

## **COMMITTEE MEETING OF THE DERBY ROAD FUND**

**6 MAY 2020 at 7pm via Skype**

### **Present:**

Simon Scaddan (Chairman)

David Moro (Treasurer)

Paula Benham (Minutes Secretary)

Jamie Harcourt

Sean Mitchell

Gillian Vooght

Apologies received from Julie Mills.

The Minutes of the Committee Meeting held on 5 February 2020 were approved.

DM proposed and JH seconded.

### **Matters left over and follow up from the cancelled 11 March meeting due to the coronavirus pandemic**

Chairman's ideas re objectives and working practices would be discussed at the end of the meeting, following circulation of an updated letter to committee from SS. Approved.

The report on the status/potential purchase of Derby Road would be discussed at a separate meeting and would be the sole topic. All agreed.

The letter to residents concerning DRF payments had been delivered by SM and SS on 29.04.20.

The next traffic survey had been postponed and SS and JH would decide on a future date.

**SS/JH**

GV had received no response from xxxx concerning his request for emails confirming her arrangements with the emergency services and it was agreed that the matter be left. It was felt if he still had doubts he would respond. Agreed.

### **Current business:**

All agreed that the Pinch Point would remain open during the crisis. Dates for future closures to be arranged at a later date.

SS would prepare a facebook post concerning the ICO ruling re data protection (see below under Correspondence).

### **Correspondence:**

DM had received correspondence from Ms xxxx conveying the ICO's ruling on an alleged data protection breach by the Committee raised by Mr xxx. The Committee was exonerated but encouraged to be careful about the way it handled residents' data in the future.

SS had received an offer of help from xxxx to assist during the pandemic but had subsequently had to withdraw this as she didn't have the necessary expertise. However,

she had shared her article about misinformation on the web which had been posted on our fb page. JH commented that the article was very good

Correspondence between SS/DM/PB and xxxx had been received, primarily expressing her concerns about the wording of last year's AGM which she felt had shown her in a bad light. SS agreed that an apology would be given at the next AGM. She also felt that her tenant's privacy had been invaded with the position of the PP. SS had told her of a request for its re-positioning by another resident of FV. which was to have been discussed as part of a general discussion on the Pinch Point at the AGM but was now on hold. She had preferred its removal completely away from her property. She had also queried some of the DRF expenditure. PB would keep her up to date.

However, in her last mail to SS xxxx had offered assistance to the Committee in any way she could with her expertise in typesetting. She suggested periodical newsletters to work in tandem with the fb. She could also produce programmes and posters. SS had replied with our appreciation and would be discussed once life got back to normal.

PB had received a request from xxxx of xx and now tenanted, for updates on activities of the DRF. PB had asked if he wished to liaise with xxxx with regard to FV but had not received a reply.

DM had updated the data schedule to show that this property has now been let and that xxxx was the landlord.

PB had started to compile a list of residents/landlords who had provided email addresses for future communication. **PB**

#### **Any Other Business b/f:**

All agreed with SS that the status of the road, together with the possibility of its purchase, should be set aside for a completely separate meeting.

With regard to the Constitution it was agreed we should delay any conversation until we had more information about the status of DR. This could then change the way we handled its redrafting. Again this would form a separate meeting.

SS had one point re ICO and xxxx which would influence his fb post. **SS**

#### **Treasurer's Report:**

DM said that to date £15,019.81 had been received in fees, giving an overall percentage of 89. However, this figure was slightly distorted with a portion of payments from 2018 being included.

SS asked how this compared with last year's 95% and DM explained that 85% of householders' payments had been received this year. The difference being percentage of money in and the percentage of people actually paying.

SM queried when we should send out a second reminder. DM confirmed this had already gone out and it was nearly the time for a third reminder although Simon's letter had acted as a reminder. DM would provide SS with all the information needed for SS to send out another letter on this. SM offered to deliver these. **SS/SM**

GV mentioned that all residents from xxxx had paid.

Following a query from JH, DM explained that the outstanding 15% were mostly xx and xx.

xxxx and xx had one outstanding each together with a few from xxxx.

### **Any Other Business:**

There had been a query concerning the delay with the PP closure dates for 2020 and SM confirmed that this had been held up by GR being too slow to release their dates.

With regard to the grass cutting between Derby Villas and QAS Headmistress's house, DM/SM had received three quotations for this service together with three quotations for tree pollarding.

DM had contacted the former owners of FV (Dorringtons) and had given them a copy of Mr Thorowgood's Opinion which they have not disputed i.e. that the covenant signed by a previous committee was unenforceable. This meant that it was now down to us to take on the responsibility and absorb the cost. SS asked whether this included the pollarding of the trees in front of FV. DM stated this was purely a committee decision. His understanding would be that if the covenants were unenforceable for payment of the upkeep of the road then this would apply to maintenance of the verge. Therefore, the responsibility would fall back on the original owners of the verge.

After a query from JH, DM explained that at present the FV maintenance company disputed any obligation for this in their contract. It was very much a grey area and DM had tried to speak to Dorringtons on three occasions but had been ignored. Any work we undertook would be with no obligation.

Dorringtons had promised to look at the deeds of the six properties which were there previously and which now formed FV. The problem was that these had been archived once the properties had been sold on and could take up to four months to retrieve. So, another discussion for the future.

DM had a competitive quotation of £1000 for the pollarding and one of £20/hour for the grass cutting from xxxx, equalling £40 a month during the mowing season.

Following a query from SS, DM explained that the necessity for pollarding had been brought up by the Tree Officer when she visited SM to confirm that his tree had to come down. Therefore, permission had been given for the pollarding. DM stated that permission for pollarding of trees in the road had been given. This could all change once we've discovered the status/potential purchase of DR,

GV mentioned that we could adopt the same system as GR whereby residents paid for their verges and trees to be maintained within their Fund fee. DM pointed out that we couldn't force individual owners of the trees to pollard them.

JH asked that if the covenants had no teeth now, how they did in the past. SS said Covenants only applied to the first change of ownership. It was felt that the FV estate should take responsibility and GV agreed. JH pointed out that if the DRF took this on then everyone would want it done. All agreed. SS suggested we leave the matter until GV had sorted out the status of the road. It was agreed that this would be held over for discussion in the autumn.

**PB to note**

DM pointed out that this matter had originally been raised by xxxx as well as other residents and Dorringtons had sent her the documentation proving it was unenforceable ie each owner verging on is liable for upkeep.

JH suggested we remind all residents of their responsibility with regard to the verges, but SS suggested this issue should be on the Agenda for the next AGM when we could point out the

unenforceability and respectfully ask residents to look after the trees. However, DM said the residents did not consider the Derby Road verge to be part of FV.

It was agreed that we should try JH's suggestion, write to FV owners/occupying tenants pointing out that it is a privilege to live in the road. JH would draft a letter accordingly. **JH**

In connection with xxxx's request to have the PP moved SS stated that in principle we had agreed subject to the residents' agreement from those whose properties front its suggested new position. However, the matter was held over until JL had gauged the support from other residents of FV. Further consideration of the request would be considered after the end of lockdown. All agreed.

### **Further Points of discussion under Any Other Business**

In response to the Chairman's recent letter to residents a couple of responses had been received in connection with residents' email addresses.

JH had previously suggested a street party but this could not happen until after the cessation of lockdown. However, GV had talked to xxxx of GC who was a classical jazz musician and was keen to provide music on the day.

As we can no longer enforce covenants we would like to involve residents in discussions at the postponed AGM about ways we can raise revenue.

The Pinch Point was another challenge. The views of residents attending the AGM will help guide the Committee in decisions it makes. It is hoped conclusive agreement will be reached on whether we keep or remove it. It had eaten into a lot of time and we needed closure. DM asked if there would be a straight forward YES or NO vote at this meeting. SS responded by saying he firmly believed that every household in the community should have a say after feedback from the AGM result.

With regard to the Number Plate Recognition scheme proposed by GR, SS would write to xxxx again as it appeared to have ground to a halt. GV said she had learned there had been a poor response to RL's questionnaire on the matter. This was another item for the AGM.

**SS**

JH queried timing of future AGM and suggested that if it got to September we could have an outdoor AGM, and GV suggested possibly in Field View, with the use of a microphone. It was agreed to review this suggestion in a month's time. **PB**

With regard to a possible end of crisis celebration, JH was of the opinion that there was a strong likelihood of a second wave, there was definitely no cure and it was far too early to think about a street party. All agreed.

PB had suggested representatives from all the offshoots be sought to handle issues personally and SM said this an excellent idea, especially when residents saw their road under a heading in the Minutes. SM queried what sub-divisions PB had in mind. GV said that previous committees had tried to do this in the past but PB said this was to come onto the committee and not to act as a liaison officer. It was thought this could bring about a greater involvement from the community. SS said each of us had contacts and could put feelers out for liaison officers. SS/PB could then take this initiative forward. JH thought this a sensible idea and would come across as less official. All agreed. **SS/PB**

DM had purchased the posts and matting and would like to go ahead with the project as the soil was drying out so making it harder work. SS agreed that the posts should go in as it wouldn't be affected by the position of the PP. JH would help DM once the 2m isolation

ruling had been relaxed. The matting would be left until the Autumn and/or after a decision had been made on the position of the PP.

SS had purchased a laser printer and DM had agreed to give a refund on the cost of toner. As DM's ability to carry on with the DRF printing could be in doubt, SS would undertake this. Reams of paper purchased from Costco were available at a reasonable price and JH said he would like to buy some, too.

DM had emailed five people in the road in connection with following up on historic title deeds and he asked if JH could look his out. JH had his dating back to 1904 and would look them out.

SM asked for a date to deliver the third reminders. A draft would be prepared by SS and could go out in about two weeks time. **SS and SM to liaise.**

With regard to the ICO report for the facebook page, SS drew attention to a letter he had received from xxxx

where she had raised the question of a new purchaser being responsible for an outstanding debt on a property. We have confirmed we are not to follow this policy in the future. It would be helpful to post this information on fb and in that announcement a brief reference would be made to ICO dismissing allegations but a full report would be posted on our web page.

**SS**

### **Working Practices and Principles:**

SS had redrafted his ideas which had been circulated to the committee and agreed. He then briefly read through his Paper.

Under Long term objectives and his idea to expand the committee, the Constitution only allowed for eight members. If it became larger then we would need to hire a room for meetings or carry on via Skype.

SS felt the Committee should become more representative of current households both in Derby Road and the feeder roads to make it more diverse and to widen our approach. Several names were put forward as potential new members.

Working on the principle of majority voting, everyone should express their views freely.

When we send emails to one another and where we want action taken, there should only be one action addressee, others can be copied in for information.

We will consider our areas of responsibility and balance of roles at a separate meeting. Once agreed, each person will be responsible for their particular area/expertise and only involve the committee as a whole if a matter of policy is concerned or it might be controversial.

Before each Committee meeting each member should give PB a resume of their activities so she will have all correspondence on file. This could then be distributed in advance with the Agenda, thereby speeding up time on discussion at the meeting.

We should bear in mind our guiding principles in our work and in particular remember that the way we respond to residents could be just as important as the message itself.

SS asked whether it would be a good idea to carry on with Skype meetings and then have a face to face as required. It was agreed this decision could be made in the future.

SS talked about the regularity of meetings, perhaps on a 2 monthly basis. SM suggested individual short meetings could be dedicated to important matters for in depth discussion on an ad hoc basis and JH agreed.

JH stressed that we mustn't seem to brush anything under the carpet by taking forward items and that might be missed in the future.

SS and PB would get together to discuss dates for future meetings on the Constitution; Status and possible purchase of DR; Roles of Committee.

The meeting ended at 8.20 pm. The end of our first historic Skype meeting

**Two dates have been set aside for future meetings:**

Wednesday 20 May via Skype at 7 pm for discussion on individual job responsibilities

Wednesday 3 June via Skype at 7 pm to discuss status of DR/potential purchase