### ACTION TAKEN UNDER DELEGATED POWERS BY OFFICER IN CONSULTATION WITH CABINET MEMBER(S) (EXECUTIVE FUNCTION)

<table>
<thead>
<tr>
<th>Subject</th>
<th>Recycling Transfer Facility adjacent to Mill Hill Depot, Bittacy Hill, Mill Hill, NW7</th>
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</thead>
<tbody>
<tr>
<td>Officer taking decision</td>
<td>Director of Economic and Community Development</td>
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<tr>
<td>Cabinet Member(s)</td>
<td>Cabinet Member for Resources, Cabinet Member for Performance, Partnership and Best Value.</td>
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<tr>
<td>Date of decision</td>
<td>18 April 2005</td>
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<tr>
<th>Summary</th>
<th>To report the grant of a lease to ECT Recycling Ltd, the contractor, for the recycling transfer facility adjacent to Mill Hill Depot, Bittacy Hill, Mill Hill, NW7 in order to undertake the London Borough of Brent recycling contract</th>
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<tbody>
<tr>
<td>Officer Contributors</td>
<td>Rob Colville, Valuer</td>
</tr>
<tr>
<td>Status (public or exempt)</td>
<td>Public – with a separate exempt report</td>
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<td>Wards affected</td>
<td>Mill Hill Ward</td>
</tr>
<tr>
<td>Enclosures</td>
<td>Plan of site</td>
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<tr>
<td>Reason for exemption from call-in (if appropriate)</td>
<td>N/a</td>
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Serial No. VAL/DP/21/05
1. RELEVANT PREVIOUS DECISIONS
1.1 Cabinet – 16th July 2001 – Decision to accept ECT Recycling Ltd as the Council’s preferred contractor to co-ordinate domestic recycling within the London Borough of Barnet.

2. CORPORATE PRIORITIES AND POLICY CONSIDERATIONS
2.1 The Corporate Plan commits the Council to “plan and manage land use and development in Barnet to enhance quality of life and provide tangible benefits for the community”. The proposal in this report will do this by ensuring the Council receives an annual rent in return for the increased use of the site.

3. RISK MANAGEMENT ISSUES
3.1 The lease will be for a term of three years, with a break option after the first year upon giving the lessee six months notice of the Council’s intentions. The future use of the Mill Hill Depot site will not be detrimentally affected.
3.2 The increased output of the site may result in an increased volume of litter being spread from the site. ECT does however have an established litter collection programme in place, and the Council has not received complaints as a result of the existing operation of the site as a recycling transfer facility.
3.3 I have considered whether the issues involved are likely to raise significant levels of public concern or give rise to policy considerations. I do not consider that the issues will raise significant levels of public concern.

4. FINANCIAL, STAFFING, ICT AND PROPERTY IMPLICATIONS
4.1 The rent reserved under the new lease (as set out in the exempt report) shall be payable in advance by way of four equal payments on the first occurring quarter days.
4.2 There are no ICT or staffing issues. The property implications are set out below.

5. LEGAL ISSUES
5.1 None

6. CONSTITUTIONAL POWERS
6.1 The Constitutional Power is the delegated power of the Director of Economic and Community Development under the scheme of delegation approved pursuant to the provisions of the constitution.

7. BACKGROUND INFORMATION
7.1 ECT Recycling Ltd was appointed as the Council’s preferred recycling contractor in 2001 following a tender for the works contract. Under the terms of the contract, ECT was to be provided with a suitable facility at which the sorting of recycled material could take place. The section of the Mill Hill Depot site marked on the enclosed drawing was that designated for this use. A term of seven years from 2001 to 2008, with an option of a
three year extension to 2011, was granted. The rent for the site was also included within the works contract.

7.2 ECT Recycling have recently won the additional works contract for the London Borough of Brent between 2004 and 2007, and wish to base their operation for the associated works at their existing site adjoining Mill Hill Depot. The proposal would not require the fitting of any further recycling equipment or an increased area for storage and sorting; the sole impact will be an increased volume of materials and heavy vehicles operating from the site.

7.3 In consultation with the General Manager of ECT Recycling, the following lease terms have been agreed with ECT:

i. The lease will be for a term of 3 years for the section of the Mill Hill Depot site outlined on the attached plan (being the same area included in the original works contract). The Council may break the term of the lease after the first year giving a notice period of 6 months.

ii. The lease will be contracted out of sections 24-28 of the Landlord & Tenant Act 1954 and will commence from the date of the agreement.

iii. The lessee may use the site only as a recycling depot and only between the hours specified in clause xiii. The office space will be for office use only. The lessee’s use of the demise must at all times comply with all lawful Environmental Health requirements.

iii. The rental figure (as outlined in the exempt report) will remain the same throughout the term and will not be reviewed.

iv. All services to the site are independently metered. The payment of all periodic utility bills and the maintenance of all service supplies are the sole responsibility of the lessee.

v. The lessee will be responsible for maintaining the demise in a reasonable state of repair and decorative order. The lessee will be responsible for all reasonable and necessary repairs, and all works undertaken must be of a proper quality and done within a reasonable time. The lessee has an obligation not to do damage to any aspect of the depot site other than fair wear and tear.

vi. The lessee must not assign, underlet, charge, part with possession or otherwise dispose of the premises or any part of the premises.

vii. The lessee may not make any alterations or additions whatsoever to the site or premises.

viii. The lessee will insure the depot site. The lessee will insure for public liability and all other aspects of the business as are reasonably appropriate.

ix. The lessee will indemnify the lessor and keep the lessor indemnified against all reasonably and properly incurred losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this agreement or any breach of any of the lessee’s obligations in this agreement.
x. The lessee will deliver up vacant possession on the expiration or the sooner determination of the term.

xi. The lessor may terminate the lease in the event that the terms of the lease or the recycling works contract are not met.

xii. The lessee will pay the Council’s reasonable fees and legal costs.

xiii. The lessee may use the site and offices between the hours of 6 a.m. and 6 p.m. Monday to Friday inclusive and between the hours of 6 a.m. and 4 p.m. on a Saturday. The lessee may not access the site on Sundays or bank holidays, except in the case of emergency.

xiv. The lessee may not cause any nuisance or annoyance to the lessor or to any adjoining owners or occupiers.

xv. Access to the demise must only be via the Frith Lane site entrance only. Access to the remainder of the depot site is not permitted except where the lessee’s works vehicles are to be transported to the Council workshops for the undertaking of maintenance works. The lessee may access the demised area at any time in the event of an emergency.

xvi. The lessee will take all reasonable measures to ensure that the site is kept secure at all times.

xvii. The lease will include such other terms as the Legal Department considers appropriate.

8. LIST OF BACKGROUND PAPERS

8.1 None

9. CONSULTATION WITH CABINET MEMBER(S)

9.1 The Cabinet Member for Resources and the Cabinet Member for Performance, Partnerships and Best Practice has been consulted and agreed the action taken.

10. OFFICER’S DECISION

I authorise the following action

10.1 That ECT Limited be granted a lease of land at Mill Hill Depot upon the basis of the terms set out in this and the exempt report and that the Legal Department prepare the necessary documentation.

Signed

Dave Stephens  
Chief Valuer & Development Manager  
For Director of Economic & Community Development

Date 18 April 2005
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