



## Barbican Residential Committee

**Date:** MONDAY, 19 JUNE 2023  
**Time:** 1.45 pm  
**Venue:** COMMITTEE ROOMS, 2ND FLOOR, WEST WING, GUILDHALL

**Members:**

Mark Wheatley (Chairman)	Andrew McMurtrie
Anne Corbett (Deputy Chairman)	Timothy James McNally
Deputy Mark Bostock	Alderman Susan Pearson
Helen Fentimen	Ruby Sayed (Ex-Officio Member)
John Foley	Paul Singh
Steve Goodman	Ceri Wilkins
Frances Leach	Vacancy

**Enquiries:** Matthew Stickley, Governance and Member Services Manager  
Matthew.Stickley@cityoflondon.gov.uk

### Accessing the virtual public meeting

Members of the public can observe all virtual public meetings of the City of London Corporation by following the below link:

<https://www.youtube.com/@CityofLondonCorporation/streams>

A recording of the public meeting will be available via the above link following the end of the public meeting for up to one civic year. Please note: Online meeting recordings do not constitute the formal minutes of the meeting; minutes are written and are available on the City of London Corporation's website. Recordings may be edited, at the discretion of the proper officer, to remove any inappropriate material.

Whilst we endeavour to livestream all of our public meetings, this is not always possible due to technical difficulties. In these instances, if possible, a recording will be uploaded following the end of the meeting.

**Ian Thomas CBE**  
Town Clerk and Chief Executive

# AGENDA

1. **APOLOGIES**

2. **MEMBERS' DECLARATIONS UNDER THE CODE OF CONDUCT IN RESPECT OF ITEMS ON THE AGENDA**

3. **ORDER OF THE COURT OF COMMON COUNCIL**

To receive the Order of the Court of Common Council dated 27 April 2023 appointing the committee and setting its Terms of Reference.

**For Decision**  
(Pages 7 - 8)

4. **ELECTION OF A CHAIRMAN**

To elect a Chairman in accordance with Standing Order 29.

**For Decision**

5. **ELECTION OF A DEPUTY CHAIRMAN**

To elect a Deputy Chairman in accordance with Standing Order 30.

**For Decision**

6. **MINUTES OF THE PREVIOUS MEETING**

To agree the public minutes of the meeting held on 20 March 2023 as an accurate record.

**For Decision**  
(Pages 9 - 16)

7. **MINUTES OF THE BARBICAN ESTATE RESIDENTS CONSULTATION COMMITTEE**

To note the minutes of the Barbican Estate Residents Consultation Committee meeting of 5 June 2023.

**For Information**  
(Pages 17 - 24)

8. **UPDATE REPORT**  
Report of the Director of Community and Children's Services.  
**For Information**  
(Pages 25 - 28)
9. **YOU SAID/WE DID - OUTSTANDING ACTIONS**  
Report of the Director of Community and Children's Services.  
**For Information**  
(Pages 29 - 32)
10. **CHARGING POLICY FOR CAR PARKING AND STORES**  
Report of the Executive Director of Community and Children's Services.  
**For Decision**  
(Pages 33 - 46)
11. **BARBICAN ESTATE RESIDENTS ELECTRIC VEHICLE CHARGING**  
Report of the Executive Director of Community and Children's Services.  
**For Decision**  
(Pages 47 - 50)
12. **WINDOW CLEANING CONTRACT**  
Report of the Executive Director of Community and Children's Services.  
**For Decision**  
(Pages 51 - 80)
13. **FINAL RECONCILIATION REPORT OF BARBICAN ESTATE METERING AND BILLING ISSUES**  
Report of the City Surveyor.  
**For Information**  
(Pages 81 - 96)
14. **PROGRESS OF SALES AND LETTINGS**  
Report of the Executive Director of Community and Children's Services.  
**For Information**  
(Pages 97 - 100)

15. **BARBICAN ARREARS**

Report of the Executive Director of Community and Children's Services.

**For Information**  
(Pages 101 - 108)

16. **REVIEW OF THE BARBICAN ESTATE OFFICE**

Report of the Executive Director of Community and Children's Services.

**For Information**  
(Verbal Report)

17. **QUESTIONS ON MATTERS RELATING TO THE WORK OF THE COMMITTEE**

18. **ANY OTHER BUSINESS THAT THE CHAIRMAN CONSIDERS URGENT**

19. **EXCLUSION OF THE PUBLIC**

MOTION – That under Section 100(A) of the Local Government Act 1972, the public be excluded from the meeting for the following item(s) on the grounds that they involve the likely disclosure of exempt information as defined in Part 1 of the Schedule 12A of the Local Government Act.

**For Decision**

20. **NON-PUBLIC MINUTES**

To agree the non-public minutes of the meeting held on 20 March 2023 as an accurate record.

**For Decision**  
(Pages 109 - 110)

21. **BARBICAN ESTATE RESIDENTIAL TENANCY RENEWALS**

Report of the Executive Director of Community and Children's Services.

**For Decision**  
(Pages 111 - 116)

22. **LEASEHOLDER MATTERS**

Report of the Comptroller and City Solicitor.

**For Information**  
(Verbal Report)

23. **NON-PUBLIC QUESTIONS ON MATTERS RELATING TO THE WORK OF THE COMMITTEE**
  
24. **ANY OTHER BUSINESS THAT THE CHAIRMAN CONSIDERS URGENT AND WHICH THE COMMITTEE AGREES SHOULD BE CONSIDERED WHILST THE PUBLIC ARE EXCLUDED**

This page is intentionally left blank

LYONS, Mayor	<b>RESOLVED:</b> That the Court of Common Council holden in the Guildhall of the City of London on Thursday, 27 <sup>th</sup> April, 2023, doth hereby appoint the following Committee until the first meeting of the Court in April, 2024.
--------------	---

### BARBICAN RESIDENTIAL COMMITTEE

1. **Constitution**

A Non-Ward Committee consisting of,

- 7 Members who are non-residents of the Barbican Estate elected by the Court of Common Council, at least one of whom shall have fewer than five years' service on the Court at the time of their appointment
- 2 Members nominated by each of the following Wards/Sides of Ward:-
  - Aldersgate
  - Cripplegate Within
  - Cripplegate Without
- the Chairman or Deputy Chairman of the Community & Children's Services Committee (ex-officio)

The Chairman and Deputy Chairman of the Committee shall be elected from the Members who are non-residents of the Barbican Estate.

2. **Quorum**

The quorum consists of any three Members who are non-residents of the Barbican Estate.

3. **Membership 2022/23**

**Non-Residents:-**

- 4 (3) Andrew Stratton McMurtrie, J.P.
- 2 (2) Deputy John William Fletcher
- 6 (2) Mark Raymond Peter Henry Delano Wheatley

**Residents:-**

Nominations by the Wards of Aldersgate and Cripplegate (Within and Without), each for the appointment of two Members:

**Aldersgate**

Steve Goodman, O.B.E.  
Helen Lesley Fentimen, O.B.E.

**Cripplegate (Within and Without)**

Mark Bostock, Deputy  
Frances Leach  
Paul Singh  
Ceri Wilkins

together with the ex-officio Members referred to in paragraph 1 above and six Members to be appointed this day.

4. **Terms of Reference**

To be responsible for:-

- (a) the management of all completed residential premises and ancillary accommodation on the Barbican Estate, e.g. the commercial premises, launderette, car parks, baggage stores, etc. (and, in fulfilling those purposes, to have regard to any representations made to it by the Barbican Estate Residents' Consultation Committee);
- (b) the disposal of interests in the Barbican Estate pursuant to such policies as are from time to time laid down by the Court of Common Council.

This page is intentionally left blank



## **BARBICAN RESIDENTIAL COMMITTEE** **Monday, 20 March 2023**

Minutes of the meeting of the Barbican Residential Committee held at Committee Rooms, 2nd Floor, West Wing, Guildhall on Monday, 20 March 2023 at 1.45 pm

### **Present**

#### **Members:**

Deputy Mark Bostock  
Anne Corbett (Deputy Chairman)  
Helen Fentimen  
John Foley  
Steve Goodman OBE  
Elizabeth Anne King  
Ruby Sayed (Ex-Officio Member)  
Mark Wheatley (Chairman)

#### **Officers:**

Stephanie Robertson	- City Surveyor's Dept.
Barry Ashton	- Community and Children's Services Dept.
Helen Davinson	- Community and Children's Services Dept.
Jason Hayes	- Community and Children's Services Dept.
Anne Mason	- Community and Children's Services Dept.
Paul Murtagh	- Community and Children's Services Dept.
Rosalind Ugwu	- Community and Children's Services Dept.
Alan Bennetts	- Comptroller and City Solicitor's Dept.
Mark Gettleson	- Town Clerk's Dept.
Matthew Stickley	- Town Clerk's Dept.

### **1. APOLOGIES**

Apologies for absence were received from Deputy John Fletcher and Timothy McNally.

The Chairman expressed his thanks to the outgoing former Town Clerk to the committee, Julie Mayer, for her service to the committee and support to him as Chairman.

### **2. MEMBERS' DECLARATIONS UNDER THE CODE OF CONDUCT IN RESPECT OF ITEMS ON THE AGENDA**

There were no declarations of interest.

### **3. MINUTES OF THE PREVIOUS MEETING**

In discussion of the decisions of the last meeting of the Barbican Residential Committee, the committee discussed the Energy Doctor scheme, promotion of the scheme to residents, and eligibility for the scheme.

In response to a question, officers confirmed that a previous submission to the Policy and Resources Committee had been returned to the Barbican Residential Committee due to uncertainty about its accuracy. It was confirmed that, having been agreed as part of the minutes of the 9 December 2023 meeting, the resolution would be referred again to the Policy and Resources Committee with the clear support of the Barbican Residential Committee.

**RESOLVED** – That the minutes of the previous meeting held on 9 December 2022 be agreed as an accurate record.

4. **MINUTES OF THE BARBICAN RESIDENTS CONSULTATION COMMITTEE (RCC) HELD ON 6TH MARCH 2023**

The committee noted that the minutes of the 6 March 2023 meeting of the Barbican Estate Residents Consultation Committee would be presented to the next meeting of the Barbican Residential Committee.

At the invitation of the Chairman, the Chairman of the Barbican Estate Residents Consultation Committee addressed the meeting, summarising the 6 March 2023 meeting of the Barbican Estate Residents Consultation Committee.

The Chairman advised the committee that he would invite the Chairman of the Barbican Estate Residents Consultation Committee to address future meetings.

5. **ACTION TRACKER**

The committee noted the importance of dates in the action tracker being updated between meetings.

With respect of the Lambert Jones roof works, officers confirmed that quotes for the works had been shared with residents, that the cost was likely to be £500 per roof, and that preventative maintenance would be required to avoid issues in the future.

With respect of works to improve the condition of play areas, officers confirmed that works had been completed in early March 2023.

6. **2022/23 ELECTRICITY PRICE FORECAST UPDATE AND METER QUERY**

The committee received a report of the City Surveyor.

The committee discussed the costs associated with resolving issues with previous incorrect charging to residents, noting that the costs of resolving these issues would not be recharged to residents but borne by the City of London Corporation. The committee further discussed the value for money on the

supply arrangements, the agreement in place with South Farm Solar Ltd, and the delay in resolving charging issues.

**RESOLVED – To**

- Note the benefit of the PPA from 1st January 2023.
- Note that due to the benefits provided as a result of the PPA and the traded position, the EBDS commencing April 2023 may not be applicable as prices are under the threshold and there is a higher cap than under the previous government support scheme.
- Note that consumption and costs are currently validated via a contract with Team Energy Auditing Ltd. and via Sigma, the City's current energy monitoring software.
- Note that Total Energies are lodging a dispute with Elexon (the National Grid) regarding estimated data for Speed House.
- Note continued support with site regarding available supply capacity.

**7. FIRE SAFETY UPDATE**

The committee received a report of the Interim Executive Director of Community and Children's Services.

The committee noted that remedial works had commenced and that residents would not be disadvantaged position at the completion of all works. In response to questions, officers clarified that delays caused by lack of access to complete works related to receiving residents' permission to enter and complete works within their flats rather than to contractors not having access to the buildings in which the flats were located.

**RESOLVED – To note, consider, and comment on the report.**

**8. REPAIRS AND MAINTENANCE - RETENDER TIMELINE**

The committee received a report of the Interim Executive Director of Community and Children's Services.

The committee discussed the volume of complaints received from Barbican Estate residents, the management of the current contract, and arrangements for a working group to review the current service and inform future contract specifications.

In response to questions, officers advised that a combined maintenance contract between the Barbican Estate and Arts Centre had previously been in place but had not been successful, hence the two contracts being managed separately.

**RESOLVED – To note the report.**

**9. REPAIRS AND MAINTENANCE UPDATE**

The committee received a report of the Interim Executive Director of Community and Children's Services.

The committee noted that the option of payment plan had been communicated to residents and that they would be reminded of this in May 2023.

**RESOLVED** – To note the report.

10. **SAVILLES STOCK CONDITION SURVEY - ORAL UPDATE ON THE EARLY PROGRAMME**

The committee received a verbal update from officers of the Community and Children's Services Department.

The committee discussed the involvement of residents from the outset in the designing of estate surveys through established working parties, the Barbican Estate Residents Consultation Committee, and informal channels.

11. **BLAKE TOWER - ORAL UPDATE**

The committee received a verbal update from officers of the Community and Children's Services Department.

The committee noted that meetings were being held between the City of London Corporation and residents.

12. **BARBICAN HIGHWALK: PLANNED MAINTENANCE TO THE PUBLIC REALM - ORAL UPDATE**

The committee received a verbal update from officers of the Community and Children's Services Department.

The committee noted that some residents had raised concerns about the lighting of the high walk.

13. **DELIVERING THE RESIDENTIAL RESET**

The committee considered a report of the Deputy Town Clerk.

The committee welcomed the work underway to reset the Corporation's engagement with its resident population and noted a separate proposal to the Policy and Resources Committee regarding engagement with the City of London's worker population had also been agreed.

The committee expressed its concern regarding the withdrawal of hard copy ward newsletters, the additional expenditure on staff and associated events. In response to questions, officers confirmed that residential wards were defined in statute but that the proposals of the 'Residential Reset' programme would apply to all residents of the City of London, not merely those living within wards classified as residential.

In noting the provisions of Standing Order 12.7 of the Court of Common Council, a motion was moved by Deputy Mark Wheatley and seconded by Helen Lesley Fentimen, put to the vote, and agreed.

**RESOLVED**, that:

1. at the appropriate time, the Policy and Resources Committee assesses the impact of the removal of ward newsletters and what actions, if any, should be taken;
2. the Policy and Resources Committee considers what mitigations may be appropriate to address the removal of ward newsletters; and
3. when future decisions of the Policy and Resources Committee or its sub-committees are expected to have an impact upon Barbican Estate residents that the proposals are referred to the Barbican Residential Committee prior to such a decision being taken, and that other committees are consulted as appropriate.

**14. UPDATE REPORT**

The committee received a report of the Interim Executive Director of Community and Children's Services.

In response to questions, officers confirmed that completion of decoration works would be raised with the project manager and reported back to the committee in due course.

**RESOLVED** – To note the report.

**15. PROGRESS OF SALES AND LETTINGS**

The committee received a report of the Interim Executive Director of Community and Children's Services.

**RESOLVED** – To note the report.

**16. BARBICAN ARREARS**

The committee received a report of the Interim Executive Director of Community and Children's Services.

**RESOLVED** – To note the report.

**17. QUESTIONS ON MATTERS RELATING TO THE WORK OF THE COMMITTEE**

A question was raised about the status of the Barbican Estate Office Review. In response, officers confirmed that the consultant's initial report had been provided to members of the Barbican Residential Committee and Barbican Estate Residents Consultation Committee and that a meeting to discuss these

would be organised in due course. It was noted that the matter would be reported to the Barbican Estate Residents Consultation Committee and Barbican Residential Committee in the coming civic year.

A question was raised about prospective works in Shakespeare Tower and what costs would need to be met by residents and leaseholders. In response, officers offered to meet with members to discuss the matter further.

A question was asked about the timeline of works to refurbish lifts in Shakespeare Tower. In response, officers confirmed that the cost of the works were on schedule for the coming three years.

**18. ANY OTHER BUSINESS THAT THE CHAIRMAN CONSIDERS URGENT**

The Chairman asked officers that residents occasionally raised issues about access to car parks over weekends and asked officers to be alert to the issue.

**19. EXCLUSION OF THE PUBLIC**

**RESOLVED** – That under Section 100(A) of the Local Government Act 1972, the public be excluded from the meeting for the following items on the grounds that they involve the likely disclosure of exempt information as defined in Part I of the Schedule 12A of the Local Government Act.

**20. NON-PUBLIC MINUTES**

The committee noted that the minutes of the 6 March 2023 meeting of the Barbican Estate Residents Consultation Committee would be presented to the next meeting of the Barbican Residential Committee.

**21. BARBICAN ARREARS (NON-PUBLIC APPENDIX)**

The committee received a non-public appendix to the report of the Interim Executive Director of Community and Children's Services.

**22. BARBICAN ESTATE TENANCY RENEWALS**

The committee received a report of the Interim Executive Director of Community and Children's Services.

**23. NON-PUBLIC QUESTIONS ON MATTERS RELATING TO THE WORK OF THE COMMITTEE**

A question was asked in non-public session.

**24. ANY OTHER BUSINESS THAT THE CHAIRMAN CONSIDERS URGENT AND WHICH THE COMMITTEE AGREES SHOULD BE CONSIDERED WHILST THE PUBLIC ARE EXCLUDED**

There was no urgent business.

**The meeting ended at 3.58 pm**

-----  
Chairman

**Contact Officer: Matthew Stickley, Governance and Member Services Manager  
Matthew.Stickley@cityoflondon.gov.uk**

This page is intentionally left blank



## **BARBICAN ESTATE RESIDENTS CONSULTATION COMMITTEE** **Monday, 5 June, 2023**

Minutes of the meeting held at Guildhall at 6.30 pm

### **Members:**

Sandra Jenner - Chair	Deputy Mark Bostock - Frobisher Crescent
Jim Durcan - Deputy Chair	Miranda Quinney - John Trundle Court
Alderman Christopher Makin – Deputy Chair	David Lawrence - Lauderdale Tower
Adam Hogg - Chair, Barbican Association	Monique Long - Mountjoy House
Graham Wallace- Andrewes House	Jane Smith - Seddon House
Fiona Lean - Ben Jonson House	Guy Nisbett – Speed House
Andrew Tong - Brandon Mews	Rodney Jagelman - Thomas More House
John Taysum – Bryer Court	Petre Reid - Willoughby House
Helen Hudson – Defoe	

### **Officers:**

Emma Bushell	- City Surveyor's Dept.
Stephanie Robertson	- City Surveyor's Dept.
Barry Ashton	- Community and Children's Services Dept.
Paul Murtagh	- Community and Children's Services Dept.
Jason Hayes	- Community and Children's Services Dept.
Anne Mason	- Community and Children's Services Dept.
Helen Davinson	- Community and Children's Services Dept.
Matthew Stickley	- Town Clerk's Dept.

## **1. APOLOGIES**

Apologies for absence were received from Andy Hope of Breton House, for whom Deputy Randall Anderson attended as a substitute, and from Sandy Wilson, for whom Ted Reilly attended as a substitute. Frances Calman attended the meeting as a substitute for Alan Budgen of Cromwell Tower.

Apologies for absence were also received from Dave Taylor of Gilbert House.

Helen Hudson and Monique Long joined the meeting remotely.

## **2. MEMBERS DECLARATIONS UNDER THE CODE OF CONDUCT IN RESPECT OF ITEMS ON THE AGENDA**

There were no declarations of interest.

## **3. MINUTES**

**RESOLVED** – That the minutes of the meeting held on 6 March 2023 be agreed as an accurate record.

## **4. Update Report**

The committee received a report of the Executive Director of Community and Children's Services.

The committee discussed the redecoration works, following which officers confirmed that there was no reason residents could not meet with the Clerk of Works, including for snagging meetings, and that this would be confirmed to the Clerk of Works following the meeting.

In response to a request for a finalised financial summary of redecoration works, officers agreed to provide such a report, along with a Clerk of Works report for all remaining residential blocks on the estate once they had been received, to the members of the committee before its next meeting.

In response to questions regarding the accuracy of data within the report, the Town Clerk advised that reports were required to be prepared several weeks in advance of the meeting to allow for their publication in compliance with statutory deadlines.

The committee discussed the levying of service charges prior to lift refurbishment works commencing. Officers confirmed that charges would not be levied prior to works beginning. The committee discussed the offer of a service charge loan, which would be available in September 2024 once finalised accounts had been received, with officers confirming that an explanatory note would be provided to residents setting out the offer in further detail.

## **5. You Said/We Did - Outstanding Actions**

The committee discussed the accuracy of dates by which items had been added to the document. It was confirmed by officers that one action had been revised since the last meeting but that the listed actions would be reviewed following the meeting.

Officers agreed to share anonymised staff feedback with the Barbican Estate Residents Consultation Committee as listed as a previous action. The committee discussed the deferral of actions, including the response to the Residents' Survey and the revised Communications Strategy, to allow for completion of the Barbican Estate Office review.

## **6. Car Parking Charging Policy**

The committee received a report of the Executive Director of Community and Children's Services.

The committee discussed the proposal to increase car parking charges in line with Consumer Price Inflation, the number of rate freezes implemented in previous years, the valuation of the Barbican Estate spaces as compared to other local car parks, and the proposed expenditure earmarked for management and supervision costs. The committee further discussed the staffing of the estate's car parks and whether the recent addition of part-time staff would reduce the need for overtime payments. The committee discussed the charging of £1,564 per annum for Barbican Estate car parks as compared to approximately £800 per annum for other local car parks.

The committee discussed the decline in occupancy rates since 2006 and whether increases in charges had caused or exacerbated this; and whether charges indexed to occupancy rates might mitigate this decline in occupancy.

The committee welcomed the proposal to re-establish the Car Parking Charging Working Party and noted the recommendations which would be put to the Barbican Residential Committee.

## **7. Barbican Estate Electric Vehicle Charging Points**

The committee received a report of the Executive Director of Community and Children's Services.

The committee welcomed the proposal for an Electric Vehicle Charging Point Working Party to be re-established to review the electric vehicle charging point offer across the estate but expressed concerns about the proposed increase to charges, with concerns raised that demand for estate charging would be lessened because of local, on-street charging points being less expensive.

The committee discussed the use of the charging bays, recognising they seemed to be underutilised but that electric vehicle ownership rates were increasing annually and that use of the spaces was likely to increase over time.

In response to questions, it was confirmed that the current charges would remain in place if the Barbican Residential Committee did not agree to their increase at its next meeting.

It was proposed that the Barbican Estate Residents Consultation Committee recommend to the Barbican Residential Committee that it defer any decision on electric vehicle charging fees until such time as the Electric Vehicle Working Party could meet to further investigate the proposals. This was put to the committee and agreed.

## **8. Window Cleaning Contract**

The committee received a report of the Executive Director of Community and Children's Services.

The committee discussed the involvement of residents in the procurement of estate contracts, with officers apologising that residents had not been involved in the procurement under consideration. It was clarified that resident involvement in procurement exercises was valued by the City of London Corporation, had been useful to previous procurement exercises, and that it would continue to be sought in future. Involvement in procurement exercises for services paid for by Barbican Estate residents was welcomed by the committee.

The committee welcomed the news that the proposed contract included works not covered in previous contracts and discussed the structuring of charges across the blocks in the estate. It was clarified by officers that this was due to different blocks having different requirements for window cleaning.

The committee noted that the specification for the contractor included a requirement to report repair and maintenance issues identified when cleaning and discussed the importance of contract management in ensuring the works were completed to a suitable standard. It was confirmed that the cleaning method for the different classes of buildings would be reviewed and discussed with the contractor as part of the new specification.

The committee discussed the possibility of tendering contracts by lot to allow multiple suppliers to provide bespoke services.

The committee noted the recommendations which would be put to the Barbican Residential Committee.

## **9. Final Reconciliation Report of Barbican Estate Metering and Billing Issues**

The committee received a report of the City Surveyor.

The committee discussed the forecasted energy price for future years, noting that the City of London Corporation's energy supplier had purchased 52% of energy requirements for the coming year. It was confirmed that metring issues had now been resolved. The committee noted the credit of charges from previous years but noted that they would not be reimbursed to residents as they had not been included in charges over previous years.

The committee discussed the variation of standing charges, the amount of available capacity purchased, and requested clear information on the reconciliation of metring and billing. It was noted that estate residents were eligible for HM Government's Energy Bill Relief Scheme and that these discounts had been added to residents' energy bills.

The committee discussed the need to be presented with the outcome of the reconciliation exercise and for clear information which set out the charges, both actual and forecasted, for each residential block for the financial years affected by the incorrect billing.

**RESOLVED:**

- To note incorrect billing of usage due to estimated data has been rebilled on actual data with the exception of Speed House data, which will be rebilled by June 2023.
- To note the actions taken by City of London Corporation Energy Team and vendors to rectify and prevent incorrect billing.
- To note the analysis of some blocks for agreed available capacity that is now with the sites for review.

**10. Sales and Lettings**

The committee received a report of the Executive Director of Community and Children's Services.

**RESOLVED** – To note the report.

**11. Brandon Mews Canopy**

The committee received a verbal update from Community and Children's Services department staff.

The committee noted the work undertaken to establish a record of works on the roof canopy over previous years, and that future decisions would require expert advice.

Officers confirmed that a report providing an update on the work would be brought to the next meeting of the Barbican Estate Residents Consultation Committee.

**12. Fire Safety**

The committee received a verbal update from Community and Children's Services department staff.

It was noted that the majority of remedial works had been completed in Frobisher Crescent. The committee praised the work undertaken and the communication between officers, residents, and the contractor.

### **13. Blake Tower**

The committee received a verbal update from Community and Children's Services department staff.

Officers confirmed that the City of London Corporation continued to face challenges in engaging Redrow PLC and was close to taking legal action. The committee noted that Redrow PLC would be completing investigation surveys but that the City of London Corporation would be present at these surveys, including attendance from officers working in the areas of fire safety and building control.

### **14. Working Party**

The committee received updates from working parties of the Barbican Estate.

With regard to the Leaseholder Service Charge Working Party update, the committee noted that errors in repairs and maintenance estimate charges for four estate blocks had led to confusion for residents and not been clearly explained.

With regard to the Asset Management Working Party update, the committee discussed the need for proper project management of the stock condition survey and that the stock condition should be considered in the long-term.

With regard to the Underfloor Heating Working Party update, the committee noted that the Comptroller and City Solicitor's Department had provided advice on lease amendments to allow for individual controls. Officers agreed to take up the matter further with the Comptroller and City Solicitor's Department to seek a resolution to the issue.

### **15. Questions on matters relating to the work of the Committee**

A question was asked about the circulation of minutes of the meeting, to which the Town Clerk confirmed that the draft minutes of the meeting would be circulated shortly after the meeting to allow for submission to the Barbican Residential Committee meeting of 19 June 2023. The Chair advised that she and the Town Clerk were to meet in the coming days to discuss the scheduling of meetings and coordination between the Barbican Estate Residents Consultation Committee and Barbican Residential Committee more generally.

A question was asked regarding the necessity of maintenance and redecoration works to be undertaken in the coming weeks and the inadequate communication to residents to prepare for these works. In response, officers confirmed that they would be meeting with residents in the coming days to discuss the works but that the coming weeks would see the contractor undertake pre-work surveys rather than the works themselves. It was confirmed that the contractor was aware of a local population of falcons and that their surveys and works would not disturb their habitat.

The Chair confirmed that, as discussed at the last meeting of the committee, the Barbican Estate Residents Consultation Committee nominees to support the procurement for a general repairs contract would be Ted Reilly and Jane Northcote.

**16. Any other Business that the Chairman considers Urgent**

There was no urgent business.

**The meeting ended at 20:45.**

-----  
Chairman

**Contact Officer: [matthew.stickley@cityoflondon.gov.uk](mailto:matthew.stickley@cityoflondon.gov.uk)**

This page is intentionally left blank



# Agenda Item 8

<b>Committee:</b>	<b>Date(s):</b>	<b>Item no.</b>
Residents' Consultation Committee	5 June 2023	
Barbican Residential Committee	19 June 2023	
<b>Subject:</b> Update Report		
<b>Report of:</b> Director of Community and Children's Services		<b>Public</b>
<b>Summary</b>		
<b>Barbican Estate Office</b>		
1. Agenda Plan		
<b>Property Services – see appendix 1</b>		
2. Public Lift Availability		
3. Redecorations		
4. Window Frame Survey Update		
Recommendations that the contents of this report are noted.		

## **Background**

This report updates members on issues raised by the Residents' Consultation Committee and the Barbican Residential Committee at their meetings in January 2022. This report also provides updates on other issues on the Estate.

### **1. Agenda Plan**

The table below includes a list of pending committee reports in 2023

#### **Residents' Consultation Committee & Barbican Residential Committee**

<b>Report Title</b>	<b>Officer</b>	<b>RCC Meeting Date</b>	<b>BRC Meeting Date</b>
Independent Review	Rosalind Ugwu Paul Murtagh	<u>Date TBC</u>	<u>Date TBC</u>

Action Tracker	BEO	<b><u>4 Sept</u></b> Report deadline is: <b>16.08.23</b>	<b><u>11 Sept</u></b> Report deadline is: <b>30.08.23</b>
Fire Safety Update	Paul Murtagh		
Blake Tower - Oral Update	Paul Murtagh		
Breach of Lease protocol	Helen Davinson		
2022/3 Revenue Outturn (Excluding the Residential Service Charge Account)	Anne Mason/Chamberlains		
Relationship of BRC Outturn Report to Service Charge Schedules – <b>RCC Only</b>	Anne Mason		
Progress of Sales & Lettings	Anne Mason		
Arrears Report ( <b>BRC Only</b> )	Anne Mason		
Working Party Updates ( <b>RCC Only</b> ) <ul style="list-style-type: none"> <li>Gardens Advisory</li> <li>Asset Maintenance</li> <li>Background Underfloor Heating</li> <li>Leaseholder Service Charge</li> <li>SLA</li> </ul>	Working Parties		
Update Report: <ul style="list-style-type: none"> <li>Main update - Agenda Plan 2023</li> <li>Property Services Update (Appendix 1)</li> </ul>	BEO		
<ul style="list-style-type: none"> <li>Action Tracker</li> </ul>	BEO	<b><u>27 Nov</u></b> Report deadline is: <b>15.11.23</b>	<b><u>11 Dec</u></b> Report deadline is: <b>29.11.23</b>
Fire Safety Update	Paul Murtagh		
Blake Tower - Oral Update	Paul Murtagh		
Service Charge Expenditure & Income Account - Original Budget 2023/24 & Original Budget 2024/25	Chamberlains		
Revenue & Capital Budgets – Original	Chamberlains		

Budget 2023/24 and Original 2024/25 - Excluding dwellings service charge income & expenditure			
Progress of Sales & Lettings	Anne Mason		
Arrears Report ( <b>BRC Only</b> )	Anne Mason		
Annual Resident Survey	BEO		
Working Party Updates ( <b>RCC Only</b> ) <ul style="list-style-type: none"> <li>• Gardens Advisory</li> <li>• Asset Maintenance</li> <li>• Background Underfloor Heating</li> <li>• Leaseholder Service Charge</li> <li>• SLA</li> </ul>	Working Parties		
Update Report: <ul style="list-style-type: none"> <li>• Main update - Agenda Plan 2023</li> <li>• Property Services Update (Appendix 1)</li> </ul>	BEO		

**Contact:**

Helen Davinson, Resident Services Manager

Tel:

020 7029 3963

E:mail:

[barbican.estate@cityoflondon.gov.uk](mailto:barbican.estate@cityoflondon.gov.uk)

This page is intentionally left blank

**Resident Consultation and Barbican Residential Committees**

**Outstanding Actions (formerly You Said, We Did)**

Date Added	Subject	Action Agreed	Responsible Officer	Target Meeting Date – RCC and BRC	Update
March 2020 - RCC	Barbican Highwalk – Planned Maintenance of the Public Realm	This relates to additional funding for the walkways, for the inspection and maintenance for a number of items, i.e., smoke vents, drainage gulleys, railings, planters, benches and signage. There are currently no funds available, but Officers will continue to review if there are any savings to progress any of these works.	Paul Murtagh		Report requested for Mar 23 Committee by RCC Chair. BRC members noted a survey would follow to ascertain if £50K set aside is adequate. Oral update to March committees <b>Monies have been identified and Assistant Director currently identifying priorities. Thanks to members who have aided with this. Staff have conducted a walkabout to identify any issues.</b>
September 2020 - RCC	Leaseholder Service Charge Working Party	The Assistant Director had been working with residents on the Working Party in respect of a detailed review of service charges; looking at efficiency savings that could protect and possibly reduce charges in the future. This would be an extensive piece of work, likely to take about six months, and the findings would be reported to both the RCC and BRC. It was stressed that any benefits from the findings of the Working Party would not become apparent until the next financial year.  A special BRC committee meeting will be held in <i>October/November 2022 (or a report will go to December</i>	Paul Murtagh, Anne Mason, and Rosalind Ugwu	Nov/Dec 2022	Altair Consultants has been appointed to independently review the service. Paul Murtagh has written to all residents about this. Altair is expected to conclude its review in Feb/Mar 23. Final report expected in February 2023 Assistant Director also agreed that the RCC could be provided with anonymised staff feedback as well as resident comments. Interim report expected before 31.12.22 to be share with committee members.

**Resident Consultation and Barbican Residential Committees**

**Outstanding Actions (formerly You Said, We Did)**

		<i>BRC</i> ) to review the paper BEO and Concierge Service Update. This will follow consultation with RCC.			A further special meeting of the RCC and BRC will be held following March committees.  <b>Meeting held 24.05.23</b>
Jan 2022 - RCC and BRC	Brandon Mews Canopy	An oral update detailing options for cleaning was presented at the September committees	Paul Murtagh	Nov/Dec 2022	A meeting was held with the BM House Group on 1 November. A further oral update will be present to Nov/Dec meetings. Options appraisal and timeline to be presented to BRC in June 23  <b>Following a meeting with resident representative on 11 May, there will be an oral update presented to June committees.</b>
September 2022 - RCC and BRC	Savills' Stock Condition Survey	Savills to present to both Committees, a summary of the Barbican Stock Condition Survey	Jason Hayes	Nov/Dec 2022	Online meeting held on 16 November, with a presentation from Savills. Attended by members of RCC and BRC. The presentation was recorded and will shortly be publicised via the weekly bulletin. An early programme to be presented to March 2023 committees  <b>Would a revised structure assist with the management of this programme? Assistant Director to review. Residents to be</b>

**Resident Consultation and Barbican Residential Committees**

**Outstanding Actions (formerly You Said, We Did)**

					<b>involved through established working parties as well as RCC and informal channels</b>
September 2022 – RCC and BRC	Energy	<p>Updates required on:</p> <ul style="list-style-type: none"> <li>• Heating cost reconciliation for past years</li> <li>• Power Purchase Agreement. When this comes into being. What is the unit rate until that point?</li> <li>• Information on demand side response as requested by the UFH working party</li> </ul>	Graham Low	Nov/Dec 2022	<p>A report will be presented to Nov/Dec committees. Cost of reconciliation will not be charged to residents. 70% of outstanding queries have been resolved. A further report will be presented to March committees</p> <p><b>A further report is being presented to June committees</b></p>
November 2022 - RCC	Resident Survey	An action plan would be produced and presented to committee	Rosalind Ugwu		This will now be presented at the special meeting where the outcome of the Altair review will be discussed.
November 2022 - RCC	Window Cleaning Contract	Concerns expressed about cleaning method for sub-podium flats (a Reach & Wash system is currently used) and this will be reviewed in the revised specification	Rosalind Ugwu		<p>Reach and Wash methodology has to be used for Health and Safety reasons. Our current contractor has reviewed how frequently the water is changed in this equipment and increased the frequency and this contract is being supervised and inspected more thoroughly.</p> <p><b>Report to June committees</b></p>
November 2022 - BRC	Lambert Jones Roof	<ul style="list-style-type: none"> <li>• Expected that remedial works will be complete before Christmas 2022</li> </ul>	Jason Hayes		Work could not complete by end of December due to temperatures being too cold

**Resident Consultation and Barbican Residential Committees**

**Outstanding Actions (formerly You Said, We Did)**

		<ul style="list-style-type: none"> <li>Residents will not bear any additional costs in terms of delays</li> </ul>			<p>to finish the decorations of the front door sets. Door sets are now finished, and quotations are being obtained for an additional level of protection to the roof areas and therefore help in preventing the drainage to block again. Quotes are already in for cyclical maintenance to the drainage and are to be shared with residents.</p> <p><b>Brickwork repairs scheduled to be complete by mid-June 2023. Approval from all LJM leaseholders being sought for the application of a special coating to the roof.</b></p>
<b>March 2023 BRC and RCC</b>	<b>Major Works - redecorations</b>	<ul style="list-style-type: none"> <li>To ensure the reporting of blocks completed is accurate</li> </ul>	<b>Jason Hayes</b>		<b>Please see June Update report</b>
<b>March 2023 BRC and RCC</b>	<b>R&amp;M – window frame survey</b>	<ul style="list-style-type: none"> <li>Window Frame survey – to share with residents once complete</li> </ul>	<b>Mike Saunders</b>		<b>Please see June Update report</b>



<b>Committee(s)</b>	<b>Dated:</b>
Residents Consultation Committee – For comment Barbican Residential Committee – For decision	05 June 2023 19 June 2023
<b>Subject:</b> Charging Policy for Car Parking and Stores	<b>Public</b>
<b>Which outcomes in the City Corporation’s Corporate Plan does this proposal aim to impact directly?</b>	<b>1, 4 and 12</b>
<b>Does this proposal require extra revenue and/or capital spending?</b>	<b>N</b>
<b>If so, how much?</b>	<b>£</b>
<b>What is the source of Funding?</b>	
<b>Has this Funding Source been agreed with the Chamberlain’s Department?</b>	
<b>Report of:</b> Judith Finlay, Executive Director of Community and Children's Services	<b>For Decision</b>
<b>Report author:</b> Barry Ashton, Estates Services Manager	

## Summary

The context for the review of the Charging Policy for Car Parking and Stores on the Barbican Estate includes the following:

- Expenditure on car parking on the Barbican Estate has for some years exceeded income;
- The Barbican Residential Committee (BRC) originally agreed in 2018 a direction of travel for Car Parking fees to £1,500 over 3 years with staggered increases, however increases were held in 2019 and the fees for car parking were last increased in September 2020;
- The City Corporation had agreed budget envelopes that each of the service committees would use to deliver their services in 2021/22. These budget envelopes would help the City of London Corporation (the Corporation) achieve an average saving in Corporation funding of 12% across the City Fund and City Cash budgets for 2021/22 and on-going, effectively £391,000 from the Car Park Account (City Fund);
- The Barbican car parks are underused with a large number of vacant car parking spaces that have been put to much better use (such as the provision of storage units for residents);
- Storage units remain a popular facility for residents, with potential for further expansion within the car parks.

At its meeting in June 2021, the BRC received a report on the Charging Policy for Car Parking and Stores on the Barbican Estate. The Committee agreed to pause the car park space charge and to increase charges against the stores. Officers have reviewed the current levels and made the following recommendations for the 2023-2024 year.

## Recommendation(s)

The **Barbican Residential Committee** is asked to endorse the following recommendations:

1. That all car parking and store licence fees are to be subject to increase calculated with reference to the increase in CPI published in March 2023 by the Office for National Statistics. The CPI published in March 2023 showed a year-on-year increase of 10.1%.
2. Increase to be applied to fees from September 2023, to allow appropriate notice to be given to car park and store users.
3. The BRC to review all Barbican car parking and storage fees in 2024.

### Car Parking

4. To increase the Barbican annual residential car park licence charge by (CPI) 10.1% to £1,564 per parking space.
5. To increase the miscellaneous charges by (CPI) 10.1% for motorcycles (to £281), bicycle lockers (to £106), bicycle pods (to £37) and Temporary Daily Car Parking (to £12).
6. The Barbican annual residential car park charge per premium parking space to be £2,346 per annum (based on 1.5 times the charge for a standard car bay).

### Stores

7. Increase the rents for **stores within Barbican buildings** (that is, stores not constructed in the car parks which are all classed as small/standard stores) by (CPI) 10.1% to £30 per square foot per annum.
8. To increase rents for the **resident stores in the car parks** by (CPI) 10.1% to £23 per square foot per annum.
9. To increase rents for the **non-resident stores in the car parks** by (CPI) 10.1% to £47 (including VAT) per square foot per annum.

## Main Report

### Background

10. Expenditure on car parking on the Barbican Estate has for some years significantly exceeded income.
11. In 2017 Members agreed that a Member/Officer Working Party be established to carry out further work on the Charging Policy, bringing reports back to the

BRC. Four of the five members of the Member/Officer Working Party are no longer Members of the BRC.

12. At its meeting in June 2021 the BRC approved the following:

#### **Car Parking**

- The Barbican car park charge per parking space for the ensuing year be paused at £1,420 per annum, subject to review in 2022.
- An increase in the Miscellaneous Charges of 5% for motorcycles (to £255), bicycle lockers (to £96), bicycle pods (to £34) and temporary daily car parking (to £11) and all subject to review again in 2022.

#### **Stores**

- Rents for stores within Barbican buildings (that is, stores not constructed in the car parks which are all classed as small/standard stores) be increased to £27.50 per square foot per annum and subject to review again in 2022.
- An increase in rents for the residential new stores in the car parks for the ensuing year of 5% to £21.30 per square foot per annum, subject to review in 2022.
- An increase in rents for the non-resident new stores in the car parks for the ensuing year of 5% to £42.60 (including vat) per square ft and per annum, subject to review in 2022.

### **Current Position**

13. There are currently 1272 usable car bays within the Barbican Estate's car parks. The occupancy of each car park is provided in Appendix 1.
14. The history of occupancy and charges for residential car parking at the Barbican Estate is provided in Appendix 2. The car parks on average have lost 18 residential users year on year over the last 10 years, with current residential lets at 534.
15. Appendices 3 and 4 provide a history of occupancy and charges for storage facilities at the Barbican Estate. Storage occupancy has constantly been high and is currently at 88%.
16. Temporary Daily Car Parking income was £51,311 last financial year, through charges applied to vehicles visiting the Barbican Estate, without a long-term residential car park licence. All miscellaneous charges are listed in Appendix 5, alongside the historical fees and those proposed in recommendation 5.

## Options

### Car Parking

17. The recommendation took into consideration a number of factors with regards to Car Park charges:
- Occupancy and its history with regard to elasticity of demand (see appendices 1 & 2);
  - The deficit on the car park account and the objective of raising revenue so as to reduce the deficit (see appendix 6);
  - The independent review of the Barbican Estate Office.
18. There were two options for car park charges, including the miscellaneous charges:
- Pausing the Barbican car park charges (particularly the annual parking fee of £1,420) for the ensuing year and subject to review again in 2024;
  - Increase the Barbican's miscellaneous charges and the car parking space charge to £1,564 per annum (as originally agreed at BRC in 2018 as the direction of travel) and subject to review again in 2024.

### Stores

19. The recommendation took into consideration a number of factors with regards to Store rents:
- Occupancy schedules for car park stores and block stores (see appendices 3 and 4);
  - The deficit on the car park account and the objective of raising revenue so as to reduce the deficit (see appendix 6);
  - Income exceeds expenditure within the (block) storage account (see appendix 7);
  - The independent review of the Barbican Estate Office.
20. There were two options for store rents:
- Pausing the Barbican store rents for the ensuing year and subject to review again in 2024;
  - Increase the Barbican store rents and subject to review again in 2024;

## Proposals

### Car Parking

21. To increase the Barbican annual residential car park licence charge by (CPI) 10.1% to £1,564 per parking space. Potential providing £76,896 in additional income based on current occupancy.
22. To increase the miscellaneous charges by (CPI) 10.1% for motorcycles (to £281), bicycle lockers (to £106), bicycle pods (to £37) and Temporary Daily Car Parking (to £12). Potential providing £10,500 in additional income based on current usage.
23. The Barbican annual residential car park charge per premium parking space to be £2,346 per annum (based on 1.5 of the charge for a standard car bay).

### Stores

24. Increase the rents for **stores within Barbican buildings** (that is, stores not constructed in the car parks which are all classed as small/standard stores) by (CPI) 10.1% to £30 per square foot per annum. This potentially provides £31,072 in additional income based on current occupancy.
25. To increase rents for the **resident stores in the car parks** by (CPI) 10.1% to £23 per square foot per annum. Potentially providing £30,965 in additional income based on current occupancy.
26. To increase rents for the **non-resident stores in the car parks** by (CPI) 10.1% to £47 (including VAT) per square foot per annum.

### Financial implications

27. The Corporation had agreed a budget envelope to achieve an average saving in funding of 12% across the City Fund and City Cash budgets commencing 2021/22, effectively £391,000 from the Car Park Account (City Fund).
28. Expenditure and income summaries for the relevant accounts for the last two financial years are provided in appendices 6 and 7.

### Conclusions (FOR CONSIDERATION BY THE BRC)

29. The City has a duty to achieve a reasonable return from its assets having regard to market levels and any net surplus generated benefits the City Fund. These measures would increase revenue by an estimated £149,433 at current levels of occupancy.

30. Approval of the recommendations will support efforts to address the Barbican Estate's car park account continued issue of expenditure exceeding income, with the additional revenue into the Corporation's City Fund.

31. Members of the BRC are asked to endorse the annual review and the recommendations laid out in paragraphs 1-9 of this report.

## **Appendices**

- Appendix 1 – Car Park Occupancy
- Appendix 2 – Occupancy & Charge History of Car Parking
- Appendix 3 – Occupancy & Charge History of Stores
- Appendix 4 – Current and Proposed Store charges & occupancy
- Appendix 5 - Miscellaneous Charges – History and Proposed Charges
- Appendix 6 - Financial Budgetary Control Report - Car Parking Account
- Appendix 7 - Financial Budgetary Control Report – Block Stores

## **Background Papers**

- Charging Policy for Car Parking and Stores – June 2021
- Proposals for the Implementation of the 12% Efficiency Savings for 2021-22 – June 2021
- Service Based Review - March 2016

### **Report Author:**

Barry Ashton, Estate Services Manager  
Department of Community and Children's Services  
barry.ashton@cityoflondon.gov.uk

# Appendix 1

## Barbican Estate Car Parking Location Occupancy – March 2023

CAR PARK	ANDREWES	BRETON	BUNYAN	CROMWELL	DEFOE	LAUDERDALE	THOMAS MORE	SPEED	01 WILLOUGHBY	03 WILLOUGHBY	TOTALS
<b>SOLD</b>	8	0	1	7	31	13	9	112	3	76	<b>260</b>
<b>RESIDENTIAL</b>	80	56	51	41	79	59	79	28	60	1	<b>534</b>
<b>COMMERCIAL</b>	0	0	0	0	0	0	0	1	24	0	<b>25</b>
<b>VACANT</b>	46	71	68	44	52	34	59	14	47	19	<b>454</b>
<b>TOTALS</b>	<b>134</b>	<b>127</b>	<b>120</b>	<b>92</b>	<b>162</b>	<b>106</b>	<b>147</b>	<b>155</b>	<b>133</b>	<b>96</b>	<b>1272</b>
Occupancy Percentage	66%	44%	43%	52%	68%	68%	60%	91%	65%	80%	64%

# Appendix 2

## Occupancy & Charge History of Barbican Estate Car Parking

Date	Charge	Residential Let Bays	% Change
June 2006	£990	863	-1%
Dec 2007	£990	848	-2%
Oct 2008	£990	820	-3%
Oct 2009	£1,038	777	-5%
Oct 2010	£1,038	752	-3%
Oct 2011	£1,070	744	-1%
Oct 2012	£1,126	737	-1%
Nov 2013	£1,155	718	-3%
Nov 2014	£1,183	691	-4%
Nov 2015	£1,210	682	-1%
Sept 2016	£1,225	679	-1%
Nov 2017	£1,225	648	-5%
June 2018	£1,258	653	+1%
Sept 2019	£1,340	615	0%
Jun 2020	£1,340	626	+2%
Sep 2020	£1,420	577	-8%
Mar 2021	£1,420	564	-2%
Mar 2022	£1,420	579	+3%
Mar 2023	£1,420	534	-8%



# Appendix 3

## Occupancy & Charge History of Barbican Estate Stores

Date	13.Sq FT		32 Sq.FT		41 Sq Ft		43 Sq.Ft		61 Sq.FT		86 Sq.Ft	
Aug-19	998	£326	98	£448	46	£574	79	£860	36	£1,220	53	£1,720
Aug-20	998	£326	93	£448	47	£574	116	£860	49	£1,220	50	£1,720
Apr-21	997	£331	87	£640	45	£820	146	£873	49	£1,238	50	£1,746
Apr-22	994	£358	83	£672	48	£861	171	£916	49	£1,300	50	£1,832
Apr-23	971	£358	78	£672	53	£861	145	£916	42	£1,300	46	£1,832

# Appendix 4

## Current and Proposed Store charges & occupancy – April 2023

Location	Stores	Size	Current Rent per annum at April 2023		Occupancy as of April 2023				Proposed Rent per annum from Sept 2023		Potential Additional Income – per annum
		Sq. ft.	£ per sq. ft.	Price per annum	Let	Vacant	Total	%	£ per sq. ft.	Price per annum	
Car Park	Large	43	21.3	£916	145	62	207	70%	23	£989	£10,585
Car Park	Extra Large	61	21.3	£1,300	42	14	56	75%	23	£1,403	£4,326
Car Park	Extra Extra Large	86	21.3	£1,832	46	4	50	92%	23	£1,978	£6,716
Car Park	Transportable	32	21	£672	78	28	106	74%	23	£736	£4,992
Car Park	Large	41	21	£861	53	1	54	98%	23	£943	£4,346
Block	Standard	13	27.5	£358	971	79	1,050	92%	30	£390	£31,072

# Appendix 5

## Miscellaneous Charges – History and Proposed Charges

### *Motorcycle Annual Charges*

Charge	Date
£226	September 2016
£235	September 2017
£239	September 2019
£239	September 2020
£255	September 2021
<b>£281*</b>	<b>September 2023</b>

### *Bicycle Locker Annual Charges*

Charge	Date
£85	September 2015
£86	September 2016
£88	September 2017
£90	September 2019
£90	September 2020
£96	September 2021
<b>£106*</b>	<b>September 2023</b>

### *Bicycle Pods Annual Charges*

Charge	Date
£30	September 2016
£30	September 2017
£30	September 2018
£31	September 2019
£31	September 2020
£34	September 2021
<b>£37*</b>	<b>September 2023</b>

Page 43

### *Temporary Car Parking Charges*

Charge	Date
£10.23	September 2017
£10.45	September 2019
£10.45	September 2020
£11	September 2021
<b>£12*</b>	<b>September 2023</b>

\* ***Bold italics to be reviewed by the Barbican Residential Committee***

# Appendix 6

## Financial Budgetary Control Report - Car Parking Account

	Budget (Full Year) £	2022/23 £	2021/22 Year-End £
<b>Budgetary Control Report</b>			
Date: 11-MAY-2023 12:10:02			
CTC=DAR30 (Car Parking)			
<b>Total Employee Expenses</b>	1,117,000.00	1,177,878.12	1,105,158.57
Total Repairs and Maintenance	351,000.00	312,813.72	292,303.95
Total Energy Costs	0.00	13,747.51	0.00
Total Rates	47,000.00	44,712.50	44,362.50
Total Water Services	32,000.00	31,672.17	<b>-22,536.25</b>
Total Cleaning and Domestic Supplies	1,000.00	1,862.25	4,198.60
Total Premises Related Expenses	431,000.00	404,808.15	318,328.80
Total Transport Related Expenses	0.00	0.00	42.98
Total Equipment, Furniture and Materials	4,000.00	15,573.75	19,034.33
Total Clothes, Uniform and Laundry	3,000.00	1,199.49	524.51
Total Printing, Stationery and General Office Expenses	0.00	66.28	81.46
Total Fees and Services	1,000.00	5,179.17	5,556.47
Total Communications and Computing	3,000.00	3,319.21	3,144.70
Car Parking Contributions to Funds and Provisions (EV Grant/exp)	0.00	<b>-74,113.73</b>	133,844.52
Total Supplies and Services	11,000.00	<b>-48,775.83</b>	162,185.99
<b>Support Services</b>			
Car Parking - IS Staff Recharge	15,000.00	17,415.30	20,870.25
Car Parking - Premises Insurance	33,000.00	38,098.36	34,730.57
Car Parking - Liability Insurance	4,000.00	6,060.40	6,012.97
Total Support Services	52,000.00	61,574.06	61,613.79
<b>Central Risk</b>			
Notional Interest Charge (OB)	73,000.00	83,400.00	73,200.00
Car Parking - Ops Buildings Notional Interest	73,000.00	83,400.00	73,200.00
Total Operational Buildings			
Notional Interest Charge (E)	0.00	98.27	57.92
Car Parking - Equipment Notional Interest	0.00	98.27	57.92
Total Notional Interest Charge			
Depreciation (E)	2,000.00	1,749.36	1,597.07
Car Parking - Equipment Depreciation	2,000.00	1,847.63	1,654.99
Total Equipment	75,000.00	85,247.63	74,854.99
Total Capital Charges			
<b>Recharges within Committee</b>			
Car Parking - Supervision and Management	277,000.00	220,934.84	205,729.56
Car Parking - Service Charge Account - Cleaning	15,000.00	15,000.00	27,439.76
Car Parking - Service Charge Account - Lighting	27,000.00	72,630.30	38,786.52
Total Recharges within Committee	319,000.00	308,565.14	271,955.84
<b>Recharges within Fund</b>			
Car Parking - Technical Services - DCCS	48,000.00	53,014.02	52,966.33
Total Recharges within Fund	48,000.00	53,014.02	52,966.33
Total Expenditure	2,053,000.00	2,042,311.29	2,047,107.29
<b>Income</b>			
Car Parking - Charges for Services	-37,000.00	-67,975.28	-68,445.83
Car Parking - Administration Charges	-12,000.00	-7,042.51	-12,690.00
Total Fees and Charges for Services, Use of Facilities, Admission and Letting	-49,000.00	-75,017.79	-81,125.83
<b>Service Charges Income</b>			
Car Parking Service Charges on account	-266,000.00	-312,233.42	-291,553.64
Car Parking Balancing Service Charges	0.00	-9,942.44	-79,941.28
Total Service Charges Income	-266,000.00	-322,175.86	-371,494.92
<b>Rent Income</b>			
Car Park Store Rent	-449,000.00	-385,814.96	-392,498.89
Car Parking Rent	-921,000.00	-833,776.26	-926,550.62
Total Rent Income	-1,370,000.00	-1,219,591.22	-1,319,049.51
Total Rents, Tithes, Acknowledgements and Way Leaves	-1,636,000.00	-1,541,767.08	-1,690,544.43
Total Customer Client Receipts	-1,685,000.00	-1,616,784.87	-1,771,670.26
Total Income	-1,685,000.00	-1,616,784.87	-1,771,670.26
<b>Total Net Expenditure/Income</b>	368,000.00	425,526.42	275,437.03

# Appendix 7

## Financial Budgetary Control Report – Block Stores (not those within the Car Parks)

### Budgetary Control Report

Date: 11-MAY-2023 12:30:05

CTC=DAF40 (Stores)

	CY LAB Budget (Full Year) £	2022/23 YTD £	2021/22 Year-End £
Total Employee Expenses	0.00	13,668.50	0.00
Total Repairs and Maintenance	9,000.00	6,257.12	11,965.49
Total Cleaning and Domestic Supplies	0.00	3,593.34	3,555.00
Total Premises Related Expenses	9,000.00	9,850.46	15,520.49
Contributions to Funds and Provisions			
Stores - Contributions to Funds and Provisions	0.00	1,224.68	1,142.19
Total Contributions to Provisions	0.00	1,224.68	1,142.19
Total Supplies and Services	0.00	1,224.68	1,965.19
Central risk			
Notional Interest Charge (OB)			
Stores - Ops Buildings Notional Interest	113,000.00	123,600.00	113,100.00
Total Capital Charges	113,000.00	123,600.00	113,100.00
Recharges within Committee			
Stores - Supervision and Management	52,000.00	46,559.56	19,810.07
Stores - Service Charge Account - Cleaning	6,000.00	6,000.00	6,000.09
Total Recharges within Committee	58,000.00	52,559.56	25,810.16
Total Expenditure	180,000.00	200,903.20	156,395.84
Income			
Total Fees and Charges for Services, Use of Facilities, Admission and Lettings	0.00	-558.00	-434.00
Service Charges Income			
Stores - Service Charges on account	-1,000.00	-2,757.12	-2,593.04
Stores - Balancing Service Charges	0.00	-222.05	-2.65
Total Service Charges Income	-1,000.00	-2,979.17	-2,595.69
Rent Income			
Stores - Rent	-286,000.00	-353,343.66	-345,107.78
Total Rents, Tithes, Acknowledgements and Way Leaves	-287,000.00	-356,322.83	-347,703.47
Total Customer, Client Receipts	-287,000.00	-356,880.83	-348,137.47
Total Income	-287,000.00	-356,880.83	-348,137.47
Total Net Expenditure/Income	-107,000.00	-155,977.63	-191,741.63

This page is intentionally left blank

<b>Committee(s)</b>	<b>Dated:</b>
Residents Consultation Committee – For comment Barbican Residential Committee – For decision	05 June 2023 19 June 2023
<b>Subject:</b> Barbican Estate Residents Electric Vehicle Charging	<b>Public</b>
<b>Which outcomes in the City Corporation’s Corporate Plan does this proposal aim to impact directly?</b>	<b>1, 4 and 11</b>
<b>Does this proposal require extra revenue and/or capital spending?</b>	<b>N</b>
<b>If so, how much?</b>	<b>£</b>
<b>What is the source of Funding?</b>	
<b>Has this Funding Source been agreed with the Chamberlain’s Department?</b>	
<b>Report of:</b> Judith Finlay, Executive Director of Community and Children's Services	<b>For Decision</b>
<b>Report author:</b> Barry Ashton, Estates Services Manager	

### Summary

The report provides an update on the provision of Electric Vehicle Charging Points (EVCP) across the Barbican Estate Car Parks following their introduction in 2018.

This report is also for decision, regarding the increase in electricity fees provided to users of the EVCP at the Barbican Estate.

### Recommendation(s)

**The Barbican Residential Committee (BRC)** is asked to endorse the following recommendations:

1. From September 2023 EVCP users to be charged £0.73 per kWh of for the electricity they use, incorporating the EVCP maintenance costs and electricity standing charges into that usage fee;
2. Officers to pursue additional funding for the possibility of further EVCP’s across the Barbican Estate Car Parks;
3. The re-introduction of a resident and officer Electrical Vehicle Working Party (EVWP), via the RCC to assist in a potential Infrastructure funding project and report back to this committee.

## **Main Report**

### **Background**

4. In 2016, a Working Party was established by the BRC. This was to look to pilot the introduction of EVCP's across the Estate.
5. In 2018, a pilot of charging points for 30 EVCP bays (Phase 1) were installed in five car parks on the Barbican Estate (Breton, Bunyan, Cromwell Tower, Thomas More and Willoughby). The Low Emission Neighbourhood scheme funded an initiative for the electrical infrastructure, charge points and pilot study which included free electric charging for users.
6. This funding ceased in April 2019 and a charging policy was agreed for current users, but further work was required on the long-term proposals for an extension of EVCP on the Barbican Estate.
7. In 2020 the BEO contacted a number of different grant schemes including the Office for Low Emission Vehicles to ascertain the viability of securing additional funding via the On-Street Residential Chargepoint Scheme for the provision of additional EVCP on the Barbican Estate (Phase 2). It was confirmed that funding for our application was accepted, for off-street underground car parks.
8. Following a number of on-site inspections by the potential provider of the scheme, the electrical infrastructure with a further 32 EVCPs was installed into the remaining Barbican Car Parks (Andrewes, Defoe, Lauderdale and Speed as Phase 2) in the summer of 2021.
9. The installation of the current 62 EVCP's on the Estate, the pilot and the associated costs including the electrical infrastructure has been totally funded through these grants, with no charge to residents or the Car Park Account.
10. In June 2021 the BRC approved the EVCP Working Party proposal that EVCP users are directly billed £0.16 per kW by BP Chargemaster for the electricity they use and the standing charges for electricity per car park location.

### **Current Position**

11. EV users currently pay £0.16 per kW, however the billed cost to the BEO is currently £0.4036 per kW and the average daily standing charge is £1.11 per site per day.
12. The current shortfall is funded from the Car Park Account (City Fund).
13. The maintenance contract with BP Pulse is currently £7,200 per annum to cover all sites and with no call out charges. Officers were able to reduce this contract from its original cost of £15,500 in its initial first year.



14. Reliability and connectivity for EVCP users continues to be closely monitored by officers. The BEO invested in the above maintenance contract and WiFi facilities into car parking areas with lower signal reception.
15. The Government has launched a consultation and funding opportunity for local authorities in capital funding under the UK Government's Local Electric Vehicle Infrastructure (LEVI) Fund. The BE's distribution boards are currently at capacity and an estimated minimum of £1m could be needed if further charging points are required in the future.
16. The LEVI Fund will help local authorities in England significantly scale up the delivery of local chargepoints, enabling more residents, to switch to EVs. As a critical enabler, capability funding will ensure local authorities have dedicated staff to undertake the planning and delivery of charging infrastructure, while capital funding will support charge point purchase and installation costs.

## **Options**

17. The costs of electricity must be met by the user only, however there are two possible solutions listed regarding the EVCP electricity fees:
  - a) Incorporate the EVCP maintenance costs and electricity standing charges into the usage fee and from September 2023, EV Users to be charged £0.73 per kW via BP Pulse (formerly BP Chargemaster, the provider) and subject to review again in 2024;
  - b) From September 2023, EVCP users to be charged at the domestic cost of £0.41 per kW via BP Pulse, adding any maintenance costs to the general Car Park Account and subject to review again in 2024;

## **Proposals**

18. That the Barbican Residential Committee approve the following:
  - a) From September 2023 EVCP users to be charged £0.73 per kWh of for the electricity they use, incorporating the EVCP maintenance costs and electricity standing charges into that usage fee;
  - b) Officers to pursue alternative funding schemes for the possibility of further EV Charging points across the Barbican Estate Car Parks;
  - c) The re-introduction of a resident and officer Electrical Vehicle Working Party (EVWP), via the RCC to assist in the potential (LEVI) Infrastructure funding project and report back to this committee.

## **Conclusions (FOR CONSIDERATION BY THE BRC)**

19. The Barbican is proud to be the only Multi Residential Estate to provide Electric Vehicle Charging in the UK and this project continues to be extremely successful, due to the collative joint working between residents and officers.

20. It is unfortunate to increase the costs to residents, however the costs of the electricity must be met by the user.

## **Appendices**

*None*

## **Background Papers**

- Electric Vehicle Charging Update - June 2021
- Barbican Estate Residents Electric Vehicle Charging Policy – March 2019
- Barbican Estate Residents Electric Vehicle Charging Infrastructure - January 2019
- Electric Vehicle Charging Points Pilot Project - June 2017

## **Barry Ashton**

Estate Services Manager

Department of Community and Children's Services

barry.ashton@cityoflondon.gov.uk

<b>Committee(s):</b> Residents Consultation Committee – For comment Barbican Residential Committee – For decision	<b>Dated:</b> 05 June 2023 19 June 2023
<b>Subject:</b> Window Cleaning Contract	<b>Public</b>
<b>Which outcomes in the City Corporation’s Corporate Plan does this proposal aim to impact directly?</b>	1, 2, 11 and 12
<b>Does this proposal require extra revenue and/or capital spending?</b>	<b>N</b>
<b>If so, how much?</b>	<b>£</b>
<b>What is the source of Funding?</b>	
<b>Has this Funding Source been agreed with the Chamberlain’s Department?</b>	<b>Y/N</b>
<b>Report of:</b> Judith Finlay, Executive Director of Community and Children's Services	<b>For Decision</b>
<b>Report author:</b> Rosalind Ugwu, Interim Head of Barbican Estate	

## Summary

This report advises members on the outcome of the process to select a new service provider for the provision of window cleaning contract across the Barbican Residential Estate.

The contract would be for an initial six-year period with an early termination for convenience after three years. It is intended the contract would start in August 2023 subject to Barbican Residential Committee (BRC) approval and a 35-day consultation period prior to issue of contract.

## Recommendation(s)

The BRC is asked to endorse the following recommendations:

1. That the tender submitted by All Clean London in the sum of £1,503,110 over six years be accepted and that they provide the window cleaning services for the Barbican Estate on an initial six-year period with an early termination for convenience after three years.
2. That the Comptroller and City Solicitor be instructed to draw up the contract with All Clean London subject to the leasehold consultation process and the 10-day mandatory standstill period referred to in this report having expired.

3. The current contract with Parkers is extended for a further month to allow for an estimated contract start date of 1 August 2023 and an adequate mobilisation period with All Clean London

## **Main Report**

### **Background**

4. The window cleaning for the Barbican Estate is currently contracted to W Parkers & Sons on a contract which began on 20 October 2016 and continued three extensions which expired on 31 March 2023
5. The Procurement Strategy considered two options, an undertaking procurement exercise for a new contract or continuation of existing contract. The route to market options considered either a one stage procurement (FTS (Find a Tender Service) – PCR 2015) or restricted procedure. The process involved an analysis of the advantages and disadvantages of these options and concluded the one stage procurement process was the most appropriate.
6. Tenders were invited for the six-year period 2023-2029, with early termination for convenience after three years. The City received eleven bids in response to the contract notices (advertisement) entered via the FTS (no longer the official journal of the EU) and Contracts Finder.
7. Following the tender evaluation ten of the eleven companies were judged to have met the City's minimum requirements set out in the qualification stage of the tender. The ten bidders that passed the P&T Criterion are as follows: -
  - ABM UK
  - All Clean London
  - BPM Cleaning and Maintenance Services Ltd
  - ECSS (Enterprise Cleaning & Support Services)
  - Majestic Cleaning Ltd
  - New Concept general Cleaning Company
  - NSS Group
  - Principle Cleaning Services Limited
  - Ryemead Commercial Cleaning Limited
  - W Parker & Son (Croydon) Limited
8. The bidders were evaluated against both professional & technical ability to identify who had sufficient qualitative experience and expertise to undertake the contract. The criteria are as follows:

<b>Technical Criteria</b>	<b>Weighting</b>
---------------------------	------------------

Professional & Technical Ability	Pass/Fail
Quality Assurance	8%
Supervision & Management	8%
Staff & Training	6%
Programming	4%
Contract & Communication	9%
Responsible Procurement	15%
<b>Total</b>	<b>50%</b>
<b>Commercial Criteria (Price 50%)</b>	<b>Weighting</b>
Pricing Schedule	50%
Schedule of Rates	For Info

A more detailed summary of the procurement process can be found at Appendix 1

### Current Position

9. The current supplier is 'W Parker & Sons' and the supplier we are proposing to award is 'All Clean London.' A mobilisation period will need to be programmed including adherence to TUPE requirements. The process will begin once Parkers have been given notice and the mandatory 10-day standstill has expired.
10. The tender submissions included a rigorous set of specification requirements attached at Appendix 2 and provides an enhancement in the contract management criteria and KPI (Key Performance Indicators) requirements.
11. The tenders received were evaluated by a panel of officers:
  1. Rosalind Ugwu – Interim Head of Barbican Estate
  2. Barry Ashton – Estate Services Manager
  3. Kristina Jackson – Sustainable Supply Chain Manager (Main evaluator for the Responsible procurement and social value questions)
12. The moderation session for technical responses was conducted on the 18 April 2023, and was chaired by an independent moderator from the City of London Procurement Team.
13. The current contract with W Parker and Sons was entered into on 20 October 2016 and has been subject to three extensions and a further extension of 3 months from 1 April to 30 June 2023 to accommodate the procurement timeline.
14. The delay in the retendering process, due to staff turnover, meant that resident involvement was not feasible although individual resident feedback and section 20 responses have been considered throughout the procurement process

15. The recommended tender is from All Clean London in the sum of £232,377 per annum. An increase of 18% on the current contract at £189,454 per annum
16. The -three month extension on the current contract saw an increase of 16%, with an increase on the monthly fee from £15,787 to £18,750.00 (negotiated down from the initial quotation of £19251.04 at 2.5%) per calendar month.
17. A --block-by-block comparison of window cleaning costs for the core service under the current and proposed arrangements is provided at Appendix 3.
18. During the process, the Chamberlain and the Comptroller & City Solicitor have been consulted.

### **Options**

19. The recommendation took into consideration the following two options with regards to the winning tender submitted by All Clean London:
  - a. That the tender submitted by All Clean London in the sum of £1,503,110 over six years be accepted and that they provide the window cleaning services for the Barbican Estate on an initial six-year period, with an early termination for convenience after three years;
  - b. That the tender submitted by All Clean London in the sum of £1,503,110 over six years is not accepted pending the submission of additional information.
20. There are two options for an adequate mobilisation of the new contractor:
  - a. The current extended contract with W Parkers & Sons is extended for a further month to allow for an estimated contract start date of 1 August 2023;
  - b. The Parkers contract expires on 30 June 2023, with a 1-month suspension in window cleaning services to residents.

### **Proposals**

21. That the tender submitted by All Clean London in the sum of £1,503,110 over six years be accepted and that they provide the window cleaning services for the Barbican Estate on an initial six-year period with an early termination for convenience

22. All Clean London providing the highest score for the award criteria and the lowest price.

## Key Data

23. The table below provides the total scores against the predetermined award criteria with All Clean London achieving the highest score across all four award criteria:

AWARD CRITERIA	BIDDERS									
	ABM UK	All Clean Services	BPM Cleaning and Maintenance Services Ltd	ECSS (Enterprise Cleaning & Support Services)	Majestic Cleaning Ltd	New Concept General Cleaning	NSS Group	Principle Cleaning Services	Ryemead Commercial Cleaning	W Parker & Sons
Commercial 50%	34.18	50.00	29.63	48.26	39.17	38.01	38.01	47.14	39.17	42.98
Technical 35%	35.00	35.00	30.40	31.80	23.00	32.40	25.40	30.00	21.80	32.40
RP/SV 15%	10.00	13.00	4.00	13.00	9.00	5.00	9.00	11.00	8.00	11.00
<b>Total Weighted Score:</b>	<b>69.18</b>	<b>85.00</b>	<b>60.03</b>	<b>80.06</b>	<b>62.17</b>	<b>70.41</b>	<b>63.41</b>	<b>77.14</b>	<b>60.97</b>	<b>75.38</b>
Order of Tenders:	6	1	10	2	8	5	7	3	9	4

24. The table below provides details of the six-year costs from each supplier, with an average commercial bid across all 10 suppliers for a six-year contract is £1,834,976. All Clean London proving the lowest price:

Commercial Summary										
Price Element / Item: Total Overall Price										
	BIDDERS									
	All Clean Services	BPM Cleaning and Maintenance Services Ltd	W Parker & Sons	ABM UK	ECSS (Enterprise Cleaning & Support Services)	Majestic Cleaning Ltd	New Concept General Cleaning Company	Ryemead Commercial Cleaning Limited	Principle Cleaning Services	NSS Group
Price	£1,503,110.07	£2,536,764.20	£1,748,495.84	£2,198,814.53	£1,557,160.62	£1,782,009.80	£1,532,907.00	£1,918,637.83	£1,594,381.11	£1,977,488.77
Average	£1,834,976.98									
Lowest Price	£1,503,110.07									
Highest Price	£2,536,764.20									
Difference from Lowest Price	0.00%	68.77%	16.33%	46.28%	3.60%	18.55%	1.98%	27.64%	6.07%	31.56%
Weighted Score	50.00	29.63	42.98	34.18	48.26	42.17	49.03	39.17	47.14	38.01

25. A block-by-block comparison of window cleaning costs for the core service under the current and proposed arrangements is provided at Appendix A.

## Corporate & Strategic Implications

Strategic implications – None

## Financial implications -

26. The tender submitted by All Clean London provided the following breakdown of costs per year.

Year 1	£232,377.06
Year 2	£239,348.37
Year 3	£246,528.82
Year 4	£253,924.69
Year 5	£261,542.43
Year 6	£269,388.70

The original Barbican Estate Office 2023/24 budget included a provision of £199,000 for the window cleaning contract. The tender submitted by All Clean is 16.75% higher than the original budget. The majority of the cost is charged to the Service Charge Account, and approximately 97% is recoverable from long leaseholders.

**Resource implications -None**

## Legal implications -

Legal Services will oversee the section 20 and TUPE procedures:  
Under the consultation provisions of the Landlord and Tenant Act 1985 (amended by the Commonhold and Leasehold Reform Act 2002), the City must consult twice with all its long lessees – prior to going out to tender and then once the tender exercise has been completed. Each consultation lasts 30 days. The initial consultation was carried out 8 December 2022 to 12 January 2023 and elicited 10 queries. The second consultation will take place prior to the 10-day mandatory standstill period and subject to the recommendations of this Report being approved by BRC on 19<sup>th</sup> June 2023.

The placing of the contract will have implications under the Transfer of Undertakings (Protection of Employment) Regulations 2006. It is understood that the appropriate discussions will take place between the current contractor and the new service provider.

Once the section 20 process has been completed the Project Team will manage the following processes:

The Public Contracts Regulations 2006 provide for a mandatory cooling off period of ten days to be introduced before any contract which is caught by the full regime of the Regulations can be formally awarded. The mandatory cooling off period enables



anyone who was unsuccessful to challenge a Contracting Authority's decision to award a contract.

The introduction of the mandatory cooling off period for this contract will require letters being sent to all the unsuccessful tenderers and any unsuccessful economic operator who expressed an interest in tendering for the contract setting out the following: -

The criteria for award of the contract.

The name of the winning Tenderer and its score.

The score of the unsuccessful Tenderer/economic operator.

At the same time, a letter can be sent to the successful Tenderer confirming that its tender has been accepted subject to there being no challenge to the contract award following the introduction of the mandatory cooling off period. The likelihood of any challenge cannot be known at this stage.

In accordance with the Regulations, feedback has been provided where requested to those economic operators who were not selected to tender for the contract. The City as a Contracting Authority as defined by the Regulations must provide feedback to any economic operator who was unsuccessful.

**Risk implications** – None

**Equalities implications** – To ensure our compliance with the public sector Equality Duty 2010 an Equality Impact Assessment was carried out on 26/05/2023 and no impact on the protected characteristics was identified

**Climate implications** – The tender process required comprehensive responses and commitments within the Responsible procurement and social value criteria. All Clean London's submission is available on request.

Security implications - None

## **Conclusion**

A panel made up of officers has undertaken a rigorous process based on quality and price and recommends that All Clean London are awarded the contract to provide window cleaning services for the Barbican Estate.

The new contract provides a robust contract management framework to improve service standards and a suite of KPIs (Key Performance Indicators) to monitor performance and provide regular reports to residents

## **Appendices**

Appendix 1 – PT8: Tender Award Report  
Appendix 2 – Specification of requirements  
Appendix 3 – Block by block cost comparison

**Rosalind Ugwu, Interim Head of the Barbican Estate**  
Department of Community and Children's Services  
[rosalind.ugwu@cityoflondon.gov.uk](mailto:rosalind.ugwu@cityoflondon.gov.uk)

Contract Manager:  
Barry Ashton, Estate Services Manager  
Department of Community and Children's Services  
[barry.ashton@cityoflondon.gov.uk](mailto:barry.ashton@cityoflondon.gov.uk)

# Appendix 1



## PT8 - Tender Award Report

This document is used to summarise the procurement process

<b>Report Title</b>	Barbican Estate Window Cleaning Contract
<b>Report Author</b>	Tracey Orekoya
<b>Report Date</b>	03/05/2021
<b>Procurement Reference</b>	Itt_COL_16692

### High Level Summary

<b>Key Area</b>	<b>Outcome</b>
<b>Purpose of Report</b>	Authorisation to Award tender
<b>Tender Process</b>	One Stage Open Procurement (PCR 2015)
<b>Proposed Provider</b>	<b>All Clean Services</b>
<b>Cost (Inc. VAT)</b>	£1,503,110 over 6 years
<b>Potential Risks</b>	<p>There are no potential risks in relation to awarding this contract, however they is a 35-day consultation period that needs to be completed before the stand-still letters can be issued out to the bidders. The incumbent supplier is currently W Parker &amp; Sons and the supplier that we are proposing to award to is "All Clean Services". The current contract with W Parker &amp; Sons has been extended until the 30<sup>th</sup> of June 2023. A mobilisation period will commence once the 10- day stand period is over and they are no challenges from any of the bidders.</p> <p>During the Mobilisation period, TUPE will be co-ordinated by the incumbent and the new incoming supplier. The contract manager for this will ensure that there is a smooth transition and mobilisation from the incumbent to the new supplier.</p>

### Detailed Summary

#### 1. Summary

Details of what needs to be approved and a list of key areas covered by the report

This report requests the approval to award the contract to All Clean Services

#### 2. Recommendations

Details of who the contract is to be awarded to, proposed contract term, extensions and other relevant details  
City Procurement undertook a One Stage Procurement (PCR 2015) tender process, the City received eleven (11) bids.

Upon concluding the tender evaluation and moderation of the Barbican Estate Window Cleaning Services and the Technical responses, the recommendation is to award the Contract to All Clean Services.

#### 3. Current Service Provision

Details of current supplier, contract arrangements, expiry dates and potential exit issues.

Currently, the City has a contract with W Parker and Sons. A 35-day notice of proposal which is a 35- day consultation period with the city of London residents is being observed. Once this has been completed, the stand -still letters will be issued to the bidders.

#### 4. Evaluation Summary

Overview of the tender process including SQ and ITT outcomes; evaluation criteria and weighting, evaluation outcomes including overview of the top 3 ranked suppliers.

Following the tender evaluation, 11 bids were received but 10 bidders passed the minimum requirements set out in the Qualification stage of the tender. They were evaluated against the pre-determined award criteria, then scored against the qualitative elements and then the Commercial aspects.

The total scores against the pre-determined award criteria are set out below against the Technical and Commercial elements: -

AWARD CRITERIA	BIDDERS									
	ABM UK	All Clean Services	BPM Cleaning and Maintenance Services Ltd	ECSS (Enterprise Cleaning & Support Services)	Majestic Cleaning Ltd	New Concept General Cleaning	NSS Group	Principle Cleaning Services	Ryemead Commercial Cleaning	W Parker & Sons
Commercial 50%	34.18	50.00	29.63	48.26	39.17	38.01	38.01	47.14	39.17	42.98
Technical 35%	35.00	35.00	30.40	31.80	23.00	32.40	25.40	30.00	21.80	32.40
RP/SV 15%	10.00	13.00	4.00	13.00	9.00	5.00	9.00	11.00	8.00	11.00
<b>Total Weighted Score:</b>	<b>69.18</b>	<b>85.00</b>	<b>60.03</b>	<b>80.06</b>	<b>62.17</b>	<b>70.41</b>	<b>63.41</b>	<b>77.14</b>	<b>60.97</b>	<b>75.38</b>
<b>Order of Tenders:</b>	<b>6</b>	<b>1</b>	<b>10</b>	<b>2</b>	<b>8</b>	<b>5</b>	<b>7</b>	<b>3</b>	<b>9</b>	<b>4</b>

In total, there were three evaluators involved in the Barbican Estate Window Cleaning Tender evaluation, Rosalind Ugwu, (Interim Head of Barbican Residential Estate), Barry Ashton (Estate Services Manager) who assessed the tenders, evaluating the Qualification Minimum Requirements & Technical responses. Kristina Jackson was the main evaluator for the Responsible procurement/ social value questions. However, the social value questions were also evaluated by Rosalind Ugwu and Barry Ashton.

The Moderation session for the Technical Responses was carried out on the 18<sup>th</sup> April 2023, the Moderation session was chaired by an independent moderator (a procurement and contracts manager based at City of London Procurement). She was present and ensured the moderation session went smoothly.

#### 4.2 – Tender Results

**Rank 1 – All Clean Services**

**Rank 2 –ECSS (Enterprise Cleaning & Support Services)**

**Rank 3 – Principle Cleaning Services**

**Rank 4 –W Parker & Sons**

**Rank 5 – New Concept General Cleaning Company**

**Rank 6 – ABM UK**

**Rank 7 – NSS Group**

**Rank 8 – Majestic Cleaning Ltd**

**Rank 9 – Ryemead Commercial Cleaning**

**Rank 10 -BPM Cleaning and Maintenance Services Ltd**

#### 5. Savings, efficiencies and benefits

Pricing overview, including cost type (fixed cost, schedule of rates etc) and cashable and non-cashable savings achieved.

The baseline figure for this tender was £1,421,289.00 as stated in the PT3 form. The average commercial bid across all the 10 suppliers for a 6-year contract is (£1,834,976). The winning bidder's final cost is £1,503,110.

Details of the 6-year costs from each supplier is detailed in the table below.

Commercial Summary										
Price Element / Item: Total Overall Price										
BIDDERS										
	All Clean Services	BPM Cleaning and Maintenance Services Ltd	W Parker & Sons	ABM UK	ECSS (Enterprise Cleaning & Support Services)	Majestic Cleaning Ltd	New Concept General Cleaning Company	Ryemead Commercial Cleaning Limited	Principle Cleaning Services	NSS Group
Price	£1,503,110.07	£2,536,764.20	£1,748,495.84	£2,198,814.53	£1,557,160.62	£1,782,009.80	£1,532,907.00	£1,918,637.83	£1,594,381.11	£1,977,488.77
Average	£1,834,976.98									
Lowest Price	£1,503,110.07									
Highest Price	£2,536,764.20									
Difference from Lowest Price	0.00%	68.77%	16.33%	46.28%	3.60%	18.55%	1.98%	27.64%	6.07%	31.56%
Weighted Score	50.00	29.63	42.98	34.18	48.26	42.17	49.03	39.17	47.14	38.01

## 6. Lessons Learnt

The tender process for this project was relatively straight forward and no particular issues was noted during the tender process.

No post tender clarifications were raised during the moderation sessions and the evaluators were satisfied with the results of the tender process.

## 7. Contract Management Plan

Details of the person's managing the contract covering roles and responsibilities of individual staff.

Jack Doherty and & Barry Ashton will be the contract managers for this contract.

## 8. Responsible Procurement

Details of responsible procurement to be delivered by the contractor, and explain which of the RP Commitments will be included in the contract

The winning bidder called "All Clean Services" have signed up to the 5 commitments which they have stated within their bid. They are listed below:

### Commitment 1

- Targeted work placements - Create two four-week work placement opportunities for students over the first two years of this contract.
- Traineeships, Recruitment opportunities - Offer one 12-month traineeship opportunity for Year 1 and Year 2 of the contract respectively.

### Commitment 2

- Deliver six one-hour skills workshops to NEETs.
- Commit sixteen people hours to mentor NEETs

In order to maximise the value of the community initiatives, All clean Services will meet monthly with CoL representatives to track their annual progress in achieving community commitments, e.g. via a record of employee volunteering hours.

### Commitment 3

- Take part in or host an industry event to promote diversity and inclusion in the sector aimed at promoting under-represented groups.

- Host an industry event on International Women’s Day in 2024 and each consecutive Women’s Day thereafter.

All developments regarding the organisation will be communicated to CoL directly via monthly review meetings, accompanied by a comprehensive summative report post-event, which will include:

- Social media engagement in terms of impressions and shares
- Number of enquiries via information listed on the flyer.
- Number of attendees and registrations
- Attendee demographics
- A summary of the highlights
- Feedback received.

**Commitment 4**

- Trial a new social enterprise or diverse-owned enterprise that you have not used before for one of your business services e.g., event catering, print, design, digital marketing, IT reclamation.

All Clean services will support two social enterprises and diverse-owned enterprises by trialling a business for one of our services like print design and digital marketing, via:

- Forming an initial connection and working collaboratively with representatives from London CDA through initial and six-monthly meetings – to share forthcoming opportunities for work with local community businesses and VCSEs. Additionally, we will utilise noticeboards on the premises to advertise future requirements that can be offered to organisations supporting individuals into work, such as digital marketing, signage or print design.

**Commitment 5:**

- As part of a workshop, All clean services will present a report and Q&A session on an area of progress that that the City Corporation has a commitment to improve e.g., pay parity and representation, climate action, responsible investment etc.

In line with CoL’s commitment to achieving net zero across their supply chains by 2040 and supporting the achievement of net zero for the Square Mile by 2040, we are working towards carbon neutrality by 2030.

To support this initiative, Amy will organise an annual industry event within the first six months contract award at a nearby venue in central London (i.e. Bedford House Community Centre), inviting our corporate partners, such as M&M Window Cleaning and Eco Window Cleaning London, to participate in a discussion on how to offset carbon and combat climate change.

<b>9. Approval Sign Off</b>	
<b>Department project lead</b>	
<b>Name</b>	Barry Ashton
<b>Position</b>	Estate Services Manager
<b>Date approved</b>	12/05/2023
<b>Comments</b>	
<b>Commercial Service</b>	

---

<b>Name</b>	Kayleigh Salisbury
<b>Position</b>	Commercial Lead
<b>Date approved</b>	12/05/23

---

<b>9. Appendices</b> Final evaluation score summary, savings certificate, etc No Appendices required.
--

This page is intentionally left blank



## Appendix 2

### City of London Housing Window Cleaning

#### Specification of Requirements

##### 1. Window Cleaning

1.1 The Contractor shall provide a comprehensive Window Cleaning Service throughout the Barbican Estate delivered in a safe and efficient manner. The window cleaning function will seek to minimise degradation, enhance asset life cycle, and ensure the Barbican Estate high standards and image are maintained. The Contractor is required to provide a high-quality service as defined within the scope of this specification. The standard of cleaning as specified is to be evident at the agreed time of monitoring. The Contractor must assist the City meet its ambitious Climate Action Strategy by reducing environmental impacts during delivery of this service.

1.2 The Contractor shall also undertake window cleaning activities in specialist/unique areas as directed by The Barbican Estate Office. The Contractor shall be responsible for supervising and monitoring the provision of the Services to ensure windows are cleaned to a high quality. This is in addition to the audits undertaken in conjunction with The Barbican Estate Office.

1.3 The Specification for Window Cleaning consists of the following documents:

- Service & Pricing document
- Specification Appendices – Site Maps (multiple files that include the name of the site in the file name)

1.4 The Barbican Estate premises and assets are grouped accordingly and listed in the 'Service & Pricing' document.

The diversity of property owned and managed by the City of London includes the Barbican Residential Estates for which window cleaning services are required. The Contractor is to be aware of access, logistic, operational, safety and sensitivity issues associated with window cleaning, the latter of which particularly pertains to working on and in close proximity to. The City reserves the right to add and remove properties over the life of the contract.

##### 2. Window Cleaning Standards to all Glazing and Framework

2.1 These Standards shall apply to all glazing within the Specification Area and will be used to measure Contractor performance in providing the Service. The following Standards are those which are expected to be produced upon the immediate completion of window cleaning by the Contractor.

2.2 The Contractor shall clean internal and external glazing as listed within the specification, internally and externally. The Site Pack provides information in relation to window cleaning for individual premises and the following cleaning standard shall be applied:

2.2.1 All floors, furniture, resident's property, and fittings are to be adequately protected before the commencement of work.

2.2.3 The Contractor shall leave glazing clean, dry, and free from smears. There must be no evidence of run marks, Verdigris, stains or finger marks on glass, window ledges, sills, paintwork, or surrounds.

2.2.4 Adjacent surfaces, including sills, mullions, frames, and structural parts associated with the glass, shall also be left free from liquid spillage, smears, and cleaning marks.

2.2.5 For all areas of internal glazing surface, the Contractor shall wash clean, and wipe away any residue water on the frames. This includes glazing for windows and doors and the wiping down of the residue water on the timber and metal frames and sills of the windows and doors.

2.2.6 All glazing and framework should be free of dust, dirt, marks, smears, bird droppings.

2.2.7 No streaks, cloth marks or excess water residue left on metal /wood framing members.

2.2.8 No build up or accumulation of dust etc. in corners.

2.2.9 All windows are to be clean and gleaming.

2.2.10 Removal of permanent marks, graffiti, scuffs, stains etc. should only be attempted by use of proprietary materials and normal cleaning operations. If after attempting removal, the Contractor finds that they have been unsuccessful any such blemishes should then be treated as defects and reported to the Area Estate Services Manager.

### **2.3 Glazing in Resident / Tenant Areas**

For all areas of glazing where the internal surface is within the resident's or tenant's accommodation, the Contractor shall wash clean, and wipe dry the outside surface only of the glazing and wipe away any residue water on the frames. This includes glazing for windows and doors and the wiping down of the residue water on the timber and metal frames and sills of the windows and doors.

### **2.4 Glazing in Communal Areas**

As listed within the Site Pack, the Contractor shall wash clean and wipe the glazing and residue water of the frames. The Contractor shall note that the glazing in communal areas includes all glazed balustrading (including rims and edges) both to internal staircases and external walkways. This includes cleaning to glazing for windows, doors, privacy screens (including rims and edges), balcony balustrading, communal balustrading, and the wiping down of residue water on the timber and metal frames and sills of the windows, doors, privacy screens, balcony balustrading and communal balustrading (accessible glazing only as residents are asked to leave their privacy screens and balcony glass balustrading accessible for the window cleaners to enable the glazing to be cleaned without moving personal property).

### **3. Cleaning Access Equipment**

3.1 The Contractor must ensure that they satisfy themselves as to the proper working order of any cleaning access equipment. Where such equipment is not provided by the Customer or available on site the Contractor shall provide the specialist access equipment. The cost of providing such access equipment shall be borne by the Contractor.

#### **4. Condition and Defect Reporting**

4.1 The contractor is required to submit a condition report on windows to repair as identified following window cleaning. This is to include:

4.1.1 Essential - Health & Safety requirement- immediate repair/ replacement essential

4.1.2 Desirable - Decorative require repaint etc.

4.2 The Contractor is also required to report on:

4.2.1 High level access to report on other aspects of Building repair such as Guttering repair/ cleanse

4.2.2 Pigeon/ rodent infestations.

4.2.3 Application of Bomb Blast films or removal Cleaning Products.

4.3 The Contractor shall notify the Area Estate Services Manager without delay upon discovery of any defective parts of the building or lighting which have the potential of putting the Health and Safety of occupiers, visitors, and the Contractors at risk, for example, faulty or untested eyebolts, broken windows, inaccessible balconies, and birds nesting on balconies.

#### **5. Staffing**

5.1 The Contractor shall adhere to the following standards regarding staffing matters:

5.1.1 That they utilise competent operatives with rights to work in the UK and provide to the Area Estate Services Manager relevant details (staff numbers, experience, skills etc.). Any change and new members of staff must be notified to the Area Estate Services Manager on their start date with their names and an official form of identification

5.1.2 Provision of a competent supervisor on site during the hours of work

5.1.3 The supervisor will be responsible for the signing out and returning of keys, the monitoring of quality standards, adherence to the Schedule of Works and that the notices are displayed. The supervisor will also be responsible for:

5.1.4 Maintaining the highest standards of courtesy towards residents, City of London staff and the public

5.1.5 The use of appropriate protective clothing for operatives where required and that an identifiable uniform be worn at all times within the Specification Area. This must include a sealed photograph provided by the Contractor displayed so as to be visible to a resident, City of London employee or City of London Police. For all other asset groups, the Contractor is required to provide suitable equivalent identification that must also be visibly displayed.

5.1.6 That staff comply with all relevant provisions of the Specification, all relevant policies, rules, and procedures of the City of London including those relating to Confidentially, Health and Safety issues and Equal Opportunities

5.1.7 That the Contractor shall be liable for any damage caused by their staff to residents' tenants or City of London property

5.1.8 The Contractor is expected to ensure an inclusive, tolerant, and professional working environment for its own employees and any workers through sub-contractors. Contractors should reflect the City's Whistleblowing Policy in their own working practices and must have an effective system in place to deal with bullying and harassment, linked to protected characteristics or otherwise, involving contractor staff, workers, or subcontractors.

5.1.9 The Contractor must pay all staff, contractors or other persons working for the Contractor the Living Wage, in accordance with the Living Wage Foundation rates, as a minimum. The annual uplift announced each November must be applied at the next payment run. All work sheets should be signed off by a member of the City of London Corporation or its representative and the contractor should not approach residents or tenants directly.

## **6. AD-HOC Services**

6.1 The Area Estate Services Manager may from time-to-time order or authorize additional works, which must be acknowledged in writing by the Contractor.

6.2 All additional works shall be completed by the time specified in the relevant instruction.

6.3 The nature of work, time, and date of receipt of all requests for additional works should be logged and submitted when invoicing. Payment will not be made for unauthorised works or works not supported by written confirmation.

## **7. Statutory Requirements**

The Contractor must ensure that any work carried out over public walkways and the public highway will be in accordance with the regulations and recommendations for work in these areas as administered by the City of London and the Police or the relevant public bodies if outside of the City of London.

## **8. Environmental and Climate Action Strategy**

8.1 The Contractor shall ensure that in performing the Service they will use working methods, equipment, materials, and consumables which minimise environmental damage. The Contractor will notify the Area Estate Services Manager of all cleaning substances used and any changes to these substances.

8.2 The City of London Corporation has adopted a Climate Action Strategy which sets out how we will achieve net zero carbon, build climate resilience and champion sustainable growth, both in the UK and globally, over the next two decades.

By adopting the strategy, the City Corporation has committed to climate resilience and to:

- achieving net zero carbon emissions from our own operations by 2027
- achieving net zero across our investments and supply chains by 2040
- supporting the achievement of net zero for the Square Mile by 2040

The commitment of our contractors to supporting the City's Climate Action targets is of fundamental importance and reporting will be required for all contracts. The contractor must be able to collate and provide carbon emissions data upon the City's request, however, those suppliers with prepared carbon emissions reports must provide this to the City's Climate Action team ([climateaction.pgs@cityoflondon.gov.uk](mailto:climateaction.pgs@cityoflondon.gov.uk)) as it becomes available.

Contractors need to reduce carbon emissions over the lifetime of this contract, this could be achieved, through minimising energy use, adopting circular economy principles, sustainable procurement practices etc.

8.3 Where applicable, the contractor, must help the City reduce air pollution in the Square Mile. The following requirements must be met:

- Within the Square Mile engines must be switched off when vehicles are stationary on a delivery for longer than one minute.
- Vehicles used for deliveries must meet Ultra Low Emission Zone (ULEZ) requirements.
- Select an option from the Air Quality Menu in 8.4 to be implemented within the first six months of the contract. Selection and details to be finalised with the City upon contract award however one of the following options must be chosen.

#### 8.4 Air Quality Menu

- Set ambitious targets for the reduction of NO<sub>x</sub>, PM<sub>10</sub> and PM<sub>2.5</sub> emissions from vehicles over the life of the Contract.
- Set an ambitious target for increasing the use of zero emission vehicles over the life of the contract
- Set a target for a reduction in the no. of motorised vehicle trips that form part of the Services.
- Develop a logistics approach that avoids vehicle movements during peak congestion and pedestrian footfall times, 7am–10am, 12–2pm, 4–7pm.
- Trial a zero-emission vehicle
- Use technology that supports air quality improvement e.g., gear shift indicators, stop-start ignition, software to monitor green driving.
- Green driver training for Contractor Staff used on the Contract, offer safer urban driving courses to drivers.
- Another innovative action to support the Air Quality Strategy that the City would reasonably deem of an equivalent level of ambition.

8.5 The Contractor shall, so far as reasonably practical and relevant to the provision of the Services, conserve energy, water, and other resources, reduce water and noise pollution and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, minimise waste and maximise use of recycled resources.

8.6 In accordance with the City Corporation's Single Use Plastics Policy, the Contractor must eliminate the use of all avoidable single use plastics as part of delivering this contract including packing and packaging. Where the use of single use plastics is unavoidable, biodegradable and/or recyclable plastics may be used until a sustainable alternative is available. The selected alternative should have the least impact on the environment. If any single use plastics remain as part of service delivery, those items must be discussed with the City Corporation's contract manager.

## 9. Modern Slavery

The City's [Modern Slavery Statement](#) includes the following as high risk areas:

- Domestic – entry level roles in the construction, security, waste, cleaning and laundering, food harvesting and processing, and care industries, those typically undertaken by agency, seasonal and/or migrant workers, or those without formal UK qualifications

Cleaning has been identified as an area of high risk of modern slavery in our global supply chain. The Contractor must ensure that relevant personnel are familiar with the requirements of the International Labour Organisation (ILO) Conventions and will have appropriate due diligence procedures in place to identify and mitigate the main risks of modern slavery, human trafficking, forced and bonded labour and human rights violations in its own operations and those of its supply chain. The City Corporation may require a report on compliance with these requirements. The Contractor should collate this information and make it available upon request.

## 10 Cleaning Products

10.1 The Contractor is required to use cleaning products that conform with at least the following environmental standards and where at all possible the best practice standards:

10.1.1 Basic environmental requirements (those already mandatory for UK Central Gov contracts under the Government Buying Standards) for all purpose. sanitary and window cleaning products:

- NO ingredients deemed of "high concern" under REACH Regs
- NO sprays using propellants
- NO paradichlorobenzene or APE content
- Clear dosing instructions
- Easily separable primary packaging
- Supplied as concentrates requiring dilution before use
- Trigger spray products must be sold as part of a refillable system (for all purpose and sanitary products).

10.1.2 Best practice for all purpose, sanitary and window cleaning products covers the above environmental requirements in addition to compliance the EU Ecolabel criteria:

Substances that must not be more than 0.01% by weight of final product in all-purpose cleaning products include:

- Those deemed of "high concern" under REACH Regs
- Those classified as Hazards or Risk-phrases in accordance with Reg (EC) No 1272/2008 or Directive 67/548/EEC, including toxic, very toxic, sensitising, mutagenic, carcinogenic substances, those causing organ damage or irreversible effects, or those harmful to aquatic organisms or hazardous to the ozone layer. Phosphorous (0.02g per litre) or biocides (unless they are non-bio accumulative or used as preservatives)
- See EU GPP criteria for further detail on restricted ingredients and verification requirements.

## **11. Health and Safety**

The Contractor must ensure that all staff carrying out this work are aware of and comply with, the Health and Safety Executive Guidance Note GS 25 "Prevention of falls to window cleaners". Risk assessments must be carried out and a site-specific method statement must be submitted and agreed with the Estate Services Manager prior to the commencement of service.

The Contractor is to use all of the Health and Safety equipment provided for example, security eyebolts and ladder ties and reports any defects to this equipment as soon as possible to the Area Estate Services Manager.

The Contractor must sign in at the relevant car park office or the concierge at the time of arrival on site to notify the teams of attendance and collect any access fobs or keys etc and signing out at the point of completion of works, returning keys as required. Whereby offices are not accessible, the Contractor must notify attendance by other means E.g., Telephone or Email and copy in the Area Estate Services Manager.

## **12. Customer Care and Complaints**

The Contractor shall at all times respect the wishes of residents with regard to privacy and disturbance including demonstrating a professional and customer focused attitude in behaviours and language.

The Contractor is to note that the playing of portable radios, tape recorders and the like by the Contractor's operatives is strictly prohibited. The use of mobile telephones must be limited to communication with the supervisor and or in relation to Health and Safety and communication to residents and not causing a disturbance to residents.

The Contractor is also to note that no smoking will be allowed in the Specification Area or in the approaches thereto or in communication between parts of the site.

The Contractor shall not leave cleaning equipment and materials on the balcony unattended.

The Contractor shall log all complaints within 48 hours in order to provide all necessary information to the Area Estate Services Manager for the purposes of dealing with complaints and enquiries received in relation to the Services.

## **13. Monitoring**

The contractor will be expected to liaise with either the relevant House officers, car park attendants or lobby porters to receive a sign off on works carried out prior to leaving site.

The Area Estate Services Manager Area Estate Services Manager will carry out regular monitoring of the Service. The Contractor will provide to the Area Estate Services Manager Area Estate Services Manager a daily and weekly cleaning schedule to include signing in/signing out, works completed.

The Contractor shall, as soon as is reasonably practicable but in any event within one working day after a request, provide the Area Estate Services Manager Area Estate Services Manager with any information relating to the carrying out of the Services which the Area Estate Services Manager Area Estate Services Manager may reasonably request.

The Area Estate Services Manager reserves the right to vary the monitoring regime.

The Contractor's supervisor shall attend regularly scheduled meetings with the Area Estate Services Manager to discuss standards, performance, queries/complaints/surveys, communal glazing, adherence to the schedule, daily procedures, interface issues and equipment and any variations to the Specification.

#### **14. Performance Monitoring**

The contract will be monitored through four Key Performance Indicators (KPI) classed as primary or secondary. The KPIs are as follows:

- Contract Delivery (primary KPIs)
- Staffing (secondary KPIs)
- Health & Safety & Sustainability (primary KPIs)
- Contract Management, Communication, Social Value and Finance (Secondary KPIs)

##### **14.1 Premises Specific & Global KPIs**

KPI scores will be reported and measured separately for individual buildings as well as globally (i.e., for the contract as a whole). This will ensure that the impact of scores for any failing premises will be reflected in the overall score for the contract and persistent service delivery issues are highlighted, thereby ensuring the contractor focuses on providing excellent service to all premises.

##### **14.2 Primary & Secondary KPIs**

- a. Primary KPIs will be those indicators that are deemed critical to drive the contractor's performance and ensure service delivery is to the required standards.
- b. Secondary KPIs will be those indicators that ensure proper governance and administration of the contractor. Secondary KPIs will be reported monthly however will not form part of the KPI calculation but will come into play (as a deduction) where non-compliance is registered.
- c. The contractor will be required to commit to delivering added Social Value during the contract term. Commitments made at the time of tender will form part of the secondary KPIs and be monitored as part of contract delivery.

##### **14.3 Key Performance Indicators - Contract Delivery**

Contract Delivery will be a primary indicator and will measure performance relating to level of cleanliness with respect to the window cleaning standards described in this specification. The level of cleanliness will be established through auditing areas that have been cleaned by the contractor. This will be a primary performance indicator.



#### **14.4 Auditing**

- a. An auditing system will be a requirement of the contract to assess the efficiency of the cleaning regime, ensuring that the contractual standards are maintained.
- b. The contractor will need to develop an electronic system which will audit, hold records, and provide accurate and timely reports. Reports should be able to assist the contractor to identify areas of concern and provide the Estate Services Manager (ESM) with a scoring system which can be measured against the agreed KPIs. The system should also give the auditor the ability to note deficiencies by locations or room type and where applicable take photos which can be held on a database.
- c. Only joint audits will count towards the KPI for a premise and where no joint audits are carried out the KPI will not be recorded for that premises.
- d. The auditing system and methodology will be agreed during mobilisation

#### **14.5 Adherence to Window Cleaning Schedule**

In addition to monitoring the standard of clean, the contractor's ability to produce and comply with schedules for window cleaning will be measured. Any deviation (unless previously agreed by CoL) from the schedule will score a Fail (0%). Adherence to the schedule will give a pass of 100%.

#### **14.6 Key Performance Indicators - Staffing**

The performance indicators for staffing will be a Secondary indicator as follows:

- a. Staff Attendance/Timeliness
- b. Staff Competency
- c. Staff turnover records maintained
- d. Staff uniform
- e. Staff Learning & Development

#### **14.7 Staff attendance/Timeliness**

- a. Area Estate Services Manager will be given access to the contractor's database for each premise, to always enable the monitoring of live staff attendance and timeliness. Any recording of below 90% staff attendance/hours worked per month as per tender will result in a failure of the KPI.
- b. The contractor should identify any reasons why full hours cannot be supplied
- c. Consideration will be given for instances where the declared hours cannot be met due to restrictions imposed or agreed by CoL.

#### **14.8 Staff Competency**

- a. The Contractor's Staff should be able to demonstrate compatibility in relation to the Job Description provided, including English language, both verbally and written as appropriate to grade.
  - Contractor will need to introduce training to ensure minimum requirements are met.
  - Provision of training and satisfactory pass rates to be provided prior to employment.

All staff must have the following: DBS, working at heights, COSH certification before entering the Barbican Estate and commencing work.

#### **14.9 Staff turnover records maintained**

a. All staff turnover records to be maintained and up to date. Staff turnover records to be provided as part of the monthly report submitted to CoL

#### **14.10 Staff Uniform**

a. All staff to be appropriately dressed, dependant on role and task, but to a minimum of recognisable staff uniform as agreed with CoL prior to the start of the contract.

b. Where practical the Contractor will seek to repair uniforms before replacement. The Contractor will work with the City to dispose of the uniforms under a mutually agreed route taking into account the circular economy after any security issues are resolved.

#### **14.11 Staff Learning & Development**

All staff learning records to be provided and updated monthly, including certificate of qualified First Aiders. Learning and development mapping to be provided.

Provision of First Aid certificates for Client records. Failure to have current qualified First Aider on site (where required) will result in failure of this KPI across CoL. (Secondary KPIs)

#### **14.12 Key Performance Indicators - Health & Safety & Sustainability**

##### **Risk Assessment and COSHH**

A file should be kept on site listing all risk assessment and when they will be reviewed. These should be reviewed and signed off annually. A COSHH file should be on site recording all products used. A training file for all cleaners should be on site recording the fact that they understand the risk assessments and data sheets of products used and the correct way to use those products.

##### **Accident reporting**

A reporting structure to be set up to ensure cleaners report any accident, the accident is then recorded both with the Estate Services Manager and supervisor. The Accident book should be on-site and ready to be viewed at any time.

##### **Health and Safety Audit**

Audit sheet kept with risk assessments and training records to be signed off with Estate Services Manager and site manager.

##### **Sustainability**

Sustainability and Climate Action is to be a standard agenda item at contract monitoring meetings. The Contractor will provide an update on how they are reducing carbon emissions on the contract and any other updates relating to sustainability. At a minimum, any carbon emissions reporting must be provided to [climateaction.pgs@cityoflondon.gov.uk](mailto:climateaction.pgs@cityoflondon.gov.uk).

#### **14.13 Key Performance Indicators - Contract Management, Communication, Social Value and Finance Management Information & Contract Administration**

- Reports & meetings held at agreed dates with the correct representation from the contractor, and correct report format/content.
- The Contractor to provide accurate information
  - o KPIs calculated correctly.
  - o KPIs are provided to agreed timetable, provide backup information for all KPIs (hard copies and soft copies if required).
- Response to Contract Management Requests
- Contractor responds promptly to requests from CoL and with the required information within agreed timescales.

#### **Response to Requests (Additional and Chargeable Cleaning)**

- Contractor will maintain a log of additional and chargeable cleaning requests with the following information:
  - o Expected Completion (as per SLAs established with the premises).
  - o % time met (Judged on pass or failure to meet completion). E.g., if 10 additional and chargeable requests are issued to the contractor for the month failure to meet the SLA for 5 jobs will score 50%.

#### **Response to Requests (Reactive Cleaning)**

This will be site specific and will be reported by exception. (To be further developed with the contractor at the mobilisation stage).

#### **Invoicing & Billing**

- Payment application for fixed cost is submitted on agreed date.
- Invoices are submitted with the correct details-e.g., cost, purchase order number

#### **Subcontractor/Supply Chain Management**

- All sub-contractors will be subject to verification by COL/BBE prior to starting work
  - Sub-contractors/suppliers working for the contractor arrive on time and are of the right qualification and well presented.
- Window cleaning Sub-contractor to provide all necessary risk assessments and documentation.

#### **Social Value**

- The contractor will deliver one item from the City's Social Value menu each year of the contract.

#### **KPI Measurements**

- The KPI will be weighted a score with an overall pass mark of 85%.
- Calculation will be both premises specific and global.

- The overall score for KPIs will be the average of the scores for all premises.
- Primary KPIs will be monitored monthly.
- Secondary KPIs will be measured by exception and failure will result in a deduction in the overall KPI score. (This will be further developed and agreed with the supplier during the contract mobilisation stage).
- The pass mark shall be increased by 2% at the end of each year of the contract.

#### 14.14 Key Performance Indicator Weightings

	KPI	Pass Mark	Weighted Score
Quality Monitoring – Auditing	Window Cleaning	85%	40%
Adherence to schedules	Window cleaning	100%	40%
Staffing	Staff attendance/Timeless	90%	10%
Health & Safety	Risk assessment and COSHH available for inspection	100%	10%
	Accident reporting	100%	
	Health & Safety audits	100%	
	Average Score		

#### 14.15 Complaints & Deductions

The contractor and premises representative shall resolve routine service delivery and only escalate to the Estate Services Manager if they are unable to agree and resolve the issue.

Complaints will fall under the following categories:

- Service Delivery Failures
- Failure of the contractor to provide a service as per the terms of the contract
- Unreasonable and persistent delays in the provision of service
- Failure to provide adequate standards of service
- Health & Safety Issues
- Failure to fulfil statutory responsibilities.
- Breaches in health and safety
- Contractor's actions result in a loss of income to the City of London
- Contractor's actions result in a loss of reputation to the City of London
- Complaint has been escalated by a high-ranking officer or a member
- Complaints about an employee's attitude or behaviour

Complaints will only be logged by a designated officer and once upheld by the Contract Manager will result in a deduction to the overall weighted KPI score. (The deduction will be agreed with the contractor during the mobilisation stage).

### **15. Site Visits During Tender Period**

The City of London would like to extend an invitation for prospective bidders to visit our sites prior to tender deadline, in the interest of providing further clarity on the specification of the tender. Site details are provided in the specification and accompanying maps.

If you wish to visit the Barbican Estate on the one of the dates detailed below, please message your request via the CapitaleSourcing portal.

Please note that the maximum number of attendees per bidder is 2 (two), please provide the name(s) and contract number(s) of those wishing to attend. If you wish to visit the Barbican Estate, please message your request send your request via the CapitaleSourcing portal.

#### **Site Visit Dates**

Site Visit 1 – Thursday 02/03/23 - *start time to be advised via the Capital Message Section*

Site Visit 2 – Friday 03/03/23 - *start Time to be advised via the Capital Message Section*

Details of who will be showing attendees around the Barbican Estate will be provided in due course including meet up location.

This page is intentionally left blank

### Appendix 3

Window cleaning contract price per block 2023/24

Block	New contract 23/24 prices	Current contract 22/23 Actual costs
ANDREWES HOUSE	£16,842.96	8,445.50
BEN JONSON HOUSE	£25,661.00	20,780.21
BRANDON MEWS	£6,838.20	5,896.40
BRETON HOUSE	£12,400.40	6,701.62
BRYER COURT	£6,241.96	9,039.39
BUNYAN COURT	£10,248.60	3,948.26
CROMWELL TOWER	£10,196.40	19,364.73
DEFOE HOUSE	£15,231.96	10,816.10
FROBISHER CRESCENT	£11,118.60	4,675.52
GILBERT HOUSE	£7,526.70	7,509.48
JOHN TRUNDLE CT	£17,176.00	8,052.32
LAMBERT JONES	£1,044.00	311.72
LAUDERDALE TOWER	£10,290.03	17,660.77
MOUNTJOY HOUSE	£5,481.00	3,353.38
SEDDON	£6,504.12	7,302.60
SHAKESPEARE TWR	£10,206.84	17,660.77
SPEED HOUSE	£9,750.96	11,547.32
THOMAS MORE HSE	£12,875.40	9,854.00
THE POSTERN	£1,044.00	415.61
WALLSIDE	£522.00	415.61
WILLOUGHBY HOUSE	£12,663.00	9,261.53
TOTAL	£209,864.13	£183,012.84

This page is intentionally left blank



<b>Committee(s)</b>	<b>Dated:</b>
Barbican Residents Consultative Committee -For information Barbican Residential Committee – For information	5 <sup>th</sup> June 2023 19 <sup>th</sup> June 2023
<b>Subject: Final Reconciliation Report of Barbican Estate Metering and Billing Issues</b>	
<b>Which outcomes in the City Corporation’s Corporate Plan does this proposal aim to impact directly?</b>	<b>2,4,5,11</b>
<b>Does this proposal require extra revenue and/or capital spending?</b>	<b>N/A</b>
<b>If so, how much?</b>	<b>N/A</b>
<b>What is the source of Funding?</b>	<b>N/A</b>
<b>Has this Funding Source been agreed with the Chamberlain’s Department?</b>	<b>No</b>
<b>Report of: City Surveyor</b>	<b>For Information</b>
<b>Report author: Emma Bushell</b>	

### Summary

This report presents the issues surrounding metering and billing accuracy across the communal underfloor heating supplies at the Barbican Estate. It sets out the actions the COLC Energy Team and vendors have taken to rectify the issues and changes to processes to ensure they do not reoccur. All incorrect billing of usage due to estimated data has been rebilled on actual data with the exception of Speed House data, which will be rebilled by June 2023.

### Recommendation(s)

- Note incorrect billing of usage due to estimated data has been rebilled on actual data with the exception of Speed House data, which will be rebilled by June 2023
- Note the actions taken by COLC Energy Team and vendors to rectify and prevent incorrect billing
- Note the analysis of some blocks for agreed available capacity that is now with the sites for review

### Main Report

#### Glossary of Terms and List of Vendors

1. Please find a glossary of terms and a list of vendors with details in Appendix 1.

### Background

2. There have been numerous complex and intertwined issues surrounding the billing for the electricity supplies that serve the City’s portfolio, including communal underfloor heating systems across the Barbican Estate. These issues have been compounded by extreme price volatility in the global energy markets and Government efforts to mitigate the impact.
3. It should be noted that ordinarily commercial electricity prices are significantly cheaper than those available to domestic customers (Appendix 2). In addition to benefitting from cheaper prices commercial supplies are not subject to 20% VAT, further reducing costs.
4. Residents have repeatedly expressed concerns on the accuracy of the data used to compile the utility bills that are passed on to them through the services charge.
5. To tease out these complex issues this report separates out the core issues which are at the root of most of the recent concerns from the day-to-day issues to be expected and managed in a large portfolio such as we have at the City of London Corporation (COLC). It is acknowledged that for residents these issues and their cumulative impact on trust in accurate billing are experience as one.

## Core issues

### Meters with failed communication

6. Following the transfer to the new MOP in June 2021 the outgoing MOP service provider EDF approached Stark to adopt the existing telecommunication lines that send usage data from the meter to the supplier, Total Energies. However due to a missed email the lines were disconnected by the previous MOP service provider. Unfortunately, this resulted in estimated data being provided to the supplier for invoices.
7. Industry practice stipulates the supplier must bill using the data provided by the MOP. Stark provided estimated meter reads to Total Energies and this inaccurate data was used to generate invoices.
8. Stark provided usage estimates for the summer months of 2021 and 2022 which resulted in Speed House being overcharged. These charges are passed from DNO to the customer. The data becomes “settled” by the grid after 12 months, after which a dispute needs to be lodged with and agreed by Elexon.

### What has been done?

9. COLC raised a formal contract dispute with Stark on 21<sup>st</sup> January 2023. Stark accepted responsibility for the loss of communication with the meters and as part of their response agreed to work with Total Energies to generate more accurate estimates. Stark provided a repair timeline and met with COLC weekly to report on progress of the BEO meters. Refer to Appendix 3 for a complaint timeline.
10. All phone lines have now been replaced, reinstating remote communication with the meters and enabling usage to be accurately monitored. This was at no cost to the residents nor City.
11. Stark have provided updated data flows to Total Energies for all heating supplies and Total Energies have rebilled where necessary. Team Energy have carried out an analysis of financial years 2021 and 2022 to check whether any additional rebilling was required. Further scrutiny of data provided from the DNO to Total Energies indicated that Total Energies rebilled according to revised data.
12. In addition to the analysis above that focuses on excess capacity charges Team Energy have also performed a deep manual analysis of the data, site by site, invoice by invoice to review the rebilling for consumption to provide final values for each site. Appendix 4 includes data for the 9 completed blocks. This is included to reassure residents that the rebilling against actual reads rather than estimated has occurred.
13. With respect to the specific issue at Speed House, Total Energies successfully raised the dispute to Elexon who oversee the balancing of the National Grid. The Elexon Board dealing with this dispute met in April and determined in COLC’s favour. Elexon have approved a revision to zero consumption of Speed House summer data from the months of June to September 2021. Stark have updated data flows and Total Energies will rebill accordingly. COLC Energy Team have carried out an initial calculation that indicates a rebate due of approximately £34,000 which will be rebilled in June 2023.

### Changes to processes - Lessons Learned

14. During an in-person meeting on 21 April, the Managing Director of Stark apologised for this unfortunate instance. As such, they have overhauled their entire process relating to the adoption of phone lines for the purpose of meter communication at the point of taking over a new MOP contract. For this financial year, Total Energies and Stark have put steps in place to ensure that supplies will be billed to actual data. As of March 2023, all meters at the BEO have been recording data. Stark have also rolled out a new platform called “data health” which allows sites to check whether their meter is recording actual or estimated data. Site support is crucial to allow the data collector on access to meters and the COLC Energy Team will be working closely with BEO to ensure this is improved going forward.

## **EDI issues**

15. Electronic Data Interchange (EDI) entails the transmission of invoices as structured information in an agreed format and is sent through entirely electronic channels. There have been several billing issues relating to EDI files sent by Total Energies to Team Energy, including Excess Capacity showing as 0 but there is a charge levied, EBRS rates not coming through and missing invoices.

### **What has been done?**

16. City raised a formal contract dispute with Total on 2<sup>ND</sup> March 2023
17. Total have now implemented extra manual checks to ensure the EDI files match the invoices. Total will now add data actual/estimates flag to the Excel files accompanying the billing. In addition, Total and Team are now collaborating to provide extra validation between them.

### **Changes to processes – Lessons Learned**

18. To avoid future recurrences of data issues, each vendor has set up their own process. Team Energy have flagged the accounts that should not see summer consumption. Stark have implemented a new data health tool on their website that sites can view if the meter is recording actual or estimated data. Finally, Total Energies have provided an accompanying spreadsheet to the monthly invoice files that include the meters recording actual or estimates.
19. Total Energies now include an extra look up validation when any prices may change to ensure the prices are billed correctly. This will happen prior to billing from the Total Energies pricing team, then another check will be implemented from the billing team once any accounts have billed. This is to ensure the rates have billed as expected. Team Energy will continue to pick up any pricing errors as they are validating the billing to ensure the prices billed are as expected. As a final step, the City of London's Energy Team have also set up a template based on Total Energies Excel files that will support the site monitor day/night/standing charges to ensure they are in line with agreed rates.

### **Delay to the start of the PPA**

20. Laser negotiated the purchase of a pre-agreed volume of electricity that accounted for predicted output from the solar farm provided to the COLC via the PPA. However, there was a delay to the onboarding of the PPA resulting in a requirement for additional electricity volume. This required the purchasing of additional volume at a 'spot' price outside of the City's agreed advantageous contract price secured by Laser. Market volatility due to the conflict in Ukraine resulted in a high spot price for the additional required volume. The outwardly fair approach taken to covering this, was to spread the additional cost across all COLC supplies depending on their annual load within the standing charges. However, as this additional volume was required over the summer period it should not have been applied to the Barbican underfloor heating supplies. See background paper below for more information on PPA.

### **What has been done?**

21. Following internal meetings with colleagues in finance it was agreed to remove the additional charges relating to the delayed PPA from the BEO underfloor meter supplies. The COLC Energy Team have since instructed Total Energies to retrieve these funds from the PPA generation payment.
22. Total Energies have issued the COLC Energy Team with a projected rebate for those sites impacted and these charges are due to be credited to the relevant supplies. These are included in Appendix 5.

## **Update on wider billing issues**

### **Errors in standing charges**

23. In the financial year 21/22 COLC were incorrectly credited approximately £400k against DUoS costs. As a consequence, the financial year 22/23 the City received a revised DUoS invoice, indicating a payment of approximately £200k. To lessen the financial burden to Barbican Estate residents COLC requested to spread the increased DUoS costs over 24 months. This required a manual entry of all the prices impacted, bypassing Total Energies normal system checks.

Ordinarily a one-off payment would be made for which the system automates the number thus avoiding human error.

24. To facilitate ad hoc requests in the future and mitigate the risk of human error Total Energies proposed that any ad hoc changes are validated by Laser, Total Energies and COLC Energy Team with a sign off process.
25. Total Energies have issued the COLC Energy Team with a projected rebate for each site. The approximate amount to be credited can be found in the “Estimated Balance After Credits” column in the Table in Appendix 5. Rebilling is anticipated between June – Sept 2023.

### **Changes to agreed available capacity**

26. Up until 2021 the current agreed available capacity did not present an economic concern. Thus, the site would incur occasional charges when the agreed capacity was exceeded. Ofgem introduced DCP161 which meant that there have been increases in excess capacity charges.
27. COLC are working with Team Energy to review agreed capacity on a site-by-site basis to assess the value in increasing capacity and which will increase regular costs but avoid excess capacity charges. A list of 7 meters has been provided at this time, and if the site chooses to accept the recommendations, they will need to contact the DNO. Refer to Appendix 6.

### **Corporate and strategic implications**

28. **Financial implications:** An extensive review has been undertaken by COLC Energy Team and vendors. Aside from Speed House all Barbican blocks have been reimbursed for any incorrect charges based on estimated data. Standing charges have been revised and sites will rebilled in June – Sept 2023.
29. **Legal implications:** We are seeking further legal advice from Comptrollers this is expected to cover aspects related to leaseholder interests and commercial legal advice.

### **Conclusion**

30. The COLC Energy Team met with the BEO on 11 April 2023 to agree a methodology for communication moving forward.
31. Further, COLC Energy Team hosted an in-person meeting in April 23 with all the key stakeholders to address all the issues raised in this report. All stakeholders committed to working together more closely and set out the changes to their processes detailed in this report.
32. These issues have undermined trust in vendors. Consequently, the COLC Energy Team have prepared a dashboard for the site contact based on Total Energies invoice files. This dashboard sets out cost and consumption and includes a check to ensure the day, night and standing charges are correct.

### **Appendices**

- Appendix 1 – Glossary of Terms and Key Players
- Appendix 2 – COLC Rate Vs Typical Domestic Rate
- Appendix 3 – Complain timeline
- Appendix 4 – Team Energy analysis
- Appendix 5 – Total Energies analysis
- Appendix 6 – Agreed available capacity analysis

### **Background Papers**

**2022/23 Electricity price Forecast Update** – presented to Barbican Estate Residents Consultative Committee on 30<sup>th</sup> November 2022.

### **Report Author**

**Emma Bushell**

**Energy and Carbon Manager, City Surveyor’s Department**

E: [emma.bushell@cityoflondon.gov.uk](mailto:emma.bushell@cityoflondon.gov.uk)

## Appendix 1

### 1. Key Terms

#### DNO

District Network Operators own and operate the network of cables, transformers and towers that transmit electricity from the grid to buildings.

Half Hour Meters (HH)

Larger meters that supply a maximum demand of 100kW or higher during any half hour period of the day, half-hourly metering is legally required. HH meters require a meter operator (MOP). This is **vital for the accurate balancing of the electricity grid.**

#### TNUoS & DUoS charges

Transmission Network Use of System charges relate to nationwide distribution and can be identified by the large pylons located across the countryside and alongside the road.

Distribution Use of System charges relate to local distribution and can be identified by the smaller pylons such as those found along residential street.

#### PPA

Power Purchase Agreement. The COLC have a PPA with Voltalia to purchase electricity from the new solar farm in Devon. This PPA provides approximately 60% of the City of London's electricity and allows for more competitive pricing.

#### EBRS/EBDS

Energy Bill Relief Scheme is a Government scheme that ran from 1<sup>st</sup> October 2022 to 31<sup>st</sup> March 2023 and provided a discount on energy costs. The EBRS rate varied each month depending on the achieved flexible purchase price and any discount was automatically applied by the supplier. From April 2023 the EBRS will be replaced by the Energy Bill Discount Scheme with a reduced rate of support.

### 2. Vendor List

Stark

The MOP and data collection service provider. Following a competitive tendering process, the City entered into a contract with Stark from June 2021 to June 2025.

Total Energies

The utility provider. Total Energies supply gas and electricity under the LASER framework and allow for dynamic purchasing. Residents were consulted under Section 20 requirements. Total Energies (formerly Total Gas and Power) have been providing services since approximately Oct 2018. The recent contract runs from 1<sup>st</sup> October 2021 to 30<sup>th</sup> September 2025

Team Energy

Team Energy provide the following services in addition to the energy software:

Invoice validation – contract in place from 01 October to 3 September 2023

Bureau service - - contract in place from March 2022 to February 2024

Energy software

LASER

The energy broker and framework manager. Our contract runs from Oct 2021 to Sept 30, 2025

## Appendix 2

### CoL Rate Vs Typical Domestic Rate

Excludes Standing charges

Period	EBRS Discount p/kWh (actual and <i>estimate</i> )	Approx Weighted Average EBRS Discount for Price Period p/kWh	Ave CoL p/kWh Day & Night Rate	Ave CoL p/kWh Day Rate less EBRS	Typical p/kWh Domestic Cap
Oct-22	7.69	18.31	50.37	32.06	33.63
Nov-22	19.08				
Dec-22	22.43				
Jan-23	9.11	7.26	35.02	27.76	33.72
Feb-23	7.56				
Mar-23	2.59				
				29.91	

**Notes:**

- 1) The weighted average EBRS discount is an approximation using a typical winter heating profile.
- 2) Ave Day and Night Rate assumes 37% day usage and 63% night usage

This page is intentionally left blank



Date	Milestone Title	Description or Activity
01/04/2021	Contract Award	Contract Awarded to Stark
13/07/2021	Stark Advised to Collect data	Email City of London_Manual Downloads_20210713_HA As promised below is a list of sites our Operation team is due to send meter readers to for manual downloads. When asked for a date, Stark advised Meter readers will be attempting to go out fortnightly at least to carry out manual downloads.
18/08/2021	Stark asked City of London who pays for the BT lines	Stark did not know the ownership. City of London_BT Lines_20210818_HA "To be honest it is upto the sites to tell us in this case if they pay landline services for PSTN lines installed."
07/09/2021	EDF Notified Stark	EDF notified Stark - PSTN lines disconnected
07/09/2021	City of London internal communication to see who owned phone line	See email "Meter Connection - BT"
19/10/2021	City of London provided feedback to Stark	RE: Stark   City of London - Feedback email provided feedback that I would not recommend Stark due to inefficient processes
02/11/2021	City of London notified of PSTN disconnection	
17/11/2021	City of London contacted BT Business and notified stark	Stark's response: It could be another line provider not BT that installed those lines, however there is no database to use to find out who the provider was unless a site has a bill for a PSTN Line. Can you see if a site have any invoices maybe relating to telecoms that they are paying and see if one of these numbers appears in their telecoms bill? See RE: Conversation with BT Phone Line and City of London_BT Lines Update_20211117_HA (17/11/2021)
17/11/2021	City of London internal communication to see who owned phone line	Phone Lines Email
29/11/2021	City of London notified (LASER) of issues	See FW: Stark   CoL - Invoices UPDATE
08/12/2021	City of London phone call with Stark	Requesting Stark/WPD come visit the site so they can support these meter issues. See the email RE: City of London_BT Lines Catchup_Call notes_20211208_HA
18/01/2022	City of London launched complaint with Stark (Complaint Log 214983	This complaint related to DC showing up unannounced - See email "FW: MPAN 1200020487963"
04/02/2022	City of London launched complaint with LASER	See email "RE: Catchup on MOP Charge and Official Complaint - Complaint Log 214983". This disputed the method for DC and also charging
10/02/2022	Call with Stark to discuss line repair	It was only at this time that the City was informed that BT lines have ceased and no longer an option > Attempt from MOP to force the City to upgrade meters
14/02/2022	City of London follow up with LASER	This was part of the complaint and noted that it was only on 10/02/2022 that the City was advised BT Lines ceased and no longer an option. See email "Re: Catchup on MOP Charge"
28/02/2022	City of London contacted EDF	Former MOP. Asked why the lines were cut off.
02/03/2022	City of London launched Formal Complaint with EDF	See email "RE: Formal Complaint - City of London MOP Disconnection of BT Lines Complaint Date 02.03.2022". Requested a resolution date of 27 April 2022
03/03/2022	EDF provided proof that they had notified Stark	EDF notified Stark of PSTN line ceased September 2021
03/03/2022	City of London contacted Stark to test EDF's email	This email was to test to ensure the email that EDF sent to was functional. As they responded, this was the proof that Stark were liable and did not respond to the email from EDF
05/04/2022	City of London contacted CoL Lawyer for guidance	See "FW: Laser Framework - Y18003 - Electricity Meter Operator Contract"
19/04/2022	City of London contacted Citys Property Contracts Performance Manager for guidance	See FW: Laser Framework - Y18003 - Electricity Meter Operator Contract
21/04/2022	City of London notified LASER	Notified LASER that WPD Could have addressed this and reinstated the lines. See email "FW: Follow up"
29/06/2022	City of London complaint to LASER	
25/08/2022	City of London Formal complaint against Total Energies	Total Energies replied that since we have a direct contract with Stark, they were unable to help.
28/09/2022	City of London chase LASER for an update	
04/10/2022	City of London notify Elexon	Elexon are responsible for balancing and settlement of the grid - advised to contact REC
06/10/2022	City of London notify the Retail Energy Code (REC)	No response
19/01/2023	Andrews and Defoe	PSTN lines reinstated and successful test
26/01/2023	City of London launch official dispute with Stark	Deadline to respond by 24 February
03/02/2023	Stark responded to Dispute Notice lodged by City	
03/03/2023	Formal Dispute from the City to Total Energies	To complain against inaccurate data and issues with invoices.

This page is intentionally left blank

## Appendix 4 – Credits Received by Site

Data analysis completed by Team Energy

Credits can be due to a mixture of reasons, including revised data from the DNO for consumption/capacity. This report does not include whether invoices have been paid. This report is reflective of the data received via EDI files in Sigma (the City's Energy Software) as well as Total Energy's excel invoice files, filtering for the "cancelled" invoices as the source. As a final check the Total Energies invoice portal was consulted for credits. It is possible these credits may not have even reached the site as one of the lessons learned was to stop invoices being sent to the site that were incorrect.

For the purposes of simplicity, the blocks with no data populated indicate that invoices have been fully credited. This does not include all credits/cancellation but is meant to reflect whether the site has received an overall credit.

It must be noted that the Speed House credit from the DNO is provided in a separate Appendix.

Site	2021 Credits		2022 Credits	
Andrews House	£	-	£	31,434.80
Barbican Estate - Frobisher	£	-	£	-
Ben Johnson	£	-	£	41,678.18
Brandon Mews	£	-	-	
Breton House	£	-	£	-
Bryer Court	£	-	£	1,175.06
Bunyan Court	£	-	£	55,457.91
Cromwell Tower	£	-	£	6,346.00
Defoe House	£	19,910.06	£	13,204.68
Gilbert House Switchroom	£	-	£	70,916.21
John Trundle Court	£	39,073.28	£	75,174.63
Lauderdale Place (Barbican Estate Office)	£	-	£	-
Lauderdale Tower	£	17.06	£	18,039.05
Mountjoy House	£	-	£	-
North & South Comm Switchrooms	£	-	£	-
North & South Garchey	£	-	£	-
Seddon House	£	-	£	121,110.08
Shakespeare Tower	£	-	£	15,486.26
Speed House	£	-	£	78,401.32
Thomas More	£	-	£	100,362.24
Wallside & Postern	£	34,824.24	£	10,016.83
Willoughby	£	-	£	71,866.17

This page is intentionally left blank

## Appendix 5 – DUoS and PPA Reconciliation

Data provided by Total Energies

MPAN OR MPR	Account Code	Site (Sigma Name)	Standing Charge from October 22	New Standing Charge Jan to Sept 2023	Approx Old Charge	Approx New Charge	Estimated Balance After Credits	Reason for Daily Charge Reduction
1200020487810	3005577168	BEO Andrews House	£148.32	£44.39	£22,247.35	£6,658.37	£15,588.98	PPA rec now being paid by City of London Corporate - DUoS amend spread over 24 months
1200020488104	3005577333	BEO Speed House	£105.58	£22.09	£15,836.38	£3,313.56	£12,522.81	PPA rec now being paid by City of London Corporate - DUoS amend spread over 24 months
1200020488150	3005577212	BEO Wallside & Postern	£45.99	£7.31	£6,897.96	£1,095.80	£5,802.17	PPA rec now being paid by City of London Corporate - DUoS amend spread over 24 months
1200020488113	3005577333	BEO Speed House	£48.55	£1.95	£7,281.95	£292.54	£6,989.40	PPA rec now being paid by City of London Corporate. Rebill due to zero for summer under floor heating - change summer months to zero as per trade dispute update email.
1200020487875	3005580325	BEO Brandon Mews	£3.62	£3.54	£543.38	£530.35	£13.03	PPA rec now being paid by City of London Corporate
1200020487820	3005577168	BEO Andrews House	£1.57	£1.42	£235.56	£213.28	£22.28	PPA rec now being paid by City of London Corporate
1200020487839	3005577168	BEO Andrews House	£68.68	£1.42	£10,301.70	£213.28	£10,088.43	PPA rec now being paid by City of London Corporate
1200020488016	3005577047	BEO Lauderdale Tower	£103.41	£52.41	£15,511.14	£7,862.20	£7,648.94	DUoS amend spread over 24 months
1200020487945	3005577290	BEO Defoe House	£103.41	£52.41	£15,510.84	£7,862.05	£7,648.79	DUoS amend spread over 24 months
1200020488070	3005576970	BEO Shakespeare Tower	£86.93	£44.18	£13,040.17	£6,626.72	£6,413.45	DUoS amend spread over 24 months
1200020488122	3005577069	BEO Thomas More	£75.67	£38.55	£11,351.18	£5,782.23	£5,568.95	DUoS amend spread over 24 months
1200020487918	3005580314	BEO Cromwell Tower	£75.13	£38.28	£11,269.53	£5,741.41	£5,528.12	DUoS amend spread over 24 months
1200020487848	3005576850	BEO Ben Johnson	£68.33	£34.88	£10,249.41	£5,231.35	£5,018.05	DUoS amend spread over 24 months
1200020488169	3005577223	BEO Willoughby	£51.99	£26.57	£7,797.94	£3,985.78	£3,812.15	DUoS amend spread over 24 months
1200020487972	3005577124	BEO Gilbert House Switchroom	£34.31	£18.13	£5,146.61	£2,719.57	£2,427.04	DUoS amend spread over 24 months
1200020487990	3005576805	BEO John Trundle Court	£31.87	£16.91	£4,780.93	£2,536.72	£2,244.21	DUoS amend spread over 24 months
1200020488052	3005577190	BEO Seddon House	£31.04	£16.50	£4,656.73	£2,474.63	£2,182.09	DUoS amend spread over 24 months
1200020488043	3005580292	BEO Mountjoy House	£22.51	£13.02	£3,376.21	£1,953.28	£1,422.94	DUoS amend spread over 24 months
1200029482332	3005576794	BEO Bunyan Court	£329.71	£8.89	£49,456.50	£1,333.22	£48,123.28	Error in October charge with pence to pounds calculation - now corrected

This page is intentionally left blank

## Appendix 6

Message sent by Team Energy M&T Support to Site Contacts

Fri 10/03/2023 13:38

Good afternoon all,

Following our call on Tuesday, please see attached a list of meters with ASC recommendations. This list is based on the original CoL estate, filtered down to BEO properties and then to those with recommendations based on half-hourly consumption data that has been categorised as 'always dialled' by the data collector Stark (e.g. they have been able to successfully remotely read the meter for at least the last 14 months with no/minimal estimated data according to the Stark website). The recommendations can be summarised as below:

MPAN	Site name	Max (Monthly) Demand 2019 - 2022 (kVA)	Current ASC (kVA)	Recommended ASC (kVA)	TEAM Recommendation
1200020487875	Brandon Mews Barbican	223	101	278	Request new ASC
1200010107720	Bunyan Court	36	40	40	No change
1200010107855	Gilbert House S/W Rm Flat 110	26	70	33	Change ASC
1200020487990	John Trundle Court Barbican 2	494*	101	618	Change ASC
1200020488043	Mountjoy House Barbican 1	464	101	580	Change ASC
1200010107907	Mountjoy House Barbican 2	21	40	26	Change ASC
1200010107794	South Garchey Postern Wallside	67	80	84	No change

This page is intentionally left blank



<b>Committee(s):</b> Residents' Consultation Committee - For Information	<b>Dated:</b> 05062023
Barbican Residential Committee – For Information	19062023
<b>Subject:</b> Progress of Sales & Lettings	<b>Public</b>
<b>Which outcomes in the City Corporation's Corporate Plan does this proposal aim to impact directly?</b>	4
<b>Does this proposal require extra revenue and/or capital spending?</b>	<b>N</b>
<b>If so, how much?</b>	<b>£</b>
<b>What is the source of Funding?</b>	
<b>Has this Funding Source been agreed with the Chamberlain's Department?</b>	
<b>Report of</b> Director of Community and Children's Services	<b>For Information</b>
<b>Report author:</b> Anne Mason Community and Children's Services	

### Summary

This report, which is for information, is to advise members of the sales and lettings that have been approved by officers since your last meeting. Approval is under delegated authority and in accordance with Standing Orders. The report also provides information on surrenders of tenancies received and the number of flat sales to date.

### Recommendation(s)

Members are asked to:

- Note the report.

### Main Report

#### Background

1. The acceptance of surrenders of tenancies and the sale and letting of flats are dealt with under delegated authority.

## Current Position

### SURRENDERS/TERMINATIONS

2.

Case No	Type	Floor	Rent Per Annum	Tenancy commenced/ expired	Reason for Surrender	Date of Surrender
1	1c	18	£39,900	31/03/20 30/03/23	Non given	01/03/23

### RIGHT TO BUY SALES

3.

	<b>9 May 2023</b>	<b>31 January 2023</b>
Sales Completed	1080	1080
Total Market Value	£96,348,837.21	£96,348,837.21
Total Discount	£29,830,823.62	£29,830,823.62
NET PRICE	£66,518,013.59	£66,518,013.59

### OPEN MARKET SALES

4.

	<b>9 May 2023</b>	<b>31 January 2023</b>
Sales Completed	874	872
Market Value	£169,826,271.97	£168,441,271.97

5. Fifteen exchanges of sold flats have taken place with the sum of £720,254 being paid to the City of London.
6. The freeholds of 14 flats in Wallside have been sold with the sum of £35,000 being paid to the City of London.
7. A 999 year lease has been completed with the sum of £43,200 being paid to the City of London.

### COMPLETED SALES

8. Since the last report the sales of 57 Andrewes House and 557 Ben Jonson House have completed.

## SALES PER BLOCK

9.

BLOCK	TOTAL NO. OF FLATS	TOTAL NO. SOLD	NET PRICE £	% NO. OF FLATS SOLD
ANDREWES HOUSE	193	189	20,523,760.00	97.93
BEN JONSON HOUSE	204	198	16,089,954.83	97.06
BRANDON MEWS	26	24	1,057,460.00	92.31
BRETON HOUSE	111	110	8,869,412.50	99.10
BRYER COURT	56	55	2,307,338.50	98.21
BUNYAN COURT	69	68	6,484,280.00	98.55
DEFOE HOUSE	178	174	18,284,782.50	97.75
FROBISHER CRESCENT	69	69		100.00
GILBERT HOUSE	88	87	11,046,452.50	98.86
JOHN TRUNDLE COURT	133	133	5,467,527.50	100.00
LAMBERT JONES MEWS	8	8	1,400,000.00	100.00
MOUNTJOY HOUSE	64	63	5,925,723.50	98.44
THE POSTERN/WALLSIDE	26	22	5,959,130.00	84.62
SEDDON HOUSE	76	75	8,445,677.50	98.68
SPEED HOUSE	114	109	13,589,848.50	95.61
THOMAS MORE HOUSE	166	164	15,158,455.00	98.80
WILLOUGHBY HOUSE	148	147	14,972,670.50	99.32
<b>TERRACE BLOCK TOTAL</b>	1729 (1729)	1695 (1693)	155,582,473.33 (154,197,473.33)	98.03 (97.92)
CROMWELL TOWER	112	103	27,005,801.00	91.96
LAUDERDALE TOWER	117	114	24,553,779.63	97.44
SHAKESPEARE TOWER	116	111	30,001,185.60	95.69
<b>TOWER BLOCK TOTAL</b>	345 (345)	328 (328)	81,560,766.23 (81,560,766.23)	95.07 (95.07)
<b>ESTATE TOTAL</b>	2074 (2074)	2023 (2021)	237,143,239.56 (235,758,239.56)	97.54 (97.44)

## **Key Data**

### **Strategic implications –**

Financial implications – Receipts from sales are credited to the City Fund.

Resource implications - None

Legal implications - None

Risk implications - None

Equalities implications – None

Climate implications - None

Security implications - None

## **Appendices**

None

### **Anne Mason**

Revenues Manager

T: 020 7029 3912

E: [anne.mason@cityoflondon.gov.uk](mailto:anne.mason@cityoflondon.gov.uk)

<b>Committee(s)</b> Barbican Residential Committee	<b>Date:</b> 19 June 2023
<b>Subject:</b> Barbican Arrears	<b>Public</b>
<b>Which outcomes in the City Corporation's Corporate Plan does this proposal aim to impact directly?</b>	<b>4</b>
<b>Does this proposal require extra revenue and/or capital spending?</b>	<b>N</b>
<b>Report of:</b> Judith Finlay, Director of Community and Children's Services	<b>For Information</b>
<b>Report author:</b> Anne Mason, Service Charge and Revenues Manager	

### Summary

This report, which is for information is to advise members of the current arrears in respect of tenants and leaseholders on the Barbican Estate.

### Recommendation

Members are asked to note the report.

### Main Report

#### Background

1. Leaseholders and tenants are billed quarterly in June, September, December and March. The charges raised include charges for car parking and baggage stores.
2. A further analysis of arrears cases is contained in Appendix 1 (Non-public).

## Current Position

### 3. Leaseholders and freeholders

	No of free/ leaseholders			
Charges raised for period	£14,324,596		2023	
Target level of net arrears	1%			
Actual level of net arrears	0.87%			
<i>Age Analysis of Debt:</i>	Mar 23		Dec 22	
Value of debts				
3 - 6 months	£ 86,955.58	73	£145,943.23	77
6 – 12 months	£108,191.48	67	£ 44,267.33	38
12 - 24 months	£ 29,366.57	16	£ 14,385.84	12
Over 24 months	£ 44,383.84	4	£ 53,503.57	5
<b>Total arrears outstanding</b>	<b>£268,897.47</b>		<b>£ 258,099.97</b>	
<i>Action taken:</i>				
Amounts subject to arrangement	£ 61,896.98	23	£ 59,879.22	30
Amounts referred to Comptroller for recovery action	£ 73,572.58	5	£ 65,909.58	4
Amounts in dispute	£ 8,983.80	2	£ 9,596.69	3
<b>Net debt outstanding</b>	<b>£124,444.11</b>		<b>£ 122,714.48</b>	

There is a total of 109 leaseholders in arrears.

Of the amounts owing for over 12 months (£73,750.41) £48,594.26 is included in the amounts referred to C&CS and, the remaining £25,166.15 relates to 15 cases.

The net debt outstanding comprises 77 accounts.

#### 4. Tenants

Charges raised for period	£1,515,271	No of tenants	51		
Target level of net arrears					
1%					
Actual level of net arrears					
1.50%					
	Mar 23		Dec 22		
<i>Age Analysis of Debt:</i>					
Value of debts					
3 - 6 months	£ 17,915.43	5	£ 5,518.11	3	
6 - 12 months	£ 5,008.72	2	£ 0.00	0	
12 - 24 months	£ 0.00	0	£ 0.00	0	
debts over 24 months	£ 0.00	0	£ 0.00	0	
<b>Total arrears outstanding</b>	<b>£ 23,581.84</b>		<b>£ 5,518.11</b>		
<i>Action taken:</i>					
Amounts subject to arrangement	£ 897.76	2	£ 0.00	0	
Amounts referred to Comptroller for recovery action	£ 0.00	0	£ 0.00	0	
<b>Net debt outstanding</b>	<b>£ 22,684.08</b>		<b>£ 5,518.11</b>		

15

There are 5 tenants in arrears.

## 5. Former tenants' arrears

	N/A	No of former tenants	2	
Charges raised for period to Target: as flats are surrendered infrequently the target is that action on arrears must be dealt with within 3 months				
	Mar 23		Dec 22	
<i>Age Analysis of Debt:</i>				
Value of debts 3 - 6 months	£ 0.00	0	£ 6,545.00	1
Value of debts 6 - 12 months	£ 6,545.00	1	£ 720.00	1
Value of debts 12 - 24 months	£ 720.00	1	£22,834.43	1
Debts over 24 months	£76,465.69	2	£53,631.26	2
<b>Total arrears outstanding</b>	<b>£83,730.69</b>		<b>£83,730.69</b>	
<i>Action taken:</i>				
Amounts subject to arrangement	£ 0.00		£ 0.00	
Amounts referred to Comptroller for recovery action/in dispute	£83,730.69		£83,730.69	
<b>Net debt outstanding</b>	<b>£ 0.00</b>		<b>£ 0.00</b>	

There are 2 cases in total.

### Appendices

- Appendix 1 – Arrears Update (Non-Public)

**Anne Mason**  
Revenues Manager DCCS

T: 020 7029 3912  
E: [anne.mason@cityoflondon.gov.uk](mailto:anne.mason@cityoflondon.gov.uk)



By virtue of paragraph(s) 2, 6a of Part 1 of Schedule 12A  
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 2, 5 of Part 1 of Schedule 12A of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank