planning authorities should have local design review arrangements in place to provide assessment and support to ensure high standards of design. [...] In assessing applications, local planning authorities should have regard to the recommendations from the design review panel."*
- 3.2 Independent Design Panel advice is a tried and tested method of upholding and improving the quality of design outcomes in the built environment. Commission for Architecture and the Built Environment (CABE 1999-2011), and subsequently the Design Council, provide the national Design Review service. In line with the national policy recommendation, several local authorities have set up their own Design Panel arrangements. A benchmarking exercise has been undertaken of Panels operating in a similar fashion to the proposed Enfield Design Panel. Results of this have been used to base projections of the likely work pipeline, and the likely income and costs of the Enfield Design Panel. In London, these authorities include:

In-house panels	<ul style="list-style-type: none"> <li>• Greater London Authority</li> <li>• Croydon</li> <li>• Southwark</li> <li>• Newham</li> <li>• Wandsworth</li> <li>• Islington</li> </ul>
Panels outsourced to an external project management team	<ul style="list-style-type: none"> <li>• Camden</li> <li>• Haringey</li> <li>• LLDC</li> <li>• HS2</li> </ul>
Panels run by Design Council Cabe	<ul style="list-style-type: none"> <li>• Greenwich</li> <li>• Waltham Forest</li> </ul>

- 3.3 The Commission for Architecture and the Built Environment recognised in their report entitled 'The Value of Good Design' that: *"Good design is not just about the aesthetic improvement of our environment, it is as much about improved quality of life, equality of opportunity and economic growth."* The establishment of a Design Review Panel in Enfield will assist in the delivery of a number of the Council's ambitions set out in its Business Plan 2016-18. The Panel will support the vision to make Enfield a better place to live and work through promoting high quality design, sustainable development, and protecting Enfield's unique character.
- 3.4 The Panel will consider and comment on proposals that have a significant impact on or establish precedent for the borough, or have the potential to demonstrate best practice. The additional scrutiny provided by the Panel will be over and above the normal consultation carried out as part of the Planning service and advice given by Council Officers.
- 3.5 At Enfield we approve 90% of planning applications determined by the planning committee, and want to continue supporting good development through the Planning system. Having a Design Panel will add value to the planning application process by providing timely, constructive advice to applicants and the Development Management team to improve the design quality of development that will provide a robust basis for further negotiation and assessment.
- 3.6 Early involvement of the Panel in the development of proposals will assist applicants and design teams in realising successful design outcomes, while assisting the development management team in negotiating design improvements as necessary. This will not only reduce the risk of delay at planning application stage, it will support decision-making by the Planning Committee, allowing for Officer's reports to include the Panel's assessment of a particular application as a material consideration. Equally, design panel advice at early stages can help Enfield Council project managers with regeneration and public realm schemes work more effectively with partners and design teams to develop schemes that maximise public benefit.

- 3.7 Given the quantum of development, range of project types, and Enfield Council's ambition for transformational growth, strategic advice to project managers will enable good design to be embedded from the start. The design panel's advice can support Enfield staff to embed good design at a strategic level in policies, project briefs, and masterplans, and influence decision-making throughout the process. With an understanding of local places in Enfield, the design panel's advice will help Enfield staff ensure that they go beyond generic design policies and standards and set out a clear vision and narrative for change.
- 3.8 The Design Panel will be a paid for service. Fees will be included for as part of the pre-app charging regime and project briefs for regeneration and design related work across Council services where necessary. Any surplus accrued, through efficiencies, will be used in the first instance to fund the development of a Design Framework for Enfield. This will primarily set out the design vision, principles, and priorities for the Borough and will be developed in conjunction with the Panel. Further surplus accrued will be used to meet ongoing service needs, for example other design or heritage related pieces of work as agreed by the Assistant Director of Regeneration and Planning. This could include further strengthening of the design capability at Enfield Council including staff training, and employing the Panel to provide insight and report on the latest thinking and developments within the design field.
- 3.9 The Panel will be governed independently through the establishment of an executive board to include the Panel Chair/s that will monitor, review and provide a strategic lead to the Panel's role and development. This board will produce an annual review of the Panel's role and function and provide recommendations for future direction and development.

#### **4. PANEL COMPOSITION**

- 4.1 The Enfield Design Panel will be made up of two chairs and 20-25 panel members.
- 4.2 All members of the design panel will be recruited through an open and fair process. The membership of the panel members will be refreshed regularly; the term of each panel member will be no more than two years.
- 4.3 Panel members will be leading professionals in their respective field, providing a broad range of expertise in architecture, landscape architecture, heritage design, urban design, town planning, inclusive access, environmental sustainability, engineering, infrastructure design and delivery, and development delivery.
- 4.4 Panel members will also be skilled at analysis, critique and communication. Besides representing a wide range of professions with relevant specialist knowledge, the panel members will be from the public and the private

sectors, and with experience of working in different locations within and outside the UK. To broaden the insight and understanding of the panel, the mix of the membership will also be diverse in terms of gender, ethnic backgrounds, ages and approaches. All Panel Members will be expected to consider the impacts of development on those in the 9 protected characteristic groups as set out in the Equality Act 2010. Panel members will be brought on board because of their expert knowledge and track record, respect of peers in their field, excellent critical and analytical skills, and the ability to articulate comments in a sensitive and clear manner. They will not be 'representative' of particular interests or organisations.

- 4.5 The design panel chairs, in addition, will have reputation and gravitas that will enable them to command the respect of Council Officers, partners, and applicants. They will have the skills to chair meetings with high profile design teams and reconcile conflicting opinions. Chairs will have excellent communication skills and the ability to summarise a range of professional views into constructive advice.
- 4.6 The design will be supported by secretariat provided by the Strategic Planning and Design team. The team with guidance from the design panel Chair(s) and the Head of Strategic Planning and Design (SPD) will be responsible for delivering a consistent and robust design panel service. The team will be responsible for the day-to-day running of the design panel's activities. Most importantly, the team will be responsible for writing and disseminating the design panel's advice – they will do this by taking notes at all design panel meetings and setting out key messages in a clear, concise and professional manner in a Design Panel Advice Report.
- 4.7 The design panel will be run for a period of 2 years from the date of launch, with a review and refresh undertaken as necessary at the end of this period. Each Panel will be enacted through a launch event where members will undertake an induction covering the local context and design quality agenda across Enfield and the Panel's terms of reference.

## **5. SERVICE OFFER**

- 5.1 The proposed terms of reference for the Enfield Design Panel are set down within Appendix 1 of this report. As part of recruitment, approaches will be made to the GLA Design Advocates as well as respected design and built environment professionals. The Panel will be remunerated to recognise their time commitment and contribution, with the Chair/s benefiting from additional remuneration to acknowledge the considerable time commitment and ongoing editorial and leadership role required to ensure the independence of the Panel.
- 5.2 The Panel will offer a varied format of reviews, to ensure that the level of service is proportionate to the size, complexity, and stage in development that a proposal is at. The format of reviews proposed includes a brief desktop meeting, to half-day and full-day design review and workshop meetings.

## **6. PAYMENTS AND CHARGES**

- 6.1 The design panel will be set up in a way that the cost of running the design panel, including staff time, and panel member fees are recovered through a charge to the users of the service e.g. developers submitting schemes for review by the design panel. The users of the panel will include external developers and their design teams, and teams within the council (such as Regeneration, Planning Policy, Traffic and Transportation). The charges will be consistent and published on the website alongside a guide to the Panel for potential users. For unique cases (longer reviews or joint reviews for neighbouring schemes), the team will work up a price for the user based on identified costs.
- 6.2 Information detailing the related fees and costs associated with the Panel are included within Part 2 of this report.

## **7. ALTERNATIVE OPTIONS CONSIDERED**

- 7.1 The Council could decide to not set up a design review panel. However, this would not accord with the wording of the NPPF that states that local planning authorities should have local design review in place. In addition, the Council would run the risk of being unfavourably compared to other London Boroughs that have set up their own Panel arrangements. The Council would also forgo the opportunity to benefit from independent, expert advice from a wide variety of recognised industry professionals.
- 7.2 Using the Design Council CABE design review service or alternative run by an external partner was considered. However, the costs and limited opportunity to influence the fee structure, calibre of panel members and control of schemes reviewed were considered as less favourable than setting up a local design review panel where the role and functioning of the Panel can be tailored to reflect the specific development needs and issues within Enfield.

## **8. REASONS FOR RECOMMENDATIONS**

- 8.1 The National Planning Policy Framework states that local planning authorities *"should have local design review arrangements in place"*. Although Enfield has been able to call upon external providers from time to time to provide a design review service for major regeneration schemes, these arrangements are relatively informal and undertaken on an ad-hoc basis. Establishing a local Design Review Panel will enable flexibility in service offer, allow design review to take a holistic view of development across the borough.
- 8.2 Enfield is experiencing unprecedented levels of growth and this is increasing development pressure and impact on the quality of the environment. The

establishment of a Design Review Panel will help the Council achieve high quality, sustainable design outcomes from new development to contribute towards ensuring Enfield becomes a better place to live and work.

## **9. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES, AND OTHER DEPARTMENTS**

### **9.1 Financial Implications**

- 9.1.1 This report seeks approval to set up and run a design review panel for Enfield. It sets out the case for establishing a local design review panel to help guide and advise on new developments proposed across the borough and proposes a model for running a Panel based on best practice and existing Panels successfully operating elsewhere. The Panel will contribute to meeting the Council's ambitions as set out in its Business Plan (2016-18) and provide additional strength and clarity to decision making processes within the Planning Service.
- 9.1.2 The Design Panel will be a paid for service, fees will be included for as part of the pre-app charging regime and project briefs for regeneration and design related work across Council services where necessary. The service will be set up in a way that the cost of running the design panel, including staff time, and panel member fees are recovered through a charge to the users of the service.
- 9.1.3 The charges will be consistent and published on the website alongside a guide to the Panel for potential users. For unique cases (longer reviews or joint reviews for neighbouring schemes), the team will work up a price for the user based on identified costs.
- 9.1.4 Any surplus income generated by the Design Panel is retained for the purposes of delivery of a design framework for the borough.

Associated costs and income projections are summarised below.

Summary	Cost Per Annum	Income Per Annum	Running Surplus/Deficit
FY 2017/18 (Nov - March)	£19,520	£20,000	£481
FY 2018/19	£96,940	£120,000	£23,061
FY 2019/20	£108,431	£144,000	£35,569
FY 2020/21 (One Quarter)	£16,290	£36,000	£19,710

Summary	Cumulative Cost	Cumulative Income	Running Surplus/Deficit
FY 2017/18 (Nov - March)	£19,520	£20,000	£481
FY 2018/19	£116,459	£140,000	£23,541
FY 2019/20	£224,890	£284,000	£59,110
FY 2020/21 (One Quarter)	£241,180	£320,000	£78,820

9.1.5 The service will be run for a period of 2 years from the date of launch, with a review and refresh undertaken as necessary at the end of this period.

## 9.2 Legal Implications

9.2.1 The Council has a general power of competence under section 1(1) Localism Act 2011 to do anything that individuals may do, provided it is not prohibited by legislation and subject to Public Law principles. The recommendations within this report are in accordance with these powers.

9.2.2 The Council has a power under section 93 Local Government Act 2003 to charge for discretionary services provided that the recipient of the services agrees to their provision and, taking one financial year with another, the income from charges does not exceed the costs of provision.

## 9.3 Property Implications

9.3.1 Design Panels have been in operation in a number of London Boroughs and elsewhere and are now an established response to the Government's drive to improve design quality in new development. The value of the process is that the Panel is independent and can draw on professional expertise from both private and public sectors. It is intended that the Panel will form a key component in the pre-application procedures for development projects. Although it is aimed principally at larger schemes, small sensitive sites may also benefit from Panel input.

9.3.2 The procedures add another layer of scrutiny in the process to secure planning permission. It will place an additional requirement on larger corporate projects, including housing and other regeneration schemes, the redevelopment of Council property, and, where relevant, the planning and design briefs for the sale of land and buildings in Council ownership.



However, it is recognised that the early involvement of the Panel provides the opportunity for independent design advice, often benefitting from the experience of development projects elsewhere, and other guidance. This has the potential to assist development projects and to reduce the risk of delay at later stages of the application process, thereby proving cost effective overall and not necessarily impacting on delivery timescales.

- 9.3.3 The proposed charges on applicants (including the Council) will form an additional cost to the pre-application fees, but are comparable to the charges made by other Councils, and represent a relatively small element in the costs of preparing and submitting a planning application for a major development. The benefits of early independent review may well avoid abortive design costs at a later stage, and are likely to assist and inform decision making at Committee. A review of the operation of the Panel after a two year period is welcomed to monitor and audit the operational and other benefits as part of the pre-application process.

## **10 KEY RISKS**

- 10.2 There is a risk that a lack of interest from the design community to be part of the Panel may dilute its quality and standing. To mitigate this, well-known and industry leaders will be recruited to the role of design panel chair/s with all panel member recruitment advertised within recognised industry publications.
- 10.3 A lack of take up in the service could create negative reputational and financial consequences for the Council. To address this, the Panel can be given a high-profile web presence, with clear guidance and promotional material explaining the benefits and added value of design review. It is also noted that a benchmarking exercise has been undertaken to assess the likely demand for the service based on similar Panels operating in Greater London. The Development Management service can also promote the Panel to applicants as a mechanism to help bring greater certainty to the planning process, and conversely, to ensure that schemes of poor design quality are escalated to the Panel for greater scrutiny.
- 10.4 Any delays that could be brought about through involvement of the Panel in the development process can be addressed through the clear communication of the process, to ensure users can effectively build the review process into project programmes and to give flexibility in the timing of Panel meetings by scheduling sufficient Panel meeting dates at least 6 months in advance to account for variation in project timescales.

## **11 IMPACT ON COUNCIL PRIORITIES**

### **11.1 Fairness for All**

The Enfield Design Panel will review development proposals across the borough, allowing for a holistic approach to be taken to new development. The Panel will also be able to take a long-term view to achieving design quality and provide a consistency in approach. .

### **11.2 Growth and Sustainability**

The Panel will ensure that design is considered alongside targets for housing delivery, jobs and employment and community infrastructure across the borough, promoting development that improves the quality and functionality of neighbourhoods across Enfield, making the most of opportunities for sustainable growth and focusing design outcomes where they will bring greatest benefit. In addition, natural assets, in particular the wealth of landscape in Enfield will be a critical consideration of the Panel and this will contribute towards the preservation and enhancement of biodiversity, and support creation of new sustainable landscapes.

### **11.3 Strong Communities**

The Panel will support a network of local destinations, each with distinctive purpose of place and character – not only will this promote civic pride, but also support and reinforce local movement patterns to enhance walkability across the borough.

The regeneration of neighbourhoods will be considered in design terms, so the existing character of places and communities can be considered as being at the centre of all development proposals.

## **12 EQUALITY IMPACT IMPLICATIONS**

12.1 By championing a proactive and inclusive approach to design, the Panel will be in a position to take a leadership role in shaping how places change and grow, in a way that will prioritise redressing spatial inequalities across neighbourhoods within Enfield.

12.2 In addition, the Panel will be able to advise applicants and design teams on how to best achieve an inclusive design process; for example, through appropriate consultation with resident and special interest groups, and the preparation of an Equalities Impact Assessment at an early stage of the design and development process.

## **13 PERFORMANCE MANAGEMENT IMPLICATIONS**

13.1 The Panel will be reviewed regularly - a review cycle of 2 years is reasonable, unless major policy changes in other business areas, require more frequent review.

13.2 Enfield Design Panel will ensure that the principles set out in the emerging Local Plan, Growth Vision and Design Framework are met across the range of developments in Enfield. The Panel will use the Design Framework and Meridian Water Placebook to advise and hold to account, Enfield leadership, project teams and partners, and help them uplift the quality of design outcomes.

## **14 HR IMPLICATIONS**

- 14.1 Recruitment to the Panel will be done through an open recruitment process following the Council's HR recruitment policies and procedures. The Panel Chair and Members will be contracted to the Council for the duration of their term on the Panel, which will be a maximum 2 year period.

## **15 PUBLIC HEALTH IMPLICATIONS**

- 15.1 The Panel will promote best practice design outcomes that will help create healthy neighbourhoods that encourage:

- Walking and cycling
- Use of public transport
- Easy access of high quality open spaces, and other natural assets like the River Lee

### **15.2 Background Papers**

*Appendix 1 – Enfield Place and Design Quality Panel Terms of Reference*



## **Appendix 1**

### **Enfield Place and Design Quality Panel Terms of Reference**

#### **1.0 PANEL OBJECTIVES**

- 1.1 The Enfield Place and Design Quality Panel will provide expert advice to the Council on the placemaking, urban design quality and sustainable design approaches of major new developments, regeneration programmes, policies, briefs and guidance within Enfield.
- 1.2 The Panel's aim is to support well-designed, sustainable buildings and public spaces.
- 1.3 The Panel will review pre-application schemes and encourage applicants to bring schemes at their earliest stages of development.
- 1.4 The Panel will consider and comment on major planning applications that have a significant impact on or establish precedent for the borough or have the potential to demonstrate best practice.  
(The final selection of schemes to be agreed with the Panel Chair and Enfield Council).
- 1.5 The Panel will strive to secure design excellence in the built environment for both the public and private sectors and will guide the formulation and delivery of a Design Framework for the borough.
- 1.6 The Panel will offer the opportunity for the review of schemes within the Meridian Water Development Area providing support to the delivery of high design quality and placemaking in the context of the Meridian Water Placebook.
- 1.7 Objective criteria and national best practice will be used as the basis for review and include:
  - Design Review (Design Council CABE)
  - National Planning Policy Guidance
  - Lifetime Homes
  - BRE Daylight and Sunlight Standards
  - Building for Life, CABE/House Builders Federation
  - Manual for Streets
  - The Design Companion for Planning and Placemaking (UDL/TfL 2017)
  - Tall Buildings – Historic England Advice Note 4 (2015)
  - Healthy Streets for London (2017)
  - BRE Environmental Assessment Method (BREEAM)
  - The London Plan (2016)

- Draft Mayor's Transport Strategy (2017)
- Enfield Core Strategy (2010)
- Enfield Development Management Document (2014)

1.8 The Place and Design Quality Panel's role will be in an advisory capacity to the Council and has no statutory function. The advice given by the Panel will be a material consideration in the Council's statutory planning function in determining planning applications and adopting planning policy.

## 2.0 PANEL ADMINISTRATION

2.1 Enfield Council's Urban Design Officers in the Planning Service will facilitate the Panel, providing direct support to the Chair. The Place and Design Quality Panel will meet every 3/4 weeks (or as required) with the agenda agreed by the Chair and Council in advance. Dependant on the nature of the scheme to be reviewed, the Panel meeting will be held as either a Design Workshop, Design Review, or Desktop Meeting as appropriate to ensure the best use of resources. Meeting dates and attendance on the panel will be agreed annually.

## 2.3 Attendance

The Panel meetings will be attended by the following:

- The Chair and Panel members (typically 3 members per meeting drawn from a larger, multi-disciplinary group – see below).
- When relevant, Historic England and Enfield Conservation Advisory Group representatives.
- Relevant representatives of Enfield Council.
- Scheme Architect and Applicant (plus other members of their design team).
- Enfield Council's Cabinet Member for Economic Regeneration and Business Development or representative will also be in attendance as an observer.

## 2.4 Panel membership

Membership of the panel will include the following core disciplines:

- Urban designers/Urbanists
- Architects
- Landscape architects, public realm consultants
- Conservationists
- Sustainability specialists
- Access advisors

The Urban Design Panel may need to draw on the following related fields:

- Archaeologists
- Developers
- Engineers
- Public Art consultants
- Surveyors/economists
- Transport planning/Highway engineers

The following organisations will also be invited to provide representation on the group:

- Historic England
- Greater London Authority
- Transport for London

- 2.5 There will be an Annual Meeting to bring all Panel Members together to review and monitor the impact of the Panel. This will enable new member induction and provide opportunities for training and updating Panel members on progress.

### 3.0 FORMAT OF PANEL SESSIONS

- 3.1 Each scheme presented to the Panel will be scheduled for review at one of the following meetings based on its relative size, complexity, and stage of development:

#### 3.2 Design Workshop

- Using methods like mentoring, workshops, guidance and best practice examples, at early stages of project development, to explore project aims and outcomes, and challenge assumptions. A workshop can be tailored to the individual needs of the project and stage of design development.

#### 3.3 Design Review

- An independent assessment of a given scheme, one hour in total, with the first 20 minutes allocated to the architect and client team to make a formal presentation to describe their proposal.

#### 3.4 Desktop Meeting

- Desktop meetings will be brief, but include thorough consideration of the design aspects of planning applications and other related issues.

- 3.5 Where necessary, in the case of a Design Workshop or Review, the Panel may undertake a site visit prior to the meeting to gain a better understanding of the proposals and wider context. The need for a site visit will be agreed between the Chair and Enfield Council prior to the meeting date. Attendees for the site visit will consist of the Panel and an Urban Design Officer to assist the Chair in facilitating the visit. Any request received for attendance from other interested parties at the site visit will be considered by the Chair on a case by case basis.
- 3.6 The Panel will send out their comments in a letter by email two weeks after the Panel meeting. In the case of projects which are in the public domain (i.e. if they are the subject of a planning application or are being publicised by the promoters) the Panels comments will be published on the Enfield Council website ([www.enfield.gov.uk](http://www.enfield.gov.uk)) and the Council will make the Panel's view known to those who ask, including the press and media.
- 3.7 Where schemes are at a pre-application stage, and subject to commercial confidentiality, information will not be published. If this is the case the reason for confidentiality will be stated on the web.