

EPPING FOREST DISTRICT COUNCIL COMMITTEE MINUTES

Committee: Council Housebuilding Cabinet **Date:** Monday, 29 January 2018
Committee

Place: Council Chamber, Civic Offices, **Time:** 7.00 - 8.35 pm
High Street, Epping

Members Present: S Stavrou (Chairman), W Breare-Hall, S Kane and C Whitbread

Other Councillors: R Morgan

Apologies: Councillor G Mohindra and J Philip

Officers Present: A Hall (Director of Communities), P Pledger (Assistant Director (Housing Property)), M Rudgyard (Development Manager) and J Leither (Democratic Services Officer)

17. SUBSTITUTE MEMBERS

The Cabinet Committee noted that Councillor C Whitbread substituted for Councillor J Philip.

18. DECLARATIONS OF INTEREST

There were no declarations of interest pursuant to the Council's Code of Member Conduct.

19. MINUTES

That the minutes of the meeting held on 12 December 2016 be taken as read and signed by the Chairman as a correct record.

20. ANY OTHER BUSINESS

The Cabinet Committee noted that there was no other urgent business for consideration.

21. DELIVERY OF FUTURE PHASES OF THE HOUSE-BUILDING PROGRAMME

The Assistant Director (Housing Property & Development) presented a report to the Cabinet Committee. He advised in September 2017, East Thames, who were the Council's Development Agents, gave notice of their intention to invoke Schedule 8 (Exit Management Plan) of the Housing Development Agency Services Agreement that they no longer wished to act as Development Agents on behalf of the Council. Whilst a 3-month exit management term was set out in the Agreement, East Thames agreed to extend this term to 6-months, ending on 9 March 2018, to enable as smooth a hand-over as possible.

The Council have appointed a Senior Project Management Officer, based on a temporary 3-year fixed term contract to work on some of the Project Management functions previously undertaken by East Thames. This was being funded from savings that had been identified through the withdrawal of East Thames.

The Council now had an opportunity to review its approach, based on its experiences over the last 4-years, and to put in place arrangements that could deliver a more efficient service and if possible de-risk some of the aspects of the programme that have so far resulted in additional costs across schemes that were on site. However, due to the relatively short Exit Management Plan, it was necessary to act quickly taking account of the fact any future appointments would require an EU procurement exercise, which was a lengthy process.

Listed below are some of the problems the Council has faced on previous phases, which have led to delays or additional costs to the Council:

Ground Contamination

Issue – Across each site, soil surveys had been undertaken to give an idea of contamination for contractors to base their risk and price accordingly in their tenders. The level of detail had resulted in that risk being understated and Contractors claiming additional costs and time where the contamination was later found to be more extensive. This was particularly the case for Phases 1 & 2.

Way Forward – To undertake a more extensive set of soil surveys and to consult with the Council's Planning Officers at the earliest opportunity to agree a method statement and soil contamination remediation plan that would satisfy the Planning Conditions allowing these conditions to be discharged prior to the Contractor submitting their costs.

Drainage

Issue – Drainage design was the responsibility of the Contractor under a Design and Build contract. However, connection to local sewers was not always practical due to invert depths, thus resulting in local pumping stations or sewerage treatment stations on sites. This was not only more expensive but could lead to more expensive on-going maintenance liabilities.

Way Forward – To appoint an EU compliant Framework Agreement of Consultant Civil Engineers to undertake a detailed sewer investigation and to fully design the sewerage strategy for each site in advance of appointing the Contractor. This would be done in conjunction with any soil contamination remediation plan.

Foundation Design

Issue – Foundation design was the responsibility of the Contractor under a Design and Build Contract. However, foundation design followed any decision on how to deal with any ground contamination. Since ground contamination had often led to significant variations following more detailed surveys after the Contractors had been appointed, the design of the foundations often changed as a result of the final soil contamination remediation plan being agreed with the Planning Authority.

Way forward – To appoint an EU compliant Framework Agreement of Consultant Structural Engineers to undertake detailed foundation designs taking account of the detailed soil contamination remediation plan and the drainage design.

Detailed Design

Issue – Most of the current contracts have been let on a Design and Build basis, whereby the Contractor takes over responsibility for the detailed design from the planning stage design drawings. This had, on occasion, led to changes in the design and layout of the properties resulting in either the Employers Requirements not being met or additional costs to ensure the Employers Requirements were met.

Way Forward – To appoint an EU compliant Framework Agreement of Consultant Architects to undertake detailed technical drawings up to and including RIBA Stage 3, whereby key aspects of the design could be achieved; including kitchen and bathroom layouts, as well as room sizes. This Framework would also be used to undertake future feasibility studies and to take forward sites to the planning stage.

Selection of Contractors and Fixed Price Tenders

Issue – The Council has had difficulty identifying suitable, competent and willing Contractors to tender for works that were spread over multiple sites, for example, some of the larger developers were not interested in low value contracts (sub £5m) and SME Contractors had very little experience in Design and Build Contracts.

Where tenders had been sought, they had been based on a fixed price Design and Build Contract. When the problems described above had surfaced, the onus had been on the Contractors Design team to remedy the problem, and in most cases resulting in delays and increased costs.

Way Forward – To appoint an EU compliant Framework Agreement of Contractors based on a two stage tender to allow early appointment of a preferred partner, prior to the completion of all the information required to enable them to offer a fixed price. In the first stage, tenders were sought based on overheads, prelims and profit, whilst seeking preliminary views on phasing, programme, site management and opportunities to drive improved efficiency. Selected parties were then invited to participate in Stage Two, having undertaken the detailed design in a collaborative manor amongst the Project Team, after which the schemes were priced to form a fixed price.

Employers Agents

Issue – For each of the phases already let, the Council had relied on the Employers Agents appointed by East Thames as the Development Agents. This had led to a less responsive service as any issues raised would have to go via the Development Agents and sometimes the communication broke down.

Since the current Employers Agents, Pellings LLP, were appointed by East Thames directly, the Council would now need to appoint its own Employers Agents. This would require an EU procurement exercise due to the overall value of the fee.

Way Forward – For Phases 4 onwards, to appoint an EU compliant Framework of Employers Agents with whom the Council would work directly with. This would allow a better working relationship and a better understanding of the Council's needs and expectations.

Site Supervision

Issue – Site supervision had not presented itself as a particular issue. However, this essential role had previously been undertaken by East Thames directly. Since they

were terminating their contract it would be necessary to directly appoint a Clerk of Works to undertake all client site supervision functions.

Way forward – To seek quotes from suitable organisations that provide Clerk of Works Services and to engage their services on a frequency to suit the progress of building works.

The Assistant Director advised the Cabinet Committee that the Council had appointed Cameron Consulting to undertake the specialist EU Procurement exercise to pull together the framework of various Consultants and Contractors. Their appointment was approved by the Housing Portfolio Holder in November 2017. The programme for appointing the various specialists should be completed by May 2018, which would enable the Council to pick up the 24 x Phase 4-6 sites and progress them as quickly as possible.

In order to maintain continuity for the sites currently in progress, it was recommended that Pellings LLP, who were currently in contract with East Thames and (for which the Council had a Collateral Warranty in place) be novated to Epping Forest District Council and the existing building contracts be amended to remove reference to East Thames, based on advice from the Councils' Legal Services.

It should be noted that based on the fees paid to East Thames, which were agreed following a competitive tender exercise, there would be an overall saving of £550,000 to the Council should Pellings LLP be appointed directly to complete the schemes currently on site (Phases 1-3 inclusive) by novating the contract on their current terms.

The Cabinet Committee expressed concerns regarding Pellings LLP being novated and the consequences involved if they were to walk away from Phases 1-3.

The Assistant Director advised that Pellings LLP did not want to walk away from the Council's Housebuilding Programme and that they had committed themselves to finishing Phases 1-3. However, this was still subject to a formal contract, where negotiations were still ongoing.

The Cabinet Committee asked why East Thames had decided to exercise the exit clause in the contract to terminate their appointment as Development Agent of the Council Housebuilding Programme.

The Assistant Director advised that East Thames had stated it was for commercial reasons and that they wanted to concentrate on their own sites and their own delivery programmes.

The Cabinet Committee asked why the Council had employed Development Agents in the first instance and not fulfilled this project in-house.

The Assistant Director advised that the Council needed to react quickly and deliver new Council homes as the Council was accumulating the 1-4-1 receipts, which needed to be spent within 3 years and there were no staff resources or procedures in place to "hit the ground running". The Council thought that Housing Associations or other Consultancies that were already doing this type of work would tender, and in simple terms, the Council could hand over the sites and the Development Agents would then hand the Council the keys at the end of the agreed time.

The Council have learnt a number of valuable lessons and have accumulated a wealth of knowledge and experience during the last 6 years, which it intended to

incorporate into the future delivery of the Council Housebuilding Programme, from Phase 4 and beyond.

The Cabinet Committee congratulated P Pledger and his team for the work and effort put into the smooth operation of the Council Housebuilding Programme.

Decision:

- (1) That, following the decision made by East Thames to terminate its contract after 4-years as the Council's Development Agent, the Cabinet Committee noted the approach now being taken to deliver the future phases of the housebuilding programme; and
- (2) That the contract with Pellings LLP, who were currently in contract with East Thames and (for which the Council has a Collateral Warranty in place) be novated to Epping Forest District Council and the existing building contracts with the Contractors for Phases 1, 2 and 3 be amended to remove reference to East Thames.

Reasons for Decision:

East Thames were appointed following a competitive EU tender exercise to act as the Council's Development Agents on the Council Housebuilding Programme. The appointment was for 4-years with the option to extend for a further 3-years. However, after 4-years, East Thames have decided to exercise the exit clause in the contract and terminate their appointment giving 6-months' notice. This has led to the Council having to act quickly to put in place an alternative delivery model for future phases. This report sets out that approach, and was for noting at this stage.

Other Options Considered:

1. To re-tender and appoint another Development Agent to replace East Thames; or
2. To employ the relevant resources in-house to deliver the programme directly.

22. PROGRESS REPORT FOR PHASES 1-6

The Assistant Director (Housing Property & Development) presented a report to the Cabinet Committee. He advised that the report was for noting only and set out the progress that had been made across phases 1-3 and future phases 4-6 of the Housebuilding programme.

Phase 1

Further to the determination of the contract with Broadway Construction Limited, a contract was awarded to P A Finlay and Company Limited to complete the works on Phase 1 as approved by the Cabinet Committee on the 22 September 2016.

The Phase 1 recovery work was completed on the 31 October 2017 with the last two homes on the Red Cross site in Waltham Abbey being handed over and occupied. The homes built are now in the defects liability period (a 2 year period where the Contractor retained responsibility for any contractual defects reported). The defects liability period for Phase 1 will end on the 31 October 2019.

The original contract with Broadway Construction Limited was let on the 27 October 2014 with completion expected on the 13 November 2015. With the delays that built

up under the contract with Broadway Construction, together with the Council determining the contract and the subsequent procurement of a new contract with P A Finlay and Company Limited meant an overall delay of 102 weeks on the original anticipated handovers.

The determination of the contract with Broadway Construction Limited also led to a significant increase in costs with the works costs rising from £2,331,170.02 to £5,852,557.98. Overall, the recovery project was 66% more expensive than the original contract. The increased costs were mainly due to remediation works, additional drainage works and utility works. This can be seen as the premium paid for appointing a contractor to take on another contractor's unfinished work and all the risks associated with the project.

Notice of Adjudication from Broadway Construction Limited

On 22 November 2017 the Council received a notice of Adjudication, which was referred by Broadway Construction Ltd (BCL). The dispute concerns the termination of the contract by the Council on 1st June 2016. BCL maintains and claims that the termination was wrongful and constituted a repudiatory breach of contract.

In April 2016, the Council served a default notice on BCL claiming that BCL was not proceeding with the contract works regularly and diligently. Later on 1 June terminated the Contract on the ground that BCL had continued with the default specified in its notice served in April 2016. BCL assert that this was contrary to the true facts and progress of the works on the Project, and that they do not accept the validity of the default notice or the termination of the Contract.

BCL have therefore given notice to refer the dispute to adjudication in accordance with the Contract.

BCL are seeking the following relief and decision from the Adjudicator:

- That the Council wrongfully terminated the Contract;
- That the Council was liable for repudiatory breach of contract;
- That the Council was liable to pay Broadway the costs, damages and expenses that are proven to have been incurred by Broadway as a result of the wrongful termination of the Contract and repudiatory breach of contract;
- That the Council has no entitlement to retain or withhold liquidated damages improperly withheld prior to and following the termination of the Contract because no demand for payment of liquidated damages had been made in accordance with the Contract; and
- That the Council shall pay the Adjudicator's costs and expenses incurred in this adjudication.

The Council had appointed Trowers and Hamblins as its expert Solicitors to defend the adjudication. The Adjudicator had indicated that he should reach his decision by 2 February 2018.

A previous adjudication served on the Council by Broadway Construction Limited in February 2017, which was contested at the time, centred on the final payment made to Broadway Construction Limited at the time of the contract termination. The key points in that claim were:

- Whether the second payless notice was given beyond the permissible date set out in the Contract;
- Whether the second payless notice failed to explain how the proposed sum of £0 had been calculated;
- Whether the Council, through previous correspondence, had derogated from the payment mechanism under the Contract and guaranteed payment of £74,494.02 to Broadway; and
- Whether the Council had a contractual entitlement to serve a second payless notice.

The adjudicator found in favour of the Council on the first three points but on the fourth he found in favour of Broadway Construction Limited, namely that the Council was not entitled to serve more than one pay less notice in relation to a payment notice, which resulted in the Council being ordered to pay Broadway Construction Limited £74,494.02 (plus £2,985.88 interest) along with the adjudicators fees (£3,107) bringing the total to £80,586.90.

The Development Manager, Matthew Rudgyard presented the remainder of the report to the Cabinet Committee.

Phase 2 – Burton Road, Loughton

Works on site were progressing well, although behind schedule due to land contamination which had attributed to the completion date falling behind by 26 weeks. The anticipated completion date was 27 August 2018.

There was a variation in the contract sum by an extra £952,175.85 this was due to contamination remediation and utilities and cable disconnections.

Phase 3 – Bluemans End, North Weald

The contract was close to completion with handover expected at the end of January 2018. There had been a 2 week delay on this site due to the discovery of further asbestos in the ground and a delay to the installation of a water main.

There was a variation in the contract sum by an extra £47,758.77 this was due to additional works required to provide permeable block paving, additional clearance of the watercourse on the development boundary, boundary wall works, soil contamination remediation and asbestos removal.

Stewards Green Road

Works were at an advanced stage with internal and external finishes being focused on. There had been a 6 week delay due to a dispute between the Contractor and the Architect regarding the stairs not being fitted in accordance with the drawings. In addition, further asbestos was found in the ground.

There was a variation in the contract sum by an extra £25,089.81 this was due to additional works required to make alterations to the MVHR system, alterations made to the party wall insulation and alterations made to the kitchen windows.

London Road

Construction work was proceeding well with works due to be completed on time.

There was a variation in the contract sum by an extra £20,415.00 this was due to changes needed to ensure that the completed home met the Code for Sustainable Homes Level 4.

Parklands, Coopersale

Work was progressing well and it was reported that there was a delay of 1 week due to inclement weather over the contract.

There was a variation in the contract sum by an extra £5,000.00 this was due to additional works required to the boundary of the site.

Springfield and Centre Avenue, Epping

Springfield and Centre Avenue were two separate sites which were being managed under one contract. Work was progressing well and it was reported that there was a delay of 1 week due to determining ownership of some garages/sheds.

There was a variation in the contract sum by an extra £165,000.00 this was due to additional works required to the boundary wall of the site.

Centre Drive

Work was progressing well and it was reported that the build was scheduled to be on target with no variation in the cost reported on this project to date.

Queens Road, North Weald

Construction works were expected to commence on site on the 5 March 2018. A package of initial enable works needed to be completed including the relocation of a UKPN substation, before the construction works could commence.

There was a variation in the contract sum by an extra £120,747.00 this was related to the contract uplift reported and approved by the Portfolio Holder in October 2017 and represented the increase in construction cost indices due to a delay of almost a year.

Phases 4-6

In September 2017, East Thames, who were the Council's Development Agents, gave notice of their intention to invoke Schedule 8 (Exit Management Plan) of the Housing Development Agency Services Agreement that they no longer wished to act as Development Agents on behalf of the Council. Whilst a 3-month exit management term was set out in the Agreement, East Thames have agreed to extend this term to 6-months, ending on 9 March 2018 to enable as smooth a hand-over as possible.

The projects that make up phases 4-6 of the Council Housebuilding Programme have continued to be progressed up to the point of achieving Planning Permission. 24 sites have achieved planning consents which would deliver 74 new affordable homes. 13 sites had failed to achieve planning consent, these would either be sold at auction and the remaining sites the Cabinet Committee would decide on the future use.

The Cabinet Committee noted that phase 1 had been a learning curve and were confident going forward with the Council's Housebuilding Programme.

Decision:

That the contents of this Progress Report on Phases 1 - 6 of the Council Housebuilding Programme be noted, and presented to the Cabinet in line with the Terms of Reference.

Reasons for Decision:

Set out in its Terms of Reference, the Cabinet Committee was to monitor and report to the Cabinet on an annual basis the progress and expenditure in relation to the Council Housebuilding Programme. This report sets out the progress made over the last 12-months.

Other Options for Action:

This report was on the progress made over the last 12-months and was for noting purposes only. There were no other options for action.

23. FINANCIAL POSITION

The Assistant Director (Housing Property & Development) presented a report to the Cabinet Committee. He advised that one of the Cabinet Committee's Terms of Reference was to monitor expenditure on the Housing Capital Programme Budget for the Council Housebuilding Programme, ensuring the use (within the required deadlines) of the capital receipts made available through the Council's Agreement with the Department of Communities and Local Government (DCLG) allowing the use of additional "Replacement Right to Buy (RTB) Receipts" received as a result of the Government's increase in the maximum RTB Discount to be spent on housebuilding.

The Cabinet Committee regularly received detailed financial reports covering all financial issues relating to the Housebuilding Programme. The Financial Reports attached to agenda item 9 at Appendix 2, 3 and 4 set out the current financial position with the various aspects of the Housebuilding Programme.

The Cabinet Committee noted that due to programme spending, the Council are forecasting that no 1-4-1 receipts need be given back this year. It was also worth noting that if future spend was consistent with the forecast budget the Council should be able to utilise all 1-4-1 receipts over the lifecycle of the project.

Resolved:

- (1) That the current financial position be noted, in respect of:
 - (a) The amount of additional "Replacement Right to Buy (RTB) Receipts" for utilisation under the Government's "one-for-one replacement" scheme that had been received; when it was required to be spent; the actual expenditure to date; and the future planned expenditure profile (Appendix 2 of the agenda);
 - (b) The amount and use of financial contributions available to the Council's Housebuilding Programme from Section 106 Agreements, in lieu of the provision of on-site affordable housing on private development sites,

and other sources of funding (e.g. sales of HRA land and non-RTB property, and external funding) (Appendix 3 of the agenda) and;

- (c) The expenditure profile that reflects the house-building programme (Appendix 4 of the agenda).

Reasons for Decision:

The Council's Housebuilding Programme was a high profile, high cost activity. It was therefore essential to ensure that budgets, costs and expenditure were properly monitored, to enable corrective action to be taken at the earliest opportunity when necessary.

Other Options Considered and Rejected:

Not to have regular Financial Reports presented to the Cabinet Committee.

24. NEW DEVELOPMENT SITES

The Assistant Director (Housing Property & Development) presented a report to the Cabinet Committee. He advised In July 2012 the Cabinet approved a list of potential development sites, made up of a primary and reserve list, which would make up the Council Housebuilding Programme. At that time, it was agreed that any further development assessments would be undertaken over time by officers of:

- (a) All other garage sites comprising 6 or less garages;
- (b) Any further garage sites that started to have vacancies with no waiting list; and
- (c) Any Council-owned land on housing sites considered to be surplus to requirement.

At that time it was also agreed that further reports would be submitted to the Cabinet in order to consider whether or not these sites should be added to either the Primary List or Reserve List.

In practice, this process could be amended to free up valuable time for the Cabinet by delegating authority to the Director of Communities to undertake feasibility studies and viability studies on any new site that may be identified and to present them direct to the Cabinet Committee. These would be presented in the same way as other sites have been in the past, whereby local Ward Members were invited to participate in the discussion.

Should the Cabinet Committee then agree to proceed with the development site based on the feasibility study as presented, then it would be necessary to seek an amendment to the Cabinet Committee Terms of Reference, where it was currently only able to consider and sign-off development appraisals and financial appraisals for sites previously identified by the Cabinet as having development potential and that could be included within the Council's Housebuilding Programme.

It was therefore recommended that a recommendation be made to the Cabinet, through the minutes of this meeting, that:

- the Cabinet delegates authority to the Director of Communities to identify new Council House-building development sites and to undertake feasibility studies and viability studies; and
- the Cabinet Committee Terms of Reference be amended to allow the Cabinet Committee to agree any new development sites that may be added to the House-building programme.

The Cabinet Committee expressed concerns that underused garage sites were a magnet for antisocial behaviour, although some of the sites were relatively small it was still worth considering these sites to provide affordable homes for local people.

The Cabinet Committee asked officers to also look for larger sites in the district as they felt that building works would happen quicker on a larger site.

Recommendation to Cabinet:

- (1) That a recommendation be made to the Cabinet to delegate authority to the Director of Communities to identify new Council House-building development sites and to undertake feasibility studies and viability studies, in consultation with the Portfolio Holder, which would then be presented to the Cabinet Committee for consideration; and
- (2) That a recommendation be made to the Cabinet to amend the Cabinet Committee Terms of Reference to allow the Cabinet Committee to agree any new development sites that may be added to the House-building programme.

Reasons for Recommendation:

Currently, the Cabinet Committee was only authorised, in its Terms of Reference, to approve any feasibility studies for sites that appeared on the original list of 65 sites approved by the Cabinet in 2012, each of which had now been considered and had either obtained Planning Permission or an alternative option agreed.

In order to avoid adding work to the Cabinet process, this report sought to delegate authority to the Director of Communities to identify sites, undertake a feasibility study and viability study before presenting the outcome to the Cabinet Committee, whose Terms of Reference would need to be amended to reflect this process.

Other Options Considered:

To take each new site to the Cabinet for approval in the first instance as was the current procedure. However, this created unnecessary anxiety for local residents where sites may not even be viable in the first place. This also was work that could be delegated to the Cabinet Committee to free up valuable time for the Cabinet.

25. CHANGE OF NAME AT QUEENS ROAD, NORTH WEALD DEVELOPMENT

The Assistant Director (Housing Property & Development) presented a report to the Cabinet Committee. He advised that he had received a request from North Weald Parish Council to change the name of the new development to the rear of 9-19 Queens Road, North Weald from Elizabeth Court to Cyril Hawkins Close. He explained that Cyril Hawkins had passed away and he was a long standing Chairman and Parish Councillor of North Weald Parish Council.

The Cabinet Committee noted that the late Cyril Hawkins was a great servant to the Parish of North Weald and recognised that he had been actively involved with helping Council Officers to negotiate with UK Power over the power cable diversions that were necessary to bring this site forward.

Decision:

- (1) That, following a request by North Weald Parish Council, the new development to the rear of 9 -19 Queens Road, North Weald, previously named Elizabeth Court, be renamed Cyril Hawkins Close; and
- (2) That formal application be submitted to the Director of Neighbourhoods for the above name and numbering change, in accordance with the Council's Street Naming and Numbering Policy.

Reasons for Decision:

Street naming (or re-naming) of sites to be constructed under the Council Housebuilding Programme was set out in the Terms of Reference as a responsibility for the Council Housebuilding Cabinet Committee.

The Queens Road, North Weald development site has already been agreed by the Cabinet Committee in December 2016 to be named Elizabeth Close. However, the Council had received a request from the North Weald Parish Council to rename the street after the former long-standing Chairman, Councillor Cyril Hawkins, who sadly passed away last year.

Other Options Considered and Rejected:

To retain Elizabeth Close as the street name for the development, which had already been agreed by the Cabinet Committee.

26. EXCLUSION OF PUBLIC AND PRESS

Resolved:

That the public and press be excluded from the meeting for the items of business set out below on the grounds that they would involve the likely disclosure of exempt information as defined in the paragraphs of Part 1 of Schedule 12A of the Local Government Act 1972:

<u>Agenda Item No.</u>	<u>Subject</u>	<u>Exempt Information Paragraph Number</u>
12	Request to purchase a Potential Council housing Development site – Whitehills Road, Loughton	1 & 3

27. REQUEST TO PURCHASE POTENTIAL DEVELOPMENT SITE AT WHITEHILLS ROAD, LOUGHTON

The Director of Communities presented a report to the Cabinet Committee. He advised that the Council had received an unsolicited offer to purchase a garage site in Whitehills Road, Loughton. The garage site was included in the Council's Housebuilding Programme, Phases 4-6 and planning permission had been sought

and received for two 2-bedroom bungalows. Members were asked to consider the offer received.

Decision:

That the unsolicited offer received to purchase the Council's garage site in Whitehills Road, Loughton (currently included within the Council's Housebuilding Programme with planning permission for two 2-bedroom bungalows) be refused and that the Council continues to develop the site for affordable rented housing as part of the Council's Housebuilding Programme.

Reasons for Decision:

An unsolicited offer had been received to purchase the development site, which the Cabinet Committee needed to consider.

Other Options Considered and Rejected:

- (1) To seek competitive tenders for the site on the open market.
- (2) To accept the offer received.

CHAIRMAN