



# Eastington Community Land Trust Ltd. (ECLT)

## Thirty First Meeting of Board Members

Thursday 17<sup>th</sup> May 2018

at 7.00 pm in Village Hall

### MINUTES

**1. Attendance** Muriel Bullock (vice chair) (MB) (acting chair), Lynne Farnden (Treasurer) (LF), Tom Low (Secretary) (TL), Alan Brasier (AB), Sharon Wells (SW), Martin Elliot (ME), Alison Loveridge (AL), Karl Hine, Aster (KH), Ann Pitcher, Ed Davies

**Apologies:** Tom Morrison (chair) (TM), Paul Mannings (PM), Cllr John Jones (JJ), Cllr Mark Chatterley (MC).

**Declarations of Interest:** there were none

**Questions to the Board:** there were none

**2. Approval of Minutes of Board Meeting of 3<sup>rd</sup> May**

The minutes were amended for an error at minute 6.2 and then were unanimously approved and signed by MB, chair of that meeting.

**3. Financial and Administration Report**

**3.1 Approval of invoices:** There were none

**3.2 Progress on SDC Grant enhancement**

The SDC solicitor had now sealed and signed the Deed of Variation, a copy of which was now with TL. He then explained that ECLT was now able to call down 50% of the planning fee. After allowing an adjustment for the £1080 invoice from Hydrock which had been settled out of Locality grant in March, LF had raised an invoice on SDC for £4,293. This had been accepted and passed for payment. LF reported that the earlier application for £2,208 was now due and so she would be chasing that through the SDC accounts system (*secy note: received 21/5*)

**4. Lettings and S106 – preparation for Lettings Conference on 4<sup>th</sup> June**

It was agreed that ECLT's objective was to avoid tenants being moved out of the parish due to under-occupancy. AL had organised a date for the Lettings Conference as 4<sup>th</sup> June, 11.30 in the King's Head conference room, with Lis Janaway of Aster Communities.

TL summarised information from Aster's Tenancy Policy and policies from other local Housing Associations (2 received and 2 being delivered).

TM had proposed that, if ECLT were to rely on any aspect of Aster's Tenancy Policy, that it be included as an appendix to the 125-year Lease. Any proposed future change to be subject to ECLT's permission, such permission not to be unreasonably withheld. KH had approached the Director of Housing to check if this was acceptable and would report prior to the Lettings Conference.

Signed by MB, Vice Chair.....7<sup>th</sup> June 2018

## ACTION KH

TL had extracted para 3.7 of Aster's Policy which appeared to indicate that no review of tenancy would take place unless a home were under-occupied by "more than one" bedroom. With 1 and 2 bed houses, mathematically, that can never occur. AL and SW asked that this be confirmed by Lis Janaway at the Lettings Conference.

It was agreed that tenants under-occupying any of the 3-bed houses (i.e. having 2 spare bedrooms) should be subject to a review but only if they could be re-housed within the parish. This should be covered by paras 3.10 to 3.12 which speak about maintaining community cohesion. AL pointed out that "suitable alternative accommodation" had in the past been taken to include private rented flats or houses in adjacent parishes. It was agreed to raise this at the Lettings Conference and to consider "tightening" para 3.10 to specify "affordable rented" and "within the parish".

AL and SW re-iterated their preference that all tenants, after a short probation, be offered lifetime assured tenancies. AL quoted Knightstone as offering this (*secy note: Cottsway now confirmed likewise*). KH had indicated that Lis Janaway expected at least all tenants with pre-2012 lifetime tenancies to be able to keep that status with Aster. This would have to be confirmed because TL did not believe this was explicit anywhere in the Aster Tenancy Policy.

TL to produce an agenda and working notes for the Lettings Conference (based on this Minute) which would be chaired by MB and minuted by TL within 24 hours (bearing in mind the ECLT Board meeting 72 hours later).

## ACTION TL

### 5. Report on Technical Conferences

AB felt that both meetings had been purposeful and MB commented on Aster's site manager Chris Bates being well tuned in to the project. LF observed that all technical partners showed a willingness to progress quickly. KH and TL commented further on easements (see 6.2 below)

### 6. Progress on Legal Matters

#### 6.1 Conditional Contract and 125-year Lease

KH reported that Red Kite did not see any major obstacles but were consulting the vendor's accountant before reverting. Aster's solicitors had drafted the TP1 land transfer document which TL asked to be passed to both BPE and TM in parallel.

## ACTION: KH

#### 6.2 Easements

KH confirmed to TL that Aster's solicitors were confident that the storm water drainage access to the vendor's ditch and culvert would be achieved by including a right to drainage in perpetuity, within the Contract and lease. TL asked to see that drafted as soon as Red Kite had reverted.

## ACTION: KH

Signed by MB, Vice Chair.....7<sup>th</sup> June 2018

KH was still in conversation with Highways England (HE), where a key officer was on leave. He had in the meantime pursued some intelligence on the workings of a Section 8 agreement, which was little known by many professional engineers.

**ACTION: KH**

### **6.3 Letters of Reliance**

As part of the hand-over of responsibility from ECLT to Aster, as the build phase approaches, KH has been seeking Letters of Reliance from each of ECLT's consultants. Most have been tidied up, albeit with some modifications. A sticking point lay in Dr Colin Studholme's Ecology Study which was carried out pro-bono. This will be perfectly acceptable to SDC planning, given Dr Studholme's pre-eminence in this field. However, Aster and EG Carter require that this study has a Letter of Reliance which includes an indemnity scope of £10 million, which the now-retired Dr Studholme clearly cannot provide.

TL has opened up a route back into Glos Wildlife Trust (for whom Dr Studholme was a director for 25 years). Their consultancy arm, Wildservices, can undertake a review sufficient to sign off the Letter of Reliance for a fee between £450 and £700.

Since KH was not under time pressure to secure this letter until start-on-site, it was agreed to postpone a decision until June 7<sup>th</sup> meeting when (a) Wildservices would have provided a written, more accurate quote (b) ECLT's cash flow would have been enhanced by payments from SDC.

**ACTION TL**

### **7. Discussion of date for Planning Application**

MB summarised the meeting's various topics by saying that application still depended on the reactions of Red Kite and the progress with the highways Section 8 and easement. KH confirmed that there was a key Investment Panel meeting on June 27<sup>th</sup> which was his internal target for approval to sign all contracts (landowner, ECLT and builders). It was his hope that ECLT would feel able to apply for planning before that date, assuming Red Kite and Highways England were compliant. It was agreed that TL would produce a high-level project plan which showed the main tasks to be completed for application, contract and start-on-site, including the critical path.

**ACTION TL**

Signed by MB, Vice Chair.....7<sup>th</sup> June 2018

**8. Date of next meeting**

The next meeting was agreed as 7<sup>th</sup> June at 7.00 pm in the Village Hall.

**MEETING CLOSED at 7.58 pm**

**Tom Low, Secretary**

**May 2018**

**CIRCULATION**

**Board of Trustees**

**Webmaster:** Ed Davies

**General Members attending**

**Aster Group** Karl Hine (KH)

**Parish Council** Cllr Mark Chatterley

**GLOSSARY**

FCA Financial Conduct Authority, our regulator

GCC Gloucestershire County Council

GRCC Gloucestershire Rural Community Council, an advisory body

PRoW Public Right of Way, of which route EEA 48 passes along inside ECLT's eastern boundary

SDC Stroud District Council

S 106 Section 106 Legal Agreement pursuant to Planning Permission, including Local Connection

Red Kite Solicitors to the Vendor

Signed by MB, Vice Chair.....7<sup>th</sup> June 2018