



Barbican Estate Residents Consultation Committee – Annual General Meeting

Date: MONDAY, 29 JANUARY 2018
Time: 6.30 pm
Venue: COMMITTEE ROOMS, 2ND FLOOR, WEST WING, GUILDHALL

Members:

Gordon Griffiths - Bunyan Court	David Graves - Seddon House
Fiona Lean - Ben Jonson House	Christopher Makin - Speed House
Jane Smith - Barbican Association	Nancy Chessum - Andrewes House
John Taysum - Bryer Court	Sandy Wilson - Shakespeare Tower
Janet Wells - John Trundle House	David Kirkby - Defoe House
Averil Baldwin - Thomas More House	Jim Davies - Mountjoy House
John Tomlinson - Cromwell Tower	Prof. Michael Swash - Willoughby House
Graham Wallace - Andrewes House	David Lawrence - Lauderdale Tower
Mary Bonar - Wallside	Mark Bostock - Frobisher Crescent
Fred Rodgers - Breton House	Lorne Whiteway - Gilbert House

Enquiries: Julie Mayer - tel.no.: 020 7332 1410
Julie.Mayer@cityoflondon.gov.uk

John Barradell
Town Clerk and Chief Executive

AGENDA

1. **APOLOGIES**

2. **MEMBERS DECLARATIONS UNDER THE CODE OF CONDUCT IN RESPECT OF ITEMS ON THE AGENDA**

3. **TO ELECT A CHAIRMAN**

Town Clerk to be heard.

For Decision

4. **TO ELECT TWO DEPUTY CHAIRMEN**

Town Clerk to be heard.

For Decision

5. **MINUTES**

To agree the minutes of the Barbican Residents' Consultation Committee (RCC) held on 6 March 2017.

For Decision
(Pages 1 - 6)

6. **COMMITTEE'S TERMS OF REFERENCE**

Members are asked to consider the RCC's Terms of Reference.

For Decision
(Pages 7 - 8)

7. **WORKING PARTY REVIEW**

Members are asked to review the RCC's Working Parties.

For Decision
(Pages 9 - 22)

8. **GENERAL DATA PROTECTION REGULATIONS AND THIS YEAR'S RECOGNISED TENANT ASSOCIATION (RTA) AUDIT**

Town Clerk to be heard.

For Information
(Pages 23 - 28)

9. **QUESTIONS ON MATTERS RELATING TO THE WORK OF THE COMMITTEE**

10. **ANY OTHER BUSINESS THAT THE CHAIRMAN CONSIDERS URGENT**

BARBICAN ESTATE RESIDENTS CONSULTATION COMMITTEE

Monday, 6 March 2017

Minutes of the meeting of the Barbican Estate Residents Consultation Committee
held at Guildhall on Monday, 6 March 2017 at 6.30 pm

Present

Members:

Graham Wallace - Chairman
Robert Barker – Lauderdale Tower
Mark Bostock – Frobisher Crescent
Gordon Griffiths - Bunyan Court
John Taysum - Bryer Court
John Tomlinson - Cromwell Tower
Fred Rodgers - Breton House
David Graves – Seddon House
Richard Dykes - Gilbert House
Ted Reilly - Shakespeare Tower
Christopher Makin - Speed House
Nancy Chessum - Andrewes House
Jim Davies - Mountjoy House
Sandy Wilson - Shakespeare Tower
David Kirkby - Defoe House
Jane Smith – Barbican Association

In Attendance

Natalie Robertson – Andrewes House (Member of the Gardens Advisory Group – Agenda Item 8)

Officers:

Julie Mayer – Town Clerk's

1. APOLOGIES

Apologies were received from Fiona Lean.

2. DECLARATIONS BY MEMBERS UNDER THE CODE OF CONDUCT IN RESPECT OF ITEMS ON THE AGENDA

There were no declarations.

3. TO ELECT A CHAIRMAN

Being the only Member willing to serve, Mr Graham Wallace was duly elected as Chairman of the RCC for 2016-17. Mr Wallace took the Chair and thanked Members for their support.

4. **TO ELECT TWO DEPUTY CHAIRMAN**

As there were no Members willing to serve, the Town Clerk asked Members to consider this further, with a view to electing one or two Deputy Chairmen at the next meeting of the RCC on 22 May 2017.

The outgoing Deputy Chairman advised that the Deputy Chairmen would be able to participate in the agenda planning meetings and callovers and in supporting the Chairman on the RCC's working parties. Members were therefore asked to give further consideration to standing for one of these positions and to the Committee's succession planning.

Members welcomed the new representative for Mountjoy House, Mr Jim Davies, to his first meeting of the RCC and all Members introduced themselves.

5. **MINUTES**

The Minutes of the AGM held on 8 February 2016 were approved as a correct record.

Matters arising

The Frobisher Crescent representative was very pleased to report that a Protocol Agreement comprising the Centre, Barbican Estate Office (BEO) and residents had been approved, ready for sign off. The inaugural meeting of the Frobisher Liaison Group would be held the following day (Tuesday 7th March). All three parties would be represented and the Group would seek to define areas of responsibility and continue to improve communications and service delivery. Following this meeting, the Protocol could be shared with RCC members and the Frobisher Crescent representative offered to provide a further update at the next AGM.

6. **COMMITTEE'S TERMS OF REFERENCE**

The Committee considered their Terms of Reference, as follows:

In response to a question about Phase 2 of the Barbican Podium Waterproofing, Drainage and Landscaping Works, the Chairman and Town Clerk reminded Members that this was outside the remit of the RCC and Barbican Residential Committee's (BRC's) Terms of Reference. The Barbican Estate Officers had frequently advised RCC Members that this was not a service charge related matter. Whilst accepting this explanation, it was suggested that ToR 1 (... *'to present the views of tenants on the general management of the Estate'*) might provide RCC Members with some scope for expressing their concerns about large/complex projects, such as the Podium Waterproofing, Drainage and Landscaping Works.

The Town Clerk reminded Members that this project was being progressed via the City of London Corporation's 'Gateway Projects Procedure', under the governance of the Projects Sub Committee. Furthermore, Members were asked to be mindful of the Barbican Estate Office's (BEO's) current level of resourcing, which would not stretch to shared accountability and/or providing updates on projects which fell within the remit of other City of London

Corporation Departments. Whilst accepting this, and acknowledging the availability of redress via their Ward Members, some Members felt that, for large/complex projects such as the Podium Waterproofing Project, they would welcome the opportunity to express their views at the RCC meetings.

The Town Clerk reminded Members that the RCC was not a decision making body and, whilst its views were fed into the BRC, the BRC could not take a decision on matters outside of its Terms of Reference. However, Members noted that the BRC could take a Resolution to another Committee; as had happened previously when Members had raised concerns about lift performance on the Estate.

In concluding, there was a general agreement that ToR 1 should not be changed at this time but its scope, for enabling wider discussion about large/complex projects, should be discussed further between the Barbican Estate Office (BEO) and the Chairmen of the RCC and the BA. Members agreed that the outcome of this meeting could form the basis of further consideration of the RCC's Terms of Reference (ToR 1) at the RCC's next meeting on 22 May 2017. Members also agreed that they would not wish to duplicate or overlap the work of the Barbican Association, unless it was absolutely necessary. In the interim, the Town Clerk agreed to re-circulate the consultation flow chart for schemes in and around the Barbican Estate.

Finally, Members agreed that ToR 7, in respect of the Dispute Resolution Panel, should be removed as it was no longer relevant.

RESOLVED, that:

1. The Barbican RCC's Terms of Reference be approved, subject to further consideration of ToR 1 at the next meeting of the RCC, and following further discussion between the Chairmen of the RCC, BA and BEO.
2. ToR 7 be removed as it was no longer valid.

7. REVIEW OF WORKING PARTIES

Members considered the Annual Review of its working parties.

The Chairman advised Members that he had not been consulted on a recent article, in Barbican News, about the work of the Service Charges Working Party. Whilst accepting that communicating the work of the RCC's working parties was positive, the Chairman was concerned that the style of the article could be misconstrued as an RCC Policy Statement. Therefore, the Chairman respectfully asked that he be sighted on any future articles.

During further discussion about the Leaseholder Service Charge Working Party, Members considered a suggestion to merge this with the Service Level Agreement Working Party. However, there was a general agreement that, as the Leaseholder Service Charge Working Party had only recently been established, it was too early to consider such a merger. The Town Clerk advised Members that the Leaseholder Service Charge Working Party was

currently holding a vacancy. As none of the Members of the RCC indicated an interest in serving, the Chairman suggested that this vacancy be advertised more widely.

The new RCC Member, Mr Jim Davies volunteered for the Electric Vehicle Charging Working Party and Mr John Tomlinson volunteered for the SLA Review Working Party.

In respect of future reports on the Working Parties, Members asked if the names of the volunteers could include the name of their block or tower. Finally, Members noted an error on the report whereby Jo Rodgers (confirmed as the new Member of the GAG) as a joint lead volunteer of the BWG and not the Chairman.

RESOLVED, that – the Annual Review of Working Parties be noted.

8. **GARDENS ADVISORY GROUP**

Members received a presentation from two Members of the Gardens Advisory Group (GAG) and a report which had been circulated with the agenda for this meeting.

During the discussion and questions, the following points were raised/noted:

The pool under Bryer Court fell within the GAG's remit and the Terms of Reference would be amended to reflect this. A Member of the RCC expressed some disappointment at the standard of planting at Bryer Court and the GAG Members agreed to feed this back to the Group. Furthermore, the staining from the foam on the fountain had been an issue for some time and the GAG Members agreed to follow this up.

Members noted that the GAG had met since this agenda was circulated and discussed a more strategic role for the Group, including larger projects and inspection areas. The GAG was also working to an agenda plan and the Working Party's Annual report would reflect this step change.

Whilst the RCC were generally content with the GAG becoming more strategic and operational, there was a general agreement that communications could be improved. The GAG Members accepted this and advised that communications would be discussed at their next meeting. In response to a specific query about the Speed House Gardens Brief, the GAG Members assured the RCC that they had commented on the brief but had expected to see it again before any formal contract was drafted. Whilst accepting that this had been a misunderstanding, the GAG Members advised that they would strive for improved consultation and communications in the future.

The RCC requested, and the GAG Members agreed, that it would be more beneficial for the GAG to produce quarterly reports for the RCC meetings, rather than just provide minutes. However, the minutes would still be made available to RCC Members in a timely manner.

Members were reminded that the GAG had no budget and therefore there would be no funding decisions without full consultation with the RCC.

The GAG confirmed that they enjoyed a good working relationship with the BEO and they were very responsive.

Members noted that the Allotments Group had a representative on the GAG. RCC Members suggested that the GAG should raise concerns about any allotments, which were not being kept in good order, via the relevant House Group(s).

In concluding, Members thanked the GAG for their presentation, recognised the competency of the group and welcomed the proposed step changes. The RCC Members also accepted that there would be a developmental phase as the improvements were embedded. The Chairman endorsed Members' views and commended the work of the GAG in preserving the Barbican Estate's environment.

RESOLVED, That:

1. The Terms of Reference of the Gardens Advisory Group be approved.
 2. The Gardens Advisory Group provide quarterly reports, for circulation with the RCC's Agendas, along with the timely circulation of minutes to RCC Members.
9. **BARBICAN RESIDENTS' CONSULTATION COMMITTEE (RCC) MEMBERS' INFORMATION PACK**
Members received the latest version of the RCC's information pack and approved the content.
10. **QUESTIONS ON MATTERS RELATING TO THE WORK OF THE COMMITTEE**
In response to a further question about the Committee's Terms of Reference, Members noted that, currently, they were silent as to whether a Common Councilman, who was also an RCC Member, should be able to stand as Chairman or Deputy Chairman of the RCC, as it was very likely to result in a conflict of interest. The Town Clerk reminded Members that the role of Common Councilmen, as House Group Members or RCC representatives, was recognised as part of their role as ward members and community representatives. However, it would be for RCC Members to decide whether they would like their Terms of Reference to be more specific about excluding them from standing as Chairman or Deputy Chairmen. There was a general agreement not to seek to amend the Terms of Reference at this time but the Chairman suggested, and Members agreed, that this matter be given further consideration when the Terms of Reference were next due for Review.

In response to a further question about the planning application in respect of the Barbican Turret, Members were reminded that if planning permission were to be granted, then a further report would be presented to the RCC/BRC.

11. ANY OTHER BUSINESS THAT THE CHAIRMAN CONSIDERS URGENT

Before closing the meeting, the Chairman asked for his thanks to go on record for the service, as Deputy Chairmen, of both Robert Barker and Tim Macer.

The meeting ended at 8.20 pm

Chairman

**Contact Officer: Julie Mayer
tel.no.: 020 7332 1410
Julie.Mayer@cityoflondon.gov.uk**

Barbican Residents Consultation Committee -Terms of Reference

1. To be the main formal channel of communication between tenants* and the Corporation of London in all landlord and tenant matters which affect the Barbican Residential Estate, including interfaces with other occupiers, and to present the views of tenants on the general management of the estate
2. To enable consultation and the flow of information between the Corporation of London and tenants and to work towards a partnership approach to management
3. To develop, in conjunction with the Corporation, Service Level Agreements between tenants and the Barbican Estate Office for the Estate as a whole and for individual House Groups and to be involved in the modification of these agreements as required
4. To oversee delivery of services against any Service Level Agreements with tenants, third parties and Corporation departments, monitoring their performance and satisfaction with the service and making suggestions where appropriate for alterations or improvement
5. To identify Service Charge items and monitor service charge costs, receiving reports of all accounts relating to the estate
6. To discuss routine and major repair works and to consult on how these will affect tenants
7. To receive reports of the Disputes Resolution Panel as appropriate

*tenants refers to all persons who have a tenancy agreement with the Corporation and includes also any resident who no longer retains the Corporation as a landlord but still pays a service charge to the Corporation.

This page is intentionally left blank

Working Parties (WP) October 2017

Please find detailed below a list of working parties dealing with Barbican Estate issues.

Name	Chairman	Attended by:
Residents Consultation Committee WP		
Gardens Advisory Group (GAG) Meeting Dates: 03/02/17 05/05/17 09/10/17 <i>Quarterly update to RCC – Update report</i>	Helen Davinson	BEO Officers: Helen Davinson Jake Tibbetts, City Gardens Manager, Open Spaces 9 resident representatives: Paula Tomlinson (Cromwell Tower) Nathalie Robinson (Andrewes House) Maggie Urry (Lauderdale Tower) Candice Gillies-Wright (Lauderdale Tower) Colin Slaughter (Thomas More House) Mary Winch (Andrewes House) Mark Mallindine (Seddon House) Jenny Addison (Frobisher Crescent) Jo Rodgers (Breton House) Vacancies: 0
SLA Review Meeting Dates: 16/01/17 24/04/17 24/07/17 23/10/17	Michael Bennett	BEO Officers: Michael Bennett, Helen Davinson, Sarah Styles, Sheila Delaney, Luke Barton, Mike Saunders 8 resident representatives: David Graves (Seddon House) Randall Anderson (Breton House) Robert Barker (Lauderdale Tower) Jane Smith (Seddon House)

		Graham Wallace (Andrewes House) Fiona Talbot (Ben Jonson House) Fred Rodgers (Breton House) John Tomlinson (Cromwell Tower) Vacancies: 0
<i>Quarterly Report to RCC/BRC</i> Asset Maintenance Meeting Dates: 20/02/17 01/06/17 15/08/17 11/10/17 Page 10 <i>Quarterly update to RCC/BRC (Property Services Update Report)</i>	Mike Saunders	BEO Officers: Mike Saunders, David Downing, Shauna McFarlane, Michael Bennett, Sheila Delaney 8 resident representatives: Graham Wallace (Andrewes House) Randall Anderson (Breton House) Robert Barker (Lauderdale Tower) Ted Reilly (Shakespeare Tower) Fiona Lean (Ben Jonson House) Mike Greensmith (Ben Jonson House) Henry Irwig (Bryer Court) Vacancies: 1
Background Underfloor Heating Meeting Dates: 17/01/17 13/03/17 13/06/17	Vacancy Deputy Chairman – Vacancy (Lead Officer Mike Saunders)	BEO Officers: Mike Saunders, Shaun Moore, Shauna McFarlane, Michael Bennett 8 resident representatives: Mary Hickman (Andrewes House) Ted Reilly (Shakespeare Tower) Kate Wood (Brandon Mews) Sarah Bee (Shakespeare Tower) Renu Gupta (Willoughby House)

<i>Quarterly update to RCC/BRC (Property Services Update Report)</i>		Craig Allen (Shakespeare Tower) Vacancies: 2
Leaseholder Service Charge Meeting Dates: 25/01/17 27/04/17 30/08/17 30/10/17 <i>Annual Update Report to RCC: Update report November</i>	Anne Mason	BEO Officers: Anne Mason, Michael Bennett, Helen Davinson, Sarah Styles 6 resident representatives: David Graves (Seddon House) David Lawrence (Lauderdale Tower) Phillip Burgess (Andrewes House) Jane Northcote (Cromwell Tower) Mary Gilchrist (Shakespeare Tower) Helen Wilkinson (Speed House) Vacancies: 2
Roofs 2011 <i>Update reports to RCC/BRC</i>	Paul Murtagh	BEO Officers: Paul Murtagh, Mike Saunders, Michael Bennett 3 resident representatives: Jane Smith (Seddon House) Robert Barker (Lauderdale Tower) Helen Hulson (Ben Jonson House)

Barbican Residential Committee WP		
<p>Electric Vehicle Charging</p> <p>Meeting Dates: 17/01/17 01/03/17 25/04/17 05/12/17 – TBC</p> <p>Quarterly updates to RCC/BRC – Update Report</p>	<p>Barry Ashton</p> <p>Deputy – John Tomlinson</p>	<p>BEO Officers: Barry Ashton, Muhammed Muhid</p> <p>Ben Kennedy, Low Emission Neighbourhood Project Manager, Department of Markets and Consumer Protection</p> <p>7 Member/resident representatives: John Tomlinson (Member & Cromwell Tower) David Graves (Member & Seddon House) Randall Anderson (Member & Breton House) Justin Daminato (Speed House) Sarah Hudson (Shakespeare Tower) David Kirkby (Defoe House) Jim Davies (Mountjoy House)</p> <p>Vacancies: 0</p>
<p>Car Park Charging</p> <p>Meeting Dates: 20/07/17 22/11/17 16/01/18</p>	<p>Ann Holmes</p>	<p>BEO Officers: Anne Mason, Michael Bradley (City Surveyors)</p> <p>Members: Ann Holmes Susan Pearson Randall Anderson John Tomlinson Paul Murtagh Michael Bennett</p> <p>Vacancies: 0</p>

Officers:

Barry Ashton, Car Park & Security Manager

Luke Barton, House Officer

Michael Bennett, Head of Barbican Estates

Helen Davinson, Resident Services Manager

Sheila Delaney, House Officer

David Downing, Asset Programme Manager, Barbican & Housing

Shauna McFarlane, Asset Monitoring Officer, Barbican & Housing

Anne Mason, Service Charge & Revenues Manager

Shaun Moore, Property Services Team Manager

Muhammed Muhid, Estate Services Officer

Paul Murtagh, Assistant Director, Barbican and Property Services

Mike Saunders, Head of Asset Maintenance, Barbican & Housing

Sarah Styles, House Officer

This page is intentionally left blank

Residents Consultation Committee (RCC) and Barbican Residential Committee (BRC) Working Parties Terms of Reference October 2017

Gardens Advisory Group (GAG)

The Barbican gardens, which include the private areas at Speed House, Thomas More as well as the planted podium raised beds and planters, are managed on behalf of residents by the Barbican Estate Office (BEO) in accordance with a Service Level Agreement with the actual work being carried out by the City Gardens team of the City of London's Open Spaces Department. Whilst the Fann Street Wildlife Garden is part of the Barbican gardens, it is developed and looked after by a collaboration between volunteers in the Barbican Wildlife Group and the Open Spaces Team. Please note, the GAG has no budget and therefore there will be no funding decisions without full consultation with the RCC.

The Residents' Consultation Committee (RCC) purpose in establishing the Gardens Advisory Group (GAG) was to have a partnership approach (of BEO officers and residents actively and co-operatively seeking improvements) to influence the presentation and future developments of the hard and soft landscaping on the Barbican Estate.

The Terms of Reference for GAG will be as follows:

- (a) **Strategic** – that GAG should be involved if the City of London decides, at any time, to implement the recommended overarching Estate Landscape Management Strategy (ELMS) which among other aims should set out the Future Vision of the Barbican Estate landscape and a prioritised ten year action plan for the planning, enhancement, renovation and management of the Estate landscape. Also the ELMS and in particular the ten year action plan, should be linked to an overall Estate Landscape Masterplan.

However, until such time as ELMS is adopted, then an annual action plan covering the same areas as the ELMS should be agreed including:

- details of any longer-term future plans for the landscape in the Estate,
 - details of what the budgets might be for any projects, including the source of the funding.
 - details, both the work and the financial costs, of the on-going management of the Estate.
 - details of the overall income and expenditure figures for the Garden Maintenance,
 - the percentage paid by the residents whilst
 - giving GAG the authority to consider the amount paid by residents and make recommendations for changes to RCC.
- (b) **Quality** – related to the standards to be applied to projects and on-going management and maintenance of all areas, contribute to establishing standards for design of the landscape, to see this translated into appropriate budgets split between the public and residents areas, to contribute to balancing cost efficiency with providing a high quality visual amenity setting for residents and the public.

- (c) **Operational** – to see that the agreed quality outcomes are delivered day-to-day and to manage/oversee the active contribution from residents and other volunteers.
- (d) **Encouragement** – to encourage residents to ‘green’ their personal space on balconies and patios by use of troughs and pots as well as involving them in the communal areas by, for example, resident planting days.
- (e) **Links** – provide a means for links with and among organisations with common interest in managing, developing and promoting the Barbican landscape. This will include working with the Guildhall School of Music and Drama (GSMD) to co-ordinate its roof garden into the overall landscape strategy for planting as it is visible from the residential blocks and the Highwalks.
- (f) **Communications** – ensure that information about the development of the Barbican landscape is fully and accurately communicated to all residents, also ensure that details of how residents can contact GAG are published in the appropriate places. Quarterly reports to RCC.

To achieve the aims set out in the Terms of Reference, the necessary and appropriate communications between GAG, the BEO and any other bodies should be set up.

2 GAG Operational Notes and Inspection Areas

The following are the operational guidelines agreed with the RCC for GAG.

- 1 GAG is set up by RCC as a Working Party, where the RCC selects the residents who will serve.
- 2 There will be 10 residents on GAG, of which 1 resident will be identified in the Minutes as a representative of the RCC, Barbican Wildlife Group, Barbican Allotment Group and Barbican Horticultural Society. Residents will serve for a period of 5 years with a maximum of 3 members standing down in any one year. However residents standing down can be re-selected by the RCC if it so wishes.
- 3 Resident members will advise details of their other involvement with Barbican organisations and give details of their relevant skills so that it can be seen that all aspects of the hard and soft landscaping are covered. If there is a skill gap, then GAG will have the power to consult with other residents to cover this.
- 4 In addition to the residents, there should be a representative of the Barbican Estate Office (BEO) who will produce the Agenda. In addition, the City Gardens Manager and a working gardener of City Gardens should attend.
- 5 The Chairman’s role and that of producing the Minutes will be undertaken by the residents on a rotating basis. The individuals to undertake these roles will be agreed at the previous meeting.
- 6 Meetings should be scheduled for the following calendar year.
- 7 There should be 4 meetings a year, evenly spread throughout the calendar year.

- 8 The Agenda for the meeting should be issued at least 7 working days before the meeting. If anyone has an item for the Agenda, this should be notified to the BEO at least 14 working days before the meeting.
- 9 Draft Minutes should be issued within 10 working days of the meeting, any comments and changes should be given within the subsequent 7 working days.
- 10 GAG should produce an Annual Report on its activities to present to RCC for its June meeting.
- 11 A list showing all the areas that GAG is concerned with is attached and will be kept up to date. In addition, GAG will maintain a relationship with the GSMD regarding its roof garden.
- 12 GAG will set up inspections by small groups of resident members to ensure that all the areas on the attached list are regularly considered and any remedial actions are taken. Other residents recruited via the House Groups can be involved in the inspections.
- 13 Lines of communication will be established to ensure that GAG has all the information to comply with its Terms of Reference.
- 14 GAG will ensure that residents are aware of its existence and official communications will be issued.
- 15 GAG will help to arrange residents planting days and other events aimed at engaging residents with their landscape.

Service Level Agreement (SLA) Working Party

Objectives

- To review the quality and performance of the SLAs (Customer Care, Estate Management, Property Maintenance, Major Works and Open Spaces) that are charged for in accordance with the terms set out in the lease against targets and Key Performance Indicators (KPI) in the appropriate SLA or contract specification

This objective will be fulfilled through:

- SLA action plans and KPIs presented quarterly to the SLA Working Party, Residents Consultation Committee (RCC) and Barbican Residential Committee
- Reviewing service delivery monitoring reports/action plans and KPIs and other comments/complaints raised via House Officers, SLA Working Party, RCC (including pre committee questions), surveys, House Groups, residents general comments
- Engaging in discussion with officers to understand the processes and policies around achieving the targets and KPIs in the appropriate SLA or contract specification

- Reviewing a House Officer's decision as 'residents champion' that issues have been resolved
- Updating and reviewing the SLAs to be presented to the RCC for approval
- Reviewing the House Officer's decision as 'residents champion' that issues have been resolved
- Updating and reviewing the SLAs to be presented to the RCC for approval

Asset Maintenance Working Party

Aim: To have oversight of and provide comment on the Asset Maintenance of the Barbican Estate.

The objective of this is to:

- Maintain the Estate in very good condition, noting its listed status and therefore extend its life.
- Avoid unplanned costly major repairs and to plan future financial commitments both for the landlord and residents with a view to saving money in the long term and avoiding lumpy expenditure.

These objectives will be fulfilled by:

- Surveying and monitoring the condition of the structure and exterior, plant and equipment, supply services, windows and doors and making an assessment of their life expectancy so that replacement works can be programmed.
- Evaluating historical expenditure and practice and analysing information from current day to day repairs and maintenance systems in conjunction with the asset software systems.
- Analysing the validity of the Asset Maintenance plan to ensure that it is comprehensive.
- Assessing the assets in terms of their sustainability and energy efficiency.
- Monitoring current technology and developments and identifying any opportunities for savings that can be made – for example, whole life cycle costing.

Background Underfloor Heating Working Party

1. EDF Energy have given notice of their intention to withdraw from their contract with the City of London Corporation (COLC) for the supply of electricity for the Barbican Residential Estate's background underfloor heating system (currently 13 hours off-peak energy) by either January 2014/April 2014. Therefore, the COLC must tender a new contract for the supply of electricity from either January or October 2014 (the next winter heating period). The UHWP should:
 - determine a preferred (i) supplier and (ii) tariff for the supply of electricity for the background underfloor heating system from 2014 onwards;
 - determine whether that new supply contract should be on a short, medium or long-term basis (in part on the basis of their findings in relation to the second point below).

The UHWP should also consider, amongst other things:

- COL (and Barbican Residential Estate) economies of scale and negotiating power.
- Alternative supply arrangements, such as using energy brokers, direct negotiation with energy wholesalers/electricity generating companies, international suppliers.

The UHWP should inform the RCC and BRC of its recommendations.

Milestone: as a matter of urgency, with a requirement of 31 January 2014 to prepare a report with recommendations for the RCC and BRC, to allow the COLC to get a new contract in place by 1 October 2014.

2. The current electric background underfloor heating system on the Barbican Residential Estate has been in place for over 40 years. UKPN have given notice that it will cease to maintain the Cyclo-Control (control and switching system) beyond March 2015. The lease requires the provision of *background heating* to the flats from 1 October to 30 April in each year and at other reasonable times. The UHWP should determine its view on, *inter alia*, each of the following options (or a combination thereof):
 - **Maintain both the current heating and control systems with on-going repairs as and when required.** Consider, amongst other things: the efficiency of the systems; cost of the electricity supply; current/future projected maintenance costs; availability of a maintenance provider; and basic terms of any Service Level Agreement. Also consider potential improvements, such as: hours of charge; triggers for charge (forecast/current temperature); and adding individual heating controls;
 - **Replace both the current heating and control systems.** Consider: efficiency and sustainability; different heating systems both at an individual flat level (e.g. storage heaters, radiators) and at a Barbican Residential Estate level; systems used on other COL and local estates and buildings (including the system used in

Frobisher Crescent (which is out of the scope of this UHWP)); feasibility and costs of retro-fitting a new heating system in all flats (whether underfloor heating or other); and other appropriate issues and feasible solutions. This includes consideration of various energy generation sources (including, but not limited to, Ground Source Heat Pumps (GSHP), Combined Heat & Power (CHP), Micro-generation sources (e.g. solar PC, micro-wind), biomass, and heat recovery systems) and, where possible, swift elimination of those sources which are not feasible for use on the Barbican Residential Estate. In terms of the control system, consider, amongst other things: the desirability, availability and cost of new controllers; remote Cyclo-Control transmitters; and individual flat/room controls;

- **Replace the current control mechanism, but maintain the rest of the heating system.** As above, consider the desirability, availability and cost of new controllers; transmitters; individual flat/room controls; and whether any improvements to the rest of the heating system are available/desirable;
- **Replace the current heating system, but retain the control mechanism.** Consider same points as above in relation to replacement of the heating system, and whether any improvements to the control mechanism are available/desirable.

In addition, the UHWP should also address:

- **Benchmarking.** Evaluation of the current system to allow for meaningful comparison to any proposed or implemented changes. This will include, without limitation:
 - review of the data from EDF's proposal to carry out half hourly monitoring in 2 blocks on the Barbican Residential Estate; and
 - the collection of temperature data in a selection of flats on the Barbican Residential Estate
 - analysis and modelling the gathered data and comparison with each other and any other relevant sources of information;
- **Minimising heat loss/wastage.** Consider improving insulation of flats, repair/replacement of windows and doors (in flats and common areas), level of double glazing, increased maintenance standards;
- **What the requirements of the lease are.** The UHWP's view of "background heating" and how that should be monitored/judged going forward;
- **Any possible funding options.**

Following consideration of these issues, the UHWP should inform the BRC and RCC of its findings and recommendations. The UHWP should also consider whether an

on-going residents committee is advisable to consider these issues on a long-term basis.

Milestone: To prepare a report on the options considered and give recommendations on which are most feasible. **Timescale:** to the extent that it impacts on the first point, as soon as possible, otherwise, on a timescale to be determined by the RCC.

3. The UHWP should determine whether they require a specialist consultant(s) to advise it, and if so, specify (i) the scope of each consultant's remit and (ii) their preferred consultant(s). The scope of each consultant's report and the indicative costs are to be approved by the RCC and BRC, so the information should be provided to them as soon as possible.

Leaseholder Service Charge Working Party

Objectives

- To examine Leaseholder Service Charges (LSC) and basis of their calculation, and ensure that information about charges is transparent and is communicated effectively to the RCC and Working Party.
- To understand and where possible improve, processes and policies within the BEO that ensure charges made under the LSC provide good value in delivering services as defined in the Service Level Agreement and engage with officers to achieve this.

The objectives will be fulfilled through:

- Meetings to review financial reports to be presented to the Residents Consultation Committee (RCC) relating to the LSC account.
- Review and examine historical LSC expenditure and comparing this with current or planned levels of expenditure.
- Reviewing draft budgets for the LSC and discussing with officers the basis on which these estimates have been made.
- Engaging in discussion with officers to understand the processes and policies around achieving value for money within the LSC.
- Consider whether more forecasting is required and to consider what is and isn't currently forecasted.
- Forwarding any relevant comments that may impact on service delivery to the Working Parties of the RCC including the Asset Maintenance Working Party and Service Level Agreement Working Party for comment.
- Report annually to the RCC.

Electrical Vehicle Charging Points Working Party

Objectives

Purpose of working group is to determine the most suitable options and solutions for introducing electric vehicle charging points to the Barbican Estate car parks. The solution will need to:

- Meet the needs and requirements of residents charging their vehicles
- Be future-proofed to accommodate continued growth in electric vehicles
- Be cost neutral for other residents and the BE office
- Easy to manage with need for minimal oversight and input from the BE office

Key issues to be considered and resolved include:

1. What do residents require to support the shift from ICEs to EVs?
2. What is the most suitable infrastructure for the BE?
3. What is the most suitable way of allocating bays to EV users and charging points?
4. What is the best pricing mechanism to recover costs?
5. Use a 6 month pilot or trial period to test out the different models/options.
6. How will it be delivered?
7. What are the timescales?
8. Ensure accessibility of EV bays is considered
9. How will the pilot/trial be monitored and evaluated?

Car Park Charging Working Party

Terms of Reference:

To proceed in the reference of the Grand Committee to review the charging policy for car parking and storage in the car parking areas of the Barbican and to report back thereon, with recommendations.

RIGHTS AVAILABLE TO A FORMALLY RECOGNISED ASSOCIATION

1. A formally recognised association may:
 - a) Ask for and receive a summary of costs incurred by the landlord in connection with matters for which a service charge is payable relating to any dwellings to which a service charge applies;
 - b) Inspect the relevant accounts and receipts relating to any dwelling;
 - c) Propose names of contractors for inclusion on the tender list when the landlord wishes to carry out major works.
 - d) Ask for and receive a written summary of the insurance cover and inspect the policy;
 - e) Require consultation about the appointment and reappointment of a managing agent;
 - f) Appoint a qualified surveyor to advise on matters relating to service charges payable to the Corporation. The surveyor will have the right to see and copy supporting documents held by the landlord, to inspect common parts and to appoint assistants.

This page is intentionally left blank

WE, THE UNDERSIGNED, having resolved to form an Association to represent the interests of the leaseholders or the development known as (), on matters of common interests, have further resolved to adopt the rules of the Association annexed hereto which we have signed for identification purposes.

Dated... ..

1.0 The Association shall be called () Residents' Association ('the Association')

OBJECTS

2.0 The objects of the Association are:

- 2.1 to represent the leaseholders on matters of common interest;
- 2.2 to consult with the lessor and/or its managing agent;
- 2.3 to preserve and improve, where required, the amenities enjoyed by leaseholders;
- 2.4 for the purpose of aforesaid, to employ solicitors, counsel, surveyors, engineers, accountants and other professional or qualified persons to advise the Association;
- 2.5 to do such other things, ancillary to the preceding objects, as may seem desirable to the Association.

MEMBERS

- 3.1 Any leaseholder may upon application and payment of the entrance fee become a full member. Only one vote per flat/house will be given in the case of joint leaseholders. A company that is a leaseholder of a flat/house shall be eligible for membership.
- 3.2 The committee may admit any other person as an honorary member.
- 3.3 In the rules the word "Member" shall, unless the context otherwise requires, mean a full member. Honorary members shall have neither rights nor obligations, except they shall have the right to attend and speak (but not vote) at any general meeting of the association.

COMMITTEE

- 4.1 The committee shall consist of not less than (... ..) members who shall be elected by remaining members of the Association. At each annual general meeting (AGM) all committee members shall resign but shall be deemed to be re-elected (if willing to act) in absence of other nominees.
- 4.2 Unless the chairman otherwise decides, no person shall be nominated for membership of the committee unless at least 7 days prior to the annual general meeting, written notice of such nominations shall be given to the secretary save that existing members of the committee shall be deemed to be duly nominated.

OFFICERS

- 5.1 The committee shall elect a chairman (who shall be chairman of the Association and remain such until a new chairman shall be elected) and shall appoint a secretary or treasurer.
- 5.2 The secretary shall keep and make available for inspection whenever requested to do so by a member:
 - A record of the business transacted at the AGM.
 - Copies of all written and notes of all oral communications with the landlord and/or agent and any replies received.
- 5.3 The Association in general meeting shall appoint two members (not being members of the committee) to act as auditors.

MEETINGS

- 6.1 The first AGM shall be held within 3 months of the end of the first financial year end.
- 6.2 Thereafter an AGM shall be held each year in the month of and 21 days' notice in writing of it shall be given to every member at his/her flat/house. A report shall be given at the AGM by the chairman indicating the Association's work over the past year.
- 6.3 Special general meetings shall be called on the requirement of the committee or of at least (....) members. At least 14 days' notice in writing thereof shall be given to every member aforesaid. The notice shall indicate in general terms the principle business to be considered at the meeting.
- 6.4 At the AGM of the Association, or at any special general meeting, 25% membership shall constitute a quorum, and if not present the meeting shall be adjourned to another day when members present shall form a quorum.
- 6.5 Seven days' notice in writing must be given to the secretary of any resolution to be moved at the general meeting unless such resolution is admitted by the chairman at the meeting.
- 6.6 A notice containing all resolutions and nominations to be moved, with the names of those proposing and seconding each resolution or nomination, shall be kept by the secretary and be available for inspection by any member for seven days before the general meeting.
- 6.4 All members shall have the right (subject to control of the chairman) to speak at any general meeting.
- 6.5 All members shall have the right to vote on any resolution before any general meeting.
- 6.6 Any member entitled to vote may demand a poll which shall be taken forthwith.
- 6.7 Any member entitled to vote may authorise in writing (such authority to be satisfactory to the chairman) another member to vote on his behalf.
- 6.8 In the event of the equality of votes on any resolution the chairman shall have the casting vote.

SUBSCRIPTIONS .

- 7.1 Each person on applying to become a member of the Association shall pay an entrance fee. Until otherwise determined by Association in general meeting the entrance fee shall be £
- 7.2 Each member shall pay subscriptions in accordance with the resolution of the Association in general meeting.
- 7.3 The committee may expel any member who shall after 14 days' notice, addressed to him and sent by post to, or delivered at his/her apartment at.....(name of development) , remains in default in paying any subscription.

FINANCE

- 8.1 The treasurer shall have control of funds of the Association and, save where required for immediate expenditure, he/she shall pay the same into a bank account or building society as directed by the committee.
- 8.2 The property and funds of the Association shall be held and administered by the committee and resolution of the committee shall be sufficient authority for any payments from the bank or building society accounts.
- 8.3 The committee is not authorised to incur any overdraft.
- 8.4 All cheques or requests for cheques or warrants shall be signed by the treasurer or secretary and one of the committee.
- 8.5 The financial year shall end on ... up to which date any annual statement of accounts and balance sheet be submitted for approval at the subsequent annual general meeting.

INDEMNITY

- 9.1 The members of the Association shall indemnify the officers of the Association and members of the committee against all liability incurred by them in good faith on behalf and in the name of the Association acting within their authority.

ALTERATION OF RULES

- 10.1 These rules may be varied or added to by resolution of the Association in general meeting, passed by a majority of at least two thirds of the members present in person or by proxy under rule 6.7, of which resolution notice shall be given in the notice convening the meeting.

COMPLAINTS

11.1 All complaints or suggestions on matters regarding the Association shall be made to the secretary, preferably in writing.

DISSOLUTION

12.1 The Association may be dissolved if the number of full members at any time falls below (....) and the committee so resolve, or if the Association in general meeting so resolves by a majority of at least two thirds of the members present in person or by proxy under rule 6.7 of which resolution notice shall be given in the notice convening the meeting.

12.2 On such dissolution any balance of the funds of the Association shall be distributed equally between the then members (who are not in arrears with their subscriptions) OR shall be paid to a suitable charity to be decided upon by a majority of the membership.

COMMITTEE

13.1 The members of the committee are:-

- Chairman
- Secretary
- Treasurer
- Member
- Member.....
- Member.....

oOo

This page is intentionally left blank