

TRURO CITY COUNCIL



Town Clerk's Department
Municipal Buildings
Boscawen Street
Truro TR1 2NE
Tel: (01872) 274766
www.truro.gov.uk
e-mail: info@truro.gov.uk

1 October 2025

To: The Mayor (Honorary Freeman Wells)
Deputy Mayor (Councillor Loic Rich)
Chairman and members of the
PARKS AND AMENITIES COMMITTEE:
Councillors Douglas-Martin, Eathorne-Gibbons, Green, La Borde, Mepham, Rabey,
Southcombe, Tann, Tucker,
and Chairman of Finance and General Purposes Committee Councillor Webb
and all other Members of **TRURO CITY COUNCIL** *for information*

Dear Councillor,

NOTICE IS HEREBY GIVEN that a meeting of the Parks and Amenities Committee will take place on **MONDAY 6 OCTOBER 2025 at 7.00 pm** in the **Committee Room (First Floor), Municipal Buildings, Boscawen Street, Truro TR1 2NE** for the transaction of the under mentioned business:

AGENDA

Press and Public are invited to attend. Meetings are held in public and could be filmed or recorded by broadcasters, the media or members of the public.

Before the meeting the Chairman will read out the Fire Procedures

- 1 **COUNCILLORS IN ATTENDANCE AND APOLOGIES**
To **note** apologies.
- 2 **DECLARATIONS OF INTEREST**
- 3 **OPEN SESSION FOR ELECTORS OF TRURO RELATING TO ITEMS ON THIS AGENDA - VERBAL QUESTIONS** (5 Minutes)
- 4 **MINUTES (APPENDIX A)** Page 4

To **resolve** to approve and sign the Minutes of the Parks and Amenities Committee Meeting held on 8 September 2025.
- 5 **APPLICATION FROM TRURO PRIMARY CARE NETWORK TO USE OLD CHANGING ROOMS AS NEW WELLBEING HUB – REPORT AND PRESENTATION (APPENDIX B)** Page 8
Recommendation to Finance and General Purposes Committee
That it **recommends** to Council that it should support the proposal to develop the Truro Wellbeing Hub at Boscawen Park and delegate responsibility to the Town Clerk to progress discussions with the Lander and Three Spires Medical Practices to develop a final business case for consideration.

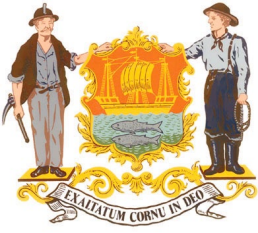
- 6 **CHAIRMAN'S REPORT**
Verbal report.
- 7 **CORRESPONDENCE**
None.
- 8 **THREE YEAR CAPITAL MAINTENANCE PLAN (APPENDIX C) Page 17**
To **resolve** an initial maintenance and capital plan that can be used to inform the 2026/2027 budget setting process.
- 9 **USE OF SECTION 106 FUNDS FOR NEWBRIDGE LANE (APPENDIX D) Page 21**
To discuss options for use of the S106 funds associated with Newbridge Lane.
- 10 **WORKING GROUP AND SUB-COMMITTEE**
Land At Comprigney Hill Steering Group
To note the minutes of the working group meeting held on 30 September 2025.
(APPENDIX E TO FOLLOW)
- 11 **STANDING ITEMS**
a. Boscawen Park - Dredging of Swanpool – Update
This item is included in the Towns Deal grant funding bid for facilities in Boscawen Park. **(APPENDIX F) Page 39**
b. Towns Fund Deal Boscawen Park Sports Hub Project and Pitch Improvement Works Update **(APPENDIX F) Page 39**
c. Swing Bridge Project Update
Parks and Amenities Officer to report. **(APPENDIX F) Page 39**
- 12 **INFORMATION ITEMS**
To **note** the Parks and Amenities Officer's Report **(APPENDIX G) Page 41**
- 13 **EXCLUSION OF THE PRESS AND PUBLIC**
In accordance with S1(2) of the Public Bodies (Admission to Meetings) Act 1960, the press and public will be excluded from the meeting during consideration of the following item by reason of its confidential or special nature: staffing contract.
- 14 **Land At Comprigney Hill Steering Group**
Quotation for Specialist Survey/ Technical Study (APPENDIX H) Page 43
To **resolve** to accept the revised quotation.
- 15 **READMITTANCE OF THE PRESS AND PUBLIC**
Press and public will be permitted to re-join the meeting following the conclusion of the confidential item.
- 16 **DATE OF NEXT MEETING**
3 November 2025
- 17 **ITEMS FOR FUTURE MEETINGS**
Kenwyn Hill Playing Field Sublease Report, Padel Tennis report, final pond policy, Parks Department Service Plan, Condition Survey of Definitive Map Footpaths, TCC Vehicle Fleet Use of Alternative Fuels, Donkey Field Licence from Cornwall Council, Truro Public Cemetery Management Plan and Machinery And Equipment Schedule .



DAVID RODDA MBE

TOWN CLERK

TRURO CITY COUNCIL



CITY OF TRURO
Town Clerk

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Municipal Buildings
Boscawen Street
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MINUTES OF THE MEETING OF THE PARKS AND AMENITIES COMMITTEE HELD ON MONDAY 8 SEPTEMBER 2025 AT 7.00 PM IN THE COMMITTEE ROOM, FIRST FLOOR, MUNICIPAL BUILDINGS, BOSCAWEN STREET, TRURO

- PRESENT:** Councillors La Borde (Chairman), Douglas-Martin, Green, Rabey, Rich (Deputy Mayor), Southcombe, Tann and Tucker. Webb (Chairman of the Finance and General Purposes Committee), and Honorary Freeman Wells (Mayor).
- APOLOGIES:** Councillors Eathorne-Gibbons and Mepham.
- ABSENT:** None.
- ALSO IN ATTENDANCE:** Councillors Biscoe, Mrs Carlyon, and Swain. Richard Budge, Parks and Amenities Officer, Esther Greig, Deputy Town Clerk/RFO, and Cheryl Simpson, Committee Clerk.

1. **COUNCILLORS IN ATTENDANCE AND APOLOGIES** PK/25/591
The apologies were **noted**.

[Councillor Tann left the meeting at 19:01. Councillors Southcombe and Wells arrived in the meeting at 19:03.]
2. **DECLARATIONS OF INTEREST** PK/25/592
None.
3. **OPEN SESSION FOR ELECTORS OF TRURO RELATING TO ITEMS ON THIS AGENDA - VERBAL QUESTIONS** PK/25/593
None.
4. **MINUTES** PK/25/594
It was proposed by Councillor Rabey, seconded by Councillor Green, and **RESOLVED** that the Minutes of the Parks and Amenities Committee Meeting held on 8 July 2025 were a correct record and signed.
5. **CHAIRMAN'S REPORT** PK/25/595
The Chairman reported back on a meeting of local residents from the Newbridge Lane area she had attended with the Parks and Amenities Officer and Community Development Officer. Dogs had been digging holes in the areas of park identified to be used as a football pitch for Grasshoppers Youth Football Teams and a notice had been posted up on site saying that if this continued the area would have to be fenced. A number of local residents expressed concern about the notice and about car parking in the locality. Concerns about the notice were allayed and the dates of football fixtures were shared. The football club would carry out repairs for training and matches with the soil provided by the Parks Department. The Chairman, in

her role as Cornwall Councillor, was in the process of raising the parking issues with Cornwall Council, the Highways Authority.

6. CORRESPONDENCE

PK/25/596

a. Copy of Privy Council Order dated 9 July 2025 closing Kenwyn Parish Church Churchyard
Noted.

b. Five emails of appreciation for the Parks Team
Noted.

PK/25/597

c. Letter dated August 2025 from Cornwall Council regarding Enhanced Local Maintenance Partnership Grant for 2025 – 2026

PK/25/598

The Parks and Amenities Officer reported that footpaths were graded bronze, silver and gold by Cornwall Council and in the past Truro City Council or its contractor maintained the paths in its area. He undertook to carry out a condition survey and report back to a future meeting.

During a wide-ranging discussion issues were highlighted including Chainwalk Drive (hedge in poor condition), footpath from Moresk Road to Treffry Road (fence in poor condition by steep drop) and Tregurra Lane (encroaching gorse). Members' attention was drawn to Cornwall Council's Definitive Map which displayed paths in detail.

It was proposed by the Chairman, seconded by Councillor Tann, and **RESOLVED** that the Parks and Amenities Officer be requested to report to a future Committee meeting on an application for funding after undertaking a condition survey of the paths on Cornwall Council's Definitive Map for footpaths.

PK/25/599

[Councillor Tann returned to the meeting at 19:12.]

7. Q1 EXPENDITURE TO BUDGET SUMMARY 2025-26

PK/25/600

[In a change to the agenda this item as considered before Item 8 Initial Condition Survey of Leats System.]

The Deputy Town Clerk/RFO presented her report and tabled a copy of Premises Repair and Maintenance transactions 01.04.25 to 05.08.25. A number of items miscoded to this budget would be corrected. Questions were asked and answers provided. There would be a report to a future meeting on the use of \$106 funds held for Newbridge Lane. The contents of the report were noted.

It was proposed by Councillor Rabey, seconded by Councillor Tann, and **RECOMMENDED to the Finance and General Purposes Committee and Council** that:

PK/25/601

1. s106 ear-marked reserves are managed as set out (to be considered in the overall Council Investment Strategy):

- Treffry, St. Georges and Beechwood - Invest funds from in CCLA property fund. £268,085.69. Long-term investment – review in 5-years. Dividends to be released towards maintenance costs
- Newbridge Lane - hold funds in CCLA deposit account until a capital spend and maintenance program has been agreed.

2. Boscawen Sports Hub match funding should be balanced to Community Infrastructure Levy (CIL) receipts.

It was also **RECOMMENDED to Council** that £30,000 for 2025-26 budget is placed in the vehicles ear-marked reserve.

PK/25/602

[The Deputy Town Clerk/RFO left the meeting at 20:04. Councillor Green left the meeting at 20:04 and returned at 20:06.]

8. INITIAL CONDITION SURVEY OF LEATS SYSTEM

[In a change to the Agenda this item was considered after Item 7 Q1 Expenditure to Budget Summary 2025-26.]

The Parks and Amenities Officer presented a condition survey report to the Committee together with a recommended schedule of works with guesstimated costs. It was noted that doing nothing was not an option, action was required to address the complex issues raised in the report. Following a lively discussion during which questions were asked and answers given:

It was proposed by Councillor Rich, seconded by Councillor Tann, and **RECOMMENDED TO FULL COUNCIL** the following schedule of works:

PK/25/603

Section of Leats	Description	Estimated Budget
1	Raise height of catchment tank and make alterations to the grill feeding into the bubble pool. This would require a financial contribution to the Environment Agency to encourage them to carry out the work.	£7,500
2	Option 2 Dry up, dredge out and find out where leaks are coming from. Carry our repairs to the leaks and undertake slurry tanking (waterproofing). (In-house)	£15,500
3	Re-render and de-sludge all manhole covers in the city centre.	£14,500
4	Encourage Cornwall Council to relevel, repoint and to maintain the Leats channels in city centre.	nil

9. REVIEW OF EXISTING PLANTING STRATEGY

The Parks and Amenities Officer sought guidance from the Committee in order to undertake an options analysis of different planting strategies for Truro City Council in order to reduce the cost and carbon impact of the planting programme whilst also maintaining the quality of displays. During a lively debate the evolving changes to the Council's planting strategy over the past thirty years were applauded. It was also noted that the initial results of a public consultation on priorities for the Council revealed that the Council's parks, gardens and open spaces were very popular.

- It was proposed by Councillor Rich, seconded by Honorary Freeman Wells, and **RECOMMENDED** that the status quo of the Council's current planting strategy be maintained and continued. **PK/25/604**
- 10. REQUEST FOR ST PETROC'S MEMORIAL GARDEN** **PK/25/605**
 It was proposed by Councillor Rich, seconded by Councillor Southcombe, and **RESOLVED** that (a) in principle, St Petroc's Charity install a memorial garden at the junction of City Road and Infirmary Hill and (b) the Parks and Amenities Officer discuss the potential location with St Petroc's Charity and report back to a future meeting as necessary.
- 11. WORKING GROUP AND SUB-COMMITTEE** **PK/25/606**
Truro Nature Recovery Forum
 a. The minutes of the Forum meeting held on 24 July 2025 were **noted**.
 b. The minutes of the Forum meeting held on 4 September 2025 were **noted**.
- 12. STANDING ITEMS**
- a. Boscawen Park - Dredging of Swanpool – Update **PK/25/607**
 The update was **noted**.
- b. Towns Fund Deal Boscawen Park Sports Hub Project and Pitch Improvement Works Update **PK/25/608**
 The update report was **noted**.
- c. Swing Bridge Project Update **PK/25/609**
 The Committee **noted** the update report.
- 13. INFORMATION ITEMS**
- The Parks and Amenities Officer reported that following a tree survey a large Poplar tree suffering Ganoderma and a Copper Beech with Meripilus needed to be removed from Boscawen Park. There would also be a report to a future meeting on the proposed health hub at Boscawen Park. The Parks and Amenities Officer's report was **noted**. **PK/25/610**
- It was proposed by Councillor Wells, seconded by Councillor Tucker, and **RESOLVED that** (a) the report be noted and (b) the new bench to be installed by the Council on behalf of Kenwyn Community Association (KCA) at the bus stop in Chainwalk Drive near the junction with Higher Trehaverne be added to the Council's list of maintained benches and further notes that KCA will reimburse the Council for any associated installation and maintenance costs. **PK/25/611**
- 14. DATE OF NEXT MEETING** **PK/25/612**
 6 October 2025.
- 15. ITEMS FOR FUTURE MEETINGS** **PK/25/613**
 Kenwyn Hill Playing Field Sublease Report, Padel Tennis report and final pond policy, Parks Department Service Plan, use of S106 funds held for Newbridge Lane, and proposed health hub at Boscawen Park report.

The meeting closed at 21:08.

 CHAIRMAN



Report to:	Parks and Amenities Committee	
Date:	6th October 2025	
Title:	Truro Wellbeing Hub	
Authors, Roles and Contact Details:	David Rodda, Town Clerk, Truro City Council clerk@truro.gov.uk	
Approval and clearance obtained from chair of committee:	Y	
Urgency Procedure(s) used? If yes include rationale.	N	
Recommendations to Finance and General Purposes Committee That it recommends to Council that it should support the proposal to develop the Truro Wellbeing Hub at Boscawen Park and delegate responsibility to the Town Clerk to progress discussions with the Lander and Three Spires Medical Practices to develop a final business case for consideration.		

1 Executive Summary

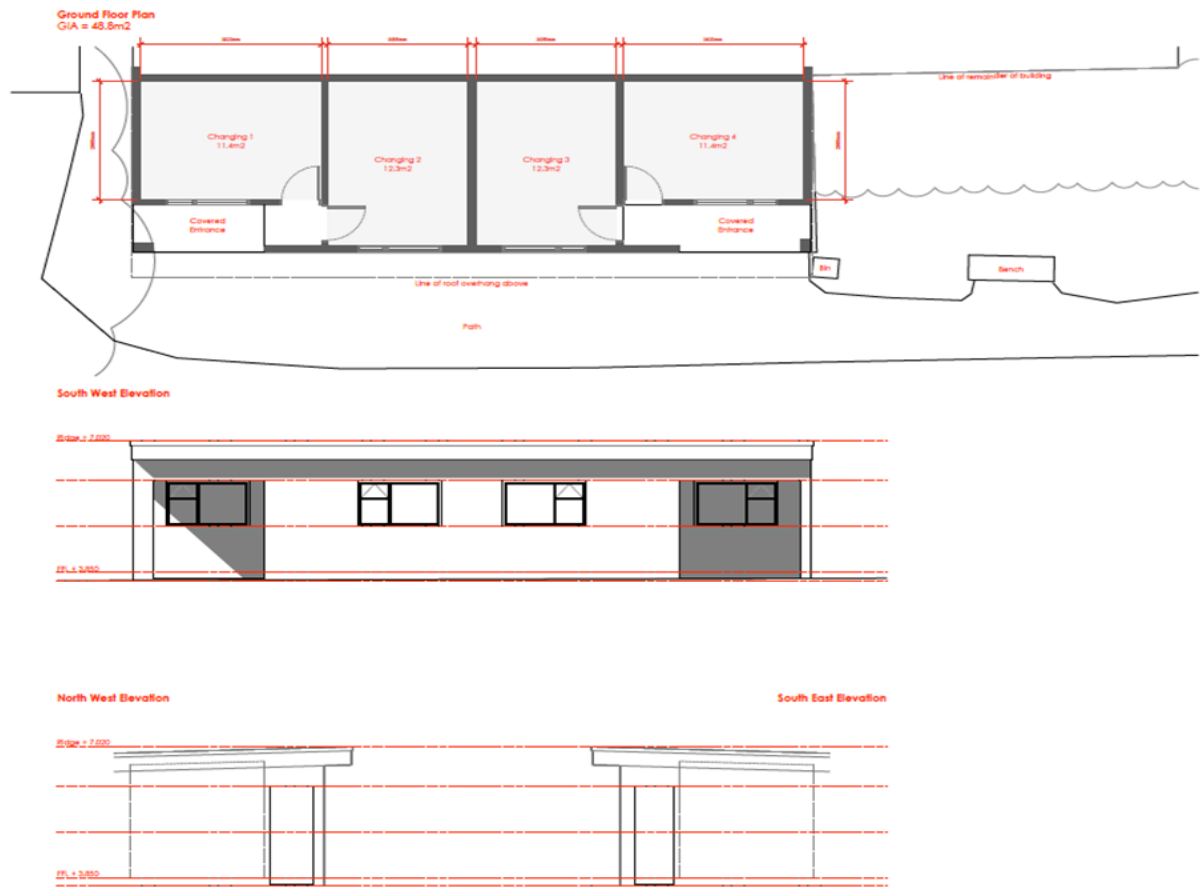
- 1.1 Mental health and wellbeing are rightly given increasing importance and focus. With approximately 2.8m people nationally being unable to work owing to sickness in 2022, two of the leading causes were depression and broader mental illness (282,000 and 313,000 respectively). In short, large numbers of people are affected by mental ill health and the impact on their lives is wide reaching.
- 1.2 In Truro, this has translated into more patients needing support both with their mental ill health but also in addressing other factors in their lives that compound or ease their illness experience. The recent socio-economic analysis of Truro has highlighted mental health as one of the key issue to be addressed and while traditional models of care incorporating GPs, Talking Therapies and Community Mental Health Teams have their role, a more holistic approach is crucial to meet the needs particularly of those 'gap' cohorts who have fallen between services; too unwell for primary care, but not sufficiently high risk for CMHT support.
- 1.3 The Lander and Three Spires Medical Practices have already identified mental health care in the community as a real focus for their teams and a combination of factors around local provision, staff movements and changes have meant that at times the service has felt fragmented, and patients have risked suffering as a result.
- 1.4 In this time, their approach has evolved, still incorporating traditional modalities of treatment but extending well beyond and they have expanded their team and broadened their approach in line with best practice. In order to extend the support on offer examples such as the Dracaena Centre in Falmouth as well as other nationally renowned exemplars have been studied to identify alternative approaches that could be delivered in Truro.

- 1.5 Shifting from clinical consulting rooms to a more mental health and wellbeing conducive environment, surrounded by green space and waterways is the vision. The two medical practices behind the Truro Wellbeing Hub initiative already have a team of Social Prescribers, Mental Health Practitioners, Health and Wellbeing Coaches and Community Health and Wellbeing Workers already employed by Truro PCN using ARRS funding (Additional Roles and Reimbursement Scheme) but they lack a suitable location.
- 1.6 The proposed Truro Wellbeing Hub at Boscawen Park will therefore enable these teams to work cohesively although independently and enhance the service to patients by bringing their skills into the community. Dr Mark Morris, who has been a pioneer for the work in Falmouth, joined the team in July 2025 to assist with the expansion of our existing wellness team and the setup of services that can be offered from the Hub.

2 Purpose of Report and key information

- 2.1 It is predicted that the Truro Wellbeing Hub will be a transformative addition to Truro, fostering a culture of health and wellness with a broader vision extending well beyond the confines of traditional mental illness healthcare provision.
- 2.2 The two medical practices involved are committed to delivering a high-quality, impactful wellbeing centre that will have a direct impact on getting people back into work or staying in work so will have an economical benefit for Truro as well as the wider Cornish economy. The activities delivered at the hub will help to improve the social wellbeing of residents and this will have an impact on the communities supported and this will filter down to domestic family lives, relationships and may also reduce anti-social behaviour in our communities.
- 2.3 In order to deliver the Wellbeing Hub a location is required as whilst the Medicals Practices have the staff available, they do not have the location for the wellbeing hub facilities itself. As a location adjacent to green and open spaces would be preferred and following discussions with Truro City Council staff it was identified that with the construction of the new Community Sports Hub at Boscawen Park the existing changing rooms would become available for alternative use. See pictures below:-





2.4 Initial work has been undertaken by Kast Architects to reimagine how the space could be used to accommodate the Truro Wellbeing Hub. The design is intended to draw on the design parameters of the Community Sports Hub in order to create a continuation of the design cues throughout Boscawen Park.





2.5 The use of space at Boscawen is being seen by the Medical Practices as a long-term investment into the support and care that Truro's population with a longer-term goal of ensuring a more sustainable health system for the future of Truro. The people visiting and engaging with the Hub project will be limited to those registered within the 2 GP surgeries residing within the City of Truro as the vision is not to open this as a county wide project for the foreseeable future.

3 Benefits for Customers/Residents

- 3.1 As a Primary Care Network, the proposers of this project strive to provide the help residents deserve when they are unwell. By helping to facilitate initiatives and activities to ensure the people of Truro can therefore enjoy lives as unencumbered by illness as possible and to take control of their wellbeing and wellness.
- 3.2 The proposers of the project see this space as pivotal to enhancing the social well-being of the city. It is well positioned in Truro to function as a centre for the wellbeing of Truro patients, supported by those that are already employed in their specific roles. A visible hub for physical and emotional health will have a real impact on the daily lives of the residents of Truro. Improved emotional and physical health will also have wider benefits on the community and individual families, with more people being able to get back into work or remain in employment through periods of difficulty.

- 3.3 The Wellbeing Hub offers a unique opportunity to establish a physical presence supported by capable, experienced professionals in which residents can enjoy leisure time in green spaces, as a destination rather than just transitional spaces. In the ongoing quest to ensure safe spaces for residents to enjoy nature and social interaction, creating a positive vision for how the space can be used is critical. The Wellbeing Hub could be a valuable part of this broader strategy along with established uses of sporting and leisure.
- 3.4 A collaboration between Truro City Council and Truro Integrated Neighbourhood Team would pave the way to a high impact facility for residents from which a wide range of inclusive activities will arise. Funding has already been secured from the Integrated Care Board to progress the concept so any commitment in kind from the Truro County Council (e.g. time committed to collaboration) would effectively constitute match funding, with a multiplier effect.
- 3.5 The Wellbeing Hub will complement existing leisure activities going on, with an inclusive space in which people will be able to learn about their own wellbeing as well as undertake activities targeted to improve their mental health and wellness. It would also facilitate the reuse of an existing building which would have a lower Carbon impact than a new build.

4 Relevant Previous Decisions

- 4.1 An outline of the Truro Wellbeing Hub was considered by the Parks Committee at their meeting on the 17th of June 2025. The Committee sought clarity on a number of issues and invited the Medical Practices in Truro to submit a more detailed proposal. The responses to the concerns raised at this meeting are as follows:-
- 4.2 **Travel Plan** - ensuring accessibility for all residents of Truro and the Truro Boundary areas in is important. This will be addressed by:-
- Walking and Cycling - Boscawen Park is centrally located with good pedestrian and cycle routes. We will encourage active travel and provide clear direction for patients to and from the park.
 - Public Transport - The Hub will promote the use of Truro's bus network. We will liaise with local providers to ensure up-to-date timetable information is available for service users. There is currently a regular bus service in operation from various areas of Truro to support access to the HUB - [484-timetable-20250420-43716fe5.pdf](#)
 - Parking - There is some on-site parking at Boscawen Park available for those with mobility issues and for visitors unable to travel by alternative means. We will promote car sharing and active commutes among staff to reduce emissions.
 - Accessibility - Wheelchair access will be ensured throughout the premises.
 - Travel support information will be provided for patients referred to the Hub.

4.3 Referral into the Hub - will be straightforward and inclusive:

- GP and PCN Team Referrals - Patients can be referred directly by their GP, Social Prescriber, Mental Health Practitioner or Wellbeing Coach.
- There will also be the option for Self-Referral. The Hub will operate a self-referral process, enabling residents to contact the Hub directly without the need for a GP appointment.
- Community and Partner Organisations - Referrals will also be accepted from partners including Healthy Cornwall, Volunteer Cornwall, Schools, Charities, and Council services.
- Triage Process - All referrals will undergo a light-touch triage to ensure that individuals are directed to the most appropriate service within the Hub or partner network.
- 1-hour appointments for 6-8 patients per day per therapist = 18-24 patients per day plus any group work/activities.

4.4 Safeguarding - will be a central pillar of the Truro Wellness Hub:

- Policies - The Hub will follow NHS safeguarding protocols for both adults and children, aligned with Cornwall Council safeguarding guidelines.
- Training - All staff and volunteers will receive regular safeguarding training, including recognising signs of abuse, neglect, and exploitation.
- Designated Safeguarding Leads - At least one Designated Safeguarding Lead (DSL) will always be available during operating hours for escalating Safeguarding concerns.
- Safe Spaces - Confidential consulting rooms will ensure privacy and dignity for sensitive conversations.
- Escalation and Reporting - Clear escalation routes to statutory services will be in place for any safeguarding concerns.
- The PCN appreciates the need for safeguarding for park users. We do not anticipate any more risk to members of the public from the situated Wellness HUB than currently stands and would work with local authorities to ensure this risk remains low.

4.5 Activities - the Hub will provide a broad programme of wellbeing activities tailored to community needs:

- Mental Health & Wellbeing Support
- Group therapy sessions
- 1-1 counselling
- Peer-support groups
- Physical Activities
- Weekly walking group in Boscawen Park
- Chair-based exercise and mobility sessions
- Yoga and mindfulness classes
- Family & Youth Engagement
- CAMHS in the WILD programme
- Creative workshops for children and young people
- Parenting and family wellbeing support
- Community Skills and Hobbies

- Gardening and vegetable growing projects
- Arts, crafts, and creative therapy
- Health Promotion
- Nutrition and cooking workshops
- Lifestyle medicine and metabolic health education
- Smoking cessation and substance misuse support

- 4.6 The Wellbeing Hub will provide a space for the 'Gap' Population and is not intended to act as a treatment centre for Serious Mental Illness (SMI patients). It is not anticipated that SMI services users will need to access the Wellness HUB as they will still be able to access the Community Mental Health Teams for support.
- 4.7 The vision for the Wellbeing Hub is to provide a holistic approach to mental health by joining the dots between NHS, local authority, third sector services and our diverse community; providing a range of specialist treatments, self-help and wellbeing options that are easy to access and focus on both the needs and strengths of each individual.

5 Consultation and Engagement

- 5.1 The Medical Practices have been working closely with Truro City Council's Community Development Officer as part of the Integrated Neighbourhood Teams project. His knowledge of the community and linking grass roots projects, real community needs and then the engagement with "traditional" health services has proved invaluable in assisting with the design of the project to date in order to ensure that it has the best overall outcomes for the community of Truro as a whole.
- 5.2 The 2026 to 2030 Truro City Council Strategy has identified "Community" as one of its key objectives and beneath this it has identified "developing and supporting a wider range of inclusive community groups" and the "need to promote improved community cohesion" as two key priorities. Furthermore, under its "Economy" objective it has also identified the "need to address the underlying causes of deprivation" as a priority. Mental Health is identified as one of these underlying causes.
- 5.3 Given the prevalence of mental health issues in the population the proposed Wellbeing Hub would therefore contribute to at least 2 objectives of the Truro City Council 2026 to 2030 strategy.

6 Financial Implications of the proposed course of action/decision

- 6.1 The Medical Practices involved will fund all costs relating to the refurbishment of the old changing rooms in order to create the Truro Wellbeing Hub. These are estimated to be in the region of £200,000 (subject to surveys and final designs).
- 6.2 They will also pay all on-going revenue costs such as electric, water, heating, rates, etc. If Truro City Council cannot use its permitted development rights to support the conversion of the building, they will also fund all costs relating to obtaining planning permission.

- 6.3 In return they are seeking a minimum 10 year lease on a peppercorn rent as whilst they can access the capital funding to support any refurbishment costs, the on-going revenue funding model is constrained.
- 6.4 Direct costs to Truro City Council of the Wellbeing Hub itself are therefore limited. However, as the changing rooms are part of the same building as the parks team crib room, toilets, office and store there are likely to be costs incurred to ensure segregation of utilities and as a single flat roof spans both the existing changing rooms that will be repurposed and the area used by the parks team any work to replace the roof (which is sound but has a limited lifespan and is not insulated) would need to be done in one go.
- 6.5 Therefore, there is likely to be a small cost to Truro City Council for these works, and these will need to be quantified as part of the detailed survey and design work and be included in the detailed business case that will need to be developed before a final decision is made about whether to proceed.
- 6.6 There will also be a small cost for the lease to be created for the property to facilitate the change of use and theoretically there is also an income forgone cost if the changing rooms were to be rented out for commercial purposes. However, the only other alternative use identified so far, is storage for the Parks Dept for which no rent would be received.

It is also likely that the operations of the Wellbeing Hub will generate demand for the rooms available for hire in the New Community Sports Hub which will generate additional income.

7 Legal/Governance Implications of the proposed course of action/decision

- 7.1 The only legal implication is the requirement to put a lease in place between Truro City Council and the Medical Practices that will operate the Wellbeing Hub.

8 Risk Implications of the proposed course of action/decision

- 8.1 The primary risk is the failure of the Truro Wellbeing Hub once operational. This is deemed a low risk as the Medical Practices involved are making a significant financial investment and would not be doing so if they did not have confidence in the underpinning business model. The lease for the property will also clarify that in the event of failure the building is returned to Truro City Council at no cost.
- 8.2 There is also a reputational risk relating to how residents feel about a wellbeing hub being located in what is currently a leisure/amenity park. A clear communications policy that outlines the need for the facility and the types of activity that will take place will be required to address this.
- 8.3 If planning permission is required, this might lead to objections being received, so as part of the development of the business case, community consultation will need to be undertaken.

9 Options available

- 9.1 **Do nothing** - do not find any alternative use for the changing rooms. This option has been discounted as it would not be an optimal use of resources and would soon lead to the building falling into a state of disrepair.

9.2 **Repurpose the Changing Rooms into storage/workshops for the Parks Department** - this option would require minor works to be undertaken which could be accommodated within the Parks Capital budget. This option has been discounted as there are other options for reconfiguring the depot to accommodate the additional storage/workshop need. This option would also make no contribution to the objectives of the 2026 to 2030 Strategy. However, it remains a fall-back option if the business case for the Wellbeing Hub cannot be proven.

9.3 **Repurpose the Changing Rooms to create the Truro Wellbeing Hub – Recommend Option** – the socio-economic evidence clearly demonstrates that poor Mental Health is one of the underlying causes of deprivation in the Parish of Truro. Therefore, supporting an initiative designed to directly address this important issue will demonstrate leadership and partnership working. It will also address objectives and priorities identified in the 2026 to 2030 Truro City Council strategy. Reusing an existing building for this purpose will also be less Carbon intense than a new build facility and through its activities will also see more people using Boscawen Park throughout the year.

10 Supporting Information (Appendices)

10.1 N/A

11 Approval and clearance

All reports:

Final report sign offs	This report has been cleared by (or mark not required if appropriate)	Date
Town Clerk		22/09/25
Deputy Town Clerk (Finance and HR)	Esther Greig	20.9.25



Report to:	Parks and Amenities Committee	
Date:	06.10.24	
Title:	Three Year Costed Maintenance and Capital Plan	
Authors, Roles and Contact Details:	Richard Budge, Parks and Amenities Officer, Truro City Council richard@truro.gov.uk	
Approval and clearance obtained from chair of committee:	N/A	
Urgency Procedure(s) used? If yes include rationale.	N/A	
Recommendation(s) To resolve an initial maintenance and capital plan that can be used to inform the 2026/2027 budget setting process.		

1 Executive Summary

- 1.1 The initial maintenance and capital plan is presented to the Parks and Amenities Committee at its October meeting. This plan is used by Council to inform the 2026 /2027 budget setting process. Once agreed the Parks and Amenities Officer will use this information to develop a work plan for the Parks Department in 26/27.
- 1.2 Feedback from the Committee will help to shape the scale and scope of the capital plan and inform machinery purchase decisions and planned capital works before it is presented to Council.
- 1.3 Following the discussion in October an updated plan will be presented to the Committee at the next meeting prior to the final budget workshop in December 2025.

2 Benefits for Customers/Residents

- 2.1 Customers and local residents expect that the Council's maintenance and capital spending is planned in a timely manner and is set in the context of the work necessary to maintain safe operations, affordability and best value.
- 2.2 Capital works to the physical infrastructure (parks, and play equipment) help to ensure public safety and the quality of the parks offer to residents.

3 Relevant Previous Decisions

- 3.1 At its meeting on 10.10.24 a three year costed capital and maintenance plan was agreed subject to a report going to the following committee (Minute PK/24/643). Further information was provided to the Committee at its meeting on 04.11.24 Minute PK/24/786).

4 Consultation and Engagement

- 4.1 Each service committee is being asked to feedback to the development of the Council's maintenance and capital plans.

- 4.2 The initial findings of a public consultation on people's priorities revealed that 74% of respondents stated that parks, gardens and open spaces were of high importance and received a high satisfaction score. 13% of respondents felt that it should be a priority for investment and 24% of people living in residential areas felt that play areas and more things to do for young people would improve the quality of their residential area. 25% also wanted to see increased environmental and biodiversity investment.

5 Financial Implications of the proposed course of action/decision

- 5.1 As this is a forward plan there is no direct financial implication to this report. The Committee is requested to feedback thoughts in order to inform the scope and scale of the Council's maintenance and capital plans. The Committee will be requested to consider an updated plan at its next meeting on 3 November. Information received at this meeting will feed into the Budget Workshop on 8 December to which all councillors will be invited to attend.
- 5.2 Consideration of the plan at this stage of the financial year is good practice.

6 Legal/Governance Implications of the proposed course of action/decision

- 6.1 The Council monitors budgets on a quarterly basis in accordance with its financial regulations.
- 6.2 The Council has a statutory duty to provide allotments and cemetery provision

7 Risk Implications of the proposed course of action/decision

- 7.1 The major risk relates to failing to invest sufficient funding to ensure that funding is not allocated to maintain/repair and replace the parks capital assets.

8 Options available

- 8.1 **Do nothing** - Councillors might not provide feedback on the draft maintenance and capital plan. This would mean an opportunity missed to shape the plan. This could lead to unrealistic options being presented to Council for consideration.
- 8.2 **Provide feedback – chosen option** - on the draft capital and maintenance plans so that more detailed plans can be developed for consideration that are in line with the scope and scale of the Committee's ambitions.

9 Supporting Information (Appendices)

- 9.1 Maintenance and capital plan – Appendix 1.

10 Approval and clearance

- 10.1 All necessary approvals for this report have been obtained.

All reports:

Final report sign offs	This report has been cleared by (or mark not required if appropriate)	Date
Town Clerk (Required for all reports)	David Rodda	30/09/25
Deputy Town Clerk (Finance and HR) (Required for all reports)		

Boscawen Park					
Location	Issue	Resolution	Urgency	Estimate	Labour
Boscawen Park		Replace fencing around depot	3	£9,200	£1,400 CC
Boscawen Park		Remove wall behind boat shed	1	£1,300	£800 CC
Boscawen Park		Install height barriers to car park by cricket club	1	£1,800	£400 CC
Boscawen Park		Tarmac paths	1	£8,000	contract
Boscawen Park		Tree works	Ongoing	Unknown	
Boscawen Park		Boiler shed area to machinery store	2	£3,750	£1,250
Boscawen Park		Repairs to yard tarmac	3	£3,500	contract
Boscawen Park		Install further shed to take machinery on old tunnel site	3	£5,400	£2,700
Boscawen Park		Replace windows and doors to UVPC	3	£2,200	contract
Boscawen Park		Play equipment updates	3	Unknown	
Boscawen Park		Install roller doors at Boscawen Park sheds for security	3	£17,600	Contract

Now	Next	Later
		£ 9,200
1300		
1800		
8000		
	£ 3,750	
		3500
		5400
		2200
		17600
Total:	£ 11,100	£ 3,750
		£ 37,900

Victoria Gardens					
Location	Issue	Resolution	Urgency	Estimate	Labour
Victoria Gardens		Repairs to Hendra Wall	1	£4,100	£2,200
Victoria Gardens		Repaint art work on wall	1	£5,200	contract
Victoria Gardens		Repair wall at Dreadnought field	1	£820	£500
Victoria Gardens		Repair to wall at Leats	1	£560	£500
Victoria Gardens		Relocate RAM pump/ new pump system	3	£ 125,000	To get price
Victoria Gardens		Paint all fencing around Henda	2	£3,500	£2,500
Victoria Gardens		Install goal posts at Hendra	3	£820	contract
Victoria Gardens		Paint depot building	2	£750	£1,500
Victoria Gardens		Repairs to fish pond	2	£2,700	£1,800
Victoria Gardens		Tarmac works to paths	3	£8,000	contract
Victoria Gardens		Tree works	Ongoing	Unknown	
Victoria Gardens		Lay planings around rear yard	3	£2,200	£650
Victoria Gardens		Tarmac works to paths	3	£6,000	contract
Victoria Gardens		Seal waterfalls	3	£3,700	£1,750
Victoria Gardens		Seal Leats in house	2	£15,500	included

Now	Next	Later
£ 4,100		
£5,200		
£820		
£560		
		£ 125,000
	£ 3,500	
		£ 820
	£ 750	
	£ 2,700	
		£ 8,000
		£ 2,200
		£ 6,000
		£ 3,700
		£ 15,500
Total:	£ 10,680	£ 22,450
		£ 145,720

Truro Public Cemetery					
Location	Issue	Resolution	Urgency	Estimate	Labour
Truro Public Cemetery		Tarmac park works	2	£8,000	contract
Truro Public Cemetery		Fence along lower cemetery	2	£4,750	£2,200 CC
Truro Public Cemetery		Tree works	Ongoing	Unknown	
Truro Public Cemetery		New shed for digger/ dumper	3	£6,500	£2,700

Now	Next	Later
8000		
£ 4,750		
		6,500
Total:	£ -	£ 12,750
		£ 6,500

Idless Nursery					
Location	Issue	Resolution	Urgency	Estimate	Labour
Idless Nursery		Clear out drainage ditch	3	£850	labour
Idless Nursery		Cut back vegetation	2	£720	labour
Idless Nursery		Tarmac planings at rear of tunnels	3	£1,320	£650

Now	Next	Later
		850
	720	
		1320
Total:	£ -	£ 720
		£ 2,170

Other areas					
Location	Issue	Resolution	Urgency	Estimate	Labour
Other areas		Renumber all allotment plots	1	£820	£370 half done
Other areas		Repairs to footbridges at Countryside Ranger sites	2	£530	materials only + £620 labour
Other areas		Replace footbridge at Beechwood Parc	3	£6,750	£2,650

Now	Next	Later
£ 820		
	£ 530	
		£ 6,750
Total:	£ 820	£ 530
		£ 6,750

Report to:	Parks and Amenities Committee	
Date:	6th October 2025	
Title:	Use of Section 106 funds for Newbridge Lane	
Authors, Roles and Contact Details:	Richard Budge Parks and Amenities Officer richard@truro.gov.uk	
Approval and clearance obtained from chair of committee:	Y / N	
Urgency Procedure(s) used? If yes include rationale.	N	

Recommendation(s):

To discuss options for use of the S106 funds associated with Newbridge Lane

1 Executive Summary

1.1 Cornwall Council set up a Capital Grant Agreement with Truro City Council for the maintenance of the former Richard Lander School Playing Field Site on 16 October 2019. The purpose of the grant of £309,751.29 was to offset the cost of enhancing and maintaining the field ensuring provision of on-site open space.

2 Purpose of Report and key information

2.1 To decide what to do with the remaining £240,724.91 from the Capital Grant Agreement. The funds are currently being held in a CCLA deposit account until a capital spend and maintenance program has been agreed. Appendix 1- 4.2, it lists out the in Conditions of Grant in.

3 Benefits for Customers/Residents

3.1 We are maintaining the upkeep of the field, for use as a public amenity and recreation purposes. Appendix 1 – Schedule 3.

4 Relevant Previous Decisions

4.1 In meeting held on 8 September 2025 the committee considered the Q1 expenditure to budget summary 2025-26 report. They requested a report for funds held on S106 Newbridge Lane.

4.2 Planning Obligation PA12/10941

5 Consultation and Engagement

5.1 None.

6 Financial Implications of the proposed course of action/decision

6.1 Once the grant has been used up, we need to contribute the further funds. Appendix 1 – 2.3.

6.2 We have agreed to use the funds for the purpose of the grant. Appendix 1 – 4.2.1.

6.3 If field is not maintained or we do not keep the conditions of the contract, we will have to pay back the grant. Appendix 1 – 4.2.15.

7 Legal/Governance Implications of the proposed course of action/decision

- 7.1 If field is not maintained or we do not keep the conditions of the contract, we will have to pay back the grant. Appendix 1 – 4.2.15
- 7.2 We need to keep all financial records and other accounts, including architects' certificates, tenders, contracts, specifications permissions and consents, and receipts for items brought with the capital funding. Appendix 1 – 4.2.14.

8 Risk Implications of the proposed course of action/decision

- 8.1 We have agreed to keep play equipment and other assets purchased in good condition and repair. Appendix 1 – 4.2.2.

9 Options available

- 9.1 **Option 1 – Spend £50,000-£60,000 on improvements to the area and invest the rest and use dividends for maintenance** – recommended option
- 9.2 **Option 2 – Spend all the balance on improvements to the area and leave the maintenance costs as a burden to the taxpayer**
- 9.3 **Option 3 – Leave the money in investments and do not carry out any works to the area**
- 9.4 **Option 4 – Do nothing and risk having to pay the money back**

10 Supporting Information (Appendices)

- 10.1 Appendix 1 - Capital Grant Agreement

11 Approval and clearance

All reports:

Final report sign offs	This report has been cleared by (or mark not required if appropriate)	Date
Town Clerk (Required for all reports)	David Rodda	22/09/25
Deputy Town Clerk (Finance and HR) (Required for all reports)		

Dated 16th October 2019

(1) **THE CORNWALL COUNCIL**

- and -

(2) **TRURO CITY COUNCIL**

CAPITAL GRANT AGREEMENT

in respect of

The former Richard Lander School Playing Field Site

Prepared by
Andrew Ogalo, Solicitor (Commercial Contracts)
Cornwall Legal Services

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	Special Condition.....	
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	Purpose.....	

THIS AGREEMENT is made the *Sixteenth* day of *October* 2019

BETWEEN:

- (1) **THE CORNWALL COUNCIL of County Hall Treyew Road**, of Quarry House, Quarry Hill, Leeds LS2 7UE ("**Authority**"); and
- (2) **TRURO CITY COUNCIL** of the Municipal Buildings, Boscawen Street, Truro, TR1 2NE ("**Council**")

WHEREAS:

- (A) The Authority has exercised its under powers Local Government Act 1972 to transfer the Asset to the Council which the Council agrees to use for the Authorised Purposes (as defined in Schedule 3).
- (B) The Authority has further agreed to provide grant funding to the Council (Capital Grant) for the Purposes of the Capital Grant (as defined below).
- (C) The Authority has powers under the Localism Act 2011(power of competent), Local Government Act 1972 (land transaction) and Local Government Act 2003 (expenditure) to enter into this Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following expressions shall have the following meanings:

Agreement	this Agreement and all documents supplemental to it.
Asset	Playing Field at Newbridge Lane, Truro, with title number, CL203349;
Authorised Purposes	purposes for which the Asset shall be used, as more particularly detailed in Schedule 3;
Capital Grant	The total sum of Three Hundred and Nine Thousands, Seven Hundred and Fifty-One Pounds and Twenty Nine Pence (£309,751.29);
Disposal	any dealing whatsoever with the Asset including a disposal by way of transfer whether or not for consideration sale charge assignment letting or underletting surrender parting with possession or sharing occupation of the whole or any part of the Asset otherwise than agreed in writing by the Authority and "Dispose" shall be construed accordingly;
Disposal Costs	all agents' fees and legal costs and expenses reasonably and properly incurred by either party in selling the Asset;
Interest Rate	two per cent (2%) above the base rate of Barclays Bank plc at the relevant time;
Insured Risks	fire explosion lightning impact flood storm or tempest frost earthquake subsidence landslip groundswell or heave riot or civil commotion bursting and overflowing of water tanks apparatus and pipes boiler heating plant or equipment discharge from sprinklers

malicious damage aircraft and other aerial devices and items dropped from them leakage Asset owners' third party liabilities and such other risks as the Authority may from time to time require to be covered;

Market Value the market value of the Asset at the relevant time, as determined by the Valuer in accordance with clauses 3.2, 3.4 and (if relevant) 4.1.4.3;

Market Value Increase any increase in the Market Value of the Asset between the date of this Agreement (as documented in the agreed transfer of title to the Asset between the Authority and the Council) and the date on which the Market Value is determined by the Valuer in accordance with this Agreement to the extent that such increase is as a result of the expenditure of the whole or part of the Capital Grant;

Purpose of the Capital Grant to enhance and maintain the Asset to offset the shortfall in the provision of on-site open space .

Repayment Event any one or more of the following:

- (i) the Council Disposing of the whole or any part of the Asset;
- (ii) subject to clause 3.7, the Asset not being used for a period of six (6) months or more for the Authorised Purposes;
- (iii) the Asset or any part of it being used by the Council at any time for any use or purpose other than for the Authorised Purposes;
- (iv) any remediable material breach by the Council of any of the provisions of this Agreement which the Council fails to remedy within a reasonable time of notice given by Authority specifying the breach;
- (v) any irremediable material breach by the Council of any of the provisions of this Agreement; and
- (vi) it becoming unlawful or impossible for the Council to perform and observe any of its obligations under this Agreement.

Valuer an independent valuer who is a member or fellow of the Royal Institution of Chartered Surveyors, who may be the District Valuer for the area in which the Asset is situated and who has been suggested by the Council and approved by Authority (such approval not to be unreasonably withheld).

1.2 In the interpretation and construction of this Agreement:

1.2.1 words importing the singular number only shall include the plural number and vice versa and where there are two or more persons included in the expression "the Council" obligations contained in this Agreement which are

expressed to be made by the Council shall be deemed to be made by such persons jointly and severally;

- 1.2.2 any reference to any Act of Parliament shall include any modification extension or re-enactment thereof for the time being in force and shall also include all instruments orders and regulations for the time being made thereunder or deriving validity therefrom;
- 1.2.3 any reference to a statutory regulatory or registration body or authority shall include any successor body or authority or replacement from time to time performing the same or similar functions.
- 1.2.4 the headings in this Agreement are inserted for convenience only and shall be ignored in construing the terms and provisions hereof;
- 1.2.5 reference to a clause or schedule without further definition shall be reference to the appropriately numbered clause or schedule of this Agreement.

2. CAPITAL GRANT PAYMENT

- 2.1 The Authority hereby agrees pursuant to its powers under Localism Act 2011, Local Government Act 1972 and Local Government Act 2003 to pay the Capital Grant to the Council for the Purposes of the Capital Grant.
- 2.2 The Authority shall pay the Capital Grant to the Council in full in cash or cleared funds by no later than the date on which legal title to the Asset is transferred to the Council.
- 2.3 The Council shall contribute any further monies required in connection with the Purpose of the Capital Grant, once the Capital Grant has been expended.
- 2.4 The Council hereby agrees to expend the payments made to it under clause 2.2 to fulfil the Purposes of the Capital Grant.
- 2.5 Schedule 3 shall apply to the Asset and the Capital Grant.

3. REPAYMENT

- 3.1 Subject to clause 3.3 upon the occurrence of a Repayment Event the Council will pay to the Authority (or upon request to any other body nominated by the Authority) an amount equal to the Market Value Increase provided that where the Repayment Event is a Disposal in accordance with paragraph (i) of the definition of Repayment Event, the parties shall be entitled to deduct the Disposal Costs from the gross sale proceeds prior to any apportionment of the net sums received between the parties.
- 3.2 The Market Value Increase and the relevant apportionment shall be determined at the date at which the relevant Repayment Event occurred.
- 3.3 The Authority may waive (in its absolute discretion) its right to repayment under clause 3.1 in respect of any particular Repayment Event. Notwithstanding a waiver in respect of any Repayment Event, the Authority shall remain entitled to repayment in respect of each and every other Repayment Event which may occur or have occurred (whether before or after the particular Repayment Event which has been so waived).
- 3.4 The Market Value and the Market Value Increase shall be determined by the Valuer acting as an expert. The Council shall procure, on behalf of both parties and as soon as reasonably possible following a Repayment Event, that the Market Value and the Market Value Increase shall be determined by the Valuer strictly and demonstrably in accordance with this Agreement and notified to both parties (within a report addressed to both parties) and save in the case of manifest error the Valuer's determination shall be final and binding on both parties.

- 3.5 Subject to clause 3.7 the repayment referred to in clause 3.1 shall be made within twenty eight (28) days of the Valuer notifying the parties of his determination together with interest from the date of the relevant Repayment Event until the date of actual payment at the Interest Rate.
- 3.6 On full repayment pursuant to this clause 3 this Agreement shall automatically determine but without prejudice to any right of action of either party in respect of any breach by the Council of the terms of this Agreement.
- 3.7 Where a Repayment Event occurs in accordance with paragraph (ii) of the definition of Repayment Event only, the Council shall not be required to make a repayment in accordance with clause 3.1 unless the Asset has not been used for a continuous period of twenty four (24) months or more for the Authorised Purposes **PROVIDED THAT** the Authority (in its reasonable discretion) is satisfied that the Council has and/or is complying with its obligation in clause 4.1.5.

4. CONDITIONS OF GRANT

- 4.1 The Council hereby covenants with the Authority:
- 4.1.1 At all times to use or use reasonable endeavours to procure that the Asset is used for the Authorised Purposes and no other purposes;
- 4.1.2 To perform and observe in all material respects all the covenants and other obligations of the Council contained in schedule 1;
- 4.1.3 To procure that all permissions, consents, licences, approvals, certificates, permits, statutory agreements and authorisations required in connection with the Authorised Purposes are obtained and maintained;
- 4.1.4 Where the Council proposes to carry out any improvements to the Asset that it reasonably considers should be taken into account when calculating the amount payable to the Authority in accordance with clause 3.1 of this Agreement, the following provisions will apply:
- 4.1.4.1 The Council will prior to carrying out such improvement works obtain the prior written approval of the Authority (such approval not to be unreasonably withheld or delayed);
- 4.1.4.2 If the Authority approves the proposed improvement works and agrees that these should be taken into account when calculating the amount payable to Authority in accordance with clause 3.1, the parties shall enter into a memorandum to record the Council's additional financial contribution to the improvement;
- 4.1.4.3 The Authority may, where it is reasonable to do so, require the Council to instruct the Valuer on behalf of both the Authority and the Council to confirm the Market Value of the Asset immediately prior to the carrying out of such improvement works (such confirmation to be addressed to, and for the benefit of both the Authority and the Council). The Market Value ascertained will be recorded in the memorandum referred to in clause 4.1.4.2, so that this can be taken into account by the Valuer on any subsequent repayment under clause 3.1. The cost of such valuation shall be shared equally between the parties;
- 4.1.5 If a Repayment Event occurs in accordance with paragraph (ii) of the definition of Repayment Event, the Council must promptly commence and continue to consult with the Authority to agree a proposal for how the Asset can (a) continue to be used for the Authorised Purposes or (b) be sold and

the sale proceeds or part of them be used to fund the acquisition and/or development of an alternative asset which can then be used for the Authorised Purposes.

- 4.1.6 If the parties are unable to reach agreement having consulted pursuant to the provisions of clause 4.1.5 despite each party acting in good faith and using reasonable endeavours to do so, the Council will make the repayment referred to in clause 3.1.
- 4.1.7 Subject to clause 9.1, to keep the Authority fully indemnified in respect of any material breach or non-observance of the covenants contained in this clause 4 or schedule 1.
- 4.2 The Council understands and agrees to the following:
 - 4.2.1 The Council shall use the Capital Grant for exactly the Purpose of the Capital Grant;
 - 4.2.2 The Council shall use reasonable endeavours to keep any play equipment or other assets that it has bought with the Capital Grant in good repair and shall undertake maintenance of the same as the Council reasonably considers necessary;
 - 4.2.3 The Council undertakes to ensure, at its own cost (once the Capital Grant has been expended), that any play equipment or other assets bought with the Capital Grant are properly maintained in accordance with clause 4.2.2 throughout their life without recourse to the Authority;
 - 4.2.4 The Council shall not sell or dispose of any play equipment or other assets that it has bought with the Capital Grant without first receiving the Authority's consent in writing. If the Council sells any such play equipment or assets, then the Council shall pay the Authority part of the money the Council receives from it or, spend the money on the Purposes of the Capital Grant. The amount the Council repays will be in direct proportion to the parties' respective share of amounts invested in such play equipment or other assets up to the point of disposal;
 - 4.2.5 The Council shall not use the Capital Grant to pay for goods or services that the Council buys or orders prior to coming into force of this Agreement;
 - 4.2.6 If the Council obtains funding from another source for the purpose set out in this Agreement, the Council shall inform the Authority immediately. The Council understands that it might need to repay all or part of the Capital Grant in these circumstances;
 - 4.2.7 The Council certifies that the Capital Grant shall not be used for the discharge of the Council's other statutory duties other than those falling in scope of the Purpose of the Capital Grant;
 - 4.2.8 The Council shall comply with any relevant legislation that affects the way the Council carries out the Authorised Purposes;
 - 4.2.9 The Council shall acknowledge the Capital Grant in the Council's annual report, in the accounts that cover the period of the grant and in any publicity materials the Council produces about the Authorised Purposes. The Council shall supply copies of these documents to the Authority if requested;
 - 4.2.10 The Authority may use the Council's name and the name of the Asset in its own publicity materials, subject to prior approval of the Council (not to be unreasonably withheld);

- 4.2.11 The Council agrees, to comply with the provisions of Data Protection Act 2018, to the extent relevant, in relation to the exercise of its rights and the performance of its obligations under this Agreement;
- 4.2.12 The Council shall monitor the Asset and the Authorised Purpose and submit to the Authority reports and statements in relation to the same as may be reasonably required;
- 4.2.13 The Council understands that the Authority will not increase the Capital Grant if the Council overspends;
- 4.2.14 The Council shall keep all financial and other records and accounts, including architect's certificates, tenders, contracts, specifications, permissions and consents, and receipts for items bought with the Capital Grant. The Council shall make these available to the Authority if requested. The Council understands that this does not release the Council from its legal responsibility to keep records;
- 4.2.15 The Authority may hold back part of the Capital Grant or ask the Council to repay the Capital Grant, in whole or part, if the Council is in material breach of its obligations under this Agreement;
- 4.2.16 The Council accepts that the Authority and its employees shall have no liability for the acquisition or use or disposal of any equipment or other assets bought with the Capital Grant; and
- 4.2.17 The Authority may disclose any of the information in the application or associated documents pursuant to the Freedom of Information Act 2000.

5. MONITORING

- 5.1 The Council will keep proper records in relation to the Asset and the Authorised Purposes. The Council will allow the Authority's representatives to inspect all such records or will supply copies on reasonable request.
- 5.2 On reasonable request by the Authority the Council shall carry out an annual review of the Asset and the Council shall provide such information as the Authority may reasonably require in connection with the review. A written report of the review should be prepared by the Council and a copy of the report forwarded to the Authority within twenty eight (28) days of each review.

6. ASSIGNMENT AND SUB-CONTRACTING

- 6.1 The rights and obligations of the Authority under this Agreement are freely assignable.
- 6.2 The rights and obligations of the Council under this Agreement may not be assigned except with prior written consent of the Authority.

7. GOVERNING LAW

This Agreement shall be governed by and be construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

8. NOTICES

- 8.1 Any notice or communication under this Agreement shall be in writing.
- 8.2 Any notice or communication to the Council under this Agreement shall be deemed effectively served if sent by registered post or delivered by hand addressed to the Town Clerk of the Council at the address given in this Agreement or to such other addressee and address notified to Authority for service from time to time.

- 8.3 Any notice or communication to the Authority hereunder shall be deemed effectively served if sent either by registered post or delivered by hand to the Chief Executive of Authority at the address given in this Agreement or to such other officer and address notified from time to time to the Council for service on Authority.

9. GENERAL

- 9.1 The Authority acknowledges and agrees that the Council's liability to the Authority pursuant to this Agreement, howsoever arising, shall be limited, in relation to any one claim or series of related claims, to the amounts actually received by the Council under any relevant insurance policy of the Council in relation to the same and where no such payments have been received by the Council, liability shall be limited to the amount of Capital Grant.
- 9.2 No delay or omission of either party in exercising any right power or privilege under this Agreement shall operate to impair such right power or privilege or be construed as a waiver of it and a single or partial exercise of any right power or privilege shall not in any circumstances preclude any other or further exercise of it or the exercise of any other right power or privilege.
- 9.3 If at any time any provision of this Agreement is or becomes illegal invalid or unenforceable in any respect the legality validity or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- 9.4 Each party shall from time to time upon the reasonable request of the other party execute any additional documents and do any other acts or things which may reasonably be required to effectuate the purposes of this Agreement.
- 9.5 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and accordingly the Authority and the Council do not intend that any other party shall have any right in respect of this Agreement by virtue of that Act.

IN WITNESS whereof the parties hereto have executed this deed on the day and year first above written:

THE COMMON SEAL OF THE CORNWALL COUNCIL
Was hereunto affixed in the presence of



057529

Authorised Officer	NAMES IN CAPITAL KATRINA CANNING
	SIGNATURE <i>K. Canning</i>

Senior Lawyer
Cornwall Legal Services
Cornwall Council

Executed on a Deed by

~~THE COMMON SEAL OF~~ TRURO CITY COUNCIL
Was hereunto affixed in the presence of
acting by the Town Clerk

FA
UP.

Authorised Officer <i>M. M.</i> TOWN CLERK	NAMES IN CAPITAL ROGER GAZLARD
	SIGNATURE <i>M. M.</i>

SCHEDULE 1
Council Covenants

1. COUNCIL COVENANTS

- 1.1 The Council covenants with the Authority:
- 1.1.1 to keep or procure to be the Asset in a good state of repair and condition and insofar as any of the same become worn out and beyond repair to renew them and not to do any act or thing which may reduce or prejudice the value of the Asset;
 - 1.1.2 to keep insured or procure to be kept insured the Asset from time to time (including buildings in the course of construction) with reputable and responsible insurers against the Insured Risks in the full reinstatement value thereof (including architects' and surveyors' fees and demolition costs and the costs of shoring up) and to ensure that Authority's interest is noted on such insurance policy and duly and punctually to pay and cause to be paid all premiums necessary for effecting and maintaining such insurance when the same shall become due and to produce to Authority on demand copies of the insurance policy and latest premium receipt;
 - 1.1.3 to apply any monies received on any insurance of the Asset (whether such insurance was effected by the Council or Authority and whether or not such insurance was effected in pursuance of the provisions of this schedule) towards making good the loss or damage in respect of which the monies were received making up any shortfall out of its own money;
 - 1.1.4 not without the prior written consent of Authority to exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or to create or suffer to be created a tenancy of any description of the whole or any part of the Asset or to confer upon any person any contractual licence right or interest to enter onto or occupy the whole or any part of the Asset or to accept or agree to accept a surrender of any lease or tenancy;
 - 1.1.5 to give written notification to the Authority of all applications to the local planning authority for planning permission and/or listed buildings consent and not to carry out or procure to be carried out any operation on or institute or continue any use of the Asset for which planning permission and/or listed buildings consent is required under the Town & Country Planning Act 1990 and the Planning (Listed Buildings and Conservation Areas Act) 1990 respectively except in accordance with the terms of such planning permission and/or listed buildings consent (as the case may be);
 - 1.1.6 not to commit any waste that shall injure or in any manner or by any means lessen the value of the Asset, save to the extent and for the duration reasonably required to fulfil the Authorised Purpose;
 - 1.1.7 to permit Authority and any person authorised by Authority to enter the Asset or any part thereof on reasonable notice at any reasonable hour to view the state and condition of the Asset;
 - 1.1.8 forthwith after being required to do so by the Authority, provided that such requirement is reasonable, to make good any want of repair or maintenance of the Asset;
 - 1.1.9 to observe and perform all covenants burdens stipulations requirements and obligations from time to time affecting the Asset and/or the use ownership occupation possession operation repair maintenance or other

enjoyment or exploitation of the Asset whether imposed by statute contract lease licence grant or otherwise and carry out all registrations or renewals and generally do all other acts and things (including the taking of legal proceedings) necessary or desirable to maintain defend or preserve its right title and interest to and in the Asset;

- 1.1.10 not to knowingly do or permit others to do on or in relation to the Asset or any part thereof any act matter or thing whereby any statute licence permission or approval (whether of a public or private nature) from time to time in force affecting the Asset is or may be infringed;
- 1.1.11 to pay or cause to be paid all rents rates taxes levies assessments impositions calls and outgoings whatsoever (whether governmental municipal or otherwise) imposed upon or payable in respect of the Asset or any part thereof as and when the same shall become payable;
- 1.1.12 to observe and perform all requirements of all statutes court orders building regulations and bye-laws already or hereafter to be passed and all rules regulations permissions or conditions thereunder in each case which are legally binding upon the Council in relation to the Asset and do and execute or cause to be done and executed all such works and things as under or by virtue of all present or future statutes orders instruments regulations bye-laws rules requirements permissions or conditions which are legally binding upon the Council and now are or shall or may be directed or required to be done or executed upon or in respect of the Asset or any part thereof whether by the owner landlord tenant user or occupier thereof or by any other person;
- 1.1.13 to observe and perform all agreements covenants easements obligations stipulations and other things which are legally binding upon the Council and relate to or affect the Asset or any part thereof including (but without prejudice to the generality of the foregoing) all obligations under any lease of the Asset or any part thereof; and
- 1.1.14 subject to clause 9.1, to keep the Authority fully indemnified in respect of any material breach or material non-observance of the covenants contained in this Schedule and in the case of any material non-observance of such covenants the Authority shall be entitled but not obliged to perform the same at the Council's reasonable expense if the Council fails to do so within a reasonable period following receipt of a notice from the Authority highlighting such non-observance (and the Council shall pay all reasonable costs expenses and damages incurred by the Authority directly in relation to such performance) and with power where necessary or expedient to enter upon the Asset without thereby becoming liable to account as a mortgagee in possession or otherwise.

2. AUTHORITY'S RIGHT TO ENTER AND REPAIR

- 2.1 If at any time the Council shall fail or shall be reasonably believed by the Authority to have failed to perform any of the material undertakings or covenants contained in this Schedule it shall be lawful for the Authority (but the Authority shall be under no obligation to do so), where it has notified the Council of such failure and the Council has failed to rectify the same within a reasonable period following receipt of the Authority's notice:
 - 2.1.1 to enter the Asset or any part thereof with agents appointed by it and architects contractors workmen and others and to execute such works and do such other things and/or to take such other steps on or in relation to the Asset or any part thereof (including without limitation the payment of money) as may in the reasonable opinion of the Authority be required to remedy such failure; and

- 2.1.2 to take such other steps and do such things as may in the reasonable opinion of the Authority be required to remedy such failure including without limitation insuring the Asset against the Insured Risks in the full reinstatement value thereof.
- 2.2 The reasonable cost to the Authority of any works and steps carried out or taken under this Schedule shall, subject to clause 9.1, be reimbursed by the Council to the Authority on demand and until so reimbursed shall carry interest at the Interest Rate from the date of payment to the date of reimbursement.
- 2.3 No exercise by the Authority of its powers under this Schedule shall render the Authority liable to account as a mortgagee in possession

3. RESTRICTION

- 3.1 The Council will apply within twenty one (21) days of the date hereof to the Land Registry for a restriction ("**the Restriction**") in the following terms to be entered on the registers of the title of the Asset:
- "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by the Authority or its conveyancer confirming that the provisions of a Capital Grant Agreement dated { } and made between (1) The Cornwall Council and (2) Truro City Council have been complied with"
- 3.2 Following registration of the Restriction at the Land Registry the Council will promptly provide the Authority with updated Land Registry official copies for the Asset evidencing the registration of the Restriction.

**SCHEDULE 2
SPECIAL CONDITIONS**

None

**SCHEDULE 3
PURPOSE**

To enhance and maintain the area of land owned by the council known as lower pitches shown edged in blue on the plan provided to offset the shortfall in the provision of on-site open space on the land and which shall be used for public amenity and recreation purposes in perpetuity by the future occupiers of the development and wider community in accordance with Planning Obligation PA12/10941.

STANDING ITEMS

a. Boscawen Park - Dredging of Swanpool – Update

Aligning waste licences, landowner permissions for disposal and identifying a contractor who is able to undertake the works has proven more challenging than expected. As the works can only be undertaken in the Autumn it has been decided that the works will be delayed into 2026. This will enable everything to be put in place in plenty of time. The Town Deal PMO has confirmed that they are happy with this position and will extend the end date of the project to accommodate the delay

b. Towns Fund Deal Boscawen Park Sports Hub Project and Pitch Improvement Works Update.

Sports Hub – Fox Construction are on site. The site clearance, piling and foundations have been completed, and the block work has begun. Excellent progress is being made and an official turf cutting ceremony was held in early September. Cost certainty has been finalised, and the building will be delivered within agreed budgets. All conditions associated with the planning permission have also been discharged.

Pitch drainage – Inscapes started their work in the w/c 4th August 2025 and completed the work on the 19th of September. The very wet September has demonstrated that the drains are working well so now the work is complete a warm few weeks will help to ensure that the grass germinates. The playing surfaces will be closed until the playing surface is sufficiently established.

Alternative venues for park users have been found. Some of these are on other Truro City Council land (e.g. Newbridge Lane Playing Field) and others in facilities outside of Truro. A communications plan has been implemented to communicate the closure to residents and park users.

Surface improvements to the Riverside walk and fencing improvements on that side of the park will also be delivered as part of this project by the TCC Maintenance Team but exact timings for this have still to be determined.

c. Swing Bridge Project Update

Cornwall Council led project. The planning application for this project has been withdrawn pending design changes from a lifting bridge to a swing bridge. No further information is available currently. There are regular questions from Councillors about whether Truro City Council will bear any responsibilities for the on-going maintenance of the bridge once it is built. As a Cornwall Council led project all build costs and on-going maintenance costs will be the responsibility of Cornwall Council. However, it has been suggested that Truro City Council may like to take on the operational aspects of the bridge. This "offer" has been declined by the Town Clerk pending a more formal approach.

RECOMMENDED:

That the report be noted.

Darid Rodda

Town Clerk

1 October 2025

Parks and Amenities Officer's Report

Plant Sale Boscawen Park

The annual end of season plant sale is taking place on Saturday 4 October 2025 at Boscawen Park. The amount of money raised for the Mayor's chosen charity Young People Cornwall will be reported at the meeting

Truro City Council Gardens and Allotments Competition 2025

The presentation evening was held on 1 October, and fun was had by all. The evening was opened by the Mayor and prizes were handed out by this year's judge Mr John Lanyon.

Southwest in Bloom Competition 2025

The Mayor and myself, along with members of Truro in Bloom Committee will be attending the SWIB Presentation Day in Torquay at the Riverside centre on 8 October. On 7 October we are attending the Civic Event for all the Mayors.

Obelisk

The obelisk has been relocated from Dairyland by monumental masons C F Piper and Son to Williams Court. The project has been jointly funded by Truro Municipal Charities and Truro City Council. This took place on 25 September.

Countryside Ranger Job Interviews

Interviews took place to replace the head countryside ranger on 17 September. We are pleased to announce the appointment of Mr Stephen Kirkpatrick who is due to take up the position from 17 November 2025. We had a great choice with 45 applicants.

Nancemere Fields Community Orchard

The new signage has been ordered, and this covers the planting plans of fruit trees planted.

Bonfire Night Event

This year the event will be held on Thursday 6 November 2025 at Truro Cattle Market due to the event out growing Tremorvah Playing field and the huge traffic congestions it caused last year in Mitchell Hill. The cattle market has ample parking and is in walking distance for many people.

Comments Log

Please take note of the attached log, which includes lots of positive comments. (See following enclosure).

RECOMMENDED:

That the report be noted.

Richard Budge
Parks and Amenities Officer
1 October 2025

Comment Log – September 2025

DATE	LOCATION	TOPIC	DETAIL	POSITIVE/NEGATIVE	REMEDIAL ACTION TAKEN
02.09.25	City of Truro	Planting	Compliment about planting	Positive	N/A
02.09.25	Tremorvah Playingfield	Maintenance	Compliment about maintenance	Positive	N/A
10.09.25	Tregolls Road	Planting	Compliment	Positive	N/A