

## NOTICE OF MEETING

# CABINET

**Tuesday, 26th June, 2018, 6.30 pm - Civic Centre, High Road, Wood Green, N22 8LE**

**Members:** Councillors Joseph Ejiofor (Chair), Emine Ibrahim (Vice-Chair), Charles Adje, Peray Ahmet, Patrick Berryman, Mark Blake, Zena Brabazon, Kirsten Hearn, Noah Tucker and Elin Weston

Quorum: 4

### 1. **FILMING AT MEETINGS**

Please note that this meeting may be filmed or recorded by the Council for live or subsequent broadcast via the Council's internet site or by anyone attending the meeting using any communication method. Although we ask members of the public recording, filming or reporting on the meeting not to include the public seating areas, members of the public attending the meeting should be aware that we cannot guarantee that they will not be filmed or recorded by others attending the meeting. Members of the public participating in the meeting (e.g. making deputations, asking questions, making oral protests) should be aware that they are likely to be filmed, recorded or reported on.

By entering the meeting room and using the public seating area, you are consenting to being filmed and to the possible use of those images and sound recordings.

The chair of the meeting has the discretion to terminate or suspend filming or recording, if in his or her opinion continuation of the filming, recording or reporting would disrupt or prejudice the proceedings, infringe the rights of any individual or may lead to the breach of a legal obligation by the Council.

### 2. **APOLOGIES**

To receive any apologies for absence.

### 3. **URGENT BUSINESS**

The Chair will consider the admission of any late items of Urgent Business. (Late items of Urgent Business will be considered under the agenda item where they appear. New items of Urgent Business will be dealt with under Item 17 below. New items of exempt business will be dealt with at Item 21 below).

#### 4. **DECLARATIONS OF INTEREST**

A Member with a disclosable pecuniary interest or a prejudicial interest in a matter who attends a meeting of the authority at which the matter is considered:

- (i) must disclose the interest at the start of the meeting or when the interest becomes apparent, and
- (ii) may not participate in any discussion or vote on the matter and must withdraw from the meeting room.

A Member who discloses at a meeting a disclosable pecuniary interest which is not registered in the Register of Members' Interests or the subject of a pending notification must notify the Monitoring Officer of the interest within 28 days of the disclosure.

Disclosable pecuniary interests, personal interests and prejudicial interests are defined at Paragraphs 5-7 and Appendix A of the Members' Code of Conduct.

#### 5. **NOTICE OF INTENTION TO CONDUCT BUSINESS IN PRIVATE, ANY REPRESENTATIONS RECEIVED AND THE RESPONSE TO ANY SUCH REPRESENTATIONS**

On occasions part of the Cabinet meeting will be held in private and will not be open to the public if an item is being considered that is likely to lead to the disclosure of exempt or confidential information. In accordance with the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 (the "Regulations"), members of the public can make representations about why that part of the meeting should be open to the public.

This agenda contains exempt items as set out at **Item [18]: Exclusion of the Press and Public**. No representations with regard to these have been received.

This is the formal 5 clear day notice under the Regulations to confirm that this Cabinet meeting will be partly held in private for the reasons set out in this Agenda.

#### 6. **MINUTES (PAGES 1 - 30)**

To confirm and sign the minutes of the meeting held on 6<sup>th</sup> of March 2018 as a correct record.

#### 7. **DEPUTATIONS/PETITIONS/QUESTIONS**

To consider any requests received in accordance with Standing Orders.

**8. BLOCKS ON THE BROADWATER FARM ESTATE (PAGES 31 - 104)**

[Report of the Director for Housing and Growth. To be introduced by the Deputy Leader and Cabinet Member for Housing and Estate Renewal]

To make decisions regarding the future of some of the blocks on the Broadwater Farm estate including to consult residents following the receipt and consideration of structural reports and feasibility studies.

**9. PURCHASE OF 13 - 24 TANGMERE HOUSE (PAGES 105 - 142)**

[Report of the Director for Housing and Growth. To be introduced by the Deputy Leader and Cabinet Member for Housing and Estate Renewal.]

Newlon Housing Trust (NHT) owns 12 leasehold properties on Tangmere House on Broadwater Farm. NHT has agreed to sell back all 12 these properties to Haringey Council. Approval is sought to progress this purchase as the total value of the portfolio is above £500k. These properties will be purchased as they become vacant.

**10. PURCHASE OF 103 - 105 KENLEY TOWER (PAGES 143 - 176)**

[Report of the Director for Housing and Growth. To be introduced by the Deputy Leader and Cabinet Member for Housing and Estate Renewal.]

Newlon Housing Trust (NHT) owns 3 leasehold properties on Kenley Tower on Broadwater Farm. NHT has agreed to sell back all 3 these properties to Haringey Council. Approval is sought to progress this purchase as the total value of the portfolio is above £500k. These properties will be purchased as they become vacant. They will then be used to house homeless Haringey families in-borough

**11. OSBORNE GROVE OPTIONS APPRAISAL (PAGES 177 - 216)**

Report of the Assistant Director for Commissioning. To be introduced by the Cabinet Member for Adults and Health.

Report setting out the options for future use of the Osborne Grove Nursing Home site, and seeking approval of the preferred option.

**12. 2017/18 PROVISIONAL FINANCIAL OUTTURN (PAGES 217 - 242)**

[Report of the Interim Director for Finance. To be introduced by the Cabinet Member for Finance]

The report sets out the revenue and capital outturn for 2017/18 together with proposed transfers to/from reserves and revenue and capital carry forward requests.

**13. ESTABLISHMENT OF CABINET SUB COMMITTEES & CABINET MEMBER APPOINTMENTS FOR 2018/19 TO THE COMMUNITY SAFETY PARTNERSHIP (CSP) LHC AND SHARED DIGITAL JOINT COMMITTEE (PAGES 243 - 284)**

[Report of the Assistant Director for Corporate Governance. To be introduced by the Leader of the Council.]

Cabinet is asked to agree the establishment of the Corporate Parenting Advisory Committee and agree Cabinet Member appointments to the Community Safety Partnership, LHC and Shared Digital Joint Committee.

**14. MATTERS REFERRED TO CABINET BY THE OVERVIEW AND SCRUTINY COMMITTEE**

There are no matters for this particular meeting.

**15. MINUTES OF OTHER BODIES (PAGES 285 - 334)**

To note the minutes of the following Cabinet Member Signings:

- 26.02.18
- 09.03.18
- 13.03.18
- 15.03.18
- 16.03.18
- 19.03.18
- 19.03.18
- 26.03.18
- 06.04.18
- 19.04.18
- 19.04.18
- 20.04.18

**16. SIGNIFICANT AND DELEGATED ACTIONS (PAGES 335 - 348)**

To note delegated and significant actions taken by directors during March, April, and May .

**17. NEW ITEMS OF URGENT BUSINESS**

To consider any items admitted at Item 3 above.

**18. EXCLUSION OF THE PRESS AND PUBLIC**

Note from the Democratic Services & Scrutiny Manager

Item 19, 20, and 21 allow for the consideration of exempt information in relation to items 9, 10 & 3 respectively.

## **TO RESOLVE**

That the press and public be excluded from the remainder of the meeting as the items below contain exempt information, as defined under paragraph, 3 Part 1, schedule 12A of the Local Government Act 1972.

### **19. PURCHASE OF 13 - 24 TANGMERE HOUSE (PAGES 349 - 422)**

As per item 9.

### **20. PURCHASE OF 103 - 105 KENLEY TOWER (PAGES 423 - 496)**

As per item 10.

### **21. NEW ITEMS OF EXEMPT URGENT BUSINESS**

To consider any items admitted at Item 3 above.

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## **MINUTES OF THE MEETING OF THE CABINET HELD ON TUESDAY, 6TH MARCH, 2018, 6.30pm**

### **PRESENT:**

**Councillors: Claire Kober (Chair), Jason Arthur, Eugene Ayisi, Ali Demirci, Joe Goldberg, Alan Strickland, Bernice Vanier, Elin Weston, Joseph Ejiofor and Peter Mitchell**

**In attendance – Councillors: Engert, Newton, Brabazon, Hearn, Tucker, Carter, Connor**

### **187. FILMING AT MEETINGS**

The Leader referred to agenda item 1, as shown on the agenda in respect of filming at the meeting and Members noted this information.

### **188. APOLOGIES**

There were no apologies for absence.

### **189. URGENT BUSINESS**

The Leader advised the meeting that there was a late item to consider in relation to item 7. The Overview and Scrutiny Committee met on the 1<sup>st</sup> of March, after the publication of Cabinet papers to consider the Adults and Health Scrutiny Panel recommendation, in relation to Osborne Grove Nursing Home. Following this meeting, the Chair of Overview and Scrutiny compiled a report which was put forward for consideration in accordance with Cabinet procedure rules section 2.3, paragraph C and Scrutiny Procedure Rules in part 4 section G of the Constitution.

### **190. DECLARATIONS OF INTEREST**

There were no declarations of interest put forward.

### **191. NOTICE OF INTENTION TO CONDUCT BUSINESS IN PRIVATE, ANY REPRESENTATIONS RECEIVED AND THE RESPONSE TO ANY SUCH REPRESENTATIONS**

There were no representations relating to items on the exempt part of the agenda.

### **192. MINUTES**

The minutes of the meeting held on the 13<sup>th</sup> of February 2018 were agreed as an accurate record of the meeting.

**193. MATTERS REFERRED TO CABINET BY THE OVERVIEW AND SCRUTINY COMMITTEE**

The Leader of the Council invited Councillor Connor, Chair of the Adults and Health Scrutiny Panel to introduce the Scrutiny report on Osborne Grove Nursing Home.

Cllr Connor put forward to Cabinet a recommendation to pause the implementation of the decision to close Osborne Grove Nursing Home, allowing the options appraisal for the provision of nursing care on the site to be taken into account.

Cllr Connor contended that the December decision to close the nursing home had been taken on the understanding that an Options Appraisal for the site would be considered at the January Cabinet meeting. However, as this had been delayed, a pause in the decision to close the Nursing Home was felt appropriate until this information became available.

The reasons for a pause in closure of the nursing home were further put forward by Cllr Connor. This included considering the risks of moving elderly people from the nursing home, the Council's overarching duty of care to the Osborne Grove residents, and the consultation results, which indicated strongly against closure. The July 2017 Care Quality Commission findings were also referred to as these acknowledged the improvements to the home, since previous inspections.

Cllr Connor referred to the 'requires improvement' CQC rating for Osborne Grove and questioned why a similar closure action was not being taken forward with Priscilla Wakefield Nursing Home, which was also rated as 'requires improvement'.

Cllr Connor contended that Osborne Grove residents were likely to move to placements outside of the borough given there were no 'good' CQC rated nursing homes in the borough. As a consequence, there would be waiting lists for entry to the nursing homes and residents could be subject to, potentially, two moves.

Cllr Connor concluded by urging Cabinet to pause closure until the Options Appraisal was available. This time would enable further support to be given to staff to improve their confidence and care provision. Also, Cllr Connor suggested that the Care Quality Commission could be called back to assess the quality of care in this interim period to further provide assurance.

The Leader asked the Cabinet Member for Adult Social Care and Culture to respond, adding that no new information had been put forward to Cabinet from Scrutiny to consider a pause in closure. In addition, the CQC July inspection findings referred to had already been considered at the December Cabinet meeting.

The Cabinet Member for Adult Social Care and Culture thanked Members of the Overview and Scrutiny Committee and the Adults and Health Scrutiny Panel for the time and attention given to ensuring that the process for the closure of Osborne Grove Nursing Home was carried out as smoothly as possible. Cllr Vanier further thanked



family carers, staff members and other stakeholders who attended Adults and Health Scrutiny Panel on 8<sup>th</sup> February and made representations on behalf of their loved ones, currently living at Osborne Grove Nursing Home.

The Cabinet Member continued to provide the following response to the Scrutiny recommendation:

- The decision to close a care home was not one which any Council would take lightly and, the Council had considered the matter from every angle. The Cabinet Member reiterated that the safety and welfare of residents had always been and would continue to be the Council's paramount concern. The Council further recognised that such a decision had a profound impact on residents and their families and friends for whom Osborne Grove was their home and there was an understanding of these the feelings.
- The decision to close Osborne Grove Nursing Home was made on the basis of the quality of care and sustainability issues set out at length in the December 12<sup>th</sup> Cabinet report. It was not a decision made contingent on the future use of the site for nursing care or other options relating to the provision of nursing care. The Cabinet Member advised that quality of care and sustainability issues remained prevalent despite every effort by staff and managers. The regular audits conducted by management continued to highlight non-compliance issues in the safe care and treatment of residents. Further, the Establishment Concerns meeting that recently met to consider quality and safeguarding issues was not satisfied in regards to safe care and treatment. Members included Commissioning Quality Assurance, the CCG clinical and assurance staff, CCG safeguarding lead and CQC representative.
- The process of implementing the 12<sup>th</sup> December Cabinet decision was already underway. In line with that decision, and as set out in the recent Information Packs provided to residents and their families recommended by the Adults and Health Scrutiny Panel, the multi-agency reassessments of residents were being carried out. Some residents had moved and a number of others were at the point of being ready to move, having found suitable, alternative accommodation. It was reported that these residents and their families felt confident about the move, that they were satisfied with the new facilities and had been effectively engaged in the process.
- It was still the view that the best interests of residents were best served by ensuring that their care and support needs can be met in a high quality setting. The anxiety and disruption caused by changes to the process at this stage would risk destabilising residents and building anxiety into what was already a difficult and testing time.
- The options appraisal was a distinct piece of work, which sets out future options for the use of the site for nursing care in the future, in effect once

closure of the home had occurred. Keeping the home open on exactly the same basis as current conditions was not one of the options being considered when carrying out the options appraisal. This was due to closure of the home being considered as taken place.

- The Cabinet Member reiterated that the nursing home as currently constituted: was not sustainable, could not deliver the quality of care consistently as required, was not built to the standards required for a nursing care provision and did not contain the capacity required to make it economically viable for any future provider.

The Cabinet Member for Adult and Social Care concluded by advising that she did not support the recommendation of the Overview and Scrutiny Committee and advised Cabinet not to accept a pause in the current process of closure.

Further to considering, the reasons set out by the Cabinet Member for Adult Social Care and Culture, Cabinet

## **RESOLVED**

To not accept the Scrutiny recommendation of a pause in the current process of closure for Osborne Grove Nursing Home.

### **194. DEPUTATIONS/PETITIONS/QUESTIONS**

There were no deputations, petitions or questions put forward.

### **195. HIGH ROAD WEST LEASEHOLDER OFFER**

The Cabinet Member for Housing, Regeneration and Planning introduced the report, which set out the next steps for developing a leaseholder offer for Love Lane leaseholders.

The Cabinet Member advised that the Council had received legal advice that the consultation on the leaseholder offer for Love Lane leaseholders had two challenges and there was a need to re-consult on the leaseholder offer. Therefore, the report was seeking approval to re-consult and also seeking a delegation to the Strategic Director of Regeneration, Planning and Development and the s151 Officer to agree all third party acquisitions (including all acquisition prices, costs, compensation packages and fees) within the High Road West Regeneration area (other than any compulsory acquisitions).

The Cabinet Member emphasised that the Council had been working hard with leaseholders on the offer and remained committed to continuing this work.

In response to questions from Cllr Engert and Cllr Brabazon, the following information was noted:

- In relation to the requirement to re-consult, it was important to note the significant and wide officer effort involved in planning, organising and delivery of consultation. However, as this process often involved complex legal issues, sometimes issues could emerge later on.
- With regard to the constitutional question raised on the delegations to the director, this recommendation was required to provide necessary authority for the Council to negotiate private treaty agreements and CPO action was only a last resort. Paragraph 5.3 of the report further demonstrated that there were a significant number of property interests within the High Road West area, which were anticipated to be above £500,000 and as such, a Cabinet decision would be required for every acquisition. Given that each Cabinet decision had up to a three-month lead in process, seeking Cabinet approval would not only cause time delays, it would also considerably congest the Cabinet agenda. It was absolutely the case, to ensure the successful delivery of the Scheme, Officers needed to be able to negotiate and finalise transactions in an expedient manner so that third party interests are happy to transact with the Council. The Monitoring officer also confirmed that, as this was a delegation from Cabinet, it did not require a change to the Constitution and consideration at Standards Committee.
- The Cabinet Member emphasised that the consultation needed to be re – run to provide clarity on two issues. Firstly, to set out why the commitments within the offer are the Council's preferred set of commitments. Secondly, to clarify the definitions of resident and non-resident leaseholder in the Love Lane Offer and to be aligned with the definitions set out in the Leaseholder Guide (agreed by Cabinet in 2014).
- With regard to the accessibility of the consultation documentation, this was felt appropriate, considering there were complicated issues and movement of funds to be explained. However, the Cabinet Member offered to liaise with the Council Communications team about further ways to improve the understanding of the consultation documentation by leaseholders and tenants. It was important to note that the consultation documentation had not been solely relied upon and there had been workshops held with Love Lane leaseholders, supported by interpreters and the Independent Tenant and Leaseholder Advisor to ensure leaseholders were fully informed.
- In relation to the costs of the replacement homes for the High Road West leaseholders, officers will be working with leaseholders and tenants on the design of the new homes and on the design of services within the homes. Officers would be working closely with residents to ensure that they acquire the services they need and that these are affordable. Officers would work through the type and level of services that tenants/ leaseholders want to have. It is only by actively working through this process that officers would gain a better understanding on the level of the service charges, they would communicate the costs, as, and when, they were received, to allow leaseholders to make informed decisions. It was noted that Insurance policies would be the responsibility of leaseholder.

- The new consultation was envisaged to take place after the purdah period and officers would be speaking to the new administration on the timing of this. Indeed, it was important to maintain the momentum created with leaseholders in the previous consultation and getting the leaseholder offer agreed as soon as possible to help leaseholders make decisions.
- In relation to acquisitions on High Road West and delivery of the High Road West scheme, there were a number of negotiations but no acquisitions yet. Officers had instead, been focusing on acquiring the third party land interests required to deliver White Hart Lane station, which was being supported through Mayors Regeneration Funding. It was explained that having a delivery partner in place for High Road West, would help progress negotiations with landowners within the site.

Further to considering the exempt information at item 26,

## **RESOLVED**

1. To consider the rationale set out in paragraphs 6.12-6.17 and agree that:
  - a. the Council undertakes a new consultation on the proposed Love Lane Leaseholder Offer and;
  - b. That a further report be presented to Cabinet for decision following that further consultation.
2. To agree the acquisition of all third party land interests within the boundary of the High Road West Blue Line Plan within Appendix 2 (other than any compulsory acquisitions), to be acquired by private treaty by the Council pursuant to the terms of the Compulsory Purchase Order Indemnity Agreement (“CPOIA”) dated 20 December 2017, to facilitate the High Road West Regeneration Scheme and gives delegated authority to the Strategic Director of Regeneration, Planning and Development and the section 151 Officer to agree the final price (including the land price, costs, compensation and fees) to be paid for each third party land interests provided that the total sum to be spent on these acquisitions shall not exceed the sum referred to in the approved capital programme and mentioned in paragraph 8.6.

## **Reasons for decision**

### Recommendation 1

From November 2017 through to January 2018, the Council spent two months working with and engaging leaseholders on the Love Lane Estate on a Leaseholder Offer. The Council’s ambition has been to work with resident and non-resident leaseholders to develop an offer, which allows all resident leaseholders to remain in the High Road West area and to ensure all leaseholders are not financially worse off.

Following this engagement, the Council formally consulted on an Enhanced Leaseholder Offer, which sought to deliver the following enhancements from the ERRPP for resident leaseholders:

- A further rehousing option for leaseholders referred to as a leasehold swap;
- An enhanced equity share offer which tackles concerns regarding affordability and allows resident leaseholders to access a new home within the regeneration area; and
- A 12 month grace period for family members/ beneficiaries which tackles concerns regarding succession

Through undertaking this consultation, it has become apparent that the consultation material was flawed in two respects. Firstly, it did not explain clearly, why some aspirations of leaseholders have been included in the offer and why some have not. Secondly, it did not explain that the definition of a resident leaseholder in the Love Lane Offer aligned with the definitions set out in the Leaseholder Guide (agreed by Cabinet in 2014) and as such is more restrictive than that in the ERRPP.

Officers therefore recommend that the Council, redraft the consultation materials and re-consult to ensure leaseholders are fully and properly consulted.

Officers advise that the Council employ an independent financial advisor ahead of undertaking the consultation to advise leaseholders how the proposed offer will affect them.

### Recommendation 2

The Council entered into a Development Agreement and a CPOIA with Lendlease on 20 December 2017. These legal agreements set out the obligations on each party in relation to the delivery of the Scheme.

A key obligation on the Council is to secure all of the third party land interests within the Scheme, circa 100 interests, by private treaty if possible. To secure these land interests the Council will be utilising a combination of Housing Zone funding and borrowing. All costs the Council will incur will be reimbursed through the CPOIA with Lendlease.

At present, the Council's constitution requires that any acquisitions that exceed a £500,000 price should be agreed by the Council's Cabinet, acquisitions between £250,000 (and under) or less than £500,000 can be approved by the Strategic Director of Regeneration, Planning and Development.

In order for the Council to be able to acquire all of the interests in a timely and efficient manner, it is recommended that the Cabinet grant delegated authority to the Strategic Director of Regeneration, Planning and Development and s151 Officer to agree all third party land acquisitions (including all acquisition prices, costs and compensation) that the Council needs to acquire within the High Road West area pursuant to the CPOIA.

All land acquisition prices, costs and compensations will be based on a valuation report from a RICS registered value and will be based on the commitments set out in the High Road West Business Charter and the Compulsory Purchase Order Code.

### **Alternative options considered**

#### Leaseholder Offer

Officers have considered not undertaking another consultation with leaseholders on the Love Lane Estate, but have discarded this option. This is because it is clear that the engagement and consultation were flawed as set out above.

#### Delegated authority for the acquisition of properties within the High Road West area

Officers have considered not seeking delegated authority to the Strategic Director of Regeneration, Planning and Development and the s151 Officer to agree the acquisition of all third party land interests equalling or exceeding a capital value of £500,000 (including the price, costs and compensation) and relying on the delegations within the Council's constitution to make acquisitions.

There are a significant number of property interests within the High Road West area, which are anticipated to be above £500,000 and as such, a Cabinet decision would be acquired for every acquisition. Given that each Cabinet decision has a three-month lead in process, seeking Cabinet approval will not only cause time delays, it will also considerably congest the Cabinet agenda. It is absolutely the case that to ensure the successful delivery of the Scheme, Officers need to be able to negotiate and finalise transactions in an expedient manner so that third party interests are happy to transact with the Council. For these reasons, this option has been discounted and Officers are seeking delegated authority.

## **196. QUARTERLY BUDGET MONITORING REPORT**

The Cabinet Member for Finance and Health introduced the report, which set out the 2017/18 Quarter 3 (Q3) financial position for the Council; including the Revenue, Capital, Housing Revenue Account (HRA) and Dedicated Schools Grant (DSG) budgets.

Most of the information contained in the report had been communicated in the in budget report to full Council in February. Since the previous quarterly update, there had been a slight budget improvement but the General Fund was projecting an overspend of £5.4m a there was an underspend in HRA of £1.8m

Cabinet were asked to consider the proposed management actions set out in the report and to approve the budget adjustments (virements) in Appendix 4 as required by Financial Regulations.

In response to questions from Councillor Engert

- There had been some over optimism when putting forward some savings in the budget last year. However, the recent budget report had factored this, and in particular ,there were no new savings for Priority 1 put forward for 2018/19 and savings for 2018/19 -2019/20 would be monitored closely. Service areas had focused on initiatives agreed by Cabinet such as early help, prevention and using less agency staff. Lessons had been learnt but there was a growth in the numbers of Looked after Children in Haringey and across the country. Therefore, it was important to keep in mind the context of austerity and cuts when considering this service area.
- In relation to the increased budget allocation for the relocation of the Civic Centre, this was associated with the Registrar's office move to Woodside House. The refurbishment was required to allow this commercial service to provide weddings at Woodside House in the summer.
- The Cabinet Member for Children and Families further highlighted that, where there was a rising demand in Children's Service, the Council must ensure children are safe and there are costs involved in this responsibility. However, there were measures in place to ensure the budget remains stable.
- The Inclusion Service was a new service, that had started trading in September 2017 and the Cabinet Member for Children and Families would write to Cllr Engert on the expected bookings.

### **RESOLVED**

1. To note the Q3 forecast revenue outturn for the General Fund of £5.4m overspend, including corporate items *and the proposed mitigation to deliver a balanced outturn position.* (Sections 6 & 7, Table 1 and Appendix 1);
2. To note the net HRA forecast position of £1.8m underspend. (Section 7, Table 2 and Appendix 2);
3. To note the position on DSG spend during 2017/18 and forecast closing reserve figure (Section 8, Table 3);
4. To note the latest capital position with forecast capital expenditure of £97.3m in 2017/18. (Section 9, Table 4);
5. To note the risks and mitigating actions identified in the report in the context of the Council's on-going budget management responsibilities/savings, as detailed in Appendices 3 (a) (g);
6. To note the measures in place to reduce overspend in service areas; and
7. To approve and note the budget virements set out in Appendix 4 of this report.

### **Reason for Decision**

A strong financial management framework, including oversight by Members and senior management, is an essential part of delivering the Council's priorities and statutory duties.

### **Alternative Options Considered**

This is the 2017/18 Quarter 3 budget monitoring financial report. As such, there are no alternative options.

**197. CORPORATE PLAN DELIVERY NON KEY**

The Leader introduced the report which set out the progress and delivery against the Corporate Plan objectives agreed in February 2015.

In response to questions from Cllr Engert, the following was noted:

- With regard to the performance on repairing potholes, the Council had recognised that there were issues with the contract and were considering alternative ways, through the contract, of dealing with potholes. The Cabinet Member for Environment offered to write back to Cllr Engert on this issue.
- In relation to performance against targets for litter, the Council were right to set an ambitious target. It was important to recognise litter, debris is a concern for all residents, and the Council strive to achieve the best performance for them. Similarly, the performance target for cycle travel demonstrated the councils ambition for improving cycling travel numbers
- Homes for Haringey were running a series of workshops with tenants to understand the areas of dissatisfaction with the service and allow plans to be put in place. The support to leaseholders was previously discussed at Cabinet and Scrutiny, in particular concerns about re-charges. There was an ongoing project being led by the Homes for Haringey Director for Operations to address these issues.
- There was a London wide increase in violence with injury and robbery, and the Council, in partnership with the Police, were working to reach a decline in numbers of incidents.

**RESOLVED**

To note the key achievements made in the period covered by Haringey Council's Corporate Plan 2015-18.

**Reasons for decision**

Not required as a noting report

**Alternative Options considered**

Not required as a noting report.

**198. HOMELESSNESS STRATEGY**



The Cabinet Member for Housing, Regeneration and Planning introduced the report, which set out the new Homelessness Strategy, meeting a strategic objective of the Housing strategy, which was to “Improve support and help to prevent homelessness”.

The strategy aimed to reduce the financial and human costs of homelessness through intervening earlier to prevent homelessness, increasing the supply of accommodation available and meeting the needs of those already in Temporary Accommodation.

The draft Homelessness Strategy had been developed collaboratively with partners across the borough including statutory service providers, voluntary and community organisations, and people using our services. Officers would continue working closely with these groups and individuals to develop the strategic delivery plan.

## **RESOLVED**

1. To note the Equalities Impact Assessment at Appendix 2
2. To approve the draft Homelessness Strategy set out in Appendix 1, and, in particular, the priorities of the strategy which are as follows:
  - (a) Intervening earlier to prevent homelessness (as set out in section 7.1)
  - (b) Increasing the supply of accommodation available (as set out in section 7.2)
  - (c) Meeting the needs of those already in temporary accommodation (as set out in section 7.3)

## **Reasons for decision**

Homelessness in Haringey remains a persistent challenge, with the second highest level of homelessness in the country. A radically different approach that drives whole systems change is necessary. Haringey needs a new culture for dealing with homelessness; rooted in honesty about what is and is not possible and based on finding solutions and offering support.

The shared strategic vision and priorities set out in the Homelessness Strategy will guide our homelessness prevention and relief activities with partners and our communities over the coming years. This strategy is necessary to ensure our approach is appropriate, co-ordinated and that we are held to account on delivery.

The recommendation in 3.1 is to ensure the Council has met its duties under the Equality Act 2010.

The recommendation in 3.2 is to ensure that the Council meets its statutory duty to carry out a homelessness review and publish a Homelessness Strategy. The Council published its last Homelessness Strategy in 2012.

## **Alternative options considered**

Not to produce a Homelessness Strategy. The Council would be failing in its statutory obligations if it failed to produce an up to date Homelessness Strategy. The lack of a strategy would also render the council less effective in setting out its strategic approach to tackling homelessness and would make partnership working more difficult without a clear agreed direction.

Alternative priorities within the Homelessness Strategy were considered and discounted:

- A 'Gatekeeping' approach to homelessness. By making it harder for people to get help from the council, numbers in temporary accommodation could be minimised. This option was discounted as it does not reflect the new statutory framework of the Homelessness Reduction Act and the wider focus on prevention set out in the Council's Corporate Plan.
- A focus on moving significantly more households out of London. Whilst this option may need to be reviewed in future, it is currently not deemed to be in the interests of the council to pursue housing solutions that force families to move far away from their social and community networks
- Less focus on the 'personal' factors that contribute to homelessness. Our approach could have simply sought 'housing' solutions to homelessness without also addressing the underlying root causes such as poverty, unemployment and poor health and wellbeing. This option was discounted; the housing options people access have to be sustainable for them and for this, they need to be resilient and independent.
- Less reliance on the Private Rented Sector as a source of homes. The council simply does not have access to enough social rented accommodation for all those threatened with homelessness.

## **199. ROUGH SLEEPING STRATEGY**

The Cabinet Member for Housing, Regeneration and Planning set out the new Rough Sleeping Strategy, which had been developed following consultation and subsequent further work with the Homelessness Forum, service users and other strategic partners.

The key objectives of the strategy were rapid intervention, improving the health and wellbeing and resilience of rough sleepers, seeking to protect rough sleepers from the risk of violence and tackling street activity associated with rough sleeping.

### **RESOLVED**

1.To note the equalities impact assessment at appendix 2.

2.To approve the draft Rough Sleeping Strategy set out in Appendix 1, and, in particular, the priorities of the strategy that are as follows:

- (a) Rapid intervention to offer a route off the street for all (as set out in section 7.4)
- (b) Improving health, wellbeing and resilience (as set out in section 7.5)
- (c) Tackling street activity (as set out in section 7.6)

### **Reasons for decision**

Homelessness in Haringey remains a persistent challenge, with the second highest level of homelessness in the country. A radically different approach that drives whole systems change is necessary. Haringey needs a new culture for dealing with homelessness; rooted in honesty about what is and is not possible and based on finding solutions and offering support.

The strategic vision and priorities set out in the Rough Sleeping Strategy will guide our homelessness prevention and relief activities with partners and our communities over the coming years. The strategy is necessary to ensure our approach is appropriate, co-ordinated and that we are held to account on delivery.

The recommendation in 3.1 is to ensure the Council has met its duties under the Equality Act 2010.

The recommendation in 3.2 is to ensure that the Council specifically addresses the significant increase in rough sleeping in the borough and asks for a clear, distinctive and specific commitment from partners and residents.

### **Alternative options considered**

Not to produce a Rough Sleeping Strategy

It is not mandatory to have a standalone Rough Sleeping Strategy. However, there has been a significant increase in rough sleeping in the borough. There has also been

an ask of the council for a clear, distinctive and specific commitment to address this issue from partners and residents. Therefore, not having a standalone Rough Sleeping Strategy would fail to signal the Council's intent on this issue and its commitment to act on feedback from stakeholders.

## **200. HOUSING ALLOCATIONS UPDATE**

The Cabinet Member for Housing, Regeneration and Planning introduced the report, which outlined the updates required for the Housing Allocations Policy to be compliant with the new Homelessness Reduction Act, which comes into effect in April 2018.

### **RESOLVED**

To approve the minor amendments to the Housing Allocations Policy 2015 set out in Appendix 1, to ensure that Reasonable Preference is extended to those who are at the Prevention and Relief stages of an application, as required by the Homelessness Reduction Act.

### **Reasons for decision**

The recommendation in 3.1 is because minor changes to the Housing Allocations Policy are required to ensure that it is compliant with the Homelessness Reduction Act.

### **Alternative options considered**

Not to make any amendments to the Housing Allocations Policy. It could be argued that the extension of the Reasonable Preference category under the Homelessness Reduction Act is implicit in the existing wording. However, the amendments proposed make it clear that the Council is fully compliant with the new Homelessness Reduction Act.

## **201. GOOD GROWTH FUND - CONNECTING WOOD GREEN**

The Cabinet Member for Economic Development, Sustainability and Social inclusion introduced the report, which detailed the Council's submission of a Good Growth Fund bid called "Connecting Wood Green" and was seeking authority to enter into a grant agreement with the Greater London Authority (GLA) in the event of the bid being successful.

The Cabinet Member advised that the Council were still awaiting final confirmation on whether the grant had been successful, although Members were asked to note that officers have been advised that should the application be successful the funding will be 100% grant, so instead of £700k grant and £200k loan Haringey will be awarded a £900k grant.

This did not change the recommendations in the report, but Members were asked to note the following updates to the report:

- Para 4.2 – The Connecting Wood Green bid was for a £700,000 grant plus a £200,000 loan to contribute to projects with a total value of £2.2m, *but the GLA have advised that they are minded to award a 100% grant and so that funding will be a £900k grant and no loan.*
- Para 8.1- Reference to the loan agreements (second bullet point) with third parties can be omitted
- Para 8.2- The Connecting Wood Green bid was for a £700,000 grant plus a £200,000 loan to contribute to projects with a total value of £2.2m, *but the GLA have advised that they are minded to award a 100% grant and so that funding will be a £900k grant and no loan.*
- Para 8.3 – Table of finances to be amended so that the £200k loan element of the project for The Gas Works Project is omitted and the grant for The Gas Works Project is increased from £300k to £500k.
- Para 8.7 - Finance comments about the loan and having in place adequate controls for its repayment can be omitted
- Para 8.8- Reference to the loan agreements with third parties can be omitted
- Para 8.12 – Legal comments about the loan can be omitted

## **RESOLVED**

1. In the event of the “Connecting Wood Green” application to the GLA’s Good Growth Fund being successful, to give delegated authority to the Strategic Director of Regeneration, Planning and Development and the S151 Officer, after consultation with the Cabinet Member for Economic Development, Social Inclusion and Sustainability, to approve the Good Growth Fund grant agreement with the GLA.
2. In the event of the “Connecting Wood Green” application to the GLA’s Good Growth Fund being successful, to give delegated authority to the Strategic Director of Regeneration, Planning and Development and the S151 Officer, after consultation with the Cabinet Member for Economic Development, Social Inclusion and Sustainability, to approve grant agreements with third parties using the sources of funding as set out in the Connecting Wood Green bid proposal, up to the maximum amount of grant funding for each of the three projects as set out in the proposal, subject to compliance with State Aid legislation.

## **Reasons for decision**

Haringey made two Stage 1 applications for the Good Growth Fund in autumn 2017, one for Wood Green and one in partnership with local enterprise Fashion Enter. Both bids were successful in getting to Stage 2 and Stage 2 bids were submitted on 5 January 2018. The GLA will be notifying successful candidates in the week commencing 5th March 2018.

The Connecting Wood Green bid is for a £700,000 grant plus a £200,000 loan to contribute to projects with a total value of £2.2m. The proposal comprises three capital projects:

- The Gas Works Project (Olympia Trading Estate)
- The Library Hub Project (Post Office Unit)
- Public Realm Interventions (including Penstock Tunnel)

If the bid is successful, then the GLA will require Haringey to enter into a grant agreement by the 31 March 2018. The decision to enter into the grant funding agreement is an executive function as the value of the grant is above £500,000.

At the time of writing this report it is not known whether the bid has been successful or not, but in order to meet the deadlines it is necessary to seek conditional approval that, in the event of the bid being successful, Haringey can enter into a grant agreement with the GLA.

## **Alternative options considered**

In January 2018, Cabinet agreed to adopt the Wood Green Strategic Regeneration Framework (SRF), which sets out the overarching vision and objectives for Wood Green. Officers have developed a Development Infrastructure and Investment Funding Study and Delivery Plan, which will set out projects and priorities for the short, medium and long term.

There are a number of projects and priorities in the Wood Green SRF and draft Delivery Plan. All of the projects in the Connecting Wood Green proposal sit within this framework. The projects in the GGF “Connecting Wood Green” application have been proposed because there is a specific opportunity (in the form of a vacant or underused building) or funding already secured which has been used to lever in additional grant from the GLA.

If Cabinet does not agree to enter into a grant agreement with the GLA then some projects can still progress but with less funding and some projects will not be able to progress until alternative funding is secured:

The Gas Works Project can still go ahead but with less funding. There is a risk that the scheme may become unviable.

The Library Hub project can still go ahead but with less funding. There is a risk that the scheme may become unviable.

The Public Realm Interventions could not proceed until alternative funding is secured except the Penstock Tunnel refurbishment, which could proceed, but with a reduced scope using secured s106 and TfL funding.

If the funding is approved and Haringey enters into a grant agreement with the GLA then it will be necessary to enter into back-to-back grant agreements with third parties as set out in the proposal. The report recommends that delegated authority is given to the Strategic Director of Regeneration, Planning and Development to finalise the grant agreements, this is in order to ensure that the grant agreements can be made by the required deadline of 31 March.

The alternative option would be to go back to Cabinet in June 2018 with the final grant agreements, which would not be acceptable as this is after the grant agreement deadline.

## **202. PLANNING OBLIGATIONS SPD**

The Cabinet Member for Housing, Regeneration and Planning introduced the report, which provided a summary of the comments received to consultation, highlighting the key issues raised, and how the Council intend to address these in finalising the Planning Obligations SPD.

The Cabinet Member for Housing, Regeneration and Planning highlighted the importance of the Council updating its guidance on planning obligations to ensure securing the necessary commitments and funding from new developments to deliver the infrastructure and community benefits needed to realise ambitions for the borough, its residents, businesses and environment.

### **RESOLVED**

1. To note the comments received to consultation on the draft Planning Obligations Supplementary Planning Document (SPD) and the Council's proposed response, as set out in the Consultation Statement at Appendix A and in the tracked changes version of the final Planning Obligations SPD at Appendix B.
2. To adopt the revised Planning Obligations SPD (provided at Appendix B) as a material consideration in the determination of planning applications.

### **Reasons for decision**

The revised Planning Obligations Supplementary Planning Document (SPD) will give greater clarity to the Council's procedures and requirements for securing planning obligations, including financial contributions and affordable housing.

### **Alternative options considered**

No other alternative options have been considered on the basis that planning obligations are necessary to ensure the economic, social and environmental impacts arising as a result of a new development proposal are appropriately considered and mitigated.

## **203. HARINGEY TRANSPORT STRATEGY**

The Cabinet Member for Environment introduced the report, which sought approval of the Haringey Transport Strategy, following a six-week public consultation. The report

outlined the consultation carried out, the responses received and how the draft was proposed to be amended.

## **RESOLVED**

To adopt the Haringey Transport strategy.

### **Reason for decision**

The Transport Strategy is needed to ensure clarity around the Council's strategy and priorities for managing the local transport network and to support the delivery of corporate priorities for growth and regeneration as well as improving health and environmental quality.

The absence of a Strategy runs the risk of decisions about investment in transport being made in an uncoordinated manner. A new strategy is particularly important to target resources effectively following the Local Implementation Plan funding cuts announcement by Transport for London in their 2018 business plan.

### **Alternative Options considered**

The Council could rely on the Mayor of London's Transport Strategy and the North London sub-regional Transport Plan to provide the Strategy and priorities locally. However, while Haringey shares many of the same transport challenges as the rest of London and the sub-region, these higher-level strategies and plans fail to recognise variations in approach based upon local context, and therein, the weight to be afforded to the realisation of specific objectives and priorities.

## **204. RESPONSE TO THE JOINT TARGETED AREA INSPECTION AND CONSEQUENT REQUIRED ACTIONS**

The Cabinet Member for Children and Families introduced the report which sought agreement to a number of recommendations based on the need to address and incorporate recent findings from the Joint Targeted Area Inspection (JTAI) of the multi-agency response to abuse and neglect in Haringey, which took place in December 2017 and the vision referred to in the letter published by the JTAI on the 30 January 2018, with the "Future Operating Model for Children's Services" approved in March 2015, and with reference to legislative changes which will replace Local Safeguarding Children's Boards with new local partnership arrangements.

The report further sought agreement to a review of those services in the Council (e.g. services provided to children and/or their parents by Public Health or Adult Services) ensuring that services provided to support better outcomes for children and families are effectively co-ordinated and aligned into a "Think Family" approach. In time, this would produce a fully developed operating model increasingly reflecting a "whole authority" collaboration that maximises outcomes for vulnerable children and their families in Haringey.



**RESOLVED**

1. To note the published letter from the Care Quality Commission (CQC), Her Majesty's Inspection of Constabulary (HMIC), Her Majesty's Inspection of Probation (HMIP) Her Majesty's Inspectorate of Constabulary and Fire and Rescue Services (HMICFRS), and Ofsted dated 30 January 2018 emerging from the Joint Targeted Area Inspection (JTAI) of the multi-agency response to abuse and neglect which took place in Haringey between 4-8 December 2017, a copy of which is attached as Appendix 2. Also, the next steps for the Director of Children's Services to prepare a written statement of proposed action responding to JTAI findings.
2. To note that the written statement should be a multi-agency response involving the national probation service (NPS), the community rehabilitation company (CRC), the clinical commissioning group for Haringey (CCG), the metropolitan police service (MPS) and the local authority including its health providers. The response should set out the actions for the above partners individually where appropriate and for the partnership as a whole.
3. To note that the written statement of action must be sent to Ofsted no later than 11 May 2018 and that the statement will inform the key lines of enquiry (KLOEs) at any future joint or single agency activity by the inspectorates.
4. To note the need for a comprehensive timely and detailed response to JTAI findings (representing all partners including the LA and its health providers) as the next inspection of Local Authority Children's Services (ILACS) is expected during the current calendar year.
5. To note the legislative changes identified in the "Children and Social Work Act 2017" with particular reference to the proposed abolition of Local Safeguarding Children's Boards and their replacement by local arrangements made by the police, the CCG and the Local Authority.
6. To agree the principles of the evolving model of Early Help and as set out in paragraphs 6.4, and 7.2 to 7.10.
7. To agree that the vision to enable children to access help at an earlier stage and to use resources more effectively will be complimented by a corporately led review of the Council's commissioned services for children and Families such as those provided to parents by Public health and Adults services to take account of the principles of "Early Help" listed in this report at 7.2. This will involve all Council partners involved with providing services to children and/or their parents becoming aligned into a "Think Family" approach.
8. To agree that the "Early Help Strategy 2015-2018" should be revised in the light of all of the above.

## **Reasons for decision**

As a consequence of the JTAI in December 2017, statutory partners including the local authority are required to respond with a written statement of action designed to address the areas of improvement stipulated in the published JTAI letter. The statement will inform the future lines of enquiry at any future joint or single agency activity by the inspectorates. Statutory JTAI partners are the National Probation Service (NPS), the Community Rehabilitation Company (CRC), the Haringey Clinical Commissioning Group (CCG), the Metropolitan Police Service (MPS), and the Local Authority, including its health providers. The Director of Children's Services in Haringey must send the written statement of action by 11 May 2018. As a further inspection of Children's Services is expected later in 2018, the response of all partners to the JTAI acquires additional significance, owing to the essential contribution of partners in inter-agency working to safeguard and promote the welfare of children.

Changes to legislation brought about by the Children and Social Work Act 2017, which amongst other things abolishes Local Safeguarding Children Boards with effect from April 2019, mean that new statutory partnership arrangements between the MPS, the CCG and the Local Authority must be capable of providing continuity of oversight and challenge in the effective delivery of Safeguarding services across the new arrangements in addition to the delivery of an effective response to the JTAI findings.

### Budget Challenge

At the same time as demand for services has increased, resources have decreased across the Council as part of the national austerity measures imposed by central government. This has further compounded the challenge of addressing demand in Haringey and galvanised a renewed sense of urgency to transform. Demand and budget pressures together will mean that Children's services with the support of the whole council must continue to manage and deploy resources efficiently, in order to improve outcomes for children, young people and families in Haringey.

This situation is far from unique to Haringey, as recent national reports confirm rising demand for Children's services against reducing budgets. Local comparisons anecdotally confirm that neighbouring authorities are experiencing very similar recent pressures. In areas where patterns of demand have been successfully changed, e.g. in Hertfordshire County Council, and in other local authorities benefiting from innovation grants from government, reductions in demand for statutory services have been effected.

To continue to deliver improved outcomes for children and young people within a reduced budget, Children's services will be able to operate more efficiently and effectively by embedding with internal partners a single integrated multi-disciplinary approach across the borough, through the new Borough Plan and potentially right across strategic partnerships in Haringey as new safeguarding arrangements for children and young people begin to take effect.

As new local safeguarding partnership arrangements for children and young people take effect no later than April 2019, it is imperative that partners collectively make a

collaborative and coherent response across all resource provisions to maximise outcomes and value.

### Increased Demand on Children's Services

In addition to the budgetary pressures that the service must mitigate against, demand has increased significantly across a number of key statutory areas. There has been a 4% increase in the number of children and young people (0-25 years old) from a population of 87,306 in 2013 to 90,828 in 2016. Whilst the vast majority of people living in the borough are supported by universal services, demand for services for families with additional, acute or complex needs is rising consistently year upon year.

Where an organisation or member of the public has concerns about a child or a family, they are required to contact Children's social care services. When those concerns warrant further consideration, a referral is made. Annual referral activity is measured by a rate of 1 per every 10,000 children in Haringey aged 0-17. For the year ended March 2015, the rate of referral was 379, for the year ended March 2016 the rate increased to 539, for the year ended March 2017 the rate increased to 643 and the current rate for the year to date is 733.

These figures produce an overall increase in referral rate of 93% over the last three years since March 2015 when the original operating model was approved. Care applications to the Court are made where a child is deemed to be at such risk of significant harm that legal controls are required. The rate of applications to the Court increased in the same period by 77%. In the current national economic climate, there is no prospect of increasing resource in line with this level of increased demand. Analysis of all available data supports the need to progress with pace towards a new phase of the Local Authority's approach to children and families so that ever increasing demand challenges can be appropriately and collectively addressed.

### Recent Inspection Outcomes

The recent Joint Targeted Area Inspection (JTAI) in December 2017 reviewed actions of all Local Safeguarding Children's Board (LSCB) partners operating in Haringey in the context of 'the multi-agency response to abuse and neglect'. Inspectors recognised a number of strengths across the partnership, but also found an over-reliance on children's social care by the partnership (LSCB), and a corresponding under development of multi-agency early help, also across the LSCB partnership. The JTAI findings confirm the need for an updated and speedier approach to improvement from the LSCB as the current lead body, which holds partners to account for their safeguarding activities. When adopted, the updated vision and the expanded early help approach could include all relevant council services operating as single integrated collective providing safeguarding services within a "family centric" approach. Once achieved this approach should deliver what the JTAI referred to as "coherent commissioning".

As part of the JTAI inspection summary, inspectors commented positively on the Interim Director's development of a 'clear vision to enable children to access help at an earlier stage and to use resources more effectively'. The recommendations in this

report ask the Council to note the JTAI findings and how the updated expanded vision of Early Help begins to inform future safeguarding partnership arrangements that improve outcomes for children at an early stage avoiding over reliance on a social care model.

### Legislation

Recent legislative changes will impact on both the opportunities and challenges within Children's Services, as set out in the Children and Families Act 2017. Cabinet has already agreed a report describing increased statutory responsibilities for the local authority for care leavers, which will further compound the demand pressure described above.

In addition, the Act will abolish the current children's safeguarding partnership arrangements (Haringey Local Safeguarding Children Board) with effect from April 2019, and instead require the local authority, police and the clinical commissioning group (CCG) as the new statutory safeguarding partners to make local arrangements for safeguarding and promoting the welfare of children on a basis of equal responsibility and ownership. The change in statutory partnership arrangements presents a timely opportunity to increase the flexibility and autonomy for safeguarding partners to develop an operating model for delivering children's services as a single integrated multi agency system based on the updated expanded vision of early help noted by inspectors. The current LSCB accepted the updated vision in its meeting in September 2017. JTAI partners have also agreed to frame their responses to the JTAI findings against the updated vision. Although discussions are not yet concluded, so far, all partners have positively welcomed the updated vision and can see how it can be used to enhance current arrangements for delivering early help services to children, young people and their families, and reducing reliance on children's social care.

Whilst all local authorities are considering with statutory partners how best to continue to increase the impact of local safeguarding arrangements, national standards are also being updated. "*Working together to safeguard children*", is a statutory guide to inter-agency working to safeguard and promote the welfare of children. It is a national policy document, which describes the statutory functions of local authorities and their partners in respect of safeguarding children and promoting their welfare, describing safeguarding and promoting the welfare of children as:

- protecting children from maltreatment
- preventing impairment of children's health or development
- ensuring that children grow up in circumstances consistent with the provision of safe and effective care; and
- taking action to enable all children to have the best outcomes.

Local agencies including the police and health services have a duty to ensure they consider the need to safeguard and promote the welfare of children when carrying out their functions. Local authorities and their safeguarding partners are currently operating under "*Working Together 2015*", and government is currently consulting on an updated version of "*Working Together*" scheduled for implementation with effect from April 2018. Haringey's updated vision for Children's services, including an

expanded corporate role for Early Help, is consistent both with the current guidance (*Working Together 2015*) and the updated version "*Working Together 2018*."

### Regulation

In addition to the statutory changes described above, Ofsted, has recently implemented what they refer to as a new system of Inspections called ILACS (Inspections of Local Authority Children's Services) designed to "catch children's services before they fall" by being proactive and more continuously involved. The ILACS system or framework relies on a continuing conversation between Ofsted and local authorities to support its triennial inspection approach: Local authorities provide Ofsted with their self-evaluation of the current impact of Children's services on improving outcomes for children in their area. This is to confirm for Ofsted that Local Authorities have a sound grasp of their strengths and challenges and are planning accordingly. Inspectors' judgements in respect of the quality of leadership of Children's services will in part be informed by the relevance and application by the local authority of plans for continuous improvements in children's services. Even in poor circumstances, a good plan will be regarded as a strength in leadership capacity. As a result of informal dialogue with Inspectors during the JTAI, we were advised of the probability of an ILACS inspection in Haringey around October 2018. In this context, it becomes essential that Haringey can evidence impact on JTAI's recent view of our areas of strength and areas for improvement. As the JTAI positively endorsed the "*clear vision to enable children to access help at an earlier stage and to use resources more effectively*" as explained in this report, it follows that the Authority needs to demonstrate progress in implementing the vision as part of the multi-agency response to the JTAI findings. JTAI also noted that the Local Authority has convened a Children's services Improvement Board, chaired by the Deputy Chief Executive, to improve early help and children's social care. JTAI were satisfied that "*plans have been developed to address the main deficits identified during this inspection.*"

### **Alternative options considered**

The proposed expanded vision of Early Help in the operating model builds upon the previously agreed Children's Services model approved by Cabinet in March 2015. Alternative options were considered at this time.

## **205. LAC SUFFICIENCY STRATEGY 2018-21**

The Cabinet Member for Children and Families introduced the report, which set out the draft Looked after Children Sufficiency Strategy for approval. Cabinet noted that the Council had a statutory duty to publish this Strategy in order to identify how it would meet its duties to ensure that there is sufficient accommodation for looked after children that meets their needs and is within the local authority area.

### **RESOLVED**

To approve the Looked after Children Sufficiency Strategy attached as Appendix 1.

### **Reasons for decision**

Councils are required to review and refresh their LAC Sufficiency Strategies regularly to take account of changing demographics, shifting patterns of demand and developments in the market. This strategy will replace the previous Sufficiency Strategy, which ran until the end of December 2017, offering an opportunity to present refreshed data and some innovative approaches to the challenges of LAC sufficiency.

### **Alternative options considered**

It is a statutory requirement for the Council to produce a Looked after Children Sufficiency Strategy and for it to be made publically accessible. Alternative options were not therefore considered.

## **206. DISPOSAL OF SITE ON BERNARD ROAD**

The Cabinet Member for Corporate Resources introduced the report, which sought authority to declare the Council owned site at Bernard Road N17 (outlined on the plan in Appendix 1) as surplus to requirements. It also sought authority to appropriate the site for planning purposes (subject to planning permission being granted) and to dispose of the freehold of the site to GCAP Investments Limited, a developer who owns the neighbouring land parcel. The disposal will facilitate a workspace-led scheme across the combined sites.

The Cabinet Member further advised that the Local Plan had highlighted the need for more workspace in the borough and this report enabled progress to this quota. The site at Bernard Road currently housed five low quality business units, and the new development would accommodate 40 new businesses and 240 jobs.

In response to questions from Cllr Vanier and Cllr Engert:

- The land valuation was arrived at by a property specialist commissioned by the Council who had undertaken evaluation of the site and confirmed that the price represented best consideration to the Council in terms of value.
- The green space currently available would be relocated to the same site. There was currently 630 square metre of green space, which would increase to 1000 square metres when relocated to the south of the site. This green space would have soft landscaping and be available for public use.
- The planning application is due to be considered by Planning Committee next Monday. As part of that application, officers are proposing that the lands will be designated as public open space through the section 106 agreement. . The purpose of this is to ensure that the land is held as public open space now and in the future. It was reiterated that existing business can move back to the site and the smallest unit was expected to cost £365 a month, so there was genuine affordable workspace to help existing businesses and house additional businesses.

Further to considering exempt information at item 27,

**RESOLVED**

1. To confirm that the piece of land held for Housing purposes (vertical hatching in the plan attached as Appendix 1a) and the piece of land held in the General Fund (grey shading in the plan attached as Appendix 1a) are no longer required for the purposes for which they are held and declare them surplus to requirements.
2. To agree, subject to the approval of the submitted planning application (planning reference HGY/2017/3584), to the appropriation of both pieces of land (as shown edged black in the plan attached as Appendix 1a) for planning purposes under section 122 of the Local Government Act 1972, so that such land shall have the benefit of section 203 of the Housing and Planning Act 2016.
3. To agree the disposal of the Council's freehold interest in the land (as set out in the plan edged black in Appendix 1a) to GCAP Investments Limited for a sum set out in Part B of this report and set out in the Heads of Terms attached in Appendix 2 of this report.
4. To agree to place the sum set out in Part B of this report of the capital receipt into a reserve to cover the eventuality of the Council's guarantee being called upon.
5. To delegate to the Council's section 151 officer authority to review and amend the amount so reserved at the rent review period to ensure that it is in line with the potential liability under the guarantee.

**Reasons for Decision**

The limited supply of workspace in the borough gives significant strategic rationale for the Council to consider means of accelerating the delivery of affordable workspace.

The disposal of the site will enable an innovative workspace-led, mixed use scheme across two interconnected land ownerships. Both plots of land are too small to independently deliver viable schemes, which provide high quality workspace and positively contribute to the surrounding community.

Without Council intervention, the proposed scheme would not be delivered. Valuations and residual appraisals undertaken by both sides show the proposed development scheme as being marginal and less than the combined existing use value for both sites.

The Tottenham Area Action Plan (AAP) sets out a number of site designations, which are designed to see the area thrive and intensify as a location for businesses and jobs. The AAP identifies this site as being appropriate for such development and encourages a joint approach.

The Tottenham AAP recognises that the site, in its current configuration, does not positively contribute to the local environment. The current workspace is in poor condition, causes noise pollution and fails to meet the demand of local businesses. The Council's site also incorporates a small green space, which is to be provided for. Furthermore, there are clashes between movements in the existing road network, where industrial traffic is directed through residential streets. These factors will be addressed through the proposed development scheme.

### **Alternative options considered**

As the Council is part landowner within this site, a number of delivery scenarios were considered:

#### **Option 1: Do nothing**

A 'do nothing' option, whereby the Council does not facilitate the development of the site, would fail to meet the Council's policy and strategic objectives for workspace, predominantly set out in the Tottenham AAP. Without Council intervention, the site would continue to provide underused and inadequate workspace, and would not positively contribute to the local environment.

#### **Option 2: Disposal of LBH Interest on the open market, or placing the site into the Haringey Development Vehicle**

Alternative options of disposing of the Council's site on the open market or putting it into the Haringey Development Vehicle were considered. These were discounted on the basis that there was clear value to be achieved through working with the neighbouring land owner, and unlocking the potential of both sites.

#### **Option 3: Entering into a Joint Venture with GCAP Investments Limited**

Consideration was given as to whether the Council might enter into a Joint Venture, or similar partnership with GCAP Investments Limited. This would have given the Council greater control over the outcome of the development and a potential share of the profits involved. This route was discounted on the basis that the volume of legal and other professional costs of setting up a Joint Venture are significant and were viewed as disproportionate for a development of this scale where the Council's interests could be protected via other means.

#### **Option 4: Acquisition of freehold and disposal of long leasehold**

The Council explored acquiring the freehold interest in GCAP Investments Limited land holding, and the Council then granting a 250-year lease to GCAP Investments Limited for the combined site on the basis of it being redeveloped. This option was discounted, as it was agreed that the overarching lease would not provide the Council with sufficiently more robust control than a freehold disposal, which was subject to S106 obligations. This option would also give rise to additional Stamp Duty Land Tax



(SDLT), and a lower capital receipt than existing use value representing less than best consideration.

### **Option 5: Direct Disposal of LBH freehold to GCAP Investments Limited**

The option outlined in this report sees the Council interest being disposed of directly to GCAP Investments Limited. This approach is the simplest disposal option, gives rise to a lower Stamp Duty Land Tax (SDLT) and a significant capital receipt. The Council are also able to sufficiently control the management and pricing of the workspace for a minimum period of 50 years through the planning system, and the initial conditions of the disposal.

## **207. HARINGEY'S COMMITMENT TO BECOMING AN LGBT+ INCLUSIVE BOROUGH NON KEY**

The Cabinet Member for Housing, Regeneration and Planning introduced the report which highlighted the importance of Lesbian, Gay, Bisexual, Transgender and/or Queer or Questioning, Intersex, Asexual and Non-Binary (LGBT+) inclusion and Cabinet's commitment to equality for this group of staff and residents. It included an action plan, which outlines some of the specific actions the Council will be making for LGBT+ staff and residents.

The Cabinet Member for Housing, Regeneration and Planning, outlined the Council's work on LGBT issues, including: internal work initiatives with staff, working with Stonewall to support young LGBT people who are being bullied, completing internal audits to assess equality, organising a staff network and instigating a process of data collection to assess LGBT applicants and progression in the organisation. Equally, through the supported housing review, the Council had recognised they might not be meeting the housing needs of some LGBT groups i.e. elderly LGBT living in supported accommodation who may have health issues or younger BAME LGBT people, fleeing family persecution and becoming homeless. There was a key gap recognised, and a more systematic approach needed. It was important to start this conversation on housing needs for LGBT+ with the Council and housing providers.

The report set out an action plan to generate conversation on the gaps in provision and aid development of a wider strategy in consultation with LGBT+ community, staff, and stakeholders. The report sets out four initial priorities for discussion:

- Giving LGBT+ residents a stronger voice in shaping priorities and services to ensure that they meet the needs of LGBT+ residents
- Exercising system leadership across the networks of service providers supporting LGBT+ residents.
- Making Haringey a safe and welcoming place to live, work and visit for LGBT+ people.
- Making Haringey Council an LGBT+ inclusive workplace.

In response to questions:

- The challenges to tackle were service providers understanding the needs of the LGBT+ residents in commissioned housing.
- This work was important in terms of inclusivity and the visibility of inclusiveness. It was important for this work on supporting LGBT + to not be seen as a side-line, recognising that LGBT+ residents contribute to the borough but also have support needs, and may also be disproportionately victims of hate crime. It was important to provide challenge to the mainstream but keep distinctive, in terms of what the particular needs of the community are.
- Issue of intersexuality was not understood by housing providers. For example, a BAME LGBT person may be facing significant trouble at home and may become homeless because of this. Currently, this housing need issue is not understood. Equally, a homosexual elderly man who may have health support needs will also need specific housing support and this will also need to be understood by the housing provider.
- Voluntary sector element had changed over the years with reduction in funding, impacting on LGBT+ organisations. A positive development was a meeting of Haringey LGBT network, facilitated by the Council, to get together a community network and consider, as a group, seeking grant funding. The Director for Public Health was happy to discuss with Cllr Hearn how she could be involved in this new network.

## **RESOLVED**

To affirm the organisation's commitment to LGBT+ equality and note the action plan (see appendix 1).

### **Reasons for decision**

Cabinet's full support highlights Haringey's commitment to being a more equal and inclusive borough for both our staff and residents.

### **Alternative options considered**

As a public body, we have an equalities duty; by not doing anything, we are at risk of not fulfilling this duty.

**208. MINUTES OF OTHER BODIES**

**RESOLVED**

To note the minutes of the following:

- Cabinet Member signing 2<sup>nd</sup> February 2018
- Cabinet Member signing 6 February 2018 10am
- Cabinet Member signing 6<sup>th</sup> February 2018 1.30pm
- Cabinet Member signing 7<sup>th</sup> of February 2018 10.30am

**209. SIGNIFICANT AND DELEGATED ACTIONS**

**RESOLVED**

To note the significant and delegated actions taken by directors in February 2018.

**210. NEW ITEMS OF URGENT BUSINESS**

None

**211. EXCLUSION OF THE PRESS AND PUBLIC**

**RESOLVED**

That the press and public be excluded from the remainder of the meeting as agenda items 25 and 26 contained exempt information as defined under paragraph 3, part 1 schedule 12A of the local government Act 1972.

**212. HIGH ROAD WEST LEASEHOLDER OFFER**

As per item 195.

**213. DISPOSAL OF SITE ON BERNARD ROAD**

As per item 206.

**214. NEW ITEMS OF EXEMPT URGENT BUSINESS**

None

CHAIR: Councillor Claire Kober

Signed by Chair .....

Date .....



Report for: **Cabinet 26<sup>th</sup> June 2018**

Title: **Tangmere and Northolt blocks on the Broadwater Farm Estate**

Report  
Authorised by: **Helen Fisher, interim Director of Housing, Regeneration and Planning**

Lead Officer: **Dan Hawthorn, Director of Housing and Growth**

Ward(s) affected: **West Green**

Report for Key/  
Non Key Decision: **Key Decision**

## **1. DESCRIBE THE ISSUE UNDER CONSIDERATION**

- 1.1. Following the Grenfell Tower tragedy, Councils across the country have been reviewing the safety of their buildings. As a result of such a review carried out by Homes for Haringey, decisions must now be taken in light of structural issues identified with a number of blocks on the Broadwater Farm estate.
- 1.2. The Haringey review took the form of surveys commissioned by Homes for Haringey in a number of empty properties in the different blocks on Broadwater Farm, which involved in-depth works to understand how the blocks were constructed. The survey reports identified structural issues in the estate's medium-rise blocks, which means they do not meet the required standards to use piped gas. The reports also identified that two blocks – Tangmere (a ziggurat construction) and Northolt (a high rise block) – have failed a lower test which means that there is a risk from a lower impact event such as a vehicle strike or bottled gas explosion. This means that Tangmere and Northolt do not meet required standards even without piped gas. The other block on the estate – Kenley – has passed the required tests.
- 1.3. The Council has put in place a number of mitigations to reduce these risks, which means that there has not been a need to rehouse residents to date. However, because they have failed the lower test, neither Tangmere nor Northolt can remain occupied long-term as they are in their current structural state. In order to ensure that the homes in these two blocks are safe, they would require significant strengthening works. The degree of structural work needed to achieve the required level of safety standards is extremely costly, and this would significantly impact on the funding available to do other necessary works to other Council estates. Residents would also need to be rehoused temporarily to allow the strengthening works to take place. The Council is therefore proposing to consult residents on options for resolving this situation. For the reasons outlined in this report, the Council's preferred option is to demolish the blocks and replace them with high quality, new council homes built on the estate.
- 1.4. The estimated cost of strengthening Tangmere is £13m, with a total estimated cost of £19m or £164,000 per flat when other immediate investment needs are taken into account. The estimated cost of strengthening Northolt is £12m, with a total

estimated cost of £14.6m or £145,000 per flat when other immediate investment needs are taken into account. Rebuilding the homes in both blocks would also come at a significant cost (for illustration, in the range of £32m to £54m to rebuild the homes in both blocks based on industry standard build cost estimates), but would represent an investment in high quality, new homes with a longer life and lower maintenance costs. Further, whilst the cost of strengthening would have to be met entirely from the Housing Revenue Account (HRA), new build homes would likely be eligible for external grant which would reduce the cost to the Council, and there is a broader range of delivery options through both the HRA and General Fund which would need to be evaluated. For these reasons, the strengthening option would have a much more significant and immediate impact on the HRA and the Council's ability to carry out improvements in the rest of its homes. The potential impact on the Housing Revenue Account and the other financial implications are set out in more detail in section eight.

- 1.5. The presence of piped gas in Tangmere continues to pose a health and safety risk to residents. The gas supplier (Cadent - the trading name of National Grid Gas Distribution Ltd) have informed Homes for Haringey that they will switch off the gas supply to all the blocks that have failed the appropriate structural test for buildings with piped gas by the end of October. After this date, heat and hot water will be supplied to the medium-rise blocks initially through temporary boilers installed at the foot of each block. These blocks will then be connected to a renewed estate-wide district heating system.
- 1.6. Tangmere also has piped gas, and as a decision will not be made about whether to strengthen Tangmere until after the resident consultation, this report recommends that the process to temporarily rehouse residents of Tangmere starts now, so that there is sufficient time to rehouse residents before the end of October deadline. This does not affect the future decision on whether to strengthen or rebuild the Council homes on Tangmere, as in either case residents would need to be rehoused. Northolt does not have piped gas and so there is not the same urgency to rehouse the residents of Northolt at this time, but this position will be kept under review. The position regarding Northolt is set out in more detail in section six of this report.
- 1.7. This report also presents a proposed rehousing policy which would apply to residents following Cabinet's decisions to either strengthen the blocks or rehouse residents and rebuild the homes on the estate. Residents will be consulted on this policy over the summer, and approval for the final version will be sought from Cabinet later this year. The proposed policy makes clear residents' Right to Return to Broadwater Farm if they have to be rehoused as a result of the structural issues identified. Because the rehousing of Tangmere residents needs to be done more urgently, for health and safety reasons, a specific rehousing priority scheme to apply in this circumstance is also attached for Cabinet to approve.
- 1.8. Since the issues described in this report came to light, the Council and Homes for Haringey have carried out an intensive programme of resident engagement to inform residents of the issues identified and provide reassurance. As this report sets out, this commitment to resident engagement will continue throughout the next stage of work on Broadwater Farm, and will include support for residents who need to be rehoused.

- 1.9. The rest of this report sets out the background to the recent safety tests carried out on Broadwater Farm, the current position regarding each block on the estate and the proposed next steps for each block in light of the results of the tests.

## **2. CABINET MEMBER INTRODUCTION**

- 2.1. This administration was elected on a commitment of providing a safe, decent and affordable home for everyone. It is now clear that two blocks at Broadwater Farm cannot fulfil this promise for the long-term. Having now properly understood the condition of Northolt and Tangmere, we are determined to take whatever action is necessary to guarantee the long-term safety of the residents. For any landlord, the safety of tenants must always be the number one priority.
- 2.2. As set out in this report, it is possible to strengthen these two blocks to bring them up to a habitable standard. However, the cost of that strengthening work is very high indeed. Only strengthening the blocks would not offer our residents the decent council homes we are committed to ensuring all our tenants live in. We don't like the idea of demolishing homes, and would always want to minimise disruption to an estate which many people have called home for decades. However we have been elected to deliver on a promise of safe and decent homes for all our tenants. Disrupting the lives of our tenants for so long to only deliver habitable homes at such a high cost falls far below the aspirations we have for those residents. As a Council we also have a duty to maintain the long-term health of the Council's finances, and to consider the direct impact such a cost would have on our ability both to maintain the rest of our existing homes, many of which are in desperate need of investment. We are also determined to deliver the new homes which Haringey so desperately needs. That's why we have come to view that the most appropriate thing to do is demolish these blocks and rebuild new council homes on the estate which will ensure that the residents who choose to return, will return to council homes that are built to the highest standards, and most importantly meet the housing needs of the residents of Tangmere and Northolt.
- 2.3. However whilst it's our current view that the option to rebuild the homes provides the best long term outcomes for our tenants a decision of this scale – to demolish people's homes – is not one that can be taken lightly. The decision on the future of these blocks will not be taken now. We are committing to consult residents in Northolt and Tangmere, not only on the decision about the future of the blocks but also on the promises which underpin our approach to rehousing the people who live in them. Residents will be central to this process throughout: we will fully take their views into account before taking any final decision either to demolish the blocks or to strengthen, and on our approach to rehousing. Building trust must be at the heart of our approach to engaging with residents. Trust will not be achieved if we do not rehouse affected residents in manner that places paramount importance on their needs and desires.
- 2.4. In this complex situation, we cannot delay the decisions that need to be taken – however difficult they are. But nor can we move so quickly that we don't properly consider all the factors – including residents' views – that must be taken into account for decisions as serious and significant as this. That's why we are taking the decisions that have to be taken now – to rehouse residents in Tangmere for their safety, and to start consultation on the long-term future of the blocks – and after a proper period of consultation will take a decision later this year on that long-

term future. If that decision is to demolish and rebuild the blocks, then of course we will also move as quickly as we can with plans to replace them with new Council homes, again making sure that Broadwater Farm residents – including those currently living in Tangmere and Northolt – are fully involved in shaping those plans.

### 3. RECOMMENDATIONS

It is recommended that Cabinet:

- 3.1. Agrees to commence temporarily rehousing residents from Tangmere immediately, because:
  - (a) Tangmere has failed both the 34 kN/m<sup>2</sup> and the 17 kN/m<sup>2</sup> structural tests which means there is a risk of progressive collapse from an explosion caused by piped gas or from an explosion from a lower impact event such as a vehicle strike or bottled gas explosion, and
  - (b) Piped gas will be removed from the block at the end of October 2018 and as such there will be no supply of heating and hot water to the block after this date, and
  - (c) It is necessary to rehouse residents temporarily even if a decision is made to strengthen Tangmere.
- 3.2. (a) Agrees that officers should consult with the residents of Tangmere and Northolt as set out in paragraphs 6.42 and 6.43 on whether to carry out the required strengthening works or whether to demolish the blocks and rebuild the Council homes on the estate.
  - (b) Agrees that the Council's preferred option in the consultation will be to demolish the blocks due to the significant cost of the works needed to address the health and safety issues identified.
- 3.3. Delegates authority to the Director of Housing, Regeneration and Planning to buy back leasehold properties in Tangmere on a voluntary basis.
- 3.4. Approves the Tangmere Leasehold Offer set out in section 6.67 – 6.73, including (i) the offer of equity loans to Tangmere leaseholders from the date this decision comes in to force, and (ii) the offer of temporary accommodation to leaseholders to assist them in moving out of Tangmere by agreement before they find their own, longer-term accommodation, and (iii) paying the cost of such temporary accommodation where appropriate depending on the circumstances of each case.
- 3.5. Approves the Tangmere Rehousing Priority Scheme for secure tenants attached at Appendix 1, which will apply to the rehousing recommended in 3.1 and approves (i) paying all or part of the cost of temporary accommodation for secure tenants where it is not possible for the Council to offer a Council or Housing Association property at the point where they need to move for health and safety reasons, as appropriate depending on the circumstances of each case and (ii) paying all or part of the difference between the tenant's current Council rent and the rent of the alternative accommodation they are offered, as appropriate depending on the circumstances of each case.



- 3.6. Delegates authority to the Director of Housing, Regeneration and Planning to commence the rehousing of residents in Northolt on health and safety grounds if the position regarding the safety of the block changes before Cabinet makes a decision about the future of the block. In the event that the Director takes such a decision the references to Tangmere in recommendations 3.3-3.5 above shall also apply to Northolt.
- 3.7. (a) Agrees that officers should consult with residents on the proposed Broadwater Farm Rehousing and Payments Policy, attached at Appendix 2 and detailed at paragraph 6.74 – 6.97.
- (b) Notes that the proposed policy is drafted so that it could apply in all the scenarios being consulted on i.e. whether to strengthen either or both blocks or whether to demolish either or both blocks and rebuild the homes on the estate.
- (c) Agrees that officers should consult with residents of Tangmere and Northolt on the proposed Broadwater Local Lettings Plan, attached at Appendix 2 and detailed at paragraph 6.98-6.99.
- 3.8. Agrees that a report should be brought to Cabinet after the summer following the consultations, recommending a decision on the futures of Tangmere and Northolt, and to approve a Rehousing and Payments Policy.
- 3.9. Notes that any residents who are temporarily rehoused before final decisions are made on the future of Tangmere and Northolt will benefit from the Rehousing and Payments Policy that is approved by Cabinet later this year. The proposed Rehousing and Payments Policy includes a Right to Return to Broadwater Farm for any tenant who needs to move as a result of the structural issues identified; either to their own flat (if their block is to be strengthened) or (for tenants) elsewhere on the estate or to newly built homes on the estate, if a decision is made to demolish the blocks and rebuild.
- 3.10. To note that the HRA capital costs associated with the above recommendations will be funded from the existing £11.5m capital provision, and that the revenue implications to both the HRA and General Fund associated with the above recommendations will be subject to further reporting in the budget monitoring report.

#### **4. REASONS FOR DECISION**

- 4.1. The Council has identified risks in a number of blocks on Broadwater Farm. Surveys have identified structural issues in the estate's medium-rise blocks, which means they do not meet the required standards to use piped gas and there is a risk of progressive collapse in the event of a gas explosion. The reports also identified that two blocks – Tangmere and Northolt – have failed a lower test which means that there is a risk of progressive collapse from a lower impact event such as a vehicle strike or bottled gas explosion. These risks have been mitigated through the introduction of measures set out in section six of this report, including:
- In the blocks with piped gas, the replacement of gas cookers with electric cookers and the installation of gas interrupter valves, which will switch off the gas if a leak is detected

- In the blocks which have also failed the lower test, a 24 hour concierge and a programme of home visits to reduce the risk that items such as bottled gas are taken into the building.
- 4.2. In the case of Tangmere and Northolt, which have failed the lower test, significant strengthening works are required to address the problems identified and make the buildings safe for long-term habitation. Based on estimates received by Homes for Haringey, the costs of strengthening works would have a significant impact on the Housing Revenue Account's position. The Council is therefore proposing to consult residents on whether it should strengthen or demolish the blocks, with its preferred option being to rehouse residents, demolish the blocks and rebuild the Council homes on the estate. The results of the consultation will be presented to Cabinet later this year to inform a decision on the future of both blocks.

### **Tangmere Rehousing**

- 4.3. A decision is required now regarding the occupation of Tangmere, as the piped gas supply to Tangmere is – in common with all blocks on the estate which currently have piped gas – due to be switched off by the end of October 2018. This date has been set by the gas supplier, Cadent, who have indicated that this date for switching the gas off cannot be moved. This report recommends that Cabinet approves the Tangmere Rehousing Priority Scheme, which will apply pending a decision being made by Cabinet later this year on the future of both blocks. This scheme will give Tangmere tenants priority for Council homes which become vacant. The urgent nature of the rehousing means that the Council may need to issue notices seeking possession under Ground 10, Schedule 2 of the Housing Act 1985 in order to regain possession of the homes. When relying on Ground 10, the Council is required to provide suitable alternative accommodation to the tenant.

### **Northolt**

- 4.4. As Northolt does not have piped gas, the October deadline does not apply and there is no need to rehouse residents at this point, but if strengthening works are carried out to the block residents would need to be rehoused temporarily to allow the works to take place. Recommendation 3.5 seeks delegated authority to the Director of Housing, Regeneration and Planning to commence the rehousing of residents in Northolt if the position regarding the safety of the block changes before Cabinet makes a decision about the future of the block. For the reasons set out in section six of this report, the Council's preferred option in the consultation with Northolt residents will be to demolish Northolt and rebuild the Council homes on the estate.

### **Rehousing Approach**

- 4.5. The Council does not have a rehousing policy which applies in scenarios such as this one – where residents urgently need to be rehoused due to a building requiring major structural repairs, or possible demolition due to the expense of repairs. Therefore a proposed policy will be consulted on over the summer, and presented to Cabinet later this year for approval.

## **5. ALTERNATIVE OPTIONS CONSIDERED**

## Tangmere Rehousing

- 5.1. The option of leaving residents living in Tangmere beyond October was discounted due to the October 2018 deadline for the gas to be switched off, which means that by this date residents must either be rehoused, or an alternative source of heat and hot water provided. If the rehousing process is not started imminently, there would be insufficient time to rehouse residents from Tangmere before the end of October. Homes for Haringey, who have been liaising with the gas provider Cadent, asked whether the October deadline could be extended, but Cadent have indicated that they are not willing to move the deadline because of the increased demand for gas in the winter months which increases the risk of a gas explosion.
- 5.2. The Council considered but discounted the option of providing temporary heating to Tangmere, as it plans to with the medium-rise blocks before they are connected to the renewed district heating system. This is because, unlike the medium-rise blocks, an alternative source of heating and hot water alone would not resolve the problem as Tangmere would still need to be strengthened to make it safe in the long-term. The cost of providing heat and hot water to Tangmere through temporary boilers would be approximately £1.3m, as new pipework, heat interface units and temporary boilers would need to be installed to the block. If a Cabinet decision was made later this year to carry out strengthening works to Tangmere, some of this new infrastructure would need to be removed to allow the strengthening works to take place.
- 5.3. Furthermore, if Cabinet decides later this year that strengthening works should be carried out to Tangmere, residents of Tangmere would still need to be temporarily rehoused to allow these works to take place.

### Consultation on preferred option

- 5.4. The Council could consult residents on a preferred option to carry out the strengthening works, or consult without expressing a preferred option. However the impact of the costs of the strengthening works as set out in this report would have a major impact on the position of the Housing Revenue Account. This would mean that investment in other Council homes and estates would need to be re-profiled. The Council's preferred option for both blocks is therefore to demolish the blocks and rebuild the homes on the estate

## 6. BACKGROUND INFORMATION

- 6.1. The Broadwater Farm estate comprises 12 blocks. Construction on the blocks began in 1969 and completed in the early 1970s using a Large Panel System (LPS) method of construction. The estate comprises:
  - Two tall high-rise blocks of 18 storeys
    - Northolt
    - Kenley
  - One 6 storey block of ziggurat construction
    - Tangmere
  - And nine medium rise blocks of 4-6 storeys above a concrete podium
    - Croydon
    - Lympe
    - Debden

- Hornchurch
- Hawking
- Manston
- Martlesham
- Rochford
- Stapleford

Tangmere and the nine medium-rise blocks currently have piped gas. The two high-rise blocks do not.

- 6.2. The blocks on Broadwater Farm are amongst a number of buildings in the country which were constructed using a Large Panel System (LPS) method of construction. This is the same method of construction as that used for Ronan Point in the London Borough of Newham, where a gas explosion in 1968 from a gas hob caused progressive collapse of one corner of the block. Following the Ronan Point disaster, regulations were introduced which state that LPS systems with a piped gas supply should be able to withstand an explosive force measuring 34 kN/m<sup>2</sup>, which is the equivalent of a piped gas explosion. The requirement for LPS blocks without a gas supply is that they should be able to withstand an explosive force of 17 kN/m<sup>2</sup>, which is the equivalent of the force of a vehicular strike to the building or from a bottled gas explosion.
- 6.3. Following the fire at Grenfell Tower in June 2017, Homes for Haringey commenced a review of the safety of buildings they manage on behalf of the Council. The then Department for Communities and Local Government also wrote to local authorities following Grenfell asking them to review building safety. Around the same time, in August 2017, Southwark Council published a report by consultants it had appointed to investigate four tower blocks on the Ledbury estate. These towers are of a similar construction type to Broadwater Farm (Large Panel System), and the report commissioned by Southwark raised concerns around the gas supply to the LPS blocks, and neither Southwark nor their structural engineers were able to locate records of the blocks' construction or any remedial works. In August and September 2017, the then Department for Communities and Local Government wrote to building owners who have LPS blocks to alert them to the position regarding the Ledbury estate and asking them to review the records pertaining to strengthening work and structural design of their LPS buildings.
- 6.4. The problems identified at Broadwater Farm only became apparent following surveys to 'open up' a sample of properties on the estate to understand the construction of the blocks in line with government regulations and guidance on LPS blocks issued by the Building Research Establishment (BRE). There are no original drawings from when the estate was built and only partial archive evidence about the works undertaken on the estate since. The partial evidence shows that a programme of structural works and fire stopping was undertaken between 1984 and 1992, but archive evidence on the exact nature of this work is limited.
- 6.5. Due to the limited archive evidence available, in August 2017 Homes for Haringey first engaged construction consultants Ridge, and from October 2017 surveys were carried out in a sample of properties on the estate which had been kept empty when they became vacant. The remit of Ridge's appointment is to carry out structural investigations to determine the robustness of the 12 blocks on Broadwater Farm, advise on next steps and prepare subsequent structural cost estimates. Ridge are employed to provide specialist advice to Homes for Haringey/the Council and are not the organisation who would be procured to carry out any of the works resulting from their investigations. The work undertaken by Ridge has also been peer-reviewed by Curtins to ensure the findings are robust. Over the course of this work,

structural issues were discovered in eleven of the twelve blocks on Broadwater Farm.

- 6.6. The decisions recommended in this report relate to Tangmere and Northolt blocks, as these are the two blocks which have failed the lower test and require the most significant remedial works to make them safe. The section below also summarises the findings for the nine medium-rise blocks as well as the other tower on the estate, Kenley.

### **Medium-Rise Blocks**

- 6.7. Homes for Haringey received the results of the tests relating to the nine medium-rise blocks of four to six storeys in December 2017. These are Croydon, Hawkinge, Hornchurch, Lympne, Manston, Martlesham, Rochford, Debden and Stapleford – all of which have piped gas. The surveys showed that these blocks had failed the 34 kN/m<sup>2</sup> test. As a result, the Council and Homes for Haringey decided to put in place a first phase of mitigating measures. There were:

- The replacement of gas cookers with electric cookers in all the 725 flats in nine medium-rise blocks
- The installation of gas interrupter valves in all the 725 flats in nine medium-rise blocks which will switch off the gas if a leak is detected

- 6.8. As set out in section 6.35 – 6.38 below, these works were accompanied by a significant programme of resident engagement.

- 6.9. The mitigation measures reduced the risk of an explosion from the piped gas in the buildings, and mean that it is not necessary for residents to be rehoused from these blocks. In order to mitigate the risk of a gas explosion more comprehensively, piped gas needs to be removed from the blocks completely. The gas supplier, Cadent, has indicated that the gas supply to these blocks will be switched off completely by the end of October 2018. The Council and Homes for Haringey considered the option of either replacing the gas supply to the blocks with electricity, or whether to provide heat and hot water through a renewed estate-wide district heating system. Technical advice received indicated that the electricity option would likely take at least 18 months as it would require the upgrade of the local substation. Additionally there would be significant disruption for residents due to the need to strip out and replace redundant radiators, whilst tenants' energy bills would likely be higher. The district heating system was therefore the preferred option of Homes for Haringey, the Council and the Broadwater Farm Residents' Association.

- 6.10. On 20 April 2018 the then Cabinet Member for Housing approved the appointment of contractors to carry out design and enabling works for a new district heating system. This work is underway, and after October 2018 heat and hot water will be supplied to the nine low rise blocks initially through temporary boilers installed at the foot of each block. These blocks will then be connected to a renewed estate-wide district heating system.

- 6.11. The surveys identified some strengthening works required to the medium-rise blocks, at the points where the four storey parts of the blocks meet the six storey sections. A Cabinet decision will be required later in 2018 on the contract to carry

out these works – which will require some residents to be rehoused temporarily for the works to take place.

### **Kenley**

- 6.12. Kenley – one of the 18 storey towers which does not have piped gas – has passed the 17 kN/m<sup>2</sup> test and is therefore structurally secure. No significant strengthening works or risk mitigating measures are required on Kenley. Some investment works were identified as being required by the survey, which will be delivered through Homes for Haringey's existing investment programme. As set out in 6.39 below, throughout the time the surveys were taking place, Homes for Haringey and the Council provided updates to the residents of Kenley to inform them about the works taking place on the estate and – in mid-February – to let them know that Kenley meets the safety requirements for Large Panel System blocks.

### **Tangmere**

- 6.13. Tangmere is a ziggurat construction of 6 storeys over a concrete frame. Tangmere is of a different design to the other blocks on the estate, and as such was considered separately. It comprises 116 flats of which 89 are tenanted, 25 are leasehold and two are currently empty. 12 of the leasehold properties are leased to Newlon Housing Association, and the Council has been in negotiations with Newlon for some time about acquiring these properties. A report will be submitted to the June 2018 Cabinet to buy back of these properties with vacant possession. Tangmere is currently served by piped gas.
- 6.14. Homes for Haringey carries out a programme of stock condition surveys on the Council's housing stock which includes an assessment of a building's structural condition. A stock condition survey had been carried out on Tangmere in 2011, and in 2014 two further reports were commissioned. Keegans carried out a further survey to determine the extent of the structural defects which had led to extensive water penetration to many individual flats and common parts. Carter Clack also carried out a structural survey and investigations on the condition of the concrete. These were all visual surveys of the structural condition of the blocks, and did not identify any significant structural issues.
- 6.15. In February 2018, Homes for Haringey received the result of the first of the Ridge tests relating to Tangmere. This identified that Tangmere, as with the medium-rise blocks, had failed the 34 kN/m<sup>2</sup> test. From February the same mitigation measures were applied to Tangmere as the medium-rise blocks – the replacement of gas cookers and the installation of interrupter valves. As with the previous programme to put in place these mitigation measures, Homes for Haringey staff visited residents to explain the safety measures, and a dedicated phone-line was made available.
- 6.16. In April the Council received results of the surveys which showed that Tangmere had also failed the lower, 17 kN/m<sup>2</sup> test. As such, it was decided to introduce the following additional safety measures:
- Homes for Haringey are undertaking home visits to every property to check for the presence of both bottled gas and oxygen cylinders
  - A 24 hour concierge has been implemented to prevent residents bringing any such items into the building.

- 6.17. The risk of vehicle strike is considered to be low for Tangmere. It is constructed upon a concrete frame and so any vehicle strike would impact upon the frame and not the panels.
- 6.18. With these mitigations in place, it was not necessary for Tangmere residents to leave their homes whilst further work was carried out to assess the options to mitigate the risks for the long-term. The only way to do this would be to carry out significant strengthening works to Tangmere, and to remove piped gas from the block completely by connecting it to the new district heating system.
- 6.19. Homes for Haringey commissioned a feasibility study and cost estimate for retrospectively strengthening Tangmere to ensure it is fully compliant with building regulations, which was received on 18 May 2018. Strengthening Tangmere would require the following works to be undertaken to the 116 units:
- Structural steel works to elevations and roof areas.
  - Structural steel plates and straps fixed internally and connecting to the existing structural floors and new external steels.
  - Allowance for fire proofing to all new steelwork.
  - Removal and reinstatement of roof coverings where steel fixing required.
  - Internal reinstatement works including electrical, full re-decoration and new floor coverings.
- 6.20. The cost of strengthening Tangmere is estimated at £13.1m (equivalent to £112,000 per flat). In addition to the cost of the strengthening works, other works are needed to bring Tangmere up to Decent Homes standard. As Tangmere currently has piped gas, it would also need to be connected to the renewed district heating system. The total cost of the works required on Tangmere to make it safe for long-term habitation and meet the Decent Homes Standard is therefore approximately £19m in total (a total cost of £164,000 per flat) as shown in the table below:

<b>Tangmere</b>	<b>£m</b>
Structural repairs & assoc works to Tangmere	13.100
Gas removal and DHS installation	1.250
Decent Homes works	1.320
Other Health and Safety works including enabling works	3.470
<b>Total Capital Expenditure</b>	<b>19.140</b>

- 6.21. The wider potential impact of these works on the Housing Revenue Account is set out in section eight below. This report recommends that the Council consults with the residents of Tangmere on whether to carry out these works, or whether residents are rehoused and new Council homes built to replace the homes in Tangmere. The Council's preferred option will be to demolish Tangmere due to the significant cost of the works needed to address the health and safety issues identified, and to build new Council homes on the Broadwater Farm estate to replace those in Tangmere. The proposed format of the consultation is set out in section 6.45 below.

- 6.22. Officers have also considered the potential cost of rebuilding the homes currently in Tangmere. These figures are purely illustrative, based on industry standard costs of between £150,000 and £250,000 per unit. These suggest that the overall cost of rebuilding the homes could be in the range of £17m to £29m. These are standard build costs, and further work would be needed to identify any associated costs in this specific area.
- 6.23. If a decision is made to strengthen Tangmere, the estimated £19m cost of strengthening and other urgent works would have to be met entirely from the Housing Revenue Account (HRA). The urgency of the work means that planned works to other Council homes and estates would need to be reprogrammed and the strengthening works to Tangmere prioritised. The cost of new build homes would likely be eligible for external grant, which would significantly reduce the direct cost to the Council and there is a broader range of delivery options through both the HRA and General Fund which would need to be evaluated. The consequences of the two options for the HRA and the stock investment programme are therefore very different. For these reasons, it is not straightforward to directly compare the cost of strengthening with the cost of rebuilding the homes.
- 6.24. As explained above, the gas supplier Cadent has said the gas must be switched off from Tangmere by the end of October 2018, in common with the other blocks on the estate. This report therefore recommends that the process to temporarily rehouse residents in Tangmere starts immediately, so that residents can be rehoused before the end of October when the gas is switched off. This report seeks approval for a Tangmere Rehousing Priority Scheme, which is set out in 6.60 – 6.66 below.

### **Northolt**

- 6.25. Northolt is an 18 storey tower block built above a concrete podium. It comprises 101 flats of which 85 are tenanted, 14 are leasehold and 2 are currently empty. Northolt is not served by piped gas and is served by the existing District Heating Network. The 34 kN/m<sup>2</sup> test is therefore not applicable to Northolt as it does not have piped gas.
- 6.26. In April the Council received results of the surveys which showed that Northolt had failed the 17 kN/m<sup>2</sup> test. As such, it was decided to introduce the same additional safety measures as Tangmere:
- Homes for Haringey are undertaking home visits to every property to check for the presence of both bottled gas and oxygen cylinders,
  - A 24 hour concierge has been implemented to prevent residents bringing any such items into the building.
- 6.27. The risk of vehicle strike is considered to be low for Northolt. The base of the block is currently protected by bollards and accidental vehicle strike is very unlikely.
- 6.28. As with Tangmere, with these mitigations in place it was not necessary for Northolt residents to leave their homes whilst further work was carried out to assess the options to mitigate the risks for the long-term. The only way to do this would be to carry out significant strengthening works to Northolt. The feasibility study for Northolt was received on 25 May 2018 and showed that the following strengthening works would be required to the properties in Northolt:



- Structural steel works to elevations and roof areas.
- Structural steel plates and straps fixed internally and connecting to the existing structural floors and new external steels.
- Allowance for fire proofing to all new steelwork.
- Removal and reinstatement of roof coverings where steel fixing required.
- Full internal reinstatement works including mechanical and electrical, new bathrooms, kitchens, full re-decoration and new floor coverings.
- Making good works externally including complete overcladding.

6.29. The report estimates that the cost of the strengthening works would be approximately £12.5m. Whilst Northolt is connected to the existing District Heating System, it would be recommended that works are carried out at the same time to connect Northolt to the renewed district network. With these costs included, the works required to Northolt are £14.6m in total or a cost of approximately £145,000 per property. The total costs of work needed to Northolt is shown below:

<b>Northolt</b>	<b>£m</b>
Structural Works and Repairs	12.1
Connection to renewed District Heating network	1.4
Other Costs	1.15
<b>Total Capital Expenditure</b>	<b>14.6</b>

6.30. The wider potential impact of these works on the Housing Revenue Account is set out in section eight below. This report recommends that the Council consults with the residents of Northolt on whether to carry out these works, or whether residents are rehoused and new Council homes built to replace the homes in Northolt. The Council's preferred option will be to demolish Northolt due to the significant cost of the works required, and to build new Council homes on the Broadwater Farm estate to replace those in Northolt. The proposed format of the consultation is set out in section 6.45 below.

6.31. Officers have also considered the potential cost of rebuilding the homes currently in Northolt. These figures are purely illustrative, based on industry standard costs of between £150,000 and £250,000 per unit. These suggest that the overall cost of rebuilding the homes could be in the range of £15m to £25m. These are standard build costs further work would be needed to identify any associated costs in this specific area.

6.32. As with Tangmere, if a decision is made to strengthen Northolt, the estimated £12.5m cost of strengthening would have to be met entirely from the Housing Revenue Account (HRA). The urgency of the work to Northolt would also mean that planned works to other Council homes and estates would need to be reprogrammed and the strengthening works to Tangmere prioritised. The cost of new build homes would likely be eligible for external grant, and there is a broader range of delivery options through both the HRA and General Fund which would need to be evaluated. The consequences of the two options for the HRA and the stock investment programme are therefore very different. For these reasons, it is not straightforward to directly compare the cost of strengthening with the cost of rebuilding the homes.

- 6.33. As Northolt does not have piped gas, the October deadline does not apply and there is no need to rehouse residents in Northolt at this stage, with the mitigations described in 6.26 in place. This report seeks delegated authority to the Director of Housing, Regeneration and Planning to commence the rehousing of residents in Northolt if the position regarding the safety of the block changes before Cabinet makes a decision about the future of the block.

### Summary table

- 6.34. The table below shows the position for each block on the estate regarding the 17 kN/m<sup>2</sup> and 34 kN/m<sup>2</sup> tests.

<b>Block</b>	<b>17 kN/m<sup>2</sup> test</b>	<b>34 kN/m<sup>2</sup> test</b>	<b>Piped gas supply</b>
Northolt	Fail	n/a	No
Kenley	Pass	n/a	No
Tangmere	Fail	Fail	Yes
Croydon	Pass	Fail	Yes
Lympne	Pass	Fail	Yes
Debden	Pass	Fail	Yes
Hornchurch	Pass	Fail	Yes
Hawking	Pass	Fail	Yes
Manston	Pass	Fail	Yes
Martlesham	Pass	Fail	Yes
Rochford	Pass	Fail	Yes
Stapleford	Pass	Fail	Yes
Croydon	Pass	Fail	Yes

## Resident Engagement and Consultation

### Engagement to date

- 6.35. Since the issues with the blocks first came to light in December 2017, the Council and Homes for Haringey have carried out an intensive programme of resident engagement on the estate. The engagement approach recognised that the discovery of health and safety related problems with the blocks would worry residents and it was important to reassure residents and inform them of the steps the Council and Homes for Haringey were urgently taking to reduce the risks and ensure their safety.
- 6.36. The engagement has taken the form of two over-lapping programmes relating to different categories of blocks on the estate, as set out below:

### Medium-rise blocks

- 6.37. The first programme related to the nine low rise blocks on the estate (Croydon, Debden, Hawkinge, Hornchurch, Lympne, Manston, Martlesham, Rochford, and Stapleton). The engagement with residents and community leaders commenced in mid-December 2017 to explain the issue and how Homes for Haringey intended to mitigate the risk by removing gas cookers and installing sensors and disruptor valves.

6.38. 725 households live in these blocks and between engagement commencing on 14<sup>th</sup> December and by 20<sup>th</sup> December 626 of these households and been engaged with. Over 50 Homes for Haringey staff were deployed on the estate to visit properties, reassure residents and answer their concerns. A dedicated phone-line was set up and drop-in sessions held, including sessions in the evening and at the weekend. The programme of engagement activities relating to these blocks included:

11<sup>th</sup> December:

- Meeting held with the Broadwater Farm Residents' Association
- Meeting held with ward Councillors, the head teacher of the local school and other community leads together with members of the Broadwater Farm Residents' Association
- Door knocking was carried out in the affected blocks. Written information was left with every resident or posted through the letterbox where no one was home.

11<sup>th</sup>-16<sup>th</sup> December:

- Daily drop in sessions held at Broadwater Farm Community Centre
- Dedicated phone line open with freephone number

12<sup>th</sup> December:

- Met with 13 parents from Broadwater Farm at the school's special parent meeting

### **Tangmere, Northolt and Kenley**

6.39. The second programme focused on Tangmere and Northolt blocks following the reports received from February 2018 indicating the structural risks in these buildings. The key mitigations were as described above: gas safety work in Tangmere due to the piped gas supply to Tangmere, and a programme of home safety visits and the introduction of a 24-hour concierge at each access point to each building. This programme also included providing information to residents in Kenley to inform them of the works to the other blocks and letting them know that their block met the required safety standards. Engagement activities included:

12<sup>th</sup> February:

- Meeting held with a representatives of Broadwater Farm Residents' Association
- Meeting held with community leaders
- Door knocking at Tangmere was carried out. Written information was left with every resident or posted through the letterbox where no one was home.
- Drop-in centre was set up at 108 Gloucester Road office
- Dedicated phone line set up with freephone number

19<sup>th</sup> February:

- Homes for Haringey staff attended Broadwater Farm Residents' Association meeting to provide an update
- Letters delivered to residents of Northolt to update on progress
- Letters delivered to residents of Kenley stating that the building met the required standard and no further work was needed

### **Next steps on engagement**

- 6.40. The approach described above will continue throughout the next stage of engagement on the estate. This stage will involve supporting Tangmere residents who need to be rehoused, and also consultations on the future of both blocks, the Rehousing and Payments Policy and the Local Lettings Plan. Homes for Haringey staff will also continue to provide information and reassurance to residents in other blocks on the estate. Households in Tangmere will each have a member of staff who is the key liaison person for that household, and will receive rehousing support in the manner set out in section 6.55.
- 6.41. Staff will continue to meet key groups, including the Residents' Association, the head teacher of the local school and attend events such as parent meetings. This will be complemented by a programme of door-to-door visits throughout June and beyond as well as direct contact with residents in Tangmere. This will be accompanied by letters and FAQs. Engagement will also highlight the consultations which will be taking place, as described below.

### **Consultations**

- 6.42. Subject to Cabinet approval, consultation will be carried out with residents (which includes non-resident leaseholders) of Tangmere and Northolt on the future of these blocks, which will explain why the Council's preferred option is demolition. A consultation will also be carried out with those residents on the proposed Rehousing and Payments Policy and Local Lettings Plan.
- 6.43. The consultation on whether the Council should strengthen or demolish Tangmere or Northolt – with its preferred option being to rehouse residents and demolish the blocks and rebuild the Council homes on the estate – is (in the case of tenants) a statutory consultation under section 105 of the Housing Act 1985. This places a legal obligation of local housing authorities to consult with secure tenants on “matters of housing management” which are likely to significantly affect them, such as changes to the management, maintenance, improvement or demolition of properties let by them or the provision of services in connection with those properties.
- 6.44. The consultation on the Broadwater Farm Rehousing and Payments Policy requires consultation because it is a proposed new policy which will have a long-term impact on the residents of Tangmere and Northolt. It is important that these residents therefore feed in to the development of this policy before a final version is put before Cabinet for approval. The proposed Local Lettings Policy also requires a separate consultation: the Allocations Policy states that “All Local Lettings Policies will be subject to consultation with affected parties”. However, officers are satisfied that the short-term, temporary Tangmere Rehousing Priority Scheme does not require consultation.
- 6.45. In order to ensure that all affected residents are able to access the consultations, the following methods will be used:
- A letter/information pack will be sent to all residents in Tangmere and Northolt, and will be made available in other languages, large print and Braille on request (unless the Council is already aware that a resident needs it in one of these formats).

- The information will be provided on a dedicated page on the Council's website
  - At least one meeting/drop-in event will be held
- 6.46. In order to ensure that tenants can make their views known on the proposal, the following feedback methods will be used:
- A feedback form and a freepost envelope with which to return it
  - A dedicated email address
  - A telephone number
- 6.47. As set out above, in the section 105 consultation the Council will set out its preferred option to demolish Tangmere and Northolt and rebuild the homes on the estate. The consultation materials will explain why this is the preferred option, i.e.
- Significant health and safety issues have been identified in Northolt and Tangmere, which need to be addressed to make the blocks safe in the long-term
  - The costs of the works required to both blocks to address the health and safety issues are significant and would have a major impact on the position of the Housing Revenue Account.
  - This would mean that investment in other Council homes and estates would need to be re-profiled
  - The Council's preferred option for both blocks is therefore to rehouse residents - in line with the rehousing policy also be consulted on – and demolish the blocks
- 6.48. The proposed period for each consultation will be four weeks (28 days). Officers have considered whether a longer period should be allowed for consultation, but have decided that the health and safety concerns mean that a decision will need to be made as soon as possible after the summer. Officers are satisfied that this is sufficient time for a fair and proper consultation, particularly bearing in mind the relatively small number of potential consultees in each case. Furthermore, the Council and Homes for Haringey have already carried out significant engagement with the residents of the blocks to date. Residents will also be informed at the earliest opportunity about the forthcoming consultation, before it formally commences following Cabinet approval.

### **Impacts of Rehousing**

- 6.49. The issues identified with Tangmere and Northolt as set out in this report mean that residents will need to be rehoused from these blocks, either to allow the strengthening works to take place or because of a decision to demolish and rebuild the blocks.
- 6.50. The Council recognises that this rehousing will have a significant impact on residents affected. This is particularly the case here, where the issues with Northolt and Tangmere only came to light between February and April this year. For this reason, Homes for Haringey and the Council have carried out an intensive programme of resident engagement across the whole estate since December 2017, when the issues with the medium-rise blocks first became known. This engagement is set out in more detail in section 6.35 – 6.39 above.

- 6.51. In order to manage the impact of rehousing, this report recommends that Cabinet approves the Tangmere Rehousing Priority Scheme, and agrees that officers consult residents on a Broadwater Farm Rehousing and Payments Policy and Local Lettings Plan.
- 6.52. The Tangmere Rehousing Priority Scheme, which is described in more detail in 6.60 – 6.66 below, will apply to the immediate rehousing of Tangmere residents. The aim of this scheme is to allow all tenants to be rehoused from Tangmere before the end of October. To minimise the impact of rehousing on residents, the scheme gives priority to the following households:
- Households who contain a vulnerable household member
  - Households who have children attending a local school
  - Households with other local connections, such as to local support services
  - Households who have lived on the estate the longest
- 6.53. This will be supported by a further programme of engagement with residents, as set out in section 6.40. In terms of rehousing, all households will have an initial interview to support them in the rehousing process, understand their preferences and establish the size of property they need.
- 6.54. In anticipation of the need to rehouse the residents of Tangmere – and to rehouse residents in the local area as far as it is possible – the Council has already identified a number of properties that can be offered to Tangmere residents. Combined with the lettings priorities set out in 6.52 above, this will reduce the impact on schools and other services, as this existing supply of homes means that more households can stay in the local area.
- 6.55. Homes for Haringey staff will work with households to understand and take account of personal circumstances and provide support. Where there is a need for a household to move to a different part of the borough, staff will support the household to help them maintain their links to existing schools and services as much as is possible, for example by helping with travel planning. Financial assistance will also be provided to cover the costs of moving home.
- 6.56. To mitigate the longer-term impact of rehousing, the Rehousing and Payments Policy proposes that tenants will have the Right to Return to the estate, if they wish to. The ways in which tenants could return to the estate are set out in 6.88 below. Equally, if tenants would prefer to stay in the home they have moved to, they will be able to do so.
- 6.57. As explained in the Tangmere Rehousing Priority Scheme, there may be a need for some households to move in to temporary accommodation if it is not possible to offer them a Council or Housing Association home at the point where they need to move for health and safety reasons. The Council will seek to minimise the time that households need to spend in other forms of accommodation before more suitable accommodation is made available.
- 6.58. The increased demand for housing created by the recommendations in this report will have a knock-on effect on other groups given priority in the Allocations Policy. In particular, there will be fewer homes offered to homeless households currently in

temporary accommodation and this means that a number of these households will likely stay in temporary accommodation for longer as a result.

- 6.59. The rehousing policies set out in this report do not apply to tenants of non-resident leaseholders. However, if their landlord is unable to assist them with alternative accommodation they will receive advice and support from Homes for Haringey to find a new private rented home, and will be eligible to approach the Council as homeless if they are unable to do so.

### **Tangmere Rehousing Priority Scheme**

- 6.60. This report recommends that the rehousing of Tangmere starts immediately, and asks Cabinet to approve a scheme under which tenants of this block will be rehoused, which is attached at Appendix 1. This scheme sets out the priorities for the temporary rehousing of Tangmere tenants and the property sizes they will be offered. This scheme will apply until it is replaced by the Rehousing Policy and Payments described in 6.74 – 6.97 below, which the Council is consulting on over the summer.
- 6.61. Generally, households who are required to move from Tangmere will be given highest priority for any vacant homes available over and above those of other groups on the Housing Register. However, the Council has discretion to make offers to other households where circumstances mean these households have a pressing need to be housed quickly, or where a move may free up a property for use for a Tangmere resident.
- 6.62. Under the Tangmere Rehousing Priority Scheme, tenants will be offered accommodation based on their housing need, as set out in section eight of the Council's Housing Allocations Policy.
- 6.63. Offers will be made following an interview with the household, which will establish the tenants' preferences and provide support and advice. As much as possible, offers of accommodation will be made to match the household's preferences, based on the accommodation available. Because of the urgency of the situation, the Council may need to serve notices seeking possession and will thereafter seek possession where necessary under Ground 10 and provide suitable Council or Housing Association accommodation.
- 6.64. Whilst this scheme is designed to achieve the urgent temporary rehousing of Tangmere, any household who wishes to be rehoused permanently will be able to do so if they wish to remain in the property they have moved to. If a decision is taken to demolish and rebuild the homes in Tangmere, tenants will stay in their new homes – though the Broadwater Farm Rehousing and Payments Policy proposes that they are given a Right to Return to the estate. Any resident who moves under the Tangmere Rehousing Priority Scheme will benefit from any policy commitments made by the Council in the main Rehousing Policy and Payments if and when it is approved by Cabinet.
- 6.65. If there is a need for a household to move in to temporary accommodation because it is not possible to offer them a Council or Housing Association home at the point where they need to move for health and safety reasons, the Council may pay all or

part of the rent for this accommodation, as appropriate depending on the circumstances of each case.

- 6.66. If there is a difference between the rent of the accommodation offered to the household and their current rent, the Council may pay all or part of the rent for this accommodation, as appropriate depending on the circumstances of each case.

### **Tangmere Leaseholders**

- 6.67. Prior to a decision on the future of Tangmere later this year following the consultation, it is recognised that it may be difficult for the leaseholders to sell their property on the open market. As the gas will be switched off by the end of October, the Council wants to ensure that there are options for leaseholders who wish to move off Tangmere. These options will also be available to Northolt leaseholders in the event that a delegated decision is taken to rehouse residents in that block before a decision on demolition or repair is made.
- 6.68. The Council will therefore enter into negotiations with any leaseholder who wishes to sell their home. This report seeks delegation to the Director of Housing, Regeneration and Planning to buy leasehold properties on this basis.
- 6.69. It is also recommended that Cabinet agrees that payments largely equivalent to those set out in the existing Estate Renewal Rehousing and Payments Policy be made to resident leaseholders in Tangmere immediately. These payments are:
- The full market value for their current property
  - A further payment equal to a Home Loss payment, 10% of the market value currently with a minimum of £6,100 and a maximum of £61,000
  - A disturbance payment to cover the costs of moving
- 6.70. Tangmere's resident leaseholders will also be given access to a portable equity loan to enable them to buy a home in the borough if they cannot afford to purchase a new property outright as set out in that policy.
- 6.71. The Council may make offers of temporary accommodation to leaseholders by their agreement to assist them to move out of Tangmere, before they find their own, longer-term accommodation. The Council may also pay the cost of such temporary accommodation where appropriate, depending on the circumstances in each case.
- 6.72. Non-resident leaseholders will be offered the full market value for their current property plus the Basic Loss payment of 7.5%.
- 6.73. For the purpose of this policy, a resident leaseholder is defined as a leaseholder who resides in one of the blocks, as 26 June 2018.

### **Proposed Broadwater Farm Rehousing and Payments Policy for consultation**

- 6.74. Whether Cabinet decides to carry out strengthening works or decides to demolish and rebuild the homes in either Tangmere or Northolt, residents will need to be rehoused. There needs to be a policy, therefore, that will apply to either the rehousing of residents to allow the strengthening works to take place, or the



rehousing of residents from the blocks prior to demolition. A proposed policy is presented with this report, which will form the basis of consultation with residents. The rest of this section outlines the proposed policy, which is set out more fully in the attached draft policy.

- 6.75. This report recommends that the Council consult on this proposed policy with the residents of Tangmere and Northolt, and a final policy considered by Cabinet for approval later this year following consultation.

## **Policy background**

- 6.76. The rules around rehousing tenants and applicants on the Housing Register are governed by the Council's Housing Allocations Policy 2015 which was last amended on 14 March 2018. The Allocations Policy sets out how properties are allocated and the priority given to particular housing groups.

- 6.77. The policy contains specific guidance on rehousing tenants in the case of Emergency Management Transfers (15.13), Decant Moves for essential repairs (15.14) and Decant Moves for redevelopment/regeneration (15.15). However, the policy does not specifically address cases where residents of a block need to be rehoused quickly with no approved plans for replacement homes.

- 6.78. The Council does not currently have a rehousing policy for these exact circumstances, however there are provisions in both the existing Allocations Policy and the Estate Renewal Rehousing and Payments Policy which provide a policy framework. The Housing Allocation Policy is not concerned with any payments to tenants and leaseholders to cover the costs of moving, nor ways to enable leaseholders to purchase a new home. However, there is an existing policy, the Estate Renewal Rehousing and Payments Policy (ERRPP), which addresses these issues for those having to move due to estate renewal and sets a baseline for individual estate renewal rehousing schemes. The proposed policy uses the ERRPP as a basis for the purchase of leaseholder properties, and payments to cover moving costs.

- 6.79. The proposed policy has four main aims for those who are required to move because of significant structural repairs and/or future demolition of their home:

- To set out the rehousing priorities for those required to move under the policy
- To set out the type and size of housing tenants will be offered
- To set out the tenants and leaseholder's right to return to the estate when a suitable property becomes available
- To set out payments available to tenants and leaseholders should they be required to move, or if they have already been rehoused on a temporary basis due to significant structural repairs and a decision is then made to demolish their original home.

## **Proposed Policy: Rehousing Priority**

- 6.80. Amongst tenants who need to move, it is proposed that particular priority will be given to vulnerable households, those with children in local schools and residents who have lived on the estate the longest.

- 6.81. The highest priority is proposed for households who are vulnerable, or who have specialist needs such as mobility requirements.
- 6.82. The second proposed priority will be given to those who have a member of the household with a local connection in N17 or N15 i.e. households with children attending a local school and those having support services only available in the local area (N17 or N15).
- 6.83. Thirdly, it is proposed that priority is given to those who have lived on the estate the longest, as defined by those with the longest tenancy in their current property. Those tenants who succeeded to a tenancy will be given the date the original tenancy in their current home began.

**Proposed Policy: Type and size of new home**

- 6.84. Tenants who are required to move will be interviewed to establish both their housing needs and their preferences for a new home and in particular, the area and landlord.
- 6.85. Once the housing need and preferences have been established, Homes for Haringey will then seek to find a new home which meets their housing need and, where possible, the household's preferences. However there will be occasions where a household's preferences cannot be met, or are unlikely to be met, in the timescale required by the health and safety led rehousing process. The Council therefore reserves discretion on the offer of a new home. The policy proposes, however, that all tenants will have a right to return to the estate in the manner set out below.
- 6.86. Although the Council will seek to rehouse households according to their needs, larger households who require 4 bedrooms or larger may need to temporarily move into 3-bedroom properties if larger properties do not become available within the required timescales. These families will be given the highest priority to move to an appropriate size home when a suitable home becomes available which is not needed to rehouse other households from the affected blocks.
- 6.87. Those who are currently under-occupying their home will be able to move under the Under-Occupation scheme which will allow those with two spare rooms to retain one in their next home. Under-occupation payments will also be made for any bedrooms relinquished if a tenant decides to remain in their new home, or following a decision to demolish their original home.

**Proposed Policy: Right to Return**

- 6.88. The policy proposes that tenants required to move from Broadwater Farm will have a right to return to the estate. Tenants who do wish to return to Broadwater Farm Estate may need to wait for a suitable property to become vacant (through the proposed Local Lettings Plan described below), or for a property to become available in a newly built block if and when those are approved and built. It is proposed that those wishing to return will receive one offer of a home suitable to their housing need at that time, and unreasonable refusal of this will be deemed to

end their Right to Return. Residents can return to their original home if the Council decides to undertake strengthening works.

### **Disturbance Payments**

- 6.89. Where households are required to move because of repairs, the Council will meet reasonable moving costs including for the move back to their original home.

### **Home Loss and basic loss payments**

- 6.90. Where an estate is being renewed, there is a duty to make Home Loss payments to tenants and leaseholders. These payments will be paid if and when a decision is made to demolish the tenant/leaseholders' original home. They will also be paid to leaseholders who agree to sell their flat back to the Council before any demolition decision is made.
- 6.91. These payments have been summarised in the proposed policy.

### **Resident Leaseholders and Portable Equity Loans**

- 6.92. In addition to the Home Loss and Disturbance payments, the Estate Renewal Rehousing and Payments Policy also offers resident leaseholders a Portable Equity Loan. It is proposed that this offer is extended to resident leaseholders in the affected blocks if a decision is made to demolish their property.
- 6.93. This loan is available to fund up to 40% of the leaseholder's new home in the borough where they invest the sale price of their home on Broadwater Farm, and their Home Loss payments. The maximum Equity Loan will be as set out in the Estate Renewal Rehousing and Payments Policy.
- 6.94. No interest is payable on this loan, and the loan is only repayable when the property is either sold or transferred to another person (other than to a partner on the death of the leaseholder). The value of the repayment will be the percentage of the final sale price which the Council invested originally, less any repayments previously made.
- 6.95. Where the leaseholder is purchasing a home in the private sector with the assistance of an Equity Loan, the Council will have to purchase and then, back-to-back, sell on to the leaseholder as the Council does not have power to make a mortgage loan on residential property it is not selling.
- 6.96. If Cabinet decides, following the section 105 consultations described in this report, to demolish either or both of the blocks then the Council will need to acquire all the leasehold interests in either or both blocks. The Council will endeavour to acquire all such interests by negotiation, through the offers set out in the proposed Rehousing and Payment Policy when and if it is approved following consultation. Should that fail in any case, the Council has a number of compulsory purchase powers available to it which would allow it to acquire those interests compulsorily. These would only be pursued as a last resort.

### **Local Lettings Plan**

- 6.97. In order to meet the Right to Return prior to new homes being built, a Local Lettings Plan is proposed to ensure that, where practical, all future lets on Broadwater Farm are offered to tenants of Tangmere and Northolt who have moved off the estate and who wish to return.
- 6.98. The proposed Lettings Plan (for consultation) states that each vacant property on the estate will be offered to households in the following order of priority:
- a. Tenants from these blocks who are vulnerable
  - b. Tenants from these blocks with a local connection
  - c. All other tenants from these blocks – with priority given to those who have lived on the estate the longest

In the event of tenants otherwise having equal priority the property will be offered to the tenant with the earliest start date to their tenancy on the estate. In the event of there being no such tenant, then:

- d. Households as determined by the Housing Allocations Policy

### **Possible future use of the Tangmere and Northolt sites**

- 6.99. If Cabinet decides that Tangmere and Northolt should be demolished later this year, the Council's intention would be to replace the Council homes on the site.
- 6.100. Whilst the Council has commissioned some work to consider the number of new homes which could be provided, and indicative timescales for redevelopment, this work is in its early stages and more detailed options will be progressed if Cabinet agrees that the homes should be rebuilt on the estate. Crucially, engagement with the residents of Broadwater Farm will be central to developing options for the future of the Tangmere and Northolt sites. This will include those residents who have been rehoused from the Tangmere and Northolt blocks (though this will not include leaseholders who have bought a replacement property elsewhere).
- 6.101. Section 8 sets out some purely illustrative costs of rebuilding the Council homes on the estate. These figures are based on industry standard costs per unit, and suggest a cost in the region of £32m to £54m to rebuild the homes in both blocks. This would represent a significant investment, and the Council would need to consider in depth the range of potential funding options. The Council would also look at sources of grant funding available at the time to help fund new Council homes. For these reasons, it is not straightforward to directly compare the cost of strengthening with the cost of rebuilding the homes.

## **7. CONTRIBUTION TO STRATEGIC OUTCOMES**

- 7.1. Priority 5 of the Council's Corporate Plan is to "Create homes and communities where people choose to live and are able to thrive" and within this says that the Council "will effectively manage existing housing and provide excellent services to residents".
- 7.2. Objective 4 of the Haringey Housing Strategy 2017-2022 identifies that a key priority is to "Provide stable, safe well-managed homes in decent environments". Ensuring that all residents live in safe homes is essential to delivering this priority.

## 8. STATUTORY OFFICER COMMENTS

### Finance

- 8.1. This report contains a number of recommendations that will adversely impact the Council's Housing Revenue Account and general fund to varying degrees.
- 8.2. The funding of strengthening works would have to be met from the HRA Capital programme. The existing approved HRA capital programme is based upon the forecast future HRA capital resources including available borrowing headroom and capital receipts. The addition of substantial strengthening would therefore require the re-profiling of other planned major repairs programmes.
- 8.3. With regard to new provision, there are a broader range of delivery options which would need to be further evaluated, both through the HRA and General Fund. This means that new build may not have the same impact on HRA capital resources. As set out below, there is also grant funding available for the building of new Council homes.
- 8.4. The rehousing of these tenants will result in an unbudgeted loss of rental income to the HRA. This will create a pressure in the HRA.
- 8.5. Once rehoused the Tangmere block will need to be made safe from trespass through physical measures such as hoarding and the maintenance of a guarding presence. These costs are unbudgeted and will create a pressure in the HRA.
- 8.6. The recommendations also include the buying back of the leaseholder properties in the block. Currently there are 25 leaseholders flats in Tangmere. Of these, 12 are owned by Newlon Housing Association and their acquisition is the subject of a separate report on this agenda. The other 13 leaseholder flats will also need to be purchased.
- 8.7. Howsoever housed, the effect of this is to increase the number of households in temporary accommodation as the residents of Tangmere will be placed at the head of the rehousing list and be rehoused first. This will be a pressure on the general fund (GF).
- 8.8. The estimated financial effects of the decision to decant tenants of Tangmere are set out below:

Issue	HRA 2018/19 Effect	HRA Full Year	GF 2018/19 Effect	GF Full Year
	£000's	£000's	£000's	£000's
HRA Revenue:				
Loss of rental income (full year effect)	117	473		
HRA Capital:				
Physically securing the site (hoarding)	100			

Guarding costs	125	250		
Leaseholder buy back (inc. estimated SDLT liability and fees)	3,354			
Relocation costs	178			
Equity loan (maximum)	1,868			
Equity Loan SDLT	93			
General Fund Revenue				
Increased temporary accommodation costs			203	406
Total cost	5,835	723	203	406

- 8.9. Of the costs identified above for 2018/19 the loss of rental income is not a capital programme item. This can be met from within the revenue account of the HRA from 18/19 onwards. The implications of this will be further described in the Quarter 1 Corporate Revenue Monitoring report.
- 8.10. The effect on the GF revenue account is also acute and officers will address this as a matter of urgency, once the full implications of the temporary housing arrangements are more fully evaluated. The 18/19 GF costs will be met through existing GF resources. Again these will be further described in the Quarter 1 Corporate Revenue Monitoring report.
- 8.11. Within the current HRA capital programme there is a scheme for Broadwater Farm estate with a budget of £11.5m. Currently £2m of that budget has been committed leaving £9.5m uncommitted. This budget should be used to contain the overall 18/19 capital expenditure on Tangmere, £5.718m, and the balance retained to fund any of the capital costs associated with Broadwater Farm .
- 8.12. Should the future decision be made to decant Northolt then very high level estimates indicate the following:

	HRA	HRA	GF	GF
	2018/19	Full	2018/19	Full
	Effect	Year	Effect	Year
	£000's	£000's	£000's	£000's
Total cost	5,080	630	177	354

- 8.13. When the report on the outcome of the consultation is considered more detailed estimates will be provided.
- 8.14. The report recommends that consultation is undertaken on whether to undertake the strengthening works to ensure that the blocks are compliant or to demolish both blocks and rebuild.
- 8.15. The capital and consequent revenue costs for strengthening Tangmere and Northolt are as illustrated in the table below:

	Northolt	Tangmere	Total
	£m	£m	£m

<b>Total Capital Cost to HRA</b>	14.600	19.142	33.742
Approx. annual cost of borrowing @ 3% - Interest p.a. reducing with repayment of Capital	0.219	0.287	0.506
Cost of borrowing over 30 years	6.570	8.610	15.184
Capital Repayment	14.600	19.142	33.742
<b>Total Revenue Cost to HRA</b>	<b>21.170</b>	<b>27.752</b>	<b>48.926</b>

8.16. Whilst difficult to estimate in detail, costs have been assumed on a per unit basis for the re-provision of an equivalent number of units should the decision be that the blocks be demolished and rebuilt.

8.17. The table below provides high level, illustrative costs for the rebuild option based on industry standard figures.

	Northolt	Tangmere	Total
	£m	£m	£m
Capital Expenditure	<b>20,200</b>	<b>23,200</b>	<b>43,400</b>
Approx. annual cost of borrowing @ 3% - Interest p.a. reducing with repayment of Capital	0.303	0.348	0.651
Cost of borrowing over 30 years	9.090	10.440	19.530
Capital Repayment	20.200	23.200	43.400
<b>Total Revenue Cost</b>	<b>29.290</b>	<b>33.640</b>	<b>62.930</b>

8.18. Should the Council be successful in applying for external grant, this cost to the council would significantly reduce. By way of illustration, the recently published GLA funding prospectus for Council Homes programme offers grant of £100k per unit for new Council homes.

8.19. The difference between the strengthening option and the rebuild option is £14.004m over thirty years or £0.467m per annum. What is not factored into the new build solution is the financial benefit of the warranties that would be provided for major components of the buildings, the reduction in carbon that an efficient building would bring about, and the generally lower running costs associated with a new build solution.

8.20. There are also opportunities to attract grant funding for the building of new homes. The Council would explore all funding options if a decision is made to rebuild the Council Homes. Any grant funding would reduce the above net costs associated with new provision

### Legal

- 8.21. The Assistant Director, Corporate Governance has been consulted in the preparation of this report.
- 8.22. The Council will be carrying out consultation with residents as set out in the report. Under Section 105 of the Housing Act 1985 the Council must maintain and publish such arrangements as it considers appropriate to consult with its secure tenants (including demoted ones) who are likely to be substantially affected by a matter of housing management and consult in accordance with those arrangements. The arrangements must enable the secure tenants who are likely to be affected to be informed of the Council's proposals and to make their views known to the Council within a specified period of time. While s105 only requires consultation with secure tenants, as a matter of good management practice the Council will also engage with leaseholders and with non-resident leaseholders' subtenants.
- 8.23. Paragraph 6.44 of this Report details the requirement for consultations on the Local Lettings Policy and Broadwater Farm Rehousing and Payments Policy.
- 8.24. In carrying out its consultations the Council must comply with its consultation policy and adhere to the 'Sedley principles'. These are :
- (1) That consultation must be at a time when proposals are still at a formative stage;
  - (2) That the proposer must give sufficient reasons for any proposal to permit of intelligent consideration and response;
  - (3) That adequate time must be given for consideration and response; and
  - (4) That the product of consultation must be conscientiously taken into account in finalising any statutory proposals.
- 8.25. At some stage of the process the Council may be required to acquire third party interests. The Council should endeavour to acquire those interest by private treaty. Should that failed the Council has a number of compulsory purchase powers available to it which would allow it to acquire those interests compulsorily. Further legal advice will be required at the relevant time as to the requisite power to use.
- 8.26. Ground 10 (Schedule 2 of the Housing Act 1985) is available to enable the Council to regain possession from secure tenants if required, as set out in the body of this report.
- 8.27. Other legal comments are contained in the body of the report.
- 8.28. The Assistant Director Corporate Governance sees no legal reason preventing Cabinet from approving the recommendations in the report.

### **Procurement**

- 8.29. N/A

### **Equalities**

- 8.30. The Council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:



- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act
- Advance equality of opportunity between people who share those protected characteristics and people who do not
- Foster good relations between people who share those characteristics and people who do not.

8.31. The three parts of the duty applies to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.

8.32. An Equalities Impact Assessment has been undertaken on the potential impacts of the decisions on those with protected characteristics. This document will be developed further. Following the outcomes of the consultation on the future of the homes at Tangmere and Northolt, and on the draft Broadwater Farm Rehousing and Payments Policy and Broadwater Farm Local Lettings Plan.

8.33. The assessment has identified two main impacts which will affect residents with protected characteristics – firstly, that the impact of moving residents will be greater for those who depend on local support and services including elderly residents, those with high support needs and those with children in local schools.

8.34. This impact is mitigated by priority for re-housing in the local area being given to vulnerable residents, and then to those with local connections including those with children attending a local school.

8.35. A second impact will be on under-occupying households, who generally are older, and who will be required to downsize to a smaller home. This impact will be mitigated by allowing these tenants to retain a spare bedroom if they currently have two spare rooms, and allowing tenants to return to their original home if their block is repaired. Payments will also be made for bedrooms they are giving up if and when a move becomes permanent either by the tenant choosing this option, or if a decision is made to demolish their original home.

8.36. The Equality Impact Assessment (EqIA) is attached as Appendix 4.

## **9 USE OF APPENDICES**

Appendix 1: Tangmere Rehousing Priority Scheme

Appendix 2: Broadwater Farm Rehousing and Payments Policy

Appendix 3: draft Broadwater Farm Local Lettings Plan

Appendix 4: Equality Impact Assessment

## **10. LOCAL GOVERNMENT (ACCESS TO INFORMATION) ACT 1985**

Housing Allocations Policy 2015 as amended 1 May 2017 & 14 March 2018

[http://www.haringey.gov.uk/sites/haringeygovuk/files/haringeys\\_housing\\_allocations\\_policy\\_2015\\_amended\\_14\\_march\\_2018.pdf](http://www.haringey.gov.uk/sites/haringeygovuk/files/haringeys_housing_allocations_policy_2015_amended_14_march_2018.pdf)

Estate Renewal Rehousing and Payments Policy

[http://www.haringey.gov.uk/sites/haringeygovuk/files/estate\\_renewal\\_rehousing\\_and\\_payments\\_policy\\_2017.pdf](http://www.haringey.gov.uk/sites/haringeygovuk/files/estate_renewal_rehousing_and_payments_policy_2017.pdf)

Award of contract for design and enabling works for Broadwater Farm Estate district heating system, Cabinet Member Signing 20 April 2018:

<https://www.minutes.haringey.gov.uk/ieListDocuments.aspx?CId=435&MId=8795>

Under-Occupation Incentives

<http://www.haringey.gov.uk/housing/housing-options/under-occupation>

## **TANGMERE REHOUSING PRIORITY SCHEME**

### **Introduction**

This temporary scheme is produced in the context of the discovery of structural defects to Tangmere (and Northolt) blocks on the Broadwater Farm Estate and the decision taken by Haringey's gas suppliers to switch off the gas supply to Tangmere in October 2018. This means there is a very pressing need to decant that block as soon as possible. This scheme will apply pending a decision being taken by Cabinet on whether the defects to either block should be remedied or the block(s) demolished.

The decision on the future of the blocks will be accompanied by adoption of a permanent rehousing and payments policy the benefit of which will be extended to all those who move from their homes under this scheme.

This scheme sets out the priorities for the temporary rehousing of Tangmere tenants and the property sizes they will be offered.

This scheme may also be applied to Northolt tenants should the Director of Housing, Regeneration and Planning decide to commence the rehousing of these residents if for any reason the position regarding the safety of the block changes before Cabinet makes a decision about the future of that block.

This scheme will apply until it is replaced by the permanent scheme referred to above.

### **Legal and Policy context**

Tenants are being rehoused under this scheme because of the Council's actions and not because of transfer applications made by them. Therefore, the provisions of Part 6 Housing Act 1996 do not apply to the transfers under this scheme: section 159(4A) Housing Act 1996.

However, Section 2.3.1 of the Council's Housing Allocation Policy provides that that Policy will nonetheless apply to such transfers. In particular, Section 15.14 set out the Council's policy with regard to decant moves for essential repairs.

This scheme follows the Council's Housing Allocation Policy (including Section 15.14) insofar as the urgency of the circumstances permits. For the avoidance of doubt, where there is conflict with the terms of the Allocation Policy, the terms of this scheme apply.

Whether Cabinet decides to demolish either block or to undertake strengthening works, the Council is entitled to possession under Ground 10 Schedule 2 Housing Act 1985. When relying on Ground 10, it is required to secure that there is suitable alternative accommodation available to the tenant.

### General principles

The prime aim of this scheme is to temporarily rehouse tenants from Tangmere before October 2018.

The Council will offer suitable decant accommodation in Council or housing association stock in line with this scheme. Decant accommodation means a secure tenancy of a Council property or an Assured or Assured Shorthold Tenancy if in housing association stock. In each case the property will be suitable to the tenant's needs.

Decant accommodation may not become available for all those to be decanted before October 2018. So far as possible, tenants will be made a "single move" offer straight into their decant accommodation. Where this is not possible, the Council will seek to minimise the time spent by tenants in other forms of accommodation (such as hotel or suitable private sector accommodation) before decant accommodation becomes available.

Because of the urgency of the situation the Council may need to serve notices seeking possession and will thereafter seek possession where necessary under Ground 10 and provide suitable decant accommodation.

Although the offer will usually be of temporary decant accommodation (because no decision has yet been made by Cabinet as the future of either block), the tenant may opt for it to be permanent, and it may in any event become permanent should a decision be made to demolish the block in question.

In the event that the decision is taken to remedy the defects in the block(s), it is anticipated that tenants will have the option of either returning to their former homes once all strengthening works have been completed, or remaining in their decant accommodation permanently.

### Initial Interview

Following a decision to temporarily rehouse tenants of Tangmere, each household will be interviewed to:

- Establish the size of property they need
- Establish the tenants' preferences with regard to the location and landlord of their decant accommodation (although the Council may well not be able to accommodate them)
- Establish their provisional preference for their decant to be temporary or permanent
- Give tenants support in completing any paperwork or on-line applications, and
- Provide tenants with advice on the rehousing process and various options available to them

Tenants will be supported in the transfer process and in making an informed decision.

### Size of new home

Tenants will be offered decant accommodation based on their Housing Need as set out in section 8 of the Housing Allocations Policy, unless they are currently under-occupying their home by more than one bedroom and wish to retain one spare bedroom.

No under-occupation payments will be made for moving to a smaller home unless the move is or becomes permanent

#### Priority and preferences

Properties will be matched by appropriate bedroom size and, where possible, their preferences as to location and landlord. Where there is more than one Tangmere household who meets the size and preferences for a property, priority will be given to households who contain a vulnerable person, with the second priority being given to those who have children who are attending a local school. Other local connections, such as support services, may also be considered on an individual basis

Where there is more than one household suitable for a property, and which share the priority as described above, priority will be given on the basis of who has the longest tenancy on the estate. Those who have succeeded to their home will be given the start date of the original tenancy at that property (see Allocations Policy para 5.3).

#### Offer of suitable decant accommodation

All offers of housing will be made by a direct offer. Given the urgency to move tenants, households will only receive one suitable offer which they must not unreasonably refuse.

Wherever possible, the Council will seek to move households into vacant Council or Housing Association properties on a temporary or (where the tenant wishes) a permanent basis.

If a tenant believes an offer is unsuitable, then they will be entitled to request a review within 7 days of the offer, and the Council will make a decision within 14 days thereafter. The review will otherwise proceed as set out in paragraph 13.3 of the Allocations Policy so far as it applies to these circumstances.

If and when a block is repaired, the tenant will have the option as to whether to return or remain in decant property unless they have previously advised the Council that they wish their move to be permanent.

#### Payments

Tenants will be eligible for support and/or financial assistance to cover the costs of moving to a new home and, where this is possible, to return to their original home. Those eligible for Under-Occupation payments will also receive these if and when their move becomes permanent.

#### Leaseholders

Tangmere Leaseholders will be offered the same options as available in the Estate Renewal and Payments Policy. For residential leaseholders, this will include;

- the full market value for their home
- an additional 10% payment (termed 'Home Loss' in the policy)
- an offer of a Portable Equity Loan to enable them to purchase a new home in the borough.
- Other payments to assist them in purchasing a new home

Non-resident leaseholder will receive an additional 7.5% above the current market value of their property.

For the purpose of this scheme, a resident leaseholder is defined as a leaseholder who resides in one of the blocks, as at 26 June 2018.

Details of this offer, eligibility and criteria can be found in the Estate Renewal and Payments Policy.

# **Broadwater Farm Re-housing and Payments Policy**

***Draft for consultation***

DRAFT

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## 1 INTRODUCTION

### 1.1 When will this policy apply and who does it affect?

- 1.1.1 This policy applies to secure tenants and resident leaseholders (together “residents”) of Tangmere and Northolt (together “the blocks”) required to move, either temporarily or permanently, as a result of the structural defects identified to those blocks.
- 1.1.2 Non-resident leaseholders will not be offered any rehousing but will be eligible for payments where the property is being demolished.
- 1.1.3 This policy does not apply to tenants of non-resident leaseholders. They will instead receive advice and support to find a new home, and will be eligible to approach the Council as homeless if they are unable to do so.
- 1.1.4 For the purpose of this policy, a resident leaseholder is defined as a leaseholder who resides in one of the blocks, as at 26 June 2018.
- 1.1.5 The policy applies to all tenants of Tangmere and Northolt including those who moved following 26 June 2018 under the provisions of the Tangmere Rehousing Priority Scheme and to all leaseholders resident on that date. It replaces and extends that Scheme.
- 1.1.6 The policy provides for different offers dependent upon whether the block in which the resident lives is to be demolished or its defects remedied.

#### Rehousing

- 1.1.7 This policy provides for rehousing of affected residents. The affected residents will have a dedicated rehousing officer who will provide help and support throughout every step of the move process. This will include additional support such as packing and un-packing services for elderly or vulnerable residents.
- 1.1.8 Where there is a need for a household to move to a different part of the borough, Homes for Haringey staff will work with households and provide support if new arrangements to access public services such as healthcare and education need to be made. Financial assistance will also be provided to cover the costs of moving home as described in this policy.

#### Payments

- 1.1.9 The policy provides for home loss and disturbance payments to residents in the blocks required to move permanently because their home will be demolished.
- 1.1.10 It also provides for Basic Loss payments to non-resident leaseholders who choose to sell their flats back to the Council if their block is to be demolished.

## **1.2 Policy context**

1.2.1 The policy incorporates some of the Council's existing policies and explains how these will be applied.

1.2.2 Two existing policies which have been previously been subject to consultation and have been approved by Cabinet are particularly relevant. These policies are;

- **Housing Allocation Policy 2015**

This policy sets out how Council and Housing Association rented properties are allocated, including the priority given to each household and the size of accommodation they will be offered.

- **Estate Renewal Rehousing and Payments Policy**

This policy sets a baseline offer of rehousing and payments to tenants and leaseholders where they are required to move because their estate is subject to a renewal scheme. No estate renewal scheme has yet been brought forward for the blocks but the Council has, where possible, sought to base the offer in this document on the requirement of the ERRPP.

The ERRPP is based on three guiding principles

- No tenant or leaseholder will be financially worse off
- All Tenants and Resident Leaseholders will have a Right to Return
- All Tenants and Resident Leaseholders who wish to move will be supported to do so.

Where possible, the Council is committed to honouring these commitments. However, as there are no current plans to replace the housing if demolished, the Council is those who wish to return may need to wait for a void to become available elsewhere on the estate.

1.2.3 This policy also refers to other policies such as the Council's Under-Occupation payments policy which sets out payments for households downsizing to smaller homes.

1.2.4 Links to each of these policies can be found in Appendix 1. Copies of these policies can be made available on request.

## **2 REHOUSING OFFER TO TENANTS**

### **2.1 Pre-offer meeting and Need Assessment**

2.1.1 The Council aims to rehouse all households based on their need and where possible, their rehousing preferences. To establish each households rehousing needs and preferences, a dedicated Rehousing Officer will meet with each household.

2.1.2 At the first meeting the rehousing officer will ensure that the household understands the process and the support that is available to them. The

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Rehousing Officer will also seek to establish each household's needs through completing a needs assessment form. The Rehousing Officer will also ask households to state any preferences they may have for their new home such as:

- The location and landlord
- Whether they wish the move to be permanent or if they wish to return to Broadwater Farm to their own flat or, if the block is demolished, to a suitable property if one becomes available.
- Whether they wish to be considered for an offer of an alternative flat on the estate matching their housing need at the time of their return; where their block is not to be demolished, and they were either under-occupying or overcrowded in their original flat,

2.1.3 The preferences made by each household will affect how quickly a new home can be found and the Council will be under no duty to meet preferences where a suitable home is unlikely to become available quickly enough.

2.1.4 Residents should be aware that the Council will not rehouse unauthorised occupants, sub-tenants, lodgers, licensees, other non-secure occupants and persons included on applications for rehousing but who are not considered to be part of the tenant's household. However, the Council will offer Housing Advice to these households to assist them to find another home quickly.

2.1.5 In cases of fraudulent applications, the Council will consider what sanctions might be pursued.

## **2.2 What properties will be offered?**

2.2.1 New homes will be offered to tenants on the basis of their housing need which is set out in Section 8 of the Housing Allocation Policy (see Appendix 2) but those who are under-occupying their home by two or more bedrooms maybe able to retain a spare bedroom in line with the Council's Under-Occupation Policy and as described below in 2.3.

2.2.2 Properties which meet specialist needs, such as mobility requirements, will, in the first instance, only be offered to households with these needs.

2.2.3 It is likely that most residents will move to another Council property and so will be charged a Council rent. However, the rents and charges in their new home will be the standard charges for that particular property and so may differ from the charges of their existing home.

## **2.3 Tenants who are under-occupying their current home**

2.3.1 Under the current Housing Allocations Policy, tenants who are willing to transfer to a smaller property and who have more than one spare bedroom will be able to retain spare bedroom(s). This scheme is available to all under-occupying tenants across the borough and will continue to apply to tenants on who permanently move to a smaller home elsewhere in the borough.

2.3.2 This offer will not apply where the Council is required to take legal action, such as the enforcement of notices to recover the property.

2.3.3 In addition to the payments set out in section 3, tenants who move to a smaller property in or outside the Broadwater Farm Estate will also be entitled to financial incentives for each room they are giving up. Tenants will be offered £1,000 for downsizing plus a further £1,000 for each bedroom given up. However, this payment will not be made for temporary moves until and unless a decision is made to demolish the tenant's original home or where the tenant has decided to remain in their new home.

## **2.4 Where will be new property be located and who will be the new landlord?**

2.4.1 The Council will seek to rehouse tenants in an area and with the landlord they have chosen where this is possible consistently with the urgency of the situation. Where this is not possible the Council will be under no duty to meet tenants' preferences.

## **2.5 How will new homes be offered?**

2.5.1 In order to move applicants as quickly as possible, all offers will be a Direct Offer and not by participation in the Choice Based Lettings Scheme.

2.5.2 Once each households Housing Needs and preferences have been established, the Council will then seek where possible to match any available properties to those who have a housing need for the property and, have expressed a preference for the area, landlord or other features which match the property.

2.5.3 Households matched to a property will receive an Offer Letter inviting them to view the property, though they may also receive a phone call and/or email to minimise any delays.

## **2.6 Right to review**

2.6.1 Only one offer will normally be made. If the offer is refused, the tenant is entitled to request a review of the suitability of the accommodation offered. A further offer will only be considered if the review decision is that the offer is unsuitable.

2.6.2 The request for a review must be made within 7 days of the offer, and the Council will make a review decision within 14 days thereafter

2.6.3 The Review will otherwise proceed as set out in paragraph 13.3 of the Allocations Policy (see Appendix 3).

2.6.4 If a review confirms the suitability of the offer, in the absence of exceptional circumstances, the Council will commence possession proceedings to ensure vacant possession of the property within a timely fashion to permit the

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vacation of the block to allow works to remedy the defects or allow demolition to proceed.

**2.7 Who will get priority?**

2.7.1 In many cases, each property will be suitable for more than one household and so any offers or viewings will be made in order of priority as set out below.

Priority 1: Those who are vulnerable, who have specialist needs such as mobility requirement, or who have an additional needs or medical equipment which would create a risk.

Priority 2: Where a preference for a local home has been made, those who have a member of the household attending a local school, or have support services only available in the local area (“local” and “locally” meaning within N17/N22), or those who are working locally.

Priority 3: All other households

2.7.2 Should a property be suitable for more than one household with the same priority, then the property will be offered to the household with the earliest start date to their tenancy on the estate. Tenancies elsewhere will not count toward priority.

2.7.3 The start date for those who succeeded to their tenancy will be the start date of the original tenancy at that address.

**3 The Right to Return**

3.1.1 Unless they have opted to remain in their new property, tenants will have the Right to Return to the Broadwater Farm Estate; either to their own flat or, if the block is demolished, to a suitable property if one becomes available

3.1.2 Tenants will be able to make their new home permanent at any time by confirming in writing that they wish to remain in their new home and so surrender their Right to Return. The tenant will receive acknowledgment by the Housing Office to confirm this option has been selected and accepted.

3.1.3 Tenants will retain the Right to Return until one of the following has occurred;

- The tenant has informed the Council that they do not wish to return to their original home or the estate.
- The tenant has refused an offer to return to their original home.
- The tenant has refused an offer of a suitable alternative property on the Broadwater Farm Estate.
- The tenant’s tenancy at their new home (or any replacement) has been ended.

Appendix 2

- 3.1.4 Tenants will only be entitled to one offer.
- 3.1.5 Should either block's defects be remedied, then the properties will be offered back to their original tenants regardless of their Housing Need at the time of the offer.
- 3.1.6 Where the original tenant does not wish to return, these properties will then be offered to other tenants who wish to return (subject to the property being suitable). Priority for these properties will be given as described in section 2.6.
- 3.1.7 Households who are awaiting a Right to Return offer following this process will be made suitable offers on the estate as they become available. These homes will be offered on the basis of Housing Need, as set out in the Housing Allocations Policy in force at the time of the offer. Priority will be given as described in section 2.6 above.
- 3.1.8 Tenants returning will receive financial help with the move in the form of disturbance payments, but will not receive a 'Home Loss' payment.

**3.2 Right of review**

- 3.2.1 Only one 'direct offer' will normally be made. If the offer is refused, the tenant is entitled to request a review of the suitability of the accommodation offered. A further offer will only be considered if the review decision is that the offer is unsuitable. The Review will proceed as set out in paragraph 13.3 of the Allocations Policy (see Appendix 3).

**4 PAYMENTS MADE TO TENANTS AND RESIDENTIAL LEASEHOLDERS**

- 4.1.1 This policy is not connected to of an estate renewal scheme, but the Council has chosen to adopt payment provisions consistent with the Estate Renewal and Rehousing Policy.
- 4.1.2 Payments potentially available will be:

- Disturbance Payments
- Market value (of leaseholder property)
- Home Loss payments
- Basic Loss Payments
- Under-occupation payments
- Additional Payments

***Disturbance Payments*** – payments to tenants and resident leaseholders to cover the costs of moving home.

***Market Value***- payments by the Council to purchase the leasehold interest of leaseholders

***Home Loss Payments*** – payments to tenants and resident leaseholders to compensate them for the permanent loss of their home:

- To tenants – a flat rate payment, currently £6,100

- To resident leaseholders – a payment of 10% of the value of the property with (currently) a minimum of £6,100 and maximum of £61,000

**Basic Loss Payments** – payments to non-resident leaseholders to compensate them for the permanent loss of their property. Calculated at 7.5% of the value of the property with a maximum of £75,000

**Under-occupation payments** – See section 2.3 above for details of what these cover and when they will be paid

**Additional Payments to Residential Leaseholders** – these payments cover the legal and other costs of selling their existing flat and buying a new one

- 4.1.3 If the leaseholder does not accept the valuation agreed between their valuer and Haringey Council's valuer, or the valuation following any dispute resolution, they will be determined to have rejected the Council's offer to buy by agreement. They will in these circumstances have the statutory right to have the matter referred to Lands Chamber of the Upper Tribunal.

## 4.2 Disturbance Payments

- 4.2.1 Moving home can be costly and the Council is seeking to make sure that tenants do not incur any reasonable additional costs because of the move.

- 4.2.2 Examples of costs which might be considered reasonable include:

- Removal costs from the current home to the new home.
- Redirection of mail for each authorised surname living at the address.
- Telephone and internet disconnection and reconnection.
- Disconnection of any television aerials or satellite dishes
- Washing machine, cooker, dishwasher and plumbed fridge disconnection
- Any extra costs of new school uniform if moved to a different area
- Dismantling and re-fitting of fitted resident owned furniture (such as kitchen units and wardrobes)
- Reimbursements for wage or salary loss on the day of the removal

- 4.2.3 Secure Tenants can also claim the following costs:

- Home improvements that have been notified and approved by the Council, less the cost of depreciation. Receipts are not required, but the improvement must have been approved by the Council, as improvements carried out without the Council's consent could amount to a breach of tenancy.
- Where the costs of adaptations in the old home were previously met by a tenant, the Council will reimburse the tenant subject to relevant receipts being available.

## Appendix 2

4.2.4 Further detail is provided in para 5.2 of the Estate Renewal Rehousing and Payments Policy.

4.2.5 These payments will be made directly to the tenant or leaseholder, and will only be made in respect of one replacement property on any move. These payments will however be made for each move the tenant or leaseholder is required to make.

4.2.6 Tenants/leaseholders are offered two payment method options

- A Claim Option where the tenant/leaseholder submits a Disturbance Payment claim form for any legitimate expenses with receipts or proof of expenses
- A Fixed Payment Option where tenants/leaseholders receive a fixed sum payment instead of claiming for each expense. Payments are based on property size;

1 bedroom	2 bedrooms	3 bedrooms	4 bedrooms
£1,650	£2,000	£2,400	£2,780

### 4.3 Home Loss payments to secure tenants

4.3.1 These payments will be made if and when a decision is made to demolish a tenant's home. These payments will not be paid if a decision is made to repair the tenant's block, even if the tenant decides not to return to their original home.

4.3.2 These will apply to all Secure Tenants regardless of how long they have been resident in Broadwater Farm.

4.3.3 Payments will normally be made only after the clearance of and return of the return of keys to the property the tenant is vacating. Any rent arrears the tenant owes will be deducted from these payments.

### 4.4 Home loss and Basic Loss payments to resident and non-resident leaseholders respectively together with Market Value,

4.4.1 Following a decision to demolish either block, the Council will purchase the flats of any leaseholders affected at Market Value.

4.4.2 Resident leaseholders, will receive a Home Loss Payment in addition to market value.

4.4.3 Non-residential leaseholders will receive a Basic Loss Payments in addition to market value

4.4.4 These payments will normally be made only after the return of keys and the sale completion. Any rent, service charge or major works arrears may be deducted from these payments.



## **4.5 Additional payments**

4.5.1 Resident leaseholders are also entitled to an Additional Payment.

4.5.2 Additional Payments can include:

- Early mortgage redemption fees at the existing property
- Conveyancing costs
- Mortgage and lender fees arising from the purchase of a replacement property
- Stamp duty land tax arising from the purchase of a replacement property
- Solicitor/legal fees arising from the purchase of a replacement property
- In some cases, payment for replacing white goods or furnishings owned by the leaseholder where the existing white goods/furnishing do not fit into the new property
- Removal and reinstatement of disabled adaptations as agreed by Haringey Council's Occupational Therapist

4.5.3 Emergency payments may be made available to those who will need this payment to secure a new home.

Additional Payments are only available to assist purchase of a replacement home within the United Kingdom.

## **5 REHOUSING OPTIONS FOR LEASEHOLDERS**

### **5.1 Purchase on the open market**

5.1.1 If the leaseholder uses the payments received to buy a new property on the open market in the United Kingdom, they will receive Additional Payments as set out above at paragraph 4.5. They may however wish to take up one of the further options outlined below.

### **5.2 Additional options**

5.2.1 Leaseholders who resides in one of the block, as 26 June 2018 may qualify for additional assistance from the Council.

5.2.2 Practical non-financial help may be provided in buying another property outside Haringey This will be limited to information on how to purchase a property on the open market such as finding solicitors, surveyors etc..

### **5.3 Equity Loan**

5.3.1 Resident leaseholders who wish to remain in the borough but who cannot afford to purchase a new property outright may be able to buy a new property with an Equity Loan from Haringey Council. Details of this scheme are set out at Appendix 4

5.3.2 Unlike a mortgage, these loans do not attract any interest and will only need to be repaid when the property is sold or transferred to another owner unless the property is inherited by the leaseholder's spouse, civil partner or a person living with them as their husband or wife.

5.3.3 Equity Loans will be available to fund up to 40% of the leaseholder new home in the borough where the leaseholder invests the whole of the Market value and Home Loss Payment received on sale of their flat to the Council.

5.3.4 These loans are being made available primarily to help those who would not be able to purchase a home off the estate without the loan – they are not intended to help purchase more expensive properties off the estate or to be used to fund very high value properties. There is therefore a double cap on the value of the replacement home. That is, the maximum value of the replacement home cannot be higher than the lower of the following two criteria:

- Where the total of the Market Value and Home Loss Payment equals 60% of the value of the new property being purchased. This is equivalent to the new home being a maximum of 1.83 times Market Value of the current home.
- The borough-wide upper quartile house price. The most recent published value is £637,250 as reported by the GLA in August 2017.

5.3.5 While the leaseholder may contribute any other capital or savings, these additional funds can only be used to reduce the size of the Equity Loan and cannot be used to purchase a higher value property.

#### Ownership and responsibilities

5.3.6 The leaseholder is responsible for repairs, service charges and all other costs associated with the new property, but there is no interest payable on the Equity Loan.

5.3.7 Under the Equity Loan arrangement, the leaseholder will be the sole legal owner and is able to sublet the property subject to the usual requirements to notify the freeholder or any other relevant terms in the lease.

#### Repayment of the Equity Loan and Sale

5.3.8 The leaseholder may at any time repay part of the Equity Loan at any time. In order to do so a new valuation of the property will need to be obtained and each partial repayment of the loan must be for at least 10% of the property's current value. This valuation, and any associated administrative costs, will be the responsibility of the leaseholder.

5.3.9 The Equity Loan only needs to be repaid upon sale of the property. Any increase or decrease in the value of the property will be apportioned between the leaseholder and the Council or its appointed agent in line with their original contributions and any staircasing, which are calculated as percentages.

5.3.10 Prior to any sale the Council or its appointed agent will require a further valuation to be obtained so that the amount that is due to be repaid to the landlord can be calculated. This will be at the expense of the leaseholder along with all associated administrative costs connected with the sale.

Inheritance and death of the leaseholder

5.3.11 Following the death of the leaseholder, the Equity Loan will need to be repaid when the property is transferred to another owner unless the property is inherited by the leaseholder's spouse, civil partner or a person living with them as their husband or wife. The partner may take a transfer of the property without having to repay the Equity Loan, so long as the partner resided at the home with the leaseholder at the time of the leaseholder's death.

5.3.12 Succession by a partner without repayment of the Equity Loan can take place on any property located in the borough, but can only take place once. This offer will be subject to the partner being able to retain at least a 60% equity share of the property's value at that time (for example, being able to maintain payments on any mortgage funding that share). Surviving partners who are unable to fund a 60% share may be offered a Shared Ownership arrangement as described in the Estate Renewal Rehousing and Payments Policy.

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**APPENDIX 1 – Links to other documents and policies**

**Estate Renewal Rehousing and Payments Policy**

[http://www.haringey.gov.uk/sites/haringeygovuk/files/estate\\_renewal\\_rehousing\\_and\\_payments\\_policy\\_2017.pdf](http://www.haringey.gov.uk/sites/haringeygovuk/files/estate_renewal_rehousing_and_payments_policy_2017.pdf)

**Housing Allocations Policy 2015 as amended 1 May 2017 & 14 March 2018**

[http://www.haringey.gov.uk/sites/haringeygovuk/files/haringeys\\_housing\\_allocations\\_policy\\_2015\\_amended\\_14\\_march\\_2018.pdf](http://www.haringey.gov.uk/sites/haringeygovuk/files/haringeys_housing_allocations_policy_2015_amended_14_march_2018.pdf)

**Under-Occupation Incentives**

<http://www.haringey.gov.uk/housing/housing-options/under-occupation>

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**APPENDIX 2 – Section 8 of the Housing Allocations Policy****8 TYPE OF PROPERTY OFFERED****8.1 Property size and household size**

- 8.1.1 The Council, Homes for Haringey and Registered Providers will always aim to make best use of their housing stock.
- 8.1.2 When determining the number and ages of the people who may occupy a property, the Council will have regard to the bedroom entitlement set out in 8.7 below.
- 8.1.3 Sometimes the applicant with the highest priority may not be allocated a home if this would result in either overcrowding or under-occupation, or if it would not make best use of ground floor or specially adapted accommodation.
- 8.1.4 Properties that have level access will be prioritised for those applicants who have a very serious medical need (so are in Band 'A') and require such accommodation.
- 8.1.5 If the landlord agrees an applicant will be allowed to move into a home that is smaller than their needs, where this improves their situation. For example, if an applicant has 4 children and is entitled to a 4-bedroom home but is living in one with 2 bedrooms, their application for a 3-bedroom home may be considered.
- 8.1.6 Registered Providers may apply different standards. The Home Connections advert will confirm how many people can be accommodated.

**8.2 Parents with 'staying access' to dependent children or shared residence orders**

- 8.2.1 Applicants with a shared residence order or staying access for children are not automatically entitled to bedrooms for their children.
- 8.2.2 The general principle is that a child needs one home of an adequate size, and that the Council and Registered Providers will not accept responsibility for providing a second home for children.
- 8.2.3 In determining the size of accommodation required for a household, children from current or former relationships will only be counted as part of the household if they live with the applicant for more than 50% of the time. Suitable evidence must be provided, in the form of a Residency Order and a child benefit statement.
- 8.3 Parents with a dependent child who is in foster care or being looked after by the local authority
- 8.3.1 When assessing bedroom entitlement, the Council will only take into account children who are currently in foster care or being looked after by the local

authority if the Children & Young People's Service (CYPS) confirms that the children will be returned to the applicant when the applicant is rehoused in accommodation of a suitable size.

#### **8.4 Support for fostering and adoption**

8.4.1 When assessing bedroom entitlement, the Council will take into account the Children & Young People's Service's assessment of the requirements of prospective foster carers and adopters. This will not, however, result in any priority being given for overcrowding.

#### **8.5 Applicants with a medical or social need for a larger property**

8.5.1 Applicants can apply for an extra bedroom due to their medical or social needs. Their circumstances will be considered and evidence supporting the need for an extra room will be required.

#### **8.6 Extra rooms for carers**

8.6.1 If an applicant states that they need an extra room for a carer, the Council will carry out an assessment of the applicant's needs and decide whether or not an extra room is required. Due to the high demand for housing, such requests are only likely to be agreed in exceptional circumstances.

8.6.2 The Council's Adult Social Care service should be able to provide evidence of the need for a 'live in' carer and confirmation (where appropriate) that, if the support was not provided, the applicant would qualify for funding for a 'live in' carer.

8.6.3 Where the Council is satisfied that there is a need for a live-in carer who is not cohabiting with another member of the household, the household will be entitled to an additional bedroom.

8.6.4 To qualify for an additional bedroom for a carer, the applicant must demonstrate that this care is provided by someone who would not otherwise live with the applicant and that, if they are a relative or friend, they are in receipt of a Carer's Allowance.

8.6.5 In exceptional circumstances, an extra bedroom may be awarded where a substantial amount of specialist medical equipment has been installed in the home.

#### **8.7 Guidance on bedroom entitlement**

8.7.1 Although the assessment of applicants' bedroom entitlement is complex and based on a range of factors, the table on the next page provides guidance on how many bedrooms an applicant should have.

8.7.2 It should be noted that, if a member of the applicant's household is pregnant, this does not entitle them to an extra bedroom. Instead, their application will be amended on receipt of the birth certificate.

## Appendix 2

8.7.3 For the purposes of assessing the applicant's bedroom entitlement, adults under the age of 25 will be assessed as young people in accordance with the table below.

Household size	Lowest number of bedrooms needed
1 adult	Bedsit
2 adults living together as a couple	1 bedroom
Adults living together but not as a couple	1 bedroom each
1 adult (or 2 adults living together as a couple) with 1 child	2 bedrooms
1 adult (or 2 adults living together as a couple) with: <ul style="list-style-type: none"> <li>▪ 2 children of the opposite sex (both under 10); <b>or</b></li> <li>▪ 2 children/young people of the same sex</li> </ul>	2 bedrooms
1 adult (or 2 adults living together as a couple) with: <ul style="list-style-type: none"> <li>▪ 2 children of the opposite sex (at least one aged 10 or over); <b>or</b></li> <li>▪ 3 or 4 children / young people of the same sex; <b>or</b></li> <li>▪ 4 children / young people (two male &amp; 2 female); <b>or</b></li> <li>▪ 4 children / young people (3 of one sex &amp; 1 of the other) – where at least one male and one female are aged under 10</li> </ul>	3 bedrooms
1 adult (or 2 adults living together as a couple) with: <ul style="list-style-type: none"> <li>▪ 4 children / young people (3 of one sex &amp; 1 of the other, where all of the former and/or the latter are aged 10 or over ); <b>or</b></li> <li>▪ 5 or 6 children / young people of the same sex; <b>or</b></li> <li>▪ 5 or 6 children / young people (3 or 4 of one sex &amp; 1 or 2 of the other);</li> </ul>	4 bedrooms
1 adult (or 2 adults living together as a couple) with: <ul style="list-style-type: none"> <li>▪ 6 children / young people (three male &amp; 3 female) – where all males and/or all females are aged 10 or over; <b>or</b></li> <li>▪ 7 or more children / young people.</li> </ul>	5 or more bedrooms

8.8.1 Due to the shortage of family homes, very large families that are in urgent need of rehousing may prefer to be offered two separate properties, rather than bid for a property that is smaller than they need.

8.8.2 For this to happen, there must be an adult member of the household who is eligible for housing and is willing to hold the second tenancy. They must join the Housing Register and be rehoused after the original applicant, who will be offered alternative accommodation that is of a size that reflects the reduced size of their household.

**APPENDIX 3 – Section 13.3 of the Housing Allocations Policy****13.3 Requesting a review of the suitability of an offer of housing**

- 13.3.1 Under the choice based lettings scheme, there are generally no penalties for most applicants who refuse an offer of permanent accommodation. However, if applicants receive a direct offer and refuse that offer, their priority may be reduced and, if they are homeless and subject to 'auto-bidding', the Council's homelessness duty may cease if they refuse an offer of suitable accommodation.
- 13.3.2 Where an applicant refuses an offer of accommodation, the Council may ask them to complete a form to record the reasons why the property has not been accepted. This information will be used to monitor the lettings process and the standard of accommodation, and to inform future decisions on the way in which services are delivered.
- 13.3.3 If an applicant wishes to request a review of the suitability of an offer of housing or, if applicable, that the Council's duty has ceased, they must submit their request to the Council in writing within 21 days of the offer being refused. The Council will normally confirm, in writing, the outcome of the review within 56 days and, in its reply, it will describe any further rights of appeal that the applicant has if they are still not satisfied with the decision.
- 13.3.4 Where the Review Officer decides that the offer of accommodation was not suitable, any penalty that has been imposed (including the discharge of the Council's homelessness duty) will be cancelled:
- Applicants who have not accepted the offer will be entitled to another offer of accommodation (through choice based lettings, a direct offer or 'auto-bidding', as appropriate)
  - Applicants who have accepted the offer and taken on the tenancy of that accommodation will be placed in Band A of the Housing Register and will be given an effective date that matches the date that they accepted the tenancy.



## **APPENDIX 4 – Section 6.3 of the Estate Renewal Rehousing and Payments Policy**

### **6.3 Equity Loans**

Resident leaseholders and freeholders who wish to remain in the renewal area, or borough, but who cannot afford to purchase a new property outright may be able to buy a new property with an Equity Loan from Haringey Council, the developer or a Housing Association. This offer is only open to those who are able to afford 60% of the full purchase price unless an individual scheme has offered a lower minimum percentage. It should be noted however, that total housing costs cannot be exactly replicated, as lender rates are subject to change. Utilities, ground rent and service charge costs may also be different at the new properties compared with the leaseholder's existing property.

#### Minimum percentages required for Equity Loans

The policy below has used an equity requirement of 60% to qualify for an Equity Loan. This percentage is the minimum requirement for all schemes where this policy applies. However, individual schemes may offer a lower minimum equity share which should be used in place of references to 60% in the text below.

#### The new property

New properties on the renewal scheme bought under this arrangement cannot have a greater number of bedrooms than the leaseholder's existing property unless the leaseholder finances the cost of any additional bedrooms themselves. The value of any additional bedrooms will be determined by taking the difference in value between the larger property the leaseholder wishes to purchase and the value of a comparable property which is the same size as the leaseholder's current property. The comparable property will be in the same location, condition and terms as the proposed larger property.

#### Leaseholder and freeholder contribution

Leaseholders are eligible for this option where they agree to contribute;

- The market value of the property of their current home, made up of any equity in the property, plus any outstanding mortgage, and
- Any Home Loss payment, ie 10% of the market value of the property being acquired, subject to the statutorily defined limit as outlined in section 4.

#### Portable Equity Loans

Equity Loans are available for properties in other parts of the borough. These loans are being made available primarily to help those who would not be able to purchase a home on the estate without the loan – they are not intended to help purchase more expensive properties off the estate or to be used to fund very high value properties. There is therefore a double cap on the value of the replacement home.

## Appendix 2

That is, the maximum value of the replacement home cannot be higher than the lower of the following two criteria:

- Where the value of the current property plus 10% Home Loss equals 60% of the value of the new property being purchased. This is equivalent to the new home being a maximum of 1.83 times the value of the current home.
- The borough-wide upper quartile house price. The most recent published value is £637,250 as reported by the GLA in August 2017 and will be updated every year.

### Additional contributions

While the leaseholder may contribute any other capital or savings, these additional funds can only be used to reduce the size of the Equity Loan and cannot be used to purchase a higher value property. Equity Loans will not be available for the purchase of properties that are more expensive than these limits.

It should be noted that if the leaseholder's existing property was purchased using a mortgage, a further mortgage to at least the same value as the one held on the existing property being purchased by Haringey Council will need to be raised before (or at the same time as) the purchase of the new property can take place. Haringey Council and the independent financial advisor can assist leaseholders in finding a new mortgage.

### The Equity Loan

Subject to the above maximum values and percentage contributions, and the investment of the value of the existing property plus Home Loss, the remaining proportion of the property will be funded by an interest free equity loan from Haringey Council, the developer or the Housing Association, which will be secured as a charge on the property.

### Ownership and responsibilities

Properties bought using an Equity Loan are leasehold properties (similar to 'Right to Buy'), meaning that there is a lease for a fixed period of time, typically 99 years. The leaseholder is responsible for repairs, service charges and all other costs associated with the new property, but there is no interest payable on the equity retained by the provider.

The leaseholder is able to repay part of the Equity Loan at any time. In order to do so a new valuation of the property will need to be obtained and each partial repayment of the loan must be for at least 10% of the property's current value. This valuation, and any associated administrative costs, will be the responsibility of the leaseholder.

Under the Equity Loan arrangement, the leaseholder will be the sole legal owner and is able to sublet the property subject to the usual requirements to notify the freeholder or any other relevant terms in the lease.

### Sale and Repayment of the Equity Loan

The Equity Loan only needs to be repaid upon sale of the property. Any increase or decrease in the value of the property will be apportioned between the leaseholder

Appendix 2

and the landlord or its appointed agent in line with their original contributions and any staircasing, which are calculated as percentages.

Prior to any sale the landlord or its appointed agent will require a further valuation to be obtained so that the amount that is due to be repaid to the landlord can be calculated. This will be at the expense of the leaseholder along with all associated administrative costs connected with the sale.

Inheritance and death of the leaseholder

Following the death of the leaseholder, the Equity Loan will need to be repaid when the property is transferred to another owner unless the property is inherited by the leaseholder's spouse, civil partner or a person living with them as their husband or wife. The partner may succeed to the property without having to repay the Equity Loan, so long as the partner resided at the home with the leaseholder at the time of the leaseholder's death.

Succession by a partner without repayment of the Equity Loan can take place on any property located in the borough, but can only take place once. This offer will be subject to the partner being able to retain at least a 60% equity share of the property's value at that time. Surviving partners who are unable to fund a 60% share may be offered a Shared Ownership arrangement as described below.

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## **BROADWATER FARM LOCAL LETTINGS PLAN**

### **1 The need for a Local Lettings Plan**

- 1.1 The Broadwater Farm Emergency Rehousing Policy offers a Right to Return to all tenants in Tangmere and Northolt who have been required to move due to emergency repairs. To honour this commitment, this Local Lettings Plan sets out the priorities for vacant homes on the Broadwater Farm estate.

### **2 Application of this policy**

- 2.1 This lettings plan will remain in place until there are no remaining tenants with the Right to Return.
- 2.2 This policy does not apply to lets where a property is unavailable due to successions or legal reasons.

### **3 Priority for vacant properties on Broadwater Farm**

- 3.1 Each vacant property on the estate will be offered to households in the following order of priority. With the exception of those returning to their original home (priority a) With the exception of those returning to their original home (a), priority will be given to household with the earliest Broadwater Farm tenancy start date.

*Where repairs have been completed on either Tangmere or Northolt*

- a. The previous tenant of that particular property who retain a Right to Return, regardless of their Housing Needs.

*Where there remain tenants who need to be rehoused*

- b. Tenants from these blocks who are vulnerable  
c. Tenants from these blocks with a local connection  
d. All other tenants from these blocks tenants

*Where a decision is made to demolish either Tangmere or Northolt*

- e. Tenants retaining a Right to Return and who have a Housing Need for this size property, with priority to those with the earliest Broadwater Farm tenancy start date.
- f. Households as determined by the Housing Allocations Policy

### **4 Definitions**

- 4.1 Housing Needs and suitability of properties will be determined by the Housing Allocations Policy in force at the time. Tenants will have the right to appeal if

they believe that the property is not suitable unless they are the original tenant of that property.

- 4.2 The start date for those who succeeded to their tenancy will be the start date of the original tenancy so long as the tenancy was also in the same property.
- 4.3 Previous tenants will retain the Right to Remain until one or more of the following has occurred;
- The tenant has informed the Council that they do not wish to return to their original home.
  - The tenant has received an offer to return to their original home. This offer will be made regardless of their Housing Need.
  - The tenant has received an offer of a suitable alternative property on the Broadwater Farm Estate. This offer will be made on the basis of their Housing Need at the time of the offer regardless of the size of their temporary original home.
  - The tenant's tenancy at their temporary home has been ended.
- 4.4 Vulnerable tenants and tenants (or members of their household) who are vulnerable, at high risk to themselves or the property, or who have specialist needs such as mobility requirements.
- 4.5 Local connection is taken to mean where a tenant or member of their household is attending a local school, or have support services only available in the local area ("local" and "locally" meaning within N17/N22), or those who are working locally.
- 4.6 Tenants who need to be rehoused are those who need to move prior to any repair works or demolition, and living in Tangmere and (where a decision has been made to rehouse the block) Northolt.

## **5 Discretion**

- 5.1 This policy cannot cover every eventuality and the Council reserves the right to make offers outside of this letting exceptional circumstances.

## EQUALITY IMPACT ASSESSMENT

The **Equality Act 2010** places a '**General Duty**' on all public bodies to have '**due regard**' to the need to:

- Eliminating discrimination, harassment and victimisation and any other conduct prohibited under the Act
- Advancing equality of opportunity for those with 'protected characteristics' and those without them
- Fostering good relations between those with 'protected characteristics' and those without them.

In addition the Council complies with the Marriage (same sex couples) Act 2013.

### Stage 1 – Screening

### Stage 2 – Full Equality Impact Assessment

An Equality Impact Assessment provides evidence for meeting the Council's commitment to equality and the responsibilities under the Public Sector Equality Duty.

#### 1. Responsibility for the Equality Impact Assessment

<b>Name of proposal</b>	Tangmere and Northolt Rehousing
<b>Service area</b>	Housing Strategy and Commissioning
<b>Officer completing assessment</b>	Martin Gulliver
<b>Equalities/ HR Advisor</b>	Hugh Smith
<b>Cabinet meeting date (if applicable)</b>	26 June 2018
<b>Director/Assistant Director</b>	Dan Hawthorn

#### 2. Summary of the proposal

##### Decisions

As a result of all the issues set out in the cabinet report, it is proposed that the Council start rehousing Tangmere tenants with immediate effect. The report also seeks approval for the Tangmere Rehousing Priority Scheme, and delegates authority to the Director of Housing, Regeneration and Planning to commence rehousing residents of Northolt if the position regarding the safety of this block changes.

The report also recommends that the Council starts consultation on:

- A section 105 consultation on the options for both blocks, in light of the health and safety issues outlined in the report. The options to be consulted on will be to strengthen one or both of the blocks, or to demolish one or both of the blocks and rebuild the Council homes on the estate
- A proposed Broadwater Farm Rehousing and Payments Policy.

- A proposed Broadwater Farm Local Lettings Plan

Reports will be presented to Cabinet later in 2018 recommending a decision on the future of each block, and to present the Broadwater Farm Rehousing and Payments Policy for approval.

#### Assessment of Impact

This Equality Impact Assessment will assess the impact of:

- The decision to rehouse Tangmere residents and (if required) Northolt residents.
- The draft Broadwater Farm Rehousing and Payments Policy which will be subject to consultation
- The draft Local Lettings Plan which will also be subject to consultation.

#### Impact: Rehousing of Tangmere residents

The impact of this decision will be on the tenants and leaseholders currently resident in Tangmere who will need to move to another home, and those in Northolt in the event that a decision is taken to rehouse those residents ahead of the Broadwater Farm Rehousing and Payments Policy and Local Lettings Plan being finalised. The Council will support residents through this process starting with in-depth discussions with each household to understand their housing need and rehousing preferences. Where possible, the Council will seek to meet these preferences through their housing offer and additional priority will be given to those with local connections to allow them to remain in the area if they so wish.

Tenants will also be given practical support to help them through the viewing and moving process including help with removals and other costs of moving home. Tenants will also be offered realistic timescales for their potential return to the estate and offered the Right to Return to their previous home (if repairs are carried out). Should a decision be made to demolish both or either block, then tenants will be offered vacant properties which become available on the estate.

These moves will allow under-occupying households to move to an appropriate size property and, if they wish, to remain there. Those who are under-occupying their home will be required to move to a smaller property but will be able to retain one spare bedroom if they currently have more than two spare bedrooms.

Unless the households wish otherwise, these moves will, initially, be on a temporary basis. However, following consultation and a future Cabinet decision, these moves may become permanent if a decision is taken to demolish the blocks and the tenant decides they wish to remain in the property they have moved to.

The impact of the rehousing may include stress, disruption to existing communities and social networks within Broadwater Farm estate, and disruption to access to public services and employment within the vicinity of the estate. As such, the Council has a duty to mitigate any discrimination that may occur and foster ongoing good relations between communities both within the estate and in the areas in which tenants are rehoused.

#### Impact: Proposed Broadwater Farm Rehousing and Payments Policy



This draft policy sets out the proposed rehousing priorities for Northolt and Tangmere residents who will need to be rehoused either to enable works to rectify the structural defects in the blocks, or because of a decision to demolish and rebuild the homes within one or both of the blocks. A decision on these options will be made by Cabinet later this year, following resident consultation.

The Cabinet report recommends that Tangmere residents are initially rehoused in line with the Council's Housing Allocations Policy and the Tangmere Rehousing Priority Scheme, which will be replaced by the Broadwater Farm Rehousing and Payments Policy once it is approved.

Where moves are or become permanent, the policy also sets out payments to Tangmere and Northolt tenants and leaseholders. Where possible, these payments are the same as those set out in the approved Estate Renewal Rehousing and Payments Policy.

It is proposed that the draft policy will be subject to consultation and this Equalities Impact Assessment will be developed further following completion of the consultation.

Impact: Proposed Broadwater Farm Local Lettings Plan

The Local Lettings Plan is necessary to honour the Right to Return offered in the Rehousing and Payments Policy. The impact of this policy will allow tenants to return to the estate as quickly as possible through either an offer of their original home (if their block is repaired) or the use of homes which become available elsewhere on the estate.

**3. What data will you use to inform your assessment of the impact of the proposal on protected groups of service users and/or staff?**

Protected group	Service users	Staff
Sex	Council held housing data.	This policy does not affect staff.
Gender Reassignment	n/a	
Age	Council held housing data.	
Disability	Council held housing data.	
Race & Ethnicity	Council held housing data.	
Sexual Orientation	n/a	
Religion or Belief (or No Belief)	Council held housing data.	
Pregnancy & Maternity	n/a	
Marriage and Civil Partnership	n/a	

**Outline the key findings of your data analysis.**

**Sex**

SEX	Northolt	Tangmere	Both	Borough population
Female	39%	46%	42%	49%
Male	59%	51%	55%	51%
Unknown	2%	3%	2%	-

Compared to the borough profile, there are more males than females in these blocks.

This is largely because of the high number of one-bedroom properties, which represent around 50% of Tangmere and all Northolt flats, and these are more likely to be allocated to single men, as census data indicates that single men are less likely to have sole caring responsibilities for children. Haringey's Allocations Policy allocates two bedrooms to households comprising one adult and one child.

### **Gender reassignment**

The council does not have local data regarding this protected characteristic. There is no reason to believe that there will be specific impacts for this protected group and will try to ensure that discrimination, harassment and victimisation is tackled based upon this and any other protected group.

### **Age**

AGE BAND	Northolt	Tangmere	Both	Borough population
16-24	3%	3%	3%	14%
25-44	32%	11%	21%	48%
45-64	26%	60%	43%	26%
65+	32%	17%	25%	12%
Unknown	7%	9%	8%	-

The profile of these blocks (and Council households generally) is significantly older than the general borough population. The decision will therefore have a proportionately higher impact on older residents.

### **Disability**

Disability rates are significantly lower than those in the borough despite a higher reporting rate. It is therefore unlikely that individuals with disabilities will be overrepresented among those impacted by the decision.

DISABILITY	Northolt	Tangmere	Both	Borough population
No	35%	32%	33%	17%
Yes	8%	11%	9%	15%
Unknown	57%	57%	57%	67%

### **Race and Ethnicity**

Northolt and Tangmere (and Council households generally) have higher proportions of Black households and lower proportions of White households than in the rest of the borough. The decision will therefore have impact on a proportionately higher number of Black residents.

ETHNICITY	Northolt	Tangmere	Both	Borough population
Asian	3%	6%	4%	10%
Black	54%	40%	47%	16%
Chinese or Other	7%	12%	9%	4%

White	21%	33%	27%	66%
Refused/Unknown	12%	9%	10%	-

Mixed ethnicity households represent 4% of the general population but are under-represented among residents in these block. It is not anticipated that there will be a disproportionate impact on this groups

### **Sexual Orientation**

Sexuality is frequently under-reported, with only half of residents in these blocks declaring this information. However, on the limited data available, there appears to be similar proportions of Gay, Lesbian and Bisexual as the general population. There is therefore unlikely to be a disproportionate impact on residents with this protected characteristic.

### **Religion and belief (or no belief)**

While there are significantly lower proportions of Christians and those stating No Religion in comparison to the borough's population. This is in part explained by lower reporting rates with 46% refusing/not responding compared to 12% borough wide.

RELIGION/FAITH	Northolt	Tangmere	Both	Borough population
Christian	32%	23%	28%	50%
Muslim	14%	17%	16%	11%
No Religion	10%	5%	7%	20%
Other	3%	3%	2%	5%
Not known/refused	41%	51%	46%	12%

Other religions, such as Jewish, Hindu and Buddhist, are under-represented among residents in these block in comparison with the general population, and so it is not anticipated that there will be a disproportionate impact on these groups.

### **Pregnancy and maternity**

The council does not hold data on pregnancy and maternity among its tenants and leaseholders. However, this data will become available once tenants and leaseholder and interviewed with regard to their households and current circumstances.

The council will need to ensure that it considers the inequalities and discrimination experienced by those who are pregnant or who are new mothers throughout this Equalities Impact Assessment.

### **Marriage and Civil Partnership**

The council does not hold data on marriage and civil partnership among its residents. The council will need to ensure that it considers the inequalities and discrimination experienced by those who are married or in a civil partnership throughout this Equalities Impact Assessment.

**4. a) How will consultation and/or engagement inform your assessment of the impact of the proposal on protected groups of residents, service users and/or staff?**

Homes for Haringey have already undertaken considerable engagement with residents over the safety and inspection of these blocks. However, as the recommendation to rehouse Tangmere tenants is being taken for health and safety reasons, the urgency to rehouse residents means that consultation cannot be carried out prior to the initial temporary moves.

Following a Cabinet decision to approve the recommendations, there will be intense engagement with all residents to enable them to be rehoused as quickly and efficiently as is possible, taking into account the personal circumstances of each household. At the same time, the Council will carry out formal consultation on the Rehousing and Payments Policy and regarding the future of each block. A decision on the future of each block will be taken by Cabinet later this year, informed by the outcomes of that consultation.

All tenants and leaseholders will be included in this process, even if they are temporarily housed away from the blocks.

**4. b) Outline the key findings of your consultation / engagement activities once completed, particularly in terms of how this relates to groups that share the protected characteristics**

Outcomes of the consultation will be analysed on completion of the consultation.

**5. What is the likely impact of the proposal on groups of service users and/or staff that share the protected characteristics?**

**1. Sex**

Positive	Y	Negative	Y	Neutral impact		Unknown Impact	
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The data analysis in Section 3 shows that there are proportionally fewer women among households in the blocks, but that women still form a significant proportion of residents. People with this protected characteristic will therefore be potentially negatively impacted by the decision to rehouse Tangmere residents, but likely to be positively assisted by the Rehousing and Payments Policy.

Temporary rehousing of Tangmere residents

Moving home will be more disruptive to households with children, who may have to make alternative arrangements for schooling. These changes are more likely to affect single mothers who may have support networks in place in the local area, benefit from local facilities aimed at single parent households, and benefit from proximity to work arrangements. Census data indicates that 92% of lone-parent households in West Green are led by women and therefore any impact on lone-parent households will primarily

impact women.

The effects of being required to move will, in part, be offset by support being given to each household, including financial help with the costs of moving. Where possible, the Council will match the household's preference regarding the location of the new home, and additional priority will be given to vulnerable households and those with children in local schools. As the new homes will be based on Housing Need, the moves will also allow those households who are over-occupying to move to an appropriate size home which, if they desire, could be offered to them permanently

The Draft Broadwater Farm Rehousing and Payments Policy

The draft policy seeks to offer mitigations to the moves by ensuring that those with children in a local school will be given priority to remain in the local area.

As the new homes will be based on Housing Need, those who are over-occupying their home will benefit from larger properties. Households will have the option to remain in these larger homes even if their original home is repaired and available for them to return to. The policy also offers payments to households if their original home is demolished, which may assist households with arrears to clear them.

The proposed Local Lettings Plan

The Local Lettings Plan will enable households to return to the estate should they wish and so return to their community and previous support networks. These lets will be either to their previous home (if their block is repaired), or based on their housing need at the time of the return. This policy will particularly benefit families, including single parent-led families, by allowing them to move to a larger property if their housing needs have increased. We know that the vast majority of single parent households in Haringey are led by women, and so it is reasonable to expect that this policy would have a positive impact in relation to this protected characteristic.

**2. Gender reassignment**

Positive		Negative		Neutral impact		Unknown Impact	Y
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The Council does not have local data regarding this protected characteristic. There is no reason to believe that there will be specific impacts for this protected group and the council will try to ensure that discrimination, harassment and victimisation is tackled based upon this and any other protected group.

**3. Age**

Positive	Y	Negative	Y	Neutral impact		Unknown Impact	
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The data analysis in Section 3 shows that elderly residents are overrepresented among households in the blocks. This protected characteristic will therefore be potentially negatively impacted by the decision to rehouse Tangmere residents, but likely to be

positively assisted by the Rehousing and Payments Policy.

#### Temporary rehousing of Tangmere residents

Moving home is likely to have more significant effects on those who are elderly or vulnerable as older residents are more likely than the general population to experience mental health difficulties and have physical disabilities. They may find moving to a new home more difficult, especially if moved outside their current area, and households that require adaptations to their home may find it more difficult to bid for temporary properties in the local area.

The effects of being required to move will, in part, be offset by support being given to each household, including financial help with the costs of moving, and the Council applying priority for vulnerable households. Priority will also be given to those who have the longest tenancy on the estate. It is likely that this will give further priority to older residents.

Older tenants are more likely to be under-occupying their home, and these tenants will be required to move to a smaller home. Payments for down-sizing will be available should the move become permanent. Households currently under-occupying their current home by two bedrooms will be able to retain a spare bedroom and will have the option to return to their original property should this become available.

#### The draft Broadwater Farm Rehousing and Payments Policy

The draft policy gives priority to vulnerable households to assist them to remain in the local area. The draft policy also gives higher priority to those who have the longest tenancy on the estate. It is likely that this will give further priority to older residents.

The draft policy also allows households to retain a spare bedroom if they are currently under-occupying their current home by two bedrooms, and payments will be available should the move become permanent. Should their original home become available, they will be able to return to this home if they wish regardless of any under-occupation

Should the moves become permanent, older leaseholders are more likely to have reduced their mortgage but will also face more difficulty in obtaining a new or replacement mortgage. However, the offer of an Equity Loan will enable them to find a new home in the area, should they wish to do so, using the value of their current property and the Home Loss payment.

#### The Local Lettings Plan

The Local Lettings Plan will enable households to return to the estate should they wish and so return to their community and previous support networks. These lets will be either to their previous home (if their block is repaired), or based on their housing need at the time of the return. This policy will allow households to move to a larger property if their housing needs have increased. This may benefit young households, as these are most likely to experience an increase in housing need due to starting a family.

#### **4. Disability**

Positive	Y	Negative	Y	Neutral impact		Unknown Impact	
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The data analysis in Section 3 shows that residents with disabilities are under-represented among households in the blocks, but still form 9% of residents. Residents with this protected characteristic will therefore be potentially negatively impacted by the decision to rehouse Tangmere residents, but likely to be positively assisted by the Rehousing and Payments Policy.

Temporary rehousing of Tangmere residents

Residents with mental health needs and learning disabilities may find moving to a new home more difficult, especially if moved outside their current area. Households that require adaptations to their home may find it more difficult to bid for temporary properties in the local area.

The effects of being required to move will, in part, be offset by support being given to each household, including financial help with the costs of moving, and the Council applying priority for vulnerable households. This additional priority to remain in the local area will also be given to those with Special Educational Needs who receive high quality support from the schools they currently attend. The moves will also allow those households to move to an appropriate home which, if they desire, could be offered to them permanently.

The Draft Broadwater Farm Rehousing and Payments Policy

The draft policy seeks to offer mitigations to the moves by prioritising vulnerable households, who will be given priority to remain in the local area.

Those needing adapted homes may benefit from being given priority to move to a new home which is suitable to their needs and will have the option to remain in these homes even if their original home is repaired and available for them to return to. The policy also offers payments to households if their original home is demolished which may assist households with arrears clear these.

The Local Lettings Plan

The Local Lettings Plan will enable households to return to the estate should they wish and so return to their community and previous support networks. These lets will be either to their previous home (if their block is repaired), or based on their housing need at the time of the return. This policy will particularly benefit households whose housing needs have changed and who require new accommodation. This will benefit households whose members include individuals with disabilities by ensuring that their home is appropriate for their needs.

**5. Race and ethnicity**

Positive	Y	Negative	Y	Neutral impact		Unknown Impact	
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The data analysis in Section 3 shows that black households are overrepresented among

households in the blocks. This protected characteristic will therefore be potentially negatively impacted by the decision to rehouse Tangmere residents, but likely to be positively assisted by the Rehousing and Payments Policy.

Temporary rehousing of Tangmere residents

BAME communities are disproportionately represented in tenant and leaseholder population of the estate and there may be specific cultural ties, such as businesses locally that cater for specific cultural needs of residents of a particular race or ethnicity. The draft policy will support residents to remain in the local area where possible and offers a right to remain or return to the Estate should they wish.

The effects of being required to move will, in part, be offset by support being given to each household, including financial help with the costs of moving. The moves will also allow those households to move to an appropriate size home which, if they desire, could be offered to them permanently. Those downsizing will receive payments where their move becomes permanent.

The Draft Broadwater Farm Rehousing and Payments Policy

As the new homes will be based on Housing Need, those who are over-occupying their home will benefit from larger properties. Households will have the option to remain in these larger homes even if their original home is repaired and available for them to return to. The policy also offers payments to households if their original home is demolished which may assist households with arrears to clear them.

BAME households are more likely to have lower incomes. The decision to support existing resident leaseholders to buy new homes by offering them affordable home ownership will help home owners on lower incomes and is therefore more likely to benefit BAME households. The offer of an Equity Loan will enable them to find a new home in the area, should they wish to do so, using the value of their current property and the Home Loss payment.

The Local Lettings Plan

The Local Lettings Plan will enable households to return to the estate should they wish. These lets will be either to their previous home (if their block is repaired), or based on their housing need at the time of the return. As BAME households are overrepresented among affected households, this will have a proportionately positive impact with regard to this protected characteristic.

**6. Sexual orientation**

Positive		Negative		Neutral impact	Y	Unknown Impact	
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As described in the Section 3, the council does not hold data on sexual orientation in these blocks. The impact of these groups is therefore unknown.

Temporary rehousing of Tangmere residents



Moving home is disruptive to all residents but there is no reason to believe that this protected characteristic will be more affected by this move.

The effects of being required to move will, in part, be offset by support being given to each household (including financial help with the costs of moving).

Temporarily rehousing will allow these households to move to accommodation before the October deadline to disconnect the gas used for heating and cooking.

The Draft Broadwater Farm Rehousing and Payments Policy

The draft policy will affect all residents but there is no reason to believe that this protected characteristic will be more affected by this move.

The draft policy also offers payments to households if their original home is demolished which may assist households with arrears clear these.

The draft policy will support residents to remain in the local area where possible and offers a right to remain or return to the estate should they wish.

The Local Lettings Plan

The Local Lettings Plan will enable households to return to the estate should they wish and so return to their community and previous support networks. There is no reason to believe that individuals with this protected characteristic will not benefit from provisions in the Local Lettings Plan.

**7. Religion or belief (or no belief)**

Positive	Y	Negative	Y	Neutral impact		Unknown Impact	
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The data analysis in Section 3 shows that there is limited data on the religion of households these blocks. From the 56% of households where religion is known, Christians are under-represented among households in these blocks and the proportion of Muslims is in line with the general population. Residents with these protected characteristics will therefore be potentially negatively impacted by the decision to rehouse Tangmere residents, but likely to be positively assisted by the Rehousing and Payments Policy.

Temporarily rehousing of Tangmere residents

There may be a greater impact on those who go to a specific place of worship or are part of a religious community.

The effects of being required to move will, in part, be offset by support being given to each household, including financial help with the costs of moving.

The Draft Broadwater Farm Rehousing and Payments Policy

The draft policy will support residents to remain in the local area where possible and offers a right to remain or return to the estate should they wish.

The Local Lettings Plan

The Local Lettings Plan will enable households to return to the estate should they wish and so return to their community and previous support networks. There is no reason to believe that individuals with this protected characteristic will not benefit from provisions in the Local Lettings Plan.

**8. Pregnancy and maternity**

Positive	Y	Negative	Y	Neutral impact		Unknown Impact	
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The data analysis in Section 3 shows that women are under-represented among households in the blocks but still form a significant proportion of residents. The Council does not hold data on pregnancy and maternity among its tenants and leaseholders. However, this data will become available once tenants and leaseholder and interviewed with regard to their households and current circumstances.

Temporary rehousing of Tangmere residents

Moving home is likely to be more disruptive to pregnant women, those with young children, and single mothers. Pregnant women and young parents may rely on family members and friends living locally to provide care and support. These residents may also benefit from local facilities and services for expectant parents, parents, and single parent households.

The effects of being required to move will, in part, be offset by support being given to each household, including financial help with the costs of moving. Where possible, the Council will match the household’s preference regarding the location of the new home, and additional priority will be given to vulnerable households. Households with young children frequently require a larger home than they currently have. As the new homes will be based on Housing Need, the moves will also allow those households to move to an appropriate size home which, if they desire, could be offered to them permanently.

The Draft Broadwater Farm Rehousing and Payments Policy

Pregnant women and young parents may rely on family members and friends living locally to provide care and support. The draft policy will give priority to vulnerable households and offer a right to return to the estate. All residents, including pregnant women and mothers of young babies, will be provided financial and practical support to assist relocation.

The draft policy will give a higher priority to those with young children to move to, and remain in, a more appropriately sized home than they would otherwise be entitled to if they were required to return to their previous home.

As the new homes will be based on Housing Need, those who have recently increased their family size are likely to be over-occupying their current home. These households will benefit from larger properties. Households will have the option to remain in these larger

homes even if their original home is repaired and available for them to return to. The policy also offers payments to households if their original home is demolished which may assist households with arrears to clear them.

The draft policy will support residents to remain in the local area where possible and offers a right to return to the estate should they wish.

The Local Lettings Plan

The Local Lettings Plan will enable households to return to the estate should they wish and so return to their community and previous support networks. These lets will be either to their previous home (if their block is repaired), or based on their housing need at the time of the return. This policy will particularly benefit families, including single parent families, by allowing them to move to a larger property if their housing needs have increased. It will also benefit those who experience an increase in housing need due to starting a family.

**9. Marriage and Civil Partnership** *(Consideration is only needed to ensure there is no discrimination between people in a marriage and people in a civil partnership)*

Positive	Y	Negative	Y	Neutral impact		Unknown Impact	
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People who are in a civil partnership will be treated the same as people who are married in all respects.

**10. Groups that cross two or more equality strands e.g. young black women**

Young black single men are over-represented on the estate in part due to the high number of one-bedroom properties. These households will need different support from families and each household will have a tailored support package. The Council will support these residents by conducting in-depth discussions to understand their housing need and rehousing preferences. Where possible, the Council will seek to meet these preferences through their housing offer and additional priority will be given to those with local connections to allow them to remain in the area if they so wish.

Tenants will also be given practical support to help them through the viewing and moving process including help with removals and other costs of moving home. Tenants will also be offered realistic timescales for their potential return to the estate and offered the Right to Return to their previous home (if repairs are carried out). Should a decision be made to demolish both or either block, then tenants will be offered vacant properties which become available on the estate.

The Right to Return will allow these households to return to the estate should they wish and so retain established support networks. This Right is enabled by the Local Lettings Plan.

**Outline the overall impact of the policy for the Public Sector Equality Duty:**

The greatest impact of these proposals will be on those who are dependent on local support networks and public services such as schooling, including children, parents, single

parents, and older people. This is because any move away from Broadwater Farm caused by rehousing may make it more difficult for these residents to maintain these support networks and continue to access services. However, these impacts are likely in part to be offset by allocation of priority to these households for rehousing in the local area, and replacement housing being offered according to Housing Need which may benefit those who are over-crowded and/or need specialist housing. The policy enables households to remain in their temporary new home if they wish, even if their new home is repaired and available to return to. Where their original block is not repaired, those wishing to return will be given an offer of a new home based on their new housing need at the time of the return, and so will allow those whose housing needs have changed to move to a more appropriate home.

**6. a) What changes if any do you plan to make to your proposal as a result of the Equality Impact Assessment?**

Outcome	Y/N
<b>No major change to the proposal:</b>	Y
<b>Adjust the proposal:</b>	
<b>Stop and remove the proposal:</b>	

**6 b) Summarise the specific actions you plan to take to remove or mitigate any actual or potential negative impact and to further the aims of the Equality Duty**

<b>Impact and which protected characteristics are impacted?</b>	<b>Action</b>	<b>Lead officer</b>	<b>Timescale</b>
<p><b>Loss of local support and increased distance from schools</b></p> <ul style="list-style-type: none"> <li>• Females (with children)</li> <li>• Pregnancy</li> <li>• Disabled residents</li> <li>• Elderly residents</li> </ul>	<p>The Council will be interviewing each household to establish their housing needs and preferences, and provide support with the rehousing and moving processes.</p> <p>In both the Tangmere Rehousing Priority Scheme, and the draft policy for consultation, vulnerable households are given priority for local homes. This will include households that include pregnant woman, children with Special Educational Needs or Learning Difficulties, and those who access specialist local support. The draft rehousing and payments policy also offers tenants the Right To Return to the estate if they wish, but also allows tenants the choice to remain in their new home if they</p>	<p><i>Interim Director of Housing, Regeneration and Planning</i></p>	<p><i>During consultation in summer 2018, and during rehousing after a final decision on the future of the blocks</i></p>

	so wish, and so reducing the need to move again so that existing good relations among local communities can be maintained		
<b>Under-occupying households having to move to a smaller property</b> • Elderly residents	Households who have two spare bedrooms will be allowed to retain one. If the move becomes permanent, they will receive under-occupation payments for downsizing. If the move is temporary, then they will be able to move back to their original home regardless of occupation levels.	<i>Interim Director of Housing, Regeneration and Planning</i>	<i>During rehousing after a final decision on the future of the blocks</i>

**Please outline any areas you have identified where negative impacts will happen as a result of the proposal but it is not possible to mitigate them. Please provide a complete and honest justification on why it is not possible to mitigate them.**

Where there is a need for a household to move to a different part of the borough, Homes for Haringey staff will work with households and provide support if new arrangements to access public services such as healthcare and education need to be made. Financial assistance will also be provided to cover the costs of moving home.

To mitigate the longer-term impact of rehousing, the Rehousing Policy proposes that residents will have the Right to Return to the estate, if they wish to. However, if residents would prefer to stay in the home they have moved to, they will be able to do so.

**6 c) Summarise the measures you intend to put in place to monitor the equalities impact of the proposal as it is implemented:**

Ongoing monitoring of these policies will be undertaken as households are interviewed, moved and, if they desire, return to the estate.

## 7. Authorisation

EqlA approved by Dan Hawthorn (Director)	Date 18 June 2018
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## 8. Publication

*Please ensure the completed EqlA is published in accordance with the Council's policy.*

Please contact the Policy & Strategy Team for any feedback on the EqlA process.

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**Report for:** Cabinet 26 June 2018

**Title:** Purchase of flats 13-24 Tangmere, Willan Road, Broadwater, Farm Estate N17 6LB

**Report authorised by :** Helen Fisher, Director of Housing, Regeneration and Planning

**Lead Officer:** Alan Benson, Head of Housing Strategy and Commissioning

**Ward(s) affected:** West Green

**Report for Key/  
Non Key Decision:** Key Decision

### **1. Describe the issue under consideration**

- 1.2 This report proposes the purchase by the Council of twelve properties located in the Tangmere block, Broadwater Farm Estate from Newlon Housing Trust ("Newlon") for housing purposes.
- 1.3 These purchases are pursuant to the November 2014 decision by the Council's Cabinet to acquire properties to meet housing need. The Council has commissioned Homes for Haringey (HfH) to act as agents on behalf of the Council for the purchasing of properties to assist in this aim.

### **2. Cabinet Member Introduction**

- 2.1 *This report proposes purchasing properties on the Tangmere block on the Broadwater Farm Estate from Newlon Housing Trust. In light of the need to rehouse Tangmere residents for health and safety reasons, and the fact that, from October, Tangmere will not have heating or hot water facilities, it is practical for the Council to have ownership of as many units on Tangmere as possible.*

### **3. Recommendations**

It is recommended that Cabinet agrees:

- 3.1 To purchase the 12 leasehold properties (and shown edged red on the plan attached included as part of the original lease – Appendix 1) listed below from Newlon
- Flat 13, Tangmere, Willan Road, Broadwater, Farm Estate N17 6LB
  - Flat 14, Tangmere, Willan Road, Broadwater, Farm Estate N17 6LB
  - Flat 15, Tangmere, Willan Road, Broadwater, Farm Estate N17 6LB
  - Flat 16, Tangmere, Willan Road, Broadwater, Farm Estate N17 6LB
  - Flat 17, Tangmere, Willan Road, Broadwater, Farm Estate N17 6LB
  - Flat 18, Tangmere, Willan Road, Broadwater, Farm Estate N17 6LB

- Flat 19, Tangmere, Willan Road, Broadwater, Farm Estate N17 6LB
- Flat 20, Tangmere, Willan Road, Broadwater, Farm Estate N17 6LB
- Flat 21, Tangmere, Willan Road, Broadwater, Farm Estate N17 6LB
- Flat 22, Tangmere, Willan Road, Broadwater, Farm Estate N17 6LB
- Flat 23, Tangmere, Willan Road, Broadwater, Farm Estate N17 6LB
- Flat 24, Tangmere, Willan Road, Broadwater, Farm Estate N17 6LB

#### **4. Reasons for decision**

- 4.1 In February 2018, the Council identified that Tangmere was not suitable to have piped gas supplies as it failed a specific test for blocks built using a large panel system. This meant that in the event of a gas leak and gas explosion the block was at risk of progressive collapse. As a result, a number of temporary mitigation measures are currently being implemented until a decision on the long-term future of this block can be made.
- 4.3 Tangmere has failed a further test, which means that the block is at risk of progressive collapse in the event of an explosion linked to a bottled gas (LPG) or oxygen cylinder, or from the impact created by a vehicle strike. In order to meet building regulations, it will now need significant strengthening works.
- 4.4 A report being considered by Cabinet at its meeting on 26 June 2018 recommends that residents in Tangmere be rehoused for the reasons set out above. A final decision about the future option for Tangmere is expected later in 2018. If strengthening works are to be carried out then it is highly likely that Tangmere will have to be decanted on a temporary basis to allow the works to be carried out. If these properties were already in Council ownership, they could be kept void to speed up any decant process, which would be advantageous to the Council.
- 4.5 Should it prove not possible or viable for the Council to carry out the strengthening works on Tangmere, and a decision is made to demolish Tangmere ahead of new homes being built, the Council will need to purchase leasehold properties in the block.
- 4.7 The recommendation to purchase 13-24 Tangmere, Willan Road, Broadwater, Farm Estate N17 6LB is based on valuation advice from GL Hearn that considers the sum negotiated on purchase price to represent good value for money for the Council.
- 4.8 To secure the properties for the agreed price a decision is required from Cabinet.

#### **5. Alternative options considered**

- 5.1 The only alternative option considered was not to proceed with the purchase of the subject properties. This option was rejected. The purchase price agreed has been achieved through an exhaustive process of negotiation with Newlon to achieve best value for the Council.

#### **6. Background information**



- 6.1 On 18 November 2014, the Council's Cabinet approved key recommendations regarding the acquisition of properties to meet housing need this included: -

*Delegates authority to the Director of Regeneration, Planning and Development after consultation with the Lead member for Regeneration and Housing, to agree the details of a council acquisition programme subject to confirmation from the Council's Chief Finance Officer that the scheme represents value for money*

*Notes that, where any proposed grant funding exceeds the Director's approved delegated limit of £500,000, a separate report will be submitted to Cabinet for approval in accordance with the Council's Financial Regulations*

- 6.2 The Council has commissioned HfH to act as agents on behalf of the Council for the purchasing of properties to meet housing needs. HfH is required to negotiate on purchase price with the seller and assist Legal Services in the subsequent acquisition of properties using RTB receipts where appropriate. GL Hearn provided HfH with a report on valuation for the properties which is attached to the exempt part of this report.
- 6.3 Newlon is the registered leaseholder of the 12 flats known as 13-24 Tangmere, Willan Road, Broadwater Farm Estate N17 6LB. The properties were originally converted by Newlon as result of a development agreement and agreement for lease for the deck level of Tangmere on 10 December 1999. Newlon were granted an 80-year lease by the Council.
- 6.4 Tangmere House was constructed in the 1960's and is a 7-storey residential building situated on the Broadwater Farm Estate. The property is located 0.7 miles from Bruce Grove overground station and 1 mile from Seven Sister tube station.
- 6.5 A summary of the 12 properties to be acquired is shown below

<b>Property Address</b>	<b>Internal Layout</b>	<b>Condition</b>	<b>Internal Size (sq m)</b>
Flat 13,Tangmere	two bedroom property with living room, kitchen, utility, storage room, bathroom and terrace	relatively poor condition	91
Flat 14,Tangmere	two bedroom property with living room, kitchen, utility, storage room, bathroom and terrace	reasonable condition throughout	102
Flat 15,Tangmere	two bedroom property with living room, kitchen, bathroom and terrace.	good condition throughout	79
Flat 16,Tangmere	two bedroom property with living room, kitchen, utility room, storage room, bathroom and terrace	good condition throughout	111
Flat 17,Tangmere	two bedroom tenanted property with living room, kitchen, utility, bathroom and terrace	dated specification throughout	86
Flat 18,Tangmere	two bedroom, with open plan living room and kitchen, bathroom, two storage rooms and terrace	good condition throughout	118
Flat 19,Tangmere	two bedroom apartment with an open planned living room and kitchen, bathroom, two storage rooms and a terrace	good condition throughout	119
Flat 20,Tangmere	two bedroom apartment with a living room, kitchen, storage room, bathroom, utility and terrace	requires extensive refurbishment	108
Flat 21,Tangmere	two bedroom apartment with a living room, kitchen, storage room, bathroom and terrace	reasonable condition throughout	80
<b>Address</b>	<b>Internal Layout</b>	<b>Condition</b>	<b>Internal Size</b>

			<b>(sq m)</b>
Flat 22,Tangmere	two bedroom apartment consisting of living room, kitchen, bathroom and terrace	very poor condition throughout	72
Flat 23,Tangmere	two bedroom apartment consisting of living room, kitchen, storage room, utility room, bathroom and terrace	poor condition throughout	103
Flat 24,Tangmere	two bedroom apartment consisting of living room, kitchen, utility room, bathroom, storage room and terrace	slightly dated condition	92

Terms of Purchase

- 6.6 The sales memorandum providing the Heads of Terms of the purchase for the subject property is set out in an exempt Appendix.
- 6.10 The properties will be purchased with vacant possession in different tranches. Seven properties are currently vacant and will be purchased in an initial tranche. As other properties become vacant, they will be purchased on an individual or group basis. The aim is for all the properties to be purchased by the end of the current financial year at the very latest.

Financial Implications

- 6.11 The purchase of each property will attract Stamp Duty Land Tax (SDLT), valuation fees, and legal fees. The purchase negotiations were handled directly by HfH so there are no additional fees due.
- 6.12 The Council's legal costs will be recovered in line with the Service Level Agreement (SLA) for regeneration.
- 6.13 The Council will not be able to use any Right to Buy receipts towards the purchase of the properties they are all currently being used for social housing by Newlon.
- 6.14 The Council is recommended to make budget provision for the acquisition, professional fees and subsequent repairs for this portfolio.

**7. Contribution to strategic outcomes**

- 7.1 This proposal supports the established objectives of the in the Corporate Plan, which is currently being revised. The Corporate Plan currently has as an objective 'Creating homes where people choose to live and are able to thrive' and notes that "We will provide realistic and achievable options for people to find housing or alternative housing."

**8. Statutory Officers comments (Chief Finance Officer (including procurement), Assistant Director of Corporate Governance, Equalities)**

**Finance**

- 8.1 Finance comments for this report are exempt.

**Procurement**

- 8.2 Procurement comments not applicable for property and land transactions as they sit outside of the Procurement Contract Regulations.

**Legal**

- 8.3 The Council has the power under section 120 of the Local Government Act 1972 to acquire land for any purpose for which it is authorised under any enactment to acquire land or for any of its functions.

## Equality

- 8.4 The Council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:
- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act
  - Advance equality of opportunity between people who share those protected characteristics and people who do not
  - Foster good relations between people who share those characteristics and people who do not.
- 8.4 The three parts of the duty applies to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.
- 8.5 The decision is to purchase 12 leasehold flats located in the Tangmere block, Broadwater Farm Estate, from Newlon Housing Trust. The decision is being taken for reasons of health and safety relating to the integrity and habitability of the building.
- 8.6 Although it is not possible to make statements regarding the characteristics of the residents of the 12 flats, we know that individuals with protected characteristics are overrepresented among tenants of Tangmere block. It is therefore reasonable to infer that it is likely that the residents of the flats have protected characteristics. The Council's Public Sector Equality Duty therefore applies to these individuals. The Council will discharge the duty through measures detailed in an Equality Impact Assessment that accompanies the report to June Cabinet regarding Blocks on the Broadwater Farm Estate. These measures, and this decision, seek to ensure the safety of residents and maintain their access to local services and social networks.

## 9. Use of Appendices

Appendix 1 – Lease - 13-24 Tangmere

## 10. Local Government (Access to Information) Act 1985

Cabinet Report 18<sup>th</sup> November 2014:

<https://www.minutes.haringey.gov.uk/documents/s56094/Preferred%20Partner%20and%20Use%20of%20RTB%20-%20whole%20report.pdf>

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DATED 10 December 1999

THE MAYOR & BURGESSES OF THE  
LONDON BOROUGH OF HARINGEY

- and -

NEWLON HOUSING TRUST

We hereby certify this to be a  
true copy of the original  
Dated this 4<sup>th</sup> day of June 2000  
*[Signature]*  
TROWERS & HAMLINS

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LEASE

Premises at deck level (between ground  
and first floors) Tangmere House  
Broadwater Farm Estate  
London N17

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TROWERS & HAMLINS

Sceptre Court  
40 Tower Hill  
London EC3N 4DX

LWHO3 103643.1



**H M LAND REGISTRY**  
**Land Registration Acts 1925 to 1997**

**ADMINISTRATIVE AREA** : London Borough of Haringey  
**TITLE NUMBER** :  
**PROPERTY** : Deck Level (between Ground and First Floors) Tangmere House Broadwater Farm Estate London N17

**THIS LEASE** is made by way of deed on *the 10<sup>th</sup> December 1999*

**BETWEEN:**

- (1) **THE MAYOR & BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre High Road Wood Green London N22 4LE (the "Lessor") and
- (2) **NEWLON HOUSING TRUST** of Newlon House 204 Hoxton Street London N1 2LH (the "Lessee")

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Lease the following words and expressions shall have the following meanings:

**"Building"**

the building known as Tangmere House Broadwater Farm Estate aforesaid and shown edged green on Plan A

**"Commencement Date"**

the date of this Lease

**“Common Areas”**

all areas on the Estate (other than in the Building) used in common with other occupiers of the Estate including (but without prejudice to the generality of the foregoing) all roads pavements accessways paths car parking spaces landscaped areas bin stores and play areas

**“Common Parts”**

all parts of the Building used in common with other occupiers of the Building including (without prejudice to the generality of the foregoing) entrance landings staircases lifts and rubbish shutes

**“Conduits”**

all the drains channels sewers pipes wires cables watercourses gutters and other conducting media now or within the Perpetuity Period constructed within the Estate

**“Development Agreement and Agreement for Lease”**

a Development Agreement and Agreement for Lease dated *9 December* 1999 made between the Lessor (1) and the Lessee (2)

**“Estate”**

the land known as the Broadwater Farm Estate as is shown edged blue on Plan A

**“Perpetuity Period”**

the period of eighty (80) years from the date hereof

**“Plan A”**

the plan annexed hereto and marked “A”

**“Plan B”**

the plan annexed hereto and marked “B”

**"Premium"**

ONE POUND (£1)

**"Premises"**

all those premises on deck level (between ground and first floors) Tangmere House Broadwater Farm Estate aforesaid shown edged red on Plan B including:-

- (a) the internal plastered coverings and plaster work of the walls bounding the Premises; and
- (b) the internal surface of the doors and door frames and windows fitted in the walls bounding the Premises; and
- (c) the glass in the windows of the Premises;
- (d) the internal non-structural walls and partitions lying within the Premises and the doors and door frames fitted within such walls and partitions;
- (e) the plaster coverings and plaster work of the ceilings and the surfaces of the floors;
- (f) the entrance doors of the flats within the Premises (including both external and internal surfaces);
- (g) all Conduits which are laid in any part of the Building and which serve exclusively the Premises;
- (h) all fixtures and fittings in or about the Premises.

But excluding:-

- (a) all structural parts of the Building including the roof foundations concrete floors and external parts thereof;
- (b) all walls bounding the Premises;

- (c) all Conduits within the Building which do not exclusively service the Premises;
- (d) external parts of the Premises (other than the glass in the windows and the doors to the individual Flats)

**“Services”**

water soil gas fuel oil electricity telephonic signals surface water foul water and any other services

**“Term”**

the term hereby granted

1.2 In this Lease:

- 1.2.1 references to a clause schedule or annex are references where the context so admits to a clause of a schedule to or an annex to this Lease
- 1.2.2 words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 1.2.3 words of a masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed inter changeably in that manner
- 1.2.4 references to the “Lessor” and the “Lessee” include (where the context admits) references to the Lessor’s successors in title and the Lessee’s successors in title respectively
- 1.2.5 words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to permit infringement of the restriction
- 1.2.6 references to the “Estate” and the “Premises” include (where the context admits) each and every part thereof

2. **DEMISE**

In consideration of the Premium (receipt of which is acknowledged) and the rents and Lessee's covenants reserved and contained herein the Lessor demises the Property with full title guarantee to the Lessee

2.1 TOGETHER WITH the rights set out in the First Schedule

2.2 EXCEPTING AND RESERVING the rights set out in the Second Schedule

2.3 TO HOLD the Premises to the Lessee for the term of ONE HUNDRED AND TWENTY FIVE YEARS from the Commencement Date YIELDING AND PAYING therefor the annual rent of a peppercorn on each anniversary of the Commencement Date (if demanded)

3. **THE Lessee HEREBY COVENANTS** with the Lessor

3.1 **To pay rents**

To pay all monies due hereunder at the times and in the manner specified without deduction **PROVIDED ALWAYS** if and whenever any monies due hereunder to the Lessor shall at any time be unpaid for a space of twenty eight days after becoming payable the same shall until paid bear interest calculated on a day to day basis at an annual rate of 2% above the Base Rate of Co-operative Bank Plc for the time being in force

3.2 **To pay rates etc**

To pay and discharge all existing and future rates taxes assessments and outgoings whatsoever now or at any time during the term payable in respect of the Premises or any part thereof or by the owner or occupier thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of any property of which the Premises form part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Premises and to indemnify and keep the Lessor fully and effectively indemnified in respect thereof

**3.3 To pay service charge**

To pay the Service Charge (as additional rent) in accordance with the Fourth Schedule

**3.4 To keep in repair**

To keep the Premises and all conduits which are in the Premises and are enjoyed or used only by the Premises and not for other premises in the Building and the fixtures and appurtenances of and belonging to the Premises clean and in good and substantial repair and condition (damage by fire or other risks insured under Clause 4.2 excepted unless such insurance shall be vitiated by any act or default of the Lessee)

**3.5 Use**

Not to use the Premises otherwise than as self contained residential flats and access thereto

**3.6 To redecorate**

Once in every fifth year of the Term and in the last three months of the Term however determined in a proper and workmanlike manner (and in the last quarter of the term in colours approved by the Lessor) to paint paper treat and generally decorate in a style appropriate to property of a like character all the inside of the Premises previously or usually so painted papered treated and decorated

**3.7 To repair damage to Common Areas/Common Parts**

To reimburse the Lessor in respect of the cost to the Lessor of repairing and making good any damage to the Common Areas and Common Parts caused by the Lessee or the Lessee's servants or licensees or by any other person under the control of the Lessee PROVIDED ALWAYS that if any such damage shall be caused by a tenant of the Lessee who is a nominee of the London Borough of Haringey the Lessee shall not be obliged to repair or make good any such damage unless the Lessee shall first have recovered the cost of so doing from such tenant which the Lessee covenants to use its reasonable endeavours so to do

3.8 **Alterations**

Save in respect of the works permitted by the Lessor under the Development Agreement and Agreement for Lease

3.8.1 not to make any alterations or additions to the exterior of the Premises or any structural alterations or structural additions to the interior of the Premises nor to erect any new buildings thereon nor in any way to interfere with the outside of the Building nor to remove any of the Lessor's fixtures from the Premises

3.8.2 not to make any alteration or addition of a non structural nature to the interior of the Premises without the previous written consent of the Lessor such consent not to be unreasonably withheld

3.9 **To carry out works pursuant to notices**

To execute and do at the expense of the Lessee all such works and things whatever as may at any time during the term be directed or required by any national or local or other public authority to be executed or done upon or in respect of the Premises or any part thereof **PROVIDED ALWAYS** that the Lessee shall not be liable by virtue of this sub-clause to execute or do any works which fall within the scope of Clause 4.3

3.10 **To inform Lessor of notices**

Promptly to serve on the Lessor a copy of any notice order or proposal relating to the Premises and served on the Lessee by any national local or other public authority

3.11 **Forfeiture**

To pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of a Notice under Section 146 or Section 147 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief by the Court or otherwise incurred by the Lessor in respect of any breach of covenant by the Lessee hereunder

3.12 **To obtain licences etc**

To obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Lessee on the Premises or any part thereof or in respect of any user thereof during the Term

3.13 **To allow access**

To permit the Lessor and its surveyor or agent at all reasonable times in the day time upon at least two days previous written notice to enter the Premises to view the condition thereof And to make good all defects and wants of repair of which notice in writing is given by the Lessor to the Lessee and for which the Lessee is liable under this Lease within three months after the giving of such notice

3.14 **Re-Entry**

If the Lessee shall at any time make default in the performance of any of the covenants herein contained relating to repair it shall be lawful for the Lessor (but without prejudice to the right of re-entry under Clause 5.1) to enter upon the Premises and repair the same in accordance with those covenants and the expense of such repairs including surveyors' fees shall be repaid by the Lessee to the Lessor on demand and if not paid shall be recoverable by the Lessor as arrears of rent

3.15 **To permit entry by Lessor**

At all reasonable times during the day time upon at least two days' previous written notice to permit the Lessor with workmen and others to enter the Premises for the purpose of repairing any adjoining or neighbouring premises and for the purpose of repairing maintaining and replacing Conduits party structures or other conveniences belonging to or serving the same the party so entering making good any damage thereby caused to the Premises to the satisfaction of the Lessee

3.16 **To yield up**

At the expiration or sooner determination of the Term peaceably to yield up the Premises to the Lessor in a condition consistent with due performance by the Lessee of the covenants contained in this Lease **PROVIDED THAT** damage by fire or other risks



insured under Clause 5.2 is excepted from the Lessee's liability under this sub-clause unless the insurance money or part thereof is irrecoverable by reason of any act or default of the Lessee

3.17 **Assignment**

3.17.1 Not to assign or charge part only of the Premises;

3.17.2 Subject to the provisos to this sub-clause not to underlet the whole or any part or parts of the Premises without the consent in writing of the Lessor which consent shall not be unreasonably withheld or delayed **PROVIDED THAT** the Lessee shall upon any such underletting obtain a direct covenant from the Underlessee with the Lessor to observe and perform the covenants and conditions contained in this Lease **PROVIDED ALWAYS:**

- (i) no Lessor's consent shall be required in respect of any underletting of whole or part of the Premises to a Registered Social Landlord;
- (ii) no such Lessor's consent nor any direct deed of covenant shall be required in respect of an underletting of an individual flat forming part of the Premises to an occupier thereof.

3.17.3 Subject as hereinafter provided not to assign the whole of the Premises without the written consent of the Lessor which consent shall not be unreasonably withheld or delayed provided that no such consent shall be required in relation to an assignment of the whole of the Premised to another Registered Social Landlord

3.18 **Notice of devolution**

Within one month of any assignment mortgage charge or devolution of the Lessee's interest in the Premises or part thereof (otherwise than by a letting for a term of less than 7 years or any disposal or devolution of such letting) to give notice of it together with a certified copy of the instrument effecting the assignment mortgage charge or devolution to the Lessor and to pay a reasonable fee of not less than £50 to the Lessor for the registration of such notice

**3.19 Costs occasioned by act of Lessee**

To repay to the Lessor all costs charges and expenses incurred by it in repairing renewing and reinstating any part of the Building not hereby demised or any part of the Common Parts and common areas so far as such repair renewal or reinstatement shall have been necessitated or contributed to by any act neglect or default of the Lessee

**3.20 Not to avoid insurance**

Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on the Building

**3.21 To prevent encroachments etc.**

To do such acts and things as may reasonably be required by the Lessor to prevent any easement or right belonging to or used with the Premises from being obstructed or lost And not knowingly to allow any encroachment to be made on or easement acquired over the Premises and in particular not to allow the right of access of light from or over the Premises to any neighbouring property to be acquired

**3.22 Observe restrictions and regulations**

To observe the covenants and restrictions set out in the Fifth Schedule

**3.23 Further rules and regulations**

To observe all further or other reasonable rules and regulations which the Lessor (acting reasonably) may deem necessary or expedient for the safety care or cleanliness of the Building or the Estate provided always that no such further or other rules or regulations may be made hereunder which shall subject the Lessee to any unusual or unreasonable burden

**3.24 Not to cause nuisance**

Not to do or permit to be done upon or connection with the Premises or the building anything which shall tend to be a nuisance annoyance or cause damage to the Lessee or its tenants or any of them or to any neighbouring adjoining or adjacent property or the owner or occupier thereof

3.25 **To Comply with Planning Legislation**

At all times during the Term to comply in all respects with the provisions and requirements of the Town and Country Planning Acts 1971-1990 or any statutory modification or re-enactment thereof for the time being enforced and any regulations or orders made thereunder whether as to the permitted use hereunder or otherwise and to indemnify and to keep the Lessee indemnified against all liability whatsoever including costs and expenses in relation to such matters and forthwith to produce to the Lessee on receipt of notice thereof any notice order or proposal therefore made given or issued to the Lessee by a planning authority under or by virtue of the said Acts affecting or relating to the Premises and at the request and cost of the Lessee to make or join with the Lessee in making every such objection or representation against the same as the Lessee shall reasonably deem expedient

3.26 **To Comply with Statutes**

At all times during the Term to comply with all Statutes relating to the Premises or the use of it and to execute at the Lessee's expense any work required to be carried out to the Premises to comply with such Statutes and to keep the Lessee indemnified against all claims demands and liability in respect thereof

4. **THE Lessor COVENANTS with the Lessee as follows-**

4.1 **Quiet enjoyment**

That the Lessee paying the rents hereby reserved and performing and observing the covenants herein contained may peaceably enjoy the Premises during the term without any lawful interruption by the Lessor or any person rightfully claiming under or in trust for it

4.2 **Insurance**

At all times during the term (unless such insurance shall be vitiated by any act or default of the Lessee) to keep the Building insured against loss or damage by fire tempest flood and such other risks as the Lessor may from time to time reasonably determine or the lessee may reasonably require in some insurance office of repute to its full reinstatement value as notified by the Lessee to the Lessor in writing from time to time (including all professional fees in connection with any reinstatement) and whenever required will

produce to the Lessee the insurance policy and the receipt for the last premium for the same and will in the event of the Building being damaged or destroyed by fire or other risks covered by such insurance as soon as reasonably practicable make a claim against the insurers and lay out the insurance moneys in the repair rebuilding or reinstatement of the same making good and (subject to the Lessor complying with its covenant to insure in such sum as shall be notified by the Lessee from time to time and subject to the insurance monies recoverable not being reduced nor the insurance cover being avoided because of any act or default of the Lessor or its tenants servants agents or invitees) any deficiency in such insurance moneys shall be made up out of the Lessee's own resources

#### 4.3 Repair

4.3.1 To maintain repair redecorate clean and repoint:

- (i) the roof foundations and main structure of the Building and all external parts thereof including all external and load-bearing walls and all parts of the Building which are not the responsibility of the Lessee under this Lease or of any other leaseholder under a similar lease of other premises in the Building Provided always the Landlord shall redecorate as necessary the outside doors of the Premises
- (ii) The Conduits in under and upon the Building (except such as serve the Premises exclusively)

4.3.2 To keep the Common Parts adequately lighted cleaned and tidy

4.3.3 To repair and maintain the passenger lifts lift shafts and machinery in the Building enjoyed or used by the Lessee in common with others

4.3.4 To keep the Common Areas lighted and cultivated repaired maintained clean and tidy

#### 4.4 Other Leases

That (subject to any statutory provision to the contrary) every lease or tenancy of premises in the Building hereafter granted by the Lessor shall contain covenants to be observed by the tenant thereof similar to those set out in the Fifth Schedule hereto and (save in the case of any premises which may be let at a rent on a periodic basis) shall be in all materials respects in the same form as this Lease

4.5 **Enforcement of covenants**

If so required by the Lessee to enforce the tenant's covenants similar to those contained in this Lease which are or may be entered into by the tenants of other premises in the Building **PROVIDED THAT** the Lessee indemnifies the Lessor against all costs and expenses of such enforcement

4.6 **Not to cause nuisance**

Not to do or permit to be done upon or in connection with the Building (other than the Premises) anything which shall be or tend to be a nuisance or annoyance or cause of damage to the Lessee or its tenants or any of them

5. **PROVISOS**

**PROVIDED ALWAYS** and it is hereby agreed as follows:-

5.1 **Re-entry**

If any covenant on the part of the Lessee shall not be performed or observed then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the Premises or any part of them in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the Lessee's covenants or the conditions contained in this Lease

5.2 **Altering Common Areas/Common Parts**

The Lessor shall have power at its discretion to alter the arrangement of the Common Areas and Common Parts **PROVIDED THAT** after such alteration the access to and amenities of the Premises are not materially less convenient than before

5.3 **Rent Suspension**

In the event of the Premises being destroyed or so damaged by any insured risk as to be rendered partially or wholly unfit for occupation and use and provided that the insurance effected by the Lessor shall not have been vitiated or payment of the insurance money refused in whole or in part in consequence of some act or default on the part of the Lessee

then the Rent and Service Charge hereby reserved or a proportionate part thereof according to the nature and extent of the damage or destruction shall forthwith cease to be payable until the Premises or the part thereof so damaged or destroyed shall have been restored and reinstated and again rendered fit for occupation and use.

**5.4 Frustration**

In the event of the repair rebuilding or reinstatement of the Premises being frustrated by any reason beyond the control of the Lessor and/or the Lessee any insurance moneys received by the Lessor shall be divided between the Lessor and the Lessee in proportion to the values of their respective interests in the Premises and in default of agreement such values shall be determined by an independent surveyor acting as an expert who in default of agreement shall be appointed on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors and the Lessee shall then at the request of the Lessor surrender this Lease

**5.5 Interruption of Services**

The Lessor shall not be liable to the Lessee for any failure in or interruption of the services to be provided pursuant to Clause 4 not attributable to its neglect or default and may add to diminish modify or alter any such service if by reason of any change of circumstances during the Term such addition diminution or alteration is in the opinion of the Lessor (acting reasonably) necessary or desirable in the interest of good estate management or for the benefit of the occupiers of the Building

**6. CHARITY CLAUSE**

The land will as a result of this lease be held by Newlon Housing Trust an exempt charity

**7. ARBITRATION**

Any disputes or differences arising as between the Lessor and the Lessee as to their respective rights, duties or obligations or as to any other matter or thing in any way arising out of or connected with the subject matter of this Lease shall be determined by a single surveyor acting as an arbitrator agreed between the parties or in default of agreement appointed by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the provisions of the Arbitration Act 1996 or any

statutory modification thereof for the time being in force, whose decision shall be final and binding and whose costs shall be in the award of such surveyor

8. **EXCLUSION OF COMPENSATION FOR IMPROVEMENTS**

No compensation shall be payable by the Lessor to the Lessee at any time during the term of the Lease or on the expiry or earlier determination thereof in respect of any improvements made or alterations carried out by the Lessee to the Premises whether or not such improvements or alterations are made or carried out by the Lessee at the Lessor's request.

**IN WITNESS** whereof the Lessor and Lessee have caused their respective Common Seals to be hereunto affixed the day and year first before written

**FIRST SCHEDULE**

**Rights Included in the Lease**

1. The right for the Lessee and all persons authorised by the Lessee (in common with all other persons entitled to the like right) at all times to use the Common Areas and the Common Parts for all purposes incidental to the occupation and enjoyment of the Premises.
2. The right in common with others (subject to any charges which may be made in respect of any Estate parking scheme) to park in the car parking spaces forming part of the Common Areas.
3. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and from the site and roof thereof and from the adjoining land included in the Estate.
4. Full right and liberty for free passage and running of water soil gas signals and electricity from and to the Premises through the Conduits which now are or may at any time hereafter during the term be in under or passing through the Building and the Estate or any part thereof.
5. The right for the Lessee with workmen and others at all reasonable times during the day time upon at least seven day's prior written notice to the Lessor (except in the case of emergency when no notice shall be required) to enter upon other parts of the Building and the Estate
  - 5.1 for the purpose of repairing inspecting cleansing maintaining or renewing any Conduits exclusively serving the Premises
  - 5.2 for the purpose of repairing inspecting maintaining cleansing renewing the Premises causing as little disturbance as possible and making good any damage caused to the reasonable satisfaction of the Lessor.
6. The right upon at least seven days' prior written notice to the Lessor to erect scaffolding upon other parts of the building and the Estate (but not upon any residential flats) and to



retain the same for the purposes set out in paragraph 5 hereof PROVIDED THAT the Lessee shall cause as little disturbance as possible and shall make good any damage caused to the reasonable satisfaction of the Lessor

**SECOND SCHEDULE**

**Exceptions and Reservations**

There are excepted and reserved out of this demise to the Lessor and the lessees tenants or occupiers of the other premises comprised in the Building:-

1. Easements rights and privileges over along and through the Premises equivalent to those set out in paragraphs 3, 4 and 5 of the First Schedule
2. The right for the Landlord and its surveyors or agents with or without workmen and others at all reasonable times during the day time upon at least two days' prior written notice (except in case of emergency when no notice shall be required) to enter the Premises for the purpose of carrying out its obligations under this Lease
3. The right upon at least seven days' prior written notice for the Lessor to erect scaffolding upon the open patio areas of the Premises and to retain the same for the purposes equivalent to those set out in paragraph 5 of the First Schedule PROVIDED THAT the Lessor shall cause as little disturbance as possible and shall make good any damage caused to the reasonable satisfaction of the Lessee

**THIRD SCHEDULE**

The Lessor's expenses and outgoings in relation to the Building in respect of which the Lessee is to pay a proportionate part by way of Service Charge:

1. All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Lessor in complying with its covenants under clause 4.2 and 4.3 of this Lease.
2. The cost of and the electric current for operating the passenger lifts and electricity for lighting the Common Parts.
3. All charges assessments and other outgoings (if any) payable by the Lessor in respect of all parts of the Building (other than income tax and any tax occasioned by the disposition of the Lessor's interest in the Building).
4. The cost of installing maintaining repairing and renewing the television and radio receiving aerials electric entry systems or similar apparatus (if any) installed or to be installed in the Building and used or capable of being used by the Lessee in common with other occupiers of the Building.
5. The cost of providing a concierge service in the Building.
6. The cost of employing a caretaker for the Building (including the provision of uniforms and boilersuits)
7. The cost of taking all steps deemed desirable or expedient by the Lessor (acting reasonably) complying with making representations against or otherwise contesting the incidence of the provision of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating to the Building for which the Lessee is not directly liable hereunder.

FOURTH SCHEDULE

Terms and Provisions relating to Service Charge

1. In this Schedule the following expressions have the following meanings:-

**"Account Year"**

means the period from 1 April in each year to 31 March in the next year or such other annual period as the Lessor may in its discretion from time to time determine as being that in which the accounts of the Lessor either generally or relating to the Building shall be made up

**"Specified Proportion"**

*can* means 10.028% *(or such other percentage as may be agreed in writing between the lessor and the lessee at any time during the Term)*  
**"the Service Provision"**

means the sum computed in accordance with paragraphs 7 and 8 of this Schedule

**"the Service Charge"**

means the Specified Proportion of the Service Provision

2. Subject to the provisions of paragraphs 3, 4 and 5 hereof the Lessee **COVENANTS** with the Lessor to pay during the Term by equal payments quarterly in advance on the 25 March 24 June ~~30~~<sup>29</sup> September and 25 December in each year:

2.1 the Service Charge

2.2 a fee in respect of rent and Service Charge collection calculated as 2.4% of the Service Charge It is hereby agreed and declared that:

3. In relation to the items set out in the Third Schedule hereto (save for item 5 being the cost of providing a concierge service ("**the Non-Concierge Items**")) it is hereby agreed and declared that:

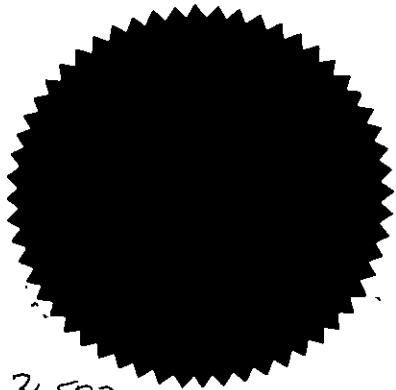
- 3.1 the annual Service Charge payable in respect of the Non-Concierge Items for the Account Year in which practical completion of the Works (as defined in the Development Agreement and Agreement for Lease) takes place shall not exceed the figure of £8,572 increased by the percentage increase (if any) in the service charge charged by the Lessor to its other long leaseholders on the Estate in respect of the Non-Concierge Items between the Account Year ending 31 March 2001 and the Account Year in which such practical completion takes place
- 3.2 the annual Service Charge payable in respect of the Non-Concierge Items in each subsequent Account Year shall not exceed the Service Charge payable in respect of the Non-Concierge Items in the immediately preceding Account Year by more than the percentage increase (if any) in the service charge charged by the Lessor to its other long leaseholders on the Estate in respect of the Non-Concierge Items between the immediately preceding Account Year and the Account Year in question
4. In relation to item 5 set out in the Third Schedule hereto being the cost of providing a concierge service ("the Concierge Item") it is hereby agreed and declared that:
  - 4.1 The annual Service Charge in respect of the Concierge Item payable for the Account Year in which practical completion of the Works (as defined in the Development Agreement and Agreement for Lease) takes place shall not exceed the figure of £2,465 increased by the percentage increase (if any) in the service charge charged by the Lessor to its secure tenants on the Estate in respect of the Concierge Item between the Account Year ending 31 March 2001 and the Account Year in which such practical completion takes place
  - 4.2 The annual Service Charge in respect of the Concierge Item payable in each subsequent Account Year shall not exceed the Service Charge payable in respect of the Concierge Item in the immediately preceding Account Year by more than the percentage increase (if any) in the service charge charged by the Lessor to its secure tenants on the Estate in respect of the Concierge Item between the immediately preceding Account Year and the Account Year in question
5. Any increase in Service Charge payable by the Lessee must be reasonable
6. The Service Provision in respect of any Account Year shall be computed before the beginning of the Account Year in accordance with paragraph 7 hereof

7. The Service Provision shall be a sum representing the expenditure estimated by the Landlord as likely to be incurred in the Account Year by the Landlord upon the matters specified in paragraph 8 of this Schedule
8. The relevant expenditure to be included in the Service Provision shall comprise all expenditure of the Landlord in connection with the provision of the services and the other matters contained or referred to in the Third Schedule
9. As soon as practicable after the end of each Account Year the Lessor shall determine and certify the amount by which the estimate referred to in paragraph 7 hereof shall have exceeded or fallen short of the actual expenditure in the Account Year and shall supply the Lessee with a copy of the certificate and the Lessee shall be allowed or as the case may be shall pay forthwith upon receipt of the certificate the Specified Proportion of the excess or the deficiency
10. If the Service Provision determined by the Lessor shall not be agreed by the Lessee then the matter shall be referred to an arbitrator in accordance with clause 7 of this Lease

**FIFTH SCHEDULE**

**Restrictions and Regulations**

1. Not to store in the Premises quantities of inflammable materials or gases other than may be reasonably required for domestic use and in particular not to place or keep in the Premises of any quantity of inflammable materials or gases stored under pressure.
2. To notify the Lessor of any defect in the Premises as soon as reasonably practicable after coming to the attention of the Lessee.
3. Not to leave or cause to be placed or left any refuse or rubbish in any of the Common Parts or Common Areas and the Lessee shall be responsible for cleaning the communal landings and passageways adjacent to the Premises.
4. Not to park any caravan container trailer or commercial vehicle on any of the car parking spaces nor to obstruct any of the roadways on the Estate by parking or otherwise.
5. To ensure that any domestic pet is kept under control.
6. Not to use any of the flats comprised within the Premises nor permit the same to be used for any purpose other than as private residences in occupation by a single family nor for any purpose from which a nuisance can arise to the owners lessees or occupiers of other flats in the Building or on the Estate.
7. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance relating to the Building or may cause an increased premium to be payable in respect thereof.
8. Not to do or permit to be done anything which may cause obstruction in any of the pipes or drains of the Building.



34502

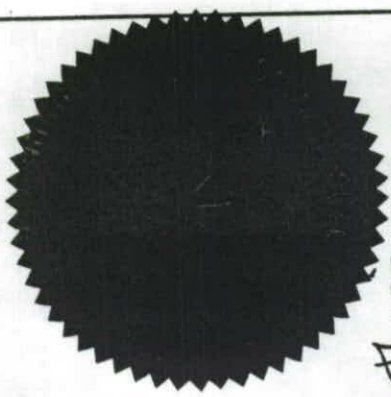
( THE COMMON SEAL of THE  
( MAYOR AND BURGESSES OF  
( THE LONDON BOROUGH OF  
( HARINGEY was hereunto affixed  
( in the presence of:

*Katherine Stice*  
Deputy Borough Solicitor  
3

( THE COMMON SEAL of  
( NEWLON HOUSING TRUST  
( was hereunto affixed in the  
( presence of:



A



*Katherine Stuce*

DEPUTY  
BOROUGH SOLICITOR



**Haringey**

Borough Valuer &  
Estate Surveyor

Title  
ESTATE PLAN  
BROADWATER FARM HOUSING  
ESTATE  
TOTTENHAM N17

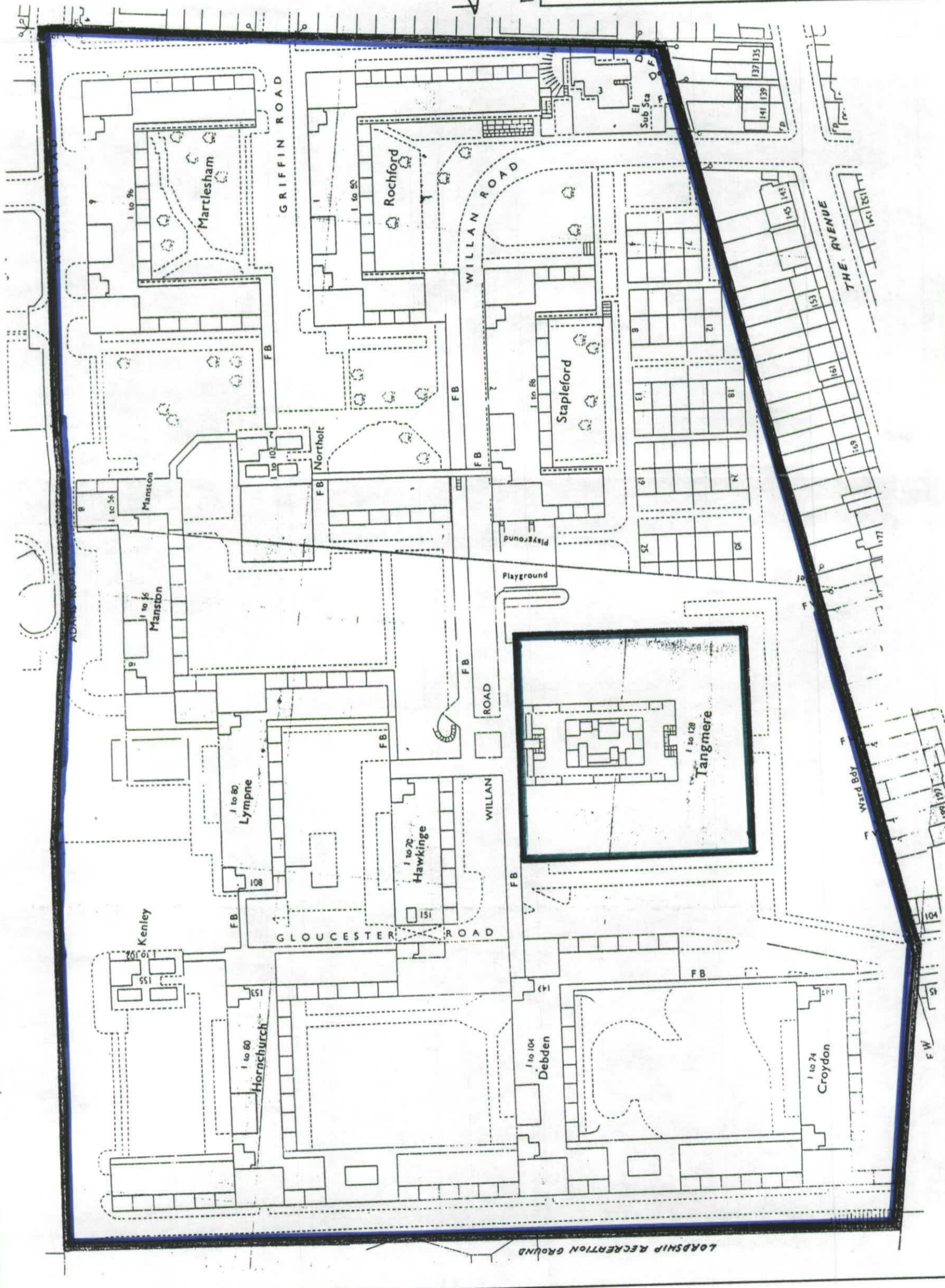
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Date 09.07.92

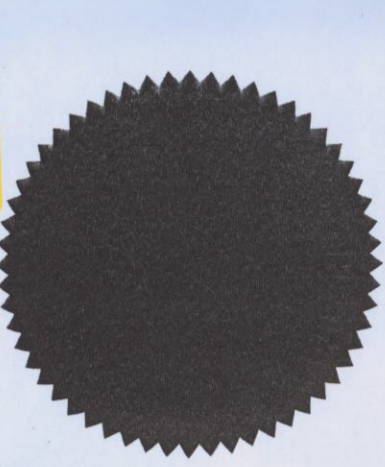
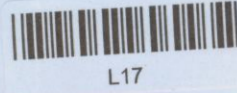
Drawn KRL

Checked

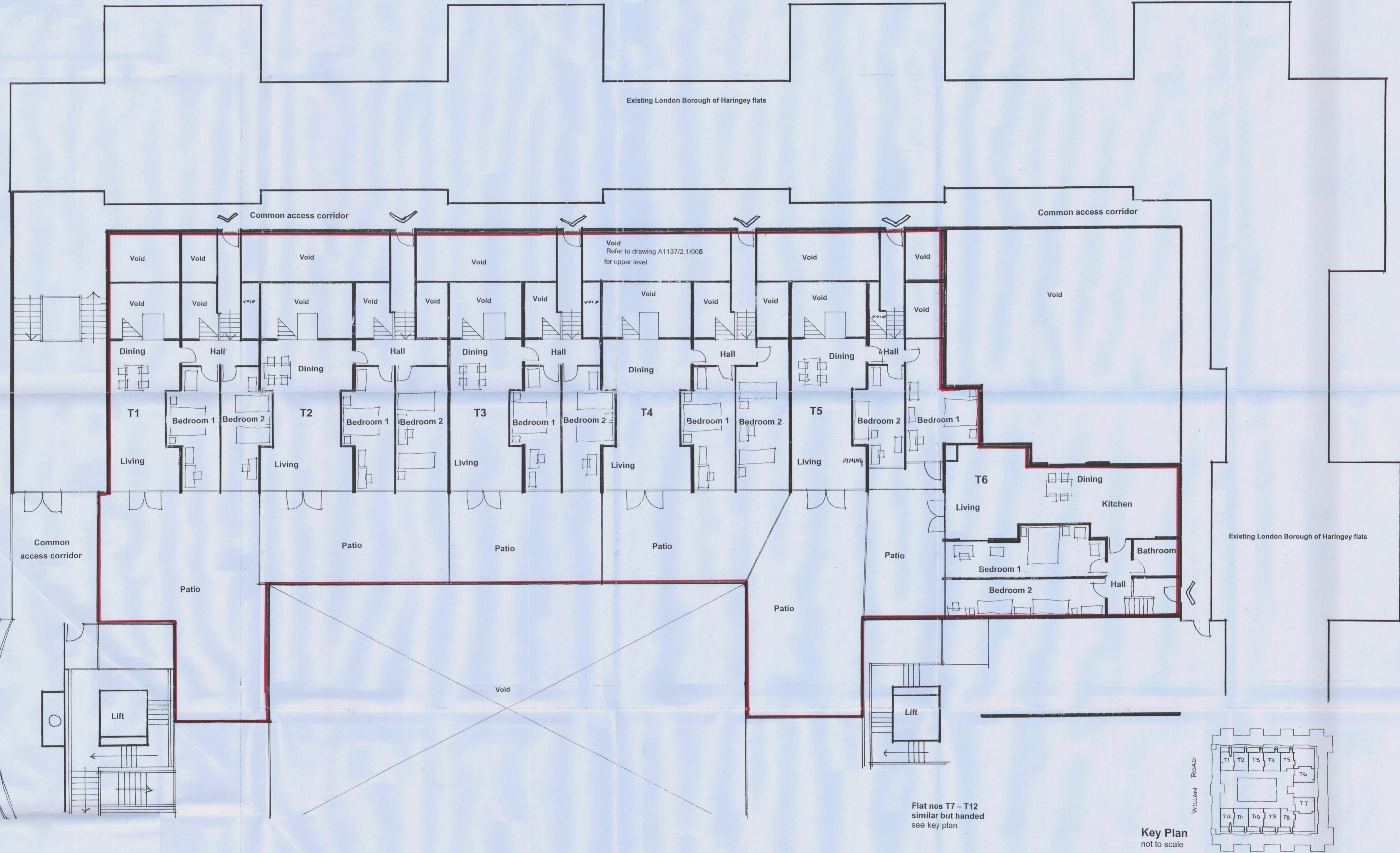
Drng No BVES (A3) 202



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34502  
 DEPUTY  
 BOROUGH SIGNATORY



Page 140

notes  
 The contractor is responsible for checking dimensions, tolerances and references. Any discrepancy to be verified with the Architect before proceeding with the works.  
 Where an item is covered by drawings to different scales the larger scale drawing is to be worked to.  
 Do not scale drawing. Figured dimensions to be worked to in all cases.  
 This drawing to be read in conjunction with the following:

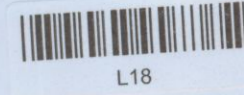
purpose of issue	FOR INFORMATION	
scale	1:100	date 5 JULY
drawn by	KK	checked by RR

title  
**LOWER LEVEL PLAN**

drawing number  
 A1137/2.1/005

project title  
**BROADWATER FARM: WILLAN RD,  
 KENLEY DECK & TANGEMRE BLOCK**

PRP Architects  
 1 Lindsey Street  
 London EC1A 9HP  
 Tel: 0171 653 1200  
 Fax: 0171 248 3315  
 Email: ion.prp@btinternet.com

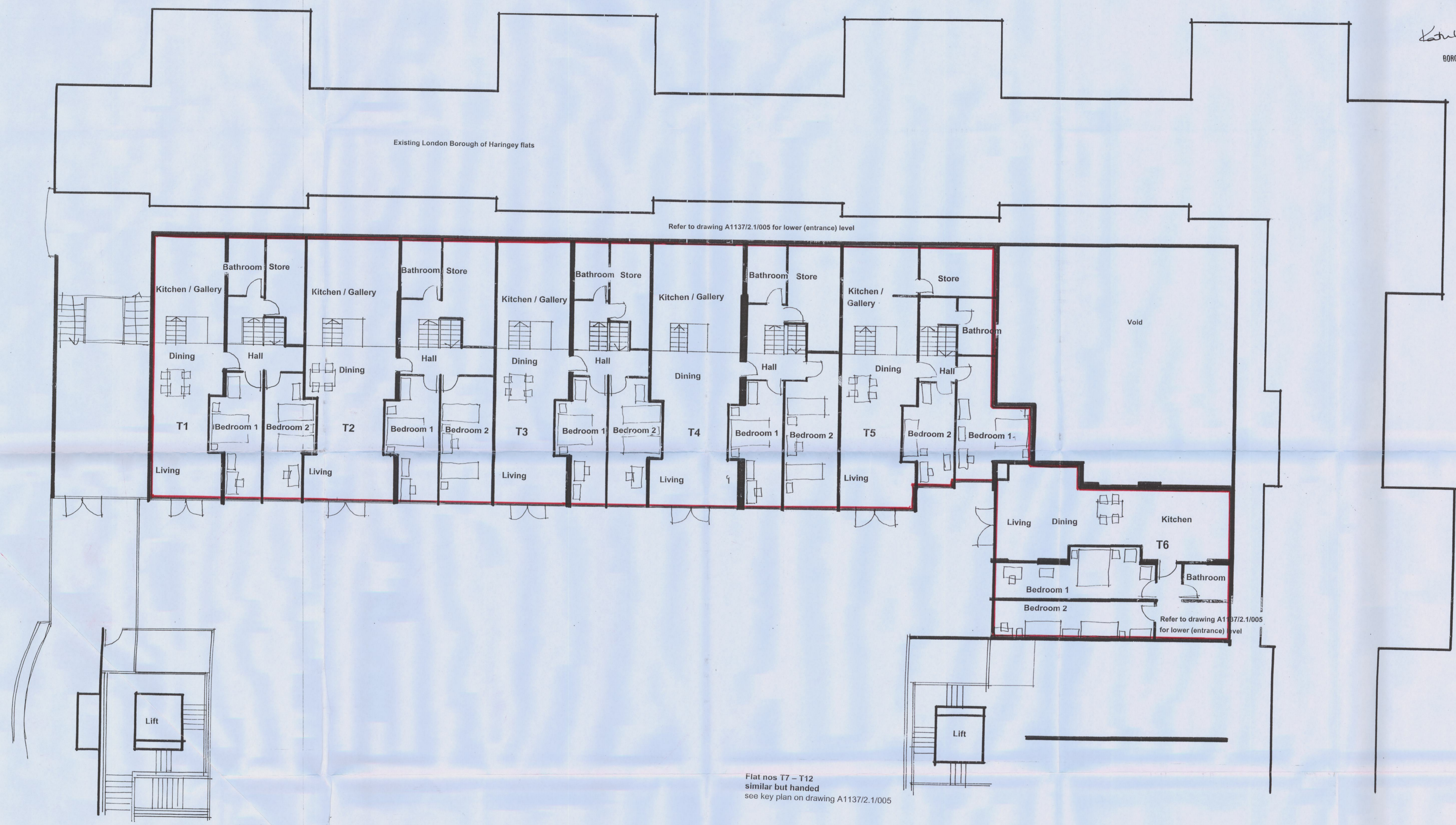


B



*Katleedice*  
DEPUTY  
BOROUGH SOLICITOR

Page 141



Flat nos T7 - T12  
similar but handed  
see key plan on drawing A1137/2.1/005

- notes
- The contractor is responsible for checking dimensions, tolerances and references. Any discrepancy to be verified with the Architect before proceeding with the works.
  - Where an item is covered by drawings to different scales the larger scale drawing is to be worked to.
  - Do not scale drawing. Figured dimensions to be worked to in all cases.
  - This drawing to be read in conjunction with the following:

SHEET.dwg

purpose of issue FOR INFORMATION		title UPPER LEVEL PLAN	
scale 1:100	date 5 JULY	drawing number A1137/2.1/006	rev.
drawn by KK	checked by RR	project title BROADWATER FARM: WILLAN RD, KENLEY DECK & TANGEMRE BLOCK	

purpose of issue FOR INFORMATION	title UPPER LEVEL PLAN	drawing number A1137/2.1/006	rev.
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project title BROADWATER FARM: WILLAN RD, KENLEY DECK & TANGEMRE BLOCK	PRP Architects © 1 Lindsey Street London EC1A 9HP Tel: 0171 653 1200 Fax: 0171 248 3315 Email: <a href="mailto:lon.prp@diol.pipex.com">lon.prp@diol.pipex.com</a>
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**Report for:** Cabinet June 2018

**Item number:** To be added by the Committee Section

**Title:** Purchase of flats 103-105 Kenley House, Gloucester Road, Broadwater Farm Estate, N17 6GZ

**Report**

**authorised by :** Helen Fisher, Director of Housing, Regeneration and Planning

**Lead Officer:** Alan Benson, Head of Housing Strategy and Commissioning

**Ward(s) affected:** West Green

**Report for Key/**

**Non Key Decision:** Key decision

**1. Describe the issue under consideration**

- 1.1 This report proposes the purchase by the Council of three properties known as 103, 104 and 105 Kenley House, Gloucester Road, Broadwater Farm Estate from Newlon Housing Trust (“NHT”).
- 1.2 These purchases are pursuant to the November 2014 decision by the Council’s Cabinet to acquire properties to meet housing need. The Council has commissioned Homes for Haringey (HfH) to act as agents on behalf of the Council for the purchasing of properties to assist in this aim.
- 1.3 These properties will be let as general needs Council Homes. It is proposed that they are used to rehouse residents from the Tangmere and Northolt blocks on the Broadwater Farm Estate, if Cabinet agrees that residents from one or both of these blocks should be rehoused.

**2. Cabinet Member Introduction**

- 2.1 This report proposes purchasing properties on the Kenley block on the Broadwater Farm Estate from Newlon Housing Trust. Residents of the Northolt and Tangmere blocks on the estate are due to be rehoused for health and safety reasons. The Council owning the Kenley properties will allow more of the Northolt and Tangmere residents to be rehoused on Broadwater Farm, which will mean the rehousing process will be less disruptive to them.

**3. Recommendations**

It is recommended that Cabinet agrees:

- 3.1 To purchase for housing purposes the properties known as 103,104 and 105 Kenley House, Gloucester Road, Broadwater Farm Estate, N17 6GZ ; and all of which are shown edged red on the plan attached included as part of the original lease – Appendix 1 and.

that the acquisitions will be as per the Heads of Terms attached in an exempt Appendix.

#### **4. Reasons for decision**

- 4.1 The purchase of the property will help the Council meet housing needs in Haringey. The properties will be used to rehouse households from the Tangmere and Northolt blocks.
- 4.2 The recommendation to purchase 103-105 Kenley House, Gloucester Road, Broadwater Farm Estate, N17 6GZ is based on valuation advice from GL Hearn that considers the sum negotiated on purchase price to represent good value for money for the Council.
- 4.2 To secure the property for the agreed price a Cabinet decision is required.

#### **5. Alternative options considered**

- 5.1 The only alternative option considered was not to proceed with the purchase of the subject properties. This option was rejected, as the properties are able to service all running costs and debt servicing costs over 30 years. The purchase price agreed has been achieved through an exhaustive process of negotiation with the owner to achieve best value for the Council. The properties will only require a small financial outlay to bring them back up to a 'Homes for Haringey Letting Standard'.

#### **6. Background information**

- 6.1 On the 18th November 2014, the Council's Cabinet approved key recommendations regarding the acquisition of properties to meet housing need. This included that it:

*Delegates authority to the Director of Regeneration, Planning and development after consultation with the Lead member for Regeneration and Housing, to agree the details of a council acquisition programme subject to confirmation from the Council's Chief Finance Officer that the scheme represents value for money*

*Notes that, where any proposed grant funding exceeds the Director's approved delegated limit of £500,000, a separate report will be submitted to Cabinet for approval in accordance with the council's Financial Regulations.*

- 6.2 The Council has commissioned HfH to act as agents on behalf of the Council for the purchasing of properties to meet housing needs. HfH is required to negotiate on purchase price with the seller and assist Legal Services in the subsequent acquisition of properties using RTB receipts where appropriate. GL Hearn provided HfH with a report on valuation for the properties and is attached at Appendix 3 of this report. Homes for Haringey's Repairs Service (HRS) carried out a survey that sets out the anticipated associated costs required to bring the property up to a required standard for the purposes of letting.

- 6.3 NHT is the registered leaseholder of the 3 flats known 103 - 105 Kenley House, Gloucester Road, Broadwater Farm Estate, N17 6GZ. The properties were originally developed by NHT as result of a development agreement and agreement for lease for the deck level of Kenley House on 9th December 1999. NHT were granted an 80-year lease by the Council.
- 6.4 Kenley House was constructed in the 1960's and is an 18-storey apartment block of concrete and brick construction with a flat roof. The property is located 0.8 miles from Bruce Grove overground station and 1.1 miles from Seven Sister tube station.
- 6.5 103 Kenley House is a two bedroom flat located on the first floor of Kenley House. The property is accessed via the stairs or lift. The property comprises of 2 bedrooms, a living room, kitchen and bathroom. Overall, the property is presented to a good condition. All the windows have been fitted relatively recently and are uPVC double-glazing. The property benefits from central heating (untested) throughout. The property has a gross floor area of 50 square meters.
- 6.6 104 Kenley House is also a two bedroom flat located on the first floor of Kenley House . The property is accessed via the stairs or lift. The property comprises of 2 bedrooms, a living room, kitchen and bathroom. Overall, the property is presented to a very good condition. All the windows have been fitted relatively recently and are uPVC double-glazing. The property benefits from central heating (untested) throughout. The property has a gross floor area of 59 square meters.
- 6.7 105 Kenley House is a three bedroom flat located on the first floor of Kenley House. The property is accessed via the stairs or lift. The property comprises of 3 bedrooms, a living room, kitchen, bathroom and separate WC. Overall, the property is presented in a reasonable condition but some rooms would benefit from modernising or redecorating. The property has a gross floor area of 82 square meters.

#### Terms of Purchase

- 6.8 The sales memorandum providing the Heads of Terms of the purchase for the three properties is set out in an exempt Appendix.
- 6.10 The properties will be purchased as they become vacant and therefore, will be purchased on an individual or group basis. The aim is for all the properties to be purchased by the end of the current financial year.

#### Financial Implications

- 6.11 The purchase price of 103 and 104 Kenley House will attract Stamp Duty Land Tax (SDLT), valuation fees, and legal fees. The purchase negotiations were handled directly by HfH so there are no additional fees due.
- 6.12 The Council's legal costs will be recovered in line with the Service Level Agreement (SLA) for regeneration.

6.13 The Council will not be able to use any Right to Buy receipts towards the purchase of the properties they are all currently being used for social housing by Newlon.

6.14 The Council is recommended to make budget provision for the acquisition, professional fees and subsequent repairs for this portfolio.

## **7. Contribution to strategic outcomes**

7.1 This proposal supports the established objectives in the Corporate Plan. The Corporate Plan currently has as an objective 'Creating homes where people choose to live and are able to thrive' and notes that "We will provide realistic and achievable options for people to find housing or alternative housing."

## **8. Statutory Officers comments (Chief Finance Officer (including procurement), Assistant Director of Corporate Governance, Equalities)**

### **Finance**

8.1 Finance comments for this report are exempt.

### **Procurement**

8.2 Procurement comments not applicable for property and land transactions as they sit outside of the Procurement Contract Regulations.

### **Legal**

8.3 The Council has the power under section 120 of the Local Government Act 1972 to acquire land for any purpose for which it is authorised under any enactment to acquire land or for any of its functions. The property is to be acquired for housing purposes.

### **Equality**

8.4 The Council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:

- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act
- Advance equality of opportunity between people who share those protected characteristics and people who do not
- Foster good relations between people who share those characteristics and people who do not.

8.5 The three parts of the duty applies to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.



- 8.6 The decision is to purchase three properties at Kenley House, Gloucester Road, Broadwater Farm Estate from Newlon Housing Trust. The objective of the purchase is to secure new housing to be let by the Council, to those who are in need of rehousing. Individuals with protected characteristics are overrepresented among residents of the Tangmere and Northolt blocks, and so it is reasonable to infer that this purchase will enable the Council to meet its Public Sector Equality Duty to eliminate discrimination affecting these individuals and advance equality of opportunity for them. Furthermore, by rehousing these residents in their existing local area the Council will be able to maintain existing community cohesion and thereby foster good relations in the community. An Equalities Impact Assessment accompanies the report to June Cabinet on the decision to re-house residents of the Tangmere and Northolt blocks.

## 8. Use of Appendices

Appendix 1 – Lease for 103-105 Kenley House

Appendix 2 - Exempt financial information - NOT FOR PUBLICATION by virtue of paragraphs 3 and 5 of Part 1 of Schedule 12A of the Local Government Act 1972. This report is not for publication as it contains information classified as exempt under Schedule 12A of the Local Government Act 1972 in that it contains information relating to the financial or business affairs of any particular person (including the authority holding that information) and information in respect of which a claim to legal professional privilege could be maintained in legal proceedings.

Appendix 3 – Exempt financial information - NOT FOR PUBLICATION by virtue of paragraphs 3 and 5 of Part 1 of Schedule 12A of the Local Government Act 1972. This report is not for publication as it contains information classified as exempt under Schedule 12A of the Local Government Act 1972 in that it contains information relating to the financial or business affairs of any particular person (including the authority holding that information) and information in respect of which a claim to legal professional privilege could be maintained in legal proceedings.

## 9. Local Government (Access to Information) Act 1985

Cabinet Report 18th November 2014:

<https://www.minutes.haringey.gov.uk/documents/s56094/Preferred%20Partner%20and%20Use%20of%20RTB%20-%20whole%20report.pdf>

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116350

103-105 KENLEY

N17 6LT

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DATED 10 December 1999

103-105  
Kenley

**THE MAYOR & BURGESSES OF THE  
LONDON BOROUGH OF HARINGEY**

- and -

**NEWLON HOUSING TRUST**

---

COUNTERPART / LEASE

**Premises at deck level (between ground  
and first floors) Kenley House  
Broadwater Farm Estate  
London N17**

---

**TROWERS & HAMLINS**

Sceptre Court  
40 Tower Hill  
London EC3N 4DX

**“Common Areas”**

all areas on the Estate (other than in the Building) used in common with other occupiers of the Estate including (but without prejudice to the generality of the foregoing) all roads pavements accessways paths car parking spaces landscaped areas bin stores and play areas

**“Common Parts”**

all parts of the Building used in common with other occupiers of the Building including (without prejudice to the generality of the foregoing) entrance landings staircases lifts and rubbish shutes

**“Conduits”**

all the drains channels sewers pipes wires cables watercourses gutters and other conducting media now or within the Perpetuity Period constructed within the Estate

**“Development Agreement and Agreement for Lease”**

a Development Agreement and Agreement for Lease dated *9th December* 1999 made between the Lessor (1) and the Lessee (2)

**“Estate”**

the land known as the Broadwater Farm Estate as is shown edged blue on Plan A

**“Perpetuity Period”**

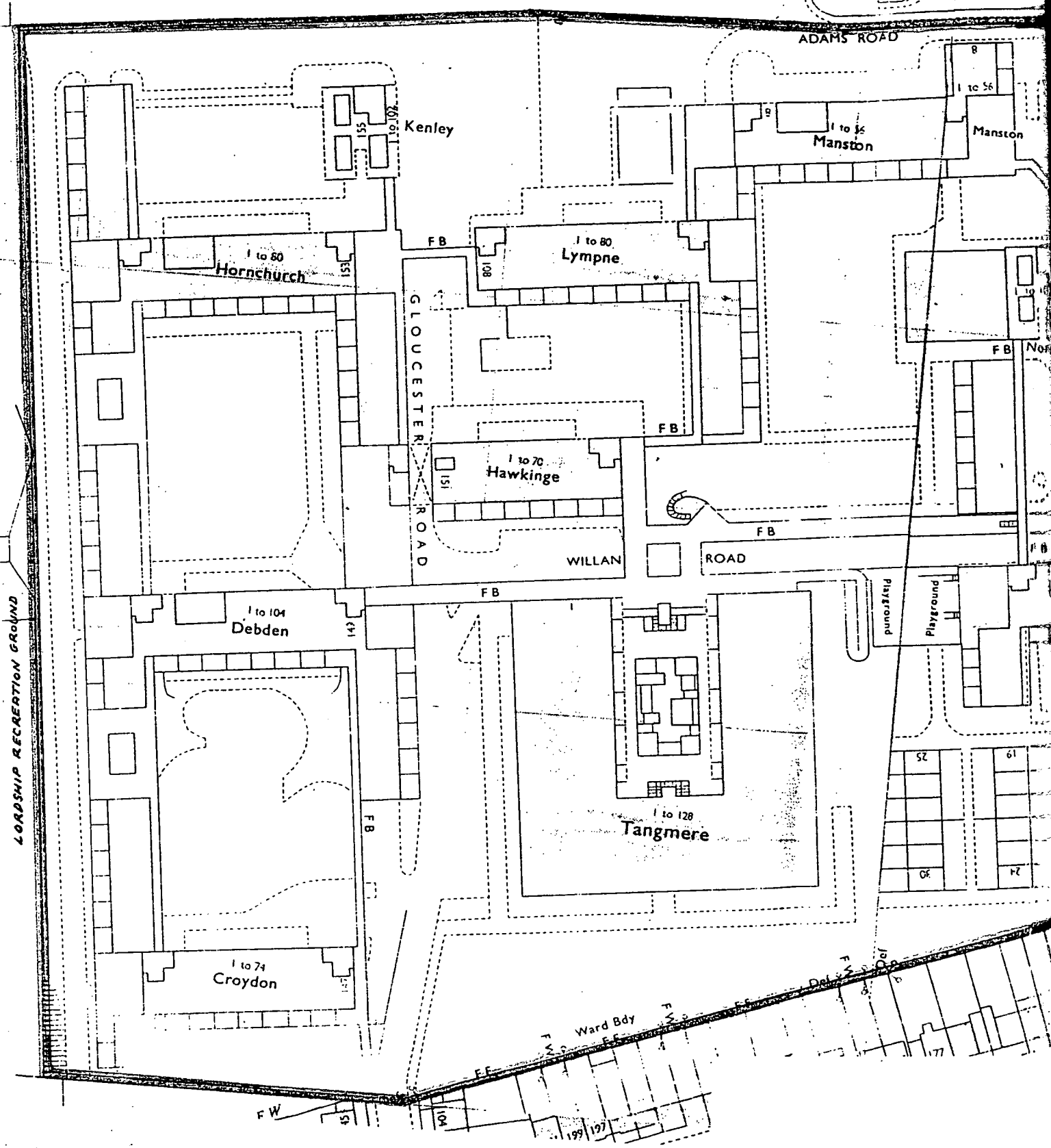
the period of eighty (80) years from the date hereof

**“Plan A”**

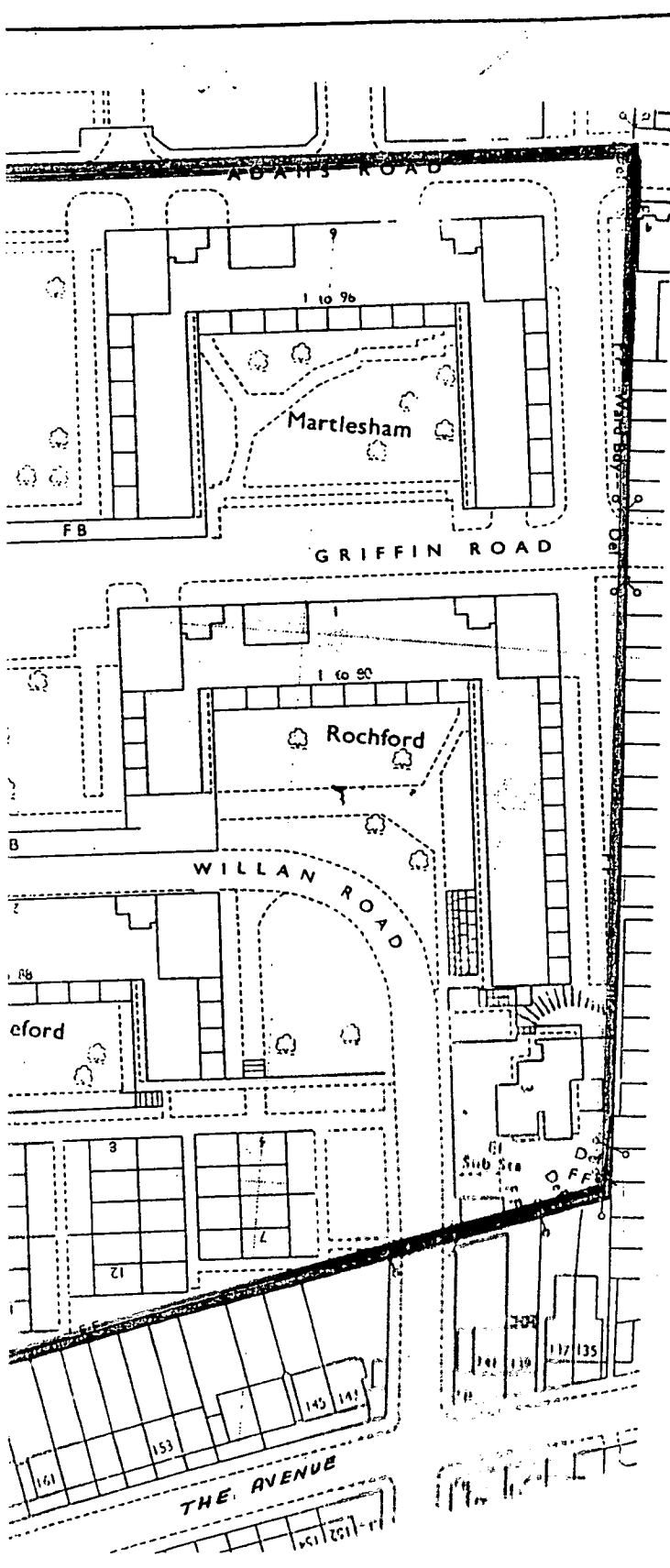
the plan annexed hereto and marked “A”

**“Plan B”**

the plan annexed hereto and marked “B”



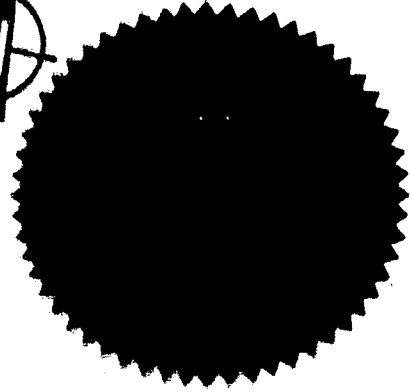
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A



*C. Diamond*



# Haringey

Borough Valuer &  
Estate Surveyor

Title  
 ESTATE PLAN  
 BROADWATER FARM HOUSING  
 ESTATE  
 TOTTENHAM N17

Scale 1:1250

Date 09.07.92

Drawn KRL

Checked

Drwg No BVES (A3) 202

**“Premium”**

ONE POUND (£1)

**“Premises”**

all those premises on deck level (between ground and first floors) Kenley House Broadwater Farm Estate aforesaid shown edged red on Plan B including:-

- (a) the internal plastered coverings and plaster work of the walls bounding the Premises; and
- (b) the internal surface of the doors and door frames and windows fitted in the walls bounding the Premises; and
- (c) the glass in the windows of the Premises;
- (d) the internal non-structural walls and partitions lying within the Premises and the doors and door frames fitted within such walls and partitions;
- (e) the plaster coverings and plaster work of the ceilings and the surfaces of the floors;
- (f) the entrance doors of the flats within the Premises (including both external and internal surfaces);
- (g) all Conduits which are laid in any part of the Building and which serve exclusively the Premises;
- (h) all fixtures and fittings in or about the Premises.

But excluding:-

- (a) all structural parts of the Building including the roof foundations concrete floors and external parts thereof;
- (b) all walls bounding the Premises;



- (c) all Conduits within the Building which do not exclusively service the Premises;
- (d) external parts of the Premises (other than the glass in the windows and the doors to the individual Flats)

**“Services”**

water soil gas fuel oil electricity telephonic signals surface water foul water and any other services

**“Term”**

the term hereby granted

1.2 In this Lease:

- 1.2.1 references to a clause schedule or annex are references where the context so admits to a clause of a schedule to or an annex to this Lease
- 1.2.2 words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 1.2.3 words of a masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed inter changeably in that manner
- 1.2.4 references to the “Lessor” and the “Lessee” include (where the context admits) references to the Lessor’s successors in title and the Lessee’s successors in title respectively
- 1.2.5 words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to permit infringement of the restriction
- 1.2.6 references to the “Estate” and the “Premises” include (where the context admits) each and every part thereof

2. **DEMISE**

In consideration of the Premium (receipt of which is acknowledged) and the rents and Lessee's covenants reserved and contained herein the Lessor demises the Property with full title guarantee to the Lessee

2.1 TOGETHER WITH the rights set out in the First Schedule

2.2 EXCEPTING AND RESERVING the rights set out in the Second Schedule

2.3 TO HOLD the Premises to the Lessee for the term of ONE HUNDRED AND TWENTY FIVE YEARS from the Commencement Date YIELDING AND PAYING therefor the annual rent of a peppercorn on each anniversary of the Commencement Date (if demanded)

3. **THE Lessee HEREBY COVENANTS** with the Lessor

3.1 **To pay rents**

To pay all monies due hereunder at the times and in the manner specified without deduction **PROVIDED ALWAYS** if and whenever any monies due hereunder to the Lessor shall at any time be unpaid for a space of twenty eight days after becoming payable the same shall until paid bear interest calculated on a day to day basis at an annual rate of 2% above the Base Rate of Co-operative Bank Plc for the time being in force

3.2 **To pay rates etc**

To pay and discharge all existing and future rates taxes assessments and outgoings whatsoever now or at any time during the term payable in respect of the Premises or any part thereof or by the owner or occupier thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of any property of which the Premises form part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Premises and to indemnify and keep the Lessor fully and effectively indemnified in respect thereof

**3.3 To pay service charge**

To pay the Service Charge (as additional rent) in accordance with the Fourth Schedule

**3.4 To keep in repair**

To keep the Premises and all conduits which are in the Premises and are enjoyed or used only by the Premises and not for other premises in the Building and the fixtures and appurtenances of and belonging to the Premises clean and in good and substantial repair and condition (damage by fire or other risks insured under Clause 4.2 excepted unless such insurance shall be vitiated by any act or default of the Lessee)

**3.5 Use**

Not to use the Premises otherwise than as self contained residential flats and access thereto

**3.6 To redecorate**

Once in every fifth year of the Term and in the last three months of the Term however determined in a proper and workmanlike manner (and in the last quarter of the term in colours approved by the Lessor) to paint paper treat and generally decorate in a style appropriate to property of a like character all the inside of the Premises previously or usually so painted papered treated and decorated

**3.7 To repair damage to Common Areas/Common Parts**

To reimburse the Lessor in respect of the cost to the Lessor of repairing and making good any damage to the Common Areas and Common Parts caused by the Lessee or the Lessee's servants or licensees or by any other person under the control of the Lessee PROVIDED ALWAYS that if any such damage shall be caused by a tenant of the Lessee who is a nominee of the London Borough of Haringey the Lessee shall not be obliged to repair or make good any such damage unless the Lessee shall first have recovered the cost of so doing from such tenant which the Lessee covenants to use its reasonable endeavours so to do

**3.8 Alterations**

Save in respect of the works permitted by the Lessor under the Development Agreement and Agreement for Lease

3.8.1 not to make any alterations or additions to the exterior of the Premises or any structural alterations or structural additions to the interior of the Premises nor to erect any new buildings thereon nor in any way to interfere with the outside of the Building nor to remove any of the Lessor's fixtures from the Premises

3.8.2 not to make any alteration or addition of a non structural nature to the interior of the Premises without the previous written consent of the Lessor such consent not to be unreasonably withheld

**3.9 To carry out works pursuant to notices**

To execute and do at the expense of the Lessee all such works and things whatever as may at any time during the term be directed or required by any national or local or other public authority to be executed or done upon or in respect of the Premises or any part thereof **PROVIDED ALWAYS** that the Lessee shall not be liable by virtue of this sub-clause to execute or do any works which fall within the scope of Clause 4.3

**3.10 To inform Lessor of notices**

Promptly to serve on the Lessor a copy of any notice order or proposal relating to the Premises and served on the Lessee by any national local or other public authority

**3.11 Forfeiture**

To pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of a Notice under Section 146 or Section 147 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief by the Court or otherwise incurred by the Lessor in respect of any breach of covenant by the Lessee hereunder

3.12 **To obtain licences etc**

To obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Lessee on the Premises or any part thereof or in respect of any user thereof during the Term

3.13 **To allow access**

To permit the Lessor and its surveyor or agent at all reasonable times in the day time upon at least two days previous written notice to enter the Premises to view the condition thereof And to make good all defects and wants of repair of which notice in writing is given by the Lessor to the Lessee and for which the Lessee is liable under this Lease within three months after the giving of such notice

3.14 **Re-Entry**

If the Lessee shall at any time make default in the performance of any of the covenants herein contained relating to repair it shall be lawful for the Lessor (but without prejudice to the right of re-entry under Clause 5.1) to enter upon the Premises and repair the same in accordance with those covenants and the expense of such repairs including surveyors' fees shall be repaid by the Lessee to the Lessor on demand and if not paid shall be recoverable by the Lessor as arrears of rent

3.15 **To permit entry by Lessor**

At all reasonable times during the day time upon at least two days' previous written notice to permit the Lessor with workmen and others to enter the Premises for the purpose of repairing any adjoining or neighbouring premises and for the purpose of repairing maintaining and replacing Conduits party structures or other conveniences belonging to or serving the same the party so entering making good any damage thereby caused to the Premises to the satisfaction of the Lessee

3.16 **To yield up**

At the expiration or sooner determination of the Term peaceably to yield up the Premises to the Lessor in a condition consistent with due performance by the Lessee of the covenants contained in this Lease **PROVIDED THAT** damage by fire or other risks

insured under Clause 5.2 is excepted from the Lessee's liability under this sub-clause unless the insurance money or part thereof is irrecoverable by reason of any act or default of the Lessee

**3.17 Assignment**

3.17.1 Not to assign or charge part only of the Premises;

3.17.2 Subject to the provisos to this sub-clause not to underlet the whole or any part or parts of the Premises without the consent in writing of the Lessor which consent shall not be unreasonably withheld or delayed **PROVIDED THAT** the Lessee shall upon any such underletting obtain a direct covenant from the Underlessee with the Lessor to observe and perform the covenants and conditions contained in this Lease **PROVIDED ALWAYS:**

(i) no Lessor's consent shall be required in respect of any underletting of whole or part of the Premises to a Registered Social Landlord;

(ii) no such Lessor's consent nor any direct deed of covenant shall be required in respect of an underletting of an individual flat forming part of the Premises to an occupier thereof.

3.17.3 Subject as hereinafter provided not to assign the whole of the Premises without the written consent of the Lessor which consent shall not be unreasonably withheld or delayed provided that no such consent shall be required in relation to an assignment of the whole of the Premises to another Registered Social Landlord

**3.18 Notice of devolution**

Within one month of any assignment mortgage charge or devolution of the Lessee's interest in the Premises or part thereof (otherwise than by a letting for a term of less than 7 years or any disposal or devolution of such letting) to give notice of it together with a certified copy of the instrument effecting the assignment mortgage charge or devolution to the Lessor and to pay a reasonable fee of not less than £50 to the Lessor for the registration of such notice

**3.19 Costs occasioned by act of Lessee**

To repay to the Lessor all costs charges and expenses incurred by it in repairing renewing and reinstating any part of the Building not hereby demised or any part of the Common Parts and common areas so far as such repair renewal or reinstatement shall have been necessitated or contributed to by any act neglect or default of the Lessee

**3.20 Not to avoid insurance**

Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance on the Building

**3.21 To prevent encroachments etc.**

To do such acts and things as may reasonably be required by the Lessor to prevent any easement or right belonging to or used with the Premises from being obstructed or lost And not knowingly to allow any encroachment to be made on or easement acquired over the Premises and in particular not to allow the right of access of light from or over the Premises to any neighbouring property to be acquired

**3.22 Observe restrictions and regulations**

To observe the covenants and restrictions set out in the Fifth Schedule

**3.23 Further rules and regulations**

To observe all further or other reasonable rules and regulations which the Lessor (acting reasonably) may deem necessary or expedient for the safety care or cleanliness of the Building or the Estate provided always that no such further or other rules or regulations may be made hereunder which shall subject the Lessee to any unusual or unreasonable burden

**3.24 Not to cause nuisance**

Not to do or permit to be done upon or connection with the Premises or the building anything which shall tend to be a nuisance annoyance or cause damage to the Lessee or its tenants or any of them or to any neighbouring adjoining or adjacent property or the owner or occupier thereof

**3.25 To Comply with Planning Legislation**

At all times during the Term to comply in all respects with the provisions and requirements of the Town and Country Planning Acts 1971-1990 or any statutory modification or re-enactment thereof for the time being enforced and any regulations or orders made thereunder whether as to the permitted use hereunder or otherwise and to indemnify and to keep the Lessee indemnified against all liability whatsoever including costs and expenses in relation to such matters and forthwith to produce to the Lessee on receipt of notice thereof any notice order or proposal therefore made given or issued to the Lessee by a planning authority under or by virtue of the said Acts affecting or relating to the Premises and at the request and cost of the Lessee to make or join with the Lessee in making every such objection or representation against the same as the Lessee shall reasonably deem expedient

**3.26 To Comply with Statutes**

At all times during the Term to comply with all Statutes relating to the Premises or the use of it and to execute at the Lessee's expense any work required to be carried out to the Premises to comply with such Statutes and to keep the Lessee indemnified against all claims demands and liability in respect thereof

**4. THE Lessor COVENANTS with the Lessee as follows-**

**4.1 Quiet enjoyment**

That the Lessee paying the rents hereby reserved and performing and observing the covenants herein contained may peaceably enjoy the Premises during the term without any lawful interruption by the Lessor or any person rightfully claiming under or in trust for it

**4.2 Insurance**

At all times during the term (unless such insurance shall be vitiated by any act or default of the Lessee) to keep the Building insured against loss or damage by fire tempest flood and such other risks as the Lessor may from time to time reasonably determine or the lessee may reasonably require in some insurance office of repute to its full reinstatement value as notified by the Lessee to the Lessor in writing from time to time (including all professional fees in connection with any reinstatement) and whenever required will



produce to the Lessee the insurance policy and the receipt for the last premium for the same and will in the event of the Building being damaged or destroyed by fire or other risks covered by such insurance as soon as reasonably practicable make a claim against the insurers and lay out the insurance moneys in the repair rebuilding or reinstatement of the same making good and (subject to the Lessor complying with its covenant to insure in such sum as shall be notified by the Lessee from time to time and subject to the insurance monies recoverable not being reduced nor the insurance cover being avoided because of any act or default of the Lessor or its tenants servants agents or invitees) any deficiency in such insurance moneys shall be made up out of the Lessee's own resources

**4.3 Repair**

4.3.1 To maintain repair redecorate clean and repoint:

- (i) the roof foundations and main structure of the Building and all external parts thereof including all external and load-bearing walls and all parts of the Building which are not the responsibility of the Lessee under this Lease or of any other leaseholder under a similar lease of other premises in the Building Provided always the Landlord shall redecorate as necessary the outside doors of the Premises
- (ii) The Conduits in under and upon the Building (except such as serve the Premises exclusively)

4.3.2 To keep the Common Parts adequately lighted cleaned and tidy

4.3.3 To repair and maintain the passenger lifts lift shafts and machinery in the Building enjoyed or used by the Lessee in common with others

4.3.4 To keep the Common Areas lighted and cultivated repaired maintained clean and tidy

**4.4 Other Leases**

That (subject to any statutory provision to the contrary) every lease or tenancy of premises in the Building hereafter granted by the Lessor shall contain covenants to be observed by the tenant thereof similar to those set out in the Fifth Schedule hereto and (save in the case of any premises which may be let at a rent on a periodic basis) shall be in all material respects in the same form as this Lease

4.5 **Enforcement of covenants**

If so required by the Lessee to enforce the tenant's covenants similar to those contained in this Lease which are or may be entered into by the tenants of other premises in the Building **PROVIDED THAT** the Lessee indemnifies the Lessor against all costs and expenses of such enforcement

4.6 **Not to cause nuisance**

Not to do or permit to be done upon or in connection with the Building (other than the Premises) anything which shall be or tend to be a nuisance or annoyance or cause of damage to the Lessee or its tenants or any of them

5. **PROVISOS**

**PROVIDED ALWAYS** and it is hereby agreed as follows:-

5.1 **Re-entry**

If any covenant on the part of the Lessee shall not be performed or observed then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the Premises or any part of them in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the Lessee's covenants or the conditions contained in this Lease

5.2 **Altering Common Areas/Common Parts**

The Lessor shall have power at its discretion to alter the arrangement of the Common Areas and Common Parts **PROVIDED THAT** after such alteration the access to and amenities of the Premises are not materially less convenient than before

5.3 **Rent Suspension**

In the event of the Premises being destroyed or so damaged by any insured risk as to be rendered partially or wholly unfit for occupation and use and provided that the insurance effected by the Lessor shall not have been vitiated or payment of the insurance money refused in whole or in part in consequence of some act or default on the part of the Lessee

then the Rent and Service Charge hereby reserved or a proportionate part thereof according to the nature and extent of the damage or destruction shall forthwith cease to be payable until the Premises or the part thereof so damaged or destroyed shall have been restored and reinstated and again rendered fit for occupation and use.

**5.4 Frustration**

In the event of the repair rebuilding or reinstatement of the Premises being frustrated by any reason beyond the control of the Lessor and/or the Lessee any insurance moneys received by the Lessor shall be divided between the Lessor and the Lessee in proportion to the values of their respective interests in the Premises and in default of agreement such values shall be determined by an independent surveyor acting as an expert who in default of agreement shall be appointed on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors and the Lessee shall then at the request of the Lessor surrender this Lease

**5.5 Interruption of Services**

The Lessor shall not be liable to the Lessee for any failure in or interruption of the services to be provided pursuant to Clause 4 not attributable to its neglect or default and may add to diminish modify or alter any such service if by reason of any change of circumstances during the Term such addition diminution or alteration is in the opinion of the Lessor (acting reasonably) necessary or desirable in the interest of good estate management or for the benefit of the occupiers of the Building

**6. CHARITY CLAUSE**

The land will as a result of this lease be held by Newlon Housing Trust an exempt charity

**7. ARBITRATION**

Any disputes or differences arising as between the Lessor and the Lessee as to their respective rights, duties or obligations or as to any other matter or thing in any way arising out of or connected with the subject matter of this Lease shall be determined by a single surveyor acting as an arbitrator agreed between the parties or in default of agreement appointed by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the provisions of the Arbitration Act 1996 or any

statutory modification thereof for the time being in force, whose decision shall be final and binding and whose costs shall be in the award of such surveyor

8. **EXCLUSION OF COMPENSATION FOR IMPROVEMENTS**

No compensation shall be payable by the Lessor to the Lessee at any time during the term of the Lease or on the expiry or earlier determination thereof in respect of any improvements made or alterations carried out by the Lessee to the Premises whether or not such improvements or alterations are made or carried out by the Lessee at the Lessor's request.

IN WITNESS whereof the Lessor and Lessee have caused their respective Common Seals to be hereunto affixed the day and year first before written

**FIRST SCHEDULE**

**Rights Included in the Lease**

1. The right for the Lessee and all persons authorised by the Lessee (in common with all other persons entitled to the like right) at all times to use the Common Areas and the Common Parts for all purposes incidental to the occupation and enjoyment of the Premises.
2. The right in common with others (subject to any charges which may be made in respect of any Estate parking scheme) to park in the car parking spaces forming part of the Common Areas.
3. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and from the site and roof thereof and from the adjoining land included in the Estate.
4. Full right and liberty for free passage and running of water soil gas signals and electricity from and to the Premises through the Conduits which now are or may at any time hereafter during the term be in under or passing through the Building and the Estate or any part thereof.
5. The right for the Lessee with workmen and others at all reasonable times during the day time upon at least seven day's prior written notice to the Lessor (except in the case of emergency when no notice shall be required) to enter upon other parts of the Building and the Estate
  - 5.1 for the purpose of repairing inspecting cleansing maintaining or renewing any Conduits exclusively serving the Premises
  - 5.2 for the purpose of repairing inspecting maintaining cleansing renewing the Premises causing as little disturbance as possible and making good any damage caused to the reasonable satisfaction of the Lessor.
6. The right upon at least seven days' prior written notice to the Lessor to erect scaffolding upon other parts of the building and the Estate (but not upon any residential flats) and to

retain the same for the purposes set out in paragraph 5 hereof PROVIDED THAT the Lessee shall cause as little disturbance as possible and shall make good any damage caused to the reasonable satisfaction of the Lessor

**SECOND SCHEDULE**

**Exceptions and Reservations**

There are excepted and reserved out of this demise to the Lessor and the lessees tenants or occupiers of the other premises comprised in the Building:-

1. Easements rights and privileges over along and through the Premises equivalent to those set out in paragraphs 3, 4 and 5 of the First Schedule
2. The right for the Landlord and its surveyors or agents with or without workmen and others at all reasonable times during the day time upon at least two days' prior written notice (except in case of emergency when no notice shall be required) to enter the Premises for the purpose of carrying out its obligations under this Lease

**THIRD SCHEDULE**

The Lessor's expenses and outgoings in relation to the Building in respect of which the Lessee is to pay a proportionate part by way of Service Charge:

1. All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Lessor in complying with its covenants under clause 4.2 and 4.3 of this Lease.
2. The cost of and the electric current for operating the passenger lifts and electricity for lighting the Common Parts.
3. All charges assessments and other outgoings (if any) payable by the Lessor in respect of all parts of the Building (other than income tax and any tax occasioned by the disposition of the Lessor's interest in the Building).
4. The cost of installing maintaining repairing and renewing the television and radio receiving aerials electric entry systems or similar apparatus (if any) installed or to be installed in the Building and used or capable of being used by the Lessee in common with other occupiers of the Building.
5. The cost of providing a concierge service in the Building.
6. The cost of employing a caretaker for the Building (including the provision of uniforms and boilersuits)
7. The cost of taking all steps deemed desirable or expedient by the Lessor (acting reasonably) complying with making representations against or otherwise contesting the incidence of the provision of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating to the Building for which the Lessee is not directly liable hereunder.



FOURTH SCHEDULE

Terms and Provisions relating to Service Charge

1. In this Schedule the following expressions have the following meanings:-

**"Account Year"**

means the period from 1 April in each year to 31 March in the next year or such other annual period as the Lessor may in its discretion from time to time determine as being that in which the accounts of the Lessor either generally or relating to the Building shall be made up

**"Specified Proportion"**

means 4.67% (or such other percentage as may be agreed in writing between the lessor and the lessee at any time during the Term)  
"the Service Provision"

W  
M  
W

means the sum computed in accordance with paragraphs 7 and 8 of this Schedule

**"the Service Charge"**

means the Specified Proportion of the Service Provision

2. Subject to the provisions of paragraphs 3, 4 and 5 hereof the Lessee COVENANTS with the Lessor to pay during the Term by equal payments quarterly in advance on the 25 March 24 June <sup>24</sup> September and 25 December in each year:

DH

2.1 the Service Charge

2.2 a fee in respect of rent and Service Charge collection calculated as 2.4% of the Service Charge

3. In relation to the items set out in the Third Schedule hereto (save for item 5 being the cost of providing a concierge service) ("the Non-Concierge Items") it is hereby agreed and declared that:

- 3.1 the annual Service Charge payable in respect of the Non-Concierge Items for the Account Year in which practical completion of the Works (as defined in the Development Agreement and Agreement for Lease) takes place shall not exceed the figure of £3331 increased by the percentage increase (if any) in the service charge charged by the Lessor to its other long leaseholders on the Estate in respect of the Non-Concierge Items between the Account Year ending 31 March 2001 and the Account Year in which such practical completion takes place
- 3.2 the annual Service Charge payable in respect of the Non-Concierge Items in each subsequent Account Year shall not exceed the Service Charge payable in respect of the Non-Concierge Items in the immediately preceding Account Year by more than the percentage increase (if any) in the service charge charged by the Lessor to its other long leaseholders on the Estate in respect of the Non-Concierge Items between the immediately preceding Account Year and the Account Year in question
4. In relation to item 5 set out in the Third Schedule hereto being the cost of providing a concierge service ("**the Concierge Item**") it is hereby agreed and declared that:
  - 4.1 The annual Service Charge in respect of the Concierge Item payable for the Account Year in which practical completion of the Works (as defined in the Development Agreement and Agreement for Lease) takes place shall not exceed the figure of £644 increased by the percentage increase (if any) in the service charge charged by the Lessor to its secure tenants on the Estate in respect of the Concierge Item between the Account Year ending 31 March 2001 and the Account Year in which such practical completion takes place
  - 4.2 The annual Service Charge in respect of the Concierge Item payable in each subsequent Account Year shall not exceed the Service Charge payable in respect of the Concierge Item in the immediately preceding Account Year by more than the percentage increase (if any) in the service charge charged by the Lessor to its secure tenants on the Estate in respect of the Concierge Item between the immediately preceding Account Year and the Account Year in question
5. Any increase in Service Charge payable by the Lessee must be reasonable
6. The Service Provision in respect of any Account Year shall be computed before the beginning of the Account Year in accordance with paragraph 7 hereof

7. The Service Provision shall be a sum representing the expenditure estimated by the Landlord as likely to be incurred in the Account Year by the Landlord upon the matters specified in paragraph 8 of this Schedule
8. The relevant expenditure to be included in the Service Provision shall comprise all expenditure of the Landlord in connection with the provision of the services and the other matters contained or referred to in the Third Schedule
9. As soon as practicable after the end of each Account Year the Lessor shall determine and certify the amount by which the estimate referred to in paragraph 7 hereof shall have exceeded or fallen short of the actual expenditure in the Account Year and shall supply the Lessee with a copy of the certificate and the Lessee shall be allowed or as the case may be shall pay forthwith upon receipt of the certificate the Specified Proportion of the excess or the deficiency
10. If the Service Provision determined by the Lessor shall not be agreed by the Lessee then the matter shall be referred to an arbitrator in accordance with clause 7 of this Lease

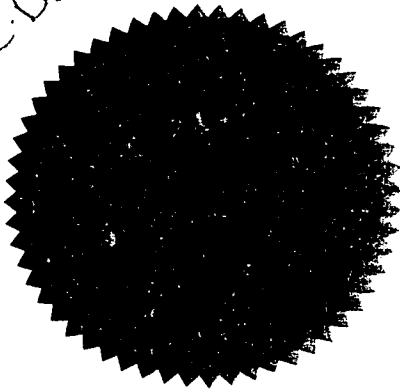
**FIFTH SCHEDULE**

**Restrictions and Regulations**

1. Not to store in the Premises quantities of inflammable materials or gases other than may be reasonably required for domestic use and in particular not to place or keep in the Premises of any quantity of inflammable materials or gases stored under pressure.
2. To notify the Lessor of any defect in the Premises as soon as reasonably practicable after coming to the attention of the Lessee.
3. Not to leave or cause to be placed or left any refuse or rubbish in any of the Common Parts or Common Areas and the Lessee shall be responsible for cleaning the communal landings and passageways adjacent to the Premises.
4. Not to park any caravan container trailer or commercial vehicle on any of the car parking spaces nor to obstruct any of the roadways on the Estate by parking or otherwise.
5. To ensure that any domestic pet is kept under control.
6. Not to use any of the flats comprised within the Premises nor permit the same to be used for any purpose other than as private residences in occupation by a single family nor for any purpose from which a nuisance can arise to the owners lessees or occupiers of other flats in the Building or on the Estate.
7. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance relating to the Building or may cause an increased premium to be payable in respect thereof.
8. Not to do or permit to be done anything which may cause obstruction in any of the pipes or drains of the Building.

( THE COMMON SEAL of THE  
( MAYOR AND BURGESSES OF  
( THE LONDON BOROUGH OF  
( HARINGEY was hereunto affixed  
( in the presence of:

*C. Diamond*



( THE COMMON SEAL of  
( NEWLON HOUSING TRUST  
( was hereunto affixed in the  
( presence of:

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**Report for:** Cabinet, 26 June 2018  
**Title:** Approval of the preferred option for the future of Osborne Grove Nursing Home

**Report authorised by :** Charlotte Pomery, Assistant Director Commissioning

**Lead Officer:** Sam Jacobson, Commissioning Manager

**Ward(s) affected:** All

**Report for Key/  
Non Key Decision:** Key Decision

## **1. Describe the issue under consideration**

- 1.1 Ensuring all adults lead healthy, long and fulfilling lives is a key priority of the Corporate Plan, Building a Stronger Haringey Together, 2015 – 2018. Whilst the Council continues to face a challenging financial climate over the coming years due to reducing funding, increasing need and growing demand, the approach continues to be ambitious focusing on improving outcomes for all residents, promoting independence and building choice and control.
- 1.2 Within the Council's Medium Term Financial Strategy, approved by full Council in February 2017, it was noted that an options appraisal on the future of Osborne Grove Nursing Home (the Home) was already underway. The options appraisal was paused in June 2017 following serious concerns about the quality of care being delivered at the Home and consultation on the proposals to close the Home on the grounds of quality of care and sustainability. Cabinet at its meeting on 12<sup>th</sup> December 2017 agreed to the closure of the Home and for the options appraisal on the future use of the site for nursing care to be completed and returned to Cabinet for a decision at the earliest opportunity.
- 1.3 The options appraisal was originally commissioned on the premise of the closure of the Home. Following the local election in May 2018, taking cognisance of the reduced number of residents (now 7) and despite the continued need for significant resources to maintain the safe care and support of existing residents, the new administration has asked that the options appraisal be remodelled with the option for existing residents to remain in situ in mind.
- 1.4 The options appraisal, the details of which are set out in this report, has now been completed. Cabinet is asked to consider the options on the future use of the Osborne Grove Nursing Home site and to make a decision on the preferred option. Cabinet is also asked to make a decision on whether the

Home should be kept open for the current residents only who choose to remain.

## **2. Cabinet Member Introduction**

- 2.1 I am delighted to present this report on the future of Osborne Grove Nursing Home. As set out, we are proposing to retain and expand the Home to meet the needs of older people in the borough, exploring in depth two high level options through detailed feasibility studies. We are committed to continuing to work closely with partners and stakeholders through a co-design process to ensure that we develop an approach which is affordable, sustainable and flexible enough to address current and future capacity challenges.
- 2.2 We are committed to enabling those of the current residents of the Home who want to stay there to do so and will ensure that any development plans accommodate the residents' best interests, noting that these may change over time. We recognise there is a significant amount of work to do but are proud to be exploring innovative models of care, supported by outstanding and flexible design, delivered in partnership. Through co-design, we will ensure that the various views of stakeholders are considered and incorporated into the design and planning as appropriate and will return to Cabinet in the Autumn to present the next phase of work for approval.

## **3. Recommendations**

- 3.1 Cabinet is asked to agree that:
- 3.1.1 The Council retain ownership of the OGNH site;
- 3.1.2 The site be used for the provision of residential and nursing care;
- 3.1.3 The draft design principles on the future development of the site at paragraph 7.2 be adopted;
- 3.1.4 Options 1b (resident in situ and new build of 70 bedded unit) and 2b (resident in situ and expansion/rebuild to a 64 bedded unit) be taken forward as set out in paragraph 3.1.7 below;
- 3.1.5 The establishment of the OGNH Co-Design Reference Group be confirmed and to act in an advisory and consultative role on the future of the Home and as set out in paragraph 6.7. The Group to be Chaired by the Lead Member for Adult and Health and the membership to include Ward Councillors, family members of residents, Haringey HealthWatch, Chair of the Older People's Reference Group, Trade Union representatives, the Clinical Commissioning Group and Council officers.
- 3.1.6 A design partner on the future residential and nursing care provision be procured;



- 3.1.7 Following procurement of the design partner, detailed design and feasibility work be undertaken with the active engagement of a range of stakeholders including the OGNH Co-Design Steering Group, partners, nursing care providers and officers, on Options 1b and 2b as set out at paragraph 7.5.1:

Option 1b: Maintaining a reduced-capacity service at Osborne Grove to allow the current residents (7) to remain and building a new 70-bed Nursing Home on site following demolition of the existing building; and

Option 2b: Maintaining a reduced-capacity service at Osborne Grove to allow the current residents (7) to remain and building an expanded 64-bed Nursing Home on site with the existing residents in situ.

The feasibility work to include the construction works to be undertaken, whether this can be undertaken with residents in situ, the risk to and likely impact on residents and whether and how residents can be safeguarded.

- 3.1.8 The outcome of the detailed design and feasibility work (referred to in paragraph 3.1.7) be brought to Cabinet for a decision on the preferred option for consultation with residents and other stakeholders;
- 3.1.9 The current provision at OGNH to remain open to existing residents only and who choose to remain; and
- 3.1.10 That officers work proactively with partners in the NHS, with the care sector and with neighbouring local authorities to develop a sustainable partnership approach to future delivery of care at Osborne Grove.

#### **4. Reasons for decision**

- 4.1 Osborne Grove Nursing Home is a 32-bedded nursing unit, with a day centre space, run directly by the Council. It is located on a site, owned by the Council, in Stroud Green which has a sizeable garden and a large car-park.
- 4.2 On 12<sup>th</sup> December 2017, the Cabinet made a decision to close the Home, following an extended period of consultation with residents, users, carers and other stakeholders. This was in the context of the seriousness of care quality issues raised through internal and external audits and inspections including those carried out by the Care Quality Commission, staff from the Brokerage and Quality Assurance Service of the Council and the Safeguarding and Quality Assurance function of the Clinical Commissioning Group (the CCG). An embargo, which can be placed on any care provider where there are concerns about the quality of care and it is not considered safe to place new residents, has been in existence since August 2016. This embargo on any new placements meant that numbers of residents in the Home have been falling since then and at the time of the December Cabinet paper there were only 17 residents in the Home. Following implementation of the closure decision and the planned and careful transfer of residents to new care homes, there are now only 7 residents living in the Home (down from 32 at

full occupancy). In order for the Council to maintain its focus on quality of care, there are no plans to increase the number of residents or for the current embargo to be lifted.

- 4.3 A recent review of activity and demand in Haringey and across North Central London has confirmed the need for increased nursing bed capacity in the area. The site, owned by the Council, offers considerable potential for expansion of nursing care capacity which would help to meet the increased demand for nursing care both in the borough and in the wider sub-region. In the context of established and increasing demand, there is a pressing need to grow capacity across the whole of North Central London and capitalise on opportunities to do this wherever they appear. No longer can Haringey rely on excess capacity in NCL to meet its demand as the number of nursing home beds continues to fall and all boroughs in NCL are experiencing higher demand. Out of NCL, there is increasing cross-authority competition for beds which creates an upward pressure on prices.
- 4.4 The options appraisal has been pursued in order to consider whether and how this potential should best be delivered. The decision to explore further two options is being presented following an options appraisal which has already taken into account the range of factors set out in section 6 and which has considered a number of options for the future of the site. This options appraisal is set out in section 7 of this report.
- 4.5 The proposed approach aims to develop a high quality provision to improve outcomes for residents through a model of nursing care which is responsive to need. The existing site is demonstrably not fit for purpose with a number of design issues making the provision of high quality care particularly challenging for an increasingly frail resident population. The approach to quality will be developed to better address future demand, whilst also mitigating the quality of care issues that led to the previous decision to close the home under current management by the local authority.
- 4.6 The proposal to retain those of the current 7 residents who wish to remain in situ to do so reflects the current wishes of a number of stakeholders. Their ability to remain in the Home will be subject to risk assessments to ensure that this continues to be in their best interests and will support their continued wellbeing during the course of any works. These risk assessments will be considered by the Care Quality Commission in their continued regular inspections of the Home. Further consultation has been highlighted as necessary in light of the fact that the options currently being presented for further work are fundamentally different from the proposals initially consulted upon. It has therefore been considered fair that the residents and stakeholders be consulted on the preferred option following the outcome of the detailed design and feasibility work and before a final decision is made by Cabinet. Following the final decision on the preferred option, full consultation will be held with all residents and we will make clear through risk assessments that any decision will be made in the best interests of residents.

## **5. Alternative options considered**

- 5.1 The option to close the Home and not to revisit an options appraisal for future use of the site was identified but discarded early on as the Home is an asset of great value to local residents and to the Council.
- 5.2 A full options appraisal was considered to be the most effective way to explore all viable options in relation to the home post-closure and to seek Cabinet approval to start the next phase of implementing the preferred option.

## **6. Background to the options appraisal**

- 6.1 The future of Osborne Grove is of critical importance to the local authority and a number of contextual factors shape the options appraisal, the process of determining the preferred option and the implementation of the agreed way forward.

### **6.2 The premises**

- 6.2.1 The Home, currently run directly by the local authority, has a 32-bed capacity, significantly smaller than most nursing homes, which on average operate with between 60 and 80 beds.
- 6.2.2 Although the scheme was a new build only completed in 2008, there are elements of the building that are not suitable for the designation of the site as a nursing home. The building was originally designed as a residential care home, but has been used as a nursing home as the acuity of needs of residents has increased. The design of the building is unsuitable to cater for the needs of an increasingly frail resident population. Below is a list of some, though by no means all, of these issues:
- The building only has one lift located some distance away from a large proportion of residents' bedrooms. The lift is not wide enough for a hospital bed which creates significant problems from a mobility perspective and to ensure bed bound residents have an opportunity to move with some ease around the building or in an emergency.
  - There is a lack of en-suite wet rooms in the building which impedes the ability of residents to wash within their own rooms (as opposed to washing in assisted bathrooms) or independently should they be able to.
  - The width of the doors in a number of bedrooms is not sufficient for a hospital bed or for residents with mobility issues.
  - The layout of the building creates numerous 'blind-spots' which necessitate a more intensive staffing structure than that generally associated with schemes of the current size. Each wing comprises 8-beds and there is a separate nursing station for each wing within the unit. This compares with most

purpose-built nursing homes where there is a nursing station for every 12-15 beds.

- There are a number of additional fire safety concerns with the property which the Council has been addressing with the London Fire Brigade relating to the building's ability to withstand heat for an adequate length of time in the event of a fire.

### **6.3 Need and demand**

6.3.1 A recent review of activity and demand in Haringey has confirmed the need for increased nursing bed capacity in the area. There are currently 168 over 65-year-old Haringey service users in receipt of nursing care and this figure is projected to grow to around 250 by 2021/22. In a piece of work to support the social care element of the Sustainability and Transformation Plan for North Central London, this demand picture is replicated across the five boroughs in the sub-region (Camden, Islington, Haringey, Barnet and Enfield) with each noting increasing demand for nursing care beds, particularly for older people with dementia.

6.3.2 On the supply side, there are only 2 nursing homes (including Osborne Grove) in Haringey. It has not, therefore, been possible for local demand for nursing care to be met in borough for some time and Haringey purchases over 80% of its nursing care out of borough. Traditionally, Haringey's demand for nursing care would have been met by nursing homes in North Central London but increasingly, Haringey is having to look beyond the sub-region to meet this demand with 19% of nursing beds purchased out of North Central London at present. The reason that Haringey now purchases beds across a wider geographical area is that – despite the widely reported and increasing demand – the capacity in the market-place for nursing and residential care is shrinking. For example, there were 56 nursing homes across North Central London (Barnet, Camden, Enfield, Haringey and Islington) in 2015 and now there are 48. A number of other providers are restricting access only to self-funders or reducing the proportion of local authority placements they are willing to accept. This means that the absolute capacity of nursing care beds available for Haringey to commission is decreasing. This is a national picture reflecting the fragility of this sector of the social care market, the uncertainty over future funding mechanisms and the challenge of delivering nursing care to frail, older people with complex needs.

### **6.4 Quality**

6.4.1 The wellbeing and safety of residents at the Home, now and into the future, is of primary concern to the Council which is the only council in the country directly to deliver nursing care, a specialist, clinical function

6.4.2 Haringey's approach to quality starts from the premise that it will commission nursing care placements only from providers rated good or outstanding by the regulator, the Care Quality Commission (CQC). The regulator offers an

independent view of the quality delivered in a setting based on nationally determined criteria and is relied on by all authorities as a trusted indicator of the quality of service delivery. The approach can lead to localised, short to medium term capacity issues as an embargo can be placed on admissions to individual establishments as a result of care quality failings and where the CQC assessment falls below Good. This can be particularly acute where there is limited supply in a particular geographic area, as has been experienced with the embargo placed on new placements at Osborne Grove Nursing Home and the Requires Improvement rating by the CQC.

6.4.3 Since December 2016, there have been three CQC inspections of Osborne Grove, an internal audit carried out by Mazurs, three Establishment Concern meetings and regular assessment visits by the Quality Assurance functions of both the CCG and the Council. The key issues raised during these inspections and audits are as set out in summary form below:

- Clinical Policies and Procedures: Absence of clear clinical policies and procedures. Presenting significant safeguarding risks.
- Care Plans: there were either not of a suitably high standard and or not being reviewed appropriately putting residents at risk. These were not person centred and so failing to provide personal care.
- Record Keeping: No clear record keeping of care provided or critical well-being information to ensure appropriate care being given and action taken as appropriate.
- Safeguarding issues: Failure to act appropriately in identifying and addressing safeguarding risks, leading to life threatening issues i.e. pressure ulcers, hydration and nutrition and failure to address constipation issues.
- Meal Plans and Fortified Nutrition: Failure to provide suitably nutritional and varied meals, taking account of personal preferences.
- Activities: Failure to provide suitable personal and group activities for residents of the Home impacting on their wellbeing.
- Facilities: failings in key critical equipment required to provide safe care i.e. hoisting equipment, pressure equipment, suitable seating, call alarm system.
- Management Policies and Procedures: Failure to maintain and implement adequate systems.
- Training: staff training was not up to date.

6.4.4 The Home is currently rated as Requires Improvement by the CQC and no new placements have been commissioned at the Home since the embargo was imposed in 2016. The Home remains non-compliant with regard to one of the four CQC Warning Notices: delivering Person Centred Care. Sustaining high quality provision at OGNH is an essential factor in the options appraisal

## 6.5 Local provision

6.5.1 There is only one other nursing care home in the borough and, as set out above, increasing demand for nursing care. It is important to many families

who live in the borough that their relative is able to continue to live in Haringey and to be supported to maintain their existing networks of support, friendship and activities. Local provision will be easier for many families to visit and from a neighbourhood perspective it facilitates a mixed and cohesive community where older people are respected members of the wider diversity of the borough.

- 6.5.2 From a commissioning perspective too, there is real value in nurturing high quality in-borough nursing provision where the local authority and local CCG are the primary commissioners of care and can build a strong relationship with the provider. This approach does not reduce the need for strong, collaborative approaches with other boroughs across North Central London given the importance of out of borough provision to meeting current need and future demand. Rather having good capacity in borough will strengthen Haringey's participation in sub-regional work. Whilst it reduces reliance on out-of-borough placements where there is greater cross-borough competition for beds, which is an upward pressure on prices, it makes the Council a contributor to wider sub-regional provision.

## **6.6 Community facing**

- 6.6.1 A consistent feature of Good and Outstanding nursing care homes is that they operate as part of the wider community and Open Care is the concept being developed by the OGNH Co-Design Reference Group to describe this approach.
- 6.6.2 In such a model there could for example be: use of volunteers to support the activities of the home, inter-generational activities to build community engagement and new relationships between generations and fuller use of the communal spaces – subject to the active wishes of the residents for whom this is their home – for wider community activities, from which residents would benefit

## **6.7 Co-Design**

- 6.7.1 The Council is committed to co-design and engaging with the local community to improve outcomes and seek solutions and has already involved a range of stakeholders in developing the options appraisal. An Osborne Grove Co-Design Reference Group has been established which has met three times and will include the Lead Member as Chair, Ward Councillors, at least two family members, Haringey HealthWatch, the Chair of the Older People's Reference Group, Trade Union representatives, the Clinical Commissioning Group and Council officers.
- 6.7.2 The Co-Design Reference Group is in the process of co-designing Terms of Reference and agreeing its role going forward but in essence it will act in an advisory capacity to ensure the views of a wide range of stakeholders are included in formulating the recommendations for the future of the Home. The views of the Group will be reported as part of Cabinet meetings regarding the

Home. Its overall purpose is intended to be to co-design the strategic approach to developing the overall programme of work associated with the future of Osborne Grove Nursing Home.

- 6.7.3 The Council is keen to continue to involve stakeholders throughout the life of the project, and not just during the options appraisal to enrich future quality and service provision. Stakeholder views represent both current and future residents of the home as well as bringing a wider perspective to the consideration of the project.

## **6.8 Sustainability**

- 6.8.1 Whilst there are short and medium term issues to consider in this work, the long-term sustainability of the approach equally needs to be developed. The Council will need to ensure good access for local residents to high quality and affordable care – which ensure good outcomes for older residents of the borough and their families – for the long term.

- 6.8.2 A factor is price and affordability for the Council. The average weekly cost of nursing when the Home was operating at full capacity (at approximately £1,400 p/w) was significantly higher than the average market rate for nursing care (at approximately £900 p/w). As demand and competition for beds increases the price of nursing care also increases. Haringey has seen prices grow by 13% since April 2014 and, interestingly, outside North Central London the costs of nursing packages average approximately £90 per week more than inside North Central London. This reflects national capacity pressures and competition with a broader range of commissioning authorities as well as the importance of local relationships in negotiating price.

- 6.8.3 In addition, there are increased costs from changes to the National Living Wage and National Insurance for example and, of equal concern, the difficulties in recruiting and retaining suitably qualified and trained staff are leading to wage inflation. At a regional level, the five North Central London Councils and CCGs are seeking to work with the sector to develop a sustainable approach to fees and to support workforce development whilst ensuring good value for money and promoting consistent commissioning practice between the given placing authorities.

- 6.8.4 There are also wider factors at play with regard to the uncertainties about the future funding model for adult social care at a national level and the impact of Brexit on the workforce.

- 6.8.5 Haringey is seeking a sustainable approach, which will deliver a fair cost of care and ensure that front line care workers work in environments that offer good terms and conditions, enable career progression and secure retention levels, whilst ensuring that services continue to offer value for money and can meet increasing demand.

## **6.9 Approach to delivery of care**

- 6.9.1 Starting from the premise that nursing care would be delivered on the site and that the Council would seek the best possible provider, skilled and experienced in delivering high quality nursing care, options for future delivery of care are also being explored. The overarching aim is for a long-term and sustainable solution to delivering the best outcomes for local residents in need of nursing care.
- 6.9.2 In summary, a partnership approach to future delivery is being explored which would be based on a public and not for profit sector model. Discussions are being held with a range of stakeholders including the NHS, registered providers, the third sector and local government about opportunities for collaboration around the delivery of care at OGNH in a future model. As part of this work, there is a commitment to workforce development including London Living Wage and skills development as elements of a sustainable long-term approach.

## **6.10 Financial situation**

- 6.10.1 A further factor to be taken into account in the background to the options appraisal, is the Council's financial position which is under extreme pressure both from a revenue and capital perspective. In light of this, and the considerable additional burden placed on budgets by the Home's care failings, consideration of all options has been required.
- 6.10.2 The set budget of the Home is £1m per annum but the Council is currently spending £2.5m per annum to support the running of the Home which has 7 residents. This is not in itself sustainable. The overspend is largely comprised of expenditure on supernumerary staff to support quality improvement, clinical practice and day to day operations at the Home. In addition, the Home is not receiving income it would have previously received from client contributions and CCG funding due to the low numbers of residents. The pause on the implementation of the closure plans led to a pause on the staff changes planned to reduce the establishment to better fit the number of residents currently in the Home.
- 6.10.3 Changes to the existing staff levels can be implemented, should the current pause on the implementation of the closure decision be lifted. On that basis, the actual cost of staffing required to maintain 7 residents in the current setting is £1.1m per annum and total costs including premises costs is £1.3m per annum – the financial impact therefore of further pausing staff changes in order to implement closure plans is £24k per week.

## **6.11 Conclusion**

- 6.11.1 In light of the above analysis, there is a need for the options appraisal to be considered from a number of perspectives and to seek to address a number of shortcomings in the current arrangements for nursing care delivery at the



Home in order to ensure older people in the borough are well served by local provision in the future.

6.11.2 In addition, in the context of established and increasing demand, there is a pressing need to grow capacity across the whole of North Central London and capitalise on opportunities to do this wherever they appear. No longer can Haringey rely on excess capacity in NCL to meet its demand as the number of nursing home beds continues to fall and all boroughs in NCL are experiencing higher demand. Out of NCL, there is increasing cross-authority competition for beds which creates an upward pressure on prices.

6.11.3 The proposed approach aims to develop a high quality provision to improve outcomes for local residents, to stem the reduction in capacity and to ensure stability in costs. The existing site however is demonstrably not fit for purpose and needs to be developed to better address future demand, whilst also mitigating the staffing and management issues that led to the previous decision to close the home under current management by the local authority.

## **7. Options Appraisal**

7.1 The options appraisal focused initially on four core elements of the future use of the site:

- a. the retention of the site – should the Council dispose of or retain the site?
- b. if retained, should the site be used for nursing care or alternative uses?
- c. the capacity of the site – if nursing care is to be delivered from the site in the future, is there an opportunity to increase nursing care capacity there?
- d. the nature of delivery – were the decision taken to increase nursing capacity there, how should the site be developed? And how should care be delivered in the long-term?

7.2 In order to guide and shape the appraisal, the Council has used a set of design principles which are being developed by the Co-Design Group which involves a range of stakeholders with an interest in the present and future development of the Home. These principles remain draft at this stage but have supported the appraisal of the different options (presented in detail below), and are intended to guide the whole programme of work to develop the home. Any feasibility study activity following the Cabinet decision in relation to this report will place these design principles at the forefront. Cabinet is being asked to consider and agree these design principles:

- The design of the home is geared towards meeting the current and future needs of Haringey residents
- A financially viable and sustainable future for the continuation of nursing care provision on the site

- Recognition of the benefits of outstanding design to flexible care delivery now and into the future
- Aspiration for outstanding provision
- 'An open home', which is outward facing and supports engagement with the wider community, and health & care partners
- Partner and community engagement in supporting OGNH to operate to the full benefit of residents and other older people
- Focus on working in ways which build relationships and start from people's strengths
- Increased access to the most enabling help even for those with high and complex needs

### **7.3 The Retention of the Site:**

With regard to the first element, the retention of the site, the Council considered two options: Dispose of the site; Retain the site.

7.3.1 In considering these options, the demand and capacity for a number of uses was considered as well the financial implications for the Council of disposal or retention. The Council would receive a capital receipt of approximately £1.6m were the site to be disposed of on the open market. This £1.6m is an average of low density capital receipt estimates (£1.1m) and high density capital receipt estimates (£2.1m) completed by the Council's property team. Such a disposal, however, would mean the Council's options for developing provision for nursing care or other pressing demand led services such as temporary accommodation or supported living in the borough, would be compromised. Whilst these options therefore have taken into account the demand and capacity issues with regard to nursing care, they have also considered the benefits to the Council of disposing of the site and of retaining the site for alternative uses, such as temporary accommodation or other forms of housing.

7.3.2 Moreover, if the Council were to explore other alternative sites for the construction of a nursing home in a different location, unless a site is found within Haringey it is likely that the capital outlay would be greater. DHCLG (Department of Housing, Communities and Local Government) analysis of land values across England highlights that Haringey has the least expensive land values per hectare than any of the other North Central London boroughs (£5.5m cheaper per hectare than the 2<sup>nd</sup> least expensive, Barnet).<sup>1</sup> Taking this point further, if the Council secures land with its neighbours in another North Central London borough, the cost of both securing land and developing the site may be greater as a result of the comparative land value of land outside of Haringey.

7.3.3 It is therefore proposed that the Council retain the site.

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<sup>1</sup> <https://www.gov.uk/government/publications/land-value-estimates-for-policy-appraisal-2015>

#### 7.4 The Use of the Site:

In comparing alternative uses of the site were the Council to retain it, the modelling demonstrates that nursing care has the greatest financial impact as it is the most expensive to deliver on a weekly basis. It is also more challenging to find adequate sites from which to deliver nursing care in the borough than sites from which to deliver other uses because of the overall space required, the need to be near public transport and the preference for a site located near a primary care centre. This also means, however, that unless the commissioning and financing model are clear the level of risk for the Council in retaining the site for nursing care are higher than the other options in this first stage.

7.4.1 It is therefore proposed that the site be used for nursing care.

#### 7.5 The Capacity of the Site:

Having reached these conclusions, the options appraisal then considered a range of different options for the capacity of nursing care on the site based on engagement with a broad range of partners and an initial options modelling report completed by the former architect Potter Raper in January 2017. From section 7.5.4 to 7.5.11 these options are summarised and modelled separately in order to compare revenue and capital implications and summarise savings/cost implications.

7.5.1 The options considered were:

- Option 1a – New build a) Progress with the closure of the home and once decanted, re-build the home into a 70-bedded unit set over 3 floors
- Option 1b – New build b) continue to pause closure and deliver a reduced capacity service on site for the 7 current residents, moving the current residents into a single wing away from planned demolition and construction works; in parallel build a new 70-bedded unit on site.
- Option 2a – Expansion of existing home a) Progress with the closure of the home and then expand the home once decanted into a 64-bedded unit via building an extension in the garden courtyard of the site and adding a 2<sup>nd</sup> floor to the existing building
- Option 2b – Expansion of the existing home b) continue to pause closure and deliver a reduced capacity service on site from a single wing for the 7 current residents; in parallel expand the home with residents in situ into a 64-bedded unit via building an extension in the garden courtyard of the site and adding a 2<sup>nd</sup> floor to the existing building
- Option 3 – Retain the building as is

7.5.2 The appraisal of each option looked at the following:

- The capital cost implications of each option.
- The revenue cost implications of each option – comparing the costs of provision being public-sector run and run by an external partner.
- The impact on existing residents.

- The impact on nursing care capacity.

7.5.3 At this stage, based on the financial options modelling below the preferred options for further feasibility and design and subject to approval by Cabinet, are options 1b and 2b

- Option 1a or 2a are the most viable in terms of securing the most value out of the site and allowing for the development of a well-designed nursing home which allows for a more manageable cost of care. Either of these options would involve a lower capital outlay than options 1b and 2b
- Option 2a and 2b would address some of the borough’s capacity issues for nursing care in borough; however, expanding on the current site would not address some of the design issues which contribute to a higher than average cost of care (specifically the size of and visibility within each wing).
- 1b and 2b would allow for existing residents to remain in situ, thereby reducing the level of disruption placed on existing residents. But this should be balanced against the impact of maintaining the home within a building site. These options would be contingent on residents potentially being moved within the home to a specific wing when building works start (2019) to allow for the remainder of the home to be closed and construction works to progress. These options have significant safeguarding and cost implications. First, safeguarding the wellbeing of fragile residents living on what would be in effect a building site for a period would be challenging and require careful planning and implementation. The same, although to a lesser degree would apply to staff employed at the Home. Second, these options would increase revenue costs to the Council because the Council would have to continue to employ a (reduced) staffing pool to continue to provide a service to the 7 residents.

7.5.4 Whilst there are the preferred options from a capacity perspective, there will need to be some flexibility on the final scope of the design as following the decision of Cabinet to pursue these, the Council will commission a detailed feasibility and design study to develop, in partnership with CQC, health and care partners and residents, a preferred final design for development.

7.5.5 Options have been modelled based on the capital outlay being fronted by the Council as a loan. The borrowing rates for local authorities are more advantageous to those available to private providers.

7.5.6 Option 1a – Build a 70 bed nursing home; demolish the existing building and redesign the site.

Summary	Progress with the closure of the home and once decanted, re-build the home into a 70-bedded unit set
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	over 3 floors
Timetable	Planning/Procurement/Scoping – completion by start of 2019/20  Build completion/service go-live – by start of 2022/23
Revenue Implications	In the period 2018/19 to 2022/23, gross costs of providing a total of 70 nursing placements, including those at OGNH, are modelled at £20.9m which represents a potential reduction of (£4.1m) against the costs of current provision.
Capital Implications	<ul style="list-style-type: none"> <li>• Feasibility study costs of £0.2m</li> <li>• Build costs of £6.7m (to be financed via borrowing)</li> <li>• £0.5m professional fees</li> <li>• £0.5m redundancy and pension costs</li> </ul>
Savings	From 2022/23, annual gross costs of providing a total of 70 nursing placements, including those at OGNH, are modelled at £3.9m which represents a reduction of (£0.8m) against the costs of current provision.
Risk/Benefits	<p>The principal issue with this option is that it would necessitate full closure of the home and moving the remaining 7 residents in alternative accommodation.</p> <p>In the short term this would however yield revenue savings to the Council, and allow the Council to rebuild the home in line with good design standards for nursing homes.</p> <p>This option would also be the most effective in the long-term in addressing the shortage of nursing care beds in Haringey.</p>
Overall Judgement	Not recommended

#### 7.5.7 Option 1b – Pause closure and run smaller care home for current 7-residents whilst rebuilding site into purpose-built 70-bedded unit

Summary	Continue to pause closure and deliver a reduced capacity service on site for the 7 current residents, moving the current residents into a single wing away from planned demolition and construction works; in parallel build a new 70-bedded unit on site.
Timetable	Planning/Procurement/Scoping – completion by start of 2019/20  Build completion/service go-live – by start of 2022/23
Revenue Implications	In the period 2018/19 to 2022/23, gross costs of providing a total of 70 nursing placements, including those at OGNH, are modelled at £23.1m which

	represents a potential reduction of (£1.8m) against the costs of current provision.
Capital Implications	<ul style="list-style-type: none"> <li>• Feasibility study costs of £0.2m</li> <li>• Build costs of £6.7m (to be financed via borrowing)</li> <li>• £0.5m professional fees</li> <li>• £0.5m redundancy and pension costs</li> </ul>
Savings	From 2022/23, annual gross costs of providing a total of 70 nursing placements, including those at OGNH, are modelled at £3.9m which represents a reduction of (£0.8m) against the costs of current provision.
Risk/Benefits	<p>This option would allow the existing residents to remain in situ if they so wish, whilst re-build works took place.</p> <p>A re-build would address the structural issues with the building and facilitate a reduction in the unit cost of care. Re-building the site also represents a strong opportunity to re-design the site to support good, community-facing care.</p> <p>There would be risks to be managed whilst construction work is undertaken with residents in situ. A full feasibility study would be needed to understand these risks in more detail. In practice, residents may be required to move from the current to the new unit during build completion/demolition.</p> <p>The principal issue with this option is the short-term financial pressure of keeping a smaller service open. The costs of keeping the home open for 7 residents, whilst representing a reduction on the current spend would still be relatively expensive compared to alternative provision in other care homes. The unit cost per week would be approximately £2,500pw for each resident in a reduced capacity 8-bedded unit.</p>
Overall Judgement	A recommended option

#### 7.5.8 Option 2a – Close home and then expand/refurbish unit into 64-bedded care home

Summary	Progress with the closure of the home and then refurbish and expand the home once decanted into a 64-bedded unit via building an extension in the garden courtyard of the site and adding a 2 <sup>nd</sup> floor to the existing building
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Timetable	<p>Planning/Procurement/Scoping – completion by start of 2019/20</p> <p>Build completion/service go-live – by start of 2021/22</p>
Revenue Implications	In the period 2018/19 to 2022/23, gross costs of providing a total of 70 nursing placements, including those at OGNH, are modelled at £21.2m which represents a potential reduction of (£3.7m) against the costs of current provision.
Capital Implications	<ul style="list-style-type: none"> <li>• Feasibility study costs of £0.2m</li> <li>• Build costs of £8.0m (to be financed via borrowing)</li> <li>• £0.8m professional fees</li> <li>• £0.5m redundancy and pension costs</li> </ul>
Savings	From 2022/23, annual gross costs of providing a total of 70 nursing placements, including those at OGNH, are modelled at £4.2m which represents a reduction of (£0.5m) against the costs of current provision.
Risk/benefits	<p>This option would significantly increase capacity on the site and therefore increase the number of Haringey nursing care beds available to residents in the future.</p> <p>However, the building has a number of outstanding design issues which affects its functioning as a nursing home and which could not be fully addressed. Whilst the home could be refurbished to add in an additional lift and widened doors; other issues with the design of the home (visibility, number of beds per wing, width of corridors etc.) cannot be addressed owing to the structural limitations of the building.</p> <p>As a result of the structural issues with the current building, any extension would maintain the structure (in terms of wing size) of the existing unit. This means that the cost of care at Osborne Grove would be continue to be higher than the average cost of other nursing homes in North Central London.</p>
Overall Judgement	Not recommended

7.5.9 Option 2b – Deliver a reduced capacity service for the remaining 7-residents, whilst simultaneously expanding the home to a 64-bedded unit.

Summary	Continue to pause closure and deliver a reduced capacity service on site from a single wing for the 7 current residents; in parallel refurbish and expand the home with residents in situ into a 64-bedded unit via building an extension in the garden courtyard of the site and adding a 2 <sup>nd</sup> floor to the existing building
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Timetable	<p>Planning/Procurement/Scoping – completion by start of 2019/20</p> <p>Build completion/service go-live – by start of 2021/22</p>
Revenue Implications	<p>In the period 2018/19 to 2022/23, gross costs of providing a total of 70 nursing placements, including those at OGNH, are modelled at £23.5m which represents a potential reduction of (£1.5m) against the costs of current provision.</p>
Capital Implications	<ul style="list-style-type: none"> <li>• Feasibility study costs of £0.2m</li> <li>• Build costs of £8.0m (to be financed via borrowing)</li> <li>• £0.7m professional fees</li> <li>• £0.5m redundancy and pension costs</li> </ul>
Savings	<p>From 2022/23, annual gross costs of providing a total of 70 nursing placements, including those at OGNH, are modelled at £4.2m which represents a reduction of (£0.5m) against the costs of current provision.</p>
Risk/benefits	<p>This option would significantly increase capacity on the site and therefore increase the number of Haringey nursing care beds available to residents in the future.</p> <p>Pursuing this option would also allow existing residents to continue living in the home, and reduce the revenue costs of staffing the home as is by adjusting staffing levels to reflect reduced occupancy.</p> <p>There would be risks to be managed whilst construction work is undertaken with residents in situ. A full feasibility study would be needed to understand these risks in more detail, but one mitigating action could be to move residents into one wing away from planned extension works.</p> <p>In the short-term, the revenue costs associated with supporting 32 residents (in and outside Osborne Grove) would increase because the costs of staffing an 7-bedded service at Osborne Grove would be relatively high.</p> <p>Moreover, as a result of the structural issues with the current building, any extension would maintain the structure (in terms of wing size) of the existing unit. This means that the cost of care at Osborne Grove could continue to be higher than the average cost of</p>



	other nursing homes in North Central London in the long-term.
Overall Judgement	A recommended option

## 7.5.10 Option 3 – Retain the building as is

Summary	Continue to pause closure and deliver a reduced capacity service on site from a single wing for the 7 current residents; in parallel refurbish the current building to address the design faults in the current premises.
Timetable	Planning/Procurement/Scoping – full completion of works by end of 2019/20
Revenue Implications	In the period 2018/19 to 2022/23, gross costs of providing a total of 70 nursing placements, including those at OGNH, are modelled at £24.9m
Capital Implications	Costs of the works necessary to improve the fabric of the existing building are estimated at approximately £1m
Savings	From 2022/23, annual gross costs of providing a total of 70 nursing placements, including those at OGNH, are modelled at £4.7m
Risk/benefits	<p>This option would not change the capacity on the site and would therefore not increase the number of Haringey nursing care beds available to residents in the future.</p> <p>The building has a number of outstanding design issues which affects its functioning as a nursing home and which could not be fully addressed. Whilst the home would be refurbished to add in an additional lift and widened doors, other issues with the design of the home (visibility, number of beds per wing, width of corridors etc.) would be more challenging to address owing to the structural limitations of the building.</p> <p>In this option, the cost of care at Osborne Grove would continue to be higher than the average cost of other nursing homes in North Central London as a 32 bed home is less economically viable than other, larger, homes.</p>

All the financial assumptions above will require further work and detailed modelling as part of the proposed feasibility studies.

7.5.11 The table below shows a summary of total estimated capital expenditure for each option:

option	2018/19 £m	2019/20 £m	2020/21 £m	2021/22 £m	2022/23 £m	total £m
1a	-	-	0.2	4.1	3.6	7.9
1b	-	-	0.2	4.1	3.6	7.9
2a	-	-	0.2	4.7	4.3	9.2
2b	-	-	0.2	4.7	4.3	9.2
3	-	1.0	-	-	-	-

## 7.6 The Delivery Model:

The fourth element of the options appraisal, the delivery model – for both development of the site and long term provision of care – remains under consideration. As in other scenarios where the Council is commissioning activity, only providers rated good or outstanding by the Care Quality Commission would be considered a potential partner for the development of the site and the delivery of the care provision. Regardless of the delivery model agreed, any commissioning arrangement will stipulate that the provider is required to provide a service to local authority-funded and CCG-funded residents.

- 7.7 The options appraisal considered the potential benefits of in-house provision as well as seeking evidence of Haringey's current capability to deliver an effective and high quality provision.
- 7.8 It is recognised that in-house provision does have the potential to increase the Council's control over the development of the site and of the service delivery, over access to beds and over important factors such as the establishment's admissions policy for example. It also has inherent workforce benefits by giving employees public sector rates of pay and associated protections including established support from trade unions, a focus on health, safety and wellbeing at work, a drive to reduce inequalities in the workplace and opportunities for career progression in a framework of equal opportunity. The provision itself should be developed in the spirit of a public sector ethos which focuses on person-centred care and values of public service. Whilst in the past financial constraints and the need to remain cost neutral have not been issues in in-house provision, it is fair to note that the increasing pressures on local government budgets mean that provisions must be able to operate within budget and there is limited scope to take risks on cost increases.
- 7.9 In terms of Haringey's capability to develop out a site for nursing care, it is noted that specialist skills are required to develop out a site for nursing care. This is not expertise or capability which the Council currently has in-house and it would in any event need to commission additional, specialist, external expertise at a considerable level and at considerable cost to support officers.
- 7.10 In terms of Haringey's capability to deliver an effective in-house nursing home provision, it needs to be recognised that Haringey is the only local authority in the country to run a

nursing home directly. Nursing care is not primarily a social care provision – it requires clinical leadership from medical and nursing consultants and service input due to the medical, and often complex, needs of residents. The Council does not run any other nursing or indeed residential care homes or clinical services in-house, and subsequently does not have the requisite clinical leadership to effectively manage a nursing or residential home in the long-term. It is particularly hard for the Council to manage a nursing home within a very small direct services portfolio where there is limited capacity to manage issues across a range of provider services. This means that currently, where issues arise in the safety and quality of clinical practice, the Council has to draw on additional expertise externally at extra cost, effectively commissioning these resources, which reduces the benefits of having direct service control and renders the existing model unsustainable in the current financial climate.

- 7.11 Options for the future of Osborne Grove have been shared with UNISON, and the revised options appraisal will also be shared. UNISON have expressed reservations about any option where the Council does not directly provide the care on the grounds of concerns with the quality of voluntary, private or not for profit sector services. However, as noted above, the Council commissions new activity only with providers rated good or outstanding by the CQC. The service as delivered in-house is currently rated 'requires improvement'. All the suppliers that the Council has engaged with in developing the options appraisal are either rated 'Good' or 'Outstanding' by the Care Quality Commission and this would be set as a requirement in any procurement exercise.
- 7.12 In terms of the market, and as noted in section 6 above, the market for social care is not robust and it is facing a number of issues both locally and nationally which affect both capacity and quality. The workforce and capacity issues which affect local authority provision do to varying degrees affect the wider market.
- 7.13 The Council has a heavy reliance on the external provider market for care and values the significant contribution it makes to ensuring the wellbeing and safety of local residents. In light of this, the Council is now keen to ensure that a long-term and sustainable approach is developed which supports a new model taking into account some of the longer term pressures on workforce and capacity.
- 7.14 In early 2017, soft market testing was conducted with a number of care organisations in the voluntary and not for profit sectors, and with local businesses and enterprises operating in Haringey and North London as well as with the NHS and other local authorities. It is clear that there is significant interest amongst these organisations in the future of Osborne Grove and that potential providers and partners have a preference for being involved in the project from inception. This is in order for them to be part of designing the site in accordance with their approach to care and to ensure the efficient delivery of care at the provision for the longer term.
- 7.15 In summary therefore, it is not considered that the Council, alone and as currently organised, has either the specialist expertise to develop out a site for the provision of a nursing care home or the capability to provide the clinical leadership and oversight required to deliver a high quality nursing care home service. A partnership approach

bringing together the NHS, the not for profit sector and neighbouring local authorities offers a new model with long-term benefits built on a wide range of skills and expertise.

7.16 The benefits of adopting a model whereby both the development of the site and the management of the home are developed together and in partnership are considered to be therefore:

- Osborne Grove would be developed from the outset by a partnership with a track record and expertise in developing reliable and high quality buildings for the provision of care, recognising the design elements critical to the delivery of high quality care
- Osborne Grove would be managed through a partnership focused around direct delivery of care services, notably nursing care services, bringing in expertise to the borough
- The Council would benefit from the infrastructure and resources provided by a partnership, including a provider with a track record of delivering nursing care to respond to quality and delivery issues
- Leadership and management of delivery would be carried out through a partnership with expertise and a track record in developing sites for the delivery of nursing and of social care and with a track record in that delivery
- A partnership approach would ensure the expertise of those with experience of delivering more innovative models of care would be brought to Haringey, bringing in learning and expertise from key players across the public and not for profit sectors
- There would be opportunities to commission for outcomes and to deliver wider community and social benefits

7.17 There is more work to be carried out on the delivery model with partners including the NHS and neighbouring authorities.

## **8. Contribution to strategic outcomes**

8.1 The Corporate Plan, Building a Stronger Haringey Together, sets out the vision and priorities for the Council. Its underpinning principles of empowering communities to enable people to do more for themselves and enabling all adults to lead healthy, long and fulfilling lives align well with the proposals for changes to the current meals on wheels offer as set out for consultation in this paper.

## **9. Statutory Officers comments (Chief Finance Officer, Procurement, Assistant Director of Corporate Governance, Equalities).**

### **9.1 Comments of the Chief Finance Officer**

9.1.1 This proposal is presented to members to consider four alternative options from the current delivery model at Osbourne Grove Nursing Home. Two of the options are proposals for a new build 70 bed provision with the other two proposals for an expansion of the current building to the 64-bed option. Presently the costings provided are indicative, pending further direction.

- 9.1.2 All options have capital and revenue expenditure implications and whilst the modelling options are based on sound assumptions, it is probable that they will need to be refined further once direction is given and therefore subject to greater scrutiny.
- 9.1.3 However, all assumptions are calculated on a consistent basis to allow for a true cost comparison of each option and the tables in the report reflect those costs from 2018/19 to 2022/23.
- 9.1.4 It should be noted, that no options are currently included in the medium term financial strategy or the capital programme. Therefore, whichever option is ultimately chosen, the financial implications will need to be included.

## **9.2 Procurement – Head of Procurement**

- 9.2.1 Strategic Procurement notes the contents of this report and is supportive of an approach whereby the Council retains and enhances its assets in this sector. Market conditions in this sector are particularly challenging; therefore a solution whereby the Council increases its portfolio of assets in this area, will assist in securing long term sustainability as demand in this area increases.
- 9.2.2 Depending upon the decision taken by Cabinet in respect of the preferred option, Strategic Procurement will provide the necessary support (if required) in relation to procuring external service providers or seeking alternate placements for any displaced residents.

## **9.3 Assistant Director of Corporate Governance**

- 9.3.1 Cabinet is being asked to make a decision on options for the future provision of residential and nursing care at the OGNH site. The options are on the premise that: a) the design of the current building is unsuitable for residents; b) there is an increased need and demand for nursing care beds; c) there are historical and current concerns about the quality of provision at the home and consequently the safety and wellbeing of residents; and d) there is a pressing need to grow capacity and develop a high quality provision locally. The options include demolishing the current building for a new built or an expansion/refurbishment of the current building with existing residents in situ. The options including those recommended are within the legal powers of the Council in the discharge of its social services functions under the Care Act 2014.
- 9.3.2 Section 1 of the Care Act 2014 (*Promoting individual well-being*) requires the Council when exercising its care and support functions in respect of an individual, to promote the individual's wellbeing. "Well-being", in relation to an individual, means that individual's (a) personal dignity (including treatment of the individual with respect); (b) physical and mental health and emotional wellbeing; (c) protection from abuse and neglect; (d) control by the individual over day-to-day life (including over care and support, or support, provided to the individual and the way in which it is provided); (e) participation in work, education, training or recreation; (f) social and economic well-being; (g) domestic, family and personal relationships; (h) suitability of living accommodation; and (i) the individual's contribution to society.

- 9.3.3 In exercising its care and support function in the case of an individual, the Council must have regard to, amongst others, a) the individual's views, wishes, feelings and beliefs; b) the importance of preventing or delaying the development of needs for care and support or needs for support and the importance of reducing needs of either kind that already exist; c) the importance of the individual participating as fully as possible in decisions relating to the care and support and being provided with the information and support necessary to enable the individual to participate; d) the need to protect people from abuse and neglect; and (h) the need to ensure that any restriction on the individual's rights or freedom of action is kept to the minimum necessary. The Department of Health has issued statutory guidance under the Care Act 2014 named Care and Support Statutory Guidance which the Council must have regard to in exercising its function under the Act. The guidance at Paragraph 1.13 provides that *“Although the wellbeing principle applies specifically when the local authority performs an activity or task, or makes a decision, in relation to a person, the principle should also be considered by the local authority when it undertakes broader, strategic functions, such as planning, which are not in relation to one individual. As such, wellbeing should be seen as the common theme around which care and support is built at local and national level.”*
- 9.3.4 Section 5 of the Act (*Promoting diversity and quality in provision of services*) requires the Council to promote an efficient and effective market in services for meeting care and support needs with a view to ensuring service users (a) has a variety of providers and services to choose from; (b) has a variety of high quality services to choose from; and (c) has sufficient information to make an informed decision about how to meet the needs in question. In performing this duty, the Council must have regards to, amongst others, the need to ensure it is aware of current and likely future demand for such services and how it could be met; and the importance of ensuring the sustainability of the market. This is often referred to as the duty to facilitate and shape the market for care and support.
- 9.3.5 The Guidance provides that *“4.2. The Care Act places new duties on local authorities to facilitate and shape their market for adult care and support as a whole, so that it meets the needs of all people in their area who need care and support, whether arranged or funded by the state, by the individual themselves, or in other ways. The ambition is for local authorities to influence and drive the pace of change for their whole market, leading to a sustainable and diverse range of care and support providers, continuously improving quality and choice, and delivering better, innovative and cost-effective outcomes that promote the wellbeing of people who need care and support.”*
- 9.3.6 The Council must ensure that there is sufficiency of provision *“in terms of both capacity and capability – to meet anticipated needs for all people in their area needing care and support – regardless of how they are funded”* (Paragraph 4.43 of the Guidance).
- 9.3.7 When an adult is found to have care and support needs following a needs assessment under section 9 of the Act (or in the case of a carer, support needs following a carer's assessment under section 10), the Council must determine whether those needs are at a level sufficient to meet the “eligibility criteria” under section 13 of the Act. Sections 18 and 20 of the Act set out the duty of Council to meet those adult's needs for care and support and those carer's needs for support which meet the eligibility criteria. For residents at the

Home or affected by the options, the Council must continue to meet their eligible needs and promote their wellbeing.

- 9.3.8 Section 42 of the Act (*Enquiry by local authority*) places a duty on the Council to make enquiries, or to ask others to make enquiries, where they reasonably suspect that an adult in its area is at risk of neglect or abuse, including financial abuse. The purpose of the enquiry is to establish with the individual and/or their representatives, what, if any, action is required in relation to the situation; and to establish who should take such action. This safeguarding duty apply to an adult who: a) has needs for care and support; b) is experiencing, or at risk of, abuse or neglect; and c) as a result of those care and support needs is unable to protect themselves from either the risk of, or the experience of abuse or neglect. This duty apply to residents at the Home and where there is a risk of harm from the construction works. The Council also owe a common law duty of care to residents in situ during construction works not to cause them harm or injury.
- 9.3.9 The residents should decide whether to remain at the Home during the construction works. Where it appears that residents lack mental capacity to make such decision, a mental capacity assessment must be undertaken and in accordance with the Mental Capacity Act (MCA) 2005 and the Mental Capacity Act Code of Practice. If a resident lacks capacity to make the decision to remain in situ, the decision made for or on behalf of the resident must be in her best interest (Section 1 MCA). In determining what is in the resident best interest, all the relevant circumstances must be considered, including the resident's past and present wishes and feelings, beliefs and values and the views of other people who are close to the resident (Section 4 MCA). Where there are disputes about whether the decision is in the best interest of the resident, the case can be referred to the Court of Protection for a best interest welfare decision.
- 9.3.10 Options 1b and 2b recommended to be taken forward requires the Home to be kept opened for current residents only during the constructions works for the new or refurbished building. This is fundamentally different from the proposals initially consulted upon. Fairness demands that the residents and stakeholders be consulted on the preferred option following the outcome of the detailed design and feasibility work and before a final decision is made by Cabinet.
- 9.3.11 As part of its decision making process on the options, the Council must have "due regard" to its equalities duties. Under Section 149 Equality Act 2010, the Council in exercise of its adult care and support functions, must have "due regard" to the need to eliminate unlawful discrimination, advance equality of opportunity between persons who share a protected characteristic and those who do not, foster good relations between persons who share a relevant protected characteristic and persons who do not share it in order to tackle prejudice and promote understanding. The protected characteristics are age, gender reassignment, disability, pregnancy and maternity, race, religion or belief, sex and sexual orientation. The Council is required to give serious, substantive and advance consideration of the what (if any) the options would have on the protected group and what mitigating factors can be put in place. This exercise must be carried out with rigour and an open mind and should not be a mere form of box ticking. These are mandatory consideration. In line with its equalities duties, the Council have undertaken an Equality Impact Assessments

(EQIA) of the options on the protected groups and are set out in Appendix 1 and at section 9.4 of the report together with the steps to mitigate the impact of the proposals.

## 9.4 Equality

9.4.1 The Council has a public sector equality duty under the Equalities Act (2010) to have due regard to:

- Tackle discrimination and victimisation of persons that share the characteristics protected under S4 of the Act. These include the characteristics of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex (formerly gender) and sexual orientation;
- Advance equality of opportunity between people who share those protected characteristics and people who do not;
- Foster good relations between people who share those characteristics and people who do not.

9.4.2 An Equality Impact Assessment (EqIA) has been carried out and is set out at Appendix 1. The EqIA recognises that any decision to increase nursing capacity for Haringey residents will have a long term positive impact by increasing the availability of nursing provision in-borough and thereby reducing the number of people placed out of borough. It is noted that, in the short-term, the preferred option would reduce capacity at OGNH for a period of up to 3 years. Whilst the impact of this can only be mitigated to some extent, the future benefits of additional local capacity are felt to override any negative impact. The increased nursing care capacity at the end of the build period, however, will have a net positive impact on supply and therefore will benefit local residents in the long term.

9.4.3 The preferred options are to be the subject of detailed feasibility work to consider the impact on residents remaining in situ during construction works. Also, consultation with residents and stakeholders on the final preferred option. These tasks would further inform the equalities impact and any mitigating actions.

9.4.4 Overall, seeking to increase the supply of available nursing care in Haringey will have a positive impact on older people, women and people with age-related disabilities who disproportionately access these services.

## 10. Use of Appendices

10.1 Appendix 1: Equality Impact Assessment

## 11. Background Reports

11.1 [Link to 12<sup>th</sup> December 2017 Cabinet decision on Osborne Grove and EQIA: https://www.minutes.haringey.gov.uk/ieListDocuments.aspx?CId=118&MIId=8292&Ver=4](https://www.minutes.haringey.gov.uk/ieListDocuments.aspx?CId=118&MIId=8292&Ver=4)



**12. Local Government (Access to Information) Act 1995**

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## EQUALITY IMPACT ASSESSMENT

The **Equality Act 2010** places a '**General Duty**' on all public bodies to have '**due regard**' to the need to:

- Eliminating discrimination, harassment and victimisation and any other conduct prohibited under the Act
- Advancing equality of opportunity for those with 'protected characteristics' and those without them
- Fostering good relations between those with 'protected characteristics' and those without them.

In addition the Council complies with the Marriage (same sex couples) Act 2013.

### Stage 1 – Screening

Please complete the equalities screening form. If screening identifies that your proposal is likely to impact on protected characteristics, please proceed to stage 2 and complete a full Equality Impact Assessment (EqIA).

### Stage 2 – Full Equality Impact Assessment

An EqIA provides evidence for meeting the Council's commitment to equality and the responsibilities under the Public Sector Equality Duty.

**When an EqIA has been undertaken, it should be submitted as an attachment/appendix to the final decision making report. This is so the decision maker (e.g. Cabinet, Committee, senior leader) can use the EqIA to help inform their final decision. The EqIA once submitted will become a public document, published alongside the minutes and record of the decision.**

Please read the Council's Equality Impact Assessment Guidance before beginning the EqIA process.

#### 1. Responsibility for the Equality Impact Assessment

<b>Name of proposal</b>	Osborne Grove Nursing Home development
<b>Service area</b>	Adult Social Care
<b>Officer completing assessment</b>	Sam Jacobson
<b>Equalities/ HR Advisor</b>	Hugh Smith
<b>Cabinet meeting date (if applicable)</b>	June 2018
<b>Director/Assistant Director</b>	Charlotte Pomery

#### 2. Summary of the proposal

*Please outline in no more than 3 paragraphs*

- The proposal which is being assessed*
- The key stakeholders who may be affected by the policy or proposal*
- The decision-making route being taken*

Osborne Grove Nursing Home (OGNH) currently provides nursing care for 7 people over 65 in Haringey. The overall capacity of the home is 32-units.

On 12<sup>th</sup> December 2017 Cabinet agreed to the closure of the home following a public consultation. A separate EQIA was produced for that decision. It is available here: <http://minutes.harinet.haringey.gov.uk/documents/g8292/Public%20reports%20pack%2012th-Dec-2017%2018.30%20Cabinet.pdf?T=10> .

The Council is considering a number of options set out in an options appraisal for Cabinet on the future use of the Osborne Grove site. The preferred option recommended to Cabinet is to undertake a feasibility study against two options, to expand the site to a 64 bedded unit, or re-build into a 70-bedded unit, in both cases whilst maintaining the remaining 7 residents in situ. Each option would increase the supply of beds available in the borough and will create nursing placements fit to meet the increasingly complex needs of service users. During the building stage of the new nursing home - projected to last 3 years – there will be a temporary reduction in the supply of nursing home beds in the borough, with only the current 7 residents able to remain in situ. The proposal will affect current residents and the future recipients of nursing care in Haringey. This first stage EQIA explores the potential impacts of the recommended options as there is a need for further information to be gathered through feasibility and consultation.

**3. What data will you use to inform your assessment of the impact of the proposal on protected groups of service users and/or staff?**

*Identify the main sources of evidence, both quantitative and qualitative, that supports your analysis. Please include any gaps and how you will address these*

*This could include, for example, data on the Council's workforce, equalities profile of service users, recent surveys, research, results of relevant consultations, Haringey Borough Profile, Haringey Joint Strategic Needs Assessment and any other sources of relevant information, local, regional or national. For restructures, please complete the restructure EqIA which is available on the HR pages.*

Protected group	Service users	Staff
Sex	Service data JSNA <a href="http://www.haringey.gov.uk/social-care-and-health/health/joint-strategic-needs-assessment-jsna">http://www.haringey.gov.uk/social-care-and-health/health/joint-strategic-needs-assessment-jsna</a>	N/A
Gender Reassignment	Data not held	N/A
Age	Service data JSNA <a href="http://www.haringey.gov.uk/social-care-and-health/health/joint-strategic-needs-assessment-jsna">http://www.haringey.gov.uk/social-care-and-health/health/joint-strategic-needs-assessment-jsna</a>	N/A
Disability	Service data JSNA <a href="http://www.haringey.gov.uk/social-care-and-health/health/joint-strategic-needs-assessment-jsna">http://www.haringey.gov.uk/social-care-and-health/health/joint-strategic-needs-assessment-jsna</a>	N/A
Race & Ethnicity	Service data JSNA <a href="http://www.haringey.gov.uk/social-care-and-health/health/joint-strategic-needs-assessment-jsna">http://www.haringey.gov.uk/social-care-and-health/health/joint-strategic-needs-assessment-jsna</a>	N/A
Sexual Orientation	Data not held. ONS	N/A
Religion or Belief (or No Belief)	Service data JSNA <a href="http://www.haringey.gov.uk/social-care-and-health/health/joint-strategic-needs-assessment-jsna">http://www.haringey.gov.uk/social-care-and-health/health/joint-strategic-needs-assessment-jsna</a>	N/A
Pregnancy & Maternity	Data not held	N/A
Marriage and Civil Partnership	Data not held	N/A

**Outline the key findings of your data analysis. Which groups are disproportionately affected by the proposal? How does this compare with the impact on wider service users and/or the borough's demographic profile? Have any inequalities been identified?**

*Explain how you will overcome this within the proposal.*

*Further information on how to do data analysis can be found in the guidance.*

Protected Characteristic	% Service Users in Nursing Placements in Borough	% population in Haringey
Sex	62% female; 38% male	49.9% Female; 51.1%

		Male
Gender Reassignment	Data not held	
Age	88% over 65; 12% under 65;	9.21% 65+
Disability	68% Physical Disability; 20% Dementia; 10% Mental Health Condition; 2% other We expect an increase in people with age related disabilities	
Sexual Orientation	Data not held	3.7% of Haringey's population are lesbian, gay or bisexual (LGB), which is the 15 <sup>th</sup> largest LGB community in the country.
Race & Ethnicity	61% White; 21% Black/Black African; 6% Asian/Asian British; 8% Other	57.7% White British/Other; 18.7% Black British/African/Caribbean; 9.5% Asian/Asian British
Pregnancy and Maternity	N/A	N/A
Marriage and Civil Partnership	Data not held	

This decision is regarding options for future use of the Osborne Grove site and the impact of the preferred option on the supply of nursing care in the borough and also the impact on current residents. Both options are to be the subject of detailed feasibility and design work as well as consultation with residents and other stakeholders. Each option entails those of the current residents (7) who wish to stay in the Home, being able to do so. During the building stage of any new nursing home - projected to last 3 years – there will be a temporary reduction in the supply of nursing home beds in the borough. When the new home has been built and opened, there will be more nursing beds available than currently and therefore there will be an overall increase in the supply of nursing home beds in the borough.

As indicated in the table above, nursing care is predominantly commissioned for older people (over 65's) and people with age or health related disabilities. As life expectancy for women is higher than that for men, we are likely to continue to see a higher proportion of women than men accessing nursing care into the future.

The recommended options increase the supply of nursing beds in the long term which will help meet the increased demand for older people's services in the future and will benefit people with protected characteristics. Either option will also ensure that the new build nursing home is more suitable than the current provision for people with complex disabilities and conditions such as dementia. There are a number of problems with the existing nursing home which make it less suitable to support the provision of nursing care, including a lack of appropriately sized lifts, a lack of en-suite wet rooms, insufficient large doors, blind-spots and fire safety concerns: further detail on these are outlined in the cabinet report in section 6.2.

The recommended options of residents in situ during construction work will affect more residents over 65, women and those suffering from a disability.

**4. a) How will consultation and/or engagement inform your assessment of the impact of the proposal on protected groups of residents, service users and/or staff?**

*Please outline which groups you may target and how you will have targeted them*

Further information on consultation is contained within accompanying EqIA guidance

As noted, detailed feasibility and design work is due to be carried out with regard to two options, both of which involve current residents (7) remaining in situ. This work will be carried out with the Co-Design Reference Group, which involves a range of stakeholders including family members, the Chair of the Older People’s Reference Group, the Chair of HealthWatch, ward councillors, Trade Unions and the Lead Member for Adults and Health, in order to ensure it is a rich process which incorporates a variety of perspectives. The Group will also consider the impact of either option on protected groups in the borough.

Alongside the work of the Co-Design Reference Group, there will be engagement with a wider range of stakeholders over the coming months and before any report is brought back to Cabinet in the Autumn of 2018.

Following the selection of the preferred option, there will be consultation with residents and families directly affected by the proposal.

**4. b) Outline the key findings of your consultation / engagement activities once completed, particularly in terms of how this relates to groups that share the protected characteristics**

*Explain how will the consultation’s findings will shape and inform your proposal and the decision making process, and any modifications made?*

The input of potential users, families and local residents to the detailed design and service model proposals for delivery of care at the home will be important to ensuring that their needs and outcomes are met through the proposals.

To date, the Co-Design Reference Group has worked on a set of design principles to guide the future approach. Their views have already informed the selection of the two preferred options and they are actively engaged in discussions about the model of care for the future. The draft design principles can be summarised as:

- The design of the home is geared flexibly towards meeting the current and future needs of Haringey residents
- A financially viable and sustainable future for the continuation of nursing care provision on the site
- Recognition of the benefits of outstanding design to flexible care delivery now and

into the future

- Aspiration for outstanding provision
- ‘An open home’, which is outward facing and supports engagement with the wider community, and health & care partners
- Partner and community engagement in supporting OGNH to operate to the full benefit of residents and other older people
- Focus on working in ways which build relationships and start from people’s strengths
- Increased access to the most enabling help even for those with high and complex needs

**5. What is the likely impact of the proposal on groups of service users and/or staff that share the protected characteristics?**

*Please explain the likely differential impact on each of the 9 equality strands, whether positive or negative. Where it is anticipated there will be no impact from the proposal, please outline the evidence that supports this conclusion.*

Further information on assessing impact on different groups is contained within accompanying EqIA guidance

**1. Sex**

Women are overrepresented among service users. The long-term impact of this option would be positive as it will increase the supply of nursing beds in Haringey and will ensure these nursing beds are fit for purpose. The majority of recipients of nursing care are female due to the higher life expectancy of women. This option would increase in-borough nursing capacity, allowing service users to remain close to their support networks and helping to meet expected increased demand due to an ageing population.

In the short term, developing a new unit will lead to a period of three years where no additional nursing provision will be delivered on site beyond the existing provision to the 7 residents currently living in the home who will be able to remain. There will be no new provision for prospective residents. This will limit the availability of in-borough nursing placements in the short-term. However, the Council will seek to mitigate this by endeavouring to make placements either in Haringey or neighbouring boroughs during this period, including the introduction of block booking of available beds in the borough to boost the supply

In addition, those of the current residents who choose to remain in the Home throughout the period of development works will be living in a potentially unsettling environment once construction gets underway. There will be a need to ensure that their wellbeing can be safeguarded during the construction period.

Positive	X	Negative	X	Neutral impact		Unknown Impact	
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**2. Gender reassignment**

Data is unavailable on the number of service users who have undergone gender reassignment. The council and any providers will comply with standard Equality Act requirements in order to ensure that all service users receive equal access to nursing care placements and to prevent any discrimination based on this protected characteristic.

Positive		Negative		Neutral impact		Unknown Impact	X
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**3. Age**

People aged 65+ are overrepresented among service users. The long-term impact of this option would be positive as it will increase the supply of nursing beds in Haringey and will ensure these nursing beds are fit for purpose. The majority of recipients of nursing care are over 65. This option would increase in-borough nursing capacity, allowing service users to remain close to their support networks.

In the short term, developing a new unit will lead to a period of three years where no additional nursing provision will be delivered on site beyond the existing provision to the 7 currently living in the home who will be able to remain. There will be no new provision for prospective residents. This will limit the availability of in-borough nursing placements in the short-term. However, the Council will seek to mitigate this by endeavouring to make placements either in Haringey or neighbouring boroughs during this period, including the introduction of block booking of available beds in the borough to boost the supply

In addition, those of the current residents who choose to remain in the Home throughout the period of development works will be living in a potentially unsettling environment once construction gets underway. There will be a need to ensure that their wellbeing can be safeguarded during the construction period.

Positive	X	Negative	X	Neutral impact		Unknown Impact	
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**4. Disability**

People with disabilities are overrepresented among service users. The long-term impact of this option would be positive as it will increase the supply of nursing beds in Haringey and will ensure these nursing beds are fit for purpose. A high proportion of recipients of nursing care have a physical or neurological disability. This option will increase in-borough nursing capacity - allowing service users to remain close to their support networks; will provide nursing capacity that better meets the needs of people with complex disabilities; and will future proof for age related disabilities, such as dementia.

In the short term, developing a new unit will lead to a period of three years where no additional nursing provision will be delivered on site for beyond the existing provision to the 7 residents currently living in the home who will be able to remain. There will be no new provision for prospective residents. This will limit the availability of in-borough nursing

placements in the short-term. However, the Council will see to mitigate this by endeavouring to make placements either in Haringey or neighbouring boroughs during this period, including the introduction of block booking of available beds in the borough to boost the supply

In addition, those of the current residents who choose to remain in the Home throughout the period of development works will be living in a potentially unsettling environment once construction gets underway. There will be a need to ensure that their wellbeing can be safeguarded during the construction period.

Positive	X	Negative	X	Neutral impact		Unknown Impact	
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### 5. Race and ethnicity

The long-term impact of this option would be positive. A high proportion of recipients of nursing care in Haringey are Black/African/Caribbean and this option would increase Haringey’s ability to place these clients within borough, close to service users’ support networks.

In the short term, developing a new unit will lead to a period of three years where no additional nursing provision will be delivered on site beyond the existing provision to the 7 residents currently living in the home who will be able to remain. There will be no new provision for prospective residents. This will limit the availability of in-borough nursing placements in the short-term. However, the Council will see to mitigate this by endeavouring to make placements either in Haringey or neighbouring boroughs during this period, including the introduction of block booking of available beds in the borough to boost the supply

In addition, those of the current residents who choose to remain in the Home throughout the period of development works will be living in a potentially unsettling environment once construction gets underway. There will be a need to ensure that their wellbeing can be safeguarded during the construction period.

Positive	X	Negative	X	Neutral impact		Unknown Impact	
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### 6. Sexual orientation

Data is unavailable on the number of service users who have undergone gender reassignment. However, the ONS estimates that 3.7% of Haringey’s population are lesbian, gay or bisexual (LGB), which is the 15<sup>th</sup> largest LGB community in the country. Any resident that is in a same sex relationship will be treated the same as if they were heterosexual. The council and any providers will comply with standard Equality Act requirements in order to ensure that all service users receive equal access to nursing care placements and to prevent any discrimination based on this protected characteristic.

Positive		Negative		Neutral impact		Unknown Impact	X
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**7. Religion or belief (or no belief)**

We are not expecting disproportionate impact on this group. The council and any providers will comply with standard Equality Act requirements in order to ensure that all service users receive equal access to nursing care placements and to prevent any discrimination based on this protected characteristic.

Positive		Negative		Neutral impact	X	Unknown Impact	
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**8. Pregnancy and maternity**

N/A

Positive		Negative		Neutral impact	X	Unknown Impact	
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**9. Marriage and Civil Partnership**

Data is unavailable on the number of service users who are in a civil partnership. Any resident that is in a civil partnership will be treated the same as if they were married. The council and any providers will comply with standard Equality Act requirements in order to ensure that all service users receive equal access to nursing care placements and to prevent any discrimination based on this protected characteristic.

Positive		Negative		Neutral impact	X	Unknown Impact	
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**Outline the overall impact of the policy for the Public Sector Equality Duty:**

- **Could the proposal result in any direct/indirect discrimination for any group that shares the protected characteristics?**
- **Will the proposal help to advance equality of opportunity between groups who share a protected characteristic and those who do not?**

**This includes:**

- a) **Remove or minimise disadvantage suffered by persons protected under the Equality Act**
  - b) **Take steps to meet the needs of persons protected under the Equality Act that are different from the needs of other groups**
  - c) **Encourage persons protected under the Equality Act to participate in public life or in any other activity in which participation by such persons is disproportionately low**
- **Will the proposal help to foster good relations between groups who share a protected characteristic and those who do not?**

Any decision to increase nursing capacity for Haringey clients in borough will have a long term positive impact on this client group by increasing the availability of nursing provision in-borough, reducing the proportion of Haringey clients that have to be placed out of borough and benefiting users and their families and networks.

In the short-term, the preferred option would reduce capacity at OGNH for a 3 year period. Mitigating actions will be taken to ensure that the wellbeing of those current residents electing to remain in the Home is safeguarded, despite the construction works.

In the longer term, there will be actions to ensure future nursing care recipients are afforded as much choice as possible within Haringey or neighbouring boroughs, such as through block booking nursing beds to ensure that supply within the borough is available to residents living within the borough. The increased nursing care capacity at the end of the build period, however, will have a net positive impact on supply and therefore will benefit local residents in the long term.

#### 6. a) What changes if any do you plan to make to your proposal as a result of the Equality Impact Assessment?

Further information on responding to identified impacts is contained within accompanying EqlA guidance

Outcome	Y/N
<b>No major change to the proposal:</b> the EqlA demonstrates the proposal is robust and there is no potential for discrimination or adverse impact. All opportunities to promote equality have been taken. <u>If you have found any inequalities or negative impacts that you are unable to mitigate, please provide a compelling reason below why you are unable to mitigate them.</u>	Y
<b>Adjust the proposal:</b> the EqlA identifies potential problems or missed opportunities. Adjust the proposal to remove barriers or better promote equality. Clearly <u>set out below</u> the key adjustments you plan to make to the policy. If there are any adverse impacts you cannot mitigate, please provide a compelling reason below	N
<b>Stop and remove the proposal:</b> the proposal shows actual or potential avoidable adverse impacts on different protected characteristics. The decision maker must not make this decision.	N

#### 6 b) Summarise the specific actions you plan to take to remove or mitigate any actual or potential negative impact and to further the aims of the Equality Duty

Impact and which protected characteristics are impacted?	Action	Lead officer	Timescale
	Haringey Council will	Charlotte	2018/19 –

<p>The preferred option in the cabinet report, to run a reduced service on site for the remaining 7 residents whilst either expanding the site into a 64 bedded unit or re-building a 70 bedded unit, will lead to a period of up to 3 years where capacity on site is reduced. This will impact on older people, mostly women, and people with disabilities disproportionately as the Council may need to secure provision out of borough. It will however ensure that existing residents can remain in situ. Also, the same group will be disproportionately affected if they remain in situ.</p>	<p>continue to endeavour to place residents in Haringey or within neighbouring boroughs through proactive engagement with providers to secure placements.</p> <p>Haringey Council will also be seeking to establish block contracts with care homes in Haringey and within neighbouring boroughs to secure beds for use by Haringey residents. This will help to mitigate the impact of the short-term loss of supply in Haringey.</p> <p>There is to be a feasibility work which would amongst other matters consider the impact of residents remaining in situ. Also, consultation with residents and stakeholders on the preferred option. This would further inform the equalities impact and any mitigating actions.</p>	Pomery	2021/22
<p><b>Please outline any areas you have identified where negative impacts will happen as a result of the proposal but it is not possible to mitigate them. Please provide a complete and honest justification on why it is not possible to mitigate them.</b></p>			
<p>There are no negative impacts at this stage. As indicated above, this position will be further informed by the feasibility work and consultation with residents and stakeholders on the preferred option.</p>			
<p><b>6 c) Summarise the measures you intend to put in place to monitor the equalities impact of the proposal as it is implemented:</b></p>			
<p>The development of the home and the transition of new service users to a future scheme on the site, will be monitored to ensure referrals reflect the borough and user profile. Commissioned providers will be required to comply with their duties under the Equality Act 2010 and this duty will be monitored in their contracts.</p> <p>We will also be engaging with a range of stakeholders in the further development of the home to ensure that it meets a wide range of needs, including for those of protected</p>			

groups, through the established Co-Design Reference Group.

There is to be feasibility work and consultation with residents and stakeholders on the preferred option. The outcome of both tasks would further inform the decision on the impact of the option on residents and future service users who share the protected characteristics and mitigation action including monitoring. The Council will continue to promote individual resident wellbeing and ensure all their needs are safely met and welfare safeguarded. For now, the Council will continue to monitor any impact from its recommended options on the residents at the Home. This will be through the day to day service provision, the said Reference Group and in the plans for tasks to be undertaken on the future provision on the site.

**7. Authorisation**

EqlA approved by: Charlotte Pomery, Assistant Director

Date 15<sup>th</sup> June 2018



Commissioning

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**8. Publication**

*Please ensure the completed EqlA is published in accordance with the Council's policy.*

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Please contact the Policy & Strategy Team for any feedback on the EqlA process.

**Report for:** Cabinet – 26<sup>th</sup> June 2018

**Title:** Provisional Financial Outturn 2017/18

**Report authorised by :** Jon Warlow – Int. Director of Finance

**Lead Officer:** Frances Palopoli – Head of Finance Operations

**Ward(s) affected:** ALL

**Report for Key/**

**Non Key Decision:** Key

## **1. Introduction**

- 1.1. This report sets out the Council's provisional budget outturn for the year ended 31 March 2018. It sets out the draft revenue outturn for the General Fund (GF), the Housing Revenue Accounts (HRA) the Dedicated Schools Grant (DSG) and Capital Programme compared to budget. It provides explanations of significant under/overspends and proposed movements in reserves.
- 1.2. The Council's statutory accounts are still in the process of being finalised and there may be further adjustments to the provisional outturn arising from the completion of this work. The deadline for completing the external audit and publicising the audited statements has been brought forward this year to 31 July 2018.

### **2017/18 Outturn Position**

- 1.3. The approved General Fund revenue budget for the year was £255.762m and the provisional outturn is estimated at £255.781m, which represents a small net overspend of £0.019m.
- 1.4. The provisional outturn report provides the opportunity to consider the overall financial performance of the Authority at the end of March 2018. It gives some information on which the Council's Statement of Accounts will be based and will remain provisional until the conclusion of the statutory audit process.
- 1.5. The overall General Fund revenue outturn variance for the year ending 2017/18, has improved by £5.4m to a small overspend position from the Quarter 3 report that went to Cabinet in March 2018, which advised a projected outturn deficit of £5.4m before reported expected mitigations. Within this net figure there are two key overspend areas – Priority 1 (£3.5m) and Priority 2 (£1.1m) totalling £4.6m. These have been offset by underspends in the other Priorities along with a number of corporate contributions. The detail is set out in section 5. These figures are net of

requested appropriations to/from reserves including carry forwards which are set out in Appendix 4.

- 1.6. The revised capital programme budget for 2017/18 was £211.7m and expenditure was £79.3m. The majority of the variance of £132.3m along with any associated funding will be rolled forward to future years of the capital programme.
- 1.7. The 2017/18 (HRA) revenue net budget was set at net nil variance. The provisional revenue outturn for the HRA is an underspend of £4.011m with a total of £1.286m to be transferred to HRA reserves.

## **2. Cabinet Member Introduction**

- 2.1. The Period 9 monitor to Cabinet on 6<sup>th</sup> March 2018 reported a draft outturn overspend on the GF of £5.4m. I am pleased to now be able to present a final outturn of £0.019m overspend which is a significant positive improvement.
- 2.2. However, colleagues should be clear that this is a net figure and the two largest Priority areas (1 & 2) were still showing £3.5m and £1.06m overspends respectively; the former has remained constant throughout the year whilst the latter has reduced over the last quarter due to one-off capitalisation and release of provisions.
- 2.3. The 2017/18 budget was re-aligned in response to the prior year's net £16m overspend and budgets in the key demand led budget areas of Adults, Children & Temporary accommodation were increased. This appears to have stabilised the position in temporary accommodation, which has remained within budget for 2017/18, however Children's and Adult services have continued to struggle to live within budget and between them overspent by £4.5m.
- 2.4. The latest Medium Term Financial Strategy (MTFS) agreed in February recognised the on-going challenges of delivering further savings whilst maintaining services for our residents and managing on-going demand pressures. To help mitigate down the risk around slippage in the savings programme in 2018/19+ Council agreed to the creation of a Budget Resilience Reserve as well as an on-going programme of service transformation funded partly by the application of the flexible use of capital receipts.
- 2.5. I will be working closely with the CFO and the Corporate Board, in particular Director for Adults & Health & Children's Services, to test and challenge service transformation plans and to ensure that they remain on track to deliver the agreed MTFS.
- 2.6. The final outturn will be reflected in the Council's Statement of Accounts, which will be presented to Corporate committee for approval on 24 July.



**3. Recommendations**

3.1. Cabinet is recommended to:

- a) Note the provisional revenue and capital outturn for 2017/18 as detailed in the report;
- b) Approve the capital carry forwards totalling £106m at Appendix 3;
- c) Approve the appropriations to/from reserves at Appendix 4;
- d) Approve a permanent capitalisation of £0.8m revenue expenditure and subsequent adjustment to revenue cash limits in 2018/19 as outlined in para 8.10
- e) Approve the budget virements as set out in Appendix 5

**4. Alternative Option considered**

4.1. The report of the council's outturn and management of the financial resources is a key part of the role of the Interim Director of Finance (Section 151 Officer) and no other options have therefore been considered.

**5. Provisional General Fund revenue outturn 2017/18**

5.1. The table below shows the provisional revenue outturn figures for 2017/18. It shows the movement from the outturn forecast at Quarter 3 (P9) and the impact of proposed carry-forwards and appropriations to/from reserves.

Comments on the underlying reasons for the variances within Priorities is set out in the sections below the table. However, attention is drawn to the decision taken by Cabinet in February, as part of the 2018/19 Budget setting report & Medium Term Financial Strategy (MTFS), to apply the Flexible use of Capital Receipts to fund eligible spend in 2017/18. This has impacted significantly on the overall outturn position as have the receipt of unbudgeted grant income and reductions in expenditure to fund borrowing.

These were also highlighted as mitigating strategies in the Quarter 3 monitoring report and have enabled a close to breakeven outturn to be achieved as well as avoiding the need to make the budgeted contribution of £8.7m from the general fund reserve.

Further detail is provided in section 5.26 and section 9.

**5.2. Table 1 – General Fund Provisional Outturn 2017/18**

Priority	Revised 2017/8 Budget	Outturn	Movement s to/(from) reserves	Revised Outturn	Revised Outturn to Budget Variance	Q3 Forecast to Budget Variance	Forecast Variance Movement between Q3 and Outturn	
	£'000	£'000			£'000	£'000	£'000	
PR1 Childrens	74,590	77,377	747	78,124	3,534	3,750	(216)	▼
PR2 Adults	95,968	96,628	396	97,024	1,056	2,916	(1,861)	▼
PR3 Safe & Sustainable Places	37,250	35,071	1,901	36,972	(278)	434	(712)	▼
PR4 Growth & Employment	13,010	11,495	681	12,176	(834)	239	(1,073)	▼
PR5 Homes & Communities	20,620	15,545	5,148	20,693	72	(47)	120	▲
PRX Enabling	14,324	19,667	-8,874	10,793	(3,531)	(1,850)	(1,681)	▼
<b>General Revenue Total</b>	<b>255,763</b>	<b>255,781</b>	<b>0</b>	<b>255,781</b>	<b>19</b>	<b>5,442</b>	<b>(5,423)</b>	<b>▼</b>
PR5 Homes & Communities(HRA)	0	-4,011		-4,011	(4,011)	(1,785)	(2,226)	▼
<b>Haringey Total</b>	<b>255,763</b>	<b>251,770</b>	<b>0</b>	<b>251,770</b>	<b>(3,992)</b>	<b>3,657</b>	<b>(7,649)</b>	<b>▼</b>

### Priority One Overspend £3.5m

- 5.3. Priority One is projecting overall spend of £78.1m against approved budget of £74.6m resulting in an outturn overspend of £3.5m. This figure is a slight worsening of the position reported at Q3. The areas with material variances are detailed below.
- 5.4. Placements is reporting an underspend of £0.9m, which is less than reported in Q3. There has been a reduction of 38 cases forecasted in Q3 equating to £0.7m in addition to recoupment of overpayments not previously accounted for. In terms of the underlying pressure and non-achievement of savings, there will be continued focus on the “top 20” high cost placements; with a view to stepping down care packages or negotiating lower fees, whilst also managing demand through Family Group Conferencing and Targeted Response initiatives in 2018/19.
- 5.5. Other Social Care Agency Worker costs is reporting an overspend of £1.9m which is an increase of £1.0m compared to Q3 reflecting the market difficulties in recruiting permanent staff into these areas of operation. There has also been £0.6m under projection of agency/ staffing costs. The remaining movement is due to NRPF accommodation backdated payment not being accounted for in Q3 forecast and over projection of housing benefit income.
- 5.6. Early Help and Targeted Response is reporting an underspend of £0.06m, a reduction of £0.45m reported in Q3. This movement is as a result of the Children centres’ projections being overstated by £0.234m at Q3 and £0.155m contribution from Early years Commissioning.
- 5.7. Children & Young People with Additional Needs is reporting an overspend of £1.8m which is consistent with previous forecasts; see breakdown below:
- Inclusion Service - the traded was £0.4m less than budget as this was a new service, which started in September 2017.
  - SEND - £0.7m overspend of which £0.3m is the shift in funding stream for transport back to the general fund from the High Needs Block (DSG). The service continues to work on refining transport costs but is unlikely to make significant changes until the next

financial year. The £0.7m overspend was reduced by £0.2m as a result of the SEND Reform Grant being given back to the service.

- Family Support - the overspend position of £1.0m is due to packages for complex children. Going forward the service is working with Brokerage and Commissioning to look at more cost effective ways of supporting families and children. The plan will include recovery of contributions from CCGs for joint funded placements, income relating to services provided to other London boroughs and the adoption of a targeted approach to reviewing high cost placements and ensuring the integrity of data used to forecast future costs.

- 5.8. Schools and Learning\_outturn is an underspend of £0.03m which is an improvement on Q3 following the use of capital receipts towards the costs of the closure of the PDC (£0.214m). Additionally a £0.340m liability for redundancy payments, approved through the Schools Redundancy Panel met the criteria for inclusion in the flexible use of capital receipts, therefore removing the costs from this particular budget.
- 5.9. Director Support is reporting an underspend of £0.4m following the use of capital receipts in the support of the transformation agenda. This decision was not made until year-end and therefore was not assumed in Q3 forecast.

#### **Priority Two Overspend £1.1m**

- 5.10. Priority Two is projecting overall spend of £97.02m against approved budget of £95.97m resulting in an outturn overspend of £1.06m. This represents a reduction of £1.86m against the £2.92m reported at Q3.
- 5.11. Care Packages account for the main overspend (£2.9m) as was the case in Q3. The pressure is spread across all the key client groups of older clients with physical support needs, clients with learning disabilities and clients with mental health needs. The actual underlying pressure is £3.5m but it has been mitigated this year by the release of home care provision.
- 5.12. Directly provided services are overspent by £0.3m at year end however, this masks the underlying pressure from Osborne Grove nursing home which overspent by £1.1m this year (up from £1.0m at Q3). This spend has been mitigated down by the release of the Haynes provision (£0.6m) along with £0.2m of other smaller underspends.
- 5.13. The above overspends have been offset by capitalisation of occupational therapists and surveyors involved in delivering facilities to enable people to remain in their own homes (£1.1m); application of flexible use of capital receipts to fund transformation team costs (£0.9m) and an over-estimation of required bad debt provision (£0.2m).

#### **Priority Three Underspend £0.3m**

- 5.14. Priority Three is showing overall spend of £36.97m against approved budget of £37.25m resulting in an outturn underspend of £0.28m. This represents an improvement of £0.71m compared to the Q3 figure. The

variance is made up of a number of non-material underspend/overspends. Areas of underspend have arisen from additional income, bad debt adjustment, the use of capital receipts and a reduction in forecast consultant engineer and agency costs. In addition, wherever possible revenue expenditure has been capitalised.

- 5.15. Areas of overspend include, as previously reported, the loss of on-street parking income due to the absence of Spurs football matches this season and increased contractual costs associated with clamping removal.

#### **Priority Four Underspend £0.8m**

- 5.16. Priority Four is showing an overall spend of £12.18m against approved budget of £13.01m resulting in an outturn underspend of £0.83m. This represents an improvement of £1.07m compared to the Q3 figure. The change is mainly due to the capitalisation of staff and other costs in the regeneration teams as well as rental income from commercial sites held pending regeneration.
- 5.17. Funds received for projects, which were not spent, will be transferred to reserves to be spent in future years by the service to deliver these projects.

#### **Priority Five (General Fund) Overspend £0.072m**

- 5.18. Priority Five GF is showing an overall spend of £20.69m against approved budget of £20.62m resulting in a small outturn overspend of £0.072m. This represents a slight worsened position compared to the Q3 figure but is not significant against a budget this size.
- 5.19. This priority has benefited from the use of some of the Flexible Homelessness Support Grant received in year to mitigate continuing demand for temporary accommodation and to support new initiatives which should increase supply of accommodation in the Borough

#### **Priority Five (HRA) Underspend £4.01m**

- 5.20. The provisional HRA revenue outturn is an underspend of £4.01m against approved (net nil) budget. This reflects the position after planned transfers to the HRA reserve of £1.29m.
- 5.21. The transfer of a number of HRA commercial properties to the GF in year has resulted in lower than budgeted debt financing charges (£1.8m) and depreciation charges were £2.6m below budget. The £1.6m budget for Estate Renewal which had been carried forward from 2016/17 was not required this year and the actual charges for leasehold insurance and HfH management fees were both lower than planned resulting in an additional net £1.2m saving.
- 5.22. These underspends have helped offset overspends in cleaning, ground maintenance, bad debt provisions and lower than budgeted commercial rental income. The detailed HRA income and expenditure is shown in Appendix 2.

### **Priority X Underspend £3.5m**

- 5.23. Priority X is showing an overall spend of £10.79m against approved budget of £14.32m resulting in an outturn variance of £3.5m underspend. This represents an increased underspend of £1.7m over the Q3 forecast. Priority X contains back-office services as well as the non-service revenue (NSR) corporate budgets. The key variances are described below.
- 5.24. The service areas are showing a net outturn overspend of £0.7m. The key areas are an overspend in the Benefits service (£1.4m) caused by required refund of housing benefits to the DWP and Transformation & Resources (£0.4m) mainly due to continuing reliance on temporary staff in Finance pending permanent recruitment. This overspend has been offset by underspends in other corporate services predominately Strategy & Communications.
- 5.25. Housing benefit overpayment arrears form the largest debt stream within the Council and it is now proposed to create a fixed term dedicated team of officers, reporting to the Head of Corporate Income and Debt, to focus on reducing this figure. It is proposed that this team will be funded from the reduction in required bad debt provision delivered from increased recovery and a prevention of further increase in arrears.
- 5.26. Non Service Revenue is showing a net underspend of £4.2m after proposed appropriations to/from reserves. The main contributory factors are detailed here:-
- The application of the flexible use of capital receipts (£4m) which has enabled the release of the redundancy provision (£1.1m);
  - detailed review and cleanse of corporate holding codes (£1.2m);
  - reduced debt financing due to slippage in the capital programme and revisions to the MRP model adopted in 2016/17 (£2.5m);
  - transfer of HRA commercial properties to the GF (£1.1m);
  - unbudgeted grant income (£2.3m) and
  - unbudgeted 16/17 net surplus on the Collection Fund (£6.6m).

The overall impact of these figures has been to enable transfers to reserves, mitigate the service overspends as well as negating the need to draw down the budgeted contribution from the general fund reserve (£8.7m). More detail is provided in section 9.

## **6. Dedicated Schools Grant (DSG)**

- 6.1. The DSG is broken down into three funding blocks: Schools, Early Years and High Needs. The overall spend on DSG was £189.17m against budgeted spend of £188.89m resulting in an overspend of £0.28m
- 6.2. The Schools block underspent by £0.45m largely due to a slowdown of expansion and bulge classes in the borough; this is expected to rise again

in 2018/19. The Early Years block underspent by £0.77m mainly due to slow take up of the new 3 & 4 year extended nursery hours. Again, this is expected to pick up in 2018/19.

- 6.3. The High Needs block overspent by £1.50m driven by increased take up of places in day schools, special schools and Post 15 settings coupled with an increase in the average cost per placement.
- 6.4. The impact of the 2017/18 outturn is reflected in the movement on the DSG Reserve in the table below.

**Table 2 – DSG Reserve**

Blocks	Opening DSG at 01/04/17	Loan	Outturn	Drawn down from reserves	Revised Outturn	Closing DSG at 31/03/2018
Schools block	(815)	0	(452)	0	(452)	(1,267)
Early years block	(3,325)	1,340	(768)	1,100	332	(1,653)
High needs block	1,340	(1,340)	1,500		1,500	1,500
Total	(2,800)	0	280	1,100	1,380	(1,420)

## 7. Collection Fund

- 7.1. The Council has a statutory obligation to maintain a separate ring-fenced account for the collection of council tax and business rates. The Collection Fund is designed to be self balancing and therefore an estimate of any accumulated surplus or deficit is made each year and factored into the following year's tax requirement. The actual benefit or burden of any in-year variance is received or borne by taxpayers in the following year.

### Council Tax

- 7.2. The 2017/18 in year council tax collection performance was 96.15%. Council tax surplus/deficit is distributed between the Council (81.4%) and it's preceptor the GLA (18.6%) based on respective shares. There is an estimated surplus of £4.05m in 2017/18, which compares to an actual surplus in 2016/17 of £6.6m now reflected in the outturn figures. The latter is recognised in the revenue budget this year whilst the 2017/18 actual surplus is recognised in 2018/19 budgets.

### Business Rates

- 7.3. The 2017/18 in year business rates collection performance was 98.40%. The Council retains 30% of business rates collected with 33% transferred to central government and 37% to the GLA.
- 7.4. There is an estimated deficit of £0.41m in 2017/18, which compares to an actual deficit of £0.55m in 2016/17. The deficit in 2016/17 is recognised in the revenue budget this year and the 2017/18 actual deficit will be recognised at the end of the 2018/19 financial year.

## 8. Capital Programme Outturn

- 8.1 Council, at its budget setting meeting on 27 February 2017, agreed both the general fund capital programme and the housing revenue account capital programme. Since then there have been changes to the programmes. Some of the changes were agreed by Cabinet in accordance with the virement rules and some were agreed by officers in accordance with the scheme of delegation. The table below shows the revised budget and outturn and also sets out the movement since last reported to Cabinet in Q3.

**TABLE 3 – CAPITAL OUTTURN SUMMARY**

Priority	2017/18 Revised Budget	2017/18 Final Outturn	Final Outturn Variance against Budget	2017/18 Q.3 Forecast Outturn	Movement in Forecast (Variance)
	£'000	£'000	£'000	£'000	£'000
Priority 1 - Children's	12,962	5,630	(7,332)	5,870	(240)
Priority 2 - Adults	3,288	3,043	(245)	1,610	1,433
Priority 3 - Safe & Sustainable Places	16,876	9,899	(6,977)	10,981	(1,082)
Priority 4 - Growth & Employment	76,341	17,795	(58,546)	25,903	(8,108)
Priority 5 - Homes & Communities	16,431	1,335	(15,096)	1,107	228
Priority X - Enabling	16,873	2,679	(14,194)	2,963	(284)
<b>General Fund Total</b>	<b>142,770</b>	<b>40,381</b>	<b>(102,389)</b>	<b>48,434</b>	<b>(8,053)</b>
HRA Priority 5 - Homes & Communities	68,901	38,966	(29,935)	47,995	(9,030)
<b>Total</b>	<b>211,671</b>	<b>79,346</b>	<b>(132,325)</b>	<b>96,429</b>	<b>(17,083)</b>

A high-level commentary on the financial performance of each priority is provided in the following paragraphs however, further detail and requests to carry forward unspent but committed budget, is provided in Appendix 3.

### Priority 1

- 8.2 The overall variance for this priority is an underspend of £7.33m. In 2017/18, the service started an estate wide review of the condition and suitability of its buildings to enable the preparation of an evidenced based, prioritised business case to support expenditure proposals. Whilst the work to prepare the business case is undertaken, expenditure on the estate will be required for works necessary to ensure schools are compliant, safe and functional. Capital spend to meet this demand prior to the completion of the business case will be assessed and approved by the P1 Sponsor group.

The service is requesting a carry forward of £7.33m and the reasons for the slippage requests are contained in Appendix 3.

### Priority 2

- 8.3** The overall variance for this priority is a minor net underspend against the budget of £0.245m. The majority of the capital funding for the P2 capital programme is through a ring fenced, specific grant (disabled facilities grant – DFG). This means that only qualifying expenditure can be financed by this grant.

During 2017/18, the Council received an additional £210k of DFG. However, this supplemental DFG was not subject to the same requirements as the main DFG. The supplemental DFG has been used to fund the:

- programmed overspend on the main DFG (£30k);
- capitalisation of revenue expenditure (£20k); and
- cost of other schemes within the priority (£160k).

After allowing for the effect of the additional DFG the service is requesting a carry forward of resources of £0.087m to continue with its programme of equipment purchase for residents. The balance of unused LBH capital budget is to be transferred to the approved capital programme contingency.

### **Priority 3**

- 8.4** The overall variance for this priority is a net underspend against the budget of £6.98m. Of this variance, £0.745m relates to the effect of capitalising revenue expenditure. There is also a £0.067m reported overspend that will need to be clawed back by reducing the service area budget in 2018/19. The service is requesting a carry forward of £7.79m and the reasons for the slippage requests are contained in Appendix 3.

### **Priority 4**

- 8.5** The overall variance for this priority is a net underspend of £58.55m. Of this variance £1.23m represents an overspend, the majority of which is in relation to the Alexandra Park & Palace East Wing & Theatre Restoration project (£1.09m); this is really due to timing differences between previous years' budget allocation and spend. This is a complex restoration project of a listed building, which is inherently challenging. Elsewhere, service is requesting a reduction of the Wards Corner CPO budget by £7.9m following a review of the likely level of compensation. After allowing for this reduction the service is requesting a carry forward of £51.8m and the reasons for the slippage requests are contained in Appendix 3.

### **Priority 5 General Fund**

- 8.6** The overall variance for this priority is an underspend against the budget of £15.10m. The service curtailed expenditure in 2017/18 to be able to fund the new housing delivery vehicles. Details are contained in Appendix 3.

### **Priority 5 HRA**

- 8.7** The overall variance for this priority is an underspend against the budget of £29.93m. The service is requesting a carry forward of the total variance for the reasons set out in Appendix 3.

### **Priority 6**



- 8.8 The overall variance for this priority is an underspend against the budget of £14.19m. The reasons for the slippage requests are contained in Appendix 3.

### Capital Expenditure Funding

- 8.9 The budget of the original 2017/18 capital programme (excluding 16/17 c/fwd) is compared to the actual outturn position in the table below.

**Table 4 Funding of the 2017/18 Capital Programme**

<b>General Fund Funding</b>			
<b>Funding Source</b>	<b>17/18 Budget</b>	<b>17/18 Actual</b>	<b>Variance</b>
	<b>£000</b>	<b>£000</b>	<b>£000</b>
Grants	37,968	11,855	(26,113)
Use of Reserves	1,409	1,754	345
Developer Contributions	0	4	4
Capital Receipt	12,610	6,549	(6,061)
Retained Receipts	0	0	0
Borrowing	12,703	20,219	7,516
	<b>64,690</b>	<b>40,381</b>	<b>(24,309)</b>

The variance in the level of grant primarily relates to the delay in the conclusion of negotiations on a number of regeneration projects and is a timing issue. The reduction in the use of capital receipts to fund the capital programme is due to the decision to apply them to fund some transformation initiatives in line with the flexible use of capital receipts direction. The increase in borrowing largely reflects the reduced use of capital receipts. Whilst there has been significant slippage in the capital programme, the external resources are still available to be used to fund expenditure in 2018/19.

### Capitalisation of expenditure

- 8.10 As part of the closing of accounts process, a review of revenue expenditure was undertaken to see if any of the revenue expenditure met the test for capitalisation in accordance with guidance. As a result, £2.9m of 2017/18 expenditure has been transferred from revenue to capital. This review also identified whether the 2017/18 capitalisation was a one-off or, if it related to on-going planned expenditure, the Council could implement a permanent switch and adjust 2018/19 revenue cash limits and capital programme accordingly. The analysis is shown in the table below and it is recommended that a permanent adjustment is made to 2018/19+ revenue cash limits of £0.8m.

Priority No.	Description of Expenditure	Permanent (£'000)	One-Off (£'000)	Total (£'000)
2	Capitalisation in relation to Priority Two Re: DFG *	0	1,874	1,874
3	Street Lighting Expenditure	224	0	224
3	Highways Expenditure	385	0	385
3	Dynamic Purchasing System (LCP)		136	136
4	Capitalisation in relation to High Road West (HRW) Regeneration	97	140	238
4	Capitalisation in relation to Wood Green Regeneration works	96	0	96
		<b>802</b>	<b>2,150</b>	<b>2,952</b>

\*Subject to review.

## 9. Reserves

- 9.1. The Council holds a general fund reserve and a number of other earmarked reserves, which are set aside to provide contingency against unplanned events, fund one-off expenditure and help smooth uneven spend patterns. Council is required to review the adequacy of its reserves annually which it did in February as part of the 2018/19 budget report. That report confirmed the wish to maintain a general reserve of £15m and to also create a new budget Resilience reserve to offset non-delivery/delay of planned savings included in the MTFS.
- 9.2. The planned 2017/18 closing earmarked reserves balances are circa £12m more than the opening figure. This increase has largely been achieved from capitalisation, freeing up revenue, and non-utilisation in year of £4m of Adult Social Care grant. The main increases are to the Financing reserve (£6m) to mitigate risks around transformation funding, and to the new budget Resilience reserve (£5m) to manage the risk around delivery of savings.
- 9.3. There are also a number of Service specific requests for appropriations to/from Service, Grants & Transformation reserves that net to an increase of £1.5m.
- 9.4. The service requests for appropriations to/from these reserves are set out in Appendix 4a and a summary of the proposed in year movements to/from all reserves and closing position at 31/03/2018 is shown in Appendix 4b.

## 10. Conclusion

- 10.1. Overall at the end of the 2017/18 financial year, the General Fund is broadly balanced showing a small overspend of £0.019m.

- 10.2. This is a very positive position as in Qtr1 an overspend of £6.9m was forecast. However, it must be stressed that there are underlying budgetary pressures, particularly within Priorities One & Two, which will carry over into 2018/19, as well as significant new (£6.4m) and carried forward (£9.6m) savings totalling £16m, to be delivered.
- 10.3. 2017/18 has benefited from quite a number of un-budgeted one-off windfalls and it must not be assumed that 2018/19 will offer the same level of mitigation.

## **11. Contribution to strategic outcomes**

- 11.1. Adherence to strong and effective financial management will enable the Council to deliver all of its stated objectives and priorities.

## **12. Statutory Officers comments (Chief Finance Officer (including procurement), Assistant Director of Corporate Governance, Equalities)**

### Chief Finance Officers Comments

- 12.1. There are no further Chief Finance Officer (CFO) comments or finance implications arising from this report. All related finance issues have been highlighted within the body of the report, as this is a report of the CFO.

### Assistant Director of Corporate Governance

- 12.2. The Assistant Director of Corporate Governance has been consulted on this report and confirms that all statutory and constitutional requirements have been addressed. There are no legal implications arising out of this report.

### 12.3. Strategic Procurement

Strategic Procurement notes the contents of this report and will continue to work with services to enable cost reductions.

### Equalities

- 12.4. There are no equalities issues arising from this report.

## **13. Use of Appendices**

Appendix 1 – Revenue Directorate Level Outturn

Appendix 2 – HRA Outturn

Appendix 3 – Capital Carry Forwards

Appendix 4a & b – Appropriations to / from Reserves

Appendix 5 - Budget Virements

**14. Local Government (Access to Information) Act 1985**

14.1. The following background papers were used in the preparation of this report:

- Budget management papers
- Medium Term Financial Planning Reports

14.2. For access to the background papers or any further information please contact Frances Palopoli– Head of Finance Operations

		APPENDIX 1							
Priority for Report	Directorate	Revised 2017/8 Budget	Outturn	Movements to/(from) reserves	Revised Outturn	Outturn Variance	Quarter 3 Variance	Movement in Forecast Variance	
PR1 Childrens	CM Assistant Director for Commissioning	2,250,784	2,378,810	25,025	2,403,835	153,051	-250,292	403,343	▲
	CY Director Of Children Services	51,345,333	54,386,258	655,765	55,042,023	3,696,690	3,339,133	357,557	▲
	PH Director for Public Health	6,687,423	6,715,287	66,220	6,781,507	94,084	-86	94,169	▲
	SCH Assistant Director for School	13,906,270	13,817,252		13,817,252	-89,018	661,250	-750,268	▼
	DSG CY Director Of Children Services	400,000	79,351		79,351	-320,649		-320,649	▼
<b>PR1 Childrens Total</b>		<b>74,589,810</b>	<b>77,376,959</b>	<b>747,010</b>	<b>78,123,969</b>	<b>3,534,158</b>	<b>3,750,005</b>	<b>-215,847</b>	▼
					0				
PR2 Adults	AS Director for Adult Social Services	81,591,911	82,442,064	274,697	82,716,761	1,124,850	2,946,001	-1,821,151	▼
	CM Assistant Director for Commissioning	3,035,291	3,228,169	33,605	3,261,774	226,483	43,225	183,258	▲
	PH Director for Public Health	11,340,829	10,957,402	87,780	11,045,182	-295,647	-72,874	-222,773	▼
<b>PR2 Adults Total</b>		<b>95,968,031</b>	<b>96,627,635</b>	<b>396,082</b>	<b>97,023,717</b>	<b>1,055,686</b>	<b>2,916,352</b>	<b>-1,860,666</b>	▼
					0				
PR3 Safe & Sustainable Places	CM Assistant Director for Commissioning	1,200	751		751	-449		-449	▼
	OPS Director for Commercial & Operations	37,045,988	34,842,055	1,901,345	36,743,400	-302,587	400,964	-703,551	
	PH Director for Public Health	202,766	227,716		227,716	24,950	34,522	-9,572	▼
<b>PR3 Safe &amp; Sustainable Places Total</b>		<b>37,249,954</b>	<b>35,070,522</b>	<b>1,901,345</b>	<b>36,971,867</b>	<b>-278,087</b>	<b>435,486</b>	<b>-713,572</b>	▼
					0				
PR4 Growth & Employment	CM Assistant Director for Commissioning	1,105,028	869,590	12,870	882,460	-222,568	-25,206	-197,362	▼
	M1 Non Service Revenue	1,900,200	1,753,200		1,753,200	-147,000	49,800	-196,800	▼
	PLAN Assistant Director of Planning	1,740,175	1,854,980	-104,000	1,750,980	10,805	-72,558	83,363	▲
	RGEN Director for Housing and Growth	3,664,618	3,299,276	178,019	3,477,295	-187,323	641,397	-828,720	▼
	RPD02 Director of Regeneration	4,005,853	3,389,658	448,395	3,838,053	-167,800	-243,833	76,033	▲
	V00001 Dir of Regeneration Planning,Development	594,352	328,182	146,000	474,182	-120,170	-112,000	-8,170	▼
<b>PR4 Growth &amp; Employment Total</b>		<b>13,010,226</b>	<b>11,494,887</b>	<b>681,284</b>	<b>12,176,171</b>	<b>-834,055</b>	<b>237,601</b>	<b>-1,071,656</b>	▼
					0				
PR5 Homes & Communities	AH03 Community Housing Services	10,986,835	10,986,613		10,986,613	-222	758,688	-758,911	▼
	AH05 Housing Commissioned Services	9,633,556	4,557,475	5,148,180	9,705,655	72,099	-806,153	878,252	▲
	RGEN Director for Housing and Growth	0	542		542	542	0	542	▲
<b>PR5 Homes &amp; Communities Total</b>		<b>20,620,391</b>	<b>15,544,629</b>	<b>5,148,180</b>	<b>20,692,809</b>	<b>72,419</b>	<b>-47,465</b>	<b>119,883</b>	▲
					0				
PRX Enabling	C00002 Deputy Chief Executive	440,357	356,581		356,581	-83,776	-2,100	-81,676	▼
	CE01 Chief Executive Officer	2,600	12,982		12,982	10,382	10,929	-548	▼
	CO000 F00001 Chief Operating Officer	-112,951	-247,727		-247,727	-134,776	28,950	-163,726	▼
	CUS Assistant Director for Customer Services	6,520,908	6,330,271		6,330,271	-190,637	-7,666	-182,971	▼
	GOV Assistant Dir of Corporate Governance	2,464,383	3,797,356	-1,375,621	2,421,735	-42,648	-301,500	258,852	▲
	M1 Non Service Revenue	15,774,221	16,448,665	-6,504,477	9,944,188	-5,830,033	-2,327,330	-3,502,702	▼
	M113 YE Adjustment NSR	-21,700,272	-20,053,767		-20,053,767	1,646,505	0	1,646,505	▲
	Other Non Service Revenue	1,700	-4,180		-4,180	-5,880	0	-5,880	▼
	RES Director for Transformation & Resources	548,803	1,795,333	-993,803	801,530	252,727	925,531	-672,804	▼
	Shared Digital Services	4,146,474	4,211,975		4,211,975	65,501	-241,823	307,324	▲
	SSC Assistant Director for Shared Service Centre	5,580,092	6,991,545		6,991,545	1,411,453	264,298	1,147,155	▲
	SCO01 Strategy Leader and Polic	657,845	27,606		27,606	-630,239	-199,240	-431,000	▼
	<b>PRX Enabling Total</b>		<b>14,324,161</b>	<b>19,666,640</b>	<b>-8,873,901</b>	<b>10,792,739</b>	<b>-3,531,422</b>	<b>-1,849,951</b>	<b>-1,681,471</b>
					0				
<b>General Revenue Total</b>		<b>255,762,573</b>	<b>255,781,272</b>	<b>0</b>	<b>255,781,272</b>	<b>18,699</b>	<b>5,442,028</b>	<b>-5,423,329</b>	▼
	HSE Housing Revenue Account	0	-4,010,958		-4,010,958	-4,010,958	-1,785,014	-2,225,944	▼
<b>Haringey Total</b>		<b>255,762,573</b>	<b>251,770,314</b>	<b>0</b>	<b>251,770,314</b>	<b>-3,992,259</b>	<b>3,657,014</b>	<b>-7,649,273</b>	▼

## APPENDIX 2

	2017/18 Revised Budget	End of Year Outturn p.15 Actual Spend	End of Year Outturn p.15 Forecast Variance	Q3 Forecast Variance	End of Year Outturn v Q3 Variance Movement
HRA BUDGET 2017/18	£000's	£000's	£000's	£000's	£000's
<b>UE0721 Managed Services Income</b>					
H39001 Rent - Dwellings	(81,838)	(82,075)	(237)	(193)	(44)
H39101 Rent - Garages	(858)	(729)	128	125	3
H39102 Rent - Commercial	(2,139)	(1,227)	912		912
H39201 Income - Heating	(336)	(355)	(19)	(6)	(13)
H39202 Income - Light and Power	(1,204)	(1,186)	18	3	15
H39301 Service Charge Income - Leasehold	(7,143)	(7,283)	(140)	(417)	277
H39401 ServChgInc SuppHousg	(1,488)	(1,501)	(14)	(9)	(4)
H39402 Service Charge Income - Concierge	(1,554)	(1,545)	9	8	1
H39405 Grounds Maintenance	(1,922)	(1,919)	3	3	(1)
H39406 Caretaking	(1,544)	(1,541)	4	3	
H39407 Street Sweeping	(1,626)	(1,623)	3	3	
H40102 Water Rates Receivable	(6,295)	(6,095)	200	232	(32)
H40404 Bad Debt Provision - Leaseholders	210	533	323		323
	<b>(107,736)</b>	<b>(106,545)</b>	<b>1,191</b>	<b>(248)</b>	<b>1,439</b>
<b>UE0722 Managed Services Expenditure</b>					
H31300 Housing Management WG	23	26	3		3
H32300 Housing Management NT	28	21	(6)		(6)
H33300 Housing Management Hornsey		15	15		15
H33400 TA Hostels	237	195	(42)		(42)
H34300 Housing Management ST	9	18	9		9
H35300 Housing Management BWF	11	1	(10)		(10)
H36300 Rent Accounts		1	1		1
H36400 Accountancy		(1)	(1)		(1)
H37210 Under Occupation	123	157	35		35
H39002 Rent - Hostels	(1,996)	(1,964)	32	29	3
H39404 Service Charge Income - Hostels	(341)	(336)	5	5	1
H40001 Repairs - Central Recharges	2	(18)	(20)		(20)
H40004 Responsive Repairs - Hostels	342	250	(92)		(92)
H40101 Water Rates Payable	5,277	5,033	(244)	(247)	3
H40104 HousMgmtRechg Central	107	106	(1)		(1)
H40106 HousMgmtRechg Special		9	9		9
H40111 Other RentCollection	162	161	(1)		(1)
H40201 Management Special - BWF		1	1		1
H40202 Management Special - Nth Tott		7	7		7
H40203 Management Special - Sth Tott		11	11		11
H40204 Management Special - Wood Grn		6	6		6
H40205 Management Special - Hornsey		18	18		18
H40206 HousMgmtRechg Energy	1,417	857	(560)	(367)	(193)
H40208 Special Services Cleaning	2,100	2,660	560	570	(10)
H40209 Special Services Ground Maint	1,680	1,833	153	80	73
H40212 HRA Pest Control	277	193	(84)		(84)
H40213 Estate Controlled Parking		11	11	(21)	32
H40303 Supporting People Payments	1,851	1,833	(18)		(18)
H40309 Commercial Property - Expenditure	221	73	(148)		(148)
H40401 Bad Debt Provision - Dwellings	664	1,539	875		875
H40405 BAd Debt Provision - Commercial	80		(80)		(80)
H40406 Bad Debt Provisions - Hostels	68	75	7		7
H40801 HRA- Council Tax	150	164	14		14
	<b>12,492</b>	<b>12,957</b>	<b>466</b>	<b>49</b>	<b>417</b>
<b>UE0731 Retained Services Expenditure</b>					
H38002 Anti Social Behaviour Service	736	575	(161)	(161)	
H39601 Interest Receivable	(115)	(129)	(14)	114	(128)
H40112 Corporate democratic Core	777	765	(13)		(13)
H40301 Leasehold Payments	(507)	(87)	421	368	52
H40305 Landlords Insurance - Tenanted	288	302	14	14	
H40306 Landlords - NNDR	132	42	(90)	(90)	(1)
H40308 Landlords Insurance - Leasehold	2,017	1,355	(662)	(662)	(1)
H40501 Capital Financing Costs	12,400	10,564	(1,836)		(1,836)
H40601 Depreciation - Dwellings	18,000	15,550	(2,450)		(2,450)
H40805 ALMO HRA Management Fee	40,032	39,360	(672)	122	(794)
H49000 Housing Revenue Account	15,673	15,673	(1)		(1)
H60002 GF to HRA Recharges	2,990	2,874	(116)	9	(125)
H60003 Estate Renewal	1,876	42	(1,834)	(1,776)	(58)
H60004 HIERS/ Regeneration Team	810	857	47	49	(2)
S11100 Emergency Response Management		303	303	311	(8)
S14400 Supported Housing Central	135	243	108	115	(7)
	<b>95,244</b>	<b>88,290</b>	<b>(6,954)</b>	<b>(1,586)</b>	<b>(5,368)</b>
<b>UE0733 Retained Services HRA MIRS</b>					
M10039 Use of HRA Reserves		1,286	1,286		1,286
		<b>1,286</b>	<b>1,286</b>		<b>1,286</b>
<b>(Surplus) for the year on HRA Services</b>	<b>(0)</b>	<b>(4,011)</b>	<b>(4,011)</b>	<b>(1,785)</b>	<b>(2,226)</b>

Scheme Ref. No.	Scheme Description	2017/18 Full year Revised Budget	2017/18 Final Outturn (Draft)	Variance Overspend / (Underspend)	Capital Slippage (Carry Forward) Requested	Variance after Slippage Request	Reason for Carry Forward
		£,000	£,000	£,000	£,000	£,000	
101	Primary Sch - repairs & maintenance	1,379	1,012	(367)	367	0	An estate wide condition analysis was started in 2017/18 to provide an evidence based, prioritised list of projects and is yet to conclude. This has resulted in a reduced level of expenditure pending the result of the analysis.
102	Primary Sch - mod & enhance (Inc SEN)	5,726	2,148	(3,578)	3,578	0	
103	Primary Sch - new places	968	755	(213)	213	0	Required to conclude the primary basic need programme.
104	Early years	130	71	(59)	59	(0)	Ongoing capital maintenance need.
109	Youth Services	505	412	(93)	93	0	To fund contractual commitments
110	Devolved Sch Capital	531	514	(17)	17	0	To enable statutory distribution of the funds to schools.
114	Secondary Sch - mod & enhance (Inc SEN)	2,829	665	(2,164)	2,164	0	An estate wide condition analysis was started in 2017/18 to provide an evidence based, prioritised list of projects and is yet to conclude. This has resulted in a reduced level of expenditure pending the result of the analysis.
199	P1 Other (inc Con't & Social care)	894	53	(842)	842	0	Priority contingency for unknowns in an education estate the size of the Haringey's.
<b>Priority 1 - Children's</b>		<b>12,962</b>	<b>5,630</b>	<b>(7,332)</b>	<b>7,333</b>	<b>0</b>	

201	Aids, Adap's & Assistive Tech -Home Owners (DFG)	3,041	3,044	3	0	3	Minor overspend to be offset against budgets in schemes 206 & 207.
206	Community Reablement Hubs	50	0	(50)	0	(50)	Not required. No committed spend
207	New Day Opp's Offer	197	(0)	(197)	87	(110)	To fund committed spend; balance not required.
299	P2 Other (inc Multi Client)	0	0	0	0	0	
<b>Priority 2 - Adults</b>		<b>3,288</b>	<b>3,043</b>	<b>(245)</b>	<b>87</b>	<b>(158)</b>	

Scheme Ref. No.	Scheme Description	2017/18 Full year Revised Budget	2017/18 Final Outturn (Draft)	Variance Overspend / (Underspend)	Capital Slippage (Carry Forward) Requested	Variance after Slippage Request	Reason for Carry Forward
		£,000	£,000	£,000	£,000	£,000	
301	Street Lighting	955	1,180	225	0	225	Capitalisation of revenue expenditure. It is not proposed to clawback the overspend from the 2018/19 capital allocation.
302	Borough Roads	3,314	3,636	322	63	385	£63k is requested to fund works that were delayed due to the cold weather.
303	Structures (Highways)	246	249	3		3	Overspend to be clawed back from the 2018/19 capital allocation.
304	Flood Water Management	530	564	34		34	Overspend to be clawed back from the 2018/19 capital allocation.
305	Borough Parking Plan	369	262	(107)	107	(0)	The review of the Wood Green CPZ and the implementation of St Luke's CPZ being delayed. Hornsey North CPZ has also slipped due to community feedback.
307	CCTV	2,030	0	(2,030)	2,030	0	Wider review of CCTV provision is being undertaken.
309	Local Implementation Plan(LIP)	2,611	2,611	0	0	0	
310	Developer S106 / S278	2,517	4	(2,513)	2,513	(0)	Relates to 100% externally funded schemes.
311	Parks Asset Management:	388	376	(12)	12	(0)	To fund contractual commitments
313	Active Life in Parks:	376	175	(201)	201	(0)	To fund contractual commitments
314	Parkland Walk Bridges	500	127	(373)	373	(0)	To fund the overall scheme
316	Asset Management of Council Buildings	2,500	507	(1,993)	1,993	0	A restructure has been started to enable the service to have the resources available to manage and deliver capital projects.
320	LCP - Dynamic Purchasing System	0	136	136	0	136	



Scheme Ref. No.	Scheme Description	2017/18 Full year Revised Budget	2017/18 Final Outturn (Draft)	Variance Overspend / (Underspend)	Capital Slippage (Carry Forward) Requested	Variance after Slippage Request	Reason for Carry Forward
		£,000	£,000	£,000	£,000	£,000	
419	NPD Phase 2 LBH Match Funding	540	42	(498)	498	0	To fund contractual commitments
399	P3 Other	0	30	30		30	Overspend to be clawed back from the 2018/19 capital allocation.

**Priority 3 - Safe & Sustainable Places**      **16,876**      **9,899**      **(6,977)**      **7,790**      **813**

401	Tottenham Hale Green Space	2,692	83	(2,609)	2,609	(0)	To fund the continued delivery of Tottenham Hale strategy and contractual commitments.
402	Tottenham Hale Streets	902	236	(666)	666	0	To fund the continued delivery of Tottenham Hale strategy and contractual commitments.
403	Tottenham Regeneration Fund	197	0	(197)	197	(0)	To fund the Tottenham Public Realm P2 strategy.
406	Opportunity Investment Fund	1,571	551	(1,020)	1,020	(0)	To fund contractual commitments
407	Growth on the High Road	135	9	(126)	126	(0)	It is proposed to transfer this budget to the approved capital programme contingency.
411	Tottenham High Rd & Bruce Grove Stn	674	48	(627)	627	0	£466k to fund contractual commitments, £161k to approved capital programme contingency.
415	North Tott Heritage Initiative	1,348	912	(436)	436	0	To fund contractual commitments
418	Heritage building improvements	1,000	0	(1,000)	1,000	0	To fund contractual commitments
421	HRW business acquisition	5,543	3,718	(1,825)	1,825	(0)	To fund contractual commitments
426	Northumberland Park	2,735	31	(2,704)	2,704	(0)	
427	White Hart Lane Public Realm (LIP)	940	450	(490)	490	0	To fund contractual commitments

Scheme Ref. No.	Scheme Description	2017/18 Full year Revised Budget	2017/18 Final Outturn (Draft)	Variance Overspend / (Underspend)	Capital Slippage (Carry Forward) Requested	Variance after Slippage Request	Reason for Carry Forward
		£,000	£,000	£,000	£,000	£,000	
429	Site Acq (Tott & Wood Green)	9,017	5	(9,012)	9,012	0	To enable the continued purchase of strategically important assets in the Wood Green and Tottenham areas.
430	Wards Corner CPO	17,900	0	(17,900)	10,000	(7,900)	To fund contractual commitment. The balance of £7.9m not required
434	Wood Green Regeneration	758	478	(279)	279	(0)	To enable the continued delivery of the Wood Green regeneration.
435	Wood Green Station Road	245	97	(149)	149	0	To enable the continued delivery of the Wood Green regeneration.
438	Vacant possession Civic Centre (Woodside House Refurbishment)	2,916	1,224	(1,691)	1,691	(0)	To fund contractual commitments
444	Marsh Lane	14,496	1,508	(12,988)	12,988	(0)	To enable the continuation of this development
445	Hornsey Town Hall	566	243	(323)	323	0	To fund contractual commitments
446	Alexandra Palace - Heritage	3,294	4,388	1,094	0	1,094	
447	Alexandra Palace - Maintenance	470	470	0	0	0	
450	Family Contact Centre Relocation (Winkfield Road)	804	602	(202)	202	0	To fund contractual commitments
452	Low Carbon Zones	458	237	(221)	221	0	To enable the continuation of this initiative.
461	Green Lanes	0	20	20	0	20	
462	Western Road Recycling	0	112	112	0	112	
464	Bruce Castle	174	32	(142)	142	0	To enable the continuation of this development
465	District Energy Network (DEN)	1,951	177	(1,774)	1,774	(0)	To enable the continuation of this development

Scheme Ref. No.	Scheme Description	2017/18 Full year Revised Budget	2017/18 Final Outturn (Draft)	Variance Overspend / (Underspend)	Capital Slippage (Carry Forward) Requested	Variance after Slippage Request	Reason for Carry Forward
		£,000	£,000	£,000	£,000	£,000	
467	Contribution to Community Events & Public Space (THFC)	5,000	2,133	(2,867)	2,867	(0)	To fund contractual commitments
468	Keston Road (Community Centre Reprovision)	542	15	(527)	527	0	To fund contractual commitments
<b>Priority 4 - Growth &amp; Employment</b>		<b>76,341</b>	<b>17,795</b>	<b>(58,546)</b>	<b>51,875</b>	<b>(6,674)</b>	

505	TA Solutions	5,247	577	(4,670)	4,670	0	To ensure that resources area available for the new housing delivery vehicles.
506	TA Property Acquisitions Scheme	10,659	744	(9,915)	9,915	0	To ensure that resources area available for the new housing delivery vehicles.
509	CPO - Empty Homes	525	0	(525)	525	0	To fund contractual commitments
599	P5 Other	0	14	14	0	14	
<b>Priority 5 - Homes &amp; Communities</b>		<b>16,431</b>	<b>1,335</b>	<b>(15,096)</b>	<b>15,110</b>	<b>14</b>	

601	Business Imp Programme	3,812	362	(3,449)	3,449	(0)	To fund ICT refresh
602	Corporate IT Board	3,467	858	(2,609)	2,609	(0)	To fund contractual commitments
603	ICT Shared Service - Set Up / Seed Money	1,500	0	(1,500)	1,500	0	To fund contractual commitments
604	Continuous Improvement	2,149	531	(1,617)	1,617	(0)	To fund contractual commitments
605	Customer Services (Digital Transformation)	1,494	175	(1,319)	1,319	0	To enable the continuation of this development
606	Hornsey Library Refurbishment	1,000	97	(903)	902	(1)	To enable the continuation of this development
621	Libraries IT and Buildings upgrade	1,810	109	(1,701)	1,702	1	A combination of factors have delayed the scheme. These have now been resolved and spend anticipated in 2018/19.
639	Ways of Working	587	447	(140)	140	0	To enable the continuation of this development

Scheme Ref. No.	Scheme Description	2017/18 Full year Revised Budget	2017/18 Final Outturn (Draft)	Variance Overspend / (Underspend)	Capital Slippage (Carry Forward) Requested	Variance after Slippage Request	Reason for Carry Forward
		£,000	£,000	£,000	£,000	£,000	
699	P6 - Approved Capital Programme Contingency	1,055	100	(955)	1,112	157	To address unforeseen events
<b>Priority X - Enabling</b>		<b>16,873</b>	<b>2,679</b>	<b>(14,194)</b>	<b>14,350</b>	<b>156</b>	
<b>TOTAL GF CAPITAL PROGRAMME</b>		<b>142,770</b>	<b>40,381</b>	<b>(102,389)</b>	<b>96,545</b>	<b>(5,848)</b>	
<b>HRA Priority 5 - Homes &amp; Communities</b>							
202	HRA - P2 Aids, Adap's & Assist Tech -Council (DFG)	1,200	1,098	(102)	102	0	To fund contractual commitments
590	HRA - P5 Homes for Haringey (HFH)	45,023	35,680	(9,343)	1,460	(7,883)	To fund contractual commitments. Balance not required
591	HRA - P4 HRW Leaseholder Acq	10,265	0	(10,265)	0	(10,265)	Budget no longer required due to acquisitions being funded through the general fund
592	HRA - P4 Homeless Disturbance Payments	2,384	0	(2,384)	0	(2,384)	Budget no longer required due to acquisitions being funded through the general fund
593	HRA - P5 Stock Acq	6,420	18	(6,401)	6,401	(0)	To enable continuation of the stock acquisition programme
594	HRA - P5 New Build	3,179	1,851	(1,328)	1,328	(0)	To fund contractual commitments
597	HRA - Estate Watch	430	318	(112)	112	(0)	To fund contractual commitments
<b>TOTAL HRA CAPITAL PROGRAMME</b>		<b>68,901</b>	<b>38,966</b>	<b>(29,935)</b>	<b>9,403</b>	<b>(20,532)</b>	
<b>OVERALL CAPITAL PROGRAMME</b>		<b>211,671</b>	<b>79,346</b>	<b>(132,325)</b>	<b>105,948</b>	<b>(26,380)</b>	

APPENDIX 4a			
YEAR END TRANSFERS TO RESERVES	£'000	YEAR END TRANSFERS FROM RESERVES	£'000
<b>PRIORITY 1</b>			
Grant - North London Social Work Teaching Partnership	60		
Grant - Controlling Migration Fund	329		
Grant - FSF Partnership	45		
Troubled Families Programme	221		
<b>PRIORITY 2</b>			
Adults Transformation Funding	275		
Grant - FSF Partnership	23		
Anchor/Evolve Projects	49		
Public Health Transformation Funding	154		
<b>PRIORITY 3</b>			
Leisure borrowing	1,404		
Finsbury Park Improvements	313		
HMO Licensing Scheme	135		
Parking Scheme	50		
<b>PRIORITY 4</b>		<b>PRIORITY 4</b>	
RPD Restructure	146	Grant - Estate Regeneration	160
Arts and Culture Workstream	68	CIL Administration	104
Wards Corner	27	Fashion Technology Academy	16
Wood Green Transformation	243	National Colleague for Digital Skills	203
S106 underspends	131		
Technopark Disposal Fee	96		
GLA ESF Employment Programme Match Funding	440		
<b>PRIORITY 5</b>			
Grant - Flexible Housing Support	4,659		
Grant - Rough Sleeping	182		
Grant - New Burdens	306		
<b>PRIORITY X</b>		<b>PRIORITY X</b>	
HR Transformation	30	Programme Management Office Transformation Projects	1,024
Grant - Independent Electoral Registration	95	Insurance	1,470
<b>DSG</b>			
DSG Reserve - Schools Block	452	DSG Reserve - High Needs Block	1,500
DSG Reserve - Early Years Block	768		
	<b>10,701</b>		<b>4,478</b>
NB: Public Health and Commissioning Reserve Movements are included within Priority 2 for simplicity of presentation			

## APPENDIX 4b

	Balance at 31/03/17	Transfer In 2017/18	Transfer Out 2017/18	Balance at 31/03/18
	£'000	£'000	£'000	£'000
<b>General Fund Reserve</b>	<b>(15,897)</b>	<b>0</b>	<b>0</b>	<b>(15,897)</b>
<b>General Fund earmarked reserves:</b>				
Schools reserve	(7,876)	0	169	(7,707)
Transformation reserve	(10,339)	(584)	2,848	(8,075)
Services reserve	(8,313)	(2,549)	4,442	(6,420)
PFI lifecycle reserve	(9,016)	(1,408)	660	(9,764)
Debt repayment reserve	(5,103)	(1,404)	1,094	(5,413)
Insurance reserve	(4,862)	(1,769)	1,470	(5,161)
Unspent grants reserve	(3,513)	(5,700)	722	(8,491)
Community infrastructure reserve	(3,000)	0	0	(3,000)
Labour market growth resilience reserve	(1,578)	(465)	788	(1,255)
Financing reserve	(880)	(6,544)	1,133	(6,291)
IT infrastructure reserve	(838)	0	0	(838)
Resilience reserve	0	(5,074)	0	(5,074)
Other reserves	(1,126)		400	(726)
<b>GF earmarked reserves:</b>	<b>(56,446)</b>	<b>(25,497)</b>	<b>13,726</b>	<b>(68,215)</b>
<b>Total General Fund Usable Reserves</b>	<b>(72,343)</b>	<b>(31,997)</b>	<b>20,226</b>	<b>(84,112)</b>
<b>Housing Revenue Account</b>	<b>(29,540)</b>	<b>(1,727)</b>	<b>1,286</b>	<b>(29,981)</b>
<b>Housing Revenue Account earmarked Reserves:</b>				
HRA Smoothing reserve	(6,339)	0	(614)	(6,953)
Homes for Haringey	(629)	0	(672)	(1,301)
<b>HRA earmarked reserves</b>	<b>(6,968)</b>	<b>0</b>	<b>(1,286)</b>	<b>(8,254)</b>
<b>Total HRA Usable Reserves</b>	<b>(36,508)</b>	<b>(1,727)</b>	<b>0</b>	<b>(38,235)</b>

Virements for Cabinet Approval

APPENDIX 5

Virements for Approval (2017/18)

Period	Priority	Service/AD Area	Rev/ Cap	In year	Next year	Reason for budget changes	Description
10	1	Schools and Learning	Revenue	4,158,500	4,158,500	Funding adjustment	Budget adjustment to reflect academisation of Northumberland Park
11	4	Housing and Growth	Revenue	3,572,738	3,312,050	Budget Realignment	Haringey Adult Learning Service budget realignment
12	X	Customer Services	Revenue		1,280,939	Budget Realignment	Creation of budgets for Wood Green and Marcus Garvey Customer Services
12	3	Commercial and Operations	Revenue	563,600		Budget Realignment	LIP 2017/18 revenue budget allocation
12	All	Council-wide	Capital	8,998,605		Budget Revision	Revision to 2017/18 capital budgets across all Priorities
12	X	Corporate	Capital	390,000		Budget Adjustment	Adjustment to 2016/17 Capital Contingency carry forward
12	3	Commercial and Operations	Capital	819,000		Budget Allocation	Additional LIP capital budget allocation

Transfers from Reserves (2017/18) - for noting

Period	Priority	Service/AD Area	Rev/ Cap	In year	Next year	Reason for budget changes	Description
10	X	Shared Service centre	Revenue	285,000		Transfer from reserves	Transformation Reserve funding for Council Tax and NNDR projects
11	1	Schools and Learning	Revenue	400,000		Transfer from reserves	DSG Reserve drawdown for Early Years Block
		<b>Total 2017/18</b>		<b>19,187,443</b>	<b>8,751,489</b>		

Virements for Approval (2018/19)

2	1	Children's	Revenue	485,105		Budget Allocation	Looked After Children Grant Allocations
3	5	Housing	Revenue	252,934	252,934	Budget Realignment	Realignment within Housing Commissioned Services to reflect restructure
3	1	Children's	Revenue	926,466		Budget Realignment	Realignment of Woodside Children's Centre in year budget to reflect 18/19 funding allocation
3	1	Schools and Learning	Revenue	774,276		Budget Realignment	Realignment of Stonecroft Children's Centre in year budget to reflect 18/19 funding allocation
3	1	Children's	Revenue	964,276		Budget Realignment	Realignment of Triangle Children's Centre in year budget to reflect 18/19 funding allocation
3	1	Children's	Revenue	863,240		Budget Realignment	Realignment of Park Lane Children's Centre in year budget to reflect 18/19 funding allocation
3	5/2	Housing and Commissioning	Revenue	4,919,468	4,919,468	Budget Realignment	Transfer of Housing Commissioned Service budgets from Housing to Commissioning
3	1	Children's	Revenue	496,300		Budget Allocation	2018/19 Youth Justice Board - Youth Justice Grant
3	1	Children's	Revenue	1,345,050	1,345,050	Budget Realignment	DSG (High Needs Block) budget realignment as per EFA allocation letter
3	1	Commissioning	Revenue	2,784,100	2,784,100	Budget Realignment	DSG (Early Years Block) budget realignment as per EFA allocation letter
3	1	Schools and Learning	Revenue	1,262,530	1,262,530	Budget Realignment	DSG (Schools Block) budget realignment as per EFA allocation letter
3	2	Adults	Revenue	7,376,955	7,376,955	Budget Realignment	Realignment within Adults to better reflect 17/18 outturn and MTFS savings
3	All	Council-wide	Revenue	2,285,430	2,285,430	Budget Realignment	Budgeted pay inflation for 18/19
		<b>Total 2018/19</b>		<b>24,736,130</b>	<b>20,226,467</b>		

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**Report for:** Cabinet 26 June 2018

**Title:** Establishment of the Corporate Parenting Committee and Appointment of Cabinet Members to Committees and Partnerships 2018/19& Confirmation of their Terms of Reference.

**Report authorised by :** Bernie Ryan- Assistant Director for Corporate Governance

**Lead Officer:** Ayshe Simsek – Committees Manager

**Ward(s) affected:** N/A

**Report for Key/  
Non Key Decision:** Non Key

## 1. Describe the issue under consideration

To appoint Members to serve on: a Cabinet subcommittee, Joint Committees, and a statutory partnership body set out below for the new municipal year 2018/19 and to confirm the terms of reference of these Committees:

- Corporate Parenting Advisory Committee
- LHC Joint Committee.
- Shared Digital and ICT Joint Committee
- Community Safety Partnership

## 2. Cabinet Member Introduction

- 2.1 The Corporate Parenting Advisory Committee is responsible for the Council's role as corporate parent for children and young people in care. They seek to ensure that the health, education and access to employment of children in care is maximised, monitor the quality of care provided, and also ensure that children leaving care have sustainable arrangements for their future. It is proposed to continue with the current arrangement for the Corporate Parenting Advisory Committee.
- 2.2 The LHC is a not for profit body set up to provide effective procurement solutions for public sector bodies, to include local authorities. The Council has been represented on the Joint Committee of the Consortium since it was established in December 2012. It is proposed that such an arrangement continues.
- 2.3 The Shared ICT and Digital service was agreed in March 2016 by Camden, Haringey and Islington as an innovative approach to deliver savings while

protecting critical services and supporting requirements for the Councils to transform the way they deliver services.

- 2.4 Community Safety Partnership plays an important role in ensuring that key local agencies are brought together to improve outcomes for our residents across different service areas.

### 3. Recommendations

It is recommended that for 2018/19 municipal year:

- 3.1.1 Cabinet establish the Corporate Parenting Advisory Committee, and that the terms of reference for this sub committee, attached at appendix A be noted;
- 3.1.2 Cabinet to note the terms of reference for the Shared ICT and Digital joint Committee attached at appendix D.
- 3.1.3 To note the Community Safety Partnership membership and terms of reference attached at Appendix E.
- 3.1.4 To note the changes to the LHC Constitution, set out in Appendix C, which now allows Cabinet to nominate 2 Members (one from the Cabinet and one other member) for a duration of four years.
- 3.1.5 Cabinet to appoint the Members, indicated below, to serve on the Corporate Parenting Advisory Committee, and the LHC Joint Committee, Shared ICT and Digital Service Joint Committee and Community Safety Partnership

#### Corporate Parenting Advisory Committee

Chaired by the Cabinet Member for Children Education and Families –  
Councillor Elin Weston

Cllr Amin  
Cllr Gunes  
Cllr Dogan  
Cllr Mitchell  
Cllr Chenot  
Cllr Palmer

#### LHC

X2 – Cllr Berryman, Cabinet Member for Finance and one non Cabinet Member -Cllr John Bevan

#### Shared ICT and Digital Service Joint Committee.

Cabinet Member for Corporate Services and Insourcing  
Cabinet Member for Finance  
Cabinet Member for Strategic Regeneration

Community Safety Partnership

Cabinet Member for Communities, Safety and Engagement

Cabinet Member for Children, Education and Families

Councillor Ogiehor

#### 4 Reasons for decision

- 4.1 To keep an overview of the Councillors statutory role as a corporate parent to children in care and young people leaving care .
- 4.2 The Council currently uses LHC frameworks as an efficient way of procuring technically complex products and services for its building refurbishment and maintenance programmes.
- 4.3 By becoming a Constituent Member of LHC the Council will benefit from: influencing the future direction of LHC including the identification of new products and services which could be beneficial to the Council. Increased learning of procurement practices and technical know-how for use by the Council's officers in carrying out its own procurement programmes.  
Share of the LHC annual surplus.
- 4.4 The LHC Committee agreed, in June 2016, to amend their constitution to allow members to nominate for a term of office of four years duration, from 2018, to coincide with the local council elections.They agreed that the Joint Committee shall comprise two members from each of the Authorities. Each Authority's representatives on the Joint Committee shall be appointed by the Authority's executive, a member of the executive or a committee of the executive, as appropriate and be appointed to serve for a term of four years.
- 4.5 The LHC agreed that the Joint Committee shall elect a chairperson of the Joint Committee and a Vice Chairperson of the Joint Committee from among the members of the Joint Committee to serve for a term of four years.
- 4.6 Participation and membership of the Shared ICT and Digital Service Joint Committee will provide the Council with democratic oversight of the strategic delivery of the shared service.
- 4.7 Appointments from Cabinet are required to the Community Safety Partnership to reflect statutory duties and enable high level, accountable, strategic, oversight of issues relating community safety.

#### 5 Alternative options considered

- 5.1 The Constitution advises that all Advisory or Consultative Committees will continue in operation only until the first meeting of the Cabinet ,in the next municipal year following their establishment, when they must be expressly renewed or they cease to exist. Therefore, the alternative option would be for the Corporate Parenting Advisory Committee to cease and this would mean that there is not a scheduled opportunity for members and officers to meet and

discuss the wellbeing of children in care and to ensure that the Council is meeting its corporate parenting obligations. This Committee is different to the Children and Young People's Scrutiny Panel as it concentrates on Looked after Children and care leavers and reports directly to the Cabinet.

- 5.2 Haringey has been a member of the LHC, formerly the London Housing Consortium, for forty years. In February 2012 the Haringey Cabinet approved a recommendation to remain in the LHC Joint Committee and leaving this consortium would affect accessing some shared procurement expertise and support on compliance.
- 5.3 Not appointing Cabinet Members to the Shared ICT and Digital Service Joint was the only other option but this would not allow the Council to provide democratic oversight of key decisions affecting the joint service.
- 5.4 The Community Safety Partnership is a statutory partnership body and therefore not appointing Cabinet Members to this body is not an option.

## 6 Background information

- 6.1 All Councillors, when they are elected, take on the responsibility of corporate parents to children that are looked after by their local authority. This means that they have a duty to take on an interest in the well being and development of these children who are one of the most vulnerable groups in society.
- 6.2 The Corporate Parenting Committee has an overview of the Council's role as Corporate Parent for children and young people who are in care. It is responsible for ensuring that the life chances of children in care are maximized in terms of health, educational attainment and access to training and employment, in order to aid the transition to a secure and fulfilling adulthood.
- 6.3 The LHC Joint Committee was established under Section 101(5) of the Local Government Act 1972, as applied by Section 9EB of the Local Government Act 2000 and Part 4 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 by the Executives of each of the Councils.
- 6.4 The LHC is comprised of ten Local Authorities, including representatives from other London boroughs, and other boroughs outside London. It discharges the executive functions of the participating Consortium Local Authorities. Members of the Joint Committee must be appointed by the Cabinets of those authorities. Where five or more authorities form a joint Committee, Regulations provide that the membership of the joint Committee need not be entirely comprised of Cabinet members and where that is the case, other Regulations concerning publicity prior to and following the making of key decisions do not apply. To minimise the administration surrounding the Joint Committee it is written into its Constitution – see Appendix B to this report at page 1, sub paragraph 1.3 - that each participating Local Authority should appoint one Cabinet Member and one non Cabinet Member. The Council's nominees fulfil these criteria. The benefits of participating in this Committee are:

expert support in four critical areas of building procurement:

- Quality - The LHC employs technical experts to research, specify and monitor the quality of building products and services to help maintain the maximum long term value of assets.
- Efficiency - As a collaborative purchasing organisation, the LHC can gain benefits from bulk buying leading to greater efficiency savings.
- Sustainability - The LHC develops an intimate knowledge with the supply chain and engages with it, on behalf of users, to drive up the green credentials of all supply companies.
- Compliance - As public procurement legislation has grown increasingly complex and local authorities and other registered social landlords have found themselves at greater risk of challenge and litigation in relation to their procurement activities, the LHC has been able to provide valuable assistance through the provision of its regulatory compliant framework arrangements.

6.5 In March 2016, the Cabinet agreed for Haringey Council to join a Shared ICT and Digital Service with Camden and Islington. In August 2016, The Leader agreed the terms of reference for the Joint Committee, the Cabinet Member membership of this Joint Committee and gave delegated authority to the Chief Operating Officer, Monitoring Officer in consultation with the Cabinet Member for Corporate Resources to negotiate, agree and enter into any necessary legal arrangements that will govern and underpin the operation of the shared service and to give effect to this decision.

6.6 The Community Safety Partnership (CSP) is a statutory body established pursuant to sections 5 -7 of the Crime and Disorder Act 1998. The CSP fulfils the duty placed on local authorities to address community safety in partnership with the Police and other partners.

## **7 Contribution to strategic outcomes**

7.1 Priority 1 – Enabling every child to have the best start in life – this includes closing the attainment gap for groups of children who typically do not achieve as highly as others, including looked after children and different ethnic groups. The Virtual School Team was established in 2009 and is a small multi-disciplinary team based in the Council and working to raise the educational attainment and attendance of children and young people. It works in close collaboration with colleagues across the authority, but also in partnership with the third sector (voluntary / community). It tracks educational progress, and monitors work with children and young people in care to help them achieve their full potential, and supports and advises those who care and work with them. The Head of the Virtual School is a regular attendee of the Corporate Parenting Advisory Committee and reports to this Committee.

- 7.2 Priority 4 - Create homes and communities where people choose to live and are able to thrive. Having access to expert support in building procurement will assist with the Council's home building projects.
- 7.3 Shared service allows the ICT service access to more resources, thus improving its ability to support all current corporate priority and transformation programmes.
- 7.4 The shared service approach also allows the Council to reduce the current costs of short term resources required by transformation programmes and priority outcomes.
- 7.5 The Community Safety Partnership supports meeting the requirements of Priority 2 – Enable all Adults to live healthy, long and fulfilling lives and Priority 5 – Creating Homes and communities where people choose to live and are able to thrive.

## **8 Statutory Officers comments (Chief Finance Officer (including procurement), Assistant Director of Corporate Governance, Equalities)**

### **Finance**

- 8.1 The service manager confirms that these Committees can be serviced from within existing business unit resources. Members should note that these Committees do not have the authority to incur expenditure or make budgetary decisions.
- 8.2 There is no direct cost of becoming a Constituent Member of LHC. There may be an indirect cost of the Councillors attending the meeting of the Board of LHC Elected Members in London which takes place twice a year. The Council will receive a share of the annual surplus generated by the LHC. There are no other financial implications arising from this report.

### **Procurement**

- 8.3 Haringey Council is not obliged to use the services or framework agreements of the LHC unless these demonstrably provide better Value for Money when compared to other options.
- 8.4 The establishment of a Joint Committee should not affect the current VfM test that is applied at a programme or project level.
- 8.5 Procurement does not need to comment on matters relating to terms of reference for the Shared ICT and Digital Service Joint Committee.

### **Legal**

- 8.6 The Assistant Director Corporate Governance has been consulted on the contents of this Report.

- 8.7 The Council's Constitution sets out the relevant Cabinet arrangements at Part Three, Section C and confirms that the Cabinet may establish advisory Committees the membership of which does not have to be limited to Cabinet Members. The Cabinet may change them, abolish them, or create further ones, at its own discretion. These powers must be exercised with the agreement of the Leader and may be exercised by the Leader personally. The requirement to expressly renew the Corporate Parenting Advisory Committee each municipal year following its establishment is referred to in paragraph 5.1 of this report.
- 8.8 The legal and constitutional requirements relating to appointment of members to the LHC Joint Committee are referred to in paragraph 6.4: the proposed appointments comply with those requirements.
- 8.9 The Council would be liable, jointly with the other LHC Constituent Members, to cover any losses incurred by LHC. This is thought to be minimal and manageable through participation on the LHC Joint Committee.
- 8.10 The terms of reference of Shared ICT and Digital Service Joint Committee with Camden and Islington established under the Local Authorities (Arrangement for the Discharge of Functions) (England) Regulations 2012/1019, requires the Council to appoint two members of the Cabinet to the Joint Committee. In addition the Council may nominate substitute members, to attend, if the appointed members are not able attend. One member appointed must be the relevant Cabinet Member responsible for ICT. Substitute members must also be drawn from the Cabinet..
- 8.11. The Community Safety Partnership (CSP) is a statutory body established pursuant to sections 5 -7 of the Crime and Disorder Act 1998. The CSP fulfils the duty placed on local authorities to address community safety in partnership with the Police and other partners.

### **Equality**

- 8.12 There are no specific equalities and cohesion implications to the proposals made in this report.

## **9 Use of Appendices**

Appendix A - Corporate Parenting Advisory Committee Terms of Reference  
Appendix B - LHC Constitution  
Appendix C – Update to the LHC Constitution  
Appendix D Shared ICT and Digital Service Joint Committee Terms of reference  
Appendix E Community Safety Partnership Terms of Reference

## **10 Local Government (Access to Information) Act 1985**

London Housing Consortium - Cabinet Report - 7<sup>th</sup> February 2012

Appointment of Cabinet Committees 2017/18 – Cabinet 20 June 2017





## Corporate Parenting Advisory Committee

### Terms of Reference

1. To be responsible for the Council's role as Corporate parent for those children and young people who are in care;
2. To ensure the views of children in care are heard;
3. To seek to ensure that the life chances of children in care are maximized in terms of health, educational attainment and access to training and employment to aid the transition to a secure and fulfilling adulthood;
4. To ensure that the voice and needs of disabled children are identified and provided for;
5. To monitor the quality of care provided by the Council to Children in Care;
6. To ensure that children leaving care have sustainable arrangements for their future wellbeing; and
7. To make recommendations on these matters to the Cabinet or Cabinet Member for Children and Director of Children and Young People's Service.





This Constitution had been approved by each of the Authorities as the Constitution of the LHC Joint Committee.

## **1. Establishment of the Joint Committee**

- 1.1 The Joint Committee shall be the “LHC Joint Committee”
- 1.2 The Joint Committee is established under Section 101(5) of the Local Government Act 1972, as applied by Section 9EB of the Local Government Act 2000 and Part 4 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 by the Executives of each of the Councils.
- 1.3 The Joint Committee shall comprise two members from each of the Authorities. Each Authority’s representatives on the Joint Committee shall be appointed by the Authority’s executive, a member of the executive or a committee of the executive, as appropriate. One member shall be an executive member and one a non-executive member.
- 1.4 A member of the Joint Committee shall cease to be a member of the Joint Committee, and a vacancy shall automatically arise, where the member ceases to be a member of the Executive of the Appointing Authority or a member of the Appointing Authority.
- 1.5 Upon being made aware of any member ceasing to be a member of the Joint Committee, the Secretary to the Joint Committee shall write to that member confirming that he/she has ceased to be a member of the Joint Committee, and notify the Appointing Authority and the other members of the Joint Committee accordingly. The relevant Appointing Authority shall appoint another qualifying member to the Joint Committee for the duration of the term of office of the original member.
- 1.6 When sitting on the Joint Committee members are bound by the provisions of the Members’ Code of Conduct for their authority.

## **2. Chairperson and Vice-Chairperson of the Joint Committee**

- 2.1 At the first meeting of the Joint Committee and thereafter at the first meeting of the Joint Committee after 1 May in any year, the Joint Committee shall elect a Chairperson of the Joint Committee and a Vice Chairperson of the Joint Committee for the following year from among the members of the Joint Committee.
- 2.2 Where a member of one Authority is elected as the Chairperson of the Joint Committee, the Vice Chairperson of the Joint Committee shall be elected from among the members of the Joint Committee who are members of the other Authorities.



LHC Constitution.V7a.Jan 2013

2.3 The Chairperson and Vice Chairperson of the Joint Committee shall each hold office until:

- (i) A new Chairperson or Vice Chairperson of the Joint Committee is elected in accordance with Paragraph 2.1 above;
- (ii) He/she ceases to be a member of the Joint Committee; or
- (iii) He/she resigns from the office of Chairperson or Vice Chairperson by notification in writing to the Secretary to the Joint Committee.

2.4 Where a casual vacancy arises in the office of Chairperson or Vice Chairperson of the Joint Committee, the Joint Committee shall at its next meeting elect a Chairperson or Vice Chairperson, as the case may be, for the balance of the term of office of the previous Chairperson or Vice Chairperson.

2.5 Where, at any meeting or part of a meeting of the Joint Committee, both the Chairperson and Vice Chairperson of the Joint Committee are either absent or unable to act as Chairperson or Vice Chairperson, the Joint Committee shall elect one of the members of the Joint Committee present at the meeting to preside for the balance of that meeting or part of the meeting, as appropriate.

### **3. Secretary to the Joint Committee**

3.1 The Joint Committee shall be supported by the Secretary to the Joint Committee.

3.1 The Secretary to the Joint Committee shall be an officer of one of the Authorities, appointed by the Joint Committee for this purpose. 3.2 The functions of the Secretary to the Joint Committee shall be:

- (i) To maintain a record of membership of the Joint Committee;
- (ii) To summon meetings of the Joint Committee in accordance with Paragraph 4 below;
- (iii) To prepare and send out the agenda for meetings of the Joint Committee after consultation with the Chairperson and the Vice Chairperson of the Committee and the Project Director;
- (iv) To keep a record of the proceedings of the Joint Committee and to publicise such record as is required by law;
- (v) To take such administrative action as may be necessary to give effect to decisions of the Joint Committee;



(vi) Such other functions as may be determined by the Joint Committee.

#### 4. Convening of Meetings of the Joint Committee

4.1 The Joint Committee shall meet at least twice in the course of each financial year.

4.2 Meetings of the Joint Committee shall be held at such times, dates and places as may be notified to the members of the Joint Committee by the Secretary to the Joint Committee, being such time, place and location as:

- (i) the Joint Committee shall from time to time resolve;
- (ii) the Chairperson of the Joint Committee, or if he/she is unable to act, the Vice Chairperson of the Joint Committee, shall notify to the Secretary to the Joint Committee; or
- (iii) The Secretary to the Joint Committee, after consultation where practicable with the Chairperson and Vice Chairperson of the Joint Committee, shall determine in response to receipt of a request in writing addressed to the Secretary to the Joint Committee:

(a) from and signed by two members of the Joint Committee, or

(b) from the Chief Executive of any of the Authorities,

which request sets out an urgent item of business within the functions of the Joint Committee.

4.3 The Secretary to the Joint Committee shall settle the agenda for any meeting of the Joint Committee after consulting, where practicable:

- (i) The Chairperson of the Joint Committee;
- (ii) The Vice Chairperson of the Joint Committee;

and shall incorporate in the agenda any items of business and any reports submitted by:

- (a) the Chief Executive of any of the Authorities;
- (b) the Chief Finance Officer to any of the Authorities;
- (c) the Monitoring Officer to any of the Authorities;
- (d) the Legal Adviser to the Joint Committee;
- (e) the Director of the LHC Operations Group;
- (f) any two members of the Joint Committee in accordance with Paragraph 8.1(iii) below.



## **5. Procedure at Meetings of the Joint Committee**

- 5.1 The Joint Committee shall, unless the member of the Joint Committee presiding at a meeting or the Joint Committee determines otherwise, conduct its business in accordance with the Joint Committee Procedure Rules set out in Appendix One to this Constitution
- 5.2 The Chairperson of the Joint Committee, or in his/her absence the Vice Chairperson of the Joint Committee, or in his/her absence the member of the Joint Committee elected for this purpose, shall preside at any meeting of the Joint Committee.

## **6. Powers Delegated to the Joint Committee**

- 6.1 The Joint Committee shall act as a strategic forum for LHC, providing direction to the Operations Group. Its executive decision-making powers shall include the following:
- (i) identification of the overall strategic objectives of the LHC;
  - (ii) management of the LHC
  - (iii) overseeing and monitoring the work of the Operations Group;
  - (iv) setting the staffing structure of the LHC
  - (v) overseeing the procurement of framework agreements on behalf of the Authorities
  - (vi) overseeing the provision of technical advice and consultancy services provided by the LHC Operations Group.
- 6.2 The Joint Committee may make such other executive decisions from time to time as are necessary for the efficient operation of LHC.
- 6.3 Without prejudice to Paragraph 6.1 above, it is hereby declared that the following functions are reserved to each of the Authorities and shall not be within the powers of the Joint Committee:
- (i) All non-executive functions of any of the Authorities.
  - (ii) Any decision which is contrary to or not wholly in accordance with the Budget approved by each Authority for the Joint Committee, or is contrary to an approved policy or strategy of any of the Authorities;

## **7. Attendance at meetings of the Joint Committee**

- 7.1 Notwithstanding that a meeting or part of a meeting of the Joint Committee is not open to the press and public, the officers specified in Paragraph 7.2 below of each of the Authorities shall be entitled to attend all, and all parts,



of such meetings, unless the particular officer has a conflict of interest as a result of a personal interest in the matter under consideration.

7.2 The following are the officers who shall have a right of attendance in accordance with Paragraph 7.1:

- (i) the Chief Executive of any of the Authorities;
- (ii) the Chief Finance Officer to any of the Authorities;
- (iii) the Monitoring Officer to any of the Authorities;
- (iv) the Director of the LHC Operations Group

## **8. Financial Regulations, Officer Employment Procedure Rules and Contract Standing Orders**

8.1 The Joint Committee shall operate under the Financial Regulations, Officer Employment Procedure Rules and Contract Standing Orders of the London Borough of Hillingdon ('Hillingdon').

## **9. Amendment of this Constitution**

9.1 This constitution may be altered by resolution of a meeting of the Joint Committee supported by a majority of the members voting provided that notice in writing of such alterations has been given to the Members of the Joint Committee by the Secretary to the Joint Committee not less than 21 clear days before the meeting.

## **10. Lead Borough Arrangements**

10.1 Hillingdon shall act as lead borough for and on behalf of all the Authorities in relation to:

- (i) the employment of the staff of LHC,
- (ii) insurance,
- (iii) financial oversight,
- (iv) the entering into of legal relations where LHC would enter such relations were it a competent legal entity, (v) Secretary to the Joint Committee.

10.2 The LHC Operations Group shall be employed by Hillingdon and the terms and conditions of staff within the LHC Operations Group shall be those used by Hillingdon.

10.3 Hillingdon shall effect insurance for all the insurable risks of LHC including employer's, public, professional and motor contingency liability insurance together with all other risks which it considers appropriate to cover, in order to protect the liabilities and assets of the Authorities.



10.4 Hillingdon shall enter all contractual and other legal relations for LHC and shall defend or settle any proceedings issued for liabilities arising from the activities of LHC.

10.5 The method of calculating the reimbursement of the costs of performing lead borough functions shall be on such basis as the Joint Committee shall from time to time approve. Calculations relating to payments of reimbursement of costs to lead boroughs shall be presented to the Joint Committee for information.

## **11. Indemnities**

11.1 The Authorities (which for the elimination of doubt includes Hillingdon) in equal shares shall indemnify Hillingdon against any costs, losses, liabilities and proceedings which Hillingdon may suffer as a result of or in connection with its obligations herein provided that any such costs are not due to any negligent act or omission (determined at law) of Hillingdon or any breach by it of its obligations.

11.2 Hillingdon shall indemnify the Authorities against any costs, losses, liabilities and proceedings which the Authorities may suffer as a result of or in connection with any breach by Hillingdon of its obligations and/or any negligent act or omission (determined law).

## **12. LHC Operations Group**

12.1 Notwithstanding that Hillingdon shall be the employer of the staff, the Joint Committee shall determine the structure of the staffing group from time to time to ensure that the LHC can carry out its role efficiently and effectively.

12.2 The Director shall report to the Joint Committee on all activity relating to the work of the Operations Group at least annually.

12.3 Notwithstanding that Hillingdon shall, as employer, be responsible for the staff of the LHC in circumstances where either the Joint Committee or the LHC cease to exist, the Authorities shall co-operate with each other with a view to finding continued employment for the displaced staff with one or more of the Authorities.

## **13. Budget**

13.1 An annual budget showing forecasts and estimates for income and expenditure for the following two years shall be presented for approval by the Joint Committee annually.

## **14. Surpluses and deficits**

14.1 The method of calculating the share of the surplus due to LHC members shall be on such basis as the Joint Committee shall from time to time approve. Calculations relating to payments of surpluses to LHC members shall be presented to the Joint Committee for information. Any deficits





arising from the activities of the LHC Operations Group shall be borne equally between the Authorities.

## 15. Premises

15.1 Any premises relating to the work of the LHC Joint Committee must be owned or leased by one of the Authorities.

15.2 Premises currently occupied by the LHC Operations Group are leased by the London Borough of Hillingdon.

## 16. Withdrawal from membership of the Joint Committee

16.1 If any of the authorities wishes to withdraw from membership of the Joint Committee that authority shall give notice to the Secretary to the Joint Committee by no later than 30 September in any year and that authority shall cease to be a member of the Joint Committee on 1 April in the following year.

16.2 From the date of giving notice up to and including 31 March in the following year the authority which has given notice shall remain a full member of the Joint Committee and shall be entitled to receive its full share of any distributed surplus or will be liable to pay its full share of any deficit, as the case may be, for the financial year in which its membership ceases.

## 17. Interpretation

17.1 In this Constitution the following words and phrases shall have the following meanings”

“Authority” means each of the London Boroughs of Ealing, Hackney, Haringey, Hillingdon, Islington, Tower Hamlets and Buckinghamshire County Council and “Authorities” shall mean all of these Authorities. “Council” means each [as above] and “Councils” shall mean all of these Councils.

“Director” means the officer of the London Borough of Hillingdon who acts as Director of the LHC Operations Group

“The Joint Committee” means the LHC Joint Committee comprised of members of each of the Authorities.

“LHC” means the London Housing Consortium which exists to provide specialist technical and procurement services to building programmes undertaken by participating local authorities and other public sector bodies and provides framework arrangements for such procurement services to such bodies

“The LHC Operations Group” means such team of officers from the Authorities, as the Authorities shall establish to manage LHC under the guidance of the Joint Committee.



“The Secretary to the Joint Committee” means the officer of one of the Authorities appointed for the time being by the Joint Committee to perform this function.



## Appendix One      Joint Committee Procedure Rules

### 1 Application

1.1 These procedure rules apply to all meetings of the Joint Committee, any Sub-Committee of the Joint Committee, and to decisions of individual Joint Committee Members and executive decisions taken by officers under powers delegated from the Joint Committee.

### 2 Allocation and Delegation of Functions

2.1 Where the Joint Committee is responsible for the discharge of a function, it may arrange for the discharge of that function by a Sub-Committee of the Joint Committee or by an officer.

2.2 Where a Sub-Committee is responsible for the discharge of a function, it may arrange for the discharge of that function by an officer.

2.3 Where a function has been delegated by the Joint Committee or a Sub-Committee of the Joint Committee, the Joint Committee or Sub-Committee may at any time resume responsibility for the discharge of that function by giving notice in writing to the person or body to whom the function has been delegated, with a copy to the Secretary to the Joint Committee.

2.4 Where a Sub-Committee of the Joint Committee or officer has been given delegated powers in respect of a function, that body or person may at any time refer the matter back for decision to the body by which the power was delegated.

### 3 Meetings

3.1 The Joint Committee shall meet as necessary for the effective discharge of its functions. Any Sub-Committees shall meet as necessary to discharge their functions.

3.2 The Joint Committee shall meet at such time, date and location as may be determined:

- (i) by the Joint Committee;
- (ii) by the Chairperson of the Joint Committee or if the Chairperson is unable to act, the Vice-Chairperson;
- (iii) following a request from any two members of the Joint Committee and notified to the Secretary to the Joint Committee;



- (iv) following a request from the Chief Executive of any of the Authorities and notified to the Secretary to the Joint Committee.

3.3 Meetings of Sub-Committees shall be on such time, date and location as the Sub-Committees may determine and notify to the Secretary to the Joint Committee.

#### **4 Summons and Agenda Procedure**

4.1 All meetings of Joint Committee and Sub-Committees shall be summoned by the Secretary to the Joint Committee.

4.2 Except in cases of special urgency, at least 5 clear working days before the meeting, the Secretary to the Joint Committee shall prepare and send to each member an agenda setting out:

- (i) The identity of the body;
- (ii) The time, date and location of the meeting;
- (iii) The business to be transacted at the meeting, including:
  - (a) A report concerning the finances of LHC
  - (b) Any reports and recommendations from any of the Authorities;
  - (c) Any reports or recommendations from the Joint Committee, or a Sub-Committee;
  - (d) Any notices of motion to, or referred to, the Joint Committee;
  - (e) Any petitions to, or referred to, the Joint Committee;
  - (f) Any reports to be made by statutory officers of any of the Authorities;
  - (g) Any matters which the Chair has notified to the Secretary to the Joint Committee for inclusion in the agenda;
  - (h) Any reports to be made by the Project Director or other officers of any of the Authorities appropriate to the proper discharge of the Joint Committee's business;
  - (i) Consideration of the Joint Committee's work programme
  - (j) Where practicable, an indication that the Secretary to the Joint Committee is of the opinion that it is likely that the press and public will be excluded from all or part of the meeting.

4.3 No business may be transacted at a meeting which is not specified in the agenda or supplementary agenda for the meeting unless the Chairperson of the Joint Committee or Sub-Committee agrees that the item should be considered as a matter of urgency. The reason for the urgency shall be specified in the statement of decision.

4.4 The agenda shall be accompanied by any reports and documents necessary for the decision-maker(s) to discharge the business effectively. Each such report shall be in such standard form as the Secretary to the



Joint Committee may prescribe and shall include a list of all background papers which the author of the report has relied upon in compiling the report. As a matter of principle, any written report relating to a matter included in the agenda should be made available and circulated at the same time as the agenda, but where this is not practicable because of the urgent nature of the matter, the agenda will state that the report is to follow and the report will be circulated as soon as possible after the circulation of the agenda for the meeting.

## 5 Rights of Attendance and Audience

- 5.1 Agendas of the Joint Committee and of any Sub-Committee meetings and reports, except those marked “Not for Publication”, will be available for inspection on request by the public at the offices of the constituent Authorities during normal office hours.
- 5.2 The presumption is that all meetings of the Joint Committee and of any Sub-Committees shall be open to the public. However:
- (i) Where the Secretary to the Joint Committee is of the opinion that it is likely that the press and public will be excluded from all or part of a meeting, he/she shall so indicate on the agenda and may withhold from the press and public any report or background paper which would disclose confidential or exempt information;
  - (ii) The Joint Committee and any Sub-Committee must exclude the press and public from any part of a meeting at which confidential information is likely to be disclosed;
  - (iii) The Joint Committee and any Sub-Committee may exclude the press and public from any part of a meeting:
    - (a) at which exempt information is likely to be disclosed; or
    - (b) at which officers will provide a briefing to members on a matter on which a decision is likely to be taken on the matter within the next 28 days;
- 5.3 Where the Joint Committee or a Sub-Committee excludes the press and public from a meeting, all members of the constituent authorities who are not members of the Joint Committee or Sub-Committee, as appropriate, shall leave the meeting unless specifically invited to remain. This provision shall not apply to:
- (i) the Chief Executive of any of the Authorities;
  - (ii) the Chief Finance Officer to any of the Authorities;



(iv) the Monitoring Officer to any of the Authorities; (v) the Director of the LHC Operations Group.

5.4 All documents which are open to public inspection will normally be available at least five clear days before the relevant meeting. Where a report is not available when the agenda is published, the report shall be made available for public inspection when it is made available to members of the Joint Committee.

5.5 Any Member (of any of the Authorities) may:

- (i) Provide the Secretary to the Joint Committee, before the day on which the meeting is to be held, with representations in writing in respect of any matter on such an agenda, in which case the Secretary to the Joint Committee shall ensure that such representations are provided to the decision-maker(s);
- (ii) Attend the meeting and address the decision-maker for up to 5 minutes in respect of the matter to be decided.

5.6 Members of the public may submit to the Secretary to the Joint Committee comments in writing about any matter on an agenda for a meeting before the day on which the meeting is to be held. Where practicable, such comments will be reported to the decision-maker(s)

## **6 Departure Decisions**

6.1 The Joint Committee and any Sub-Committee shall not take a decision which is contrary to or not wholly in accordance with an Authority's approved Budget or the Authority's approved plan or strategy for borrowing and capital expenditure, and which is not within the approved virement limits, but shall refer the proposed decision to all relevant Authorities for determination.

6.2 The Joint Committee and any Sub-Committee shall not take a decision which is contrary to an Authority's Policy Framework, but shall refer the proposed decision to all relevant Authorities for determination.

6.3 Paragraphs 6.1 and 6.2 shall not apply where the decision -

- (i) is urgent (in the sense that the interests of the Authority, its area or the inhabitants of the area are at risk of suffering unacceptable damage if the decision were to be deferred.); and



(ii) the Secretary to the Joint Committee has notified the Chairperson of Scrutiny Committee of the relevant Authority or, if he/she is unable to act, the Chairperson of Council or, if he/she is unable to act, the ViceChairperson of Council of the intended decision and the reasons for urgency and that Councillor has notified the Secretary to the Joint Committee in writing that he/she agrees that the matter needs to be determined as a matter of urgency.

6.4 In each instance where an urgent decision is taken under Paragraph 6.3 above, the decision-maker(s) shall as soon as reasonably practicable after the making of the decision, submit a report to each relevant Authority setting out the particulars of:

- (i) the decision which has been taken
- (ii) the reasons why the decision was urgent, and (iii) the reasons for the decision itself.

6.5 The Secretary to the Joint Committee shall ensure that a report setting out each urgent departure decision is presented to the next convenient meeting of the relevant Scrutiny Committee.

## 7. Overview and Scrutiny

7.1 Decisions of the Joint Committee will be subject to scrutiny and call-in by the Authorities. Each of the Authorities will apply their existing overview and scrutiny arrangements to decisions of the Joint Committee.

7.2 The Secretary to the Joint Committee will publish a record of the decisions of the Joint Committee within 3 clear working days of a meeting and will send a copy of the decisions to a nominated person of each Authority.

7.3 Each nominated person will publish the record of decisions within his/her Authority on the day of notification at which point the requirements of the Authorities' Overview and Scrutiny Procedure Rules shall apply in relation to the call-in of any decision.

7.4 If a decision of the Joint Committee is not called-in in any of the Authorities by the expiration of 5 clear working days from the date on which the nominated persons were provided with a record of the decision and the Secretary to the Joint Committee has not been notified of any such call-in then the decision may be implemented forthwith.

7.5 If a decision is called-in in one or more of the Authorities, the overview and scrutiny arrangements of each Authority which has called-in the decision shall apply as if the decision was one made by that Authority's own executive. When the appropriate overview and scrutiny committee has considered the matter and determined whether or not to agree with the decision of the Joint Committee, the nominated officer of each Authority which has called-in the decision shall notify the Secretary to the Joint Committee of the outcome of such consideration.



- 7.6 If the decision of each relevant overview and scrutiny committee is to agree with the decision of the Joint Committee, the Secretary to the Joint Committee will notify each nominated officer and the decision may be implemented forthwith.
- 7.7 If the decision of one or more relevant overview and scrutiny committees is to recommend to the Joint Committee an alternative course of action, then the decision of the Joint Committee shall be held in abeyance until further consideration is given to the matter at the next appropriate meeting of the Joint Committee.
- 7.8 At the meeting of the Joint Committee at which the matter is considered further, the Chair of the relevant overview and scrutiny committee(s) may attend and address the Joint Committee upon the decision of his/her overview and scrutiny committee and in relation to the alternative course of action recommended.
- 7.9 The Joint Committee will reconsider the proposed decision and may affirm it, or amend it as it considers appropriate.

## **8 Rules of Procedure**

- 8.1 The Chairperson shall preside at meetings of the Joint Committee. In his/her absence, the Vice Chairperson shall preside. In the absence of both Chairperson and Vice Chairperson, the meeting shall elect a member of the Joint Committee to preside for the duration of the meeting.
- 8.2 Each Sub-Committee shall elect a Chairperson. In his/her absence, the Sub-Committee shall elect a member to preside for the duration of the meeting.
- 8.3 At each meeting of the Joint Committee the following business will be transacted:
- (i) Apologies for absence
  - (ii) Declarations of interest
  - (iii) Matters arising from the minutes of the previous meeting
  - (iv) Matters set out in the agenda for the meeting.
- 8.4 The person presiding at a meeting shall conduct the meeting in accordance with these Procedure Rules.
- 8.5 The person presiding at the meeting may vary the order of business at the meeting.
- 8.6 The person presiding at the meeting may invite any person, whether a member or officer of the Joint Committee or a third party, to attend the meeting and to speak on any matter before the meeting.





## **9 Quorum**

9.1 The quorum for a meeting of the Joint Committee or a Sub-Committee shall be three members each from a separate authority

## **10 Record of Attendance**

10.1 All Joint Committee Members and Sub-Committee members present during the whole or part of a meeting must sign their names on the attendance sheet before the conclusion of the meeting.

## **11 Disorderly Conduct**

11.1 If in the opinion of the person presiding, any member of the Joint Committee or of a Sub-Committee misbehaves at a meeting by persistently disregarding the ruling of the person presiding, or by behaving irregularly, improperly or offensively, or by wilfully obstructing the business of the Joint Committee or a Sub-Committee, the person presiding may move not to hear the member further. If the motion is seconded it shall be put to the vote without discussion.

11.2 If in the opinion of the person presiding, the member persistently misbehaves after such a motion has been carried, the person presiding may require the removal of the member for such period as the person presiding shall determine. The person presiding may if necessary adjourn or suspend the sitting of the Joint Committee or Sub-Committee.

11.3 If a member is required to leave a meeting under this Procedure Rule, the member is not entitled to vote during the period of exclusion.

11.4 If a member of the public or Councillor who is not a Joint Committee or Sub-Committee Member interrupts the proceedings at any meeting, the person presiding may issue a warning. If the interruption continues the person presiding may order the person's removal from the room or chamber in which the meeting is being held.

11.5 In case of general disturbance in any part of the chamber open to the public the person presiding may order that part cleared. If the person presiding considers it necessary, he may adjourn or suspend the sitting of the Joint Committee or Sub-Committee.

## **12 Voting**

12.1 Whilst the Joint Committee shall seek to operate by consensus, matters under consideration shall be determined by a majority vote of those members present and voting



12.2 Voting is generally by a show of hands.

12.3 Any Joint Committee or Sub-Committee Member may ask for a vote to be recorded. Individual votes will then be taken by way of a roll call and recorded in the minutes so as to show how each member present and voting gave his vote.

12.4 Any Joint Committee or Sub-Committee Member may ask that his/her individual vote be recorded in the minutes.

12.5 Whenever a vote is taken by show of hands and not by roll call, the person presiding shall ask for those in favour and those against to vote in turn. He will then ask those abstaining from voting to indicate accordingly. Any member may ask for the number of those in favour, the number of those against and the number of those abstaining to be recorded in the minutes.

12.6 A member may not change his/her vote once he/she has cast it and another member has been called upon to vote.

12.7 If a member arrives before the casting of votes has been commenced he/she is entitled to vote.

12.8 Immediately after a vote is taken any member may ask for it to be recorded in the minutes that he/she voted for or against the question, or that he/she abstained.

12.9 A matter shall be considered to be approved if it receives the votes of a majority of those members entitled to vote who are present and voting. In the event that the votes cast for and against a proposal are equal, the person presiding, will have a second and/or casting vote. There shall be no restriction on the manner in which the casting vote is exercised.

12.10 Where there are more than two persons nominated for any position to be filled by the Joint Committee or a Sub-Committee, and no person receives more than one half of the votes given, the name of the person having the least number of votes will be struck off the list and a fresh vote taken, and so on until a clear majority of votes is given in favour of one person.

### **13 Recording the Decision**

13.1 The person presiding shall be responsible for ensuring that the Secretary to the Joint Committee is clear as to the decision taken and the reasons for that decision.

13.2 The Secretary to the Joint Committee shall then, as soon as reasonably practicable after the end of the meeting, prepare a statement of the decisions taken at the meeting, including:



- (i) The Joint Committee and Sub-Committee and other members of the Authorities attending the meeting
- (ii) Any disclosures of personal or prejudicial interests
- (iii) The decisions taken and the date of those decisions
- (iv) Whether the decision is urgent and should be implemented directly
- (v) A summary of the reasons for the decision
- (vi) The options which were considered at, but rejected by, the meeting

The Secretary to the Joint Committee may consult the person presiding at the meeting as to the matters to be recorded in the minute.

13.3 Where the statement of decision(s) would disclose confidential or exempt information, the Secretary to the Joint Committee shall produce a formal statement of decisions of the meeting and a summary of the decisions taken at the meeting excluding such confidential and exempt information but providing a coherent account of the matters decided.

13.4 Where the decision is a decision upon a reconsideration of a decision on a Call-In by a Scrutiny Committee, the Secretary to the Joint Committee shall be responsible for reporting that reconsideration decision to the Scrutiny Committee.

13.5 The Secretary to the Joint Committee shall be responsible for circulating the statement of decisions to officers of the authority responsible for the implementation of the decision(s).

## **14 Implementing decisions**

14.1 Decisions shall not be implemented until 5 clear days from the publication of the statement of decision(s) of the meeting or the decision.

14.2 Paragraph (a) shall not apply where the author of any report has stated therein, or the decision-maker(s) have determined, that the matter is urgent and that the interests of one or more of the constituent authorities, its area or the inhabitants of the area are at risk of suffering unacceptable damage if the decision were not to be implemented directly.

14.3 Where a non-urgent decision is called in by a Scrutiny Committee before it is implemented, implementation of the decision will be deferred until the decision-maker has had the opportunity to consider any request from the Scrutiny Committee for the re-consideration of the matter.





Trusted procurement for  
better buildings and homes

## **LHC Constitution**

This Constitution had been approved by each of the Authorities as the Constitution of the LHC Joint Committee.

### **1. Establishment of the Joint Committee**

- 1.1 The Joint Committee shall be the "LHC Joint Committee"
- 1.2 The Joint Committee is established under Section 101(5) of the Local Government Act 1972, as applied by Section 9EB of the Local Government Act 2000 and Part 4 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 by the Executives of each of the Councils.
- 1.3 The Joint Committee shall comprise two members from each of the Authorities. Each Authority's representatives on the Joint Committee shall be appointed by the Authority's executive, a member of the executive or a committee of the executive, as appropriate and serve for a term of four years. One member shall be an executive member and one a non-executive member

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## **Shared ICT and Digital Service Joint Committee – Terms of Reference**

The Joint Committee shall be known as the “Shared Digital Joint Committee”

The Joint Committee is established under section 101(5) of the Local Government Act 1972, as applied by section 9EB of the Local Government Act 2000 and Part 4 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 by the Executives of each of the Councils and the delegations to cabinet and cabinet members are subject to this delegation.

### **Membership:**

- 1 The Joint Committee shall comprise of six members, two appointed by each of London Borough of Camden, London Borough of Haringey and London Borough of Islington (“the Councils”).
- 2 One member appointed by each council should be the Cabinet/Executive member responsible for information/digital technology
- 3 Every member appointed to the Joint Committee shall be a member of the Executive/Cabinet of their council. Should they cease to be a member of the Executive/Cabinet they will cease to be members of this Joint Committee. Political balance rules do not apply.
- 4 Each Council should nominate substitute Members who must be a member of the respective Executive/Cabinet to attend meetings of the Joint Committee, should an appointed member of the Joint Committee be unavailable or unable to attend a meeting of the Joint Committee. A substitute Member attending in the absence of an appointed member will have full voting rights.
- 5 Each Member of the Joint Committee shall be appointed annually but shall cease to be a member if s/he ceases to be a member of the Council appointing him/her or of its Cabinet/Executive or if removed by the relevant Leader.

### **Terms of Reference:**

The Shared Digital Joint Committee will:

- 6 Provide democratic oversight over the strategic delivery of Shared Digital provided to the councils through powers delegated to them by their Executives/Cabinets.
- 7 Approve the strategic service and financial plan for Shared Digital and the performance measures to ensure services are delivered to the agreed standard and within the resources provided by the Councils.
- 8 Receive updates on the Business Plan and the performance of Shared Digital.
- 9 Agree the procurement strategy and award contracts related to digital and IT spend where the total estimated value exceeds £2m revenue and/or £5m capital. Below these financial thresholds, authority to agree procurement strategies and award contracts is delegated to the Chief Digital and Information Officer

- 10 Suggest revisions to the Terms of Reference of the Shared Digital Joint Committee to be referred back to the Leaders and/or Executive/Cabinet of each of the Council's for approval.
- 11 Receive and consider a detailed report, within twelve months of the creation of the Joint Committee [by October/November 2017] that considers the Governance Model Options for Shared Digital and to make recommendations to the Cabinet/Executive of each of the Councils in respect of the report. Options to be evaluated to include the Joint Committee model as well as company models.
- 12 Delegate all matters not specified at 6-11 to the Chief Digital and Information Officer; and may delegate any matters within its terms of reference to a named officer of any of the councils. The Joint Committee shall not delegate a function to or create any Sub-Committees.
- 13 Notwithstanding delegation of any matters to an officer the Joint Committee may itself make decision on any such matters.

**Meetings of the Committee:**

- 14 The Shared Digital Joint Committee will meet at least three times a year. The venues of the meetings will be rotated in alphabetical order.
- 15 Further meetings may be called by the Head of Paid Service of any of the Councils as required.
- 16 Meetings of the Joint Committee shall be held at the venue or venues agreed by the Joint Committee or in respect of meetings called by a Head of Paid Service, at the venue determined by the person calling the meeting.
- 17 The Joint Committee shall appoint one of its members as Chair whose term of office shall run for one calendar year from appointment, unless that Member ceases to be a member to the Joint Committee. The Chair shall rotate between the boroughs alphabetically (i.e. Camden, Haringey, and Islington) unless otherwise agreed between the members of the Joint Committee. The new Chair shall be confirmed at the last scheduled meeting of the outgoing Chair's term.
- 18 A meeting of the Joint Committee shall require a quorum of one Member of each Council who are entitled to attend and vote.
- 19 Subject to the provisions of any enactment, all questions coming or arising before the Joint Committee shall be decided by a majority of the Members of the Joint Committee immediately present and voting thereon. Subject to the provisions of any enactment, in the case of an equality of votes the Chair shall have a second or casting vote but before exercising this, the Chair shall consider whether it is appropriate to defer the matter to the next meeting of the Joint Committee.



- 20 Any Member of the Joint Committee may request the Joint Committee to record the votes of individual Members of the Joint Committee on a matter for decision.
- 21 In its operation and functioning the Joint Committee shall, unless varied within these Terms of Reference, be governed and abide by the Camden Committee procedure rules and standing orders applying to Committees of the Council.
- 22 Any Member of the Councils who is not a Member of the Joint Committee is entitled to attend the Joint Committee but he/she shall not be entitled to vote. Any Member not a Member of the Joint Committee shall not take part in the consideration or discussion of any business, save by leave of the Chair.
- 23 Meetings of the Joint Committee will be open to the public except to the extent that they are excluded under paragraph 25.
- 24 All Executive decisions of the Joint Committee will be deemed Key Decisions.
- 25 The public may be excluded from a meeting of the Joint Committee during an item of business whenever it is likely, in view of the nature of the business to be transacted or the nature of the proceedings, that, if members of the public were present during that item, confidential information as defined in section 100A (3) of the Local Government Act 1972 or exempt information as defined in section 100I of the Local Government Act 1972 would be disclosed to them.
- 26 Each Council may call in any decision of the Joint Committee in accordance with the overview and scrutiny provisions of that Council's constitution. If any decision of the Joint Committee is subject to call in by a Council, the Joint Committee and officers shall take no irreversible action to implement that decision until after the call in process is completed.
- 27 All papers to be considered and/or decided on by the Joint Committee shall be provided to the Committee in electronic format. Members will receive the draft papers for comment 5 days prior to their publication.

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**Appendix E**  
**Community Safety Partnership - Membership List 2018/19**

	NAME OF REPRESENTATIVE
<b>Statutory partners/CSP members</b>	<p><b>Cllr Mark Blake</b>, Cabinet Member for Communities, Safety and Engagement (Co-chair)</p> <p><b>Helen Millichap</b>, Borough Commander (Co-chair), Haringey Metropolitan Police</p> <p><b>Cllr</b> Opposition representative</p> <p><b>Cllr Elin Weston</b>, Cabinet Member for Children Education and Families</p> <p><b>Zina Etheridge</b>, Chief Executive, Haringey Council</p> <p><b>Andrew Blight</b>, Assistant Chief Officer, National Probation Service - London for Haringey, Redbridge and Waltham Forest</p> <p><b>Douglas Charlton</b> Assistant Chief Officer, London Community Rehabilitation Company, Enfield and Haringey</p> <p><b>Simon Amos</b>, Borough Fire Commander, Haringey Fire Service</p> <p><b>Jill Shattock</b>, Director of Commissioning, Haringey Clinical Commissioning Group</p> <p><b>Mark Landy</b>, Community Forensic Services Manager, BEH Mental Health Trust</p> <p><b>Geoffrey Ocen</b>, Chief Executive, Bridge Renewal Trust</p> <p><b>Joanne McCartney</b>, MPA, London Assembly</p> <p><b>Stephen McDonnell</b>, Interim Director for Environment and Neighbourhoods</p> <p><b>Dr. Jeanelle de Gruchy</b>, Director Public Health, Haringey Council</p> <p><b>Ann Graham</b>, Director of Children Services, Haringey Council</p> <p><b>Beverley Tarka</b>, Director Adult &amp; Health , Haringey Council</p> <p><b>Sean McLaughlin</b> , Managing Director, Homes for Haringey</p> <p><b>Helen Twigg</b>, Victim Support</p> <p><b>Tony Hartney</b>, Safer Neighbourhood Board Chair</p>

<b>Supporting advisors</b>	<b>Nigel Brookes</b> , Superintendent, Haringey Metropolitan Police <b>Eubert Malcolm</b> , Head of Community Safety & Regulatory Services <b>Sarah Hart</b> , Commissioning Manager, Public Health Committee Secretariat
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## **The Community Safety Partnership (CSP) – Previously amended Terms of Reference July 2015**

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### **1. Purpose**

The CSP is a statutory partnership which is responsible for delivering the outcomes in the Community Safety Strategy 2013 - 2017 that relate to the prevention and reduction of crime, fear of crime, anti-social behaviour, harm caused by drug and alcohol misuse and re-offending. The prevention of violent extremism will become a further statutory duty from 1<sup>st</sup> July 2015. The CSP has strong links to the work of the Early Help Partnership and the Health & Wellbeing Board especially in respect of mental disorder and violence prevention.

The Partnership will work towards its vision by:

- Having strategic oversight of issues relating to all aspects of community safety
- Overseeing production of rolling crime/needs assessments
- Using evidence from crime audits, needs assessment and other data sources to plan value for money services and interventions
- Closely monitoring changes and trends in performance
- Making decisions in an inclusive and transparent way

### **2. Principles**

The following principles will guide the CSP's work. It will seek to:

- Solve problems with long-term positive outcomes
- Balance risk and harm
- Seek long-term solutions to areas of multiple deprivation
- Maximise resources (co-locating, reducing duplication and pooling budgets where possible)
- Share information effectively as a default principle
- Build on proven interventions
- Facilitate effective community input and capacity
- Integrate approaches to enforcement/front-line services
- Monitor robustly, evaluating progress and applying good practice

### **3. Responsibilities and core business of the CSP**

#### **3.1 Strategic planning:**

- To oversee the delivery of the strategic priorities for community safety, holding those responsible to account.
- To integrate, wherever appropriate, the plans and services of partner organisations.

- To ensure that the partnership is kept up to date so that it is able to respond effectively to changes in legislation, information and developments in relation to community safety.
- To identify, gain and manage funding as required to implement the Community Safety Strategy
- To review and update relevant information sharing protocols.

**3.2 Monitoring outcomes:**

- To agree a performance framework with regular monitoring and evaluation of outcomes against agreed milestones and targets.
- To monitor and review key performance indicators.
- To ensure equalities underpins the work of the partnership and all improvements deliver equality of access, outcome, participation and service experience.

**3.3 Community engagement:**

- To ensure the views of service users and residents are taken into consideration in planning and prioritising objectives.
- To remain flexible in order to respond to and help support individuals and communities that are affected by crime.

**4. Priorities and Outcomes**

4.1 The CSP is currently working on the following strategic outcomes in partnership with the Mayor’s Office for Policing and Crime and the Home Office:

<b>Outcome One</b>	Rebuild and improve public confidence in policing and maintaining community safety
<b>Outcome Two</b>	Prevent and minimise gang-related activity and victimisation
<b>Outcome Three</b>	Respond to Violence against Women and Girls*
<b>Outcome Four</b>	Reduce re-offending (through an integrated multi-agency model)
<b>Outcome Five</b>	Prevent and reduce acquisitive crime and anti-social behaviour (to include residential burglary, personal robbery, vehicle crime, fraud and theft)
<b>Outcome Six</b>	Prevent violent extremism, delivering the national PREVENT strategy in Haringey

\*This has been renamed from the original ‘Domestic and Gender-based violence’

## **5. Operational protocols**

### **5.1 Membership**

The membership of the CSP will:

- reflect statutory duties
- be related to the agreed purpose of the partnership
- be responsible for disseminating decisions and actions back to their own organisations and ensuring compliance
- be reviewed annually

The list of current members and advisors is attached on page 5

### **5.2 Chairing arrangements**

The CSP is currently being co-Chaired by the Cabinet Member for Communities and the police Borough Commander.

### **5.3 Deputies and representation**

Partner bodies are responsible for ensuring that they are represented at an appropriate level. It is not desirable to delegate attendance unless this is absolutely necessary. Where the nominated representative is hampered from attending, a deputy may attend in their place.

### **5.4 Co-opting**

The Board may co-opt additional members by agreement who will be full voting members of the Board.

### **5.5 Ex-officio**

The partnership may invite additional officers and other stakeholders to attend on an ex-officio basis, who will not be voting members of the CSPB, to advise and guide on specific issues.

### **5.6 Confidentiality**

The CSP has a strategic remit and will not therefore discuss individual cases. However, the disclosure of information outside the meeting, beyond that agreed, will be considered as a breach of confidentiality.

### **5.7 Meetings**

- Quarterly meetings will be held
- A meeting of the CSP will be considered quorate when at least one Chair and a representative of each of the local authority, health and police are in attendance.
- Attendance by non-members is at the invitation of the Chairs.
- The agendas, papers and notes will be made available to members of the public when requested, but meetings will not be considered as public meetings.

### **5.8 Agendas**

Agendas and reports will be circulated at least five working days before the meeting, after the agenda has been agreed by the Chairs. Additional late items will be at the discretion of the Chairs.

## **5.9 Partner action**

Representatives will be responsible for ensuring that all key issues are disseminated back to their organisations, ensuring compliance with any actions required and reporting back progress to the CSP.

## **5.10 Interest**

Members must declare any personal and/or pecuniary interests with respect to agenda items and must not take part in any decision required with respect to these items.

## **5.11 Absence**

If a representative of a statutory agency is unable to attend, a substitute must be sent to the meeting. If there is no representation for three meetings the organisation/sector will be asked to re-appoint/confirm its commitment to the partnership.





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## **MINUTES OF THE MEETING OF THE CABINET MEMBER SIGNING HELD ON MONDAY, 26TH FEBRUARY, 2018, 13:00**

### **PRESENT:**

**Councillor Peter Mitchell, Cabinet Member for Environment**

#### **9. FILMING AT MEETINGS**

The Chair referred Members present to agenda Item 1 as shown on the agenda in respect of filming at this meeting, and Members noted the information contained therein'.

#### **10. URGENT BUSINESS**

There were no items of urgent business.

#### **11. DECLARATIONS OF INTEREST**

None.

#### **12. THE LONDON LANDLORD AND LETTING AGENT WATCH LIST**

The Cabinet Member considered a report, which sought agreement to join the London Criminal Landlord and Letting Agent Watchlist on the GLA website, which holds information on landlords and letting agents who have acted unlawfully and been subject to enforcement action.

#### **RESOLVED**

That the Cabinet Member:

- I. Agree to the Council joining the London Criminal Landlord and Letting Agent Watchlist data sharing arrangements.
- II. Authorise the Interim Director for Commercial and Operations in consultation with the Cabinet Member for the Environment, to sign the data sharing procedure, and any subsequent amendment to the procedure arising from amendments to applicable legislation, in particular but not limited to the General Data Processing Regulation.

#### **Reasons for decision**

Agreeing to the signing of the data sharing procedure will allow authorised council officers within Haringey Council to share and access information on criminal landlords with other partners.

**Alternative options considered**

The London Landlord and Letting Agent Watchlist is a GLA led initiative that will only be available to those London boroughs who sign up to this specific purpose information sharing protocol. There is no alternative database available which holds such information that the Council would be able to access or participate in.

**13. NEW ITEMS OF URGENT BUSINESS**

N/A

CHAIR:

Signed by Chair .....

Date .....

## **MINUTES OF THE MEETING OF THE CABINET MEMBER SIGNING HELD ON FRIDAY, 9TH MARCH, 2018, 10.30 am**

### **PRESENT:**

**Councillor Alan Strickland**

#### **14. FILMING AT MEETINGS**

Noted.

#### **15. URGENT BUSINESS**

None.

#### **16. DECLARATIONS OF INTEREST**

None.

#### **17. HIGHGATE NEIGHBOURHOOD FORUM RE-DESIGNATION**

The Cabinet Member considered a report which sought approval for the designation of the Highgate Neighbourhood Forum, pursuant to Section 61F of the Town and Country Planning Act 1990.

**RESOLVED that the designation of the Highgate Neighbourhood Forum, pursuant to Section 61F of the Town and Country Planning Act 1990 be approved.**

#### **Reasons for decision**

The Council has a duty to support and facilitate the neighbourhood planning process in Haringey as required by the Town and Country Planning Act 1990 (as amended) (“the Act”). In addition, the local authority is required to take decisions on applications for neighbourhood forums within prescribed timescales, as set out in The Neighbourhood Planning (General) Regulations 2012 (as amended) (“the Regulations”). For applications made to more than one local authority the time limit is 20 weeks.

Officers from both Haringey and Camden have assessed the applications for the Highgate Neighbourhood Forum against the statutory requirements and have had regard to responses received as part of the public consultation on these. It is considered that the applications satisfactorily meet all of the statutory requirements.

#### **Alternative options considered**

As set out above the Council is required to support the neighbourhood planning process and make certain decisions within prescribed time periods, including the

decision to designate a neighbourhood forum. Therefore the only alternative option would be to not designate the Highgate Forum. This option has been discounted as the Highgate Forum have met the statutory tests for being designated, and there have been no consultation responses received which dispute this.

**18. NEW ITEMS OF URGENT BUSINESS**

Noted.

CHAIR: COUNCILLOR ALAN STRICKLAND

Signed by Chair .....

Date .....

## **MINUTES OF THE MEETING OF THE CABINET MEMBER SIGNING HELD ON TUESDAY, 13TH MARCH, 2018, 10.00 am**

### **PRESENT:**

**Councillors: Alan Strickland (Chair)**

#### **24. FILMING AT MEETINGS**

Noted

#### **25. URGENT BUSINESS**

None.

#### **26. DECLARATIONS OF INTEREST**

None.

#### **27. ALLOCATION OF RIGHT TO BUY RECEIPTS TO IDENTIFIED DEVELOPMENT PROJECTS TO PART -FUND DELIVERY OF AFFORDABLE RENTED HOUSING**

Councillor Strickland considered the report as set out in the agenda pack. Following a short discussion it was

#### **RESOLVED that**

- i. The allocation of Right to Buy receipts as grant funding to Hornsey Housing Trust, to fund the projects designated in the table at paragraph 6.5 of the report up to the funding amounts detailed in Part B exempt report be approved;**
- ii. Delegated authority be given to the Interim Strategic Director of Regeneration, Planning and Development after consultation with the s151 Officer to agree the final amount of grant allocated to this project provided that the amount of funding allocated to these projects does not exceed the figure indicated within Part B exempt report, and to agree the terms of the funding agreement.**

#### **REASONS FOR DECISION**

There is an acute shortage of housing supply, particularly of affordable housing, in Haringey. The borough has engaged with Registered Providers and identified a development pipeline of sites where input of RTB receipts to grant fund up to 30% of

scheme costs will help address this shortage by enabling a higher proportion of rented homes to be developed than may otherwise be the case.

Recommendation (i) is proposed to ensure the Council continues to take all opportunities to increase the borough's affordable housing stock and help to meet the significant need for affordable housing within the borough. This is in addition to contributing to the Council's strategic objective to "Achieve a step change in the number of new homes being built."

The Council expects the dwellings on these sites to be delivered within a reasonable timescale, approximately two years. All recipients of RTB grant funding will enter into a RTB Funding Agreement with the Council prior to receipt of funding. This funding agreement will require reimbursement of the RTB grant should there be unreasonable delay due to the RPs not progressing development proposals in a timely manner. The Council will receive 100% nomination rights to these affordable rented units in perpetuity.

The Council has sufficient retained RTB receipts to part-fund these development projects. RTB receipts that are retained by the council and not used within 3 years to provide replacement affordable rented units will have to be returned to MHCLG with interest at 4% above the Base Rate.

#### **ALTERNATIVE OPTIONS CONSIDERED**

To return net RTB receipts to MHCLG:

The Council is accumulating significant sums in RTB receipts and is allowed to re-invest this income to provide new rent affordable units. If the proposed receipts were to be returned to MHCLG rather than allocated to development projects, the supply of rented homes delivered and nominations to the Council would reduce given the adverse effect on financial viability resulting from the absence of this subsidy.

To fund alternative Registered Provider schemes in the borough: No appropriate scheme has come forward recently that will match the quality and quantity of the Hornsey Housing Trust social rented offer

#### **28. EXCLUSION OF THE PRESS AND PUBLIC**

**RESOLVED** that the press and public be excluded from the meeting for the consideration of item six as it contained exempt information as defined in Section 100a of the Local Government Act 1972; Paragraph 3 – information relating to the business or financial affairs of any particular person (including the authority holding that information).

#### **29. ALLOCATION OF RIGHT TO BUY RECEIPTS TO IDENTIFIED PROJECTS TO PART-FUND DELIVERY OF AFFORDABLE RENTED HOUSING - EXEMPT REPORT**



Councillor Strickland considered exempt information pertaining to item four of the agenda.

CHAIR: Councillor Alan Strickland

Signed by Chair .....

Date .....

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## **MINUTES OF THE MEETING OF THE CABINET MEMBER SIGNING HELD ON THURSDAY, 15TH MARCH, 2018, 2.30pm**

### **PRESENT:**

**Councillor Claire Kober – Leader of the Council**

### **30. FILMING AT MEETINGS**

The Leader referred those present to agenda Item 1 as shown on the agenda in respect of filming at this meeting and asked that those present reviewed and noted the information contained therein.

### **31. URGENT BUSINESS**

There were no items of urgent business put forward.

### **32. DECLARATIONS OF INTEREST**

There were no declarations of interest put forward.

### **33. TAILORING ACADEMY/FASHION ENTER GOOD GROWTH FUNDING**

The Interim Assistant Director for Economic Growth introduced the report which set out that the Council had submitted a bid for £430,000 of funding from the Greater London Authority (GLA) Good Growth Fund (GGF) in order support the capital costs of the proposed Tailoring Academy for London which was to be located in the borough. The Leader noted that this funding bid had been successful and the GLA now required the Council to enter into a funding agreement with it before the end of March. The Council would match the GLA GGF with the Council's own New Homes Bonus funding of £225,000, which was already held by the Council. The total funding available for the Council to invest in the capital cost of the Tailoring Academy would be £655,000.

The report further sought authority to conclude the funding arrangements with the GLA, and set out the justifications for the investment in the borough's clothing industry. It also sought a delegation to officers to finalise the terms of the agreement with the GLA and Fashion Enter Limited (Fashion Enter), the Council's preferred partner body for clothing training in the borough, subject to confirmation of terms and compliance with European state aid requirements.

The Leader noted that if the project was implemented, the Tailoring Academy was forecast to deliver the following outputs and outcomes:

552 jobs created/safeguarded - comprising:

- 50 new jobs created directly by Fashion Enter as a result of the setting up of the Tailoring Academy
- 502 jobs to be created/safeguarded in Haringey by the borough's clothing related and manufacturing sector engaging in the project directly or indirectly

100 level 5 apprenticeships delivered under a contract with the internationally renowned Savile Row (Tailors) Bespoke Association

2,090 training places offered per year through the Tailoring Academy, consisting of:

- 630 accredited apprenticeships, with 280 at level 1, 280 at level 2, 40 at level 3, and 30 at levels 4-6
- 545 per year achieving accredited qualifications
- 502 trainees/learners progressing to work
- Non-accredited courses for 1,300 individuals

## **RESOLVED**

1. To give delegated authority to the interim Strategic Director for Regeneration, Planning and Development, after consultation with the Cabinet Member for Economic Development, Social Inclusion and Sustainability and the Council's s151 Officer in order to:
  - enter into a Good Growth Fund grant agreement with the GLA upon terms as may be set out in the GLA grant Agreement; and
  - enter into a grant agreement with Fashion Enter in respect of total capital funding of £655,000, using £430,000 of Good Growth Fund monies received from the GLA and £225,000 of the Council's New Homes Bonus funds in order to create the Tailoring Academy in Haringey and to deliver jobs, training and apprenticeships for residents of the borough and more widely across London. This is on condition that any agreement with Fashion Enter will be subject to compliance with state aid requirements as well as all GLA funding conditions.

## **Reasons for Decision**

The primary reason for the decision is to help realise the Council's objective of creating jobs and skills in the local and London clothing sector, this being a priority sector of the local economy identified in the Council's Corporate Plan and economic development strategy. The project will realise opportunities for Haringey residents to enter into formal training and progress into employment in the industry, the project being supported by major employers in the clothing sector including Savile Row tailors

and major high street fashion companies. The high quality of the employment will help improve wage and career progression in what has traditionally been a low paying and low skilled industry. The project will set a benchmark for other training initiatives in the sector and help improve its image and retention of staff. There is also an expectation that the project will attract further investment from clothing firms in Haringey and in London as a whole, creating a cluster of firms and improving investment in technology.

The decision is needed now, rather than later, because in approving its funding the GLA requires agreement with the Council on its use by the end of March 2018. In addition, the decision is required in order for the capital works component of the Tailoring Academy project to be started in April 2018. This is so that the delivery partner, Fashion Enter, can begin delivering its jobs, apprentices and job training outputs from the scheduled date of November 2018 which it has agreed with the revenue funding partners and training organisations. The 100 apprenticeships to be delivered by the Tailoring Academy are already lined up with the employers and require the apprentices to be ready for placement from November 2018.

### **Alternative Options Considered**

The Council could have chosen not to bid for the GLA funding to help establish the Tailoring Academy with Fashion Enter. However, this was discounted for a number of reasons:

- (i) The Council would have forfeited the chance for significant external funding to deliver a project which would provide jobs and specialist and in-demand job skills for the borough's economy and Clothing & Fashion sector
- (ii) The Council would not have capitalised on a major private sector funding opportunity which would help deliver a key component of the Haringey Economic Development & Growth Strategy and Corporate Plan.

### **34. REALLOCATION OF FUNDS AGREED BY CABINET IN 2012 TO ENABLE URGENT HIGHWAYS IMPROVEMENTS REQUIRED AHEAD OF THE OPENING OF THE NEW THFC STADIUM.**

The Regeneration Project officer introduced the report and outlined that in February 2012 Cabinet agreed to contribute £500,000 towards public realm improvements on Worcester Avenue. This money has not yet been allocated and will not be until Tottenham Hotspur (THFC) are in a position to lay permanent surfaces and finishes once the majority of construction in and around the stadium has finished. Meanwhile, a number of additional highways and transport related priority issues had been identified which the Council will need to resolve ahead of the new stadium opening. The report proposed using a proportion of £500,000 already allocated to fund these works. THFC would still be required to complete the Worcester Avenue work through their own funds and the remainder of the £500,000 committed, with no further funds

being provided by the Council. This would be guaranteed through stipulations contained within a section 278 agreement for Worcester Avenue.

## RESOLVED

1. To approve the reallocation of £211,937.48 plus 15% contingency (equating to a maximum of £243,728.10) from the £500,000 committed by Cabinet in February 2012 for improvements to Worcester Avenue, to cover urgent highways and transport works required to mitigate against the large volume of spectators visiting the new THFC stadium from August 2018 to be carried out as highway works pursuant to the 2016 S106 agreement.
2. To agree that the remainder of the £500,000 continues to be held until THFC are in a position to install a permanent surface and fixtures to Worcester Avenue.
3. That, where agreed with THFC, any additional work required for similar improvements can also be funded from this sum until the £500,000 ceiling has been reached.
4. That the Section 278 agreement relating to Worcester Avenue stipulates a requirement for THFC to complete the work to Worcester Avenue in line with the February 2012 Cabinet agreement without any additional funding (beyond any remaining funds from the original £500,000 allocated) being provided by the Council.

## Reasons for decision

In February 2012 a package of funding for north Tottenham was agreed which included a financial contribution of £8.5m towards the Northumberland Development Project (a stadium led regeneration scheme delivered by THFC). This contribution covered contributions towards public realm and heritage improvements as well as £0.5m towards improvements to Worcester Avenue.

Due to the large volume of construction on and around Worcester Avenue both now and in the future, THFC do not intend to install permanent surfaces or finishes to the road until a much later date. The Council has therefore retained this £500,000, for release once THFC are in a position to carry out the permanent works.

Through the preparation of the Local Area Management Plan (LAMP), THFC and officers from the Council have identified that some additional highways and transport improvements are required ahead of the opening of the new stadium in August 2018. The total cost of these works equates to £215,937.48 (£243,728.10 including 15% contingency) and will be carried out as highways works pursuant to the S106 agreement as per the following table:

	Works	Work Cost	Contingency (15%)	Estimated Cost	Comment
1	Relocation of	£9,231.23	£1,384.68	£10,615.91	Bus stop to be

	bus shelter				relocated to allow implementation of one of the signalled pedestrian crossings outside stadium. Cost of removing old shelter and installing a new shelter is £9231.23. The cost of relocating the old shelter is £373.25.
2	Removal of High Road speed table	£4,000.00	£600.00	£4,600.00	Removal of High Road speed table for the relocation of northbound bus stop.
3	Relocation of Thames Water meter pillars at the junction of High Road / Park Lane	£18,106.25	£2,715.94	£20,822.19	Thames Water pillars need to be relocated to put in the new radius kerbs and complete the new junction layout.
4	Northumberland Park east bus diversion route	£144,600.00	£21,690.00	£166,290.00	Cost for creating footway parking to widen the carriageway width to allow two buses to pass.
5	Change of Hale CPZ to include Event Days	£25,000.00	£3,750.00	£28,750.00	Hale CPZ is near Tottenham Hale and has no Event Day controls. This is associated with the increased capacity of the stadium.
6	Relocation of TFL signals control box	£15,000.00	£2,250.00	£17,250.00	THFC would like the controller relocated to the other side of Park Lane, opposite the stadium. Awaiting estimate from TFL.
	Totals	£215,937.48	£32,390.62	<b>£248,328.10</b>	

In order to fund these works with no additional financial burden to the Council, it is proposed that it is funded out of the £500,000 currently being held for Worcester Avenue.

To ensure that the Council is not required to contribute further money towards Worcester Avenue at the point THFC carry out the improvement work, the section 278 agreement for Worcester Avenue, which primarily relates to the management of the

road, will include a clear stipulation that THFC complete a permanent surface and fixtures to Worcester Avenue in line with the original February 2012 Cabinet agreement. This will be solely through their own funds with the Council contribution equating only to what remains of the £500,000 after the improvement work specified in 4.3 above has been completed.

Whilst the proposal in this report does not incur any additional financial burden to the Council nor prevent the completion of any works previously agreed with THFC, a Decision report is required as it represents a variation from the funding strategy specified in the February 2012 Cabinet report.

**Alternative options considered**

Option 1: Fund the highways and transport improvements through other budgets: The Council could decide to use an alternative Council budget to fund the require works. This would incur additional cost to the Council with a detrimental impact on other planned highways/transport improvements. As THFC and Council officers have reached agreement to progress as outlined in section 4 above there is no justifiable reason for incurring additional expense on the Council or failing to carry out much needed improvements work elsewhere in the borough.

Require THFC to provide funding for the cost of the highways and transport improvement works now: Through the S106 agreement, highway works to the value of £1.86m are to be carried out by the Council. Legal have confirmed that as the £500,000 for Worcester Avenue is yet to be spent it may not count towards the £1.86m figure until the work has been completed. The Council are therefore not yet in a position to require THFC to contribute any additional funds. Even if the Council were to do so this would not save the Council any money as THFC would then be able to draw down the full £500,000 once they deliver a permanent surface and fixtures to Worcester Avenue. As the arrangement described in section 4 above explains, the proposal contained within this report would see the Council's contribution towards Worcester Avenue reduce by the amount spent on these highways and transport improvements. There is therefore no benefit in the Council trying to demand that THFC cover the cost of the work now.

**35. NEW ITEMS OF URGENT BUSINESS**

None

CHAIR: Councillor Claire Kober

Signed by Chair .....

Date .....



## **MINUTES OF THE MEETING OF THE CABINET MEMBER SIGNING HELD ON FRIDAY, 16TH MARCH, 2018, 1.00 pm**

**PRESENT: Councillor Peter Mitchell (Chair)**

### **36. FILMING AT MEETINGS**

The Cabinet Member referred those present to agenda item 1 as shown on the agenda in respect of filming at this meeting and asked that those present reviewed and noted the information contained therein.

### **37. URGENT BUSINESS**

None.

### **38. DECLARATIONS OF INTEREST**

None.

### **39. THE REVIEW OF PARKING PERMIT POLICY AND CHARGES - RESULTS OF STATUTORY CONSULTATION.**

The Cabinet Member for Environment considered the report, which sets out the results of the statutory consultation undertaken on proposed changes to parking permit policy and charges. These changes include aligning the Councils CO<sub>2</sub> emission banding with the DVLA's Vehicle Tax bandings, and rationalising the visitor permit offer.

The Chair considered a supplementary report detailing additional information that had not been included in the main report. The reason for lateness was to allow for a redaction of personal information.

It was also noted that although there was not a requirement to individually consult residents on permit price changes, the Council decided to go beyond current requirements, and send an email to registered resident permit holders. Unfortunately, due to the sheer number of e-mails being sent, some were not sent at the start of the consultation period. Therefore it was agreed that responses would be accepted until 13th March, which was past the date of publication for the main report, to ensure a minimum 21-day consultation period was observed. These responses were presented in an additional supplementary report.

The two above mentioned reports were put forward and considered by the Cabinet Member in the form of two tabled addendums.

**RESOLVED**

That the Cabinet Member for Environment:

- Considers the objections to the proposed changes and officers response to those objections – (subject to 3.1f below).
- Following due consideration approves the implementation of the changes proposed to the CO2 emission charge bands; as set out in Appendix 1 – (subject to 3.1f below).
- Following due consideration approves the changes proposed to the Visitor permit scheme as set out in paragraph 6.7 – (subject to 3.1f below).
- Following due consideration agrees that visitor permits will continue to be valid until their displayed expiry date – (subject to 3.1f below).
- Agrees to the operational start date for the changes to be from 03 April 2018 – (subject to 3.1f below).
- Considers consultation responses received after 23rd February and up to 13<sup>th</sup> March within an addendum to this report.

**Reasons for decision**

The Council is required to consider the feedback to the Statutory Consultation undertaken on changes to parking permit policy, and following due consideration, make a decision whether or not proceed with implementation.

**Alternative options considered**

Alternative options were previously considered. In the main, these involved retaining existing arrangements, however when considering the contribution that permit policy makes to the delivery of Corporate objectives, it was felt that these policies should be reviewed and adjusted periodically.

**40. URGENT BUSINESS**

None.

CHAIR: Councillor Peter Mitchell

Signed by Chair .....

Date .....

## **MINUTES OF THE MEETING OF THE CABINET MEMBER SIGNING HELD ON MONDAY, 19TH MARCH, 2018, 11.00am**

**PRESENT: Cllr Claire Kober – Leader of the Council**

**Also, present – Councillors: Brabazon, Carter, Connor, Ibrahim, and Hare.**

### **41. FILMING AT MEETINGS**

The Leader referred to the notice about filming and recording at meetings and meeting participants noted this information.

### **42. URGENT BUSINESS**

There were no items of urgent business to consider.

### **43. DECLARATIONS OF INTEREST**

There were no declarations of interest put forward.

### **44. CONFIRMATION OF THE SITE PROPOSED FOR A YOUTH ZONE AND APPROVAL OF CAPITAL AND REVENUE FUNDING TOWARDS THE PROJECT**

Ceri Williams put a deputation forward in relation to this report.

Ms Williams spoke against the recommendations contained in the report and with continuing the partnership with OnSide to provide a Youth Zone. In summary, the following issues were put forward to the Leader to consider:

- There was an abuse of process and misuse of a General Exception Notice (GEN). OnSide had been courting Haringey for years and in Ms Williams view, the Council could wait a further three weeks.
- The previous OnSide proposal was delayed and now an entirely new 3-way arrangement had been introduced at breakneck speed, giving nearly half the available borough-wide money to just one school in a single location, which was inaccessible in every way for most young people in the borough.
- No updated draft contract with OnSide was attached to the report to take into account the new 3-way arrangement. Nor draft to vary the current Woodside lease to allow them to lease to OnSide.
- Reference was made to recommendations 3.1f - 3.1G. In Ms William's view, if before the 3rd May, any Council officer attempted to actually pass over the £3m

capital cash, or draw up a binding contract to promise the revenue money to Woodside/OnSide, based on the inadequate supporting papers presented to date, they would be on very uncertain ground because so many key documents were missing.

- The deputation contended that Paragraphs 4.3 and 4.4 made extravagant claims that the new local Chair, Alderman King and OnSide itself would be able to lever in “unique” funds once the LBH match was confirmed. However, this was for the first 3 years as after that they could walk away. Ms Williams had spoken personally with local OnSide Board members in other towns, and with those involved in the voluntary sector in boroughs where the OnSide had been allowed in. They advised that the OnSide model brings huge problems. The vast buildings end up having to Hoover up all available local trust and private funding to cover their costs. After the initial 3 years, they were only competing for funding from the same pot. Most have to commercialise, and so you ended up with a publicly funded building operating as a semi-private sports hall.
- Ms Williams contended that the Council had been approached by Onside and questioned whether due consideration had been given to their governance profile and whether their expertise and experience was best placed to provide services for young people.
- Ms Williams concluded by stating that there were no credible strategic outcomes listed, no consultations with youth practitioners and young people in the borough to support the recommendations and this was the wrong location. This was not an emergency decision and not part of a council strategy.
- Ms Williams also claimed that both MP’s were calling on the Council to pause the proposed development.
- She believed no Council working with Onside had yet agreed site on school land apart from Haringey.

In response to a question from the Leader, Ms Williams explained that all local authorities knew that building a single location youth service offer in a town or borough absolutely required a neutral and independent location. For example in Wolverhampton, it was located next to the bus station, but even this was not ideal. Locating it within just one of the borough’s secondary schools, and a semi-independent Academy School at that, would be unthinkable to most Local Authorities. It would leave such a significant chunk of LA funded Youth Service offer being in effect run by just one School, in one location, with no borough wide accountability or responsiveness.

The deputation contended that, through this arrangement, the local authority would be in a weaker position to provide vital direction and input into a borough wide service, provided from the site. The deputation claimed that other local authorities, working

with OnSide, had avoided this type of position and made sure that the location was not in a school site, and not skewed to serve one part of the borough.

The deputation referred to the issues with crime in Pond Park, which was located opposite the proposed Youth Zone site. The Woodside School site was not seen as a good choice of location by local people to provide Youth facilities from.

The governance around the partnership with OnSide was also referred to. Concern was raised about how representatives on the Youth Zone board would be able to properly serve the Council and wider community as in this partnership arrangement; they would need to act in the interests of the charity and not the local authority.

The deputation also raised concern about the sustainability of the Youth Zone. Stating that other similar projects embarked upon by Onside showed that once the 3-year funding was concluded, they ended up competing with other local services for funding opportunities and became more commercialised.

Following a response to her question, the Leader continued to respond to the issues raised in the deputation and the following was noted:

- With regard to the notification of this decision, Cabinet made the initial decision for the Youth Zone and agreement to work with OnSide on 14<sup>th</sup> March 2017.
- The use of Metropolitan Open Land was subject to separate planning application to the GLA. The proposal from Woodside High School was to include a land-swap. MOL designation was subject to this process and would be determined on its merits by the GLA. The Leader referred to agreement of the Barking and Dagenham Youth Zone site by the Mayor as an existing example of MOL land change of usage.
- In relation to the accessibility of the Youth Zone site by young people across the borough, the W3 bus stop was 5 minutes walking distance. This bus route passed through both the east and west of the borough. Therefore, the location was not seen as an issue by the Leader as it was accessible through public transport.
- With respect to the issues raised on local authority representative's position on the Youth Zone board which charity law will govern, this was not a new occurrence and local authority representatives had the experience of participating in similar charity boards.

The Leader asked the Head of Early help and Prevention to introduce the report and he outlined the following:

Cabinet on March 14th 2017 agreed to form a partnership with OnSide to take forward proposals for a Youth Zone in Haringey. This was subject to identifying a site that was agreeable to both parties; subject to planning permission and agreement of final

terms. This was to be followed by planning pre-application discussions and a planning application alongside local engagement.

This report further included details of a capital contribution required for the project of £3m by the Council and a requirement for revenue contribution of £250,000 per annum for the first three years of the operation of the facility by OnSide.

The report sought approval of the proposed site identified for the facility and the capital and revenue contributions to the project.

The Leader took questions on the report from Councillors: Carter, Brabazon, Connor, Hare and Ibrahim and the following was noted:

- In response to a question on breach of contract, should a future administration not continue the partnership with OnSide, the Deputy Monitoring Officer advised that it was not appropriate, at the meeting, for officers to advise what may or may not happen.
- The Leader reiterated that the partnership with OnSide had been agreed in March 2017 and this report took forward the next phase of the Youth Zone Project which was agreeing the site, revenue and capital costs. The principle agreement of the partnership with OnSide had already been made in March 2017 and this report took forward that decision. Following the decision on the site, this would still be subject to a further phase of decision making involving the planning appraisal and agreement of heads of terms.
- In relation to the proposed Council revenue funding of the Youth Zone over the next three years and the potential impact this had more other youth related budget areas, it was noted that the youth service budget is contained within the much wider Early Help portfolio of services. There were still 2 years until this budget was called upon for use and this would provide the service time to ensure that this was an additional service rather than a call on existing service areas. However, as there was still 2 years until the Youth Zone was established, the Early Help service could not yet be explicit about where this funding would be drawn from although re-alignment of service delivery models was not discounted. Officers were disinclined to adjust delivery models and saw the Youth Zone as an additionality, rather than a deficit.
- The Leader had visited Youth Zones in different boroughs and met with Chief Executives and borough leaders with Youth Zones in their boroughs. She had also spoken with young people about the type of Youth facilities they wanted in the borough. The common messages were that there were not enough Youth activities for young people in the borough and although there was a Youth facility at Bruce Grove, some young people did not feel safe there. The Leader had observed Youth Zones and seen that that they offered a wide range of activities. There were football clubs, Holiday clubs, as well as positive outcome orientated activities involving skills development and homework clubs. There was engagement with young people on the edge of exclusion and projects aimed at young women. The Leader had seen the Youth Zone's deal with a

spectrum of issues for young people and concluded that the young people in Haringey deserved a similar offer to other young people in the country.

- When the Leader spoke with young people about the location and provision of Youth services, her understanding was that the postcode gang issue was a significant issue for a smaller number of young people. Many schools, for example, drew young people from across the borough and therefore the fear of crime and gangs was not an issue for vast majority of young people.
- In relation to engagement with the Police, there had been a letter of support from the Police issued in early March 2017 before Cabinet agreed the decision on the partnership with OnSide. The Leader offered to locate this correspondence, if required.
- In terms of the legitimacy of the decision being taken forward, this builds on a previous decision taken by Cabinet and the next steps to agree the location and funding of the Youth Zone were legitimate.
- There was no documentation provided to the GLA yet. There would have likely been a brief conversation but there had yet to be a pre- application meeting of the Council to consider this application. However, an officer may have been assigned to this pre- application by the GLA, which may have created the impression that this planning application was more advanced than currently the case.
- The Leader challenged the view that there was a remarkable scale of opposition to the proposals as this was not demonstrated, nor had there been any correspondence from the two local MP's on this decision, as insinuated.
- In relation to the objection against the use of Metropolitan Open Land, which was understood and recognised, it was important to note that the site was currently underused and the proposal involved providing a service for the greater good of the community. Therefore, the use of the site for a Youth facility, providing a spectrum of services for young people, outweighed this objection.
- There were ideological reasons put forward for not working with OnSide and instead providing this service as a Council. Given the current climate of austerity, it was important for local Councils to work in partnership with providers to bring in skills and funding capacity. This was in order, to provide quality provision and good outcomes.
- In relation to the impact on existing local providers that funding becomes stretched. In many scenarios, there is nothing to stop new charities setting up in the borough. However, in this case, a partnership arrangement was assessed as providing quality provision and delivering outcomes for young people so, this outweighed the impact on funding accessibility for other charities.

- The Leader was satisfied with the content of the equalities impact assessment attached.
- The Leader expressed that young people travel across the borough to access both schools and services as part of their daily lives. Therefore, this site was accessible to young people in both the east and west part of the borough as previously set out.
- Noted that OnSide operates each Youth Zone board at locality level. It was OnSide's prerogative to set up a board in the Youth Zone and there was nothing untoward about this. Officers could check what the latest position was in respect of setting up a locality board and the position of the Chair elect.
- In relation to the waiver of the required tender process for this concessionary contract, this was agreed following service and procurement analysis, which found that there was no other credible supplier to provide a similar offer to OnSide within the London area. There had not been a need to formally advertise this contract offer as the value of the contract £3.75m was below the Regulatory threshold of £4.55m requiring advertisement.
- There was no decision made on the Bruce Grove provision. As set out previously, this was a pressure for the Early Help and Prevention budget as a whole to consider over the coming two years. The TUPE issue did not arise, as OnSide would not be taking over Council services.

## **RESOLVED**

1. To approve the proposed location of the Youth Zone at Woodside High School as set out in the indicative plan in Appendix A subject to the Woodside Academy Trust, who hold for site on leasehold, obtaining the necessary consent of the Secretary of State for Education for the sublease to OnSide.
2. To agree to the Council providing consent (as Landlord) to Woodside Academy Trust for a lease to OnSide for the site to run alongside the Head Lease already in place between the Council and the trust, subject to the final terms and documentation being agreed with OnSide.
3. To approve £3m of Capital funding from the Council's Capital Programme to be put forward towards the project subject to final terms and documentation to be agreed with OnSide.
4. To agree to the virement of £3m from the Responsiveness Fund to a new capital scheme in Priority 1, Haringey Youth Zone.
5. To approve the revenue funding contribution of £250,000 per annum for the first three years that the facility is operated by OnSide, the purposes of which will be agreed and are subject to final terms and documentation.



6. To amend the Paragraph 2 of the Cabinet decision of 14th March 2017 to give delegated authority to the Director of Children & Young People Services after consultation with the Strategic Director Regeneration, Planning and Development, the Section 151 Officer and Cabinet Member for Corporate Resources to approve the final details of the project and the terms in respect of the grant funding agreement, lease, facility mix, and connection to other site specific regeneration proposals and operational detail and any further related agreements.
7. To approve the waiver of Contract Standing Order (CSO) 9.01.1 (contracts with an estimated value of £500,000 or above must be let following publication of an appropriate (tender) advertisement) as allowed under CSO 10.01.2 d) (the value of the contract is below the applicable threshold pursuant to the Regulations)

### **Reasons for decision**

The proposed Youth Zone development will engage young people across the Borough in the creation of a unique facility that genuinely responds to their views and provides sustainable, 21st century Youth provision significantly beyond the scale that the Council alone can deliver, which will make a positive difference to the experience of being a young person in Haringey. The proposed Council capital contribution of £3m towards the Youth Zone development will lever in external funding of a further £3.5m capital and ongoing revenue investment of £950,000 per annum for the first three years of operation.

This project would also make a significant contribution to making the Borough's vision – to work with communities to make Haringey an even better place to live through encouraging investment and creating opportunities for all to share in - a reality. Additionally, it will contribute significantly to each of our five corporate objectives enabling our young people to achieve their aspirations and growing our community assets to further demonstrate our ambition, innovation and collaborative approach.

One of the fundamental principles and attractions of OnSide's operation is the establishment of a standalone, locally reflective, charitable trust within the host borough, which is responsible for the operational delivery and financial viability of the venture. Under the guidance and direction of a high profile chairperson and private sector, locally-led membership, these boards have the professional and financial connections to attract investment into the 'not for profit' operation and critically, the future of local young people. This model offers a sustainable, long-term funding model and a four-way partnership between the private sector, the authority, young people and the community – cementing future Youth provision at a time of diminishing authority resources.

OnSide can evidence clearly the significant social impact that Youth Zones have by addressing disengagement, reducing school exclusions and unhealthy lifestyles and shows a positive economic benefit for local and national government. On average,

Youth Zones generate £2.03 of social value for every £1 spent on running these facilities, or £6.66 for every £1 invested by the local authority. As Haringey has negotiated a lower revenue contribution than other authorities, this return on investment would be closer to £11 for every £1 of Local Authority money spent to achieve a similar level of outcomes.

The benefits of Youth Zone extend beyond the financial and affect positively on education and employment outcomes for young people and improving health and wellbeing. In 2015, 92% of young people who complete the Youth Zone “Get a Job” programme, which focuses on giving young people the tools, motivation and aspiration to succeed in the future, progressed into paid employment or further study. 79% of parents surveyed reported that their child’s involvement in Youth Zone had made family life more positive and 89% of young people reported feeling more self-confident because of their joining Youth Zones. Communities also benefit from the presence of Youth Zones, such as a reduction in anti-social behaviour since Youth Zones opened – in Manchester, this dropped 13% in year 1 and 51% in year 2 of opening and in Oldham, and police reported a 40% reduction in anti-social behaviour involving young people.

#### **Options (as considered by Cabinet, 14th March 2017)**

The options in this instance were limited. The Council had not considered developing a major purpose built Youth facility in the borough before being approached by OnSide; therefore, considering the proposal as presented, the options were limited as indicated below.

Option 1 - Do nothing. Reject the proposal and do not offer Council support. The impact of this would result in OnSide withdrawing its £3m investment offer into the borough and looking towards an alternative host authority. The opportunity to create sustainable Youth provision in the borough would be lost. This option was not recommended.

Option 2 - Support the proposal. Once a site has been identified and agreed by all parties, this required the scheduled transfer of £3m capital grant from the Council to OnSide (50% of the capital build) as approved by Cabinet as part of the Capital Programme, in June 2016. A further £250,000 per annum revenue contribution (25% of annual revenue costs) would be required from the Council for the first three years of operation. OnSide have committed to deliver 50% of the capital cost and 75% of revenue costs for the first three years. This option was recommended and approved at Cabinet in March 2017

Since the approved Cabinet decision, OnSide have advised that their Capital contribution will now be £3.5m to reflect increased development costs, whilst Haringey’s contribution remains the same at £3m (46%). Additionally, the ongoing revenue from OnSide will be increased to £950,000 per annum for the first three years of operation, during which time the Haringey contribution remains £250,000 per annum (21%).

It should be noted that there were considered to be three key risks to the recommended option:

(i) OnSide declining any site offered and withdrawing their capital funding offer to develop the project. This was considered to be a medium risk and has since been mitigated, with OnSide having approved the site as appropriate for a Youth Zone development, the risk to the delivery of the Youth Zone now relates to the necessary planning consents being secured.

(ii) Revenue shortfall in from Year 4. This is considered to be a moderate risk; however, the Haringey Youth Zone Board would be charged with securing on-going revenue support exploiting its network of supporters and potential funders.

(iii) If the project failed at some point in the future and the local Trust dissolved, the lease would be nullified and the building would become a Council asset/liability. The success of OnSide's Youth Zones elsewhere in the country suggests this is a low risk.

#### **45. DISPOSAL OF THE PROPOSED SHELL AND CORE FACILITY AT THE WELBOURNE SITE IN TOTTENHAM HALE FOR USE AS A NEW HEALTH CENTRE**

The report sought approval to enter into an agreement for lease with Healthlink Investments Ltd for a unit at the prospective Welbourne development at Tottenham Hale in order to realise the Welbourne Health Centre.

The Leader noted that the agreement with Argent Related contained an obligation for them to deliver a health care facility to shell and core specification, of 1,500 square metres, with the Council taking a long lease back for this health care unit, subject to a further key decision on the financial and operational arrangements for the health centre.

The report now sought this key decision in order to secure the health centre. Because the financial and operational details of the Health Centre had now been resolved, it was proposed that the Council dispose of a long lease to HealthLink, the third party developer appointed by the GP practice. HealthLink would fit out the health centre once Argent Related had completed the building and have leased the unit back to the Council. The terms of the disposal to HealthLink would be as set out in the agreed Heads of Terms, as referred to in Annex C of this report.

The CCG required a commitment from the Council to support the preliminary approval in order to secure the funding of the proposed health centre. Full business approval would be needed after planning consent was granted for the development scheme to be put forward by Argent Related, which was estimated for later in 2018. It was proposed that the Council agree now to dispose of the property based on a long lease to HealthLink Investments Ltd, appointed by the CCG to fit out the health centre, as per the Heads of Terms as referred to in Annex C of this report.

In response to questions from Cllr Brabazon and Cllr Connor, the following was noted.

- Argent Related had the responsibility for providing a health centre, regardless of the type of regeneration scheme being taken forward.

- Noted that the disposal of the lease would be for a term of 125 years for the premium set out in and based on the agreed Heads of Terms attached in Annex C of this report. Therefore, the Council would be obtaining a premium receipt for the lease and HealthLink Investments Ltd would be funding the fit out of the new health centre.
- It was not yet known what the range of health facilities expected to be provided from the new health centre would be. Agreed that Cllr Connor is provided with an update on when this decision is due to be made by the CCG and Health and Wellbeing board.

Further to considering private information at item 8,

### **RESOLVED**

1. To approve the disposal to HealthLink Investments Limited of the new health facility unit (outlined in red in the plan in Appendix A2) to be built by TH Ferry Island Limited Partnership under the Development Agreement dated 21 March 2017 on the Welbourne Centre site in Tottenham Hale subject to the Lease back to the Council; and
2. That the disposal shall be a lease for a term of 125 years for the premium set out in and based on the agreed Heads of Terms attached in Annex C of this report; and
3. To give delegated authority to the Strategic Director Regeneration Planning and Development after consultation with the Assistant Director of Corporate Governance to agree the final terms of the lease.

### **Reasons for decision**

On 21 March 2017, the Council entered into a Strategic Development Partnership (SDP) agreement with TH Ferry Island Limited Partnership (an Argent Related entity). The agreement contains an obligation for the developer to deliver a health care facility to shell and core standard. In November 2016, Haringey CCG was awarded over £11m capital from the capital funding from the NHS Estate and Technology Transformation Fund (ETTF), made available through the Department of Health, in order to support the development of three primary care premises in the east of Haringey (Wood Green, Green Lanes and Tottenham Hale).

One of these three premises is the proposed new Welbourne Centre facility at Tottenham Hale. The CCG resolved to use this funding to engage a third party developer to fit out the new health centre, commissioned by a GP practice selected through a competitive procurement process, as detailed below.

### **Alternative options considered**

Do Nothing – The Council could decide not to dispose of the long lease at the Welbourne site to HealthLink, or any other prospective third party developer or other body nominated by the CCG. However, the decision to secure this shell and core facility has already been made under a previous Cabinet Report, and as such this arrangement has already been included in the Council's Strategic Development Partnership (SDP) with Argent Related. The value of the unit has already been foregone and the SDP Development Agreement stipulates that the space will be used as a health centre, so its value under alternative options are limited. There are no other feasible options for operating a health centre from this facility without following the process recommended by the CCG and utilising the capital funding it is bidding for.

Delay decision – There are risks in agreeing the proposed heads of terms for the lease as the proposal does not have planning granted currently and the design has not been finalised. This will create uncertainty and could delay the project.

**46. URGENT BUSINESS**

None

**47. EXCLUSION OF THE PRESS AND PUBLIC**

**RESOLVED**

That the press and public be excluded from the remainder of the meeting as the items contained exempt information, as defined under Paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972.

**48. DISPOSAL OF THE PROPOSED SHELL AND CORE FACILITY AT THE WELBOURNE SITE IN TOTTENHAM HALE FOR USE AS A NEW HEALTH CENTRE**

As per item 45.

**49. NEW EXEMPT INFORMATION**

None

CHAIR:

Signed by Chair .....

Date .....

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## **MINUTES OF THE MEETING OF THE CABINET MEMBER SIGNING HELD ON MONDAY, 19TH MARCH, 2018, 4.30 pm**

**PRESENT: Councillor Ali Demirci (Chair)**

### **1. FILMING AT MEETINGS**

The Cabinet Member referred those present to agenda item 1 as shown on the agenda in respect of filming at this meeting and asked that those present reviewed and noted the information contained therein.

### **2. URGENT BUSINESS**

None.

### **3. DECLARATIONS OF INTEREST**

None.

### **4. DISCRETIONARY HOUSING POLICY**

The Cabinet Member for Corporate Resources considered the report which sought approval for the Discretionary Housing Payments (DHPs) policy. This policy would ensure that resources are applied in a way that is fair, supports those households that are in most need of assistance and supports the Council's efforts to prevent homelessness.

It was noted that Haringey Council's DHP allocation for 2018/19 was £1,594,345.

### **RESOLVED**

That the Cabinet Member for Corporate Resources:

- Approves Haringey's Discretionary Housing Payments Policy 2018/19 (see Appendix A) as the means by which the Council will determine how the DHP funds will be allocated during the 2018/19 financial year having regard to the Equalities Screening Tool (set out in Appendix B).

### **Reasons for decision**

The DHP Policy has to be reviewed every year.

### **Alternative options considered**

Consideration has been given to the option of continuing with Haringey's existing DHP Policy. The policy is reviewed each year in line with the new allocation of funding. The DHP Policy has been amended this year to address the Council's new prevent and

relief duties under the Homelessness Reduction Act 2017 which comes into force in April.

**5. URGENT BUSINESS**

None.

CHAIR: Councillor Ali Demirci

Signed by Chair .....

Date .....



## **MINUTES OF THE MEETING OF THE CABINET MEMBER SIGNING HELD ON MONDAY, 26TH MARCH, 2018, 12.00pm**

**PRESENT: Councillor Bernice Vanier – Cabinet Member for Adult Social Care and Culture**

**Also Present : Judith Walker, Sebastian Dacre, Ayshe Simsek**

### **43. FILMING AT MEETINGS**

The Cabinet Member referred to agenda item 1, as shown on the agenda in respect of filming at this meeting and Members noted this information.

### **44. URGENT BUSINESS**

There were no items of urgent business.

### **45. DECLARATIONS OF INTEREST**

There were no declarations of interest.

### **46. ALCOHOL SUPPORT SERVICE CONTRACT NOVATION**

The report sought Cabinet Member approval to novate the existing contract for the provision of an Alcohol Support Service from Haringey Advisory Group on Alcohol (HAGA) to Blenheim CDP (Blenheim) as allowed under Contract Standing Order (CSO) 9.07.1(d) "All contracts valued at £500,000 (five hundred thousand pounds) or more at the time of award may only be awarded, assigned, or novated by the Cabinet"; and CSO 10.03 "In circumstances permitted in Regulation 72 of the Public Contract Regulations or Regulation 43 of the Concession Contracts Regulations or where the value of a contract is below the applicable threshold pursuant to the Regulations the Council may agree to the novation or assignment of a contract".

In response to a question from the Cabinet Member, it was noted that there would be no change to the delivery of the Alcohol support service and HAGA would continue to provide this support service from their existing location but would come under the umbrella of services provided by Blenheim.

### **RESOLVED**

To approve the novation of the existing contract for the provision of an Alcohol Support Service contract from HAGA to Blenheim in accordance with CSOs 9.07.1(d) and 10.03 so that the contract can continue to be delivered without interruption.

### **Reasons for decision**

As of 1<sup>st</sup> April 2018, HAGA and Blenheim will merge and HAGA will cease to be an independent charity. All existing HAGA contracts will need to be transferred into Blenheim's name. This is an administrative change. Blenheim's contractual responsibilities will remain the same as HAGA's.

All HAGA staff members are moving into the merged organisation and so there will be continuity in terms of the staff delivering the Alcohol Support Service contract.

### **Alternative options considered**

Not to agree to novate the contract. As the Alcohol Support Service would be disrupted, with a negative impact for service users, this option was dismissed.

## **47. SPECIALIST ALCOHOL SERVICE CONTRACT NOVATION**

The report sought Cabinet Member approval to novate the existing contract for the provision of Specialist Alcohol Service with Haringey Advisory Group on Alcohol (HAGA) to Blenheim CDP (Blenheim) as permitted under Contract Standing Order (CSO) 10.03 (Novation of contracts in circumstances permitted under Regulation 72 of Public Contract Regulations 2015)) in accordance with the provisions of CSO 9.07.1(d) which provides that only Cabinet may award, assign or novate contracts valued at £500,000 or more.

This report was required in order to support the merger of HAGA and Blenheim and to enable continuation of the delivery of the community and housing related support alcohol services to Haringey residents. Novation of the contracts as requested will avoid any break in services for vulnerable users with alcohol needs.

### **RESOLVED**

To approve the novation of the existing contract for the provision of a Specialist Alcohol Service with HAGA to Blenheim in accordance with CSOs 9.07.1(d) and as permitted under CSO 10.03 so that the contract can continue to be delivered without interruption. The value of the contract is £419,000 per annum.

### **Reasons for decision**

By 1<sup>st</sup> April 2018, HAGA and Blenheim will merge and HAGA will cease to be an independent charity. All existing HAGA contracts will need to be transferred into Blenheim's name. This is an administrative change. Blenheim's contractual responsibilities will remain the same as HAGA's.

All HAGA staff members are moving into the merged organisation and so there will be continuity in terms of the staff delivering the contract for the provision of a Specialist Alcohol Service.

### **Alternative options considered**

To not agree to novate the contract. As the Specialist Alcohol Service would be disrupted, this option was dismissed.

**48. AWARD OF CALL-OFF CONTRACT FOR THE PURCHASE OF LIBRARY STOCK TO ASKEWS AND HOLTS LIBRARY SERVICES LTD AND PETERS LIMITED**

The previous December Cabinet decision report had been amended to correct a minor error. The narrative 'Peters Book Selling Service[ incorrect name of the supplier] had been replaced with Peters Limited[ correct title of the supplier] and approval was sought to accept this amendment.

This was to allow the entering of a call-off contract for the purchase of Library Stock with the preferred Contractors (Askews and Holts Library Services Ltd and Peters Ltd) for a period of 3 years with an option to extend for a further 2 years as allowed under the Council Contracts Standing Order (CSO) 9.07.1(d) for a total contract value of not exceeding £1,000,000.

Further to consideration of the exempt information at 9,

**RESOLVED**

1. That approval be given for the Council to enter into Call-off contracts with Askews and Holts Library Services Ltd and Peters Ltd for purchase of library stock in accordance with CSO 7.01(b) as permitted under CSO 9.07.1(d) for a maximum value of £1,000,000.
2. The contract period is 1 January 2018 – 31 December 2020 (with option to extend for up to a further 2 years.

**Reasons for decision**

Library services contribute to key priorities 1, 2 & 3 by providing access to education, learning and employment opportunities through the resources they provide and staff expertise. They are at the heart of communities and help to foster a sense of place, helping to combat social isolation.

The purchase of stock is budgeted for and forms a fundamental part of Business As Usual. Library stock is a core element of the service. It provides communities and individuals with access to materials that facilitate learning for all ages, it supports educational attainment, helps to improve literacy levels and to get people into further education and the work place. It combats social isolation, for example through book groups and baby and toddler storytimes.

Failure to provide quality library stock impacts significantly on the levels of use and the ability of libraries to contribute to the Council's priorities; it carries a reputational risk for the Council and compromises our ability to comply with the Public Libraries Act of 1964.

In order to ensure compliance with procurement legislation and ensure value for money, strategic procurement led a Mini Competition exercise in accordance with CSO 7.01(b). The ESPO Framework, Library Stock supply (ref 376F) was used. The tender was sent to six suppliers (industry leading suppliers) that were registered in the Framework Agreement. The Mini Competition was based on:

Price 50%  
Quality 50%

The reason the above evaluation weighting was applied was to ensure the Council's requirement for high quality, sensitive, accurate and critical data was met by the winning supplier/s.

The Pricing Schedule for each Lot was a shopping basket of 50 books (for Lots 1 and 2 and audio visual material for Lot 3), that suppliers were asked to bid for (net of discount of retail price).

### Suppliers

The following is the summary of the outcome of the tender evaluation and clarification process for all Suppliers that tendered for the various Lots:

#### Lot 1

Supplier	Price Score	Quality Score	Final Score	Ranking
Askews and Holts Library Services Ltd	47	45	92	1st
Supplier B	50	41	91	2nd

#### Lot 2

Supplier	Price Score	Quality Score	Final Score	Ranking
Peters Ltd	50	45	95	1 <sup>st</sup>
Supplier A	49	45	94	2 <sup>nd</sup>
Supplier B	49	44	93	3 <sup>rd</sup>

#### Lot 3

Supplier	Price Score	Quality Score	Final Score	Ranking
Askews and Holts Library Services Ltd	50	40	90	1st
Supplier D	49	39	88	2nd

**Alternative options considered**

Do nothing

This was not an option as purchase of new library stock is essential to ensure that library provision is current and in the case of non-fiction and reference materials accurate.

Direct Award as an alternative to a mini competition

This was not considered as viable option as the mini competition would yield a better cost effective (value for money) outcome.

**49. URGENT BUSINESS**

None

**50. EXCLUSION OF THE PRESS AND PUBLIC**

**RESOLVED**

That the press and public be excluded from the remainder of the meeting as the items contained exempt information, as defined under Paragraph 3 of Part 1 of Schedule 12A of the Local Government Act 1972.

**51. AWARD OF CALL-OFF CONTRACT FOR THE PURCHASE OF LIBRARY STOCK TO ASKEWS AND HOLTS LIBRARY SERVICES LTD AND PETERS LIMITED**

As per item 48.

**52. EXEMPT URGENT BUSINESS**

None

CHAIR: Councillor Bernice Vanier

Signed by Chair .....

Date .....

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## **MINUTES OF THE MEETING OF THE CABINET MEMBER SIGNING HELD ON FRIDAY, 6TH APRIL, 2018, 10.00am**

### **PRESENT:**

**Councillor: Claire Kober – Leader of the Council**

**Also in attendance: Councillors: Brabazon, Wright, Ibrahim, Carter and Hare**

### **53. FILMING AT MEETINGS**

The Leader referred to the notice about filming and recording at meetings and the meeting participants noted this information.

### **54. DECLARATIONS OF INTEREST**

There were no declarations of interest put forward.

### **55. MATTERS REFERRED TO THE LEADER BY OVERVIEW AND SCRUTINY COMMITTEE - DECISION OF THE OVERVIEW AND SCRUTINY COMMITTEE HELD ON 29 MARCH 2018 REGARDING MINUTE 44 - CONFIRMATION OF THE SITE PROPOSED FOR A YOUTH ZONE AND APPROVAL OF CAPITAL AND REVENUE FUNDING TOWARDS THE PROJECT**

The Leader referred to the agenda, which set out that this, was a Leader's Signing convened, within the constitutionally required timescale of 5 working days, to re-consider the 19th of March Decision on the Confirmation of the site proposed for a Youth Zone and approval of capital and revenue funding towards the project. This was following the outcome of the Overview and Scrutiny Committee meeting, held on the 29th of March to consider the call in of this key decision.

Councillor Wright, Chair of Overview and Scrutiny, introduced his report, which advised that the Overview and Scrutiny Committee did not find that the key decision reached, fell outside the Budget or Policy Framework.

There were 4 Scrutiny recommendations arising from the call in meeting which focused on the following areas: the capital funding allocation and sources of revenue funding allocation for the Youth Zone project at a time when there was a budget forecast overspend in Children's service, the suitability of the chosen site, concern about the impact of the budget revenue decision on existing youth provision in the borough, lack of needs assessment with assurance needed that a full and thorough

consultation was being undertaken with young people. Also concerns about potential future TUPE implications arising from the revenue allocation to this youth project.

The Leader responded to the Overview and Scrutiny recommendations and the following was noted:

**That there is significant clarification on the sources of funding for the Early Help and Prevention budget to provide assurance that the allocation of revenue funding for the Youth Zone, which begins in 2021, will not have a detrimental impact on statutory services and will not be at the expense of other Children's related services. [ Scrutiny Recommendation A]**

With regard to the £3.5m Council capital funding allocation, it was important to note that there would be additional match funding from OnSide of £3m to provide the Youth Zone facility. OnSide would be able to use their experience and leverage to provide this additional funding. This was evidenced in their work on Youth Zones in other boroughs. The source of funding for the Early Help and Prevention budget was the General Fund. The annual funding, £596k, in the budget for youth services would be used to meet the required allocation of £250k per annum to the Youth Zone, from 2021. Both the March 2018 Cabinet and the March 2018 OSC reports had made clear that there may be financial implications arising from entering into contractual arrangements to create the Youth Zone, dependent upon what would have to be foregone to meet this commitment.

There was no planned use of other budget lines in Children and Young People's Services to fund the Youth Zone.

The Leader clarified that youth services, and their management, were funded through the Early Help and Prevention budget. This included Bruce Grove Youth Service and wider youth provision. However, these were not statutory apart from the NEET (Not in Education, Employment or Training) service which does have statutory requirements. The budget does not fund Targeted Response or Youth Justice Services nor does it fund wider children's related services. Therefore, there would be no detrimental impact on the delivery of statutory services.

It was also important to note that, through its £250k annual revenue funding for the Youth Zone, the Council would be leveraging in £920k annual funding from OnSide. The Council's commitment was less than that of other authorities, at only 21% of the total revenue cost of the provision, and would significantly expand the capacity of the Council's funding for services for young people in the borough.

**That comment be provided on the reasons for the lack of needs assessment being undertaken and assurance provided that there will be a full and thorough consultation with young people on the Youth Zone 'offer' and their views taken into consideration. Scrutiny Recommendation B]**

The Leader agreed with the Scrutiny recommendation of a full and through consultation with young people. The March 2018 OSC report made clear that there would now be extensive engagement with young people to develop and shape the Youth Zone and to ensure that it addresses identified needs. The Leader had met with



OnSide recently about the involvement of young people and OnSide were seeking funding to take forward a programme of young ambassadors in Haringey who will have a lead role in the development of the new Youth Zone and shaping the local offer.

**That the land at Woodside School, proposed for the Youth Zone site, be surveyed to understand if fit for development and that Planning requirements are likely to be met, before agreement is reached with OnSide for use of this site. *[Scrutiny Recommendation c]***

In response to this recommendation, the Leader advised that issues regarding the site were matters for the Planning Committee to consider.

**That clarification be provided of the impact on Youth Service provision in the borough, following the commencement of revenue funding for the Youth Zone in 2021. This response should include potential implications relating to TUPE of staff. *[Scrutiny Recommendation D]***

The Leader referred to the response provided to recommendation A on youth provision and outlined that any implications arising, including any issues with regard to TUPE, will guide future decisions on the use of the remainder of the £596k budget. These decisions would be taken in a measured way in light of the priorities for and the presenting needs of young people in the borough.

The Leader evaluated, that the OSC recommendations supported the need to ensure best practice in moving forward with the proposal to establish a Youth Zone in Haringey, including ensuring the proposal was funded, meets identified needs, is co-designed with young people and meets all statutory requirements, including those set by planning. These recommendations were welcomed but they did not cause the decision to be overturned or changed as such considerations were already woven into the development of the Youth Zone in Haringey.

There were no questions taken from Members attending the meeting as this was a reconsideration of a key decision, and Members had asked questions at the Leader's signing of the 19<sup>th</sup> of March. Opportunity was further provided for questions at the Overview and Scrutiny Committee meeting on the 29<sup>th</sup> of March, which had lasted over 3 hours.

The representative of the Monitoring Officer and Committee's Manager confirmed that questions/statements from Members at the signing were at the discretion/invitation of the Leader. This was in accordance with Cabinet Procedure rules set out at Part 4 Section F paragraph 2.7 of the Constitution.

In accordance with the Call in procedure, the Leader having responded to the scrutiny recommendations, referred to the Key Decision, which was contained in the minutes, and the resolutions listed at page 24 and 25 of the agenda pack.

After re-considering the matter, the Leader agreed to confirm the original decisions subject to the further commitments made in the above responses to the Scrutiny recommendations.

## **RESOLVED**

1. To approve the proposed location of the Youth Zone at Woodside High School as set out in the indicative plan in Appendix A subject to the Woodside Academy Trust, who hold for site on leasehold, obtaining the necessary consent of the Secretary of State for Education for the sublease to OnSide.
2. To agree to the Council providing consent (as Landlord) to Woodside Academy Trust for a lease to OnSide for the site to run alongside the Head Lease already in place between the Council and the trust, subject to the final terms and documentation being agreed with OnSide.
3. To approve £3m of Capital funding from the Council's Capital Programme to be put forward towards the project subject to final terms and documentation to be agreed with OnSide.
4. To agree to the virement of £3m from the Responsiveness Fund to a new capital scheme in Priority 1, Haringey Youth Zone.
5. To approve the revenue funding contribution of £250,000 per annum for the first three years that the facility is operated by OnSide, the purposes of which will be agreed and are subject to final terms and documentation.
6. To amend the Paragraph 2 of the Cabinet decision of 14th March 2017 to give delegated authority to the Director of Children & Young People Services after consultation with the Strategic Director Regeneration, Planning and Development, the Section 151 Officer and Cabinet Member for Corporate Resources to approve the final details of the project and the terms in respect of the grant funding agreement, lease, facility mix, and connection to other site specific regeneration proposals and operational detail and any further related agreements.
7. To approve the waiver of Contract Standing Order (CSO) 9.01.1 (contracts with an estimated value of £500,000 or above must be let following publication of an appropriate (tender) advertisement) as allowed under CSO 10.01.2 d) (the value of the contract is below the applicable threshold pursuant to the Regulations)

## **Reasons for decision**

The proposed Youth Zone development will engage young people across the Borough in the creation of a unique facility that genuinely responds to their views and provides sustainable, 21st century Youth provision significantly beyond the scale that the Council alone can deliver, which will make a positive difference to the experience of being a young person in Haringey. The proposed Council capital contribution of £3m

towards the Youth Zone development will lever in external funding of a further £3.5m capital and ongoing revenue investment of £950,000 per annum for the first three years of operation.

This project would also make a significant contribution to making the Borough's vision– to work with communities to make Haringey an even better place to live through encouraging investment and creating opportunities for all to share in - a reality. Additionally, it will contribute significantly to each of our five corporate objectives enabling our young people to achieve their aspirations and growing our community assets to further demonstrate our ambition, innovation and collaborative approach.

One of the fundamental principles and attractions of OnSide's operation is the establishment of a standalone, locally reflective, charitable trust within the host borough, which is responsible for the operational delivery and financial viability of the venture. Under the guidance and direction of a high profile chairperson and private sector, locally-led membership, these boards have the professional and financial connections to attract investment into the 'not for profit' operation and critically, the future of local young people. This model offers a sustainable, long-term funding model and a four-way partnership between the private sector, the authority, young people and the community – cementing future Youth provision at a time of diminishing authority resources.

OnSide can evidence clearly the significant social impact that Youth Zones have by addressing disengagement, reducing school exclusions and unhealthy lifestyles and shows a positive economic benefit for local and national government. On average, Youth Zones generate £2.03 of social value for every £1 spent on running these facilities, or £6.66 for every £1 invested by the local authority. As Haringey has negotiated a lower revenue contribution than other authorities, this return on investment would be closer to £11 for every £1 of Local Authority money spent to achieve a similar level of outcomes.

The benefits of Youth Zone extend beyond the financial and affect positively on education and employment outcomes for young people and improving health and wellbeing. In 2015, 92% of young people who complete the Youth Zone "Get a Job" programme, which focuses on giving young people the tools, motivation and aspiration to succeed in the future, progressed into paid employment or further study. 79% of parents surveyed reported that their child's involvement in Youth Zone had made family life more positive and 89% of young people reported feeling more self-confident because of their joining Youth Zones. Communities also benefit from the presence of Youth Zones, such as a reduction in anti-social behaviour since Youth Zones opened – in Manchester, this dropped 13% in year 1 and 51% in year 2 of opening and in Oldham, and police reported a 40% reduction in anti-social behaviour involving young people.

#### **Options (as considered by Cabinet, 14th March 2017)**

The options in this instance were limited. The Council had not considered developing a major purpose built Youth facility in the borough before being approached by

OnSide; therefore, considering the proposal as presented, the options were limited as indicated below.

Option 1 - Do nothing. Reject the proposal and do not offer Council support. The impact of this would result in OnSide withdrawing its £3m investment offer into the borough and looking towards an alternative host authority. The opportunity to create sustainable Youth provision in the borough would be lost. This option was not recommended.

Option 2 - Support the proposal. Once a site has been identified and agreed by all parties, this required the scheduled transfer of £3m capital grant from the Council to OnSide (50% of the capital build) as approved by Cabinet as part of the Capital Programme, in June 2016. A further £250,000 per annum revenue contribution (25% of annual revenue costs) would be required from the Council for the first three years of operation. OnSide have committed to deliver 50% of the capital cost and 75% of revenue costs for the first three years. This option was recommended and approved at Cabinet in March 2017

Since the approved Cabinet decision, OnSide have advised that their Capital contribution will now be £3.5m to reflect increased development costs, whilst Haringey's contribution remains the same at £3m (46%). Additionally, the ongoing revenue from OnSide will be increased to £950,000 per annum for the first three years of operation, during which time the Haringey contribution remains £250,000 per annum (21%).

It should be noted that there were considered to be three key risks to the recommended option:

(i) OnSide declining any site offered and withdrawing their capital funding offer to develop the project. This was considered to be a medium risk and has since been mitigated, with OnSide having approved the site as appropriate for a Youth Zone development, the risk to the delivery of the Youth Zone now relates to the necessary planning consents being secured.

(ii) Revenue shortfall in from Year 4. This is considered to be a moderate risk; however, the Haringey Youth Zone Board would be charged with securing on-going revenue support exploiting its network of supporters and potential funders.

(iii) If the project failed at some point in the future and the local Trust dissolved, the lease would be nullified and the building would become a Council asset/liability. The success of OnSide's Youth Zones elsewhere in the country suggests this is a low risk.

CHAIR: Councillor Claire Kober

Signed by Chair .....

Date .....



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## **MINUTES OF THE MEETING OF THE CABINET MEMBER SIGNING HELD ON THURSDAY, 19TH APRIL, 2018, 1.00 pm**

### **PRESENT:**

**Councillors: Claire Kober (Chair)**

#### **58. FILMING AT MEETINGS**

Noted.

#### **59. APOLOGIES FOR ABSENCE**

None.

#### **60. URGENT BUSINESS**

Noted.

#### **61. DECLARATIONS OF INTEREST**

None.

#### **62. GRANTING OF EXTENSION TO HOUSING REVIEWS LTD CONTRACT FROM 01.06.18 TO 30.11.18**

The Leader considered a report requesting approval for the extension of the contract with Housing Reviews Limited for the conduct of reviews of allocation and homelessness decisions under Parts VI & VII of the Housing Act 1996, which expires on 31 May 2018. Approval would extend the contract for a period of 6 months, commencing from 1 June 2018 to 30 November 2018.

#### **RESOLVED**

- i. that the extension to the contract with Housing Reviews Limited for the reviews of allocation and homelessness decisions for a period of 6 months from 1 June 2018 to 30 November 2018 at an estimated cost of £15,000 be approved, in accordance with Contract Procedure Rule 16.02;
- ii. to note that the re-tendering of the homelessness review function was underway, to ensure seamless provision at the end of the life of the current contract; and
- iii. to note that a further report would be required to seek authority to contract out the homelessness review function to the winner of the tender.

#### **Reasons for decision**

The Council has statutory responsibilities under Parts VI and VII of the Housing Act, which it can either carry out itself, or delegate to third parties under the terms of the

Local Authorities (Contracting Out of Allocation of Housing and Homelessness Functions) Order 1996.

The current contract expires on 31 May 2018; so an extension of the contract to HRL for 6 months is required to avoid disruption in the review process. This will also allow for all reviews contracted to HRL to be determined while Officers begin the tender process. Failure to do so would pose a significant risk to the Council.

The rates for conducting reviews will be fixed for the duration of the contract and the contractor will be paid in arrears upon completing a review.

The cost of employing HRL to carry out the Housing Review function was £19,179 in 2017/18. It is expected to cost approximately £15,000 from 1 June to 30 November 2018, depending on the number of reviews requested. The cost of carrying out the function within the Council would be approximately £50,000 per annum. Employing the external provider will therefore deliver significant savings to the council.

**Alternative options considered**

***Asking HRL to continue undertaking reviews beyond the term of the contract:*** If the contract with HRL is not extended for 6 months while re-tendering is taking place, HRL will not be authorised to carry out reviews on behalf of the Council and any reviews conducted by HRL would be open to legal challenge. As the contract is due to expire officers are working on re-tendering the contract and will submit a further report for approval.

***Bringing the reviews function back in-house:*** If the contract was not extended, all cases currently allocated to HRL would have to be passed back to the council immediately to complete. The Council does not have sufficient staffing in place to deliver the statutory reviews function 'in house' from 1 June 2018, when the contract expires. Previous attempts to recruit staff to deliver this function have been unsuccessful. The lack of capacity to complete these reviews would result in delays, increased costs and likely further legal challenges. However, the potential for bringing the reviews function in-house will be reviewed again as part of the re-tendering process.

**63. NEW ITEMS OF URGENT BUSINESS**

None.

CHAIR: Councillor Claire Kober

Signed by Chair .....

Date .....



## **MINUTES OF THE MEETING OF THE CABINET MEMBER SIGNING HELD ON THURSDAY, 19TH APRIL, 2018, 3.30 pm**

### **PRESENT:**

**Councillors: Elin Weston (Chair)**

#### **64. FILMING AT MEETINGS**

Noted

#### **65. APOLOGIES FOR ABSENCE**

None.

#### **66. URGENT BUSINESS**

None.

#### **67. DECLARATIONS OF INTEREST**

None.

#### **68. HIGHGATE WOOD SECONDARY SCHOOL ROOF REPLACEMENT - CONTRACT VARIATION TO VINCI CONSTRUCTION UK LIMITED**

Councillor Weston considered the report which sought approval to vary an existing contract award to Vinci Construction UK Limited as allowed under Contract Standing Order 16.02. The value of the original contract award was £479,995.91, and it was requested that the award be extended by £32,911.09, bringing the total award value to £512,907.10.

**RESOLVED that the request for an extension of the value of the contract with Vinci Construction UK Limited for roof replacement works undertaken at Highgate Wood Secondary School be approved. The total value of the contract was £512,907.10, including the extension of £32,911.09.**

#### **Reasons for decision**

To ensure Haringey Council can adhere to its contractual obligations and make payment of contract valuations and settlement of final account.

The final account has been agreed between the Independent Project Cost Consultant and Vinci Construction UK Limited at £512,907.10.

#### **Alternative options considered**

A do nothing option would mean that the council would be unable to make payment of the latest contract valuation and would mean it would be in breach of its contractual obligations and be at risk of incurring additional interest costs on unpaid amounts.

**69. MAYA ANGELOU FAMILY CONTACT CENTRE RELOCATION (39 WINKFIELD ROAD) - CONTRACT VARIATION TO MULALLEY & COMPANY LTD**

Councillor Weston considered the report which sought approval to vary an existing contract award to Mulalley & Company Ltd as allowed under Contract Standing Order 16.02. The value of the original contract award was £462,625 and it was requested that the award be extended by £120,375, bringing the total award value to £583,000.

**RESOLVED that the request for an extension of the value of the contract with Mulalley & Company Ltd for the fit-out of 39 Winkfield Road for use as Haringey’s Family Contact Centre, known as the Maya Angelou Family Contact Centre be approved. The total value of the contract was £538,000, including the extension of £120,375.**

**Reasons for decision**

To ensure Haringey Council can adhere to its contractual obligations and make payment of contract valuations and settlement of final account.

The project recently completed, at the beginning of April, and the final account is currently being agreed between the Independent Project Cost Consultant and Mulalley & Company Ltd. The Project Cost Consultant estimates the final account will be no greater than £583,000

**Alternative options considered**

A do nothing option would mean that the council would be unable to make payment of the latest contract valuation and would mean it would be in breach of its contractual obligations and be at risk of incurring additional interest costs on unpaid amounts.

**70. NEW ITEMS OF URGENT BUSINESS**

None.

CHAIR: Councillor Elin Weston

Signed by Chair .....

Date .....

## **MINUTES OF THE MEETING OF THE CABINET MEMBER SIGNING HELD ON FRIDAY, 20TH APRIL, 2018, 10.30 am**

### **PRESENT:**

**Councillors: Alan Strickland (Chair)**

#### **71. FILMING AT MEETINGS**

Noted.

#### **72. APOLOGIES FOR ABSENCE**

None.

#### **73. URGENT BUSINESS**

None.

#### **74. DECLARATIONS OF INTEREST**

None.

#### **75. AWARD OF CONTRACT FOR DESIGN AND ENABLING WORKS FOR BROADWATER FARM ESTATE DISTRICT HEATING SYSTEM**

Councillor Strickland considered the report which sought approval for the appointment of Engie LTF (formerly Keepmoat LTD) through the LHC framework (N7 – workstream three) for design and enabling works for a new district heating system on the Broadwater Farm estate. Recent structural surveys had identified that 10 of the 12 blocks on the Broadwater Farm estate did not meet building regulations for Large Panel System (LPS) blocks using piped gas supplies. An options appraisal concluded that a new district heating system was the most appropriate remedy. The procurement would be a two stage process, and a further contract with firm costs for the remainder of the programme would be presented to Cabinet once full design had been concluded and priced.

**RESOLVED that, pursuant to Contract Standing Order 16.02, the appointment of Engie LTD (formerly Keepmoat LTD) through the LHC framework (N7 – workstream three) for design and enabling works for a new district heating system on the Broadwater Farm estate be approved.**

#### **Reasons for decision**

Homes for Haringey require specialist support to undertake the works outlined in this report.

**Alternative options considered**

Homes for Haringey could have run an open procurement process instead of using the LHC framework. This was discounted as the scope of works within the LHC framework met the requirements of the project and will enable works to start sooner.

Homes for Haringey could have delivered the project in-house. Homes for Haringey do not have the necessary skills in-house to make this option viable.

The 'do nothing' approach was discounted as the blocks do not meet building regulations and works are required to mitigate the risks identified.

**76. NEW ITEMS OF URGENT BUSINESS**

None.

**77. EXCLUSION OF THE PRESS AND PUBLIC**

N/A

**78. AWARD OF CONTRACT FOR DESIGN AND ENABLING WORKS FOR BROADWATER FARM ESTATE DISTRICT HEATING SYSTEM**

There was no exempt information.

**79. ITEMS OF EXEMPT URGENT BUSINESS**

None.

CHAIR: Councillor Alan Strickland

Signed by Chair .....

Date .....

**Report for:** Cabinet 26 June 2018

**Title:** Delegated Decisions and Significant Actions

**Report authorised by :** Zina Etheridge, Chief Executive  
Bernie Ryan AD Corporate Governance

**Lead Officer:** Ayshe Simsek

**Ward(s) affected:** Non applicable

**Report for Key/  
Non Key Decision: Information**

**1. Describe the issue under consideration**

To inform the Cabinet of delegated decisions and significant actions taken by Directors.

The report details by number and type decisions taken by Directors under delegated powers. Significant actions (decisions involving expenditure of more than £100,000) taken during the same period are also detailed.

**2. Cabinet Member Introduction**

Not applicable

**3. Recommendations**

That the report be noted.

**4. Reasons for decision**

Part Three, Section E of the Constitution – Responsibility for Functions, Scheme of Delegations to Officers - contains an obligation on officers to keep Members properly informed of activity arising within the scope of these delegations, and to ensure a proper record of such activity is kept and available to Members and the public in accordance with legislation. Therefore, each Director must ensure that there is a system in place within his/her business unit which records any decisions made under delegated powers.

Paragraph 3.03 of the scheme requires that Regular reports (monthly or as near as possible) shall be presented to the Cabinet Meeting, in the case of executive functions, and to the responsible Member body, in the case of non executive functions, recording the number and type of all decisions taken under officers' delegated powers. Decisions of particular significance shall be reported individually.

Paragraph 3.04 of the scheme goes on to state that a decision of "particular significance", to be reported individually by officers, shall mean a matter not

within the scope of a decision previously agreed at Member level which falls within one or both of the following:

- (a) It is a spending or saving of £100,000 or more, or
- (b) It is significant or sensitive for any other reason and the Director and Cabinet Member have agreed to report it.

**5. Alternative options considered**

Not applicable

**6. Background information**

To inform the Cabinet of delegated decisions and significant actions taken by Directors.

The report details by number and type decisions taken by Directors under delegated powers. Significant actions) decisions involving expenditure of more than £100,000) taken during the same period are also detailed.

Officer Delegated decisions are published on the following web page <http://www.minutes.haringey.gov.uk/mgDelegatedDecisions.aspx?bcr=1>

**7. Contribution to strategic outcomes**

Apart from being a constitutional requirement, the recording and publishing of executive and non executive officer delegated decisions is in line with the Council's transparency agenda.

**8. Statutory Officers comments (Chief Finance Officer (including procurement), Assistant Director of Corporate Governance, Equalities)**

Where appropriate these are contained in the individual delegations.

**9. Use of Appendices**

The appendices to the report set out by number and type decisions taken by Directors under delegated powers. Significant actions (Decisions involving expenditure of more than £100,000) taken during the same period are also detailed.

**10. Local Government (Access to Information) Act 1985**

Background Papers

The following background papers were used in the preparation of this report;

Delegated Decisions and Significant Action Forms

Those marked with ♦ contain exempt information and are not available for public inspection.

The background papers are located at River Park House, 225 High Road, Wood Green, London N22 8HQ.

To inspect them or to discuss this report further, please contact Ayshe Simsek on 020 8489 2929.

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**DIRECTOR OF ADULT SOCIAL SERVICES**

**Significant decisions - Delegated Action – March 2018**

◆ denotes background papers are Exempt.

No	Date approved by Director	Title	Decision
1.	180326	DA - Report IMFA Team and DP Team	

**Delegated Action**

	Number
180312 CSO to approve appt of Kirkman & Jourdain Ltd - redecoration of Ermine Community Hub. Contract value £13,138.00	
180314 CSO 10.01.2d TEC Services CIC (replacement of previously signed contract in Feb 2018). Contract value £25,000.00	
180320 Request to waive CSO for payment of invoices relating to DoLS assessments. Contract value capped up to £120,000.00	
180328 Request to Waive CSO 10.01.2d to award contract to Alcove Ltd for AT Project. Contract value up to £500,000.00	

Submission authorised by: B. F. Tarka

**Beverley Tarka – Director of Adult Social Services**

**Date: 3<sup>rd</sup> April 2018**

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**DIRECTOR OF ADULTS AND HEALTH**

**Significant decisions - Delegated Action – April 2018**

◆ denotes background papers are Exempt.

No	Date approved by Director	Title	Decision
1.	180404	Delegated Authority – Osborne Grove Nursing Home Closure	
2.	180416	Delegated Authority - Devolution Work within Public Health	

**Delegated Action**

	Number
180412 3-mth extension of consultant - AS Decision Waiver. Contract value £27,900.00	
180412 5-mth extension of consultant - TB Decision Waiver. Contract value £37,500.00	
180412 CSO 10.02.1a Ext of contract Data Centre Response Ltd - OGNH back-up generator. Contract value £20,000.00	
180416 CSO 10.02.1a Ext of contract Apex Medical Ltd - OGNH supplies & equipment servicing. Contract value £30,000.00	
180418 CSO 8.03 under CSO 10.1.2 - provision of a Project Manager via Gatenby Sanderson - lead a workforce programme across 5 N London Boroughs. Contract value £118,000.00	
180420 CSO 10.1.1.2d agree waiver under CSO 8.03 appoint interim CHC Nurse Assessor from Seven Resourcing Ltd. Contract value £97,000.00	
180420 CSO for payment of invoices relating to DoLS - BIA - Fago Services. Contract value £120,000.00	
180420 CSO for payment of invoices relating to DoLS - BIA - Ihezic Ltd. Contract value £120,000.00	
180420 CSO for payment of invoices relating to DoLS - BIA - Orchid Rose Ltd. Contract value £75,000.00	

Submission authorised by: B-F Tarka  
 Beverley Tarka – Director of Adults and Health

Date: 26<sup>th</sup> April 2018

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**DIRECTOR OF ADULTS AND HEALTH**

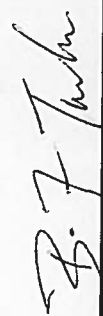
**Significant decisions - Delegated Action – May 2018**

◆ denotes background papers are Exempt.

No	Date approved by Director	Title	Decision
1.	180524	DA – Public Health Officer – change in contractual hours.	

**Delegated Action**

	Number
180508: Implementation of CSO 10.02.1a Extension of contract with Data Centre Response Ltd – back-up Generator at Osborne Grove Nursing Home 01/05/18 – 30/04/19. Contract value: £30,000.00 (extension value).	

Submission authorised by:  Beverley Tarka – Director of Adults and Health

Date: 11<sup>th</sup> June 2018

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## Commissioning Service

### Significant decisions - Delegated Action - For Reporting to Cabinet on 26 June 2018

◆ denotes background papers are Exempt.

No	Date approved by Director	Title	Decision
3.	25 <sup>th</sup> May 2018	Award of Contract for the provision of an Independent Life Skills Programme.	To award a contract for the provision of an Independent Life Skills Programme to Centrepont. The value of the contract is £49,999, which will be paid in two instalments over a one-year period.
4.	25 <sup>th</sup> May 2018	Implementation of CSO 10.01 Waiver and Award of Contract to Footsteps Academy	For the Assistant Director for Commissioning to approve the implementation of Contract Standing Order 10.01.02 d ii and waive the requirement to tender under CSO 8.0 and award a contract for alternative education to Footsteps Academy College on a spot contract basis. The cost of individual placements will be £9, 330. The cost is in relation to the academic year. Payments are made pro rata, depending on individual students start and leaving dates. The value of the contract will be £120,000 between 7 <sup>th</sup> September 2017–31 <sup>st</sup> July 2019.
	25 <sup>th</sup> May 2018	Implementation of Contract Standing Order (CSO) 10.02.1 a) extension of 1 year for the Award of Contract To Evolve, Social Impact Project	For the Assistant Director for Commissioning to approve the implementation of (CSO) 10.02.1 a) extension of a contract for alternative education via Evolve, Social Impact Organisation at a cost of £72, 000 for 01 September 2017 to August 2019.
	25 <sup>th</sup> May 2018	Implementation of CSO 10.01 Waiver and Award of Contract to The Complete Works Independent School	For the Assistant Director for Commissioning to approve the implementation of Contract Standing Order 10.01.02 d ii and waive the requirement to tender under CSO 8.0 and award a contract for alternative education with The Complete Works in Education on a spot contract basis. Cost is dependent on the number of hours per day and duration of provision commissioned. Costs will range from between £110 for a three hour daily session in the student's home to £7,000 for full time 6 week period in the school environment. Each level signifies a level of support commensurate with the support needed by the student and based on referral assessment and assessment carried out by the service. The contract will be in place for the period September 2017 – August 2019. Contract Value is £50,000 for the period of this contract.

## Commissioning Service

### Significant decisions - Delegated Action - For Reporting to Cabinet on 26 June 2018

◆ denotes background papers are Exempt.

No	Date approved by Director	Title	Decision
	25 <sup>th</sup> May 2018	Implementation Of CSO 10.01 Waiver and Award of Contract To Fresh Start in Education	For the Assistant Director for Commissioning to approve the implementation of Contract Standing Order 10.01.02 d ii and waive the requirement to tender under CSO 8.0 and award a contract for alternative education with The Complete Works in Education on a spot contract basis, at a cost of: 2.5 hour session = £95 3 hour sessions = £110 Each level signifies a level of support commensurate with the support needed by the student and based on referral assessment and assessment carried out by the service. The contract will be in place for the period September 2017 – August 2019. Contract Value is £60,000 for the period of this contract.
	25 <sup>th</sup> May 2018	Extension of the Provision of Independent Domestic Violence Advocacy (IDVA) Service and Identification and Referral to Increase Safety (IRIS) Service.	For the Assistant Director of Commissioning to approve the implementation of Contract Standing Order 10.02a and extend the contract with NIA for the IDVA/IRIS for a period of 2 years from 1 <sup>st</sup> May 2018 to 30 <sup>th</sup> April 2020 at a cost of £331,760 The total cost over the life the contract (from April 2016) is £715,781
	23 April 2018	Joint procurement of the provision of NHS Complaints Advocacy – for the commissioning and delivery of services for residents in the London Borough of Haringey	For the Assistant Director Commissioning pursuant to Contract Standing Order 9.07.1(c) to give approval to entering into an agreement with Southwark Council in relation to the commissioning of NHS Complaints Advocacy across London. Subject to approval being granted, London Borough of Haringey shall enter into an access agreement with Southwark Council for the provision of pan-London NHS Complaints Advocacy, which will be delivered by Phower. The contract shall run for a period of 3 years commencing 1st April 2017 with an option to extend for a further period of one year. The total contract cost to Haringey is £171,800 across the lifetime of the contract. This comprises a core payment of £18,400 in year 1, reduced to £16,800 thereafter and spot payments totalling approximately £25,000 per annum in remote/intensive cases. For 2017/18, spend on remote cases will total £28,000. This is due to a spike in demand in year. This is expected to be a one off increase.

#### Delegated Action

Type	Number




Corporate Board Officer/Assistant Director Signature .....

Date: 18/06/2018

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of the Local Government Act 1972.

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