

DATED

ABERGAVENTNY TOWN COUNCIL



and

The Friends of Castle Meadows

COOPERATION AGREEMENT

for

the provision of funding for ongoing and
voluntary improvements and maintenance in Castle Meadows, Abergavenny

AGREEMENT

DATED:

BETWEEN:

- (1) **ABERGAVENNY TOWN COUNCIL** of Town Hall, Cross Street, Abergavenny (the “Council”).
- (2) **The Friends of Castle Meadows** (12 Park Crescent, Abergavenny, NP7 5TH [The Friends of Castle Meadows])

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. The Friends of Castle Meadows is one such organisation.
- (B) The Friends of Castle Meadows can help the Council address the identified priority areas which are protecting and enhancing the natural environment.
- (C) Abergavenny Town Council support The Friends of Castle Meadows in its aims to provide ongoing and voluntary improvements on Castle Meadows.
- (D) The Friends of Castle Meadows seeks security of funding to enable the group to have a sustainable future and to create increased capacity to develop the biodiversity of Castle Meadows.

1 COOPERATION SERVICES

- 1.1 During the Term of this Agreement, the Council shall provide capital and revenue funding to support the work of The Friends of Castle Meadows as set out in Annex 1.
- 1.2 The Friends of Castle Meadows 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 The Friends of Castle Meadows to use such funds for other, approved, projects in line with the partnership aims outlined above.

2 DELIVERABLES

- 2.1 The Friends of Castle Meadows will deliver against the Wellbeing of Future Generations Act and the Town Council Environment Committee 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 April 2022 and shall continue until March 2025.

- 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 The Friends of Castle Meadows 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 The Friends of Castle Meadows 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 £1418.00 for works in April 2022 following the signing of the agreement.
- 4.2 Thereafter the Council will pay the annual sum in one instalment; the instalment will be paid in April annually. Future year payments would be subject to satisfactory annual review.

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 The Friends of Castle Meadows will meet annually. This will involve a visit to Castle Meadows to receive a presentation from the group. The performance measures are set out in Annex 3.
- 6.2 One week before the visit 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 partners 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 Chair of Friends of Castle Meadows and Full Council Committee by notice in writing.

8 PUBLICITY

8.1 The Friends of Castle Meadows 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 The Friends of Castle Meadows) Signature:

) Date:

By Name: Anthea Fairey (Chair of The Friends of Castle Meadows)

ANNEX 1

COOPERATION FUNDING

PROJECT PLANS

- Ongoing development of different habitats in the Castle Copse with seed and bulbs to provide for pollinators and enhance visitor appreciation of the Castle Copse.
- Castle Copse woodchip path maintenance. This will require considerable volunteer hours to complete. In particular: installing pegged, wooden edging to stabilise the path and make it more resistant to flooding effects. Floods carry off the current branch edging and wood chip surface.
- Replacing/repairing the dam on the 'big pond' in partnership with MCC. Shuttering and reinforced concrete are required plus volunteer hours. This feature is overdue for maintenance. Without the dam, the 'big pond' will empty into the Usk. The pond and its seating areas provide a quiet and reflective space for visitors to Castle Meadows. Ponds are a rapidly declining UK habitat. The Friends are committed to retaining this feature for future generations.
- To implement Riverfly invertebrate monitoring in the Cibi and/or the Gavenny. (The Riverfly partnership is an organisation set up to conserve river-fly populations and to protect the quality of watercourses).

Long-term future project, beyond the three years:

- The dredging of the reens, a section at a time, and to re-instate the banks with pre-planted coir matting. The aim is to link spring water currently channelled through pipes under Castle Meadows into the reens creating a through-flow of water, maintaining water levels throughout the year, extending the reen habitat as well as creating a feature for visitors to Castle Meadows.

The Friends of Castle Meadows 3 year costings programme

Year 1 only

Edging for the woodland copse path 1,080
The current system of using branches is not efficient, floods carry away the timber and the wood chips.

Botanical Survey – to continue to monitor biodiversity on Castle Meadows. Previous Surveys 1996 and 2013 375

Replacing the 'Big Pond' dam 2,000

Years 1 and 2

Seed for wetland area £35 70
Seed for woodland shade £43 86
Seed for partial shade £35.45 70.90

Years 1, 2 and 3

Spring bulbs £250 per year 750

Autumn bulbs. £250 per year 750

Strimming cost £400 per year 1,200

Volunteer hours 680 @ £10 per hour

£20,400

Total budget excluding volunteer hours £6,381.9

Amount requested from ATC: **£4,254**
From own funds: £2,127.90p

ANNEX 2

DELIVERABLES

THE WELL-BEING OF FUTURE GENERATIONS ACT 2015.

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

A PROSPEROUS WALES

We use dead leaves and fallen timber to create hibernacula for animals which hibernate through the winter months. Fallen timber is also left in situ to allow organisms to colonise the wood and the detritivores to support the recycling of nutrients. We use local suppliers where possible; work with hand-tools and limit the use of power-tools to minimise our carbon footprint.

We use no artificial chemicals. We aim to be carbon neutral

A RESILIENT WALES

One of our mission statements is to:
'Maintain and enhance biodiversity'

Our work on the Meadows and in the Copse is fundamental to achieving that aim. We have done this through the creation of habitats. In particular, in Castle Copse. In less than 10 years this area has been converted from an undesirable, neglected area of scrub, padlocked to prevent pedestrian access, into a welcoming and much used space. We are continuing to develop a range of habitats e.g wet woodland, damp woodland, shade areas and glades. We have planted nearly 2000 trees since our creation as a Friends group. We are currently involved in the establishment of a network of native trees to "connect" isolated habitats, from Linda Vista to Ysbytty Fields. The creation of the "Big Pond" has meant we now have a pond that has water 12 months of the year and has become a nationally recognised site for dragon-flies and damsel-flies.

A HEALTHIER WALES

We work to keep Castle Meadows as the tranquil space that our recent survey identified as a key feature the public wish to see preserved. A multi-user area where walkers can exercise in a safe space along with dog-walkers, families and joggers. We encourage school groups to visit and our pond dipping sessions are much enjoyed by pupils and families. Our 'walks and talks' programme is open to all, well received and free to attend. When Covid restrictions are fully lifted we hope to welcome ParkRun.

A MORE EQUAL WALES

We welcome volunteers from a range of age, backgrounds and abilities. In fact we can find a niche for anyone who wants to donate some time and enthusiasm. We work with local schools and churches in addition to Rainbows, Brownies, Cubs and Scouts and our 'Young Friends' group of potential future volunteers.

A WALES OF COHESIVE COMMUNITIES

The Meadows plays host to an amazing range of groups who come to visit . From the newborn to the elderly with limited mobility. There is no bar to who can visit because Castle Meadows is so accessible. The availability of good parking; café and toilets in nearby in Linda Vista encourage visitors to explore the area. Castle Meadows provides a safe space for the single person and families. The free parking and no entry fee means that there is no financial bar to anyone choosing to visit. Our recent survey recognises the closeness to the town centre and the accessibility of the green space where people feel safe.

A WALES OF VIBRANT CULTURE AND THRIVING WELSH LANGUAGE

The proximity of the town, the castle, river and mountain views makes Castle Meadows an amazing place to visit. All our signage is bilingual. The food festival car parking and activities on Castle Meadows enables visitors, some from a considerable distance, to appreciate the green space. Castle Meadows was the site of the 2016 National Eisteddfod. The stone monument, at the riverside, was erected to celebrate the event. A local stone carver produced the work. A further memorial stone – the work of the same local artist – is in Castle Copse. The stone recognises the people who lost their lives in 100 years of conflict 1918 – 2018. It has become a place for quiet reflection.

A GLOBALLY RESPONSIBLE WALES

Our Meadows is a good example of working towards the Biodiversity Targets outlined in the Nature Recovery Plan for 2020 and beyond. We embed biodiversity through all our decision making, so that we work to minimise loss and ecosystem degradation. We see our role as being part of a national and international framework, not isolated in Abergavenny. We work to remove the NNIS that threaten our natural habitats (on land e.g Giant Hogweed, Himalayan Balsam and Japanese Knot Weed and Signal Crayfish (invasive aquatic species) found in the Gavenny). We also see the importance in sourcing our plant material from native grown stock. This is so that we do not import plants which have been grown abroad and may contain alien pests and diseases that could thrive here and reduce biodiversity.

SECTION 6 – ENVIRONMENT (WALES) ACT 2016

Biodiversity and resilience of ecosystems duty

This duty of care is integral to all our work. Please see previous sections for amplification.

ANNEX 3
PERFORMANCE MEASURES

The annual report will include the following measurements:

What we have planted and where
How we have dealt with Non-Native Invasive Species
The Walks and Talks programme
Our work with schools
How our projects are progressing

(The Update Report could include a number of case studies to reflect the impact of the
***** activity on individuals or groups.)