

## MUNICIPAL YEAR 2019/2020 REPORT NO.

**MEETING TITLE AND DATE:**

**REPORT OF:**

Executive Director of  
People

**Agenda – Part: 1**

**Item:**

**Subject: Initiation of a tender process for a  
*Visual Impairment Outreach Service for  
Children and Young People aged 0-25  
years***

**Wards: All wards  
Key Decision No: KD5000**

**Cabinet Member consulted: Director  
Decision**

Contact officer and telephone number: Caroline Fanning  
E mail: [caroline.fanning@enfield.gov.uk](mailto:caroline.fanning@enfield.gov.uk)

### **1. EXECUTIVE SUMMARY**

- 1.1 Following the decision to tender the Visual Impairment Outreach Service for Children and Young People, approval is sought to award the contract to Joseph Clarke Educational Service.

### **2. RECOMMENDATIONS**

- 2.1 That the Executive Director of People approves the appointment of Joseph Clarke Educational Service to provide this service.

### **3. BACKGROUND**

- 3.1 Providing an educational support service for children and young people with a visual impairment is a statutory obligation under the Children and Families Act 2014 and the Equality Act 2010. The Visual Impairment Outreach Service will meet this requirement.
- 3.2 The Service will be provided for children and young people aged 0-25 years. The current (July 2019) number of Enfield children and young people using this service is 169.

- 3.3 The Service will provide resources and training to empower schools, colleges and Enfield's Schools and Children's Services Department, to meet the needs of visually impaired children and young people.
- 3.4 The Service will provide specialist support that enables children and young people with special educational needs relating to vision loss, to realise their potential and achieve maximum independence, improving their learning and life outcomes.
- 3.5 The Service will support all visually impaired babies, children and young people to develop communication and learning strategies appropriate to individual needs, improving access to the curriculum.
- 3.6 The Service will complement the medical and clinical provision available to support visually impaired children and young people.
- 3.7 The Service falls under the Light Touch Regime of the Public Contracts Regulations 2015.
- 3.8 Funding for this service is provided via the Dedicated Schools Grant.
- 3.9 The Procurement and Commissioning Hub advised on the processes for tender advertisements, service documentation, evaluation and final report.
- 3.10 The start date for the contract will be 1<sup>st</sup> April 2020. The contract will run for 3+1+1 years.

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

- 4.1 There were no alternative options to tendering externally, as the Council is currently unable to provide such an extensive specialist service.

#### **5. REASONS FOR RECOMMENDATIONS**

- 5.1 This Service will provide specialist support that enables children and young people with special educational needs relating to vision loss, to realise their potential and achieve maximum independence, improving their learning and life outcomes. The Service will also ensure that the Council meets its statutory requirements for children and young people with a sensory impairment.

#### **6. COMMENTS FROM OTHER DEPARTMENTS**

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

Financial Implications are shown within Part 2 of this report.

## **6.2 Legal Implications**

6.2.1 Providing an educational support service for children and young people with a visual impairment is a statutory obligation on the Council under the Children and Families Act 2014 and the Equality Act 2010

6.2.2 Section 111 of the Local Government Act 1972 includes the power to do anything ancillary to, incidental to or conducive to the discharge of any of its statutory functions. Therefore, the appointment of the service provider to assist the Council is in accordance with the above powers.

6.2.3 In addition, the Council has the power under s.1(1) Localism Act 2011 to do anything that individuals generally may do provided it is not prohibited by legislation and subject to Public Law principles. There is no express prohibition, restriction or limitation contained in a statute against use of the power in this way.

6.2.4 In accordance with Rule 3 of the Council's Contract Procedure Rules (CPRs), due to service falling under the Light Touch Regime services in the Public Contracts Regulations 2015, as educational services, and due to the estimated value of the contract, the Council is not required to undertake a full OJEU procurement in accordance with the Public Contracts Regulations 2015. Under Rule 3 of the CPRs required to obtain a minimum of five written comparable quotes as part of the procurement process. The procurement exercise must be carried out in accordance with a formal tender process through the London Tenders Portal and that the selection process must be fair, transparent, proportionate and non-discriminatory and must ensure value for money in accordance with the overriding Best Value Principles under the Local Government Act 1999.

6.2.5 This Report constitutes a Key Decision, and the Key Decision procedure must be followed. Once approved, the decision will be subject to the usual five-day call-in period.

6.2.6 The form of contract must be approved in advance of contract commencement by Legal Services on behalf of the Director of Law and Governance.

6.2.7 The contract shall be sealed by Legal Services on behalf of the Council (CPR 17.3).

*Legal implication provided by O. Danova on 30/09/19. Updated by E.M. on 27/01/20.*

### **6.3 Procurement Implications**

- 6.3.1 Any procurement must be undertaken in accordance with the Councils Contract Procedure Rules (CPRs) and the Public Contracts Regulations (2015).
- 6.3.2 The award of the contract, including evidence of authority to award, promoting to the Councils Contract Register, and the uploading of executed contracts must be undertaken on the London Tenders Portal including future management of the contract.
- 6.3.3 All awarded projects must be promoted to Contracts Finder to comply with the Government's transparency requirements.
- 6.3.4 The business case came to the P&C Review Board on the 10<sup>th</sup> September 2019, where all options were discussed. The route to market will be via Quick Quote procedure, applying 'light touch' regime of the Public Contracts Regulations 2015, with the aim to go live 1<sup>st</sup> April 2020. The term will be 3+1+1
- 6.3.5 It is expected that any decision to go back to the market, will be done in time to carry out a compliant procurement.
- 6.3.6 it is expected that the contract will be managed to ensure that it meets the statutory provision as a minimum.

*Implications provided by C E Reilly 23012020*

## **7. KEY RISKS**

- 7.1 The competitive nature of the tender process may have resulted in a change of service provider. TUPE information was included within tender documentation, and sufficient notice built into the tender process to enable alternative arrangements should there be a change to delivery.
- 7.2 The timescale for the tendering process, whilst achievable, was limited. The incumbent provider has agreed to continue the service until the completion of the tendering and award process, to ensure continuity of the service should the provider change.

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

### **8.1 Sustain strong and healthy communities**

- 8.1.1 The Service will provide specialist support that enables children and young people with special educational needs relating to visual impairment, to realise their potential and achieve maximum independence, improving their learning and life outcomes, and helping them to contribute to the local community and workforce.

## **8.2 Build our local economy to create a thriving place**

- 8.2.1 The Service will provide children and young people with the opportunity to reach their potential through access to education, thereby reducing inequality and helping to enable more opportunity for training and employment.

## **9. EQUALITIES IMPACT IMPLICATIONS**

- 9.1 A predictive Equalities Impact Assessment has been completed. No negative impacts have been identified. This Service will comply with diversity and equal opportunities requirements.

## **10. PERFORMANCE AND DATA IMPLICATIONS**

- 10.1 This Service will ensure the Council meets statutory requirements under the Children and Families Act 2014 and the Equality Act 2010. Termly reports will be provided to the Council by the Service, to enable monitoring of requested outcomes.

## **11. PUBLIC HEALTH IMPLICATIONS**

- 10.1 The Service will help ensure that the health and wellbeing of service users is addressed by ensuring timely access to a visual impairment outreach service that includes provision of equipment and aid to children and young people, as well as additional training for educational establishments to help children and young people's learning ability, whilst also helping to develop their social and communication skills.

## **Background Papers**

No background papers are included in this report.



## MUNICIPAL YEAR 2019/2020 REPORT NO.

### MEETING TITLE AND DATE:

### REPORT OF:

Executive Director of  
People

#### Agenda – Part: 1

#### Item:

**Subject: Agreement to award contract for a Hearing Impairment Outreach Service for Children and Young People aged 0-25 years**

**Wards: All wards**

**Key Decision No: KD4966**

**Cabinet Member consulted: Director Decision**

Contact officer and telephone number: Caroline Fanning  
E mail: caroline.fanning@enfield.gov.uk

### 1. EXECUTIVE SUMMARY

- 1.1 Following the decision to tender the Hearing Impairment Outreach Service for Children and Young People, approval is sought to award the contract to the London Borough of Haringey Sensory Impairment Team.

### 2. RECOMMENDATIONS

- 2.1 That the Executive Director of People approves the appointment of the London Borough of Haringey to provide this service.

### 3. BACKGROUND

- 3.1 Providing an educational support service for children and young people with a hearing impairment is a statutory obligation under the Children and Families Act 2014 and the Equality Act 2010. The Hearing Impairment Outreach Service will meet this requirement.
- 3.2 The Service will be provided for children and young people aged 0-25 years. The current (July 2019) number of Enfield children and young people using this service is 260.

- 3.3 The Service will provide resources and training to empower schools, colleges and Enfield's Schools and Children's Services Department, to meet the needs of hearing-impaired children and young people.
- 3.4 The Service will provide specialist support that enables children and young people with special educational needs relating to hearing loss, to realise their potential and achieve maximum independence, improving their learning and life outcomes.
- 3.5 The Service will support all deaf and hearing-impaired babies, children and young people to develop communication and learning strategies appropriate to individual needs, including the use of spoken language and sign language, improving access to the curriculum.
- 3.6 The Service will complement the medical and clinical provision available to support hearing impaired children and young people.
- 3.7 The Service falls under the Light Touch Regime of the Public Contracts Regulations 2015.
- 3.8 Funding for this service is provided via the Dedicated Schools Grant.
- 3.9 The Procurement and Commissioning Hub advised on the processes for tender advertisements, service documentation, evaluation and final report.
- 3.10 The start date for the contract will be 1<sup>st</sup> April 2020. The contract will run for 3+1+1 years.

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

- 4.1 There were no alternative options to tendering externally, as the Council is currently unable to provide such an extensive specialist service.

#### **5. REASONS FOR RECOMMENDATIONS**

- 5.1 This Service will provide specialist support that enables children and young people with special educational needs relating to hearing loss, to realise their potential and achieve maximum independence, improving their learning and life outcomes. The Service will also ensure that the Council meets its statutory requirements for children and young people with a sensory impairment.

#### **6. COMMENTS FROM OTHER DEPARTMENTS**

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

Financial Implications are shown within Part 2 of this report.

## **6.2 Legal Implications**

- 6.2.1 Providing an educational support service for children and young people with a hearing impairment is a statutory obligation on the Council under the Children and Families Act 2014 and the Equality Act 2010.
- 6.2.2 Section 111 of the Local Government Act 1972 includes the power to do anything ancillary to, incidental to or conducive to the discharge of any of its statutory functions. Therefore, the appointment of the service provider to assist the Council is in accordance with the above powers.
- 6.2.3 In addition, the Council has the power under s.1(1) Localism Act 2011 to do anything that individuals generally may do provided it is not prohibited by legislation and subject to Public Law principles. There is no express prohibition, restriction or limitation contained in a statute against use of the power in this way.
- 6.2.4 In accordance with Rule 3 of the Council's Contract Procedure Rules (CPRs), due to service falling under the Light Touch Regime services in the Public Contracts Regulations 2015, as educational services, and due to the estimated value of the contract, the Council is required to undertake a full OJEU procurement in accordance with the Public Contracts Regulations 2015. This has been confirmed by P&C Hub. The procurement exercise must be carried out in accordance with a formal tender process and that the selection process must be fair, transparent, proportionate and non-discriminatory and must ensure value for money in accordance with the overriding Best Value Principles under the Local Government Act 1999.
- 6.2.5 This Report constitutes a Key Decision, and the Key Decision procedure must be followed. Once approved, the decision will be subject to the usual five-day call-in period.
- 6.2.6 The form of contract must be approved in advance of contract commencement by Legal Services on behalf of the Director of Law and Governance.
- 6.2.7 The contract shall be sealed by Legal Services on behalf of the Council (CPR 17.3).

*Legal implication provided by O. Danova on 30/09/19. Updated by E.M. on 27/01/20.*

## **6.3 Procurement Implications**

- 6.3.1 Any procurement must be undertaken in accordance with the Councils Contract Procedure Rules (CPRs) and the Public Contracts Regulations (2015).
- 6.3.2 The award of the contract, including evidence of authority to award, promoting to the Councils Contract Register, and the uploading of executed contracts must be undertaken on the London Tenders Portal including future management of the contract.
- 6.3.3 All awarded projects must be promoted to Contracts Finder to comply with the Government's transparency requirements.
- 6.3.4 The business case came to the P&C Review Board on the 10th September 2019, where all options were discussed. The route to market will be via Open EU Procedure, with the aim to go live 1st April 2020. The term will be 3+1+1 and project reference for this is DN409672.
- 6.3.5 It is expected that any decision to go back to the market, will be done in time to carry out a compliant procurement.
- 6.3.6 it is expected that the contract will be managed to ensure that it meets the statutory provision as a minimum.

*Implications provided by C E Reilly 23012020*

## **7. KEY RISKS**

- 7.1 The competitive nature of the tender process may have resulted in a change of service provider. TUPE information was included within tender documentation, and sufficient notice built into the tender process to enable alternative arrangements should there be a change to delivery, and this was not thought to be a significant risk.
- 7.2 The timescale for the tendering process, whilst achievable, was limited. The incumbent provider had agreed to continue the service until the completion of the tendering and award process, to ensure continuity of the service should the provider change.

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

### **8.1 Sustain strong and healthy communities**

- 8.1.1 The Service will provide specialist support that enables children and young people with special educational needs relating to hearing impairment, to realise their potential and achieve maximum independence, improving their learning and life

outcomes, and helping them to contribute to the local community and workforce.

## **8.2 Build our local economy to create a thriving place**

8.2.1 The Service will provide children and young people with the opportunity to reach their potential through access to education, thereby reducing inequality and helping to enable more opportunity for training and employment.

## **9. EQUALITIES IMPACT IMPLICATIONS**

9.1 A predictive Equalities Impact Assessment has been completed. No negative impacts have been identified. This Service will comply with diversity and equal opportunities requirements.

## **10. PERFORMANCE AND DATA IMPLICATIONS**

10.1 This Service will ensure the Council meets statutory requirements under the Children and Families Act 2014 and the Equality Act 2010. Termly reports will be provided to the Council by the Service, to enable monitoring of requested outcomes.

## **11. PUBLIC HEALTH IMPLICATIONS**

11.1 The Service will help ensure that the health and wellbeing of service users is addressed by ensuring timely access to a hearing impairment outreach service that includes provision of equipment and aid to children and young people, as well as additional training for educational establishments to help children and young people's learning ability, whilst also helping to develop their social and communication skills.

## **Background Papers**

No background papers are included in this report.



## MUNICIPAL YEAR 2019/2020 REPORT NO.

### ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

### OPERATIONAL DECISION OF:

Executive Director  
Place

Contact officer and telephone number:

Garry Knights 020 8132 0895

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Agenda – Part:

KD Num: 4997

Subject: Repairs Service Materials  
Provision

Wards: All

### 1. EXECUTIVE SUMMARY

- 1.1 Our current contracts delivering day to day repairs and compliance contracts are due to end in April 2020 and we are insourcing the delivery of repairs by the creation of an insourced repairs service.
- 1.2 This paper identifies and recommends a contract arrangement for the provision of material, plant, tools, personal protective equipment and uniforms which will all be required for the efficient direct delivery of the repairs service.

### 2. RECOMMENDATIONS

- 2.1 That the Executive Director of Place approves entering into a 1-year agreement with an annual spend of £600k, for the provision of materials, plant tools, PPE and uniforms by joining the Pretium Framework.
- 2.2 That the Executive Director of Place to enter into one-year contract with Travis Perkins Group Limited for a 1-year agreement with an annual anticipated spend of £600k and a total anticipated spend of £600k. this will be funded from the HRA repairs revenue budget.

### **3. BACKGROUND**

- 3.1 The Council owns 10,500 homes for which it carries full repairing obligations plus a further 5,000 leasehold properties for which it retains de-minimis repairing obligations (common parts, consequential damage from Council dwellings etc).
- 3.2 Enfield Repair Direct (ERD) as a part of the Housing Directorate is mobilising to directly deliver repairs and maintenance services, with a team of directly employed multi-trade staff, to the tenants and residents of the council's housing estate from the 1st April 2020. With some elements of works being taken early to assist with demobilisation of the existing contracts.
- 3.3 There will be a requirement for the provision of materials, personal protective equipment, tools, plant and uniforms to ensure a smooth and efficient service delivery.
- 3.4 The anticipated spend based on indicative annual budgets is £600k per annum. To meet ERD requirement and comply with CSO and the Councils Contract Procedure Rules (CPRs) a formal procurement process is required.
- 3.5 Materials supply in the housing maintenance sector is a mature procurement market. There are organisations who have established themselves to provide services to procure and handle all materials contracts.
- 3.6 National suppliers have invested in streamlining administration by developing ICT systems aligned to the service delivery of housing maintenance organisations.
- 3.7 There are several national groups who have offerings across the range supplies required and have suitably established supply chains to service the Councils requirements.
- 3.8 Contracts will need to allow for service to develop across a range of work streams to include future proofing for new works areas.

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

Alternative options were considered including

- a) Do nothing – this is not an option as there is an ongoing repairs and maintenance obligation to maintain the housing stock borough wide. To be compliant under CSO EHR need to enter into a contract for the supply of materials plant and uniform.

b) Develop Enfield framework s/Call off contract- There is a high level of officer time in establishing and ongoing administration of these call off contracts. It is unlikely to achieve the same level of VFM and best outcomes due to the economies of scale that an established framework offers.

c) Individual contracts with multiple suppliers -High level of contract administration. It is unlikely to achieve the same level of VFM due to the economies of scale that an established framework offers.

## **5. REASONS FOR RECOMMENDATIONS**

5.1 The value of this procurement exceeds the EU threshold and would therefor require to comply with the Public Contracts Regulation (PCR) (2016)s. This process can take between 9 and 12 months and will require extensive staff resources to prepare a full set documentation, undertake evaluation and ongoing management of the frameworks.

5.2 There are various third-party framework agreements which are suitable and available for the council to use. These frameworks have been competitively tendered and are compliant with PCR's. They are likely to demonstrate greater VFM than an Enfield individual contract could generate due to the favourable rates based on the economies of scale.

5.3 These frameworks have the added benefit of an experienced management team overseeing them, tried and tested procedures and a mature supply chain.

5.4 Frameworks solutions will provide the opportunity of introducing future service improvements as the industry continues to evolve.

5.5 Some of the benefits of using framework agreements are, reduced procurement timescales, assured supplier standards, aggregation of spend, pre-defined terms and conditions.

5.6 Established performance KPI are available.

## **6. COMMENTS FROM OTHER DEPARTMENTS**

### **6.1 Financial Implications**

*Completed by Atul Lad 26.11.19*

6.1.2 As part of insourcing the housing repairs service there is a requirement to mobilise all the resources required to enable the successful delivery of the repair service. The current HRA repairs budget is £4.8m annually

plus £0.5m for the MOT service, the insourced services will be provided within the £5.3m budget. The budget of £5.3m has been included within the HRA business plan.

- 6.1.3 As part of the insourcing of the repairs service all costs have been identified and a budget has been created. These costs are within the £5.3m budget where all cost have been identified and a budget allocated for each line. The cost of materials and tools have been included within the budget.
- 6.1.4 This report is seeking the Executive Director of Place to approve the entering into a 1-year agreement with an annual estimated spend of £600k, for the provision of materials, plant tools, PPE and uniforms. Within the HRA £5.3m budget for repairs and maintenance there is a specific allocation for materials and tools, which covers the estimated annual spend of £600k.
- 6.1.5 Travis Perkins have been sourced through the Pretium framework. The framework is managed by an experienced team which ensures continued value for money through favourable rates achieved through economies of scale.

## **6.2 Legal Implications**

*(Legal imps provided by SM on 22.01.20 based on the version of the report circulated on 21.01.20):*

- 6.2.1 Enfield Council is entitled to use the Pretium Framework provided that the framework was properly procured in accordance with the Public Contracts Regulations 2015, and the original OJEU advertisement for the Pretium Framework made specific reference to 'purchasing on behalf of Enfield Council' or similar wording.
- 6.2.2 Any award of contracts under the Pretium Framework must be carried out in accordance with the procedures set out therein and the council must be satisfied that such contract award(s) represent best value.
- 6.2.3 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. This power includes the power to enter into contracts. In addition, Section 111 of the Local Government Act 1972 permits local authorities to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of their functions.
- 6.2.4 The Council must comply with all requirements of its Constitution, Contract Procedure Rules ("CPRs") and the Public Contracts Regulations 2015 ("Regulations").

- 6.2.5 The Council may need to enter into an Access Agreement in order to use the Pretium Framework Agreement and if so, legal advice can be sought on the terms of any such Access Agreement.

### **6.3 Procurement Implications**

- 6.3.1 Procurement Implications provided by Peter Alekkou on 10th January 2020.
- 6.3.2 A review of known suitable materials framework agreements was undertaken by the Procurement & Commission Hub to identify available agreements to the Council, critiquing each option to narrow down those that can be considered.
- 6.3.3 Due diligence and approval of the Pretium (Materials Supply and Managed Services) Framework Agreement, the preferred agreement, has been undertaken by the Procurement & Commissioning Hub prior to any procurement.
- 6.3.4 A business case was presented to the Procurement & Commissioning Review Board on 10/09/2019 that reviewed the procurement and approved.
- 6.3.5 The Call-Off from the Framework must be carried out in line with the relevant framework process and via the Councils E-Tendering Portal, with all documentation retained.
- 6.3.6 The award of the contract, including evidence of authority to award, promoting to the Councils Contract Register, and the uploading of executed contracts must be undertaken on the London Tenders Portal including future management of the contract.
- 6.3.7 The awarded contract must be promoted to Contracts Finder to comply with the Government's transparency requirements.

### **6.4 Property Implications**

No corporate property implications considered at this time

## **7 KEY RISKS**

Identified risks for the procurement

The table below identifies the risks associated with this award, the likelihood of occurrence and the control in place to mitigate the risks:

Risk No.	Risk Identified	Risk level	Mitigation
R1	Possible risk of challenge	Low	The framework was competitively tendered' in accordance with Public Contracts Regulations 2015 (EU Regs)
R2	Pretium and/or Travis Perkins discontinue the framework due to impact of Brexit	Low	Both Pretium and Travis Perkins have agreed to contract under identical terms and conditions as per previous contract with a caveat that both parties need to give 3 months notice to terminate the contract
R3	Travis Perkins are unable to perform at the required standard on the increased turnover.	Low	Early consultation with Travis Perkins regarding additional stock levels and staffing to ensure suitable provision have already taken place.

## 8 INTERNAL DEPARTMENT IMPLICATIONS/CONSULTATION

None at this time.

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

### 9.1 Good Homes in Well-Connected Neighbourhoods

The service will support the wider asset management strategy and resident safety programme in delivering well maintained homes which meet the requirements of our residents, help residents stay in their home and tackle fuel poverty

### 9.2 Sustain Strong and Healthy Communities

Our service will give us the flexibility to tackle both individual homes and the communities in which residents live. By taking a proactive approach to responsive repairs we will be able to help tackle anti-social behaviours and give residents pride in their communities

### 9.3 Build our Local Economy to Create a Thriving Place

We will focus on supporting residents into work opportunities within the service and using the local supply chain to support the service

## 10. EQUALITIES IMPACT IMPLICATIONS

The Travis Perkins store is a newly built and fully compliant with the 2010 equalities act for access by ERD staff.

## 11. PERFORMANCE AND DATA IMPLICATIONS

11.1 A full suite of KPIs are included in the Pretium Framework this will be monitored and reviewed at the monthly contract meeting and quarterly core group meeting.

11.2 Performance will be monitored by a range of KPI, with rising targets linked to the aim of completing the work whenever possible on the first visit, with high levels of productivity and good customer feedback. The initial KPI are detailed in Table 3 with initial targets.

Table 3 Sample Monthly KPI report

MONTHLY MI & KPI DATA													
	TARGET	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
Stock Availability	95%+						95.88%		97.44%	97.19%			
Deliveries on time	95%+												
Price Adjustments	<1%						0.00%		0.00%	0.00%			
Faulty Goods	<1%						0.00%		0.00%	0.00%			

11.3 Further operation data is provided with monthly and cumulative reporting sample reports are detailed in Appendix 1.

- Spend By Account
- Spend By Branch
- Spend by Ticket Type
- Count of tickets by Ticket Type
- Spend by Sub Group
- Purchases by Operative
- Credit Notes
- Top Products by Volume
- Top Products by Value
- Operative Visits

- Core %
- Invoice Data
- CSA

## **12. HEALTH AND SAFETY IMPLICATIONS**

- 12.1 The out-sourced model currently used leaves us vicariously liable for Health and safety of operative working on our projects. This is currently mitigated through the Contractors Health and Safety policies, driving policies, the CDM regulations, relevant insurance being in place and other measures. This is validated by LBEs Corporate Health and Safety Team undertaking regular audits of the contractor.
- 12.2 Any in-source model will mean that LBE take direct responsibility for all Health and Safety of operatives on site.
- 12.3 This will be mitigated by developing current Health and Safety approach for other directly employed operative into more specific approaches for this service. LBE will also need to ensure there is sufficient provision within our insurance policies. (delete this section if not required)

## **13. HR IMPLICATIONS**

None at this time.

## **14. PUBLIC HEALTH IMPLICATIONS**

Tenants living in social housing are often amongst the most vulnerable residents in the borough. Housing is a key element within wider determinants of well being, meaning that good housing is essential for good mental and physical wellbeing. We know that poor quality of housing can be a cause of significant health issues such as asthma, as well as a contributing factor in issues such as poor mental health. Nationally published literature also indicates that accidents in the home, often associated with poor housing conditions, are also contributory factors to falls among older people, injuries among children, and other accidents. In creating a service that is able to maintain excellent levels of housing maintenance in a timely manner we will contribute towards providing home environments that promote residents wellbeing.

## Appendix 1

### Top 50 items by product sample report

Product Type	PRODUCT				
Invoice Month	(All)				
<b>Sum of Sales Quantity</b>					
<b>Product Code</b>	<b>Invoice Product Description</b>	<b>Sales Quantity Uom</b>	<b>Mandated Range</b>	<b>On CS A</b>	<b>Total</b>
700113	LBC COMMONS BRICK 65MM PK390	EA	Branch Mandated	No	250
752939	SAXON PAV 450X450X35MM NATURAL	EA	Non Mandated	No	60
819012	SAXON PAV 300X300X35MM NATURAL	EA	Non Mandated	No	16
511572	BLUE CIRCLE QA MORTAR MIX 20KG	EA	Branch Mandated	No	16
519476	BLUE CIRCLE POSTCRETE 20KG	EA	Branch Mandated	Yes	12
994091	BSS PRES SLAB 400X400X50MM S/E	EA	Non Mandated	No	10
964127	HEP20 PIPE SUPPORT 15MM HX60/15W	EA	Branch Mandated	No	10
805196	SAXON PAV 600X600X35MM NATURAL	EA	Non Mandated	No	8
265418	ULTRAGRIME HUGE INDUSTRIAL WIPES PK100	EA	Branch Mandated	Yes	7



## MUNICIPAL YEAR 2019/2020 REPORT NO. PL 19/109 P

### ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY

#### PORTFOLIO DECISION OF:

Cllr Guney Dogan Cabinet Member for Environment & Sustainability

**Agenda – Part:** \

**KD Num:** KD5041

**Subject:** Haselbury Neighbourhood Improvements – Moore Brook Green Link Phase 2

**Wards:** Haselbury

#### Contact officer and telephone number:

Ian Russell: 020 8132 0964

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### 1. EXECUTIVE SUMMARY

- 1.1 The aim of the Haselbury Neighbourhood Improvements is to make walking and cycling safer, as well as improve the public realm for residents, businesses and schools. Green infrastructure sustainable drainage features, such as rain gardens, will be used to improve the public realm, reduce flood risk, enhance underused green spaces and slow traffic near schools and shops.
- 1.2 As part of these overall aims a series of rain gardens is proposed along a walking route that links Firs Farm Wetlands and Pymmes Park Wetlands, called the Moore Brook Green Link. The first phase of the link was delivered in summer 2019. This report outlines the second phase of the delivery of the Moore Brook Green Link.

### 2. RECOMMENDATIONS

- 2.1 To approve the proposed public realm improvements as described in this report at the following locations (see Appendix 1):
  - Bexley Gardens (location 6)
  - Westerham Avenue Shops (location 7)
- 2.2 Accept funding from the Thames RFCC (as shown in Table 1) and seek additional funding both internally and externally from partner organisations identified in this report. Delivery of the scheme will be on a phased basis as funding is secured.
- 2.3 To delegate authority to the Head of Highway Services to authorise the placing of orders through any of the Council's existing relevant term contracts or to invite and evaluate tenders/quotations and, where suitable tenders/quotations are received, to award contracts for the works as part of the delivery of the second phase of the Moore Brook Green Link in compliance with the Council's procurement rules.
- 2.4 To approve the making of the traffic management order (with modifications) pursuant to the Road Traffic Regulation Act 1984 to enable the introduction of rain garden traffic calming measures as detailed in this report.

### **3. BACKGROUND**

- 3.1 To address surface water flood risk and urban pollution problems in the Moore Brook river catchment, the Cabinet Member for the Environment and Sustainability has previously approved the concept of using Green Infrastructure SuDS (GI SuDS) as part of a wider package of measures to improve walking and cycling in the Haselbury area. This led to development of the Haselbury Neighbourhood Improvements scheme, of which the Moore Brook Green Link, from Firs Farm to Pymmes Park Wetlands, is a significant part. This report relates to Phase 2 of the Moore Brook Green Link and must be read in conjunction with the approved Portfolio Report PL 18.090 which describes the Phase 1 works.
- 3.2 Phase 1 of the Moore Brook Green Link included rain gardens along Park Lane, Haselbury Road, Westerham Avenue (location 4) and Deansway (location 5), as identified in Appendix 1. This first phase was completed in Summer 2019.
- 3.3 Phase 2 of the Moore Brook Green Link focuses on the public realm improvements outside Westerham Avenue shops (location 7). These include:
- The delivery of rain gardens to improve surface water flood risk and reduce the impact of urban pollution from road runoff
  - Provision of crossing points and traffic calming features to assist local people in walking to the shops
  - Removal of the service road to create a new public space
  - Introduction of new loading bays for exclusive use of temporary loading for shop supplies
  - Reconfiguration of the current parking arrangements to encourage better parking behaviour
  - Inclusion of space for seating, cycle parking and play-on-the-way features for children to enjoy
- 3.4 Local shops and residents were consulted on the proposals on 25th June 2019 (Appendix 2). 28 questionnaires were completed as part of this particular consultation, the responses are summarised as follows:
- 24 were positive about the scheme (> 85%)
  - 3 were negative about the scheme (11%)
  - 10 responses asked for more parking in the scheme (35%)
  - 7 responses requested more lighting in the scheme (25%)
  - Several responders commented that the lack of dedicated loading bays leads to frequent double-parking related problems
- 3.5 The consultation results were used to inform the final designs which now include more street lighting and the relocation of one of the loading bays. The design showed a loss of 5 parking spaces, which is attributed to the introduction of two crossing points, narrowing of the

road to reduce traffic speeds and provision of 3 new loading bays designated for the local businesses.

- 3.6 The intention to make the necessary Traffic Management Orders (TMO's) needed to support the scheme was advertised in December 2019. No responses were received from any of the emergency services or other statutory consultees. However, two responses were received during the statutory consultation period, one (from a resident) was positive towards the scheme, and the other (from the Weir Hall Ratepayers Association) raised objections due to the loss of parking and the potential increase of fly tipping as a result of the scheme. The Weir Hall Ratepayer Association stated that the local businesses also object to the scheme. However, this is contrary to the evidence from the June 2019 consultation, where the majority of businesses expressed positive views towards the scheme. While there will be a loss of up to 5 parking spaces outside the shops, the scheme tries to encourage customers to walk to the businesses, particularly if they live locally. The design includes 18 formal parking spaces. The objection relating to fly tipping is not substantive, as there is no evidence to suggest the design does encourage this behaviour.
- 3.7 As the previous report stated, it is estimated that 21 parking spaces will be lost if all of the proposed SuDS measures are implemented for all phases of the Moore Brook Green Link scheme. This is just under 10% of the available on-street parking spaces on the streets where measures are proposed (the percentage is significantly lower if the remaining parking spaces on adjacent streets is considered). However, it should be noted that many residents along Westerham Avenue and neighbouring streets have private cross-overs and access to garages.
- 3.8 The works at Westerham shops requires the removal of two relatively small trees. This has been discussed with the Principal Arboricultural Officer in Highway Services who agrees that the loss of these two trees will be acceptably mitigated by the provision of ten newly planted trees.
- 3.9 Phase 2 of the Moore Brook Green Link also includes delivery of rain gardens along Bexley Gardens and Beckenham Gardens (location 6). It was identified at an early stage that the existing steps at this location restrict access for certain users and that this would be a good opportunity to improve access for all users by replacing the steps with a ramp. The proposed ramp also creates an opportunity to include greenery. As the design includes the loss of one parking space, nine residents were sent a consultation letter in September 2019.
- 3.10 Three residents responded to the consultation, with two concerned with the loss of the parking space, although it was acknowledged that the residents have access to private garages at the back of their properties which could be utilised for parking.

3.11 Below is a table of funding secured to date for Phase 2:

**Table 1: Phase 2 Spend Profile**

Funding	Source	Amount	Secured	Spend Profile			
				2019/20		2020/21	
				Q3	Q4	Q1	Q2
London Strategic SuDS Pilot	Thames RFCC	£165k	Yes				
Greener City Fund	GLA	£40k	Yes				
Section 106	LBE	£50k	Yes				
LBE Capital Funding	LBE	£50k	Yes				

#### 4. ALTERNATIVE OPTIONS CONSIDERED

- 4.1 Do Nothing: The scheme aims to reduce surface water flood risk in the Moore Brook catchment, which is exacerbated by the impermeable nature of the area. To do nothing will lose the opportunity to create a more resilient drainage system, connect communities, improve the public realm and create safer streets. This would also mean the loss of opportunity to access external funding. Furthermore, interventions have already been constructed on Westerham Avenue as part of Phase 1 of the Moore Brook Green Link, which rely on successful delivery of Phase 2 to calm traffic speeds and establish a comprehensive walking route along the full length.

#### 5. REASONS FOR RECOMMENDATIONS

- 5.1 Reduced surface water flood risk as highlighted in Enfield's Local Flood Risk Management Strategy (2016).
- 5.2 Improved water quality in Enfield's rivers by removing harmful pollutants from the drainage system.
- 5.3 Enhanced biodiversity and aesthetics by planting a wide variety of species.
- 5.4 Improved traffic management by slowing down traffic in proximity to schools and shops, and making several roads more pedestrian-friendly.
- 5.5 Aesthetic enhancement of the road and the surrounding area.
- 5.6 Improved public understanding and perception of urban drainage issues and sustainable drainage through school and community engagement.

- 5.7 Inspiring more Green Infrastructure SuDS development and collaborative approaches to public realm projects across the borough.
- 5.8 Connecting Green Infrastructure SuDS already in place, as part of the Moore Brook Green Link.

## **6. COMMENTS FROM OTHER DEPARTMENTS**

### **6.1 Financial Implications**

- 6.1.1 The Total capital budget required for this project is £305,000. Council funding requirement is £50,000 and the remaining budget is made up of;
- £165,000 secured grant from Thames RFCC
  - £40,000 secured grant from the Mayor's Greener City Fund
  - £50,000 contribution from S106 receipts
- 6.1.2 Annual maintenance from these works will be funded by existing highways budgets. The spending profile for this scheme is captured on page 4.

### **6.2 Legal Implications**

- 6.2.1 The Council has power under section 1(1) of the Localism Act 2011 to do anything individuals generally may do providing it is not prohibited by legislation and subject to Public Law principles. There is no express prohibition, restriction or limitation contained in a statute against use of the power in this way.
- 6.2.2 Under Section 111 of the Local Government Act 1972 local authorities may do anything, including incurring expenditure or borrowing which is calculated to facilitate or is conducive or incidental to the discharge of their functions.
- 6.2.3 The Council will need to ensure that any procurements carried out under this proposal comply with the Public Contracts Regulations 2015 (where applicable) and the Council's Contract Procedure Rules.
- 6.2.4 The Council will need to ensure that the terms and conditions of any grant funding which it is in receipt of are acceptable, and officers should liaise with Legal Services in this regard. The proposal represents a Key Decision as it involves expenditure of £250,000 or more. Officers will therefore need to comply with the governance process in respect of Key Decisions.
- 6.2.5 The Flood Water Management Act 2010 gives Lead Local Flood Authorities (LLFAs) various responsibilities relating to the

management of local flood risk in order to provide preventive measures to mitigate against damage that can be caused by floods in the local area. The public realm improvements mentioned in this report will assist with allowing the Council to meet their obligations and comply with its duties under the 2010 Act.

6.2.6 Section 6 of the Road Traffic Regulation Act 1984 provides powers for the Council as traffic authority to make orders controlling or regulating vehicular and other traffic.

6.2.7 The Local Authorities' Traffic Orders (Procedure) (England and Wales) Regulations 1996 prescribe the procedure to be followed in making an experimental traffic management order. Any written objections or representations received during the period of the experiment must be conscientiously taken into account before deciding whether the order should be made permanent

### 6.3 Property Implications

No property implications

## 7. KEY RISKS

7.1 The following key risks relate to implementing the project:

- Loss of on-street parking mitigated through engagement with residents
- Programme of works conflicting with other works in the area, leading to the risk of not spending external funding within the timeframe of the agreement, and therefore losing external funding. This is mitigated by delivering the project in phases.

## 8. INTERNAL DEPARTMENT IMPLICATIONS/CONSULTATION

8.1 The proposals have been reviewed by officers in Traffic and Transportation to ensure that the designs are appropriate from a traffic perspective. They have also been discussed with officers in Highway Services to ensure that they do not create an unacceptable maintenance liability in the future. The final designs will be reviewed and approved by these relevant officers prior to implementation.

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

9.1 Good homes in well-connected neighbourhoods

By reducing flood risk, improving the public realm and improving infrastructure for walking and cycling this project contributes to the aim of creating good homes in well-connected neighbourhoods.

## **9.2 Sustain strong and healthy communities**

This project has potential to significantly improve the green environment in the Haselbury area. Making it easier for residents to walk and cycle improves quality of life and supports independent living. Additionally, increased walking and cycling can lead to increased passive surveillance with associated community safety benefits. Reducing flood risk and pollution also helps to sustain strong and healthy communities.

## **9.3 Build our local economy to create a thriving place**

Improving infrastructure for walking and cycling encourages residents to use local businesses and supports the local economy.

# **10. EQUALITIES IMPACT IMPLICATIONS**

An equalities impact assessment has been conducted on the proposals ensure that the scheme remains fully accessible by all members of the community and supports the council to meet the Public-Sector Duty of the Equality Act 2010. It should also 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.

# **11. PERFORMANCE AND DATA IMPLICATIONS**

The implementation of the scheme will satisfy actions derived from the Local Flood Risk Management Strategy by reducing surface water runoff rates (Objective 4) and helping to protect existing properties from flooding (Objective 5).

# **12. HEALTH AND SAFETY IMPLICATIONS**

The scheme will be designed in accordance with the Construction Design and Management Regulations 2015, and industry good-practice standards, to be safe for members of the public.

# **13. PUBLIC HEALTH IMPLICATIONS**

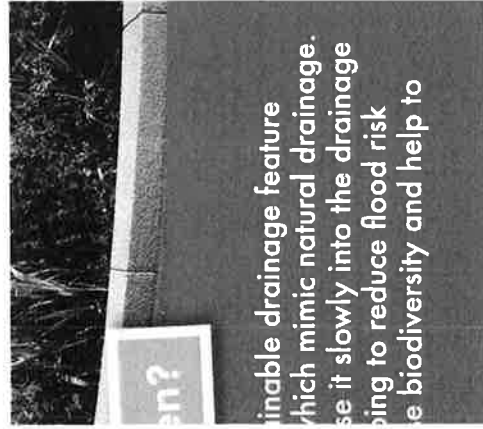
- 13.1 These improvements to the environment will reduce risk of flooding, improve the environment and encourage residents to visit Firs Farm and Pymmes Park Wetlands, and encourage local residents and

school pupils to walk thereby increasing the physical activity on offer in Enfield.

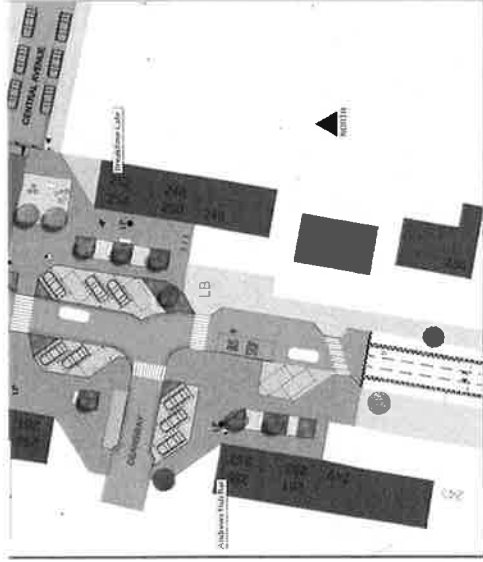
- 13.2 It has been estimated that if England achieved the same level of cycling as Holland it would save the NHS £17 billion per year (excluding savings from reduced air pollution).
- 13.3 This is in addition to the less tangible but still significant public health gains that will be accrued through maintaining and increasing green infrastructure.

## **APPENDICIES**

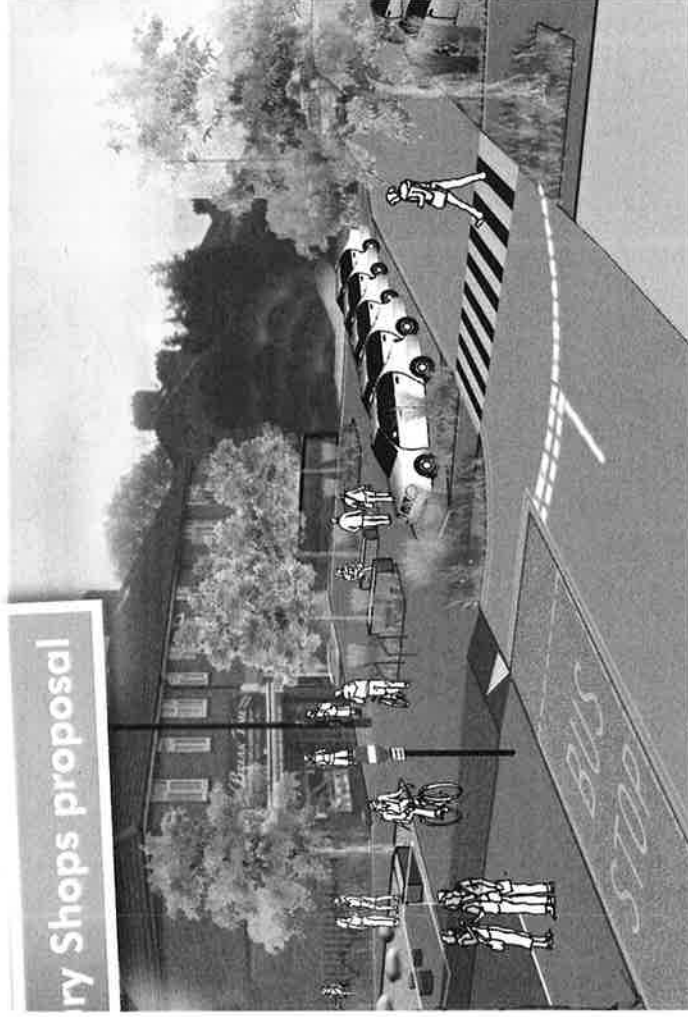
- 1. Haselbury Neighbourhood Improvements – Consultation Document
- 2. Westerham Avenue Shops Consultation Drawing
- 3. Bexley Gardens New Ramp Consultation Drawing



inable drainage feature  
which mimic natural drainage.  
se it slowly into the drainage  
ing to reduce flood risk  
e biodiversity and help to



## Shops proposal



[www.enfield.gov.uk/consultations](http://www.enfield.gov.uk/consultations) where  
an changes that we have made following  
is year.

ift traffic orders and make representations

in Sunday 7 October 2018.



If you have a question  
about any of these designs,  
or would like to receive a  
more copy, please either

# STATUTORY CONSULTATION

Earlier this year we engaged with the community on a number of more people to walk and cycle and also to enhance our community making Haselbury a better place to live. We have listened to initial designs and this has helped us in finalising the proposals now presenting for statutory consultation.

This leaflet marks the beginning of the consultation period where the public have an opportunity to make representations on Sunday 7 October 2018.

## Moore Brook Green Walking Link

The Moore Brook, a tributary of Pymmes Brook, is one of London's lost rivers that flows beneath Haselbury's streets. We're introducing rain gardens so you can follow the route of the river between Firs Farm Wetlands and Pymmes Park Wetlands where it peeks above ground.

## Quietway cycle route

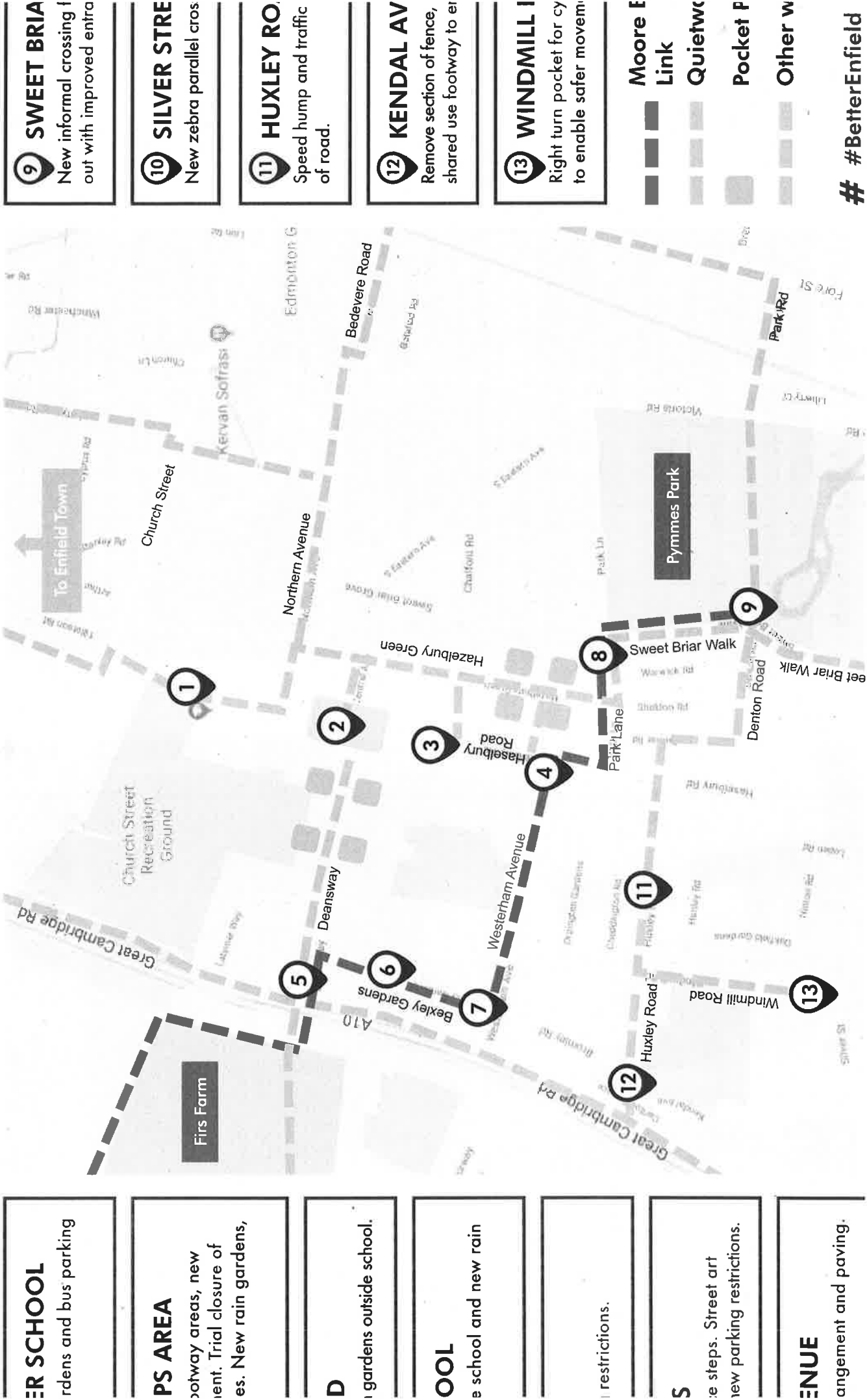


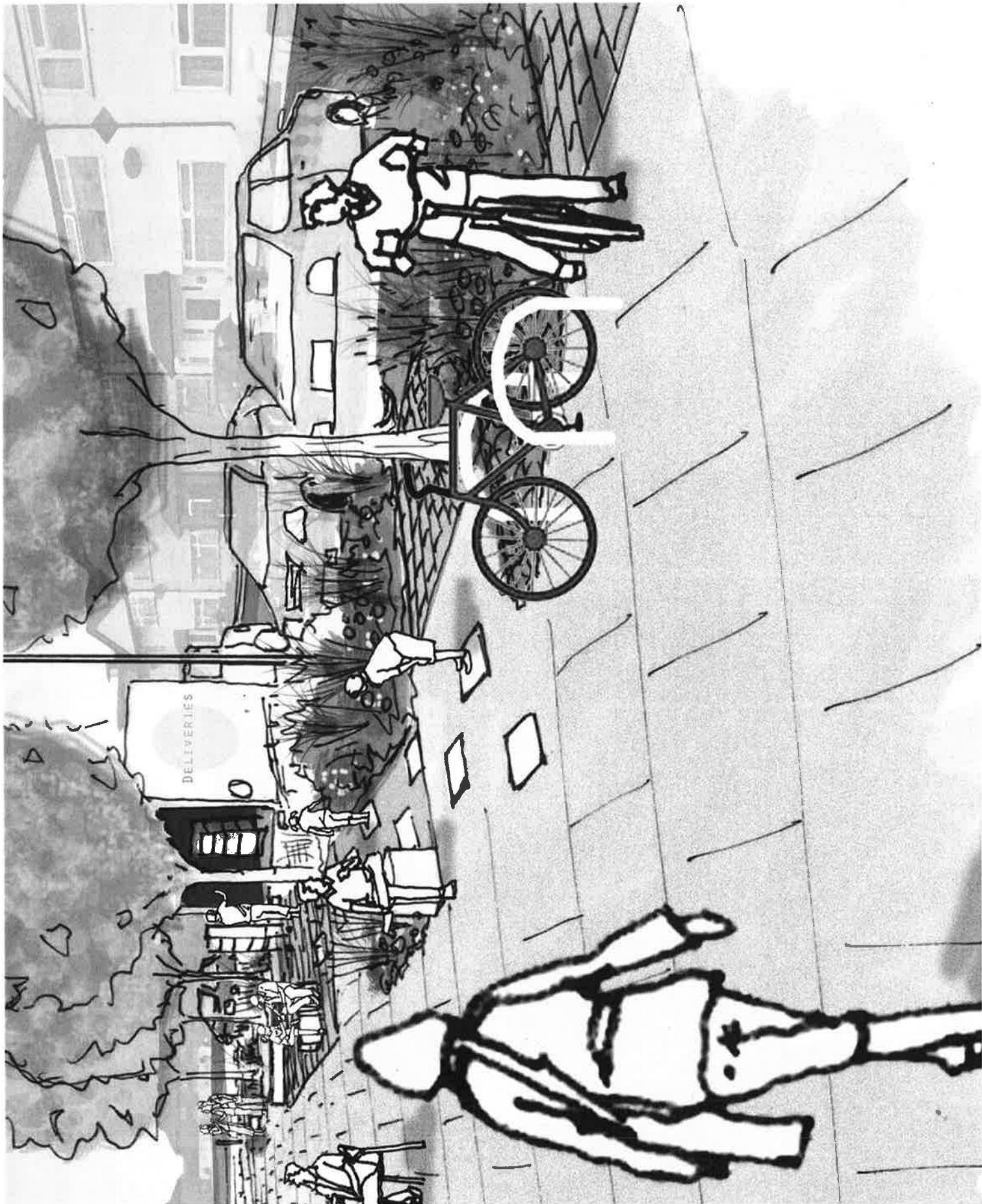
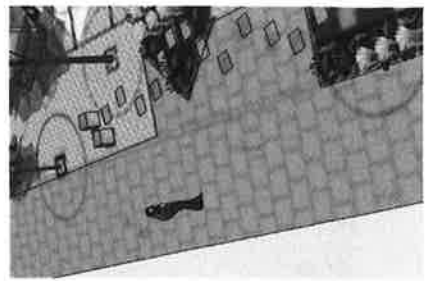
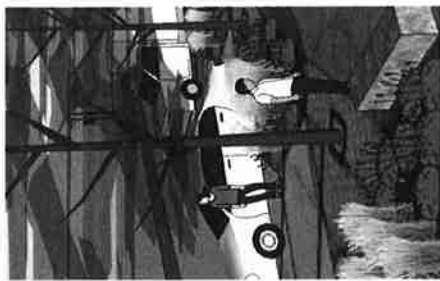
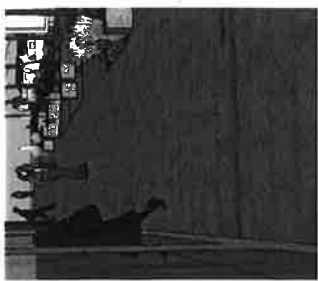
As part of our aim to get more people cycling, we will form a network of improved cycle routes with destinations through low traffic streets as planned for Haselbury will enable safer routes to Town, North Middlesex Hospital, Winch and Ponders End.

## Haselbury Shops new public realm

Looking again at how we use our local spaces and amenities to make our local shops a better place to visit and do business.









create new public space

bike parking and play on the way features for children to

aid to help organise better parking behaviour but maintain a

# Bexley Gardens – New Ramp

## September 2019



Enfield Council is proposing to improve the pedestrian link between Bexley Gardens and Perry Gardens by replacing the existing stairs with a ramp and providing more greenery. This proposal is part of the Haselbury Neighbourhood Improvements scheme, which was consulted on in summer 2018.

Please see the proposals overleaf.

1. Please let us know what you think about the proposals

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Please respond by one of the following methods no later than **Friday 27<sup>th</sup> September 2019**:

Email: [Haselbury@Enfield.gov.uk](mailto:Haselbury@Enfield.gov.uk)

Post: Free-post your reply using the envelope

Phone: 020 8132 0965 (contact: Jamie Kukadia)

You can make comments anonymously, but if you provide a name and address / telephone number and / or email details on our mailing list, we can contact you quickly and directly as the proposals get to the next stage.

**Name:**.....

**Email Address:**.....

**Home address:**.....

**Telephone:**.....

This information is strictly confidential for the purpose of this event. Personal Data will not be shared. General data will be shared with related partners where appropriate in accordance with the Data Protection Act 1998.

NOTES

KEY

PLANTING

NEW RAMP TO  
REPLACE STAIRS

RESURFACED FOOTWAY

Rev Revision details Date

STATUS

CONSULTATION

CLIENT

LONDON BOROUGH  
OF ENFIELD

JOB TITLE

HASELBURY  
NEIGHBOURHOOD  
IMPROVEMENTS

DRAWING TITLE

BEXLEY GARDENS  
NEW RAMP

Enfield Council  
52, Civic Centre  
Silver Street, Enfield  
EN1 3XY  
Tel: 020 8379 1000  
www.enfield.gov.uk



DESIGNED: JK

DRAWN: JK

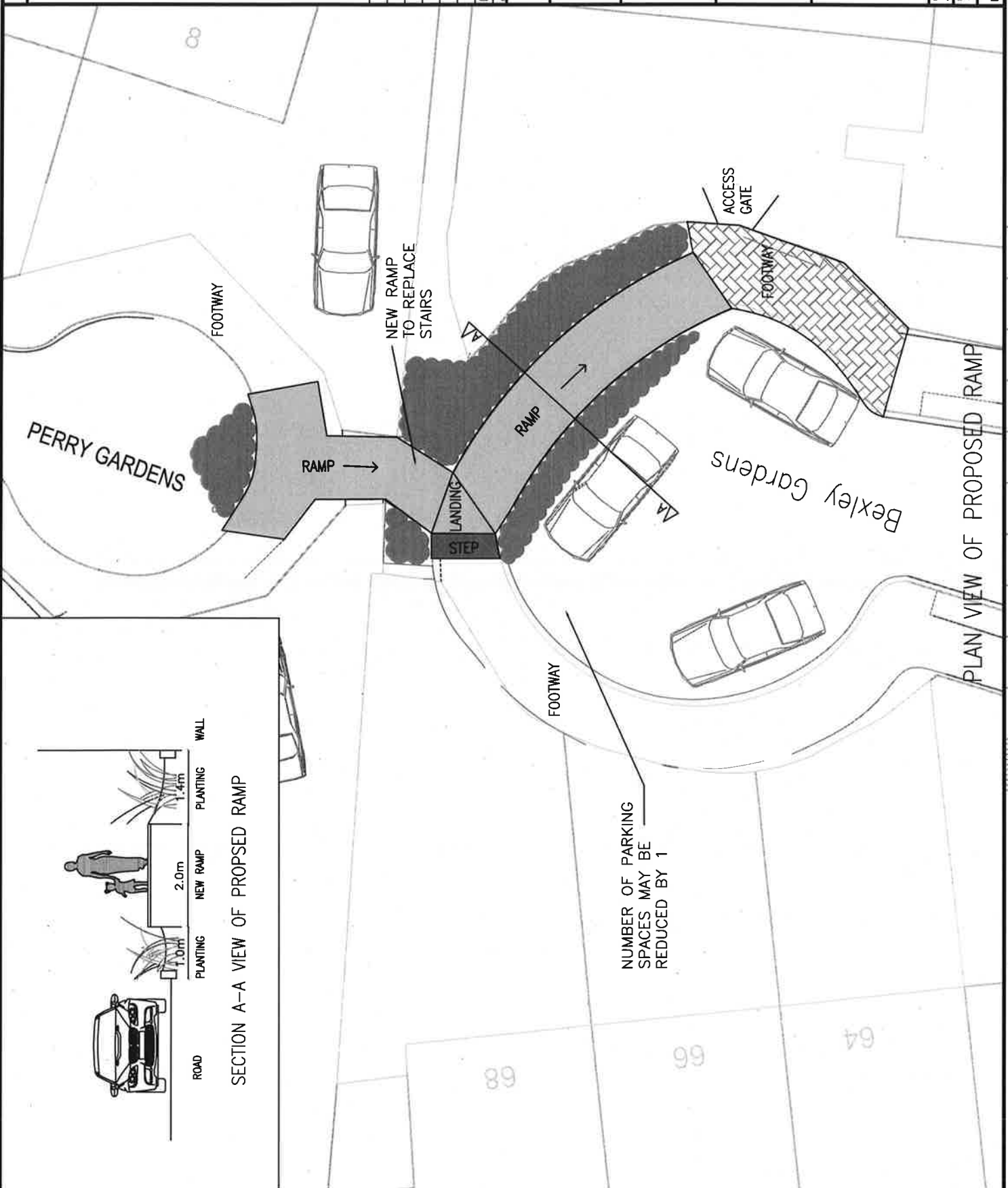
SCALE: 1:1

DATE: SEPT '19

PROJECT: IR

DRAWING NO. LBE226 - 101

A



SECTION A-A VIEW OF PROPOSED RAMP

