

**Derby Road Fund
Committee Meeting 2 October 2019 at 7 pm
Held at 3A Derby Road**

Present:

Sean Mitchell (Temporary Chairman)
David Moro (Treasurer)
Paula Benham (Minutes Secretary)
Jamie Harcourt
Simon Scaddan
Gillian Vooght

Apologies received from Julie Mills.
[REDACTED] did not attend.

The Minutes of the Committee Meeting held on 24 July 2019 were approved.
DM proposed and GV seconded.

Matters Arising:

(1) GV reported back that she had received a communication from Cllr [REDACTED]
[REDACTED] with regard to our application for a No Left Turn sign into DR.

The Traffic Management Sub Committee met on 11 September and the planners were not keen on the idea prior to the meeting (GV could provide details of comments).

At the meeting it was fortunate that another private road had presented a petition as they, too, had become a rat run.

[REDACTED] mentioned at the meeting the similarities with this earlier case and how the volume of traffic passing through DR had increased. He also made them aware that the residents of DR were prepared to contribute to the costs of the signage.

The result was that the officers' recommendation to remove from the list was rejected and it remains on the list. [REDACTED] will be contacting Highways to see when they will begin the process.

GV and DM had a private surgery with the Counsellor where they had walked DR to discuss all the issues. He confirmed he had asked the Council for an update with regard to the lopping of some lower branches from the tree outside 9 EC. A response from the Council was still awaited. However, the Council were now cutting the grass outside EC.

He confirmed that Moss Close wasn't likely to be resurfaced any time soon as it wasn't considered a major route. It had not been resurfaced initial construction in the 60/70s.

██████████ had seen ████████ re the trees in EC backing onto GR. He will look into the nuisance they are creating and he would speak to residents. SM observed that EC would have to deal with this as it was a Council issue.

(2) DM had received quotations for the three signs; two for the entrance from the Peppard Road and one for the entrance at GR. He had previously asked ████████ if one could be attached to the Preparatory School wall rather than the street signpost. However, the size could be modified to fit underneath the existing road sign. It was agreed he should proceed with the purchase at a cost of £275.00 including VAT with the reduced size.

JH queried the rationale but DM clarified it had been requested at the AGM that an additional sign would be provided to state that DR is private. All agreed.

DM confirmed that another sign, thanking motorists for slowing down, would be positioned halfway along DR. This was also approved at £128.64 including VAT and delivery.

SM suggested that we should discuss the size of the school sign at the next meeting. GV thought we should find out what size sign had been given planning permission. GV

(3) GV confirmed that, following a meeting with ██████████ from QAS, she now had access to the necessary password and had uploaded the Minutes of the last AGM and had full control of the DR web page.

SS offered support. SS

QAS had paid the £70 registration fee for the web page and DRF contributed a £2/month fee.

TL would invite all residents of DR and GR to view the new buildings at an open day at QAS sometime in the future.

(4) As JM was unable to attend this meeting the position of ██████████ and her tree would be held over.

(5) Following an inspection by JH and DM it was decided that DM would ask Mander Court if they could prune back their foliage even more.

(6) DM had contacted Walmsleys with regard to the To Let signs outside [REDACTED]. They had agreed to desist and would only place signs on the appropriate plots. The signs for the flats in FV could be erected by the meter station. Walmsleys had sent an email to confirm. There hadn't been any complaints about other estate agents but in the event the same would apply.

(7) No action needed to be taken with regard to [REDACTED] letter items 3 and 4. But PB would write by way of apology to let them know that in future they would be given advanced notice of any road works near their property. **PB**

With regard to their assumption that they had vehicular Right of Way access, DM confirmed that this was, in fact, not the case and a pedestrian Right of Way only had to be maintained. **PB**

(8) DM confirmed that the management of the verge/trees in DR outside Field View did fall under the remit of the DRF, having seen copy deeds which showed the signatures of the Chairman, Treasurer and Secretary at that time (60s?). GV stated that in the 35 years she had lived in DR the Fund had never paid for this work. [REDACTED] confirmed that during their ownership of FV they had paid for this work. DM showed the exact location on a map.

DM stated there were three options: Accept responsibility and charge FV residents an additional fee for maintaining the area; DRF take responsibility and charge all work to the Fund; at the suggestion of JH the Fund went halves with the residents as a compromise. Apart from 5 properties which were tenanted, most were owner occupied.

It was felt that should the issue could prove contentious as residents had been told they had to maintain their frontages as it was in the deeds. So we would be contradicting ourselves. It was queried how the signatories had a right to undertake this.

First, the Committee should obtain quotations for the pollarding of the trees and maintenance of the verge.

SM and DM would brief PB on these options, including JH suggestion. PB would then distribute a letter for consideration by the Committee.

SM/DM/PB

Treasurer's Report:

DM had received quarterly statements and as at 16.09.19 the business account stood at £32,010.70 with interest of £15.95. The separate account for paying expenses/petty cash stood at £3,000.00.

DM confirmed there had been no further contributions to the Fund since June. He told JH that 25-30 households had not paid their dues. He displayed his updated spreadsheets.

Following a query from JH, GV stated that proof all FV residents had to pay had been in the relevant deeds and it was decided that this information would accompany the fee request letter to be sent out early in November.

A "signed for" post letter would be sent to all [REDACTED] residents who hadn't paid their dues for this year, the last and beyond. Included would be the relevant documentation – the good part about receiving the deeds from [REDACTED] confirming that the whole of FV had to contribute. This would be sent out under a separate letter to all other households and once SM/SS had notified DM of their delivery dates.

SS/SM/DM

DM would prepare a draft, to be typed up by PB and, once agreed, distributed by SM and SS.

DM/PB/SS/SM

SS asked if we were sure on the legal front and it was noted that the previous owners of FV had confirmed the deeds were legal

DM and PB would look at petty cash claims made by DM on 12.10.19 so these could be signed off.

DM/PB

Correspondence:

Following [REDACTED] suggestion that the PP should be re-sited, PB would write to him quoting JM's letter which had accompanied the results of the questionnaire. When he had written he would not have received this.

PB

Following DM's letter to [REDACTED], there had been no further correspondence.

Following discussion with regard to the cost of seeking an opinion from a solicitor (£250-300) or advice from a barrister (£1,500), it was thought that a Small Claims Court fee of £50 was a more appropriate expenditure to retrieve unpaid fees

DM would speak to [REDACTED] to ask if he would agree to being taken to court to retrieve the debt carried over from [REDACTED]. This could be used as a test case. **DM**

PB had written to three property management companies to enquire whether they might like to quote to take over the DRF but, so far, no company had shown any interest.

The informal meeting with [REDACTED] had to be cancelled and because of this he had written to PB and GV to say he no longer had any interest in re-assessing the apportionment of the road fees. He no longer wanted a meeting with the Committee.

JH and SS would conduct further traffic surveys in January and June 2020 and these would be repeated exactly as the previous ones. **JH/SS**

New PP closure dates for 2020 would go out to all households. DM would liaise with GR on these dates. Matter to be discussed at next meeting. JH stressed that he felt the closures should coincide with GR. All agreed. **DM**

SM distributed copies of the proposed positioning of the path around the south side of the PP for use by wheelchairs, etc. It was agreed that the path would be 1.5 m wide x 10 m in length.

DM would consult the local authority tree conservation officers to ask their advice on how best to approach the works involved. DM would enquire about a hexagonal plastic mesh for the surface ground works, which could be infilled with earth and grass seed or gravel. The plan of the path would be shown to the Council and advice sought about the large lime trees. **DM**

JH wondered whether dropping the kerb on the opposite side (EC) might be a better proposition. This would need an approach to the Council and it was felt this would take too long; the path should be set up as quickly as possible. JH would look at EC when he looks at the work required outside MC. **JH**

It was agreed the path should be curved to facilitate ease of use by wheelchairs and double buggies.

JH offered to carry out the work once approval had been given. **JH**

DM would be using the posts retrieved from the Prep School frontage to fill the gap now being used by vehicles bypassing the PP. JH would assist. **DM/JH**

SS had distributed a letter to be sent to residents, as well as a post for our FB page, outlining again the purpose of the FB page. It was agreed to delete the sentence re the removal of 'undesirable posts' from FB as this had proved contentious previously, with accusations of secrecy. **SS**

After experiencing difficulty with the combination lock of the PP, SS would purchase new ones from B&Q. **SS**

GV had written to the ambulance services once more to ask for written confirmation re PP closures.

SM provided details of the work to remove the beech tree in front of 13 DR. A letter would be sent to all residents once dates had been received to confirm DR closure. Thought to be 23,24,25 October. **SS**

A notification would also be posted on the DR FB page. **PB**

A letter would be sent to all residents and SM would speak personally to his nearest neighbours in this connection. **SM**

Notices would be posted to inform traffic using DR as a cut through.

DM advised SM to take photos of the road, fencing and general landscaping before the work was undertaken. JH suggested a photo of the tree, thought to be at least 150 years old, which would be good for the archives.

Any other business:

SS reminded and recommended the Committee to look at the DIY guide to committee work he had forwarded concerning ethics, etc. If requested, he would re-send. After the receipt of [REDACTED] letter one or two things rang bells and SS felt this guide would be helpful.

DM would draft a fee request letter to be sent to all residents at the beginning of November, this would be typed up by **PB** and distributed by **SM** and **SS**. JH enquired whether the DRF had a legal duty to inform purchasers of their obligation to pay. It was confirmed that this was always in their deeds.

Following a query by SS, DM stated that we only had a quarter of residents willing to provide their email addresses. Each year a tear-off slip was attached for e-mails to be provided to the Committee.

The meeting ended at 9 pm.

Date of next meeting: 4 December 2019 at 7 pm at 3A DR