

DATED

ABERGAVENNY TOWN COUNCIL



and

**ABERGAVENNY AREA COMMUNITY GARDENS AND
ORCHARDS CIC**

COOPERATION AGREEMENT

for the provision of funding for

Continued Improvements at Laurie Jones Community Orchard

AGREEMENT

DATED:

BETWEEN:

- (1) **ABERGAVENTNY TOWN COUNCIL** of Town Hall, Cross Street, Abergavenny (the “Council”).
- (2) **ABERGAVENTNY AREA COMMUNITY ORCHARDS AND GARDENS CIC**, Mill Street, Abergavenny, Monmouthshire.

COOPERATION AIMS

- (A) Abergavenny Town Council has statutory duties under the Well Being of Future Generations Act and has identified a number of organisations that can help the Town Council fulfil their duties. Abergavenny Area Community Orchards and Gardens CIC is one such organisation.
- (B) Abergavenny Area Community Orchards and Gardens CIC can help the Council address the identified priority areas which are protecting and enhancing the natural environment.
- (C) Abergavenny Town Council support Abergavenny Area Community Orchards and Gardens CIC in its aims to provide ongoing and voluntary improvements at the Community Orchard Site and other sites in Abergavenny.
- (D) Abergavenny Community Orchards and Gardens CIC seeks security of funding to enable the group to have a sustainable future and to create increased capacity to develop the biodiversity of the Community Orchard Site and other sites in Abergavenny.

1 COOPERATION SERVICES

- 1.1 During the Term of this Agreement, the Council shall provide capital and revenue funding to support the work of projects as set out in Annex 1.
- 1.2 Abergavenny Area Community Orchards and Gardens CIC will take appropriate steps to ensure value for money when letting contracts and that appropriate management arrangements are put in place to ensure that the quality of work is to a specified standard.
- 1.3 The agreement is to incorporate:
 - 1.3.1 Capital and revenue funding to undertake the projects outlined in Appendix 1.
 - 1.3.1 In the event that any of these projects cannot be undertaken the Council will consider favourably allowing Abergavenny Area Community Orchards and Gardens to use such funds for other, approved, projects in line with the cooperation aims outlined above.

2 DELIVERABLES

- 2.1 Abergavenny Area Community Orchards and Gardens CIC will deliver against the Wellbeing of Future Generations Act and the Abergavenny Town Council Strategy & Action Plan to implement changes to enhance biodiversity which works towards Section 6 of the Environment Act. Details of deliverables are set out in Annex 2.

3 TERM AND TERMINATION & INDEMNITIES

- 3.1 Subject to earlier termination in accordance with its terms, this Agreement shall commence on the ?? May 2023 and shall continue until ?? May 2026.
- 3.2 This agreement may be terminated at any time by either party giving at least 12 months' clear written notice to the other party.
- 3.3 There will be a review point every 12 months during the term of this agreement.
- 3.4 Abergavenny Community Orchards and Gardens CIC should notify the Council at the earliest opportunity should the Group be considering closing down the project or that the project is in financial difficulty. This would enable the Council to consider its options regarding future funding.
- 3.5 Abergavenny Area Community Orchards and Gardens has in place appropriate insurances which includes public liability insurance. The group has sole responsibility for dealing with any claims from accidents or other events resulting in loss or injury even if the activity was partially funded using Council funding.

4 PAYMENT

- 4.1 The Council will pay £2900 in Yr1, £3000 in Yr 2, and £1800 in Yr3, paid in May each year following the signing of the agreement.
- 4.2 Thereafter the Council will pay the annual sum in one annual instalment; the instalment will be paid in May annually. Future year payments would be subject to satisfactory annual review which should be submitted to Abergavenny Town Council by February each year.

5 VARIATION TO THE AGREEMENT

- 5.1 Should either party wish to discuss a significant variation to the agreement, representatives shall meet to agree such variations. Significant variations will be added to this Agreement as supplementary appendices.

6 PERFORMANCE MANAGEMENT

- 6.1 As a minimum, the Council and Abergavenny Area Community Orchards and Gardens CIC will meet annually. This will involve a visit to the Laurie Jones Community Orchard, or for Abergavenny Area Community Orchards and Gardens CIC to bring a presentation to Council. The performance measures are set out in Annex 3.
- 6.2 One week before the visit or presentation, an update report will be sent to the Town Clerk for circulation. The annual report structured under the agreed objectives should capture what has worked well and also what hasn't worked well. It is important for both parties to be open and transparent to aid greater understanding. This report will form the basis for any changes to the deliverables for the coming year.
- 6.3 During the year, copies of newsletters and reports should be circulated to the Town Clerk for circulation to all Councillors.

Cooperation Meetings

- 6.4 Both parties are able to request that a cooperation meeting is convened. This could be to discuss and explore potential issues or new proposals. Both parties are encouraged to view this as a meaningful partnership, with both parties wanting the same outcome.

7 RESOLUTION OF DISPUTES

- 7.1 If there is a dispute between the parties concerning any matter arising from or in connection with this Agreement, the parties will use reasonable endeavours to settle the matter in accordance with the dispute resolution procedure set out below.
- 7.2 Any dispute which has not been resolved between the Nominated Representatives (to be nominated by the Town Council at the May Council meeting) within fourteen (14) days of the matter being raised, may be escalated by either party to the board of directors of Abergavenny Area Community Orchards and Gardens and Full Council Committee by notice in writing.

8 PUBLICITY

- 8.1 Abergavenny Area Community Orchards and Gardens CIC will acknowledge the support of the Town Council whenever possible on their website, social media, printed materials etc.

Signed on behalf of Abergavenny Town Council) Signature:

By Name:) Date:

Signed on behalf of _____) Signature:

By Name:) Date:

ANNEX 1
COOPERATION FUNDING

PROJECT PLANS:

- **SIGNAGE:** New information board near the orchard entrance (£1100).

- **COMMUNITY GROWING BEDS:** (Incredible Edible Beds) To pick up the maintenance and improvement on the Incredible Edible Beds in Byefield Lane Car Park, Castle Street Car Park, and other areas around the town centre (£500pa).

- **INCREASE VOLUNTEER BASE:** recruitment drive to spread the word on the benefits of community growing and how to get involved in the Community Orchard and Incredible Edible spaces.

- **EVENTS:** Host more events to increase knowledge and understanding of the orchard, including promotion of the annual Wassail, grafting workshops, community family days, annual apple day/juicing event. (£500pa)

- **SITE MANAGEMENT:** Extend the surfaced path from the existing path as far as the eastern gate linking to Castle Meadows (£1200), control scrub and bramble growth around the orchard margins (£800pa).

ANNEX 2

DELIVERABLES

THE WELL-BEING OF FUTURE GENERATIONS ACT (WALES) 2015.

How this is reflected in the existing provision and ongoing projects and how this benefits the people of Abergavenny and visitors now and in the future.

A PROSPEROUS WALES

Promoting and demonstrating a low-carbon lifestyle and sourcing materials and services locally.

A RESILIENT WALES

Promotion and practice of sustainable land management including tree planting and haymeadow management.

A HEALTHIER WALES

Encourage people to enjoy walking and being involved in activities such as hay-making, pruning and gardening.

A MORE EQUAL WALES

Provide opportunities for all to be involved in orchard activities, such as the Wassail, pruning and celebratory events. Collaborate with the Abergavenny Food Bank.

A WALES OF COHESIVE COMMUNITIES

Working with other community groups such as Friends of Castle Meadows, Abergavenny Community Centre, Abergavenny Community Woodland Group, schools in the Abergavenny area, Monmouthshire Meadows and Keep Wales Tidy for community and environmental benefits.

A WALES OF VIBRANT CULTURE AND THRIVING WELSH LANGUAGE

Celebrating and conserving traditions such as fruit cultivation, traditional, local fruit varieties, haymeadows, celebrating seasonal events such as the Wassail and harvest celebrations in a bilingual context.

A GLOBALLY RESPONSIBLE WALES

Using and promoting a low carbon approach to land management and cultivation including peat-free, locally produced, compost,

SECTION 6 – ENVIRONMENT (WALES) ACT 2016

Biodiversity and resilience of ecosystems duty

Managing the Laurie Jones Community orchard in a manner that promotes biodiversity through land management practices, e.g. traditional hay-meadow (monitored by Monmouthshire Meadows), traditional hedgerow management (in collaboration with Keep Wales Tidy), managing all sites with biodiversity gain as a key objective.

ANNEX 3
PERFORMANCE MEASURES

The annual report will include the following measurements:

- Before and after photos of the new signage.
- Write-up from events that happen across the year.
- Evidence of the increased use and promotion of the Incredible Edible Beds.
- Testimonials from Orchard Users who attend or volunteer at the Community Orchard.