

Derby Road Fund

Committee Meeting 11 October 2018 – 7.00 pm
Held at 3a Derby Road

Present:

David Moro (Treasurer)
Paula Benham (Secretary)
Sean Mitchell
Shirley Rennison
Gill Vooght
Fiona Grant (guest)

Apologies:

Ian Lawson (Chairman)

The Minutes of the last committee meeting held on 23 August 2018 had been approved.

Matters arising:

The Chairman's address was inaccurate and DM has sent a number of emails highlighting relevant elements and it was felt that he may be out of touch with local knowledge as he did not live on the road.

Responsibility to maintain the road does exist with cleaning the gulleys, sweeping and lighting cited as examples.

DM Report on Finances:

Contributions of £25015.95 to date have gone up to £26317.85 as we are currently receiving interest of between £8/9 per month on our funds. We have two accounts: one savings and one business. The funds are paid into the business account and the interest paid is only on the savings account, meaning DM has to transfer from one account to the other. It was proposed that 2018-2019 contributions would be paid directly into the savings account and making the business account for approved expenditure. DM will do this.

Expenditure for the pinch point so far is in the order of £100 (spent by DM on incidentals to date). The quotation from MCF Services was generally accepted as a good and fair price and could be delivered and constructed within a couple of weeks.

At present two signatories were required to co-sign cheques: DM IL SM but another may be required.

The next major expenditure would be the conversion of our lighting to LED lamps (see GV AOB).

The road sweeping and gulley cleaning had both been paid and in fact an over-payment had been made on the sweeping so the local authority would owe us another sweep.

Outstanding actions:

IL had concentrated on the history and ownership plus responsibility but had provided no new details not already known by long-standing residents.

FG says her deeds state she has ownership/responsibility of maintenance to the centre of the road, but it was pointed out that ones boundary is the hedge with responsibility of the verge and half the road,

not ownership. She is going to look out her deeds to clarify. DM had sent their deeds to a solicitor for clarification and that was her interpretation.

SR also confirmed that Southern Housing (Mander Court) believe they own up to the middle of the road. DM will chase up Southern Housing for clarification.

The road had not been adopted by the Local Authority and as Berkshire Estates Ltd had gone into liquidation, the land had most likely reverted back to the Crown. (No written documentation confirming this has been found to date.)

IL had suggested that a County Court judgement would need to be gained in order to legitimise the road surface maintenance; again DM's solicitors thought this may be achievable. However, their opinion was that it would require a barrister who is proficient in this field to review before we could take CC action. She thought that taking people to the small claims court was not feasible. CC judges wouldn't have a full grasp of the complex law involved with regard to DR ownership and covenants, etc. We cannot now claim unpaid fees can be recouped by taking people to court and this needs removing from the Constitution at this time.

SM asked for an estimate for using a barrister to review the case and this was quoted at between £1500 and £2000.

QA contribute the equivalent of 31 households by a long standing calculation and the Greycoat Court flats, which are set back towards the rear of nos 2 and 4, pay £1664.00 pa.

Where non payers are concerned all we can do is highlight the situation that if nobody pays or we refuse to collect money on behalf of the road it is most likely that properties will depreciate in value. Previous treasurers have tried mediating with no effect. Added to the persistent non payers are a percentage of Field View, who had previously paid through their management committee. This year with great threats and vigour DM had managed to recoup over 80% of funds meaning that 35 out of 257 residences haven't paid = a 15% improvement on the year before. The non payers were from DR, Ellesmere, Field View and Moss Close. Only one person had been rated as a non payer. She lives in Xxxx Xxxxx, is housebound, had written explaining her situation and had been accepted as exempt.

Another lady had also asked to be exempt from full payment, was asked to write in but nothing had been received.

DM had threatened to take 2 persistent non-payers to court and they subsequently did pay. 20 people had back paid from last year but only after they were pursued 2-3 times over the year. Although this policy had worked to a certain extent it would not be repeated this year as it was too time consuming.

This year a £10 penalty would be instigated for residents who don't pay by the due date (voted in at AGM), which is the end of December, giving residents 8 weeks to pay. Reminders going out in the new year would include this £10 levy. This information will be incorporated into the fees due letter. DM will distribute a draft letter to committee before delivery. The pinch point and LED lighting details may also be incorporated.

Constitution:

A draft copy for last AGM basically informed residents of what the committee does, the Chairman's, Secretary's and Treasurer's responsibilities plus details of the committee members. Also what the aims and objectives are. Some people says their solicitors never told them a contribution had to be paid. However, most solicitors and estate agents know DR is private and DM was surprised at this excuse for not paying.

There is a constant turn around in DR compared to Grosvenor Road as there are more flats for rental, so they don't have the same problem of constantly changing tenancies. The majority of landlords incorporate the fund fee into their rental but this depends on the tenancy agreement, it varies and adds to confusion. SR suggested it should be included in rent (£1 a week).

SR contributed the MC constitution, which was a much simplified version that doesn't cover our situation. Something in between was thought to be needed. IL took over responsibility for the redrafting but no action to date in 6 months. PB would see if she still had the constitution from The Hythe.

Road reinstatement:

IL item: the previous chair Brian Farnham did his best but resigned because of the strain from residents complaining about this. IL was to pursue the matter but it was felt it was now too late to pursue for recompense. Three items have been highlighted: The stone chippings had now been pushed into the tarmac and were no longer visible, particularly at the junction of DR and Grosvenor. In front of no.17 the tarmac round a manhole had started to deteriorate due to poor workmanship and will require attention. The gates on Peppard Road won't close because of the displacement of tarmac due to traffic funnelling between the gates.

FG will write to the liaison officer of GPL once more. There were too many companies involved all blaming one another. DM to issue FG with email address and details.

It was thought that some remedial work would have to be carried out on the manhole and gate entrance before the next planned resurfacing. The work needed on the turning area would be a more costly expenditure – caused mostly by non residents causing excessive wear. Hopefully the pinch point may reduce this.

IL had come back with regards to the legal position in respect of the funding but all that had been listed in his email was already known. Grosvenor and DR are both private. Reiterated to IL by DM.

No.3: we can close the gates and use a pinch point as long as residents approve; this is a long standing tradition.

The statement that traffic can use DR as a public highway is incorrect. The gates would have to have been constantly open for 20 years for this to apply. Once in 20 years the gates are closed to maintain it private. However, they need to be closed again as they were left open for two hours on Bank Holiday Monday. GV suggested that over Christmas holiday would be a good time. They need to be closed from dawn to dusk. Unless the PP is in place by then, in which case it could be used instead.

No.4: houses fronting DR area liable to contribute to the upkeep. We don't think this is correct either. SR queried why Mander Court pay in that case. There is no legal confirmation that this is the case. We are entitled to request contributions from all resident users. Ellesmere and Moss are both adopted roads, FV is private, have their own residents committee and contribute to their own service. However, they all use DR so we legitimise this by asking everyone to pay. We don't have any legal confirmation that we are able to do this in writing. Informally DM has been told the covenants remain on land sold for development, SM asked if this could this be included in the barrister's research?

We have a reciprocal non payment arrangement with Grosvenor Road.

The chairman of Grosvenor Road says they are supportive of our PP and in agreement with the co-ordination of their closures. It was deemed the most efficient way of deterring non residents. Since the PP on Grosvenor, DR is far busier, particularly at peak hour from 7.15 am onwards.

All this information had been forwarded to IL but no response to date.

The installation of the PP was approved by a majority vote at AGM but as it had not been included in the Agenda IL felt we should poll all residents, putting us in a stronger position. Agreed by committee. All hands had been raised at AGM and had resulted in non payers now paying fees. GV.

IL queried whether the speed humps had been introduced legally. It was pointed out they had been in place for over 30 years GV. Mr Xxxx, the Grosvenor Road chairman had shared the consideration of our PP with their residents and had received a favourable reaction. GV is helping with their lights.

IL has contributed quotes for insurance from Hiscox: a public liability of £100,000 and committee liability of £1,000,000 for £235.20 pa. SM thinks this is a fair figure. However before acceptance he would like to look at proposed policy. Hiscox were to be approached asap and SM would follow this up with IL.

Planning Permission:

DM had spoken to the Planning Officer followed by an email and had received a reply saying we could do as we liked, as long as the PP was no higher than 1 m. DM had also emailed the Highways Officer, enclosing a drawing of the planter; again he had no objections to our proposal. It was agreed that in order to have an official response a planning application, similar to kerb dropping, would be applied for as a cost £100. This would legitimise the PP but technically we don't have to apply. DM will go ahead with the application as it was felt this would help towards the insurance element. IL was supposed to do this but he hasn't as far as DM is aware. DM will do it now.

We will place the order for the PP after the poll. DM will approach the planning officer on the basis we are 90% sure we will receive a favorable agreement. SM pointed out that QA have written to parents to discourage them dropping off their daughters in DR in the past.

Pinch Point:

DM had drafted a letter, circulated and commented on by the committee. SM asked for the majority vote to be changed from 50 to 51 % . GV asked FG if we could use her letterbox for the voting as she was impartial. All agreed by show of hands to reject IL's draft in favour of DM's draft. DM to go ahead. FG felt it was overly long but all agreed it covered all bases and should go ahead, but in a larger font and with a blow up plan (now highlights location in red) with a title. SM suggested a review of the timetable. The committee will look at DM's final letter over this weekend, he will print on Tuesday; SM and FG will distribute by Friday 19th (Weds Thur Fri) and all residents will be given a week to reply by 26/10. GV will deliver to Joan at MC.

At the last meeting IL implied his time was limited on the committee! He requested he should have a veto over committee majority decisions. He can have a deciding vote but he can only work with the committee and have no veto over the majority vote. Reject suggestion on veto as it is not in the constitution as the chairman's role. The chairman does have majority vote (5.4) if we have a committee of equal number then he has casting vote.

PB asked for advanced notice of the AGM, and it was agreed the notice would go out one month in advance. SM asked when? DM stated that this year the AGM had been held in the 1st week in April once the clocks had changed. The date would be decided at the next meeting.

PB was welcomed to committee.

With regard to Mr Xxxxx, Xxxxxxx Xxxxxx, DM is consulting with a solicitor before writing.

Correspondence:

Xxxxxx Xxxxxx had asked if she could pay in 2 halves, but then said she couldn't afford it. Half her fees were outstanding up to a month ago. But as we can no longer threaten court action, DM will appeal to her community spirit, His letter will be shared with the committee for approval before sending.

DM had emailed 2 solicitors with regard to our predicament, seeking to legitimise the situation. THP emailed back having reviewed the information and the deeds. We have one resident from each road and also certain properties which front DR who haven't paid for quite some time. Previous treasurers stated contributions were voluntary but had no effect. DM looked into this further, with a friend conveyancing solicitor who can only advise from a non official capacity. At the last meeting it was decided to contact these solicitors and try to obtain a more positive, solid response in writing as to what we can/cant do. THP said they could allocate 1-2 hrs time to review and research the information in detail at £225 per hour.

BoyesTurner advised using a barrister and the solicitor DM spoke to didn't have positive vibes at a cursory glance but would need 2 hours at £275/hr or £375 for senior partner.

FG suggested a survey asking non-paying residents in a friendly and non-confrontational way the reasons why they had withheld payment in order to create harmony in the road. Normally 3 letters are sent out to request payment but DM suggested that in future a friendly letter could go out with the 2nd reminder but emphasised that we should be certain of the salient points relative to our case and so exactly what we can do to encourage payment.

AOB:

Road sweeping: DM will email SM re the contractor's details and agreed costs and suggested that the road sweeping was best done after the leaf fall.

SR commented on the overly large size of the Prep School's notice board in the grounds of no.1 and it was felt that this should be displayed further along the Peppard Road outside the main entrance and not at the entrance to DR. It was agreed that the school should be asked to remove the white posts in front of no.1.

GV Street lighting: A sample lamp had been installed at no.8. A brighter one had also been tried and it was agreed that this was the preferred option. The change to LED lighting will prove cost effective in the future as the hire of a cherry picker from SSE was £215 to change the original bulbs as they failed.

DR Website: GV would pursue resolution of the delay in setting up the site again. There had been some upset between comments posted on FB and Xxxx and Xxxxx, who had looked after the site.

The date and time of the next meeting to be arranged at a later date.

The meeting closed at 9.20 pm.