

Report To: Safe, Sustainable Communities Committee **Date:** 30 August 2011

Report By: Head of Legal & Democratic Services **Report No:** LA/730/11

Contact Officer: Neil Duffy **Contact No:** 01475 712147

Subject: Use of Powers Delegated to the Chief Executive

1.0 PURPOSE OF THE REPORT

1.1 The purpose of this report is to notify the Committee of all decisions taken under the powers delegated to the Chief Executive since the last ordinary meeting of the Committee.

2.0 LIST OF DECISIONS TAKEN

2.1 The individual reports setting out details of each use of the Chief Executive's delegated powers form an Appendix to this report and are summarised as follows:-

APPENDIX

2.2 Originator

Subject

Head of Property Assets & Facilities Management

Approval to close Cathcart Square to vehicular traffic for weekend use only, over a six week period and to lease the Square to Discover Inverclyde for the same six weekends.

APPENDIX 1

Head of Environmental and Commercial Services

Agree an Increase in the Council's Financial Responsibilities for the Maintenance of Inverkip Station Footbridge

APPENDIX 2

Manager of Streetscene, Burial Grounds & Registrars

Invite Tenders from firms no on the Council's Approved List

3.0 RECOMMENDATION

3.1 The Committee is asked to note the use of the powers delegated to the Chief Executive as summarised in this report.

Neil Duffy
Legal & Democratic Services

Report To: Safe, Sustainable Communities Committee **Date:** 01/09/2011

Report By: Corporate Director Regeneration & Environment **Report No:** SCS/71/11/AF/GF

Contact Officer: Gordon Fisher **Contact No:** 712495

Subject: Use of powers delegated to the Chief Executive: Discover Inverclyde – Lease of Cathcart Square, Greenock

1.0 PURPOSE

1.1 To advise Committee of the use of Powers delegated to the Chief Executive to grant approval to close Cathcart Square to vehicular traffic for weekend use only, over a six week period and to lease the Square to Discover Inverclyde for the same six weekends.

2.0 SUMMARY

2.1 Discover Inverclyde wish to promote social events and community activities in the recently refurbished Cathcart Square. They wish the use of the square for six weekends during the summer months.

2.2 In order to do this a Licence to Occupy will be required along with a Temporary Traffic Regulation Order to close off the Square to public vehicles.

2.3 This report seeks authority to agree to the closure of Cathcart Square for weekend use only, over a six week period and also seeks authority to lease the Square to Discover Inverclyde, on the terms outlined in appendix 1 and thereafter to conclude the Licence to Occupy.

3.0 RECOMMENDATIONS

3.1 That the use of Emergency Powers is noted.

4.0 BACKGROUND

- 4.1 Discover Inverclyde (D.I.) is a not for profit company, limited by guarantee. It attempts to promote and encourage community development and tourism within the Inverclyde area.
- 4.2 D.I. initially approached Inverclyde Council in March 2011 to investigate the possibility of using Cathcart Square for various community activities on Saturday and Sunday, as a trial period, during the summer months.
- 4.3 A meeting was held on 28th March 2011 to discuss the future of Cathcart Square, following the extensive renovations. At the meeting it was accepted that businesses in the square and surrounding areas had experienced major difficulties over the last 18 months with regard to falling trade.
- 4.4 The general consensus at the meeting was that the development of Cathcart Square into a continental outdoor event/eating area would enhance residents/visitors experience to central Greenock and increase footfall from the East to the West of the town, bringing greater economic and social benefits to all.
- 4.5 Pedestrianisation of the Square was not considered impossible, but could be a lengthy process, especially if there were objections. The suggestion was that a trial period of closure over the summer months (weekends only) would allow an evaluation of the feasibility of the proposal and evidence gathered would be useful as part of the consultation process to include within the parking strategy proposals.
- 4.6 Economic Development have worked with Discover Inverclyde in consulting with local businesses and the Mid Kirk and have liaised with various departments within the Municipal Buildings and wider Council to try to get all the necessary Licenses and approvals in place.
- 4.7 The initial period Discover Inverclyde required was 3 months (weekends only) from June through to August 2011, however, as time has moved on the period of occupation has been altered and they have now requested use of the square to include six weekends starting on the 6th August 2011 and ending on Sunday 11th September.
- 4.8 Some of the events which Discover Inverclyde would like to promote include street football, a variety of street artists, musical items and shows and some food elements including an extended farmers market and a continental market.
- 4.9 If permission is granted to allow Discover Inverclyde to use the square as outlined above then a Licence to Occupy will be required. Outline terms have provisionally been agreed with Discover Inverclyde and these are attached at appendix 1.

5.0 Roads Authority

- 5.1 In order to use the square, a Temporary Traffic Regulation Order (TTRO) is required to close it off from public vehicles. The Roads Authority have confirmed that they are satisfied with the proposals put forward by Discover Inverclyde, however, the deadline for submission of the TTRO for the whole 6 week period was missed and Discover Inverclyde will now require to apply for such an order on a weekly basis for each individual weekend. The TTRO will be advertised on the Council's website prior to each weekend event. The first advert should be placed on the website in the week beginning Monday 1st August.
- 5.3 Discover Inverclyde have agreed to meet all costs associated with putting in place all Licences and approvals and this includes physically cordoning off the square each weekend.

5.4 Local retailers appear to be keen to promote the Square for community use on a more permanent basis and envisage that it will become a very attractive area for the public for all kinds of activities and events, particularly after the laying of the granite pavers, while food and drink services can be enjoyed al fresco, similar to that in Royal Exchange Square, Glasgow. If the proposal to make Cathcart Square a pedestrianised area goes ahead, then a Traffic Regulation Order to permanently close off Cathcart Square to public vehicles will be required although this will be the subject of a separate report, if so required.

6.0 Proposals

6.1 (a) That permission is granted to closing off the square for 6 consecutive weekends starting on the 6th August and terminating on the 11th September.
 (b) Permission is granted to Discover Inverclyde to lease Cathcart Square on the outlined terms and conditions as provided in this report.

6.2 Financial Services – One Off Costs/(Savings)

Cost Centre	Budget Heading	Budget Year	Proposed spend This Report	Virement From	Other Comments
02114-000-80001	Administration Fee for preparation of the Licence to Occupy	2011/12	(£1,000)	N/A	

Financial Services – Annually Recurring Costs / (Savings)

Cost Centre	Budget Heading	With Effect from	Annual Net Impact	Virement From	Other Comments
None	None	None	None	None	None

6.3 The Head of Legal and Democratic Services has been consulted on the content of this report.

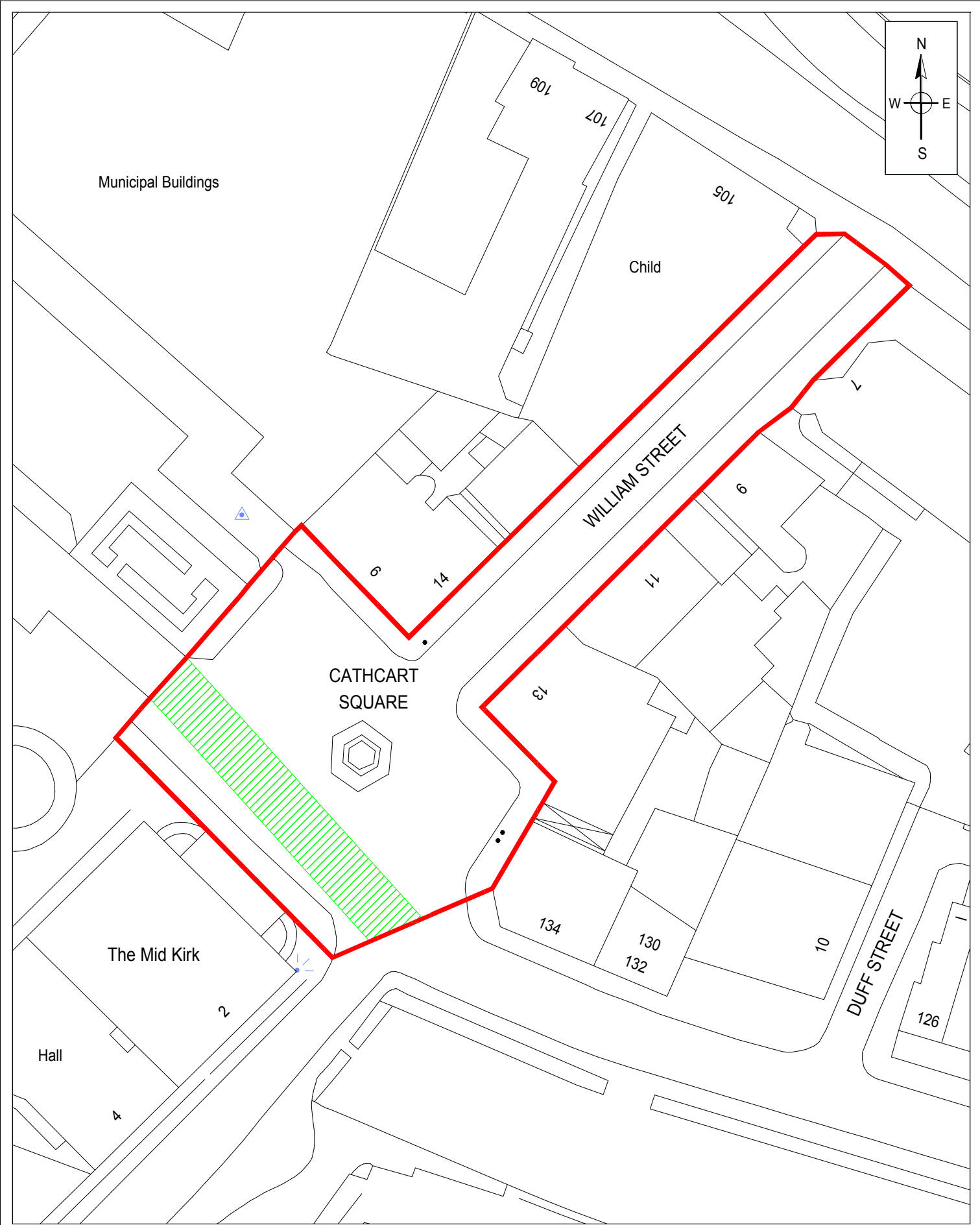
6.4 The Head of Environmental and Commercial Services has been consulted on the content of this report.

6.5 The Head of Regeneration and Planning Services has been consulted on the content of this report.

6.6 The Chief Financial Officer agrees with the content of this report.

Outline Terms and Conditions for the Licence to Occupy Cathcart Square to Discover Inverclyde

- **Licensee:** Discover Inverclyde Ltd.
- **Date of entry:** Saturday 30th July 2011.
- **Date of termination:** Sunday 4th September 2011.
- **Days of operation:** (i) Sat and Sun 30 and 31 July (ii) Sat and Sun 6 and 7 Aug (iii) Sat and Sun 13 and 14 Aug (iv) Sat and Sun 20 and 21 Aug (v) Sat and Sun 27 and 28 Aug and (vi) Sat and Sun 3 and 4 September, between hours of 12.01am Sat to 12.00 midnight sun.
- **Property:** subjects shown outlined in red on the plan attached, there's an obligation to keep the area hatched green clear to allow for vehicular access and egress to and from Clyde Square. There is also a reserved right of access onto the Property in favour of the Council. The property is also let subject to any licences to occupy to Tribeca, the Square and Bank bar.
- **Use:** for public entertainment and associated events including a market. The licensee shall only enter and use the property on the days of operation. At the end of the days of operation the Licensee will remove from the property along with all their equipment and leave the property free from obstacles that would prevent the use of the property for its normal function. The property shall also be left clean, neat and tidy. The Licensees will be responsible for obtaining any necessary road closure consents required for the use of the property on the days of operation and the Licensees shall also co-ordinate with local public bodies e.g. police, fire, council, re the use of the property.
- **Payments:** Licensee pay (i) rent at £1000 for duration (ii) rates (iii) VAT if applicable (iv) interest on late sums (v) costs incurred by Council in remedying breach of Licence.
- **Statute:** Licensee to comply with all statutes, bye-laws and other regulations affecting the property and their use of it.
- **Indemnity:** Licensee will indemnify the Council against loss, damage, etc.
- **Insurance:** Licensee will take out cover sufficient to cover (i) any indemnity (ii) public liability insurance of at least £5m (iii) employer's liability and (iv) third party claims.
- **Alienation:** Licensee can sublet/share possession of property in whole or in part without Council consent but cannot otherwise deal with the property.
- **Repair:** property is accepted in good repair and condition and will be kept and left that way. If Licensee doesn't leave property as such Council can complete necessary work and recover cost from Licensee.
- **Alterations:** no alterations permitted. Advertisements or signs will require Council's consent.
- **Irritancy:** If Licensee doesn't pay rent, goes into liquidation or doesn't adhere to Licence terms then the Council can remove them, allowing time to remedy first.
- **Costs:** Each party to bear their own.



Licence Plan - Cathcart Square/William Street, Greenock

SCALE: 1:600

DRAWN BY:

DATE 14/7/2011

Originating Group:

Drawing No.

cathwill

Report To:	Head of Legal and Democratic Services	Date:	30 August 2011
Report By:	Corporate Director Regeneration and Environment	Report No:	PS/ENV/IM/11.85
Contact Officer	Robert Graham	Contact No:	714827
Subject	Use of Powers Delegated to the Chief Executive to Agree an Increase in the Financial Responsibilities for the Maintenance of Inverkip Station Footbridge		

1.0 PURPOSE

- 1.1 The purpose of this report is to advise that Councillors Moran, Wilson and McLeod and the Chief Executive, under the emergency powers procedures, approved an increase in the financial responsibilities of the Council in respect of the maintenance of the Inverkip Station Footbridge.

2.0 SUMMARY

- 2.1 The Policy and Strategy Committee on 3 April 2007 approved an obligation that the Council take on maintenance responsibility for the Inverkip Station Footbridge on completion of its construction by the developer Stewart Milne.
- 2.2 A condition of this approval was that a Bridge Agreement would be entered into among the Council, Network Rail and Stewart Milne which would regulate the Council's maintenance responsibilities in respect of the bridge, on the basis that there would be a nil cost to the Council.
- 2.3 In order to ensure that there was a nil cost to the Council in respect of its maintenance obligations, it was also agreed that Stewart Milne would provide a fund to the Council to cover all future maintenance costs of the footbridge. It was agreed that Stewart Milne will pay to the Council a maintenance contribution of £300,000 to meet all of the estimated costs to the Council of maintaining the bridge over its expected lifespan of 120 years.
- 2.3 As a result of the detailed design of the footbridge deck lighting, developed in conjunction with all partners, the estimated maintenance cost for the lighting has increased slightly resulting in a cost to the Council of £140/year.
- 2.4 In view of the generous settlement in terms of the commuted sum agreed with Stewart Milne Holdings Ltd. and revised operational and maintenance cycles it is proposed to contain this sum within the annual lighting maintenance budget.

3.0 RECOMMENDATIONS

- 3.1 It is recommended that the Committee note the use of the emergency powers procedures to authorise an increase in the estimated maintenance costs to the Council in respect of its maintenance obligations of the Inverkip Station Footbridge.

Ian Moffat
Head of Environmental and Commercial Services

4.0 BACKGROUND

- 4.1 The Policy and Strategy Committee on 3 April 2007 approved an obligation that the Council take on maintenance responsibility for the Inverkip Station Footbridge on completion of its construction by the developer, Stewart Milne.
- 4.2 A condition of this approval was that a Bridge Agreement would be entered into among the Council, Network Rail and Stewart Milne which would regulate the Council's maintenance responsibilities in respect of the bridge on the basis that there would be a nil cost to the Council. This Agreement was entered into in April 2009 and is a fairly technical document which sets out the responsibilities of Stewart Milne, Network Rail and the Council in respect of the construction and maintenance of the footbridge.
- 4.3 In order to ensure that there was a nil cost to the Council in respect of its maintenance obligations, it was also agreed that Stewart Milne would provide a fund to the Council to cover all future maintenance costs of the footbridge. It was agreed that Stewart Milne will pay to the Council a maintenance contribution of £300,000 to meet all of the estimated costs to the Council of maintaining the bridge over its expected lifespan of 120 years.
- 4.4 Stewart Milne is under a contractual obligation to pay to the Council the maintenance contribution of £300,000 seven days prior to practical completion of the footbridge. It is expected that the footbridge will be completed within 39 weeks from commencement of the works.
- 4.5 During the detailed design of the footbridge the lighting detail of the bridge deck has been reviewed and agreed by all parties resulting in a slightly higher specification than had been allowed for in the above commuted sum.
- 4.6 As a result of the above the overall maintenance costs, over the expected life of the bridge, were reviewed and it was determined that the cost of the lighting maintenance would be in the order of £34k or £280/year. However this can be partly offset by the generous settlement reached in the commuted sum which is greater than the estimated maintenance costs.
- 4.7 The reason Delegated Powers are requested is to allow, subject to approval of this report, Stewart Milne to commence the construction of the footbridge in accordance with their Planning Approval and Conditions. Stewart Milne has concluded a contract for the construction of the footbridge which has a 39 week programme.

5.0 PROPOSAL

- 5.1 To ensure that any of these additional costs are minimised it is also proposed to save both energy and maintenance costs by limiting the lighting times on the bridge to that of the railway station during the hours of darkness and to extend the cyclic maintenance regime of the lighting and its component parts.
- 5.2 It is estimated that these further measures will reduce the future maintenance costs to around £140/year.
- 5.3 It is proposed that this sum is contained within the annual lighting maintenance budget.

6.0 IMPLICATIONS

- 6.1 Finance: It is proposed that the above additional costs associated with the maintenance of the footbridge deck lighting will be contained within the Environmental and Commercial Services (Roads) budget allocation.

Annually Recurring Costs/ (Savings).

Cost Centre	Budget Heading	Proposed spend this report	Virement from	Other comments
Roads Client Revenue	Payments to Contractors	£140	N/A	Contain in existing budgets

Legal: None

Personnel: None

Equality: None

7.0 CONSULTATION

7.1 The Chief Financial Officer has been consulted on this report.