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Committee: Full Council: 31st October 2023
Agenda Item: 59 Skatepark
Date: 26.10.2023

- 1 **Purpose.** To update Councillors on progress, consider the Council's responsibilities as tenant and agree next steps regarding Cornwall Council's Heads of Terms for Leasehold Transfer.
- 2 **Decision Required.** Councillors are asked to approve budget provision and next steps for progressing legal arrangements as outlined at 10.
- 3 **Background**
 - 3.1 At Full Council on the 9th June 2022 Kim Spencer from Looe Development Trust gave a presentation on a wheeled sports facility for Looe. It was **resolved** to support all the points in the proposal, as listed below:
 - To agree to add the proposed Millpool site to the devolution ask, but day to day management will rest with the new group headed by Boundless Trust;
 - To agree to work collaboratively with Looe Development Trust and Boundless Trust to deliver this provision;
 - To agree to submit and pay for the planning application with Looe Development Trust paying for the noise survey;
 - To agree to insure the site, once built, and to pay for the annual safety inspection (circa £200).
 - 3.2 On the 1st August 2023 Cornwall Council provided an updated letter of intent to devolve land for a skatepark. The letter explained that the land could not be devolved until grant funding had been approved and planning permission granted. The letter also set a time limit for devolving the land of 2 years.
 - 3.3 Cornwall Council have also provided draft Heads of Terms for Leasehold Transfer which are attached at appendix 1
- 4 **Progress update**
 - 4.1 **Planning Application.** ROSPA have taken 3 months to confirm that the design of the perimeter fence and lighting are satisfactory. This has delayed the submission of the planning application.
 - 4.2 **Memorandum of Understanding.** Earl and Crocker have been provisionally engaged to draft this document and to advise on Cornwall Council's Heads of Terms. This work can be progressed following Council's consideration of this report.

5. The Council as Tenant

- 5.1 Cornwall Council's draft Heads of Terms for Leasehold Transfer states that Looe Town Council is the tenant. It is a full repairing lease with the tenant responsible for repair, inspection, insurance, and reinstatement of the land at the end of the lease period. The lease is for 99 years.
- 5.2 **Repair.** The Council will be responsible for the repair of all the installed structures including the skatepark surface (2.9). The Clerk has discussed with the skatepark installers, Maverick the likely frequency of maintenance issues. They have advised that as the construction is primarily concrete there should be very little need for maintenance.
- 5.3 **Cleanliness.** The Council would be responsible for keeping the site clean and tidy and for the removal of graffiti.
- 5.4 **Replacement.** The tenant must provide a skatepark of equivalent standard to the initial installation throughout the 99-year lease. Research suggests that skateparks tend to need replacing every 20-30 years.
- 5.5 **Inspection Regime.** The Council would be responsible for the safety of the site. Best practice is for a daily and weekly safety checks and an annual inspection by ROSPA.
- 5.6 **Insurance.** The skatepark must be insured to its full reinstatement value and there must be public liability insurance for third party risks with a minimum indemnity limit of ten million pounds for any one occurrence or series of occurrences arising out of any one event (2.14).
- 5.7 **Yield Up.** The Council will be required to remove all skatepark equipment and re-instate the land at the end of the tenancy (2.13).

6.0 Risk Management

- 6.1 Discussions with Boundless Trust have been very constructive. The Trust has been very open about their capacity to manage the site. The Trust will probably establish a user group to help manage the site, but they are unlikely to be able to meet in full the cleanliness or inspection regime required by the Heads of Terms and to mitigate risk.
- 6.2 To mitigate the reputational risk of an unsightly skatepark and gaps in the inspection regime the Council will need to consider using its own maintenance and cleaning team.
- 6.3 The Council's insurer has stated that they cannot insure a skatepark operated by a third party. There needs to be further discussion with our insurer as if the Council is responsible for the maintenance of the equipment and in part for the inspection regime it could be argued that we are the principal organisation operating the site.

7.0 Annual maintenance costs

- 7.1 Not all costs are quantifiable at this stage. The list below summarises the likely costs that will need to be included in the Council's annual budget,

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| • Annual ROSPA inspection | £252 |
| • Maintenance visit by Maverick | £750 |
| • Insurance cost | unknown at this stage |
| • Rubbish collection | unknown at this stage |
| • General maintenance of the site | £500. |

8. Community Need and Council Priorities

- 8.1 The community of Looe have been trying to build a skatepark for the last thirty years. There continues to be public support for a skatepark and research by Looe Development Trusts indicates that it is consistently the number one request from young people. The youth community were involved in developing the design of the proposed skatepark and there is an expectation that the skatepark will be built.
- 8.2 The development of a skatepark is supported by the Looe Neighbourhood Development Plan Policy C4 which identifies that there is no teen provision for community recreation open space.
- 8.3 At Full Council on the 19th September Council agreed the priorities for 2024/25 which includes support for leisure activities – wheeled sports facility.
- 8.4 The project supports the Council's vision, 'an improved quality of life and environment for Looe as a great place in which to live, work, visit and invest. The project also supports the Council's values to be Creative – innovative, positive about change, looking for solutions and enjoying making a difference. Efficient – using resources wisely to balance the needs of our community, our environment and prosperity. Inclusive – working together and in partnership with others, creating conditions in which people can flourish.

9 Conclusions

- 9.1 Cornwall Council's offer to devolve the land for the skatepark expires at the end of June 2025. Planning consent and funding remain the key obstacles to delivery. Success will depend upon Looe Town Council continuing to work closely with Looe Development Trust and the Boundless Trust.
- 9.2 A Memorandum of Understanding with the Boundless Trust will set out the terms by which the skatepark will be managed. However, as the Council will be the tenant of the site it will have specific and long-term responsibilities for the site. It should also be recognised that over the lifetime of the 99-year lease partnerships with external organisations will undoubtedly change and evolve.
- 9.3 There is currently a clear community need and desire for a skatepark. The delivery of the project is a council priority and supports the Council's vision and values. However, there is no certainty that there will continue to be a community need for a skatepark for the entirety of the 99-year lease.

10. Recommendations

- 10.1 That Council include in its annual budget costs for the development and maintenance of the skatepark. That the RFO/Clerk clarify the position on insurance.
- 10.2 That the Clerk be delegated to employ Earl and Crocker to develop the Memorandum of Understanding between Looe Town Council and Boundless Trust.
- 10.3 That the clerk be delegated to employ Earl and Crocker to advise on the Heads of Terms with Cornwall Council.
- 10.4 That discussions regarding the Head of Terms include;
 - Exploring if Looe Town Council must be the tenant for the land to be devolved.
 - Consideration of a shorter lease period or break clauses
 - If bin and waste collection can be included as a responsibility of Cornwall Council
 - That there will be a Memorandum of Understanding with the Boundless Trust.