

MUNICIPAL YEAR 2019/2020 REPORT NO.

ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

OPERATIONAL DECISION OF:

Director
Property & Economy

Agenda – Part: 1

KD Num: 5037

**Subject: Beech Barn Farm Replacement
of Agricultural Shed – Contract Award**

**Cabinet Member consulted:
Cllr Mary Maguire Cabinet Member for
Finance and Procurement**

Contact officer and telephone number: Keith Milne 0208 379 3349

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1. EXECUTIVE SUMMARY

- 1.1 The Corporate Capital Condition Programme (CCCP) 2019/20 Cabinet report dated 17th July 2019 approved funding of £1.5m for a programme of capital **condition works to the corporate property portfolio.**
- 1.2 This report seeks approval to award a contract to “Contractor A” for Beech Barn Farm Replacement of Agricultural Shed and approval for scheme expenditure, funded from the CCCP 2019/20.
- 1.3 Under the terms of the tenancy with the present tenant governed by the Agricultural Holdings Act 1986, the Council has a legal obligation to replace Beech Barn Farm Agricultural Shed

2. RECOMMENDATIONS

- 2.1 To approve the contract award to “Contractor A” relating to construction works for Beech Barn Farm Replacement of Agricultural Shed as further detailed in Part 2 of this report.
- 2.2 To approve total expenditure relating to construction works for Beech Barn Farm Replacement of Agricultural Shed as detailed in Part 2 of this report.

3. BACKGROUND

3.1 An existing agricultural shed on the farm was demolished due to it becoming structurally dilapidated and beyond economic repair.

3.2 Planning approval is not required.

4. ALTERNATIVE OPTIONS CONSIDERED

Various locations within the farm site were investigated to determine the siting of the agricultural shed that would provide the best operational use and cost-effective solution for the project. The cost stated is for the best operational use and cost effectiveness. The design has been value-engineered to ensure the most cost-effective solution.

5. REASONS FOR RECOMMENDATIONS

5.1 The tender from Contractor "A" is compliant and is the most economically advantageous tender.

5.2 The design has been value-engineered to ensure the most cost-effective solution.

5.3 Refer to Part 2 for further details.

5.4 Under the Under the terms of the tenancy with the present tenant which is governed by the Agricultural Holdings Act 1986, the Council has a has a legal obligation to replace Beech Barn Farm Agricultural Shed as part of the tenancy agreement with the tenant farmer.

5.5 Subsequent to the original tenders received as noted in item 4.2.2 of the part 2 report the Consultant Quantity Surveyor Stace LLP were instructed by London Borough of Enfield to approach the lowest tenderer, consistent with clause A30/146 (Negotiations with the Lowest Tenderer), to price a further tender option.

6. COMMENTS FROM OTHER DEPARTMENTS

6.1 Financial Implications

6.1.1 The expenditure is funded from the Corporate Capital Condition Programme (CCCP) 2019/20. Refer to Part 2 for further details.

6.1.2 Property Services have been consulted on this and fully support the construction of a replacement barn.

6.1.3 The farm is leased out on an Agricultural Holdings Act lease which places a certain obligation on the Council as Landlord for a range of repairs. The original barn had to be demolished by the Council as a

result of structural failure and to remove Corporate Landlord Liabilities which was part caused by lack of investment and maintenance by the Council as Landlord. The original barn was in regular use up until demolition and it has been necessary for the Council to fund the rental of alternative barn facilities for the tenant farmer in order to meet lease obligations.

- 6.1.4 The replacement barn will enable the Council to meet its repairing liabilities as well as ceasing renting alternative facilities.

6.2 Legal Implications

- 6.2.1 The Council has a responsibility to repair / replace the barn under the terms of the tenancy with the present tenant farmer.
- 6.2.2 Section 111 of the Local Government Act 1972 enables local authorities to do anything, including incurring expenditure, borrowing, which facilitate or are conducive or incidental to the discharge of their functions and the Council also has the power under section 1(1) of the Localism Act 2011 to do anything individuals generally 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 that powers.
- 6.2.3 A tender process was undertaken in accordance with CPR 3.7 (Contracts for Construction Works), seeking tenders from 5 pre-approved suppliers, using Constructionline and through the London Tenders Portal, and the Council has conducted the evaluation and award of contract process in a fair, transparent, proportionate and non-discriminatory manner.
- 6.2.4 The Contract Value of this Works contract falls below the threshold for EU Works Contracts under the Public Contracts Regulations 2015 and therefore the full EU procurement procedures do not apply. However, the Council must ensure that it complies with the EU general principles of equality, transparency, proportionality, non-discrimination and mutual recognition when awarding any contract.
- 6.2.5 The Council must comply with all requirements of its constitution and CPRs. Throughout the engagement of Contractor A as a supplier, the Council must comply with its obligations of obtaining best value, under the Local Government (Best Value Principles) Act 1999. Throughout the engagement of Contractor A as a supplier, the Council must comply with its obligations of obtaining best value, under the Local Government (Best Value Principles) Act 1999A, in order to demonstrate that best value has been and will continue to be obtained for the Council.
- 6.2.6 All legal agreements (including all associated documentation) arising from the matters described in this Report must be approved in advance of contract commencement, by the Director of Law and Governance/Legal Services. It is understood that an industry standard JCT Design & Build 2016 is to be the

form of contract as advised by the Surveyors. Contracts whose value exceeds £250,000 are required to be executed under seal and performance security should be considered as the value is under £1 million – CPR 2.18.

6.3 Property Implications

- 6.3.1 Property Services have been consulted on this and fully support the construction of a replacement barn.
- 6.3.2 The farm is leased out on an Agricultural Holdings Act lease which places a certain obligation on the Council as Landlord for a range of repairs.
- 6.3.3 The original barn had to be demolished by the Council as a result of structural failure and to remove Corporate Landlord Liabilities which was part caused by lack of investment and maintenance by the Council as Landlord. The original barn was in regular use up until demolition and it has been necessary for the Council to fund the rental of alternative barn facilities for the tenant farmer in order to meet lease obligations.

7. KEY RISKS

- 7.1 There is a risk that the project will exceed projected timescales for completion. To mitigate this risk, project progress shall be monitored by CMCT. Foreseeable delays will be escalated to enable a timely response. Contractual provisions shall be put in place to help ensure the timely development of this project.
- 7.2 There is a risk that development costs will exceed those projected in this report. Officers will put in place contract and review mechanisms to minimise this risk.
- 7.3 A Project Risk Register is maintained and owned by the Project Board to monitor the above-mentioned risks and escalate accordingly.

8. INTERNAL DEPARTMENT IMPLICATIONS/CONSULTATION

All relevant departments have been consulted and requirements will be complied with.

9. IMPACT ON COUNCIL PRIORITIES – CREATING A LIFETIME OF OPPORTUNITIES IN ENFIELD

- 9.1 **Good homes in well-connected neighbourhoods** - The Corporate Capital Condition Programme (CCCP) invests in operational buildings based on prioritised condition criteria including the replacement of operational buildings, Beech Barn Farm Agricultural Shed. The aim is to prevent building failure and to ensure services to building users and the public are not interrupted.

9.2 Sustain strong and healthy communities - The project contains several environmental improvements which will provide a more efficient and sustainable building.

9.3 Build our local economy to create a thriving place - Capital investment to address poor condition reduces the risk that buildings fall into disrepair and improves the environment for building users and visitors.

10. EQUALITIES IMPACT IMPLICATIONS

Corporate advice has been sought in regard to equalities and an agreement has been reached for approval of the individual projects comprising the Corporate Capital Condition Programme (CCCP), an equalities impact assessment is neither relevant nor proportionate. However it should be noted that the Council has a duty under the Equality Act 2010 to pay due regard to the needs of the protected characteristic groups. This includes ensuring that all public service provision is widely accessible to all users

11. PERFORMANCE AND DATA IMPLICATIONS

Regular monitoring of the project will ensure value for money is obtained and project effective delivery.

12. HEALTH AND SAFETY IMPLICATIONS

The provision of new buildings and structures and the planning and timely maintenance and repair of these Council buildings and associated assets, is fundamental in reducing risks to occupiers and members of the public.

13. PUBLIC HEALTH IMPLICATIONS

Capital investment to address poor and / or dilapidated building condition improve the environment for staff and visitors. There are no significant public health implications.

Background Papers

None.

MUNICIPAL YEAR 2019/2020 REPORT NO.

ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

PORTFOLIO DECISION OF:
The Leader

REPORT OF:
Director of Property and
Economy
Place

Contact officer: Oba Ehiagwina

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Agenda – Part: 1

KD Num: 5022

**Subject: Land Swap between land owned
by London Borough of Enfield (LBE) and
Network Rail (NR) at Meridian Water
Station
Wards: Upper Edmonton & Edmonton
Green**

**Cabinet Member Consulted: Cllr Mary
Maguire**

1. EXECUTIVE SUMMARY

- 1.1 On the 11th of March 2015, the Cabinet approved report No184 (KD4029) to proceed with the investment in the development of new rail infrastructure at Meridian Water which provided for only a basic station design that neither provided for essential 24/7 publicly accessible route over the railway line, nor did it provide for a design in keeping with the high-quality aspirations to encourage investment in Meridian Water for the residential development.
- 1.2 The purpose of this report is to recommend that the Leader authorises the land swap between London Borough of Enfield (LBE) and Network Rail (NR), allowing for the construction of the station stairs that sits on either side of the station which has been built, as either side of the station sits on Enfield land.
- 1.3 The property procedure rules (PPR), does not envisage this sort of situation reported in the body of this report but makes no exceptions.
- 1.4 The report has been written to fulfil the requirements of the PPR, which is that the decision be subject to a report in the name of Director of Property and Economy and approved by the relevant cabinet member.

2. RECOMMENDATIONS

2.1 To approve and authorise the entry into the following documents between the Council and Network Rail:

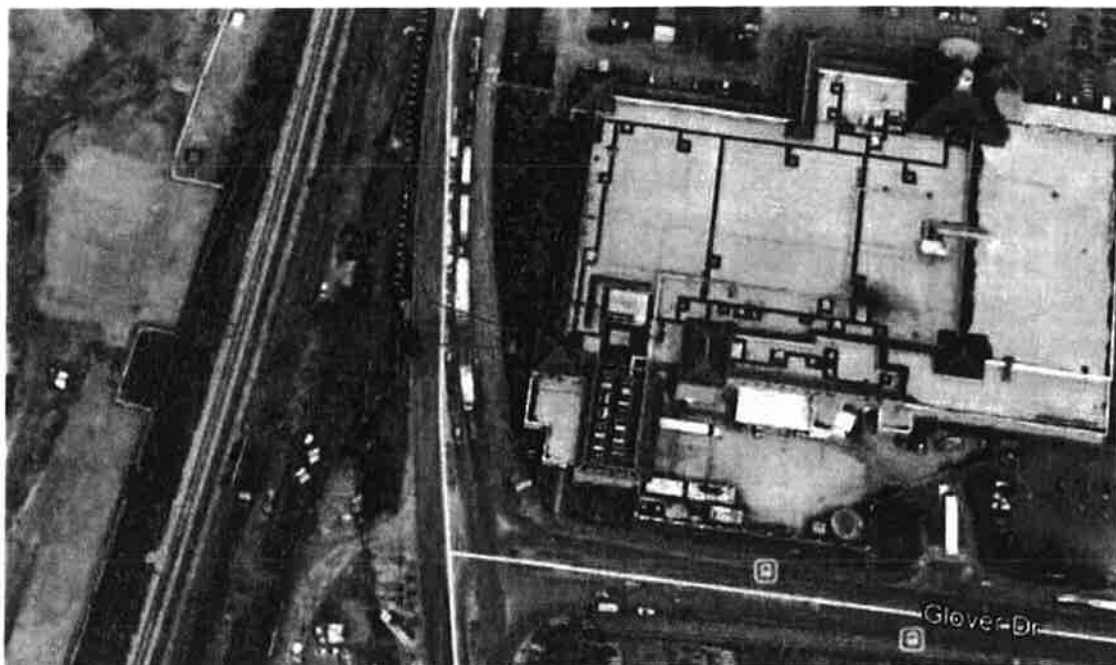
- a.** Transfer of land around the footprint of Meridian Water Station from the Council to Network Rail;
- b.** Transfer of land used for landscaping purposes from Network Rail to the Council
- c.** Lease from Network Rail to the Council
- d.** Emergency access and maintenance easement from the Council to Network Rail; and
- e.** Deed of easement relating to access over the link bridge at Meridian Water Station.

2.2 To delegate authorisation to the authorised legal officer on behalf of the Director of Law and Governance to enter into agreements listed above and any other documents in connection therewith.

3. BACKGROUND

Location

3.1 The location of the property, which comprises 4 parcels of land surrounds the new Meridian Water Station to the east and west. The new Meridian Water Station is located to the immediate west of the A1055, to the north of Leaside Road and to the south of the A406.

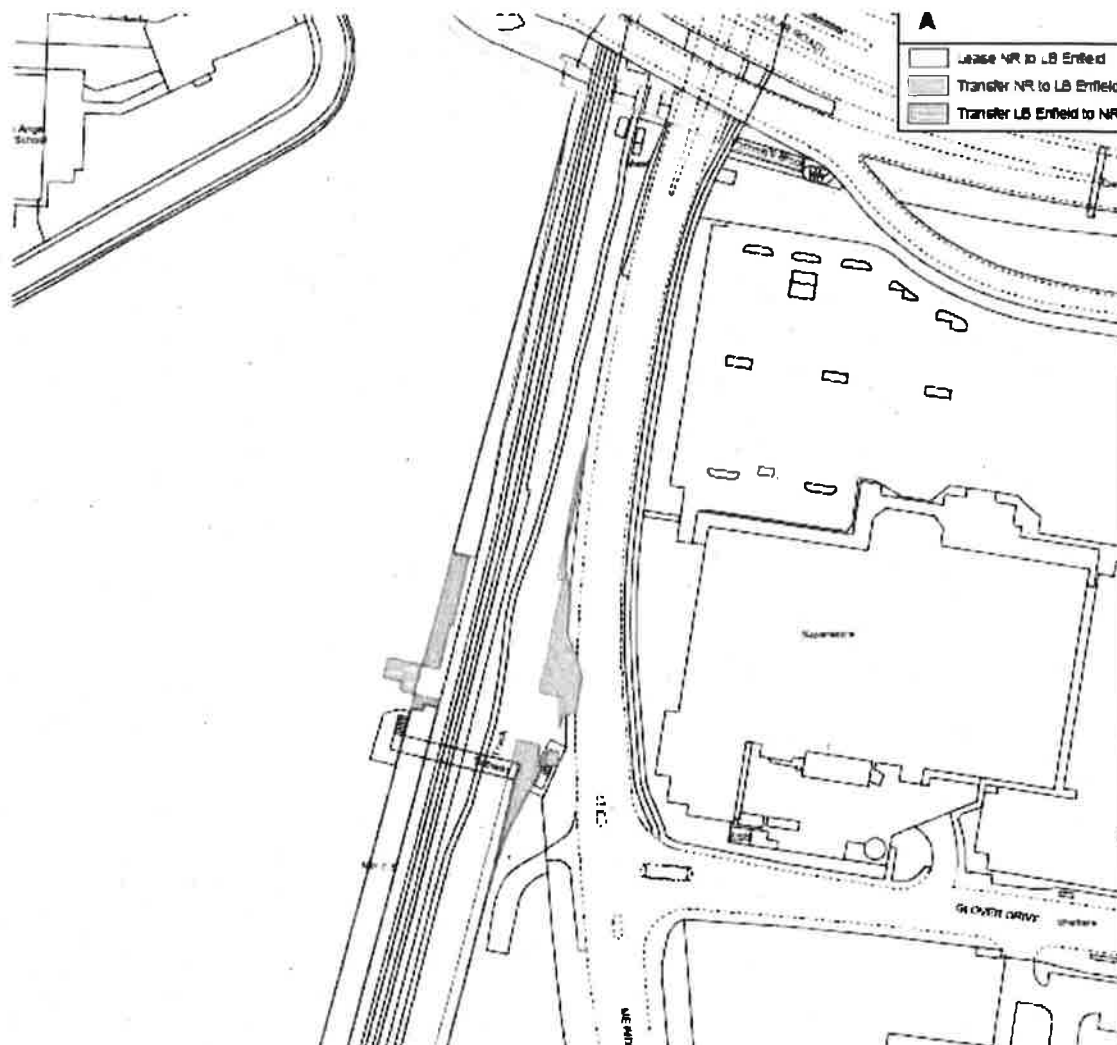


Purpose

- 3.2 In designing and delivering the station it has been necessary for the footprint of the station (responsibility of Network Rail) to encroach on to LBE land and public realm (responsibility of London Borough of Enfield). It is essential that this land swap takes place in order that each party is responsible for the land within its respective demise.
- 3.3 As a result, small parcels of land immediately adjacent to the new Meridian Water Station need to exchange ownership between NR and LBE. In order to comply with public procurement rules, NR appointed Carter Jonas to determine the value of the land to be swapped between the parties (See Part 2 of the report).
- 3.4 It is proposed that the Council enter into the following agreements with Network Rail:
 - a. **Transfer from the Council to NR:-** this is a transfer of land around the footprint of the new Meridian Water Station. It is a transfer of the land hatched red on the plan attached below. There is already a temporary licence of this area in place, granted by the Council to NR.
 - b. **Transfer from NR to the Council:-** the intention is for the land being transferred to be used for landscaping purposes only. The cost of landscaping will be absorbed under the wider estate agency revenue costs. Given the land subject to this transfer is adjoining a railway line (it is of the land hatched blue on the plan attached), there are a number of restrictions on use to reflect this – including retained rights for inspection and maintenance of railway banks, and not to build on the land without NR's prior

approval. Given the proposed use of the land, the Council is prepared to accept the transfer on these terms.

- c. **Lease from NR to the Council:-** this is to be a long lease to the Council, of the land edged blue on 'Plan 6549840' attached. It is important to the Council that this land is maintained, to ensure the general appearance of the development. The cost of maintaining this land will be absorbed under the wider estate agency revenue costs. NR will have the ability to terminate the lease in the event they require it for operational or maintenance purposes.
- d. **Deed of Easement:-** there is a planning requirement for the link bridge at the new station, be kept open 24/7, for public access from one side of the Meridian Water development to the other. This will be secured by way a 'Deed of Easement'. Broadly speaking in overview, this requires (i) both the Council and NR to allow unimpeded public access to the link bridge; (ii) NR to be responsible for cyclical maintenance and repair of the link bridge, keeping it open and lit; (iii) NR responsible for responding to reactive maintenance such as graffiti; (iv) the Council making a contribution to cyclical maintenance (to be reviewed in 2029 and then every subsequent 5-year period); (v) the Council paying NR's cost in relation to reactive maintenance if any damage/graffiti is caused outside of station operation hours (00.00 to 05.30); and (vi) the Council's title and NR's title being subject to a restriction, requiring any disponee to covenant to comply with the obligations.
- e. **Network Rail access easement:-** this is a request for a right of access for NR along two new pathways. One would be an emergency route from the station; the other to allow NR access to maintain the station. One is on foot only, across an "Emergency Accessway", to get to an emergency access gate. The Council could be obliged to provide an access route, but subject to NR being able to move the route, provided it still provides them with a route from the station to public highway.



- 3.5** As part of this swap NR take responsibility for the land and obligations to maintain the new station. Enfield will take responsibility for its new land and the public realm that it has delivered to surround and service the station. Enfield will need to have a maintenance budget for the public realm, but the transfer of land will not adversely or significantly increase the overall budget as they are small compared to the overall public realm at the station and to be delivered at Meridian Water.

Valuation

- 3.6** In accordance with the Council's Property Procedure Rules, it has been agreed by the Council's Property Services department, that the report produced by Carter Jonas on behalf of Network Rail Infrastructure Limited is sufficient for this exercise. The report produced on the 11th of January 2019 and is appended to Part 2 of this report. The land valuation can support the purchase price detailed in the report.

4. ALTERNATIVE OPTIONS CONSIDERED

This section is not required for this report.

5. REASONS FOR RECOMMENDATIONS

- 5.1** The land swap identified in this report has already been exchanged and built on. This was achieved by way of a temporary station licence. This report seeks to address the governance required post-conclusion.
- 5.2** Also see part 2 of the report

6. COMMENTS FROM OTHER DEPARTMENTS

6.1 Financial Implications

See Part 2

6.2 Legal Implications

MD 10 October 2019

- 6.2.1** The Council has a general power of competence under section 1(1) of the Localism Act 2011 to do anything that individuals may do, provided it is not prohibited by legislation and subject to public law principles.
- 6.2.2** The Council also has a specific power under Section 120 of the Local Government Act 1972 to acquire land for the benefit, improvement or development of their area. Section 123 of the same act gives the Council the power to dispose of land held by it in any manner it wishes provided any disposal of land (otherwise than by way of a short tenancy) may not be for a consideration less than the best that can reasonably be obtained. Details of the valuation relied on by the Council to demonstrate compliance with s123 Local Government Act 1972 are set out in this report. The recommendations detailed in this report are in accordance with these powers.
- 6.2.3** The proposed acquisition and disposal must comply with the Council's Constitution including its Property Procedure Rules which set out mandatory procedures regarding (amongst other matters) the acquisition and disposal of property assets. In particular, the Council must comply with the rules on off-market disposals set out in paragraph 14 of the Property Procedure Rules. In accordance with that rule, this Report contains justification for the disposals as being in the best interest of the Council and written advice, including a market value, has been obtained from an external registered valuer. The Property Procedure Rules (Rule 24) require valuations to be dated no more than 6 months prior to completion of the proposed acquisition/disposal. It is noted that the valuation prepared in relation to this transaction is dated January 2019.

6.2.4 The expenditure committed by the Council in consequence of the subject matter of this report will exceed the Key Decision threshold of £250,000. The Council must therefore comply with the Key Decision procedure set down in its constitution.

6.2.5 All legal agreements arising from the matters described in this report must be approved by Legal Services on behalf of the Director of Law and Governance.

6.3 Property Implications

6.3.1 Strategic Property Services (SPS) supports the Meridian Water Station place making initiative and understands that the Council are in a contractual relationship with Network Rail in terms of contributions to essential infrastructure to access the station

6.3.2 We know that this disposal is subject to Property Procedure Rules, but the Land Swap is Nil Value, therefore at no cost to the Local Authority. The market valuer's report is appended to this report.

6.3.3 As this report is only seeking authority for the already completed land swap there are no direct property implications arising at this stage.

6.3.4 SPS have assumed that future revenue expenditure on maintaining key public realm improvements have either been included within budget costings reported to Members or they are not applicable as Network Rail are assuming future responsibility for these costs going forward.

6.3.5 SPS also assume that all contributions to essential infrastructure, such as here, are included and accounted for within the overall viability model for Meridian water.

6.3.6 The Local authority is currently working on a new estate management strategy and is aware of the land swap that has taken place between NR & LBE. Any cost for the maintenance of the public realm will include the portion of land inherited by LBE.

6.3.7 The Justification for the land swap was in the best interest for the Council, as swapped land was necessary to built part of the station's infrastructure, which is of strategic importance.

6.3.8 PPR requires the valuation report for the land swap to be no older than six months, factors taken into consideration at the time of the valuation remains unchanged.

6.4 Procurement Implications - *Procurement Implications provided by Peter Alekkou on 23rd September 2019.*

No procurement implications required as the land swap including the disposition of land and the new agreements to lease are subject to the

Property Procedure Rules and do not fall within the scope of the Contract Procedure Rules.

7. KEY RISKS

No risk to consider as the stairs to the east and west side of the station have already been built on the land.

8. IMPACT ON COUNCIL PRIORITIES – CREATING A LIFETIME OF OPPORTUNITIES IN ENFIELD

8.1 Good homes in well-connected neighbourhoods

The recommendations in this report do provide the authority to vary the existing contract to finalise the strategic vision of the local authority to complete the public realm place making. The construction of these key pieces of infrastructure will unlock new housing development in Meridian Water.

8.2 Sustain strong and healthy communities

The scope of works does include several green spaces linking up with existing green spaces in the area and thereby enhancing the value of the local green infrastructure. Next design stages of the strategic infrastructure will give full consideration as to how the proposed works can contribute to the health and wellbeing of the existing and future communities in the area.

8.3 Build our local economy to create a thriving place

The delivery of strategic road and flood alleviation works will unlock the Meridian Water area and significantly increase accessibility of the site, especially by public transport. It is expected that increased accessibility will support local businesses, as well as attract new jobs and business growth in the area supporting Enfield residents and the local economy.

9. EQUALITIES IMPACT IMPLICATIONS

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. However, it should be noted that the 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 AND DATA IMPLICATIONS

Authorising the Land Swap will mean that part of the Council's aims and objective will be met with regards to the Meridian Water Project.

11. PUBLIC HEALTH IMPLICATIONS

There are no major public health implications from this report apart from that adding stairs to the station will encourage physical activity and reduce energy consumption in lifts.

Background Papers

- **Appendix 1** 'DEED OF EASEMENT Plan (Point C) – Emergency Evacuation': plan for the initial emergency evacuation route.
- **Appendix 2** 'Plan 6549840': plan for the transfer to the Council, lease to the Council, and transfer to Network Rail.
- **Appendix 3** 'Deed of Easement Plan 1' and 'Deed of Easement Plan 2': plans for the easement for Network Rail maintenance obligations for the link bridge.

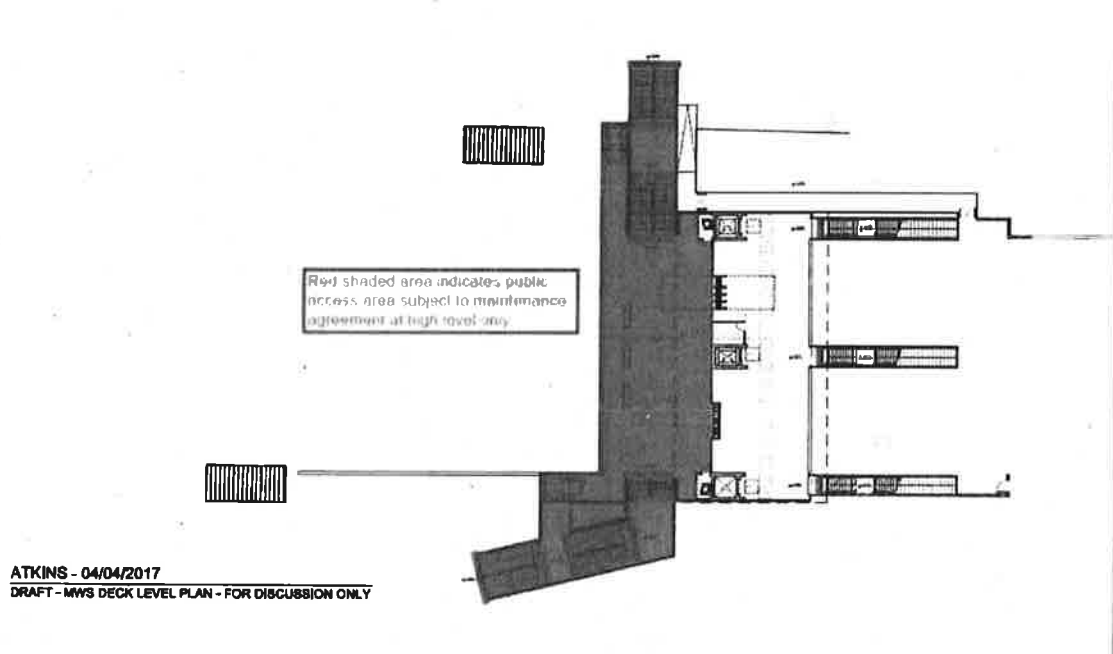
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Land Information Network

ANGEL ROAD
MERIDEN WATER, ENFIELD
PROPOSED LAND OWNERSHIP

13 Dec 2018 CH

- **Appendix 3:** 'Deed of Easement Plan 1' and 'Deed of Easement Plan 2': plans for the easement for Network Rail maintenance obligations for the link bridge.



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Meridian Water

MERIDIAN WATER STATION
LAND BOUNDARY

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THIS DESIGN IS AT NIP AND THE
STATION LAYOUT OUTLINES HAS BEEN
DESIGNED TO BE IN ACCORDANCE WITH
THE NIP INITIATIVE



