

# Crystal Palace Community Land Trust (CPCLT)

## Minutes of Board meeting held on 13 January 2024 via Zoom

**Present:** Chris Axon (Chair), Janet Cooke, Bernard Humphrey-Gaskin, Rob Shaw, Rory Underwood (Treasurer) until Minute XXX

**Apologies:** Lola Barrett, Tom Chance (Secretary), Vishal Shah

### 1. Matters arising from the meeting held 11 November 2023 not on the agenda:

**a. Allocations Policy** - JC still needed to circulate this externally for comments. **JC**

**b. Planning Application** - The intrusive geo-technical survey had been completed and the results were encouraging. CS to be asked to forward to CA/RS so they can confirm to the Board that this key risk (extent of soil contamination) had been addressed. **JC**

**c. Future Meeting Dates** - All present were reminded to note these dates, it was intended that every other meeting would be face to face. **All**

### 2. Finance

RU shared the latest version of the CLT's current and forecast cash position and went through each element in detail:

- In the current funding tranche, once all commitments were taken into account there was a cash balance of £2,587 (including a contingency of £2,500).
- Milestone evidence required to draw-down tranche 2 (£25,000) is the signed AfL.
- Based on the latest view of service commitments, GLA funding overall is sufficient through to development.
- Any VAT we might recover is not allowed for and would further improve our cash position.

He pointed out that, although the cost of tax consultancy was included as a commitment, he intended to delay commissioning this until we were able to draw-down the outstanding tranche 2 funding in order to maintain a larger working cash balance. Delaying for a few more weeks would not adversely affect the amount we might be able to reclaim. The quotation he had received for this work included a preliminary consultation with two partners. RU would arrange for this and either RS or CA would join the meeting. **RU**

RU explained that the recent confusion about our cash position had arisen because suppliers who had worked with us for a long time continued to bill different Board members. He, VS and Cheryl Scott (Development Manager) had now carried out a detailed review of all payments made and outstanding. All suppliers had been asked to copy RU, VS and CS into any invoices they submitted. If any other Board members received an invoice they should pass it on rather than assume they had received it for information only regardless of who the supplier was. Any members not present at the

meeting were invited to contact him if they had any other queries or concerns relating to the budget.

**All/LB,TC,VS**

Along with CS and Colin Archer (Community Led Housing), RU had attended a preliminary meeting with Big Issue Finance to discuss the possibility of them lending CPCLT the funds to develop The Lawns site. Big Issue had agreed to send a list of what information they would need from us to support a loan application. This had not yet arrived but CS had sent through a sample list of documents likely to be required (*minute 5 below refers*).

### **3. Agreement for Lease (AfL)**

JC confirmed that our solicitor (Dominic Curran at Anthony Collins) had sent through the final draft of the AfL with accompanying documents as part of the Report on Title just before the Christmas break. She had informally reviewed the AfL, Lease and related correspondence. RS had subsequently reviewed the sections relating to planning (onerous conditions). JC had copied her comments to all Board members, they had then been discussed at The Lawns Project Committee held on 9 January 2024.

There was one major area of concern which should be addressed before the Board could sign the AfL. The site plan attached to the documents did not include the part of the site currently used as a turning circle for traffic although the plan submitted to for planning permission would put parking spaces into part of this area and relocate a larger turning circle further along the site. It was noted that the documents circulated to potential bidders to develop the site in April 2019 did not omit the turning circle from the site plan. CS was arranging a meeting with our solicitor to discuss the AfL, JC would join the meeting and would request that this earlier plan be attached to the AfL. **JC**

The other possibility would be to get confirmation that we could agree with the Highways Authority to carry out work on their land by way of a S278 Agreement but the better option would be for the plan to cover the whole site as shown originally.

Once this point had been addressed it was agreed that, unless the solicitor advised otherwise, the AfL should be signed. CA and RS would sign for the Board, if RS unavailable RU would sign.

### **4. Risk Register**

The Board carried out a detailed review of the risk register and made changes to the risk severity scores shown below. Assessment of the other risks remained the same.

1. *Site constraints* - Considerably reduced now intrusive geotechnical survey done. Change score from 20 to 10.
6. *Planning* - Reduced after design amended to reflect planning officer feedback combined with low number of public objections. Change score from 16 to 12.
7. *Funding* - Risk reduced as sufficient grant received to progress project through initial stages. Change score from 15 to 8.
8. *Client leadership* - Risk reduced as have maintained relationship with Croydon despite

the challenges. Change score from 15 to 8.

9. *Funding income* - Slight reduction but need to develop sales strategy based on local factors. The more affordable the properties the lower the risk of weak sales performance. Change score from 15 to 14.
10. *Resident involvement* - Risk reduced as residents have been involved through community engagement events and via resident design group. Change score from 12 to 5.
14. *Client leadership* - Risk of local resistance to scheme due to Brick by Brick's original involvement is no longer a risk as they have not been involved, organisation wound up. Risk closed.
19. *Client leadership* - Risk of perception of poor governance increased due to recent confusion over the payment of an invoice. All involved reminded of arrangements for paying invoices. Change score from 10 to 15.

It was agreed that BHG would now assume responsibility for Risk No 17 - electronic data storage and compliance with the requirements of GDPR. **BHG**

## **5. Documents required for capital loan**

There was a brief discussion of the documents likely to be required by The Big Issue or other potential funder. It was agreed that the best way forward would be to establish a small working group to compile these in due course but a useful first step would be to review the information previously provided in our original bid as well as that drawn together in the first draft of an overall business plan for CPCLT. Progress in producing the business plan had halted when The Lawns project had seemed to reach an impasse. **All**

## **6. Procurement**

After a brief discussion it was agreed to have a separate meeting to consider this in detail with advice from our professional team. **CA**

It was noted that, if we did use a Design and Build contract we would have to think through very carefully what we wanted to be specified in the contract, particularly in respect of resident choice and involvement toward the end of the construction.

## **7. AGM**

The date of this had been changed to 13 March to allow time to plan for an event that would be of interest to existing and potential members. Now that The Lawns had reached a new stage CPCLT needed to engage more people in working groups for different aspects of the scheme such as allocations and the community garden. Help would be needed in pursuing opportunities to develop other housing schemes. It was hoped some people would apply to join the Board.

A separate meeting would be held on 24 January to discuss this.

## **8. Upcoming meetings**

It was noted that CA and JC would be meeting with Jason Perry, Elected Mayor of Croydon, on 14 February to update him regarding progress on The Lawns.

The Bromley Co-operative Party had asked someone to speak to them about the work of CPCLT. CA and BHG had arranged to do this on 23 January.

## **9. Any other business**

There was none.

*JC 29.1.24*