

Memorandum of Understanding

between

Walsall Council

and

Cannock Chase Special Area of Conservation Partnership
comprising

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

Relating to:

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

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Appendix: MOU dated 12th May 2016 entered into by Cannock Chase District Council, East Staffordshire Borough Council, Lichfield District Council, South Staffordshire District Council, Stafford Borough Council, Wolverhampton City Council and Staffordshire County Council
[TO BE ATTACHED}

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1.0 Purpose

This Memorandum of Understanding (“MOU”) represents a side agreement to the MOU dated 12th May 2016 entered into by Cannock Chase District Council, East Staffordshire Borough Council, Lichfield District Council, South Staffordshire District Council, Stafford Borough Council, Wolverhampton City Council and Staffordshire County Council, together forming the Cannock Chase Special Area of Conservation Partnership (“SAC Partnership”)

The intention of this MOU is to provide assurance to the SAC Partnership and Natural England regarding the mitigation of effects arising as a result of proposals for residential development (resulting in a net increase of homes) in the area of Walsall which lies within 8km of the Cannock Chase Special Area of Conservation (“SAC”). This assurance will be achieved through the MOU detailing Walsall Council’s Key Commitments (see page 6) regarding how it proposes to operate in a manner that is consistent with the current approach (as of January 2017) of the SAC Partnership to provide developers of residential proposals within 8km of the SAC with the opportunity to comply with the requirements of the Conservation of Habitats and Species Regulations 2010 (as amended) (“the Habitats Regulations”) through the provision of developer contributions to fund appropriate mitigation measures, rather than by way of separate Habitats Regulation Assessment.

This approach aims to provide simplicity for planners and developers by providing protection for the SAC from the potential significant effects of increased recreational pressure associated with residential development through the delivery of a programme of mitigation measures. However, it should be noted that applicants of residential developments within 8km of the SAC can opt not to partake in this approach, if they choose to do so they will be required to provide appropriate information to the Local Planning Authority to allow a bespoke Habitats Regulations Assessment to be undertaken. In addition, there are other forms of development that can also give rise to significant effects to the Cannock Chase SAC¹. It might also be necessary for these forms of development within 8km of the SAC to carry out Habitats Regulations Assessment (HRA).

2.0 Background

Sitting within the wider Cannock Chase 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.

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

¹ Other development including but not limited to bed and breakfast establishments, self catering holiday lets, hotels, and accommodation for gypsies, travellers and travelling show people.

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, 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 not 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

The evidence base² shows a range of impacts consistent with high visitor numbers. 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 harm³. 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.

In October 2005, the judgment of 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.

The key objective of the SAC Partnership is to use statutory 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 applications and projects, thereby ensuring that the integrity of the Cannock Chase SAC is maintained and the requirements of the Habitats Regulations are met. To this end the MOU for the Cannock Chase SAC Partnership (Appendix 1) sets out how the 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 SAC Partnership will work together to review, prepare and implement common plans and policies to protect and enhance the Cannock Chase SAC, and promote its understanding and appreciation to help deliver sustainable development.

Evidence commissioned by the SAC Partnership suggests that the planned level of growth within a 15km radius of the SAC (Map 1) is likely to have a significant effect on the SAC designated site. The greater part of this effect would arise from development within a 0-8km zone as it has been determined through research that this zone would contribute the most visitors to the SAC⁴. The effect of increased visitor numbers consists of additional damage

² Cannock Chase SAC Visitor Survey' Footprint Ecology/Durwyn Liley, February 2013

³ The Cannock Chase Visitor Survey (*ibid*, paras 3.72-3.73) based its analysis on the view that visitors would increase as a result of housing development and estimated that just over 52,000 new homes were planned within 20km of the SAC. However, the MOU for the Cannock Chase SAC Partnership says there would be an increase of 78,000 new dwellings within 15km of the boundaries of the SAC.

⁴ Further Analysis of Cannock Visitor Survey Data to Consider Apportioning Costs between Zones – Durwyn Liley, 30th September 2013.

from site use and vehicle emissions⁵. In granting planning permissions the Local Planning Authorities of the SAC Partnership 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.

It is the Council's view that the visitor survey as to the likely effect on the SAC of visitors from within 8km of the SAC is, in the absence of other evidence, conclusive of likely significant effects in habitats terms and provides reasoned justification for the collection of developer contributions from this area.

However, Walsall Council has made both the SAC Partnership and Natural England aware of the concerns it has regarding the interpretation placed by those bodies of the available evidence as suggesting that the planned level of growth between an 8km and a 15km radius of the SAC is likely to have a significant effect on the SAC designated site, which is referred to in the MOU, particularly as circumstances exist that are potentially unique to or are more prevalent in areas north of Walsall town centre. The council's view is that the part of the 8-15km ZOI which extends into the area of Walsall is not fully justified by the evidence. This is in the light of the particular socio-economic characteristics of that area e.g. percentage of households with accessibility to motor vehicles, particularly as the evidence base describes the Cannock Chase area as a destination for which "*most visitors come by car*"⁶, which present barriers to a significant number of its residents⁷. These circumstances have the potential for either new occupants of residential development within Walsall's area to be statistically less likely to visit the Cannock Chase area at all or visit less frequently than residents in other locations within 8-15km of the SAC.

In addition, Walsall Council commissioned evidence from consultants DTZ and Wardell Armstrong⁸ to examine the viability and deliverability of sites proposed to feature in the Council's Site Allocation Document. This evidence suggests that large areas of northern Walsall, containing several of the Authority's key strategic residential development allocations, have either no or insufficient viability headroom with which to provide contributions towards the provision of infrastructure and support anything other than a zero

⁵ 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 management processes. This approach has also been adopted by South Staffordshire Council in its Local Plan HRA and in their HRA for their SAD. We are aware from the October 2016 HRA that the work undertaken by UE Associates in June 2010 to accompany the BCCS identified a risk of LSE due to air quality. As the issue of air quality impacts is not dealt with in the Inspector's Report, we have proceeded on the presumption that it was screened out in advance of the BCCS examination and we are not aware of any subsequent evidence that indicates there may be significant effects in respect of air quality.

⁶ Footprint Ecology (2012) Cannock Chase SAC Visitor Impacts Mitigation Report (Page 5)

⁷ According to 2011 Census data the percentage of households without access to a car or van within the ZOI affected areas (within 15km of the SAC) of Walsall and Wolverhampton is between 28.2% and 40.5%, compared with 11.2% - 18.6% for the majority of the remaining areas within the ZOI, with the exception of Cannock and Burton-upon-Trent which have slightly more households without access to motor vehicles with between 18.6% and 28.2%.

Office for National Statistics web site -

<http://webarchive.nationalarchives.gov.uk/20160105160709/http://www.ons.gov.uk/ons/interactive/census-map-2-1---car-ownership/index.html>

⁸ Site Allocation Document and Community Infrastructure Levy Viability Study (2015)

http://cms.walsall.gov.uk/sad_cil_study_september_2015__full_version_.pdf

Community Infrastructure Levy rate. As a consequence of what the viability evidence suggests Walsall Council is in a position where if contributions from residential developments were to be required within the area from which the evidence commissioned by the SAC Partnership suggests significant effects could originate (15 kilometres), it would be unable to guarantee that residential development of strategic housing sites with a well documented existing set of constraints and factors influencing viability could comply with the strategic mitigation approach of the SAC Partnership MOU.

Whilst it should be noted that the approach opted for by the SAC Partnership MOU at the time of writing does not require residential developments beyond 8km from Cannock Chase SAC to contribute towards the package of mitigation measures, the evidence referred to in the SAC Partnership MOU to support the current strategic mitigation approach implies that the effects of residential developments within 8-15km of the SAC is sufficient to require mitigation measures⁹. It might follow at some point that this area (like the area falling within the 0-8km zone), could be required to provide a financial contribution or alternative measures in order to comply with the Habitats Regulations.

The decision of Walsall Council not to become a signatory of the SAC Partnership MOU is based on the advice it has received, and this decision is considered reasonable in the context of the circumstances set out above. Although Walsall Council proposes no residential allocations through its emerging Site Allocation Document within 8km of the SAC, the purpose of this MOU is to act as a side agreement to the SAC Partnership's MOU by detailing the way in which Walsall Council will deal with proposals for residential developments which may come forward within 8km of Cannock Chase SAC.

Walsall's and the Black Country's housing supply figures are calculated on the assumption that there will be a small but regular contribution from windfall and / or unallocated development, largely due to the urban fabric of certain parts of the sub-region. Given that the area within 8km of the SAC in Walsall is 33Ha, is largely covered with existing residential development, and there has been a total of 14 net additional dwellings completed in the past 10 years¹⁰, the Council considers it highly unlikely this area is capable of increasing the number of dwellings within 8km of the SAC to a significant degree.

Thus, in conclusion, Walsall Council is currently unwilling to become a signatory of the strategic mitigation approach as drafted at the time of writing for the reasons discussed, and particularly as a result of the potential for adverse implications towards the delivery of a sustainable pattern of development. As a result, the council is of the view that in order for it to become a signatory to a MOU containing reference to 15km as the ZOI it must first be satisfied that the evidence base, and its interpretation, provides sufficient reasoned justification for which to require developer contributions to be sought throughout the northern half of the borough, beyond 8km of the SAC, for all residential development proposed that

⁹ Walsall Council notes the position of South Staffordshire Council that – on the basis mitigation is provided in respect of residential development within 8km of the SAC – “*the residential development allocated [in South Staffordshire] in the 8-15km zone will have no adverse effects on the integrity of the Cannock Chase SAC.*” (Habitats Regulations Assessment South Staffordshire Council HRA addendum Cannock Chase Special Area of Conservation (SAC) Guidance to Mitigate the Impact of New Residential Development: <https://www.sstaffs.gov.uk/doc/171680/name/Habitats%20Regulations%20Assessment%20-%20Local%20Plan%20Addendum%20Cannock%20Chase%20SAC%20NOV%202015.pdf/>)

¹⁰ Planning application numbers: 07/0813/FL/E9, 07/1298/FL/E9, and 10/0518/FL

results in a net increase of homes. The Council's view is that the ZOI incursion into Walsall (8-15km) represents a highly precautionary approach considering the available evidence, and does not take into account important factors which affect both the ability and propensity of Walsall residents to visit the Cannock Chase area. Notwithstanding this, the council concludes that in implementing the SAD and AAP there will be no likely significant effects to Cannock Chase SAC on the basis that neither the SAD nor Walsall Town Centre AAP proposes residential allocations within 8km of the SAC.

3.0 Key Commitments

The following commitments are intended to provide assurance regarding the approach which Walsall Council will take to any applications which come forward within the area of the borough that lies within 8 km of the Cannock Chase SAC and would result in a net increase in dwellings. This is to ensure accordance with the strategic mitigation approach currently being operated by the SAC Partnership by detailing the way such applications will be processed. This will that applicants take into account and are able to satisfy the requirements of the Habitats Regulations and Walsall Council fulfils its responsibilities as a competent authority under the same legislation.

The Council will require applicants to either:

1. Provide a financial contribution towards the required mitigation. These contributions will be secured by unilateral undertaking made under section 106 of the Town and Country Planning Act 1990 and will consist of a fee per net increase in the total number of dwellings. The level of the fee will be in a range consistent with those sought¹¹ by the collecting Local Authorities that form the Cannock Chase SAC Partnership¹². The collected monies will be paid to fund the strategic access management and mitigation measures which have been set out in the table of Strategic Access Management Measures¹³ and which may be updated from time to time; or
2. Provide sufficient information to the Local Planning Authority to allow an appropriate assessment under the Habitats Regulations of the impacts of the development on the Cannock Chase SAC (in combination with impacts arising from other development) to be undertaken.

Further, the Council will:

¹¹ Cannock Chase District Council £221 per dwelling, Stafford Borough Council £159, Lichfield District Council £178.60, and South Staffordshire District Council £232 plus £100 administration cost.

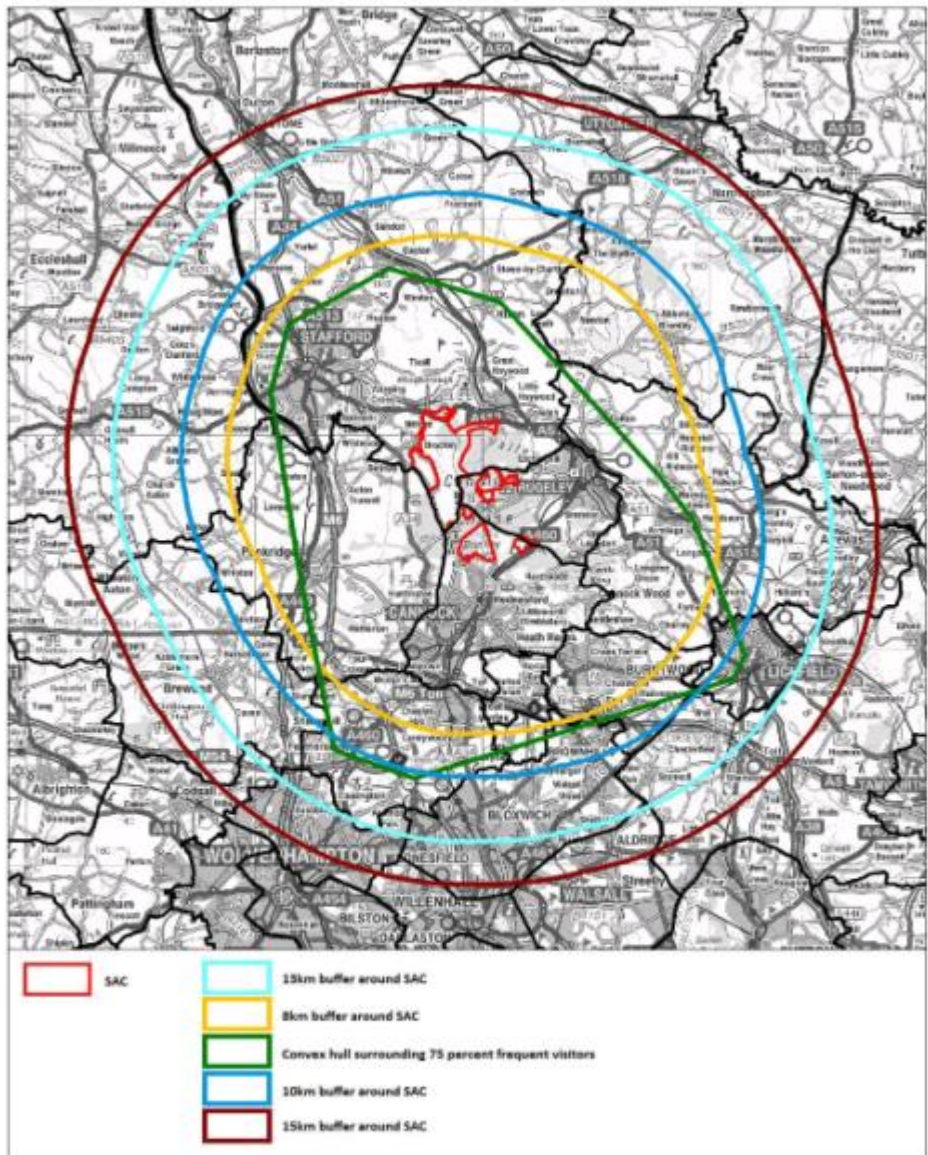
¹² Cannock Chase District Council, East Staffordshire Borough Council, Lichfield District Council, South Staffordshire District Council, Stafford Borough Council, Wolverhampton City Council and Staffordshire County Council.

¹³ Appendix 2 to the Cannock Chase SAC Partnership MOU (which is Appendix 1 to this document).

3. Continue to assist and support the SAC Partnership with its plans to update and improve evidence relating to recreational pressure resulting from planned housing growth surrounding the SAC for the purposes of future Local Plan reviews.

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Map 1. Map of the zones around Cannock Chase SAC
 – 8km and 15km are the Partnership agreed zones



Map 3: Different distance bands/zones around SAC

Contains Ordnance Survey Data.
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MEMORANDUM OF UNDERSTANDING

of the

**CANNOCK CHASE SPECIAL AREA OF CONSERVATION
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
Staffordshire County Council

Advisors

Natural England
Cannock Chase AONB Partnership
Forestry Commission

Relating to:

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

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Signatories: 21

Definition of Terms

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

Advisors	means advisors to the Partnership with no voting rights.
AONB Visitor Management Strategy (VMS)	aims to deliver a sustainable quality visitor experience to the Cannock Chase AONB. The Cannock Chase SAC mitigation proposals (SAMM) sit within the VMS.
Appropriate Assessment (AA)	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 (eg 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.
Area of Outstanding Natural Beauty (AONB)	<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).</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 http://www.cannock-chase.co.uk/.</p>
Competent Authority	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 SPA's and designated SACs).
Conservation Objectives	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.
Habitats Regulations	The Conservation of Habitats and Species Regulations 2010
Habitats Regulations Assessment (HRA)	a formal assessment of the implications of new plans or projects which are capable of affecting the designated interest features of a European Site (eg 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).

Partnership

means the organisations listed as the Partner Authorities

Relevant period

The residential development forecast within the Zone of Influence within each of the Partnership Authorities' Local Plan periods.

Special Area of Conservation (SAC)

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: *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.*

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 2010.

Strategic Access Management and Monitoring Measures (SAMMM)

a 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. SAMMM attached at Appendix 2.

Windfall Housing

Windfall housing sites are those that have come forward unexpectedly and not identified for housing through the Local Plan preparation process.

Zones of Influence

Research has shown that 75% of all visitors to the Cannock Chase SAC are from within a 15km radius of the SAC. 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

The greater part of this effect would arise from development within a 0-8km zone as it has been determined through research that this zone would contribute the most visitors to the SAC. For the purpose of this MOU the 0-8km radius is defined as the Zone of Payment.

1.0 Purpose

The Cannock Chase Special Area of Conservation Partnership provides a framework for coordination between statutory bodies having land use planning responsibilities in relation to Cannock Chase SAC.

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.

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 and enhance the Cannock Chase SAC, and promote its understanding and appreciation to help to deliver sustainable development.

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 development¹ 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

Sitting within the wider Cannock Chase 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.

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, species of northern latitudes occur, such as cowberry *Vaccinium vitis-idaea* and crowberry *Empetrum nigrum*. Cannock Chase has the main British population of

¹ Other development include but are not limited to Bed and Breakfast establishments, self catering holiday lets, hotels and gypsy sites.

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 not 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

The evidence base² shows a range of impacts consistent with high visitor numbers. 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.

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 greater part of this effect would arise from development within a 0-8km zone (as set out in Map 1) as it has been determined through research that this zone would contribute the most visitors to the SAC³. The effect of increased visitor numbers consists of additional damage from site use and vehicle emissions⁴. 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

The European Site Conservation Objectives for Cannock Chase Special Area of Conservation Site code: UK0030107⁵

With regard to the natural habitats and/or species for which the site has been designated (“the Qualifying Features” listed below);

Avoid the deterioration of the qualifying natural habitats and the habitats of qualifying species, and the significant disturbance of those qualifying species, ensuring the integrity of the site is maintained and the site makes

² ‘Cannock Chase SAC Visitor Survey’ Footprint Ecology/Durwyn Liley, February 2013

³ Further Analysis of Cannock Visitor Survey Data to Consider Apportioning Costs between Zones – Durwyn Liley, 30th September 2013.

⁴ 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.

⁵ <http://jncc.defra.gov.uk/protectedsites/sacselection/sac.asp?EUCode=UK0030107>

a full contribution to achieving Favourable Conservation Status of each of the qualifying features.

Subject to natural change, to maintain or restore:

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

Qualifying Features:

H4030. European dry heaths

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

4.0 Objectives of the Partnership

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.

The objectives of the Cannock Chase SAC Partnership are to secure measures to avoid or mitigate for the effects of development⁶ by:

- Avoiding the deterioration of the qualifying features for which the Cannock Chase SAC has been designated (see Qualifying Features in section 3.0) and enabling the sustainable development of the area.
- Conserving the Cannock Chase SAC by contributing towards 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.⁷

⁶ Housing and other development such as tourist accommodation which requires HRA and would have an impact on the SAC.

⁷ The SAC mitigation proposals (SAMMM) sit within the wider AONB Visitor Management Strategy.

5.0 Key Commitments

The Partnership:

- 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 CIL charging process on the basis that from the date of this MOU, contributions will only be sought from residential developments within the 0-8km zone as shown in Map 1.
- d) Agree that from the date of this MOU, appropriate assessment of housing proposals within the 0-15km zone 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 within the 0-8km zone where the applicant does not agree contributions.
- e) Will develop, agree and monitor a 15 year programme of mitigation for Cannock Chase SAC as set out in the SAMMM and based on the delivery of 8,495 houses. The effectiveness of the SAMMM mitigation proposals will be reviewed on a 5 year basis as part of the MOU review.
- f) Will on an annual basis monitor housing delivery numbers on which the current mitigation actions in the SAMMM are based. (78,000⁸ in the 0-15km zone and 8,495⁹ in the 0-8km zone). A review of the MOU and SAMMM will be triggered if the annual review indicates that either of these figures are being approached.
- g) Will work closely with 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 SAMMM. The details of these arrangements will be set out in a legally binding financial agreement between the contributing Partner Authorities and the host Partner Authority. The level of contributions from each Partner Authority towards the SAMMM whilst this MOU is in force is considered in Appendix 1 and will be monitored annually by agreement of the Partnership.

The finance agreement shall contain provisions to deal with the following

⁸ Cannock Chase SAC Visitor Impacts Mitigation Report – Footprint Ecology, February 2013

⁹ The remaining number to come forward in the 0-8km Zone of Payment.

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 Officer and Visitor Engagement Officer;
 - An indemnity from the other Partner Authorities in favour of the employing Partner Authority in relation to the costs of employing the SAC Project Officer and Visitor Engagement Officer, 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
- j) Will agree a protocol for decision making on spending the developer contributions based on the mitigation plan (SAMMM).

6.0 Roles and Responsibilities

Although only Competent Authorities have statutory responsibilities, it is necessary that other advisory bodies and landowners participate in the management of the site.

The governance of the project will be determined through the Terms of Reference (Appendix 3).

7.0 Governance

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, 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 once in post. 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 3¹⁰.
- Cannock Chase SAC Project Group will meet quarterly or as required, to coordinate and quality assure project delivery, ie what is being delivered, where, when and by whom to avoid duplication of effort. This Group will be and supported by the Cannock Chase SAC Project Officer once in post, 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 3¹¹.

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

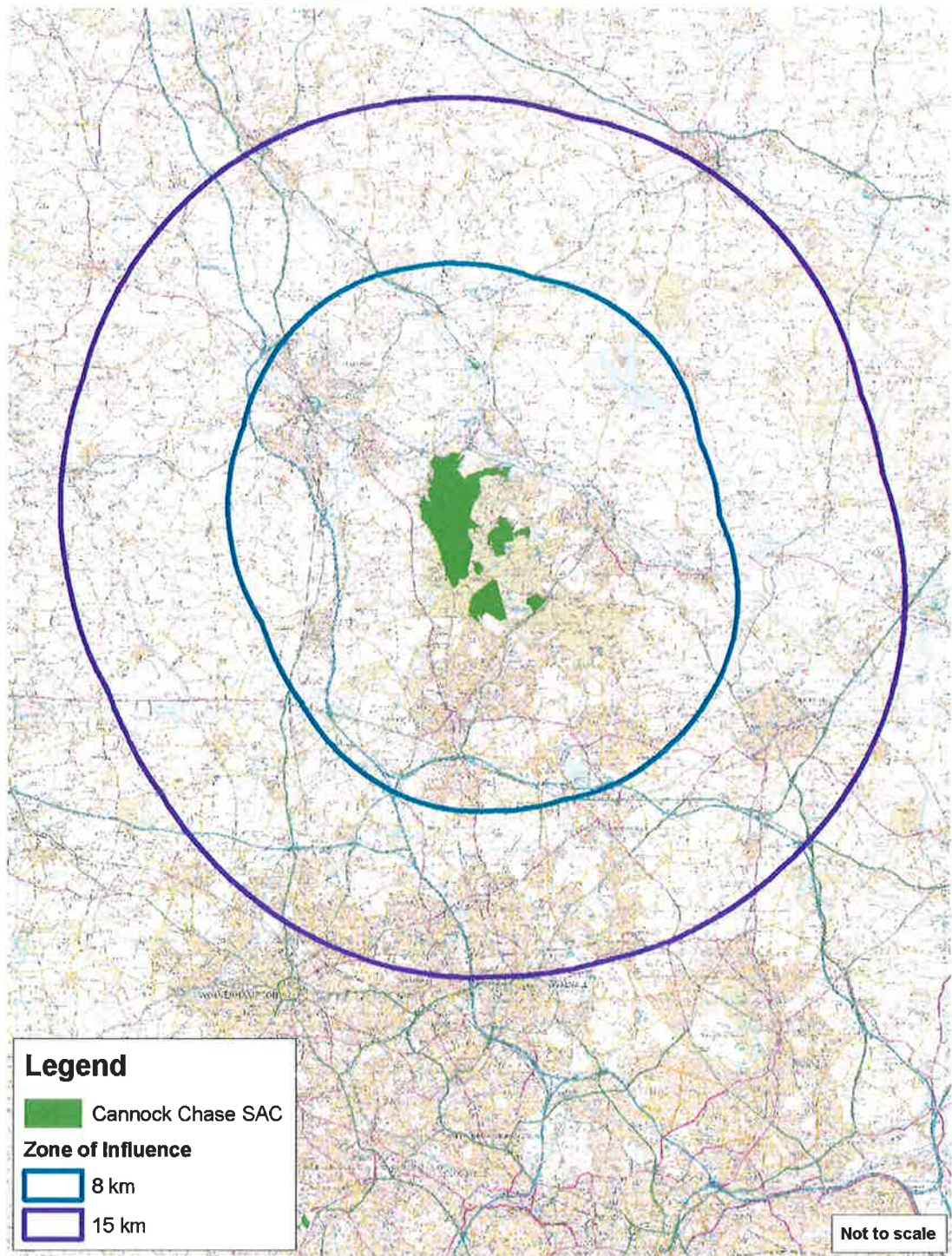
¹¹ Terms of Reference including membership and voting powers agreed through supporting documents at Appendix 3.

8.0 Commencement and Termination

This MoU will take effect when it has been signed by all Parties. 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 Parties. A Partnership member may withdraw from the Partnership at any time by giving 12 months notice in writing to all Parties.

Map 1

Cannock Chase SAC Zones of Influence



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The Level of Contributions

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 Local Plans over their Relevant Period is £1.97 million. The details of this programme are provided in the SAMMM at Appendix 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.

The total cost of the SAMMM has been divided between the Partner Authorities in proportion to the number of homes proposed within 0-8km of Cannock Chase SAC during the relevant period (as shown in Map 1). The table below sets out the housing numbers, percentage split and proportion of funding each Partner Authority within the 0-8km Zone of Payment is required to contribute.

Table 1

Local Authority in 0-8km Zone of Cannock Chase SAC	Housing numbers proposed in 0-8km zone	Percentage (%) of total housing delivery	Proportion of SAMMM cost requirement per authority (over housing related plan period)	Monies already collected or committed	Monies left to collect for SAMM delivery
South Staffordshire Council	150	1.8	£34,785	£0	£34,785
Cannock Chase District Council	1700	20.0	£394,232	£20,000	£374,232
Lichfield District Council	1715	20.2	£397,710	£96,500	£301,210
Stafford Borough Council	4900	57.7	£1,136,315	£487,315	£649,000
East Staffordshire Borough Council	30	0.4	£6,957	£0	£6,957
Walsall Metropolitan Borough Council	0	0.0	£0	£0	£0
TOTAL	8495				

(April 2015)

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

It is at the discretion of individual Partner Authorities within the 0-8km Zone of Payment how to collect their total contribution. These details are included in each individual authority's 'Guidance to Mitigate the Impact of New Residential Development'. This document and the calculations it contains may be subject to review. Other types of development and windfall housing sites not included in the

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calculations within the aforementioned Guidance have the potential to impact upon the 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 SAMMM will be monitored and may be reviewed and rates recalculated when the MOU is reviewed.

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.

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 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.

The current mitigation programme relates to the delivery of 78,000 homes within the 0-15km Zone of Influence and 8,495 homes within the 0-8km Zone of Payment with a start date of 1st April 2011. Monitoring of housing delivery numbers will be undertaken on an annual basis. Where monitoring shows that delivery of either of these housing targets is being approached, a review of this MOU will be triggered and new housing targets and new mitigation measures will be considered.

Strategic Access Management and Monitoring Measures

The following table of mitigation measures and estimated costings has been prepared by Natural England in collaboration with the Cannock Chase SAC Partnership to set out proposed Strategic Access Management and Monitoring Measures (SAMMM) relating to Cannock Chase SAC.

SAMMM Measure	Cost £000	Duration	Explanatory comments
Project initiation: business plan; agreement of partner responsibilities (Memorandum); recruitment of project staff.	50	Year 0	A simple assumption that there is a cost in employing the Lichfield DC project team for project initiation.
Staff: one full-time project manager and one full-time visitor engagement officer	1400	Years 1 to 10	Project manager £40k salary plus overheads = £80K. Engagement officer salary £30K, plus overheads = £60K. Costs dependent on managing body. These staff set up and manage all consultancy and other contracts, and undertake all engagement work above
Engagement of three of four key sectors: walkers and dog walkers; cyclists; horse riders. Development of volunteering and education programmes. Promotional and interpretation material	30	Years 1 to 10	Cost here only includes the promotional and interpretation material, which would consist largely of web-based material. The other cost of sector engagement is staff time and is adequately built into the figures below
Strategies: an overarching strategy for visitors and nested strategies for car parking, track and footpath management and each visitor sector, plus a monitoring strategy	135	Years 2 & 3	Consultancy costs. Overarching strategy including monitoring £50K, car parking £40K, each of three visitor sectors £15K.
Physical management: improvement of paths and tracks; implementation of parking plan; way marking and on-site interpretation panels	255	Years 1 to 15	Contract costs. Paths and tracks: quoted cost £10 per m; 1km a year for 10 years; followed by 100m a year for 5 years. Assume implementation of a parking plan will be cost neutral (funded by car park charges) for car park closures. Allow approx. £100k for car park construction or modification (see note below). Panels and way marking £50K.
Monitoring	100	Years 4 to 15	Consultancy costs. Two repeats of the aerial survey of paths and tracks, £10K each to include ground truthing and targeted biological monitoring as necessary. Two visitor surveys 40K each.
SAMM Total	1,970	Years 1-15	

Terms of Reference

Terms of Reference

Cannock Chase SAC Joint Strategic Board

1.0 Introduction

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 and enhance the SAC, promote its understanding and appreciation to help to deliver sustainable development.

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.

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

Definition

The Habitats Regulations distinguish between Competent and Relevant Authorities:

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

Relevant Authorities are those Competent Authorities which have powers or functions which have, or could have an impact on the SAC.

Each Relevant Authority is individually responsible for meeting its duties under the Habitats Regulations. However by jointly preparing, implementing and reviewing the Strategic Access Management and Monitoring Measures (SAMMM), it is anticipated that the Relevant 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 Relevant 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 Relevant Authorities contribute to the implementation of the mitigation measures.

3.0 Composition

The membership of the JSB will comprise representatives of all of the Relevant 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 officer or their officer representative from each of the Relevant Authorities. Additional representatives may attend at the discretion of the Chairman.

4.0 Board Structure and Procedures

- No Relevant 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;
- Meetings of the Board will be chaired by each Relevant Authority in turn.
- Officer support and secretariat services will be provided by the Cannock Chase SAC Project Officer (as defined in the SAMMM) once in post. The current administrative situation will continue until the Project Officer is in post.
- Agendas, reports and minutes of meetings will be circulated to relevant stakeholders.
- 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 (when in post) will not be 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

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.
- Will oversee the development, implementation and monitoring of the SAMM, and agree an annual work programme and milestones based upon future projections in order to work towards achieving the Conservation Objectives for the SAC.
- 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 once in post or the officer undertaking this role in the interim.
- Will assess projects outside the SAMMM 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.

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- Will act on behalf of the Partnership organisations in commissioning studies, surveys and reports or other work on relevant matters, 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

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 and enhance the SAC, promote its understanding and appreciation to help to deliver sustainable development.

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.

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

Definition

The Habitats Regulations distinguish between Competent and Relevant Authorities:

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

Relevant Authorities are those Competent Authorities which have powers or functions which have, or could have an impact on the SAC.

Each Relevant Authority is individually responsible for meeting its duties under the Habitats Regulations. However by jointly preparing, implementing and reviewing the Strategic Access Management and Monitoring Measures (SAMMM), it is anticipated that the Relevant 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 Relevant 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 Relevant Authorities contribute to the implementation of the mitigation measures.

3.0 Composition

The membership of the Project Group will comprise all of the Relevant 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 Relevant 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 Relevant Authority in turn.
- Officer support and secretariat services will be provided by Cannock Chase SAC Project Officer (as defined in the SAMMM) once in post. The current administrative situation will continue until the Project Officer is 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 SAMMM that body is not entitled to vote on that item
- Voting rights are limited to the Relevant Authorities, one vote per full member authority.
- The Cannock Chase SAC Project Officer (when in post) 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

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 SAMMM
- 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 31st March prepared by the Cannock Chase SAC Project Officer (once in post), 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 SAMMM can be proved to provide greater or additional mitigation to those within the SAMMM.
- 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.

Signatories:

For Cannock Chase District Council

Name: Aupers JUDITH AUPERS

Position: HEAD OF GOVERNANCE / AUTHORIZED OFFICER

For East Staffordshire Borough Council

Name: SAL KHAN

Position: HEAD OF SERVICE

Name: Julia Jessel

Position: COUNCILLOR / CABINET MEMBER PLANNING & NEIGHBOURHOODS

For Lichfield District Council

Name: RICHARD KING

Position: STRATEGIC DIRECTOR

Name: Jan M. P...

Position: COUNCILLOR

For South Staffordshire District Council

Name: ROBERT MCCARDLE

Position: COUNCILLOR - CABINET MEMBER STRATEGIC SERVICES

Name: Andy Johnson

Position: DIRECTOR (PLANNING & STRATEGIC SERVICES)

For Stafford Borough Council

Name: Nancy Heath

Position: Councillor / cabinet member Planning & Regeneration

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For Wolverhampton City Council

Name: D. P. Schward D.A. Wilson

Position: Service Director Cabinet Member
City Assets. City Assets

For Staffordshire County Council

Name: Ian Wyles

Position: Commissioner for the Rural County

Date on final signatory: 12th May 2016