



NOCTON PARK MANAGEMENT LTD

Helping to make Nocton Park a better community!

**NOCTON PARK
MANAGEMENT LIMITED**

Company Number: 02335481

REPORT ON THE BOARD MEETING

WEDNESDAY 03 MAY 2023 1pm

Meeting held IN PERSON

MINUTES

A) PRESENT

➤ Directors:

- Mrs ALISON COOKE (Chair of the Board) **(AC)**
- Mrs JULIE WALLHEAD **(JW)**

➤ Managing Agent:

- Mr SIMON BAXTER of SR Baxter Business Consulting **(SB)**
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B) AGENDA ITEMS

1. Agreement of Minutes for last Board meeting
2. Finance Update on month end and statements
3. Update on the overall debt position
4. Update on Shears Landscaping Court case
5. Flats works - soffits and facias including S20 consultation
6. Capital Works considerations
7. Allotment lease discussion
8. AGM
9. Website review
10. Plants and weeding for the flats
11. Agreeing and signing of 2022 Accounts
12. Agreeing how to proceed with playground project

1. **Agreement of Minutes for last Board meeting - 15 December 2022**

The Board stated that the minutes had been received and there was no issue that had been discussed that was still outstanding as far as they were aware. They fully appreciate the fact that the current operational approach was that issues were raised and discussed, and then crucially, acted upon.

They confirmed they were happy with keeping the minutes in a digital format and didn't feel they need to actually sign them.

No issues or actions needed to be noted. AC signed the minutes as the Chair of the Board.

2. Finance overview for 2023

The Managing Agent stated that the finances for 2023 was looking as reasonable as expected with approximately £21k in the bank. He did state that the annual major expense that was still to be paid was the insurance which is due at the end of October 2023 and will be circa. £4,300. The monthly costs for the grass cutting and the Agent costs would be nearly covered by the monthly payments from the various properties if the payments remained consistent.

The Agent also also stated that the NPML also had the charging order on the property as an asset which would be realised eventually.

Overall the financial situation was quite stable and robust, although there was not the resources to consider the very large capital items investment or large scale maintenance (such as the flats). This was partly because the Flats expenditure was more than the specific flats income and thus a sink fund could not be created at the current rate of payment.

3. Update on the 2023 debt position

SB stated that as of 15 April 2023 there were 20 properties (nine for PS Properties, nine for property shareholders and two for flats) that had not paid anything towards their 2023 service charge debts. After the first reminder letters were sent, six properties paid their liability (or agreed payment plan) - three from the PS properties and three from the shareholder properties.

The remaining 14 have until the 17 May 2023 before the Final Reminder is sent - as per the Debt Management Policy. The current liability total for the remaining properties is circa £5k.

The Board agreed that properties need to be held to their liabilities and that everyone knows the process NPML will follow if no or insufficient payment. They agree that overall the process was far better than the in previous years and that there was solid process in place which was clear to all.

SB concluded that any Court action would commence in or around early July 2023.

4. Update on Shears Landscape Ltd

SB confirmed that the Judge in this Court Hearing confirmed the defence details presented by NPML - both the fact that the contract was in Shears Landscape Ltd name, while the claim was in the name of Graham Kempster. SB reconfirmed that he had made Mr Kempster aware many times of this, and the Judge agreed that the company and Mr Kempster were two different legal entities and not interchangeable. SB denied the request to have the claim name changed in situ as Mr Kempster had been made aware on no less than four occasions.

The Judge also stated to Mr Kempster that the basis of the claim (even if the name of the claim was resubmitted) had to prove the actual breach and cost and the evidence did not show this detail.

Mr Kempster declined an offer of a small payment 'without prejudice' to conclude any action.

The Judge subsequently agreed with SB that the claim was without merit due to the fact the contract and claim were in different names. The claim against NPML was thus thrown out and discontinued.

5. Flats works - soffits and facias / internal works

SB confirmed that the main representative from the Flats Maintenance Working Group had asked when the Board would be starting the soffits and facias work. It was reconfirmed with this person that the Board had proceeded with the quote for the inside of the flats work initially - but that upon review affordability of all the residents, it was agreed that the soffits and facias work would take a priority. The Board felt that the circa £20k cost was unaffordable with the current resources available.

The Board also stated that as well as the soffits / facias work, there was also the balcony work as well as the inside of the flats work. In total all this work would likely be in excess of £50k.

The discussion was then had in regard to the availability of any secured commercial loans / mortgages which would allow the work to be done, but also to allow the financial effect to be mitigated over a longer period of time. The Board agreed that the shareholders would have to agree.

SB was asked if he would start to investigate what financing availability was open to NPML.

6. Capital Works considerations (other than Flats)

The Board discussed various capital projects which were needed over the next 3-5 years - this included various roadways, forest area and further tree work.

The main capital projects were for the flats and the play park.

The Managing Agent stated that as the financial picture of NPML had improved, it would allow more flexibility in regard to capital investment but possibly on a limited and long term basis.

The Board agreed that caution would be needed for the capital investment as to not cause undue stress on the financial stability of NPML.

7. Allotment lease discussion

AC stated that the negotiations for the lease agreement were almost complete after both the Nocton Park Allotment Association (NPAA) and NPML had agreed on various specifics. Once the final elements had been updated on the lease, it would be signed by both the NPAA and NPML. This would then allow security for parties. The main elements of the lease agreement discussion was:

- The annual lease payment by NPAA would be £25 a year - this would be roughly equivalent of £1 an allotment per year. This would be consideration the contractual lease.
- The contract would be 5-10 years and then reviewed
- The land responsibility for NPAA would start at the allotment side of the bridge - but the crucial element was that if any lease holder was seen to be damaging the bridge, then NPAA would contribute to any repair cost
- The NPAA would contribute £350 towards the grass cutting and mole work that had been undertaken - this would need to be invoiced to them when the lease was formally agreed

- The owners of the allotments would be able to live within five miles of the Park
- The NPAA have agreed to use the NPML contractor
- The NPAA would want some security of the allotments in case of slt was hoped the lease would be signed by the end of May 2023.

It was hoped that the lease would be signed by the end of May 2023.

8. **AGM Review and date of future AGM**

The Board agreed that the recommend date of the 13 July 2023 was the best way forward which met the promise at the previous AGM to hold the 2023 AGM in the summer. The booking had been made at the Nocton Hub for 6pm.

SB stated the usual statutory process would be followed with the formal notifications to the shareholders. The remaining properties would be able to read the documents once they were published on the website.

9. **Website review**

SB stated that the website was updated on a regular basis and that it was under constant review for the usefulness for the community. There was regular Board updates as well as new policies agreed to ensure that the community were aware what was happening and the decisions of the Board.

The Board agreed the website was very useful for the community and allowed as much transparency as possible.

10. **Plants and weeding for the flats**

SB stated that he had received a request from a flat owner for the Board to pay for the plants that the residents had purchased for the flats gardens - currently this was paid for by a few residents. The flat owner also asked for the flats driveway to be properly weeded. All of this was to ensure the flats and the gardens are able to be maintained and look nice.

The Board discussed the issue - and crucially was it the full community's responsibility to maintain the flats garden look? They stated that whilst it was always nice for the flats gardens to look nice, they needed to be careful with the resources of NPML. They also stated that they needed to ensure that the decision was either a one off or an annual cost.

The Board asked SB to clarify the cost of the plants requested as well as the weeding cost spraying.

11. **Agreeing 2022 Accounts and sign off**

SB went through an overview of the 2022 accounts and highlighted the main points. The Board agreed that the accounts for 2022 were agreeable and that it showed that the NPML was in a good financial position.

AC signed the accounts as the Chair of the Board.

12. **Agreeing playground project plan**

SB went through the quote that was received by the regular contractor - the quote was for the red and amber work highlighted in the safety inspection received which amount to around £400 of work. The quote also included the replacement of the bark flooring and fencing of the play park, and for it to be replaced by rubber matting and shredded rubber - this was in excess of £12k.

SB stated that Welton Tree Services had already quoted for removing the fence and bark flooring for a day's rate of work.

SB stated that a consideration could be to replace the bark with turf - this would be a cheaper option yet would have some of the safety flooring. It would also allow the grass to be regularly maintained in the cutting. Safety matting could then be added after all work was done.

The Board asked for the legal and safety element to be investigated, as well as the turfing cost which SB agreed and would report back.

Meeting was closed by the Chair at 2.30pm
