

Responses to questions raised by Scrutiny Committee 8th February 2017

Overview

Members of the scrutiny committee are reminded that the Councils role in the regeneration proposals for Sittingbourne town centre is that of giving consent to the Developers proposals and to the appointment of their professional team. The day to day management of the development and the construction will be carried out by Spirit and their professional advisors including Architects, Structural Engineers, Mechanical and Electrical Engineers and a number of other professionals who will be employed by them to monitor, supervise and certify the works as complete and built in accordance with the specifications, British standards and good practice. The Council will not have any direct responsibility for the Development or the construction works other than to be satisfied that Spirit has appointed competent persons to ensure that the works are built in accordance with the specifications and will be correctly inspected and certified.

These roles are documented in detail within the development agreement that is available in the Council’s legal department.

STC Regeneration

Question/issue	Response
1. The role of each partner in plain English	<ul style="list-style-type: none"> • The development partners are Spirit of Sittingbourne consortium and Swale Borough Council. • The Councils role is to provide the land for development and to approve the developer’s proposals and professional teams as required by the Development Agreement. • Spirit of Sittingbourne’s role is to deliver the regeneration of Sittingbourne town centre as required by the Development Agreement. • The Development Agreement and subsequent Deeds of Variation are available for members to inspect in the Council’s Legal department if they wish to see the details and legal definitions.
2. What was the specific purpose of the silent partner?	<ul style="list-style-type: none"> • The details of what each partner within the Spirit of Sittingbourne consortium receive, and we assume the committee is referring to any profits generated from

What are they getting out of it?	the Development, is for them to decide and is commercially sensitive information that is not available to the Council.
3. What does Client mean?	<ul style="list-style-type: none"> The definition of a client is “A person or organisation using the services of a lawyer or other professional person or company.”
4. Glossary of terms used including client partner/ development partner.	<ul style="list-style-type: none"> There is no glossary of terms for this Development. An extensive set of definitions can be found in the Development Agreement available in the legal department.
5. Who is expected to deliver what?	<ul style="list-style-type: none"> The Council is expected to deliver the land for Development and Spirit of Sittingbourne is expected to deliver the Development as detailed in the Development Agreement.
6. What is the guarantor position of Essential Living?	<ul style="list-style-type: none"> In legal terms it means the Council can claim against them collectively or individually so that if one goes into liquidation or closes down the others are still fully liable. In essence each of them is a guarantor for the whole development.
7. Who was expected to deliver the project?	<ul style="list-style-type: none"> The original Development Agreement was between the Council and Spirit of Sittingbourne. At that time Spirit comprised Essential Land, Altyon Management and Cathedral Group. Subsequently Cathedral Group merged with Development Securities to form U+ I Group and Altyon was replaced by Quinn Estates.
8. Information on Risk Assessment dependencies	<ul style="list-style-type: none"> The project risk register is owned and maintained by Spirit of Sittingbourne because it contains commercially sensitive information that they wish to remain confidential. Project risks and mitigation measures are discussed at the regular key officer group meetings and project boards. Financial Risk Assessments. Attachment 1
9. Car parking, what are the latest car parking figures. What do we lose and gain and what spaces are allocated to the Light and Travelodge.	<ul style="list-style-type: none"> Spirit of Sittingbourne has recently carried out an up to date survey of car park occupancy and this indicates that the Council’s car parking strategy remains valid and a copy is attached for member’s information. Attachment 2 There are no dedicated allocations to either the Light or Travelodge other than to have sufficient capacity within an agreed distance and this will be satisfied by the new Multi Storey car park. The Council is considering a 24 hour tariff for Travelodge customers and the Light customers will pay for parking in exactly the same way as all other users of the Council’s car parks. Attachment 3

10. Is the CP strategy still valid?	<ul style="list-style-type: none"> • Yes, the strategy was agreed by Cabinet and is attached for information. Attachment 4
11. What car parks will be retained?	<ul style="list-style-type: none"> • This information is all within the car parking strategy provided to members and members are advised to re-read the strategy because some are lost, some are retained and some change from short stay to long stay. What is staying this will be part of the Forum, part of St Michael's road, Bell Road, The Swallows, Central Avenue, Albany Road and Crown Quay Lane.
12. Footfall and car elements information.	<ul style="list-style-type: none"> • This information is all within the car parking strategy provided to members. This is very complicated as it varies depending on time, day and dates and is all scheduled in the strategy.
13. Taxi Rank Position at station	<ul style="list-style-type: none"> • The taxi rank will stay in front of the station and the current layout drawing for the highway works is attached for member's information. Attachment 5
14. Risk assessment and project plan	<ul style="list-style-type: none"> • The project plan is attached – due to the size of the document copies will be printed to a large scale for members to view at the meeting. Attachment 8 • Risk assessment – see question 8 above.
15. Critical path analysis	<ul style="list-style-type: none"> • This information is on the project plan attached for member's information.(document 8). Members are reminded that in a complex project such as this the project plan is a fluid document and is subject to constant review and change as the proposals are delivered.
16. Map of the proposals	<ul style="list-style-type: none"> • The current masterplan is attached. Attachment 7
	Councillor Booth's questions from email of 8 th March 2017 to the Leader
A. Car park programme	<ul style="list-style-type: none"> ▪ This information is contained in the attached project plan. Attachment 8
B. Specific updates on Highways and underground water pipe issues	<ul style="list-style-type: none"> ▪ Highways works and utilities diversions are currently being planned in conjunction with Kent Highways department and once the work has been programmed a programme of works will be issued. The first items of work are likely to be the installation of a new electric supply to the retail site, diversion of the water main and drainage in the area on the new MSCP and alterations to St Michael's road to enable the MSCP construction.
C. We would like to see and understand the current, up to date Risk Register for the project	<ul style="list-style-type: none"> ▪ See answers to 8 and 14 above

D. Demonstrate the Project Management Team/ Structure	<ul style="list-style-type: none"> ▪ Attached documents show the teams that are involved in the project board and key officer groups. There are monthly reports to SMT, internal Swale officer group meetings where the project is considered alongside all other Swale projects, regular written updates are published on Covalent and regular briefings are given by the Leader to Cabinet and Council and in addition there is the overall scrutiny review of the project. Attachment 6
E. The project business plan	<ul style="list-style-type: none"> ▪ The overall project business plan is owned and maintained by Spirit of Sittingbourne because it is confidential and commercially sensitive.
F. The project cost plan	<ul style="list-style-type: none"> ▪ The overall project cost plan is owned and maintained by Spirit of Sittingbourne because it is confidential and commercially sensitive. When they go unconditional and start to build Spirit will be solely responsibility for the delivery and cost of the works and any variations or additional costs will be at their risk.
G. Details of any acceleration clauses	<ul style="list-style-type: none"> ▪ There is no need for acceleration clauses in the Development Agreement because the Development Agreement contains long stop dates for various stages of the delivery that Spirit are obligated to meet.
H. Stakeholder identification	<ul style="list-style-type: none"> ▪ The Stakeholders are identified in the response to question 1 above. To clarify, the Development Agreement is between the Council and Spirit of Sittingbourne that comprises Essential Land, Quinn Estates and U + I group.
I. Demonstrate how changes to the SBC are accommodated.	<ul style="list-style-type: none"> ▪ Any changes to the Development have to follow the processes contained within the Development Agreement that is available for members to inspect in the Council's legal department.
J. Phased milestone dates	<ul style="list-style-type: none"> ▪ These are contained within the overall project plan Attachment 8.
K. Critical path analysis	<ul style="list-style-type: none"> ▪ This is shown on the overall project plan. Attachment 8.