

Application No:	Consultees Name:	Consultees Addr:	Received:	Comment:	Response:
2015/5372/P	Patricia Salazar	RTA 124 Croftdown 124f Croftdown Rd London nw5 1hb	27/10/2015 17:08:15	OBJLETTE R	<p>Application ref: 2015/5372/P;</p> <p>Objection to installation of flues on traditional Arts and Crafts Buildings in a Conservation Area, Brookfield Estate:</p> <p>Residents of Brookfield Estate represented by RTA 124 Croftdown Rd object to the installation of flues (and its associated project, this heating replacement).</p> <p>Visual Negative: The flues are visually ugly and will impact badly on the brick buildings of this estate which has been designated a 'positive contributor' to the conservation area.</p> <p>However they are sited and colour-matched they will still look ugly and out of place on these historic buildings.</p> <p>In addition to the protruding flues the plume leaves ugly stains on the walls as well as eating into brickwork.</p> <p>Character of the Estate: The estate is of unique scale and layout and its many trees and gardens have a rural character (Pevsner, Buildings of London, 4, p.204). Flues will be detrimental to this peaceful setting and will make the estate look run-down.</p> <p>Importance of the Architect: The architect Albert John Thomas (1879–1964) although assistant to Lutyens, was important in his own right as chief architect to St Pancras, RIBA Fellow and Chevalier de la Legion d'honneur (for his design of the Institut Français in Kensington 1939). He is portrayed in a recent film The Story of a Building, 2012 and his legacy and reputation are significant. These 100-year old buildings are a heritage asset that should be conserved and not subjected to irreversible changes.</p> <p>Emission of flume condensate, nuisance, noise and risk to health: The vents will emit an acidic flume which is known to be a nuisance and harmful to brickwork and mortar; it is also noisy and emits a bad smell of fumes. Flues should be avoided on the elevations of buildings which overlook streets. But with buildings set off at irregular angles village style, there is nowhere to hide the flues or direct the fumes, which will fall in an area overlooking a primary school playground (Brookfield Primary), a nursery (Konstam) and a library (Highgate Branch Library, grade II listed) as well as streets and gardens.</p> <p>Impact on the building externally and nuisance to inhabitants: The acidic discharge from the vents (enough to damage metalwork on a car) will be detrimental to the building and also to the inhabitants. There are stringent building regulations governing where this plume may be discharged because of its negative impact (BS5440-1). With so many flues emitting fumes it will be difficult for residents to leave windows open as the flume will be carried by the wind as</p>

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well as falling to the ground.

Impact on the building internally:

When all the hot water tanks and airing cupboards are removed and residents turn down heat because of the increased costs, the buildings will get cold and will be subject to damp and this will also impact on the timber frames of the sash windows.

The work is unnecessary:

The buildings have been kept warm by communal boilers in the roofspace for decades and these could be replaced in the same position if necessary. The Options Appraisal carried out on behalf of Apollo/Keepmoat/Lakehouse did not consider this simple option of like-for-like replacement when necessary.

The presence of asbestos is insufficient reason for this replacement. The boilers have been serviced for years without problems and considerable sums have been charged recently for making the asbestos safe.

Objection to the Applicant, Apollo Keepmoat Lakehouse:

The Applicant Apollo has not demonstrated concern for the historic or conservation character of the estate in the past and also replaced sections of the distinctive hedges with boarded fences.

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2015/5372/P	Francisco Javier Encinas Lopez	120D Croftdown Road NW5 1HB NW5 1HB NW5 1HB	27/10/2015 20:53:52	COMMEMP ER	<p>Dear Ms Fiona Davies,</p> <p>My wife, Karine Pardé, and I are the leaseholders of flat D Croftdown Road, NW5 1HB.</p> <p>Regarding the Planning application 2015/5372/P for the installation of flue terminals to the facades of residential blocks in association with provision of boiler units to each residential flat (Clas 3) (revision to 2011/6216/P), we object to the works as they have been proposed, and we expect Camden to address our concerns and questions (see below) and present a well-defined and properly costed proposal before we can support any future related applications. Furthermore, the aesthetics as well as function of the flue terminals with regard to the conservation aspects of the building and the potential damage to the external brick mortar from acidic residue are crucial factors which Camden will need to address and guarantee before we consider any application. Finally, Camden proposed in the past to pilot test the system on block 118 Croftdown Road, and start the consultation based on the success of this test. We believe the trial period should run for a minimum of six to twelve months to really gauge the value and sustainability of the new boilers both in terms of cost effectiveness, sufficient heating and hot water etc and all the niggly things that are only likely to reveal themselves over time and seasonal change. If it should turn out for example that the acidic condensation from the flues do in fact have an adverse effect on the external brick work and mortar as one leaseholder has pointed out, we will be in a very difficult position thereafter, so it would be in ours and the council's interest to eliminate any chance of long-term damage to these buildings which sit with in a designated conservation area. Why hasn't Camden tested their proposed system on block 118 before starting the consultation process?</p> <p>Having said that, we (flat D Croftdown Road) support the principle of replacing the existing communal heating systems with individual systems as our communal boiler is reaching the end of its life (it breaks down very often) and we would like to get rid of the water tank in our flat, so we are quite keen for the communal boiler to be replaced with individual boilers. However, as expressed above and in my many emails to Camden over the summer, we cannot support this application without a well defined and properly costed proposal. Moreover, we are unhappy (and deeply frustrated) about the way in which Camden has been conducting the consultation / communication process and ignoring our various emails and information requests.</p> <p>For instance, the Leaseholders of 2, 4 &amp; 55 Chester Road, 89, 120, 122 &amp; 124 Croftdown Road, and 74 &amp; 76 St Albans Road have been trying to engage with Mr. Chew, Mr. Wells and Mr Godz since 9 July 2015, but our concerns and questions regarding the proposed works have not been addressed.</p> <p>You will find below our comments, requests &amp; questions regarding a) our previous email enquiries to Camden, b) the compliance of the consultation process with section 20 regulations, c) Camden's current Partnering Agreement and d) Camden's new Procurement Strategy. The original email sent on 13 August (for which we have not received any answer from either Mr. Chew, Mr. Wells or Mr Godz), and our previous emails to Camden are at the bottom of the page).</p>

a) Previous email enquiries

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- We continue to believe that it is unrealistic to expect leaseholders to complete the options form or make specific observations without a well-defined and properly costed proposal.
- Once again, we would appreciate if you could send us the requested information and reply to the questions we sent in our email of 13 July (see email chain below).
- We also expect that a proper consultation process will be conducted once the requested information is sent and the questions raised answered (see below).

b) Section 20 compliance

- Do the works that you propose require compliance with section 20 regulations (this is not very clear from the documents you sent)?

Assuming they do, and that you decided to use Schedule 3 to consult with and inform leaseholder of qualifying works that are to be carried out under an existing long-term agreement, we understand that, in order to comply with the Commonhold and Leasehold Reform Act 2002, Camden (the Landlord) must serve a consultation notice on tenants that needs to include the following:

- Describe the works proposed to be carried out, or specify a (reasonable) place and hours at which a description of the works may be inspected;
- give the reasons why it is considered necessary to carry out the proposed works;
- contain a statement of the total amount of the expenditure estimated by the landlord as likely to be incurred by him on the proposed works;
- invite observations in writing on the proposed works or the estimated expenditure;
- give the address to which such observations must be sent;
- state that they must be delivered by the due date;
- give the date on which the consultation period ends;
- if facilities to provide copies of the documents referred to in the notice are not available at the place specified there, then copies must be provided to the tenant free on request.

- We consider that the meeting with Mr Wells and Mr Godz of 9 July did not give us enough information regarding the works proposed to be carried out nor did it address our concerns regarding the estimated costs.
- As mentioned above, we followed up the meeting with various emails requesting information and asking questions, for which we have not received a satisfactory response.
- Finally, some of us have not received a written confirmation of the new date on which the consultation period ends.
- We consider that the consultation notice has not complied with the Commonhold and Leasehold Reform Act 2002 and request that a proper consultation process is conducted once we have received all the requested information.

c) Camden current Partnering Agreements

We understand that Keepmoat was formed in 2012 following the merger between Apollo and the

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Keepmoat Group of companies.

- Please provide us with a copy of the exiting partnering agreement with Apollo Group and Lakehouse.
- In principle, Apollo is a different legal entity from Keepmoat. Was the partnering agreement with Apollo transferred to Keepmoat without any competitive procurement process?
- What are the consequences of any lessees not agreeing to the works?

We would like to take this opportunity to stress out that we are deeply sceptical about the capabilities of Apollo/Keepmoat/Lakehouse in providing a high quality construction/installation service after the appalling and unnecessary major works carried out to the roofs and windows on our block. We also question the validity of the long term agreement between Camden and Apollo and the consultation process as a whole.

d) Proposed Camden's New Procurement Strategy

Camden Council's two partnering contracts with Apollo Group and Lakehouse to deliver the current mechanical and electrical (M&E) planned maintenance and repairs for its housing stock are due to expire in March 2016. As a result, the Council is developing a new procurement strategy which involves the letting of 5 separate long term (5 years extendable to 10) mechanical and electrical maintenance and repair contracts.

According to Camden's Notice of Intent- Mechanical, Electrical, Lift Services & Ancillary Services- (issued on 4 December 2014) "by removing the 'middle man'...and by creating a larger number of smaller contracts, the council hope to manage individual specialist contracts for each service (such as lifts and individual boilers). As a result, the council will indeed increase its ability to directly manage the suppliers. the council feel that the separation of these services into individual contracts is the best approach in providing value for money and service delivery".

- If the Council feels that "the removal of the middle-man...and the separation of Mechanical, Electrical, Lift Services, Ancillary Services & Heating Services into individual contracts is the best approach in providing value for money and service delivery", doesn't it make more sense to wait until the new procurement strategy (i.e from March 2016) is in place rather than rushing through the works under the existing partnering agreement?

Many thanks and we look forward to hearing from you soon.

Javier and Karine Encinas (120 D Croftdown Road)

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2015/5372/P	K. Cronk & M. Mitchell	Flat C 124 Croftdown Road London NW5 1HB	27/10/2015 19:38:02	COMMNT	<p>Problems with and associated with the proposed flue terminal installations:</p> <p>We were promised in July/August the chance to assess a trial block, 118 Croftdown Road, which was meant to be ready by mid-September. There has been no trial at block 118. I made a 'site visit' yesterday and learnt that the work has NOT been done apart from drilling holes in their walls a while ago which have since been taped over. We (along with many other leaseholders) are waiting to see the results of full trial operations. It is yet to be demonstrated whether the new systems will work in terms of efficiency and savings. A proper trial period should run for a minimum of twelve months to really gauge the value and sustainability of the new systems in terms of cost effectiveness, sufficient heating and hot water, etc., and all the diverse and unpredictable things that are only likely to reveal themselves over time and seasonal change. The potential damage to the external brick mortar from acidic residue is a crucial factor which needs fully addressing, with due guarantees.</p> <p>If it should turn out for example that the acidic condensation from the flues does in fact have an adverse effect on the external brick work and mortar (as it has been suggested), leaseholders will be in a very difficult position subsequently.</p> <p>Any long-term damage to these buildings which sit within a designated conservation area would be unacceptable. Drawings sent to us show the rough positioning of the flues/ boilers but this has apparently changed since. We understand that plans for the internal pipe work will only be drawn up after the first internal assessment occurs. This is a conservation area adjacent to listed buildings and external flues are a visual negative and also a pollutant in terms of acidic fumes and condensation over the walls, detrimental to the fabric of the building.</p> <p>We have close to zero faith in the competence of Apollo and its general capacity to provide even a reasonable quality of construction/installation service after the appalling major works carried out to the roofs and windows on our block. The only real guarantee with their operations is that works will be disruptive, badly carried out and overpriced.</p> <p>We question the validity of the long-term agreement between Camden and Apollo and the consultation process as a whole (see further points below).</p> <p>Camden has not provided sufficient or clear information regarding the ramifications of our accepting a change to the terms of our lease agreement. In general we are strongly dissatisfied with the way in which Camden has been conducting the communication process and ignoring our various emails and information requests over the course of the last several months, including a pseudo-consultation period.</p> <p>Many queries collectively gathered from local leaseholders remain unanswered. These heating replacement schemes appear to be being rushed through without proper consultation. (IS THIS TO MEET A GOVERNMENT GRANT DEADLINE?)</p> <p>As a general point (which we know as widely agreed by local leaseholders) we object to the pursuit of such activity without a well defined and properly costed overall proposal. Whilst objecting to the way</p>

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in which Camden has conducted things so far and objecting strongly to Apollo carrying out the work under any circumstances, this does not mean to say that we necessarily reject in principle the replacing of existing communal heating systems with individual systems.

The proposal for work with the flues can't really be discussed without reference to the context in terms of the associated operations planned.

More generally, then, as leaseholders have repeatedly stated to Camden:

At the meeting with Derek Wells and Steve Gozdz on 9 July, the leaseholders expressed their concerns regarding the estimated costs and lack of detailed information on the proposed system. We followed up with an email to Mr. Chew, Mr. Wells and Mr Gozdz on 13 July, and reiterated it on 18 July, requesting soft copies of various documents and asking various questions. We received emails from Mr Chew on 23 July and from Mr Wells on 27 July, but the general consensus amongst leaseholders was that the vast majority of our concerns and questions were not addressed. This was mentioned in our email of 23 July to Mr. Chew, Mr. Wells and Mr Gozdz. As stated then and above, we believe that it is unrealistic to expect leaseholders to complete the options form or make more specific observations without a well defined and properly costed proposal.

Once again, we would appreciate it if you could send us the requested information and reply to the questions we sent in our email of 13 July.

We also expect that a proper consultation process will be conducted once the requested information is sent and the questions raised answered (see below).

Section 20 compliance

Do the works that you propose require compliance with section 20 regulations (this is not very clear from the documents sent)?

Assuming they do, and that you decide to use Schedule 3 to consult with and inform leaseholders of qualifying works that are to be carried out under an existing long-term agreement, we understand that, in order to comply with the Commonhold and Leasehold Reform Act 2002, Camden (the Landord) must serve a consultation notice on tenants that needs to include the following:

Describe the works proposed to be carried out, or specify a (reasonable) place and hours at which a description of the works may be inspected; give the reasons why it is considered necessary to carry out the proposed works; contain a statement of the total amount of the expenditure estimated by the landlord as likely to be incurred by him on the proposed works; invite observations in writing on the proposed works or the estimated expenditure; give the address to which such observations must be sent; state that they must be delivered by the due date; give the date on which the consultation period ends; if facilities to provide copies of the documents referred to in the notice are not available at the place specified there, then copies must be provided to the tenant free on request.

We consider that the meeting with Mr Wells and Mr Gozdz did not give us enough information regarding the works proposed to be carried out nor did it address our concerns regarding the estimated costs. As stressed above, we followed up the meeting with various emails requesting information and asking questions, for which we have not received any satisfactory response. Some leaseholders did not receive a written confirmation of the new date on which the consultation period ends. We consider that the consultation notice has not complied with the Commonhold and Leasehold Reform Act 2002 and

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					<p>request that a proper consultation process is conducted once we receive all the requested information.</p> <p>Current Camden Partnering Agreements</p> <p>We understand that Keepmoat was formed in 2012 following the merger between Apollo and the Keepmoat Group of companies. We would like to be provided with a copy of the existing partnering agreement with Apollo Group and Lakehouse.</p> <p>In principle Apollo is a different legal entity from Keepmoat. Was the partnering agreement with Apollo transferred to Keepmoat without any competitive procurement process?</p> <p>What are the consequences of any leaseholders not agreeing to the works?</p> <p>New procurement strategy:</p> <p>Camden Council's two partnering contracts with Apollo Group and Lakehouse to deliver the current mechanical and electrical (M&amp;E) planned maintenance and repairs for its housing stock are due to expire in March 2016. As a result, the Council is developing a new procurement strategy which involves the letting of 5 separate long term (5 years extendable to 10) mechanical and electrical maintenance and repair contracts. According to Camden's Notice of Intent- Mechanical, Electrical, Lift Services &amp; Ancillary Services- (issued on 4 December 2014) "by removing the 'middle man' ...and by creating a larger number of smaller contracts, the council hope to manage individual specialist contracts for each service (such as lifts and individual boilers). As a result, the council will indeed increase its ability to directly manage the suppliers. The council feel that the separation of these services into individual contracts is the best approach in providing value for money and service delivery".</p> <p>If the Council feels that "the removal of the middle-man...and the separation of Mechanical, Electrical, Lift Services, Ancillary Services &amp; Heating Services into individual contracts is the best approach in providing value for money and service delivery", we submit that it doesn't make sense to do other than wait until the new procurement strategy (i.e from March 2016) is in place rather than rushing through the works under the existing partnering agreement.</p>

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