

Collaboration Agreement

Sittingbourne Town Centre

1.0 PREAMBLE

This is a voluntary Agreement entered into by the signatory organisations, and is signed by Senior Officers/ Director of those organisations to confirm the approach to partnership working. This Agreement will be relied on as a statement of intent and officer-level commitment by all Parties. It can be used by any of the signatory organisations to demonstrate internally or to third parties their support for, and commitment to, the strengthening of Sittingbourne town centre in order to transform it into a vibrant and sustainable community with excellent retail and leisure facilities.

2.0 PARTIES

- **URBAN REGENERATION AGENCY (Known as English Partnerships) 10th floor, 2 Exchange Tower, Harbour Exchange Square, London E14 9GS)**
- **SWALE BOROUGH COUNCIL Swale House, East Street Sittingbourne, Kent, ME10 3HT**

The Parties to this Agreement agree that it is sufficiently flexible to allow, by agreement, the addition of other organisations from time to time.

3.0 OBJECTIVES OF THE AGREEMENT

- 3.1 To provide a co-ordinated approach to public sector interventions, and private & voluntary sector engagement, within Sittingbourne Town Centre.
- 3.2 To ensure the alignment of the Parties' investment and activities to create development platforms for housing and commercial development such that Sittingbourne becomes a location of choice for private sector investment.
- 3.3 To support the delivery of aims and objectives set out within the following documents;
 - Sittingbourne Town Centre Business Plan (February 2006)
 - Swale Forward's Regeneration Framework.
 - Creating Sustainable Communities and Delivering the Thames Gateway (ODPM 2005)
 - Thames Gateway Interim Plan – Development Prospectus (DCLG November 2006)
 - Swale Borough Council's emerging Local Plan
 - English Partnerships' Corporate and Regional Business Plan for the period 2007/08 to 2010/11

- 3.4 To enable the formation of a Steering Group that will coordinate the public-sector led regeneration interventions into Sittingbourne Town Centre.
- 3.5 To produce and develop a Masterplan & Investment/Delivery Strategy by the Parties for the regeneration of Sittingbourne Town Centre.
- 3.6 To procure an agreed Planning Framework and Design Statement for Sittingbourne Town Centre which adopts EP's Quality Standards as a minimum for town centre development.
Note: this is not yet agreed between the Parties but it is something EP would like to discuss with SBC.
- 3.7 To establish a clear planning obligations strategy for Sittingbourne Town Centre so as to assist SBC's Development Control function. This will incorporate a Public Realm Strategy to seek appropriate contributions through planning gain, with particular focus on public realm, linkages and open space **within** the town centre area.
Note: this is not yet agreed between the Parties but is something EP would like to discuss with SBC.
- 3.8 To define target outputs required in relation to investment within Sittingbourne town centre for the period up until 2016.

4.0 GOOD FAITH

- 4.1 Each of the Parties agree to act in good faith to the other Party in seeking to achieve the objectives of this Agreement, including:-
- keeping each other informed of all activities being contemplated within, and adjacent to Sittingbourne town centre.
 - consulting with each other and taking account of representations where received.
- 4.2 The Parties shall at all times act in a manner consistent with the objectives of this Agreement.

5.0 MANAGEMENT STRUCTURE

- 5.1 The Parties to this Agreement shall each be entitled to have representatives on the **Sittingbourne Town Centre Steering Group (STCSG)**, which would co-ordinate public sector investment and activity in the town centre.
Note: consideration needs to be given to governance arrangements (particularly if say, Tesco might become involved). The idea of a Steering Group is simply a suggestion.
- 5.2 The Steering Group will routinely report its activity to the Swale Forward Implementation Board, Swale Borough Councils Executive and the English Partnerships Board to seek endorsement of its actions. It will report its

activities, and assist Parties to seek funding in a co-ordinated manner, through their investment approval processes.

- 5.3 The management arrangements for delivering specific projects within the Masterplan/Investment and Delivery Strategy will be agreed between the Parties and the Steering Group will lead in co-ordinating this.

6.0 ACTIVITIES

- 6.1 The Parties will be responsible for the undertaking of the following range of activities.
- 6.2 Site acquisition to achieve control of those sites of strategic importance to the delivery of the Masterplan/Investment and Delivery Strategy, by private treaty or by utilising Swale Borough Council's CPO powers (subject to full Council approval), with indemnity for full costs.
- 6.3 Negotiation with land owners and developers controlling sites to achieve the provision of high quality mixed use development which incorporates high quality urban design and appropriate mixed tenure housing.
- 6.4 Undertaking site investigations and site preparation/other enabling works to create development platforms for private sector investment.
- 6.5 Procurement of strategic public sector-led interventions within Sittingbourne town centre including infrastructure and public realm projects.
- 6.6 Procurement of a Planning Framework for the Sittingbourne town centre and have it adopted as SPG by Swale Borough Council.
- 6.7 Production of a Masterplan/Investment and Delivery Strategy for the envisaged public sector interventions.
- 6.8 Procuring and co-ordinating consultation and communication with communities and relevant agencies affected by specific development proposals. The Parties agree their intention to procure Statements of Community Involvement in all Outline Planning Applications to SBC.
- 6.9 Produce a Public Realm Strategy within the Masterplan/Investment and Delivery Strategy.
- 6.10 EP Assist SBC to secure the objectives of the Masterplan/Investment and Delivery Strategy through the emerging Local Plan Area Action Plans.
- 6.11 EP Assist SBC in adopting a Planning Obligations Strategy for Sittingbourne town centre.
- 6.12 Preparation of Development Briefs for each of the strategic interventions, (and other areas over which the Parties have direct control or influence such as through planning requirements), including design and

development requirements and provision for local recruitment and training initiatives.

7.0 ROLES AND RESPONSIBILITIES

7.1 Each party will declare and advise the other of any intention to acquire or dispose of land/holdings within Sittingbourne town centre.

Swale Borough Council

7.2 Subject to statutory obligations, to use all reasonable endeavours to secure the objectives of this Agreement through its statutory planning, housing, development control and other powers.

7.3 To bring forward SBC's land in support of the regeneration activities identified in the Masterplan/Investment & Delivery Strategy.

7.4 Subject to compliance with statutory procedures, include the Planning Framework and Masterplan/Investment & Delivery Strategy as the preferred option within the AAP consultation process.

7.5 To develop the agreed planning gain mechanism and Public Realm Strategy as part of its development control remit such that this is a catalyst for private sector investment within Sittingbourne.

7.6 To advise the Steering Group of key information regarding its policies across key service delivery areas, particularly transport, planning, education, economic development and community services for Sittingbourne town centre.

7.7 To provide officer time in relation to the promotion and development of scheme proposals.

7.8 To use its Compulsory Purchase powers (as appropriate) to assemble land, subject to Council confirmation and execution of a Funding Agreement with appropriate Parties on a full cost indemnity basis

7.9 To act as acquiring and managing Party in relation to strategic land acquisitions funded by the Parties, where requested to do so provided that costs are recoverable through appropriate funding agreements

7.10 To seek Kent County Council involvement in relation to services and functions they perform, such as the role a Highway Authority

English Partnerships

7.10 To procure and fund on an agreed basis consultancy support for valuation, design, masterplanning, quantity surveying and engineering services from its Consultancy Panels.

- 7.11 To undertake a leading role in relation to procuring a Planning Framework and Masterplan/Investment & Delivery Strategy for Sittingbourne town centre.
- 7.12 To promote the usage of appropriate investment structures as a mechanism to bring forward residential and mixed use development including the securing of appropriate affordable housing provision within the area.
- 7.13 To ensure that the project elements that it leads on within the Sittingbourne town centre area act as exemplars of good design and placemaking.
- 7.14 To provide officer time in relation to the promotion and development of scheme proposals

8.0 OUTPUT ASSESSMENT

- 8.1 The Business Plan for Sittingbourne Town Centre envisages the following total outputs from public sector interventions. The Steering Group will agree the apportionment of outputs to the investment of the various Parties, where it is necessary to do so.

Please note that the table is yet to be completed

Outputs	Total
Brownfield land reclaimed (ha)	3.5
Housing starts on site – open market sale	350
Housing starts on site – other affordable	150
Employment floorspace created (sq m)	3,000
Business Creation (No.)	TBC
Private sector investment attracted (£)	TBC
Jobs created / safeguarded (no)	TBC
Brownfield land serviced (ha)	3.5
Public Sector investment (£)	TBC
Business Creation	TBC
Quality standards	
No of homes confirming to Level 3 of Code for Sustainable Homes	500 (TBC)
BREEAM very good (sq m commercial floorspace)	3,000 (TBC)
Collaborative approach to design	Yes

(yes / no)	
Collaborative design workshops (no events)	TBC

9.0 DISPUTE RESOLUTION

9.1 The intention of this agreement is to bring together the Parties to work in a way that will enable each of those Parties to satisfy their own objectives in a non-adversarial, open and collaborative manner. Should a dispute occur, resolution will take a bottom up approach and be settled at the lowest possible level. Any matter of dispute likely to undermine the agreement will be referred to the Chief Executive of the respective Parties.

10.0 FINANCIAL COMMITMENT

Swale Borough Council (SBC)

10.1 SBC may vest in itself (or other appropriate third party to be agreed) land acquired by CPO (& private treaty funded by public sector parties). Where vesting rests with the Council, it will manage this land as appropriate, until draw down for redevelopment by the selected developer, subject to appropriate receipts and overage provisions being agreed and management costs being met.

10.2 SBC's own land within Sittingbourne town centre will, subject to appropriate approvals, clawback and overage provisions, be made available to support the objectives of this Agreement.

10.3 It is acknowledged that SBC will seek to protect the contribution that its land assets make to its revenue and capital funding.

English Partnerships (EP)

10.4 EP will seek to develop its involvement in Sittingbourne town centre as a Regional Business Plan priority.

10.5 EP will provide investment to assist with the delivery of the objectives of this Agreement, subject to appropriate approvals, clawback and overage provisions.

11.0 TERM OF THE AGREEMENT

11.1 This Agreement is to be for an initial term of five years but this Agreement should be reviewed annually and is terminable at 12 months notice by either of the Parties at any time.

12.0 INCLUSION OF ADDITIONAL PARTIES

12.1 It is anticipated that further parties may be added into this Collaboration Agreement during the duration of the project, subject to the agreement of the Parties, to assist in the delivery of the Objectives.

13.0 LEAD CONTACTS

The lead contacts for this agreement are:

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14.0 SIGNATURES