

REPORT FROM:	DIRECTOR OF PLACE
TO:	BARROWFORD AND WESTERN PARISHES COMMITTEE
DATE:	7TH FEBRUARY 2024

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LAND TO THE REAR OF 2-24 CHURCH STREET, BARROWFORD

PURPOSE OF REPORT

To update Members as to responses received from residents with regards to the proposed use of the Council's land as garden land, to the rear of the adjacent residential properties (2-24 Church Street, Barrowford).

RECOMMENDATIONS

- (1) That Members note the responses received within the report below.
- (2) That Members consider granting garden tenancies to interested parties on terms to be agreed.
- (3) That if Members agree to grant garden tenancies, the Director of Place be delegated to agree terms and conditions of occupation.

REASONS FOR RECOMMENDATIONS

- (1) To update Members.
- (2) To decide whether to allow local residents to make use of the land.
- (3) To expedite the agreement of terms and conditions without the need for further reports back to this Committee.

BACKGROUND

1. Members of this Committee have previously considered the public use of the above, and authorised Officers to contact the residents backing on to the land, with regards to their interest in using it as a garden extension.
2. Letters to all residents were delivered by hand on the 6th December, 2023, setting out the options available, and asking whether they wished to use the land as a whole as a community garden, or whether they would be interested in renting individual plots directly behind their property.

ISSUE

3. The attached plan shows the potential boundaries between all plots. Only two responses were received from residents, both confirming that they were interested in taking the plots behind their properties (plots E and G).
4. These residents are also interested in taking the plots adjacent, if not of interest to the neighbour backing onto the plot. These are currently shown with asterisks on the plan.
5. There are still likely to be areas/plots not taken up, which would remain as naturalized land not be maintained. To carry out repairs or maintenance to the installed drain, the Council are able to access the land from the adjacent grazing land, where access rights are reserved.
6. There is also an opportunity to permit residents who in the future wish to take tenancies of available plots on the same terms, as enquiries arise.
7. If Members agree to let parts as garden land, restrictive conditions could be imposed as follows:
 - a. The land shall only ever be used as a garden extension from year to year from a date to be agreed
 - b. Access shall be taken to each from the residents own property only
 - c. The letting is neither an allotment nor for agricultural use
 - d. No livestock or poultry shall be kept on the land
 - e. The tenant shall bear the Council's reasonable costs of preparing the tenancy agreement
 - f. The tenant shall indemnify the Council against any claims actions damages losses arising from use of the land
 - g. The tenant shall fence of the land either side as required
 - h. The tenant shall be liable for maintenance of the land and anything upon it
 - i. The tenancy cannot be sub-let or assigned
 - j. No structures (other than fencing) to be erected upon the land
 - k. Planting and fencing is not to affect or damage the drainage system
 - l. The Council reserves the right to enter the land to conduct maintenance to the drainage system
 - m. The Council is able to reclaim any costs that it may incur as a result of remedying any damage caused to the drainage system by the tenant
 - n. The tenancy can be terminated by either party at any time for any reason, whereby the tenant shall if so instructed clear the land to the satisfaction of the Council
 - o. No compensation will be payable upon termination by the Council
8. As lettings will remove the liability for the Council to maintain the areas that are let to tenants and the garden use will require some investment and work by a tenant to access the land, cultivate and maintain it, it is suggested that nil rent be charged for the first five years, whereafter the Council may consider charging a rent at the standard garden tenancy rate.
9. If garden use is acceptable, Members are asked to consider delegating the task of agreeing terms and conditions for each tenancy to the Director of Place.

IMPLICATIONS

Policy: The Council is responsible for the maintenance and upkeep of land within its ownership. The Council works with the local community for the benefit of local residents.

Financial: The Council would normally agree a Licence fee for use of its land, however in this case an environmental benefit would be created and costs to maintain the land would be avoided. The Council may consider granting garden tenancies at nil rental for a 5 year period before considering to implement charges at the then standard garden tenancy rate.

Legal: The Council would agree any tenancies by way of a garden tenancy or licence. The agreement would also have terms to protect the Council, provide for access for the Council to maintain the drainage system, ensure that the land is maintained by tenants and managed correctly, and the Council is indemnified against costs, claims, actions, losses, or damages.

Risk Management: There is a risk that use by residents may result in damage or blockage of the drainage system, which could be managed with supervision and regular inspection. A provision to reclaim any costs the Council incurs remedying any issues caused by tenants will be included in the agreement.

Health and Safety: Responsibility for Health and Safety would be passed onto the individual tenant for the areas let.

Climate Change: Upkeep of the drainage scheme will reduce the impact of flooding created by periods of heavy rainfall and increasingly frequent deluge events.

Community Safety: See Health and Safety above.

Equality and Diversity: Use of the land would be available to all residents who back onto the land.

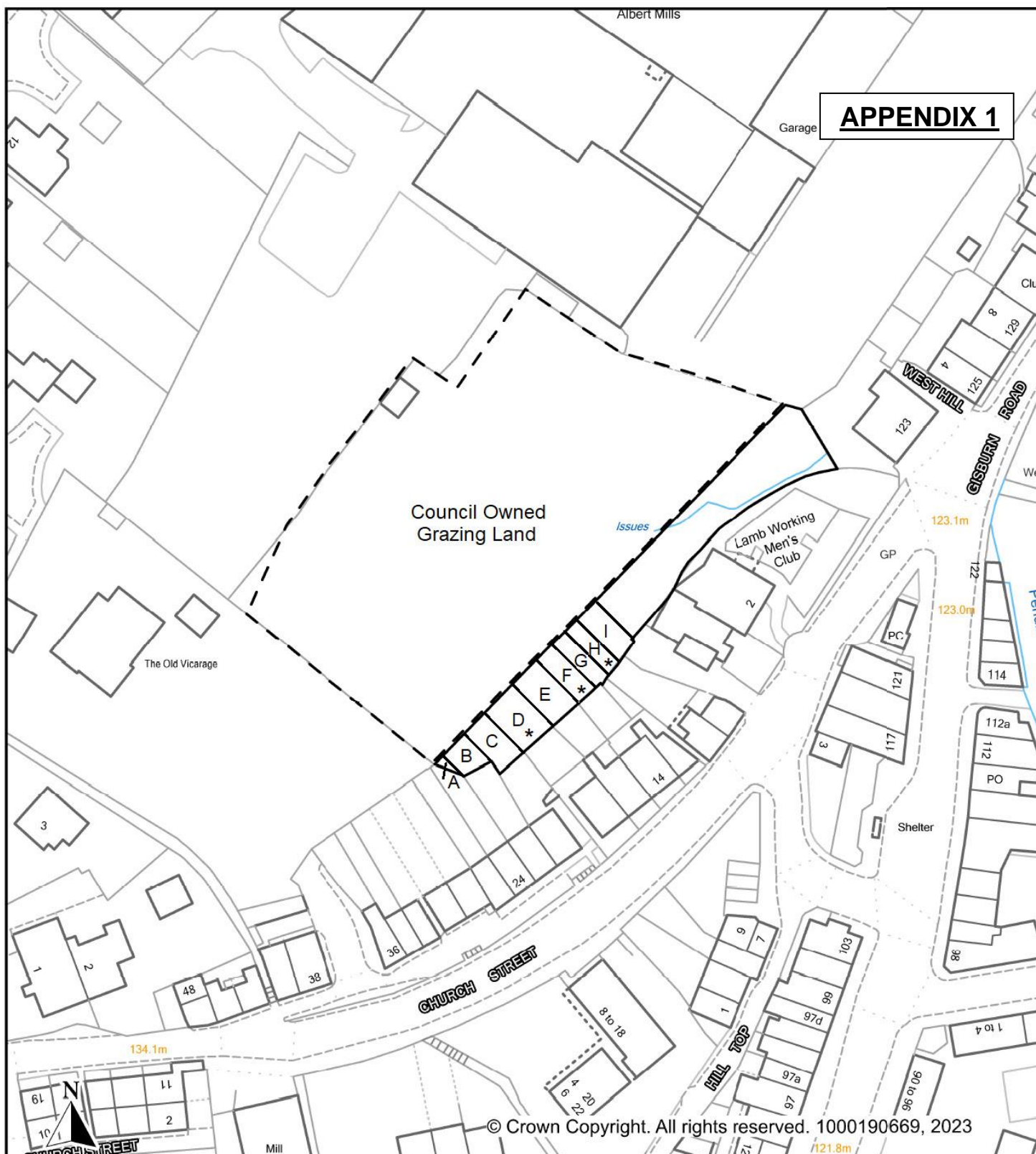
APPENDICES:

Appendix 1 – Boundary plan.

LIST OF BACKGROUND PAPERS:

None.

APPENDIX 1



Description

LAND TO THE REAR OF 2 - 24 CHURCH STREET, BARROWFORD

Plots E & G of interest to resident backing onto the land

* Plots either side which the resident may also take on

Scale 1:1000

Drawing No.

BD

Drawn By
R.P-K

Date
Aug 2023

CAD Reference

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