



Civic Centre, Riverside, Stafford

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Dear Members

### **Cabinet**

A meeting of the Cabinet will be held on **Thursday 9 January 2025** at **6.30pm** in the **Craddock Room, Civic Centre, Riverside, Stafford** to deal with the business as set out on the agenda.

Please note that this meeting will be recorded

Members are reminded that contact officers are shown at the top of each report and members are welcome to raise questions etc in advance of the meeting with the appropriate officer.

A handwritten signature in black ink, appearing to read "I. Curran".

Head of Law and Governance

## **CABINET - 9 JANUARY 2025**

**Chair - Councillor A T A Godfrey**

### **AGENDA**

- 1 Minutes of 5 December 2024 as circulated and published on 6 December 2024
- 2 Apologies
- 3 Councillors' Question Time (if any)
- 4 Proposals of the Cabinet Members (as follows):-

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(i) Stafford Brookes Update	3 - 41
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### **Membership**

**Chair - Councillor A T A Godfrey**

A T A Godfrey	- Leader
R Kenney	- Deputy Leader (Town Centres Regeneration Portfolio)
R P Cooke	- Resources Portfolio
I D Fordham	- Environment Portfolio
J Hood	- Community Portfolio
G P K Pardesi	- Leisure Portfolio
A N Pearce	- Climate Action and Nature Recovery Portfolio
A F Reid	- Economic Development and Planning Portfolio

**Agenda Item 4(a)i**

## Stafford Brooks Update

<b>Committee:</b>	Cabinet
<b>Date of Meeting:</b>	9 January 2025
<b>Report of:</b>	Head of Regulatory Services
<b>Portfolio:</b>	Climate Change and Nature Recovery Portfolio

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### 1 Purpose of Report

- 1.1 To provide a brief description and update on the Stafford Brooks project.
- 1.2 To recommend the signing of the “*Agreement for the provision of habitat enhancements on multiple sites within Stafford*”, as prepared by Staffordshire Wildlife Trust (see **APPENDIX 1**).

### 2 Recommendations

- 2.1 That the “*Agreement for the provision of habitat enhancements on multiple sites within Stafford*” is signed by the Council.

#### Reasons for Recommendations

- 2.2 To enable the ongoing management of habitats on Council land under the terms and requirements of the Stafford Brooks project.

### 3 Key Issues

- 3.1 The Stafford Brooks project is a partnership between the Council, Staffordshire Wildlife Trust (SWT) and the Environment Agency. Through designated funds from National Highways this £4.1 million scheme has delivered environmental enhancements to a number of locations within Stafford. The project aims to improve biodiversity in Stafford and enhance the sites for local communities.
- 3.2 Stafford Brooks project includes seven sites under the Council’s ownership, two Local Nature Reserves and five greenspaces. Of these, three of the smaller open spaces will continue to be managed by Streetscene.
- 3.3 Integral to the success of the project is the continuing management of newly created habitats on the other four Council sites. These are:

- Kingsmead Marsh LNR
- Rising Brook
- Queensville - The Meadows
- Riverside LNR (Fairway)

3.4 Funding from National Highways is provided as part of the Stafford Brooks scheme for the ongoing management of newly created habitats on these sites. Standard maintenance, such as mowing of paths, will continue as normal under Streetscene's management from existing budgets.

3.5 As main contractor and beneficiary of the funding, Staffordshire Wildlife Trust (SWT) has undertaken the habitat improvement works and is committed to carrying out the required future management on the Council's land under the terms of the project.

3.6 In order to allow the management for the sites that SWT are responsible for under the scheme, the signing of the "*Agreement for the provision of habitat enhancements on multiple sites within Stafford*" will ensure that all legal and access requirements are met.

## **4 Relationship to Corporate Priorities**

4.1 Corporate Business Objective 3: To tackle Climate Change by implementing our Climate Change and Green Recovery objectives.

## **5 Report Detail**

5.1 A presentation on the Stafford Brooks project was made to Full Council on 24 January 2023, by representatives of National Highways, the Wildlife Trust and the Council's ecologist.

5.2 The continuity of the watercourse network through Stafford's floodplains provides a rare opportunity to connect these sites at a landscape scale. The Stafford Brooks project aimed to carry out habitat enhancement works, linking a number of sites, and putting into practice the principals of the 'Nature Recovery Network', a strategy which demonstrates the crucial role connected habitats play in creating robust and resilient wildlife populations.

5.3 The project aims to ensure that high quality habitats are established and maintained and protected pursuant to the signing of the Agreement.

5.4 All major habitat works are now complete. On 11 September, ITV Central News broadcast a feature on Stafford Brooks for their show that evening, filmed at the Council's Riverside Local Nature Reserve on Fairway.

5.5 Streetscene officers and the Council's ecologist have been party to site visits and discussions with SWT in regard to ongoing management requirements and approve in principle for these works to take place.

- 5.6 By signing the Agreement, the Council will authorise the Wildlife Trust and their contractors to arrange and carry out the required annual management works. This will be for a minimum of ten years after which time new funding applications will be considered including Agricultural Stewardship agreements to ensure that successful management outcomes continue for the long term.

## **6 Implications**

### **6.1 Financial**

The Council's maintenance liability in relation to its land will not be changed by the signing of this agreement and will continue to be covered from within existing budgets.

### **6.2 Legal**

### **6.3 Human Resources**

None

### **6.4 Risk Management**

None

### **6.5 Equalities and Diversity**

None

### **6.6 Health**

Positive outcomes for health through enhanced natural settings of Council greenspace.

### **6.7 Climate Change**

The project supports the aims of the Council's adaptive Climate Change ambitions.

## **7 Appendices**

Appendix 1: "Agreement for the provision of habitat enhancements on multiple sites within Stafford"

Appendix 2: "Stafford Brooks Site Maintenance Metric" - as set out in Schedule 3 of the main Agreement.

## **8 Previous Consideration**

None

## **9 Background Papers**

None

**Contact Officer:** Bill Waller  
**Telephone Number:** 07800 619676  
**Ward Interest:** Baswich  
**Report Track:** Cabinet 9 January 2025 (Only)  
**Key Decision:** No

DATED

2024

**STAFFORD BOROUGH COUNCIL** (1)

and

**STAFFORDSHIRE WILDLIFE TRUST** (2)

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**AGREEMENT**

for the provision of habitat enhancements on multiple sites within Stafford

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1 Hardman Square  
Manchester  
M3 3EB  
United Kingdom

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Reference STA.645-0001

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**PARTIES**

- (1) **STAFFORD BOROUGH COUNCIL** of Civic Centre, Riverside, Stafford, ST16 3AQ (the "**Council**")
- (2) **STAFFORDSHIRE WILDLIFE TRUST** (registered charity number 259558) whose principal address is a The Wolseley Centre, Wolseley Bridge, Stafford, ST17 0WT ("**SWT**")

**INTRODUCTION**

- A Through designated funds, National Highways have funded an environmental feasibility study into the delivery of environmental enhancements to a number of locations within Stafford. The scheme aims to improve biodiversity in Stafford, which will enhance the sites for local communities as well as helping National Highways to achieve its biodiversity objectives.
- B Stafford is located near the confluence between the rivers Sow and Penk and has numerous smaller water courses which feed into this system. This network of watercourses has shaped the town and several large undeveloped floodplain habitats form a key part of the townscape providing important local greenspace for people and offering the potential to provide a rich and diverse environment for wildlife. The continuity of the watercourse network through Stafford's floodplains provides a rare opportunity to connect these sites at a landscape scale which puts into practice the principals of SWT's 'Nature Recovery Network', a strategy which demonstrates the crucial role connected habitats play in creating robust and resilient wildlife populations that can have an impact not just locally but encourage more widespread recovery.
- C The Council's identified adaptive measures to climate pressures and flooding include working with partner organisations, specifically SWT and the Environment Agency, to implement natural flood management via habitat enhancements and continue to follow the Nature Recovery Network for Stafford Borough developed in partnership with SWT "Climate Adaptation Strategy Stafford Borough (2023)".
- D The Project will target enhancements strategically to promote a highly connected landscape of improvements to wildlife so that it can produce robust and resilient populations to cope with pressures such as climate change, pollution and surrounding development in an urban situation.
- E The Project aims to ensure that high quality habitats are established and maintained and protected pursuant to this Deed affording them near the highest level of protection currently prescribed for biodiversity within the UK.
- F The Council is the freehold owner with title absolute of the Property free from encumbrances.
- G Pursuant to the Funding Agreement, SWT have agreed to undertake detailed design and implementation works of habitat enhancement on the Property, which will be funded by National Highways in order to achieve agreed project outcomes.

- H The Council, in accordance with this Deed, have agreed to allow access by SWT to carry out the necessary works required pursuant to the Funding Agreement and for on-going monitoring and maintenance.
- I The Property will continue to be publicly accessible and provide a key service in providing access and enjoyment of the natural environment, which has proven benefits to health and wellbeing.

**IT IS AGREED THAT:**

**1 INTERPRETATION**

1.1 In this Deed unless the context otherwise requires:

- (a) words importing persons include firms companies and corporations and vice versa;
- (b) any reference to any statute (whether or not specifically named) shall include any statutory modification or re-enactment of it for the time being in force and any order instrument regulation permission and direction made or issued under it or under any statute replaced by it or deriving validity from it;
- (c) where any warranty is given or obligation is undertaken by two or more persons jointly those persons shall be jointly and severally liable in respect of that warranty or obligation and where any warranty is given or obligation is undertaken for the benefit of two or more persons jointly those persons shall be jointly and severally entitled to that benefit;
- (d) any obligation on any Party not to do or omit to do anything shall be deemed to include an obligation not to allow that thing to be done or omitted to be done by any person under its control and any obligation on a Party to do something shall be fulfilled if they procure that it is done;
- (e) the headings in this Deed shall not affect its interpretation;
- (f) any sum payable by one Party to another shall be exclusive of VAT which shall where it is chargeable be paid in addition to the sum in question at the time when the sum in question is due to be paid subject always to the receipt on or before the date for payment of a VAT invoice;
- (g) references to clauses sub-clauses paragraph numbers schedules or plans are references to clauses sub-clauses paragraph numbers schedules or plans in this Deed and references to paragraph numbers within a schedule shall unless otherwise stated be taken to be references to the paragraph number within the schedule within which the relevant paragraph appears;
- (h) words incorporating the singular include the plural and words importing any gender include every gender.

1.2 In this Deed unless the context otherwise requires the following expressions shall have the following meanings:

**“Access Conditions”** means those conditions specified in Schedule 5.

**“Access Plans”** means those plans appended to Schedule 4 identifying the agreed point and routes of access to each Site.

**“Biodiversity Gain Site Register”** means the biodiversity gain site register established pursuant to section 100 of the Environment Act 2021.

**“Biodiversity Net Gain Unit(s)”** means the units of biodiversity value as calculated pursuant to any relevant biodiversity metric (comprising habitat, hedgerow and watercourse units) (including for the avoidance of doubt the National Highways BNG Units) that are created pursuant to the Initial Intervention Works and Maintenance and Establishment Works.

**“CDM Regulations”** means The Construction (Design and Management) Regulations 2015.

**“Council Works”** means those works being allocated to the Council (defined as “SBC”) in the site maintenance responsibility matrix contained in Schedule 3 and such other works as shall be agreed between the Parties (acting reasonably).

**“Environment”** means all and any of the following media, being land, water and air (wherever situate) including without limitation those media within buildings or other natural or man made structures above or below ground and any living organism (including man, flora and fauna) and the ecosystems on which they depend.

**“Environmental Authority”** means any legal person or entity including any government or government agency having regulatory authority under Environmental Law and for the avoidance of any doubt includes (but is not limited to) the Environment Agency and the relevant local authority.

**“Environmental Law”** means all applicable laws, statutes, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, and legally binding codes of practice and guidance notes (as amended from time to time) each to the extent that they are legally binding and in so far as they relate to the protection of the Environment the remedying of harm to the Environment or recompense in relation to such harm including arising from civil proceedings.

**“Establishment Period”** means a period of five years from completion of the Initial Intervention Works on each Site or such other period as SWT should require in order to meet the requirements of National Highways pursuant to the Funding Agreement.

**“Expert”** means a person having satisfactory and appropriate professional qualifications and experience in such matters relevant to this Deed and/or the matter in dispute either appointed jointly by the Parties or in default of agreement by the Parties on the identity of an expert within seven days of either Party serving details of a suggested Expert on the other, either Party may request the President for the time being of the Royal Institution of Chartered Surveyors (or other appropriate and available officer on his behalf) (the ‘**President**’) to appoint an Expert to whom the following provisions shall apply:

- (a) the Expert shall act as an expert and not as an arbitrator;

- (b) the charges and expenses of the Expert shall be borne equally between the Parties or in such other proportions as the Expert may direct;
- (c) the Expert shall give the Parties an opportunity to make representations and counter representations to him before making his decision;
- (d) the Expert shall be entitled to obtain opinions from others if he so wishes;
- (e) the Expert shall give reasons for his decisions;
- (f) the Expert shall comply with any time limits or other directions agreed by all Parties on or before his appointment and in particular he shall be requested to use all reasonable endeavours to complete the procedures and issue his determination within four weeks of his appointment;
- (g) The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the Parties in the absence of manifest error or fraud;
- (h) the fees of the Expert shall include all VAT and disbursements; and
- (i) if the Expert dies or becomes unwilling or incapable of acting or does not deliver a decision within the time required then either Party may apply to the President to appoint a replacement Expert and these provisions shall apply to the new Expert as if he were the first Expert appointed.

**“Funding Agreement”** means the agreement dated 17 March 2024 made between (1) National Highways and (2) SWT.

**“Hazardous Substances”** means any natural or artificial substance (whether solid, liquid or gas), material or organism which alone or in combination with others is capable of causing harm to the Environment.

**“Initial Intervention Works”** means the initial interventions on the Property described in paragraph 5.1 of each of the Site Design and Habitat Monitoring & Maintenance Reports contained within Parts 1 to 7 of Schedule 2 of this Deed and any other initial intervention works required pursuant to the Funding Agreement subject to any variation of the same agreed (where required) with National Highways pursuant to the Funding Agreement and notified to the Council pursuant to clause 3.5.

**“Intellectual Property Rights”** means:

- (a) any copyright, moral rights, related rights in the nature of copyright, patents, trademarks, trade names, service marks, design rights, registered design rights, database rights, rights in computer software, semiconductor topography rights and any undisclosed or confidential information such as knowhow, drawings, methodologies, processes, techniques or trade secrets or inventions (whether patentable or not);
- (b) all applications for registration, and the right to apply for registration, for any of the rights listed in (a) above that are capable of being registered;

- (c) all other rights having equivalent or similar effect in any jurisdiction; and
- (d) all rights to take action against any third party in connection with the enforcement of any of the above rights and/or any resulting damages

**"Interest Rate"** means 4% above the base rate of the Bank of England from time to time.

**"Maintenance and Establishment Works"** means the ongoing maintenance and establishment works on the Property described in paragraph 5.2 of each of the Site Design and Habitat Monitoring & Maintenance Reports contained within Parts 1 to 7 of Schedule 2 of this Deed and any other ongoing maintenance and establishment works required pursuant to the Funding Agreement subject to any variation of the same agreed (where required) with National Highways pursuant to the Funding Agreement and notified to the Council pursuant to clause 3.5.

**"Material"** means all documents, drawings, designs (including computer-aided design (CAD) and computer-aided manufacturing (CAM) materials), diagrams, plans, specifications, models, calculations, technical data, reports and other documents and recorded information, in any format and of any nature whatsoever, which have been or shall be written, prepared and/or produced by or on behalf of either Party for any purpose whatsoever in connection with the Project.

**"Monitoring Period"** means such period required for the habitat within the Property to reach the target condition being:

- (a) For Site 1 only, 12 years from the date of completion of the Initial Intervention Works on Site 1;
- (b) For Site 3 only, 15 years from the date of completion of the Initial Intervention Works on Site 3;
- (c) For Site 5 only, 15 years from the date of completion of the Initial Intervention Works on Site 5;
- (d) For Site 7 only, 10 years from the date of completion of the Initial Intervention Works on Site 7;
- (e) For Site 8 only, 20 years from the date of completion of the Initial Intervention Works on Site 8;
- (f) For Site 9 only, 15 years from the date of completion of the Initial Intervention Works on Site 9; and
- (g) For Site 10 only, 15 years from the date of completion of the Initial Intervention Works on Site 10,

or such other period as SWT may in their discretion determine is appropriate or as may be required pursuant to the Funding Agreement.

**"Monitoring Requirements"** means the monitoring requirements described in paragraph 5.3 of each of the Site Design and Habitat Monitoring & Maintenance Reports contained within Parts 1 to 7 of Schedule 2 of this Deed and any other

monitoring requirements under the Funding Agreement subject to any variation of the same agreed (where required) with National Highways pursuant to the Funding Agreement and notified to the Council pursuant to clause 3.5.

**“National Highways”** means National Highways Limited (company number 9346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ.

**“National Highways BNG Units”** means such Biodiversity Net Gain Units that are created through the Project calculated pursuant to the Defra 2.0 metric that are not to be registered, traded or otherwise dealt with as stipulated under the Funding Agreement.

**“Natural Capital Asset(s)”** means tradeable Biodiversity Net Gain Units and/or any other saleable or value generating assets relating to natural capital created or derived at any time during the continuation of this Deed on or in respect of the Property as a result of the Initial Intervention Works and/or the Maintenance and Establishment Works.

**“Natural England”** means Natural England or such other replacement body responsible for the Biodiversity Gain Site Register.

**“Nominated Officer” means:**

- (a) For the Council, [ ] of [ ]
- (b) For SWT, Rob Woodhouse of Staffordshire Wildlife Trust, The Wolseley Centre, Wolseley Bridge, Stafford, ST17 0WT

**“Parties”** means the Council and SWT and **“Party”** shall mean any one of them.

**“Plan 1”** means the plan appended hereto within Annex 1.

**“Plan 2”** means the plan appended hereto within Annex 2.

**“Planning Act”** means the Town and Country Planning Act 1990 (as amended).

**“Project”** means the carrying out of the Initial Intervention Works and Maintenance and Establishment Works on the Property in order to deliver biodiversity enhancements.

**“Property”** means the areas of land described in Schedule 1.

**“Site 1”** means such part of the Property defined in paragraph 1 of Schedule 1.

**“Site 3”** means such part of the Property defined in paragraph 2 of Schedule 1.

**“Site 5”** means such part of the Property defined in paragraph 3 of Schedule 1.

**“Site 7”** means such part of the Property defined in paragraph 4 of Schedule 1.

**“Site 8”** means such part of the Property defined in paragraph 5 of Schedule 1.

“**Site 9**” means such part of the Property defined in paragraph 6 of Schedule 1.

“**Site 10**” means such part of the Property defined in paragraph 7 of Schedule 1.

“**Site(s)**” means any one or more (as the context so admits) of Site 1, Site 3, Site 5, Site 7, Site 8, Site 9 and Site 10.

“**Statutory Requirements**” means any statute, statutory instrument, regulation, rule or order made under any statute or directive in force from time to time which affects the relevant obligations under this Deed and any policy, regulation or bye-law of any local authority or statutory undertaker which is applicable to the relevant obligations under this Deed.

“**Term**” means the period commencing on the date of this Deed and expiring on the termination or rescission of this Deed in accordance with its terms.

“**VAT**” means value added tax and includes any future tax of a like nature.

“**Working Days**” means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday.

## **2 EXCLUSIVITY**

- 2.1 In consideration of SWT carrying out its obligations in this Deed the Council warrants and undertakes that it shall not enter into any negotiations with any third party regarding the sale or other disposal of the Property or any Natural Capital Asset otherwise than in accordance with this Deed.
- 2.2 The Council shall not dispose of the Property without the approval of SWT (such approval not to be unreasonably withheld or delayed).
- 2.3 Promptly following the date of this Deed the Council shall register a restriction on the title of the Property at HM Land Registry as follows:

*No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Staffordshire Wildlife Trust of The Wolseley Centre, Wolseley Bridge, Stafford, ST17 0WT or their conveyancer that the provisions of clause 2.2 of the Agreement dated [ ] made between (1) Stafford Borough Council and (2) Staffordshire Wildlife Trust have been complied with.*

- 2.4 Upon termination of this Deed SWT hereby consent to the removal of the restriction required pursuant to clause 2.3.

## **3 OBLIGATIONS OF SWT**

- 3.1 As soon as reasonably practicable after the date of this Deed and having regard to the planting seasons and any Statutory Requirements, SWT will commence and thereafter diligently proceed to carry out and complete the Initial Intervention Works.
- 3.2 Following completion of the Initial Intervention Works on each Site SWT shall carry out the Maintenance and Establishment Works for the Establishment Period.



- 3.3 SWT may, at their discretion, proceed to continue to carry out the Maintenance and Establishment Works beyond the Establishment Period.
- 3.4 SWT shall monitor the performance of the Project in relation to such part or parts of the Property for the Monitoring Period in accordance with the Monitoring Requirements.
- 3.5 SWT may, at their discretion, vary the Initial Intervention Works, Maintenance and Establishment Works and/or Monitoring Requirements PROVIDED THAT National Highways have approved any such variation (if so required pursuant to the Funding Agreement) and SWT notifies the Council of any material variations within the meetings held pursuant to clause 9.1.
- 3.6 SWT shall keep records of all monitoring undertaken pursuant to clause 3.4 and these details shall be made available, upon request, to the Council.
- 3.7 SWT will comply with the provisions of the Funding Agreement and will:
- (a) Provide the Council upon written request up-to-date information on what funding has been spent and remains to be claimed by SWT under the Funding Agreement; and
  - (b) Notify the Council as soon as reasonably practicable of any known or anticipated breach of the Funding Agreement by SWT
- 3.8 SWT will maintain the following insurance policies for the duration of this Deed:
- (a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and
  - (b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.
- 3.9 On Site 8, the Council will allow the grazing of animals and SWT shall give the Council prior notice of any proposed grazing arrangements, which will require the approval of the Council (such approval not to be unreasonably withheld or delayed) and SWT will be responsible for the erection and on-going maintenance of any stock fencing reasonably required on the Property for the Term.

#### **4 OBLIGATIONS OF THE COUNCIL**

- 4.1 The Council will not knowingly do or cause or permit anything to be done to or upon the Property that shall or may:
- (a) result in a material change in the state and/or character and/or condition of the Property (without the prior written consent of SWT not to be unreasonably withheld or delayed);
  - (b) damage any of the habitat located on the Property;

- (c) make the carrying out of the Initial Intervention Works and Maintenance and Establishment Works any more expensive; and/or
  - (d) breach, prejudice or restrict compliance with the Funding Agreement by SWT.
- 4.2 The Council hereby warrants that there is no legal impediment to carrying out the Initial Intervention Works and Maintenance and Establishment Works contained within the title to the Property.
- 4.3 The Council shall be responsible for undertaking the Council Works on the Property and the Council will:
- (a) Carry out the Council Works:
    - (i) in a proper and workmanlike manner;
    - (ii) in accordance with a grass cutting programme reasonably required by SWT;
    - (iii) with reasonable skill and care;
    - (iv) in a safe manner and free from any unreasonable or avoidable risk to any person's health and wellbeing;
    - (v) in a manner that does not cause any damage to the habitat on the Property;
    - (vi) in compliance with all relevant Statutory Requirements; and
    - (vii) in accordance with the terms of this Deed.
  - (b) Not carry out the Council Works when SWT is carrying out the Initial Intervention Works and Maintenance and Establishment Works unless otherwise agreed and/or instructed by SWT (acting reasonably).
  - (c) Upon SWT having served the Council notice pursuant to clause 5.1, promptly provide notice of any planned Council Works within the next 12 months on that Site and agree a timetable for such works with SWT (acting reasonably) that will not in any way impact upon the Initial Intervention Works and thereafter on the anniversary of the service of the notice by SWT pursuant to clause 5.1 on an annual basis provide SWT with a programme of Council Works for the Site and agree the said programme with SWT (acting reasonably) ensuring that any such works will not in any way impact upon the Initial Intervention Works and Maintenance and Establishment Works with any changes to the programme being discussed and agreed by the Parties pursuant to the meetings held under clause 9.1.
  - (d) Promptly carry out any part or parts of the Council Works upon the reasonable request of SWT where it is determined (acting reasonably) that such works are needed:
    - (i) for good estate management; or

- (ii) in order to allow for SWT to carry out its Initial Intervention Works and/or Maintenance and Establishment Works; or
  - (iii) in order to allow for the success of the Project; or
  - (iv) in order to comply with the Funding Agreement
- (e) maintain public liability indemnity insurance in relation to the Property with a limit of indemnity of no less than ten million pounds (£10,000,000) for any one claim or series of claims.
- (f) Not use any chemicals or pesticides on the Property within 8 metres of any part or parts of the Property where the Initial Intervention Works and/or Maintenance and Establishment Works are undertaken (or are to be undertaken) without the prior written approval of SWT (such approval not to be unreasonably withheld or delayed).
- 4.4 In the event that SWT serves notice on the Council pursuant to clause 4.3(d) to carry out Council Works and the Council fails to carry out these works within a reasonable period of time then SWT may serve a further notice on the Council providing no less than 7 days notice for the Council to complete the Council Works and if the Council fail to do this then SWT may step in and instruct their own contractors to carry out the Council Works and recover their costs as a debt due from the Council with any invoice raised by SWT being payable by the Council within 20 Working Days of receipt.

## **5 ACCESS LICENCE**

- 5.1 SWT may access each of the Sites by first giving no less than one weeks' notice (in relation to each Site) in order to carry out the Initial Intervention Works subject at all times to the Access Conditions (the "**Initial Notice**").
- 5.2 Upon the Initial Notice being served on the Council SWT may thereafter access the relevant Site in order to comply with the provisions of this Deed without further notice being served on the Council subject at all times to the Access Conditions PROVIDED THAT where maintenance is required that was not anticipated as part of the Maintenance and Establishment Works then SWT will be required to give the Council no less than one week's notice (for the particular Site) in order to carry out such works.
- 5.3 Prior to the service of the Initial Notice, SWT may access any part or parts of the Property in order to carry out surveys and ground investigations and shall provide at least 7 days notice of any such access provided that SWT shall at all times comply with the Access Conditions.
- 5.4 Access under this clause 5 shall be extended to SWT's employees, contractors, consultants, National Highways and anyone else authorised to act on SWT's behalf.
- 5.5 Any proposals for events on the Property for promotional or educational activities linked to the Project arranged by either the Council or SWT must have obtained the prior approval of the other Party (such approval not to be unreasonably withheld or delayed).

- 5.6 SWT shall hold all necessary permits and consents to carry out any surveys, tests and/or works pursuant to the licence granted under this clause 5.
- 5.7 SWT shall provide the Council with a copy of the final results of any reports, surveys and technical investigations undertaken on the Property pursuant to this clause 5 and shall provide draft copies if reasonably requested in writing.
- 5.8 Both Parties hereby agree to observe and comply with the Access Conditions.

## **6 RECISSION OF THIS DEED**

- 6.1 A Party may rescind this Deed by notice to the other in the circumstances set out in clause 6.2 and on the terms set out in the remainder of this clause.
- 6.2 A Party may rescind this Deed by notice in writing to the other Party if:
- (a) an order is made or a resolution is passed which leads to the successful winding up of the other Party (save in the case of a resolution for the voluntary liquidation of a solvent company in the case of amalgamation or reconstruction); or
  - (b) an order is made for an administration order to be made in relation to the other Party; or
  - (c) the other Party 's directors make a proposal for voluntary arrangement (within the meaning of Part 1 of the Insolvency Act 1986); or
  - (d) the other Party makes any composition or arrangement with its creditors; or
  - (e) an incumbrancer takes possession of or a receiver or an administrative receiver is appointed over assets of the other Party including without limitation this Deed; or
  - (f) an Administrator is appointed over the other Party; or
  - (g) the other Party shall be struck off the register of companies under the Companies Act 2006; or
  - (h) the other Party fails to remedy any material breach or any series of breaches which if taken together would constitute a material breach of any of the other Party 's covenants in this Deed within a reasonable period after notice or notices to the other Party requiring the other Party to remedy such material breach or breaches.
- 6.3 SWT may terminate this Deed by serving at least 6 months written notice on the Council if:
- (a) National Highways fail to provide any part of the funding when required to do so under the Funding Agreement; or
  - (b) The Funding Agreement is terminated prior to all funding being provided to SWT under the Funding Agreement; or

- (c) There is any claim against SWT by National Highways which results in the return of any of the funding provided under the Funding Agreement
- 6.4 SWT may serve notice pursuant to clause 6.3 in relation to any one or more Sites upon which this Deed shall continue to apply in relation to those Sites that are not the subject of the notice.
- 6.5 SWT may suspend performance of any obligations under this Deed where notice is served on the Council pursuant to clause 6.3.
- 6.6 Upon the completion of the Monitoring Period either Party may terminate this Deed by serving written notice on the other.
- 6.7 A Party may rescind only while the situation giving rise to the right to rescind continues.
- 6.8 Rescission is without prejudice to a Party's rights against the other for previous breaches of this Deed.
- 6.9 If this Deed is rescinded or terminated in accordance with this Deed:
  - (a) neither Party shall have any further rights or obligations under this Deed except for:
    - (i) the rights of either Party in respect of any earlier breach of this Deed; and
    - (ii) the provisions of clauses 6 and 7 which shall continue in force notwithstanding the termination of this contract;
  - (b) the Council shall not damage, remove and/or build over any habitat created pursuant to the Project and shall use reasonable and commercially sensible endeavours to maintain the habitat in perpetuity unless otherwise agreed with SWT (acting reasonably).
  - (c) within 10 Working Days after the termination, SWT shall apply to remove all entries relating to this Deed registered against the Council's title to the Property.

## **7 BIODIVERSITY NET GAIN UNITS**

- 7.1 The ownership of all Natural Capital Assets shall remain with SWT only and their permitted assigns.
- 7.2 The Council shall not:
  - (a) Trade, assign, allocate or otherwise deal with any Natural Capital Assets; or
  - (b) Register any of the Sites on the Biodiversity Gain Site Registerunless otherwise approved by SWT.

## **8 ADDITIONAL FUNDING**

- 8.1 SWT reserves the right to apply for additional funding from any third party in order to undertake any part or parts of the Project.
- 8.2 In the event that the Council propose to fund any part of the Project and/or additional habitat enhancement works on the Property then the Council must first liaise with SWT with regards to the proposed programme of work and funding available and the Council will only be permitted to proceed with such works with the prior written approval of SWT (such approval not to be unreasonably withheld or delayed) PROVIDED THAT at all times there shall be no conflict with the Funding Agreement nor the Initial Intervention Works and Maintenance and Establishment Works unless otherwise agreed by SWT.

## **9 COMMUNICATION**

- 9.1 The Parties shall meet every 3 months (or at such other intervals as maybe agreed by the Parties from time to time) during the Term to co-operate and report on progress:
- (a) in carrying out the Initial Intervention Works and Maintenance and Establishment Works;
  - (b) compliance with the Funding Agreement and remaining levels of funding;
  - (c) any third party funding opportunities;
  - (d) in carrying out any monitoring pursuant to the Monitoring Requirements;
  - (e) in carrying out the Council Works (and any need for Council Works);
  - (f) in complying with the obligations in this Deed;
  - (g) in carrying out any variations to the Initial Intervention Works, Maintenance and Establishment Works and/or Monitoring Requirements; and
  - (h) to resolve issues, make necessary decisions and to review and discuss any relevant documents related to the implementation and/or ongoing management and maintenance of the Project.

## **10 NOTICES**

- 10.1 Any notice to be given under this Deed shall only be given in writing and shall be signed by the relevant party or its solicitors.
- 10.2 Any notice or document to be given or delivered under this agreement must be given by delivering it personally or sending it by pre-paid first class post or recorded delivery to the address and for the attention of the relevant party as follows:
- (a) in respect of the Council:

Stafford Borough Council, Civic Centre, Riverside, Stafford, ST16 3AQ

Marked for the attention of William Waller

or to such other address, or for the attention of such other person, as was last notified in writing by the Council to SWT; and

(b) to SWT at:

Staffordshire Wildlife Trust, The Wolseley Centre, Wolseley Bridge, Stafford,  
ST17 0WT

Marked for the attention of Rob Woodhouse

or to such other address or for the attention of such other person, as was last notified in writing by SWT to the Council.

10.3 Any such notice will be deemed to have been received:

(a) if delivered personally, at the time of delivery; and

(b) in the case of pre-paid first class post or recorded delivery, on the second Working Day after posting.

10.4 In proving service it will be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted as a prepaid first class or recorded delivery letter as the case may be.

10.5 A notice given or document delivered under this Deed will not be validly given or delivered if sent by fax or e-mail.

## **11 GOOD FAITH**

The Parties shall at all times conduct matters in utmost good faith to each other in relation to this Deed and shall do all such acts and things as may reasonably be required to comply with the terms and the spirit of this Deed.

## **12 NO PARTNERSHIP**

This Deed shall not be construed as creating any partnership between the Parties.

## **13 INTEREST**

If a Party fails to make any payment due under this Deed by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the Interest Rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after any judgment, and shall be compounded quarterly. The defaulting party shall pay the interest together with the overdue amount.

## **14 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

For the purpose of Section 1(2) of the Contracts (Rights of Third Parties) Act 1999 the Parties do not intend any term of this Deed to be enforced by any third parties but

any third party right which exists or is available independently of that Act is preserved.

## **15 STATUTORY REQUIREMENTS**

The Parties shall in carrying out their obligations under this Deed comply with all statutory requirements, including but not limited to compliance with the Bribery Act 2010 and shall ensure that their duly authorised representatives do the same.

## **16 PROPER LAW**

This Deed shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English Courts.

## **17 PUBLICITY**

17.1 The Parties shall keep in confidence the financial provisions of this Deed as well as any terms of the Funding Agreement.

17.2 Clause 17.1 shall not apply to the extent that any Party is:

- (a) obliged by law or by the London Stock Exchange to disclose any information but where possible it shall before making that disclosure advise the other parties that it is about to do so; or
- (b) in negotiation for the transfer of their interest in this Deed;
- (c) engaged in a professional capacity by either the Council or SWT to provide financial or legal advice provided always that such advisor is under a similar obligation of confidentiality to that set out in this Deed.

17.3 SWT hereby agrees to participate in and co-operate with reasonable promotional and educational activities relating to the Project that are proposed by the Council PROVIDED THAT any such activities are approved by SWT (such approval not to be unreasonably withheld or delayed).

17.4 SWT reserves the right to carry out reasonable promotional and educational activities relating to the Project PROVIDED THAT where the Council are referenced in any promotional material the Council's consent (not to be unreasonably withheld or delayed) must be obtained.

## **18 COPYRIGHT**

18.1 The Parties hereby agree that all rights (including Intellectual Property Rights), title and interests in the Material prepared by or on behalf of either Party shall remain the property of that Party.

## **19 DATA PROTECTION**

19.1 Each Party shall, at its own expense, ensure that it complies with Statutory Requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including: (i) the Data Protection Act 2018 and any successor UK Legislation; (ii) the retained EU law version of General



Data Protection Regulation ((EU) 2016/679) (UK GDPR); and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party ("**Data Protection Legislation**").

- 19.2 At the date of this Deed, the Parties do not foresee either party processing personal data on behalf of the other. If, during the Term, this assumption proves to be incorrect and one or more party is processing personal data on behalf of the other, the parties will enter into a data processing agreement that complies with all applicable Data Protection Legislation.

## **20 DEALING WITH THIS DEED**

The Parties may assign the benefit of this Deed provided that the approval of the other party is provided (such approval not to be unreasonably withheld or delayed).

## **21 GENERAL DISPUTE**

Any dispute or difference between the Parties in relation to this Deed shall be referred in the first instance to a Nominated Officer of the Council and SWT who shall meet on a without prejudice basis as soon as reasonably practicable to consider the dispute and an appropriate way to resolve. If within a period of 30 days following such meeting, the Parties have failed to find a resolution, either Party shall be entitled to refer the dispute to an Expert in accordance with this Deed, and the process set out in the definition of "Expert" shall apply.

## **22 SEVERABILITY**

If any of the provisions of this Deed are found by a court or other competent authority to be void or unenforceable it shall be deemed to be deleted from this Deed and the remaining provisions shall continue to apply. The Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision found to be void or unenforceable.

**IN WITNESS** of which this document has been executed and, on the date set out above, delivered as a deed.

## **SCHEDULE 1**

### **Property**

#### **1 SITE 1**

- 1.1 Land known as Kingsmead Marsh, Stafford shown edged red on the site location plan contained in paragraph 2.1 of the Site Design and Habitat Monitoring & Maintenance Report appended to Part 1 of Schedule 2 of this Deed and registered at HM Land Registry under title number SF519969.

#### **2 SITE 3**

- 2.1 Land known as Kingston Pool Covert (South), Stafford shown edged red on the site location plan contained in paragraph 2.1 of the Site Design and Habitat Monitoring & Maintenance Report appended to Part 2 of Schedule 2 of this Deed and registered at HM Land Registry under title number SF356000.

#### **3 SITE 5**

- 3.1 Land known as Rising Brook, Stafford shown edged red on the site location plan contained in paragraph 2.1 of the Site Design and Habitat Monitoring & Maintenance Report appended to Part 3 of Schedule 2 of this Deed and registered at HM Land Registry under title numbers SF508936 and SF150358.

#### **4 SITE 7**

- 4.1 Land known as Queensville, Stafford shown edged red on the site location plan contained in paragraph 2.1 of the Site Design and Habitat Monitoring & Maintenance Report appended to Part 4 of Schedule 2 of this Deed and registered at HM Land Registry under title number SF360583.

#### **5 SITE 8**

- 5.1 Land known as the Fairway, Stafford shown edged red on the site location plan contained in paragraph 2.1 of the Site Design and Habitat Monitoring & Maintenance Report appended to Part 5 of Schedule 2 of this Deed and registered at HM Land Registry under title numbers SF508453 and SF527481.

#### **6 SITE 9**

- 6.1 Land known as Littleworth Tennis Courts, Stafford shown edged red on the site location plan contained in paragraph 2.1 of the Site Design and Habitat Monitoring & Maintenance Report appended to Part 6 of Schedule 2 of this Deed and registered at HM Land Registry under title number SF508449.

#### **7 SITE 10**

- 7.1 Land known as Corporation Street Bowling Green, Stafford shown edged red on the site location plan contained in paragraph 2.1 of the Site Design and Habitat Monitoring & Maintenance Report appended to Part 7 of Schedule 2 of this Deed and registered at HM Land Registry under title number SF509090.

**SCHEDULE 2**

**WORK SPECIFICATION**

**PART 1 – SITE 1 KINGSMEAD**

**SITE DESIGN AND HABITAT MAINTENANCE REPORT**

**PART 2 – SITE 3 KINGSTON POOL COVERT SOUTH**  
**SITE DESIGN AND HABITAT MAINTENANCE REPORT**

**PART 3 – SITE 5 RISING BROOK**

**SITE DESIGN AND HABITAT MAINTENANCE REPORT**

**PART 4 – SITE 7 QUEENSVILLE (THE MEADOWS)**  
**SITE DESIGN AND HABITAT MAINTENANCE REPORT**

**PART 5 – SITE 8 FAIRWAY (RIVERSIDE LNR)**  
**SITE DESIGN AND HABITAT MAINTENANCE REPORT**

**PART 6 – SITE 9 LITTLEWORTH TENNIS COURT**  
**SITE DESIGN AND HABITAT MAINTENANCE REPORT**



**PART 7 – SITE 10 CORPORATION ST BOWLING GREEN**  
**SITE DESIGN AND HABITAT MAINTENANCE REPORT**

**SCHEDULE 3**  
**COUNCIL WORKS / SWT WORKS**  
**MAINTENANCE AND RESPOSIBILITY METRIC**

**SCHEDULE 4**  
**ACCESS PLANS**

## SCHEDULE 5

### ACCESS CONDITIONS

#### 1 **SWT's obligations**

1.1 When carrying out the Initial Intervention Works and Maintenance and Establishment Works and any other operation on the Property that is the responsibility of SWT pursuant to this Deed (the "**Project Works**"), SWT shall carry out and complete the Project Works:

- (a) in a proper and workmanlike manner;
- (b) with reasonable skill and care;
- (c) in a safe manner and free from any unreasonable or avoidable risk to any person's health and wellbeing;
- (d) in compliance with all relevant Statutory Requirements; and
- (e) in accordance with the terms of this Deed.

1.2 When appointing any contractors to undertake the Project Works SWT will ensure that they hold reasonable and appropriate levels of public liability indemnity insurance.

#### 2 **Access arrangements**

2.1 The Council hereby warrants to SWT that the point of access and route of access for each Site:

- (a) is as shown on the Access Plans;
- (b) will in all cases be directly from the adopted highway and through land solely owned by the Council;
- (c) will in all cases be suitable for pedestrian and machinery access reasonably required to undertake the Project Works;
- (d) may differ due to weather conditions and should there be any impediment to access over the route prescribed in the Access Plans then an alternative access that is of comparable specification, quality and ease will be provided by the Council to SWT; and
- (e) should there need to be alternative access for pedestrian and machinery then the Council will promptly notify SWT from the date of this Deed and the suitable access will be agreed between the parties acting reasonably.

2.2 Machinery or plant used as part of the Project Works can only be operated on the Property between the times of 8.00am to 6.00pm Monday to Friday and 8am to 1pm on a Saturday.

- 2.3 SWT may utilise any suitable plant and machinery in order to carry out the Project Works PROVIDED THAT if any large machinery is required that would not ordinarily be needed in order to carry out the Project Works and was not anticipated by either Party at the date of this Deed then SWT will undertake task and site-specific risk assessments and prepare method statements before use that will be made available to the Council upon request.
- 2.4 The Parties acknowledge that the Property is open to the public PROVIDED THAT the Council hereby agree that:
- (a) SWT may close such reasonable part or parts of each Site where reasonably required to carry out any aspect of the Project Works and SWT will notify the Council of any such closures; and
  - (b) SWT may enclose certain areas of the Property preventing public access in order to protect the establishment of habitat for such period as the Parties shall agree acting reasonably.
- 2.5 The Parties hereby agree that SWT may erect signage on the Property associated with the habitat and biodiversity and the Project in such form as shall be approved by the Council (such approval not to be unreasonably withheld or delayed).

### **3 Access for the Council during the Project Works**

- 3.1 During the carrying out of the Project Works, the Council may enter the Property to view the state and progress of the Project Works.
- 3.2 In exercising the rights referred to in paragraph 3.1 the Council will:
- (a) give reasonable prior written notice to SWT of at least 7 days unless prior arrangements have been made with SWT for regular visits;
  - (b) exercise the rights at reasonable times;
  - (c) comply with any reasonable health and safety, security and/or habitat protection requirements of SWT;
  - (d) procure that any interference or disruption to the carrying out of the Project Works arising from the exercise of the rights referred to in paragraph 3.1 is kept to a minimum where reasonably practicable;
  - (e) not damage any habitat located on the Property nor limit or prejudice the carrying out of the Project Works; and
  - (f) refer all matters relating to the Project Works to SWT and not any agents, workmen or sub-contractors.

### **4 CDM Regulations and health and safety**

- 4.1 By entering into this Deed, SWT and the Council agree that, to the extent that the Council may be a client for the purposes of the CDM Regulations, SWT is to be treated as the only client in respect of the Project Works for the purposes of the CDM Regulations.

- 4.2 SWT will comply, in relation to the Project Works, with its obligations as the client under the CDM Regulations and procure (where required pursuant to the CDM Regulations):
- (a) that the principal designer and principal contractor are appointed (where SWT is not undertaking any of these roles);
  - (b) a health and safety file for the Project Works is prepared and maintained; and
  - (c) upon request, give to the Council all documents that are required under the CDM Regulations to be kept in the health and safety file.

4.3 For the avoidance of doubt:

- (a) compliance with any CDM Regulations and Statutory Requirements relating to health and safety in relation to the Property; and
- (b) responsibility for any access by members of the public over any part or parts of the Property.

will be the responsibility of the Council over any areas of the Property excluding those areas where Project Works are actively being undertaken by SWT.

## 5 Access Licence conditions

5.1 SWT's occupancy of the Property will not give SWT:

- (a) any proprietary rights over any of the Property. SWT will occupy the Property as a bare licensee only;
- (b) any rights to gain access to, use or occupy any of the Property other than for the purposes of performing its rights and obligations on the terms of this Deed;
- (c) exclusive possession of all or any part of the Property;
- (d) any right to carry out any works or alterations of whatever nature to the Property without the prior written approval of the Council (such approval not to be unreasonably withheld or delayed), save for those works permitted pursuant to this Deed.

5.2 SWT hereby acknowledges that nothing in this Deed is intended to create a tenancy or letting of the Property or to confer any rights on SWT, whether under common law or any enactment, greater than a bare licence to occupy or use (as appropriate) on the terms as set out in this Deed.

## 6 Liability

6.1 SWT shall be liable for any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or death of any person or any loss, injury or damage whatsoever to any real or personal property (unless insured by the Council pursuant to clause 4.3(e) or otherwise) arising out of or in the course of or by reason of the

carrying out of the Project Works unless such liability arises as a result of any action, omission, negligence or default of the Council.

- 6.2 The Council shall be liable for any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or death of any person or any loss, injury or damage whatsoever to any real or personal property arising out of or in the course of or by reason of the carrying out of the Council Works unless such liability arises as a result of any action, omission, negligence or default of SWT.
- 6.3 SWT and the Council shall not be liable to the other party for any loss of profits, loss of fees, loss of chance or other similar losses or any indirect or consequential losses arising out of any breach of this Deed or otherwise.
- 6.4 SWT shall have no liability under Environmental Law or otherwise in relation to any Hazardous Substances at, in, on or under or emanating from the Property at any time unless any such Hazardous Substances have been brought on to the Property by SWT and used by SWT when carrying out the Project Works.
- 6.5 Paragraph 6.4 constitutes an agreement on liabilities for the purposes of the exclusion and apportionment of liability for contaminated land under Part 2A of the Environmental Protection Act 1990 (as amended) and paragraphs 7.29 and 7.30 of the Contaminated Land Guidance.
- 6.6 Should any enforcement action be commenced against any of the Parties by any Environmental Authority or court then notwithstanding any other agreement between the Parties, the Parties will be entitled to disclose this Deed to any Environmental Authority or court.

**EXECUTED** and delivered when dated as a )  
deed by **STAFFORD BOROUGH** )  
**COUNCIL** by affixing its common seal in )  
the presence of )

Authorised Signatory:

Name:

**EXECUTED** and delivered when dated as a )  
deed by **STAFFORDSHIRE WILDLIFE** )  
**TRUST** acting by a director, in the presence )  
of: )

.....  
Director

Signature of Witness: .....

Name:

Occupation:

Address:



Appendix 2

Stafford Brooks site maintenance responsibility metrics	Site	1. Kingsmead Marsh LNR (SBC)	3. Kingston Pool Covert South (Street Scene managed)	5. Rising Brook Ponds (Street Scene managed)	6. Radford Meadows (not included in this agreement)	7. Queensville ponds (Street Scene managed)	8. Riverside LNR (SBC)	9. Littleworth Tennis Courts (Street Scene managed)	10. Corporation St Bowling Green (Street Scene managed)
Task									
<b>Habitat Creation as outlined in their detailed design documents</b>		SWT	SWT	SWT	SWT	SWT	SWT	SWT	SWT
<b>New pond and scrape maintenance</b>		SWT	N/A	SWT	SWT	SWT	SWT	N/A	N/A
<b>Habitat and biodiversity signage</b>		SWT	SWT	SWT	SWT	SWT	SWT	SWT	SWT
<b>General signage</b>		SBC	SBC	SBC	SWT	SBC	SBC	SBC	SBC
<b>Grazing regime Grazing-</b> Cattle will be managed rotationally across the site, introduced a few weeks after cutting, ideally until early autumn to allow re-flowering of vital wildflower species. Spring grazing timings will need to be assessed, with the overall aim to keep the sward between 5-10 cm in height. In these wetter parcels of the site winter grazing is not recommended, nor is grazing during particularly wet period. Summer grazing two weeks after cut and continued to maintain a sward height between 5-10 cm. No grazing during wet periods. Every year		N/A	N/A	N/A	SWT	N/A	SWT	N/A	N/A
<b>New stock fencing for grazing control</b>		N/A	N/A	N/A	SWT	N/A	SWT	N/A	N/A
<b>Existing access gates and fencing</b>		SBC	SBC	SBC	SWT	SBC	SBC	SBC	SBC
<b>Grass cutting to regime set by SWT carried out by Street Scene .</b> The site will require regular management to allow the range of species introduced to develop. This includes a series of cuts throughout the year to maintain a sward of around 10-30cm tall. The only time where cutting should not occur is between May and Mid July. A cut should occur after this time between 15th of July and 15th of August. Cuttings must be removed from the site to prevent nutrient enrichment.		SWT Cut	<b>StreetScene</b> Cut and collect Mowing 70mm cut and collect- The site will require regular management to allow the range of species introduced to develop. This includes a series of cuts throughout the year to maintain a sward of around 10-30cm tall. The only time where cutting should not occur is between May and mid-July. A cut should occur after this time between 15th of July and 15th of August. Cuttings must be removed from the site to prevent nutrient enrichment.	<b>StreetScene</b> 20mm amenity cut in specified area only, the small strip of "amenity" grass alongside Longshore Close - see revised manitenance map	Grazed	<b>StreetScene</b> 20mm amenity cut only in specified areas, sward will be 20mm and cuttings will remain on the ground - see revised manitenance map	Grazed	<b>Street Scene</b> Mowing- 70mm cut and collect. The site will require regular management to allow the range of species introduced to develop. This includes a series of cuts throughout the year to maintain a sward of around 10-30cm tall. The only time where cutting should not occur is between May and mid-July. A cut should occur after this time between 15th of July and 15th of August. Cuttings must be removed from the site to prevent nutrient enrichment.	<b>StreetScene</b> Mowing- 70mm cut and collect The site will require regular management to allow the range of species introduced to develop. This includes a series of cuts throughout the year to maintain a sward of around 10-30cm tall. The only time where cutting should not occur is between May and mid-July. A cut should occur after this time between 15th of July and 15th of August. Cuttings must be removed from the site to prevent nutrient enrichment.
<b>Annual grass/reed/arisisngs, cutting/strimming and collecting by SWT contractor</b>		SWT	N/A	SWT all other areas	SWT	SWT all other areas	SWT	N/A	N/A
<b>Woodland Management</b>		SWT	<b>Street Scene</b>	SWT	SWT	<b>Street Scene</b>	SBC	N/A	N/A
<b>Scrub encroachment management/removal</b>		SWT	<b>Street Scene</b>	SWT specified grassland areas	SWT	<b>Street Scene</b>	SBC	<b>Street Scene</b>	<b>Street Scene</b>
<b>Bins, dog bins and general waste management</b>		SBC	SBC	SBC	SWT	SBC	SBC	N/A	N/A
<b>Path maintenance</b>		SBC	SBC	SBC	SWT	SBC	SBC	SBC	SBC
<b>Site health and safety</b>		SBC	SBC	SBC	SWT	SBC	SBC	SBC	SBC
<b>Hedge cutting</b>		SBC	SBC	SBC	SWT	<b>Street Scene</b>	SBC	<b>Street Scene</b>	<b>Street Scene</b>
<b>Water safety</b>		SBC	SBC	SBC	SWT	SBC	SBC	SBC	SBC
<b>Tree safety</b>		SBC	SBC	SBC	SWT	SBC	SBC	SBC	SBC
<b>Maintenance of drainage runs and ditches</b>		SBC	SBC	SBC	SWT	SBC	SBC	SBC	SBC
<b>Rght of way maintenance</b>		SBC	SBC	SBC	SWT	SBC	SBC	SBC	SBC
<b>Access route maintenance</b>		SBC	SBC	SBC	SWT	SBC	SBC	SBC	SBC
<b>Any other general maintenance</b>		SBC	SBC	SBC	SWT	SBC	SBC	SBC	SBC

**Agenda Item 4(b)i**

# Proposed Development of Rowley Park Sports Stadium Play Facilities

<b>Committee:</b>	Cabinet
<b>Date of Meeting:</b>	9 January 2025
<b>Report of:</b>	Head of Operations/Head of Wellbeing
<b>Portfolio:</b>	Leisure Portfolio

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## 1 Purpose of Report

- 1.1 To consider the allocation of Section 106 funding towards the provision and enhancement of play facilities at Rowley Park Stadium, Stafford, and to gain permission to spend capital monies, following public consultation, on a masterplan design and the procurement of the required project works.

## 2 Recommendations

- 2.1 That the allocation of existing off-site contributions under the terms of S106 agreements for the amount of £265,881 as laid out in paragraph 3.1 be approved for the enhancement of the above open space in Rowley Park;
- 2.2 That Cabinet recommends to Council that permission to spend the above sum is granted for the project, as detailed in paragraph 5.3;
- 2.3 That Cabinet agrees that a master planning exercise is undertaken alongside a suitably qualified external consultant and a two-stage public consultation is undertaken, as detailed in paragraph 5.7.

### Reasons for Recommendations

- 2.4 The Borough wide Assessment of Open Spaces, Sport and Recreation Facilities 2009 and the subsequent update in 2013 highlighted the need for better quality play provision for children of all ages. In addition the [www.staffordbc.gov.uk/open-space-and-green-and-blue-infrastructure-topic-paper](http://www.staffordbc.gov.uk/open-space-and-green-and-blue-infrastructure-topic-paper) illustrates a need to improve the quality of existing play areas in the borough.

- 2.5 In order to progress with the works through design, procurement, and delivery, without any further delays, this report seeks authority for officers to proceed with the project as detailed within.

### 3 Key Issues

- 3.1 The sum of £265,881 has been received relating to Section 106 funding as outlined in Table 1 and is targeted at the “provision and/or maintenance and/or enhancement of open space” within the catchment area.

**Table 1 - S106 Funding Breakdown**

No	Planning Application	Ward	Amount
1	11/15998/OUT	Rowley	86,498
2	17/26061/FUL	Rowley	59,811
3	14/20034/MDPO	Forebridge	25,000
4	18/28342/FUL	Forebridge	35,549
5	19/30343/FUL	Rowley	22,101
6	17/26180/FUL	Rowley	31,121
7	18/28342/FUL	Forebridge	5,801
<b>SUB TOTAL for OSOS in catchment area</b>			<b>£265,881</b>

- 3.2 In addition to the above, further funding opportunities are also being explored with both external partners and other related bodies.

### 4 Relationship to Corporate Priorities

- 4.1 This project should help to deliver the Council’s Corporate Business Plan 2021-2024 key objectives as set out below:

**Corporate Business Objective 1:** To deliver sustainable economic and housing growth to provide income and jobs by delivering key projects and infrastructure proposals that will promote economic growth and investment for the Borough.

**Corporate Business Objective 2:** To improve the quality of life of local people by providing a safe, clean, attractive place to live and work and encouraging people to be engaged in developing strong communities that promote health and wellbeing.

**Corporate Business Objective 3:** To tackle Climate Change by implementing our Climate Change and Green Recovery objectives.

## 5 Report Detail

- 5.1 The play facilities at Rowley Park were provided in 1998 and have offered much needed facilities for the families of Rowley and other local wards. However, after 26-years the site requires investment to bring it in line with our current main/destination park standard.
- 5.2 Due to several housing and other developments in the catchment area, contributions relating to seven Section106 agreements have become available.
- 5.3 A main/destination park would usually provide for a diverse range of ages and users, and subject to funding availability may include facilities such as:
- (a) Toddler specific zones
  - (b) Junior zones
  - (c) Senior play opportunities
  - (d) Multi Use Games Areas (MUGAs)
  - (e) Natural play
  - (f) Walking routes
  - (g) Seating/picnic areas.
- 5.4 The above does not all have to be completed at the same time, if capital budgets do not allow; this is the main benefit of employing a phased master plan approach. At the start of the project (stage one) the main elements are usually installed to the current capital budget value, while some other distinct elements of the works can be held back, until further resource is available. This allows the project to begin while additional funding for some elements is established, with much of the works being delivered earlier than may have been expected. It also means that project managers can be more aspirational in their planning and offer a broader reach of activities for users, for example, including proposals in some cases for the installation of outdoor gym equipment, wheeled sports provision, etc.
- 5.5 The existing footprint of the play area is considered insufficient to provide the additional elements required for a full main/destination park. The current budget is also insufficient to fund all these elements. It is therefore proposed a long-term masterplan approach is taken and a full scheme including all desired elements are designed and consulted upon. The masterplan can then

be implemented on a phased basis, as additional money becomes available, as per paragraph 5.4.

- 5.6 The site is currently managed by Freedom Leisure, under the Leisure and Cultural Services contract with the ongoing management and maintenance responsibilities of the upgraded facilities, also falling within that contract.
- 5.7 The Council is proposing to procure a suitably qualified and experienced landscape design contractor to formulate a masterplan design and undertake a comprehensive two stage consultation exercise, as detailed below:

**Stage 1** - identify stakeholders and current users of the site and engage with the wider public to ensure any issues and constraints of the existing provision are considered within the design.

**Stage 2** - utilising the information gathered from stage 1 create a concept masterplan for the site for further consultation.

A working group of Members, Officers and Freedom Leisure representatives will be created to oversee the project.

- 5.8 In order to progress the works the delegated authority required by the Head of Operations and Head of Wellbeing, in conjunction with the Leisure Portfolio Holder and Local Ward Councillors (Rowley, Highfields and Western Downs, Forebridge) should be recognised. Those areas of work include the following:
- (a) To approve the spend and estimated costs within the approved budget
  - (b) To approve the consultation process
  - (c) To approve the masterplan, specification, and final design(s)
  - (d) To apply for any required planning consents
  - (e) To run a procurement exercise/s with the assistance of the County Council's procurement team, in accordance with the Council's internal procurement / finance regulations
  - (f) To enter the required contract/s with a chosen provider/s
  - (g) To manage/oversee the project until completion
  - (h) To explore further funding opportunities with external partners and other related bodies.

## **6 Implications**

### **6.1 Financial**

The S106 Off Site Open Space contribution as identified in paragraph 3 the S106 Funding Breakdown Table provides details of the 7 agreements available in Rowley Ward and the surrounding areas totalling £265,881. This sum is currently unallocated and is therefore available to use for this project.

The Council own the site which is currently managed by Freedom Leisure. The Council will be delivering the project including procurement and Freedom Leisure will be responsible for the ongoing management and maintenance of the site.

### **6.2 Legal**

The main legal implication is the need to ensure compliance with the requirements of the funding allocations and terms of the S106. If the S106 funding is not spent within the stated deadlines it will need to be returned to the paying party.

All the S106 agreements have been reviewed and the allocation of the contributions are in accordance with the stated spend purposes within the agreements.

Officers will ensure that the procurement exercise complies with relevant regulations and achieves the necessary balance between value for money and quality.

### **6.3 Human Resources**

None

### **6.4 Risk Management**

The process and constraints of external funding bodies may cause delays in the project timetable.

It is envisaged the new design will require planning permission and will require the use of existing playing fields within the park. Sport England may object to the loss of playing fields which will result in an elongated planning process. Officers will engage with Sport England at an early stage and attempt to mitigate against this position.

The S106 agreements include a claw back date where the developer is entitled to reclaim the contribution, plus any interest incurred, if the monies are not spent within the timeline, however, these are mitigated against.

Further future risks will be formally assessed as a part of the overall Project Management.

## **6.5 Equalities and Diversity**

The Borough Council has considered the effect of its actions on all sections of our communities and believes there to be no impact on any of the Equality Strands in the production of this report.

In following the recommendations of this report there will be no impact on age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation within the community.

## **6.6 Health**

The delivery of these projects will help maintain and improve the health and wellbeing of the residents by allowing them the opportunity to partake in social and leisure activities.

## **6.7 Climate Change**

This project may incorporate, tree planting, landscaping works, and consideration of active travel networks, along with encouraging green travel. These will lead to improvements to the natural environment, awareness of climate change factors and contributes toward the Councils climate change agenda.

## **7 Appendices**

Appendix 1: Rowley Park Location Plan

## **8 Previous Consideration**

Nil

## **9 Background Papers**

The Borough wide Assessment of Open Spaces, Sport and Recreation Facilities 2009 and the subsequent update in 2013 - [www.staffordbc.gov.uk/open-space-and-green-and-blue-infrastructure-topic-paper](http://www.staffordbc.gov.uk/open-space-and-green-and-blue-infrastructure-topic-paper)

**Contact Officer:**

**Telephone Number:** Sally McDonald

**Ward Interest:** Rowley, Highfields and Western Downs, Forebridge

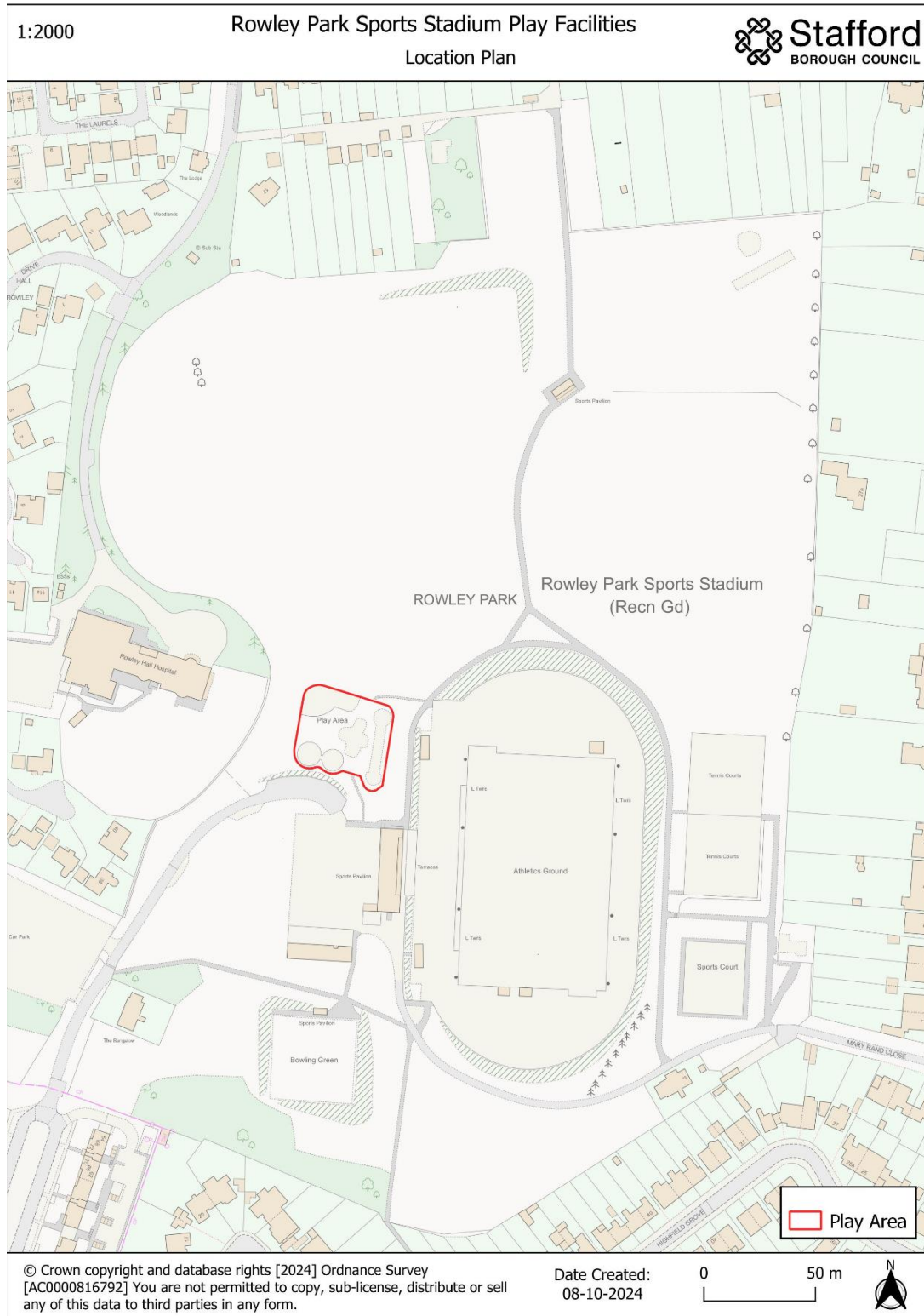
**Report Track:** Cabinet 9 January 2025 (Only)

**Key Decision:** No



# Appendix 1

## Rowley Park Stadium Location Plan



**Agenda Item 4(b)ii****Re-development of Alleyne's Swimming Pool Site**

<b>Committee:</b>	Cabinet
<b>Date of Meeting:</b>	9 January 2025
<b>Report of:</b>	Head of Wellbeing
<b>Portfolio:</b>	Leisure Portfolio

---

**1 Purpose of Report**

- 1.1 The purpose of this report is to request a change of use in approved capital funding for 2024/25. Currently £430,000 has been authorised to be used on the decommissioning of the swimming pool hall at Alleyne's Sports Centre. This funding is now proposed to be used in the demolition of the hall and the subsequent redevelopment of the site.
- 1.2 At its meeting on 14 December 2014 the Council considered and approved that the sum of £430,000 would be allocated to the decommissioning of the swimming pool at Alleyne's Sports Centre. It was intended that the refurbishment of the former pool building for non-swimming activities would be commissioned by the school and the new facility would be available for community use outside of the school operating hours.
- 1.3 Subject to Cabinet approval of this report, Alleyne's Academy (AA) and Stone Old Alleynian's Football Club (SOA) would use the funds to demolish the swimming pool hall and build a new club house, which would generate valuable income and increase the future sustainability of the club.

**2 Recommendations**

- 2.1 Cabinet approve the use of £430,000 to demolish the pool building and contribute to redevelopment of the site at Alleyne's Sport Centre for a new facility;
- 2.2 Cabinet allocate the funds once all the necessary planning consents for the project have been approved.

## **Reasons for Recommendations**

- 2.3 The reason for the recommendation is to demolish and clear the site of the former swimming pool, to allow Stone Old Alleynian's Football Club and Alleyne's Academy to build a new facility.
- 2.4 Currently the £430,000 had been allocated to fill in the existing swimming pool, being approved by Cabinet on 7 October 2021. However, the proposed redevelopment of the site and the subsequent removal of the existing swimming pool is considered a more efficient use of resources.

## **3 Key Issues**

- 3.1 The total cost of the project is £830,000 and will be project managed by SOA. The match funding of £400,000 to pay for the project is being funded by SOA, Staffordshire Football Association and private benefactors.

## **4 Relationship to Corporate Priorities**

- 4.1 By allowing the funding to be used on the demolition of the pool hall instead of filling in the pool, it would support Corporate Objectives 1, 2 and 4.

## **5 Report Detail**

- 5.1 At the request of the Senior Leadership Team at Alleyne's Academy, contractors carried out surveys of the pool hall. They found that to redevelop the pool hall into a sports hall would require much more than filling in the pool. It was found that the fabric of the building would need to be refurbished. This would include heating, electric and the removal of asbestos. The cost to do this would be prohibitive. It was also felt that even if this work was completed the resulting sports hall would have serious limitations. The roof is too low for several sports, and it was felt that the hall would be less than ideal for school use.
- 5.2 Alleyne's Academy and Stone Old Alleynians Football Club have been working closely for several years to develop football at the site. Alleyne's Academy and SOA have entered into a ten-year booking agreement. This agreement has allowed SOA to apply for funding from the Football Association. With this funding they have been able to improve the condition of the football pitches at the sport centre and at the school.
- 5.3 SOA working with the Academy have put together a development plan for the sport centre site. It includes the refurbishment of the synthetic pitch, the creation of a football pitch which would allow their first team to play all their home matches at the centre. The first team currently play their home matches at a facility in Mere.

- 5.4 The development plan also includes the refurbishment of the tennis courts. The Academy has been unable to use the courts for some time due to the poor standard of the surface. Both AA and SOA are working with the Lawn Tennis Association, with a view to bringing coaching courses to the site.
- 5.5 If the £430,000 was to be used as originally agreed to fill in the pool tank and create a sports hall it would require additional funding to refurbish the fabric of the building. The estimated cost of completing this work is in the region of £400,000 but if this work was to be completed it would still not be fit for purpose because the ceiling would be too low for several sports. Two sides of the pool hall are made up of windows, which would rule sports such as five a side football or netball because of the possibility of breaking the windows.
- 5.6 The demolition of the pool hall would allow the creation of a club house which SOA would be able to use when hosting matches. The income could then be used to fund the sustainability of the club. The business plan for the club house includes community use during the week.
- 5.7 If AA and SOA are successful in demolishing the swimming pool hall, they will then construct a club house which will then bring in valuable income. This will add to the sustainability of the club.
- 5.8 It is recommended Cabinet Members allocate the funds once all the necessary planning consents for the project have been approved, as set out below:
- The demolition of the existing swimming pool building.
  - The construction of new club house to be used by Stone Old Alleynians football club.
  - The addition of a spectator area for the new improved football pitch which is scheduled to hold first team matches.
  - The replacement of floodlights with more energy efficient units.
  - The extension of the current car park

## **6 Implications**

### **6.1 Financial**

Within the 2024/25 agreed capital budget there is provision of £430,000 for works to the Alleyne's site. This is being financed by a mixture of capital receipts, contributions and reserves. Therefore there is no financial issue with changing the use of the scheme from a financial perspective to allow demolition of the swimming pool.

### **6.2 Legal**

None

**6.3 Human Resources**

None

**6.4 Risk Management**

None

**6.5 Equalities and Diversity**

None

**6.6 Health**

None

**6.7 Climate Change**

None

**7 Appendices**

Appendix 1: (state "None" if no appendices)

**8 Previous Consideration**

Cabinet Paper 7 October 2021 which agreed to the £430,00 being to refurbish the pool hall.

**9 Background Papers**

None

**Contact Officer:** John Martin  
**Telephone Number:** 07970 237905  
**Ward Interest:** St Michael's and Stonefield, Walton  
**Report Track:** Cabinet - 6 January 2025 (Only)  
**Key Decision:** Yes

## Agenda Item 4(c)i

# Grassland Management Protocol

<b>Committee:</b>	Cabinet
<b>Date of Meeting:</b>	9 January 2025
<b>Report of:</b>	Head of Operations
<b>Portfolio:</b>	Environment Portfolio

---

## 1 Purpose of Report

- 1.1 To seek approval from Cabinet to implement a new Grassland Management Protocol for Council owned grassland areas.

## 2 Recommendations

- 2.1 Cabinet approves the Grassland Management Protocol (attached) and recognises that this will direct the management of Council owned grassland areas.

### Reasons for Recommendations

- 2.2 The Protocol allows the Council to work to an agreed approach and set of parameters when considering how different areas of grassland are managed.
- 2.3 The Protocol will increase biodiversity and nature recovery networks within the Borough, in particular more invertebrates, pollinators, wildflowers and small fauna.
- 2.4 The Protocol will contribute towards the Council's Net Zero goal by 2040 by sequestering and storing more carbon with increased rewilding of locations and reducing the amount of fuel the Council uses.

## 3 Key Issues

- 3.1 In order to increase grassland biodiversity and nature recovery networks within the Borough, a Protocol is required to ensure that officers, elected members and residents have a clear understanding and set of parameters of how these aims will be achieved.
- 3.2 The protocol will help fulfil the obligations under the Biodiversity Duty (Environment Act 2021) and will help to meet the aspirations of the Stafford Borough Nature Recovery Declaration.

## 4 Relationship to Corporate Priorities

4.1 This report is most closely associated with the following corporate business objectives:

- To improve the quality of life of local people by providing a safe, clean, attractive place to live and work and encouraging people to be engaged in developing resilient communities that promote health and wellbeing.
- To be a well-run, financially sustainable and ambitious organisation, responsive to the needs of our customers and communities and focussed on delivering our objectives.

## 5 Report Detail

5.1 The Protocol (attached) provides the detail of the proposed approach to grassland management. The key points as outlined in the Protocol are:

- The varying of mowing regimes, planting or seeding shrub species, or developing areas of wildflower planting, are methods that can be implemented as part of effective grassland management. Areas may also provide the opportunity for planting of trees, and this will be considered alongside the emerging tree planting strategy that is planned for implementation during 2025/26.
- A significant contribution can be made to the key objectives of both the Corporate Business Plan 2021-2024 and Climate Change and Green Recovery Strategy 2020-2024 by enhancing biodiversity Borough wide.
- As well as improving biodiversity across the Borough, there are a number of other benefits including improved wildlife habitats, improved physical and mental health for residents and visitors, improved sequestration of carbon and contributing towards reducing the risk of flooding.
- A three phased approach will be required to 1) Identify locations, 2) Implement and 3) Review. Throughout this approach, effective communication, consultation and engagement with all stakeholders is key. The consultation will be a key factor in ensuring that suitable locations are identified and managed effectively and communication to residents will include signage at the designated areas to inform and educate residents on which areas are being managed differently and why.
- The identification of the equipment required and proposed sites for potential revised grassland management regimes.

- The entirety of the open space area is not necessarily required for adaptations to grassland management, it is likely to be designated areas within an open space.

5.2 In order to achieve the Implementation Stage as identified in section 6.2 of the Protocol, the equipment required for the large box collection mowing method will be purchased from existing Streetscene reserves. Desktop research suggests that such equipment can be purchased for £44,000. Associated ongoing running costs and repair and maintenance costs of approximately £1,500 per annum will be covered from within existing revenue budgets. Wildflower planting costs will vary dependant on the quantity of wildflowers to be planted and any groundworks preparation that may be required as well as ongoing maintenance. This may vary from a few hundred pounds for a small area, to thousands of pounds for a larger area and will also be covered from within existing revenue budgets.

## **6 Implications**

### **6.1 Financial**

None

### **6.2 Legal**

None

### **6.3 Human Resources**

None

### **6.4 Risk Management**

None

### **6.5 Equalities and Diversity**

None

### **6.6 Health**

The Protocol can contribute to the physical and mental wellbeing of our residents and visitors, by providing areas of natural beauty and cleaner air quality.

### **6.7 Climate Change**

The Protocol can contribute to the Council's 2040 Net Zero goal by reducing the need for chemical treatment spraying and fuel consumption for maintenance requirements, contributing to carbon sequestration and identifying areas for tree planting and wildflowers.



## **7 Appendices**

The Grassland Management Protocol

## **8 Previous Consideration**

None

## **9 Background Papers**

None

**Contact Officer:** Lee Booth  
**Telephone Number:** 01785 619896  
**Ward Interest:** All  
**Report Track:** Cabinet 9 January 2025 (Only)  
**Key Decision:** Yes



# Grassland Management Protocol

## 2024

Version:	Version 4
Created:	July 2024
Author:	Phil Bates – Quality and Performance Manager
Signed off by:	Lee Booth - Streetscene Manager
Date:	July 2024
Maintained by:	Operations - Streetscene
Review Date:	July 2026

## CHANGE LOG

<b>Version</b>	<b>Summary of Changes</b>	<b>Changed by</b>	<b>Date Changed</b>
V1	Initial draft of document	Phil Bates	10/07/2024
V2	Some content changes	Lee Booth	09/08/2024
V3	Some content changes, comments and questions	Joss Presland	14/08/2024
V4	Some content changes, addition of images and financial implications	Lee Booth	22/10/24
V5	Some content changes, addition of images and financial implications	Joss Presland	23/10/24
V6	Some content changes and imagery changes	Lee Booth	28/11/24

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<b>4</b>	<b>GRASSLAND MANAGEMENT.....</b>	<b>5</b>
<b>5</b>	<b>THE PROTOCOL.....</b>	<b>5</b>
<b>6</b>	<b>THREE PHASED APPROACH.....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
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## 1 Introduction

Stafford Borough Council's Operations team maintain Borough owned grassland on both open space and formal parks. Under current working practises the frequent mowing of these spaces decreases the opportunity for biodiversity to flourish, such as invertebrates, and for wildflowers to increase in many of our green spaces.

In recent years, we have identified small areas where the reduction of grass cutting has the potential to improve these environments, however, this needs to be looked at on a larger scale and an agreed protocol needs to be in place for each location that is identified for consideration. Through larger scale reduced seasonal mowing regimes we can greatly improve the biodiversity and natural connectivity within the Borough.

Small changes to how we manage our open spaces could create habitats for wildlife and 'nature corridors' that connect existing areas. This can be achieved by diversifying and enhancing the range of habitats on the open spaces across the Borough that the Council own and manage.

The varying of mowing regimes, planting or seeding shrub species, or developing areas of wildflower planting, are methods that can be implemented and form the main considerations of this report. Areas may also provide the opportunity for planting of trees, and this will be considered alongside the emerging tree planting strategy that is planned for implementation during 2025/26.

Whilst delivering the above, we also recognise the importance of access to green open spaces, regarding the general wellbeing of the local community, and therefore need to be aware of their comments/feedback on any proposed locations and planned works

## 2 Aims and Objectives

What is the aim of this Protocol?

1. To increase biodiversity and nature recovery networks within the Borough, more particularly more invertebrates, pollinators, wildflowers and small fauna.
2. To inform residents, businesses and visitors about the change in management and why biodiversity is so important to the Borough..
3. To contribute towards the Council's Net Zero goal by 2040 by sequestering and storing more carbon with increased rewilding of locations and reducing the amount of fuel that the Council uses.

## 3 Biodiversity Duty

Studies have shown that the conversion of amenity grassland to meadow increases biodiversity. Areas can support invertebrates, provide resource for birds and mammals and the more complex root systems of a meadow can draw down significantly more carbon to be stored in the soil. Species rich grassland aids infiltration of water during high rainfall and are more tolerant of drought than managed formal grassland / lawns.

Biodiversity is important globally, nationally and locally, as it improves the variety and quantity of flora and fauna in an area. The more biodiverse an area is, the more healthy, resilient and more fertile the environment becomes. A biodiverse local area and Borough therefore increases food security, climate change resilience, clean water, sanitation and many more other societal and environmental needs.

Government guidance gives consideration on how the Council can manage its land including green spaces such as, allotments, cemeteries, parks and sports fields, amenity spaces and gardens.

By delivering these objectives, the Council can make a significant contribution to the key objectives of both the Corporate Business Plan 2021–2024 and Climate Change and Green Recovery Strategy 2020–2024 by enhancing biodiversity Borough wide.

The work will also help fulfil the obligations under the Biodiversity Duty (Environment Act 2021) and will help to meet the aspirations of the Stafford Borough Nature Recovery Declaration.

## **4 Grassland Management**

Good grassland management can assist in improving the biodiversity across the Borough.

It can also contribute towards the following:

- Provision of improved wildlife habitats,
- Creation of seed banks,
- Provides a buffer for noise, air, and water pollution,
- Improve health for residents and visitors (both physical and mental),
- Improved sequestration of carbon,
- Contribute towards the assistance of reduction in flood risk,
- Increase aesthetic value / attractiveness - although this can be divisive dependent upon public opinion,
- Reduce maintenance requirements.

Good grassland management also has the potential to promote an increase in the numbers of different species of wildflower as well as invertebrates and small animals. This is another one of the reasons why the Council feels it is necessary to continue and expand its work around grassland management and subsequently to increase biodiversity.

Grasslands continue to be an ever-growing feature of the UK environment and most importantly, with the growing possibility of the extinction of many different plant, insect, and animal species, they promote pollinators, such as bees and butterflies.

## 5 The Protocol

There are a number of relatively simple key objectives that require delivery:

1. To adopt a grassland management protocol that underpins the work that the Councils ecology and land management teams undertake and specifies the actions required for each type of grassland the Council manages.
2. To hold the default position, that the Council's approach to land management is not to just maintain all its different land holdings through historic frequent traditional mowing as it may have, unless it is well justified.
3. To ensure the Council follows the phases of implementation of this protocol; following a robust process, with proper investigation of public perceptions and environmental impacts.
4. To ensure that where appropriate the Council will aim to develop more wildflower meadows.
5. To ensure that the changes to land management in the Borough are adequately communicated to residents, businesses, and visitors, through physical signage, social media, and the Council's and partner's websites.
6. To ensure the Council seeks to apply for accreditation and funding opportunities related to biodiversity net gain (BNG) and nature recovery to support these developments.

The image below on the left, of Rising Brook, Stafford, shows an example of what an open space area may look like if identified as a 'wilding' area with a reduced mowing regime, while the image on the right, of Eccleshall Road Cemetery, Stafford demonstrates the results of investing in a larger wildflower planting area:



## 6 Three Phased Approach

Current regimes include mowing and strimming grassland up to 12-times per year for open space, verges, and amenity grass, from March to October. This practice is dependent on the weather and sometimes cannot be achieved if the seasons have been particularly wet.

A three phased approach will take place:

1. Identify locations
2. Implementation
3. Review impact.

A number of locations have already been identified and this plan aims to cover both existing, identified locations, as well as potential new locations.

### 6.1 Phase 1 - Identify Locations

Identified locations and potential new locations are proposed via multiple routes including councillors, council officers, residents and community groups. It should be noted that the entirety of the open space area is not necessarily required for adaptations to grassland management, it is likely to be designated areas within an open space.

Once a site has been proposed, several factors will be considered before agreeing on how the site will be managed. Firstly, consultation will take place with the relevant parties such as councillors, council officers, residents and community groups to understand current usage of the location. This consultation will be key to ensuring suitable locations are identified and managed effectively.

If this consultation demonstrates that the location of the site may be suitable for changes to grassland management, the following factors will be considered:

- How changes to grassland management will increase the biodiversity of the site
- How the changes will ensure that there is an overall positive benefit to our residents
- The opportunity for reduced mowing regimes
- The opportunity for wildflower planting
- Ensuring the changes are realistic and achievable
- How the changes will impact maintenance operations i.e., reducing time, fuel, and costs, of site maintenance for use elsewhere, along with the changes of mechanical equipment requirements.

### 6.2 Phase 2 - Implementation

Once all the above factors have been considered, changes to the grassland management may be implemented and continually reviewed. It is important that communications with our residents is always in place, to ensure that residents understand the reasons behind any changes that the Council make and how they can ask questions or make comments should they wish to do so. This may take the form



of notice boards, social media, webpages and speaking at community group meetings. Signage boards at the designated areas will inform and educate residents on which areas are being managed differently and why.

The locations that have been identified for grassland management will still require maintenance works, primarily in the winter months, to prevent overgrowing of weeds, saplings etc. and overrunning the location. To truly achieve the aims and outcomes of this protocol, it should be noted that the current grass maintenance equipment is not suitable for allowing a significant reduction in mowing regimes. Although in recent years some mowers have been purchased to allow some grass areas to grow longer, to truly achieve significant results, a large box collection method of mowing will be required to collect the long grass at the end of the season.

An example of this piece of equipment can be seen in the image below:



Locations may be refused for changes to grassland management if:

- There is sufficient current usage of the site by residents and visitors that would no longer be possible if grassland management changes were made i.e. regular use of a playing field
- Locations are earmarked for other change of use in the future
- The resulting ongoing maintenance would not be operationally possible with existing resources available to the Council
- Changes would negatively impact on local residents. For example, locations on a boundary fence line to our residents that would have a detrimental effect on residential properties
- Health and safety reasons
- Detrimental impact on access to amenities, such as play areas, football pitches, footpaths, etc.

Of those locations already identified, all proposed initial sites are classified as Public Open Space, and none are within Formal Parks.

A list of all of the identified locations can be found in Appendix A.

### 6.3 Phase 3 - Review Impact

During and after Phase 1 and Phase 2 it is important to review the impact (both positive and negative) for what has been implemented so far for each location. This will be achieved by consulting with key parties including residents, community groups, councillors and officers. Each review will consider:

- Any social, environmental and aesthetic impacts (both positive and negative), the grassland management has had on the identified locations
- The impact (both positive and negative) on operational changes to grassland management of identified locations
- Any adaptations that may be made to the management of the location to enhance any positive impact
- Identifying key learning and best practice that may be implemented at other locations.

It is important to review the impact of all locations, on an ongoing basis, as this may help us to understand how this may be rolled out further within the Borough to specified informal grassland areas within the Councils formal parks and bereavement sites at a further date if considered successful, such as:

- Victoria Park, Stafford
- Wildwood Park, Stafford
- Stonefield Park, Stone
- Westbridge Park, Stone
- Tixall Road Crematorium, Stafford
- Eccleshall Road Cemetery, Stafford
- Stone Road Cemetery, Stone

## 7 Conclusion

By implementing this grassland management protocol, the Council believes that it can take large steps towards improving not only the biodiversity within the Borough but the physical and mental health of our residents and visitors as well, while using its resources more efficiently.

By delivering these objectives, the Council's Operations Service can make a significant contribution to the key objectives of both the Corporate Business Plan 2021–2024 and Climate Change and Green Recovery Strategy 2020–2024, through the enhancement of biodiversity, Borough wide.

This protocol details the start of a new regime on maintaining our open space land and to improve the natural environment, from a biodiversity perspective. However, it is important to remember that throughout this journey that we continually seek the advice and guidance of industry experts, recognised bodies and key partners, such as Staffordshire Wildlife Trust, along with resident and other volunteer groups.

## 8 APPENDIX A - Proposed Sites

Table detailing all proposed locations for grassland management. It should be noted that this is a live document and locations will be reviewed on an ongoing basis. The list below is not exhaustive and there are other locations that are likely to be identified over time as the protocol is implemented. The area of the sizes for adaptations to grassland management will be decided through the consultation process.

Ref	Location	Total Approx. Area of the location (m <sup>2</sup> )	Hectares
1	West Way (adjacent Café)	540	0.05
2	West Way - Wolverhampton Road	2,040	0.20
3	Greensome Lane	300	0.03
4	Doxey School	6,868	0.69
5	Castlefield's	6,800	0.68
6	Martin Drive	-	-
7	Mansell Close	-	-
8	Swan Close	220	0.02
9	Sundown Drive	3,840	0.38
10	Carisbrooke Drive	8,400	0.84
11	Sundown Drive	110	0.01
12	Shannon Road	3,730	0.37
13	West Way - Lea Crescent	840	0.08
14	Burton Square	3,140	0.31
15	Rising Brook Library	1,050	0.11
16	Barnes Road	1,550	0.16
17	Morton Road	540	0.05
18	Meadow Ridge	2,015	0.20
19	Spinneyfields	1,055	0.11
20	Mapledene Close	605	0.06
21	Barnfield Way	450	0.05
21	Barnfield Way	450	0.05
22	Wildwood Allotments	1,375	0.14
23	Wildwood Park	4,595	0.46
24	Falmouth Avenue	6,100	0.61
25	Eccleshall Road Cemetery	6,775	0.68

<b>Ref</b>	<b>Location</b>	<b>Total Approx. Area of the location (m2)</b>	<b>Hectares</b>
26	Tillington Hall	2,300	0.23
27	Wootton Drive	3,000	0.30
28	Parkside (Various Locations)	3,800	0.38
29	Common Lane, Walton	12,154	1.22
30	Whitemill Lane, Walton	1,650	0.17
31	Westbridge Park	-	-
32	Victoria Park	315	0.03
33	Stone Cemetery	-	-
34	Stafford Town FC	2,150	0.22
35	Charnley Road	950	0.10
36	Sandyford Street	500	0.05
37	Littleworth Tennis Courts (Greenway)	1,250	0.13
38	Corporation Street Bowls Green	2,200	0.22
39	Meadow Road	-	-
40	Peter James Court - Sandon Road	225	0.02
41	Aston Lodge Estate	1,590	0.16
	<b>Total Areas</b>	<b>95,022</b>	<b>9.50</b>