
From: Clive Arbuckle
Sent: 29 January 2013 15:06
To: Alan Coyle
Cc: Edward Foster
Subject: FW: Telford South campus Sc 75 tram Contribution - 04/02467/FUL
Attachments: Section 75 Agreement, Telford South Campus Site.pdf; S75 Concluded 6.3.2007.pdf

Alan – Further to Ian Williams’s emails below, the attached developer contribution agreements with Miller Homes relating to phase 1b contain unique repayment provisions. The relevant clause is as follows:

In the event that the Edinburgh Tram Project does not proceed on the route(s) set out in the Planning authority’s supplementary planning guidelines on Tram Developer Contributions and that the alteration(s) or amendments(s) of such route(s) would result in a reduction of contribution payable by the Proprietors in terms of the Planning Authority’s supplementary planning guidelines on Tram Developer Contributions, then the Planning Authority shall within one month of receipt of a written request for repayment of the amendment(s)/alterations(s) being confirmed by them repay to the Proprietors the amount of reduction (whether whole or in part) due to the Proprietors.

The more usual provision arrangements relating to retention of a Tram contribution so that it may be used for alternative public transport improvements serving the development may well still be applicable, as Ian has confirmed that a new bus development is planned. Miller Homes are already engaged in these discussions in connection with another of their sites in the area. Regardless, the impact on the Tram project would be the loss of the contributions, either by repayment to Miller Homes or by internal transfer to another Transport budget heading. The values of the contributions (excl. interest accrued) is as follows:

ID	Year	Date	Scheme	Planning App
422	2008	02/06/2008	Crewe Road South (Former North Campus Telford College) Edinburgh	04/02467/ful
591	2010	31/12/2010	102 Telford Road, Edinburgh	05/01007/ful

That said, this would have no effect on our current project forecast of £776m, as the impact would relate instead to the Alison Henry’s existing funding arrangements. The last tranche of the developer contributions held in the G4 account for £1.67m is due to be drawn down either at the end of this financial year or next financial year, dependent upon Alison’s overall requirements.

I therefore recommend that we confirm to Ian that the funding is available for potential repayment, based on the outcome of his discussions with Miller Homes. I’m happy to run this interpretation by Iain Strachan, but based on his previous comments (to Ailie and David Cooper) advocating caution in respect of potentially ‘at risk’ contributions, these seem fairly clear-cut.

I’ll also ask Sami to laisie with Ian Williams with a view to updating the ‘at risk’ list, with particular reference to the residual phase 1b contributions (approx. £260k in addition to the above). It would be prudent to leave this relatively small amount in the G4 account as a provision against potential repayment.

Clive

From: Ian Williams
Sent: Tuesday, January 29, 2013 12:38:15 PM
To: Clive Arbuckle
Subject: FW: Telford South campus Sc 75 tram Contribution - 04/02467/FUL
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Clive

CEC01938834_0001

Thank you for coming to see me. As promised, I have attached a copy of the specific agreements for both former telford campus sites, where tram contributions have been paid. They appear to have identical and as far as I am unique repayment provisions as far as tram payments are concerned, plus the more usual alternative provision arrangements.

I am assuming that the position of the use or otherwise of the contributions paid applies equally to both the former south and west campus sites (see my email below).

Could you kindly drop me a line to confirm the position over the use and potential repayment of these two sums.

Many thanks for your help.

Kind regards

Ian

Ian Williams
Tel' 0131 [REDACTED]
CEC Development Monitoring - Legal Agreements

From: Alan Redden
Sent: 25 January 2013 09:04
To: Ian Williams
Subject: FW: Telford South campus Sc 75 tram Contribution - 04/02467/FUL

From: Alan Redden
Sent: 24 January 2013 15:29
To: Clive Arbuckle
Subject: FW: Telford South campus Sc 75 tram Contribution - 04/02467/FUL

One for you Clive.

From: Ian Williams
Sent: 24 January 2013 15:13
To: Andrew McBride; Alan Redden
Cc: David Cooper
Subject: FW: Telford South campus Sc 75 tram Contribution - 04/02467/FUL

Gentlemen

Please see the email chain below and in particular the email from David Morgan of Miller Homes.

Could you please update me on what has happened with the £320,077 tram contribution and confirm whether the sum has been drawn down?

Before the question is asked, possibly at the meeting David and I will have with David Morgan, can you also update me on the potential use of the £90,208 tram contribution Miller Homes paid for the 102 Telford Road (Telford West Site). This sum was received on the 31.12.2010 and was tied to the 05/01007/FUL permission.

Kind regards

CEC01938834_0002

Ian

Ian Williams
Tel' 0131 [REDACTED]
CEC Development Monitoring - Legal Agreements

From: Ian Williams
Sent: 24 January 2013 14:56
To: 'David Morgan'
Cc: David Cooper
Subject: RE: Telford South campus Sc 75 tram Contribution - 04/02467/FUL

David

Thank you for your email. David and I are fine thank you.

We will be happy to meet you.

I am aware that a £320,077 tram contribution was received on the 30 May 2008. I am afraid I will have to check the current position with this contribution with colleagues. Can I please contact you again to arrange a meeting when I have this information.

Regards

Ian

Ian Williams
Tel' 0131 [REDACTED]
CEC Development Monitoring - Legal Agreements

From: David Morgan [<mailto:David.Morgan@miller.co.uk>]
Sent: 24 January 2013 13:14
To: David Cooper; Ian Williams
Cc: Kenneth Cooper
Subject: Telford South campus Sc 75 tram Contribution

David, Ian,

I hope you are both well.

I would like to meet with you to discuss the above matter . Specifically Miller Homes has paid in excess of £530,000 to CEC in Sc 75 fees relating to the above development. £300,000 of the fees are defined as a tram contribution.

The agreement struck with you in relation to Telford North Tram Contribution is now material to this site and indeed Clause 12 of the Telford South Sc 75 agreement in Oct/Nov 2006 provides for a request for repayment and reduction of the contribution to made to CEC when certain tram route changes arise. We all recognise that the route criteria has changed.

Rather than simply tender a proposal out of the blue I'd prefer to discuss this informally, face to face.

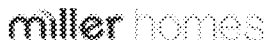
How are you guys placed next week for a review and informal discussion.

CEC01938834_0003

Regards

David

David Morgan | Area Land Director | Miller Homes - Scotland
T : [REDACTED] | M : [REDACTED] | F : [REDACTED] | www.millerhomes.co.uk
Miller House, 2 Lochside View, Edinburgh Park, Edinburgh EH12 9DH



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