



**Minutes of the Annual General Meeting held at The Coach House at The Angel Hotel Bourne Lincolnshire on Thursday 30<sup>th</sup> August 2007 at 7.00 pm.**

Present: Bob Russell (in the chair)  
Alan Finch  
Denise Holdom  
Mark Croker

In attendance: G R Harrod (secretary)  
P R Osborne (Roythorne & Co)

The Chairman welcomed all present and asked that anyone who had not already signed the attendance register to do so before they left. [Note: the attendance register is almost certainly not a complete record of all members in attendance.]

The Chairman introduced himself as a director representing the members and declared that a quorum was present. The meeting agreed that the notice convening the meeting should be taken as read.

The Chairman then introduced the other board members present and the secretary.

The Chairman started to outline the business of the meeting. The first item was to receive and consider the accounts for the year ended 31<sup>st</sup> march 2006. Before he could proceed further there were two interruptions from the floor. The first interruption was to claim that the members had been told the annual accounts for 2006 and 2007 would include a detailed profit and loss account. The second interruption was to state that the accounts presented to the meeting should have included a detailed profit and loss account.

There then followed a series of exchanges between the members and the directors summarised as follows:

1. Denise Holdom apologised for whatever the members had been told previously but this had been before she joined the board.
2. The accounts for 2006 and 2007 presented to the meeting complied with all statutory requirements and a detailed profit and loss account would not normally be published.
3. The accounts for future years would include a detailed profit and loss account.

4. From the floor, the members wanted a detailed breakdown of the information in the accounts including details of individual creditors and a complete list of plant and equipment.
5. It was agreed the members were to have a complete breakdown of the information in the 2006 and 2007 accounts.
6. From the floor, there was a request for details of the Trust's operating costs. It was explained that costs would increase with time as more things were brought on-line.
7. Sarah Cooper (financial controller at Allison Homes) started to take the meeting through the details of the expenditure categories in the 2006 accounts and explained that there were a significant number of invoices totalling some £45,000 which Allison Homes had incurred and recharged to the Trust.
8. The Chairman explained that over the years there had been various changes of personnel at Allison Homes and this had resulted in matters being handled by people without the accrued experience of the Trust's affairs. The Chairman had undertaken a thorough review of the Trust's accounts from inception to ensure that the Trust had only paid for items for which it was properly liable. Various adjustments had been agreed with Allison Homes and the Chairman was now happy with all accounts for the Trust up to and including the accounts for the year to 31<sup>st</sup> March 2007.
9. It was pointed out that the Trust had not yet broken even and the deficit was funded by Allison Homes. Further, Allison Homes had not at any time charged any interest on monies owed by the Trust to it.

A resolution was proposed from the floor that the accounts for the financial years ended 31<sup>st</sup> March 2006 and 31<sup>st</sup> March 2007 as presented to the meeting should not be accepted and that more detailed accounts for those two years should be considered at an extraordinary general meeting to be convened for the purpose.

The resolution was proposed by Mr Ritchie and seconded by Mr Cox.

The Chairman put the resolution to the vote and declared that it had been passed unanimously on a show of hands.

The exchanges between the members and the directors continued:

10. It was suggested from the floor that the Trust's annual accounts should be audited. Denise Holdom pointed out that this was not a legal requirement, that the costs for preparation of the accounts would be higher if accounts were audited. Ultimately this was a matter for the Board but the Board would look favourably on the suggestion. The meeting agreed that this point should be left until the detailed accounts for 2006 and 2007 had been considered by the members.
11. A question was raised from the floor as to why the Trust used Bulley Davey as external accountants as they were a "big firm". It was pointed out that Bulley Davey's charges included in the 2007 accounts were £3,000 which related to the statutory accounts for three years i.e.£1,000 per year. The Chairman said the Board would consider the point raised but would welcome suggestions as to who might be

considered. It was suggested from the floor that the board obtain quotations for preparation of annual accounts and associated matters.

The Chairman put to the meeting the resolution that the re-appointment or otherwise of Bulley Davey be held over to be considered at the extraordinary general meeting and declared the resolution to have been passed unanimously on a show of hands.

The Chairman announced that this concluded the formal business of the annual general meeting and declared the meeting closed.

The meeting continued informally with a discussion between the members and the Board on a number of topics summarised as follows:

12. A question was raised from the floor as to what the provision of play areas was to be. Mr Croker explained that this was not a matter in which the Trust was directly involved but two play areas were to be provided on the current phase being developed by Allison Homes and an area previously fenced had been opened up. One area was to be an area for toddlers and the other a larger area with a basket ball area and a goalmouth. Play equipment had been ordered and was expected to be installed in a few months time.
13. When construction was finished the play areas would be offered to the Trust if it was willing to take them. The larger area was just off The Pollards and the smaller area off Elsea Park Way. There is already a sub-committee of the Board established in connection with the possible handing over of the play areas, the sub-committee consists of the Chairman, Adam Cooke and Denise Holdom.
14. It was asked from the floor if a clear map/plan showing the location of the play areas could be put up when they had been completed.
15. The Chairman explained that Allison Homes build under the control of the section 106 Agreement under which the Trust had asked Allison Homes to provide an emergency play area in advance of the two areas being set up but there were obvious dangers if any such emergency play area was near a construction site or there were no inhabited houses nearby.
16. From the floor, it was asked if road signs could be put in at The Ridings. It was suggested to the questioner that he should take the matter up with the developer. The questioner responded that a letter to Mark Smith had met with no response. From the floor, it was asked how many directors had an interest in Allison Homes (i.e. a conflict). Denise Holdom assured the meeting there should be no problems over conflicts of interest.
17. The issue of the display of a map of the development was raised. The Chairman said he would investigate this and see if something could be produced at the Trust's cost showing the layout of the development. He would report the result of his investigations at the extraordinary general meeting with costs.
18. From the floor, it was asked if the ambulance service could have a plan of the development and the Chairman said he had noted the point and would deal with it.
19. It was pointed out from the floor that a new school was to be operating when 501 homes had been built and the number built so far was 462. The Chairman noted that

this was a County Council decision. Mr Finch said Allison Homes was in regular contact with Lincolnshire County Council and County Council was of the view there was insufficient demand for a new school.

20. Throughout the discussion on this point in response to comments as to conflicts of interest Mr Finch reiterated that Allison Homes was aware of its responsibilities and was in regular contact with the Education Department of the County Council. Allison Homes' obligations were set out in the section 106 Agreement which was a public document. Allison Homes had a legal commitment for the new school and to provide the funding for it.
21. Comments were made from the floor as to the problems getting children into Bourne schools. Three people said they had bought their properties on the basis they had been promised a school on the development.
22. The proposal that in 2009/2010 Westfield School should relocate to the development had been shelved because of the concern this caused others schools.
23. Lincolnshire County Council was monitoring the situation constantly.
24. Mr Osborne, after introducing himself, said that with Mr Finch on behalf of Allison Homes and representatives of the Trust he had attended a number of meetings with the County Council regarding the section 106 Agreement. The new school had been on the agenda for those meetings for a number of years. The design would have to be agreed with the County Council who would give Allison Homes a lead-in period of 6 months and then 12 months to build it. Mr Osborne said the Trust could act as a pressure group for the new school if this was what the members wished. On the allegations which had been raised as to any conflict of interest Allison Homes might have, Mr Osborne said Allison Homes knew that having a school on the development would make properties much easier to sell. It was in Allison Homes' best interests to ensure its obligations were met and the Trust is properly run.
25. The position regarding the Community Centre was raised from the floor. Mr Finch said Allison Homes had begun negotiations with the planning authority with a view to submitting a planning application within a month. The Community Centre would be built in accordance with the requirements of the section 106 Agreement. The requirement in the section 106 Agreement that the Community Centre be built before the occupation off the 50<sup>1</sup><sup>ST</sup> dwelling. Mr Croker commented on the consultations which had taken place over the designs for the community centre.
26. In response to a question from the floor as to responsibility for cutting hedges the Chairman said he would get back to the questioner on the point.
27. A question was raised from the floor as to when the roads on the development would be adopted so a speed limit could be imposed on Tilia Way. The questioner asked what traffic calming measures could be put in place. Denise Holdom said she would take the point back to Allison Homes. Mr Finch did not know specifically when the roads on the development were to be adopted but it was intended that all roads be adopted in due course. With regard to traffic calming, the Trust could go back to Allison Homes and the highway authority.
28. Parking around The Pollards would make it difficult to get a fire engine round. The developer, Bryant, had stated that parking spaces had been provided but in fact the provision was one space per flat whereas the occupants of most flats had two cars.

One member suggested a parking restriction could be imposed so parking would only be allowed on one side of the road and another member commented that it would be easier to regulate the situation when the roads had been adopted. The Chairman would talk with the local fire station to see what the problem was.

29. The Chairman commented that the Trust was trying to foster a community spirit but some people were not good neighbours.
30. A member raised a further problem at The Pollards caused by lorries using the road. These problems included wing mirrors being hit, drivers using mobile phones while driving, construction traffic ignoring the "No construction traffic" sign and the consequent danger to children. Denise Holdom said she would take the matter back to Allison Homes and if necessary they would send a letter to all contractors and their own staff. The Chairman asked that details, including the date and time of occurrences, be sent to Melanie Allen.
31. A member commented that Bovis were using The Gables as a building site and that when Allison Homes had built The Ridings they had provided a purpose-built car park. Mark Croker said Allison Homes' Construction manager would go to see Bovis' construction manager about the problem. Denise Holdom said if necessary Allison Homes would write to the directors of Bovis.
32. A member commented on the problem of rubbish mounting up in ditches from construction sites.
33. A member enquired whether there were any plans to obtain a reduction in Council Tax in respect of dwelling on the development by reason the existence of the Community Charge. The Chairman said he had raised this with the Council in April but hadn't got an answer. He thought the point was valid and would raise it again but did not hold out much hope.
34. A member raised the question of the pylons on the north side of the development. The member had been told by Allison Homes' sales people that the pylons would be removed and asked what the position was. Several other people said they too had bought their houses on the basis they had been told this. One member claimed the cost of removing the pylons would be £2,000,000. Denise Holdom said she could not comment on this at this time but would take the matter back to Allison Homes.
35. Other developers were not involved in the Trust but had to impose the same conditions on the sale of their units as Allison Homes did.
36. Housing Associations have to pay the same cost per unit as the owners of other dwellings but it was not known if they passed the cost on to the occupants. An owner of more than one property only has one vote at general meetings.
37. Under the provisions of the section 106 Agreement, 5.6 hectares in phases 1 and 2 has to be allocated to social housing. Mr Finch commented that this was 12 to 14 homes per acre and the percentage for social housing was less than on modern developments. The percentage on the Elsea Park development was 15%.
38. A member asked whether the accounts for the Trust were in accordance with the initial projections. Mr Osborne explained there was a business plan annexed to the section 106 Agreement with projections of income and expenditure. The actual figures did not bear any resemblance to those projections as the Trust was in a

better position than anticipated in the projections. This was due in part to the fact Allison Homes had not charged interest on monies due from the Trust and that the Chairman signed all the Trust's expenditure off. The Chairman noted that the projections provided that the Trust would break even in year 15 whereas it looked as if the Trust would break even in the next two years.

39. As matters were tightly prescribed in the section 106 Agreement it was inevitable that the financial position of the Trust would fluctuate over time given the obligations, for example, to fund the running of the Community Centre and to buy and run the Hopper Bus. The Trust could only abandon the plans for the Hopper Bus if the Council agreed.
40. It was not possible to increase the Community Charge other than as laid down in the section 106 Agreement.
41. The Chairman did not have information to hand as to when the shops would be built.
42. The question of when the wearing course would be put down at Buttercup Drive and Campion Way was a question for Allison Homes.
43. One member raised the question of long term parking of commercial vehicles and caravans on the development and said if he had known the extent to which this would happen he would not have bought his house. Mr Osborne said it was for the developer to enforce the covenant.
44. The Chairman thanked his colleagues from Allison Homes for the forthright way they had dealt with the questions asked and thanked Peter Ellis for his work for the Trust. The Chairman closed the informal meeting at 8.45 pm.

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Chairman