

Briefing Paper to Riverside Area Committee**Wards: All**

12 January 2022

Subject: Community use of Open Space**Briefing Paper of the Assistant Director Streetscene****1. Purpose of the Paper and Summary**

- 1.1 To update members around opportunities for community use of green space in Riverside Area.
- 1.2 To update members on the options to improve the green corridor and land adjacent to Waliker Street and Perry Street car park.

2. Background

- 2.1 The council owns a significant amount of open space across the city, areas of which could be utilised by the local community for growing food and for promoting and encouraging biodiversity in the area.

3. Community use of Public open space

- 3.1 A terms of use agreement form has been drawn up and is attached to this briefing paper for information.
- 3.2 The agreement can easily be adapted to support biodiversity and wildlife projects.
- 3.3 The agreement is a form of licence and NOT a lease which allows the land to be released within 3 months should the need arise.
- 3.4 Applications need to be handled quickly and efficiently so that momentum of the individual projects is not lost.
- 3.5 The level of consultation needs to be agreed to ensure the process does not become over burdensome and time consuming.

3.6 The scheme is available for appropriate areas of council owned open space, applications for use of housing land would need the approval of the appropriate manager.

4. **Waliker St / Perry Street Open Space Consultation** (also covered in the Riverside Regeneration Projects Report)

4.1 Options have been explored and developed to transform the two, currently disused, car parks at the ends of Walliker Street and Perry Street into green spaces.

4.2 Consultation with internal and external partners has been ongoing. Meetings with the Streetcare and Open Spaces Strategic Manager identified no obstacles to the ongoing maintenance of these areas.

4.3 A community consultation event was held at the Lonsdale Community Centre where an exhibition of the proposals was on display between the 7th to the 10th of December, and project team members were on hand to answer any queries on both the 7th and 8th.

4.4 Although attendance was low, the feedback was positive with stakeholders such as the Boulevard Academy and the Hull Food Partnership being particularly keen to get involved. The consultation period is ongoing throughout December and therefore full detailed feedback will be provided once it has all been received and processed.

5. **Next Steps**

5.1 Parks and Open Spaces will offer support and advice to any interested community groups who wish to use local open space for environmental projects

5.2 To further publicise the availability of the scheme via the area teams and city council website.

Andy Burton

Assistant Director Streetscene

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Officer Interests: None

Background Documents: - Sample Community Use Agreement

Sample Community Use Agreement

TERMS OF USE FOR COMMUNITY USE OF COUNCIL OWNED PLOTS OF LAND

Location _____ (Plan attached)

Total Area – _____ square metres (___m²)

Date of agreement _____

Details of Community Group (hereby after referred to as the Association)

Name of Group _____

Main Named Contact _____

Address _____

Telephone _____ Mobile _____

Email _____

Term :- Annual

Rent :- £1 per annum or other nominal sum (if demanded)

Main Terms and conditions:-

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.

The land shall not be used for the purpose of any trade or business.

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.

Composting material will be stacked in an orderly fashion as a compost heap or heaps.

No nuisance or annoyance shall be caused or permitted to the adjacent land and properties whether or not belonging to the Council.

No obstruction or encroachment shall be permitted on any adjacent path or footways.

No trees on the site shall be felled, cut or pruned without the prior written consent of the Council.

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.

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.

The Association to ensure that the use of the land does not affect sight lines and highway safety.

The plants cultivated must be food species to at least 90% of the cultivated area.

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 for agreements

Insurance is required in order to protect the individual's, groups, associations, and Councils involved in community growing to claims from third parties. It is necessary to include the following:

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 area or the approach thereto over the Council's property and shall indemnify the Council against any actions or claims by the statutory undertaker or adjoining owners arising from the use of the land by the Association.

Termination of agreements

The termination of agreements is included to ensure flexibility for the individual's, groups, associations, and Councils involved in community growing to reinstate any land that has been utilised within communities.

The licences can be determined by either party to serving on the other three month's notice on the other.

This licence will be determined by the Council :-

- Failure to comply with terms above.
- 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.
- If the Association is dissolved, becomes bankrupt.

Upon termination the Association or other agreed body in agreement with all parties will reinstate the land to the satisfaction of the Council.

Signed on behalf of the Association:-

Name (print) _____

Signature _____

Signed on behalf of the Council:-

Name (print) _____

Signature _____