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Author: Lynda Powell, Town Clerk  
Committee: Full Council: 30<sup>th</sup> January 2024  
Agenda Item: 87 Skatepark  
Date: 26.1.2024

1 **Purpose.** To receive an update on the Heads of Terms and consider next steps including the submission of a planning application.

2 **Decision Required.** Councillors are asked to consider the recommendation at 7.

### 3 **Background**

3.1 At the Full Council meeting on the 31<sup>st</sup> October 2023, the Heads of Terms received from Cornwall Council for devolving land for a skatepark were discussed. The possibility of devolving the site to another organisation was raised as well as potential break clauses, and the implications of this on any requests for funding. Councillors agreed their continued support for the project to be delivered in Looe but that current devolution proposals from Cornwall Council could not be approved.

It was **RESOLVED** to decline the Heads of Terms proposed by Cornwall Council and discuss alternative ways forward with them, keeping other working partners informed. Proposed by Cllr Gregory, seconded by Cllr Remington. All in favour.

### 4. **Changing the Leaseholder**

4.1 The Clerk discussed with Cornwall Council the possibility of another organisation taking on the lease. This is possible but Cornwall advised that this would slow the process as due diligence would need to be undertaken to ensure the suitability of another organisation. Cornwall Council also advised that new Heads of Terms might not be as favourable to another tenant.

4.2 The Mayor and Clerk met with representatives of Looe Development Trust (LDT) and the Boundless Trust at which the option for another organisation to take on the lease was discussed. Neither organisation felt able to take this role.

### 5. **Heads of Terms**

5.1 After discussions with LDT and Boundless the Clerk asked for clarification from Cornwall regarding the devolution of the land being tied specifically to the provision of a skatepark. This was raised with Cornwall Council as partners believed that earlier discussions had focused on the devolution of a piece of land with no specific link to the delivery of a skatepark. Cornwall

Council have responded that the land can only be devolved for the purpose of a skatepark.

- 5.2 With support from Cllr Armand Toms discussions with Cornwall Council have progressed in regard to the inclusion of a break clause. They have agreed to insert a break clause at year 25. However, if it is later found that funders will not provide a grant because of this break clause the Council would be responsible for any costs associated with changing the Heads of Terms. LDT is currently checking with potential funders that a break clause at year 25 would not prevent them offering a grant for the project

## **6. Project Risks, Community Need and Timescales.**

- 6.1 The responsibilities of the Council as tenant, risk management, annual maintenance costs community need, and council priorities were outlined in the Clerk's report in October [PID \(looetowncouncil.gov.uk\)](https://www.looetowncouncil.gov.uk).
- 6.2 Progress has been made on mitigating some of the risks associated with a 99-year lease by the inclusion of the break clause.
- 6.3 The offer of the land from Cornwall Council is time limited. Cornwall Council wrote in August 2023 highlighting that, 'the recommendation for the devolution of the site will be on the basis that this decision will be valid for a period of two years.'

## **7.0 Recommendation**

- 7.1 Council agreed to support the provision of a skatepark in June 2022. Cornwall Council offer to devolve the land is timebound. If Council wish to deliver the project, then decisions must be made.
- 7.2 If the Council wish to proceed then the following actions need to be taken
- Agree Heads of Terms with Cornwall Council. The heads of terms to include a break clause at year 25, subject to confirmation that this will not affect funding applications.
  - Submit a planning application.
  - Agree a Memorandum of Understanding with the Boundless Trust.
  - include in ear marked reserves a sum to cover the cost of the reinstatement of the land at the end of the tenancy
  - include in the annual budget a sum for the maintenance of the skatepark and a grant to the Boundless Trust to cover the cost of insurance.
  - That the Clerk be delegated to employ Earl and Crocker to develop the Memorandum of Understanding between Looe Town Council and Boundless Trust and to represent the Council in negotiations over the Heads of Terms with Cornwall Council.