## Fernwood Residents' Association (FRA)

Minutes of the FRA Committee meeting held at 7.00 pm on Tuesday 2 February 2016 Fernwood, Village Hall

Present:

Acting Chairman - Parish Council Chairman (JW)

Secretary - Sue Taylor (ST)

Treasurer - Jeff Hobson (JH)

Janet Tindall (JT)

Sue Hobson (SH)

Barry Smith (BS)

Ken Forbes (KF)

Chervle Mack (CM)

Parish Council Representative: Jim Weale (JW)

Invitees:

1 WELCOME

> Acting Chairman for FRA, the Parish Council Chairman Jim Weale, agreed to run the meeting agenda. He welcomed everyone.

2 **APOLOGIES** 

David Heath (DH), Reg Robinson (RR), David Mack (DM)

MINUTES OF THE PREVIOUS MEETING - 5th January 2016

The Minutes were accepted as an accurate record.

ST - upload to website

**ACTION** 

MATTERS ARISING FROM THE MINUTES OF THE PREVIOUS MEETING -5<sup>th</sup> January 2016

Formal Complaint to Newark & Sherwood District Council (NSDC): The complaint was posted by 1st Class mail on 6th January. No reply after a couple of weeks so DH phoned & then confirmed by email, as requested by NSDC, and was told that the letter was received 11<sup>th</sup> January and being dealt with by Andrew Muter. 1st Feb Mr Muter emailed to inform that a review is being held, due for completion by the end of February. (see attached-Appendix 1)

First Port Presentation: Not all Committee members were able to attend but those who did found it positive that First Port are starting to communicate. Chris Attwater from First Port appeared quite aggressive when introducing the meeting. The presentation from Craig Bromely was laborious which left little time for the Resident's concerns. Promises have been made for continued good communication, letters to residents informing that a 'seller's pack' is not a legal requirement when selling the property, articles for the Fanfare, and on-going meetings with representatives from FPC & FRA.

#### TREASURER'S REPORT

FRA Account: Please see attached (appendix 2) showing an overall Balance £901.92 plus £26.83 cash in hand. The balance is made up of the following:

FRA: - Balance £549.05 + £26.83 petty cash.

Includes a receipt of £25 from an advertising insert in the Fanfare.

Conservation Group: - Balance £352.87.

This balance does not take into account an outstanding payment for Wild Flower Seed of £70.15 and expected rotavator hire expenses

Neighbourhood Watch: - Balance £0

The £1,000 receipt is still awaited.

FRA DWH Project Development Fund: Please see attached (appendix 3) with balance £3,947.80.

#### 6. REPORT FROM THE PARISH COUNCIL (FPC)

JW reported that:

- FPC have written to Craig Bromely of First Port thanking him for the recent 2 day meeting held with 3 representatives of Fernwood residents.
- There is a meeting on Friday 5<sup>th</sup> Feb between FPC (J. Gould & B. Smith), NSDC (N. Mison) and Barratt David Wilson Homes (C. Penn & R. Gaji) as a fact finding mission concerning the on-going devolution of responsibilities from NSDC to FPC. The topic for discussion will be of land ownership.
- FPC have written to MP Robert Jenrick thanking him for his work with highlighting the future national problem of management companies/developers and new houses and especially for his help with First Port at Fernwood
- FPC have written to MP Robert Jenrick thanking him for his work concerning the issues with Newark Hospital as reported in the Newark Advertiser.

#### 7. UPDATE FROM FERNWOOD MAINTENANCE STRATEGY GROUP (FMSG)

ST & KF reported that they felt the 2 day review of the Fernwood accounts with Craig Bromely, John Jeys and Vinay Trivedi from First Port was a useful start to good communications. Craig Bromely advised that all misallocated expenses charged to schedule 1 will be refunded via an adjustment in the coming year accounts. The review highlighted the extent to which some residents have paid for the infrastructure development of Fernwood and revealed a few anomalies. First Port are to advise of a suitable date at the end of February to report back on the agreements made. (See attached report- appendix 4)

#### 8. ADVERTISING IN THE FANFARE

The Parish Clerk has confirmed that any Fanfare advertising revenue may be received into the funds of FRA. The current rates are: % page £55 / % page £65 / % page £75 & full page £100. JH advised that although interest had been sought to advertise, nobody had actually taken up the opportunity and JH felt it was probably due to the high rates.

JH proposed reducing the rates to: ½ page £25 / ½ page £30 / ½ page £40 and forgetting a full page advert and trying to fill just one page with small adverts.

The Committee Agreed to this proposal.

#### 9. DOG FOULING

BS revealed that face book comments have highlighted the dog fouling issue is still a concern.

JW advised that 2 new dog bins for Thomas Rd footpath exit to Spring Lane and corner of Apple Ave & Pach Way were being provided by FPC and should be installed soon.

BS said there is a Neighbourhood Watch(NW) form which could be completed by residents which in turn would instigate a Newark Dog Warden to come to Fernwood and inspect/follow dog walkers with the intention of stopping the issue or if necessary taking perpetrators to court.

The Fernwood school children created some signs a few months ago. Where are they?

Additional suggestions were to highlight the occurrence using spray paint.

As there is already 'Dog Fairy' advert on Fernwood face book, the Committee agreed the way forward at present would be to use this advert alongside an article in the Fanfare highlighting the dog fouling issue and mentioning the NW form.

JH to action

#### 10. FERNWOOD FUTURE PLANNING EVENT

There is to be a Community event in the Village hall on Friday 11<sup>th</sup> March evening and Saturday 12<sup>th</sup> March afternoon to raise the profile of the various groups, activities and businesses within Fernwood and to try and get some feedback/opinions of residents as to how they would like Fernwood to evolve. This event is a joint initiative by the Neighbourhood Planning committee, who need to consult with residents, and a committee looking to help the youth of Fernwood and would like both parental and youth opinions and ideas. The event will provide a strategic report for the future of Fernwood and help with planning any necessary future funding.

The Committee agreed that this event was a good idea. FRA will be represented.

A leaflet drop about the event is to be done and an advert for the event will be placed in the Fanfare. CM suggested asking Earl's if a notice can be placed on their rolling advertising board. This idea will be progressed by the organising group.

Part funding is coming from available monies to the Neighbourhood Planning committee but BS

ST to get volunteers

& JT requested a 'match funding' from the David Wilson Homes Bursary Fund. The room hire will be free but expenses include bouncy castle, food etc to entice resident attendence. A full and written application has not been made and therefore rejected.

ST suggested that if FRA had the funds then perhaps FRA should assist with this community event. JH agreed that funding would be possible and the committee approved an amount of up to £500 would be made available.

Secretaries Note: A reduced maximum spend of £300 has been later agreed due to the FRA Committee having a smaller available balance than first thought.

#### 11. DAVID WILSON HOMES BURSARY FUND - APPLICATIONS

Fernwood Conservation & Maintenance - Future Projects (See attached-appendix 5)

Although the application stated a number of projects identified as a wish list, the following concerns were raised:

- the application for funding was vague and did not provide budgets or expected on-going plans and costs for each project
- some projects involved land which is not and will never be the responsibility of Fernwood residents - roundabouts (highways), school pond (school), Shop car park flower bed (shops owner)
- the group are not raising funds from any other source

JW informed JH that highways department would be changing the road lay out and roundabouts with the future building program and the Committee suggested that if the group wished to progress with the project then other ways of funding should be sought. i.e. approach businesses to sponsor the roundabouts through the council sponsorship scheme or approach the council prior to the re-development with ideas for the roundabouts.

ST & KF advised that First Port had informed that the balancing pond currently maintained by residents through the service charge would be moved when the north build commenced and as yet the other two balancing ponds were not being handed over to First Port nor FPC by the landowner.

The Committee turned down this application

The Committee suggested that the group use the community event to raise funds, promote their group and garnish support and ideas from the residents and then apply again with more detailed costs and specifics for immediate project funding.

Fernwood Conservation & Maintenance - Fruit Trees (See attached-Appendix 6) Concerns raised:

- the land is not owned by Fernwood residents
- Fruit Trees require a maintenance scheme from planting onwards
- the amount of funding requested appears to be quite small

JH advised that the group had verbal confirmation from the agent's (First Port) of the landowners and stated that the group wished to plant an 'orchard' for the community to pick the fruit. The group would take full responsibility for the maintenance of the trees and residents would not be asked to pay extra within their service charge to First Port. When asked if the group would like to amend the amount being requested, JH stated that £162 would cover all necessary costs.

The Committee agreed in principal to the application with the following conditions:

- 1) Written confirmation is sort from the land owner/First Port
- 2 )A documented maintenance plan for the trees is made.

#### 12. PUBLIC MEETING

The FRA constitution states that FRA should hold 3 public meetings. Plans are already in place with the school hall booked for 1st March. Suggestions of speakers:

- FPC re the Neighbourhood Plan
- FMSG re the First Port discussions

Also Sue Saddington should be asked if she would like to come and speak about events concerning Fernwood from a NCC perspective. Bob Hattersley has been approached and he has declined this time as he nothing new to say.

DH has agreed to chair and the Committee were asked to arrive at the school between 7pm -7.15pm in case the room required set-up. A comments box will be made available at the meeting.

The Community Event leaflet drop will include the Residents meeting information and adverts | ST to liaise with BS

ST to invite speakers

BS to liaise with JH

placed on the school notice board, the FRA notice board & Website, Village Hall notice board and on Fernwood Face Book.

#### 13. CORRESPONDENCE

None

#### 14. ANY OTHER BUISNESS

JH advised that Jim Gould has expressed a wish to re-join the FRA Committee.

The committee currently consists of 10 members and agreement was given that Jim would be welcomed if he wished to return as a committee member.

## 15. DATES OF FUTURE MEETINGS 2015/16 2016 Committee meetings 7pm start:

5<sup>th</sup> Apr, 3<sup>rd</sup> May

ST amend the FRA website

#### 2016 Public meetings 7.30pm start:

1<sup>st</sup> March, 7<sup>th</sup> June (AGM)

The Committee were requested to be at the school between 7pm & 7.15pm in case room set up was required.

CLOSE -The meeting closed at 9.40pm.

Dear Mr Heath

APPENDIX L.

I acknowledge receipt of your formal complaint dated 6 January 2016.

The matters raised in your complaint have been the concern of an ongoing dialogue with local residents, community organisations and Fernwood Parish council for over some considerable time. I do have some concerns that repeatedly going over this ground is not leading to any sort of resolution and is consuming considerable resource.

Your letter raises a wide range of issues which will require access to archives and may require searches to ascertain whether the Council still holds relevant information. I have therefore asked the Deputy Chief Executive to undertake a review to respond to the specific points you have raised and to treat such a review as a management review under our complaints procedure. Given the extensive nature and history of the matters raised I have agreed that a reasonable timetable for the review would be for completion by the end of February.

Yours sincerely

Andrew Muter

Chief Executive

### Sheet1

1ST APRIL 2015 TO

2<sup>nd</sup> Feb 2016

TREASURE	RS REPORT	
Opening Bank Balance		1361.12
Receipts 15/01/16 Anthony Barson Leaflet dist	ribution	25
Payments 06/10/15 Bird Hide construction 06/10/15 Bareflame website rental 27/10/15 Bird hide signs	cheque no 100097 100098 100099	356.2 72 56
Net Receipts/Payments		459.9
Closing Balance		901.92
Cash in Hand		26.83
Income due not received Payments due not paid	Wild flower seed	neighbourhood watch 1000 70.15
	Signed 2 <sup>nd</sup> Feb 2016	Jeff Hobson (Treasurer)

FERNWOOD RESIDENTS ASSOCIATION (FRA)

Sheet1

FERNWOOD RESIDENTS ASSOCIATION (FRA)

1ST APRIL 2015 TO

2<sup>nd</sup> Feb 2016

**DWH Project Development Fund** 

TREASURERS REPORT

**Opening Bank Balance** 

4469.8

Receipts

No activity

**Payments** 

17/11/15

Mothers and Toddlers group

522

**Net Receipts/Payments** 

522

**Closing Balance** 

3947.8

Income due not received Payments due not paid

> Signed ..... 39 Date.....

2<sup>nd</sup> Feb 2016

Jeff Hobson (Treasurer)

nil

nil

## First Port / Fernwood Review Meeting 12th & 13th January 2016

First Port (FP) - Site Manager, Craig Bromley (CB), Finance Analyst, Vinay Trivedi (VT), Site Supervisor, John Jeys, (JJ) Fernwood Residents (FR) - Sue Taylor (ST), Margaret Siddle (MS), Ken Forbes (KF)

#### Overview

Throughout the two days amicable discussions took place regarding the past history and frustrations of Fernwood residents. Even though purchase contract issues have also become apparent in recent years, it is the lack of communication of the frontline representative - the management company - that have made residents extremely angry over the past 7 years. The majority of properties at Fernwood are freehold dwellings requiring FP to merely maintain the land and residents do not understand their bills and have no control of the money spent. Residents have no trust in or goodwill towards First Port.

CB resolved to improve relations and realised it would take a considerable time.

Overall it was a productive meeting and the following notes are a précis of the discussions and agreements.

#### **Accounts Review**

An in depth review of all invoices had been undertaken by FP during 2015 and revealed approximately £12,500 of wrongly allocated expenses. The accounting regime has been tightened up to ensure future invoices are correctly allocated and the Site Manager will check the accounts each year end prior to audit. FP hoped that they and a small group of residents would jointly review future budgets and accounts.

Agreement: The misallocated expenses will be refunded to schedule 1 via an 'adjustment of prior years' in the next set of accounts.

Agreement: VT will send to ST a full list of the identified errors plus the detailed expenses listing for all years.

FR inspected many random invoices from the different years concentrating on the general repairs and additional tree works categories. It became obvious that a large amount of expenses have occurred due to infrastructure requirement in the form of fencing around the open spaces, signs (for the tennis courts, Petanque pitch, 'no dogs', 'no ball games' etc.), swipe card access control for the tennis courts, waste bins, benches, bat house storage alterations and the creation and fitting out of the management company site office. Three invoices totalling approximately £9,500 to create the site office toilet facilities, walls ceiling and electrical source were fiercely contended by Fernwood. The developer (freeholder of the land) requires the management company and the management company requires an office. Residents should not have to foot the bill.

Agreement: FP will ask the developer for the payment of the site office creation expenses and report back.

FR asked for all the bank charges for each year to be refunded due to the account being in credit, 2 streetlight replacement bulb expenses from petty cash and the site salary expense for 2011/12 which has been overcharged by about £13,500. Also a review of all the land registry expenses charged.

Agreement: FP agreed to look into these expenses and report back.

It should also be noted that an inordinate amount of expenses have been charged to clear bin stores of dumped waste items.

#### Accounts y/e 2004 - 2007

Discrepancies in the charge to residents and the charge due using the audited accounts was caused by the method FP used in calculating the developer void charge for gardening. This method changed in 2009. The actual amount of overcharge has not been agreed because FP believe it to be approximately £15,000 and ST believe it could be nearer £30,000. (average £100 per dwelling for approx. 300 dwellings). ST gave FP calculation sheets for each different type of dwelling using the schedule 1 audited account figures and the FP method of expenses x % + apportioned fixed management fee to calculate the charge due.

FR stressed that the accounting errors are due to FP's accounting system and should not be borne by the Fernwood residents. In order for the issue to be resolved quickly it is hoped that a figure which includes compensation can be agreed upon between FR and FP. Some residents have now moved, some within Fernwood, some outside. The process of repayment will be discussed when the amount has been agreed.

Agreement: FP will discuss with the developer for a refund payment. If the developer is unwilling, then FP will see if they can write-off this error.

## First Port / Fernwood Review Meeting 12th & 13th January 2016

#### Management Fee

The management fee includes head office administration costs and profit. When asked about the level of fee, the 'industry standard' stance being like a cartel within the management company business was discussed. Surely it doesn't cost double to manage the estate for 500 houses than it does for 1000? 88% of the properties are freehold dwellings and require very little head office administration.

It was news to CB that the management fee payable within schedule 1 was not being applied as a flat rate at Fernwood.

\*\*greement: CB will see if FP can give a discount for volume due to the number of dwellings at this site and look to changing to a flat fee.

#### Careline Monitoring Service

Full discussion regarding the need for this service provided by an outside company employed by FP.

Agreement: It will be kept for the time being. FP will investigate how many times the service has been used for schedule 1 and provide an article for the Fernwood Fanfare putting forward their reasons for the service plus the contact telephone number. If the majority of residents decide that they don't require it, FP will cancel the service.

#### Petty Cash

A random selection of petty cash invoices were examined.

Agreement: All petty cash invoices in future will be detailed with the schedule the expense relates to.

#### Voids

Discussion around the method employed by FP and the developer to calculate and pay voids revealed that not all dwellings are used in the calculation and voids are not applied to reserve contributions. FR stated clause 8.2 from the freehold deed of transfer which shows that the developer should pay for any dwelling not paying a service charge that has been built or planned within the title land number: NT 340689. If the management fee is calculated on a completed site, then the voids should be calculated using a completed site.

Transferor's Covenant (Clause 8.2) - pay and contribute to the Manager a void service charge (calculated in like manner to the Variable Rentcharge) for every Dwelling (other than the Property) during the period when the same shall for the time being remain unconstructed and for any period during which the transferee or lessee thereof is not subject to an enforceable covenant to pay service charge or Variable Rentcharge (as appropriate)

Definition of Dwelling - the Property and all other freehold and leasehold properties forming part of the Estate and 'Dwelling' means any one of them

Definition of Estate - the land situate at Fernwood Balderton Newark now or formerly comprised in the above Title number (together with and adjoining or neighbouring land which may be added thereto within the Perpetuity Period) and together with any buildings or structures erected or to be erected thereon or on some part thereof

Agreement: FP will take all aspects to their legal department, investigate and report back.

#### Percentages

FP were unable to advise whether they or the developer calculated the percentages that Fernwood property owners are contracted to pay. FR advised that the percentages for the 918 dwellings listed on the service charge sheet add up to 100% and therefore phase1 are not included. Clause 8.2. above was re-iterated.

Agreement: FP will investigate and report back.

#### **Deed of Transfer**

FP were unable to say who created the freehold deed of contract. It was likely that it was done as collaboration.

# First Port / Fernwood Review Meeting 12th & 13th January 2016

#### **Additional Fees**

Permission Certificates- Third Schedule, Part A, Clause 9 & 10

- The cost for permission certificates for aerials and satellite dishes has been removed
- The justification for the requirement to ask and pay for permission to alter any part of the exterior of a freehold house was discussed in depth. The argument that phase 1 did not have the restriction after a 5 year period strengthened the case for the obligation to be removed. FP however, felt they had a legal obligation to police the look of the estate on behalf of the developer which incurs costs. Following a look at the freehold contract it revealed that there is a Manager's Covenant allowing the removal of any obligation (see below).

Manager's Covenant (Clause 7.1.3) - if at any time the Manager shall reasonably consider that it would be in the general interests of the transferees and lessees of the Dwellings so to do the Manager shall have power to discontinue any of its obligations which in its opinion shall have become impracticable or obsolete PROVIDED THAT in deciding whether or not to discontinue any such matter the Manager shall agree with the views and wishes of the majority of the transferees and lessees of the Dwellings.

Agreement: FP will ask the developer for his consent for FP to remove this obligation. If agreed, FP to obtain the consent of a majority of the freehold residents, with the end result of removing this obligation for all freehold properties within Fernwood.

#### Sellers Packs

FR asked for justification for a freehold resident to be <u>forced</u> to buy a sellers pack. The information provided is for the purchaser of the property and the only requirement a resident selling has is to obtain a letter that they may sell. This should only incur a small administration fee.

Agreement: CB will investigate and report back with 3 case studies: (1) A freehold resident, no mortgage (2) A freehold resident with mortgage (3) A Leasehold resident.

#### Re-mortgage Fees

FR accept there is a legal requirement within the deed to pay a reasonable fee. However the recent % increase was way above inflation and an answer of 'industry standard' is not satisfactory.

Agreement: CB to investigate and report back at their resident meeting booked for 21st January 2016.

NOTE: FR stated that they had contacted a barrister, expert in contract law, who advised any charge made to freeholders for any permission certificates for alterations or aerials would be in breach of contract.

FR stressed that the additional fees is a major concern to residents and they do not see the justification for FP to arbitrarily increase the fees to 'industry standard'.

#### Previous Q&A: Recent Replies

A quick run through of the Q&A list revealed that most had been covered already over the two days.

Year End Accounts - Adjustment Invoice Design

Much information is provided to Fernwood residents but it is not presented in a way residents can understand. This is why the frustrations started. It should have been paramount for FP to provide a final adjustment billing invoice which is clear.

Example:	
Total Maintenance Service Expense x %	***
Management Fee incl. vat	***
Less Amount paid June / December	***
Less any interest credited	***
Total Due for payment	

FP are actively looking at the billing invoice to make things clearer but any changes would not come into effect until 20016/17.

## First Port / Fernwood Review Meeting 12th & 13th January 2016

#### General

Communication

FP have stated they intend to write regular articles for the Fanfare to keep residents informed of the maintenance programme.

**Budgeting Process** 

FP would like to involve Fernwood Residents' Association (FRA).

Site Staff

This year there are now 3 site staff: Grounds men - John Jeys (JJ) and Alan (schedule 1), plus a young lad concentrating on the car parks, maisonettes and apartments (schedule 2, 3, 4). JJ will also be involved with a lot of administration work and so his salary will be paid by FP within the management fee and not charged as a site expense.

Site Equipment: The Site Van

The site van is leased from JJ's wife's company and includes all petrol, tax, mot and servicing. It is parked overnight outside the site office and at £300pm is deemed a fair expense. The van is used to fetch fuel for the gardening equipment, take green waste for recycling and for general movement of equipment around the estate.

Site Equipment: Mowers etc.

New equipment has been purchased to bring the gardening 'in house'. The equipment costs will be spread over 3 accounting years and be part of the Fernwood Site Inventory. i.e. if the management company leave, the equipment remains in the ownership of Fernwood.

A vehicle has recently been stolen and replacement is being handled within the insurance cover.

Bat House - General & Garden Equipment Store

Over the years major expenses have been charged to Fernwood residents to maintain or alter the Bat House store; roof repairs, door repairs and new stronger shutter doors installed for more security, a dividing wall has been knocked down and floor bolts installed allowing the large garden equipment to be chained in place.

#### *Un-adopted pathways*

Although the roads and pathways have been/are being adopted by highways department, the estate consists of a few alleyways which are responsibility of the management company. There are 5 street lights, some fencing and of course paving stones. Rubys Walk Square surround of grass and paving slabs towards the houses are also the responsibility of the estate.

#### Balancing Ponds

The developer is proposing to hand over two balancing ponds in the farmer's field. FP will not take these on until Severn Trent Water authority agree they are at a suitable standard. Fernwood residents will then be charged for the upkeep. As these come under a different title number to the estate and Clause 8.2 is within the transfer deed for freehold residents it is questionable whether FP would be able to recover maintenance expenses for them.

#### Freeholders

Discussion concerning the non-rights as a freeholder was touched upon. CB thought freeholders had the right to an ombudsman under section 20 of the Tenant & Landlords Act. Fernwood were of the opinion that this was not so.

Agreement: CB to investigate and report back

#### **Next Meeting**

A meeting is to be arranged during the week commencing 22nd February when FP will be able to report back. *Agreement*. CB to advise ST of a suitable date.

This report has been prepared by Sue Taylor, resident of Fernwood and committee member of Fernwood Maintenance Strategy Group (FMSG) & Fernwood Resident Association (FRA) as a source of reference.

#### **Fernwood Conservation & Maintenance Group**

Subject: Request for funding from the David Wilson Homes (DWH) Bursary Fund in the sum of £1000 via the offices of the FRA Committee

Item: to create a reserve within the FRA funds for anticipated conservation and wildlife projects during 2016 ie. in addition to the wild flower and tree planting scheme proposed for the meadow. Some projects will, it is anticipated, become ongoing for the lifetime of the village

The activities of the Conservation & Maintenance Group (hereafter referred to as the Group) should become increasingly important especially in relation to the programmed Neighbourhood Plan, and indeed to enhance the appearance of the current village infrastructure.

An ambitious development programme has been formulated for the forthcoming year - and a reserve in the order of a 'fighting fund' is suggested to cover the following:

- (a) the completion of the new bird hide in the meadow area complete with bird feeders and a regular supply of seeds/bird food
- (b) bug hotel ongoing maintenance of the insect build in the special grasses area. Approaches have also been received from the Chuter Ede Fernwood school to build another bug hotel within the school grounds (although some form of contribution over and above the Bursary application is expected in this respect)
- (c) the woodland path to be maintained in the wooded area adjacent to the meadow costs to include occasional tool hire and provision for rubbish disposal
- (d) school pond the existing facility to be planted with bog plants and/or a willow tree with an attendant maintenance regime (although some form of contribution is expected in this respect)
- (e) to clean up and mark historically the stump of the felled turkey oak tree adjacent to the tennis courts providing a decision is made not to remove this object
- (f) hedgerow planting along Restfil Way
- (g) planting scheme on the roundabouts leading to Goldstraw Lane and Dale Way this may take some time because we have to slot in with any works being completed by the Highways Department ie. in recognition of health and safety concerns (and which may be deferred until 2017).
  - Additionally, to have a unique 'Fernwood' planting scheme on the grass banking leading to the village along Goldstraw Lane
- (h) carve images into the remaining tree trunk near the play area

- (i) specialist lecture programmes on conservation and wildlife (incl. hall hire costs)
- (j) to take over the maintenance of the flower beds adjacent to the village hall and the central car parking facilities - awaiting access permissions from the Parish Council (who will be requested to negotiate with the current owners). Although a contribution is expected from the owners some initial funding is required by the Group to complete remedial works/planting - perhaps to include the planting of a Christmas Tree which could be decorated during the festive period from the children of our school?
- (k) to plant and maintain the flower boxes within the central focus area of Ruby's Walk
- (I) to develop and maintain the balancing ponds as reed beds and specialist conservation area Additionally, and as part of the general overview of the village, the Group will be looking at:
- (m) curbing instances of dog mess
- (n) litter picking

In accordance with usual practice any initiatives programmed will be highlighted in the Fanfare and other forms of social media as required ie. to attract volunteers and additional support funding

APPENDIXE

#### Fernwood Conservation & Maintenance Group

To: The Fernwood Residents Association

Subject: Request for funding from the David Wilson Homes (DWH) Bursary Fund in the sum of £162 and some via the offices of the FRA Committee

Item: to purchase and plant 12 fruit trees in a designated area within the Meadow

Following earlier discussions at the FRA Committee the Group have reconsidered the original request for support, and the following submission it is hope will be favourably received. It is considered that it is consistent with the current and long term aims of the Neighbourhood Plan - specifically that we should strive to maintain and enhance the natural beauty of the communal areas with consequent benefits to the development of wildlife and the character of the village.

#### The project:

We have an ongoing project approved by the developers and managing agent of the land to introduce a wildflower area to the meadow. In order to delineate this area from surrounding general grassed surrounds ie. and to highlight the wildflower planting it is considered that a border of fruit trees will demonstrate that it is a point of special interest.

Recognising concerns about any new planting schemes ie. those that may have been applied by the land management team in the past without referral it should be noted that this is a proposed initiative by a group which, it should be emphasised, has representatives who are general members (and residents), FRA and PC member input - all of whom are unanimously in favour of the proposal.

By way of further consideration and reassurance the following factors have been taken into consideration:

- \* Two previous attempts to set wild flower seed have failed so we shall be strictly following the guidelines laid down by the seed supplier ie. Naturescape.
- \* There will be no tree maintenance requirement for 10 years, and thereafter occasional pruning which will be undertaken by the Group. On an ongoing basis, following the initial planting, the Group (who are committed to the project) will strive to recover the site from any unforeseen problems that may arise such as vandalism.
- \* The proposed site will be located approximately 40 metres away from any residential properties, and it is intended that its impact will be visual rather than as an activity amenity - so will not introduce any privacy or security issues.
- \* Any fruit produced will be available for residents to collect, and any fallen uncollected fruit will attract insects, birds and hedgehogs.
- \* The total cost of the wildflower and tree project is low at less than £300.

#### The site:

Located in the north east corner of the meadow the designated project area has, at present, little visual interest to visitors - consisting of scrubby grass edged by a wooden boundary fence towards the northern edge.

The intended location will not interfere with the activities of the farmer who mows the meadow for haylage.

#### The cost:

We have obtained a quotation from Frosts Plant centre for twelve fruit trees of approximately 1.8 metres tall in 10 litre pots, and we would be looking to have a mix of apple, pear and plum at a total cost of £162 - which funding will be sought from the DWH Bursary Fund.

#### The benefits:

Flowers, butterflies, birds, bees, blossom and fruit. If successful this area could be expanded at some future date.

As in the past initiatives of this sort will always receive due publicity and notably through publication in the Fanfare.