

DATED: 2022

STAFFORD BOROUGH COUNCIL (1)

And

CANNOCK CHASE DISTRICT COUNCIL (2)

And

EAST STAFFORDSHIRE BOROUGH COUNCIL (3)

And

LICHFIELD DISTRICT COUNCIL (4)

And

SOUTH STAFFORDSHIRE DISTRICT COUNCIL (5)

And

WOLVERHAMPTON CITY COUNCIL (6)

And

WALSALL BOROUGH COUNCIL (7)

.....

AGREEMENT IN RELATION TO

DEVELOPER FINANCIAL CONTRIBUTIONS AND

THE CANNOCK CHASE SPECIAL AREA OF CONSERVATION (SAC)

DETAILED IMPLEMENTATION PLANS (DIPs)

.....

**THIS AGREEMENT** is made as a Deed on the                      day of                      2022

BETWEEN:

- (1) **STAFFORD BOROUGH COUNCIL** of Civic Centre, Riverside, Stafford, Staffordshire ST16 3AQ ("**SBC**")
- (2) **CANNOCK CHASE DISTRICT COUNCIL** of Civic Centre, Beecroft Road, Cannock, Staffordshire WS11 1BG ("**CCDC**")
- (3) **EAST STAFFORDSHIRE BOROUGH COUNCIL** of The Town Hall, King Edward Place, Burton upon Trent, Staffordshire DE14 2EB ("**ESBC**")
- (4) **LICHFIELD DISTRICT COUNCIL** of District Council House, Frog Lane, Lichfield, Staffordshire WS13 6YY ("**LDC**"), and
- (5) **SOUTH STAFFORDSHIRE DISTRICT COUNCIL** of Council Offices, Wolverhampton Road Codsall, Staffordshire WV8 1PX ("**SSDC**")
- (6) **WOLVERHAMPTON CITY COUNCIL** of Civic Centre, St. Peters Square, Wolverhampton, WV1 1SH ("**WCC**")
- (7) **WALSALL BOROUGH COUNCIL** of Civic Centre, Walsall, WS1 1TP (**WBC**)

Each a "party" and together the "parties".

**BACKGROUND:**

- (A) On or around 18 January 2017 the parties entered into the Partnership Memorandum of Understanding, or agreed to take effect by the Joint Strategic Board to deliver the Detailed Implementation Plans (DIPs) and implement the Guidance to Mitigate the Impact of new Residential Development document within a 15 kilometre radius of the Cannock Chase Special Area of Conservation.
- (B) The parties are members of the Cannock Chase Special Area of Conservation Joint Strategic Board, established for the protection of the Cannock Chase Special Area of Conservation. The parties are also the local planning authorities for their areas.
- (C) The Joint Strategic Board has agreed the DIPs for the Cannock Chase Special Area of Conservation. The DIPs are evolving documents and will be agreed on an ongoing basis by the Board.

- (D) The parties have agreed to secure the collection of financial contributions from developers in their area by way of agreements or unilateral undertakings under section 106 of the Town and Country Planning Act 1990 or via the Community Infrastructure Levy Regulations 2010 (as amended) to assist in the delivery of the DIPs . This approach is set out in the 'Guidance to Mitigate the Impact of new Residential Development' document, as prepared by each party.
- (E) SBC has agreed to be the Financially Accountable Body for the Contributions and for the delivery of the Guidance to Mitigate the Impact of new Residential Development in accordance with the terms of this Agreement.

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

The following definitions shall apply throughout this Agreement:

<b>Agreed Dates</b>	means the dates upon which the Contribution is payable, being the 1 <sup>st</sup> October and 1 <sup>st</sup> April in each year during the Term.
<b>Authorised Representatives</b>	means the people appointed from time to time as representatives for the parties;
<b>Board</b>	means the Cannock Chase Special Area of Conservation Joint Strategic Board;
<b>Business Day</b>	means any day that is not a Saturday, Sunday or bank holiday or public holiday in England;
<b>Cannock Chase SAC</b>	means the Cannock Chase Special Area of Conservation designated in 2005 under the provisions of European Habitats Directive and located within the Cannock Chase Area of Outstanding Natural Beauty and shown on the plan attached in Schedule 1;
<b>Cannock Chase Special Area of Conservation Partnership</b>	means the Partner Authorities who collect the Contributions to ensure compliance with the Habitat Regulations in relation to the DIPs Assessment in order to mitigate for residential development through the Partner Authorities' local plans;
<b>Confidential Information</b>	means any information received from a disclosing party for the purposes of this Agreement or otherwise relating in any way to the business, operations and activities of the disclosing party that if disclosed in tangible form is marked confidential or if disclosed otherwise is confirmed in writing as being confidential or, whether disclosed in tangible form

or otherwise, is manifestly confidential (including this Agreement and the relationship between the parties);

**Contributing Partners**

means the parties responsible for paying the Contributions to SBC in accordance with the terms of this Agreement, namely CCDC, ESBC, LDC, SSDC, WCC and WBC;

**Contributions**

means the financial contributions paid by developers to the respective parties in respect of residential development within the Zone of Payment and secured by the parties under section 106 of the Town and Country Planning Act 1990 or via the Community Infrastructure Levy Regulations 2010 in accordance with the Partnership Memorandum of Understanding and to facilitate the delivery of the DIPs.

**Data Protection Legislation**

all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended;

**Detailed Implementation Plans (DIPs)**

a plan of actions to mitigate for the likely increase in the number of visits to the Cannock Chase SAC resulting from new residential development within 15km of the Cannock Chase SAC.

**EIRs**

means the Environmental Information Regulations 2004;

**Financial Year**

a year as reckoned for taxing or accounting purposes, from 6 April of each year;

**Financially Accountable Body**

means SBC, the body who has been appointed for the purpose of ensuring the collection and expending of the Contributions and for the delivery of the GMIRD on behalf of the Partners in accordance with the terms of this Agreement;

**FOIA**

means the Freedom of Information Act 2000;

**Force Majeure**

means any circumstance not within a party's reasonable control including, without limitation: a prohibitive act of parliament or, prohibitive governmental regulations; acts of God; epidemic or pandemic; war and other hostilities / national emergency (whether war is declared or not), invasion, act of foreign enemies or terrorism; national strikes; exceptional weather conditions; pressure waves caused by aircraft or aerial devices travelling at sonic or supersonic speeds, rebellion, revolution, civil commotion, riots or disorder; ionising radiation, or contamination by radioactivity from any nuclear fuel or nuclear waste, or combustion of

	nuclear fuel, radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; explosives on site and their removal; or other similar circumstances which are beyond the reasonable control of each of the parties, provided that Force Majeure shall not include any strike or labour dispute involving any parties' personnel or any failure to provide the Services by any of SBC's sub-contractors;
<b>GMIRD</b>	means the Guidance to Mitigate The Impact of Residential Development on the Cannock Chase SAC which forms part of the DIPs and prepared by each individual party to mitigate the impact of residential development within the Zone of Payment on the Cannock Chase SAC;
<b>Habitats Regulations</b>	means the Conservation of Habitats and Species Regulations 2017 (as amended);
<b>Intellectual Property Rights</b>	means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>Partner Authorities</b>	means the partner authorities who make up the Cannock Chase Special Area of Conservation Partnership and the parties to this Agreement; "Partners" shall be construed accordingly;
<b>Partnership Memorandum of Understanding</b>	Memorandum of Understanding of the Cannock Chase Special Area of Conservation Partnership signed by the Partner Authorities on or around 18 January 2017 in the form set out in Schedule 3;
<b>Personal Data</b>	as defined in the Data Protection Legislation;
<b>Services</b>	as defined in clause 4.1;
<b>Term</b>	means the term of this Agreement as set out in clause 2.1;

<b>UK GDPR</b>	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
<b>Zone of Payment</b>	means residential developments within a 0 - 15 km radius of the boundary of the Cannock Chase SAC as set out in Schedule 2.

## 1.2 Interpretation

### 1.2.1 In this Agreement:

- a) a reference to this Agreement includes its schedules, appendices and annexes;
- b) the table of contents, background section and any clause, schedule or other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement;
- c) a reference to a 'party' includes that party's successors and permitted assigns;
- d) a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- e) a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- f) a reference to a gender includes the other gender;
- g) reference to party means the parties named in this Agreement;
- h) words in the singular include the plural and vice versa;
- i) any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- j) a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form.

### 1.2.2 Any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to:

- (i) such legislation as amended and in force from time to time and to any legislation that (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such legislation; and
- (ii) any subordinate legislation made under the same before (but not after) the date of this Agreement.

## 2. TERM

- 2.1. This Agreement shall commence on the date of this Agreement and shall automatically expire after five (5) years unless extended in accordance with clause 2.2 or terminated earlier in accordance with clause 10 of this Agreement (the "**Term**")

- 2.2. This Agreement may be extended at any time by mutual written agreement between all the parties.

### **3. THE CONTRIBUTIONS**

- 3.1. During the Term, the Contributing Partners shall use reasonable endeavours to collect the Contributions and pay those Contributions to SBC on the Agreed Dates or, if not paid on the Agreed Dates, within fourteen (14) days of the Agreed Dates.
- 3.2. The Contributing Partners shall remit the Contributions to SBC by way of BACS payment or a telegraphic transfer for the attention of the Finance Department by quoting reference 'SAC LA payments'. SBC shall acknowledge receipt in writing of each Contribution received within fourteen (14) days.
- 3.3. In the event that any or all of the Contributing Partners fail to pay the Contributions to SBC in accordance with clause 3.1, SBC shall refer the relevant details to the Board.
- 3.4. SBC will keep accurate books of account and financial records in relation to the deposit and expenditure of the Contributions in accordance with sound and prudent financial management.
- 3.5. SBC shall ensure that all Contributions received from the Contributing Partners are deposited in a high interest-bearing bank account until such time that the Contributions have been expended in accordance with the provisions of the DIPs and the terms of the Partnership Memorandum of Understanding.
- 3.6. At the beginning of each Financial Year, SBC shall provide and submit to the Contributing Partners:
- (a) a written record of all Contributions received during the preceding Financial Year; and
  - (b) a written record of the expenditure of the Contributions during the preceding Financial Year.

### **4. ADDITIONAL OBLIGATIONS OF SBC**

- 4.1. SBC shall be responsible for and carry out the project management of the GMIRD (the "**Services**") on behalf of the Board, acting as its agent.
- 4.2. SBC shall not be obliged to deliver the Services personally and may contract in whole or in part to deliver the Services. SBC shall not be obliged to seek the approval or endorsement of the parties in procuring the Services. SBC shall follow its own corporate governance procedures in relation to the Services.
- 4.3. SBC and its contractors shall have reference in the provision of the Services to the most up to date version of the DIPs as approved by the Board from time to time.

- 4.4. SBC shall, for the duration of this Agreement, be responsible for the recruitment and employment of the SAC Project Officer and the SAC Engagement Officer (the “**SAC Officer Roles**”).

## **5. REVIEW & MANAGEMENT**

- 5.1. The DIPs will be reviewed and agreed by the Board from time to time.
- 5.2. The parties may meet to review the operation of this Agreement annually at the anniversary of this Agreement or at such other times as the parties may agree.

## **6. FREEDOM OF INFORMATION**

- 6.1 Each party will use reasonable endeavours to assist the other parties to comply with their obligations under the FOIA, the EIRs and any other applicable legislation governing access to information.
- 6.2 If a party receives a request for information under such legislation (“the Receiving Party”) and requires the other parties’ assistance in obtaining that information, the other parties will provide such assistance within such reasonable timeframe requested by the Receiving Party (and in any case no later than ten (10) Business Days after receiving the Receiving Party’s request) in order for the Receiving Party to comply with its statutory obligations.
- 6.3 If a request is made under such legislation for information which relates to either the Agreement or one of the other parties, the Receiving Party will immediately consult with the other party(ies) and take their views into consideration when making a decision as to whether or not the requested information should be disclosed, giving serious consideration to whether any statutory exemptions apply.
- 6.4 If the Receiving Party determines that information (including Confidential Information) must be disclosed, it will notify the other party(ies) of such decision as soon as reasonably practicable.

## **7. DATA PROTECTION**

- 7.1 No Personal Data is being transferred from one party to another. Should this change in the future, all parties shall agree data processing agreements from time to time that honour each party’s obligations under the Data Protection Legislation, such agreement not to be unreasonably withheld.

## **8. CONFIDENTIALITY**

- 8.1. Subject to clause 8.2, each party shall keep the other parties’ Confidential Information confidential and shall not:
- 8.1.1. use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this Agreement; or



- 8.1.2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 8.
- 8.2. The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential information:
- 8.2.1. which the other party confirms in writing is not required to be treated as Confidential Information;
  - 8.2.2. which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
  - 8.2.3. which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law, including the FOIA or the EIRs;
  - 8.2.4. which is in or enters the public domain other than through any disclosure prohibited by this Agreement;
  - 8.2.5. which a party can demonstrate was lawfully in its possession prior to receipt from another party; or
  - 8.2.6. which is disclosed by a party on a confidential basis to any central government or regulatory body.
- 8.3. A party may disclose another party's Confidential information to those of its Authorised Representatives who need to know such Confidential Information for the purposes of performing or advising on the party's obligations under this Agreement, provided that:
- 8.3.1. it informs such Authorised Representatives of the confidential nature of the Confidential Information before disclosure; and
  - 8.3.2. it procures that its Authorised Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Agreement,
  - 8.3.3. and at all times, it is liable for the failure of any Authorised Representatives to comply with the obligations set out in this clause 8.3.
- 8.4 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

## 9. **INTELLECTUAL PROPERTY**

- 9.1 The parties agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology and any other Intellectual Property Rights whatsoever owned by a party before the date of this Agreement or developed by any party during the Term, shall remain the property of that party.
- 9.2 Where a party has provided the another party (the “**Receiving Party**”) with any of its Intellectual Property Rights for use in connection with the Agreement (including without limitation its name and logo), the Receiving Party shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or

destroy such Intellectual Property Rights as requested by the party who provided the Intellectual Property Rights.

## **10. TERMINATION**

- 10.1 Any party may terminate this Agreement with immediate effect by serving notice in writing on the other parties where a party has breached a material obligation under this Agreement and the breach cannot, in the reasonable opinion of the terminating party, be remedied.
- 10.2 SBC may terminate this Agreement with immediate effect by serving notice in writing on the other parties where:-
- (a) any statute law, primary or secondary legislation should alter the status of the Cannock Chase SAC or alter or affect the validity of the DIPs; or
  - (b) If the Board determines that the GMIRD and / or the DIPs are no longer needed or are changed in such a way as to render the provisions of this Agreement superseded or unlawful.
- 10.3 Any Contributing Partner may terminate this Agreement with immediate effect by serving notice in writing to the other parties where:
- (a) a Force Majeure Event has disrupted the ability of SBC to perform its obligations under this Agreement for a period of at least 30 consecutive days; or
  - (b) it becomes unlawful for SBC to continue to act as the Financially Accountable Body (either in whole or in part).
- 10.4 Any party may terminate this Agreement at any time by giving the other parties no less than three (3) months' notice in writing.
- 10.5 Any delay by a party in exercising the right to terminate shall not constitute a waiver of such rights.
- 10.6 On termination or expiry of this Agreement, any Contributions held by SBC, but not spent on the Services, shall be retained by SBC exclusively for the purposes set out in the DIPs or for such other purposes reasonably related the protection or improvement of the Cannock Chase Special Area of Conservation as the Board may determine.

## **11 LIABILITY AND INDEMNITY**

- 11.1 Subject to clause 11.3 and for the duration of this Agreement, SBC shall indemnify the Contributing Partners for and against all direct damages, losses, costs, claims, charges, liabilities and expenses (including reasonably incurred legal expenses) arising from the arrangement agreed under this Agreement or its termination thereof, which arises as a result of any act or omission of SBC, its officers, employees or contractors.

- 11.2 Subject to clause 11.3 and for the duration of this Agreement, the Contributing Partners shall each separately indemnify SBC for and against all direct damages, losses, costs, claims, charges, liabilities and expenses (including reasonably incurred legal expenses) arising from the arrangement agreed under this Agreement which arise as a result of any act or omission of any of the Contributing Partners, their officers, employees or contractors.
- 11.3 Each party's liability under this Agreement shall be limited to the sum of the Contributions handled by SBC under this Agreement in the twelve (12) months preceding the date of the event giving rise to liability.
- 11.4 If pursuant to this Agreement SBC receives Contributions which have been incorrectly and / or unlawfully collected by a party, that party shall be entitled to request in writing that the unspent Contributions and any accrued interest be returned to them and SBC shall return such Contributions together with any accrued interest which have not been spent at the time of the request, within 30 days of receipt of such a request.
- 11.5 Each party warrants that the Contributions they pay to SBC can lawfully be spent on delivery of the GMIRD and agrees to indemnify SBC against any claims related to reimbursement of Contributions spent for this purpose.
- 11.6 For the duration of this Agreement, the Contributing Partners shall each separately indemnify SBC for and against all costs, losses, charges, liabilities, expenses and claims relating to the employment of the SAC Officer Roles, including recruitment and redundancy payments. The Contributing Partners shall not be responsible for any costs, losses, charges, liabilities, expenses or claims if and to the extent that it is caused by the negligence or wilful misconduct of SBC or by breach by SBC of its obligations under clause 4.4.

## **12 PUBLICITY**

- 12.1 Subject to clause 12.2 no announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, a party without the prior written consent of the other parties, such consent not to be unreasonably withheld or delayed (the parties shall consult on the form and content of any such announcement or other public disclosure, as well as the manner of its release).
- 12.2 If a party is required to make an announcement or other public disclosure concerning this Agreement or any of the matters contained in it by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction, it may do so. Such a party shall:
- a) notify the other parties as soon as is reasonably practicable upon becoming aware of such requirement to the extent it is permitted to do so by law, by the court or by the authority requiring the relevant announcement or public disclosure;
  - b) make the relevant announcement or public disclosure after consultation with the other parties so far as is reasonably practicable; and

- c) make the relevant announcement or public disclosure after taking into account all reasonable requirements of the other parties as to its form and content and the manner of its release, so far as is reasonably practicable.

### **13 FORCE MAJEURE**

- 13.1 A party shall not be liable to the other parties for failure to perform its obligations under this Agreement if that failure is caused by events beyond its reasonable control that constitute Force Majeure.
- 13.2 If a party is prevented or delayed in performing any of its obligations under this Agreement by Force Majeure, then:
  - a) it shall diligently take all reasonable steps and act in good faith at all times in order to avoid or minimise its failure caused by the Force Majeure;
  - b) promptly serve written notice on the other parties without delay, setting out the nature of the circumstances that constitute Force Majeure and stating on what date the Force Majeure took effect, how this will affect its performance of the Agreement and its actions (or proposed actions) to mitigate the effect of the Force Majeure on its performance of this Agreement.
- 13.3 If at any time during the Term SBC is prevented from performing its obligations under this Agreement due to Force Majeure for a period of at least 30 consecutive days then any Contributing Partner may terminate this Agreement with immediate effect in accordance with clause 10.3.
- 13.4 In the event of a Contributing Partner terminating this Agreement pursuant to clause 10.3, SBC shall not be liable to any of the Contributing Partners for any delay or non-performance of its obligations under this Agreement to the extent that such non-performance is due to a Force Majeure event.

### **14 DISPUTE RESOLUTION**

- 14.1 The parties shall make every reasonable effort (acting in good faith at all times) to resolve by agreement any dispute which arises between them concerning any issue relating to this Agreement.
- 14.2 If a mutually satisfactory resolution cannot be reached within ten (10) Business Days of a dispute being notified in writing by one party to the others, the parties shall comply with the following procedure:
  - a) The dispute shall be discussed at a meeting of the parties' Authorised Representatives, to be held within ten (10) Business Days of referral to them.

- b) If the dispute is not resolved within ten (10) Business Days after the above meeting, the dispute shall be referred to the chief executives of the parties (or their authorised representatives).
  - (c) If the parties' chief executives fail to resolve the dispute within ten (10) Business Days of its referral to them, any party may refer the dispute for mediation in accordance with the CEDR Model Mediation Procedure.
- 14.3 The parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of mediation shall be borne by the parties equally.

## **15. GENERAL**

### **15.1 Costs**

- 15.1.1 Each of the parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Agreement.

### **15.2 Assignment and Other Dealings**

- 15.2.1 SBC may assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the Contributing Partners' prior written consent.

### **15.3 Entire Agreement**

- 15.3.1 This Agreement together with any documents referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.3.2 Each party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

### **15.4 Variation**

- 15.4.1 No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their Authorised Representatives).

## **15.5 Waiver**

- 15.5.1 A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 15.5.2 A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## **15.6 Severance**

- 15.6.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

## **15.7 Notices**

- 15.7.1 Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by first-class post or recorded delivery to the address set out at the beginning of this Agreement and addressed to the Authorised Representative.
- 15.7.2 Any notice or communication shall be deemed to have been served:
- (i) if delivered by hand, at the time the notice is left at the proper address;
  - (ii) if sent by first-class post, at 9.00 am on the second Business Day after posting;  
and
  - (iii) if sent by recorded delivery, at the time the delivery was signed for.
- 15.7.3 If a notice is served after 4.00pm on a Business Day, or on a day that is not a Business Day, it is to be treated as having been served on the next Business Day.
- 15.7.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **15.8 Third Party Rights**

15.8.1 The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

## **15.9 Counterparts**

15.9.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original of this Agreement, but all the counterparts shall together constitute the one Agreement.

## **15.10 Governing Law**

15.10.1 The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England and Wales.

## **15.11 Jurisdiction**

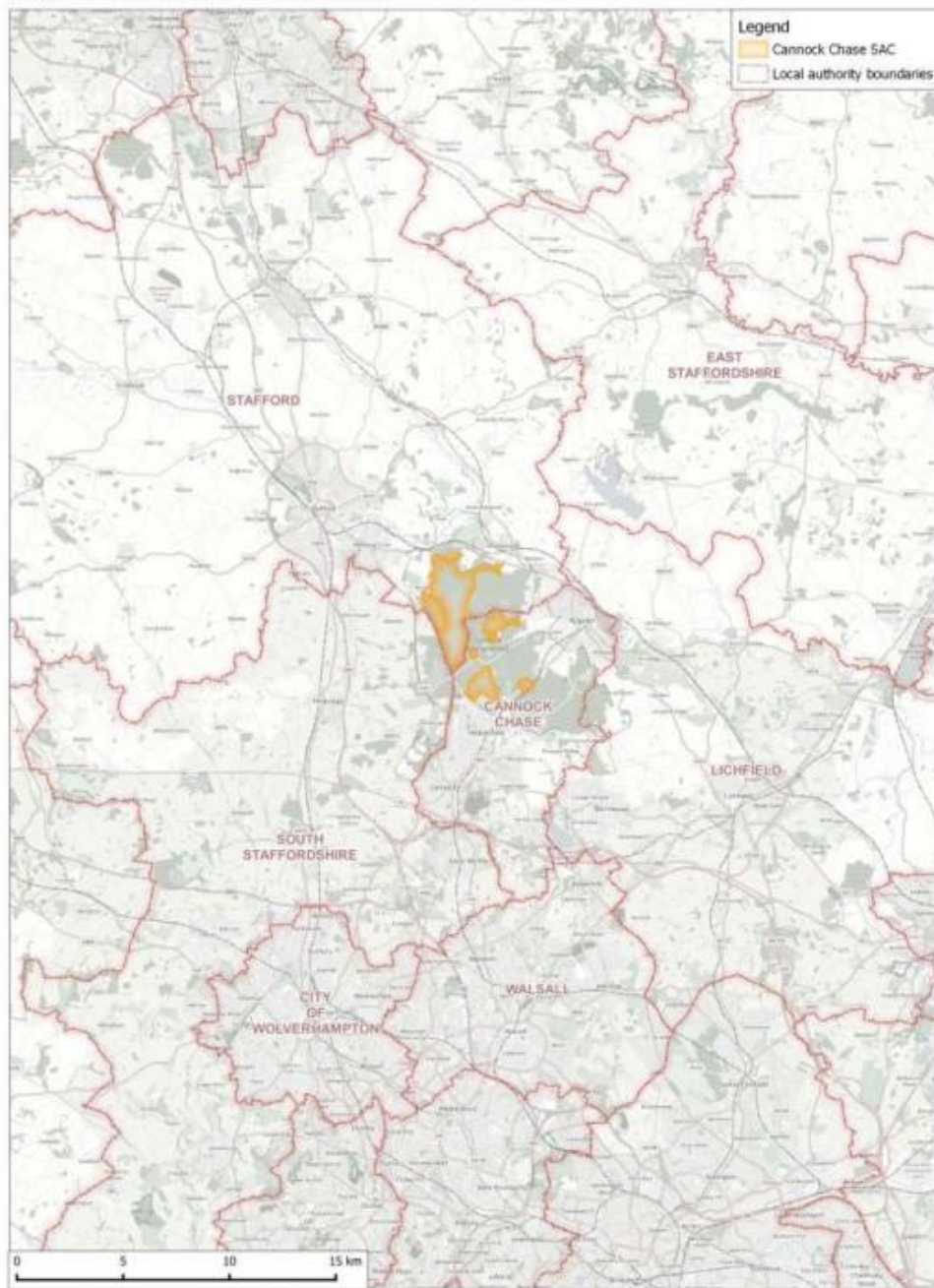
15.11.1 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.

**EXECUTED** as a **DEED** and is delivered and takes effect on the date stated at the beginning of it.

## SCHEDULE 1

Map 1: Plan of Cannock Chase SAC

Map 1: Location of the Cannock Chase SAC.

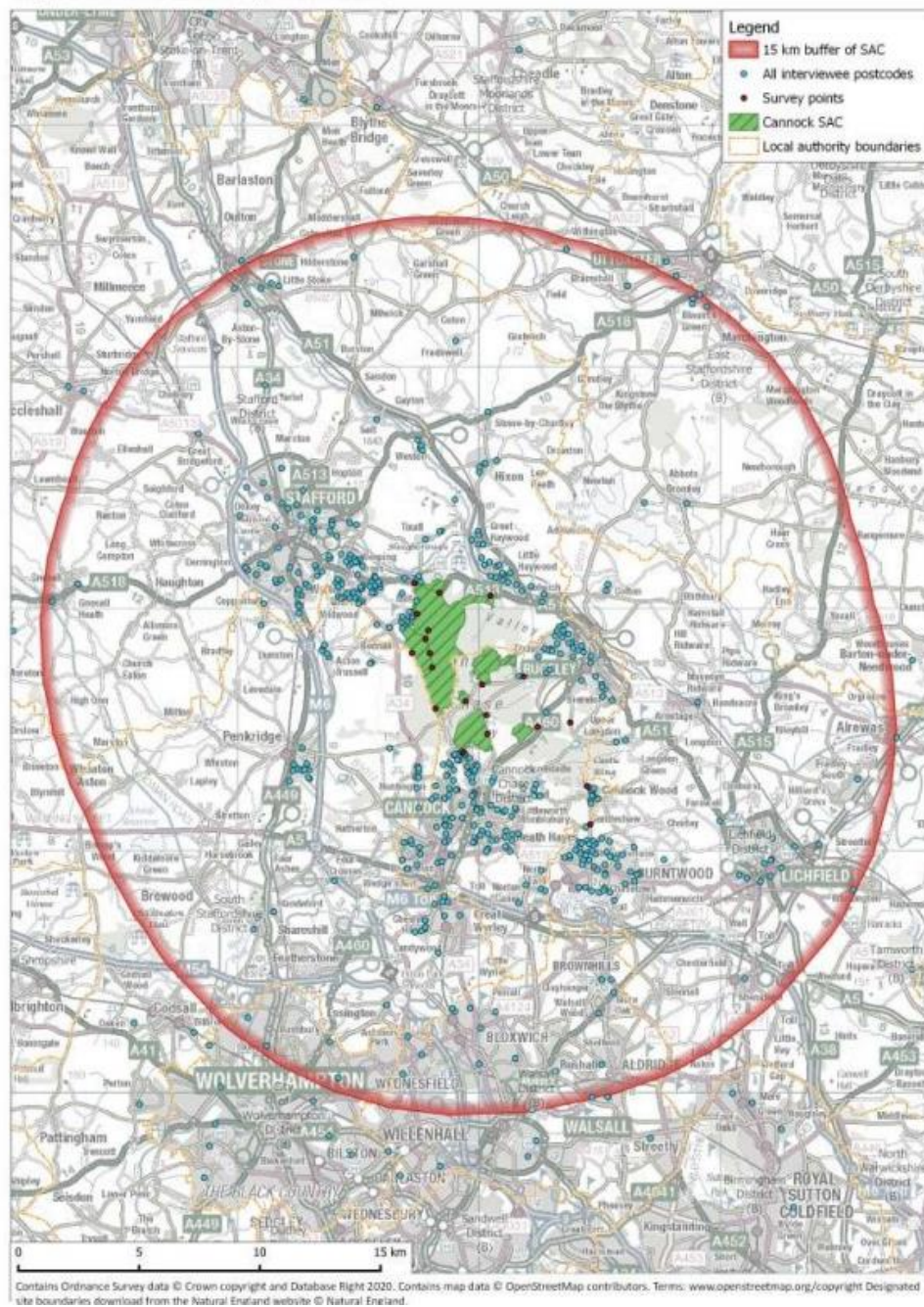


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## SCHEDULE 2

Map 2: Plan of the Cannock Chase SAC 15km Zone of Payment



## SCHEDULE 3

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### Partnership Memorandum of Understanding



Memorandum of  
Understanding.docx

By affixing the **COMMON SEAL**  
of **STAFFORD BOROUGH**  
**COUNCIL**

In the presence of:

.....  
Authorised Signatory

By affixing the **COMMON SEAL**  
of **CANNOCK CHASE DISTRICT**  
**COUNCIL**

In the presence of:

.....  
Authorised Signatory

By affixing the **COMMON SEAL**  
of **LICHFIELD DISTRICT**  
**COUNCIL**

In the presence of:

.....  
Authorised Signatory

By affixing the **COMMON SEAL**  
of **EAST STAFFORDSHIRE**  
**BOROUGH COUNCIL**

In the presence of:

.....  
Authorised Signatory

By affixing the **COMMON SEAL**  
of **SOUTH STAFFORDSHIRE**  
**DISTRICT COUNCIL**

In the presence of:

.....  
Authorised Signatory

By affixing the **COMMON SEAL**  
of **WOLVERHAMPTON CITY**  
**COUNCIL**

In the presence of:

.....

Authorised Signatory

By affixing the **COMMON SEAL**  
of **WALSALL BOROUGH**  
**COUNCIL**

In the presence of:

.....

Authorised Signatory

**MEMORANDUM OF UNDERSTANDING**  
**of the**  
**CANNOCK CHASE SPECIAL AREA OF CONSERVATION (SAC)**  
**PARTNERSHIP**

between

**The Partner Authorities**

Cannock Chase District Council  
East Staffordshire Borough Council  
Lichfield District Council  
South Staffordshire District Council  
Stafford Borough Council  
Wolverhampton City Council  
Walsall Borough Council

**Key Facilitators**

Natural England  
Cannock Chase Area of Outstanding Natural Beauty (AONB) Partnership  
Staffordshire County Council  
Forest England  
National Trust  
Staffordshire Wildlife Trust

**Relating to:**

**The impact of residential development on  
the Cannock Chase Special Area of Conservation**

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## Definition of Terms

In this Agreement the following words and expressions shall have the following meanings unless the context requires otherwise:

<b>AONB Visitor Management Strategy (VMS)</b>	aims to deliver a sustainable quality visitor experience to the Cannock Chase AONB. The Cannock Chase SAC mitigation proposals (SAMMM) sit within the VMS.
<b>Appropriate Assessment (AA)</b>	is the second stage in a Habitats Regulations Assessment process where consideration is given to the potential impacts on the integrity of a European site (e.g. SAC), either alone or in combination with other plans and projects, with regard to the site's conservation objectives and to its structure and function.
<b>Area of Outstanding Natural Beauty (AONB)</b>	<p>means Cannock Chase Area of Outstanding Natural Beauty which the Cannock Chase SAC sits within. The Cannock Chase Area of Outstanding Natural Beauty (AONB) is a legal designation confirmed under the Countryside and Rights of Way Act 2000 (CROW). Please note that this may be updated with an addendum when the Environment Bill is enacted.</p> <p>An AONB is an outstanding landscape whose distinctive character and natural beauty are so precious that it is in the nation's interest to safeguard them. The designation seeks to protect and enhance natural beauty whilst recognising the needs of the local community and economy. For further information please see <a href="http://www.cannock-chase.co.uk/">http://www.cannock-chase.co.uk/</a>.</p>
<b>Competent Authority</b>	An organisation becomes a competent authority under the Habitats Regulations when the exercise of its functions will, or may affect European Sites (for example classified Special Protection Areas and designated SACs).
<b>Conservation Objectives</b>	objectives defined by Natural England to secure the favourable conservation status of the qualifying features. Each SAC has a formal description of the reasons why the site has been designated, which is contained in the SAC citation and which when combined with the Conservation Objectives provide a framework which should inform any 'Habitats Regulations Assessments' that a competent authority may be required to undertake. The Conservation Objectives also inform any measures necessary to conserve or restore the SAC and/or to prevent the deterioration or significant disturbance of its qualifying features.
<b>Detailed Implementation Plans (DIPs)</b>	a plan of actions to mitigate for the likely increase in the number of visits resulting from new housing development within 15km of the Cannock Chase SAC. A summary of the two DIPs (Car Park and Site User Infrastructure, Education and Engagement) can be found attached to Appendix 2.

<b>Habitats Regulations</b>	the Conservation of Habitats and Species Regulations 2017 (as amended).
<b>Habitats Regulations Assessment (HRA)</b>	a formal assessment of the implications of new plans or projects which are capable of affecting the designated interest features of a European Site (e.g. SAC) before deciding whether to undertake, permit or authorise such a plan or project. This assessment comprises several distinct stages which are conveniently and collectively described as a 'Habitats Regulations Assessment' (or HRA).
<b>Key Facilitators</b>	means key facilitators to the Partnership with no voting rights
<b>Partnership</b>	means the organisations listed as the Partner Authorities.
<b>Relevant period</b>	the residential development forecast within the Zone of Influence that relates to each of the Partnership Authorities' Local Plan periods.
<b>Special Area of Conservation (SAC)</b>	<p>is a strictly protected site designated under the EC Habitats Directive, described by the UK Government as 'Our best examples of habitats that are either threatened or valuable within the EU'. The overall objective of the Habitats Directive is defined in Article 2 which specifies in particular that:</p> <p><i>Measures taken pursuant to this Directive shall be designed to maintain and restore, at a favourable conservation status, natural habitats and species of wild fauna and flora of Community interest.</i></p> <p>SAC designation requires Member States to establish conservation measures which correspond to the ecological requirements of Annex I habitats and Annex II species present on the site (Article 6.1), and to take appropriate steps to avoid deterioration of the natural habitats and habitats of species, as well as significant disturbance of species, for which the site is designated (Article 6.2) The Habitats Directive is primarily transposed in England under the Conservation of Habitats and Species Regulations 2017 (as amended).</p>
<b>Strategic Access Management and Monitoring Measures (SAMMM)</b>	the plan of actions to mitigate for the likely increase in the number of visits as a result of new housing development within 15km of the Cannock Chase SAC that ran from April 2015 until March 2022. The mitigations after this date will also be referred to as the DIPs.
<b>Windfall Housing</b>	windfall housing sites are those that have come forward unexpectedly and not identified for housing through the Local Plan preparation process.



**Zone of Influence**

Research has shown that 75% of all visitors to the Cannock Chase SAC are from within a 15km radius of the SAC<sup>12</sup>. The planned level of residential growth within a 15 kilometre radius from the edge of Cannock Chase SAC is likely to have a significant effect on the SAC in the absence of mitigation. For the purpose of this MOU the 0-15km radius is defined as the Zone of Influence.

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<sup>1</sup> 'Cannock Chase SAC Visitor Survey' Footprint Ecology/Durwyn Liley, February 2013

<sup>2</sup> 'Cannock Chase SAC Visitor Survey 2018' Footprint Ecology/Durwyn Liley, May 2019

## 1.0 Purpose

- 1.1 The Cannock Chase Special Area of Conservation (SAC) Partnership provides a framework for coordination between statutory bodies having land use planning responsibilities in relation to Cannock Chase SAC.
- 1.2 The key objective of the Partnership is to use statutory planning processes and specific site and visitor management measures to secure appropriate mitigation for the impacts on the Cannock Chase SAC of Development Plan policies and proposals contained in individual planning applications and projects, thereby ensuring that the integrity of the Cannock Chase SAC is maintained and the requirements of the Habitats Regulations are met.
- 1.3 This Memorandum of Understanding (MOU) sets out how the Cannock Chase SAC Partnership will take responsibility for a programme of measures to mitigate for the impact residential development has upon the Cannock Chase SAC, and how the Partnership will work together to review, prepare and implement common plans and policies to protect the Cannock Chase SAC, and promote its understanding and appreciation to help to deliver sustainable development.
- 1.4 This Partnership approach is to provide simplicity for planners and developers providing a consistent approach to the protection of the SAC from the significant effects of residential development through the delivery of a programme of mitigation. It must however be recognised that other forms of development<sup>3</sup> within the 0-15km zone which may give rise to additional visits to Cannock Chase SAC may need to carry out a Habitats Regulations Assessment (HRA). Participation in the developer contributions scheme is optional and if applicants do not wish to participate they will need to provide appropriate information to the Local Planning Authority to allow a bespoke Habitats Regulations Assessment.

## 2.0 Background

- 2.1 Sitting within the wider Cannock Chase Area of Outstanding Natural Beauty (AONB), the Cannock Chase SAC was designated in 2005 under the provisions of the European Habitats Directive, the majority of the site having previously been designated as a Site of Special Scientific Interest (SSSI) in 1987. Cannock Chase represents the largest area of heathland habitat surviving in the English Midlands and though much diminished in area from its original extent, as with all lowland heathland zones, the habitat and dependent species are of very high nature conservation importance.
- 2.2 The Annex I habitat, European Dry Heath is the primary reason for designation of the SAC. The character of this vegetation is intermediate between the upland or northern heaths of England and Wales and those of southern counties. Dry heathland communities belong to NVC types H8 *Calluna vulgaris* – *Ulex gallii* and H9 *Calluna vulgaris* – *Deschampsia flexuosa* heaths. Within the heathland,

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<sup>3</sup> Other development include but are not limited to Bed and Breakfast establishments, self catering holiday lets, hotels and gypsy sites.

species of northern latitudes occur, such as cowberry *Vaccinium vitis-idaea* and crowberry *Empetrum nigrum*. Cannock Chase has the main British population of the hybrid bilberry *Vaccinium intermedium*, a plant of restricted occurrence. There are important populations of butterflies and beetles, as well as European nightjar and five species of bats. The Annex I habitat that is present as a qualifying feature, but note a primary reason for selection of this site is **Northern Atlantic wet heaths with *Erica tetralix***. Wet heath usually occurs on acidic, nutrient-poor substrates, such as shallow peats or sandy soils with impeded drainage. The vegetation is typically dominated by mixtures of cross-leaved heath *Erica tetralix*, heather *Calluna vulgaris*, grasses, sedges and *Sphagnum* bog-mosses.

- 2.3 The evidence base shows a range of impacts consistent with high visitor numbers<sup>45</sup>. An increase in visitor numbers on the scale expected is likely to have a significant effect on the Cannock Chase SAC unless measures are taken to prevent harm. The main impacts are the fragmentation of habitat from a multiplicity of paths and tracks, track and path widening with erosion, trampling and compaction, and eutrophication from dog fouling.
- 2.4 In October 2005, the judgment the European Court of Justice in the case of Flood Management Plans and the implications of Case C-6/04 Commission Vs United Kingdom, required the UK to extend the requirements of Article 6(3) and (4) of the Habitats Directive to include the assessment of the potential effects of spatial and land use plans on European sites. Evidence commissioned by the SAC Partnership suggests that the planned level of growth within a 15 kilometre radius of the SAC (as set out in Map 1) is likely to have a significant effect on the designated site. The effect of increased visitor numbers consists of additional damage from site use and vehicle emissions<sup>6</sup>. In granting planning permissions the Local Planning Authorities must comply with their duty under the Habitats Regulations as Competent Authorities to ensure appropriate mitigation is delivered prior to developments being built and new visits generated.

### 3.0 Conservation Objectives

#### 3.1 European Site Conservation Objectives for Cannock Chase Special Area of Conservation

##### Site Code: 0030107

With regard to the SAC and the natural habitats and / or species for which the site has been designated (the 'Qualifying Features' listed below), and subject to natural change;

Ensure that the integrity of the site is maintained or restored as appropriate, and ensure that the site contributes to achieving Favourable Conservation Status of its Qualifying Features, by maintain or restoring:

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<sup>4</sup> 'Cannock Chase SAC Planning Evidence Base Review' Footprint Ecology/Durwyn Lily, July 2017

<sup>5</sup> 'Cannock Chase SAC Planning Evidence Base Review Stage 2' Footprint Ecology/Durwyn Lily, July 2021

<sup>6</sup> NE advice letter to the partnership dated 10/04/2013 – Vehicle emission issues are dealt with outside the SAMMM and through the Local Plan or development process.

- The extent and distribution of qualifying natural habitats;
- The structure and function (including typical species) of qualifying natural habitats; and,
- The supporting processes on which the qualifying natural habitats rely.

3.2 This document should be read in conjunction with the accompanying Supplementary Advice document, which provides more detailed advice and information to enable the application and achievement of Objectives set out above.

### 3.3 Qualifying Features:

H4010. Northern Atlantic wet heaths with *Erica tetralix*; Wet heathland with cross-leaved heath

H4030. European dry heaths

## 4.0 Objectives of the Partnership

4.1 The Partnership's overall objective is to facilitate sustainable residential development whilst ensuring compliance with the Habitats Regulations through securing appropriate developer contributions towards a programme of mitigation. Participation in the developer contribution scheme (as detailed at Appendix 1) is optional. Applicants will need to supply information to the Local Planning Authority to allow a bespoke Habitats Regulations Assessment to be undertaken if they do not wish to participate.

4.2 The objectives of the Cannock Chase SAC Partnership are to secure measures to mitigate for the effects of development<sup>7</sup> by:

- Ensuring that the integrity of the site is maintained, that the site contributes to achieving the Favourable Conservation Status of its Qualifying Features and enabling the sustainable development of the area
- Conserving the Cannock Chase SAC by ensuring that new development does not undermine the delivery of its Conservation Objectives
- Raising awareness and understanding of the biodiversity of the Cannock Chase SAC
- Achieving 'joined up' management with neighbouring protected landscapes and habitats.<sup>8</sup>

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<sup>7</sup> Housing and other development such as tourist accommodation which requires HRA and would have an impact on the SAC.

<sup>8</sup> The SAC mitigation proposals (SAMMM) sit within the wider AONB Visitor Management Strategy.

## 5.0 Key Commitments

### 5.1 The Partner Authorities:

- a) Will work together to develop and implement consistent planning policies in respect of Development Plan documentation and development processes which provide a framework to mitigate for the impact of residential development on Cannock Chase SAC.
- b) Will collectively and individually ensure that all plans, projects, and management activities meet the requirements of the Habitats Regulations
- c) Agree an evidenced planning obligations and Community Infrastructure Levy charging process will be used to seek contributions from housing proposals
- d) Agree that from the date of this MOU, appropriate assessment of housing proposals within the 0-15km Zone of Influence (ZOI) set out in Map 1 will not be required unless these fall beyond the scope of established local housing targets as set out in Appendix 1 or where the applicant does not agree to make contributions.
- e) Will develop, agree and monitor, through collaboration and engagement with key facilitators, landowners, including landowners and managers, a 15 year programme of mitigation for Cannock Chase SAC as set out in the Delivery Implementation Plans (DIPs) and based on the delivery of 21,671 dwellings<sup>9</sup>. The effectiveness of the DIPs mitigation proposals will be reviewed on a 5 year basis as part of the MOU review. The Partner Authorities acknowledge that specific projects may require decisions by landowners through their internal governance arrangements.
- f) Will on an annual basis monitor housing delivery numbers on which the current mitigation actions in the DIPs are based. A review of the MOU and DIPs will be triggered if the annual review indicates the 21,671 homes figure is being approached within the 15 km ZOI.
- g) Will work closely with key facilitators, including landowners, and other complementary designations and initiatives such as the AONB and the Connecting Cannock Chase Partnership and take account of other statutory designations
- h) Agree that the area within which the mitigation will be undertaken is the statutorily designated areas of the Cannock Chase SAC, but on occasions will also extend to the wider adjoining areas in relation to specific issues, for example visitor and access network management, where a wider working area may be required to maintain favourable condition of a qualifying feature within the SAC.
- i) Agree on the identity of the host Partner Authority which will hold the developer contributions and will act as the financially accountable body. The developer contributions will be spent collectively based on the DIPs. The details of these arrangements will be set out in a legally binding financial agreement between the contributing Partner Authorities and the host Partner

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<sup>9</sup> Table 2 Cannock Chase Special Area of Conservation Planning Evidence base Review Stage 2 ( 2021)

Authority. The level of contributions from each Partner Authority towards the DIPs, whilst this MOU is in force, is provided in Appendix 1 and will be monitored annually by agreement of the Partnership.

- j) The finance agreement shall contain provisions to deal with the following matters:
  - The scope of the duties, rights and obligations of the host Partner Authority to the other Partner Authorities and third parties;
  - Responsibility for the recruitment and employment of the SAC Project Team;
  - An indemnity from the other Partner Authorities in favour of the employing Partner Authority in relation to the costs of employing the SAC Team, including on-costs and redundancy payments; and
  - Obligations on the host Partner Authority to report regularly and comply with audit and other public sector requirements
- k) Will agree a protocol for decision making on spending the developer contributions based on the mitigation plan (DIPs).

## **6.0 Roles and Responsibilities**

- 6.1 Although only Competent Authorities have statutory responsibilities, it is acknowledged that other key facilitators participate in the management of the SAC in order to deliver programmes and specific projects.
- 6.2 The governance of the project will be determined through the Terms of Reference (Appendix 3).

## **7.0 Governance**

- 7.1 The following governance arrangements and protocols will be maintained to ensure that the requirements of the programme of mitigation and therefore the Habitats Regulations are satisfied. It is proposed that the following governance arrangements are established, with the partnership management structure to be reviewed on a 12 month basis:
  - Cannock Chase SAC Joint Strategic Board to meet, or receive reports a minimum of quarterly or as required, with an annual rotating chair from each local authority (as listed in the table at Appendix 1), and supported by the Cannock Chase SAC Project Officer. It will consist of senior representatives from each of the organisations listed in this MoU. Advisory members may be co-opted to represent a specific area of interest or issue of consideration. Terms of Reference have been agreed and are at Appendix 3<sup>10</sup>.

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<sup>10</sup> Terms of Reference including membership and voting powers agreed through supporting documents at Appendix 3.

- Cannock Chase SAC Project Group will meet monthly or as required, to coordinate and quality assure project delivery, i.e. what is being delivered, where, when and by whom to avoid duplication of effort. This Group will be supported by the Cannock Chase SAC Project Officer and consist of officers from each of the organisations listed in this MOU along with representatives from appropriate organisations in advisory roles. Terms of Reference have been agreed and are at Appendix 3<sup>11</sup>.

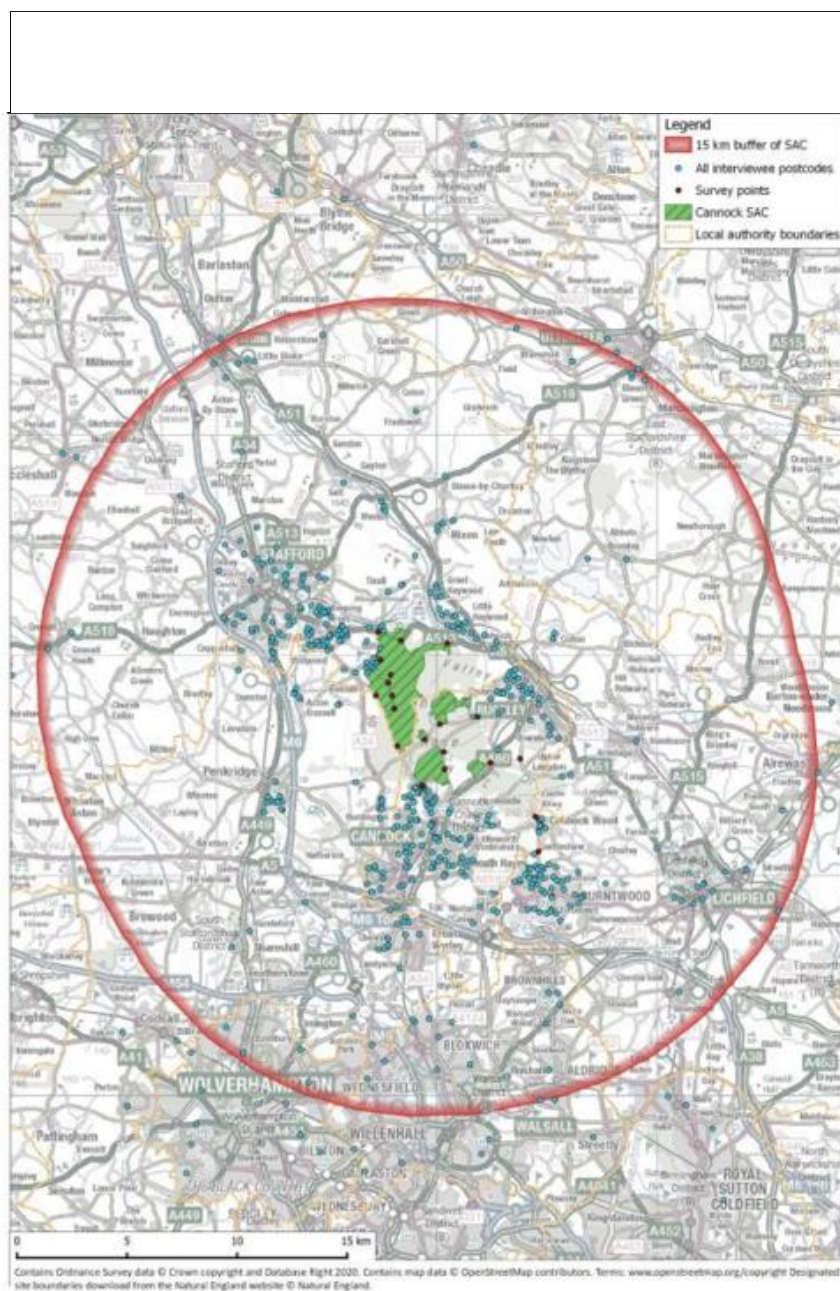
## **8.0 Commencement and Termination**

- 8.1 This MOU will take effect when it has been signed by all Partners or agreed by the Joint Strategic Board. It is anticipated that this MOU will operate for a period of five years when it will be reviewed. It may be amended by agreement in writing between all Partners. A Partnership member may withdraw from the Partnership at any time by giving 12 months' notice in writing to all Parties.

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<sup>11</sup> Terms of Reference including membership and voting powers agreed through supporting documents at Appendix 3.

## Map 1





**The Level of Contributions**

- A1.1 The total cost of the programme of measures required to mitigate for the impact on Cannock Chase SAC of residential development within 15km of the Cannock Chase SAC proposed in current and emerging Local Plans over their Relevant Period is £6,297,104. The details of this programme are provided in the DIPs at Appendix 2.
- A1.2 To provide certainty for the Development Plan process and for developers within the Zone of Influence, and to ensure transparency and accountability, a formulae approach has been adopted that sets out a mechanism for the calculation of developer contributions.
- A1.3 The total cost of the DIPs has been divided between the Partner Authorities in proportion to the number of homes proposed within the 15km ZOI of Cannock Chase SAC (as illustrated on Map 1) from 1<sup>st</sup> April 2022 onwards (excluding those which are likely to have planning permission as of end March 2022). The table below sets out the housing numbers, percentage split and proportion of funding which each Partner Authority falling within the 15km ZOI is required to contribute.

**Table 1**

<b>Local Authority in the 15km ZOI of the Cannock Chase SAC</b>	<b>Housing Numbers proposed in the 15km ZOI from April 2022 (excluding sites with planning permission)</b>	<b>Percentage (%) of total housing delivery</b>	<b>Monies to collect for the DIPs*</b>
<b>Cannock Chase</b>	2,378	11	£690,993
<b>City of Wolverhampton</b>	1,364	6.3	£396,348
<b>East Staffordshire</b>	155	0.7	£45,040
<b>Lichfield</b>	851	3.9	£247,281
<b>South Staffordshire</b>	4,205	19.4	£1,221,878
<b>Stafford</b>	5,412	25	£1,572,605
<b>Walsall</b>	7,306	33.7	£2,122,959
<b>TOTAL</b>	21,671		
<b>DIPs Cost</b>	<b>£6,297,104</b>		

- A1.4 These contributions will be index linked and subject to an annual review each April in line with the 'All Items Group' (Item reference CHAW) of the Retail Prices Index.

- A1.5 It is at the discretion of individual Partner Authorities how to collect their total contribution from developments with the 15km ZOI. These contributions systems will be set out in each Partner Authority's 'Guidance to Mitigate the Impact of New Residential Development'. These documents and the calculations they contain may be subject to review. Other types of development and windfall housing sites not included in the calculations within the aforementioned guidance have the potential to impact upon Cannock Chase SAC, and these will need to be assessed and mitigation provided on an individual basis through discussions with Natural England and/or the relevant local authority. The estimated costings in the DIPs will be monitored and may be reviewed and rates recalculated when the MOU is reviewed.
- A1.6 The option remains for developers to undertake a Habitats Regulations screening assessment and, where necessary, a full appropriate assessment to demonstrate that a proposal will not, either alone or in combination, adversely affect the integrity of the Cannock Chase SAC.
- A1.7 In order for the Developer Contributions Scheme to mitigate the negative effects of development, it is important that the mitigation measures are implemented in a timely manner which reflects the rate at which development comes forward. Each local planning authority will agree the timescale prior to granting planning consent for the collection of developer contributions, which are required to ensure that mitigation is in place prior to occupation to prevent additional harm arising to the Cannock Chase SAC.
- A1.8 The new mitigation programme relates to the delivery of 21,671 homes<sup>12</sup> (which did not have planning permission as of 1<sup>st</sup> April 2022) within the 15km ZOI from 1<sup>st</sup> April 2022 onwards. Monitoring of housing delivery and housing numbers proposed will be undertaken on an annual basis by the SAC Partnership. Where monitoring shows that delivery of any of the housing numbers proposed for a Partner authority, as set out in Table 1, are being approached, a review of this MOU will be triggered and new housing numbers and new mitigation measures will be considered.
- A1.9 The monies that have and will contribute to the DIPs, previously referred as the SAMMM are outlined in Table 2.

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<sup>12</sup> Table 2 Cannock Chase SAC Planning Evidence Base Review Stage 2 (2021)

**Table 2**

<b>Local Authority in the ZOI of the Cannock Chase SAC</b>	<b>Housing Numbers proposed in the ZOI</b>	<b>Percentage (%) of total housing delivery</b>	<b>Monies to collect for the DIPs, previously SAMMMs*</b>
<b>Cannock Chase</b>	1700	20.0	£394,232
<b>City of Wolverhampton</b>	0	0.0	£0
<b>East Staffordshire</b>	30	0.4	£6,957
<b>Lichfield</b>	1715	20.2	£397,710
<b>South Staffordshire</b>	150	1.8	£34,785
<b>Stafford</b>	4900	57.7	£1,136,315
<b>Walsall</b>		0	£0
<b>TOTAL</b>	<b>8495</b>		
<b>DIPs Cost</b>	<b>£1,970,000</b>		

A1.10 Developer contributions provided prior to the start date of the new mitigation programme (Table 3) will contribute to the 2011 – 2021 Strategic Access Management and Monitoring Measures plan (SAMMMs) relating to the 0-8km Zone of Payment, outlined in the 2011 MoU and subsequent update in 2017<sup>13</sup>. It should be noted that the monies collected for the DIPs, previously the SAMMMs, or committed before April 2022 both exceed the original budget of £1,970,000.

**Table 3**

<b>Local Authority in the ZOI of the Cannock Chase SAC</b>	<b>Monies already collected or committed before April 2022</b>
<b>Cannock Chase</b>	£816,374.00
<b>City of Wolverhampton</b>	£0
<b>East Staffordshire</b>	£1,610.00
<b>Lichfield</b>	£247,896.80
<b>South Staffordshire</b>	£90,480.00
<b>Stafford</b>	£896,283.00
<b>Walsall</b>	£0
<b>TOTAL</b>	£2,052,643.80

A1.11 As shown in Table 3, a supplementary £82,643.80 is expected to be collected prior to the commencement of the new DIPs from April 2022, because of higher number of homes being built than originally planned within the ZOI. Any supplementary monies that are to be collected through the previous SAMMM will be reallocated in order to finance mitigation measures in the new DIPs, as the SAMMM has been subsumed into the DIPs.

<sup>13</sup> Memorandum of Understanding for the Cannock Chase Special Area of Conservation Partnership 2011-2021. 2011

**Detailed Implementation Plan**

A2.1 The following table of mitigation measures and estimated costings has been prepared by independent consultants in collaboration with the Cannock Chase SAC Partnership to set out Detailed Implementation Plans relating to the Cannock Chase SAC.

<b>Item of Works</b>	<b>Amount remaining to be funded</b>
Resources/events for Engagement Key Stages 1-2 (2020-2040)	£99,195
Resources/events for Engagement Key Stages 3-4 (2020-2040)	£99,195
Resources/events for Engagement with key visitor groups (2020-2040)	£30,000
Creation of Central Website and hosting until 2040	£10,500
Special Project, Forestry England Visitor/mountain bike centre south of A460	£25,000
Special Project, Marquis Drive Masterplan	£25,000
Special Project, Museum of Cannock Chase, Community Hub	£25,000
Circular routes created at each main Car Park: pathworks	£90,000
Orientation panel in each main car-park showing main promoted routes, replacement after 10 years	£15,800
Additional staffing to increase face-to face engagement, (equivalent to 3 full time posts 2020-2040)	£2,364,000
Special Project. Chase Rd	£25,000
Close Car Parks	£150,000
Material (temporary signs etc.) to close damaging habitat fragmentation desire lines	£10,000
New road signs to replace existing ones	£75,000
Installation of Car Park Charging Machines	£70,000
Cost to maintain improved car-parks 2020-2040	£704,900
Circular routes created at each main Car Park: way-markers, replacement after 10 years	£18,750

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Circular routes created at each main Car Park: finger posts, replacement after 10 years	£30,300
Orientation panel in each main car-park showing main promoted routes, replacement after 10 years	£22,000
CC SAC Team Admin Assistant (part time, 2020-2040)	£420,000
CC SAC SAMMM Delivery Officer (2020-2030)	£400,000
Project manager/Project officer post	£765,000
Monitoring: visitor survey at 5 year intervals	£160,000
Monitoring: Automated counters (15 counters)	£90,000
Contingency (10%)	£572,464
	<b>£6,297,104</b>

## **Terms of Reference**

## Terms of Reference

### Cannock Chase SAC Joint Strategic Board

#### 1.0 Introduction

- 1.1 The Cannock Chase Special Area of Conservation (SAC) Partnership provides a framework for coordination between statutory bodies having land use planning responsibilities in Cannock Chase SAC. These Terms of Reference set out how the Cannock Chase SAC Joint Strategic Board (JSB) will work together to coordinate the delivery of a programme of mitigation, prepare and implement common plans and policies to protect the SAC, promote its understanding and appreciation to help to deliver sustainable development.
- 1.2 The objective of the Partnership is to use statutory planning processes and specific site and visitor management measures to secure appropriate mitigation for the impacts on the Cannock Chase SAC through Development Plan policies and proposals contained in individual planning applications and projects, thereby ensuring that the integrity of the Cannock Chase SAC is maintained.
- 1.3 The Cannock Chase SAC Partnership as a whole will provide a vehicle for the agreement of mitigation measures, collection and use of planning obligation monies and monitoring of work carried out.

#### 2.0 Status

**Competent Authorities** include any statutory body or public office exercising legislative powers, whether on land or sea.

- 2.1 Each Competent Authority is individually responsible for meeting its duties under the Habitats Regulations. However by jointly preparing, implementing and reviewing the Detailed Implementation Plans (DIPs), it is anticipated that the Competent Authorities will be able to more effectively achieve the aims of the Habitats Regulations in relation to the Cannock Chase SAC, than if they acted alone. This will also relieve individual applicants from the burden of preparation of evidence for Habitats Regulations Assessment and will streamline this aspect of the development management process. To this end the Competent Authorities for the Cannock Chase SAC have formed this legal partnership overseen by this JSB with the Project Group coordinating the delivery, the accumulation of funds and undertaking additional works as directed. The JSB has no additional powers but serves to ensure that all Competent Authorities contribute to the implementation of the mitigation measures.

#### 3.0 Composition

- 3.1 The membership of the JSB will comprise representatives of all the Competent Authorities, as defined in the Habitats Regulations, for the Cannock Chase SAC and who have signed the Memorandum of Understanding.
  - The JSB will comprise one senior representative or their delegated officer representative from each of the Competent Authorities. Additional representatives may attend at the discretion of the Chairman.

#### **4.0 Board Structure and Procedures**

- No Competent Authority will have authority over any of the other JSB members.
- The JSB will meet, or receive reports produced by an officer in a project management role, a minimum of quarterly or when required;
- Meetings of the Board will be chaired by each Competent Authority in turn annually.
- Officer support and secretariat services will be provided by the Cannock Chase SAC Project Officer (as defined in the DIPs)
- Agendas, reports and minutes of meetings will be circulated to relevant facilitators.
- The Project Group will be represented at meetings of JSB.
- Wherever possible, decisions made at the JSB will be by means of consensus. A quorum of 50% attendance plus one member will be required for decisions to be ratified. Where a decision is needed urgently, the incoming Chair has delegated authority to make the decision. This must then be reported to the next meeting for retrospective agreement.
- Where a member of the Partnership has proposed a project outside the agreed measures (SAMMM) that body is not entitled to vote on that item.
- Voting rights are limited to the full members of Cannock Chase SAC Partnership, one vote per full member authority.
- The Cannock Chase SAC Project Officer is not entitled to vote.
- With the agreement of members of the JSB members, advisory members may be co-opted to represent a specific area of interest or issue of consideration

#### **5.0 Remit**

##### **5.1 The JSB:**

- Will exercise its function to secure compliance with the requirements of the Habitats Regulations.
- Will provide a forum for discussion of issues and coordination of activity in a private and confidential setting due to commercial sensitivity of the projects but make relevant reports available to the public where appropriate.
- Will oversee the development, implementation and monitoring of the DIPs, and agree an annual work programme and milestones based upon future projections in order to work towards achieving the Conservation Objectives for the SAC.
- Will collaborate with key facilitators when required on individual projects within the programme.
- Receive and review an annual report on the collection, management and spending of the planning obligations funding.
- Expects that representatives will commit to the actions for delivery within their respective organisations;
- Will review performance and delivery of actions within the plan and make decisions to ensure timely corrective action can be taken where necessary.
- Will advise/steer the Project Group on changing priorities based on evidence and commit to new actions where there is a shortfall in a timely manner.
- Will approve a working budget for the Cannock Chase SAC Project Officer or the officer undertaking this role whilst the post is vacant.



## Memorandum of Understanding

- Will assess projects outside the DIPs over £10,000 for evidence that they are cost effective and provide greater additional mitigation than those within the SAMMM.
- Will rely on input from the Project Group to help inform their decisions and will direct the Project Group where additional/different actions are required.
- Will agree the frequency of the Project Group meetings.
- Will act on behalf of the Partnership organisations in commissioning studies, surveys and reports or other work on relevant matters (with landowner collaboration, where required), including making bids for joint funding and grants relating to the objectives of the body.
- Represent the Cannock Chase SAC and its objectives at public meetings, events, workshops and conferences as and when necessary and, promote and champion the work of the Partnership.
- Will review its Terms of Reference as may be appropriate.

## Cannock Chase SAC Project Group

### Terms of Reference

#### 1.0 Introduction

- 1.1 The Cannock Chase Special Area of Conservation (SAC) Partnership provides a framework for coordination between statutory bodies having land use planning responsibilities in Cannock Chase SAC. These Terms of Reference set out how the Cannock Chase SAC Project Group will work together to coordinate the delivery of a programme of mitigation, prepare and implement common plans and policies to protect the SAC, promote its understanding and appreciation to help to deliver sustainable development.
- 1.2 The objective of the Partnership is to use statutory planning processes and specific site and visitor management measures to secure appropriate mitigation for the impacts on the Cannock Chase SAC of Development Plan policies and proposals contained in individual planning applications and projects, thereby ensuring that the integrity of the Cannock Chase SAC is maintained.
- 1.3 The Cannock Chase SAC Partnership as a whole will provide a vehicle for the agreement of mitigation measures, collection and use of planning obligation monies and monitoring of work carried out.

#### 2.0 Status

**Competent Authorities** include any statutory body or public office exercising legislative powers, whether on land or sea.

- 2.1 Each Competent Authority is individually responsible for meeting its duties under the Habitats Regulations. However by jointly preparing, implementing and reviewing the Detailed Implementation Plans (DIPs), it is anticipated that the Competent Authorities will be able to more effectively achieve the aims of the Habitats Regulations in relation to the Cannock Chase SAC, than if they acted alone. This will also relieve individual applicants from the burden of preparation of evidence for Habitats Regulations Assessment and will streamline this aspect of the development management process. To this end the Competent Authorities for the Cannock Chase SAC have formed this legal partnership overseen by the Joint Strategic Board (JSB) with the Project Group coordinating the delivery, the accumulation of funds and undertaking additional works as directed. The JSB has no additional powers but serves to ensure that all Competent Authorities contribute to the implementation of the mitigation measures.

#### 3.0 Composition

- 3.1 The membership of the Project Group will comprise all of the Competent Authorities, as defined in the Habitats Regulations, for the Cannock Chase SAC and who have signed the Memorandum of Understanding.
  - The Project Group will comprise appropriate officers of the Competent Authorities
  - Officers or technical / professional representatives of stakeholder organisations, by invitation.

#### **4.0 Structure and Procedures**

- The Project Group will meet a minimum of quarterly.
- Meetings of the Project Group will be chaired by each Competent Authority in turn.
- Officer support and secretariat services will be provided by Cannock Chase SAC Project Officer (as defined in the DIPs) when in post.
- A minimum of 1 member of the Project Group will represent the group at the JSB meetings.
- A quorum of 50% attendance plus one member will be required for decisions to be ratified. Where a decision is needed urgently, the incoming Chair has delegated authority to make the decision. This must then be reported to the next meeting for retrospective agreement.
- Where a member of the Partnership has proposed a project outside the agreed DIPs that body is not entitled to vote on that item.
- Voting rights are limited to the representatives of the Competent Authorities, one vote per full member authority.
- The Cannock Chase SAC Project Officer will not be entitled to vote.
- With the agreement of members of the Project Group, advisory members may be co-opted to represent a specific area of interest or issue of consideration.

#### **5.0 Remit**

5.1 The Project Group will be responsible, with external support where agreed, for undertaking the following:

- Advise the JSB as necessary on issues relating to and impacting upon the SAC
- Will coordinate the implementation of the DIPs.
- Provide technical support to the JSB, prepare reports for the JSB's consideration and carry out such actions as may be instructed by the JSB.
- Undertake work identified in the annual work programme or as otherwise prioritised.
- Agree an annual monitoring report for the year ending 31<sup>st</sup> March prepared by the Cannock Chase SAC Project Officer, together with regular updates on progress for the Board.
- Prepare, agree and maintain a five-year rolling project plan, based upon the objectives of the Partnership.
- The Project Group may establish small project or working groups, resourced as necessary, to progress issues related to delivering the agreed annual work programme.
- Use of delegated authority to consider project substitution up to a value of £10K where projects outside of the DIPs can be proved to provide greater or additional mitigation to those within the DIPs.
- Identification of alternative mitigation projects
- Represent the Cannock Chase SAC and its objectives at public meetings, events, workshops and conferences as and when necessary and, promote and champion the work of the Partnership.
- Annually review the collection, management and spending of the planning obligations funding and prepare an annual report for the JSB.
- Provide information to allow the levels of residential development, spend and outcomes of project work to be monitored.
- Will review its Terms of Reference as may be appropriate.

## Memorandum of Understanding

### Signatories:

Signed for and on behalf of  
**CANNOCK CHASE DISTRICT COUNCIL**

Authorised signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of  
**EAST STAFFORDSHIRE BOROUGH COUNCIL**

Authorised signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of  
**LICHFIELD DISTRICT COUNCIL**

Authorised signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of  
**SOUTH STAFFORDSHIRE DISTRICT COUNCIL**

Authorised signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Memorandum of Understanding

Signed for and on behalf of  
**STAFFORD BOROUGH COUNCIL**

Authorised signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of  
**WOLVERHAMPTON CITY COUNCIL**

Authorised signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for and on behalf of  
**WALSALL BOROUGH COUNCIL**

Authorised signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_