

Appendix 1

Site Location Plan

Appendix 2

Draft Partnership Agreement

Dated

2006

- (1) The Land Restoration Trust
- (2) Cannock Chase District Council

DRAFT

Partnership agreement

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BETWEEN

- (1) LAND RESTORATION TRUST, a private company limited by guarantee (registered number 05077263) whose registered office is at St George's House, Kingsway Team Valley, Gateshead, Tyne & Wear, NE11 0NA ("the Trust"); and
- (2) [INSERT NAME OF MANAGING PARTNER] (registered number [NUMBER]) whose registered office is at [ADDRESS] ("the Managing Partner").

BACKGROUND

- (A) The Trust is a non-profit-making organisation established in April 2004 based on a partnership of English Partnerships, Groundwork, the Forestry Commission and the Environment Agency, with the support of the Office of the Deputy Prime Minister and the Regional Development Agencies. It aims to improve the environment and quality of life for communities by providing long-term sustainable management of public spaces across England.
- (B) The Trust aims to acquire, own and manage previously derelict and under-used land, to deliver environmentally informed, community-led regeneration. Its role is to hold the land and assume the related environmental liabilities; to secure and hold endowments and other sources of income; to fund and sustain long-term management; and to manage the land through a managing partner who is best placed to manage the land on behalf of the Trust and on behalf of the community.
- (C) As part of the programme outlined in (B) above, the Trust has acquired ownership of the Site (as defined) and wishes to use and develop the Site as set out in this Agreement.
- (D) The Managing Partner carries on the business of [**INSERT DETAILS OF BUSINESS**].
- (E) The Managing Partner is willing and able to take responsibility for the day-to-day management of the Site(s) (as defined) on the terms set out in this Agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 In this Agreement, the following expressions shall have the following meanings unless the context otherwise requires:

"Additional Income" any income excluding Grant Income generated by, from or in relation to the Site or its use

other than money provided by the Trust under the Annual Budget

“Annual Budget”

the Annual Budget to be drawn up by the Managing Partner and approved by the Trust in accordance with clause 6.2

“Break Date”

30 September 2007

“Business Day”

a day other than Saturday or Sunday or a bank holiday or public holiday in England

“Commencement Date”

[INSERT DATE]

“Financial Year”

1 April to 31 March

“Grant Income”

money received by way of grant for a purpose relating to the use, management or upkeep of the Site and which money is to be used solely as specified by the awarding body

“Insolvent”

means becomes bankrupt, insolvent, summons a meeting of or enters into any arrangement with its creditors, makes a proposal for or becomes subject to any voluntary arrangement, is unable to pay its debts, has a receiver, manager or administrative receiver appointed over any of its assets, undertakings or income, has passed a resolution for its winding up or has a petition presented for winding up, has a provisional liquidator appointed or has an administrator appointed in respect of it

“Management Plan”

the Management Plan for the Site as attached at Schedule 2 and as amended by agreement between the parties from time to time

“Site”

the area(s) of land at **[INSERT NAME AND ADDRESS OF SITE(S)]** as shown on the plans at **Schedule 1** and such other site(s) as may be agreed by the parties from time to time

“Supporting Partner”

any organisation or individual appointed by the Managing Partner with the express agreement of the Trust as set out in **clause 5.2** to assist in

implementing the Management Plan

“Five Year Budget”

the five year indicative budget annexed at **Schedule 5** and as amended from time to time and which is to be drawn up by the Trust in respect of a fixed 5 year period and agreed with the Managing Partner

- 1.2 The index and headings to the clauses and Schedules of this Agreement shall not affect its construction.
- 1.3 Where the context so requires or admits, the masculine shall include the feminine and the neuter and the singular shall include the plural and vice versa.
- 1.4 Any reference to “writing” includes reference to any communication effected by facsimile or any comparable means.
- 1.5 Any reference in this Agreement to a clause or Schedule is a reference to a clause of or a Schedule to this Agreement, and references to paragraphs are to paragraphs in the Schedule in which such paragraph appears.
- 1.6 The expression “person” means any individual, firm, company, incorporated association, partnership, government, state, or agency of state, or joint venture.
- 1.7 Any reference to a statute or statutory provision shall be construed as a reference to the same as from time to time amended, consolidated, modified, extended, re-enacted or replaced provided that in the case of amendments, consolidation, modification, extensions, re-enactments or replacements made after the date of this Agreement they shall not have effected a substantive change to that provision.

2. MANAGEMENT PLAN

- 2.1 The Managing Partner will manage the Site in accordance with the Management Plan at all times.
- 2.2 The Management Plan will set out details of the intended usage for the Site together with the plans for its management. Any material variations to the objectives to be achieved in relation to the Site’s management must be approved in writing by the Trust prior to implementation.
- 2.3 The Management Plan will cover an initial 5-year period, commencing on a date to be agreed by the parties, and will be reviewed after five years.

3. **OBLIGATIONS OF THE MANAGING PARTNER**

- 3.1 The Managing Partner will manage the Site on the terms set out in this Agreement and in particular in accordance with its roles and responsibilities as specified in **Schedule 3** and will perform its obligations with reasonable care and skill and to the best of its ability and it will at all times act with the utmost good faith towards the Trust and ensure that it, its employees and agents act in a way that will not damage the Trust's reputation.
- 3.2 The Managing Partner will ensure that the Site meets all necessary health and safety requirements for the purposes and usage of the Site as set out in the Management Plan and will, subject to the provisions contained in clause 4.3, comply with all relevant laws and regulations.

4. **OBLIGATIONS OF THE TRUST**

- 4.1 The Trust will pay the Managing Partner on receipt of a proper invoice, the amounts agreed in accordance with and as provided for in the Annual Budget and/or the Five Year Budget.
- 4.2 The role and responsibilities of the Trust are as specified in **Schedule 4**.
- 4.3 The Trust acknowledges its obligations under and accepts responsibility for all environmental liabilities as set out in Part IIA of the Environmental Protection Act 1990.

5. **SUPPORTING PARTNERS**

- 5.1 Where appropriate, and subject to the prior written approval of the Trust, such approval not to be unreasonably withheld, the Managing Partner may, except in respect of projects for which specific provisions have already been made in the Management Plan, delegate responsibility for individual projects to a Supporting Partner.
- 5.2 The Managing Partner will obtain prior written approval from the Trust if it wishes to appoint (a) Supporting Partner(s) and, if such approval is granted, will ensure that any such Supporting Partner(s) complies/comply at all times with the aims and obligations set out in this Agreement. For the avoidance of doubt, a party contracted to carry out minor works to the Site without any overall responsibility for an individual project will not be deemed a Supporting Partner and will not require the prior written approval of the Trust.
- 5.3 If a Supporting Partner is appointed, the Managing Partner will retain overall responsibility for the Site and the delivery of the Management Plan and will be responsible for ensuring the existence of appropriate agreements with the

Supporting Partner before any activities are undertaken by the Supporting Partner.

6. FINANCIAL PROVISIONS

6.1 The Managing Partner will manage the Site in accordance with the Management Plan as attached in **Schedule 2** and within the indicative Five Year Budget agreed with the Trust and set out in **Schedule 5** and within the Annual Budget to be agreed with the Trust.

6.2 The Managing Partner will submit a proposed budget to the Trust three months in advance of each Financial Year, which must be approved by the Trust within four weeks of the commencement of the Financial Year.

6.3 Once the Annual Budget is approved and subject to **clause 6.1 and 6.2**, the Managing Partner will have responsibility for managing the Site within this Annual Budget, and for appointing staff, contractors and consultants as appropriate in accordance with it. Where contracts extend beyond one Financial Year the Managing Partner must be confident that the costs will be covered within the anticipated budgets for the relevant Financial Years.

6.4 The Managing Partner will submit an invoice to the Trust on a [quarterly / monthly / annual] basis unless expressly agreed otherwise for reimbursement of expenditure during the previous [month / quarter / year]. If the Managing Partner is registered for VAT then the invoice must be a VAT invoice. This will include payment for:

6.4.1 staff, based on agreed hourly / daily rates;

6.4.2 invoices from contractors and Supporting Partners;

6.4.3 invoices for third party costs.

The invoice must be accompanied by a completed quarterly report for the relevant period, including a breakdown of staff costs as set out in **clause 6.4.1** above.

6.5 The Managing Partner will supply supporting information as appropriate, including timesheets, copies of contractors' and other invoices on request. Copies of all documentation relating to this Agreement and the Site will be retained by the Managing Partner for a minimum of six years.

6.6 The Trust will, having checked the invoice and supporting information and subject to all requested information being provided to the satisfaction of the Trust, reimburse the Managing Partner for all expenditure properly incurred within one month of receipt.

6.7 Should any invoice be the subject of a dispute between the parties, the Trust will within 21 days of receipt of such invoice inform the Managing Partner in writing of the nature of the dispute. The Managing Partner will within 21 days of receipt of such writing either:

6.7.1 issue a corrected invoice; or

6.7.2 respond in writing explaining why the original invoice is correct and enclosing any further information in support of this.

For the purposes of ascertaining when payment is due, any invoices returned will be deemed to be received on the day that any re-submitted invoice is received by the Trust and not the date that the incorrect or disputed invoice was received.

6.8 In the event that any Additional Income or Grant Income is secured by the Managing Partner to enhance the Site, full details of such income must be provided to the Trust on a quarterly basis but need not be reimbursed to the Trust on the assumption that:

6.8.1 the income is Grant Income and is used for the specified purpose; or

6.8.2 the income is Additional Income which does not exceed the value of 20% of the Annual Budget and is used for the benefit or enhancement of the Site.

6.9 In the event that any Additional Income exceeds the value of 20% of the Annual Budget for any Financial Year ("the Excess Income"), the Managing Partner must draw up an additional budget detailing the proposed spending of the Excess Income as soon as reasonably practicable and submit this to the Trust for written approval and none of the Additional Income may be spent until such approval has been granted by the Trust.

7. **PARTNERSHIP REVIEW AND RENEWAL**

7.1 For the duration of the Agreement, the Managing Partner and the Trust will meet once a year or more often if required by either party ("the Review Meetings") to discuss and monitor the delivery of the Management Plan and to identify and resolve any management issues.

7.2 In addition to the Review Meetings, the parties will hold a meeting on or around the fifth anniversary of the Commencement Date ("the Five Year Review") to discuss and agree a Five Year Budget for the remaining term of the Agreement. The parties will also discuss options for the management of the Site beyond the term of the Agreement, including but not limited to an extension of the Agreement and/or the involvement of third parties.

8. **INDEMNITY**

- 8.1 The Managing Partner acknowledges that it is and will remain liable for the consequences of any failure on its part to provide the services set out in this Agreement and will indemnify, keep indemnified and hold harmless the Trust against from and against all costs (including the costs of enforcement), expenses, liabilities, injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which the Trust incurs or suffers as a result of a breach of this Agreement or as a result of negligent acts or omissions or wilful misconduct of the Managing Partner.

9. **INSPECTION**

- 9.1 The Managing Partner agrees to provide to the Trust all information reasonably requested by the Trust, within 28 days and to provide access to the Trust and its duly authorised representatives to the Site and any premises on the Site.
- 9.2 The Trust shall have the right to inspect the Site (at any time) and any premises on the Site (on reasonable notice), and the Managing Partner shall make all necessary arrangements and provide all reasonable facilities and access for such inspection.

10. **FORCE MAJEURE**

- 10.1 Neither party will be liable to the other for any failure or delay in performance of this Agreement if it is due to any event beyond the reasonable control of a party to this Agreement including, without limitation, acts of God, war, protests, fire, flood, storm, tempest and national emergencies and subject to **clause 10.2** the party so delayed will be entitled to a reasonable extension of time for performing such obligations.
- 10.2 If the event of force majeure in question continues for more than three months either party may give notice in writing to the other to terminate this Agreement. The notice to terminate must specify the termination date, which must not be less than 15 days after the date on which the notice is given, and once such notice has been validly given, this Agreement will terminate on that termination date.
- 10.3 If at any time the Managing Partner claims an event of force majeure in respect of its obligations under this Agreement, the Trust shall be entitled to arrange for any other person to take over the management of the Site, and that management shall be deemed to have been from the Managing Partner.

11. **BREAK CLAUSE**

The Trust may end this Agreement on the Break Date by serving written notice on the Managing Partner not less than three months before the Break Date, such notice to expire on the Break Date, it being understood that the Break Date corresponds to the break date in the lease granting ownership of the Site to the Trust dated [**INSERT DATE**].

12. **DETERMINATION OF DISPUTES**

- 12.1 In the event of any dispute arising in relation to the subject matter of this Agreement, either party may call a meeting at senior management level by giving [14 days' written notice] to the other of such meeting. The parties' nominated managers for the Agreement will then meet to discuss the problem and seek resolution.
- 12.2 In the event that the parties are unable to agree on the resolution of a dispute as set out in **clause 12.1**, then the parties agree to refer the dispute to determination by an expert or an arbitrator in accordance with this **clause 12**. The expert or the arbitrator shall be agreed on by the parties or, if they fail to agree, to be decided on the application at any time by the party by the President for the time being of the Royal Institution of Chartered Surveyors.
- 12.3 The expert or arbitrator shall be entitled to conduct the matter in such manner as he shall decide and shall be entitled to seek such advice in reaching such determination as he thinks fit and both parties shall provide the expert or arbitrator with all necessary assistance which the expert requires to consider the dispute and shall supply to the expert all documentation and information relevant and material to the dispute.
- 12.4 All decisions of the expert or arbitrator shall be final and binding, save in the case of manifest error.
- 12.5 The expert shall in giving his decision, agreement, statement or opinion be acting as an expert and not an arbitrator and any provisions of law relating to arbitration, including the Arbitration Act 1996 shall not apply.
- 12.6 The fees of the expert or arbitrator (and any fees in respect of the nomination of any expert or arbitrator) shall be borne by the parties in a proportion that shall be determined by the expert or arbitrator have regard (amongst other things) to the conduct of the parties.
- 12.7 If any appointed expert or arbitrator declines at any stage to determine any dispute for any reason, either party shall be at liberty to commence court proceedings in relation to such dispute.

13. TERMINATION

- 13.1 This Agreement shall commence on the Commencement Date and, subject to the following provisions of this **clause 12** and the provisions of **clause 11**, shall continue in force for a period of [**10 years**] [**NOTE: THIS NEEDS TO BE TIED IN WITH CLAUSE 7.2**]. Either party shall be entitled, by giving not less than twelve months' written notice (stating the reasons for termination) to terminate this Agreement on any anniversary of the Commencement Date falling after the Break Date.
- 13.2 Either party may by written notice served on the other terminate this Agreement immediately if the other:
- 13.2.1 is in material breach of any of the terms of this Agreement and, where the breach is capable of remedy, the other party fails to remedy such breach within 30 days' service of a written notice from the party not in breach, specifying the breach and requiring it to be remedied provided any such notice is served within six months of the breach occurring or the party not in breach becoming aware of such breach, whichever occurs later;
 - 13.2.2 becomes Insolvent;
 - 13.2.3 has any distraint, execution or other process levied or enforced on any of its property;
 - 13.2.4 has a change in management and/or control that is unacceptable to the other party;
 - 13.2.5 unreasonably withholds support to changes which may be necessitated in order to complete the requirements of the Agreement to budget or timetable or to accommodate changing Site conditions;
 - 13.2.6 has not, or will not, meet any of the technical, organisational or financial requirements within any of the timescales stated in this Agreement.
- 13.3 For the purpose of **clause 13.2.1** a breach shall be considered capable of remedy if the party in breach can comply with the provisions in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).
- 13.4 The rights to terminate this Agreement given by this clause shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

13.5 Upon the termination of this Agreement for any reason, subject as otherwise provided in this Agreement and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under this Agreement.

14. **CONSEQUENCES OF TERMINATION**

14.1 In the event of termination for whatever reason, the Managing Partner agrees to cooperate with the Trust as far as it is reasonably able in handing over control of the Site to the Trust or its appointed agent.

15. **NATURE OF AGREEMENT**

15.1 **Assignment and Subcontracting**

15.1.1 Subject to the provisions of **clause 5**, neither party to this Agreement may assign the benefit or delegate the burden of this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.

15.1.2 Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture between the parties.

15.2 **Entire Agreement**

15.2.1 This Agreement contains all the terms which the parties have agreed in relation to the transactions provided for by this Agreement and neither of the parties have been induced to enter into this Agreement by a statement or promise which it does not contain. This shall not exclude any liability which a party would otherwise have to the other party in respect of any statement made fraudulently by that party prior to the date of this Agreement.

15.2.2 In the event that there is a conflict between the provisions of the main body of this Agreement and the Schedules to this Agreement, the former shall prevail.

15.3 **Invalidity**

If any provision of this Agreement is held by any court, tribunal or administrative body or authority of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect, then that provision will, to the extent required, be severed from this Agreement and will be ineffective without, as far as is possible, modifying any other clause or part of this Agreement which will remain in full force and effect.

15.4 **Waiver**

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any other or further exercise of the same or of some other right, power or remedy.

15.5 **Variations**

No variation of this Agreement shall be valid unless in writing signed by the parties.

16. **NOTICES**

16.1 Any demand, notice or communication must be in writing and may be given by hand or sent by first class pre-paid post or facsimile transmission and shall be deemed to have been duly served:

16.1.1 if delivered by hand, when left at the proper address for service;

16.1.2 if given or made by prepaid first class post, 48 hours after being posted (excluding Saturdays, Sundays and public holidays);

16.1.3 if given or made by facsimile transmission at the time of transmission, provided that a confirming copy is sent by first class pre-paid post to the other party within 24 hours after transmission,

provided that, where in the case of delivery by hand or transmission by facsimile, such delivery or transmission occurs either after 4.00 p.m. on a Business Day, or on a day other than a Business Day, service shall be deemed to occur at 9.00 a.m. on the next following Business Day (such times being local time at the address of the recipient).

Any demand, notice or communication shall be made in writing or by facsimile addressed to the recipient at its registered office or its address stated in this Agreement (or such other address or facsimile number as may be notified in writing from time to time) and shall be marked for the attention of [NAME].

17. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Save as set out in **clauses 5** and **14** the parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

18. **ENGLISH LAW**

The formation, construction, performance, validity and all aspects whatsoever of this Agreement shall be governed by English Law and the parties hereby agree to submit to the non-exclusive jurisdiction of the English Courts.

SCHEDULE 1

Site Plan

SCHEDULE 2
Management Plan

SCHEDULE 3

The Obligations/Undertakings Agreed by the Managing Partner

1. MANAGEMENT PLAN

The Managing Partner will manage the Site in accordance with the agreed Management Plan, as defined in the Partnership Agreement. The timescale and processes for review will be agreed with the Trust and any Supporting Partners.

2. FINANCE

2.1 The Managing Partner will manage the Site within the agreed Annual Budget, obtaining written permission from the Trust in advance of any commitments being entered into over and above those already agreed. The Trust will not be obliged to reimburse any unauthorised expenditure. The Managing Partner will be required to:

2.1.1 keep records of all income, expenditure and activities in a manner agreed with the Trust. To update and provide this information to the Trust to an agreed timetable, or within a reasonable time of any request.

2.1.2 claim all agreed **net** expenditure on a monthly/quarterly/annual in arrears basis.

2.1.3 to co-operate with and assist any external examination or audit of records and accounts by any other body approved by the Trust.

2.1.4 undertake all management activities in a cost effective manner, demonstrating 'best value' in the use of all resources as follows:

2.1.4.1 procurement of goods or services must be in accordance with the existing rules and regulations of the Managing Partner, and/or that of procurement within the public sector.

2.1.4.2 taking all available opportunities to reduce the net cost of management, either by increasing income or reducing expenditure without significantly deterring local people from participating in any activity taking place on the site.

2.1.4.3 where the Managing Partner is subject to any external certification/audit or quality assurance scheme within the core of its organisation, the activities and Sites managed

on behalf of the Trust must be undertaken in accordance with such external quality assurance schemes.

3. PUBLIC CONSULTATION AND COMMUNITY ENGAGEMENT

- 3.1 The Managing Partner will undertake all necessary public consultation in order that the local communities are aware of the Sites and the opportunities that the Site(s) present for public recreation and enjoyment. This will include pro-active engagement with the local communities, and or their representatives, to assist them in making the most of the Sites.
- 3.2 This consultation must include a widely publicised formal public consultation on the management of the Site linking into a review of the Management Plan for the Site at 5 year intervals.
- 3.3 Local consultation should be used to inform the process of resource allocation.
- 3.4 The Managing Partner is to act as the first and main contact with the local community and visitors to the Site. Contact details for the Managing Partner must be clearly displayed on the Site and, all published information about the Site, and be known within local community organisations. The Managing Partner is expected to answer all routine enquiries and questions about the Site, keeping the Trust informed of all important incidents and of any matter relating to the Site which could affect the reputation of the Trust.

4. SITE MANAGEMENT

- 4.1 The Management Partner must undertake all on Site management required to maintain the Site in good condition and available for informal public access (temporary restrictions on access only being permitted for Health & Safety and other sound management reasons). This will include any and all requirements that are a condition of any planning or other formal agreement that the Managing Partner has been advised of by the Trust. Specifically this must include:
 - 4.1.1 assuming general liability as occupier of the Site and all activities undertaken on it, save that any liability resulting as a consequence of the Site being a re-claimed brownfield Site is specifically excluded and such liability will remain with the Trust except where such liability arises as a consequence of the acts, omissions or negligence of the Managing Partner;
 - 4.1.2 being liable for any hazard on the Site(s) including but not limited to those it has observed or been notified about, and will take remedial action as is considered necessary to make the Site safe and fit for purpose;

- 4.1.3 managing any designated conservation or heritage Site in accordance with a plan agreed with the appropriate responsible body;
- 4.1.4 managing the entire Site in such a way that there is a presumption in favour of the local ecology, ecological processes and timescales, where practical (and alternative approaches are only undertaken where these can be clearly demonstrated as delivering desirable outcomes).

5. **WORKING WITH OTHER ORGANISATIONS**

5.1 The Managing Partner will identify and work with all appropriate bodies that can add value to the public benefits deliverable by the Site. As a rule this should be done in a manner that allows other organisations with specialist skills or knowledge to undertake specific work or actions, with the Managing Partner acting to co-ordinate and facilitate the work of others. Specifically where possible this should include:

- 5.1.1 assisting and encouraging individuals and groups within the local community to take a direct interest and involvement in the management of the Site. This may be on a voluntary or paid basis.;
- 5.1.2 using the Site and the activities undertaken on it to provide training and employment opportunities for local people, to benefit public health and to provide an educational resource;
- 5.1.3 giving preference to local people and locally-based organisations where possible in terms of involvement with or management of the Site.

6. **GENERAL APPROACH**

6.1 The Managing Partner will undertake all operations and activities in an open and co-operative manner, with both the Trust and other organisations and partners. This specifically includes:

- 6.1.1 keeping and making available to all who reasonably ask for it, all financial information on the cost of management and other activities on the Site(s);
- 6.1.2 assisting other organisations to gain from the experience of the Managing Partner;
- 6.1.3 trying new approaches, either directly or assisting others to do so, where there is the potential to increase the public benefits the Site can offer;
- 6.1.4 operating in a manner that tries to achieve consensus between organisations and individuals; and

6.1.5 operating in accordance with the *Freedom of Information Act* and the *Data Protection Act*.

7. **COMMUNICATIONS**

7.1 The Managing Partner is required to actively promote the Site and undertake all publicity activities, both on and off Site, in accordance with the Trust communications policy. Specifically this must at all times give at least equal weight to the Trust and the Managing Partner.

8. **VARIATIONS**

8.1 Any of the above conditions may be varied on a specific or general basis. Any variation must be agreed in writing by both the Trust and the Managing Partner.

SCHEDULE 4

The Obligations of the Trust

1. BACKGROUND INFORMATION

The Trust will provide the Managing Partner with all relevant background information to enable it to manage the Site. Including initial Site assessments, Site master plans and designs and details of restoration works, planning and other relevant conditions, title matters and budgets.

2. MANAGEMENT PLAN

The Trust will agree with the Managing Partner and any Supporting Partners the timescale and processes for review of the Management Plan .

3. FINANCE

3.1 Once the Management Plan has been agreed the Trust will be required to:

3.1.1 Agree a format with the Managing Partner for the keeping of records of all income, expenditure and activities.

3.1.2 Pay all agreed **net** expenditure claimed by the Managing Partner within 30 days of receipt of satisfactory invoices and all requested supporting documents.

3.1.3 To assist the Managing Partner with any external examination or audit of records and accounts by any approved body.

3.2 The Trust will not be obliged to reimburse any unauthorised expenditure.

4. PUBLIC CONSULTATION

4.1 The Trust will assist and support the Managing Partner with public consultation and the answering of questions about the Trust and the Site, in a manner agreed with the Managing Partner.

5. SITE MANAGEMENT

5.1 The Trust will:

5.1.1 retain legal liability for the Site, excluding the obligations transferred to the Managing Partner detailed in this Agreement. Specifically the Trust will be liable for matters as a consequence of the Site being a reclaimed Brownfield Site;

- 5.1.2 assist the Managing Partner to identify and work with all appropriate bodies that can add value to the public benefits deliverable by the Site; and
- 5.1.3 work with and assist the Managing Partner and any Supporting Partners to identify alternative sources of income to enable Site enhancement, or higher standards of maintenance, or an increased number and range of activities to take place on the Site.

6. **GENERAL APPROACH**

- 6.1 The Trust will undertake all operations and activities in an open and co-operative manner, with both the Managing Partner and Supporting Partners. This specifically includes:
 - 6.1.1 assisting the Managing Partner to gain from the experience of the Trust (and other Managing Partners working on other sites within the Trust's portfolio);
 - 6.1.2 trying new approaches, either directly or assisting others to do so, where there is the potential to increase the public benefits a Site or the Trust can offer; and
 - 6.1.3 operating in a manner that tries to achieve consensus between organisations and individuals.

7. **COMMUNICATIONS**

The Trust is required to actively promote the Site and the role of the Managing Partner.

8. **VARIATIONS**

Any of the above conditions may be varied on a specific or general basis. Any such variation must be agreed in writing by both the Trust and the Managing Partner.

SCHEDULE 5

The Indicative Five Year Budget

SCHEDULE 6

Quarterly Report Template

SITE

MANAGING PARTNER
Forestry Commission

REPORT PERIOD

Activity	Annual Budget £	1st ¼ Exp/Inc £	2nd ¼ Exp/Inc £	3rd ¼ Exp/Inc £	4th ¼ Exp/Inc £	Forecast Total Exp/Inc £	Variance from Budget £
		Actual	Forecast	Forecast	Forecast		
Site Management Comm.						£0	£0
Engagement and publicity						£0	£0
Anti social (litter, vandalism etc)						£0	£0
Environmental - monitoring & action						£0	£0
Periodic replacement						£0	£0
Staff costs						£0	£0
Total expenditure	£0	£0	£0	£0	£0	£0	£0
External funding						£0	£0
public							
private							
TOTAL NET	£0	£0	£0	£0	£0	£0	£0

Commentary

SITE

OUTPUTS

ACTIVITY	Annual Budget	1st ¼ Actual	2nd ¼ Forecast	3rd ¼ Forecast	4th ¼ Forecast	Forecast Total	Variance from Budget
External funding	£0						
School visits (schools/individuals)							
Training activities (events/individuals)							
Health activities (events/individuals)							
Voluntary work (days)							
Voluntary wardens							
Other community activities							
Local employment (value/man days)							
Number of reported accidents	N/A						

Commentary

SIGNED by [NAME])
duly authorised to sign for and on)
behalf of)
THE LAND RESTORATION TRUST)
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

SIGNED by [NAME])
duly authorised to sign for and on)
behalf of)
[MANAGING PARTNER])
in the presence of:)

Witness signature:

Name:

Address:

Occupation:

Appendix 3

Management Plan Executive Summary Draft

Keys Business Park

Introduction

- 1.0 Keys Business Park, by Hednesford Town Football Club, has been restored, providing business units and 22 hectares of public open space for nature conservation and community use. Following restoration, the site was transferred to the Land Restoration Trust (LRT), a national organisation that takes ownership of sites to secure them as public open space.
- 1.1 LRT intends to appoint Cannock Chase District Council (CCDC) to manage the site on a daily basis and agreement is currently being sought to formalise this arrangement.
- 1.2 A draft management plan has been produced to guide management of the site and views are currently being sought on these proposals from partners and the community. After comments have been received, the agreed management plan will be in place until 2011, when it will be reviewed.
- 1.3 LRT have received an endowment for the site which will be invested so that the site can be managed in perpetuity with an agreed annual budget provided to Cannock Chase District Council.

Background to the site

- 2.0 The Keys Business Park is also known as Hednesford Brickworks. Previous uses on the site include coal and clay extraction, a brickworks and then back-fill with colliery and domestic waste. The site became part of English Partnerships' National Coalfields Programme in 1997 and was restored by the Regional Development Agency, Advantage West Midlands (AWM), with funds from the National Coalfields Programme at a total cost of £7 million.
- 2.1 The site is now used for short walks, jogging and dog walking, for wildlife watching and unofficial fishing, as a cut-through between housing, shops and schools and as a link to Hednesford Hill and Cannock Chase AONB.
- 2.2 The site is important for wildlife such as wildflowers, butterflies and newts. It has been classified as a Site of Biological Interest and is made up of:
 - Established woodland, over 10 years old: 2.57 hectares.
 - Mixed Woodland planting, below 10 years old: 6.3 ha
 - Woodland edge, areas of shrubs and dense woody vegetation: 10.63 ha
 - Open water, informal ponds and ditches: 1.24 ha
 - Water margins, 2m either side of open water and water courses 0.65ha
 - Amenity Grassland, mown edges of paths: 0.26ha
 - Conservation grassland: 0.5 ha
 - Access paths/ rights of way for recreation and maintenance use: 1.383 km
 - Newt protection systems, newt walls and creeps: 1.427 km
 - Gas vents: 66 no.

Vision

- 3.0 The vision for the site is to manage and develop its potential as an attractive area of open space, which will be highly valued by the local community, and which will bring long-lasting environmental, social and economic benefits to local people. Consideration is being given to re-naming the site to reflect its new purpose. The naming of the site will be open for comment.

3.1 The draft aims or the site are:

- **To provide a welcoming site:** by providing welcome signs, making sure that it is easily accessible and establishing a high level of cleanliness and maintenance.
- **To provide a healthy, safe and secure site:** by maintaining the security of site entrances and perimeters, managing health and safety, managing the site's landscape to reduce perception of threats and controlling abuse of the site.
- **Enhance the site's conservation value:** by managing and improving wildlife habitats and interpreting the ecology of the site and its history.
- **Manage the site on a sustainable basis:** by aiming for sensitive site maintenance operations, ensuring that the site is managed within long-term financial constraints and securing additional funding to enhance the site.
- **Increase community usage and involvement in the site:** by carrying out a range of activities and events and encouraging participation in the site's practical management and in management decisions. Ensuring that the site provides for education and training. Developing opportunities to employ local contractors.

Management Operations

3.2 The management of the site will include the following: site inspections; mowing of grass verges and path edges; repairing and keeping paths weed free; tree thinning and shrub coppicing to establish woodland areas and retain open wetland areas for newts; keeping ponds, culverts and ditches clear of overgrowth; clearing litter; maintaining the newt walls and passes; purchasing and maintaining welcome signs; newt monitoring and any actions needed to protect them such as removing fish from newt ponds. Ecological surveys will take place to identify ways to improve the site for wildlife and it is envisaged that the conservation interest of the site will grow as the site develops.

Roles of the LRT, CCDC and Partner organisations

3.3 LRT owns the land. It will manage the endowment and will appoint CCDC as the site manager to manage the site in accordance with the adopted management plan. LRT will retain responsibility for the site relating to its history as a former brickworks and coal and refuse tip. CCDC will be responsible for the physical maintenance of the site, staffing, and co-ordinating the roles of other partners, together with day to day health and safety under normal occupiers liability.

Other interested parties include English Partnerships (EP) and Advantage West Midlands. It is also hoped to consult with and involve the following organisations and groups:

- Hednesford Football Club and the business units, to gain their support and work with them to ensure that parts of their land can linked ecologically
- Local Residents bordering the site, aim to consider setting up a Friends Group and / or Voluntary Ranger Service
- Anglers, so that fishing can be legitimised, improved and controlled
- The Wildlife Trust – to gain advice on habitat management
- Forest of Mercia
- Hednesford Town Council, Heath Hayes and Wimblebury Parish Council

Appendix 4

Draft Management Plan



CCDC Logo

**BRICKWORKS NATURE RESERVE
(KEYS BUSINESS PARK)
DRAFT MANAGEMENT PLAN**

**The Land Restoration Trust
Cannock Chase District Council**

**The Land Restoration Trust
Arpley House
110 Birchwood Boulevard
Birchwood
Warrington
WA3 7QH**

April 2006

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DRAWINGS

- Figure 1: Landscape Management Plan**
- Figure 2: Access and Constraints Plan**

1.0 INTRODUCTION

Purpose of the Draft Management Plan

1.4 The major part of the former brickworks at Cannock, Staffordshire, has been restored as public open space around business units by Advantage West Midlands (AWM), the site owner, and English Partnerships (EP), who has funded work through the National Coalfields Programme. The land has now been passed on to the Land Restoration Trust (LRT), acting through its lead managing partner Cannock Chase District Council (CCDC), to manage the land for community use. The purpose of the draft management plan is three-fold:

- To act as a draft for consultation with local people and local partners as to how the site can best be managed for maximum local benefit
- To give an assurance to Advantage West Midlands and EP that the site and the investment within it will be well managed
- To act as a framework within which CCDC can start to manage the site in advance of the plan being fully adopted following consultation
- The draft management Plan is currently being used as a framework for managing the site before CCDC take over management. This is estimated to be Autumn 2006.

Consultation

1.5 The key initial partners (LRT, CCDC, and AWM) will be consulted over this draft management plan and a further draft will be produced, as well as a programme for consultation. The aim will be to undertake a period of consultation with local people and partners over the summer, with a view to having an agreed and adopted plan for the site by the end of Autumn 2006. The draft plan is inevitably stronger and more complete in some areas compared with others. The intention is to fill in the gaps and refine the detail as the consultation develops. The final plan in particular needs to take account of the community's aspirations for the site and to identify the role local partners can play.

Timescale

1.6 The adopted management plan will be expected to cover a five-year period from April 2006 to March 2011, at which point there will be a major review based on consultation. The plan will also be reviewed on an annual basis by CCDC, LRT and other key partners, to take account of changed circumstances.

Structure

1.7 In addition to the introduction, the plan is structured into five main sections. Section 2, Site Appraisal, is a description of the site as it is now. Section 3, Aims and Objectives, sets out the future vision for the site. Section 4, the Operations Plan, sets out what work will be undertaken to achieve this future vision. Section 5, Finances and Other Resources, describes the resources needed to undertake these operations. Finally Section 6, Monitoring and Review, sets out how the success of the plan will be reviewed and updated over time.

2.0 SITE APPRAISAL

Location and Context

- 2.1 The site, known as Keys Business Park and Hednesford Brickworks is located in Wimblebury, near Hednesford, which is approximately 1.5 miles east of Cannock, Staffordshire, (Grid Reference SE011 113). The main transport infrastructure can be accessed via junctions 11 to 13 of the M6 and junctions 6 and 7 of the M6 toll road to the south of the site leading to the A460, A5190 Cannock to Litchfield Road and the B4154 (Hill Street).
- 2.2 The site is adjacent to Hednesford Town Football Club and located within a mixture of business units, older and new housing developments. The main areas of population adjacent to the site are Wimblebury, Heath Hayes and Hawks Green to the south and Littleworth and Hill Top to the north.
- 2.3 The surrounding landscape to the north is another area of public open space, Hednesford Hills, 5 minutes walk to the north of the site through the Littleworth housing estate, linked by public rights of way. This is further linked to the north west to the Cannock Chase Area of Outstanding Natural Beauty. East of the site are former open cast workings.

Development History

- 2.4 The Keys Business Park was also known as Hednesford Brickworks. Previous uses on the site include coal extraction, clay extraction, brickworks and latterly, back-filled colliery and domestic refuse tip. Surrounding land uses are mainly private residential and older industrial premises nearby.
- 2.5 The derelict site became part of English Partnerships' National Coalfields Programme in 1997. The site was remediated by the Regional Development Agency, Advantage West Midlands (AWM), with funds from the National Coalfields Programme at a total cost of £7 million.
- 2.6 9 hectares were set aside for employment use, with a very successful take up of the new business units and a further 1.95 hectares remain for future development.
- 2.7 The remaining 22 hectares has been developed into green space for nature conservation and community use. The ownership of the green space was transferred to the Land Restoration Trust in April 2005.
- 2.8 The site includes mixed woodland, grassland, wetland areas and ponds providing for a substantial population of amphibians, particularly great crested and smooth newts. Even before remedial work started wildlife had already begun to inhabit the site. In 1997, the Great Crested Newt, a rare and protected species, had to be collected (under special licence) and kept within special newt seclusion zones (two holding ponds) before work could get underway, and until the work had been completed. The newts have now been released back into the main site, which features specially constructed newt walls to protect them from straying on to roads, and newt creeps to allow the newts to move under the roads and paths between different parts of the site. Botanically the site is important for a variety of wildflowers including hay rattle and grass vetchling (which is not recorded in any other parts of district). A variety of butterflies breed and visit the site such as the uncommon Dingy Skipper. Further ecological surveys will take place in summer 2006.
- 2.9 Restoration work began in 1998. The work included grading the land to create plateaus for the business units and a substantial quantity of historic tipping was

removed. The remaining land included areas of mature woodland along the northern boundary which were retained. The wetland areas were reprofiled, creating water falls and shallow newt ponds, creating amphibian hibernacular and ditches and newt creeps and passes. Marginal and aquatic planting and wildflower meadow areas were created through seeding and plug planting. The perimeter of the land to the south of Keys Park Road was double-dug and biogram (treated sewage sludge) was incorporated into the soil to relieve compaction and improve the soil. Elsewhere other fertilizers and composts were added. Trees and shrubs have been planted to gap-up the existing tree belt to the northern boundary (Oak and Alder) and to create new hazel coppice and native woodland areas (including Alder, Birch, Pine, Wych Elm, Willow and Aspen with woodland edge species such as Dogwood, Hawthorn and Guelder Rose). Tracks and paths were laid, together with access points to create a network of paths throughout the site. The resulting public open space and nature reserve is approximately 22 hectares (ha).

- 2.10 Currently the site is being managed through LRT with an aftercare contract until the management partnership can be secured with CCDC.
- 2.11 The site has developed in many ways since initial reclamation, particularly with regard to recreation and biodiversity which all have increased greatly as the 'greenspace' features have become more established. The site is already important for amphibians, particularly smooth and great crested newt. Regular surveys are planned to identify ways to improve the site for wildlife and it is envisaged that the conservation interest of the site will grow as the site develops.

Physical Description

- 2.12 The Brickworks Nature Reserve (Keys Business Park) covers approximately 22 hectares and lies on coal bearing measures on millstone grit. The site has been back-filled with colliery and domestic refuse waste. The site is dissected by Keys Park Road which runs east/ west
- 2.13 Design of the site has given careful consideration to the integration of open space, wildlife habitats, community woodland and access for quiet recreation. The site, both north and south of Keys Park Road is gently undulating with wetland areas including ponds and wet grassland, areas of native woodland from planting in 1998, secure areas for newts with newt fencing, grills and creeps (safe passes under roads). The largest established pond is currently used unofficially for fishing.
- 2.14 The landscape of the area north of Keys Park Road (known as Upper and Lower Keys) also has mature woodland, which appears to be from natural succession, which has developed on the tipped waste. A public footpath (Public Right of Way) from Keys Park Road, runs in a northerly direction to the large pond, north easterly to access housing to the north and then south east to link back to Keys Park Road.
- 2.15 The landscape of the site area to the south of Keys Park Road and east of Hednesford Town Football Club has a network of surfaced paths, one being an adopted definitive right of way (public footpath) from the north east to the south west of the site. The newt fencing and creeps linking with land to the west and to the Upper Keys to enable the newts to access all of the site and also other ponds to the south of the Football Club.
- 2.16 The network of paths and rights of way running through the site facilitates access for walkers, cyclists and maintenance vehicles.

- 2.17 The major landscape elements are summarised as follows, and are illustrated on Figure 1: Landscape Management Plan.

Landscape Element	Description	Area
Established Woodland	Areas of native woodland over 10 years old	2.57 ha
Mixed Woodland planting	Areas of native woodland below 10 years old	6.3 ha
Woodland edge	Areas of shrubs and dense woody vegetation	10.63 ha
Open water	Area of informal ponds = 0.88ha, Area of ditchcourse= 0.36ha	1.24 ha
Water margins	2m either side of open water and water courses	0.65ha
Amenity Grassland	Mown edges of paths 0.5m either side of paths	0.26ha
Conservation grassland	Areas of grassland established using native grass species	0.5 ha
Access tracks and paths	Lengths of paths for recreation and maintenance use, including Rights of Way	1.383 km
Newt protection systems: walling, creeps and grills	Concrete paviours on edge 1.427 km 5 creeps – 3 under Keys Park Road and 2 beneath Brickworks Road 95m	1.427 km
Gas vents	Are present over the whole site	66 no.

Access

- 2.18 The site has a network of both adopted definitive rights of way (public footpath) and unadopted paths, connecting with the external public rights of way network leading to Hednesford Hill and Cannock Chase AONB to the north east.
- 2.19 The Upper and Lower Keys area has three designated access points (access for pedestrians and cyclists) with open access to the western area of Lower Keys. South of Keys Park Road has four designated access points and unmade access from housing and a playing field to the east of the site. All access points lead to a network of surfaced paths which facilitate access to walkers and cyclists and the majority of the surfaced paths and bridges appear to be to DDA (1998) standard.
- 2.20 There is no official car parking, as most visitors will be local, although there is parking on the access road to the new Business Park and on the roads of the surrounding housing.

Facilities

- 2.21 There are limited facilities on site apart from an unofficial rough fishing peg and scraped flat areas for fishermen at the large pond in Upper Keys. The fishing needs to be legitimised and an agreement reached with a local fishing club. Any fishing peg design would need to be approved.

Current Usage

- 2.22 Primarily a site for informal recreation, The Brickworks Nature Reserve (Keys Business Park) is used for activities such as walking, short-cuts between housing areas, shops and schools, jogging, fishing, cycling and dog walking. It is linked with the rights of way network enabling longer walks to Hednesford Hill and Cannock Chase AONB. The site is primarily used for locally based users as a through route to neighbouring residential areas or for short circular walks.

Community Involvement

Local community groups

- 2.23 A number of local residents have expressed an interest in becoming involved with aspects of the site and there are a number of potential partners including
- Anglers
 - Hednesford Town Football Club, the aim is to work with them to ensure that parts of their land can be linked ecologically
 - Local Residents bordering the site – the aim is to consider setting up a Friends group and / or Voluntary Ranger Service,
 - Businesses – the aim is to gain their support as their land is adjacent to the site
 - Hednesford Town Council, Heath Hayes and Wimblebury Parish Council.

Events

- 2.24 To date no events have been carried out.
- 2.25 To date the potential of the site for education, training and volunteers has yet to be developed.

Legal and Environmental Constraints

- 2.26 The following paragraphs provide a background to any legal constraints and other restrictions within The Keys Business Park and Community Woodland.

Conservation status

- 2.27 The site is an SBI, designated in 2005, as it supports a good population of great crested newts and has an amphibian assemblage score of 7 or more. There are substantial numbers of smooth and great crested newts, common frogs and toads, and a number of common lizards are also present. Newt monitoring is required for 4 years as part of the planning conditions. The site is also important for Biodiversity Action Plan (BAP) priority species. Skylarks and Reed Bunting nest at the site on the land south of Keys Park Road. Snipe was present but has been lost due to the increase in tree cover, but it is hoped over time that it will be encouraged to return. Other BAP species present include Linnet and Yellow Hammer. It is envisaged that the conservation interest of the site will increase over time, although there will be inevitable decreases in the numbers of some species as the site will take on a different character as it matures.

Rights of Way

- 2.28 There is a designated public right of way (public footpath) connecting to, and over the site, FP 61.
- 2.29 The Right of Way is adopted and will be maintained by the Highways Department of Staffordshire County Council. It is surfaced with tarmac/ bound gravel and is 3 metres

wide to Cycleway standard with street lighting. It is aimed that the path from Brisbane Way to FP61 will be adopted in the future

Planning Designations

- 2.30 The site is an SBI, with no further designation as Green Belt, SSSI or AONB.

Byelaws, Covenants, Leases, Easements

- 2.31 The site is subject to a number of covenants and easements, but these are not considered to be significant with respect to the site's management. There are various access rights across adjacent properties to access the site and there are various services under the site, to which the service providers have access for maintenance purposes. The site is not subject to any byelaws or leases.

Role of partners and other interested parties.

- 2.32 The ownership of the site is to be with the Land Restoration Trust (LRT) with Cannock Chase District Council acting for LRT as site managers.

Role of the Land Restoration Trust

- 2.33 LRT is the leaseholder until 31st March 2007, thereafter taking over landownership. LRT holds an endowment to ensure that the site can be managed in perpetuity for community use. Its role is to appoint the site manager, in this case CCDC, and to ensure that they manage the site in accordance with an adopted management plan, and within the agreed budgets for the site. This will be based on partnership working, ensuring that the roles of the LRT, CCDC and other partners complement each other for the benefit of the site and the local community.

Role of Cannock Chase District Council

- 2.34 Cannock Chase District Council own and manage land adjacent to this site and it makes sense for them to manage this site also. CCDC was closely involved with the development of the site. Its role is to be the lead managing partner and site manager on behalf of LRT, managing the site in accordance with the adopted site management plan. In the eyes of the public, CCDC will be the manager of the site and the named point of contact. It will be responsible for the physical maintenance of the site, staffing, and coordinating the roles of other partners

Role of English Partnerships

- 2.35 The funding for the site's restoration and endowment has been provided through the National Coalfields Programme managed by EP. They have an interest in ensuring that this investment is properly safeguarded and that the site is managed to maximise the benefits for local people. This will be exercised through its input into the management plan, the funding agreement covering the endowment and their continuing role as a partner in the LRT.

Role of Advantage West Midlands

- 2.36 Advantage West Midlands, the site owners prior to LRT, delivered the site restoration with funding provided by EP. Their interest is similar to that of EP although this will be exercised through the management plan and lease, rather than other means.

Role of Other Delivery Partners

- 2.37 It is anticipated that other delivery partners, such as anglers, residents association or Friends Group, the Football Club, the Wildlife Trust, parish and town councils and local businesses will be identified and their roles defined as part of the consultation process and ongoing management of the site.

Management Considerations

2.38 The following paragraphs summarise existing management issues identified within the site.

Access

2.39 Existing field gates with pedestrian 'U' access barriers at five entrances, four are across rights of way and all need to be removed and replaced with lockable removable bollards to prevent car access, but allow free access for others. There is a limited motorcycle problem, but not serious enough to merit barriers which would restrict access for other legitimate users.

2.40 Boundaries

- Encroachment, some adjoining neighbours to the site appear to have moved their fenceline to encroach on the site. A solution to this problem is to be decided.
- Fencing – fencing ownership and therefore responsibility, is as follows:
 - LRT: fencing which has closed access from the cul de sacs and site boundary post and rail fencing
 - Individual residents: fencing to the rear/ side of their properties bordering the site
 - Businesses: boundary fencing to their premises.

2.41 Newt monitoring and protection. – Newt monitoring will take place from 2006 – 2010, see 4.18 for details of Newt Management Work.

2.42 Fishing/ stocking of large pond in the Upper Keys is not legal at present and needs to be legitimised.

2.43 Litter. Litter picking is covered under the existing maintenance contract which runs until CCDC become the managing partner. However there remains some larger items of tipping which will be removed, taking into consideration newt activity and the potential for items of rubbish to be used as habitats.

2.44 Trees. A tree survey, tree risk assessment and cost estimate of works is required by CCDC prior to them becoming the managing partner. This will be completed by the beginning of July 2006.

2.45 Reclamation work on the site is complete, however AWM still have responsibility to ensure that the main paths and sewers are adopted.

2.46 Stream Courses – LRT has responsibility for the management of the stream courses, with the aid of partners.

2.47 Some other issues identified include:

Usage

- Motorbikes, there is some limited trespass mainly from the housing to the north. A barrier may assist in deterring this problem and other solutions will be considered.
- Illegal shooting, there is limited, sporadic instances
- Evidence of drinking parties and resulting small scale site abuse, vandalism and litter, sporadic
- Children's dens in woodland

Ecology

- Reed beds are developing rapidly and will require future management
- Ditch channels will require management in order to control encroaching aquatic and marginal vegetation and build up of silt.

3.1 AIMS AND OBJECTIVES

Vision

- 3.2 The former brickworks at The Keys Business Park have been restored for both nature conservation and community use as public open space. The vision for the site is to manage and develop its potential as an attractive area of open space, which will be highly valued by the local community, and which will bring long-lasting environmental, social and economic benefits to local people. To demonstrate the new use for the restored site, it is proposed to rename the site one suggestion is 'Brickworks Nature Reserve'. Any name change will be subject to consultation.

Aims

- 3.3 The following aims and objectives set out a framework for the management and development of the site, addressing environmental, social and economic issues. These aims and objectives will provide the basis for the development of specific management operations throughout the site and reflect the multi-use benefits that could be achieved. Many of the aims and objectives are cross-cutting; actions within the operation plan will meet a number of different aims and objectives.

The aims and objectives set out the aspirations for the site. However, it must be recognised that these need to be balanced with practical considerations. Although the intention is to seek additional funding, there will inevitably be financial and other constraints on what is achievable. There will also be inevitable conflicts between objectives, for example between access and conservation, which will need to be addressed over time. Expectations as to what can be delivered must be tempered by what is practicable, affordable and sustainable.

Aim 1 A welcoming site

Objectives

- 1a Improve the visual quality of site entrances and perimeters
- 1b Enhance access to and within the site, and signage, for all
- 1c Establish a high level of cleanliness and maintenance
- 1d Install welcome signage

Aim 2 A healthy, safe and secure site

Objectives

- 2a Maintain the security of site entrances and perimeters
- 2b Manage the site's landscape to reduce perception of threats
- 2c Control abuse of the site
- 2d Put in place and maintain health and safety procedures

Aim 3 Enhance the site's conservation value

Objectives

- 3a Protect and enhance local biodiversity and ecological value, by

managing the site to develop particularly as habitat for newts and

other species

3b Interpret the ecology of the site and its history as a former brickworks

3c Enhance the site's value as a local quiet recreational area in the local landscape

Aim 4 Manage the site on a sustainable basis

Objectives

- 4a Increase the sustainability of site maintenance operations
- 4b Ensure that the site is developed and managed within long-term financial constraints
- 4c Secure additional funding to enhance site management and development

Aim 5 Increase community usage and involvement in the site

Objectives

- 5a Increase the recreational value of the site
- 5b Establish an increased range of activities and events to encourage community use of the site
- 5c Increase community participation in the site's practical management
- 5d Establish means of engaging local people in understanding the site's potential and in management decisions and
- 5e Ensure that the site provides an increasingly valuable educational resource

Aim 6 Ensure that the site contributes to local skills and employment

Objectives

- 6a Develop opportunities for the site to be used for training
- 6b Develop opportunities to employ local contractors and social enterprise to undertake work on the site

4.0 OPERATIONS PLAN

Physical Maintenance Operations

Temporary Maintenance Operations

4.1 These include maintenance operations that are required at periodic intervals during the site's first 20 years management, such as tree thinning. They are costed separately in the endowment, but described under permanent landscape operations.

Permanent Maintenance Operations

4.2 The location of landscape elements to which the following management operations relate, are illustrated in Figure 1: Landscape Management Plan.

Site Inspection

4.3 Weekly inspection visits will be required to check the site's safety and condition and to monitor and identify maintenance requirements. The waterbodies will be inspected monthly.

Mixed Woodland Planting and Woodland Margins

- 4.4 During the early phases of woodland development, the management approach will seek to facilitate tree establishment. The management will therefore primarily comprise of weed control (which should be limited to controlled spot treatment of herbicide) to facilitate growth of young trees and shrubs; removal of stakes, ties and rabbit guards, monitoring the condition of tree growth and minor restructuring through thinning and re-planting to facilitate successful establishment of a diverse woodland structure. However, in the south area of the site, the planting has not developed to the extent expected, therefore this area of the site aims to be managed to allow a variety of different habitats, including areas for ground nesting birds, therefore some tree cover here may need to be removed.
- 4.5 Following the initial establishment phase, the management intervention will focus on creating community woodland that delivers a wide range of public and environmental benefits, increasing both the ecological and recreational value of the site. This may involve implementing a cyclical programme of thinning, felling and coppicing (i.e. 2-8 year cycle) with the aim of increasing species and structural diversity of canopy layer and woodland edges, whilst also maintaining newt habitats and facilitating public access and recreation by establishing woodland ground flora, attractive woodland glades, wetland areas and access routes where appropriate.

Established woodland

- 4.6 The management of established woodland areas will be targeted towards maintaining the woodlands ecological diversity, safety and amenity value. Management will recognise opportunities to enhance the natural woodland structure and woodland ground flora, increase structural diversity of woodland edges and develop woodland glades where suitable. As public safety is a key consideration within woodland areas, management will consider issues such as increasing sightlines along woodland paths and increasing permeability of woodland edges where required, in addition to undertaking regular safety inspections and hazard works.
- 4.7 Opportunities to increase wildlife habitats and biodiversity will be explored by facilitating the establishment of dense inaccessible 'sanctuary' areas where dead standing timber, diseased branches and hollow trunks are retained for ecological purposes. Brushwood collected elsewhere on site could also be stacked within these areas as habitat piles.

Amenity Grassland

- 4.8 The distribution of amenity grassland within the site is relatively limited due to a preference for increased biodiversity through less intensively managed grassland and an undisturbed habitat for amphibians. Amenity grassland is restricted to areas primarily around site entrances, along the perimeters of footpaths, tracks and highway verges for all users.
- 4.9 Grass cuts will be undertaken as required to facilitate access and to maintain a neat and tidy appearance on a regular basis throughout the growing season. Weed control will be limited to spot application of translocated herbicide to control noxious weeds such as docks, thistles, nettles, ragwort and willowherb. Fertiliser will not be used due to the sensitive aquatic habitats in the vicinity and objective of creating diverse grassland swards. Cutting of grass should be no lower than 100mm to avoid damage to amphibians.

Conservation Grassland

- 4.10 Conservation grassland swards are important in providing valuable wildlife habitats for insects, other invertebrates, amphibians, small mammals and birds. Whilst conserving wildlife habitat, the management of this grassland must ensure that species diversity is enhanced in the long-term and that ruderal species are not permitted to compromise the integrity of the grassland composition.
- 4.11 The grass will not be cut, due to the danger of injuring newts and other amphibians, but a proportion of the grassland will be scraped off each year over a 10 year cycle. The timing and frequency of grass removal by scraping will be determined by management procedures required to maximise conservation benefits of respective habitats and species throughout the site. Management of these areas will normally include an annual removal of 10% of the total conservation grassland area at a time appropriate for the conservation of species or habitats of concern.

Waterbodies

- 4.12 Within waterbodies, reed beds, wetlands and ditches, the maintenance of open water channels and provision of dense stands of emergents, tall herbs and wet grasslands are important for both ecological and hydrological purposes, in that they support a diverse and healthy population of small mammals, amphibians, insects and waterfowl. The management of the network of waterbodies will focus primarily on maximising the nature conservation potential of its component features.

Open Water

- 4.13 It is important for both wildlife and drainage that water flow is maintained throughout the wetland network, including ditches, ponds and reed beds. The large pond's chief function is a balancing pond and it may flood. It's secondary purpose is for wildlife and fishing. Regular inspections are recommended to ensure that this open water channel is maintained through ditches and reed beds at all times as drying out and subsequent colonisation and succession can occur within short periods of time. Periodic removal of accumulating silt, in both ponds and ditch courses will need to be undertaken with minimal interference to marginal and bankside vegetation. For example, works will be undertaken from only one bank wherever possible, retaining a dense fringe of marginal emergents either side of watercourses and will be limited to short stretches at the most problematic areas.

Marginal and aquatic vegetation

- 4.14 The management of marginal and aquatic vegetation should ensure that waterbodies retain their aesthetic function within the landscape, whilst also enhancing species diversity and value of wildlife habitats. Maintenance of aquatic and marginal vegetation will therefore include cutting back invasive species (particularly Reed, Bulrush and Reed Sweet Grass) to prevent them from encroaching upon areas of open water and regular removal of invasive water plants and dead vegetation and litter, which leads to waterbodies drying out and loss of habitat through natural succession. It is important that removal does not take place over the entire wetland area, and will therefore take place in alternate sections on rotation leaving uncut areas as refuge for wildlife. Pond work should be carried out in autumn to reduce disturbance to wildlife and any removed vegetation will need to be left at the edge, therefore allowing any newts or other pond life, caught up in the debris, to crawl back into the pond.

4.15 Newt Access Management

During restoration, great crested newts were moved to two holding ponds. The restoration work provided the newts with a network of water bodies, ditches, grilles, newt walls and passes to move from these holding ponds to disperse around the whole site. Maintenance of this access system is required, to ensure that the newts do not enter developed areas of the site that could be detrimental to the animals, and to enable newts to move freely between their breeding ponds and foraging habitats. The work required includes monthly checks to ensure these features are intact, to include annual spraying of the newt ditches with a glyphosate weedkiller, clearance of debris off site from the ditches to keep the routeways clear and to reduce tall vegetation which would enable the newts to climb out of the newt safety zones. The newt walling will require repair and the newt grilles and creeps regularly cleared to maintain a clear access. A proportion of the newt walling is on Staffordshire CC Highways land and they will be maintaining this section.

4.16 Other Newt Protection Measures

The largest pond is used for fishing and there is a danger that fish from here will be moved into the newt ponds which will be detrimental to the newt population. There is currently a barrier between this pond and a smaller pond and this will need to be checked and maintained as necessary. Periodically, and in rotation, all ponds (excluding the largest pond) will be drained down and fish removed.

4.17 Newt Monitoring

The planning conditions required that newt monitoring is to be carried out for 4 years to summer 2009 to assess the success of the modifications to the site, this is to be carried out by an English Nature approved Great Crested Newt surveyor. The newt monitoring will involve regular inspections of the water bodies during the spring and summer to assess the newts breeding success and subsequent recolonisation of the site. Procedures for monitoring include bottle trapping, netting, examination of weeds for eggs and searching a pond by torchlight, after dusk and before midnight. This exercise will be undertaken 4 times per year over a period of 3 days for the months of May, June, July and August. Monitoring of the effectiveness of the newt walls and creeps in the movement of newts will also be undertaken and any remedial works eg. widening of crossings to allow more light will be undertaken.

Once established the habitat management will be reviewed with an experienced ecologist to aim for an ideal newt habitat including 'tussocky' rough grassland with areas of scrub and trees, stones, logs and banks for daytime shelter and piles of rubble and logs for hibernacula and daytime shelters.

4.18 Inlets/ Outlets

All culverts, gabions, inlets and outlets will be regularly inspected and any blockages, encroaching vegetation and debris removed and any damage repaired. The bridges are part of the right of way and are under Staffordshire CC Highways responsibility.

Access tracks, paths and hardstanding

4.19 The open space framework includes an extensive network of footpaths and tracks, which facilitate access for cyclists, walkers and maintenance vehicles. These comprise of multi-user tracks, pedestrian/cycleway and pedestrian footpaths, including a public right of way.

4.20 All hardstanding access tracks and paths will be maintained to minimise dilapidation, clear encroaching vegetation and the subsequent threat of hazards. It is also important to ensure that litter and other extraneous material is swiftly removed from

all areas of formal public access. The public right of way, associated fingerposts and lighting columns are adopted and will be maintained by Staffordshire County Council.

Hard landscape elements

- 4.21 A network of Gas Vents are situated around the site, which allow gas generated from the site's previous uses to escape, these will be inspected and repaired if necessary.
- 4.22 A limited amount of site furniture is situated on site and primarily comprises of entrance barriers and post and rail fencing. A 'chair sculpture' is also to be installed by CCDC, made from bricks to represent the former brickworks. Welcome signage at the entrances will also be installed. It is important that these features are appropriately maintained. Fencing located around site perimeters will be regularly inspected and repaired promptly to prevent access from unauthorised users
- 4.23 All hard landscape elements including fencing, furniture, gates, access barriers and hard surfaces will be inspected on weekly basis and minor repairs carried out as necessary. Any item considered to be unsafe will be removed or made safe and replaced as soon as possible.

Cleansing

Litter Pick

- 4.24 A general scavenge of all visible soft and hard landscape areas will be carried out frequently, ideally fortnightly and the entire site periodically. Particular attention will be made to site entrances, the fishing pond area and other vulnerable areas. Ponds, watercourses, wetlands, ditches and pipes are to be cleaned as part of this routine scavenge. Because of the high numbers of amphibians on the site, it is important that disturbance to water bodies is avoided in the breeding season (spring and summer) and to land during hibernation (autumn/ winter/ early spring).

Fly tipping

- 4.25 Fly tipping is likely to occur from time to time. This will be removed as quickly as possible after it appears.

Vandalism

- 4.26 Any damage will be replaced or cleaned quickly as experience has shown that damage left untreated will tend to encourage more damage. If items are vandalised repeatedly an assessment will need to be made regarding their replacement.

Capital Replacement

- 4.27 The endowment calculation for the site provides for the capital replacement of certain, mainly hard, landscape elements that have a finite lifespan. These include:

- Gates and Stiles (20 years)
- Vehicular and pedestrian entrance barriers (20 years)
- Multi – user tracks and paths (30 years)
- Fencing - post and rail (20 years)
- Bridges (50 years) – however Staffordshire CC have this responsibility
- Reedbeds - digging out (10 years)
- Newt walling (10 years)
- Newt grilles (50 years)

- Pipelines(100 yrs),
- Outlet / inlets (50 years), Emergency outflow (50 years)

4.28 Minor repair to these features will be undertaken as part of routine maintenance works. However, all of these elements will have a finite life so will be replaced as and when necessary; the life spans indicated above are an estimate.

4.29 No capital replacement works are anticipated within the initial 5 year management plan for the site.

Additional capital works

4.30 It is likely that additional capital works will be identified and implemented during the course of the site's management and development. However, no financial provision has been made for these within the endowment calculation so alternative sources of funding will need to be secured to cover their construction and subsequent maintenance.

Community Involvement

4.31 Periodic staffing by community ranger(s) from CCDC will play a key role in engaging the community in the use and management of the site, either directly or working in partnership with other organisations.

Patrolling

4.32 Regular patrols of the site will be undertaken to monitor use/abuse, to identify any problems that may arise and health and safety issues that need addressing, to talk to visitors and users and to provide a visible site presence which is important in giving people confidence to use the site.

Events and Education

4.33 The potential to work with local schools, volunteers and community groups, including a fishing club, will be explored as a means of enhancing local resident's experience of their environment. The opportunity exists for such groups to become involved in management operations such as:

- practical conservation eg.installing and monitoring bat boxes and nest boxes, bulb and plug planting, woodland works (coppicing and thinning)
- Organising events with the Rangers and/ or in partnership with other partners eg. Primary Care Trust and Forest of Mercia, to run health walks

Training

4.34 The site's potential for training purposes will be explored and developed. It is envisaged that the Ranger's involvement will provide training and development of a Friends group, in for example, event organisation, health and safety on site and conservation work.

Social Enterprise

4.35 The potential to develop local social enterprises is limited at this site, but will be explored to help local people and communities benefit financially from the site as well

as in other ways. For example, the fishing club could be given a lease to fish and manage the large pond, charging to generate an income to maintain and improve the pond.

Other

- 4.36 Means of engaging local people more proactively in having a say in the management of the site will be explored, including the setting up of a Friends Group and/or volunteer wardens and exploring the potential for formalising the angling and encouraging them to run events and training. Local involvement can have a positive effect on assisting with community cohesion, together with providing additional management of the site, particularly a site presence. However, it must be recognised that such involvement must spring from a genuine desire and commitment on behalf of local people and cannot be forced upon them. In addition, although beneficial it can also be time consuming to manage and is not a way of managing more cheaply.

Environmental Management

- 4.37 An important aspect of the site's management will be to manage environmental liabilities and obligations. These responsibilities will remain with LRT. They will include checks to gas outlets and an obligation to ensure that any discharge consents with the environment agency are complied with. It is anticipated that LRT will employ specialist consultants to fulfil this role.

Health and Safety

- 4.38 The site will be managed to comply with all relevant health and safety legislation, approved codes of practice (ACOPs) and Health and Safety Executive guidance. CCDC will be responsible for ensuring that risk assessments are undertaken for the site as required under the Management of Health and Safety at Work Regulations 1999 and ACOP (L21), and for monitoring and reviewing the effectiveness of control measures implemented as a result of the risk assessment to ensure their effectiveness. It will take account of information passed on after the transfer of the site within the Health and Safety File.

CCDC will also be responsible for ensuring that accidents and incidents which occur on the site are reported to the relevant enforcing authority as required by the Reporting of Injuries, Disease and Dangerous Occurrences Regulations 1995. CCDC must also notify LRT in the event of accidents or incidents on site requiring notification to the enforcing authorities.

- 4.39 LRT will retain responsibility for the Health and Safety of the site relating to its history as a former brickworks and coal and refuse tip and the environmental management as set out above.
- 4.40 All other aspects of Health and Safety will fall to CCDC under normal occupiers liability. Health and Safety inspections will be carried out on a regular basis, as part of CCDC's system for managing its land holding and any deficiencies in safety provision will be noted and acted upon. Health and safety in relation to the waterbodies will follow accepted best practice and CCDC's standard system. Any areas of concern relating to the site's previous history, such as seepage, or erosion will be notified to LRT.
- 4.41 As CCDC will be the instigator and controller of works on site, CCDC will fulfil the landowner's role and the work manager's role. This also places an obligation on CCDC to ensure that any contractor understands and fulfils their role.

5.0 FINANCIAL AND RESOURCES PLAN

Financial

Income:

- 5.1 The site was transferred to LRT with an **endowment** calculated on the basis of providing for the management of the site in perpetuity. The endowment held by LRT will be invested to generate an annual income to allow the basic physical management works to be undertaken including routine maintenance and temporary maintenance operations, and planned capital replacement works. It will also cover basic staffing costs, including community ranger(s) and more specialist staff.
- 5.2 It is anticipated that the basic level of income generated through the endowment will be supplemented by **additional income** from other sources. This may include grants to undertake specific capital projects, for example if it was decided to construct a pond dipping platform, and to facilitate the use of the site for training, where funding might be secured through local delivery partners. It is envisaged that the majority of additional funding would be secured through LRT's partners in managing the site, rather than LRT directly, although there might be instances where LRT is the recipient.
- 5.3 In securing additional income, particularly for additional capital works, there would have to be certainty that the site could continue to be maintained within the overall budget.

Expenditure:

- 5.4 Expenditure on **physical operations** breaks down into the four categories previously defined:
- Temporary maintenance operations
 - Permanent maintenance operations
 - Capital replacement
 - Additional capital works
- 5.5 Expenditure on these will be strictly controlled by LRT and CCDC within the budgets available. In general most expenditure will be incurred by CCDC and recharged to LRT, although some specialist work, such as environmental management, may be contracted and paid for directly by LRT.
- 5.6 Expenditure on **community involvement** will be through CCDC, and will largely consist of the staffing costs provided for within the endowment calculation. CCDC will work within budgets agreed with LRT

Cash Flow

- 5.7 LRT will be responsible for managing the overall cash-flow, ensuring that expenditure charged to LRT stays within the income generated through the endowment. CCDC will be responsible for managing its own cash-flow within the terms of its management agreement with LRT and for reporting it on a quarterly basis.

Cannock Chase District Council (CCDC)

General

- 5.8 CCDC manage a number of public open spaces and wildlife habitats in the immediate area of The Brickworks Nature Reserve (Keys Business Park) and therefore have considerable expertise and experience in large scale land management.

Staffing

- 5.8 CCDC will manage the site, whose main focus is providing day-to-day cover. The principal staff include:
- Principal Landscape and Conservation Officer – will have responsibility to ensure that the management agreement with LRT works well, providing overall site management responsibility for The Keys Business Park
 - Countryside Officers – will manage the maintenance contract, working to improve the biodiversity of the site and responsible for community involvement aspects of the site's management, including patrolling, events etc.
 - Estate worker who will carry out the day to day site maintenance work.

Other Partners

- 5.9 CCDC will add to its expertise by drawing on the resources of a range of organisations who are best placed to deliver aspects of the site's management on its behalf.

LRT will source other specialist skills available as required such as an ecologist, who will provide the newt monitoring.

6.0 MONITORING AND REVIEW

6.0 A system for monitoring performance within the plan and for reviewing the plan will be agreed within the first year. A careful balance needs to be struck between ensuring that this can take place without it becoming a burden in its own right, which ends up distracting attention and resources from the actual management of the site.

6.1 As the landowner, LRT will have an ongoing role to monitor and review the site's management through its managing agent CCDC. In the first 5 years (i.e. for the period of this management plan) the previous site owners Advantage West Midlands and the funders EP will also maintain an interest in monitoring and review.

Monitoring

6.2 Simple monitoring reports against key measures will be submitted to LRT on a quarterly basis, together with financial information.

Annual Report

6.3 An annual report will be produced by CCDC, summarising the management of the site over the last year and the measures achieved. This will be submitted to LRT and circulated to EP, AWM and other key partners.

Review

6.3 The management plan will be reviewed on an annual basis by CCDC, LRT and other key partners, to ensure that the plan is meeting its aims and objectives and responding to the developing needs of the site. The review will include both the management of the habitats and the uses and activities promoted and undertaken on the site.

6.4 As community involvement in the site develops, it is anticipated that there will be ongoing discussion with the local community about site management. It is proposed that the management plan will be reviewed on a more formal basis, including community consultation, every 5 years

Independent Audit

6.5 The management of this site will be audited by CCDC auditors

6.6 With respect to monitoring habitat creation, it is important that ecological surveys are undertaken to establish the current biodiversity and inform future management policies concerning matters such as protected species and vegetation control. This will be undertaken by CCDC who will approach the Wildlife Trust for comment and advice.

6.7 An ongoing programme of communication with local residents will monitor and review the progress and success of management. This will aim to disseminate information about current landscape management procedures and other management issues whilst inviting feedback from site users.