

**71-87 LANCEFIELD QUAY OWNERS' ANNUAL MEETING
2 MARCH 2015 AT 7.25 PM
AT CAMPANILE HOTEL, FINNIESTON STREET, GLASGOW.**

MINUTE OF MEETING

1. CHAIR:

Walter Semple was in the chair.

2. NOTICE OF MEETING.

It became evident that the arrangements for distribution of the notice of the meeting had been unsatisfactory. Many of those present had not received some or all of the documents which Walter Semple had sent to the Factors for distribution. Walter Semple apologised and undertook to make a thorough investigation into what had happened so that a recurrence could be prevented.

3. ATTENDANCE:

16 flats were represented in person and 5 by proxy, making a quorum. The individuals are shown in the annexed Note of Attendance. Alex McDivitt of City Factoring Limited also attended.

4. MINUTE

The Minute of the previous meeting on 24th February 2014 was approved.

5. OWNERS ASSOCIATION:

The chairman encouraged any owners who had not already joined the Owners Association to do so. This would give them access to the Association website. There was no additional fee. It was necessary for there to be an active Association to work with the factors in the interests of the good management of the Development.

6. FACTORS REPORT:

Alex McDivitt Gave a report of activities in 2014. They included:

- 1) Work on the lighting. Large savings had been made as a result of conversion to LED technology. This work was continuing on the basis that the increased brightness now available would reduce the number of light fittings required. This review was being carried out on a block by block basis. Also work had been done to reduce the rates paid to the electricity supplier.
- 2) Chubb had been engaged to investigate and report on the door entry systems. Their report had not yet been received.
- 3) The carpets had been replaced and paid for. Work was continuing on what methods were required to make sure that they were properly maintained.
- 4) He referred to parking problems. He made it clear that the factors had no powers in relation to parking, but they were willing to help where they could. This could be assisted by the provision of

information to them. Michael will keep a loose leaf register of information given to him by owners about which cars should be in a space belonging to an owner who provides information to Michael.

5) There was little experience of antisocial behaviour. in our development. The factors had no power in relation to this but sometimes might help if information were given to them.

6) He referred to his concern regarding the poor condition of some of the terraces on the ground floor at the river frontage. He was willing to contact the owners concerned with a view to asking them to maintain their properties in a satisfactory condition.

Window cleaning

A question was asked about window cleaning where the owner was unable to obtain access to the outside of the windows. The window cleaners had not cleaned these windows properly which resulted in a build-up of dirt at the edges. Alex said that he would attend to this. It was agreed that the objective should be to clean the windows quarterly.

Damage to the roof at the garage shed south pitch.

A question was asked about storm damage to a panel at the west end of the south pitch of the large garage shed. There were also fittings inside the roof that had become detached and were hanging down in what appeared to be a dangerous way. Alex said that he was aware of the problem but that it had been overtaken by dealing with other roof damage issues caused by the January storm. He would instruct the necessary action straightaway.

Water Ingress at Stair 71.

A report was made of water ingress at stair 71 which had not been resolved. Alex noted this for attention.

7. ROOF REPAIRS

The January storms had resulted in damage to the main roof and water ingress to 10 flats. Emergency repairs had been carried out by the building contractor. He had reported that extensive moss cleaning works were required and had produced a proposal and quotation amounting to approximately £29,000. At this stage the Factors decided that it was necessary to obtain professional advice on the roof. They employed Stewart Hamilton the surveyor who had worked with Hacking & Paterson on the building. He had carried out preliminary work and his report was awaited. Access to the roof was difficult and expensive as it needed a large cherry picker working from the river walkway. To avoid this, it was necessary to install anchor points in the roof. Insurance claims had been made and it was hoped that some of the remedial works would be treated as caused by storm damage and recoverable under the buildings insurance policy. This work was in hand. The ultimate cost of this work would of course have an important effect on the costs of maintaining the development.

8. FLOOD PREVENTION

Jim Lambert reported on the work which was being done in relation to flood protection. As part of the improvement work prior to the Commonwealth Games the City had constructed a flood wall which extended from the Kingston Bridge to the Clyde Arc with the exception of our development. The

result was that our development was not protected and that the flood prevention works of the City would have no effect in preventing water ingress to Lancefield Quay. The city had originally intended to install measures to deal with this problem. The latest position was that they intended to use a large inflatable rubber tube along the length of the development to be installed when there was a known flood risk. Jim Lambert and Walter Semple had met a flood protection officer working for an independent flood protection agency employed by the Scottish Government. He had agreed that the rubber tube proposal was unsatisfactory for a number of reasons, not least the difficulty of deploying it at short notice. He had recommended a system which involved the installation of metal panels in pre-installed metal slots in the places where water might penetrate. This was likely to be a cheaper and more effective solution. Jim Lambert had asked for a further meeting with Philip Braat, the local councillor, to explain the problem to him so that action could be taken by the City. The objective was to get the City Council to pay for these measures. Jim Lambert said that he recognised that the flood risk was low. However if there was a flood the potential consequences could be very damaging financially. This could include a substantial rerating for insurance purposes. A further report would be made when further information was available. Jim Lambert had also discussed with the flood prevention officer the possibility of having available a supply of sandbags. The flood prevention officer did not recommend the use of sandbags but did recommend the use of bags filled with special chemicals designed for water resistance. These bags were light and easy to carry and put in place. When floodwater impacted them they swelled and created a much better barrier than sandbags. They could only be used once. The indications were that it would cost about £1500 to buy a sufficient number of these chemical flood barrier bags to create a watertight barrier to the level of the top of the stone filled flower beds at the in-goes on the river frontage. A decision on whether or not to buy these should be considered once the position of the city council had become clear.

9. FINANCES AND £300 LEVY

The Association committee had produced a budget for 2015. Allowing for a provision of £30,000 for repairs to the main roof this produced a deficit of £7800. At this stage it was not possible to forecast the amount of the expenditure needed to repair the main roof after recovery of insurance claims. £30,000 was thought to be a prudent provision in light of the estimate received from the building contractor. It was also necessary to provide funding for the replacement of the south pitch of the Main roof which was in poor condition and deteriorating. The committee recommended that an extra levy designated for roof repairs be charged to all owners of £300 payable on 30 June 2015. After discussion this proposal was approved unanimously. Alex McDivitt said that if this was causing difficulty for any owner, he would be pleased to have an approach from them with a view to arranging a payment plan or similar arrangement for making the financial burden easier to deal with.

10. INCREASE IN FLOAT

The chairman explained the benefits of the monthly payments of service charge which the factors had introduced. A small number of owners had not adopted this system and it was sometimes with these

owners where arrears problems arose. Where there were arrears there was an unfair impact on all those owners who paid on time. The factors and committee therefore proposed that the float provided for in the title deeds should be increased from £200 to one half of the annual estimated service charge. At present this would amount to £990. No float would be demanded from owners who paid monthly. The following resolution was passed unanimously:

- 1) The amount of the annual service charge will continue to be fixed by the factors in consultation with the committee of the 71-87 Lancefield Quay Owners Association.
- 2) Owners who wish to pay by quarterly instalments in terms of the Deed of Conditions will be required to pay the float.
- 3) Owners who exercise the option to pay monthly and do so will not be required to pay the float.
- 4) The float payable in terms of the Deed of Conditions shall be increased from £200 to a sum equivalent to one half of the annual service charge.
- 5) Subject to the following conditions, all owners have the option to pay the service charge by monthly instalments by bankers standing order of an amount equivalent to one twelfth of the annual service charge payable in advance.
 - 6) The conditions are the following:
 - a) the due date for each monthly instalment will be the first day of each month
 - b) each monthly instalment must be paid within 28 days of the due date
 - c) if any monthly instalment remains unpaid for 28 days or more, in the discretion of the factor, the option to pay by monthly instalments will be withdrawn and the factor will give written notice to the owner in arrear demanding payment of the sum due and unpaid and intimating that the option to pay monthly has been withdrawn, and also that the owner in arrear will be required to pay by quarterly instalments in terms of the title deeds.
 - d) the float will become due and payable by the owner in arrear on the date of the written notice by the factor to the owner in arrear that the option to pay by monthly instalments has been withdrawn.
- 7) Interest as allowed for in the Deed of Conditions will be added commencing 21 days after the date of posting of or delivery of the demand for payment by the factor until payment.

There being no further business the Chairman declared the meeting closed.

NOTE OF ATTENDANCE

ATTENDANCE IN PERSON

1. 71/2: Matt Sweeney and Jane Moultrie
2. 71/8 Jon Kotlewski

3. 73/1 Helen Johnston
4. 73/7: Jim Duncan
5. 77/6: Ewan MacDonald
6. 77/7 Helen Buckle
7. 79/5: Catherine Souter
8. 79/6: David Stevenson
9. 79/12 Lena Semple
10. 83/2: Jim Lambert
11. 83/6: Sheena Anderson
12. 85/2: Chris Brannan
13. 85/8: John Grant
14. 87/1: Barry Hope
15. 87/8: John Cowan
16. 87/10: Susannah Laing

ATTENDANCE BY PROXY

17. 79/7 Joanne Hemmings per Walter Semple
18. 79/10 David Walker per Walter Semple
19. 81/9: Kenneth Wilson per Walter Semple
20. 87/2 Kay Livingston per John Livingston
21. 87/9 David Walker per Walter Semple

OTHERS

22. No flat number given : Louise Clements