

Runnymede Borough Council

SPECIAL ECONOMIC DEVELOPMENT COMMITTEE

26 May 2010 at 7.30pm

Members of the Committee present: Councillors P I Roberts (Chairman), D A Cotty (Vice-Chairman), A Alderson, H A Butterfield, J R Furey, Mrs L M Gillham, R N Jones, L C Pouyanne, and G B Woodger,

Members of the Committee absent: Councillor Mrs Y P Lay

Councillor Mrs M Roberts also attended

FIRE PRECAUTIONS

The Chairman read out the Fire Precautions.

MINUTES

The Minutes of the meeting of the Committee held on 25 March 2010 were confirmed and signed as a correct record.

NOTIFICATION OF CHANGES TO MEMBERSHIP

The Group mentioned below had notified the Chief Executive of its wish that the changes listed below be made to the membership of the Committee. The changes were for a fixed period ending on the day after the meeting and, thereafter, the Councillors removed would be reappointed.

Group Requiring Change	Remove from Membership	Appoint Instead
Conservative	Councillor D R Hamilton	Councillor J R Furey
Conservative	Councillor N Stewert	Councillor Mrs L M Gillham
Conservative	S M Mackay	Councillor G B Woodger

The Chief Executive had given effect to this wish in accordance with Section 16(2) of the Local Government and Housing Act 1989.

BOURNE AND MEMORIAL GARDENS CAR PARKS : VIRGINIA WATER

By resolution of the Committee, the press and public were excluded from the meeting during the consideration of this matter under Section 100A(4) of the Local Government Act 1972 on the grounds that the discussion would be likely to involve the disclosure of exempt information of the description specified in paragraph 3 of Schedule 12A to Part 1 of the Act.

The Committee had received an extensive Officers' report on the history of the proposals for the sale of these sites and the options for the way forward. The Virginia Water Development Company had seen the background section of the report and had offered written comments which were appended. The Company had also sought an opportunity to speak to the Committee in person, and at the Chairman's invitation Mr Steven Costello and Mr James Byrne, representing the Company, addressed the Committee on the history of recent negotiations with Officers, their willingness to proceed with the project, safeguards available to the Council, and the prospects for progress. After their address the representatives then responded to several questions from Members of the Committee. At the close of questions Mr Costello and Mr Byrne withdrew from the meeting. Members then considered the way forward to be taken in this matter.

Project History

In the **mid 1990s** the Council had received proposals from a Developer and from Railtrack (as it was then called) for a joint scheme involving the Bourne Car Park and land at Virginia Water Station. The form of development was not at that time identified in any detail. A draft Planning Brief for the Bourne Car Park and adjoining railway land was produced for consultation **in early 2001**. That Brief

suggested high density residential development together with the possibility of a retail food store or office use. These proposals had attracted a large number of objections which centred, largely, around an assumed loss of parking provision. Other objectors raised different issues whilst a minority of objectors were opposed, *per se*, to any development in Virginia Water. The Planning Brief, therefore, had remained in draft form and was not proceeded with.

In **late 2004**, the current proposals had been initiated when the Council received an approach from a Developer who wished to work-up a scheme for a comprehensive development of both Council and Network Rail lands. Officers were accordingly authorised to pursue the proposals and report back.

In **January 2006**, the Committee noted that the Developers had now proposed a mixed-use scheme comprising a supermarket and residential development together with an appropriate level of parking for commuters, residents and visitors. There would also be new accessible station facilities together with improvements to infrastructure and the street scene.

Officers had informally agreed a period for the developers to work up the scheme during which no negotiations would be opened with anyone else. Members were advised that Network Rail had entered into a similar understanding with the Developer. The Committee authorised Officers to agree Heads of Terms for a comprehensive development involving the use of the Council's land and Network Rail land, and instructed that detailed proposals be brought back for consideration. The Developers had then duly formed a special purpose company (Virginia Water Development Company - 'VWDC') to carry the proposals forward.

Following discussions with the prospective developers, non-contractual Heads of Terms were exchanged on **1 March 2006**. These did not bind the Council to proceed with any proposals or to dispose of its land but they did provide a structure for doing so. They further provided that the Council would not negotiate or agree terms with any other party for the sale of its land until it was clear whether or not there were viable proposals. If no development agreement was entered into by **31 March 2008**, the Council would then be able to withdraw with immediate effect.

During the period following signature of the Heads of Terms, VWDC had met with senior and local Councillors on a number of occasions to discuss the potential content and design of a scheme. VWDC had also discussed the scheme and possible options with local landowners and stakeholders. A market-testing exercise for the food market element was conducted in **May 2006**. Four national operators put forward bids and the operator considered to have offered the best deal was selected.

During **2007**, however, it became apparent that whilst contacts at Network Rail were very supportive of the scheme concept, Network Rail, itself, was not committed to a firm agreement with VWDC.

In **September 2007**, the Council was informed that the owners of Hannover House had agreed to co-operate with VWDC and the Council in order to plan and develop an integrated, high quality mixed-use scheme on the land adjacent to Hannover House and on that site itself.

In **March 2008** it was reported that the parties had provisionally agreed the principles of the development layout and sharing of the capital receipt. This was on the basis of a guaranteed minimum return and a formula based on the profitability of the development. At that stage, the scheme was envisaged to include a new railway station, a high quality food market, a hotel, improvements to the Memorial Gardens, and a number of town houses with retail and residential car parking. VWDC was due to start pre-application consultation, including discussions with members of the public, local retailers, and other stakeholders in **May 2008**. Network Rail were also intending to consult with passenger groups and service providers. The Economic Development Committee had therefore approved an extension of the Heads of Terms for a further 12 months, in order to give VWDC a measure of certainty to undertake the consultation and submit a planning application. The Committee also authorised entry into new non-contractual Heads of Terms with Network Rail for a similar period, and the negotiation of terms for a full Development Agreement with both other parties, subject to a satisfactory form of comprehensive development being agreed and the terms being brought back for consideration.

In **March 2009**, it was reported that Network Rail, whilst maintaining dialogue, had been slow to approve a way forward and were also seeking a very substantial amount of the entire development value. These factors had prompted Officers and VWDC to consider a two phase agreement, using primarily the Council's own landholdings as the first phase. This would comprise extra care housing for the elderly (including a medical centre) on the Bourne Car Park, a new food store and shoppers' parking on the Memorial Gardens Car Park, and a re-profiling and extension of the Memorial

Gardens to cover the roof of the food store. The War Memorial would be retained and its setting, if possible, enhanced. The Committee noted VWDC's anxiety to conclude terms for a Development Agreement but was aware of the concern of Members to assess the physical merits of the scheme and its impact on the locality, given the long term effects on the character of Virginia Water. Accordingly, it was agreed that VWDC must first undertake local consultation on the proposals to assess the acceptability of the scheme, to a timescale agreed with the Council. A further report would then be submitted.

The Committee received the results of the consultation at a Special Meeting held in **August 2009**. The consultation had included an exhibition at '*Carnival Capers*' on 27 June (with 539 people attending the exhibition), and meetings specially arranged by VWDC with a range of local stakeholders and interests, including local businesses, residents organisations, and all known local groups. Two further meetings had been arranged in **July 2009** at the specific request of particular groups. In addition, an exhibition had been mounted at the British Legion Hall over a period of 3 days, and quarter-page advertisements had been taken out in the *Staines and Egham News* and in the '*Villager*'. The feedback by way of surveys, comment cards, and VWDC's summary of discussions, agreed with the groups involved, whilst not free from reservation, had been reasonably supportive of the proposals with a relatively even split of opinion for and against the food store and the extra care housing. The Committee considered that the consultation exercise was valuable and wished to invite VWDC to submit a planning application to test the technical viability of the scheme. It was noted, however, that the terms of the proposed Development Agreement needed some further work and a further report would be made.

The proposals for a Development Agreement, as provisionally settled with VWDC, were reported to the Committee in **November 2009**. The Committee noted that the financial arrangements had changed from those discussed in 2008 and earlier, with the basis of the deal now being a 50% share in profit, without a guaranteed minimum beyond being satisfied that a test of viability would be met. This was seen as the best way of freeing up the transaction and unlocking the freedom to exploit the benefits of development. The Committee also confirmed other conditions provisionally settled with VWDC, including a clearly defined timetable and the inclusion of the proposed funder as a party in order to strengthen certainty and reduce risk. Officers were authorised to enter into binding documentation with the company and their funders for the disposal of the two car parks.

It subsequently became apparent that the funding arrangements were not settled and that there was no funder who could sign the Development Agreement. VWDC were able to present letters expressing interest by funders but the terms currently available were such that the profit return on the development would be significantly compromised, even if the viability threshold test were passed. VWDC were, however, confident that once a Development Agreement had been signed and a planning permission achieved, the funding terms available would improve significantly.

Officers and VWDC had then discussed ways in which it might be possible to give both parties the necessary assurance to proceed to formal contracts and for VWDC to seek planning permission. However Council concerns over the level of confidence it was possible to have in the outcome of the proposed transaction remained.

Assessment of the Current Situation

Members noted the points made by VWDC in their address to the Committee and it was acknowledged that VWDC were extremely keen to (i) move to a firm development agreement, (ii) resume local consultation, (iii) submit a planning application. VWDC were confident that a signed agreement with planning permission (assuming this was granted) would enable them to negotiate better funding terms and better terms for onward disposal to the prospective occupiers. However, because VWDC was unwilling to incur the considerable expense of securing a planning permission without a legal agreement in place, the Council was unable to test the Developer's optimism as regards funding and disposal terms unless it was willing to commit itself to proceed. Members reviewed in detail the course of discussions with the Council and their parties to date. The Committee noted VWDC's indication that since entering negotiations with the Council in 2005, the company had expended a substantial sum on professional advice, technical investigation, drafting of proposals, and local consultation.

Options for the Way Ahead

The discussion during the meeting reflected that the Council was now faced with a decision of major significance to the future of Virginia Water, to the Council's financial strategy, and to the relationship

with VWDC which had been pursued for some five years. There were still unpredictable elements in the equation including the speed of the national economic recovery, the nature of the property and contracting markets over the next two to three years particularly with the change of Government following the May 2010 General Election, the quality of any further development proposals that might emerge, and the response of local residents and businesses. With this in mind Members agreed that a decision must now be made if these landholdings were to play a role in the medium term financial strategy as well as using this positive opportunity to enhance the local economy and facilities in Virginia Water.

The Committee then considered options for the future at length, including the possibility of continuing negotiations for an agreement for sale of its landholdings to VWDC.

Members remained concerned with four fundamental points in moving to a sale to VWDC; (i) that the funding arrangements were still not settled and the eventual source and terms of funding remained to be verified; (ii) the need to substantially better the terms on offer from prospective tenants for the target returns to be achieved; (iii) the fact that as a special purpose vehicle, VWDC had no track record or substantial resources of its own to reassure funders in the current very difficult development market; (iv) the lack of assurance as to how much further time would need to elapse before the Council could know whether there was a viable development on acceptable terms.

After considerable discussion, Members concluded that they wished Officers to seek to progress one or both of the following options;

- (i) competition to appoint a managing agent to secure the construction and disposal of a defined development on the Council's land, following further appropriate local consultation.
- (ii) the invitation of bids for the Council's land, for development to a scheme settled by the purchaser, following whatever process the Council prescribed which might include the taking of local opinion.

The Committee considered the timescales, risks, and legal considerations associated with all the options, and also considered the prospects of securing the enhancement of the station and its surroundings.

RESOLVED that -

the Chief Executive be authorised to terminate the exclusivity period with VWDC and to proceed on the basis of one or both of the options (i) and (ii) described above in a manner agreed with the Chairman.

Chairman

(The meeting ended at 9-40 pm)