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*St Edmundsbury*  
BOROUGH COUNCIL

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**Contact** Claire Skoyles  
**Direct Dial** 01284 757176  
**Email** [claire.skoyles@westsuffolk.gov.uk](mailto:claire.skoyles@westsuffolk.gov.uk)

24 February 2016

Dear Councillor

## **ST EDMUNDSBURY COUNCIL - TUESDAY 23 FEBRUARY 2016**

Attached is an addendum to Report No: COU/SE/16/002, *Schedule of Referrals from Cabinet and Democratic Renewal Working Party*. This addendum is specifically in connection to Cabinet Referral Item (A)(4), *Third Generation Pitch Provision in Haverhill*, which was tabled and considered at the Council meeting on 23 February 2016.

Yours sincerely

Claire Skoyles  
Democratic Services Officer (Cabinet)  
HR, Legal and Democratic Services

**Karen Points** • Head of HR, Legal and Democratic Services  
**Tel** 01284 757015 • **Fax** 01284 757110  
**Email** [democratic.services@westsuffolk.gov.uk](mailto:democratic.services@westsuffolk.gov.uk)

West Suffolk House • Western Way • Bury St Edmunds • Suffolk • IP33 3YU  
[www.westsuffolk.gov.uk](http://www.westsuffolk.gov.uk)

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<b>Title of Report:</b>	<b>Schedule of Referrals from Cabinet and Democratic Renewal Working Party</b>	
<b>Report No:</b>	<b>COU/SE/16/002 ADDENDUM</b>	
<b>Report to and date:</b>	<b>Council</b>	23 February 2016

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## **(A) Referrals from Cabinet: 9 February 2016**

### **4. Third Generation Artificial Pitch Provision in Haverhill**

**Portfolio Holder:** *Cllr Joanna Rayner*

**Report No:** *CAB/SE/16/007*

1. The original report to Cabinet indicated that the Haverhill Community Sports Association (HCSA) and a developer have been in discussion about the scheme. These constructive discussions have been continuing in recent days since the Cabinet meeting on 9 February 2016, and this addendum provides an update to Councillors and indicates how the Cabinet's referral is affected.
2. In respect of **recommendation 2(b)**, the developer has clarified that, while it is supportive of the scheme in principle, it had not been its intention to make a unilateral agreement to repay the Council's bridging loan, as understood by the HCSA (and reflected in the report). Instead it would prefer for any developer contribution to this, and any other off and onsite facilities, to be addressed through the planning process, in the normal manner. Nonetheless, it is still acknowledged that any development in Haverhill will create an increased demand for 3g pitch capacity in the town, and this scheme is a good way in which to meet that requirement, funded proportionately through developer contributions at the appropriate time. Such developer contributions are obviously subject to the outcome of the planning applications which are yet to be determined and, for absolute clarity, *the Council's decision regarding this offer of a bridging loan does not affect the determination of those planning/s106 processes by the local planning authority.*
3. The taxpayers' interests are already protected by the HCSA's acceptance of the terms for the loan required by the Council's loans policy (covered by recommendation 2(a)). Namely, that the loan is safely secured against the asset of the pitch itself (and the income from it), and interest is payable by the HCSA.

4. This has been discussed with the HCSA and it has indicated that it would still ask the Council to approve the loan offer at this meeting, *without the condition for a unilateral agreement*. The HCSA would then carry out their own due diligence before accepting the offer of the loan under the remaining conditions. The deletion of the condition is therefore proposed by the Portfolio Holder as an amendment to the Cabinet's referral.
5. As a further amendment arising from the discussions, it is also suggested that the loan term be extended to a period of up to 10 years to give the HCSA maximum scope to secure the match-funding in full. The taxpayer will still receive interest at the same rate during any extended period, and the HCSA will be able to make early repayments of the loan in stages if it is able. The HCSA has also indicated that it supports this change to the proposals previously considered by Cabinet.
6. To ensure that Councillors have clarity over what is now being proposed, set out below is an updated recommendation. Changes to the original text are shown as struck-through, and new text is highlighted grey:

**RECOMMENDED: That**

- (1) *the bridging loan request received from Haverhill Community Sports Association for up to £300,000 to enable it to progress the building of a third generation (3g) football pitch facility at the New Croft site in Chalkstone Way, Haverhill be approved; and***
- (2) *the Head of Operations, in consultation with the Services Manager (Legal), be authorised to prepare the necessary legal agreements to support the issue of the loan, in accordance with the terms set out in Report No: CAB/SE/16/007, subject to:***
  - (a) *the Haverhill Community Sports Association confirming acceptance of the loan agreement conditions; and***
  - (b) ~~*receipt of a unilateral undertaking from the developer of the North East Haverhill Vision 2031 growth site that they will pay the Council £300,000 as a voluntary contribution towards the scheme (and repayment of the loan), in lieu of making their own equivalent provision within their proposed development.*~~**

***The 'Financial Considerations' (section 3) and 'Conditions specific to the HCSA request' (Appendix 1) set out in CAB/SE/16/007 being amended to allow for a loan period of up to 10 years and to clarify that the loan will be repaid to the Council once it has received the full monies or upon the expiry of 10 years, whichever is the sooner (the issue of developer contributions being a matter for separate agreement between housing developers and the Council as part of the normal planning process).***