

LEECHWELL GARDEN ASSOCIATION

Minutes for meeting Friday 27 March 2009 5, Heath Way

OFFICERS' MEETING with SHDC 10.00am

Attended by Ed Vidler, Shirley Prendergast, Sue Holmes, Jeanette Willington, Mark Chapman (chair), Charlotte Rathbone (Rathbone Partnership), Ross Kennerley (SHDC) and Alex Whish (SHDC)

Meeting was arranged to discuss the following points with SHDC and Charlotte. Questions distributed in advance of the meeting.

POINTS TO BE RAISED WITH SHDC 27 MARCH AT 10.00

1. Contractual agreement required between SHDC and LGA for Constitution Appendix 1
 - a. Ross put this back to the LGA: what 'agreement' would we require?.
 - b. Link this to the actions in Section 6. We will need one or more SLA's (Service Level Agreements) or MOA (Memorandum of Agreement).
 - c. **Action: LGA** - MOA or SLA will need to word as a 'Partnership Agreement' NOT a grant.
 - d. **Action: Ross** – provide LGA with a few examples of SHDC SLA/MOA used to date.
 - e. **Action: Alex** – research what other Local Authorities have done in this area (eg Greenspace)
 - f. **Action: Mark** – investigate make the Public Art Group also partners in the above agreements.

2. A list of contracted work that SHDC have requested Midas to undertake with cost figures
 - a. Midas have not returned with costs yet
 - b. Their sub-contractor for the work is YGS (Yealm Garden Services)
 - c. **Action: Ross** to contact/chase both MIDAS and SHDC's own QS team
 - d. Alex and Charlotte had paper copies of the more detailed list of contracted work.
 - e. **Action: Ross** to send soft copy to Mark, Sue

3. Clarification of who has responsibility for monitoring of Contractors, particularly work on boundaries and pernicious weeds. LGA will undertake a weekly inspection by one of the Committee but what is the agreed process if errors have been made.

- a. Process made clear: LGA will have informal monitoring role, and should inform Ross or Alex if concerns or problems are noted.
 - b. **Action: (ALL)** On no account should anyone from the LGA approach or instruct the contractors directly (could cause contractual issues at later date).
 - c. **Action: Ross** Clear supervision programme / schedule needed from SHDC once contract and schedule in place.
4. A timetable for completion of the work by Midas.
- a. Confirmation from Ross (same as communicated to Mark from Clive Southcourt (MIDAS)) that indicative schedule remains "May 2009" for Midas to clear their presence from the Bungalow site.
 - b. No agreed schedule as yet for the remaining 'hard landscaping' work, as no agreed contract in place as yet.
 - c. Even if Midas clear site as predicted in May, any engaged Contractor would not start until Midas have cleared and 'put to rights' the Bungalow site as per their license (though Charlotte indicated this may include detailing to foundation level). As the work on Boundaries and fences is likely to need to complete first, work may not be able to commence until September (after nesting season)
5. Confirmation in writing that SHDC have set aside/ringfenced £30,000 for the LGA to undertake their part of the work, plus any surplus from S106 funds (£120,000) left from the work currently being completed by Midas
- a. Confirmation that the £30,000 (Capital) budget is ring fenced for work directly related to the Leechwell Gardens. Note made at meeting (Ross) that the S106 funding is not directly attached to Leechwell Gardens
6. Confirmation that the above monies will be paid to LGA (using the Totnes development Trust bank account) for their prioritisation, subject to normal SHDC controls.
- a. Detailed discussion around the process to allocate this capital fund to LGA activities. SHDC due diligence process requires that SHDC Officers can demonstrate clear that a clear brief was followed for the costing and allocation of funds to a specific process
7. An outline of future roles of SHDC and Charlotte Rathbone, including whether SHDC accept the possible need in the longer term for maintenance.
- a. Charlotte's role on the work (current phase) is complete and she is not currently contracted to perform further work. SHDC would need to re-engage (as required – for example for verification and inspection of Midas Subcontractor work prior to sign-off)

- b. Maintenance of the Garden (initial 12 month after sign off) is requested as part of the RFQ (request for Quote) issued to MIDAS.
- 8. Clarification on the position of insurance re; site and volunteers. Who will cover what etc? Note: previously volunteers only covered under SHDC insurance if an officer present.
 - a. Specific to cases: for visit to site not required.
 - b. For work by LGA, Volunteers during development of the Garden, Ross suggested we apply to become an Affiliate to BTCV – they can provide advice and coverage.
 - c. Once released to public usage, SHDC cover the space for public liability insurance purposes.
- 9. Re: DOS' letter concerning English Heritage and repairs to the pool (pool is a scheduled monument under SHDC ownership). What is the current situation?
 - a. No progress on this so far.
 - b. **Action: Ross** to contact Exeter Archaeology to perform assessment (that can be used as vehicle to approach Heritage Lottery Fund. Note: funding of this will be from S106 funds.
- 10. What are the results of the water flow rate tests?
 - a. Although 'crude' – were found to be acceptable (always flows)
- 11. Would a SHDC representative like to attend LGA committee meetings?
 - a. Alex will be happy to attend
- 12. Would SHDC grant permission for an open-day event when Midas leave site? Expected due date?
 - a. Felt not appropriate at the current time (don't set expectation yet – site unlikely to be ready for public access during rest of 2009.
 - b. **Action:** Prepare Communication Plan needed to keep Totnes community informed about status and likely timeline for the Garden (**Mark, Sue**)