

## 10.5 Non-adopted shared spaces

### 10.5.1 Background

- 10.5.1.1 The land around the new buildings that is not attached to a particular building as a private or semi-private garden, will be accessible to the public – it is described in this Business Plan generally as Public Realm.
- 10.5.1.2 The Public Realm will consist of:
- Highways – Carriageways and Footways – this will include some new public squares that will be adopted by the Council (see plan in Section 7).
  - Non-adopted Shared Spaces (NASS) – play areas, small parks, community gardens and other similar spaces (see plan in Section 7).
- 10.5.1.3 The whole Public Realm will need to be effectively managed and co-ordinated with the management of the housing and commercial spaces.
- 10.5.1.4 The management and maintenance of Non-adopted Shared Spaces is an ideal opportunity to engage estate residents with their neighbourhood community.
- 10.5.1.5 Open spaces and gardens are a priority for many Aylesbury residents. At the current time areas such as the allotments provide opportunities for residents to meet and socialise with each other but the intention of this Project is that the Non-adopted Shared Spaces will generate employment and training opportunities as well.

### 10.5.2 Key principles

- 10.5.2.1 The Council will be responsible for the management and maintenance of the adopted Highways and public adopted squares.
- 10.5.2.2 The Developer will be responsible for the management and maintenance of the Non-adopted Shared Spaces (NASS) under the terms of the NASS Lease (as referred to in the DPA Schedule 10 clause 1.7) that will be agreed as part of the Plot Implementation Plan for the first adjoining Plot and granted to a wholly owned subsidiary of the Developer (the NASS Manager).

- 10.5.2.3 The Developer will ensure that the NASS are effectively managed and maintained.
- 10.5.2.4 The Developer and the Council will work together to ensure that there is community engagement in the NASS. Initially this will be through resident involvement in governance but with a view to establishing a structure that will enable these spaces to be leased and managed by an independent NASS Manager (a community based organisation) in the future.
- 10.5.2.5 The NASS should be fully accessible to the community with a clearly identified use for community benefit not directly associated with one particular building or highway.
- 10.5.2.6 The NASS and the designs proposed for each area are set out in Section 7 of this Business Plan. This includes detailed designs for spaces within First Development Site.
- 10.5.2.7 The NASS should offer a diverse provision of facilities to meet local need demonstrated through local consultation. This should support Council planning objective in ensuring access to open space for all residents.
- 10.5.2.8 The Developer will apply the same principles in terms of management to the NASS as it does for the residential blocks. This will include:
- An on site management base and presence
  - A contact / programme for defects after handover
  - ASB / Nuisance Behaviour strategies, practice and implementation.
- 10.5.2.10 The maintenance and renewal of the NASS will be funded through a ring fenced income stream from the ground rents payable on the private and Shared Ownership and Shared Equity Residential Units. All ground rents will be put into one 'pot' to cover all costs relating to the NASS throughout the Development Area.
- 10.5.2.11 The Developer will maintain a separate NASS Business Plan and financial management arrangements for the NASS and the initial draft income and expenditure is set out in Annexure 10.5. This includes estimated maintenance and renewal budgets for 20 years for these areas.

- 10.5.2.12 The NASS Business Plan will be subject to agreement annually by the Steering Group.

### 10.5.3 Business Plan Specification

#### Minimum requirements as set out in the DPA, Schedule 3

The Minimum Requirements relating to Section 10.5 are set out in Schedule 3 of the DPA. These minimum requirements are as follows:

19. The Council and the Developer agree the ring fencing of income from ground rents received from any Units for the maintenance, renewal and management of all Non-Adopted Shared Space at the Development Area.

- 10.5.3.1 The Heads of Terms for the draft NASS lease are as follows:

<b>Landlord</b>	The Council
<b>Tenant</b>	The Developer or a wholly owned subsidiary company
<b>Term</b>	250 years
<b>Options to break</b>	Landlord only after 10 <sup>th</sup> year on 12 months notice
<b>Premium/Rent</b>	No premium Peppercorn rent without reviews
<b>User</b>	Park or outdoor community facility
<b>Repairs and maintenance</b>	Tenant obligations to clean, repair and maintain landscaping and structure based on Housing response times and the Council's parks and open spaces management standards (see Annexure 10.6). Standards to be approved by the Steering Group to ensure consistency with other provisions within the borough.
<b>Renewal of landscaping, facilities and structures</b>	Tenant will renew on cyclical basis on an agreed life cycle appropriate for facilities.
<b>Review of appropriateness of landscaping and facilities</b>	Tenant will carry out regular review of landscaping and facilities to ensure that they still meet community need and report to Steering Group with recommendations for any replacement.
<b>Insurance</b>	Tenant to insure
<b>Alienation</b>	Landlords consent required for assignment and subletting at its absolute discretion.
<b>Landlord and Tenant Act Provisions</b>	Contracted out of the provisions of the Landlord and Tenant Act 1954.

- 10.5.3.2 Ground rents to be collected by Developer and held in a separate account. Any ground rents not required by the NASS Manager for annual maintenance or renewal of the NASS or for ensuring a sinking fund was maintained in line with the agreed NASS Business Plan would be paid to the Council at the end of each accounting year unless the Council agrees otherwise.
- 10.5.3.3 In the event that leaseholders are successful in acquiring the freehold in their units through enfranchisement the consideration paid by the leaseholders in respect of the Council's freehold interest and the Developers long leasehold interest would be paid to the Council and invested in an account with interest utilised in the same way as the ground rental income.

## **10.5.4 Delivery Mechanism**

### **Ownership and governance of NASS**

- 10.5.4.1 The management and maintenance of NASS will be overseen initially by a sub-group of the Developer's area management company called the Public Spaces Group (final name to be agreed).
- 10.5.4.2 The Public Spaces Group will ensure that the NASS are effectively managed and maintained at a local level and in line with the overall area management strategy and in line with local needs and interests.
- 10.5.4.3 The Public Spaces Group will be the accountable body for the NASS Manager (provisionally called the Open Space Land Management Company - OSLMC) a new wholly owned subsidiary of the Developer.
- 10.5.4.4 The Public Spaces Group will be directly linked to the three Neighbourhood Forums and the new Local Scrutiny Panel, and supported by the area management staff. The neighbourhood officers, Community Connectors and Creation Trust will be able to signpost residents to opportunities to be involved in the Public Spaces Group. The Public Spaces Group will be set up and operating before any NASS Lease is granted.
- 10.5.4.5 The OSLMC will have a Board which will include Council officers, the Developer's neighbourhood officers and residents.

- 10.5.4.6 The OSLMC Board will meet quarterly to review the NASS Business Plan, agree budgets and make any necessary decisions. However the NASS Business Plan will be subject to agreement as set out in paragraph 10.2.4.10 above.
- 10.5.4.7 The OSLMC accounts will be managed and prepared by the Developer's finance team and will be audited every year along with the Developer's regular accounts.
- 10.5.4.8 The objectives of the OSLMC will include employment and training and community development commitments to be delivered through the management of the NASS.
- 10.5.4.9 The Public Spaces Group will consider whether these spaces would benefit from the establishment of a community land trust or similar vehicle and a report will be prepared by the Developer for the Steering Group's consideration. This would only be taken forward on the basis that the proposal had community support and can be proved to be an effective way of delivering the NASS Business Plan.
- 10.5.4.10 The Public Spaces Group will be set up from the outset of the Project in July 2014. Residents who sit on this group will be involved in developing the Business Plan for the NASS and will work with the Developer's landscape architects on the design and specification of the spaces. If required the Developer will provide training for the members of this group so they can fully participate.
- 10.5.4.11 The Steering Group will take into account local consultation processes and feedback through the Neighbourhood Forums and the Local Scrutiny Panel – and through consultation with wider stakeholder groups such as Creation Trust and the Regeneration Sub-Group in making decisions about the investment in the maintenance and management of the NASS.
- 10.5.4.12 There will be a series of public consultations which will include consultation on the open spaces. Consultation around open spaces will explore residents' aspirations for MUGAs, play areas and other ideas that supplement facilities in Burgess Park and ensure that amenities which are currently well used are re-provided in the new neighbourhoods.

- 10.5.4.13 Maintenance of NASS will be managed as locally as possible with landscape teams working closely with housing staff and residents in each area and developing personal accountability for the service they provide.

#### **Financial management of the income stream**

- 10.5.4.14 The Developer and the OSLMC will agree the NASS Business Plan and then present this firstly to the Public Spaces Group and then the Steering Group for approval, at least 12 months prior to the grant of the first NASS Lease.
- 10.5.4.15 Annual accounts will be drawn up by an independent accountant and these will form part of the Developer's accounts as the management company will be a wholly owned subsidiary of the Developer.
- 10.5.4.16 Proposals for new facilities will be first agreed by the agreed the OSLMC board, then signed off by the Area Management Board and finally approved by the Steering Group before any commitment is made to expenditure.
- 10.5.4.17 Income/expenditure accounts for the NASS will be published so that residents can see how their funds are spent.

#### **Maintaining standards**

- 10.5.4.18 The NASS will be overseen by the Public Spaces Group initially and the Board of the OSLMC bringing together a mixture of the Developer / BRAM / Council staff and residents to ensure that good standards of maintenance and renewal are sustained in line with other facilities in the borough.
- 10.5.4.19 For "day to day" maintenance and care, the Developer will employ local teams within each of the three neighbourhood hubs. Ideally, staff will be people who live in the local area and who have a natural instinct to take care of their environment. The Developer will work with Creation Trust and other stakeholders to identify people with appropriate skills and support/encourage them (including providing training / work experience with existing partners on sites across London) to be successful in taking up these opportunities.
- 10.5.4.20 Staff will be liveried with the area management company brand so that they provide a significant and visible site presence and they will carry out regular daily cleaning, litter picking, dog mess clearance, shrub maintenance, and safety checks. They will operate a repair response similar to that for

residents within their own homes with a scaling of emergency, urgent and routine repairs.

- 10.5.4.21 Residents in each neighbourhood will have access to an online “notice board” (as well as physical boards and a communal area in the local hub) through which they can see information about things that are important or useful in the common parts. This might include cleaning and gardening schedules, useful phone numbers, reported and completed repairs and safety advice.