



ELSEA PARK
COMMUNITY TRUST

Minutes of an extraordinary general meeting of Elsea Park Community Trust held at The Corn Exchange, Bourne, Lincolnshire on 30 April 2008 at 7.00 pm

Present: Bob Russell
 Adam Cooke
 Judith Smith (nominated by SKDC)
 Daniel Browne (Twigden Homes Limited)
 Ian Mitchell (Kier Residential)
 Tim Barke (Twigden Homes Limited)

In attendance: Melanie Hart (Trust administrator)
 G Harrod (Secretary)
 Justin Johnson (SKDC)
 Ian Wright (SKDC)

Mr Russell took the chair. He opened the meeting by welcoming the members present, confirmed the meeting had been duly convened and that a quorum was present.

Mr Russell introduced the people at the table. Mr Russell noted that personnel from Twigden Homes and Kier Residential had replaced the former personnel from Allison's on the Board. Allison's were downsizing and would finish the development of Zones 1 and 2 at Elsea Park. Zone 3 would be developed by Twigden Homes, a member of the same group. Additionally, there were now two nominated directors; Judith Smith had been nominated by South Kesteven District Council and Mark Horn had been nominated by Bourne Town Council although he had not been formally appointed yet.

Mr Russell confirmed that minutes of the meeting would be made available to every member of the Trust. After discussion, it was agreed by the meeting that copies of the minutes should be delivered by hand and also made available on-line if possible.

1. Recommendations made at the Annual General Meeting in August 2007.

After a discussion regarding the issues relating to the accounts for the years ended 31 March 2006 and 31 March 2007 as presented to the Annual General Meeting held in August 2007:

1.1 the Trust had cut all management links with Allison's who had previously been providing management services to the Trust;

1.2 Melanie Hart (formerly Melanie Allen) had formerly been employed by Allison's but she was now an employee of the Trust;

1.3 Ian Stokes and his practice Ian Stokes & Co would act for the Trust as independent accountants;

1.4 Mr Stokes was sitting in the body of the hall and Mr Russell introduced him to the meeting;

1.5 the Board had chosen Ian Stokes on the basis of the experience of Mr Russell and Judith Smith in dealings with Mr Stokes in relation to charitable organisations in and around Bourne, Ian has seen the accounts and is happy with the detail.

1.6 there were a number of questions and comments from the floor evidencing a general dissatisfaction with the level of fees paid by the property owners and what those fees had been spent on:

1.7 when Allison's had been providing management services to the Trust it had paid for, and re-charged, the costs of Melanie Hart, Peter Ellis and Sally Middleton together with the cost of stationary and a newsletter every three months;

1.8 the initial business plan for the Trust showed it as being financed initially with a bank loan. Allison's had in fact lent money to the Trust by paying expenses for it and had not charged interest over the four years;

1.9 the Trust had taken over areas which were shown on plans on display in the Corn Exchange for the meeting ;

1.10 notwithstanding that more plots were being sold, the yearly payment payable by property owners increased each year because the level of the payment was indexed linked – this is provided for in the s.106 agreement between the local authority and developer, relating to the development and the deed of covenant each property owner entered into;

1.11 accounts showed a net sum of approximately £3,000 (after receipt of a credit) as having been spent on a DVD relating to Elsea Park. It was suggested from the floor that this DVD had been for the benefit of Allison's. Melanie Hart explained that she included a copy of the DVD in the welcome pack she provided to each new resident but could not speak for the person who had dealt with matters previously;

1.12 it was asked from the floor whether there would be any refund of the yearly payments for what was claimed to have been mis-management by Allison's. Mr Russell had been unhappy with the accounts for past years and had been through all accounts since the inception of the Trust in detail to ensure all charges made by Allison's were justifiable and he had secured a refund to the Trust of approximately £45,000. This resolved all outstanding issues in his opinion;

1.13 following a discussion as to the amount of additional information to be provided to members in respect of the past accounts and question of any further verification of past accounts it was agreed that this would be provided.

1.14 in response to a question from the floor the Secretary confirmed that the legal obligation of the directors in respect of each financial year up to 31 March 2007 was to lay the accounts before the members in general meeting. It was a matter for the general meeting as to whether or not the meeting accepted or approved the accounts but it did not affect the status of the accounts if the meeting did not approve them. The accounts so laid were still the accounts for the relevant year and could be filed at Companies House;

1.15 The residents then asked why the annual charge had to be paid in one payment not in monthly payments. Melanie Hart explained that as per the TP1 Land Registry Form that every owner signed upon purchasing their property it stated that the yearly payment be paid within 21 days of the payment date and that this could be enforced by the repossession of the property if this was not paid. NB. The deed of covenant that each owner member signed also states the following " the buyer hereby covenants with the Trust that he will pay to the Trust on the payment date in every year the yearly payment" The payment date means the First day of April.

2. Forming a residents' committee.

The Chair thought this would be a good idea and hoped that a rep of the board could be invited to meetings.

3. Process for the nomination of new board members.

At present, the board is controlled by the developers, who appoint directors. Members who would like to be considered for the position as a director of the Trust should contact Melanie Hart in the first instance. Up to four seats on the Board could be made available for member/directors..

4. Communication between the Trust and its members (website).

It was agreed that communication with members could be improved. The Trust was trying to get a suitable web address to enable it to set up a website. It was in negotiation with Allison Homes to take over the domain name elseapark.co.uk. The domain name elseapark.com was already owned by a resident. There were obvious practical benefits if the domain name incorporated the words "elsea park". The Board would gratefully accept any help any member was able to give in connection with setting up the website.

5. Melanie Hart's role in the Trust.

The Chair took the meeting through Mrs Hart's background. Mrs Hart had previously been employed by Allison Homes and had done much of the administration of the Trust. She had now been appointed by the Board in a similar role (although at a lesser salary). Mrs Hart now lived in the West Midlands and would be on site at Elsea Park twice a month however she was contactable between 9.00 am and 5.00 pm five days a week and in the view of the Chair her experience with trust matters outweighed any minor practical difficulties arising from her new location.

6. Clarification of areas currently adopted by the Trust.

The areas currently adopted by the Trust were shown on the plans on display in the Corn Exchange for the meeting.

7. Responsibility for disposal of waste and maintenance of waste stations within Elsea Park.

This point only related to The Pollards. Melanie Hart had been in contact with CPM Asset Management Limited who would organise any work required as and when requested. There was no formal contract but this was a matter for the owners of dwellings on The Pollards to organise. Mrs Hart had only contacted CPM Asset Management because a resident had raised the point.

8. Concerns regarding dog mess and lack of bins and signs relating to fines.

The areas which the Trust had taken over had dog bins installed and the Trust looked after them.

9. Issues regarding Housing Association Community Trust Charge.

Melanie Hart explained to the meeting the basis on which the yearly payment payable by property owners was calculated. The payment for the current year for property owners in their third or greater financial year was £228.82. All properties paid the same fee after their second financial year. If anyone thought there was a discrepancy they were to raise it with Mrs Hart who would look into the matter.

All yearly payments were payable in one lump sum within 21 days. The yearly payments in respect of dwellings owned by housing associations were payable by the relevant housing association. The same rules as to payment applied. If a housing association had a separate arrangement with its tenants/co-owners for reimbursement on a monthly basis that was a private matter between them.

10. Clarification of Peter Ellis's (groundsman) role.

Peter Ellis's role was maintenance of areas as and when they were taken over by the Trust.

11. Pond maintenance.

The fountain ponds are owned by the developer and are the developer's responsibility. The present condition of the fountain ponds had been reported to the developer and the Chair hoped they would be maintained more regularly. The Trust would only take over ponds if it was satisfied as to their condition. The Chair explained that the habitat ponds are owned and maintained by the trust.

12. Post boxes.

Royal Mail say this is within the ambit of the residents. If residents want a post box, they should approach Royal mail who will then consider the request. A box is already being installed in Brock Crescent.

13. Reducing council tax fees for residents.

Neither of the two representatives from South Kesteven District Council were briefed to speak on this matter.

The Chair advised the meeting that he was also a member of South Kesteven District Council. He had been discussing the matter with the Council who were not sympathetic. He had the name of the council official who dealt with all financial matters and the Chair proposed to progress the matter by asking for a formal written response. If the response was still negative then it would be up to members to take the matter further as individuals. The Chair could if requested provide guidance on a suitable letter to the Council from individuals if the Trust's approach was unsuccessful.

It was pointed out from the floor that the current council tax demand included the sum of £5.98 required by Bourne Town Council in respect of a play area in the village of

Dyke. The Trust, through the s.106 agreement and the yearly payment payable by members, was relieving the Town Council of liability to provide play areas on Elsea Park and, further, other residents of Bourne would be able to use the play areas on Elsea Park provided by the Trust and funded by the members. The Chair would make this point in his letter to South Kesteven District Council.

14. Plans and timescale for school.

The Education Department of Lincolnshire County Council had been invited to attend the meeting but had sent a letter instead. The Highways Department had also been invited to attend but had neither attended nor sent a letter.

The Chairman read a statement from Peter Duxbury, Director of Children Services. "LCC and the developer are partners (amongst others) in a S.106 agreement that provides a potential primary school on Elsea Park, on a site provided by the developer

The Education Department said in its letter that it was monitoring the position but it had not yet called for the primary school to be built because there were sufficient places in existing schools. To provide more capacity in Bourne at present might cause more parents to drive into Bourne for schooling for their children which would have an effect on village schools and would cause greater traffic congestion. Naturally we are also concerned that the residents of Elsea Park have a voice in this matter and that we consider their views. Therefore a copy of the minutes of the meeting would be useful for us to consider."

When next year's projected primary school numbers are published (May 2009) which show projected numbers for the next 5 years including migration and house building, we will review the situation again. Following this review, we would be keen to update the Trust, discuss the situation and any suggested way forward.

Regarding secondary schooling, the S106 agreement also provides some funding for creating permanent secondary accommodation and there is a project underway at Bourne the Robert Manning School to use this funding in addition to LCC resources. This will see mobiles replaced with permanent teaching space.

15. Concerns regarding speed limits on Elsea Park.

There had been a suggestion in the past that Elsea Park would have a 20 mph speed limit. However, the question of the speed limit for Elsea Park only arose when the roads were adopted.

The Chair suggested that in the meantime if a member saw a vehicle being driven too fast or in a dangerous manner the member take the registration number of the vehicle and report it to the police.

The Chair noted that the remaining items on the Agenda for the meeting were matters for Twigden Homes or Allison Homes and handed the microphone over to Dan Browne. The point was made a number of times throughout the remainder of the meeting that Twigdens would look at all points raised and members were asked to raise particular concerns and issues through Melanie Hart in the first instance who would pass them on to Twigdens.

16. Plans and timescale for the Community Centre.

The plans and time scale for the construction of the Community Centre were on display in the Corn Exchange for the meeting.

Mr Browne acknowledged that the Community Centre was overdue. He intended to speak with South Kesteven District Council about the Community Centre next week with a view to the planning application being submitted in May. The planning process was estimated to take 13 weeks and once permission had been granted Twigden would start building.

Mr Browne was unable to answer questions from the period when Allison's were involved but he would progress the Community Centre.

From the floor it was suggested the main room in the Community Centre should be capable of being divided into two smaller rooms.

17. Plans and timescale for the school.

Mr Brown said that Twigdens could not build the school until Lincolnshire County Council wanted it but Twigdens could not avoid its responsibilities to build the school when it was required.

Considerable concern was expressed from the floor as to statements which apparently had been made by Allison's sales persons as to when the school would be constructed. One member had phoned Allison's within the past few days pretending to be a potential buyer and had been told the school was likely to be built next year.

Mr Browne would take up these matters with Allison's sales personnel.

18. Provision of shops and amenities.

Although shops were not required under the terms of the planning permission it was proposed that there would be three or four amenity-sized shops on Elsea Park if potential operators could be found.

19. Shuttle Bus Service.

The Chair outlined the provisions in the s.106 agreement relating to the shuttle bus. The Trust was obliged to provide a free shuttle bus service for a minimum period of two years. The developer had to contribute £50,000 towards Green Transport Initiatives which sum could be used towards the cost of the shuttle bus.

The Trust had the options of either providing the shuttle bus service itself or coming to an agreement with a third party to provide the service. The Trust were reviewing the possibility of talks with Delaine about the provision of the service and the Trust and the developer would progress this.

The development at present was too small to attract a bus operator on a commercial basis. It was usually considered that 1,000 dwelling were necessary to attract a bus operator.

The provision of the shuttle bus was overdue. From the floor: what sanctions were there if the developer does not meet its obligations under the s.106 agreement? One

of the representatives from South Kesteven District Council responded that there were various trigger points in the s.106 agreement and the trigger point for payment of the £50,000 had only just passed because the trigger was based on occupation of dwellings, not sales. The Council had procedures to monitor compliance with the s.106 agreement and ultimately could serve an enforcement notice under the planning legislation.

It was noted that certain facilities had been provided early, particularly the ring road.

20. Play areas and facilities.

Play Areas. One play area has been provided; one is approved by the Trust and SKDC Planning Department on the Bovis site and will be provided soon. A further four play areas are approved, of which two will be installed by Allison's and the remaining two are undeliverable due to their location beneath the overhead power lines and on top of the gas main. To compensate for this, a terraced area and toddler play space, together with teenager and adult recreational facilities will be provided to the South of the new Community Centre, subject to approval by SKDC planning department.

The question was asked from the floor as to whether the Council would contribute to the upkeep of play/amenity areas if they were used by people from the rest of Bourne and the Chair said he would include this in his letter to the Council.

21. The removal of pylons.

The high voltage pylons remain. Mr Browne would move the location of the proposed school further from the pylons but could not commit to remove the pylons. In response to a question from the floor one of the representatives from South Kesteven District Council said the large pylons were clearly shown on the Master Plan which noted that the large pylons were to stay.

A number of members said that when they had bought their homes Allison's sales staff had told them the large pylons would be removed. A member said he had a letter from Allison's as to the removal of the large pylons. Mr Mitchell asked to be provided with a copy of the letter.

Mr Browne said he could not answer questions as to what Allison's sales staff were said to have done and suggested the members take the matter up with Allison's direct.

In response to a comment from the floor as to the re-allocation of the land under the pylons Mr Browne said that Kier Group always built in accordance with the advice of EON and the National Grid.

22. Concerns regarding confusing signs, house numbers and road names within Elsea Park.

Members were asked to raise issues and concerns with Melanie Hart who would forward them to Twigdens.

23. Concerns regarding access to a bus stop from the Ridings/Rushes residents.

Members were asked to raise issues and concerns with Melanie Hart who would forward them to Twigdens.

24. Concerns regarding street lighting.

Members were asked to raise issues and concerns with Melanie Hart who would forward them to Twigdens.

25. Timescales for finishing road surfaces and adoption of roads.

Mr Barke outlined the procedure for the adoption of roads which started with the adoption of sewers. The adoption of roads would include footpaths. In the event of an accident prior to adoption caused by the state of the roads and footpaths the responsibility would be with the developer.

Mr Barke acknowledged the comments which had been made from the floor as to the state of the roads and sewers and would see what he could do although Twigdens were not the only developer involved.

Comments were made from the floor as to the conduct of developers and contractors in their use of the roads. Mr Barke would take these matters up with Allison's.

The Chair closed the meeting at approximately 9.45 pm.

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Chairman