

29th July 2021

- (1) BARNSELY METROPOLITAN BOROUGH COUNCIL
- (2) WENTWORTH TRUSTEE COMPANY LIMITED
- (3) RIPPLE TRUSTEE COMPANY LIMITED
- (4) THE WENTWORTH CHARITY
- (5) EQUITES UK SPV 10 LIMITED
- (6) EQUITES NEWLANDS (HOYLAND PLOT 2) LIMITED
- (7) EQUITES NEWLANDS (HOYLAND) LTD

Agreement pursuant to section 106 of the Town and Country Planning Act 1990

Relating to land to the west of Sheffield Road, Hoyland, Barnsley

Deed of Variation to Section 106 Agreement dated 09 November 2020

THIS AGREEMENT is made the

29th July

2021

BETWEEN

- (1) **BARNSELEY METROPOLITAN BOROUGH COUNCIL** of the Town Hall, Church Street, Barnsley, S70 2TA (the "Council")
- (2) **WENTWORTH TRUSTEE COMPANY LIMITED** (Co. Regn. No. 03736061) whose registered office is at Hitchcock House Hilltop Park Devizes Road Salisbury SP3 4UF acting as land trustee of the English Will Trust (the "First Owner")
- (3) **RIPPLE TRUSTEE COMPANY LIMITED** (Co. Regn. No. 12317094) whose registered office is at Hitchcock House Hilltop Park Devizes Road Salisbury SP3 4UF being a trust corporation and acting as trustee of the English Will Trust (the "Trustee")
- (4) **THE WENTWORTH CHARITY** (a registered charity registered under reference 1078792) of The Estate Office, Wentworth, Rotherham S62 7TD acting by the Official Custodian For Charities and its trustees Mr David Hunton, Sir Philip Naylor-Leyland, Mrs Cynthia Shaw, Mr Robert W. Dalglish, Miss Susan J. Clayton, Mr Anthony Barber-Lomax, Mrs Rosalind A. Stevenson and Mr William Crawford (the "Charity")
- (5) **EQUITES UK SPV 10 LIMITED** (a company registered in the Isle of Man no.016018V) whose registered office is at Falcon Cliff Palace Road Douglas IM2 4LB Isle of Man (the "Second Owner")
- (6) **EQUITES NEWLANDS (HOYLAND PLOT 2) LIMITED** (Co. Regn. No. 12862261 whose registered office is at Lumonics House Valley Drive Swift Valley Industrial Estate Rugby Warwickshire CV21 1TQ ("the Third Owner")
- (7) **EQUITES NEWLANDS (HOYLAND) LTD** (Co. Regn. No. 12536008) whose registered office is at Lumonics House Valley Drive Swift Valley Industrial Estate Rugby Warwickshire CV21 1TQ (the "Fourth Owner")

BACKGROUND

- (A) By virtue of the Act the Council is the local planning authority for the purposes of this Agreement for the area in which the Site is situated and is the local planning authority by whom the planning obligations hereby created are enforceable.

- (B) The First Owner is the registered proprietor of that part of the Site shown shaded pink on Plan 2 registered with absolute title at the Land Registry under title number SYK524871.
- (C) The First Owner is also the registered proprietor of the land shaded purple on Plan 2 registered with absolute title at the Land Registry under title number SYK524769.
- (D) The Second Owner has acquired that part of the Site shown shaded blue on Plan 2 the registration of which is pending at the Land Registry and which has been given provisional title number SYK687977 having acquired that land from the Fourth Owner who was a party to the 2020 Agreement.
- (E) The Fourth Owner entered into the Charge in favour of the First Owner and the Charity jointly to secure the payment of part of a deferred payment.
- (F) The Third Owner has acquired that part of the Site shown shaded green on Plan 2 the registration of which is pending at the Land Registry and which has been given provisional title number SYK688289 having acquired that land (subject to the Charge) from the Fourth Owner who was a party to the 2020 Agreement.
- (G) The Fourth Owner is the registered proprietor of that part of the Site shown shaded light orange on Plan 2 the registration of which is pending at the Land Registry and which has been given provisional title numbers SYK687915 and SYK687909 having acquired that land (together with other land) in part from the First Owner and in part The Wentworth Charity who were both a party to the 2020 Agreement.
- (H) The Fourth Owner is also the registered proprietor of the land shown coloured dark orange the registration of which is pending at the Land Registry and which has been given provisional title number SYK687915 having acquired that land (together with other land) from the First Owner who was a party to the 2020 Agreement.
- (I) As was the case when the Original Agreement was completed the First Owner is the registered proprietor of the Biodiversity Offsetting Land registered under title numbers SYK52449 and SYK524738.
- (J) The Planning Permission has been issued by the Council following the completion of the Original Agreement.

- (K) Since the completion of the Original Agreement it has been determined that the arrangements for the attenuation basin to serve the Development should change resulting in an increase in the area required for such a basin with the result that the full extent of the attenuation basin now includes land outside the Site which is not included within the Biodiversity Enhancement & Management Plan contained in the Original Agreement.
- (L) The Biodiversity Enhancement and Management Plan contained within the Original Agreement is therefore now no longer appropriate in respect of the Enlarged Attenuation Basin Land and this Deed provides that the Biodiversity Enhancement and Management Plan and the obligations relating thereto contained within the Original Agreement shall no longer apply to the Enlarged Attenuation Basin Land and instead the Enlarged Attenuation Basin Biodiversity Enhancement and Management Plan shall apply to that land subject to the provisions hereof
- (M) The Enlarged Attenuation Basin is the subject of a planning application submitted to the Council and an application has been made pursuant to section 96A of the Act to amend the Planning Permission to ensure the compatibility of provision of the Enlarged Attenuation Basin with the Planning Permission.
- (N) Save for the variation referred to in Recital (L) above the Original Agreement will remain in full force and effect.

1. DEFINITIONS

- 1.1. In this Agreement and unless otherwise defined in clause 1.2, the words and phrases herein (including for the avoidance of doubt in the Background) shall have the same meaning as that ascribed to them in the 2020 Agreement.
- 1.2. In this Agreement the following words and phrases have the meanings shown opposite (including for the avoidance of doubt in the Background):

2020 Agreement	means the agreement entered into pursuant to s.106 of the Act between the Council (1) Wentworth Trustee Company (2) Ripple Trustee Company Limited (3) The Wentworth Charity (4) Hoyland Developments Ltd (5) and Equites Newlands (Hoyland) Limited dated 9 November 2020.
Amended Planning Permission	means the Planning Permission as amended pursuant to applications pursuant to s96A of the Act to ensure the compatibility of provision of the Enlarged Attenuation Basin with the Planning Permission
Charge	means a legal charge over the part of the Site shown shaded green on Plan 2 dated 19 January 2021 between (1) Equites Newlands (Hoyland) Ltd and (2) The Wentworth Charity and Wentworth Trustee Company Limited
Chargees	means the First Owner and the Charity
Enlarged Attenuation Basin Biodiversity Enhancement & Management Plan	means the plan titled "Land West of Sheffield Road, Hoyland – Attenuation Land Biodiversity Enhancement & Management Plan April 2021 contained in the Second Schedule.
Enlarged Attenuation Basin	means the attenuation basin to be constructed on the Enlarged Attenuation Basin Land
Enlarged Attenuation Basin Land	means the land coloured purple and dark orange and hatched on Plan 2
Enlarged Attenuation Basin Planning Permission	means the planning permission issued pursuant to the planning application submitted for the Enlarged Attenuation Basin under reference number 2021/0637

Owners	means together the First Owner the Second Owner the Third Owner and the Fourth Owner collectively
Plan 2	means the plan attached to this Agreement at the First Schedule and marked Plan 2

2. CONSTRUCTION

- 2.1. Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations, and firms and all such words shall be construed interchangeable in that manner.
- 2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5. Any reference to an Act of Parliament shall include any modification, extension, or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6. References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to its statutory functions.
- 2.7. The headings and contents list are for reference only and shall not affect construction.

3. ENGLISH WILL TRUST

The Trustee, as trustee of the English Will Trust directs the First Owner as registered proprietor of that part of the Site shown shaded pink and purple on Plan 2 registered with absolute title at the Land Registry under title numbers SYK524871 and SYK524769 respectively to enter into this Agreement on behalf of the English Will Trust.

4. STATUTORY PROVISIONS

- 4.1. This Agreement is a planning obligation made in pursuant of sections 106 and 106A of the Act and to the extent that the covenants in this Agreement are not made under sections 106 and 106A of the Act they are made under section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 4.2. The covenants, restrictions and requirements imposed upon the Owners under this Agreement create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owners.

5. CONDITIONALITY

This Agreement is conditional on:

- (i) the issue of the Enlarged Attenuation Basin Planning Permission and the Amended Planning Permission; and
- (ii) the Commencement of Development pursuant to the Amended Planning Permission

save for the provision of this clause and clauses 3, 11, and 13, and clauses 15-17 (inclusive), which shall come into effect immediately upon completion of this Agreement.

6. THE OWNERS' COVENANTS WITH THE COUNCIL

6.1. The Owners hereby covenant with the Council subject to clause 5. above to:

- 6.1.1. implement the physical works set out in the Enlarged Attenuation Basin Biodiversity Enhancement and Management Plan in respect of the Enlarged Attenuation Basin Land in accordance with the programme for those works set out in that document; and
- 6.1.2. observe and perform the management and maintenance measures contained in the Enlarged Attenuation Basin Biodiversity Enhancement and Management Plan in respect of the Enlarged Attenuation Basin Land for a period of thirty three years from the Commencement of Development

7. THE COUNCIL'S COVENANTS WITH THE OWNERS

7.1 The Council hereby covenants with the Owners:

- 7.1.1. to issue the Enlarged Attenuation Basin Planning Permission and the Amended Planning Permission expeditiously following the completion of this Agreement; and

- 7.1.2. not to seek to enforce the provisions of the Original Agreement in respect of the Enlarged Attenuation Basin Land following the implementation of the Enlarged Attenuation Basin Planning Permission.

8. AGREEMENTS AND DECLARATIONS

- 8.1 The parties agree and declare that with the exception of the provisions of clauses 6 and 7 the Site shall remain subject to the obligations contained in and provisions of the Original Agreement.
- 8.2 No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.3 This Agreement shall be registrable as a local land charge by the Council.
- 8.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council under the terms of this Agreement, such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Head of Planning and Building Control or his nominee.
- 8.5 Following the performance and satisfaction of all of the obligations contained in this Agreement the Council shall expeditiously effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 8.6 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.7 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Enlarged Attenuation Basin Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure (other than a modification under section 73 or 96A of the Act) or expires prior to the Commencement of Development.

- 8.8 If pursuant to clause 8.7 this Agreement shall terminate and cease to have effect the Council shall upon request remove any entry relating to this Agreement from the Register of Local Land Charges.
- 8.9 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its interest in the Site, the Enlarged Attenuation Basin Land or the Biodiversity Offsetting Land or the part of the Site, the Enlarged Attenuation Basin Land or the Biodiversity Offsetting Land in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest and the retention of a right of way or easement of the Site Enlarged Attenuation Basin Land or the Biodiversity Offsetting Land shall not constitute an interest for the purposes of this clause.
- 8.10 This Agreement shall not be enforceable against:
- 8.10.1 anyone whose only interest in the Site, Enlarged Attenuation Basin Land or the Biodiversity Offsetting Land or any part of the Site, the Enlarged Attenuation Basin Land or the Biodiversity Offsetting Land is in the nature of the benefit of an easement or covenant or as the owner of the sub soil of any highway within the Site, Enlarged Attenuation Basin Land or the Biodiversity Offsetting Land;
- 8.10.2 any person whose only interest in the Site, Enlarged Attenuation Basin Land or the Biodiversity Offsetting Land or any part of the Site or the Biodiversity Offsite Land is an estate or interest in any subterranean stratum of mineral or other matter; and
- 8.10.3 any statutory undertaker acquiring any part of the Site, Enlarged Attenuation Basin Land or the Biodiversity Offsetting Land, any owner of any electricity sub-station and/or gas governor site and/or pumping station to other supply installation nor those deriving title from them.
- 8.11 The Chargees hereby consent to the land subject to the Charge being bound by the provisions herein and any mortgagee or chargee for the time being shall not be liable for any breach of the obligations in this Agreement unless committed or continuing at a time when the mortgagee or chargee is in possession of all or any part of the Site, Enlarged Attenuation Basin Land or the Biodiversity Offsetting Land.
- 8.12 Subject to clause 8.14 nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission and the Enlarged Attenuation Basin Planning Permission) granted

(whether or not on appeal) after the date of this Agreement nor shall any payment be due to the Council pursuant to this Agreement as a result of any development carried out pursuant to such later planning permission.

8.13 Nothing contained or implied in this Agreement shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its functions as a local authority.

8.14 In the event that:

8.14.1 the Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 or 73A of the Act (or any re-enactment thereof) in respect of the conditions in the Planning Permission or the Enlarged Attenuation Basin Permission; and

8.14.2 the Council and the Owners shall agree such in writing by exchange of correspondence.

references in this Agreement to the Planning Application and the Planning Permission shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Agreement shall henceforth take effect and be read and construed accordingly.

9 WAIVER

No waiver (whether expressed or implied) by the Council or the Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owners from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owners agree with the Council to give the Council immediate written notice of any change in ownership of any of their interests in the Enlarged Attenuation Basin Land occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Enlarged Attenuation Basin Land purchased by reference to a plan.

11 COUNCIL COSTS

The Fourth Owner agrees to pay the Council on execution of this Agreement the Council's reasonable costs and disbursements of an incidental to the preparation and execution of this Agreement in the sum of £1,000 (one thousand pounds) the receipt of which is hereby acknowledged.

12 DISPUTE RESOLUTION

- 12.1 In the event of any dispute or difference arising between any of the parties to this Agreement in respect of any matter contained in this Agreement such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 12.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 12.1 or as to the appropriateness of the professional body then such question may be referred by either part to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 12.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.
- 12.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.

13 LIMITATION OF LIABILITY

The obligations of the First Owner pursuant to this Agreement shall be limited to the assets of the English Will Trust from time to time.

14 NOTICE

14.1 Any notice required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to any person required to receive the notice at its address as set out below:

14.1.1 Council: C/O Head of Planning and Building Control, at Barnsley Metropolitan Borough Council, Westgate Plaza One, PO Box 600, Barnsley, S70 9EZ,

14.1.2 First Owner: Fitzwilliam (Wentworth) Estate, Estate Office, Wentworth, Rotherham S62 7TD for the attention of Philip Nelson,

14.1.3 Second Owner, Third Owner and Fourth Owner: Newlands Developments Limited Lumonics House Valley Drive Swift Valley Industrial Estate Rugby Warwickshire CV21 1TQ for the attention of Hoylands Project Manager

or as otherwise specified by the relevant person by notice in writing to each other person.

14.2 Any notice shall be deemed to have been duly received:

14.2.1 if delivered personally, when left at the address and for the contact referred to in this clause;

14.2.2 if sent by prepaid first-class post or special delivery, at 9.00am on the second working day after posting; or

14.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

15 JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England and the parties submit to the jurisdiction of the courts of England.

16 DELIVERY

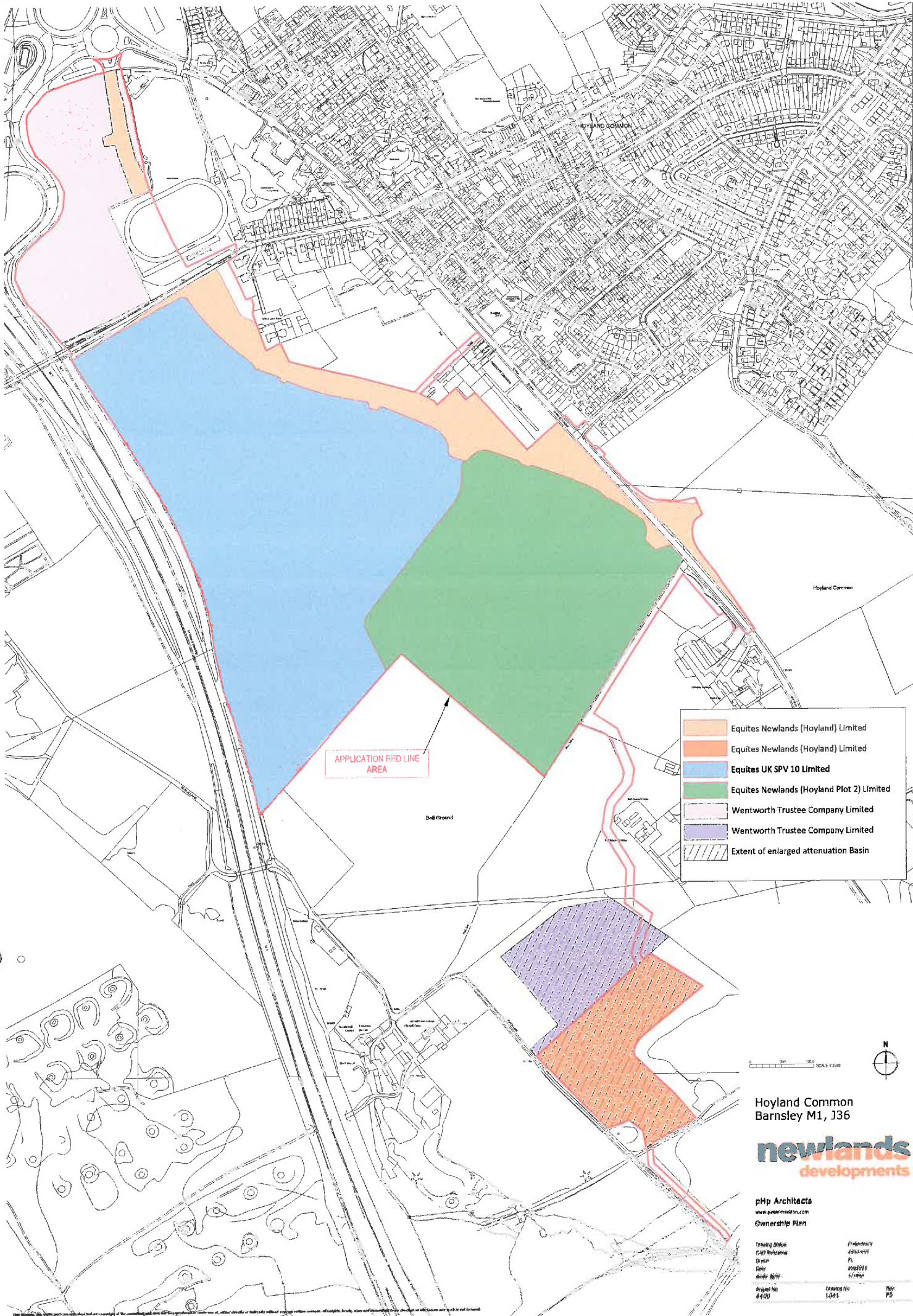
The provision of this Agreement (other than this clause which shall be of immediate effect) shall be no effect until this Agreement has been dated.

17 EXECUTION OF COUNTERPARTS

This Agreement may be executed in separate counterparts and such counterparts when executed and delivered shall be an original.

This document is executed as a deed and is delivered on the date stated at the beginning of this deed.

FIRST SCHEDULE
Plan



- Equites Newlands (Hoyland) Limited
- Equites Newlands (Hoyland) Limited
- Equites UK SPV 10 Limited
- Equites Newlands (Hoyland Plot 2) Limited
- Wentworth Trustee Company Limited
- Wentworth Trustee Company Limited
- Extent of enlarged attenuation Basin

0 20m 40m 60m 80m 100m SCALE 1:2500

N

Hoyland Common
Barnsley M1, J36

newlands
developments

pHp Architects
www.peter-hadwin.com
Ownership Plan

Drawing Title:	Ownership Plan	Drawn by:	PL
Client:	Equites UK SPV 10 Limited	Checked by:	PL
Project No:	44100	Drawn on:	1/1/2020
Drawing No:	LD415	File:	P5

SECOND SCHEDULE

Enlarged Attenuation Basin Biodiversity Enhancement and Management Plan



Newlands Developments

Land West of Sheffield Road, Hoyland – Attenuation Land
BIODIVERSITY ENHANCEMENT & MANAGEMENT PLAN

June 2021

FPCR Environment and Design Ltd

Registered Office: Lockington Hall, Lockington, Derby DE74 2RH

Company No. 07128076. [T] 01509 672772 [F] 01509 674565 [E] mail@fpcr.co.uk [W] www.fpcr.co.uk

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Table 11: Five Year Work Programme

FIGURES

Figure 1: Post Development Habitats Plan

APPENDIX

Appendix A: Biodiversity Net Gain Calculations (Defra 2.0 Metric)

1.0 INTRODUCTION

- 1.1 The following Biodiversity Enhancement Management Plan (BEMP) has been prepared by FPCR Environment and Design Ltd. on behalf of Newlands Developments. The proposed development site is on Land West of Sheffield Road and south of Bell Ground (wood), central grid ref. SK 3586 9894) and incorporates land associated with a consented scheme granted approval by Barnsley Metropolitan Borough Council on 9th November 2020 (Planning Application No. 2020/0647) as well as a further arable parcel to the north. The land currently supports two cultivated arable parcels and a dividing hedgerow.
- 1.2 This BEMP provides the details of the overall management mechanisms and responsibilities, habitat creation methods, targeted management objectives and prescriptions, monitoring and provisional 5 year work programme objectives.
- 1.3 The BEMP is based on the GI proposals for the site, annotated on Figure 1: Post Development Habitats Plan and detailed within the separate biodiversity impact assessment calculations (using the Defra 2.0 metric) to provide a measurable biodiversity net gain.

2.0 LEGISLATION, POLICY AND PROTECTED SPECIES

- 2.1 All relevant EU and UK nature conservation law will be adhered to in relation to the protection of ecological features, ecological habitat creation and enhancements, and ongoing management. This will primarily include the protection afforded to nesting birds and reptiles under the Wildlife and Countryside Act 1981 (as amended); and to badgers under the Protection of Badgers Act 1992. Reference is also made to bats protected under the Wildlife and Countryside Act 1981 (as amended) and Conservation of Habitats and Species Regulations 2017 (as amended). Where appropriate proposals also consider Habitats and Species of Principal Importance (H/SPI) as listed within Section 41 of the Natural Environment and Rural Communities (NERC) Act 2006.
- 2.2 All woody and suitable ground nesting vegetation to be affected by ongoing management cutting and pruning works will be removed outside of the nesting season (March – August inclusive) or checked for the presence of nesting birds by an experienced ecologist if within this time.
- 2.3 For habitat management of scrub, grassland, hedgerow and wetland and where practices require cutting vegetation to ground level this will be undertaken during the reptile active season (March to mid-October) during suitable weather including when daytime temperatures are consistently above 9°C.

3.0 MANAGEMENT AND MONITORING RESPONSIBILITIES

Management structure

- 3.1 The responsibility for habitats in the onsite scheme will be passed onto a Principal Contractor to ensure they are created and managed by an experienced landscape contractor for the life of the development, or until such a time as it is passed via legal mechanism into the control of a third party, to be agreed by Barnsley Metropolitan Borough Council (BMBC) and any other relevant parties.

Monitoring and review

- 3.2 Management of the scheme will run for a period of thirty years following initial creation (year one). The offsite habitat creation will be monitored annually for the first five years to ensure effective establishment. Throughout the period the achievement of management objectives through the application of detailed prescriptions should be viewed as a dynamic process, responding to the establishment and development of the habitats and species, as well as to any community needs and aspirations. Towards the end of each five year period the management should be reviewed and amended as necessary to provide a five year rolling programme.
- 3.3 The progress of habitat creation will therefore be monitored and management prescriptions reviewed and altered where necessary to ensure habitat targets are met. This BEMP should be informed by updated and detailed surveys of the habitats to refine the identified objectives, targets and prescriptions as necessary.
- 3.4 The aims of future on-going management should continue to maintain the target habitats as set out herein.

4.0 CONSERVATION OBJECTIVES

- 4.1 The following strategic objectives for the site are set out to provide a steer for the detailed management objectives and management prescriptions set out further on:
- To link with a continuous corridor of habitats on site running north-south by a scheme of strategic habitat creation and enhancement.
 - Provision of a range of habitats of value to local fauna including nesting birds and common amphibians.
 - Provide measurable and achievable targets appropriate to each habitat to ensure condition targets are met as set out in the Management Target tables below in accordance with Defra Technical Supplement (Natural England, July 2019¹).

5.0 GENERAL MEASURES

- 5.1 Habitat creation for the onsite scheme will be in accordance with details set out by Barry Chinn Associates Ltd in the Soft Landscaping Specification for the proposed development.
- 5.2 Scrub and aquatic planting is to be delivered and planted in accordance with Horticultural Trades Association (HTA) Standard 'Handling and establishing landscape plants' (obtainable from the HTA) Part III, paragraphs 6.2 to 6.6.
- 5.3 Planting is to remain materially undamaged, sturdy, healthy and vigorous, planted upright or well balanced with best side to front. Trees and shrubs are to be of good shape and without elongated shoots, grown in a suitable environment and hardened off before being delivered to the site.
- 5.4 All planting is to be true to name and free from pests, diseases, discoloration, weeds, fungus and physiological disorders.
- 5.5 All works are to be undertaken with due diligence, being sure to leave the works in a clean and tidy condition at completion and after any maintenance operations. Protect areas affected by planting operations using boards/ tarpaulins and do not place excavated or imported material directly on adjacent grassed areas.
- 5.6 All plants should be stored only when necessary in accordance with the HTA's 'Handling and establishing landscape plants' (obtainable from the Horticultural Trades Association) Part I, Part II and Part III, paragraphs 1.3.3 to 1.3.6, 3.0, and 4.0.
- 5.7 If plants/trees are unobtainable alternatives are to be agreed with the Ecologist/Landscape Architect in writing prior to ordering.
- 5.8 After planting water plants to ensure that the full depth of topsoil is wetted. Apply water evenly and without damaging or displacing plants or soil. Continue to water as necessary to ensure the successful establishment and continued thriving of planting.
- 5.9 If water supplies are restricted or likely to become restricted by emergency legislation, do not carry out planting until instructed. If planting has been carried out, obtain instructions on watering.

¹ Natural England (July 2019) *The Biodiversity Metric 2.0 – auditing and accounting for biodiversity – Technical Supplement (Beta Edition)*

- 5.10 Bare root deciduous planting shall be carried out from late October to late March; herbaceous plants (including aquatic and marginal) September/October or March/April. Container grown plants at any time of year if ground and weather conditions are favourable. Bare root deciduous planting to be carried out only during suitable ground and weather conditions. Planting shall not be carried out in waterlogged or frozen ground.
- 5.11 Notices will be provided at strategic locations, such as beside footpath entrances and the play area to encourage self-removal of general litter and dig waste. A general litter pick should be undertaken as appropriate to avoid harm to wildlife or encouragement of pests.

6.0 CREATION SCHEME

Habitat Creation, Management Objectives and Prescriptions

Management Targets

- 6.1 Target times to deliver management objectives have been provided within the tables, where these don't match the below (final condition targets required to achieve biodiversity units in accordance with the calculations tables – Appendix A) they are provided as desirable but not essential targets to enable identification of likely failing stands and trigger any early intervention necessary.

Essential Timing Targets (years) – to meet required condition

- Woodland (moderate condition) - 33
- Scrub (good condition) – 7
- Other neutral grassland (good condition) – 15
- Attenuation (pond- moderate condition) – 3
- Native hedgerow (good condition) – 10
- Other neutral grassland (poor condition) - 1
- Amenity grassland (poor condition) – 1

- 6.2 Habitats in Table 1 below will be created in accordance the submitted offsetting calculations and as detailed in the following section.

Table 1: Habitat Creation

Habitat Type	Distinctiveness	Condition	Extent (hectares/km)
Broadleaved woodland	Medium	Moderate	0.71
Mixed scrub (native)	Medium	Good	0.18 ha.
Neutral grassland	Medium	Good	2.26 ha.
Neutral grassland	Medium	Poor	2.95 ha
Native species-rich hedgerow	Medium	Moderate	0.23 km
Attenuation (standing water)	High	Moderate	0.1 ha.
Amenity grassland	Low	Poor	0.27 ha.

Broadleaved Woodland

Creation

- 6.3 Inclusion of a range of broadleaved tree and shrub species providing fruit/flower/seed resources will be utilised for woodland creation. These will provide foraging opportunities for a wide range of vertebrate and invertebrate wildlife. Notwithstanding the structural screening requirements the inclusion of species of varied size and form will provide visual interest and structural wildlife value throughout the year.

Table 2: Proposed Woodland Mix Planting

Common Name	Scientific Name	%
Understorey		
Wych Elm	<i>Ulmus glabra</i>	10
Common Alder	<i>Alnus glutinosa</i>	5
Downy Birch	<i>Betula pubescens</i>	5
Hazel	<i>Corylus avellana</i>	20
Hawthorn	<i>Crataegus monogyna</i>	30
Holly	<i>Ilex aquifolium</i>	5
Crab apple	<i>Malus sylvestris</i>	5
Blackthorn	<i>Prunus spinosa</i>	5
Pedunculate oak	<i>Quercus robur</i>	5
Canopy (feathered trees)		
Field Maple	<i>Acer campestre</i>	1
Common Alder	<i>Alnus glutinosa</i>	1
Downy Birch	<i>Betula pubescens</i>	1
Wild Cherry	<i>Prunus avium</i>	1

Common Name	Scientific Name	%
Pedunculate oak	<i>Quercus robur</i>	1

Management

- 6.4 Detailed management interventions and targets are provided in Table 3 below with the aim of meeting at least 10 of the 12 criteria by year 33 with only minor variation. A target time to achievement is provided for each criterion to enable identification of likely failing stands and trigger early intervention.
- 6.5 The following management techniques will be provided to promote structural variation and allow light to reach the developing ground flora and scrub layer.
- 6.6 Monitoring and infill planting into gaps to replace any dead or diseased specimens during establishment (years 1 to 5)
- 6.7 Trimming following establishment period (from year 5) including maintenance of a sinuous edge with a graded margin down to field/shrub layer (tapering edge from canopy height to 20cm).
- 6.8 Selective thinning of some dense stands to allow light to reach the ground and promote regeneration of seedlings and saplings (from year 5) – 1/3 to 1/2 of each compartment on rotation every 3-5 years.
- 6.9 Retention of all deadwood/trimmings (where not diseased) in situ including in brash piles and windrows as well as standing deadwood where safe to do so.

Table 3: Woodland Management Targets

Condition Assessment Criteria/Objective	Management Intervention	Target Time
1. Area of complete canopy cover	• Early promotion of canopy species including weed management and understorey scrub management. • Replacements of like-for-like in event of failure or promotion of neighbouring established specimens as deemed necessary.	By year 15
2. Native species dominant (non-native species <10% vegetation cover)	• Periodic monitoring and control/removal of non-native species as necessary	By year 5
3. A diverse age and height structure of trees	Periodic trimming/management of understorey scrub in planting groups including: • Regular cutting to create dense stands with graded margin (at woodland/glade edge); and • Infrequent management of selective stands to promote more open stands (including thinning of stands and light trimming to aid succession of canopy species).	By year 32+
4. Free from damage from stock or wild mammals [bark stripping; browse line; damage to shoot tips] with <20% of vegetation browsed (in last 5 years).	• Plantings protected with rabbit guards as necessary. • Monitoring and installation of deer fencing or other protection as deemed necessary.	By year 5
5. Evidence of successful tree regeneration (i.e. not browsed before well established) such as seedlings, saplings and young trees.	• Periodic monitoring and control of browsing pressure as indicated above.	By year 32+
6. Standing and fallen dead wood of over 20 cm diameter are present including fallen large dead branches/stems and stumps.	In every management year: • Retention of trimmings following management (where not diseased) in brush piles and windrows. • Retention of standing deadwood including branches and whole trees (where not diseased).	By year 32+
7. Wetland habitat if they exist within the wood has little sign of drainage or channel straightening.	N/A	N/A

Condition Assessment Criteria/Objective	Management Intervention	Target Time
8. The area is protected from damage by agricultural and other adjacent operations.	Through fencing or agreement with neighbouring tenant/land manager where adjacent land uses such as arable or pony grazing present.	By year 1
9. There should be no evidence of inappropriate management (e.g. deep ruts, animal poaching or compaction).	Monitoring in successive years following planting	By year 1
10. Invasive non-native plants* are below 5%	Periodic monitoring and control/removal of non-native species as necessary	By year 5
11. No signs of significant nutrient enrichment present.	- No nutrient enriched substrate/topsoil or fertilizers to be used during creation/establishment or at other times. - Periodic monitoring and prevention of inappropriate management.	From year 1
12. More than 3 different native trees and 3 shrub species in an average 10 m radius.	To be provided through varied planting matrix from outset.	By year 1

* American skunk cabbage *Lysichiton americanus*, Himalayan balsam *Impatiens glandulifera*, Japanese knotweed *Reynoutria japonica*, Cherry Laurel *Prunus laurocerasus*, Shalton *Gaultheria shallon*, Snowberry *Symphoricarpos albus*, Variegated yellow archangel *Lamiastrum galeobdolon subsp. Argentatum*, Rhododendron *Rhododendron ponticum*

Scrub

Creation

- Planting between November and March during the plants dormant period and protected from rabbits with spiral guards as conditions on site require.
- Plant in groups with each group supporting a mix of species with two to three or more of the same species planted together.
- Planting in irregular groups creating sinuous edge habitat (where appropriate in the context of the overall scheme) to maximise variation in microclimate, for the benefit of invertebrates.

Table 4: Proposed Thicket Planting Mix (including feathered trees)

Common Name	Scientific Name	% cover*
Wych Elm	<i>Ulmus glabra</i>	10
Field Maple	<i>Acer campestre</i>	5
Dogwood	<i>Cornus sanguinea</i>	5
Hazel	<i>Corylus avellana</i>	15
Hawthorn	<i>Crataegus monogyna</i>	20
Holly	<i>Ilex aquifolium</i>	5
Wild Privet	<i>Ligustrum vulgare</i>	5
Blackthorn	<i>Prunus spinosa</i>	10
Dog-rose	<i>Rosa canina</i>	5
Goat Willow	<i>Salix caprea</i>	5
Elder	<i>Sambucus nigra</i>	5
Guelder Rose	<i>Viburnum opulus</i>	10
Feathered Trees		
Field Maple	<i>Acer campestre</i>	-
Common Alder	<i>Alnus glutinosa</i>	-
Silver Birch	<i>Betula pendula</i>	-
Downy Birch	<i>Betula pubescens</i>	-
Aspen	<i>Populus tremula</i>	-
Wild Cherry	<i>Prunus avium</i>	-
Pedunculate Oak	<i>Quercus robur</i>	-

***% as indicated by planting schedule provided for thicket mix only.**

Management

- 6.10 The following management techniques will be provided to promote structural variation and allow light to reach the developing ground flora and scrub canopy.

- Monitoring and infill planting into gaps to replace any dead or diseased specimens during establishment (years 1 to 5)
- Trimming following establishment period (by year 5 or 6) including maintenance of a sinuous edge with a graded margin down to field layer.
- Selective thinning of some stands and creation of open areas within/between stands to allow light to reach ground flora and promote regeneration of young shrubs.
- Retention of all deadwood/trimmings (where not diseased) in situ including in brash piles and windrows as well as standing deadwood where safe to do so.
- Selective clearing of scrub edge (roughly 1/3 to 1/5 every 2-3 years) down to ground to reduce dominance of species such as blackthorn and hawthorn and promote regeneration of young shrubs/herb edge.
- Annual mowing of herb/grass margin at scrub edge (mid-July to late August to allow seed dispersal) to maintain herb margin free of scrub growth.

Condition Assessment Rationale

- 6.11 Detailed management interventions and targets are provided in Table 5 below with the aim of meeting all 5 criteria with only minor variation for 'Good' condition scrub.

Table 5: Scrub Management Targets – Good Condition

Condition Assessment Criteria/Objective	Management Intervention	Target Time
1. At least three woody species, with no one species comprising more than 75% cover	• To be provided through varied planting matrix from outset. • Maintained through regular management	From year 1
2. A good age range – a mixture of seedling, saplings, young shrubs and mature shrubs	Periodic trimming/management of scrub in planting groups including: • Periodic clearance down to ground level in some areas at scrub edge to promote seedling and sapling growth; • Periodic cutting to create some dense stands with graded margin (at scrub/glade edge); and • Management of selective areas to promote more open stands (including thinning of stands and light trimming to aid regeneration).	By year 7
3. Pernicious weeds and invasive species make up <5% of ground cover	• Periodic monitoring and control/removal of non-native species as necessary.	By year 5
4. Well developed edge with ungrazed tall herbs	• Periodic cutting of scrub edges to create and maintain a graded margin. • Annual mowing of grassland/herb ground flora to maintain adjacent areas free of scrub growth.	By year 5
5. Many clearings and glades within the scrub	• Managed as above for criterion 2 and 4.	By year 5

Other Neutral Grassland

Creation

- 6.12 To avoid issues relating to high soil nutrient levels such as excessive pernicious weed growth which, can be difficult to solve upon establishment care should be taken in ground preparation and works should utilise subsoil to form the finished upper soil layer. Soil sampling across the intended site is recommended as deemed appropriate to establish the soil phosphate levels. An extractable phosphorous level of between 0 and 15 mg/l would be considered ideal. This is based on Warwickshire County Council guidance (May, 2018).
- 6.13 In the event that nutrient levels are elevated, employment of topsoil stripping or inversion may be used to reduce soil nutrients available to establishing grassland. Ground preparation should include harrowing to a fine tilth and rolling to create a firm seed bed.
- 6.14 Emorsgate EM3 Special General Purpose Meadow Mix will be sown in spring or autumn when soil moisture levels are higher, at a rate of 40kg/ha, 4g/m².

Management

- Regular mowing in the first year to a height of 40-60mm is recommended to control annual weeds and balance growth of grasses and wildflowers (removing arisings).
- Dig out or spot treat pernicious weeds as necessary.
- Following establishment mow after flowering in July or August to around 50mm, removing arisings after they have dried (around 48 hours) to reduce soil nutrients.
- Mow re-growth in late autumn/winter and again in spring if needed (to around 50mm) to remove excess growth and take away arisings.
- Suspend cutting each year from mid-spring until after flowering in late summer and once established cutting can be reduced to a maximum of 2 cuts per year.

Condition Assessment Rationale – Good Condition

- 6.15 A condition score of 'Good' is targeted for grassland around the attenuation basins targeting all grassland criteria included in the table below.

Table 6: Grassland Management Targets – Good Condition

Condition Assessment Criteria/Objective	Management Intervention	Target Time
1. The area is clearly and easily recognisable as a good example of this type of habitat and there is little difference between what is described in the relevant habitat classifications and what is visible on site.	• Mowing in late summer (following seeding of wildflowers) with all arisings removed from grasslands after 48 hours (to allow for seed dispersal) to reduce soil nutrients.	By year 15

Condition Assessment Criteria/Objective	Management Intervention	Target Time
2. The appearance and composition of the vegetation on site should very closely match the characteristics for the specific Priority Habitat [i.e as described by either the Phase 1 Habitat Classification or the UK Habitat Classification], with species typical of the habitat representing a significant majority of the vegetation.	- Management as above for criterion 1. - Where wildflower cover is low in successive years use of conservation harrowing to create bare areas necessary to promote wildflower germination should be considered including addition of wildflower seed following harrowing. - Autumn sowing of yellow rattle following mowing/harrowing should be considered to reduce dominance of grasses.	By year 15
3. Total cover of wildflowers and sedges >30% excluding white clover, creeping buttercup and injurious weeds*.	- Management as above for criterion 1. - Habitat creation on nutrient-poor substrate will help reduce cover of rye-grass. - Introduction of yellow rattle as above (criterion 2) should be considered where excessive cover of rye-grass persists.	By year 15
4. Undesirable species* and physical damage <5% cover.	- Where large patches of injurious weeds persist cutting in early spring is recommended with arisings removed straight away. - Use of weed wipes to treat persist pernicious weeds (occurring in successive years over 5%). - Where excessive and persistent physical damage evident use of fencing and interpretation should be considered depending on cause and where deemed likely to be effective.	By year 10
5. Cover of bare ground >10% (including localised areas, for example, rabbit warrens).	- Where bare ground is below threshold in successive years conservation harrowing as described above is recommended. - Where use of harrow not considered appropriate scarification by hand (on smaller areas) should be considered.	By year 10
6. Cover of bracken <20% and scrub and bramble <5%.	Annual mowing to remove scrub.	By year 10

*creeping thistle *Cirsium arvense*, spear thistle *Cirsium vulgare*, curled dock *Rumex crispus*, broad-leaved dock *Rumex obtusifolius*, common ragwort *Senecio jacobaea*, common nettle *Urtica dioica*, creeping buttercup *Ranunculus repens*, white clover *Trifolium repens*, cow parsley *Anthriscus sylvestris*, marsh thistle *Cirsium palustre* and marsh ragwort *Senecio aquaticus*.

Native Hedgerow

Creation and Management

- New hedgerows will be planted with a mix of species so that a minimum of 5 species are present in each 30m section.
- Planting will be undertaken between October and the end of March avoiding hard frosts.

- Upon establishment (year 2-3) cut 50% of each length on a rotational basis between January and February (so that autumn fruits are available for wildlife) and again avoiding frost periods.
- Cut to no less 2m high.
- Retain a minimum 1.5m margin at base and cut every 3 years to promote dense cover.
- Laying hedge once new plantings have established between November and the end of February to maintain a dense structure.

Table 7: Hedgerow Mix

Common Name	Scientific Name	%
Dogwood	<i>Cornus sanguinea</i>	10
Hazel	<i>Corylus avellana</i>	10
Hawthorn	<i>Crataegus monogyna</i>	50
Holly	<i>Ilex aquifolium</i>	2.5
Wild Privet	<i>Ligustrum vulgare</i>	2.5
Blackthorn	<i>Prunus spinosa</i>	10
Dog-rose	<i>Rosa canina</i>	5
Wych Elm	<i>Ulmus glabra</i>	5
Guelder Rose	<i>Viburnum opulus</i>	5

Condition Assessment Rationale

- 6.16 A condition score of 'Good' is targeted which allows for the failure of no more than 2 criterion (A1-D2 from Table 8 below) in total and no more than one failure in any functional group e.g. failure of attributes A1&B1 = Good condition.

Table 8: Hedgerow Management Targets

Attributes and functional groupings (A-D)	Criteria (min. requirements for 'favourable condition')	Description	Target Time
A1. Height	>1.5 m average along length	- The average height of woody growth estimated from base of stem to the top of shoots, excluding any bank beneath the hedgerow, any gaps or isolated trees. - Newly laid or coppiced hedgerows are indicative of good management and pass this criterion for up to a maximum of four years (if undertaken according to good practice) - A newly planted hedgerow does not pass this criterion (unless it is > 1.5m height)	By year 5
A2. Width	>1.5 m average along length	- The average width of woody growth estimated at the widest point of the canopy, excluding gaps and isolated trees. - Outgrowths (e.g. blackthorn suckers) are only included in the width estimate when they >0.5 m in height. - Laid, coppiced, cut and newly planted hedgerows are indicative of good management and pass this criterion for up to a maximum of four years (if undertaken according to good practice).	By year 5
B1. Gap - hedge base	Gap between ground and base of canopy <0.5m for >90% of length (unless 'line of trees')	This is the vertical gappiness of the woody component of the hedgerow, and its distance from the ground to the lowest leafy growth. Certain exceptions to this criterion area acceptable (see page 65 of the Hedgerow Survey Handbook).	By year 5
B2. Gap – hedge canopy continuity	- Gaps make up <10% of total length; and - No canopy gaps >5m	- This is the horizontal gappiness of the woody component of the hedgerow. Gaps are complete breaks in the woody canopy (no matter how small). - Access points and gates contribute to the overall gappiness, but are not subject to the >5 m criterion (as this is the typical size of a gate).	By year 5

Attributes and functional groupings (A-D)	Criteria (min. requirements for 'favourable condition')	Description	Target Time
C1. Undisturbed ground and perennial vegetation	>1 m width of undisturbed ground with perennial herbaceous vegetation for >90% of length measured from outer edge of hedgerow, and is present on one side of the hedge (at least).		By year 3
C2. Undesirable perennial vegetation	Plant species indicative of nutrient enrichment of soils dominate <20% cover of the area of undisturbed ground	The indicator species used are nettles (<i>Urtica spp.</i>), cleavers (<i>Galium aparine</i>) and docks (<i>Rumex spp.</i>). Their presence, either singly or together, should not exceed the 20% cover threshold.	By year 5
D1. Invasive and neophyte species	>90% of the hedgerow and undisturbed ground is free of invasive non-native and neophyte species	- Neophytes are plants that have naturalised in the UK since AD 1500. - For information on neophytes see the JNCC website and for information on invasive non-native species see the GB Non-Native Secretariat website.	By year 5
D2. Current damage	>90% of the hedgerow or undisturbed ground is free of damage caused by human activities	- This criterion addresses damaging activities that may have led to or lead to deterioration in other attributes. - This could include evidence of pollution, piles of manure or rubble, or inappropriate management practices (e.g. excessive hedge cutting).	By year 5

Attenuation

Other Neutral Grassland Creation (basins) & Amenity Grassland (slopes)

- 6.17 Emorsgate EM8 Meadow Mixture for Wetlands will be sown in the basins in spring or autumn when soil moisture levels are higher, at a rate of 40kg/ha, 4g/m². Seeding of DLF Promaster or similar amenity grass mix will be sown on a prepared bed in accordance with suppliers instructions.

Management

- Regular mowing in the first year to a height of 40-60mm and throughout successive years spring through autumn to meet adoptable standards.
- Remove arisings where excessive.
- Dig out or spot treat pernicious weeds as necessary.
- Cutting between 1st and 20th March and scarification to create 5-10% bare areas is recommended to provide suitability for lapwing. Following this and to ensure nests are left undisturbed cutting would need to be suspended until mid to late May. The larger area of Basin

1 would be most suitable however if pausing of mowing is not feasible here such management should be restricted to Basin 2 only.

Condition Assessment Rationale – Poor Condition

- 6.18 A condition score of 'Poor' is targeted for the grassland in the attenuation basins due to regular cutting needed unavoidable to comply with Yorkshire Water adoptable standards. While some management interventions have been included to help maximise diversity within the constrained management regime criteria 2, 3 and 5 (threshold levels for wildflowers, rye-grass/clover and undesirable species) have been lowered and criterion 5 (bare ground threshold) removed.
- 6.19 Target condition for the more limited amenity grassland areas will be as criteria 1-4 and 6 below with the sward dominated by rye-grass and smooth-stalked meadow-grass (excluding criterion 1).

Table 9: Grassland Management Targets – Poor Condition

Condition Assessment Criteria/Objective	Management Intervention	Target Time
1. Semi-improved sward supporting typical grasses including: cocksfoot, common bent, creeping bent, false oat-grass, red fescue, meadow foxtail, crested dogs-tail, Timothy, tufted hair-grass, sweet vernal grass and Yorkshire fog.	Regular mowing throughout spring and summer and into autumn is unavoidable to comply with Yorkshire Water adoptable standards. Arisings, where excessive.	By year 1
2. Cover of wildflowers and sedges well below 30% threshold for 'Good' condition due to regular mowing.	Management as above for criterion 1.	By year 1
3. Rye-grass and white clover cover may be well above 25%	- Management as above for criterion 1. - Habitat creation on nutrient-poor substrate will help reduce cover of rye-grass.	By year 1
4. Cover of undesirable species* and physical damage may be >15% cover.	Where large patches of injurious weeds persist cutting in early spring is recommended with arisings removed straight away.	By year 1
6. Cover of bracken <20% and scrub and bramble <5%.	Mowing to remove scrub and comply with adoptable drainage standards.	By year 1

*creeping thistle *Cirsium arvense*, spear thistle *Cirsium vulgare*, curled dock *Rumex crispus*, broad-leaved dock *Rumex obtusifolius*, common ragwort *Senecio jacobaea*, common nettle *Urtica dioica*, creeping buttercup *Ranunculus repens*, white clover *Trifolium repens*, cow parsley *Anthriscus sylvestris*, marsh thistle *Cirsium palustre* and marsh ragwort *Senecio aquaticus*.

Pond Creation and Management

- 6.20 As shown on Figure 1 attenuation will be created with the following features engineered in:
- Sinuuous margins and sloping sides (graded profile between 45° and 20°) to maximise niches for wildlife and opportunities for emergent plants.
 - A minimum depth of 1.5m in some areas, sufficient to provide permanent water.
- 6.21 The open water margins will be seeded with Emorsgate EP1 Pond Edge Mix and ground preparation, seeding and management will follow the above methods for neutral grassland.

6.22 This bankside habitat creation will be supplemented with introduction of the following native submerged and floating aquatic plants:

- Common water starwort - *Callitriche stagnalis*
- Spiked water milfoil - *Myriophyllum spicatum*
- Broad-leaved pondweed - *Potamogeton natans*

6.23 Management will include:

- Cutting 1/3 to 1/2 of bankside vegetation on rotation every 2-3 years to control cover
- Mechanical removal of emergent vegetation on rotation to maintain 1/3 to 1/2 open water.
- Management before 20th March each spring to reduce tussock cover (30-40cm high) to <30% and further cutting suspended until September – to maximise suitability for breeding/foraging lapwing.

Condition Assessment Rationale

6.24 While creation methods and management aims to maximise biodiversity value given the artificial nature and drainage function of the feature it is acknowledged there is a limit to the attainable biodiversity value. Two of the main assessment criteria relating to presence of semi-natural riparian vegetation for 10m from pond edge and absence of artificial connections to other waterbodies have therefore been removed from the below table.

6.25 'Moderate' condition is targeted which allows some failure of the main assessment criteria and Table 10 below has therefore been supplemented with additional management intervention to meet the following targets:

- Non-native species comprise no more than 10% of vegetation
- Submerged and floating plants limited but still present

Additional Amphibian Enhancement

6.26 Up to three hibernacula will be provided in the vicinity of the above pond sited in partial shade in accordance with the following specifications:

- Dimensions 2m long x 1m high x 1m wide.
- Sited within free-draining soils avoiding waterlogging or drying and benefitting from shelter.
- Comprising a pit (at least 20cm deep) and infilled with a mix of topsoil, inert rubble and logs and topped with soil but debris left exposed at the sides (for amphibian access).

Table 10: Pond Management Targets – Moderate Condition

Condition Assessment Criteria/Objective	Management Intervention	Target Time
1. Good water quality, with clear water (substrate can be seen) and no obvious sign of pollution in the water body.	- Periodic cut and removal of emergent vegetation (in accordance with above management). - Management/planting to promote emergent vegetation around inflow headwall (to help filter pollution/suspended material) including supplementary planting if deemed necessary - Monitor habitat quality and take remedial steps to prevent or treat pollution/eutrophication such as use of barriers/filters in event of upstream pollution event or removal of severe algal bloom/duckweed.	By year 3 Annual
2. Non-woodland ponds should be dominated by plants, be they submerged or floating (note dominance of duckweed is a sign of eutrophication).	- Management to promote broad margin of emergent vegetation around permanent water/drawdown zone. - Supplementary planting including of submerged/floating species.	By year 3
3. Non-woodland ponds [i.e. that have always been open] should not be shaded more than 50%	Periodic trimming of bankside vegetation at least once every three years as necessary.	By year 3
4. Many ponds will be fishless, those which naturally contain fish should not be stocked and should contain a native fish assemblage.	- No to be stocked with fish. - Periodic monitoring and removal of non-native fish introductions/other non-native animals[±] where evident.	Annual
5. There are some artificial connections to other water bodies, but they are not delivering water of poor water quality or preventing water level fluctuations.	Creation to provide an area of permanent water with some water fluctuation.	By year 1
6. Non-native species* should be absent (or make up no more than 10% of vegetation – to achieve 'Moderate' condition).	- Monitoring and control of non-native plants as necessary through normal management (to maintain threshold limits). - Avoidance of herbicides and manually/mechanically remove persistent non-natives if necessary.	By year 3
7. Less than 10% of the pond should be covered with duckweed or filamentous algae.	Monitor/treat/removal as necessary (as detailed for criterion 1).	By year 3

*Frequently occurring non-native animals include signal crayfish, zebra mussels, killer and demon shrimp and carp.

*Any non-native species. Frequently observed non-native plant species include water fern, Australian swamp stonecrop parrot's feather, floating pennywort, Japanese knotweed and giant hogweed (on the banks).

MONITORING

- 6.27 In order to ensure that the habitats created within the site reach and maintain their maximum value to nature conservation, all habitats will be monitored annually by the appointed landscape contractor. Regular monitoring by a suitably experienced ecologist will also be undertaken during the habitat establishment stage to ensure that creations measures are suitable to achieve the objectives.
- 6.28 Results of this monitoring will be used to inform changes to the management plan (including five-year work programme) which this BEMP will inform. The detailed management prescriptions set out in the management plan will be altered if required following monitoring and in agreement with the landscape contractor, Barnsley Metropolitan Borough Council and any other stakeholders. This BEMP and work programme will be reviewed on a five-year rolling basis, with the work programme fully reviewed at the end of the initial five year period by those involved in site management.
- 6.29 A detailed work programme will be set annually by the landscape contractor or other parties managing the site.
- 6.30 While general monitoring will be undertaken annually to inform the forthcoming year's work programme a more detailed habitat assessment of the semi-natural habitats should also be undertaken between April and September at years 2 and 5 of the work programme by an experienced ecologist. Results should be reported back and feed into a five-year management plan review, to enable assessment of the management prescriptions against the defined objectives for each habitat. Where objectives are not being adequately met, appropriate action will be put in place (such as detailed in the Management Target tables for each habitat) to amend management prescriptions, with any refinements incorporated into the updated management plan and annual work programme. At this time the need for, and frequency of, detailed habitat assessments should be set accordingly for each habitat as necessary and incorporated within subsequent management plan periods.

Five Year Work Programme

Table 11: Five Year Work Programme

Habitat/ Feature	Regular Operations/Works (Years 1-5)	Anticipated Frequency of Visits/Operations (see note below)												Frequency, notes
		J	F	M	A	M	J	J	A	S	O	N	D	
Scrub	Planting													Year one only
	Maintenance													Annually to year 5
	Selective thinning & trimming a sinuous edge													From year 2 – to promote regeneration of seedlings and saplings
	Control of pernicious weeds/undesirable ground cover													Annually as needed to Year 5 then thereafter as determined by monitoring
Other Neutral Grassland EM8 mix)	Seeding													Year 1 only in spring and/or autumn
	Cutting/weed control													Year 1 as required for weed control (including in spring), otherwise annually from year 2 Grassland in Basin 2 (and Basin 1 where consistent with water authority adoption) to be cut and up to 10% bare soil created before 20 th March each year.
Hedgerow (native)	Planting													Year 1 only
	Maintenance													To year 5
	Cutting													From year 3/ as necessary subject to monitoring
Wet Grassland & Amenity (EM8	Seeding													Year 1 only in spring and/or autumn
	Cutting/weed control													Year 1 regular mown spring through to autumn to meet adoptable standards

Habitat/ Feature	Regular Operations/Works (Years 1-5)	Anticipated Frequency of Visits/Operations (see note below)												Frequency, notes
		J	F	M	A	M	J	J	A	S	O	N	D	
& DLF Trifolium Promaster mixes)														
	Pond													
	Creation & planting													
	Maintenance/replacement													
	Management – cutting and mechanical removal													
														To year 5
														Cutting on rotation 1/3 to 1/2 every 2-3 years – removing arisings. Mechanical removal as needed to maintain 1/3 to 1/2 open water

EXECUTED as a DEED (but not)

Delivered until dated) by affixing)

The Common Seal of)

BARNSELY METROPOLITAN)

BOROUGH COUNCIL)



No. 2424
IN REGISTER

Borough Secretary/Authorized Signatory

Executed as a deed by WENTWORTH TRUSTEE COMPANY LIMITED acting by WILLIAM JAMES RUFUS GETHING, a director in the presence of a witness:. Witness signature: Witness name: Witness address:	_____ Name:
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Executed as a deed by RIPPLE TRUSTEE COMPANY LIMITED acting by WILLIAM JAMES RUFUS GETHING, a director in the presence of a witness: Witness signature: Witness name: Witness address:	_____ Name:
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EXECUTED as a **DEED** by **THE WENTWORTH CHARITY** acting by The Official Custodian for Charities and by two of its trustees:

.....
Trustee Signature

Trustee Name: ...DAVID HUNTON

Witness
Signature:

Witness
Name:

Witness
Address:

.....

Witness
Occupation:.....

.....
Trustee Signature

Trustee Name: ...CYNTHIA SHAW

Witness
Signature:

Witness
Name:

Witness
Address:

.....

Witness
Occupation:.....

Executed as a deed by **EQUITES UK SPV 10 LIMITED**

acting by a director in the presence of a witness:..

Witness signature:

Witness name:

Witness address:

Name:

Executed as a deed by **EQUITES NEWLANDS (HOYLAND PLOT 2) LIMITED**

acting by a director in the presence of a witness:..

Witness signature:

Witness name:

Witness address:

Name:

Executed as a deed by **EQUITES NEWLANDS (HOYLAND) LTD**

acting by a director in the presence of a witness:..

Witness signature:

Witness name:

Witness address:

Name: