

**SCRUTINY COMMITTEE held at COUNCIL CHAMBER - COUNCIL OFFICES,  
LONDON ROAD, SAFFRON WALDEN, CB11 4ER, on TUESDAY, 4 JUNE  
2024 at 7.00 pm**

- Present: Councillor N Gregory (Chair)  
Councillors M Ahmed, G Bagnall, C Criscione, B Donald,  
R Gooding, R Haynes, S Luck, A Reeve and G Sell.
- Officers in attendance: R Auty (Director of Corporate Services), B Burton (Interim Director of Property), C Edwards (Democratic Services Officer), P Holt (Chief Executive), A Knight (Director of Business Performance and People), S Russell (Interim Director - Housing, Health and Communities) and Sarah (Economic Development Manager)
- Also in attendance: Councillor A Coote (Portfolio Holder for Housing and Equalities), J Evans (Portfolio Holder for Planning), P Lees (Leader of the Council) and N Reeve (Portfolio Holder for Environment and Climate Change).
- Public speaker: B Deane-Bowers

The Chair started the meeting and said that he wanted to thank Democratic Services and the Director of Corporate Services for the work they carried out in relation to the Scrutiny Committee. He said that this was the first meeting of the new municipal year and that the function of Scrutiny was an accountability forum, to ensure that Cabinet and the activity of the Council was conducted in a reasonable and prudent manner.

**SC1 PUBLIC SPEAKING**

Mr Deane-Bowers addressed the meeting he made the following points:-

- There had been ongoing long term problems regarding mould and damp in his leasehold property which was owned by Uttlesford District Council (UDC).
- There had been further issues due to his property being left empty and Mr Deane-Bowers felt that these had not been dealt with properly.
- There had been mould cleans over the years but this had not been sufficient and the mould had returned, due to the age of the property it needed more substantial work to be carried out.
- He felt that the Council was being reactive to social regulatory changes instead of proactive.
- He wanted to know who was responsible and if the Council had self-referred under the Housing Regeneration Act 2008, to the Housing Ombudsman and the Social Regulator.
- Due to these delays Mr Deane-Bowers had issued UDC with a Section 82 notice on his property which could be extended to include other properties if he was not satisfied that the Council was taking the issues seriously.

- He had asked the Council to re-house his tenants because the property was in such a bad state of repair.
- He asked why this had not been picked up on recent stock condition surveys.
- He said that the Chief Executive had been aware of this two years ago.
- He wanted there to be separate compensation policies for leaseholders and tenants.

The Chair summarised the speakers issue as being the failure of the Council to deal with mould and damp problems in Mr Deane-Bower's property and others.

The Chief Executive in reply to the public speaker said:-

- The properties in question were of similar construction and were problematic due to damp ingress.
- They had been assessed and a solution successfully piloted.
- All the properties were now part of the capital programme under major works.
- Officers would continue to liaise with Mr Deane-Bowers to get the necessary surveys and work completed.

Councillor Gooding said that he was ward member for these properties and had visited them, he agreed that they needed urgent remedial works. He said that he would share the details with the Portfolio Holder for Housing and Equalities outside of the meeting.

The Chair asked that the Portfolio Holder for Housing and Equalities provided a detailed reply to Mr Deane-Bowers in writing within 28 days.

The Chair said that in due course when these matters had been broadly addressed a brief written summary of the action taken would be brought back to the committee.

## **SC2 APOLOGIES FOR ABSENCE AND DECLARATIONS OF INTEREST**

Apologies for absence were received from Councillor Moran, there were no declarations of interest.

## **SC3 MINUTES OF THE PREVIOUS MEETING**

The minutes of the meeting held on 16<sup>th</sup> April 2024 were approved as an accurate record.

## **SC4 CABINET FORWARD PLAN**

The Cabinet forward plan was noted.

The following comments were made:-

- Neither the Housing Project Plan or the Housing Contract Specification going to Cabinet on the 13<sup>th</sup> June were key decisions. The contract award later in the process would be a key decision.
- There would be a cross-party workshop to examine the housing specification.
- The appointment of a member to be responsible for complaints as set out in the Housing Ombudsman report was not a key decision.
- All of these items followed the constitutional wording of what constituted a key decision.
- The date for the final draft of the Regulation 19 Local Plan to be considered at Cabinet had been changed to 18<sup>th</sup> July due to the pre-election period.
- The productivity plan item was a new requirement from Government to produce a plan by mid-July with Member's agreement, which was why it was going to Cabinet. An element of the plan was to look at how much money was spent on diversity and included a question on the impact of hybrid working.

## SC5 **SCRUTINY WORK PROGRAMME**

The Scrutiny Work Programme was noted.

The Chair said that the work programme would be added to as the year progressed. He particularly brought attention to:-

- The visit on 24<sup>th</sup> September of the Police, Fire and Crime commissioner which would be part of the crime and disorder scrutiny.
- The operational resilience report would come back to the Committee in due course but it might not all be in the public domain.

## SC6 **TERMS OF REFERENCE - OPERATIONAL RESILIENCE**

Councillor Criscione said that the terms of reference related to the ongoing work on operational resilience and the progress made.

The Chief Executive agreed that an Executive Director from Epping Forest District Council could be one of the potential witnesses.

In response to a question from Councillor Bagnall, Councillor Criscione said the witnesses stated in the terms of reference would still allow for others to be included if required.

The terms of reference were agreed.

## SC7 **TERMS OF REFERENCE - LOCAL PLAN PANEL AND SCRUTINY**

The Chair explained that the terms of reference were for the Local Plan Panel at the beginning and then towards the end of the document they related to Scrutiny's role.

The Portfolio Holder for Planning said that the timetable had to be changed due to the implications of the pre-election period.

He set out the changes:-

- The Local Plan Panel meeting on 2<sup>nd</sup> July would move to 15<sup>th</sup> July.
- The Regulation 19 Plan, policies map and evidence base would be published on the 5<sup>th</sup> July.
- Scrutiny Committee would meet on 22<sup>nd</sup> July.
- Cabinet on 18<sup>th</sup> July.
- Council on 30<sup>th</sup> July - to consider the document and determine whether to proceed with the consultation, which would begin on 8<sup>th</sup> August for 8 weeks until the 3<sup>rd</sup> October.

He made the following additional points:

- The submission to the Department of Levelling Up, Housing and Communities (DLUHC) would be on track for December 2024 or early January 2025.
- The election was the only reason for the slippage.

The implications of the slippage in the timetable were discussed:-

- The possibility that the deadline set by DLUHC and the current Secretary of State would be missed, (this had been the case before the election was called but had been made worse).
- The implication that the 4-year land supply would not then hold the necessary weight with appeals.
- The Chair asked that there was an update in the July meeting as this was a matter of concern for the Council as they could be caught out on a technicality.

Councillor Sell said he welcomed the change to the timetable as it would enable vital meetings to be broadcast.

The Chief Executive said that DLUHC could not currently give any assurances as they were not making any decisions during the election period. He said that there was a sense of genuine understanding of the situation.

SC8

## **TIMELINE - PROCUREMENT OF HOUSING REPAIRS, MAINTENANCE AND CAPITAL IMPROVEMENTS PROVISION FROM 2025**

The timeline dates were discussed as Members were unclear about the start and end dates as some items were not complete in terms of percentage progress. The Chief Executive agreed that the data was not clear and said that how to share the data would be considered going forward.

The Chief Executive said that some of the timescales could be changed if the stakeholders decided that more urgency was needed. However this did have a cost implication and the specification could not be vastly enhanced due to the need to keep the contract affordable.

In response to Members questions the following comments were made by the Interim Director of Property:-

- The evaluation process would include tenants, leaseholders and Members, who would meet with each of the Suppliers and score them in terms of quality.
- The Contract would be a balance of quality against value, as the best service was not necessarily the cheapest.
- There would be two workstreams as the contract came to an end and the new contract started, in order to ensure that there was not a backlog of work and that residents were not adversely impacted. The first would be the demobilisation of the contract and the second involved meeting on a weekly and monthly basis with Uttlesford Norse Services Ltd (UNSL) to maintain the relationship with the Operational Director and to gain a clear understanding of what was outstanding.
- Concerns raised about the work carried out before the new contract was in place were valid, however, most of the staff involved would be TUPE'd to the new contract so it was in their interest to maintain a good relationship with the Council. There was also a contract in place which needed to be adhered to.
- There was a desire for Small, Medium Enterprises (SMEs) to be used for the new contract. It was not the intention to engage large global contractors, although the companies would need to be a reasonable size in order to ensure economies of scale.
- The UNSL operational staff were likely to transfer to the new Contractor, office staff were more likely to transfer to the Council.
- The standstill period was a right of appeal for those who had bid for the contract but were not successful, this was once the winner of the contract had been chosen but before the bid was formally awarded.
- There would be break clauses within the contract including one that stated that there would be no guarantee of the volume of work and a no fault break clause.
- Within the specification there were strong statements around social value, providing life chances, apprenticeships and environmental impact.
- There would be some subcontractors used within the contract especially carrying out capital works and reactive repairs. The contract would set out what was expected and details of the supply chain, it was the intention to keep the money in the area by using small local businesses.
- The contract would be checked to make sure that the national minimum wage was used to ensure that the workforce including sub-contractors were paid appropriately.
- Responsive repairs within the contract included, emergency, urgent and routine repairs, however this would be looked at again and made more specific. There was already consideration being given to an amendment to a 4 hour emergency response including a list of what items would be covered.
- The intention was that no backlog would be handed over onto the new contract. All reactive repairs would be completed and capital works would be finished by December 2024/January 2025. A programme of works would be compiled from the stock condition survey so that it was understood what needed to be carried out in the new contract.

- The stock condition survey was a rolling 5 year programme which would be carried out by the client team, but the contractor would assist in the validation of the surveys.

The Interim Director of Property drew the meetings attention to the average order value that would be used for the pricing mechanism of the reactive works. This involved a capped value which gave a number of benefits:-

- Reduced administration – avoided contract variations.
- Price certainty and budgeting.
- Incentive to do the work right first time as it would be a fixed price.

He said that the contract would have robust management to ensure delivery, with regular weekly meetings. He said that there were punitive measures, for example, a payment to residents for missed appointments and a timeline for voids which if missed would incur a cost penalty. He said that this was the industry norm and would be expected by the contractor.

The Chief Executive explained that the £8m figure for the contract was an upper cap as it could not be cross subsidised from other Council services, it was based on 2,800 properties and rent payer's money. He said that the contract had to cover both the reactive repairs and maintenance and the proactive capital works and therefore value for money was very important.

Councillor Coote said that there had been a background of failure but he was determined that the contract would be right and would be the best contract for the Council. He said that they had learnt from previous mistakes, the process had been overseen by senior staff members and more money would be spent on overseeing the contract which was essential to ensure the service was being delivered. He said that there had been problems with mould in aging properties and it had cost the Council money that had not been foreseen.

There was further discussion around social values to ensure that this did actually happen. The following points were made:-

- There would be monetary penalties if the social values and apprenticeship targets were not followed within the contract.
- There was some concern about not imposing too tight a regime.
- A decent contractor would want to take on apprentices as there were shortages in the workforce and it was expensive to engage experienced tradespeople.
- There were government incentives like the apprentice levies.

The Chief Executive said that along with the Leader, they were talking with Harlow College and others to provide training for specialist skills to meet the job requirements in the area, for example, a modern trade school to learn skills like air source heat pump maintenance and installation and electrical car engineering.

The Chair said that the document was very well written, with expertise and knowledge and was very reassuring to see. He thanked everyone involved in its collation.

The Chair said that it had been an informed debate, with excellent documentation he said that the Committee could have confidence in the document and in the process. This item would come back to the meeting at the end of the year.

**SC9 SPECIFICATION FOR HOUSING REPAIRS, MAINTENANCE AND CAPITAL IMPROVEMENTS PROVISION FROM 2025**

This item was taken along with the timeline above.

**SC10 ECONOMIC RECOVERY DELIVERY PLAN**

The Leader introduced the report, she said that the documentation was excellent.

She said that the report provided an update on the on going 3 year recovery plan and additionally the government schemes. The remaining year had a budget of £669K and was reviewed in May with 3 key priorities:-

- Business engagement and support
- Creating jobs and inward investment
- Creating a greener local economy

In response to Members questions the following points were made:-

- All businesses that were supported by the Economic Development Department were tracked, the team kept in contact with them and offered further help if required.
- Time was spent with businesses and business forums, including proactively seeking out the smaller businesses and farms and engaging with them to let them know the support that was on offer.
- There was a project to help farmers diversify.
- The Rebel School who received £18K, provided a course locally which had been on line, due to the nature of the district and difficulty in finding an appropriate location. The Rebel School kept in touch with people from the course and worked with them after the course.
- The funds for Harlow College were to sponsor the apprenticeship awards and the Check-in Stansted item was to sponsor the business expo, including a presence and an opportunity to engage and network with businesses.
- The skills requirements within the district were driven mainly by the Local Skills Improvement Plan which was within the Essex Chamber of Commerce. They were currently developing a new skills platform which would be launched later this year.
- As part of the UK Shared Prosperity programme, UDC were sponsoring a skills programme including HGV driving, project management courses, electrical vehicles and air source heat pump training.
- There was not the necessity to set up a UDC skills board as there were enough other boards and ways to engage and to provide that support.
- The £49,556 on the production of an eBook did provide value for money. It was aimed at the rural district and funded the initial set up of the project which had a 10-year life cycle. It gave support to the farming community of the district to enable them to diversify and expand their business.

Councillor Bagnall requested that acronyms were explained within the document.

*The meeting ended at 9pm*