

**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. Maps of the sites can be found in **APPENDIX 3**.

- 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.

Appendix 3: Stafford Brooks Combined Habitat Maintenance Maps

## **8 Previous Consideration**

None

## **9 Background Papers**

None

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<b>Ward Interest:</b>	Baswich
<b>Report Track:</b>	Cabinet 9 January 2025 (Only)
<b>Key Decision:</b>	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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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**

**SITE DESIGN AND HABITAT MAINTENANCE REPORT**

**SEE APPENDIX 3**

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

**SEE APPENDIX 2**

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

**SEE APPENDIX 3**

## 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</b> <b>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/arising, 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



# APPENDIX 3

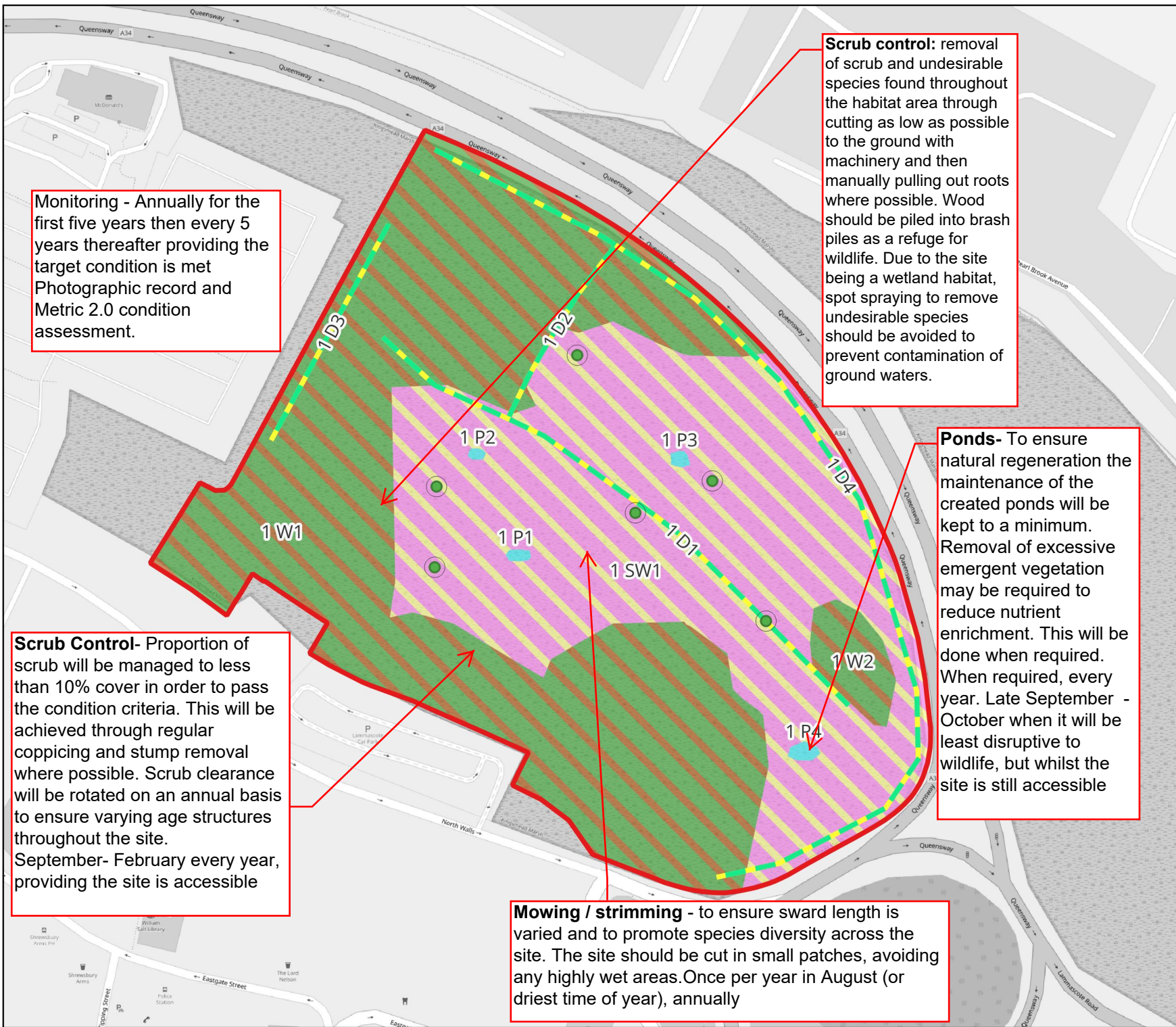
## Site 1: Kingsmead

### Proposed Future Habitats

Central Grid Reference:  
SJ925234

#### Key

- Site Boundary
- INDIVIDUAL TREES**
- Existing Medium Rural Tree
- WATERCOURSES**
- Ditches
- HABITATS**
- Fens (upland and lowland)
- Ponds (non-priority habitat)
- Wet woodland



**Monitoring** - Annually for the first five years then every 5 years thereafter providing the target condition is met  
Photographic record and  
Metric 2.0 condition assessment.

**Scrub control:** removal of scrub and undesirable species found throughout the habitat area through cutting as low as possible to the ground with machinery and then manually pulling out roots where possible. Wood should be piled into brush piles as a refuge for wildlife. Due to the site being a wetland habitat, spot spraying to remove undesirable species should be avoided to prevent contamination of ground waters.

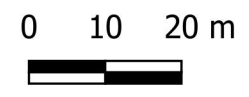
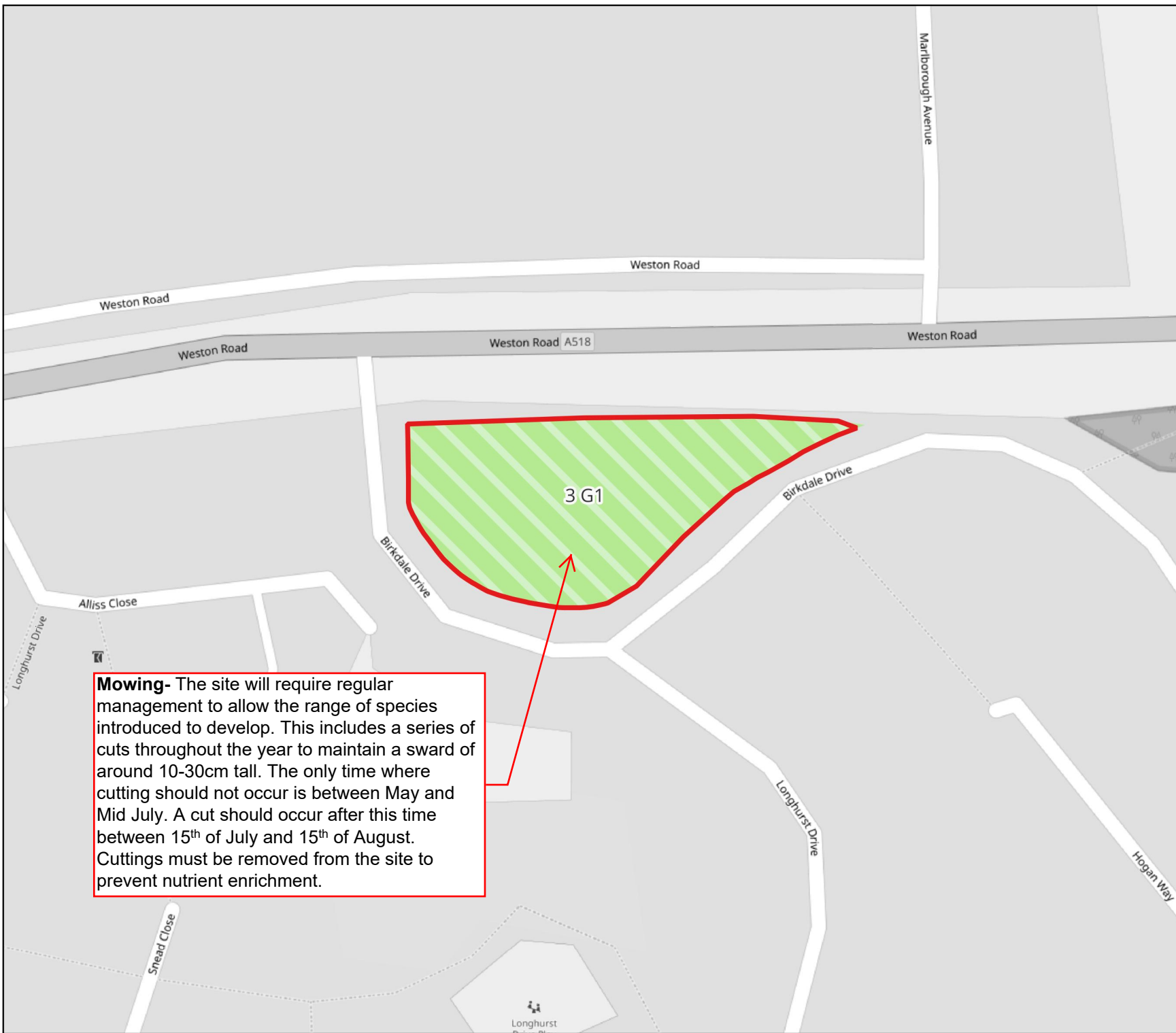
**Ponds-** To ensure natural regeneration the maintenance of the created ponds will be kept to a minimum. Removal of excessive emergent vegetation may be required to reduce nutrient enrichment. This will be done when required. When required, every year. Late September - October when it will be least disruptive to wildlife, but whilst the site is still accessible

**Scrub Control-** Proportion of scrub will be managed to less than 10% cover in order to pass the condition criteria. This will be achieved through regular coppicing and stump removal where possible. Scrub clearance will be rotated on an annual basis to ensure varying age structures throughout the site. September- February every year, providing the site is accessible

**Mowing / strimming** - to ensure sward length is varied and to promote species diversity across the site. The site should be cut in small patches, avoiding any highly wet areas. Once per year in August (or driest time of year), annually

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### Site 3: Kingston Pool Covert (south)

### Proposed Future Habitats

Central Grid Reference: SJ941236

### Key

Site Boundary

**HABITATS**  
 Lowland meadows

**Mowing-** 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 15<sup>th</sup> of July and 15<sup>th</sup> of August. Cuttings must be removed from the site to prevent nutrient enrichment.





Monitoring, Annually for the first five years then every 5 years thereafter providing the target condition is met

**Scrub Control within the grassland-**  
Proportion of scrub will be managed to less than 10% cover in order to pass the condition criteria. This will be achieved through regular coppicing and stump removal where possible

**Creation of wet woodland:**  
Strimming of ruderal vegetation before planting with native broad-leaved tree species typical of wet woodland communities. Trees will be planted at a stocking rate of approx. 1600 trees/ha spaced 2.5 metres apart with a varied distribution rather than planting in straight lines.

**Ponds-** To ensure natural regeneration the maintenance of the created ponds will be kept to a minimum. Removal of excessive emergent and woody vegetation may be required to reduce nutrient enrichment. This will be done when required. When required. Late September - October when it will be least disruptive to wildlife, but whilst the site is still accessible

**Cut and removal of arisings** - Cutting and removing the crop to occur as often as desired throughout the year aiming to keep a sward of around 10 - 30 cm tall, except between May and mid-July where plants should be left to flower and set seed before an essential summer cut between 15th of July and 15th of August. Cut at least once per year in early August annually.

**Woodland management** - Ensure natural regeneration of saplings is encouraged and non-natives are removed from the canopy to diversify structure. September- February over a period of 10 years, removing only a small number of trees per year as is permitted below the threshold for a felling licence. Woodpiles to be made or where a permit can be agreed woody material to be placed in the watercourse.



Site 5: Rising Brook

Proposed Future Habitats

Central Grid Reference: SJ913209

Key

Site Boundary

INDIVIDUAL TREES

Existing Small Rural Tree

WATERCOURSES

Other rivers and streams

HABITATS

- Bramble scrub
- Lowland meadows
- Other neutral grassland
- Other woodland; broadleaved
- Ponds (non-priority habitat)
- Reedbeds
- Watercourse footprint (habitat units not used in calculation)
- Wet woodland

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0 100 200 m



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**Removal of undesirable species-** Through a combination of topping (using machinery), manual removal of roots by hand and an increase in grazing pressure. Undesirable species need to account for less than 5% of the habitat cover of each parcel.

**Mowing-** 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 10-30 cm tall. The only time where cutting should not occur is between May and mid-July. A cut should occur after this time between 15<sup>th</sup> of July and 15<sup>th</sup> of August. Cuttings must be removed from the site to prevent nutrient enrichment.

**Ponds-** To ensure natural regeneration the maintenance of the created ponds will be kept to a minimum. Removal of excessive emergent and woody vegetation may be required to reduce nutrient enrichment. This will be done when required.

**Grazing-** to maintain a sward height between 5-10 cm and to reduce the amount of undesirable species across the site, grazing needs to be increased. Cattle will be managed rotationally across the site, introduced a few weeks after cutting, ideally until early autumn to allow re-flowering of 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 periods

Site 6: Radford Meadows

Proposed Future Habitats

Central Grid Reference:  
SJ938205

### Key

Site Boundary

### INDIVIDUAL TREES

Existing Large Rural Tree

### HEDGEROWS

Line of trees - associated with bank or ditch

Native hedgerow

### WATERCOURSES

Ditches

Other rivers and streams

### HABITATS

Fens (upland and lowland)

Floodplain wetland mosaic and CFGM

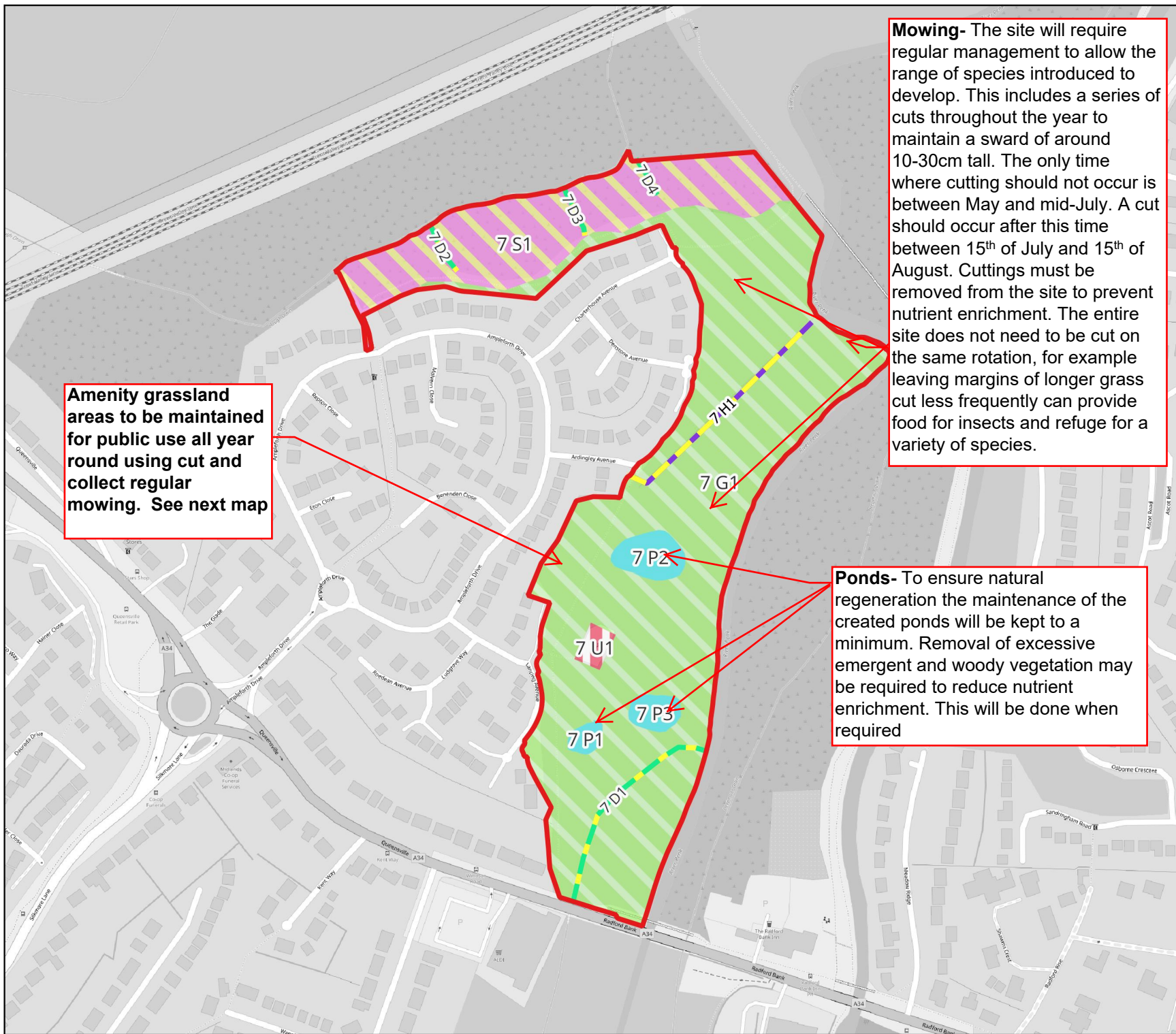
Other neutral grassland

Ponds (non-priority habitat)

Watercourse footprint (Habitat units not used in calculation)



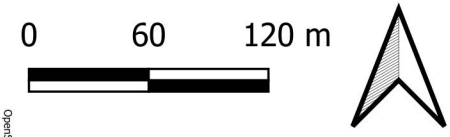




**Mowing-** The site will require regular management to allow the range of species introduced to develop. This includes a series of cuts throughout the year to maintain a sward of around 10-30cm tall. The only time where cutting should not occur is between May and mid-July. A cut should occur after this time between 15<sup>th</sup> of July and 15<sup>th</sup> of August. Cuttings must be removed from the site to prevent nutrient enrichment. The entire site does not need to be cut on the same rotation, for example leaving margins of longer grass cut less frequently can provide food for insects and refuge for a variety of species.

**Amenity grassland areas to be maintained for public use all year round using cut and collect regular mowing. See next map**

**Ponds-** To ensure natural regeneration the maintenance of the created ponds will be kept to a minimum. Removal of excessive emergent and woody vegetation may be required to reduce nutrient enrichment. This will be done when required



## Site 7: Queensville

### Proposed Future Habitats

Central Grid Reference: SJ938219

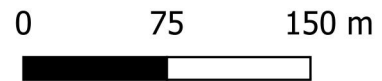
#### Key

-  Site Boundary
- HEDGEROWS**
-  Native hedgerow with trees
- WATERCOURSES**
-  Ditches
- HABITATS**
-  Developed land; sealed surface
-  Fens (upland and lowland)
-  Lowland meadows
-  Ponds (non-priority habitat)





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## Site 7: Queensville

Central Grid Reference  
SJ938219

Grassland and pond  
habitat enhancements

### Key

- Sand and gravel footpath
- Hedgerow
- Wet ditch
- Wildflower-rich grassland under meadow mowing regime
- Wildflower-rich grassland under amenity mowing regime
- Created wildlife pool formalising existing standing water
- Fen
- Hard standing (play area)





0 80 160 m



### Site 8: Fairway

Proposed Future Habitats

Central Grid Reference:  
SJ941227

#### Key

Site Boundary

#### INDIVIDUAL TREES

- Existing Large Rural Tree
- Existing Medium Rural Tree
- Existing Small Rural Tree

#### HEDGEROWS

Line of trees

#### WATERCOURSES

- Ditches
- Other rivers and streams

#### HABITATS

- Developed land; sealed surface
- Fens (upland and lowland)
- Floodplain wetland mosaic
- Lowland meadows
- Lowland mixed deciduous woodland
- Other neutral grassland
- Ponds (non-priority habitat)
- Watercourse footprint (Habitat units not used in calculation)

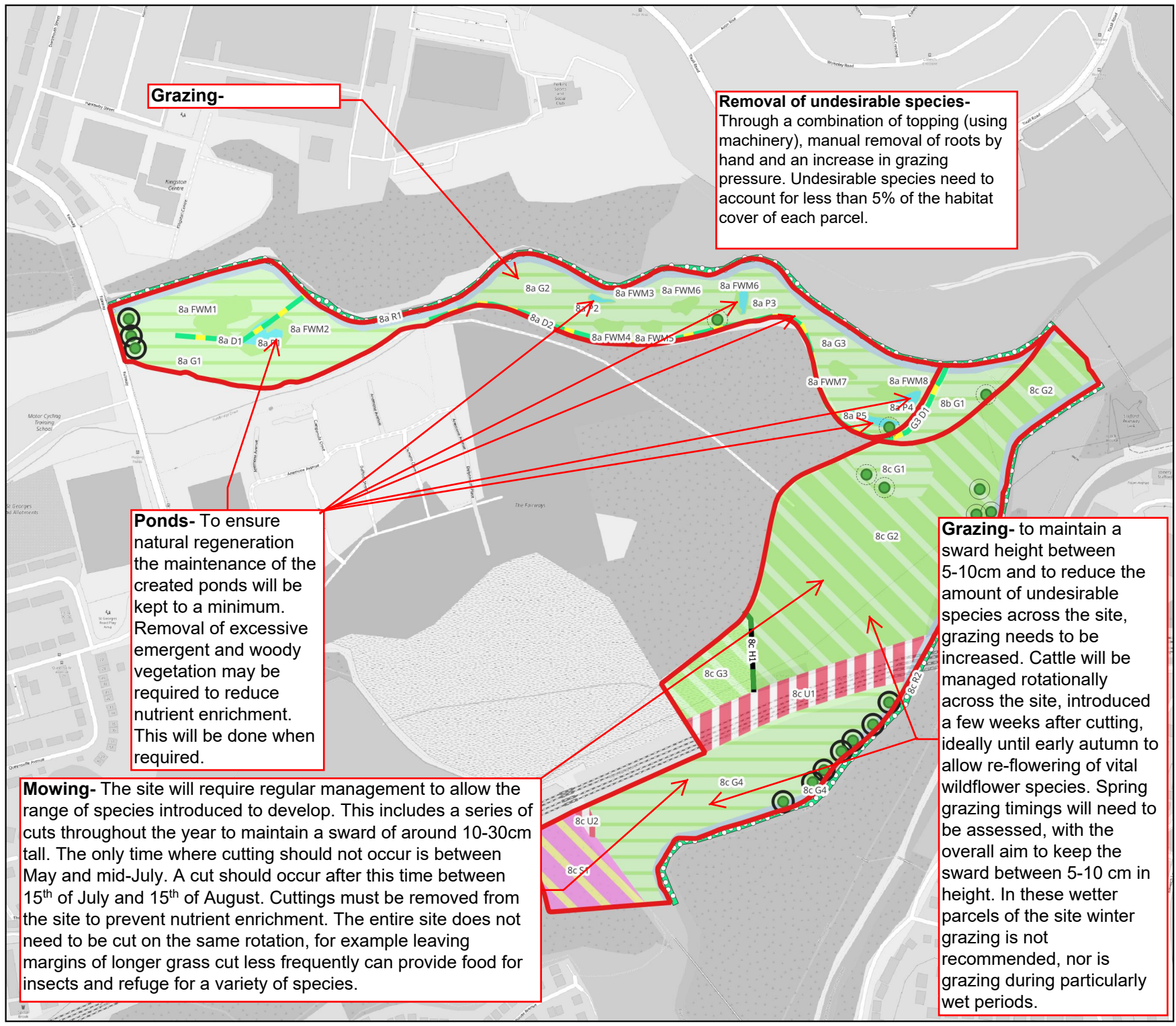
#### Grazing-

**Removal of undesirable species-**  
Through a combination of topping (using machinery), manual removal of roots by hand and an increase in grazing pressure. Undesirable species need to account for less than 5% of the habitat cover of each parcel.

**Ponds-** To ensure natural regeneration the maintenance of the created ponds will be kept to a minimum. Removal of excessive emergent and woody vegetation may be required to reduce nutrient enrichment. This will be done when required.

**Mowing-** 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 15<sup>th</sup> of July and 15<sup>th</sup> of August. Cuttings must be removed from the site to prevent nutrient enrichment. The entire site does not need to be cut on the same rotation, for example leaving margins of longer grass cut less frequently can provide food for insects and refuge for a variety of species.

**Grazing-** to maintain a sward height between 5-10cm and to reduce the amount of undesirable species across the site, grazing needs to be increased. 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 periods.



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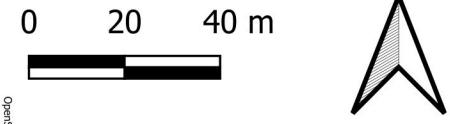






**Mowing-** The site will require regular management to allow the range of species introduced to develop. This includes a series of cuts throughout the year to maintain a sward of around 10-30cm tall. The only time where cutting should not occur is between May and mid-July. A cut should occur after this time between 15<sup>th</sup> of July and 15<sup>th</sup> of August. Cuttings must be removed from the site to prevent nutrient enrichment.

**Removal of undesirable species-** Through a combination of topping (using machinery) and manual removal of roots by hand. Undesirable species need to account for less than 5% of the habitat cover of each parcel.



## Site 9: Littleworth Tennis Courts

### Proposed Future Habitats

Central Grid Reference:  
SJ932231

#### Key

 Site Boundary

**HABITATS**  
 Lowland meadows

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**Mowing-** 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 15<sup>th</sup> of July and 15<sup>th</sup> of August. Cuttings must be removed from the site to prevent nutrient enrichment.

**Removal of undesirable species-** Through a combination of topping (using machinery) and manual removal of roots by hand. Undesirable species need to account for less than 5% of the habitat cover of each parcel.

0 10 20 m



## Site 10: Corporation Street Bowling Green



### Proposed Future Habitats

Central Grid Reference: SJ929233


### Key

 Site Boundary

### INDIVIDUAL TREES

-  Existing Medium Urban Tree
-  Existing Small Urban Tree

### HABITATS

 Lowland meadows

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