

**Report for:  
ACTION/INFORMATION**

**Item Number:**

<b>Contains Confidential or Exempt Information</b>	<b>YES (Part)</b> (Appendices 1, 2 and 3 are exempt from publication pursuant to para 10.4 (3) of the Access to Information Procedure Rules)
<b>Title</b>	Southall, The Green – appointment of a development partner
<b>Responsible Officer(s)</b>	Tony Clements – Executive Director, Regeneration and Housing; Keith Townsend – Executive Director, Environment and Customer Services
<b>Author(s)</b>	Eleanor Young – Regeneration Adviser
<b>Portfolio(s)</b>	Cllr Julian Bell – Regeneration & Transport; Cllr Peter Mason – Housing, Planning & Transformation
<b>For Consideration By</b>	Cabinet
<b>Date to be Considered</b>	10 July 2018
<b>Implementation Date if Not Called In</b>	23 July 2018
<b>Affected Wards</b>	Southall The Green
<b>Keywords/Index</b>	Southall Big Plan, Regeneration, The Green Redevelopment, use of CPO powers

**Purpose of Report:**

The purpose of this report is to recommend a preferred development partner for the Council in relation to the redevelopment of the Green, Southall and to delegate responsibility for the implementation of that project to the Executive Director for Regeneration & Housing, following consultation with the Executive Director for Environment & Customer Services, including entering into contract with the preferred development partner and carrying out land assembly (by Compulsory Purchase Order if necessary).

**1. Recommendations**

That Cabinet:

- Approves the recommendations contained in this report as to the selection of the Council's preferred development partner for the redevelopment of land at The Green, Southall.
- Agrees to delegate to the Executive Director of Regeneration & Housing, following consultation with the Executive Director of Environment & Customer Services and the Lead Members for Regeneration & Transport and Housing,

Planning & Transformation, authority to negotiate the final detailed terms of the agreements to be entered into, and the authority to agree that the Council enters into those agreements with the preferred development partner in accordance with EU procurement regulations as follows:

- Development Agreement;
  - CPO Indemnity Agreement; and
  - any necessary ancillary agreements.
- Agrees to delegate to the Executive Director of Regeneration & Housing, in consultation with the Executive Director of Corporate Resources the timing of the acceptance of capital receipts.
  - Agrees to increase the existing capital budget to £0.250m (fees) and establish an annual budget of £0.100 (monitoring fee) – both sums to be repayable from the Development Agreement.
  - Agrees to delegate to the Executive Director of Regeneration & Housing authority to amend the boundaries of the land to be acquired [whether by way of private treaty or, if necessary, by way of Compulsory Purchase Order,] (as appropriate) once the details of the final development scheme are known.
  - Agrees that preparations for the making of a Compulsory Purchase Order should continue in parallel with discussions and negotiations in relation to the acquisition of the sites within the boundary of the proposed Compulsory Purchase Order by way of private treaty, and delegate to the Executive Director of Regeneration & Housing the authority to acquire sites once a CPO Indemnity Agreement has been entered into with the preferred development partner.
  - Agrees that, if there is no material change in circumstances at the point at which the planning application for the final development scheme is ready, the Executive Director of Regeneration & Housing may authorise the making of a Compulsory Purchase Order.
  - Notes and agrees that the disposal of land at Featherstone car park shown on the attached plan at Appendix 4 forms part of the redevelopment scheme.
  - Agrees, in principle, to the appropriation of Council owned property which is intended to form part of the redevelopment including, in particular, Featherstone Terrace Car Park.
  - Agrees to delegate authority to the Executive Director of Regeneration & Housing, following consultation with the Executive Director of Environment & Customer Services to make any final decision to appropriate Council owned land as necessary.

## 2. Background

2.1 In March 2017, following a detailed report from officers, Cabinet:

- Noted the current proposals outlined in section 2.4 below for the redevelopment of sites at the Green Southall (as shown outlined in bold on Map 1 of Appendix 2).
- Agreed the proposals in principle including the disposal of Featherstone Terrace Car Park and the adjacent car park leased to the Dominion centre.
- Authorised the Executive Director of Housing and Regeneration following consultation with the Executive Director of Environment and Customer Services, the Leader and Director of Legal & Democratic Services to agree a Memorandum of Understanding with Ealing Gateway Limited and agree a joint brief for the redevelopment of the area.
- Authorised the Executive Director of Housing and Regeneration following consultation with the Executive Director of Environment and Customer Services, the Leader and Director of Legal & Democratic Services to seek a development partner to deliver the brief for the redevelopment of the area.
- Approved the £0.100m Southall the Green Development budget into the 2017/18 Regeneration and Housing Capital Programme to be funded from mainstream borrowing and recouped through future capital receipts.
- Agreed in principle that once a developer partner has been appointed and where reasonable negotiated agreements cannot be reached with affected owners and occupiers to enable the implementation of a planning consented scheme, a Compulsory Purchase Order should be made, in accordance with an agreed CPO strategy, should this be required and subject to a suitable indemnity being in place for the selected bidder.
- **Noted that a report will be brought back to Cabinet with a recommendation to select a developer for a proposed development scheme.**

2.2 This report represents the last of those recommendations set out above.

2.3 In line with the approvals granted by Cabinet outlined above, in July 2017, the Council, together with its collaboration partner, Ealing Gateway Limited, advertised in the Official Journal of the European Union accordance with EU procurement regulations to find a development partner for a scheme at The Green Southall. The procurement procedure chosen was Competitive Dialogue.

2.4 Twelve parties expressed interest at the Selection Questionnaire stage, of which the top five were selected to proceed to the Outline Solutions Stage. Following the conclusion of the Outline Solutions Stage, in December 2017, three parties proceeded to the Detailed Solutions Stage.

2.5 Detailed dialogue took place through January and February 2018 and, in March 2018, two compliant Detailed Solutions were received, which were then reviewed, evaluated and scored by the Council in accordance with the approach set out in the procurement documents. This process did not result in a clear front runner so the Dialogue process was re-opened in April 2018 and final solutions were received in late April.

2.6 Those final solutions were reviewed, evaluated and scored, which resulted in a recommendation to Cabinet for a preferred development partner. Section 3 below contains details of the scoring and a related summary.

2.7 See the following attached appendices for more detail:

- Confidential Appendix 1 – Tender Report
- Confidential Appendix 2 – Draft Development Agreement
- Confidential Appendix 3 – Financial Implications for the Council
- Appendix 4 – Plan of site.

### **3. Reason for Decision and Options Considered**

3.1 Cabinet is **recommended** to approve the appointment of Peabody Enterprises Limited (Peabody) as the Council's preferred development partner.

3.2 The Development Agreement and CPO Indemnity Agreement to be entered into between the Council and the preferred development partner will, amongst other things, provide that the Council's consultant costs incurred to-date, as well as its land assembly costs during the development period, are met.

3.3 The two final solutions reviewed, evaluated and scored are similar in terms of their quality, massing and overall net development area, but with some key differences. The scoring criteria were set out in advance of the competition in the Invitation to Participate in Dialogue. This document, and its associated clarifications, formed the only basis on which the two solutions could be judged and compared. The table below sets out the reasons why Peabody is being recommended as the preferred development partner rather than Bidder A. Overall, while the two solutions were both compliant and were similar in terms of quality (with Bidder A actually being one mark ahead at the end of the quality and legal scoring), Peabody (Bidder B) scored significantly higher on the financial assessment, leading to an overall recommendation for Peabody to be the Council's preferred development partner.

3.4 Bidding criteria are set out below (table 1) and following that is a table (table 2) setting out how the bidders scored:

**Table 1 – scoring criteria for bids**

Section	Main Criteria	Selection Criteria Weighting %	Sub Criteria	Sub-criteria Weighting %
1	Quality	60%	Design Information	15%
			Planning Deliverability	7.5%
			The Mix of Proposed Uses and Phasing	7.5%
			Temporary and Long Term Public Car Parking provision	10%
			The Affordable Housing	10%
			Project & Risk Management	7.5%
			Social Value and Community Benefits	2.5%
2	Commercial	35%	Financial Offer	20%
			Robustness of the Financial Model and Commercial Offer	7.5%
			Overage	7.5%
3	Legal	5%	Heads of Terms/Legal Documentation	5%
		<b>100%</b>		<b>100%</b>

**Table 2 - Comparison of scores between bidders**

					Bidder A		Peabody	
				Weighting	Mark	Score	Mark	Score
1	Quality	60%	Design Information	15%	5	15	4	12
			Planning Deliverability	7.5%	4	6	4	6
			The Mix of Proposed Uses and Phasing	7.5%	5	7.5	4	6
			Temporary and Long Term Public Car Parking provision	10%	4	8	4	8
			The Affordable Housing	10%	3	6	5	10
			Project & Risk Management	7.5%	5	7.5	5	7.5
			Social Value and Community Benefits	2.5%	5	2.5	4	2
2	Commercial	35%	Financial Offer	20%	3	12	5	20
			Robustness of the Financial Model and Commercial Offer	7.5%	5	7.5	3	4.5
			Overage	7.5%	4	6	5	7.5
3	Legal	5%	Heads of Terms/Legal Documentation	5%	4	4	3	3
		<b>100%</b>		<b>100%</b>		<b>82%</b>		<b>87%</b>

- 3.5 In June 2018 Cabinet approved the new priorities for Ealing Council for the coming four years following the priorities set out in the Labour Party's manifesto. These priorities will be the council's overarching strategic priorities for the four years 2018-2022 They are:
- Good, genuinely affordable homes
  - Opportunities and living incomes
  - A healthy and great place.
- 3.6 The recommended preferred development partner's solution comprises 474 residential units of which half will be affordable including 60% (145) genuinely affordable homes for rent and 40% (78) shared ownership properties. This helps to meet priority one agreed by Cabinet in June and will contribute to the administration's target of 2,500 new genuinely affordable homes for the borough.
- 3.7 In addition, the scheme proposes to deliver 19,055sqft for retail, food and drink and 29,331sqft of office space including workspace, alongside new community space, increased permeability and high quality public realm. This helps to deliver priorities two and three agreed by Cabinet in June. In particular - related to workspace - the scheme proposes c. 260 new jobs on site which will more than replace those jobs lost through the redevelopment (currently estimated c. 100 jobs on site). This will provide opportunities to enhance and support the existing town centre and revitalise opportunities for businesses. The scheme will also present a catalytic opportunity to change the quality of place including new routes through a currently disconnected site, allowing for walking opportunities for residents in the surrounding streets.
- 3.8 The scheme meets the Council's minimum requirements for 90 public car parking spaces in legacy, to replace those lost at Featherstone Terrace car park. The scheme also provides limited parking for the proposed new residential properties appropriate to its location close to Crossrail and to minimise the traffic impacts likely to be generated from the scheme.
- 3.9 The scheme would retain the shopping parade along The Green (potentially with some minor impacts) and has no impact on the Council's land at Featherstone Terrace, where the Resource Centre is based.
- 3.10 A map showing the proposed scheme boundary and likely Compulsory Purchase Order (if required) boundary is set out in Appendix 4.

#### **4. Key Implications**

- 4.1 **Land Assembly.** To date, the land assembly required to deliver this scheme has not been undertaken, although some land interests are in the Council's ownership and some third-party land interests are subject to option agreements. Those option agreements, where utilised to progress the scheme, will either be assigned to the Council or instead the Council will be nominated as the purchaser under them by the current option holder. Most local land owners have been contacted by and have been in discussions with

the Council during the past two years relating to their appetite for redevelopment. Some local owners are known to have been considering alternative schemes for their sites on either a 'stand-alone' basis or on the basis of some combination of ownerships although no formal pre-application discussions have taken place with the Council to date.

- 4.2 For this reason, it is considered that local land owners will generally support the principle of redevelopment at the Green, but may resist selling land parcels to the Council and its preferred development partner.
- 4.3 Furthermore the land position is complex, with numerous small title interests and various mutual rights over adjoining properties.
- 4.4 To avoid any ransom positions developing, and to ensure that all the various rights etc. are dealt with in the most appropriate manner, it is considered likely that ultimately compulsory powers, via a Compulsory Purchase Order, may be required. To that end, the Development Agreement includes a form of CPO Indemnity Agreement and it is likely that the formal Compulsory Purchase Order process would need to be undertaken alongside the planning application process.
- 4.5 Cabinet is therefore **recommended** to agree the necessary delegated powers set out in summary above to ensure that officers can, following consultation with lead members, take the necessary steps to proceed with the project as required.
- 4.6 **Regeneration.** Redevelopment in this location was considered in detail in the Cabinet report of March 2017 and the case for comprehensive development is strong. The policy basis for this consideration relates to Ealing's Sites Development Plan Document (December 2013) and subsequent Supplementary Planning Document for the Green (October 2017). The redevelopment now proposed at The Green will support the provision of new homes in Ealing, including new affordable homes in line with corporate priorities and also the development of new business space and job opportunities. Overall the scheme will contribute to a significant upgrade in the quality of place and the public realm, which is expected to stimulate inward investment both for existing shops and facilities and for those new facilities proposed in the redevelopment. Further, the proposal will encourage sustainable travel options for local residents in nearby streets by providing new connectivity between the Green itself and the streets off Dominion Road. As such this proposal is considered to make a significant positive contribution to regeneration in Southall.
- 4.7 **Financial.** Land receipt to Council for car park site. Additional information in Confidential Appendix 3. Information relating to risks (financial and other) are set out in section 7 below.

## 5. Financial

- 5.1 The recommendations made in this report are based on the advice provided by the Council's property and legal consultants, as well as Council officers.
- 5.2 The financial implications are set out in detail in Confidential Appendix 3. In summary, the position is that the Car Park is expected to realise a receipt to the Council.
- 5.3 To date the Council has incurred costs in promoting this scheme [£0.139m to May 2018, outturn expected to be c.£0.200 depending on final legal costs in preparing the Development Agreement] which are expected to be recouped once the development agreement is signed. This compares to a budget agreed by Cabinet in March 2017 of £0.100m, which was expected to be repaid from the land receipt. Some of these costs may be deferred to completion depending on the final out turn figure as the Development Agreement makes provision for payment of £0.150m on signature and up to £0.100m within 5 working days of the primary unconditional date of the agreement. If the agreement is not signed these costs represent a financial pressure for the Council as previously noted by Cabinet in March 2017. If the agreement is not progressed, the Council will lose up to £0.250m of fees incurred to date.
- 5.4 Any ongoing costs in monitoring the development agreement and managing the project are expected to be met by the Developer, as part of an agreed 'monitoring sum' set out in the Development Agreement (DA). This budget will cover costs of £0.100m per annum. This monitoring fee will become payable once the DA is signed and all sunk costs have been accounted for and continues until practical completion of all units in the scheme. This fee does not represent a cost risk to the Council because if the DA is not signed we will not continue to incur costs as foreseen in relation to the project.
- 5.5 Any costs associated with land assembly and CPO will be covered by the CPO indemnity agreement. The proposal is that the Council will enter into a set of agreements with the preferred bidder both to sell the car park and get an indemnity from them in respect of the cost of acquisition of all the other sites via either private treaty or a CPO. Therefore, the Council is not exposed to cost risk on further site acquisitions.
- 5.6 Lastly, in relation to parking revenue, the current position is that c. £0.110m per annum has been collected in revenue from Featherstone Terrace Car Park. It is proposed that 90 spaces be re-provided which should generally meet existing parking requirements and therefore no significant impact on revenue is expected. During the construction period the Council has requested up to 100 temporary parking spaces to be provided. If these are provided there is no license fee payable. If fewer than 100 spaces are provided on a temporary basis then the developer will pay a license fee to the Council of up to £0.100m per annum discounted by £1,000 for every temporary parking space provided, to encourage the provision of temporary



parking spaces. The final level of the license fee will be known after the planning application has been determined.

5.7 The draft Development Agreement included in Confidential Appendix 2 sets out all these requirements in more detail.

5.8 There are financial risks associated with a number of project risks as set out in section 7 below and Confidential Appendix 3.

## **6. Legal**

6.1 Browne Jacobson LLP is the external legal advisor appointed by the Council in relation to this project.

6.2 The Council has power under section 111 of the Local Government Act 1972 to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of its functions.

6.3 The Council may further rely upon the General Power of Competence provided for in Section 1 of the Localism Act 2011 to pursue the proposed development scheme and related contractual structure. The general power is a wide power which allows the Council to do anything that an individual may do (subject to public law principles), but it is subject to certain statutory limitations. Other statutory powers enable the making of a Compulsory Purchase Order.

6.4 Sections 8 and 9 of the Housing Act 1985 impose a duty on local authorities to review housing needs in their district and provides them with related powers to provide housing accommodation by building and acquiring houses or by converting other buildings into houses. These powers can include provision via third parties.

6.5 By virtue of s.120 of Local Government Act, the Council has the power to acquire land by agreement for the purposes of the benefit, improvement or development of their area.

6.6 Under section 226 (1) (a) of the Town and Country Planning Act 1990, a local authority has a general power to make a Compulsory Purchase Order for the acquisition of any land in their area in order to facilitate the carrying out of development, redevelopment or improvement in relation to the land. In exercising these powers, the Council must demonstrate that the proposed development/improvement is likely to contribute towards the promotion or improvement of the economic or social or environmental well-being of their area. When pursuing a Compulsory Purchase Order, the Council is expected to negotiate with landowners and demonstrate that there are no financial or planning impediments to development.

6.7 Under the Development Agreement to be entered into between the Council and the preferred development partner, land in the Council's ownership will be

transferred for development by the development partner. By virtue of Section 123 of the Local Government Act 1972, the Council may dispose of land held by it in any manner it wishes subject to obtaining the best consideration reasonably obtainable. Therefore, at the time of disposal, the Council must ensure that the value attributed to the land meets the Council's s.123 obligations.

- 6.8 Alternatively, Council also has the power to appropriate land under section 122 of the Local Government Act 1972 where it is no longer required for the purpose for which it is held immediately prior to its appropriation
- 6.9 Where land has been appropriated for planning purposes the Council may subsequently dispose of the land under section 233(1) of the 1990 Act to secure the best use of that land or secure the construction of buildings needed for the proper planning of the area.
- 6.10. Under section 203 of the Housing and Planning Act 2016 the Council may override easements and other third party rights (not including rights of way) when undertaking works to or using land where
- a) There is planning consent for the works or use
  - b) The land has at any time after 13 July 2016 been vested in, acquired or appropriated by the Council for planning purposes
  - c) The Council could acquire the land compulsorily
  - d) The works or use relate to the purpose for which the land was vested in or acquired or appropriated by the Council
- 6.11 The beneficiaries of any rights overridden by virtue of section 203 of the 2016 Act may, however, claim compensation (equal to the loss in value of their property caused by losing the right) but cannot seek an injunction to delay or terminate the development.
- 6.12 The Council was required to comply with The Public Contracts Regulations 2015 (PCRs) in relation to its procurement exercise to select its preferred development partner. The Council marketed the opportunity to become the delivery partner by way of a fair, open and transparent competition and undertook its competitive procurement exercise in accordance with the full requirements of the PCRs.
- 6.13 State aid legal compliance will need to be managed by the Council on an ongoing basis. All land transfers from the Council will need to be for full value so as to avoid a transaction being deemed to include the grant of state aid. Transfer at an open market value based on an independent valuation will comply with these guidelines.
- 6.14 Public law constraints will apply to the project, including the Council's fiduciary duty to act prudently with public monies entrusted to it. The Council therefore must establish (and maintain a full audit trail to support) that the project and its various components are 'intra vires' and that the decision to undertake the project is made after having given due and proper

consideration to all relevant factors (disregarding irrelevant factors) and in accordance with normal public law considerations.

6.15 The Council has taken external legal advice regarding its overall approach to the project and has been advised that the Council is acting lawfully, that the procurement process was compliant, and that the proposed legal structure is appropriate for the transaction.

## 7 Risk management

7.1 The principal risks in this project are as follow:

**a) Legal challenge** – a challenge to the decision under the Public Contracts Regulations 2015 (PCR) might be made, but the Council has taken legal advice throughout the process and the risk of a successful challenge is very low. In any event, any such challenge must be made within the time limits laid down by the PCRs, and the risk of challenge will therefore end after a period (30 days). It is always possible for third parties to make challenge under judicial review to attempt to halt progress with projects of this kind. That might relate to the planning or CPO process. This risk cannot be ruled out entirely. However, on the basis that the Council will continue to operate lawfully, the risk is low. The main financial risk of a challenge is delay. There is a risk that any challenge (successful or otherwise) that results in neither party signing the Development Agreement would mean that the Council is unable to recoup its sunk costs to date (estimated £0.200m plus any legal fees associated with challenge) at this stage.

**b) Commercial** – This development scheme will involve complex and detailed legal commitments. As such, there will be commercial risks (including of third party default). The legal agreements to be entered into will protect the Council's position as fully as possible.

**c) Delivery / Reputational** – The delivery of the scheme is complex, in part due to the land assembly situation. The appointment by the preferred Developer of a specialist CPO / land assembly adviser with a duty of care both to the Developer and the Council will help to ameliorate the risks to the Council of failing to assemble the requisite site to proceed with the scheme. The backstop of a CPO being made will also help to mitigate the risk of failure to assemble the whole site. The main financial risk associated with CPO is that the land parcels cost more than the agreed 'PCE' budget (the budget that both parties currently believe is realistic for land acquisition). The land acquisition steering group will have to manage and report as appropriate on this risk both to the Council and the Developer. There is a contingency sum included in the PCE budget to help manage this risk.

**d) Practical** – some limited ground condition surveys have been undertaken prior to the procurement process. Further surveys will be required (conditions, rights to light etc.) as is usual. There is a risk that these will throw up something unforeseen but that is usual at this stage of a project and

allowance has been made within the financial model prepared by the developer in respect of this usual development risk.

## **8. Value for Money**

8.1 The proposals in this report represent the best market offer officers were able to secure for this scheme following an open competition. As such this represents good value to the Council, making better use of a currently under-utilised asset to secure long term sustainability in Southall. This is in line with identified corporate priorities to make better use of council assets to support other priorities and help meet medium – longer term financial savings targets. The scheme when built will generate council tax and business rates revenue.

## **9. Sustainability Impact Appraisal**

9.1 The proposed solution now being recommended is in line with the agreed planning brief and policies set out in the local plan which have undergone a full sustainability appraisal. The planning application subsequently considered will be reviewed in line with the Council's adopted policies on sustainability.

## **10. Community Safety**

10.1 The existing site for the proposed development offers a poor quality urban environment with a lack of passive surveillance which encourages anti-social behaviour. The site includes locations where significant incidents of ASB and crime have previously been experienced. It is considered likely that improvements the area resulting from the proposed development will reduce the risk of crime and anti-social behaviour, in line with the agreed Southall Big Plan.

## **11. Links to the 6 Priorities for the Borough**

11.1 In addition to meeting the recently agreed priorities for the new administration as set out in detail in Section 3, the proposal meets the Council's adopted six priorities for the borough, which are to make Ealing:

- prosperous
- safer
- healthier
- cleaner
- fairer
- accessible

11.2 The scheme not only offers direct construction investment but provides new commercial space which will replace any jobs lost (estimated c. 100 FTE)

with new jobs (estimated c. 250 FTE). The environment of The Green will be upgraded which should improve safety for existing and new residents and businesses. The scheme would help to promote fairness by providing 50% affordable housing and will be designed in accordance with inclusive design principles to ensure access and fairness for all residents and visitors.

## **12. Equalities, Human Rights and Community Cohesion**

12.1 The proposals are in line with the Southall Big Plan and the Southall Opportunity Area Planning Framework, which were themselves subject to EAA. However an updated EAA is included with this report.

## **13. Staffing/Workforce and Accommodation implications:**

13.1 The project will be managed within the Council's Regeneration Team. It is likely that a combination of external consultancy support and staff time will be utilised to manage the project, the costs of which will be met through the annual monitoring fee. It is likely that specialist CPO support will be required, the cost of which will be met via the CPO indemnity agreement.

## **14. Property and Assets**

14.1 The property has been identified and agreed for disposal at Cabinet's meeting in March 2017.

## **15. Consultation**

15.1 Lead Cabinet members and ward members have been consulted about this proposal prior to report to Cabinet. Officers from the following teams have been involved in analysing and assessing the development proposals:

- Regeneration
- Planning
- Housing
- Parking
- Legal
- Finance
- Corporate Board
- External commercial advisers (Lambert Smith Hampton)
- External legal advisers (Browne Jacobson)

15.2 A number of public meetings have been held on the project with local businesses and land owners, the last of which was in June 2017. There will be another public meeting organised once the Development Agreement is signed and the preferred Developer can be introduced to local people affected by these proposals.

15.3 The SPD was subject to open public consultation and key landowners submitted responses. The planning application will undergo a full public consultation process prior to determination.

## 17. Timetable for Implementation

<b>Project stage</b>	<b>Target date</b>
Preferred Developer stage	23 July 2018
Sign Development Agreement	September 2018
Pre-application discussions – Council and Public meetings	October 2018 – Feb 2019
Submit Planning Application	April 2019
Planning approval	September 2019
Land Assembly process starts	October 2018
CPO Process concludes	March 2020
Vacant possession	April 2020
Start on Site	Summer 2020
Completion of first dwellings	December 2022
Completion of final dwellings	December 2023

## 18. Appendices

- Confidential Appendix 1 – Tender Report
- Confidential Appendix 2 – draft Development Agreement
- Confidential Appendix 3 – financial implications
- Appendix 4 – map of proposed scheme boundary

## 19. Background Information

Cabinet Report March 2017 – Southall the Green  
 EAA – Southall the Green, June 2018

## Consultation

Name of consultee	Post held	Date sent to consultee	Date response received	Comments appear in paragraph:
<b>Internal</b>				
Tony Clements	Executive Director, Regeneration and Housing	7 June	12 June	Sections 3 and 11
Keith Townsend	Executive Director, Environment and Customer Services	7 June	-	
Lucy Taylor	Director, Planning and Regeneration	7 June	-	
Jackie Adams	Head of Legal (Property and Regulatory)	7 June	14 June	Sections 1 and 6
Nish Popat	Head of Accountancy – Housing, Regen and Adults	7 June	14 June	Throughout, particularly sections 5, 7 and Confidential Appendix 3.
John Prince	Interim Finance Business Partner for Regen and Housing	7 June	25 June	Throughout, particularly sections 5, 7 and Confidential Appendix 3.
Cllr Julian Bell	Leader / Cabinet Member for Regeneration	7 June	-	
Cllr Peter Mason	Cabinet Member for housing and planning	7 June	-	
<b>External</b>				
Neil Parlett	Lambert Smith Hampton	7 June	-	
Grace Hicks	Lambert Smith Hampton	7 June	-	
Stephen Matthew	Browne Jacobson	7 June	-	
Nick Hurley	Browne Jacobson	7 June	-	

## Report History

<b>Decision type:</b>	<b>Urgency item?</b>
Key decision	No
Report no.:	Report author and contact for queries: 07765 896 758
	Eleanor Young, Strategic Regeneration Adviser