

Derby Road Fund

Committee Meeting 5 February 2020 at 7 pm

Held at 3A Derby Road

Present:

Simon Scaddan (Chairman)

David Moro (Treasurer)

Paula Benham (Minutes Secretary)

Julie Mills

Sean Mitchell

Gillian Vooght

Apologies received from Jamie Harcourt

SS thanked SM for acting as Chairman in the interim and for his wise counsel.

The Minutes of the meeting held on 4 December 2019 were approved.

Matters Arising:

SS stated that three quotes (£271, £272 and £800) had been received to cover legal liability in connection with a private road ie protection should someone stumble, fall or have a motor accident and decided to sue.

JM queried whether there was any difference in the cover and SS explained that there was a difference between the first two quotes. One submitted by Private Road Insurance had a requirement to carry out a bi-annual survey of the road surface, the other submitted by Ashburnham did not.

As there was a considerable difference in pricing, SS suggested a careful read through should be done and SM and DM undertook this. SM/DM

SS recommendation would be for the Ashburnham quotation.

The letter drafted jointly by SS/DM had been delivered to [REDACTED] but no reply had been received to date nor any comments on fb. SS had offered to meet him and RR had agreed, as long as it wasn't held in his home. Arrangements still to be made.

GV had decided not to follow up our lodged complaint with [REDACTED], SS had written to him as a matter of courtesy re the Prep School sign and lodged a complaint with RBC We are now awaiting a decision from them.

DM had received three quotations for maintenance of the land/trees east of Mander Court. He had also asked the firms to look at the tree outside 13 DR (this was outside DRF responsibility).

As well as this, DM had asked about raising the canopy of the fir trees in front of EC as a separate item should either DR or owners might be interested in taking up an offer, but [REDACTED] had now decided she didn't want the work done. However, she mentioned the beech tree was too heavy and needed cutting back. She was anxious it might fall over. GV said this would make the frontage of EC much lighter and DM had mentioned this to [REDACTED]

Therefore, this just left the six trees on the verge in the frontage of FV: the quotes ranged from £1600, £1050 to just over £1000. DM thought that on reading through our contractual obligation as seen in the original 1889 deeds as well as in the 1960s (agreement undertaken by [REDACTED] and [REDACTED], members of a previous DRF committee), the DRF would only undertake to maintain the verge and trees if all residents of FV paid their DRF fees. To date 17 residents had not paid and DM was in negotiation with two new residents for their contribution.

DM pointed out that the residents of FV knew of this as it was in their deeds. This came to light following one of our meetings and all residents were notified of their obligation to pay to the DRF. He suggested going to the management company of FV rather than individual residents to state the situation.

It was felt that the occupiers of the houses on the front of FV might want the work done whereas those at the back might not be bothered. SM wondered if it would set a precedent whereby all residents would ask for their grass and trees to be maintained by DRF.

DM stressed that the trees did need pollarding. The Tree Officer had inspected them and had issued a certificate of approval for this work.

The management company would be approached.

DM/PB

[REDACTED] (Chairman of GR) had forwarded details of the proposed Number Recognition Scheme (copied to members) and from the picture provided it looked as though the rising bollard would be situated between their existing planters. This would be of no benefit to DR, particularly in view of the costs involved. However, RL had included positioning in his list of items to be discussed.

SS agreed to go back to RL for clarification on this, as well as suggesting that this scheme be held over until QAS had completed their new sports facility.

SS

GV mentioned that RL had sent out a questionnaire to residents of GR but there had been an air of complacency, with responses still outstanding.

It was agreed not to bring this up at the AGM but to wait until we had more information.

Treasurer's Report

DM had a list of non-payers to the DRF which was quite extensive (50 or so).

(DM would give PB the exact figures.) He was in discussion with four new residents who only wanted to pay the portion they have been in residence.

That left us with 73% of residences who had paid this year (RR had paid for two years) equating to £12200 out of £15000 as of end January, but this figure was slightly distorted by the QAS and Mander Court contributions and was in fact 60%.

SM asked whether there were any plans to send out a second reminder.

Expenditure of approximately £500 had been incurred in the form of road sweeping, tree surgery and gully cleaning (SM wanted to bring DMs attention to a couple of points before payment for this item was made). Approximately £600 had been spent on seeking advice from a solicitor re covenants, etc.

Correspondence:

[REDACTED] had produced the deed document of 58 Grosvenor Road which clearly stated that there was a Right of Way over DR (for hay carts and horse-drawn carts) and SS would go back to them to see what they had in the way of older deeds and maps.

SS

[REDACTED] had deducted 64p from her contribution for this year as she hadn't approved some of DRF expenditure. SS had replied to her.

Following a query from [REDACTED], a new resident from last year of FV, it was agreed that she could pay only a contribution commensurate with her period of residency ie 6 months. DM would confirm that we would write off the previous year's debt. **DM**

A letter had been received from Farmer & Dyer on behalf of [REDACTED] a tenant of theirs, in response to a query they had received from an owner, [REDACTED], with regard to an outstanding debt for 2017. DM had replied to the effect that [REDACTED] was liable as she bought the property in February 2017.

Any other business:

SS and JM had met [REDACTED] and [REDACTED] (FV) and [REDACTED] (EC) for an informal chat. The main purpose of the meeting was to listen to the residents. They had plenty of negative thoughts about the PP, the traffic survey results, the questionnaire, historical information. And in fact, they weren't at all bothered by increased traffic using the road. They felt the stats behind the PP had no basis and were completely erroneous. All very subjective. They didn't like our communications and didn't feel they had a voice. They couldn't get past the fact there hadn't been a YES/NO vote. However, they didn't put forward any ideas on how to move forward.

They thought that holding the AGM on a Saturday was a good idea (as suggested by [REDACTED]). They had requested a straightforward YES/NO vote on the PP at this meeting. They would all attend but JM felt they would bring all this up again.

PB confirmed she had written to [REDACTED] and [REDACTED] in a friendly way and thought she had made progress, but apparently not. As had DM.

This would be discussed further at our next Committee meeting.

[REDACTED] had reported the DRF to the IOC for a suspected breach of privacy and SS/DM had put together a letter and had also added various additional corroborating evidence. This was submitted within the time limit specified and a verdict was now awaited. SM was surprised that RR had posted the alleged breach with regard to breach of the GDPR guidelines on FB, thereby perpetuating the 'offence'.

There was a query whether the dates set aside for the traffic surveys might coincide with school holidays (17 and 24 March 2020) (SS had since confirmed they didn't). They would use the same set of parameters as last year.

[REDACTED] had asked for more trees to be planted in DR but as frontages were the responsibility of owners, it was felt we couldn't dictate that re-planting should be undertaken. Concern re honey fungus was mentioned for future reference as it had killed several trees in the road recently. It was essential that trees resistant to this be selected in the future. GV would explain the above to [REDACTED]. **GV**

The Committee then discussed the impact of increased traffic because of the proposed new sports development at QAS. SS said he had heard informally from a member of the CLTC Committee that the Club was a long way from making any decisions about joining QAS. There were problems when working with a school.

It was agreed to review this matter at our meeting on 11 March with the intention of discussing it further with residents at our AGM. This item would be put on the Agenda. **PB**

GV pointed out that RBC were considering placing an illuminated NO LEFT TURN/RESIDENTS ONLY sign on the Peppard Road.

SS and DM had a meeting with [REDACTED] from Clifton Ingram lasting about 90 minutes where they raised as many points as they could within the allotted time. In discussion he covered three areas: covenants, late payments and the constitution. SS/DM hadn't raised whether DR was a highway but NT spent a lot of time on this, the origins of which stemmed back to the covenants. They had a long discussion on the status of Derby Road as a highway and were advised that the Berkshire and Oxfordshire Archives and Reading Library might be good starting points for research. He suggested the Committee try to obtain original covenants and diagrams/maps dating back to when the road was first established. His advice on the status of Derby Road was very provisional but not covenants. He said that the 1890 original covenants were only enforceable on the first change of ownership. Thereafter they were not. This covered all covenants, he was very clear on this. **GV/SS**

NT pointed out that covenants were not enforceable and therefore could not be used to demand payments to the DRF.

A discussion took place with regard to the illegality of charging for late payments and DM had suggested an 'administration charge for inconvenience' instead. However, NT said this wasn't enforceable either. There could be no penalty or charge.

Where outstanding debts were concerned all we can do is ask but not demand. We would need to work on this and SS emphasized the need to get the tone right. JM said it was all in the semantics and she thought we had to be careful with the transition wording.

SS stressed that he didn't want to undermine all DMs hard work on recovering outstanding fees.

PB suggested throwing this back to residents to ask them for input on how they wanted us to go forward. JM thought we would have to do this every year because of transient tenants.

The solicitor's advice meant we could not demand payment or enforce late payments but could appeal to residents on moral grounds. SS asked if JM and SM could sit down on first draft to all residents explaining where we now stood. However, it is still to be decided how we present the change to residents whether in a letter or at the AGM. The election of a new Chairman, with fresh ideas, will provide an opportunity to describe a different approach and this could make a good starting point in the hope of bringing residents on board. SS also wanted to respond to [REDACTED] on these points before the AGM.

SM and JM would draft out a narrative for SS to see on return from holiday and which could then be discussed at the next Committee meeting. **SM/JM**

JM felt that we should have a strategy for our long-term vision, aims/achievements and not give a knee-jerk reaction. SS felt we should engage residents more, giving them the chance to have a major input into how they wanted the DRF to be run in the future. Our approach should emphasize the need to draw on a sense of community.

SS suggested JM write down her ideas on the functionality of maintaining the road etc. **JM**

SS would call on those with outstanding fees. **SS**

It was agreed the Committee did not want to go down the Small Claims Court route.

It was agreed there was little point in our solicitor looking at our Constitution in its present form, that it needed to be re-written and then submitted to him. GV mentioned that constitutions from other private roads could provide a satisfactory guide. In the meantime, SS would ask NT for a ballpark figure to help us with re-writing. (ps Since typing these Minutes, SS has decided not to ask for costs at this stage. We can ask for them once we have redone the Constitution ourselves.) **SS**

The new Chairman's ideas, short and long term goals together with working practices for the Committee, were held over for the next meeting.

The meeting ended at 8.45 pm.

The next meeting had been pre-arranged for 11 March 2020 at 3A DR.