

Public Questions – Cabinet Resources Committee – 2 April 2014

Questions from Ms Jasmin Parsons

Qn Number	Agenda pack reference	Question Raised	Answer
1	Item 11, p100  2. RELEVANT PREVIOUS DECISIONS	Can I have a copy of all these documents above [2.1-2.3] and a written explanation as to what they mean and to what they appertain to please.	These documents are available on the council's website through the links below. Delegated Powers Report number 532: <a href="http://barnet.moderngov.co.uk/ieDecisionDetails.aspx?ID=2389">http://barnet.moderngov.co.uk/ieDecisionDetails.aspx?ID=2389</a> Delegated Powers Report number 1574: <a href="http://barnet.moderngov.co.uk/ieDecisionDetails.aspx?ID=3820">http://barnet.moderngov.co.uk/ieDecisionDetails.aspx?ID=3820</a> Delegated Powers Report number 1789: <a href="http://barnet.moderngov.co.uk/mglIssueHistoryHome.aspx?Id=13329&amp;Opt=0">http://barnet.moderngov.co.uk/mglIssueHistoryHome.aspx?Id=13329&amp;Opt=0</a> .
2	Item 11, p.100  3. CORPORATE PRIORITIES AND POLICY CONSIDERATIONS  Paragraph 3.1	First sentence refers to the Corporate Plan 2013 to 2016 priority,  <b>a.</b> How does the council expect to maintain the right environment for a strong and diverse local economy when many of the local people will be forced to sell up and move away due to the destructive and divisionary nature of the present	a. The regeneration programmes will contribute towards this in a number of ways, including: <ul style="list-style-type: none"> <li>• Enhance Barnet as a place where people want to live through the delivery of quality new places and neighbourhoods in the areas of the borough in greatest need of investment and renewal.</li> <li>• Deliver sustainable housing growth and infrastructure, and improve the condition and sustainability of the existing housing stock.</li> <li>• Promote economic growth by encouraging new business growth while supporting local businesses and town centres.</li> <li>• Help residents to access the right skills and training to</li> </ul>

		<p>Regeneration scheme?</p> <p><b>b.</b> Can you name the Seven Major Regeneration Schemes across the borough, how many council dwellings they currently have and how many they will end up at the end of each scheme please?</p> <p><b>c.</b> Can you tell me how these 3,000 new homes over the next 5 years. Will be classified as please, i.e. affordable rent, affordable to buy, shared equity, shared ownership, private sale?</p> <p><b>d.</b> The Council's Housing Strategy 2010 to 2025 how is this strategy going to promote mixed communities? And why is the Council's key objective?</p>	<p>meet employer needs and take advantage of new job opportunities.</p> <p>b. The 7 regeneration programmes are detailed in the table attached in Appendix A.</p> <p>c. Please see the table in Appendix A.</p> <p>d. Through regeneration the council aims to redevelop existing council housing estates which are in need of investment to provide a wide mix of housing, including affordable housing, shared ownership and private sale. This will provide much needed additional housing and infrastructure and create more successful neighbourhoods.</p>
3	<p>Item 11, p.100</p> <p>3. CORPORATE PRIORITIES AND POLICY</p>	<p><b>a.</b> Can you please specify which properties were included in the <u>Decent Homes Programme on the priority regeneration estates?</u></p>	<p>No properties that are scheduled for demolition were included in the Decent Homes programme however properties located on Grahame Park Estate that are being retained and the houses on the Dollis Valley Estate that are being retained (Crocus Field and</p>

	<p>CONSIDERATIONS</p> <p>Paragraph 3.2</p>	<p><b>a)</b> And can you also specify which regeneration estates were classed as priority estates and why they were classified thus?</p> <p><b>b)</b> And can you also explain why they other regeneration estates where not classified as priority estates?</p>	<p>Meadow Close) were included in the Decent Homes Programme</p> <p>a. The following social housing estates were classed as priority housing estates because they were the most deprived and in need of substantial investment that could not be obtained through the Decent Homes programme:</p> <ul style="list-style-type: none"> <li>• Dollis Valley</li> <li>• Stonegrove/Spur Road</li> <li>• West Hendon</li> <li>• Grahame Park</li> </ul> <p>In addition to these there are also major regeneration schemes at Brent Cross Cricklewood, Granville Road and Mill Hill East/</p> <p>b. Social housing estates that were less deprived were not identified as regeneration estates, and underwent improvements through the Decent Homes programme.</p>
4	<p>Item 11, p.100</p> <p>4. CORPORATE PRIORITIES AND POLICY CONSIDERATIONS</p> <p>Paragraph 3.2</p>	<p><b>a.</b> Can the Council please be specific as to what they classify as <u>homes that are maintained to a reasonable standard</u>?</p> <p><b>b)</b> And what the Council classify as <u>a duty to ensure that homes are maintained to a reasonable</u></p>	<p>a. That the dwelling and/or communal space complies with statutory requirements, for example around fire safety. There is no statutory requirement to meet the Decent Homes standard. Dwellings which are scheduled for demolition do not have to comply with the Decent Homes Standard.</p> <p>b. As above</p>

		<p><u>standard?</u></p> <p><b>c)</b> And how long has this standard of maintenance been used by the council?</p> <p><b>d)</b> And any and all changes to this standard of maintenance? The above is to include any and all dates and by whom please.</p> <p><b>e) Q.</b> Are they going to bring any and all vacant properties up to standard?</p>	<p>c. This is an on-going standard. When proposals to regenerate specific estates were tabled the levels of works carried out to these estates were reduced. The overall objective on regeneration estates remains that works should be carried out to ensure properties are in a safe condition but that works over and above this are not carried out.</p> <p>d. This standard has not changed however as timescales for regeneration works have changed it has been necessary to revisit what works are required to ensure that statutory obligations are being complied with.</p> <p>e. If the property is vacant but is to be re-let the property will be brought up to this standard. If the property is to remain vacant then alternative works may be undertaken to ensure the property does not pose a risk to other occupied dwellings.</p>
5	<p>Item 11, p.100</p> <p>3. CORPORATE PRIORITIES AND POLICY CONSIDERATIONS</p> <p>Paragraph 3.3</p>	<p><u>Council leaseholders are normally expected to pay towards the costs of works undertaken to their block and in accordance with the terms set out in the lease.</u></p> <p><b>a).</b> How can any leaseholder be expected to know exactly what the terms of their lease is unless</p>	<p>a. It is the responsibility of leaseholders to understand the terms of the lease and what it commits them to. If in doubt leaseholders should seek independent legal advice. Copies of the lease can be obtained from Barnet Homes</p>

		<p>the council gives them an accurate description of their leases.</p> <p>b)i.e. The lease holders need to know exactly what types of leases they have. They have only been given an A – G lease which they still do not understand.</p> <p>c)The leaseholders need to know if they are Improving Leases or Repair Leases, can supply this information please?</p>	<p>or direct from Land Registry; it should be noted that a fee is charged for this service.</p> <p>b. There are currently 7 different lease types these range from the initial A type lease from 1980 that has been amended on six further occasions up to the current version G. Leaseholders wishing to know which lease type they have and what it covers should contact Barnet Homes direct for confirmation. A detailed breakdown of the lease types was provided to the Home Owners Group and a member of the People Power Group in early February 2014.</p> <p>c. This is contained in the terms of the lease but for clarity lease types A to E are all repairs only leases..</p>
6	<p>Item 11, p.101</p> <p>4.RISK MANAGEMENT ISSUES</p> <p>Paragraph 4.2</p>	<p><b>a.</b> Will the council confirm or deny that the suspension/ slippages of the regeneration on the West Hendon estate since 2002 (12 years) has directly contributed to certain leaseholders having to vacate their properties due to them being unable to sell their dwellings at a 'No Scheme world' price due to the regeneration.</p> <p><b>b.</b> Adding to that fact that their families having out grown the</p>	<p>a. Regeneration services are not aware that slippages have contributed directly to leaseholders vacating their properties.</p> <p>b. The new properties will meet the required standards.</p>

		<p>properties under term of either the room standard S325 or the space standard S326</p> <p><b>c.</b> Will the council confirm or deny that resident leaseholders on regeneration estates will not benefit from the full economic benefit of major works?</p> <p><b>d.</b> How does the council propose that absent leaseholders will see the full economic benefits of the new works being carried out on the regeneration estates?</p>	<p>c. It is acknowledged that leaseholders are likely to vacate their homes before the estimated service life of the equipment has been reached. By carrying out the proposed works Barnet Homes are ensuring that the freeholder's legal obligations are complied with. If such works are not carried out then other risks will exist including; fire, power failure and service failure. Therefore all residents are benefiting from the works.</p> <p>d. The proposed policy is designed to reduce financial hardship to leaseholders who live on a regeneration estate but would find it difficult to sell their property or are waiting to move into a property in on the same estate. Non-resident leaseholders may have acquired the property as an investment and are therefore gaining financial return from the rent. In such instances the property may have been purchased when its regeneration status was already known. It would not be a proper use of the HRA funds to subsidise investment purchasers.</p>
7	<p>Item 11, p.101</p> <p>4.RISK MANAGEMENT ISSUES</p> <p>Paragraph 4.3</p>	<p><u>If essential works are not carried out on these properties there may be health and safety risks?</u></p> <p><b>a.</b> Does this mean that the council was unsure if there were any real risks?</p> <p><b>b.</b> Can you specify all the inspections that were carried out</p>	<p>The council has a legal obligation to maintain occupied properties in a habitable state even when they are going to be demolished in future years.</p> <p>a. Barnet Homes would confirm that works are programmed when a risk exists that must be removed or reduced. Works may also be carried out to remove or reduce a risk before such risk has occurred, but it is reasonably likely that such a risk would occur if works were not carried out.</p> <p>b. The policy covers a range of works to regeneration</p>

		<p>to find and then confirmed all these alleged risks please?</p> <p>The above also appertains to all five bullet points in this section.</p>	<p>estates. Such works have arisen as a result of inspections carried out and other works are likely to arise as a result of on-going inspections which take place. The council has a legal obligation to maintain occupied properties in a habitable state even when they are going to be demolished in future years.</p> <p>c. In the context of the electrical rising mains works at West Hendon Barnet Homes carried out both visual and intrusive tests which then confirmed the system to be both undersized and unsafe</p> <p>A full electrical test was conducted (Electrical Installation Condition Report) on 1-24 Marsh Drive this was deemed to be the archetypal block.</p> <p>Furthermore, now works have commenced on Warner Close we have established that the VIR (Vulcanised Indian Rubber) Cables which supply the dwellings have shown serious signs of degradation and in certain circumstances have welded together. This confirms that the findings of both Visual and Intrusive Tests to be correct, and that the condition of the supply cables and distribution equipment poses a significant Health and Safety Risk.</p>
8	<p>Item 11, p.101</p> <p>5.EQUALITIES AND DIVERSITIES ISSUES</p> <p>Paragraph 5.1</p>	<p><u>Demographic analysis has shown that a higher proportion of households on regeneration estates are from Black and Minority Ethnic households than for the council housing stock as a whole.</u></p>	<p>Barnet Homes allocates housing according to the council's Allocations Policy and carries out day to day management of regeneration estates on behalf of the council. There is no policy of allocating specific groups of people to specific properties.</p> <p>The council and Barnet Homes has a duty under equalities legislation to ensure that different groups are not adversely</p>

		<p><b>Q.</b> Can you explain why this has happened?</p> <p><b>a)</b> And when did it start?</p> <p><b>b)</b> And all of who authorised this course of action?</p> <p><b>c)</b> How long is it expected to continue?</p> <p><b>d)</b> Why is this course of action being taken?</p> <p><b>e)</b> What happens to all those affected by this course of action during and when the regeneration has been completed?</p> <p>The above questions also apply to;</p> <p><u>Households with families</u></p> <p><b>A</b>nd <u>households with disabilities.</u></p>	<p>affected by council policies.</p> <p>The application of a discount policy will assist all qualifying resident leaseholders including those who are from Black and Minority Ethnic groups as well as families and households with disabilities.</p>
9	<p>Item 11, p.101</p> <p>5.EQUALITIES AND DIVERSITIES ISSUES</p> <p>Paragraph 5.2</p>	<p><u>This might make it difficult to pay large major works service charges without them being discounted</u></p> <p><b>Q.</b> What exactly is meant by this statement?</p>	<p>If leaseholders are over 60 and reliant on a pension or savings then they may find it difficult to pay large service charges. Applying a discount will make it more affordable.</p>



10	<p>Item 11, p.101</p> <p>5.EQUALITIES AND DIVERSITIES ISSUES</p> <p>Paragraph 5.3</p>	<p>How did the council come to such a high percentage figure of 84.5% of Council leaseholders on the regeneration estates are aged over 60?</p> <p><b>Q.</b> Which regeneration estates are they on? And in what percentage?</p>	<p>The figure applies to all the regeneration estates overall and covers the leaseholders for which Barnet Homes has the age on file.</p>
11	<p>Item 11, p.101</p> <p>5.EQUALITIES AND DIVERSITIES ISSUES</p> <p>Paragraph 5.4</p>	<p><b>Q.</b> How will the council <u>ascertain</u> the correct knowledge and apply their ruling to the correct leaseholder?</p>	<p>Leaseholders who purchased their property in the knowledge, or where it could be reasonably assumed that they were aware, that it forms part of a regeneration estate or scheme, will not qualify for the discount. Information provided as part of the pre-assignment enquiry when the property changes hands will be used as evidence in the event of a challenge.</p>
12	<p>Item 11, p.101</p> <p>5.EQUALITIES AND DIVERSITIES ISSUES</p> <p>Paragraph 5.5</p>	<p><b>Q.</b> What does the council mean specifically when they state that <u>Barnet Homes has consulted residents on the proposed discount policy</u>?</p> <p><b>Q.</b> What specifically is the <u>Performance Advisory Group</u>? And who specifically is in the <u>Performance Advisory Group</u>? And who specifically took part in the <u>unanimous agreement with the proposals</u>?</p>	<p>The Performance Advisory Group (PAG) are a group of tenants and leaseholders who meet regularly to scrutinise Barnet Homes performance and are consulted on policy. As of 1 April 2014 the PAG has a regular membership of 6 tenants and 3 leaseholders. The chair and vice-chair of the group are residents.</p> <p>The proposed discount policy was submitted to PAG in advance and then presented to the group at its meeting on 10<sup>th</sup> March by the Head of Customer Services and a Leaseholder Services Team manager. There was then a question and answer session. The meeting on 10<sup>th</sup> March was attended by 7 tenants and 3 leaseholders.</p>

		<p>a) Who formulated these proposals?</p> <p>b) Who presented these proposals?</p> <p>c) How were these proposals presented?</p> <p>d) To who were they presented to?</p> <p>e) When were they presented?</p> <p>f) When were they presented?</p>	
13	<p>Item 11, p.102</p> <p>6. USE OF RESOURCES IMPLICATIONS</p> <p>Paragraph 6.1</p>	<p><b>Q.</b> Why is the discount only appertaining to <u>essential health and safety related works</u>?</p> <p><b>A</b>nd why is only appertaining to this formula?</p>	<p>Leaseholders are normally expected to pay their full contribution to major works as under the terms of their lease. However given the fact that essential health and safety related works are required it is proposed to offer a discount to resident leaseholders on the basis that they will not see the full benefit of the works.</p>
14	<p>Item 11, p.102</p> <p>6. USE OF RESOURCES IMPLICATIONS</p> <p>Paragraph 6.2</p>	<p><b>Q.</b> How specifically did the <u>Housing Revenue Account</u> come to the conclusion that not having a cap would result in unjustified subsidies?</p>	<p>Leaseholders make contributions to the Housing Revenue Account through the payment of service charges. Discounts to leaseholders for service charges means that there is less money coming into the Housing Revenue Account to cover the costs of essential major works. If a cap was not applied then this could result in substantial reductions in income and could impact on the ability to maintain the stock.</p>



		<p>cap?</p> <p><b>d.</b> Which works does the council expect to last less than twelve years?</p> <p><b>e.</b> Why are the council doing works that are not expected to last more than twelve years?</p>	<p>d. as above</p> <p>e. Items such as electrical upgrades may have a service life of less than 12 years. An upgrade may be carried out where the life expectancy of the upgrade can be made to match or exceed the anticipated remaining life of the building and therefore reducing costs of carrying out a full replacement.</p> <p>Dependent upon the exact nature of works undertaken to lifts these may or may not exceed the 12 year cap. As part of specifying any works consideration is given to the anticipated service life of the building. It may be possible to refurbish a lift so it can provide a safe and reliable operation.</p> <p>Barnet Homes/LBB may undertake works with a service life of less than 12 years if such works can be done at a lower cost and that the anticipated service life of the works exceeds that of the building.</p>
16	<p>Item 11, p.102</p> <p>6. USE OF RESOURCES IMPLICATIONS</p> <p>Paragraph 6.4</p>	<p><b>a.</b> Why are leaseholders being - <u>billed for 90% of their estimated contribution at the point of works start?</u></p> <p><b>b.</b> Why have all the discrepancies that have been pointed out to all parties on more than one occasion been taken into consideration?</p>	<p>a. As part of our standard billing process when works start on site we submit a 'start of works invoice' that represents 90% of the total estimated cost of works. Under the terms and conditions of the lease payment is due upon demand. As it is generally standard practice to include a contingency sum when costing works of this nature we do not charge the full 100% value at the commencement of works.</p> <p>Once the works have completed on site we will receive the full actual cost of the work from the project team and will make an</p>

		<p><b>c.</b> What will the council decide to do when many of the leaseholders decide not to take up either option?</p> <p><b>d.</b> Will the council be prepared to listen to the leaseholders when they ask to meet and negotiate a different proposal that they have already attempted to put before the council before this document was formulated and put together?</p> <p><b>e.</b> What specifically does <u>At the point of sale, through a compulsory purchase order or voluntarily to the developer at the developer's request, the discount on the cost of the works shall be applied to resident leaseholders based on the formula above.</u> Actually mean?</p> <p><b>f.</b> Why has the developer been given the on whether or not a discount can be applied?</p>	<p>appropriate account adjustment for the final amount at that time.</p> <p>This may involve us sending a further invoice in the event that the works cost in excess of the 90% value already charged, or may result in a credit adjustment if they are less.</p> <p>The process of triggering "start of works" invoices enables leaseholders to enter in a payment agreement sooner effectively allowing them to benefit from a longer interest free payment period.</p> <p>B. We are aware of queries that have been raised previously in relation to the necessity of some of the works included within the scope of the project. The project manager has already acknowledged that some of the door entry works are potentially not necessary as they are not currently in operation. It has also been stated that the BT costs may not be required however this is unlikely to be fully known until the works are significantly progressed as at present much of the BT cabling is within the same containment system as the existing rising main installation.</p> <p>As has been stated on a number of occasions we will continually review the costs and if savings can be made they will be.</p> <p>Any adjustments will be made at the point that we process the actual costs upon completion of work in-keeping with our standard billing process.</p> <p>We are not aware of any "discrepancies" having been pointed out and would therefore request that further information is provided in</p>
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			<p>terms of what these are to enable us to respond further.</p> <ul style="list-style-type: none"> <li>d. Once Barnet Homes, on behalf of LBB, have exhausted every avenue with individual leaseholders to come to some agreement with regards to payment ultimately we would have to pursue the matter through legal action, including the possibility of a charge against the property.</li> <li>e. Assuming the policy being considered on the 2<sup>nd</sup> April is approved this will be implemented on all relevant schemes across regeneration estates. There will be no further option to discuss alternative discounts, however Barnet Homes are willing to discuss payment plans with individuals to suit their specific needs but this will not affect the overall sum due.</li> <li>f. If the property is acquired by the developer as a result of a compulsory purchase order or as a result of the developer entering into negotiation with a leaseholder to purchase the property then the discount would apply. In the event that the leaseholder seeks to sell the property either to the developer prior to the developer requiring the property for demolition then the discount would not apply. The discount would also not apply if the leaseholder chooses to sell the property on the open market to a party other than the developer.</li> <li>g. The developer does not have input into if the discount is available or not</li> </ul>
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17	<p>Item 11, p.102</p> <p>6. USE OF RESOURCES IMPLICATIONS</p> <p>Paragraph 6.5</p>	<p><b>a.</b> How specifically was this option put together?</p> <p><b>b</b> And by who?</p> <p><b>c</b> And who decided that this option was acceptable?</p> <p><b>d.</b> Why was the Leaseholders option not considered?</p>	<p>a. This option was put together following discussions between Barnet Homes and LBB's regeneration team and other relevant parties at LBB. It was also considered by the Council's Assets and Capital Board. The option was considered to enable leaseholders to enter into a payment plan which would then not require any party (either the leaseholder/LBB) to pay the other party a sum of money once the sale had taken place.</p> <p>b. as above</p> <p>c. as above</p> <p>d. Please clarify what option you are referring to. We assume this is in relation to a suggestion that all leaseholders were given a fixed percentage discount. This option does not take into account the length of time that a leaseholder would benefit from the works.</p>
18	<p>Item 11, p.102</p> <p>6. USE OF RESOURCES IMPLICATIONS</p> <p>Paragraph 6.6</p>	<p>This paragraph is discriminating against individual non-resident leaseholders.</p> <p><b>Q.</b> Why is <u>the council in its sole discretion considers</u> only <u>hardship</u>?</p>	<p>Non-resident leaseholders are essentially letting their properties out for an income and it is unacceptable for the Housing Revenue Account to subsidise such income. Discounts will only be applied for resident leaseholders. However, where a non-resident leaseholder can evidence hardship then the council can consider providing a discount.</p> <p>We do recognise that leaseholders circumstances can and do differ and it is for this reason that we have stated a number of times previously that we will discuss matters of payment with leaseholders on an individual basis.</p> <p>Where appropriate the Housing Officer will arrange to meet with leaseholders, this may involve a financial review to better assess</p>

			<p>and understand individual circumstances. In the event that having gone through this process a non-resident leaseholder has demonstrated financial hardship it may be possible for us to consider extending the discounted policy.</p> <p>This would be reviewed on a case by case basis.</p>
19	<p>Item 11, p.103</p> <p>6. USE OF RESOURCES IMPLICATIONS</p> <p>Paragraph 6.9</p>	<p><b>Q.</b> Why is <u>the most significant impact in Year 2016/ 17?</u></p>	<p>This is anticipated to be as a result of negotiations and sales occurring prior to the demolition of phase 3B at West Hendon.</p>
20	<p>Item 11, p.103</p> <p>6. USE OF RESOURCES IMPLICATIONS</p> <p>Paragraph 6.10</p>	<p><b>a.</b> <u>It the regeneration is deferred for a period in excess of 12 years from the date of the works are carried out</u> why is the leaseholder being penalised?</p> <p><b>b.</b> Why is the Partnership not being held to account? As it is their time table that they are working to not the leaseholders.</p>	<p>a. We do not consider that the leaseholder is being penalised. If the regeneration is deferred for a period in excess of 12 years from the date the works are carried out the leaseholder will not qualify for the discount applied under this policy as it will be deemed that they have received the significant benefit of the works.</p> <p>b. Delays may be outside of the control of the partnership</p>
21	<p>Item 11, p.103</p> <p>6. USE OF RESOURCES IMPLICATIONS</p>	<p><b>Q.</b> Why has this paragraph been inserted?</p> <p><b>Q.</b> Is the council expecting some leaseholder's bills to be £1,000 or less? And if so how many?</p>	<p>The policy document has been produced with the view that it would apply to other future works considered necessary on Regeneration estates across the borough if agreed. This may therefore result in it being applied to works where some/all leaseholder contributions fall below £1,000.</p> <p>No leaseholders at West Hendon are being charged £1,000 or</p>



	Paragraph 6.11		less for the electrical works being carried out currently. It is however anticipated that some works on other estates will have costs of less than £1,000 per leaseholder.
22	Item 11, p.103  6. USE OF RESOURCES IMPLICATIONS  Paragraph 6.12	<b>Q.</b> What specifically is meant by <u>securing efficiencies against the original estimated costs for the work?</u>	On some projects costs may be reduced against the original estimate for a number of reasons. This could include efficiencies through volume of works or amendments to the scope of the works. In the event that costs come down the leaseholders will pay less.
23	Item 11, p.103  7. LEGAL ISSUES  Paragraph 7.1	<b>Q.</b> Can you please furnish me with <u>Section 1 of the Localism Act 2011</u> .  <b>Q.</b> Can you specifically explain what <u>Section 1 of the Localism Act 2011</u> means	<p>The Localism Act was introduced by the coalition government in November 2011. The aim of the act was to devolve more decision making powers from central government back into the hands of individuals, communities and councils. The act covers a wide range of issues related to local public services, with a particularly focus on the general power of competence, community rights, neighbourhood planning and housing.</p> <p>Section 1 specifically deals with the general power of competence. In summary this enables councils to do things an individual may generally do. There is a useful plain English guide to the act at: <a href="https://www.gov.uk/government/publications/localism-act-2011-overview">https://www.gov.uk/government/publications/localism-act-2011-overview</a></p>
24	Item 11, p.103  7. LEGAL ISSUES	<b>a.</b> Can you specifically explain what <u>OJEC procured maintenance works contract</u> is?  <b>b.</b> Can you specifically explain the	<p>a. A contract procured for works or services through the Official Journal of the European community. Such procurement must be used when works of services are estimated to exceed specified thresholds.</p> <p>b. Barnet Homes consulted with all leaseholders on its</p>

	Paragraph 7.2	<p>impact that <u>OJEC procured maintenance works contract</u> has on the regeneration estate?</p> <p><b>C</b> And how this affects the discount formula?</p>	<p>proposal to procure long term partnering contracts for the main works and services it is required to provide for its residents with a Notice of Intention served on the 1st October 2010. A procurement process subsequently took place in compliance with OJEU Regulations (The Official Journal of the European Community). Barnet Homes then consulted with leaseholders with a Notice of Proposal served on the 1st June 2011, on its proposal to appoint contractors to 10 lots (work streams). The electrical works lot was awarded to Lovell.</p> <p>The procurement process took place over a number of months in the form of assessment workshops where the Invitation to Tender, Pre-Qualification Questionnaire and pricing submissions were reviewed and marked, site and office visits and interviews were carried out which involved residents both residents before the successful contractors were appointed.</p> <p>c. The way in which a contract is procured has no specific implication on the proposed discount formula.</p>
25	<p>Item 11, p.103</p> <p>9. BACKGROUND PAPERS</p> <p>Paragraph 9.1</p>	<p><u>This covers the structure of the building, the outside and all the shared (communal) areas.</u></p> <p><b>a.</b> Why is <u>(communal)</u> in brackets?</p> <p><b>b.</b> Can you be specific about the phrase <u>the outside and all the shared (communal) areas</u>?</p>	<p>a. The word communal is in brackets only to clarify the word “shared”.</p> <p>b. The “outside” relates to any areas outside of the block itself but inside the footprint of the estate. Therefore the phrase means any areas within the footprint of the estate including shared (communal) areas for example grassed areas, car parks, playgrounds etc.</p>

26	<p>Item 11, p.104</p> <p>9. BACKGROUND PAPERS</p> <p>Paragraph 9.3</p>	<p><u>There has been some slippage in the regeneration programme.</u></p> <p><b>a.</b> If there has been slippage in the regeneration programme it is because the Partnership board have failed to complete the regeneration within their own original time scale, why are the Leaseholders being penalised?</p> <p><b>b.</b> Why are the Partnership not being penalised?</p> <p><b>c.</b> Why has the council allowed the habitable condition of these properties to deteriorate to this state when they had a legal duty to keep the properties habitable via a regular maintenance programme?</p>	<p>a. We do not accept that any individual is being penalised, the scheme was financially unviable therefore could not proceed until a revised scheme had been approved. Over the past 24 month the partnership have delivered 194 units, known as the initial phase.</p> <p>b. The financial circumstances that surround the delay in delivering the regeneration scheme were due to economic changes that were beyond anyone's control.</p> <p>c. The essential health and safety related works is required precisely because it is necessary to maintain the properties in a habitable state.</p>
27	<p>Item 11, p.104</p> <p>9. BACKGROUND PAPERS</p> <p>Paragraph 9.4</p>	<p><b>Q.</b> You state <u>a significant health and safety risk due to deterioration of key elements</u> but have not stated exactly what they are, why not?</p> <p><b>Q.</b> If you are not able to answer the above can you be more specific as to who can answer the above question?</p>	<p>The policy has been drafted to cover a wide range of works over the remaining duration of the regeneration programme. Therefore it is not possible to detail all specific items within such a report. In regard of the electrical works at West Hendon details of these failings are below;</p> <ul style="list-style-type: none"> <li>Following on from the Visual Inspection and the Electrical Installation Condition Report (EICR) The findings of the tests identified that a number of key elements are in a poor condition these are as</li> </ul>

		<p><b>Q.</b> If you can you list them for me please.</p> <p>This covers all six bullet points</p>	<p>follows:</p> <ul style="list-style-type: none"> <li>○ Supply cabling to all of the dwellings is VIR (Vulcanised Indian Rubber).</li> <li>○ The VIR Cabling is cloth covered to provide an effective means of protection. After over 40 years of service there is evidence that the cables are deteriorating with exposed cores and inner sheaths prevalent at the Bill Distribution Board location and at the Resident's REC Meter Positions. We deem this to be a serious hazard.</li> <li>○ The HEVACOMM Calculations relating to the SWA and VIR installations fail. The results demonstrate that the cables are too small for the load (IB) and the LOR (Length of Run)</li> <li>○ The Circuit Protective Size of the 150mmx50mm trunking and the SWA Sheath is too small for the potential Fault Currents should a fault develop</li> <li>○ Excessive corrosion to the galvanized steel trunking means that the Earth Path for the VIR cabling is compromised further beyond its physical size being too small. Digital Images attached.</li> <li>○ With the extensive LOR and IB loads essentially predefined by EDF Metering, we have determined in the confines of the VIR cable routes, which are heavily grouped together, that once the current load</li> </ul>
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			<p>surpasses 38A and is prevalent for a sustained period excessive heat generation will occur without the Fuse blowing, bring a risk of fire to the installation</p> <ul style="list-style-type: none"> <li>○ Contravention to EDF Metering Requirements</li> <li>○ All of the Maisonettes need a minimum of a 16mm<sup>2</sup> Circuit Protective Conductor to them to meet current guidelines. None of the properties checked have this.</li> <li>○ Numerous dwellings surpass the LOR guidelines for cable sizes and are therefore by default undersized. Example – there is a 37Mtr maximum LOR for 16mm<sup>2</sup> cables – Flat [Property number] is 55Mtrs.</li> <li>○ The maisonettes supplied by the 150mmx50mm galvanized steel trunking have used plastic conduit as the final physical connections to the dwelling. All cables should be encapsulated throughout their entirely in steel.</li> </ul> <ul style="list-style-type: none"> <li>• Conclusion Taking into account – <ul style="list-style-type: none"> <li>○ The number of C1 and C2 deviations, listed on the NIC/EIC Electrical Installation Condition Reports, which denote require urgent attention.</li> <li>○ The physical deterioration of the existing electrical installation is below a safe operating level.</li> <li>○ The failure of the existing cabling and</li> </ul> </li> </ul>
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			<p>containment to meet the basic design criteria. We would recommend that in our opinion the existing Electrical Rising and Lateral Main system is replaced.</p> <ul style="list-style-type: none"> <li>Communal Lighting no longer complies with the British Standard in both lighting levels and configuration.</li> </ul>
28	<p>Item 11, p.104</p> <p><b>9. BACKGROUND PAPERS</b></p> <p>Paragraph 9.5</p>	<p>This paragraph is non-specific, as the council themselves have stated there are allegedly seven different types of leases that cover different conditions.</p> <p><b>Q.</b> Could you please specify which type of lease you state is covered by this statement?</p> <p><b>A</b>nd exactly where it is stated on each type of lease covered by this statement please?</p> <p><b>Q.</b> Can you also clarify if the leases that have been issued to the leaseholders on the West Hendon <b>Q.</b> Estate where specific to that estate?</p> <p><b>Q.</b> If yes why?</p> <p><b>Q.</b> If no, are they the same throughout the borough?</p>	<p>The statement is relevant to all lease types.</p> <p>In the 1<sup>st</sup> and last leases issued, the obligation to pay is located within the Third schedule of the lease and we would therefore refer leaseholders to their lease for further clarification.</p> <p>The West Hendon leases are standard lease types and so they are the same as other properties within the borough.</p>

29	<p>Item 11, p.104</p> <p><b>9. BACKGROUND PAPERS</b></p> <p>Paragraph 9.6</p>	<p><u>This policy does not apply to non-resident leaseholders, although in exceptional circumstances;</u></p> <p>This statement is very prejudicial in that it implies that it is the only person/ body that knows what hardship is.</p> <p><b>Q.</b> Can the council be specific about what this statement means please?</p> <p><b>Q.</b> What specifically this statement covers?</p> <p><b>Q.</b> Who this statement covers?</p> <p><b>Q.</b> Why this statement only covers them?</p> <p><b>Q.</b> Who decided that these were the only exceptional circumstances?</p> <p><b>Q.</b> How did they come to that conclusion?</p> <p><b>Q.</b> What consultation did they carry out prior to this decision?</p> <p><b>Q.</b> What is meant by hardship?</p> <p><b>Q.</b> How does a leaseholder <u>demonstrate hardship</u>?</p>	<p>Non-resident leaseholders are essentially letting their properties as a source of income and it is unacceptable for the Housing Revenue Account to subsidise such income. Discounts will only be applied for resident leaseholders. However, where a non-resident leaseholder can evidence hardship then the council can consider providing a discount.</p> <p>We recognise that individual circumstances can and do differ and it is for this reason that we have stated on a number of occasions that we will discuss matters of payment on an individual basis. Where appropriate the Leasehold Housing Officer will arrange to meet with leaseholders in order to better understand their individual situation. This will involve a financial review and assessment to better determine if there is a case to consider extending payment terms to non-resident leaseholders.</p>
30	<p>Item 11, p.104</p> <p><b>9. BACKGROUND PAPERS</b></p>	<p>The council clearly states that <u>resident leaseholders on regeneration estates will not receive the full time benefit of the</u></p>	<p>It is quite clear that leaseholders in general will not receive the full benefit of the works due to regeneration irrespective of them being resident or non-resident leaseholders.</p>

	Paragraph 9.7	<p><u>works.</u></p> <p><b>Q.</b> Does this statement imply that non-resident leaseholders will receive the full time benefit of the works?</p> <p><b>Q.</b> If yes why will they receive the full time benefit of the works?</p> <p><b>Q.</b> If no, are they going to lose out just the same as resident leaseholders?</p> <p><b>Q.</b> Why are the leaseholders not getting the correct formula when it comes to calculating the lifetime of each and every individual works being carried out on the estate?</p> <p><b>Q.</b> Who made the decision that it was an agreed formula when it had not been agreed by the leaseholders that the council are trying to implement the costs onto?</p> <p><b>Q.</b> Why hasn't a much fairer formula produced by the leaseholders been discussed?</p> <p><b>Q.</b> Is each and every single block on the West Hendon Estate receiving the same works?</p> <p><b>Q.</b> If yes why?</p>	<p>It is important to note that under the terms of the lease there is an obligation to contribute towards the full cost of communal works carried out to the block "on demand". Payment terms are discretionary and are not extended to non-resident leaseholders who do not rely on their property as their main abode and are therefore deriving an income from it.</p> <p>The discount policy proposed does not apply to non-resident leaseholders for the same reason.</p> <p>However, as indicated above, it may be possible for us to consider extending the same terms to a non-resident leaseholder if there is a case of extreme hardship. This would be assessed on a case by case basis.</p> <p>You will be aware from previous correspondence that Marriotts Close is not having the works carried out at this time. In addition there is a possibility that 1 to 32 Tyrrell Way will have the works reconsidered in the event that the timeframe for demolition of that block is brought forward.</p> <p>Marriotts Close is part of the first demolition phase due to take place in March 2015. The decant will begin in 2014 and is expected to be 50% completed by December 2014.</p> <p>It has therefore been decided that although some works will take place they will be minor mainly relating to the replacement of the intake cupboard doors. These works will be under the consultation threshold so no statutory consultation will be necessary and the costs will be included in the annual service</p>
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		<p><b>Q.</b> If no, why not?</p>	<p>charges.</p> <p>Had Barnet Homes carried out the works to Marriotts Close it is likely that residents would start moving out of the building before the replacement works had been completed.</p>
31	<p>Item 11, p.105</p> <p>9. BACKGROUND PAPERS</p> <p>Paragraph 9.8</p>	<p>This formula is incorrect and needs to be re-worked.</p> <p><b>a.</b> Who actually worked out this formula?</p> <p><b>b.</b> What did they actually base this formula on?</p> <p><b>c.</b> Who did the council consult with to conclude and decide upon this particular formula?</p> <p><b>d.</b> Is it a new formula?</p>	<p>The formula is correct. We would apologise if the example given was unclear. For the sake of clarity in the example given;</p> <p>The works cost £3,000 and so the annual cost of the works based on a 12 year lifespan would be £250.</p> <p>Therefore the annual cost payable by the leaseholder until such time as the property was sold through a CPO or negotiated sale would be £250, or £20.83 per month.</p> <p>a. The formula was calculated by Barnet Homes Leasehold Team and Major Works Team and is subject to approval at the CRC meeting of the 2<sup>nd</sup> April.</p> <p>b. The formula is based upon a 12 year lifespan for the works as detailed in the report and elsewhere in these responses.</p> <p>c. Barnet Homes consulted its performance advisor group (consisting of both tenants and leaseholders) on the proposed policy including this formula.</p> <p>d. This formula has not been used elsewhere as it is a new proposal and subject to agreement.</p>

		<p>e. Has this formula been used elsewhere on other estates?</p> <p>f. If yes which estates and where?</p> <p>g. If yes what dates were they introduced?</p>	<p>e. This formula has not been used elsewhere as it is a new proposal and subject to agreement.</p>
32	<p>Item 11, p.105</p> <p>9. BACKGROUND PAPERS</p> <p>Paragraph 9.9</p>	<p><u>This is considered to be a reasonable number of years of use to expect a leaseholder to contribute fully to the costs of the works.</u></p> <p>Q. Who considered this to be a reasonable time period?</p> <p>Q. When was this consideration taken?</p> <p>Q. How much consultation took place prior to this consideration being taken?</p> <p>Q. Who took part in this consideration process?</p> <p>Q. Exactly what was the consideration process taken?</p> <p>Q. Did the fact that the Housing Revenue Account perceived giving some or all leaseholders an unjustified subsidy influence the consideration in any way?</p> <p>Q. If yes how?</p> <p>Q. If not why not?</p>	<p>As 6.3. This was considered as part of the development of the proposal and draft policy. The development of this proposal and draft policy included staff from Barnet Homes Property Team, Leasehold Services Team and The London Borough of Barnet. Consultation on the policy was undertaken with PAG as detailed in answer (5.5)</p>

33	<p>Item 11, p.105</p> <p>9. BACKGROUND PAPERS</p> <p>Paragraph 9.10</p>	<p>Limiting the cap off date to 12 years is very restrictive and does not to my understanding benefit any and all leaseholders that fall foul of any delays by the developer, but merely adds to the leaseholders costs.</p> <p><b>Q.</b> Can you please be specific on how this 12 year cap off date benefits all leaseholders?</p> <p><b>A</b>nd why any leaseholder who is still living on the estate past the 12 year cap off date will get penalised?</p> <p><b>Q.</b> Why is the developer not being penalised?</p> <p><b>Q.</b> If yes how?</p>	<p>The reasons for the proposed 12 year cap have been explained above.</p>
34	<p>Item 11, p.105</p> <p>9. BACKGROUND PAPERS</p> <p>Paragraph 9.11</p>	<p><b>Q.</b> Why is this statement in this document?</p>	<p>Leaseholders with a contribution of £1,000 or less will not receive a discount as this is a reasonable amount of money for a leaseholder to pay in full.</p>
35	<p>Item 11, p.105</p> <p>9. BACKGROUND PAPERS</p>	<p><b>Q.</b> Describe exactly what the council would accept as <u>in cases of genuine hardship</u>? To allow the council <u>to add the discounted amount payable as a charge on</u></p>	<p>As explained above, the discount policy does not apply to non-resident leaseholders, however where a leaseholder demonstrates exceptional hardship there may be a case for us to consider extending the discount to non-resident leaseholders. This will be assessed on a case by case basis and will involve a</p>

	Paragraph 9.12	<p><u>the property to be recovered through a reduced compensation amount when it is compulsorily purchased.</u></p> <p><b>Q.</b> And how the council would introduce and monitor these cases?</p>	<p>full financial assessment and require the verification of supporting documentation. This approach is consistent with current practice for non-resident leaseholders elsewhere in the borough facing large major works bills and in genuine hardship</p> <p>Where a full financial assessment has taken place and the decision is taken that this is an exceptional case, the non-resident leaseholder signs an agreement to pay. Officers then monitor these cases on a regular monthly basis.</p>
36	<p>Item 11, p.105</p> <p>9. BACKGROUND PAPERS</p> <p>Paragraph 9.13</p>	<p><b>Q.</b> How exactly will <u>Barnet Homes</u> monitor the <u>implementation of the proposed policy</u>?</p> <p><b>Q.</b> Who exactly will <u>Barnet Homes</u> use to <u>monitor the implementation of the proposed policy</u>?</p> <p><b>Q.</b> How exactly will <u>Barnet Homes</u> monitor the <u>implementation of the proposed policy</u> be monitored?</p>	<p>We routinely monitor service charge collection performance on both annual service charges and major works schemes across the borough on a daily basis within the Leaseholder Services Team. This is no different and will fall into the remit of the Housing Officer and their Housing Manager.</p> <p>Covalent is a management information system which will enable Barnet Homes to monitor the use of the discounts policy.</p>
37	<p>Item 11, p.105</p> <p>9. LIST OF BACKGROUND PAPERS</p>	<p><b>Q.</b> Can you tell me what JH stands for please?</p> <p><b>Q.</b> Can you tell me what BH stands for please?</p>	<p>These are key officers clearing the report-John Hooton (Deputy Chief Operating Officer) and Bob Huffam (Solicitor-Litigation).</p>

	Paragraph 10.1		
38	<p>Item 12, p.109</p> <p>APPENDIX 1 – POLICY</p> <p>First paragraph</p>	<p><u>This policy aims to address the perceived unfairness of high major works charges for resident leaseholders</u></p> <p><b>Q.</b> Who realised that although these costs are unfair for resident leaseholders, they are perfectly fair for absent leaseholders?</p> <p><b>Q.</b> Why did the council realise this?</p> <p><b>Q.</b> Is this standard council policy?</p>	<p>As stated in the report, resident leaseholders on the regeneration estates are facing large health and safety related service charges when they will not receive the full benefit. The policy aims to assist in this by allowing for a discounted charge.</p> <p>The policy will not apply to non-resident leaseholders as they are letting out their property for a profit and it is unreasonable for the Housing Revenue Account to subsidise this profit.</p>
39	<p>Item 12, p.109</p> <p>APPENDIX 1 – POLICY</p> <p>Second paragraph</p>	<p><u>The policy recognises that due to unavoidable slippage in the regeneration programme</u></p> <p><b>Q.</b> Can you explain how this was unavoidable please?</p> <p><b>Q.</b> Was this due to the absent leaseholders?</p> <p><b>Q.</b> Was this due to the resident leaseholders?</p> <p><b>Q.</b> Was this due to the freeholders?</p> <p><b>Q.</b> Was this due to the secure tenants?</p>	<p>The regeneration schemes have slipped mainly because of the economic downturn since 2008 which meant that the original schemes were unviable as originally planned. Changes to the funding regime for affordable housing since 2010 has also impacted on the ability to progress as planned. The council and partners are working together to increase the viability of the schemes so that new homes can be delivered.</p>

		<p>Q. Was this due to the non-secure tenants?</p> <p>Q. Was this due to the Metropolitan non-secure tenants?</p> <p>Q. Was this due to the tenants renting some of the leasehold dwellings?</p> <p>Q. Was this due to Barretts?</p> <p>Q. Was this due to Metropolitan?</p> <p>Q. Was this due to LBB?</p> <p>Q. Was this due to Barnet Homes?</p> <p>Q. If yes to any of the above please specify the reason/s?</p> <p>Q. If yes to more than one above please state all that was responsible for the slippage?</p> <p>Q. If yes to more than one above please state all the reasons that was responsible for the slippage?</p> <p>Q. How many slippages were there?</p> <p>Q. How long did each slippage last for?</p> <p>Q. Was any and/ or all works deferred because of the regeneration works?</p> <p>Q. If yes which ones any and/ or all works deferred because of the regeneration works?</p>	
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		<p><b>Q.</b> If yes since when was any and/ or all works deferred because of the regeneration works?</p>	
40	<p>Item 12, p.109</p> <p>APPENDIX 1 – POLICY</p> <p>Third paragraph</p>	<p><b>Q.</b> What is meant by this statement can you please be more specific?</p>	<p>This could include works that are not fully related to the health and safety of the building such as decorations, works to prevent vandalism and the like.</p>
41	<p>Item 12, p.109</p> <p>APPENDIX 1 – POLICY</p> <p>Fourth paragraph</p>	<p><b>Q.</b> Please be more specific about each and every bullet point?</p> <p><b>Q.</b> How often should each and every bullet point be inspected?</p> <p><b>Q.</b> Who inspects each and every bullet point?</p> <p><b>Q.</b> Who holds the inspection records?</p>	<p>It is not possible to be more specific as this list covers work across all of the regeneration estates. The inspection of such items varies depending on;</p> <ul style="list-style-type: none"> <li>• What the item is</li> <li>• Any legal requirement to inspect</li> <li>• Any code of practice relevant to the item</li> <li>• Any requirements that form part of the insurance cover</li> <li>• The environment in which the item is located</li> </ul> <p>The inspections are carried out by suitable competent persons these may either be members of staff or contractors employed to carry out such inspections.</p> <p>More recent inspection records are held by Barnet Homes or by the party who carried out the inspection and viewable by Barnet Homes. For more historic inspections records may not exist.</p>

42	Item 12, p.109 APPENDIX 1 – POLICY  Sixth paragraph	<b>Q.</b> Can you please be more specific on each and every bullet point?	The points are sufficiently detailed.
43	Item 12, p.109 APPENDIX 1 – POLICY  Seventh paragraph	<b>Q.</b> Can Barnet Homes be specific about the content of this statement please? <b>Q.</b> Can Barnet Council be specific about the content of this statement please?	Within the terms of the lease there is no requirement for the freeholder to provide any reduction in cost. Therefore any reduction is discretionary and one of moral consideration rather than a legal one.
44	Item 12, p.109 APPENDIX 1 – POLICY  Eighth paragraph	<b>Q.</b> Can you please clarify this statement as it makes little sense?	The policy is designed to cover all regeneration estates which have various phasing plans. The phasing plans are subject to change for a number of reasons and therefore it is not always known when a block will be decanted. In these instances it would not be possible to accurately calculate the anticipated benefit a leaseholder would have from the work. By offering a payment plan that permits a pay as you go usage approach resident leaseholders will not over or under pay for works.
45	Item 12, p.111 APPENDIX 1 – POLICY  Objectives of the Policy	<b>(a)</b> This needs to be more specific as everything mentioned in this statement is very vague and I have no idea what LBB are covering in this statement? <b>(b)</b> Again as with above very vague and gives no clarity as to how this statement actually	The policy is designed to cover a wider range of works over a number of regeneration estates therefore it is not possible to provide a more comprehensive explanation. We believe the policy objectives are clear.



		<p>works in the best interest of the customer?</p> <p>(c) Can you please furnish me with all <u>relevant Legislation relating to each and every Repairs and Health and Safety Duties of Barnet Homes?</u></p> <p>(d) Can you clarify when LBB and Barnet Homes decided to implement this statement please?</p> <p>(e) Can please clarify how Barnet Homes are actually going to implement and monitor this statement please?</p>	
46	<p>Item 12, p.111</p> <p>APPENDIX 1 – POLICY</p> <p>Qualifying Criteria</p>	<p>A. Can you please specify <u>essential major works</u>?</p>	<p>A. The essential works referred to are included in the following list which is not exhaustive: -</p> <ul style="list-style-type: none"> <li>Fire safety works</li> <li>Electrical rising mains renewal</li> <li>Emergency escape lighting installations or replacements</li> <li>Substantial lift works (such as refurbishment or replacement of lifts)</li> <li>Cold Water Storage System Works – Legionella Systems</li> <li>Window replacement (where replacement is required because the windows are unlikely to remain in a serviceable state for the remainder of the building's life.</li> </ul> <p>Essential major works be broadly defined as follows: When legislative changes necessitate the works, or where there is a significant risk due to deterioration of key elements for which replacement parts have become obsolete or where repair rather</p>

		<p>than replacement is not economically viable: -</p> <ul style="list-style-type: none"> <li>a) To life and limb i.e. from fire or Legionella</li> <li>b) Of serious damage to the structure of the property, for example serious roof defects</li> <li>c) To the security of the property</li> <li>d) To the wellbeing of residents, for example serious lift defects or failures</li> </ul> <p>B. And exactly what legislation Barnet Homes needs to meet? Can you furnish me with every piece of legislation that appertains to this statement please?</p> <p>C. Can you please specify why you have inserted this statement please?</p> <p>D. Exactly what other projects does this statement refer to please?</p>	<p>B. The policy has been drafted to cover a wide range of works over the remaining duration of the regeneration programme. Therefore it is not possible to detail all specific items within such a policy</p> <p>C. The policy document has been produced with the view that it would apply to other future works considered necessary on Regeneration estates if agreed. This may therefore result in it being applied to works where some/all leaseholder contributions fall below £1,000. It is also potentially possible that on some estates residents may request works for reasons other than those covered above and that if such works are a result of resident request (including leaseholders) it would be fair that leaseholders pay the full cost of the works.</p> <p>D. This is a general policy and is not specific to individual projects</p>
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		<p>E. Please name all projects covered by this statement and of; Proposed start dates? Actual start dates?</p> <p>F. This paragraph is discriminating against the majority of this entire estate in one way or another.</p> <p>Knowing about the regeneration on the <u>open market</u> did/ does not give leaseholders any extra knowledge as to what major works that Barnet Council/ Homes intend/ intended to carry out. Why has this clause been inserted into this policy?</p> <p>Knowing about the regeneration on the <u>right-to-buy scheme</u> did/ does not give leaseholders any extra knowledge as to what major works that Barnet Council/ Homes intend/ intended to carry out. Why has this clause been inserted into this policy?</p> <p>What exactly is meant by <u>reasonably assumed</u>? What is</p>	<p>E. As above</p> <p>F. When a tenant purchases their property through the Right to Buy (RTB) scheme they are issued with an offer pack which includes a Section 125 Notice. This notice details upcoming works as they are known or anticipated over the next 5 years.</p> <p>The S125 Notice is also passed to the valuer who will take into consideration the upcoming costs when determining the value of the property.</p> <p>Anyone purchasing under the RTB having reviewed their S125 Notice and therefore with the knowledge that these works were due to take place will not receive the discount.</p> <p>Similarly when someone purchases a property on the open market part of the process involves the existing leaseholder's solicitor requesting a "pre-assignment" enquiry which is passed to the purchaser's solicitor for their review.</p> <p>The pre-assignment enquiry normally contains information relating to potential future works as well as other pertinent information relating to the property that would be of interest to the purchaser.</p> <p>Where these works have been disclosed in the pre-assignment enquiry, and the leaseholder has purchased in the knowledge that they were due to take place, the discount will not apply.</p>
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		<p>meant by <u>the pre-assignment enquiry</u>?</p> <p>G. Again this statement needs much more clarity as one minute this policy states no exemptions for non-resident leaseholders and in another section it states that there is. Can you please clarify?</p>	<p>G. As explained above, the discount policy does not apply to non-resident leaseholders, however where a leaseholder demonstrates exceptional hardship there may be a case for us to consider extending the discount to non-resident leaseholders.</p> <p>This will be assessed on a case by case basis.</p>
47	<p>Item 12, p.111</p> <p>APPENDIX 1 – POLICY</p> <p>Applying the discount</p> <p>First paragraph</p>	<p><b>A.</b> When will these consultations take place?</p> <p><b>B.</b> How will these consultations take the format of?</p> <p><b>C.</b> Who will be involved in these consultations?</p> <p><b>D.</b> Where will these consultations take place?</p> <p><b>E.</b> Why are bills being sent to leaseholders containing items which they will not have to pay for?</p> <p><b>F.</b> When will LBB &amp; Barnet Homes enter into real and meaningful consultative meetings</p>	<p>A. This policy document has been drafted on the basis that it will also apply to any future works relating Regeneration estates across the borough.</p> <p>B. In terms of the statutory section 20 consultation for the electrical works, this has already been carried out previously based on the undiscounted contribution.</p> <p>C. In the event that further works are identified in the future that are going to cost any individual leaseholder in excess of £250 we will carry out consultation in line with Section 20 Regulations prior to works taking place.</p> <p>D. This policy applies to all Regeneration estates, it is not therefore possible to specify the locations of meetings.</p>

		<p>with all persons affected?</p> <p><b>G.</b> Why are the leaseholders being billed at the start of works when LBB &amp; Barnet Homes (BH) know that the bills will change drastically?</p> <p><b>H.</b> Is LBB &amp; BH going to re-use any and/ or all the new works installations in other parts of the estate (i.e. Marriotts Close, Marsh Drive) when the first blocks are demolished to keep costs to a minimum?</p> <p><b>I.</b> If not why not?</p> <p><b>J.</b> If yes can you give more details please?</p>	<p>Future consultations will include all leaseholders impacted by the works and whilst not a statutory requirement we will hold residents meetings in the future within the timeframe of the 30 day statutory period for receipt of observations regarding the works.</p> <p>E. Officers are happy to respond to this question if further clarification is provided. .</p> <p>F. As above, the statutory consultation has already been completed. In addition Barnet Homes staff have also met with leaseholders from the estate on a number of occasions in order to discuss the works and matters of payment further.</p> <p>There is a statutory obligation to consult with leaseholders over proposed works, this consultation has been carried out based upon an un-discounted cost. There is no legal obligation to provide any reduction due to the reduced life expectancy of the building. If the proposed policy is adopted the interim invoices submitted on completion of the works reflect the full actual value of the works and this will be the basis of discussions with individual leaseholders in terms of potential payment arrangements. The invoice value already charged at “start of works” remains the same and we do not anticipate that the actual cost of the works will vary drastically.</p> <p>Assuming the policy is adopted this will be applied to those who qualify, the invoice value remains the same but the</p>
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			<p>discount is applied through the mechanism of the revised lower payment options.</p> <p>In the event that people choose to pay in full, any overpayment based on the formula will be rebated once the property is purchased through the CPO or sold voluntarily to the developer upon their request.</p> <p>G. Invoices have been raised on the basis of 90% of the works value for the reasons detailed above.</p> <p>H-J No. The works across the estate will be completed prior to demolition occurring. It is unlikely that components will be suitable for reuse.</p>
48	<p>Item 12, p.111</p> <p>APPENDIX 1 – POLICY</p> <p>Applying the discount</p> <p>Second paragraph</p>	<p>This statement does nothing of the sort.</p>	<p><a href="#">This is a comment not a question.</a></p>
49	<p>Item 12, p.111</p> <p>APPENDIX 1 – POLICY</p> <p>Applying the discount</p>	<p><b>Option 1</b> is clearly beyond the vast majority of leaseholders.</p> <p><b>Q.</b> Can LBB &amp; BH please justify the prejudice that this statement makes?</p> <p><b>Option 2</b> is even worse.</p>	<p>Option 1 is offered as it is one of our payment options and indeed we have had instances of leaseholders choosing to pay in full already.</p> <p>As you have not stated why you consider this option 2 to be worse than option 1 we cannot comment further.</p>

	Third paragraph		
50	<p>Item 12, p.111</p> <p>APPENDIX 1 – POLICY</p> <p>Applying the discount</p>	<p>2<sup>nd</sup> paragraph</p> <p>Q. Can you please be specific about LBB &amp; BH meaning of the two words <u>perceived</u> and <u>anticipated</u>?</p> <p>3<sup>rd</sup> paragraph</p> <p>Q. Can you please be specific about LBB &amp; BH meaning of the two words <u>anticipated</u> and <u>lifespan</u>?</p> <p>5<sup>th</sup> paragraph</p> <p>Q. Why has LBB &amp; BH decided that any slippage is the fault of the leaseholder?</p> <p>Q.* Can you be specific about this sentence please?</p> <p>6<sup>th</sup> paragraph</p> <p>Q. Can you be more specific with this statement please?</p> <p>More details are needed before I can make an informed opinion.</p>	<p>/</p> <p>Perceived is taken to mean a view and/or opinion held by one or more persons.</p> <p>Anticipated is taken to mean “current forecast” or “current estimate”.</p> <p>Anticipated lifespan is taken to mean the forecast or industry recognised life expectancy of a piece of work. Such forecast may need adjustment if the proposed works are amended to reduce the scope of works or use a lesser material when such changes would enable the proposed works to remain in service past the anticipated demolition date.</p> <p>LBB and BH have not decided that any slippage would be the fault of the leaseholder. However, in the event that the programme does slip it will mean that the leaseholders will have benefited from the works for a longer period and therefore their contribution should reflect this.</p> <p>If proposed works have an anticipated service life of less than 12 years then the discount would be amended to reflect this. For example if works were carried out with a service life of 6 years and the property was sold to the developer after 3 years then the leaseholder would pay half the cost of the works assuming the</p>

			<p>policy is adopted.</p> <p>If a leaseholder enters into an early buy back with the developer or other relevant party then no discount would be offered on the works. If a leaseholder sells the property on the open market (i.e. the lease is sold to another party such as a private individual or company not connected with the regeneration project then no discount would be offered.</p> <p>This statement means that leaseholders who have paid in full and qualify for the discount upon CPO or voluntary sale will receive a sum of money equal to the sum paid for the works less the discount. The leaseholder will not receive any interest on this sum.</p>
51	<p>Item 12, p.113</p> <p>APPENDIX 1 – POLICY</p> <p>The formula</p>	<p><b>First paragraph</b></p> <p><b>Q.</b> Can you be more specific about this statement please?</p> <p>Paragraphs two, three, four, five, six &amp; seven are unacceptable and need to be reconfigured.</p>	<p>By implementing this policy there will be a cost to the Housing Revenue Account. As part of the annual budget setting process an allowance will need to be made in the HRA for any refunds that are due to leaseholders as a result of this policy. Refunds may be due when a leaseholder has elected to use option 1 and therefore paid the full cost of the works upon receipt of the invoice, or has entered into a payment plan that exceeds that required in option 2.</p>



			There is no explanation as to why these are thought to be unacceptable or what is being sought by way of reconfiguration.
52	Item 12, p.113  APPENDIX 1 – POLICY  The formula	<b>Eighth paragraph</b>  This paragraph needs clarification. <u>Could</u> does not mean it will.	The word “could” has been included as the policy is applicable to a wide range of works with a range of anticipated life spans.
53	Item 12, p.113  APPENDIX 1 – POLICY  The formula	<b>Ninth paragraph</b>  This statement is unreasonable and needs further investigation and negotiation.	The reasons for the cap have been outlined above. If the policy is adopted on the 2 <sup>nd</sup> April this will not be subject to further negotiation.
54	Item 12, p.113  APPENDIX 1 – POLICY  The formula	<b>Tenth paragraph</b>  Yet again another prejudicial statement against the leaseholders with access to little and no monies in favour of the planners and developers that have access to a staggering amount of money.	We remain of the view that the policy that has been submitted is a fair and reasonable one.

		<b>Q.</b> Why are LBB & BH continuing to follow this unfair policy?	
55	Agenda Item 12, p.119 1. RECOMMENDATION 1.1 (i)	The residents had no idea that this amendment was still up for negotiation when it was presented to the RRG committee only.	There was an error on the original plan that was picked up and ratified – this meant that the report needed to be varied and cleared by both the Leader and noted at today's CRC.
56	Agenda Item 12, p.119 2. RELEVANT PREVIOUS DECISIONS 2.1	Could you furnish me with all the... <u>Relevant background papers between July 2005 and July 2013</u> please? <b>And</b> <u>the report to Cabinet Resources Committee, 16 December 2013, item 11.</u>	Please note all reports are published on the council website and are available by the following links  <a href="http://barnet.moderngov.co.uk/uuCoverPage.aspx?bcr=1">http://barnet.moderngov.co.uk/uuCoverPage.aspx?bcr=1</a>  and the papers between July 2005 and July 2013 are in the February 2014 CRC report below  <a href="http://barnet.moderngov.co.uk/documents/s13268/West%20Hendon%20report.pdf">http://barnet.moderngov.co.uk/documents/s13268/West%20Hendon%20report.pdf</a>
57	Agenda Item 12, p.119 2. RELEVANT PREVIOUS DECISIONS 2.2	Can you please furnish me with all relevant documentation appertaining to paragraphs <b>1, 2 &amp; 3</b> as I am unable to make any comments without first being in possession of all said documentation?	The Appropriation of Land Leader delegated powers report can be found below:  <a href="http://barnet.moderngov.co.uk/documents/s13268/West%20Hendon%20report.pdf">http://barnet.moderngov.co.uk/documents/s13268/West%20Hendon%20report.pdf</a>

58	<p>Agenda Item 12, p.119</p> <p>3. CORPORATE PRIORITIES AND POLICY CONSIDERATIONS</p> <p>3.1</p>	<p><b>Q.</b> Can you please be more specific as I do not know what this statement means?</p> <p><b>Q.</b> Can you please be specific about all six bullet points (other five on page 121) i.e?</p> <p><b>Q.</b> Also what impact is having on the West Hendon community now?</p> <p><b>A</b>nd what final impact will it have on the West Hendon Community when the regeneration has been completed?</p>	<p>This statement refers to Council's Corporate Plans/ objectives of what the Council will deliver. The full Councils Corporate Plan 2013 -2016 is below.</p> <p><a href="http://www.barnet.gov.uk/download/downloads/id/1803/corporate_plan_2013">http://www.barnet.gov.uk/download/downloads/id/1803/corporate_plan_2013</a></p> <p>Officers would be happy to help explain/ provide clarification once they have been provided with more specific information about the source of the confusion</p> <p>Officers would be happy to help explain/ provide clarification once they have been provided with more specific information about the source of the confusion.</p> <p>We believe that the Partnership board should be the correct Forum to promote changes taking place at Wet Hendon to the wider community.</p> <p>Regeneration is seen as the most appropriate solution to meeting the housing needs of the current and future residents of the Estate. The comprehensive regeneration of the Estate and surrounding area provides an ideal opportunity to build high quality sustainable homes through private sector investment, thereby creating a vibrant place where residents would want to live, with an associated enhanced retail and commercial offering on the Broadway.</p>
59	<p>Agenda Item 12, p.120</p> <p>3. CORPORATE PRIORITIES AND</p>	<p><b>First paragraph</b></p> <p><b>Q.</b> Can you be more specific about this strategy <u>also supports the Sustainable Community</u></p>	<p>Please find below the link to the Council's Sustainable Community Strategy for Barnet 2010-2020</p> <p><a href="http://www.barnet.gov.uk/downloads/download/751/one_barnet_a">http://www.barnet.gov.uk/downloads/download/751/one_barnet_a</a></p>

	<p>POLICY CONSIDERATIONS 3.2</p>	<p><u>Strategy for Barnet 2010-2020</u> please?</p> <p><b>Q.</b> Can you please be specific about all three bullet points i.e?</p> <p><b>Q.</b> Also what impact is having on the West Hendon community now?</p> <p><b>A</b>nd what final impact will it have on the West Hendon Community when the regeneration has been completed?</p>	<p><a href="#">sustainable community strategy 2010-2020</a></p> <p>Officers would be happy to help explain/ provide clarification once they have been provided with more specific information about the source of the confusion.</p> <p>Officers would be happy to help explain/ provide clarification once they have been provided with more specific information about the source of the confusion.</p> <p>Officers would be happy to help explain/ provide clarification once they have been provided with more specific information about the source of the confusion</p>
60	<p>Agenda Item 12, p.120</p> <p>3. CORPORATE PRIORITIES AND POLICY CONSIDERATIONS 3.3</p>	<p><b>Q.</b> Can you be more specific <u>the regeneration scheme also complies with strategic objectives in the Council's Housing Strategy 2010-2025</u> please?</p> <p><b>Q.</b> Can you please be specific about all three bullet points i.e?</p> <p><b>Q.</b> Also what impact is having on the West Hendon community now?</p>	<p>Regeneration supports the council's housing strategy by increasing the supply of housing in the borough. This will be a range of tenures from affordable housing to market housing in order to meet a range of needs.</p> <p>More information on all these bullet points can be found in the housing strategy document which can be found on the council's website from the following link:</p> <p><a href="http://www.barnet.gov.uk/info/920023/housing_strategy_and_policies/380/housing_strategy_and_policies">http://www.barnet.gov.uk/info/920023/housing_strategy_and_policies/380/housing_strategy_and_policies</a></p> <p>Officers would be happy to help explain/ provide clarification once they have been provided with more specific information about the source of the confusion</p>

		<p><b>A</b>nd what final impact will it have on the West Hendon Community when the regeneration has been completed?</p>	<p>Officers would be happy to help explain/ provide clarification once they have been provided with more specific information about the source of the confusion</p>
61	<p>Agenda Item 12, p.120</p> <p>4. RISK MANAGEMENT ISSUES</p> <p>4.1</p>	<p>Can you please explain this sentence as far as I am aware this bridge is listed and cannot be touched?</p> <p>The same as I understand it goes for the land directly on each side of the bridge?</p>	<p>The inclusion of additional land refers to the pedestrian foot bridge due to be delivered at the end of phase 3C.</p> <p>Yes the bridge is locally listed however the land is registered as Metropolitan open land.</p>
62	<p>Agenda Item 12, p.120</p> <p>5. EQUALITIES AND DIVERSITY ISSUES</p> <p>5.1</p>	<p><b>Q.</b> Can the council please explain how we the residents of West Hendon are supposed to accept this false statement when you doing the complete opposite with the regeneration scheme?</p> <p><b>Q.</b> How is putting two high blocks of flats (one 29 storey and other 26 storey) directly along the water line on <b>YORK MEMORIAL PARK?</b></p>	<p>Your comments have been noted</p> <p>More information on all these bullet points can be found in the housing strategy document which can be found on the council's website.</p> <p>The tallest tower block is 27 storeys. The tower blocks will generate the necessary revenues required to fund and build the new social housing units for Council Tenants and improvements along the public realm and deliver the objectives in 3.3. Please also see 5.3 Urban Design and Character p53 and in particular Tall Buildings p58 of the committee report:</p> <p><a href="http://barnet.moderngov.co.uk/documents/g6708/Public%20report">http://barnet.moderngov.co.uk/documents/g6708/Public%20report</a></p>

		<p><b>LBB has committed the ultimate cardinal sin by deliberately destroying a WAR MEMORIAL just because it is tucked away amongst a Social Housing Estate.</b></p> <p><b>SOCIAL CLENSING at its WORST</b></p> <p><b>YORK MEMORIAL PARK is a WAR MEMORIAL left to REMEMBER all those that LOST their LIVES during the SECOND WORLD WAR</b></p> <p>This is just one very important example close to the community's hearts. There are too many other examples to mention within the</p>	<p><a href="#">s%20pack%2023rd-Jul-2013%2018.30%20Planning%20and%20Environment%20Committee.pdf?T=10</a></p> <p>The tree memorial was preserved as part of the initial phase construction completed last year.</p> <p>Your comments have been noted.</p>
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		short time frame that I have been given.	
63	Agenda Item 12, p.121  5. EQUALITIES AND DIVERSITY ISSUES 5.2	<p><b>Q.</b> I challenge LBB &amp; BH to justify this statement!</p> <p><b>Q.</b> Why are LBB &amp; BH directly discriminating against non-secure council tenants currently residing on the West Hendon Estate?</p> <p><b>Q.</b> Why are LBB &amp; BH directly discriminating against secure council tenants currently residing on the West Hendon Estate?</p> <p><b>Q.</b> Why are LBB &amp; BH directly discriminating against non-secure tenants currently residing on the West Hendon Estate?</p> <p><b>Q.</b> Why are LBB &amp; BH directly discriminating against absent leaseholders on the West Hendon Estate?</p> <p><b>Q.</b> Why are LBB &amp; BH directly discriminating against leaseholders currently residing on</p>	<p>We are not aware of any equality issues and none have been reported to us</p> <p>Barnet Homes are not aware of any equality issues or discrimination and none have been reported to us</p> <p>Secures tenants will be provided with a new home on the estate.</p> <p>Repeat question</p> <p>The Council will act with absentee leaseholders as prescribed by law in the case of the CPO Absentee leaseholders are entitled to 7.5% compensation value of their property</p> <p>The Council will act with leaseholders as prescribed by law in the case of the CPO leaseholders are entitled to 10% compensation value of their property</p>

		<p>the West Hendon Estate?</p> <p><b>Q.</b> Why are LBB &amp; BH directly discriminating against freeholders currently residing on the West Hendon Estate?</p> <p><b>Q.</b> Why are LBB &amp; BH directly discriminating against non-secure tenants currently residing on the West Hendon Estate?</p> <p><b>Q.</b> Why are LBB &amp; BH allowing Metropolitan to directly discriminate against their non-secure tenants currently residing on the West Hendon Estate?</p>	<p>The Council will act with freeholders as prescribed by law in the case of the CPO freeholders are entitled to 10% compensation value of their property</p> <p>Repeat question.</p> <p>We are not aware of any discrimination and non secure tenants are the responsibility of Barnet Homes not Metropolitan.</p>
64	<p>Agenda Item 12, p.121</p> <p>5. EQUALITIES AND DIVERSITY ISSUES</p> <p>5.3</p>	<p><b>A</b>ll the above questions apply to this paragraph?</p>	<p>Your comments have been noted.</p>
65	<p>Agenda Item 12, p.121</p> <p>5. EQUALITIES AND DIVERSITY ISSUES</p> <p>5.4</p>	<p><b>Q.</b> How long are these Guardians expected to occupy these properties?</p> <p><b>Q.</b> How are these Guardians going to be monitored to ensure</p>	<p>This is stated in the report – “to occupy properties until demolition is necessary”.</p> <p>This will be written into the contract.</p>



		they do not cause issues/ problems for resident on the estate/ the estate itself?	
66	Agenda Item 12, p.121  5. EQUALITIES AND DIVERSITY ISSUES  5.5	<b>Q.</b> Can you please furnish me with all relevant documentation appertaining to this paragraph as I am unable to comment without the correct information?	Please see link to Article 8 <a href="http://www.legislation.gov.uk/ukpga/1998/42/schedule/1/part/I/chapter/7">http://www.legislation.gov.uk/ukpga/1998/42/schedule/1/part/I/chapter/7</a>  Please see link to Article 1 <a href="http://www.yourrights.org.uk/yourrights/the-human-rights-act/the-convention-rights/article-1-of-the-first-protocol-protection-of-property.html">http://www.yourrights.org.uk/yourrights/the-human-rights-act/the-convention-rights/article-1-of-the-first-protocol-protection-of-property.html</a>
67	Agenda Item 12, p.121  5. EQUALITIES AND DIVERSITY ISSUES  5.6	<b>Q.</b> Can you furnish me with accurate documentation appertaining to this paragraph please?	Consultation on the regeneration proposals for the Estate has been ongoing with residents and local stakeholders since 2002. The Council selected its preferred development partner in June 2002 following an assessment procedure involving residents and local stakeholders. In November and December of that year the Electoral Ballot Reform Services administered a non-statutory Test of Opinion to determine the level of support amongst residents towards the principle of regenerating the Estate. Of those eligible, 63% voted with 75% in favour.  The Resident Regeneration Group (RRG) has been established for over ten years enabling detailed discussions regarding the regeneration plans to take place. It is facilitated by a Resident Independent Adviser and is open to all residents of the Estate. The RRG is the body through which the Council consults residents on the Estate about the regeneration proposals.

			<p>Between 2003 and 2008 large scale consultation on the design process relating to the 2008 planning application was undertaken. The consultation process included: the circulation of leaflets to residents on the Estate, 5,000 neighbouring residents and the wider local community; an exhibition and community development events; the launch of a website providing information about the regeneration proposals; and drop in sessions for local stakeholders. The RRG and community groups were kept appraised throughout this period.</p> <p>A financial review of the development proposals took place during 2008 – 2010, the RRG received regular updates in order to keep residents of the Estate informed of any changes to, and progress with, the development of the 'Pilot &amp; Lakeside' phases.</p> <p>A full review of the regeneration masterplan commenced in 2010, regular updates were provided to the RRG and public meetings and exhibitions were held to inform the wider community on the changing approach to the regeneration proposals. Engagement on the revised masterplan was carried out in two stages.</p> <p>Stage One was carried out at an early stage of the design process in February / March 2012 and included:</p> <ul style="list-style-type: none"> <li>• Dialogue with the RRG and ward councillors</li> <li>• Distribution of a newsletter to 680 households on the Estates and businesses along the Broadway</li> <li>• A public exhibition and consultation event held</li> </ul>
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			<p>on 27 March 2012, attended by 70 local residents, business owners and community group members.</p> <p>Feedback from the exhibition and consultation event identified that of those attending, the majority were positive about the proposals and the vast majority considered the regeneration of the Estate to be an urgent priority. All of the responses were reported to the RRG in May 2012.</p> <p>Stage Two took place between October and December 2012, and comprised:</p> <ul style="list-style-type: none"> <li>• Meetings with stakeholder groups (Welsh Harp Joint Consultative Committee, West Hendon Ward Members, Leader of the Barnet Labour Group and the RRG)</li> <li>• The distribution of a letter to 5,500 Barnet residents informing them of the status of the regeneration project</li> <li>• An advert in the West Hendon Times on 29 November 2012, inviting the public to an exhibition on the regeneration proposals</li> <li>• A public exhibition held on 5<sup>th</sup> and 8<sup>th</sup> December 2012, setting out full details of the proposals within the planning application for the Scheme</li> <li>• A dedicated helpline and contact email address for all residents (operational during the determination period relating to the planning application for the Scheme).</li> </ul>
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			<p>Following the submission of the planning application to the local planning authority in March 2013, the Developer undertook the following community engagement:</p> <ul style="list-style-type: none"> <li>• Attendance at regular RRG meetings</li> <li>• A presentation of the planning application to the Welsh Harp Joint Consultative Committee</li> <li>• Distribution of a newsletter and survey to leaseholders [and freeholders] within the Estate</li> <li>• Attendance at a residents open meeting</li> <li>• Site visit and presentation for the Welsh Harp Conservation Group</li> <li>• Site visit and presentation for GLA Member for Barnet – Andrew Dismore and the Leader of the Labour Group – Alison Moore</li> </ul> <p>The West Hendon Regeneration Partnership Board (which replaces the RRG) will be formally constituted following the election of members at the AGM. This board will act as a consultative body comprising representatives from residents on the Estate, the Council, the Developer and stakeholders for the purposes of providing feedback on issues related to the redevelopment, regeneration proposals and future management of the Scheme.</p> <p>Over the past 12 months the Council and the Developer have continued to engage with residents of the Estate through:</p> <ul style="list-style-type: none"> <li>• the distribution of newsletters and fliers providing</li> </ul>
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			<p>updates on the regeneration proposals;</p> <ul style="list-style-type: none"> <li>• letters and booklets informing residents of the CPO process;</li> <li>• door knocking exercise undertaken by the Independent Resident Adviser July 2013;</li> <li>• meetings (9 May, 5 &amp; 26 September, 5 &amp; 16 December 2013 and 6 March 2014);</li> <li>• consultation exercises (18, 22 &amp; 25 March 2014).</li> </ul> <p>There has been significant and extensive consultation and engagement with residents, the wider community and relevant stakeholders on the regeneration proposals for the Estate and the Council and Developer are committed to continued public engagement activities.</p>
68	<p>Agenda Item 12, p.121</p> <p>5. EQUALITIES AND DIVERSITY ISSUES</p> <p>5.7</p>	<p>Can you please furnish me with the <u>Environment Statement dated March 2013</u> that <u>was submitted</u>. With the <u>addendum</u> to said document <u>provided in June 2013</u>.</p> <p><b>Q.</b> Can you please explain what the last sentence means?</p>	<p>Please see below the link to the Planning application which included the Environmental Statement</p> <p><a href="http://www.west-hendon.co.uk/">http://www.west-hendon.co.uk/</a></p> <p><i>"The equalities implications will be regularly reviewed and updated during the life of the project with the submission of Reserved Matters planning submissions."</i></p> <p>The planning permission was submitted as a 'Hybrid application'. This means that part (the detailed submission) was submitted in full whilst the majority of the application was in Outline with only the parameters approved. An outline planning application requires that a Reserved Matters planning application, subject to</p>

			<p>public must be submitted before commencement.</p> <p>The application is subject to conditions including conditions 4 and 5 on pages 157-158 of the committee report. Extracts are below.</p> <p>Condition 4</p> <p><i>“The development shall be carried out in accordance with the mitigation measures as set out in Table 19.1 and 19.2 of the Environmental Statement unless justification for the lack of this mitigation and continued compliance with the Environmental Statement is demonstrated to and agreed in writing by the Local Planning Authority.”</i></p> <p>Condition 5</p> <p><i>“Each reserved matters submission should include a statement of compliance against each of the Parameter Plans, the individual sections of the Design Guidelines and the Development Specification. The development shall be implemented in accordance with such details as approved. <b>No variations to the parameter plans shall take place save where the applicant can demonstrate that it is unlikely to give rise to any new or significant environmental effects in comparison with the development as approved and as assessed in the Environmental Statement or the application is accompanied by environmental information the scope of which has previously been agreed with the Local Planning Authority to assess the likely significant effects of the development having regard to the proposed variation.</b>”</i></p> <p>P157 - 158</p>
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			<a href="http://barnet.moderngov.co.uk/documents/g6708/Public%20reports%20pack%2023rd-Jul-2013%2018.30%20Planning%20and%20Environment%20Committee.pdf?T=10">http://barnet.moderngov.co.uk/documents/g6708/Public%20reports%20pack%2023rd-Jul-2013%2018.30%20Planning%20and%20Environment%20Committee.pdf?T=10</a>  Environmental Statement (ES) and addendum can be downloaded below.  <a href="http://www.west-hendon.co.uk/download/">http://www.west-hendon.co.uk/download/</a>
69	Agenda Item 12, p.121  5. EQUALITIES AND DIVERSITY ISSUES  5.8	<b>Q.</b> Can you please explain what this paragraph is supposed to mean?	Equality and diversity issues are dealt with in particular in these chapters.
70	Agenda Item 12, p.121  5. EQUALITIES AND DIVERSITY ISSUES  5.9	<b>Q.</b> Can you explain what this paragraph is supposed to mean please?	The baseline conditions are those in place prior to the development having taken place. The 'status quo'.  Receptors are those things that may be impacted either qualitatively or quantitatively by the development.  Please see the relevant chapters of the ES for further explanation:  <a href="http://www.west-hendon.co.uk/download/">http://www.west-hendon.co.uk/download/</a>
71	Agenda Item 12, p.122  5. EQUALITIES AND DIVERSITY ISSUES  5.10	<b>Q.</b> Can you be more specific about the first sentence please?	Socio Economic Assessment  Receptors: population, economy, housing and social well being (including deprivation and core community infrastructure – education, health and open space provision).

		<p>Q. Can you be specific about the last sentence please?</p>	<p>Health Impact Assessment:</p> <p>Receptors: the physical, social and mental health of current and future residents of the West Hendon estate, and the distribution of the health effects within those residents.</p> <p>Please see p48:</p> <p><a href="http://barnet.moderngov.co.uk/documents/g6708/Public%20reports%20pack%2023rd-Jul-2013%2018.30%20Planning%20and%20Environment%20Committee.pdf?T=10">http://barnet.moderngov.co.uk/documents/g6708/Public%20reports%20pack%2023rd-Jul-2013%2018.30%20Planning%20and%20Environment%20Committee.pdf?T=10</a></p>
72	<p>Agenda Item 12, p.122</p> <p>5. EQUALITIES AND DIVERSITY ISSUES</p> <p>5.11</p>	<p>Q. What was the <u>health impact assessment</u>?</p> <p>Q. When was the assessment done?</p> <p>Q. Who did the assessment?</p> <p>Q. Who was the assessment done on?</p>	<p>Please see Environmental Statement Ch 13 or non technical summary.</p> <p><a href="http://www.west-hendon.co.uk/download/">http://www.west-hendon.co.uk/download/</a></p> <p>ES was completed on 8 March 2013. The date of baseline data assessed varies depending on the most appropriate source available. The addendum was completed in June 2013</p> <p>Halcrow Group Limited</p> <p>Please see Ch 13 of Environmental Statement. Data sourced using ward level baseline information.</p> <p><a href="http://www.west-hendon.co.uk/download/">http://www.west-hendon.co.uk/download/</a></p>



		<p><b>Q.</b> Where was the assessment done?</p> <p><b>Q.</b> What was the result of the assessment?</p>	<p>As above given that the assessment was done on data from the West Hendon area or locality.</p> <p>From ES Non Technical Summary:</p> <p>“The assessment showed that there are likely to be negative health effects for some future residents of the estate, for example, related to the existing poor air quality and noise disturbance during construction and demolition. However, these will be effectively mitigated through the implementation of good site management during construction.</p> <p>The health impact assessment found that there would be uncertain health effects on existing residents that will have their homes demolished as part of the redevelopment, with some people more content with their new accommodation than others. Existing residents who are secure tenants will be re-housed on-site, whereas</p> <p>non-secure tenants will be re-housed elsewhere in the Borough. However, continued communication with residents throughout the redevelopment should help to minimise any negative health outcomes.</p> <p>The redevelopment is expected to have many positive health outcomes. Indoor housing conditions are likely to significantly improve from current conditions and there will be improvements to the communal areas, footpaths and road safety, in particular the removal of the current high traffic use of Perryfield Way. There will</p>
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		<p>also be significant improvements to the quality of recreational and play space and much improved access to nearby recreation areas, such as the Brent Reservoir and West Hendon Playing Fields. A new on-site primary school, nursery and community centre and increased retail provision will help maintain or improve social networks,</p> <p>provide job opportunities and increase the opportunities for walking and cycling.”</p> <p><b>Q.</b> Can you furnish me with the documented details please?</p> <p><b>Q.</b> Are there likely to be any more assessments done? If yes then please apply all the above questions to new/ proposed assessment</p>	<p>Please see Ch13 Environmental Statement:</p> <p><a href="http://www.west-hendon.co.uk/download/">http://www.west-hendon.co.uk/download/</a></p> <p>As previously advised above the future submission of reserved matters will have to accord with identified mitigation measures and will have to demonstrate continued adherence through a statement of compliance. Should a submission for a variation of parameter plans be considered this will have to be considered alongside any subsequent changes to impacts arising which may include Health impacts. In such a case further HIA work may be required.</p> <p>The above questions cannot be applied to a possible future HIA.</p> <p>The application is subject to conditions including conditions 4 and 5 on pages 157-158 of the committee report. Extracts are below.</p>
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			<p>Condition 4</p> <p><i>“The development shall be carried out in accordance with the mitigation measures as set out in Table 19.1 and 19.2 of the Environmental Statement unless justification for the lack of this mitigation and continued compliance with the Environmental Statement is demonstrated to and agreed in writing by the Local Planning Authority.”</i></p> <p>Condition 5</p> <p><i>“Each reserved matters submission should include a statement of compliance against each of the Parameter Plans, the individual sections of the Design Guidelines and the Development Specification. The development shall be implemented in accordance with such details as approved. <b>No variations to the parameter plans shall take place save where the applicant can demonstrate that it is unlikely to give rise to any new or significant environmental effects in comparison with the development as approved and as assessed in the Environmental Statement or the application is accompanied by environmental information the scope of which has previously been agreed with the Local Planning Authority to assess the likely significant effects of the development having regard to the proposed variation.</b>”</i></p> <p>P157 - 158</p> <p><a href="http://barnet.moderngov.co.uk/documents/g6708/Public%20reports%20pack%2023rd-Jul-2013%2018.30%20Planning%20and%20Environment%20Committee">http://barnet.moderngov.co.uk/documents/g6708/Public%20reports%20pack%2023rd-Jul-2013%2018.30%20Planning%20and%20Environment%20Committee</a></p>
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			<a href="#">tee.pdf?T=10</a> ES and addendum can be downloaded below. <a href="http://www.west-hendon.co.uk/download/">http://www.west-hendon.co.uk/download/</a>
73	Agenda Item 12, p.122 5. EQUALITIES AND DIVERSITY ISSUES 5.12	I take great offence to the last statement in this paragraph!!! <b>Q.</b> I demand that the LBB & BH back the statement up with hard and proven documented evidence?	The last statement in paragraph 5.12: <i>“The West Hendon estate is one of the most deprived areas of Barnet and this deprivation has an influence on health.”</i>  The statement above is based upon trends within the baseline data assessed. It represents a supportable conclusion drawn from a social scientific interpretation of the baseline data considered in relation to the estate in its context within the West Hendon Ward. It is not a personal comment upon any individual within the estate or the wider ward.  The ES identifies many forms of deprivation that the existing estate is subject to and also acknowledges some areas where specific aspects of health surpass regional or national averages. The conclusion reached that the West Hendon Estate is one of the most deprived areas of Barnet is considered to be supported by the relevant evidence within the ES. It is widely accepted that social determinants such as housing education financial security and housing are responsible for significant levels of health inequalities.  ES and addendum can be downloaded below for documented evidence.

		<p><b>Q.</b> I also demand a written statement from LLB &amp; BH as to how they come to this very insulting conclusion?</p>	<p><a href="http://www.west-hendon.co.uk/download/">http://www.west-hendon.co.uk/download/</a></p> <p>Officers would be happy to help explain/ provide clarification once they have been provided with more specific information about the source of the confusion.</p>
74	<p>Agenda Item 12, p.122</p> <p>5. EQUALITIES AND DIVERSITY ISSUES</p> <p>5.13</p>	<p><b>Q.</b> I refer you to <b>5.11</b> and request that you furnish me with all associated questions appertaining to this paragraph please?</p>	<p>Please see Chapter 13 of Environmental Statement and subsequent addendum.</p> <p><a href="http://www.west-hendon.co.uk/download/">http://www.west-hendon.co.uk/download/</a></p>
75	<p>Agenda Item 12, p.122</p> <p>5. EQUALITIES AND DIVERSITY ISSUES</p> <p>5.14</p>	<p><b>Q.</b> I refer you to <b>5.11</b> and request that you furnish me with all associated questions appertaining to this paragraph please?</p>	<p>Repeated Question</p>
76	<p>Agenda Item 12, p.122</p> <p>5. EQUALITIES AND DIVERSITY ISSUES</p> <p>5.15</p>	<p>I totally disagree with this entire statement.</p> <p><u>Significant improvement from current conditions including improvements to the communal areas, footpaths and road safety, in particular the removal of the current high traffic use of</u></p>	<p>Comments noted</p>

		<p><u>Perryfield Way.</u>          Could have all been accomplished without any regeneration programme and would have supplied a substantial lot more social (council) housing that could easily have catered for all the current non-secure council, non-council and metropolitan non-secure tenants.</p> <p>The <u>significant improvements to the quality of recreational and play space</u> (which is being significantly reduced in both size and shape of our current <b>YORK MEMORIAL PARK</b> and the predicted density of expected population because of the concrete towers that Barretts and Metropolitan are building on <b>YORK MEMORIAL PARK</b>) <u>and access to nearby recreation areas, such as Brent Reservoir and West Hendon Playing Fields</u> (again access now restricted indefinitely because of the regeneration works), could also have been done years earlier had it not been for the regeneration</p>	<p>Comments noted.</p> <p>The existing open space land is 19,866m2, we currently have planning consent for 26,428m2 and the current proposed scheme has slightly improved this provision with a total area of 28,080m2</p>
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		programme.	
77	Agenda Item 12, p.123 7. LEGAL ISSUES 7.1	<p><b>Q.</b> Can you please furnish me with the documentation mentioned in the first sentence please?</p> <p><b>Q.</b> Was the rights of <b>YORK MEMORIAL PARK</b> acquisitioned in any or all of phases <b>3, 3a, 3b, 3c</b>?</p>	<p>Compulsory purchase is a power that Government gives to local authorities under Section 226(1)(a) of the Town and Country Planning Act 1990. London Borough of Barnet can acquire land for areas that it thinks will facilitate the carrying out of development, redevelopment or improvement. The Government states that compulsory purchase powers are important as a means of assembling land that is likely to contribute to the achievement of any one or more of the following objects:</p> <p>The promotion or improvement of the economic well being of their area. The promotion or improvement of the social well being of their area. The promotion or improvement of the environmental well being of their area.</p> <p>York Park is not a memorial park and the transfer of public open space is included in phase 3, 4 and 5.</p>
78	Agenda Item 12, p.123 7. LEGAL ISSUES 7.2	<p><b>Q.</b> Can you please clarify what is meant by this first sentence?</p> <p><b>Q.</b> Can you please furnish with</p>	<p>The regeneration of West Hendon is important to the Council. We want the regeneration to proceed and it supports the corporate plan and the sustainable community strategy.</p>

		the all the <u>saved policies from the London Borough Barnet UDP 2009, the Adopted Core Strategy 2012 and within the associated Development Plan Documents (DPDs)?</u>	Barnet Council UDP:  <a href="http://www.barnet.gov.uk/info/930058/unitary_development_plan/701/unitary_development_plan">http://www.barnet.gov.uk/info/930058/unitary_development_plan/701/unitary_development_plan</a>
79	Agenda Item 12, p.123  7. LEGAL ISSUES  7.3	<p><u>The estate was constructed in the late 1960s.</u> And would be capable of standing for another 100 years had the LBB continued to service and maintain the estate properly.</p> <p><b>Q.</b> Can you please define all five bullet points below?</p>	<ul style="list-style-type: none"> <li>• poorly defined public and private space; i.e. open spaces partially enclosed by estate blocks but with open access to the public.</li> <li>• lack of orientation within the estate i.e. repetition of building and street typologies providing little to distinguish one area of the estate from another.</li> <li>• no clear connection between the estate and the Broadway and other surrounding streets; i.e. distinct separation of the Broadway from the estate with little visible indication of the town centre or access to it, effect is worsened by the Perryfield Way gyratory.</li> </ul> <p>LBB and Barnet Homes have continued to service and maintain the estate. The main works undertaken since 2002 are as follows;</p> <ul style="list-style-type: none"> <li>• Window replacements to specific Elevations – 2009/10</li> <li>• Installation of integrated reception system to various blocks 2009/10</li> <li>• Lifts – these are subjected to regular inspections and resulting works has been carried out on various occasions</li> <li>• Roof access works –2013</li> <li>• Boiler replacements – Boilers are serviced annually and any requiring replacement receive replacement boilers – on-going</li> </ul>



		<p><b>Q.</b> Bullet point four: Clarity on this statement please? <b>A</b>nd why this has happened?</p> <p><b>Q.</b> Bullet point five: Clarity on this statement please? <b>A</b>nd why this has happened?</p>	<ul style="list-style-type: none"> <li>• Electrical checks and minor works to tenanted properties – 2009-2010 (251 properties)</li> <li>• Replacement of electrical rising mains to Franklin House – 2013</li> <li>• Refurbishment of lifts in Franklin House 2011</li> </ul> <p>Unappealing entrances are due to the 1960's design</p> <p>Poorly maintained internal communal areas is due to a number of factors including antisocial behaviour and graffiti.</p> <p>When West Hendon was constructed it would not have had a lifespan of 150 years associated with it. Since construction legislation has changed as well as building design standards and code levels.</p>
80	<p>Agenda Item 12, p.123</p> <p>7. LEGAL ISSUES</p> <p>7.4</p>	<p>Again I find it incredible that LBB and or BH can make such a broad and false statement when they know that although the new build will be new.</p> <p>The current West Hendon estate residents will be forcibly moved from a green and tranquil environment on the West Hendon Estate.</p>	<p>Kitchen windows and/ or baloneys facing scruffy exhaust pitched brick walls,</p> <ul style="list-style-type: none"> <li>• Layout of proposed development considers outlook as a key aspect of future amenity and the resulting designs reflect this.</li> </ul> <p>With constant heavy traffic noise, abusive language at all times of the day and night,</p> <ul style="list-style-type: none"> <li>• Standards for noise mitigation secured through condition to accord with current guidance and policy.</li> </ul> <p>Sirens screaming up and down the Broadway,</p>

		<p>On to a traffic island that is <b>NOT ON the WEST HENDON ESTATE</b> facing the back of shops (No green surroundings),</p> <p>Kitchen windows and/ or balconies facing scruffy exhaust pitched brick walls,</p> <p>With constant heavy traffic noise, abusive language at all times of the day and night,</p> <p>Sirens screaming up and down the Broadway,</p> <p>Toxic paint and exhaust fumes from the garages,</p> <p>And constant rat, mice, pigeons, flies, fleas and cockroach pest infestation because of the businesses.</p> <p><b>Q.</b> Can you tell me how the above list is better health wise?</p> <p><b>Q.</b> Safety wise?</p>	<ul style="list-style-type: none"> <li>Standards for noise mitigation secured through condition to accord with current guidance and policy.</li> </ul> <p>Toxic paint and exhaust fumes from the garages,</p> <ul style="list-style-type: none"> <li>In-design mitigation includes mechanical ventilation with heat recovery (MVHR) specified for all apartments and the installation of winter balconies where appropriate in order to minimise exposure. Commercial building exhaust vents will be positioned at a high level to minimise air quality impacts to neighbouring dwellings.</li> </ul> <p>And constant rat, mice, pigeons, flies, fleas and cockroach pest infestation because of the businesses.</p> <p>Improvements to the estate including landscaping and management measures will improve the situation in regards to pests. The council's Environmental Health Team should be contacted to report any infestations.</p> <p>Master plan has been considered to accord with "Secure by Design" Principles. This will be a matter for consideration at each</p>
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		<p><b>Q.</b> And stress wise?</p> <p><b>Q.</b> Than staying put in the green and tranquil surroundings that they already enjoy on the West Hendon Estate with Easy, Healthy, Safe and Stress free access to <b>YORK MEMORIAL PARK?</b></p>	<p>subsequent reserved matters application.</p> <p>A level of stress through the disturbance resulting from demolition and construction and the requirement to move is an acknowledged result of the development. This is recognised as an impact within the ES.</p> <p>Comments noted.</p>
81	<p>Agenda Item 12, p.123</p> <p>7. LEGAL ISSUES</p> <p>7.5</p>	<p><b>Q.</b> Can you be more specific please?</p>	<p>We will be acquiring land within the first CPO including new rights due to crane oversail.</p>
82	<p>Agenda Item 12, p.123</p> <p>7. LEGAL ISSUES</p> <p>7.6</p>	<p><b>Q.</b> Can you please furnish me with the relevant documentation appertaining to this paragraph?</p>	<p>Available at this link:  <a href="http://www.legislation.gov.uk/ukpga/1976/57/section/13">http://www.legislation.gov.uk/ukpga/1976/57/section/13</a></p> <p>Please find below the link to Section 13 of the Local Government ( Miscellaneous Provisions) Act 1976</p> <p><a href="http://www.legislation.gov.uk/ukpga/1976/57/section/13">http://www.legislation.gov.uk/ukpga/1976/57/section/13</a></p>

		<p><b>Q.</b> Can you please be more specific about this paragraph?</p> <p><b>Q.</b> Explain the New Rights?</p> <p><b>Q.</b> Explain which lands?</p> <p><b>Q.</b> Where the lands are?</p> <p><b>Q.</b> Which area the lands cover please?</p>	<p>For ease of reference details of the CPO will be available in the Statement of Reasons which will be served on all interest within CPO at deposit location as of next week such as the Hendon Town Hall and Hendon library and served on all interests within the CPO1 boundary.</p> <p>The information is required so that all persons/companies having an interest in either a property, planning or the highway status aspects who may be affected by the proposed regeneration, can be formally notified of the proposals at the appropriate time.</p> <p>A CPO map will be published and sent to each person with an interest in the land and be on deposit at Hendon Town Hall and Hendon library</p> <p>A CPO map will be published and sent to each person with an interest in the land and be on deposit at Hendon Town Hall and Hendon library</p> <p>A CPO map will be published and sent to each person with an interest in the land and be on deposit at Hendon Town Hall and Hendon library</p>
83	<p>Agenda Item 12, p.124</p> <p>7. LEGAL ISSUES</p> <p>7.7</p>	<p><b>Q.</b> Can you explain this whole paragraph in more specific detail please?</p>	<p>In making a Compulsory Purchase Order the Council (as an acquiring authority) is required to use the most specific statutory power for the relevant purpose. The relevant purpose here is the regeneration of West Hendon i.e. development hence the use of the statutory powers under the Town and Country Planning Act 1990. The most specific statutory power for compulsory the acquisition of new rights is set out in Section 13 of the Local</p>



		they decided that they cannot reach each and every cebs they have referred to please?	they have been provided with more specific information about the source of the confusion
86	<p>Agenda Item 12, p.124</p> <p>7. LEGAL ISSUES</p> <p>7.9</p> <p>Fourth sentence in</p>	<p>Yet again I have to totally disagree with this statement referring back to <b>7.4</b> all the LBB are doing is demolishing one of the best estates in London if not the country, destroying the present community, decimating the current green and tranquil surroundings, <b>DECICRATING a WAR MEMORIAL</b> by building on <b>YORK MEMORIAL PARK</b> and building a modernised SLUM.</p> <p>This raises even more question such as;</p> <p>(a) What are the youngsters supposed to do with themselves in the Partnerships concrete metropolises?</p> <p>(b) What job opportunities?</p>	<p>The existing open space land is 19,866m2, we currently have planning consent for 26,428m2 and the current proposed scheme has slightly improved this provision with a total area of 28,080m2</p> <p>York Park will be re provided with new equipment for younger and older children along with recreational grounds across the Welsh Harp</p> <p>Please see 5.10 Children's Play Space (page 82)</p> <p><a href="http://barnet.moderngov.co.uk/documents/g6708/Public%20reports%20pack%2023rd-Jul-2013%2018.30%20Planning%20and%20Environment%20Committee.pdf?T=10">http://barnet.moderngov.co.uk/documents/g6708/Public%20reports%20pack%2023rd-Jul-2013%2018.30%20Planning%20and%20Environment%20Committee.pdf?T=10</a></p> <p>There will be apprenticeships including construction, new commercial premises, community buildings and a school all of which will create jobs.</p>

		<p>(c) What training?</p> <p>Training to be Maids and Butlers so they can get low paid menial service jobs with no pension or job security serving the rich and often absent Penthouse Owners of the new to be West Hendon Metropolises.</p> <p>Perhaps they could train to be gardeners' and look after the green postage stamps that they all end up with.</p> <p>The updated housing stock (not community friendly) will mostly be private and out of reach of the current average West Hendon Resident.</p> <p>I suppose I could always open an abseiling and paragliding shop with a fracture clinic attached?</p>	<p>As per S106 agreement 'Schedule E'</p> <ul style="list-style-type: none"> <li>i. The applicant shall pay a contribution of £519,090 (index-linked) towards the delivery of skills training enterprise and Employment opportunities in connection with the development including the funding of the Skills Development Co-ordinator.</li> <li>ii. The applicant shall provide a forecast of employment and skills requirements generated in association with the development 3 months prior to the commencement of each phase.</li> <li>iii. The developer shall provide the council or its designate contractor with details of employment or job opportunities arising from the development at least 10 working days prior to such vacancies or job opportunities being offered outside of the London Borough of Barnet.</li> </ul>
87	<p>Agenda Item 12, p.124</p> <p>7. LEGAL ISSUES</p> <p>7.10</p>	<p><b>Q.</b> Can you please furnish me with all the relevant documentation appertaining to this paragraph?</p>	<p>The Barnet Core Strategy, saved policies from the London Borough of Barnet UDP 2009 and development management policies can be located on the council's website at:</p> <p><a href="http://www.barnet.gov.uk/info/856/local_plan/695/local_development_framework">http://www.barnet.gov.uk/info/856/local_plan/695/local_development_framework</a>.</p>

			<p>The London Plan is a Greater London Authority document and can be located here:</p> <p><a href="http://www.barnet.gov.uk/info/856/local_plan/695/local_development_framework#">http://www.barnet.gov.uk/info/856/local_plan/695/local_development_framework#</a></p> <p>The NPPF is the National Planning Policy Framework and can be found here:</p> <p><a href="https://www.gov.uk/government/publications/national-planning-policy-framework--2">https://www.gov.uk/government/publications/national-planning-policy-framework--2</a></p>
88	<p>Agenda Item 12, p.124</p> <p>7. LEGAL ISSUES</p> <p>7.11</p>	<p><b>Q.</b> Can you please be more specific on all ten bullet points as I understand that some have now been shelved?</p>	<p>None of these items have been shelved.</p>
89	<p>Agenda Item 12, p.125</p> <p>7. LEGAL ISSUES</p> <p>7.12</p>	<p><u>At present properties within the Estate fail to meet Decent Homes Standard.</u></p> <p>If the council had invested in the West Hendon Estate when they were asked to instead of trying to privatise the estate the estate would have met the Decent Homes Standard and all building works would have been completed years previous.</p>	<p>Comments noted.</p>



		<p>Leaseholders would not now be facing massive costs for new works that should have been completed over a decade ago.</p> <p>Tenants and Leaseholders alike would not still be facing horrendous Health and Safety Issues as a direct result of the council cutting back on maintenance programme on the estate.</p> <p>A third of the resident community on the West Hendon would not be now facing insecurity by LBB &amp; BH.</p> <p>The whole of the West Hendon Estate Community could have been carrying on with their lives instead of still having them put on hold, many into the next decade.</p>	
90	<p>Agenda Item 12, p.125</p> <p>7. LEGAL ISSUES</p> <p>7.13</p>	<p><b>Q.</b> Can you explain this paragraph in more detail please?</p>	<p>Public Authorities are required to act / made decisions in accordance with the Human Rights Act 1998 i.e. demonstrate that they have considered human rights implications (if any).</p>

		<p><b>Q.</b> Can you please furnish me with the relevant documentation appertaining to this paragraph?</p> <p><b>Q.</b> This is to include;</p> <p><b>Q.</b> Article 1</p> <p><b>Q.</b> Article 8</p>	<p>Article 8</p> <p><a href="http://www.legislation.gov.uk/ukpga/1998/42/schedule/1/part/I/cha/pter/7">http://www.legislation.gov.uk/ukpga/1998/42/schedule/1/part/I/cha/pter/7</a></p> <p>Article 1</p> <p><a href="http://www.yourrights.org.uk/yourrights/the-human-rights-act/the-convention-rights/article-1-of-the-first-protocol-protection-of-property.html">http://www.yourrights.org.uk/yourrights/the-human-rights-act/the-convention-rights/article-1-of-the-first-protocol-protection-of-property.html</a></p>
91	<p>Agenda Item 12, p.125</p> <p>7. LEGAL ISSUES</p> <p>7.15</p>	<p><b>Q.</b> Can you please furnish me with a copy of <u>Article 6: right to a fair hearing</u>?</p>	<p>Article 6:</p> <p><a href="http://www.legislation.gov.uk/ukpga/1998/42/schedule/1/part/I/cha/pter/5">http://www.legislation.gov.uk/ukpga/1998/42/schedule/1/part/I/cha/pter/5</a></p>
92	<p>Agenda Item 12, p.125</p> <p>8. CONSTITUTIONAL POWERS</p> <p>8.1</p>	<p><b>Q.</b> Can you please furnish me with a copy of the constitution appertaining to this paragraph?</p>	<p>A copy of the Council's Constitution can be accessed on the Council's website at this link:</p> <p><a href="http://barnet.moderngov.co.uk/ecCatDisplay.aspx?sch=doc&amp;cat=13324&amp;path=0">http://barnet.moderngov.co.uk/ecCatDisplay.aspx?sch=doc&amp;cat=13324&amp;path=0</a> "</p>
93	<p>Agenda Item 12, p.125</p> <p>9. BACKGROUND INFORMATION</p> <p>9.1</p>	<p><b>Q.</b> Where can I get sight of this meeting in 16 December 2013 please?</p>	<p>December 2013 CRC report:</p> <p><a href="http://barnet.moderngov.co.uk/documents/s12100/West%20Hendon%20Regeneration%20Project.pdf">http://barnet.moderngov.co.uk/documents/s12100/West%20Hendon%20Regeneration%20Project.pdf</a></p>

94	Agenda Item 12, p.126  9. BACKGROUND INFORMATION 9.2	<b>Q.</b> Can you furnish me with a copy of this drawing spec please?	This has not been published yet.
95	Agenda Item 12, p.126  10. LIST OF BACKGROUND PAPERS	<b>Q.</b> What do the initials JH stand for? <b>Q.</b> What do the initials AK stand for?	These are the initials of the clearing officers for Finance (John Hooton) and Legal (Abiodun Kolawole)

## Appendix A

The regeneration programmes are detailed in the table below:

Scheme	Original no. of social housing units	No. of social rent when regeneration is complete	Affordable rent	Low cost home ownership	Total affordable	Total market sale
West Hendon	680	219	n/a	287	506	1,494
Grahame Park/Colindale	1800	1,042	38	100	1,180	2,000
Dollis Valley	628	230	n/a	20	250	616
Stonegrove/Spur Road	603	328	n/a	151	479	520
Brent Cross/Cricklewood	217	1,350	n/a	900	3,600	5,250
Granville Road	There will be approximately 149 additional homes 30% of which will be shared ownership.					
Mill Hill East	This was a former army barracks which will provide up to 314 affordable homes.					