CANNOCK CHASE SPECIAL AREA OF CONSERVATION (SAC)

GUIDANCE TO MITIGATE THE IMPACT OF NEW RESIDENTIAL DEVELOPMENT

1. **Background**

1.1 South Staffordshire Council has a duty as a Competent Authority under the Conservation of Habitats and Species Regulations 2010 (Habitat Regs.) to ensure that planning application decisions comply with the Habitats Regulations. Local Plan policy EQ2 safeguards the Cannock Chase Special Area of Conservation (SAC), which has been designated under the Regulations for its unique heathland habitat.

1.2 Evidence produced to inform the production of the Council’s Local Plan (Core Strategy) policy EQ2, by consultants Footprint Ecology, together with that of partner Local Planning Authorities in the Cannock Chase SAC Partnership (Stafford Borough, Cannock Chase, Lichfield, East Staffordshire, Walsall Metropolitan Borough Council and Wolverhampton City Council), shows that the “in combination” impact of proposals involving a net increase of one or more dwellings within a 15 kilometre radius of the SAC would have an adverse effect on its integrity unless avoidance and mitigation measures are in place; with a significantly higher proportion of visitors coming from within 8km. Please see Map 1 for further information. The effects arise from an increase in recreation over the local plan period and comprise the creation of new paths, path widening, erosion and nutrient enrichment from visitor use and vehicle emissions. Therefore SAC Partners have agreed to formally support the Footprint Ecology evidence base reports and acknowledge a 15km Zone of Influence, with financial contributions for the required mitigation being sought in the 0-8km Zone only.

1.3 EQ2 states:

**Policy EQ2: Cannock Chase Special Area of Conservation**

Development will only be permitted where it can be demonstrated that it will not be likely to lead directly or indirectly to an adverse effect upon the integrity of the Cannock Chase Special Area of Conservation (SAC).

A net increase of housing development within the areas of South Staffordshire that fall within the Zone of Influence around Cannock Chase SAC (as identified by current evidence and subject to further research) that is likely to have an adverse impact upon Cannock Chase SAC should mitigate for such effects, in line with the ongoing work to outline the pressures on the SAC caused by recreation and visitor pressure. This may include contributions to habitat management, access management and visitor infrastructure, publicity, education and awareness raising; and provision of suitable alternative natural green recreational space, within development sites where they can be accommodated and where they cannot by contributions to offsite alternative green space.
The effective avoidance of and/or mitigation for any identified adverse effects on the Cannock Chase SAC must be demonstrated to the Council as the Competent Authority and Natural England and secured prior to the Council giving approval of development. This Policy has jurisdiction over developments within South Staffordshire only; however it will be implemented jointly with neighbouring authorities via the application of complementary policies in partner Local Plans.

Development proposals should be consistent with other local planning policies.

1.4 The Council must ensure that decisions made on planning applications, and policies in the Local Plan, will avoid and mitigate recreation impacts on Cannock Chase SAC. If there are any likely significant effects the Council must either refuse development, or ensure there are appropriate mitigation measures in place. Given the evidence now available that one or more net dwellings would have an adverse effect on the SAC's integrity, the Council has introduced Guidance, as set out below, which includes a simple regime of financial contributions as an alternative to developers providing Habitats Regulations Assessment information to inform mitigation so as to prevent harm to the SAC.

1.5 This approach is being taken forward by all the Cannock Chase SAC Partnership authorities with housing still to be delivered in the 0-8km Zone of Influence.

1.6 Natural England supports the use of Guidance to mitigate the impact of new residential development.

2. **Permitted Development**

2.1 **Having determined in the evidence and the adopted Core Strategy policy that a net increase of one or more dwellings will have an adverse impact on the integrity of Cannock Chase SAC, the same principle applies to the exercise of “Permitted Development” rights to create additional dwellings. Please contact the Council for further information.**
Map 1. Map of the zones around Cannock Chase SAC
- 8km and 15km are the Partnership agreed zones
3. **Analysis of SAC Mitigation Costs**

3.1 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 Measures (SAMM) relating to Cannock Chase SAC.

<table>
<thead>
<tr>
<th>SAMM Measure</th>
<th>Cost £</th>
<th>Duration</th>
<th>Explanatory comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project initiation: business plan; agreement of partner responsibilities (Memorandum); recruitment of project staff.</td>
<td>50</td>
<td>Year 0</td>
<td>A simple assumption that there is a cost in employing the Lichfield DC project team for project initiation.</td>
</tr>
<tr>
<td>Staff: one full-time project manager and one full-time visitor engagement officer</td>
<td>1400</td>
<td>Years 1 to 10</td>
<td>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</td>
</tr>
<tr>
<td>Engagement of three of four key sectors: walkers and dog walkers; cyclists; horse riders. Development of volunteering and education programmes. Promotional and interpretation material</td>
<td>30</td>
<td>Years 1 to 10</td>
<td>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</td>
</tr>
<tr>
<td>Strategies: an overarching strategy for visitors and nested strategies for car parking, track and footpath management and each visitor sector, plus a monitoring strategy</td>
<td>135</td>
<td>Years 2 and 3</td>
<td>Consultancy costs. Overarching strategy including monitoring £50K, car parking £40K, each of three visitor sectors £15K.</td>
</tr>
<tr>
<td>Physical management: improvement of paths and tracks; implementation of parking plan; way marking and on-site interpretation panels</td>
<td>255</td>
<td>Years 1 to 15</td>
<td>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.</td>
</tr>
<tr>
<td>Monitoring</td>
<td>100</td>
<td>Years 4 to 15</td>
<td>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.</td>
</tr>
<tr>
<td>SAMM Total</td>
<td>1970</td>
<td>Years 1-15</td>
<td></td>
</tr>
</tbody>
</table>
Calculating the rates of developer contributions in the 0-8km ZOI
The table below identifies the planned housing growth within the 0-8km Zone of Influence around Cannock Chase SAC within the current development plans of local authorities in the 0-8km Zone during the 0-15 year period.

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

| SAMM cost                                        | 1970000                     |

3.2 Should the estimated costings in the Strategic Access Management Measures (SAMM) above be refined through the monitoring and review process and emerging evidence, the rates will be recalculated as part of the ongoing review. Other types of development and windfall housing sites not included in the above table have the potential to impact upon the SAC and these will continue to need to be assessed and mitigated for on an individual basis through discussions with Natural England and/or the local authority.

3.3 It is at the discretion of each authority within the 0-8km ZOI how to deliver their individual total mitigation monies required to the SAC Partnership. Provided that the individual authorities deliver the required cost per authority (as per the table above) to the SAC, it is their discretion how to implement charging and therefore approaches within each authority may differ.

4. Cannock Chase SAC Mitigation Payments in South Staffordshire

4.1 South Staffordshire Council will therefore implement a charge for any net dwelling of £232 and administration costs of £100 in entering into that agreement. A Unilateral Agreement is included in Appendix 1 for use, however parties should take their own independent legal advice in entering into such an agreement.
UNILATERAL UNDERTAKING
Under Section 106 of the Town and Country Planning Act 1990 (as amended)
Relating to: X

Legal Services
South Staffordshire Council
Council Offices
Wolverhampton Road
Codsall
WV8 1PX
## Contents

<table>
<thead>
<tr>
<th>Clause 1</th>
<th>Parties</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clause 2</td>
<td>Definitions</td>
<td></td>
</tr>
<tr>
<td>Clause 3</td>
<td>Interpretation</td>
<td></td>
</tr>
<tr>
<td>Clause 4</td>
<td>Information</td>
<td></td>
</tr>
<tr>
<td>Clause 5</td>
<td>Statutory Authority and Legal Effect</td>
<td></td>
</tr>
<tr>
<td>Clause 6</td>
<td>Condition Precedent</td>
<td></td>
</tr>
<tr>
<td>Clause 7</td>
<td>Obligations</td>
<td></td>
</tr>
<tr>
<td>Clause 8</td>
<td>Costs</td>
<td></td>
</tr>
<tr>
<td>Clause 9</td>
<td>The Chargee</td>
<td></td>
</tr>
<tr>
<td>Clause 10</td>
<td>Invalidity</td>
<td></td>
</tr>
<tr>
<td>Clause 11</td>
<td>Contracts (Rights of Third Parties) Act 1999</td>
<td></td>
</tr>
<tr>
<td>Clause 12</td>
<td>Other Matters</td>
<td></td>
</tr>
<tr>
<td>Schedule 1</td>
<td>General Obligations</td>
<td></td>
</tr>
<tr>
<td>Schedule 2</td>
<td>Planning Obligations</td>
<td></td>
</tr>
</tbody>
</table>
THIS UNDERTAKING\(^1\) is made as a Deed made the day of 201

BY:

1. PARTIES

(1) X (“the Owner”)

(2) X (“the Chargee”)

TO:

SOUTH STAFFORDSHIRE COUNCIL of Council Offices, Wolverhampton Road, Codsall, WV8 1PX (“the Council”)

2. DEFINITIONS

In this Undertaking (except where the content otherwise requires):

2.1 “the Act” means the Town and Country Planning Act 1990

2.2 “the Application” means the application numbered [ ]

2.3 “the Charge” means a legal charge dated X and made between the Owner (1) and the Chargee (2) by which the Land became charged with the repayment of certain monies to the Chargee

2.4 “Commencement of the Development” means the earliest date upon which any material operations are begun in accordance with the provisions of Section 56(4) of the Act save for the purposes of this Undertaking none of the following operations shall constitute a material operation:

2.4.1 site preparation works;

2.4.2 archaeological investigations;

2.4.3 site investigation works (including environmental investigations);

2.4.4 works of demolition and “Commence the Development” shall be construed accordingly.

2.5 “the Development” means the development authorised by the Planning Permission.

2.6 “the Index” means the All Items Group (Item reference CHAW) of the Retail Prices Index published by HM Government Office for National Statistics provided that during any period where no such index exists, the index which replaces the same or is the nearest equivalent thereto (which shall be agreed by the parties or in default of agreement fixed by the President for the time being of the Law Society on the application of any party) shall be used

---

\(^1\) Consideration should be given to whether a bi-lateral agreement is more appropriate than a unilateral. Does it require both commitments from the developer and the Council? For example, should the Agreement contain a covenant(s) to ensure that the Council or a party acting on its behalf will spend the funds on specified activities and within a specified timescale in accordance with the Interim Guidance. Unilateral undertakings cannot place obligations on the Council but only the developer/landowner. In addition dispute resolution provisions can be added to a bi-lateral agreement.
2.7 “Index Linked” means increased (if appropriate) in proportion to movements in the Index between the date of this Agreement and the date the particular payment is made.

2.8 “the Interim Guidance” means the Cannock Chase Special Area of Conservation Mitigation of Impact of Residential Development & Visitor Accommodation Interim Guidance prepared by [ ] and as may be amended by [ ] from time to time and annexed hereto.

2.9 “the Land” means the land is shown, for the purposes of identification, edged red on the attached plan X and annexed hereto.

2.10 “the Planning Permission” means the planning permission to be granted pursuant to the Application in substantially the form of the draft annexed to.

2.11 “the Cannock Chase Special Area of Conservation Contribution” means £² Index Linked to be paid towards [education and interpretation, visitor and habitat management and/or provision and management of suitable alternative natural green spaces]³ which mitigate the adverse impact of recreational activities on the integrity of the Cannock Chase Special Area of Conservation.

3. INTERPRETATION

3.1 References to the masculine, feminine and neuter genders shall include the other genders.

3.2 References to the singular include the plural and vice versa unless the contrary intention is expressed.

3.3 References to natural persons are to include corporations and vice versa.

3.4 Headings in this Undertaking are for reference purposes only and shall not be taken into account in interpretation.

3.5 The expressions “the Owner”, “the Chargee” and “the Council” shall include their respective successors in title and assigns.

3.6 A reference to a clause, paragraph or schedule is (unless the context otherwise requires) a reference to a clause, paragraph or schedule of this Undertaking.

3.7 Words denoting an obligation on a party to do any act or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of such restriction.

3.8 Where in the Undertaking a party includes more than one person any obligations of that party shall be joint and several.

3.9 Any reference in this Undertaking to any statute, or to any section of a statute, includes any statutory re-enactment or modification of it and any reference to any statute.

² We need to consider setting out the calculation for the amount required or at least making reference to where it can be found?

³ This definition needs to be clarified – perhaps referenced to projects/activities detailed in the Interim Guidance.
4. **RECITALS**

4.1 The Owner owns the freehold interest in the Land and is registered as proprietor of it with Title Absolute at HM Land Registry free from incumbrances other than those matters contained or referred to in the Property and Charges Registers of Title Numbers X at the date of this Undertaking.

4.2 The Council is the local planning authority for the purposes of the Act for the Land.

4.3 The Owner has by the Application applied to the Council for approval to carry out the Development.

4.4 The Land is situated within [ ]km of Cannock Chase Special Area of Conservation [Refer to zone if applicable].

4.5 On [ ] the Council [make reference to the status of the Interim Guidance]. Set out background in terms of the approach being taken by other LPAs.

4.6 It is anticipated that the Interim Guidance will remain in force until the Cannock Chase Special Area of Conservation Mitigation of Impact of Residential Development & Visitor Accommodation Supplementary Planning Document is adopted.

4.7 The Council is satisfied that the Development is such as may be approved by the Council under the Act and planning permission granted (subject to conditions) subject to the Owner covenanting in the terms of this Undertaking.

4.8 The purpose of the planning obligations set out in the First Schedule to this Deed is to avoid and mitigate any impact which the Development might otherwise have upon the integrity of the Cannock Chase Special Area of Conservation.

4.9 The obligations in this Undertaking are in accordance with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010.

5. **STATUTORY AUTHORITY AND LEGAL EFFECT**

5.1 This Undertaking shall constitute a planning obligation for the purposes of and made pursuant to Section 106 of the Act.

5.2 The obligations of the Owner in this Undertaking are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as local planning authority.

5.3 Subject to clause 5.4 the Owner covenants with the Council to the intent that this Undertaking shall be enforceable without limit of time (other than as expressly mentioned in this Undertaking) against the Owner and any person deriving title through or under it to the Land or any part or parts of it as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

---

4 This section needs to be moved forming section 1 or 2 of the Agreement.

5 Include separate recital sited the interest of a Chargee (if there is one).

6 We are not currently saying at the moment that the document complies with Reg 122 but it will need to before it can be signed off.

7 As applicable refer to other Acts.
5.4 No person shall be bound by any obligations, rights and duties contained in this Undertaking and/or be liable for any breach of a covenant and/or obligation contained in this Undertaking after they shall have parted with all interest in the Land or the part in respect of which such obligation relates or such breach occurs PROVIDED THAT they shall remain liable for any subsisting breach of covenant prior to parting with their interest.

5.5 No statutory undertaker shall be bound by any obligations, rights and duties contained in this Undertaking and/or be liable for any breach of a covenant and/or obligation contained in this Undertaking in respect of any site used only as an electricity substation, gas governor or pumping station.

5.6 If the Planning Permission expires (within the meaning of Sections 91, 92 or 93 of the Act) or is revoked or otherwise withdrawn before Commencement of the Development, this Undertaking shall forthwith determine and cease to have effect.

5.7 Nothing in this Undertaking shall be construed as prohibiting or limiting any right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Undertaking.

5.8 Nothing in this Undertaking shall be construed as restricting the exercise by the Council of any powers exercisable by the Council under the Act or under any other Act or any statutory instrument, order or byelaw in the exercise of their functions as a local authority.

6. CONDITION PRECEDENT
The planning obligations contained in this Undertaking shall not be enforceable until the grant of the Planning Permission by the Council.

7. OBLIGATIONS
The Owner further covenants, agrees and declares in respect of the Land as set out in Schedule 1 of this Undertaking.

8. COSTS
The Owner agrees to pay to the Council on the signing of this Undertaking their reasonable costs and disbursements of and incidental to the approval of this Undertaking.

9. THE CHARGEE
The Chargee for itself and its successors in title consents to the Owner entering into this Undertaking and covenants with the Council that in the event that the Chargee takes possession of the Land or any part of it and/or exercising its power of sale under the provisions of the Charge then the Chargee and its successors in title will observe and perform and be bound by the terms and conditions of this Undertaking so far as the same remain to be observed and performed.
10. INVALIDITY
It is agreed and declared that if any clause or sub-clause of this Undertaking shall be deemed to be unenforceable or ultra vires the remainder of the Undertaking shall remain in full force and effect provided severance from this Undertaking is possible.

11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999
Nothing contained in this Undertaking shall give, or be construed as giving, any rights, privileges, powers or enforceability other than to the Council and to the specific person executing this Undertaking as the Owner and its successors (if any) as defined in this Undertaking and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise from it are expressly excluded to the intent that no other third party within the meaning of that Act shall have any rights or enforcement in respect of any matter contained in this Undertaking.

12. OTHER MATTERS
12.1 The Owner shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained in this undertaking.
12.2 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval to be served under or in connection with this Undertaking and any such notice or approval shall be in writing and shall specifically refer to the name, date and parties to this Undertaking and shall cite the number and clause of this Undertaking to which it relates.
12.3 This Undertaking shall be registered as a Local Land Charge IN WITNESS of which the Owner and the Chargee has executed this deed and have delivered it upon dating the day and year first before written.

**SCHEDULE 1**

**OWNER’S OBLIGATIONS**
The Owner covenants with the Council with the intent that these are planning obligations for the purposes of Section 106 of the Act:
1. Following the grant of Planning Permission to permit the Council’s Planning Services Manager and any person or persons authorised by him access to the Land or any part of it at all reasonable times on reasonable notice and in compliance with the Owner’s reasonable

---

8 If a bilateral undertaking we will need to insert a schedule setting out the Council’s obligations. We should also include a title schedule and a schedule attaching the draft planning permission.
9 Insert correct job title.
10 Can we check with those who drafted this why there is a need to inspect the land and materials. If inspection is necessary then it should remain but we need to understand the purpose of such inspections.
requirements and to permit him or them to inspect the Development and all materials intended for use in it

2. To give the Council [and the County Council]\(^{11}\) notice in writing no later than 7 days prior to the anticipated Commencement of the Development

3. Not to Commence Development until notice of the anticipated Commencement of the Development has taken place

4. To give the Council [and the County]\(^{12}\) notice in writing of the commencement of the Development within 7 days of Commencement of the Development

5. Not to Commence the Development until the Cannock Chase Special Area of Conservation Contribution has been paid to the Council\(^{13}\)

6. Upon Commencement of Development to pay the Cannock Chase Special Area of Conservation Contribution to the Council

Executed as a Deed by acting by:

Director

Director/Secretary

Executed as a Deed by

for and on behalf of

[CHARGEE]

in the presence of:

---

\(^{11}\) Is this needed?

\(^{12}\) See point 4 above

\(^{13}\) We still need to decide if payments will be transferred to Lichfield District Council or third parties