

Mr Fred Davies
Acting SWJCS Project Officer

Your ref:
Our ref:

DRAFT

Date:

Dear Fred

Natural England/JCS Planning Team/WCC Planning and Directorate collaboration on the Green Infrastructure strategy for South Worcestershire.

Thank you for your helpful note of our meeting of November 26 at County Hall.

Having sought to shape the FM GI study and advised on the treatment of GI in the preferred options consultation, Natural England would wish to act in concert, to help you turn quality evidence and policy intent into the GI products needed to deliver this aspect of the core strategy. To that end I am pleased to offer some dedicated time from Hayley Pankhurst, our Environmental Planner for Herefordshire and Worcestershire, to work alongside your Team and County Council colleagues.

The time will be used to apply the WCC (and WBRC) biodiversity, landscape and historic environment information systems, to construct a fit for purpose GI evidence base and spatial prescription for the SWJCS Submission Document. This arrangement relies on WCC staff support for Geographical Information analysis (GIA) purposes, which is presently secure only until March 2009, but hopefully for longer. The sequence of work will address the major settlements with proposed urban extensions first, then the wider spectrum of development site allocations/site briefs and lastly the rest of the plan area. The scope will cover the extant GI assets and desired future GI assets (quantity, quality, spatial relationships and functions).

The working proposal is as follows:

NE to provide the services of Hayley Pankhurst for 1 day a fortnight starting January 2009, to work with the JCS Planning Team, initially for six months. This time will also contribute material for a Dissertation for her ongoing Masters degree.

SWJCS Team to provide office space and equipment within the Worcester Council Offices. (This does not constitute a second work station for HP wrt travel and subsistence).

WCC Planning Directorate to provide a) casual staff support for GIA purposes wrt the Habitat Inventory and Landscape Character Assessment b) occasional access to technical/functional specialist advice.

All parties, and other key contributors such as the Worcestershire Wildlife Trust, will meet formally to ensure close liaison on the scoping and conduct of the work. This could be the precursor for a GI Delivery Group at a later stage.

All parties will seek to access further funding to enable the key GI milestones for the forward planning process and to achieve a GI blueprint for the whole plan area by the end of FY 2010/11.

We look forward to a productive working relationship with your Team and the County Council on this vital area of mutual interest.

Yours sincerely

MG July
Senior Specialist Government and Communities

Cc Dale Bristow WCC

SWJCS Green Infrastructure Strategy (GI Strategy) proposed delivery plan to be undertaken by SW Planning Authorities, WCC Planning Directorate, Natural England, Worcestershire Wildlife Trust

31.01.09

Introduction and background

The three District Council's in South Worcestershire are working together to produce a Joint Core Strategy – the SWJCS. This will allow Worcester City's housing allocations as a Growth Point, and the growth needs of other settlements to be more strategically and sustainably distributed. The core strategy Issues and Options consultation took place in September 2007, followed a year later by Preferred Options. The Preferred Options Paper defined preferred locations for growth, gave approximate numbers of houses and hectares of employment land in each location and included overarching policies. The 'Green Infrastructure and Biodiversity' and 'Open Space' policies are material to strategy development. A series of public consultation events are currently underway, with road-shows in the identified locations for growth. A finalised pre-submission document must be finished in April 2009, allowing time for a final consultation with key stakeholders. The finished SWJCS will be submitted to the Secretary of State in April 2010, go to Examination in Public (EiP) August 2010 and, all being well, be adopted February 2011.

The Worcester Growth Point is required by DCLG to produce a GI Strategy as a part of its evidence base and received funding for this purpose from central government. In 2007 Faber Maunsell were commissioned to produce a GI Strategy for the Worcester growth point. Although this strategy does provide a starting point, taken on its own it does not provide the evidence needed to support the SWJCS's Green Infrastructure policy. Fundamentally, it only covers Worcester City and the surrounding 6km, and so does not provide evidence in South Worcestershire's other locations for growth, including for example Great Malvern, Droitwich and Evesham. The strategy also met with some criticism from stakeholders, who do not feel they were not fully consulted and believe that the strategy's evidence, methodology and conclusions are less useful as a result.

This proposed delivery plan is suggested as a way of filling and strengthening the existing evidence gap to support the SWJCS's policy on Green Infrastructure followed by preparation of a detailed Green Infrastructure Supplementary Planning Document after the SWJCS has been adopted.

Where we are now?

Essentially, we know the locations for growth being considered and have identified the main environmental constraints and 'show stoppers' for each locality. We also have a lot of the background information on environmental assets and their condition and values needed to base broad recommendations and conclusions about what wish local green infrastructure networks to look like and to deliver. There is a growing body of advice in being or in preparation to guide GI Strategy development and delivery in the West Midlands.

Where do we go from here?

Due to the extremely tight timescale for the pre-submission stage (mid-April 2009) it is impossible to research and produce a south Worcestershire-wide GI Strategy in the ideal way, this document therefore proposes a three stage approach:

Stage A Science and evidence – identification of existing green infrastructure assets (the what and where), evaluation and judgements as to what's important and preliminary assessments of the condition of these assets. This stage is mostly complete, albeit in a variety of forms (see below). The core of knowledge gathering is for biodiversity (habitats and key species), landscape character and historic heritage, supplemented by access and recreation.

Stage B A GI 'toolkit' or 'manifesto' – This stage will pull together and summarise the information from Stage A, present it in a clear, concise and user friendly format and provide broad conclusions and outline prescriptions, including indicative/illustrative maps, as to what GI we would want to see where, and how an overall GI network might best function. Stage B will make reference to and seek alignments with existing local policy and strategy for the conservation and use of GI assets. Fundamentally, this work needs to provide the right evidence to make the SWJCS's GI policy sound and ensure the policy hooks are in place to deliver Stage C. To be completed by mid-April 2009.

Stage C A Supplementary Planning Document providing a detailed blueprint for GI delivery in South Worcestershire – essentially detailing what we want to see and where, with justification. Likely to require a detailed map. To be completed after the SWJCS has been successfully adopted. Timing and delivery options should be discussed soon.

Assembling the GI toolkit or manifesto

Stage A is nearly complete, with contributions from all parties except Natural England. The SWJCS team have commissioned a number of studies with a direct relevance to Green Infrastructure. These are as follows:

- Faber Maunsell's *Green Infrastructure Strategy* produced July 2007 covers the Worcester growth point, i.e. Worcester city itself and 6km around it;
- The *South Worcestershire Public Open Space Alignment Study* produced May 2007 pulled together the PPG17 open space audits conducted by each District;
- Faber Maunsell's January 2008 *Environmental Constraints Study* provides an overview of key water issues relating to flooding, wastewater disposal, sewage treatment, water resources and water supply. Intending to identify constraints and ensure proposed development would not overwhelm existing infrastructure and habitats and species would not be adversely affected without appropriate mitigation;
- Worcestershire Historic Environment Group's *Green Infrastructure: Historic environment statement for SWJCS*;
- Worcestershire Wildlife Trust's *Green Infrastructure Study for the Growth Areas – A desktop site analysis*.

Evidence on preferred locations for growth being considered includes:

- The Strategic Housing Land Availability Assessment dated October 2008;
- The Preferred Options Paper consulted on in September 2007;
- The January 2009 update on preferred locations for growth.

Relevant emerging evidence includes:

- Strategic Flood Risk Assessment?
- Water Cycle Study/Strategy?

Taking the above as the starting point, it is proposed that Stage B is subdivided into three main sections.

B.1 - Summarising and interpreting the work carried out for Stage A. Completion February 27 2009.

Providing links to existing documents rather than repeating. It would be logical to produce standardised maps and summary statistics as geographical information layers showing existing assets, such as key habitats, designated sites, country parks, historic environment records and possibly obvious linear features such as watercourses. This would also help to move on to B.2.

B.2 – Locality based green infrastructure

This stage would focus on the general locations for growth and their contextual settings, such as the Great Malvern area. For each locality, we would define what GI assets make it special and are important, for example in the Great Malvern area this might be the AONB landscape with open access, commons and the hedgerow pattern. This then underpins consideration of what assets/features and functions a GI strategy must encompass by a combination of protecting, maintaining condition/values, enhancing condition/values, creating new assets and critically, linking assets in each locality. These conclusions and their justification would be captured in a text form, reducing the need for extensive mapping at this stage.

This evidence would be the base for more detailed consideration under Stage C and would also have an important role in influencing development coming forward in advance of a detailed SPD.

B.3 – The wider green infrastructure network

Once we have an agreed understanding of what's important in each locality and what the form and priorities for green infrastructure in that locality are, some thinking is needed about the wider green infrastructure network i.e. around and between the localities. This would be done by considering generic themes. These could be based around habitat types such as woodlands, freshwater and/or follow the thematic headlines set out in the Faber Maunsell Strategy. Employing the conclusions for B.2, we would start to build up an understanding and consensus as to where connections may be and what form they may take, thus starting to shape the design of the District-wide green infrastructure network. For example, we may decide that existing commons to the south east of Great Malvern should be buffered and linked. Again, these conclusions and their justification would be captured in text form. By avoiding putting lines on maps we would not be predicting any choices and outcomes of Stage C or limiting future flexibility. However, it is desirable to give enough of a steer to avoid built development being located where it will impair a vital connecting link, be it for ecological, access or other reasons. Thus, it would be beneficial to name illustrative examples, such as 'the River Severn corridor between Worcester and Upton upon Severn', 'watercourses east of Great Malvern' or 'woodland to the north of

Pershore'. This may also include illustrative diagrams. Ideally examples should be diverse to avoid restricting Stage C and show the range of options for delivery, and might be based around the settlement hierarchy presented in the Preferred Options Paper.

How will this work be delivered?

Natural England's Environmental Planner for Herefordshire and Worcestershire, Hayley Pankhurst (HP) will act as a facilitator/coordinator and main author for this process, working alongside named personnel (to be cited) doing technical and advisory roles in Worcestershire County Council and elsewhere.

Stages B.2 and B.3 require the input of the following as an informal project team, inputting time and knowledge. Due to the time pressures of the project and to use time most efficiently, it is proposed to hold workshops over two days, day one on B.2 and day two on B.3. The mapping element of B.1 would be completed by the end of February in order to inform the workshops. HP would produce a first draft of our report and secure consultees' inputs. The workshops would have to be held early March, allowing time to draft the report, consult with workshop attendees and absent key stakeholders, and finalise the document.

Partners who could/should participate in the GI workshops are:

- Worcestershire County Council planners – likely to be Dale Bristow and Martyn Wilson;
- Worcestershire County Council ecologists;
- Worcestershire County Council landscape officers;
- WCC Geographical Information System technicians
- Worcestershire Wildlife Trust – likely to be Steve Bloomfield;
- Worcestershire Archaeology Service;
- Forestry Commission; ?
- Other Natural England staff, as and when relevant;
- Representatives of the SWJCS team;
- Relevant officers from Malvern Hills District Council, Worcester City Council and Wychavon District Council, regarding ecology, trees and woodland, landscape and the historic environment.

Resource needs for stage B

- Time and skills required to produce maps to inform workshops.
 - Ideally a computer with the key GIS base evidence on-hand during workshops.
 - Partners' time - and brain power - to attend workshops.
 - Someone with very good admin skills to record our discussions and conclusions.
 - Possibly some form of Dictaphone to record discussions.
 - Further partners time to read and agree draft reports.
- Funding – to date, there is £6k from the Worcs Biodiversity Partnership and £ k from WCC Planning Directorate for asset mapping and analysis by Rose

If we are running this work on a project basis, we should quantify the expected time requirements from the participants to avoid misunderstandings.... as below

NE staff time

SWJCS staff time.....

WCC staff time.....

WWT staff time.....

It would be desirable to build in time for 1- 2 formal meetings of all parties to assess progress outside the technical activity

The green infrastructure policy

In tandem, the Core Strategy's GI policy needs to be further developed, ensuring the policy hooks are in place to secure delivery of a GI SPD and, vitally, to secure GI delivery by developers. In order to deliver effective multi-functional GI, the requirements on developers need to be clear. One option would be to approach GI in a similar way to affordable housing, whereby developments of a certain size are required to deliver a certain amount. Existing policies and standards could help to achieve this, such as ANGST, the six-acre standard for playing fields and Natural England's green test for developments. There is a need to research how other authorities are securing GI, particularly those with adopted Core Strategies. This process should be led by the SWJCS team, but HP or Ruth Metcalfe at NE may be able to provide assistance.

Hayley Pankhurst and Mark July (NE)

Appendix 1

Additional existing or emerging information which has/should have informed Stage A

- The Regional *Landscapes for Living* biodiversity opportunity map;
- The emerging Worcestershire Biodiversity Opportunity Map;
- Worcestershire's Biodiversity Action Plan;
- Worcestershire's Habitat Inventory;
- Local Biological Records data;
- SSSI condition data from Natural England;
- Landscape Character Areas and their condition assessments;

- Worcestershire's Landscape Character Assessment;
- The Historic Environment Record;
- The emerging Historic Environment Assessment, combining LCA's with Historic Environment Records;
- Historic maps;
- Aerial photographs;
- Maps of soils and geology;
- Maps of areas of deprivation;
- Worcestershire's Countryside Access and Recreation Strategy;
- Maps of Public Rights of Way;
- Public Rights of Way Improvement Plans;
- Local Walking the Way to Health initiatives;
- Information about local Country Parks;
- Information about the Areas of Outstanding Natural Beauty.

**Agenda for Green Infrastructure meeting
20th February**

- Current situation/work tasks
 - GI Strategy – Hayley Pankhurst working on developing this
 - Analysing Core Strategy responses – have tried to do this for GI and made track changes of what people suggested but there are some comments that I wasn't sure what they meant so need to look at these in more detail to make a response.
 - Still to look at open space comments in detail
- Look into how to combine GI/Open space policies
 - see what suggestions we need to make from consultee responses?
- Do we need to set an overall target for the provision of GI (to include open space provision) or does this need to be set in future policy documents?
- AOB?

SWJCS Green Infrastructure Strategy (GI Strategy) proposed delivery plan to be undertaken by SW Planning Authorities, WCC Planning Directorate, Natural England, Worcestershire Wildlife Trust

03.03.09

Introduction and background

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Where do we go from here?

Timescales

- The wording in the Core Strategy needs to be finalised by mid-April 2009 (wording includes the supporting text and policy).
- Any emerging evidence which will fundamentally impact this policy must also come forward by mid-April.
- More detailed evidence which directly underpins the Core Strategy wording can come forward after the mid-April deadline, but must be finished by July at the latest to allow its presentation as a part of the pre-submission document.
- The finalised evidence base must be in place before October if it's to be considered as part of the Examination in Public.

Due to the extremely tight timescale for the pre-submission stage (mid-April 2009) it is impossible to research and produce a south Worcestershire-wide GI Strategy in the ideal way, this document therefore proposes a staged approach:

Stage A: Policy preparation

The SWJCS officers (Lindsay Wood and Andy Ford) are combining their existing draft policies on “green infrastructure and biodiversity” and “open space”, also taking into account consultation responses on these policies. Ideally this policy will be re-drafted within the next fortnight, allowing a short period of consultation with key partners. The Thursday 5th March.

The key here is to ensure the policy hooks are in place to secure delivery of a Green Infrastructure Framework and, vitally, to secure GI delivery by developers. In order to deliver effective multi-functional GI, the requirements on developers need to be clear. One option would be to approach GI in a similar way to affordable housing, whereby developments of a certain size are required to deliver a certain amount. Existing policies and standards could help to achieve this, such as ANGST, the six-acre standard for playing fields, Natural England's green test for new developments and the ecotowns standard (40% open space of which 50% is accessible). There is a need to research how other authorities are securing GI, particularly those with adopted Core Strategies. This process should be led by the SWJCS team, but HP (or Ruth Metcalfe at NE through HP) will provide assistance.

Stage B: Proforma

This Stage will be carried out in tandem with Stage A.

A lot of the data needed is already out there, albeit in a variety of forms. The core of the data already gathered is around biodiversity, landscape character and historic heritage, and key data holders/partners from these subjects are already involved in the GI project. There is however a need to gather data around other elements of green infrastructure, including access, recreation and tourism and natural processes. This data will be gathered by sending a proforma to key data owners.

A draft proforma has been produced by WCC in consultation with NE. The intention is to finalise the proforma by the end of this week (Friday 6th March) and send to the following identified contacts:

- Access, Recreation, Tourism – Andy Maginnis (Worcestershire Countryside Services), Ed Dursley (Transport)
- Natural processes – Steve Bloomfield (Worcestershire Wildlife Trust), Tom Richards (Herefordshire and Worcestershire Earth Heritage Trust), Environment Agency contact tbc (likely to be Mark Davies, Rachel Forrester or Grady McLean)
- Structural greenspace – Landscape and conservation officers from each District tbc

The main findings from the proforma must be collated before the mid-April deadline. There are two reasons for this. Firstly, we need to confirm that the draft Core Strategy wording is appropriate. HP (and WCC?) will collate relevant findings and present to the SWJCS team in an informal way.

Secondly, in conjunction with the Core Strategy wording, information is needed to inform engagement with developers around the viability of site delivery, scheduled for April-May. There is therefore a need to specify what's important in each of the identified preferred locations for growth by mid-April in order to front-load considerations around site delivery. The simplest way to do this may be the production of a bullet-point list collating key green infrastructure elements which we would wish to see promoted for each preferred location for growth, drawing upon existing information e.g. the Wildlife Trust's desktop assessment of biodiversity interests at each site, the Historic Environmental Record, plus information coming forward from the proforma. A small steering group will be set up to make any necessary decisions to inform this list. This list would be site specific, with a focus upon listing functions to be promoted as identified from the existing resource, and would therefore **not** consider delivery of wider networks and would **not** present information spatially.

Stage C: Interim Evidence Report

Existing evidence, responses to the proforma and the information which comes forward from it will form the basis of an Interim Evidence Report. It will essentially be a stop-gap measure intended to show progress and confirm future work and will be presented to Council Members to confirm that the draft policy is appropriate and to present evidence of the ongoing progression of the green infrastructure Evidence Base. It must therefore be finished before July to allow its presentation to Council Members along with the pre-submission Core Strategy.

HP will produce a first draft of this report by June then consult with other key partners. The report will essentially flesh out the site specific lists as described above and start to identify wider networks. It may include maps of existing resource and/or fuzzy-edged impressions of networks, if achievable within the timeframe. These would be produced by WCC.

Stage D: The Green Infrastructure Framework

This is the detailed Evidence Base report for what green infrastructure we want and where. It will present information on what we want to see delivered on each major development

site and how we want existing and new green infrastructure nodes to connect up, i.e. the network.

Existing information and information coming forward from the proforma will inform decisions. This will involve GIS analysis, which WCC intend to undertake. Exact details tbc, but it is considered likely that this will involve:

- Mapping existing resource;
- Mapping existing networks;
- Identifying/mapping deficits;
- Identifying key “intervention” areas for GI promotion, possibly on a themed basis.

A steering group will be established to make the main decisions regarding intervention zones. This steering group is likely to involve existing partners (WCC, NE, WT, Archaeology Service) and partners coming forward through Stage B.

A draft report will be produced by HP (tbc) in consultation with WCC. A finalised version will be completed by September for consideration with the SWJCS team before October.

Hayley Pankhurst (NE)

Appendix A

Green Infrastructure Consultation Proforma (March 2009)

Actions from 3rd April Green Infrastructure meeting with Fred and Hayley, Vaughan, Martyn, Phil

By mid May we will produce:

1. Two maps of the SW districts showing the environmental characterisation themes of landscape character and biodiversity and subject to the assistance of colleagues in Archaeology, a third map for the Historic Environment. *Vaughan to co-ordinate.*
2. For each map there will be an initial strategic assessment of the opportunities for environmental gain for that respective theme. *Vaughan to co-ordinate*
3. Consideration will be given to developing and applying a methodology for the integration of the three maps into a single map that shows the beginnings of a green infrastructure network. *Vaughan to co-ordinate*
4. For the approx 15 strategic sites identified within the SWJCS a briefing sheet of the landscape, biodiversity and historic environment constraints and opportunities will be prepared. This will follow the format produced by Hayley. These briefing sheets will be used by Fred to inform his discussions with developers regarding what will be the minimum expectations for each of the sites. Fred will provide Vaughan a list of the sites. *Vaughan to co-ordinate*
5. Hayley will follow up the proforma submissions she has received with a view to following a similar approach as above for each of the other themes.
6. Hayley will organise a meeting for Tuesday 28th April to review progress in the production of the District wide maps. Strategic Planning and Environmental Policy team will prepare a briefing sheet to be tabled at the meeting for the West of Worcester as an example of how we anticipate to go forward.
7. Hayley's point of contact in the Strategic Planning and Environmental Policy Team will be Martyn

Other GI matters.

- Following comments from Natural England and Forestry Commission, Martyn has completed the *Planning for Landscape Character, Biodiversity and Historic Environment in GI paper.*
- This paper will now be sent to the Districts and to those theme leads identified via feedback to Hayleys profomas. Theme leads will then be invited to add to the paper with information relating to their theme area.
- Strategic Planning and Environmental Policy team members are meeting with Wyre Forest District Council planners in April with a view to helping them plan for GI. It is anticipated that a similar approach to that being employed for South Worcestershire will be followed.

Review progress on these actions: 20th April

Dale
3rd April 2009

SWJCS Green Infrastructure Update

28.04.09

1) Access/movement/recreation/tourism

- HP met Ed Dursley and Rachel Datlen on behalf of Andy Maginnis 15 April to further explain project.
- ED and RD agreed to provide 'quality assurance' role on working lists, once populated by HP.
- Confirmed information on existing assets needed for thematic maps already exists on WCC GIS (Arcmap).
- No resource to collate thematic map – suggested PEP may be able to do this.
- DB is considering whether this would be possible.
- Is additional information needed on tourism, and if so, where might this come from?

2) Geodiversity

- Tom Richards from the Earth Heritage Trust has agreed to populate the working lists with geodiversity information and to produce a thematic map by end of June. Detail of what this will contain tbc and will depend on funding, below.
- Funding is an issue, as contributing to this project would divert staff effort and may require additional digitisation of information as needed. Is there any funding available for this work?

3) Structural greenspace

- Have we agreed a definition?
- Do we need to include this on the working lists?
- Where will this information come from?
- What role does this have on the thematic maps?
- Who will complete?

Actions from 15 June 2009 South Worcestershire Green Infrastructure meeting

Attendees:

Hayley Pankhurst
Dale Bristow
Martyn Wilson
Andy Ford
Adam Mindykowski
James Dinn
Steve Bloomfield
Rachel Datlen

Apologies:

Fred Davies

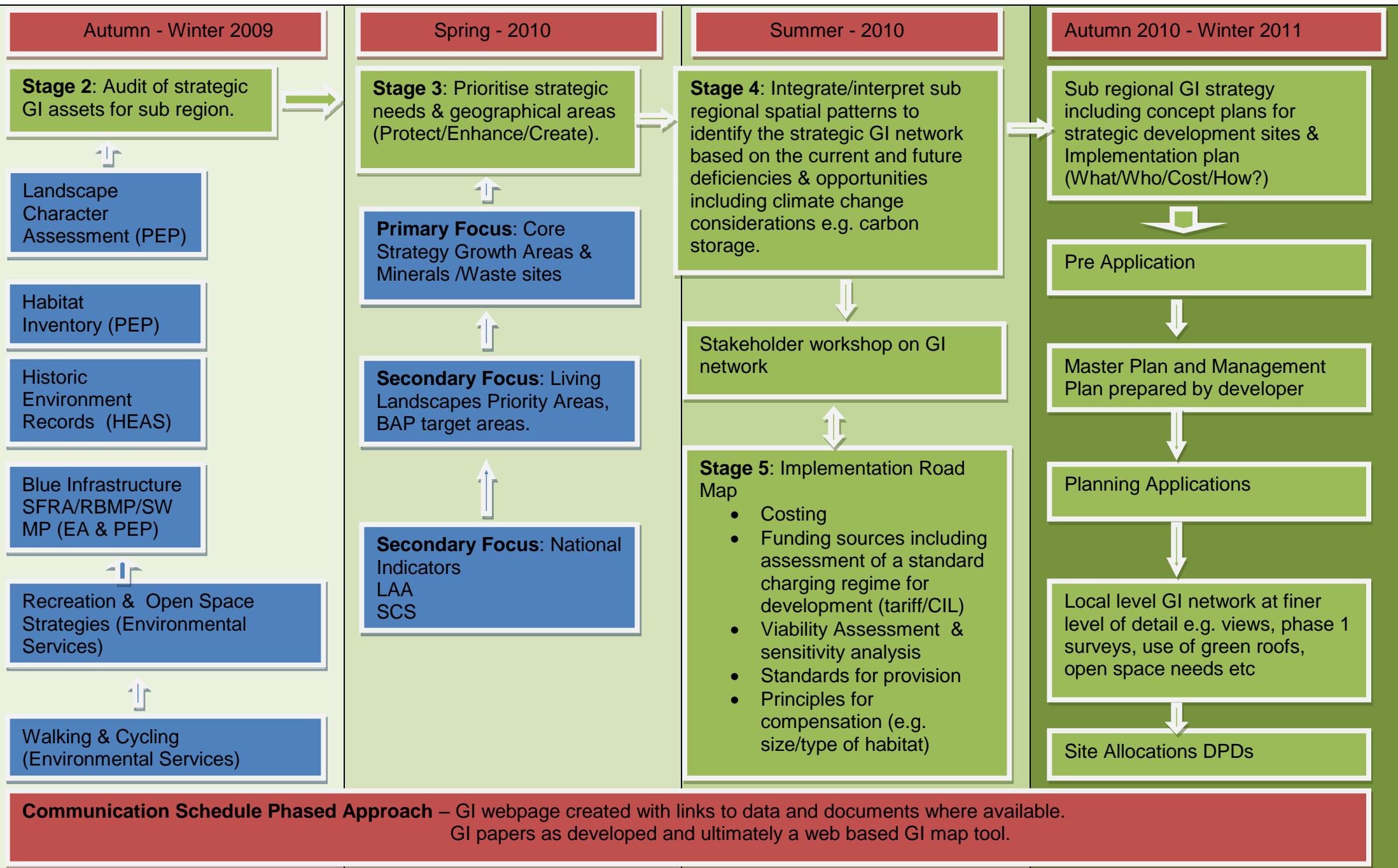
ASAP:

- HP to confirm July deadline date with Fred and inform group
- Andy Ford to pass PPG17 audit to HP
- HP to create and circulate a template for explanatory cover reports to accompany thematic maps, to reflect the Faber Maunsell Study
- HP to confirm when NE's potential £15k budget would need to be spent by, what process we would have to go through to get this money, and whether it could be used for a county wide project

By next meeting:

(HP to confirm date)

- Maps for each theme to be complete
 - Access, recreation and movement – HP with quality assurance by Rachel Datlen, Steve Harrison, Ed Dursley and others as needed
 - Historic environment – Adam Mindykowski and associates
 - Biodiversity – Vaughan Grantham and team
 - Landscape – Vaughan Grantham and team
 - Geodiversity – Tom Richards integrating into landscape and biodiversity
 - Hydrology – to come from the SFRA and WCS when available
- Cover reports to accompany thematic maps to be complete
 - To be completed by people as above
- Maps and reports to be reviewed at next meeting



Diagrammatic Representation of Next Stages in Development of a Worcestershire GI Framework: For Information and Comment

N.B. Dates are indicative. References to stages are those stages identified on pg 19 of Version 1 of WCC's Green Infrastructure paper.

Accompanying notes to the systems diagram

The above diagram and accompanying notes have been prepared by Dale Bristow and Martyn Wilson - Worcestershire County Council, Strategic Planning & Environmental Policy Team (SPEP) – Sept 09.

1. The purpose of the project is to develop a sub regional GI strategy that can assist in the preparation of LDF's in planning for future levels of growth. The focus will therefore be on areas subject to growth but will also provide the opportunity to take a broader view of GI needs that could be addressed via other mechanisms e.g. Higher Level Stewardship.
2. Question: How can we give status to the GI work? At what stage in the process?
3. A key dependency for project success will be GIS compatibility between data sets and resource availability of the WCC GIS TEAM. No discussions have been held to date.
4. Stages 2 -4 with regard to the strategic landscape, biodiversity, historic and to some extent the blue infrastructure (water) can be undertaken by staff within the SPEP team and Historic Environment team of the County Council. In theory open space and recreation and walking and cycling could also be undertaken by staff at the CC but they have not to date engaged in this project. It is important that baseline data is of common standard and quality.
5. Stage 5 the implementation road map is an important stage, but one that could in theory be let to a consultant particularly as it would require skills not within the SPEP and Historic Environment teams in regard to charging regimes and associated viability assessments. If parties with a connection to the GI project could provide the seed money to undertake stage 5 this could show its value with a view to securing future funding as part of any wider County infrastructure tariff/levy. Stage 5 will be dependant on stage 4 being complete or at least nearing completion. Consultants capable of undertaking this work have yet to be identified.
6. It is suggested that future sub regional GI work is governed via a steering group to provide expertise and guidance in preparing a sub regional GI strategy consisting of various WCC officers, Wildlife Trust, Natural England, Environment Agency, FC, (NFU and HBF?) and officers from the District LPA's.
7. Stakeholder consultation workshops are envisaged following completion of stage 4 (and stage 5?) with invitees from British Waterways, National Trust, Earth Heritage Trust, BTCV, BRC amongst others with a view to checking accuracy but also to consider means of delivery at the local level.
8. GI is a complimentary piece of work and LPA's will remain responsible for their duties as set out within PPS9, 15 and 25 in the preparation of their Core Strategies.

9. The Comprehensive Area Assessment has identified inequalities (of an economic and social dimension) within the County as being an issue. An objective of the strategy should be to consider how to address any environmental inequalities that ay be identified in stage 4 e.g. making the countryside accessible for users from within deprived areas.
10. This sub regional approach once completed should then be undertaken at the local level, e.g. neighbourhood scale going into finer detail addressing issues as important views, street trees, and use of sustainable construction techniques like green roofs.

THIS MEMORANDUM OF AGREEMENT is made October 2009

BETWEEN

- (1) **NATURAL ENGLAND** of 1 East Parade, Sheffield, S1 2ET ("**Natural England**");
and
- (2) **Wychavon District Council** of Civic Centre, Queen Elizabeth Drive
Persnore WR10 1PT ("**Partner representative**").

BACKGROUND

- (A) [brief background of memorandum of agreement between Natural England and Partner]

Worcester city is a Growth Point and a Settlement of Significant Development. Its growth will necessitate some development on adjoining land in the Districts of Worcester City, Wychavon and Malvern Hills. These three district authorities are therefore working together to produce the South Worcestershire Joint Core Strategy. A Green Infrastructure Strategy is required as a part of the supporting evidence for the Growth Point, the Joint Core Strategy and its Green Infrastructure policy, planning applications and development management decisions and the Sustainable Community Strategies for the three areas.

An initial Green Infrastructure Study was carried out by consultants in 2007. However, this study only extended to 6km beyond Worcester City's administrative boundary and therefore clearly does not cover the whole of the South Worcestershire Joint Core Strategy study area.

Natural England has been proactively involved in progressing towards an area wide Green Infrastructure Framework which is fit for purpose as a part of the evidence base and which will enable delivery of the Joint Core Strategy's policy on Green Infrastructure. To date, this has involved hands-on involvement in information gathering and the production of an Interim Report.

The project as a whole will produce a Green Infrastructure Framework for the South Worcestershire Joint Core Strategy area. This will be achieved through the following stages:

- 1) Defining the Green Infrastructure network - This will be undertaken in-house by the three District Authorities, through GIS analysis and with input from Worcestershire County Council and other stakeholders as required.
- 2) The creation of an online Green Infrastructure tool, to be used by planners and developers to inform development and evaluate its conformity with the Joint Core Strategy's Green Infrastructure policy - To be undertaken by the three District Authorities. Support from WCC, timescales and costs to be confirmed by the end of the financial year.

- 3) The exploration of delivery mechanisms, contributing towards a Green Infrastructure Delivery Plan for South Worcestershire – The three South Worcestershire Authorities are producing an Infrastructure Delivery Plan which will include Green Infrastructure, to be completed by March 2010. Worcestershire County Council, using consultants as necessary, will conduct research into the delivery of GI. An initial scoping stage will commence in the second half of 2010, and its findings will inform South Worcestershire's GI delivery plan.

The order of the above reflects the priorities in terms of spending the project budget. NE will give the money to Wychavon District Council, in its capacity as the project commissioning Local Planning Authority, in January 2010. NE's financial contribution will be initially put towards the first then the second task, with any remaining funds being transferred by Wychavon District Council to Worcestershire County Council to put towards the second and third tasks as required.

- (B) This memorandum of agreement sets out the principles which shall govern the relationship between Natural England and the Partner including their respective obligations and rights.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this Memorandum, unless the context otherwise requires, a reference to:

"Confidential Information" means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998;

"Memorandum" means this document, including all schedules and appendices hereto;

A **"Party"** means any party to this Memorandum individually and **"Parties"** refers to all of the parties to this Memorandum collectively. A Party shall include all permitted assigns of the Party in question;

"Project" means the project which this Memorandum is intended to deliver. The project details, obligations of the Parties and overarching principles of the relationship are more specifically detailed in the schedule.

The schedule is an integral part of this Memorandum and shall be interpreted accordingly.

2. PROJECT OUTLINE/PRINCIPLES OF THE RELATIONSHIP

2.1 The Parties shall work together in delivering the Project and in particular shall perform their respective obligations to the timetables set out in the schedule.

2.2 Furthermore the Parties shall provide the following funding amounts in accordance with the payment dates identified in the schedule:

| | |
|---|---------|
| Natural England | £15,000 |
| The South Worcestershire Joint Core Strategy authorities, comprising Malvern Hills District Council, Wychavon District Council and Worcester City Council | £9,000 |

2.3 The amounts set out in paragraph 2.2 shall be inclusive of all taxes which may be payable in relation to the Project from time to time.

2.4 The Partner warrants and agrees that in providing any services or in fulfilling any obligation or dealing with and administering funds under this Memorandum it will ensure it is fully compliant with EU and public sector procurement regulations and incorporate best practice principles.

2.5 The principles of the relationship between the Parties are set out in the schedule. The Parties shall endeavour to apply these principles to their relationship throughout the term of this Memorandum.

3. DURATION

3.1 This Memorandum shall be effective from the date of its execution and shall continue until March 2011 subject to earlier termination in accordance with paragraph 15.

4. RESOURCES

4.1 The Parties shall provide such resources identified in the Schedule as being their responsibility to so provide.

4.2 If any of the individuals named as a resource being provided by a Party is unavailable for whatsoever reason, that Party shall offer an alternative member of staff with equivalent skill sets to the reasonable satisfaction of the other Party.

5. FUTURE SERVICES

5.1 On or before completion of the Project, the Parties shall act reasonably in agreeing ongoing service delivery and support or, if applicable, co-operate to arrange a third party to so deliver the ongoing service and/or support.

6. FURTHER ASSURANCE

6.1 Natural England and the Partner shall promptly execute and deliver all such documents and do all such things as may from time to time be reasonably required for the purpose of giving full effect to the provisions of this Memorandum.

7. VARIATION AND WAIVER

- 7.1 No variation of this Memorandum shall be valid unless it is in writing and signed by or on behalf of each of the Parties.
- 7.2 No delay by Natural England in exercising any provision of this Memorandum constitutes a waiver of such provision or shall prevent any future exercise in whole or in part.

8. SUCCESSORS AND ASSIGNS

- 8.1 The agreements reached between Natural England and the Partner pursuant to this Memorandum shall continue for the benefit of Natural England's successors and assigns.
- 8.2 The Partner cannot assign, sub-contract or in any other way dispose of the Memorandum or any part of it to any person, firm or company without the prior written consent of Natural England.

9. NOTICES

- 9.1 Any notice or other communication required to be given under this Memorandum, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each Party required to receive the notice or communication as set out below:

Natural England: Block B, Govt Buildings, Whittington
Road, Worcester, WR5 2LQ
Partner: Wychavon District Council, Civic Centre,
Queen Elizabeth Drive, Pershore, WR10 1PT

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

- 9.2 Any notice or other communication shall be deemed to have been duly received:
- 9.2.1 if delivered personally, when left at the address and for the attention of the contact referred to in clause 9.1; or
 - 9.2.2 if sent by pre-paid first-class post or recorded delivery, at 11.00 am on the second Business Day after posting; or
 - 9.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 9.3 A notice or other communication required to be given under this Memorandum shall not be validly given if sent by e-mail.
- 9.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

10. CONFIDENTIALITY

10.1 Both Parties acknowledge that pursuant to this Memorandum they will each disclose Confidential Information to the other. In consideration of the provision of such Confidential Information, each Party undertakes to the other:

10.1.1 to keep secret and confidential all Confidential Information disclosed to it, (including its employees, agents or advisers) by or on behalf of the other in relation to the agreement or the business of the other Party which is of a confidential nature and not to use such Confidential Information for any purpose other than for the purposes of this Memorandum; and

10.1.2 not to disclose to any third party (other than its professional advisers or as required by law or any competent regulatory authority) any such Confidential Information other than that which comes into the public domain other than by breach of the undertakings contained in this clause 9.

10.2 These confidentiality undertakings shall subsist indefinitely so far as permissible by law.

10.3 The obligations of confidentiality set out in this clause 10 shall not apply to information already known to either Party (other than through a breach of a confidentiality undertaking), information in the public domain or information required to be disclosed by law.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 All intellectual property rights in any information or material existing prior to the date of this Memorandum shall remain the property of the Party introducing such information. Each Party shall grant the other a non-exclusive licence to use all such pre-existing information and materials, including any intellectual property rights in the same, in perpetuity.

11.2 Any new or future intellectual property rights arising from or as a result of the Project shall be jointly owned by Natural England and the Partner.

11.3 Both Parties shall do, or procure to be done, all such further acts and things and the execution of all such other documents as may from time to time be required for the purpose of ensuring all new and future intellectual property rights arising from the Project vest jointly in the Parties.

12. INFORMATION

12.1 The Partner acknowledges that Natural England is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and the Partner shall assist and co-operate with Natural England as necessary to comply with these requirements.

12.2 In responding to a request for information, including information in connection with the Project, Natural England will use reasonable endeavours to consult with the Partner. Notwithstanding this the Partner acknowledges that Natural

England may disclose information without consultation, or following consultation with the Partner having taken its views into account.

- 12.3 The Partner shall ensure that all information produced in the course of the Project or relating to the Memorandum is retained for disclosure and shall provide all necessary assistance as reasonably requested to enable Natural England to respond to a request for information within the time for compliance and shall permit Natural England to inspect such records as requested from time to time.
- 12.4 Both Parties acknowledge that any statutory and other constraints on the exchange of information will be fully respected, including the requirements of the Data Protection Act 1998 and the Human Rights Act 1998.

13. LIMITATION OF LIABILITY

13.1 Natural England's total liability arising under, or in connection with, this Memorandum, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited as follows:

- 13.1.1 for non-payment of funding, to the amount unpaid; or
- 13.1.2 for any other type of liability, to the amount of funding unpaid under this Memorandum.

13.2 The Partner's total liability arising under, or in connection with, this Memorandum, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited to five (5) million pounds or one hundred and twenty five percent (125%) of the total funding amounts specified in clause 2.3 whichever is the greater.

13.3 Neither Party excludes or limits liability to the other for death or personal injury caused by its negligence or for any breach of any obligations implied by section 12 of the Sale of Goods Act 1979.

13.4 Subject to clause 13.3, neither Party will be liable to the other Party for:

- a) any indirect, special or consequential loss or damage; or
- b) any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).

13.5 Subject to clause 13.2 Natural England may, amongst other things, recover as a direct loss:

- a) any additional operational and/or administrative costs and expenses arising from the Partner's Default;
- b) any wasted expenditure or charges rendered unnecessary and/or incurred by Natural England arising from the Partner's Default;
- c) the additional cost of procuring replacement Services for the remainder of the Contract Period; and
- d) any anticipated savings.

14. RECONCILIATION OF DISAGREEMENT

14.1 Any disagreements will normally be resolved amicably at working level. In the event of failure to reach consensus between the Parties then such failure shall be handled in the following manner:

14.1.1 the dispute shall in the first instance be referred to Natural England's project officer or manager in the organisation of similar standing and the partners officer Sian Griffiths for resolution at a meeting to be arranged as soon as practicable after the failure to reach consensus arises, but in any event within ten business days;

14.1.2 if the dispute cannot be resolved in accordance with 14.1.1 above within ten business days after such referral, or within any other period agreed between the Parties then the dispute shall be referred to Natural England's Procurement Team for resolution at a meeting to be arranged as soon as practicable after such referral, but in any event within ten business days;

14.1.3 if the dispute has not been resolved following a referral in accordance with 14.1.2 the Parties shall settle the dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR.

15. TERMINATION

15.1 Natural England may terminate the Memorandum by notice in writing with immediate effect with no liability to the Partner where:

15.1.1 the Partner undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the Memorandum or the Project; or

15.1.2 the Partner becomes insolvent, bankrupt, enters into liquidation, enters into a voluntary arrangement, appoints a receiver or such similar event in any jurisdiction save for the purposes of a solvent reconstruction or amalgamation; or

15.1.3 the Partner is guilty of any fraud or dishonesty or acts in any manner which in the opinion of Natural England brings or is likely to bring the Partner or Natural England into disrepute or is materially adverse to the interests of Natural England; or

15.1.4 the Partner suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Partner ceases to trade.

15.2 Without prejudice to any other rights or remedies which either Party may have, either Party may terminate this Memorandum by giving [three] months' written notice to the other.

15.3 On termination of the Memorandum in accordance with this paragraph 15, each Party shall return the pre-existing information or materials to the Party that provided the information. Any unused sums (less any monies contractually committed to be paid) at the date of termination shall be repaid to the Parties in the percentage in which that Party contributed pursuant to clause 2.2.

16. ANNOUNCEMENTS

16.1 The Partner shall not make, or permit any person to make, any public announcement concerning the Project (whether before, at or after completion) except as required by law or with the prior written consent of Natural England.

17 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

17.1 The Parties do not intend that any term of the Memorandum shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

18 GOVERNING LAW

18.1 This Memorandum and all disputes or claims arising out of or in connection with the activities of the Parties in delivering the Project shall be governed by and construed in accordance with the law of England.

Each Party hereby confirms its agreement to the terms contained in this Memorandum.

**Signed on behalf of
NATURAL ENGLAND:**

**Signed on behalf of
PARTNER:**

Print Name: Kay Shuard

Print Name:

**Job Title: Business Manager, West
Midlands Region**

Job Title

Date:

Date:

SCHEDULE: PROJECT OUTLINE

PROJECT DESCRIPTION

To produce a Green Infrastructure Framework for the South Worcestershire Joint Core Strategy area, comprising the Districts of Malvern Hills, Wychavon and the city of Worcester.

To undertake and co-ordinate the project and deliver the stated outcomes.

- 1) Defining the Green Infrastructure network
- 2) The creation of an online Green Infrastructure tool, to be used by planners and developers to inform development and evaluate its conformity with the Joint Core Strategy's Green Infrastructure policy.
- 3) The exploration of delivery mechanisms, contributing towards a Green Infrastructure Delivery Plan for South Worcestershire

The order of the above reflects the priorities in terms of spending the project budget. NE will give the money to Wychavon District Council, in its capacity as the project commissioning Local Planning Authority, in January 2010. NE's financial contribution will be initially put towards the first then the second task, with any remaining funds being transferred by Wychavon District Council to Worcestershire County Council to put towards the second and third tasks as required.

GENERAL PRINCIPLES

This MOA secures finances from Natural England to deliver South Worcestershire's Green Infrastructure Framework, including an interpretation tool and delivery plan, in order to make it fit for purpose as a part of the Local Development Framework and Growth Point evidence base.

OBJECTIVES OF THE COLLABORATION BETWEEN THE PARTIES

Aim

To inform and enable the delivery of Green Infrastructure across the South Worcestershire Joint Core Strategy area and, in doing so, make the Joint Core Strategy and the Site Allocations and Policies Development Plan Documents sound.

Objectives

Provide an evidence base for the preparation of strategic a Green Infrastructure policy for South Worcestershire, by:

- Define the Green Infrastructure network
- Devise an online Green Infrastructure interpretation tool for use by planners and developers
- Agree Green Infrastructure delivery priorities for the South Worcestershire area
- Produce a Green Infrastructure delivery plan for South Worcestershire Local Planning Authorities

DISTINCTIVE RESPONSIBILITIES OF NATURAL ENGLAND

This work contributes towards the milestones set out in relation to Delivery Agreement Framework target 3.1.1.

DISTINCTIVE RESPONSIBILITIES OF THE PARTNER

To undertake and co-ordinate the project and deliver the stated outcomes as follows:

- 1) Defining the Green Infrastructure network - This will be undertaken in-house by the three District Authorities, through GIS analysis and with stakeholder input as required.
- 2) The creation of an online Green Infrastructure tool, to be used by planners and developers to inform development and evaluate its conformity with the Joint Core Strategy's Green Infrastructure policy - To be undertaken by the three District Authorities. Support from WCC, timescales and costs to be confirmed by the end of the financial year.
- 3) The exploration of delivery mechanisms, contributing towards a Green Infrastructure Delivery Plan for South Worcestershire – The three South Worcestershire Authorities are producing an Infrastructure Delivery Plan which will include Green Infrastructure, to be completed by March 2010. Worcestershire County Council, using consultants as necessary, will conduct research into the delivery of GI. An initial scoping stage will commence in the second half of 2010, and its findings will inform South Worcestershire's GI delivery plan.

RESOURCES

Natural England will contribute £15,000 towards this project, as well as staff time and resources as necessary. Natural England will contribute staff time to advise as and when necessary and to attend steering group meetings bi-monthly or more as required.

TIMETABLES

This work is already underway. Natural England will pass the finances over to Wychavon Council January 2010. Stage 1 will be delivered by April 2010. The project will be complete by March 2011.

**SOUTH WORCESTERSHIRE JOINT CORE STRATEGY EVIDENCE
BASE
GREEN INFRASTRUCTURE STUDY.**

Meeting 26 November 2008 at County Hall

**Present: Mark July - Natural England
Hayley Pankhurst - Natural England
Dale Bristow - Worcestershire County Council
Fred Davies - Acting SWJCS Project Officer**

1. Current Position

1.1 The SWJCS Preferred Options evidence base for Green Infrastructure policy was based on the following :-

- Faber Maunsell Green Infrastructure Study (2006)
- Level 1 Historic Environment Statement (2008)
- Level 1 Biodiversity Study (2008)

It is recognised that this evidence base is not sufficiently robust to inform a published/submitted (to Secretary of State) document as the FM Study only deals with a 6km belt of land around Worcester (of course this does cover the 2 Preferred Options urban extensions for the city). The other two documents only cover the PO growth areas across the South Worcestershire Study Area. Various representations, including those from WCC, Natural England, have also come to a similar conclusion.

2. The Next Steps

2.1 The FM Study has already been "refreshed" but more work needs to be done. The evidence needs to set out where betterment is required and what needs to be preserved. To this end the County Habitat Inventory is key. Whilst in an ideal world, or at least within a scenario where there is plenty of time the GI evidence base would be developed over the full extent of the study area. Given that, growth in the rural areas and within the urban areas will be delivered via the Site Allocations Development Plan Document the initial focus of GI work needs to be on the urban extensions.

2.2 Natural England are prepared to offer a staffing resource to help deliver the GI work. Given the current workload this is warmly welcomed by SWJCS Officers. Natural England to draft an Agreement to include the following:-

- Making the GI evidence base fit for purpose for the SWJCS Submission Document.

Which will require:-

- Analysis of the urban extensions to identify the enhancements and needs
- Building up a strategic picture for the rest of the South Worcestershire study area which will also inform the Site Allocation Development Plan Document.

- 2.3 WCC are able to offer staff support with the application of the Habitat Inventory although there may be a need for a financial contribution from the SWJCS authorities as the post is only a temporary one to March 2009.
- 2.4 FD to confirm office space and equipment within the SWJCS team at Worcester Council Offices.
- 2.5 HP has to confirm her Masters' thesis title by 1 December and all parties agreed to the principle of working on the Green Infrastructure evidence base..

Fred Davies
Acting SWJCS Project Officer