

Fernwood Maintenance Strategy Group Meeting

18 August 2015 – 10.00am

Village Hall Meeting Room - Fernwood

Attendees:	<p><u>FERNWOOD Parish Council</u> Jim Weale – Chairman to the Parish Council (left at 11.30)</p> <p><u>FERNWOOD Maintenance Strategy Group (FMSG)</u> David Heath Sue Taylor Pete Murray (arrived at 10.20)</p> <p><u>BARRATTS/DWH</u> Chris Penn, Commercial Director ??, Quantity Surveyor</p>
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1.	Ownership of the open spaces within Fernwood
	<p>CP confirmed that Barratts had spoken to Newark and Sherwood District Council (NSDC) re the ownership of the open spaces and advised that any transfer was likely to take in the region of 6 months to complete which would mean that it would not be likely to take place until at least the completion of the final property in Fernwood Central. The 999 year leasehold agreement with First Port (FP) would be part of the discussions regarding the land transfer but disclosure would only be to NSDC.</p> <p>CP reiterated that Barratts would not make the 999 year lease available for viewing to FMSG as it was commercially sensitive. FP were initially blamed for this but CP agreed that Barratts were against the terms of the lease being made available to the group.</p>
2.	Poor Performance By First Port
	<p>CP reported that he had taken legal advice regarding the list of failures of First Port supplied by the Group. The advice was that Barratts would only consider “Non -performance” rather than poor performance and this would comprise:</p> <ul style="list-style-type: none"> No work on site; No Program of work for the site; Not attending any meetings. <p>CP advised that whilst there were apparent errors in the finances, that FP had agreed to a complete review and would report back in October and were willing to put errors right. CP reported that their legal advice was that a chance of a claim against FP would be 0% because FP are willing to put right any mistakes.</p> <p>CP reasoned that a further request for FP to provide copies of the 'analysis of service expenditure' sheets for prior years would not be suitable. A review is currently taking place and if errors have been made, FP should have the opportunity to identify them first.</p> <p>In answer to a question, CP confirmed that Barratts did not receive any payment from FP from the contract.</p>
3.	Options to Cancel Contract
	CP advised that even if a vote was taken before the 5 year period in the contract was

	complete, Barratts were under no legal obligation to cancel the contract of FP and would not feel legally able to do so.
4.	Maintenance of Car Parking Areas
	<p>CP advised that car parks were supplied with a 2 year fault correction agreement. ST pointed out that invoices in 20011/12 and 2013/14 had been paid for drainage works to car parks and CP agreed to investigate those instances.</p> <p>The car parks in general were discussed regarding the 'freeholder' of each part. It is a complicated arrangement and every car park could be different with freehold residents owning their spaces only and leasehold residents leasing their spaces and the tarmac in between being owned by Barratts. Fernwood asked if the car parks would be handed over to NSDC in addition to the 'green open spaces' or where only freeholders owned spaces, if the car park could be offered to the freeholders on a 'shared space' contract. CP would investigate and report back.</p> <p>CP agreed to provide more plans of the site in addition to the one previously provided and he was asked to identify when each car park was handed over.</p>
5.	The Meadow
	CP reported that the ragwort had now cleared from the meadow as it had been allowed to flower and die off. The farmer had been asked to check the field to see if he would start flail mowing the Meadow again. CP stated that Fernwood have not bought equipment to maintain this area.
6.	Additional Charges by First Port
	<p>CP was made aware of significant increases in charges termed as "Property Transfer Fees" by First Port. DH pointed out that between March 2014 and May 2015, some fees had risen by 44.9% and others had risen by over 25% which was a massive increase in comparison to the inflation increase for the year.</p> <p>CP was unaware of these charges and the Group supplied an analysis completed by ST and copies of the FP fees document.</p> <p>CP undertook to investigate and report back.</p>
7.	Freehold Contracts
	<p>Discussions re the clauses contained in the Freehold contracts and the type of 'restrictions' placed on freeholders highlighted that the Third Schedule, Part A, paragraph 9 did not mention that a charge could be made for the written consent. However residents are being requested to pay a fee.</p> <p>ST asked for reasons why 'leasehold type' restrictions were contained in the Freehold contracts.</p> <p>CP offered to provide a written statement from Barratts about the contracts.</p>
8.	Capital Equipment Purchases

	CP advised that the machinery required by FP to undertake the grounds maintenance contract had been bought by FP and was owned by FP and was being charged back to Fernwood over a 3 year period, the cost of which was contained within the overall maintenance charge.
9.	Greylees Development
	JW advised that the Group had been in contact with owners from the Greylees development who had been concerned about their development. CP advised that the Management Company for Greylees was called Resolute Management Group, which was First Port by another name. The maintenance of the development was managed by a "Board" which was CP and a rep from FP. At the end of the build, resident directors would be invited to the Board when the builder dropped off.
10.	Void Charges
	ST requested CP to explain the void charges. CP explained this complicated procedure to arrive at the amount the developer pays towards the maintenance of the communal areas during the build life. The calculation is made with regard to the area of land handed over to FP for maintenance and the number of houses sold versus those planned still with the developer as unsold, or not yet built. BDWH paid the gardening contractor for the first few years in lieu of the void payment because this was the cheaper option. However, as the number of houses sold increased, the amount of void charge liability reduced, so BDWH were only required to pay a proportion of the gardening maintenance costs.
11.	Apartment Buildings
	PM asked if the 'freehold' of the apartment buildings had been sold by Barratts. CP was not aware that this was the case.
12.	North Development
	DH recalled that Robert Galij of Barratts had stated at a meeting that the maintenance of Fernwood North would not be undertaken in the same way as Fernwood Central. Whilst this was to be welcomed that more people were not tied into the type of contract that had given rise to the problems within Fernwood Central, DH considered that it was important for there to be similar maintenance arrangements throughout the enlarged Village to avoid any inequities and potential problems with the use of the facilities at present funded by the residents of Fernwood Central. He suggested that the best way out of this would be for Barratts to buy First Port out of the contract using the money that had been saved by not paying the Council to maintain the open spaces for 15 years. CP responded that there was not a pot of money available for such a purpose. DH stated that a serious concern of the residents was the proposal for the North Build to continue to use Goldstraw lane as the main access for the residents of the North Development. He requested that Barratts look again at the possibility of making a new access to the North development off the A1 Southbound sliproad, similar to the Coddling sliproad development and that this be funded by making no changes to Hollowdyke Lane.
12.	Outstanding from previous meeting: CP to provide details of how Barratts have monitored the service provided by First Port

