

Incredible Edible Todmorden

Upper Valley

Community Land Use Proposal



making growing food visible in communities

Community Land Use

Background

A partnership group has been formed using the umbrella of Incredible Edible Todmorden, members include ; Community Groups, Primary Care Trust, Education, Local Business Association and Calderdale Council Community Services.

There are approximately 80 people on the current list for allotment space in the Upper Valley. The allotment land available in Todmorden is remote, steep and a good way out of town.

Calderdale Council Community Services have given agreement to consider use of land for community growing. They have agreed that fruit trees can be planted around the edge of Harley Wood Recreation Ground in Todmorden.

A community group in Cornholme who no longer have access to land at the Vale Community Centre which is unsafe and the cost of repair prohibitive are keen to identify other possible community growing land. The group carried out a consultation event recently where community growing space was a high priority.

A private football club have asked if they can use their land more productively.

Pennine Housing wish to encourage food growing with their tenants and are willing to consider any request for growing space.

The increasing cost of local food and looming peak oil crisis has focused a group of local individuals and organisations to look at local solutions to address:

Use of available land for community growing

To develop training and education opportunities to equip community members with the skills required for a resilient community

Encourage and promote healthy eating

Increase community cohesion

Reduce carbon footprint

Reduce food miles

Development of new skills

To promote and develop new food industries

Three stands have been actively developed to future proof the town : Schools, Business and Community.

Schools :

- Todmorden High School has led the way in quality food and young people's participation in growing. A commercial Poly tunnel has been installed at the school for the use of the children.
- Fernley Lee School have 26 raised beds built for the community.
- Cornholme Primary has started work on a community garden, parents and local people building and paying for the project.
- Land based qualifications by 2010 delivered by Todmorden High.
- A primary school parents growing network has been established to encourage school participation.

Business :

- The business association have launched a loyalty card for local shops. The NFU are backing the project.
- Local producers are networked to businesses.
- New Markets have been developed.
- A dairy is currently under construction.
- An every egg matters campaign will be launched end October.
- A new costermonger opens November 6th , the store will sell local growers surplus.
- A farmers selling co-operative has been developed.

Community :

- Seed and plant swops have attracted large numbers of growers.
- Website and growers forum established.
- Community gardens continue to flourish.
- Funding applied for new community orchard.
- 400 people attend harvest festival and contribute home grown produce.
- A fruit press has been purchased and used by the community.
- Community growing spaces established at two schools.
- Tool library kitted out with gardening equipment.
- 4 Community courses for healthy eating and gardening
- PCT are interested in Healing horticulture project.

Interested Communities - Cornholme

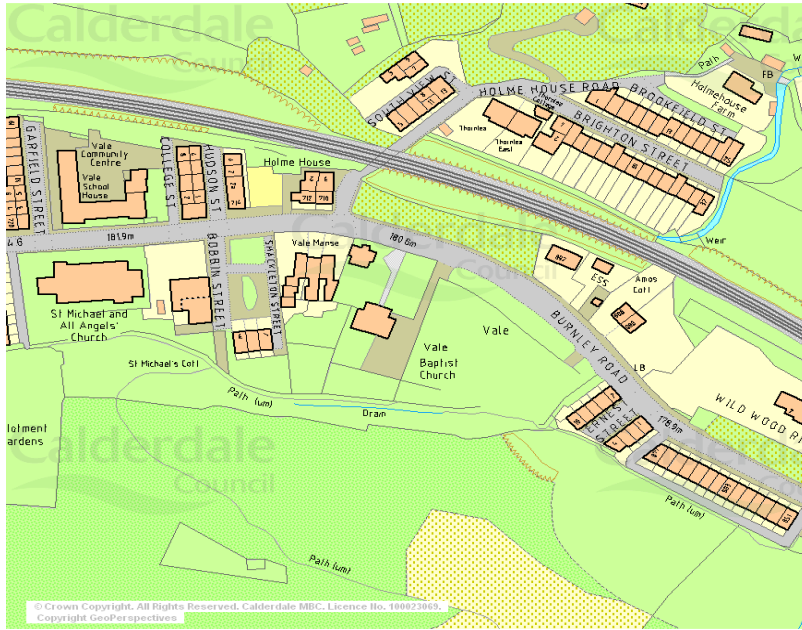
Cornholme is part of Todmorden and approximately 2 miles from the town centre on the main Burnley Road. It has a large proportion of back to back houses with little or no garden space.

The newly reformed Cornholme Community Action Group have expressed a wish to concentrate on environmental improvements. The group want to make the community visible by creating outdoor growing places where people can meet up and share a common interest.

The group have organised a community clean up that includes hedge cutting and bulb planting, the members have also identified several small pieces of land for some quick wins.

Current Land Identified

Land has been identified by the Cornholme Group on Burnley Road next to Vale Baptist Church as a good community growing space. The owner has been identified and they are based in Nuremburg (the company has a land agent in ???), the land is currently maintained by the Calderdale Council, it was offered to CMBC about 2 years ago for a token sum with a future development clause this offer was declined. The group could consider pursuing the plot to ascertain if the land agent would be willing to transfer to a voluntary group with the support of Incredible Edible Todmorden (IET) ...this is a longer term aspiration.



Another piece of land has also been identified between Palma Street and Sunny Bank Terrace off Burnley Road, this area is a possible place to put some raised beds for community members to use.



The play park on Harrison Street has empty raised beds, planting area at back and a square behind wall which could also be used for community growing.



Harley Wood Recreation Ground has been identified and the relevant permissions have been sought to plant fruit trees around the boundary. The Orchard will be planted in conjunction with Parks and Street Scene Manager.



These two patches of land are opposite each other on Burnley Road and are part of the gateway to Cornholme.



Process for Land Identification and Access

The process for identifying land for community growing will include Incredible Edible Todmorden (IET), Calderdale Council and other growing/environmental community groups.

- IET will identify land that they wish to utilise to develop for growing food opportunities
- If Calderdale Council (CMBC) own identified land IET will work with council officers to confirm ownership and appropriate use.
- If the land is owned by CMBC and is available for community use a meeting with neighbours any other interested party will be held to establish the needs and concerns.
- IET will open an account with the land registry and provide help and support to local groups to negotiate with the land owner.
- The neighbours will also be invited by IET to look at other spaces where communities have come together to develop open spaces.
- A meeting will be arranged with all interested parties to set terms of an agreement.
- If there is a broad agreement that growing food will not impact negatively on the surrounding area an agreement will be signed.
- All groups and interested parties must comply with terms of agreement.
- Twice yearly all plots will be visited to monitor progress and use.
- If plots are not being well used IET would act as the umbrella body to find another user or help revert the land to its original state.
- Advice and guidance will be available from Todmorden In Bloom and IET members on getting started for those who need it.
- IET are developing a land contamination guide and a dedicated adviser.

DRAFT TERMS FOR FRUIT ORCHARD

Term:- Annual

Rent: - £1 per annum (if demanded)

Main Terms and conditions:-

1. The Association are to be allowed to plant fruit and nut trees only and subsequently maintain and manage the same.
2. The Association to ensure the site remains free from weeds, litter and rubbish to the satisfaction of the Council.
3. The land shall not be used for the purpose of any trade or business.
4. No nuisance or annoyance shall be caused or permitted to the adjacent land and properties whether or not belonging to the Council.
5. No obstruction or encroachment shall be permitted on the adjacent playing field.
6. No structures whatsoever will be permitted to be erected within the same.

Insurance

The Association shall indemnify the Council from and against all actions, proceedings, costs, claims, demands, damages, expenses, or losses in respect of any damage or injury to any person or the property of any person arising directly or indirectly from the use by the Association.

The Association shall maintain insurance in the sum of at least £5,000,000 (each and every claim) with an office of good repute in respect of third party and public liability claims.

The Association shall be responsible for any damage caused to any pipes, sewers, cables or wires belonging to statutory undertakers or other adjoining owners which are presently in, on or over the Licence area or the approach thereto over the Council's property and shall indemnify the Licensor against any actions or claims by the statutory undertaker or adjoining owners arising from the use of the land by the Licensee.

Termination

This licence can be determined by either party to serving on the other one month's notice on the other.

This licence will be determined by the Council:-

1. Failure to comply with terms above.

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2. If the site is required by the Council for any purpose whatsoever, upon the service of one months notice in writing to the Association except in the case of an emergency.
3. If the Association is dissolved, becomes bankrupt.

Upon termination the Association is to reinstate the land to the satisfaction of the Council.

DRAFT TERMS FOR LICENCE FOR CONTAINERS

Term: Annual

Rent: £1 per annum (if demanded)

Location

The container to be sited on the attached plan in the approximate location marked "X" on the attach plan.

The Association to ensure that the location of the same does not prevent or hinder the Council's grounds maintenance of the remainder of the site.

Container Specification

The containers to be 1 metre square in shape and size and made of wood, treated with wood preservative to prevent rot. The container to be treated with brown wood preserve only and not painted any other colour. Containers made of durable materials in neutral colours may be permitted with prior written consent by the Council. The container is to be maintained at the expense of the Association.

Main terms and Conditions

1. The Association to fix their own name plague on the front of the container for identification purposes. The specification of the plague to be agreed prior by the Council and any subsequent amendments/alterations to be agreed prior by the Council.
2. To ensure the containers are maintained in a good condition at all times.
3. To ensure the container to be cultivated for the production of vegetables, flowers and fruit crops for private consumption only and not to cultivate bushes or trees except food bearing plants
4. The overall height of the container from ground level should not exceed 1m and the overall height from ground level to the top of the plants should not exceed 2m. without the prior written consent of the Council
5. To ensure the container remains free from weeds litter and rubbish, maintained in a proper state of cultivation and fertility and in good condition to the satisfaction of the Council.
6. No structures whatsoever will be permitted to be erected within the same.
7. Cane supports will be permitted however these are not to exceed 1m.
8. The Association or the container user shall cause no nuisance or annoyance to adjacent users or neighbours or the Council.

9. The Association to keep an accurate record of all sub-tenants and a copy to be provided to the Council on request.

Insurance

The Association shall indemnify the Council from and against all actions, proceedings, costs, claims, demands, damages, expenses, or losses in respect of any damage or injury to any person or the property of any person arising directly or indirectly from the use by the Association.

The Association shall maintain insurance in the sum of at least £5,000,000 (each and every claim) with an office of good repute in respect of third party and public liability claims.

The Association shall be responsible for any damage caused to any pipes, sewers, cables or wires belonging to statutory undertakers or other adjoining owners which are presently in, on or over the Licence area or the approach thereto over the Council's property and shall indemnify the Licensor against any actions or claims by the statutory undertaker or adjoining owners arising from the use of the land by the Licensee.

Termination

This licence can be determined by either party to serving on the other one month's notice on the other at any time to remove the container.

If the Association fails to remove the same within the timescale given the Council to reserve the right to remove the same and recharge the Association for the cost.

This licence will be determined by the Council:-

1. Failure to comply with terms above.
2. If the site is required by the Council for any purpose whatsoever, upon the service of one months notice in writing to the Association except in the case of an emergency, the Association to remove the container at its own expense.
3. If the Association is dissolved, becomes bankrupt.

DRAFT TERMS FOR PLOTS OF LAND

Term:- Annual

Rent: - £1 per annum (if demanded)

Main Terms and conditions:-

1. The Association to ensure the site remains free from weeds, litter and rubbish) and maintained in a proper state of cultivation and fertility and to the satisfaction of the Council
2. The land shall not be used for the purpose of any trade or business except the distribution of horticultural seeds plants and fertilisers etc by the Association to its members. Composting material will be stacked in an orderly fashion as a compost heap or heaps.
3. No nuisance or annoyance shall be caused or permitted to the adjacent land and properties whether or not belonging to the Council.
4. No obstruction or encroachment shall be permitted on any adjacent path or footways.
5. No trees on the site shall be felled, cut or pruned without the prior written consent of the Council.
6. No trees, shrubs or bushes whatsoever are to be planted on the site except food bearing plants up to a maximum height of 1metres.Plants to a height of 2m may be planted with prior written consent from the Council
7. The grass (if any) on the site to be cut at the expense of the Association to a height of 50 mm at a minimum frequency of once every two weeks during the growing season.
8. The Association to ensure they use of the land does not affect slight lines and highway safety.
9. No structures whatsoever will be permitted to be erected within the same without prior written consent of the council. Cane supports will be permitted however these are not to exceed 1.5m.
10. The plants cultivated must be food species to at least 90% of the cultivated area.
11. No fencing of the land to be permitted without the prior consent of the Council. The Association to be responsible for the provision and the subsequent maintenance of any fencing, the size, height and design to be approved prior by the Council.

Insurance

The Association shall indemnify the Council from and against all actions, proceedings, costs, claims, demands, damages, expenses, or losses in respect of any damage or injury to any person or the property of any person arising directly or indirectly from the use by the Association.

The Association shall maintain insurance in the sum of at least £5,000,000, (each and every claim) with an office of good repute in respect of third party and public liability claims.

The Association shall be responsible for any damage caused to any pipes, sewers, cables or wires belonging to statutory undertakers or other adjoining owners which are presently in, on or over the Licence area or the approach thereto over the Council's property and shall indemnify the Licensor against any actions or claims by the statutory undertaker or adjoining owners arising from the use of the land by the Licensee.

Termination

This licence can be determined by either party to serving on the other one month's notice on the other.

This licence will be determined by the Council:-

1. Failure to comply with terms above.
2. If the site is required by the Council for any purpose whatsoever, upon the service of one months notice in writing to the Association except in the case of an emergency.
3. If the Association is dissolved, becomes bankrupt.

Upon termination the Association is to reinstate the land to the satisfaction of the Council at its own expense (if required).

For further information contact :

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www.todgrow.forumandco.com