

	<p><b>Fernwood Maintenance Strategy Group Meeting</b>  <b>15 July 2015 – 10.00am</b>  Village Hall Meeting Room - Fernwood</p>
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<b>Attendees:</b>	<p><b><u>FERNWOOD Parish Council</u></b>  Jim Weale – Chairman to the Parish Council</p> <p><b><u>FERNWOOD Maintenance Strategy Group</u></b>  David Heath  Sue Taylor</p> <p><b><u>BARRATTS/DWH</u></b>  Chris Penn, Commercial Director</p>
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<b>1.</b>	<b>Ownership of the open spaces within Fernwood</b>
	<p>CP advised that Barratts had no wish to retain ownership of the open spaces and would consider transferring ownership to NSDC in accordance with the Planning Permission and would have no issues if the NSDC subsequently transferred the land to the Parish Council.</p> <p>Following a statement by Robert Galij at a previous Development Briefing Meeting regarding the maintenance of the land, CP confirmed that it had signed a 999 year lease with First Port and that whoever owned the land would be unable to maintain it due to the existence of that lease. There are two agreements, one relates to the maintenance of the land. The other is for the 999 year lease which comes into effect 28 days after the completion of the last house in Central Fernwood.</p> <p>DH asked if the Group could see a copy of the lease and was told no by CP. It was pointed out that if the Council was to take ownership of the land, then it would have a right to see any conditions and leases that affected it. CP agreed to take legal advice on that.</p> <p>DH stated that the residents were massively concerned that once Barratts departed from the site, First Port would have a completely free hand to impose whatever increases in maintenance costs and other charges. He reminded CP that the cost of asking permission to have a solar panel installed was £250 and that a recent inquiry to add a conservatory to a freehold house had been told that the cost of approval would be £700. In addition, there would be nothing to stop First Port making a charge for permission for the Council to use the open space for an event.</p> <p>CP was asked if it was morally correct for freeholders to have a legal tie in to a company for 999 years which extended far beyond the boundaries of open space maintenance. CP declined to comment.</p>
<b>2.</b>	<b>Agreement of Maintenance Arrangements</b>
	<p>At the previous meeting, CP had been made aware that The Council had no record of Barratts asking for the approval of, or receiving agreement to the maintenance arrangements for the open spaces for each phase of the development as required by the Planning Permission. CP agreed that he could not find any such agreements. DH stated that following an FOI request to the Council, NSDC also had no record of Barratts applying for such approval. The argument from CP that the documents were over 10 year old was dismissed by DH as approval had been required for each phase and there for phases 7 and 8 were recent.</p> <p>It was the view of the Fernwood reps that had NSDC been given the opportunity to agree</p>

	<p>or refuse the maintenance arrangements that Barratts had put in place, it would have had the opportunity to refuse or correct any of the anomalies that existed today. Whilst it was agreed to a point made by CP that the Council should also have followed up the outstanding approval and were therefore also responsible, Fernwood considered that Barratts were the most responsible as they had neglected to apply for permission.</p> <p>CP was reminded that Barratts have a duty of care to their purchasers and neither the Sales Office nor their Website mentions anything about the properties being 'tied' to a Property Management Company or the name of that company.</p>
<b>3.</b>	<b>Poor Performance By First Port</b>
	<p>CP was reminded of the list of poor performance factors of First Port which included:</p> <p><b>Communications</b> - failure to respond within previously agreed timescale and also failure to respond entirely, as in the information promised “by return” in March was still awaited.</p> <p><b>Accounting</b> - numerous errors in accounts, many of which FP had already agreed but many were also outstanding including the “gift of benches by FP to Fernwood” for which Fernwood was later charged.</p> <p><b>Large Items of Expenditure</b> - despite previous agreement by FP, no consultation had taken place prior to the purchase of equipment involving large items of expenditure.</p> <p><b>Budget Consultation</b>- despite previous agreement by FP and subsequent reminders, there had been no consultation on the preparation of the 2015/16 budget which has involved a significant increase in the cost of maintenance.</p> <p><b>Budget Presentation to Residents</b> - despite a previous agreement and subsequent confirmation by FP, no presentation of the budget had taken place to residents in advance of the issue of bills.</p> <p>Fernwood considered that the refusal to provide information in a timely manor amounted to a breach of consumer trust.</p>
<b>4.</b>	<b>Maintenance of Car Parking Areas</b>
	<p>ST asked what were the maintenance arrangements for completed car parking areas, as in, did the 5 year maintenance by Barratts apply. CP replied that there were no ongoing maintenance arrangements by Barratts but that any issues that were clearly down to a problem in construction that were brought to their attention would be rectified.</p> <p>Fernwood considered that there was little incentive for FP to raise the issues with Barratts when it would otherwise be charged to residents. CP responded that FP had raised some drainage issues that Barratts had repaired but items that were clearly damage, like to bollards would be chargeable.</p>
<b>5.</b>	<b>Land Handed Over For Maintenance</b>
	<p>ST asked if there was a standard level of agreed condition of a piece of open space before it was handed over to FP. CP replied that there was an documented standard that was followed.</p> <p>A request was made for the handover dates for each piece of land and car parking area. CP agreed to provide.</p>
<b>6.</b>	<b>The Meadow</b>

	<p>CP was asked about the history and current status of the maintenance of The Meadow. CP responded that maintenance of The Meadow had been always been the responsibility of FP but Barratts had previously arranged for it to be mown free of charge. Once this free arrangement stopped, FP will now flail mow the area twice a year, with the mowings being left in place. CP said that Fernwood representatives had discussed the possibility of improving the area but this had not been agreed.</p>
<b>7.</b>	<b>Action Points</b>
	<p><b>CP to investigate the handover of the open spaces within Fernwood to NSDC</b>  <b>CP to investigate the provision of a copy of the 999 year lease with FP to Fernwood</b>  <b>DH and ST to write to CP with details of the failures of FP with a view to CP gaining a legal opinion of whether the failures to date constituted significant failures sufficient to cancel contract with FP.</b></p> <p><b>Outstanding from previous meeting:</b>  <b>CP to review and comment on the basis for maintenance charges, determination whether the ‘extras’ levied for home improvements, mortgage charges etc were fair and reasonable, whether the one off purchases of capital equipment by FirstPort could be correctly apportioned to Fernwood</b>  <b>CP to provide details of how Barratts have monitored the service provided by First Port</b>  <b>CP to provide a document detailing the handover dates for each area of land/car park</b></p>
<b>8.</b>	<b>Date of the next meeting</b>
	18 <sup>th</sup> August 2015 at 10.00 in the meeting room of the Village Hall.