

Chief Officer List of Decisions: 1 Jan 2021 – 31 Mar 2021

Deputy Chief Executive – Cath Shaw

TITLE / DECISION	DATE OF DECISION	DECISION TAKER	REASON
Good Impressions - Design and Creative Services Contract Extension	8.1.2020	Cath Shaw	Actioning the optional 12-month extension to the three-year contract the council holds with Good Impressions Limited to deliver all corporate design and creative services for council service area requirements.
BXC CPO3 - 106 Brent Terrace Subletting	11.1.2020	Cath Shaw	To approve Grant of Landlords consent to amend the head of terms of the lease to Clockwork Removals Ltd, 106 Brent Terrace, NW2 to permit a once and for all subletting on a contracted-out lease to the four current licensees.
Brent Cross Cricklewood – Appointment of Mace for CSM	12.1.2020	Cath Shaw	Confirms that the responsibility for undertaking the management of Common Safety Methods (CSM) process on the Brent Cross West (BXW) project is to be instructed to the Mace BXW Delivery Team under the existing contract.
Creation of new roles in the strategy & community engagement team	12.1.2020	Cath Shaw	Decision to approve the creation of new posts (x2) in the strategy & community engagement team.
Creation of new roles in the strategy & community engagement team	12.1.2020	Cath Shaw	Decision to approve the creation of new posts x1 in the strategy & community engagement team.
Community Innovations Funding Manager	12.1.2020	Cath Shaw	Decision to approve the creation of a new post - Community Innovations Funding Manager - in the strategy & community engagement team.

Appointment of two new staff member to the Growth Team: 2 x Town Centres Senior Project Officer (Grade J)	13.1.2021	Cath Shaw	To appoint two new staff members to this new post, supporting delivery of key town centre activities in the borough
BXC CPO3 - Unit 1 106 Brent Terrace Subletting	13.1.2021	Cath Shaw	To approve a formal variation to the existing lease of Unit 1, 106 Brent Terrace dated 12 May 2015 made between (1) Solum Group Holdings GP Limited and Solum Group Holdings Nominee Limited and (2) Clockwork Removals Limited, such variation to be effected by a Deed of Variation between (1) the Council and (2) Clockwork Removals Limited, the Council being the successor of title to Solum Group and, therefore, the current freeholder, to permit a once and for all subletting on a contracted out lease to the four current licensees.
Rent Relief Policy - addendum	14.1.21	Melanie Chiknagi	<p>A Rent Relief Policy, to be implemented for the period 4th November to 3rd December 2020, was formally approved by DPR on 18th December. The Government has since put in place restrictions on London to a level referred to as Tier 4, which will result in non-essential retail and other traders being unable to open their premises to the general public.</p> <p>It is therefore decided to extend the terms of the Rent Relief Policy to cover the period of time that these restrictions are in place from 20th December 2020 up to and until 20th January 2021.</p> <p>The maximum financial implications (loss of income) to LBB expected to result from this decision are set out below.</p> <p>From tenants likely to be closed or suffer reduced turnover</p> <ul style="list-style-type: none"> • Retail £45,962 • Community (i.e. D1 users such as a nursery) £12,890 • Sports and leisure £66,369 • Other private organisations £24,950

			<ul style="list-style-type: none"> • Charities – not assessed <p>Total: £151,171</p> <p>Additional financial implications are not expected.</p>
West Hendon CPO3 – 179 Marsh Drive Compensation following Vesting	19.1.21	Cath Shaw	Authorise payment of compensation for the leasehold interest and rights in respect of 179 Marsh Drive being the sum of £244,973.27 which includes all heads of statutory compensation.
Deed of easement at the following location: Laneway, Chandos Avenue, Friern Barnet	19.1.21	Melanie Chiknagi	<p>The London Borough of Barnet will grant a deed of easement to Eclipse Power Networks Ltd for a nominal fee of £1-00 at Laneway, Chandos Avenue, Friern Barnet.</p> <p>The easement will facilitate the installation and ongoing maintenance of underground electric lines by UKPN. This has been drafted and agreed in principle by both parties.</p> <p>These works are part of the pupil referral unit redevelopment at Pavilion Study Centre, Whetstone. The utilities will service the new main school building, as well as the temporary facility being used by the school from March 2021.</p>
Cricklewood Station House Feasibility Procurement	Cath Shaw	22.1.21	Request for authority to appoint Turner Works for sum of £43,425.00 to undertake a feasibility study for Cricklewood Station House to determine the viability of creating a new community workspace hub.
4a Chesterfield Parade, EN5 2RD	Melanie Chiknagi	24.1.21	<p>The Council to agree the grant of a lease of the shop premises at 4a Chesterfield Parade to Metin Sus on the terms set out below.</p> <p>Key terms of the new lease will be::</p> <ul style="list-style-type: none"> • Tenant: Metin Sus • Rent: £12,000 per annum

			<ul style="list-style-type: none"> • Rent Review: Every 5 years. Open Market rent review. • Rent Deposit: One quarters rent (£3,000) • Incentive: 6 Months’ rent-free period. • Term: 25 years. Contracted outside the Security of Tenure provisions contained in the Landlord and Tenant Act 1954 part II • Break: Mutual break at fifth, tenth, fifteenth and twentieth anniversary, 6 months’ notice for break clauses. • Costs: Tenant to bear landlords costs in this matter. • Use: E (a) • Repairs: Internal repairing and insuring lease with an obligation to pay a fair contribution towards the repair and maintenance of the structure and common parts through a service charge (further details below). • Insurance: Council to insure and recharge tenant. • Alienation: Tenant cannot assign or sublet the demise without Landlord consent. Also, the tenant cannot sublet part only of the premises. • Statutory compliance: Standard clauses on compliance
West Hendon CPO3 – Marsh Drive Possession Proceedings	Cath Shaw	25.1.21	Deputy Chief Executive authorises the issue and service of any Warrants to obtain possession of number 5,6,14,25,49,53,56,58,63,83,113,133,166,167,181,185 and 231 Marsh Drive, West Hendon

<p>Authorisation to Lease Room 1.7 at 2 Bristol Avenue, Colindale NW9 4EW to the National Education Union</p>	<p>Melanie Chiknagi</p>	<p>25.1.21</p>	<p>The Council is to agree to consent to the letting of the above office to NEU as per the principle terms set out below.</p> <p>Landlord Mayor and Burgesses of the London Borough of Barnet</p> <p>Tenant National Education Union (please confirm the exact name of the tenant) Demise Room 1.7 at 2 Bristol Avenue, NW9. The room comprises some 82 sq ft of accommodation</p> <p>Term 5 years, contracted outside the security of tenure provisions of the Landlord and Tenant Act 1954.</p> <p>Break options There shall be a mutual rolling break option to terminate the lease at any time on 6 months' notice</p> <p>Base Rent £2,670 p.a. based upon £32.50 per sq ft</p> <p>Stepped rent The annual rents shall be: Year 1 £0.00 Year 2 £0.00 Year 3 £890.00 Year 4 £1780.00 Year 5 onwards £2,670.00</p> <p>Service Charge £1,550.00 p.a. based upon £18.84 per sq ft, increasing annually in line with RPI</p> <p>Repairs and alterations</p>
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			<p>The tenant shall be responsible for keeping the demise in good order, clean and in good decoration. The Council shall be responsible for keeping the property in good repair.</p> <p>There shall be an absolute bar on external alterations. Interior alterations shall be subject to the Landlord's consent, not to be unreasonably withheld or delayed.</p> <p>Alienation There shall be an absolute bar on subletting, assigning and / or sharing occupation of either whole or part of the premises.</p>
<p>Authorisation to Lease Room 1.6 at 2 Bristol Avenue, Colindale NW9 4EW to the GMB</p>	<p>Melanie Chiknagi</p>	<p>25.1.21</p>	<p>The Council is to agree to consent to the letting of the above office to NEU as per the principle terms set out below.</p> <p>Landlord Mayor and Burgesses of the London Borough of Barnet</p> <p>Tenant GMB</p> <p>Demise Room 1.6 at 2 Bristol Avenue, NW9. The room comprises some 81 sq ft of accommodation</p> <p>Term 5 years, contracted outside the security of tenure provisions of the Landlord and Tenant Act 1954.</p> <p>Break options There shall be a mutual rolling break option to terminate the lease at any time on 6 months' notice</p> <p>Base Rent £2,635.00 p.a. based upon £32.50 per sq ft</p>

			<p>Stepped rent The annual rents shall be: Year 1 £0.00 Year 2 £0.00 Year 3 £880.00 Year 4 £1,760.00 Year 5 onwards £2,635.00 Service Charge £1,525.00 p.a. based upon £18.84 per sq ft, increasing annually in line with RPI</p> <p>Repairs and alterations The tenant shall be responsible for keeping the demise in good order, clean and in good decoration. The Council shall be responsible for keeping the property in good repair. There shall be an absolute bar on external alterations. Interior alterations shall be subject to the Landlord's consent, not to be unreasonably withheld or delayed.</p> <p>Alienation There shall be an absolute bar on subletting, assigning and / or sharing occupation of either whole or part of the premises.</p>
Grahame Park – Authority to Execute Architect Collateral Warranty	Cath Shaw	26.1.21	To approve the collateral warranty for architectural services between Choices for Grahame Park, Patel Taylor and Barnet Council for the Development at Grahame Park Stage B Plots A-Q.

<p>Planning Performance Agreement –</p> <p>Victoria Quarter, Albert Road, New Barnet, London, EN4 9SH</p>	Cath Shaw	27.1.21	<p>This COD seeks authority to enter into a PPA in respect of the proposed development at the site known as ‘Victoria Quarter’. The proposal involves the redevelopment of the site to provide a residential led development.</p> <p>The PPA will provide a framework for pre-application and post submission discussions between the LPA and landowner in relation to the proposed development.</p>
<p>9 Bell Lane, Hendon, NW4 2BP. Lease Renewal</p>	Melanie Chiknagi	2.2.21	<p>To approve the renewal of the lease at 9 Bell Lane occupied by Hertsmere Valley Care Services.</p> <p>The new lease will be for five years from 1st April 2021 at a rent of £12,000 p.a.</p> <p>The terms will mirror those of the previous lease, which was protected by the provisions of the Landlord & Tenant Act 1954, except for the rent which, until now, has been £9,000 p.a.</p>
<p>BXC - Plots 53 and 54 – Contract and Licence for Vegetation Clearance & Installation of Pathway</p>	Cath Shaw	10.2.21	<p>To authorise entering into contract with Bush Wheeler Services Ltd and Conway AECOM to undertake works in connection with Plots 53 and 54, and to authorise signing of the relevant licence to allow the works to be undertaken.</p>
<p>Phase 3 Dollis Valley EN5 2TS – Lease of land for substation site (GRP Kiosk) and Easements</p>	Cath Shaw	10.2.21	<p>Authority to approve terms and enter into a Lease of land for a Substation at Phase 3 Dollis Valley EN5 2TS and the grant of Easements with the tenant Eastern Power Networks PLC and the grantor Countryside Properties (UK) Limited.</p>
<p>Consent for a Lease renewal, 172 Cricklewood NW2 2DX</p>	Melanie Chiknagi	10.2.21	<p>A lease renewal of the Property and Land 172 Cricklewood Lane to Al Anwar.</p> <p>The terms are as follows: Rent: £11,800 P.A (a rise of 3.5%.) Rent Free: 6 Months Rent Free</p>

			<p>Term: 10 Year (01/04/2021-31/03/2031)</p> <p>Break: Third anniversary of the Term mutual break clause with 6 months' notice.</p> <p>Rent Review: 01/04/2026</p> <p>Repair: FRI</p> <p>Inside The Act: Yes</p> <p>Use: F2 Formerly A1</p> <p>Alienation / Assignment: The Tenant shall not assign the whole lease without the consent of the Landlord, such consent not to be unreasonably withheld. The tenant shall not assign part only of this lease.</p> <p>Underlet: The Tenant Shall not underlet the whole or part only of the Property.</p> <p>Alteration: Except in accordance to signs, the tenant shall not make any external or structural alterations or additions to the Property and shall not make any opening in any boundary of the Property.</p>
<p>Authorisation to Lease Room 1.9 at 2 Bristol Avenue, Colindale NW9 4EW to Unison</p>	<p>Melanie Chiknagi</p>	<p>10.2.21</p>	<p>The Council is to agree to consent to the letting of the above office to NEU as per the principle terms set out below.</p> <p>Landlord Mayor and Burgesses of the London Borough of Barnet</p> <p>Tenant Unison</p> <p>Demise Room 1.9 at 2 Bristol Avenue, NW9. The room comprises some 140 sq ft of accommodation</p> <p>Term 5 years, contracted outside the security of tenure provisions of the Landlord and Tenant Act 1954.</p> <p>The initial occupation by the Tenant shall be documented by way of a tenancy at will, such agreement to be terminated once the lease is ready to complete.</p>

		<p>The term and rent-free period of the lease shall be adjusted to reflect the length of the tenancy at will.</p> <p>Break options There shall be a mutual rolling break option to terminate the lease at any time on 6 months' notice</p> <p>Base Rent £4,560.00 p.a. based upon £32.50 per sq ft</p> <p>Stepped rent The annual rents shall be: Year 1 £0.00 Year 2 £0.00 Year 3 £1,520.00 Year 4 £3,040.00 Year 5 onwards £4,560.00</p> <p>Service Charge £2,645.00 p.a. based upon £18.84 per sq ft, increasing annually in line with RPI</p> <p>Repairs and alterations The tenant shall be responsible for keeping the demise in good order, clean and in good decoration. The Council shall be responsible for keeping the property in good repair.</p> <p>There shall be an absolute bar on external alterations. Interior alterations shall be subject to the Landlord's consent, not to be unreasonably withheld or delayed.</p> <p>Alienation There shall be an absolute bar on subletting, assigning and / or sharing occupation of either whole or part of the premises.</p>
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<p>Planning Performance Agreement – Watch Tower House / Kingdom Hall, The Ridgeway, London, NW7 1RN</p>	<p>Cath Shaw</p>	<p>11.2.21</p>	<p>This COD seeks authority to enter into a PPA in respect of the proposed development at the site known as ‘Watch Tower House / Kingdom Hall Site, The Ridgeway, London, NW7 1RN’. The proposal involves the redevelopment of the site to provide a residential development for Specialist Older Persons Housing.</p> <p>The PPA will provide a framework for pre-application and post submission discussions between the LPA and landowner in relation to the proposed development.</p>
<p>Rent Review David Lloyds Gym Summers Lane N12</p>	<p>Melanie Chiknagi</p>	<p>11.2.21</p>	<p>To agree a new rent of £70,170 resulting from a 2019 RPI rent review.</p> <p>The rent will increase from £62,100 to £70,170 which reflects a rental increase of £8,070.</p>
<p>Planning Performance Agreement – Watch Tower House / Kingdom Hall, The Ridgeway, London, NW7 1RN</p>	<p>Cath Shaw</p>	<p>12.2.21</p>	<p>This COD seeks authority to enter into a PPA in respect of the proposed development at the site known as ‘Watch Tower House / Kingdom Hall Site, The Ridgeway, London, NW7 1RN’. The proposal involves the redevelopment of the site to provide a residential development for Specialist Older Persons Housing.</p> <p>The PPA will provide a framework for pre-application and post submission discussions between the LPA and landowner in relation to the proposed development.</p>
<p>Appointment of two new staff member to the Growth Team: 2 x Town Centres Senior Project Officer (Grade J)</p>	<p>Cath Shaw</p>	<p>12.2.21</p>	<p>To appoint two new staff members to this new post, supporting delivery of key town centre activities in the borough.</p>

<p>Authorisation to Lease Room 1.6 at 2 Bristol Avenue, Colindale NW9 4EW to the GMB</p>	<p>Melanie Chiknagi</p>	<p>12.2.21</p>	<p>Author of the COD The Council is to agree to consent to the letting of the above office to NEU as per the principle terms set out below. Landlord Mayor and Burgesses of the London Borough of Barnet Tenant GMB Demise Room 1.6 at 2 Bristol Avenue, NW9. The room comprises some 81 sq ft of accommodation Term 5 years, contracted outside the security of tenure provisions of the Landlord and Tenant Act 1954. The initial occupation by the Tenant shall be documented by way of a tenancy at will, such agreement to be terminated once the lease is ready to complete. The term and rent free period of the lease shall be adjusted to reflect the length of the tenancy at will. Break options There shall be a mutual rolling break option to terminate the lease at any time on 6 months' notice Base Rent £2,635.00 p.a. based upon £32.50 per sq ft Stepped rent The annual rents shall be: Year 1 £0.00 Year 2 £0.00 Year 3 £880.00 Year 4 £1,760.00 Year 5 onwards £2,635.00</p>
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			<p>Service Charge £1,525.00 p.a. based upon £18.84 per sq ft, increasing annually in line with RPI</p> <p>Repairs and alterations The tenant shall be responsible for keeping the demise in good order, clean and in good decoration. The Council shall be responsible for keeping the property in good repair.</p> <p>There shall be an absolute bar on external alterations. Interior alterations shall be subject to the Landlord's consent, not to be unreasonably withheld or delayed.</p> <p>Alienation There shall be an absolute bar on subletting, assigning and / or sharing occupation of either whole or part of the premises.</p>
Grahame Park – Authority to Execute Demolition Contractor Collateral Warranty	Cath Shaw	17.2.21	To approve the collateral warranty for the demolition contractor for their services between Choices for Grahame Park, Squibb Group Limited and Barnet Council for the Development at Grahame Park - Stage B – Demolition of Plot 10.
Landlord's consent for a name change for the lease of Mill Hill Golf Club NW7 3AL	Melanie Chiknagi	18.2.21	LB Barnet to grant consent for the name change on the lease and title register from the former trustees of Mill Hill GC to the newly appointed trustees as shown in accompanied Deed of Appointment.

<p>Trinity Church, Avion Crescent, Grahame Park Way London, NW9 5QY</p>	<p>Melanie Chiknagi</p>	<p>18.2.21</p>	<p>The Council is to grant a new lease on a CBAT basis to Trinity Church on the following terms:</p> <ul style="list-style-type: none"> - Rent: £15,200 per annum. - The tenant will receive a 100% subsidy on the rent, as calculated by the Community Benefit Assessment Tool (CBAT) for the duration of the lease. - Term: A term of 25 years Contracted outside the Security of Tenure provisions contained in the Landlord and Tenant Act 1954 part II. - Break: Landlord can terminate on a 12 months rolling break; Landlord can determine the lease at any time upon 3 months' written notice any time should the tenant be in breach of the lease. Tenant can terminate any time upon 6 months' notice if subsidy is withdrawn. - There will be a mutual rolling 12 monthly break option, upon 12 months' written notice. Landlord 12 monthly break option to be activatable based on redevelopment and suitable alternative accommodation to be offered. Suitability to be agreed between the parties, or in the failure to reach agreement to be agreed by an independent arbitrator. Alternative accommodation to: <ul style="list-style-type: none"> • be provided within the region of the Borough of Barnet, or as might be specifically agreed between parties • be available on existing terms of the lease • similar size to the existing building • not include the council the obligation to buy or lease additional premises - The Landlord reserves the right to terminate the subsidy at any time during the lease term if the tenant: <ul style="list-style-type: none"> • Assigns or underlets the whole [or part] of the Property; or • Ceases to allow the Property to be used in conformity with the CBAT agreement, and / or ceases to allow the Property to be used for community use; or • Does anything which in the opinion of the Council
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			<p>acting reasonably either directly or indirectly causes or is likely to cause the Council's reputation to be brought into disrepute; and/or is contrary to the spirit of the CBAT agreement.</p> <ul style="list-style-type: none"> - Repairs: The Tenant will be responsible to keep the Demise in full repair. - The Demise is to be used within the category of F1(a), (e) and (f) under the Use Classes Order 1987 as amended in 2020. - Mesne profit – The previous lease expired on 28th February 2014 and the council has made the decision not to charge any back payment to the tenant. <p>Tenant legal and professional fees are to be waived off.</p>
The grant of a Licence to Occupy to the owners of 21, Colin Park Road NW9 6HT, in lieu of an encroachment on Council land adjacent to new ODH development at Sheaveshill Court, NW9	Melanie Chiknagi	21.2.21	<p>To approve the grant of a Licence to Occupy to the owners of 21, Colin Park Road NW9 6HT (App.1 Title Plan), over Council land, on which they have encroached (App.2) for several years. This land is adjacent to the new ODH development at Sheaveshill Court, NW9.</p> <p>As the period of the encroachment is not known, and if it could be claimed is more than 10 years, then the adjacent owner could claim ownership by adverse possession. The licence is to formalise the current position, so that the owners cannot later claim ownership of the land by adverse possession. The Licence is for a term of 7 years at a licence fee of £1.00 per annum (if demanded) and can be terminated by the Council on giving not less than 3 months' notice.</p>
The grant of a Licence to Occupy to the owners of 25, Colin Park Road NW9 6HT, in lieu of an encroachment on	Melanie Chiknagi	21.2.21	<p>To approve the grant of a Licence to Occupy to the owners of 25, Colin Park Road NW9 6HT (App.1 Title Plan), over Council land, on which they have encroached (App.2) for several years. This land is adjacent to the new ODH development at Sheaveshill Court, NW9.</p>

Council land adjacent to new ODH development at Sheaveshill Court, NW9			As the period of the encroachment is not known, and if it could be claimed is more than 10 years, then the adjacent owner could claim ownership by adverse possession. The licence is to formalise the current position, so that the owners cannot later claim ownership of the land by adverse possession. The Licence is for a term of 7 years at a licence fee of £1.00 per annum (if demanded) and can be terminated by the Council on giving not less than 3 months' notice
Heathy Streets Everyday Funding	Cath Shaw	23.2.21	To agree to sign a Service Level Agreement with Cross River Partnership, enabling LB Barnet to access £30,000 of funding for healthy streets initiatives in town centres.
Letting of 85 Brookhill Road (former East Barnet Library)	Chris Smith	25.2.21	<p>To agree a new lease to Young Barnet Foundation on the following terms:</p> <ul style="list-style-type: none"> • Term of 18 month term from October 1st 2020 until 28th April 2022 • Rent: Nil • Landlord or tenant can terminate the lease at any time during the term subject to serving a six months break notice <ul style="list-style-type: none"> • Contracted outside the Security of Tenure provisions contained in the Landlord and Tenant Act 1954 part II • All outgoing will be the responsibility of the Tenant. • Property to be used as a food hub and ancillary offices • Repair obligations – fr&i
Authority for London Borough of Barnet to acquire the relevant rights and interests in those store rooms required to facilitate the proposed development scheme at Upper	Cath Shaw	2.3.21	Approve and authorise the completion of either (i) the surrender/buy back of the pram shed or (ii) the release of the right to use the pramshed, as listed in Appendix 1.

and Lower Fosters Housing Estate.			
118 Mount Pleasant, 112 Mount Pleasant, 5 North Dene, 31 Prospect Ring, 1 Curtlington House, 38 Parnell Close, 64 Fernside Avenue, 89 Longford Court Loans for Major Works Service Charges.	Cath Shaw	8.3.21	<p>A service charge loan is granted and agreed by Barnet Homes – this loan will pay for an up and coming/already carried out major works invoice and will be secured by way of charge registered against the property.</p> <p>All legal work will be carried out by HBPL.</p> <p>The loans have been agreed by the housing committee on the 2 February 2015 titled “Assistance to council leaseholders in receipt of Major Works Invoices”</p> <p>Leasehold Service charge loans are funded/accounted for in LBB’s accounting books in the following cost centres:</p> <ol style="list-style-type: none"> 1) Increase in the LH Debtor so if they default/ do not pay we would have to write off and this would hit the HRA - but this rarely happens as the debt follows the property and is secured by way of a legal charge. 2) The credit is posted to the cost centre 10871 which is LBB’s Capital Grant & Contributions cost centre. <p>Total for this group of loans is £82,387.82</p>
Brent Cross Cricklewood Section 106 Deed of Variation 7	Cath Shaw	9.3.21	<p>Authorise the Council to:</p> <ol style="list-style-type: none"> 1) Sign Deed of Variation 7 to the S106 Agreement attached to the Section 73 Planning Permission F/04687/13 for the Brent Cross Cricklewood Regeneration Scheme. The Deed of Variation makes

			changes to Schedule 2A and the Definitions within Schedule 1 of the S106 Agreement and inserts Schedule 30.
Brent Cross Cricklewood	Cath Shaw	10.3.21	Completion of licence to alter and change of use relating to the land and buildings at the junction of Hendon Way and Tilling Road (known as the 'Toys 'R' Us site) demised by a lease of land and buildings dated 6 July 1994 (the "Lease") (the "Licence") Parties: (1) The London Borough of Barnet (the "Landlord") and (2) BXS TRU Limited (the "Tenant")
West Hendon CPO3 – 37 Marsh Drive Compensation following Vesting	Cath Shaw	11.3.21	Authorise payment of compensation for the leasehold interest and rights in respect of 37 Marsh Drive being the sum of £248,005 which includes all heads of statutory compensation.
Section S106 Deed of Variation Sealing Phase 9 Millbrook Park	Cath Shaw	22.3.21	This COD seeks authority to enter into a S106 Legal Agreement in respect of the proposed redevelopment of the land at Phase 9 Millbrook Park.
Following the advertising of the Council's intention to appropriate for planning purposes public open space land at Grahame Park (Heybourne Park), NW9, being part of new plot B1a and b, to confirm the Council's decision to appropriate the land to planning purposes in accordance with the provision	Cath Shaw	22.3.21	That the Deputy Chief Executive authorises in accordance with the resolution of the Assets, Regeneration and Growth Committee dated 15th December 2014, the appropriation in accordance with the provisions of s122 of the Local Government Act 1972 the land shown edged red on the attached plan HP-PTA-AD-ZZ-DR-A-7021, ("the Land") from its current use as public open space (such use being no longer required) to planning purposes.

of s122 of the Local Government Act 1972.			
Creation of a new post within LBB Estates	Cath Shaw	23.3.21	Approval to create a new Client-side Project/Programme Manager post, Grade K, reporting into the Head of Development Delivery.
Landlords consent for a lease renewal Land and Premises at, Northway Gardens Tennis Centre	Melanie Chiknagi	23.3.21	<p>A lease renewal of the Northway Gardens Tennis Centre to Northway Tennis Centre Limited (CRN 02194703). The terms are as follows</p> <p>Rent: a stepped rent. 1st year £8,000 P.A. 2nd Year £8,000 P.A. 3rd Year £10,000 P.A</p> <p>Term: 10 years from 01/04/2021</p> <p>Break: N/A</p> <p>Repair: Tenant will be responsible to keep the Property in full repair. Including Boundary Structures.</p> <p>Inside The Act: No</p> <p>Use: Tennis Club</p> <p>Alienation / Assignment: Absolute bar on assignment or subletting of part. The Tenant must not assign, underlet, charge, part with possession, or otherwise dispose of the premises or any part of the Land without prior consent from the Landlord not to be unreasonably withheld or delayed.</p> <p>Underlet: The Tenant Shall not underlet the whole or part only of the Property.</p> <p>Alteration: Absolute bar on structural alterations. The Tenant will not be permitted to make any alterations or additions whatsoever to the property without the written consent of the Landlord, such consent not to be unreasonably withheld.</p>
Brent Cross Cricklewood – NR Leaseback Deed of Surrender	Cath Shaw	24.3.21	Confirms that the council enter into a Deed of Surrender relating to the lease dated 14 August 2020 made between (1) the Mayor and Burgesses of the London Borough of Barnet and (2) Network Rail Infrastructure Limited in

			relation to NRIL Operation Railway Boundary Line – North London Waste Authority Sidings ("Deed of Surrender").
North London Business Park, Parking for Oakleigh Road Depot overflow	Melanie Chiknagi	24.3.21	<p>An acquisition of a new lease outside the L&T 1954 ACT for:</p> <p>1. Minibus parking at a rent of £45,120 per annum for a 6 month period from completion. 6th April at the earliest.</p> <p>There are no break clauses. There is no SDLT payable.</p> <p>LBB to give an undertaking for landlords legal cost of £1,600 +VAT and disbursements.</p>
Creation of new roles in the Strategic Communications Team	Cath Shaw	26.3.21	Decision to approve the creation of one new post in the Strategic Communications team.
Change to establishment	Cath Shaw	26.3.21	Create 2 x Web designer roles and add to current Customer & Digital permanent establishment. The investment in the Councils digital offer and the increased and sustained use of our website by the public has meant these posts are still utilised and required on a permanent basis.
Authority to appoint ETC Partners Ltd to provide an Independent Community Advisor service to West Hendon	Cath Shaw	26.3.21	<p>Following a tender for the services of Independent Community Advisor (ICA) at West Hendon, authority is sought to appoint ETC Partners Ltd (bidder B).</p> <p>Up to the end of 2020, an Independent Tenants Advisor (ITA) service was provided by Priority Estates Project (PEP). However, in 2019 PEP took the decision to close their business and their ITA service to West Hendon ceased on 31 December 2020. The West Hendon Partnership Board agreed that a replacement service is required for a period of 18-24 months.</p>

			<p>The 'Invitation to Quote' was released on 17 February 2021 and two submissions were received. Both applications were evaluated, and bidder A and bidder B were invited for an interview.</p> <p>Following the interviews, a moderation session was held with all interviewers and the procurement business partner to assess both bidders on quality and price. The outcome is shown in the table below.</p> <table border="0" data-bbox="1048 499 1720 802"> <thead> <tr> <th></th> <th>Bidder A</th> <th>Bidder B</th> </tr> </thead> <tbody> <tr> <td></td> <td colspan="2" style="text-align: center;">ETC Ltd</td> </tr> <tr> <td>QUALITY TOTAL</td> <td>55.00%</td> <td>39.00% 43.00%</td> </tr> <tr> <td>PRICE TOTAL</td> <td>45.00%</td> <td>31.49% 45.00%</td> </tr> <tr> <td>OVERALL TOTAL</td> <td>100.00%</td> <td>70.49% 88.00%</td> </tr> </tbody> </table> <p>The contract will be awarded for a period of 18 months, with an optional extension period of a further 6 months subject to performance and budget.</p> <p>The value of the contract for the initial term period is £52,500, with all costs recoverable from development partners, Barratt Metropolitan Limited Liability Partnership..</p> <p>Authorise the contract award of ETC Partners Ltd.</p>		Bidder A	Bidder B		ETC Ltd		QUALITY TOTAL	55.00%	39.00% 43.00%	PRICE TOTAL	45.00%	31.49% 45.00%	OVERALL TOTAL	100.00%	70.49% 88.00%
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Old Courthouse Cafe – Assignment - 7487	Melanie Chiknagi	29.3.21	<p>The current tenant Sophia Tufail and Sam Azouelos have applied to assign their lease dated 21st August 2013 agreed on a term of 15 years at monthly rent of £1,083.00 (£13,000 per annum). The tenant is currently paying a concessionary rent of £783.00 per month.</p>															

			<p>The assignment will be transferred to Playdate Café Limited (YU-JEN WANG). The incoming tenant has agreed to the following:</p> <ul style="list-style-type: none"> - 6 months rent deposit - To pay the full monthly rent of £1,083.00 - The use of property to remain the same - To comply with all existing terms of the lease - The current tenant is to enter into an Authorised Guarantor Agreement <p>The Assignee will cover council's legal and professional fees in this matter.</p>
Extension of Spacehive Crowdfunding platform provider	Cath Shaw	30.3.21	<p>To approve the extension provision, 2021/22, of the Spacehive Crowdfund Barnet contract. This is included within the Annual Procurement Forward Plan.</p> <p>The decision was made in April 2019 that Barnet Council would award the Crowdfunding provision contract to Spacehive. The duration of this contract was 2 years, with the option of a further 1 year extension. The cost of this will be £24,500 per year, which will be funded through the Community Development Fund.</p> <p>So far, over 1,600 residents, businesses and other organisations, have come together alongside the council to get behind 20 ideas, raising half a million pounds. From launching an urban farm teaching children about food and the environment, to creating a tranquil garden for nurses and doctors.</p>
Hendon Transfer Station	Cath Shaw	31.3.21	<p>To authorise the London Borough of Barnet (LBB) to procure the services of WS Atkins, to undertake the following:</p>

Ground Investigations for Environmental Permit Surrender – WS Atkins			<ul style="list-style-type: none"> • produce a ground investigation specification • undertake the ground investigations in accordance with the specification • produce an interpretive report for inclusion in the Site Condition Report (SCR) • produce a remediation strategy to restore the site to the condition it was in before the facility was put into operation. <p>It is necessary to undertake this work prior to LBB submitting applications to the Environment Agency (EA) to surrender the existing environmental permits for the Hendon Transfer Station (permit numbers EPR/CB3403FJ & EPR/CB3403GQ).</p>
Brent Cross Cricklewood – Delivery Management	Cath Shaw	31.3.21	Confirms the appointment of Magedie Pretorius s.p to act as development manager on the BX programme for the Waste Transfer Station and Junction Works

I have the required powers to make the decision documented above or have delegated authority to the recorded Officer. I am satisfied that all relevant advice has been sought in taking the above decision in order to ensure that the decision making framework of the organisation including the Constitution, Scheme of Delegation, Budget and Policy Framework and Legal issues including Equalities obligations are applied. I also confirm that a full audit trail will be retained on file and available on request by the relevant authority.

Signed

Cath Shaw

Date

31/03/2021

