

LAND OFF HOYLE ING, LINTHWAITE

Biodiversity Enhancement Management Plan

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Report Control Sheet

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1 INTRODUCTION

1.1. SCOPE & PURPOSE

1.1.1. Collington Winter Environmental Ltd was commissioned by Highstone Homes to prepare a Biodiversity Enhancement Management Plan (BEMP) for the proposed development at Land off Hoyle Ing, Linthwaite. The report and calculation have been produced in support of the planning application at the site.

1.1.2. The author of this report is Katie Bird MEnvSci, ACIEEM Principal Ecologist at Collington Winter Environmental Ltd. Katie is highly experienced managing schemes and has produced many ecological reports to inform management plans and BNG assessment.

1.1. LOCATION

1.1.1. Please refer to Figure 1.1 for the approximate site location. The site is located to the south east of Manchester Road, and to the north east Hoyle Ing.

Figure 1.1 Site Location



2 AIMS AND OBJECTIVES

2.1. AIMS OF THE MANAGEMENT PLAN

2.1.1. This report aims to provide a framework of information in order to deliver the scheme including the long-term design objectives, management responsibilities and maintenance schedules for all landscaped areas and newly created habitats within the scheme. The report is in line with the recommendations of habitat management detailed within the Biodiversity Net Gain Assessment (2022) to achieve the required net gain, post development.

2.1.2. The main aims guide the basis for the specific management operations of this plan and include:

- a plan of the areas of habitat to be maintained, enhanced and/or created;
- a schedule of actions to create or enhance and maintain each habitat at the required
- quality for a period of 30 years;
- a schedule of ecological monitoring for the 30 year period identifying when key indicators of habitat maturity should be achieved; and
- schedule of actions to be undertaken in case signs of failing are identified.

3 ROLES AND RESPONSIBILITIES

- 3.1.1. Highstone Housing Association are the appointed management company, and will be responsible for the execution of the following plan and for maintaining the landscape elements. Any transference of responsibility should be undertaken with the appropriate appointment of a competent organisation capable of delivering the detailed measures within this plan.
- 3.1.2. This plan is not intended as a fully prescriptive or definitive 'maintenance' schedule but identifies key 'management and maintenance' requirements. This is to ensure that the management of the landscape is flexible and allows for changes overtime. This ensures the continued establishment and satisfactory management and maintenance in the long-term and in the interest of the landscape, visual, as well as the ecology of the site and wider area.
- 3.1.3. The organisation implementing this plan will be a management company with the necessary certificates of competence to implement landscape management operation on site. The managing organisation will ensure that management complies with best practice standards and all relevant health and safety procedures, protection of the environment, avoidance of pollution and protection of protected/notable species and associated habitats.
- 3.1.4. The site will be managed to comply with all relevant health and safety legislation, approved codes of practice (ACOP'S) and Health and Safety Executive (HSE) guidance.
- 3.1.5. As the managing organisation will be the main company involved in on site works, the managing organisation will fulfil the landowner's role and the work manager's role. This places an obligation on the managing company to ensure that any contractor understands and fulfils their health and safety role and any work undertaken on the site will follow the guidelines of the HSE.

4 PROPOSED LANDSCAPING

4.1. THE SITE

4.1.1. The site comprises the demolition of existing buildings and the development of buildings and car park. The scheme includes landscaped areas surrounding the proposed car parking and buildings all incorporating landscape/habitat enhancements. The key components of the proposed development are:

- Extensive planting of trees, ornamental and shrub planting
- Creation of amenity grassland and species rich wildflower meadow
- Creation of mixed native shrub

4.1.2. A landscape scheme has been created for this development to which this plan provides the long-term management and maintenance for the Landscape Masterplan: HA-MRLW-004 (Highstone, 2022).

4.2. RETAINED LANDSCAPE ELEMENTS

4.2.1. The trees that do not require removal for health and safety purposes will be retained onsite and protected.

4.3. LANDSCAPE SCALE HABITAT CREATION

4.3.1. The Management Areas described within this document are shown on Landscape Masterplan (Highstone, 2022) and include:

- Amenity grass
- Proposed wildflower planting – Recommended Emorgate EM3 – Special General-Purpose Meadow Mix
- Proposed bulb planting
- Proposed ornamental tree and fruit tree planting
- Proposed hedgerow
- Proposed native scrub
- Ornamental shrub planting

4.3.2. The information includes a description and specific management objectives for each component along with the annual and occasional management regimes required.

5 LANDSCAPE MANAGEMENT AND MAINTENANCE

5.1. INTRODUCTION

- 5.1.1. To achieve the long-term vision for the development, a management company / operations manager will be established to ensure that the landscape vision and the strategy of the proposed landscape design, is maintained across the site. The landscape vision includes the aim to achieve a biodiversity net gain through specific management methods to achieve the desired condition of each proposed habitat.
- 5.1.2. None of the roads within the site will be adopted. Therefore, all roads, associated street lighting and public open spaces will be the responsibility of Highstone Housing Association and will therefore have a long-term interest and commitment to the proposed facility and a self-interest in establishing and maintaining the highest standards of landscape management.

5.2. OPERATIONS AND SERVICES

- 5.2.1. Highstone Housing Association will utilise their own labour to ensure the area is kept by completing the following:
- All litter collection, cleaning of roads, lighting and open spaces, sweeping paths, drainage systems and paved areas.
 - Maintain the trees, planting, grass cutting, grounds maintenance.
- 5.2.2. All vegetation clearance / maintenance will be undertaken outside the bird nesting season (March to September, inclusive) unless a nesting bird survey is undertaken on site prior to any works to ensure no nesting birds are present.

5.3. MAINTENANCE SPECIFICATION

- 5.3.1. A maintenance operations schedule for year 1 and year 2-30 years, and onwards can be found within the Appendix of this document. It has been prepared in order to provide a best practice baseline for the maintenance and management of the external landscape for the proposed facility.
- 5.3.2. The success of the scheme is dependent upon the quality and frequency of the maintenance it receives during its lifetime. The following aims and objectives will be adopted as part of the maintenance regime:
- To ensure the successful establishment and growth to maturity of the soft landscape scheme;
 - To ensure that the design intentions of the scheme are fulfilled;
 - To ensure the effects of the different elements within the scheme are successful and effective;
 - To maximise the potential of all plants through the adoption of pruning methods specific to species or groups of plants;
 - To maintain a safe environment for site users by maintaining visibility splays and removal of dead, dying or diseased tree branches.
- 5.3.3. During the first year after Practical Completion, the soft landscape will be maintained by the Landscape Contractor (i.e. Highstone Housing Association) responsible for implementation of the works. The contract should include a defects liability clause to ensure replacement planting is carried out and successful establishment achieved. Sections 6 provide information on the general techniques and methods to be adopted for the ongoing maintenance operations and an indicative schedule of maintenance, respectively, for the lifetime of the facility.
- 5.3.4. This plan covers the maintenance of all habitats within the site. The overall objectives are as follows:
- Apply good horticultural and ecological practice to all operations;
 - Promote healthy growth and establishment of all plants, trees and grass;
 - Ensure consistent control of invasive and aggressive competitor species e.g. common nettle (*Urtica dioica*) and/or non-native invasive plant species (if applicable);
 - Ensure development of optimum plant form, shape and planting density;
 - Provide protection against pests and diseases;
 - Promote wildlife value and species diversity where appropriate;

- Ensure long-term commitment to replacement of defective plant material;
- Review opportunities for introduction of new species or replacement of exhausted species where appropriate, in line with the original design intentions.

5.3.5. More specific management objectives are outlined below:

- Wildflower mixes and bulb planting: Ensure that good horticultural practice is employed to encourage long term health and vitality. Planting to be thinned / re-spaced in order that they have sufficient room to develop. Maintain a clean and safe environment. Ensure cultural techniques are employed which use a variety of mulches and organic fertilisers and which minimise the use of chemicals and peat wherever possible.
- Hedges and shrub: Where appropriate, to regularly clip the hedges and shrubs to maintain a uniform and tidy appearance and a well-developed cover of vegetation. Cutting to be within ecological guidelines.
- Trees: To establish a stable and healthily growing tree with a well-shaped framework for future growth. Where necessary to pollard or coppice species to prevent collapse of the trees. Regular safety inspections and report on condition of trees by arboricultural advisor. Implementation programmes of recommended tree work to comply with British Standard BS 3998:1989 'Recommendations for tree work'.
- Hard landscape: To keep all areas of paving and drainage systems across the site, free of litter, weeds, silt and other debris that will detract from the appearance of the site and will help to retain functionality of the site.
- Amenity grass: To establish and maintain healthy, well formed, attractive amenity grassland.

6 LANDSCAPE MAINTENANCE SPECIFICATION

6.1. INTRODUCTION

6.1.1. The following specification items are to be addressed within the long-term landscape maintenance contract. Included are performance specifications, quality standards and some detailed operational descriptions. The landscape maintenance contractor will be required to apply their expertise in relation to the Management Objectives above in producing annual programmes of work. Maintenance to accord with requirements of BS 7370:1991.

6.2. PROPOSED TREE PLANTING (NATIVE, FRUIT AND ORNAMENTAL)

Planting Description

6.2.1. New native tree planting is incorporated across the site to provide landscape structure and amenity value. Tree planting will compensate for the loss of trees and will provide suitable features for invertebrates, nesting and foraging birds and foraging bats.

Management Objectives and Condition Target

6.2.2. The management objectives for new tree to meet a “Poor Habitat Condition” is to include:

- Ensure the satisfactory establishment and growth of new tree planting typical of the respective species, to enable them to become mature;
- There will be no herbicide use on the trees and no regular pruning regime so the trees can retain >75% of expected canopy for their age range and height.
- Trees are to be located immediately adjacent to other vegetation habitats such as the grassland and mixed scrub.
- Promote conditions so that trees are healthy and safe; and
- Ensure continuity of the design approach and amenity value of tree planting.

Annual Works

6.2.3. **General tree maintenance during establishment:** Check all trees for firmness and stability in the ground. Check and adjust tree ties, replacing if necessary. Top up bark mulch levels where necessary around the base of new trees, using the same or similar product to that previously supplied to maintain an approximate depth of 50mm to reduce competition from weeds and retain soil moisture. Where trees are in grass areas, remove weed growth by hand and retain a circle of bark mulch (approximate radius of 500 mm) to aid mowing and prevent damage to the main stem. Prune back any diseased or rotten wood (including the removal of main stems and limbs) back to sound wood as required. Remove all cut material from site.

6.2.4. **Watering trees:** Water trees during dry periods (being any period without substantial rainfall for 14 days or more), until trees are successfully established. Apply water at a frequency of once per fortnight from April to the end of September (to a maximum of 15 visits). Increase watering frequency during any continuous hot weather lasting more than 7 days. The Landscape Management Contractor shall be entirely responsible for varying the frequency of these visits according to climatic conditions and for contacting the landowner and agreeing the timing of any additional watering visits if required and where restrictions are placed on the use of water, sources and costs of obtaining second class water. The Landscape Management Contractor shall be responsible for any tree failures or excessive die back from drought stress during the management contract.

Occasional Works

6.2.5. **Checking and removal of tree stakes and ties:** Review the need for tree stakes and ties annually for up to 6 years. Remove stakes and ties between 4 to 6 years after planting, but be sure trees are firm and stable. Stakes and ties removed shall be cut at ground level, below lowest grass height (to prevent snagging mower blades) or pulled from the ground and the post holes filled with suitable topsoil. If the tree is found to be weak or unstable after the stakes have been removed, then check the base of the tree for signs of rot. If rotten or unlikely to stabilise, remove the tree and replace. If the tree is free from rot or other cause of its instability, then re-instate a tree support, using 100 mm diameter chestnut stake and single tie. The stake should be pushed into the ground with a post rammer, to a depth of 600 mm and cut to one third the height of the tree. Fix the tree stem with a rubber tie and

spacing device attached to at a point no more than 25-35 mm below the top of the post, in order to prevent chafing against the post in high winds. Remove old posts, ties and arisings and dispose of off-site.

6.2.6. Long-term tree surgery works: After 10-20 years of maintenance (or earlier if required), newly planted trees will reach semi-maturity and at this time may be in need of corrective surgery. Trees should become subject to the annual Arboricultural Assessment.

6.2.7. Tree replacement and enhancement of tree cover: Any tree that dies or is necessarily felled, but which is not removed as part of a programme of tree removals, shall be replaced with a tree of appropriate species and stock size. Such replacement shall be with a tree of either the same or similar species as those existing. The option for replacing with a different species is to allow some flexibility avoiding problems encountered with 'Same Species Disease' and to ensure sustainable tree cover in the interests of visual amenity. Possible damage to drainage/services and adjoining building foundations must be considered before choosing a replacement tree species and location. Where alternative species are being considered, then the species should be suitable to the character of the location and adjoining trees. Once annually the site shall be considered for the need for any strategic replacement or enhancement planting, to broaden the age class of trees and tree groups, in the interests of the long-term sustainability of strategically important vegetation. Trees should be a minimum stock size of standards (10-12 cm girth) and implemented and maintained in accordance with good horticultural practice.

6.2.8. Replacement and enhancement planting is best undertaken during the planting season (November through to March, inclusive).

6.3. PROPOSED HEDGEROW AND NATIVE MIX PLANTING

Planting Description

6.3.1. New hedgerow planting is incorporated across the site to provide landscape structure and amenity value and will include ornamental hedges and native scrub mix (situated on the eastern aspect of the site). It will provide some suitable features for invertebrates, nesting and foraging birds and foraging bats.

Management Objectives

6.3.2. The management objectives for new hedgerow to reach a "Poor Habitat Condition" and mixed scrub to reach a "Moderate Habitat Condition" is to include:

- 90% of the native hedgerow or undisturbed ground is free of non-native and neophyte species
- Gaps to make up <10% of total length
- Gap between ground and base of canopy <0.5 m for >90% of length
- Plant species indicative of nutrient enrichment dominate <20% cover
- Height to be >1.5m average along length
- >90% of the hedgerow or undisturbed ground is free of damage caused by human activities.
- Ensure the satisfactory establishment and growth of new planting typical of the respective species;
- Promote conditions so that it is healthy and safe; and
- Ensure continuity of the design approach and amenity value of tree planting.

Annual Works

6.3.3. Weeding and general maintenance: Remove all weed growth by hand as necessary to ensure weed free and tidy planting areas. Seven visits are required per growing season. Visits should occur approximately monthly in the growing season, subject to weather conditions from April to October, with an extra visit outside of the growing season in December or January to inspect the condition of the beds. Take great care not to disturb sheet or bark mulch; top up bark mulch levels where necessary for the first 3 years, using the same or similar product to that previously supplied to maintain an approximate depth of 50 mm to reduce competition from weeds and retain soil moisture. For planting using a non-biodegradable weed suppressant membrane, reduce visits to 4 times per year in the growing season. Where a biodegradable weed suppressant fabric has been used, this will have disappeared within the establishment phase. Weeding frequency should therefore be varied according to the site and density of vegetation cover and in any event should be between 4 and 8 i.e. whatever is required to achieve a weed free scheme. All weeds shall be removed from the site.

6.3.4.Regular Cutting of Hedgerows: To maintain a tidy profile, hand trim or cut the top and sides of hedges monthly during growing seasons. Edges to be squared and maintainable height to be confirmed. Remove all cut material from site. The ornamental hedges are to be maintained at a maximum height of 900mm.

6.3.5.Watering of hedges: Water hedges during dry periods (being any period without substantial rainfall for 14 days or more). Apply at a frequency of up to 2 times per week from April to the end of September (to a maximum of 20 visits in any one calendar year) as required during any continuous hot weather lasting more than 7 days. The Landscape Management Contractor shall be entirely responsible for varying the frequency of these visits according to climatic conditions and for contacting the landowner and agreeing the timing of any additional watering visits if required and where restrictions are placed on the use of water, sources and costs of obtaining second class water. The Landscape Management Contractor shall be responsible for any tree failures or excessive die back from drought stress during the management contract.

Occasional Works

6.3.6.Gapping up hedges: Where sections of hedgerow become thin or fail, gap up hedgerows with an appropriate mix of species to an approximate density of 6 plants/linear metre, planted in a double staggered row during the planting season (November through to mid-March inclusive). Gap up areas of less dense growth with additional plants as required to achieve a continuous hedge line taking due allowance for natural growth and regeneration of cut material. All plants should match those that the infill section will relate to.

6.4. PROPOSED WILDFLOWER PLANTING

Planting Description

6.4.1.An area of wildflower grassland will be created and maintained in relation to the green open space to the eastern aspect of the site. It is intended that these areas are maintained as 'meadow' and mowing is kept to a minimum. In addition, species rich grassland will be created across the site. These habitats will provide a suitable feature for invertebrates, foraging birds and bats.

6.4.2.The seed mix for both the wildflower meadow and species rich grassland has been selected () to ensure grassland matches the composition closely matches characteristics of the specific grassland habitat type.

Objectives

6.4.3.The management objectives for wildflower meadow and species rich grassland to reach a "Moderate Habitat Condition" will be to:

- To ensure cutting of grassland to provide varied sward height (at least 20% of the sward is less than 7 cm and at least 20% is more than 7 cm) creating microclimates which provide opportunities for insects, birds and small mammals to live and breed.
- To maintain re-seeding where bare ground is identified to ensure cover of bare ground is between 1% and 5%, including localised areas, for example, rabbit warrens.
- To ensure control cover of bracken and scrub to ensure cover is less than 20% and cover of scrub (including bramble) less than 5%.
- To ensure controlled absence of invasive non-native species and undesirable species make up less than 5% of ground cover.
- To ensure the satisfactory establishment of the grass sward; and
- To maintain healthy, suitable and low maintenance grass area, appropriate to function and use.

Annual Works

6.4.4.Mowing and edging: In the first year of establishment the grass shall be mowed regularly to prevent weeds smothering the slower growing grasses. Allow for at least one cut a month from May to October. In the following years mowing of wildflower grass should be kept to a minimum. Allow for maximum of 2 cuts a year (June-July and September-October). All grass shall be mown with a rotary/flail mower. Delay cutting of grass in case of extreme draught. The edge of paving and grass shall be kept neat using trimmers or edge clippers once per month during the growing season and will provide a varied sward height.

6.4.5.General grass care: Apply a selective weed killer once a year, applying strictly in accordance with the

manufacturer's instructions, Control of Pesticide Regulations, COSHH Regulations and product COSHH sheet in suitable weather conditions. Do not apply any fertilisers to the sward. Control of invasive non-native and undesirable species through hand-picking or cutting back.

6.4.6. Watering wildflower grass areas: During the first 3 years following initial seeding or following re-seeding operations, water wildflower grass areas during periods of extreme drought (4 or more weeks without substantial rainfall) to a maximum of 15 occasions. To aid the natural establishment of grass areas, only water where unavoidable, where the grass is going brown and appears to be suffering from severe drought stress. When watering, water to field capacity in the morning or in the evening to reduce water evaporation, when the water is more likely to reach the roots. The Landscape Management Contractor shall be entirely responsible for varying the frequency of these visits according to climatic conditions and for contacting the landowner and agreeing the timing of any additional watering visits if required and where restrictions are placed on the use of water, sources and costs of obtaining second class water.

Occasional Works

6.4.7. Replacement of failed grass: Small areas showing signs of degradation shall be reseeded directly following the cutting. For more wholesale degradation of the grass sward, the entire area will require to be re-seeded. Cultivate or power-harrow the affected area until a fine tilth is achieved (removing stones greater than 20 mm) and grade until level with adjoining areas. Seed with a wildflower seed mix, raking until the seed is a few millimetres below the surface. Water thoroughly and maintain the soil in a moist condition, removing stones, weeding and mowing until the grass is established.

6.5. PROPOSED BULB AND SHRUB PLANTING

Planting Description

6.5.1. Bulb and shrub planting is proposed mainly in association with the western aspect of the site and the apartment block, providing visual amenity.

Objectives

6.5.2. The management objectives for ornamental planting to reach a "Poor Habitat Condition", will be to:

- Ensure the satisfactory establishment and growth of new planting;
- Maintain planting in a healthy and attractive condition and enhance the value of planting as a food source to wildlife; and
- Ensure continuity of the design approach and amenity value of planting.

Annual Works

6.5.3. Weeding: Remove all weed growth by hand as necessary to ensure weed free and tidy planting areas. Eight visits are required per growing season. Visits should occur approximately monthly in the growing season, subject to weather conditions from April to October, with an extra visit outside of the growing season in December or January to inspect the condition of the beds. Take great care not to disturb sheet or bark mulch; top up bark mulch levels where necessary for the first 3 years, using the same or similar product to that previously supplied. For planting using a non-biodegradable weed suppressant membrane, reduce visits to 4 times per year in the growing season. Where a biodegradable weed suppressant fabric has been used, this will have disappeared within the establishment phase. Weeding frequency should therefore be varied according to the site and density of vegetation cover and in any event should be between 4 and 8 i.e. whatever is required to achieve a weed free scheme. All weeds shall be removed from the site.

6.5.4. Spot Herbiciding: Where required, persistent perennial weeds can be controlled using herbicide. For planting beds containing herbaceous plants and shrubs, apply a suitable folia-acting systemic translocated herbicide using a weed wiper device to avoid killing wanted plants. The use of herbicides should only be made following a risk assessment to consider potential effects on the environment and on human health, but also spray drift killing the wrong plants. The purchase, transport and storage of herbicides are regulated by Part III of the Food and Environment Protection Act 1985, Control of Pesticides (Amendment) Regulations 1997; the Health and Safety at Work Act 1974; the COSHH Regulations, the product COSHH sheet and EC Directive 91/414/EEC (the "Authorization Directive") and the Plant Protection Products Regulations 1995 as amended by the Plant Protection Products (Basic Conditions) Regulations 1997. All herbicides must have an appropriate full or "off-label" approval

for use in a relevant situation. Refer to the Pesticide Safety Directive, for which the website is given here for your assistance: www.pesticides.gov.uk. All pesticides shall be applied in suitable calm weather conditions; allow for repeat spraying as required to achieve a complete kill. Apply herbicide as required and at intervals to ensure no regeneration of weed, usually equating to four sprays per year during the growing season at 6 week intervals, from late April onwards. The timing of visits may vary according to weather conditions. Extreme care must be taken to avoid damage to surrounding plants and grass, and to avoid spray drift. Any damage resulting from incorrect usage, spillage, and spray drift, to be rectified at the Landscape Management Contractor's expense.

6.5.5. General planting maintenance: At each visit firm in and straighten any loose plants. Top up bark mulch levels where necessary for the first 3 years, using the same or similar product to that previously supplied to maintain an approximate depth of 50mm to reduce competition from weeds and retain soil moisture. All shrubs shall be fertilised using an approved liquid feed (N10:P15:K10) at a rate of 60g/m² during early May and late September.

6.5.6. Watering: Water specimens during dry periods (being any period without substantial rainfall for 14 days or more). Water all shrubs to field capacity (minimum 10 litres per m²) and water all large specimens at 10 litres each. Apply water at a frequency of up to 2 times per week from April to the end of September (to a maximum of 15 visits in any 1 calendar year) as required during any continuous hot weather lasting more than 7 days. The Landscape Management Contractor shall be entirely responsible for varying the frequency of these visits according to climatic conditions and for contacting the Adopting Organisation and agreeing the timing of any additional watering visits if required and where restrictions are placed on the use of water, sources and costs of obtaining second class water. The Landscape Management Contractor shall be responsible for any tree failures or excessive die back from drought stress during the management contract.

Occasional Works

6.5.7. Replacement and enhancement planting: Cut back any herbaceous plants where they have become old, misshapen, leggy or they have lost their vigour. Specimen plants that fail to show growth or develop full foliage (including plants damaged during management operations), where such plant failure leaves a gap in the foliage not filled by adjacent plants, shall be replaced with stock of the size, species and quality originally specified. Include any plants that are destroyed by vandalism, theft or similar cause through no fault of the Landscape Management Contractor, up to and not exceeding 5% of the plant stock. Specimens or herbaceous plants so replaced shall be the same as those specified, previously supplied and approved. Nursery stock shall be container grown and shall be a minimum stock size of a 3L pot. Planting should be implemented and maintained in accordance with good horticultural practice. Include any works necessary to enable planting to be properly carried out i.e. removal and disposal of dead material off site and for topping up/replacement of bark mulch. Once annually the site shall be considered for the need for any strategic replacement or enhancement planting, to broaden the age class of vegetation in the interests of the long-term sustainability of strategically important vegetation.

6.6. AMENITY GRASSLAND

Planting Description

6.6.1. Areas of amenity grassland will be created. The mowing frequency will be related to the grass mix and function of each area. Although grass areas will generally be subject to a regular cutting regime for aesthetic reasons, the height of the sward can be varied according to amenity and to ensure nature conservation benefits.

Management Objectives

6.6.2. The management objectives for amenity grass areas to reach a "Poor Habitat Condition" will be to:

- To ensure the physical damage will be maintained to less than 5% of the total area. Where damage does occur, this would be rectified by reseeded.
- To ensure the cover of bare ground is between 1% to 5%.
- To ensure the cover of bracken is to be less than 20% of the total habitat area.
- To ensure there is an absence of invasive non-native species.
- To ensure the satisfactory establishment of the grass sward; and
- To maintain healthy and suitable grass areas, appropriate to function and use.

Annual Works

- 6.6.3. **Mowing and edging:** Amenity grass areas shall be regularly mown in order to maintain the visual amenity of the area. Mowing frequency and height shall be adjusted the function and use of each area and to maintain a varied sward height, as in line with the management objectives:
- 6.6.4. Close mown lawns shall be cut weekly at peak growing times (mid-March to mid- June and September to October), reducing to once a fortnight in hot and dry summer weather, usually between mid-June and late-August. In mild autumns, one further cut may be needed in November. Allow for a maximum of 20 cuts per year.
- 6.6.5. For verges and general amenity areas grass areas shall be cut fortnightly from Mid- March until the end of October. Reduce frequency to every 21 days in hot and dry weather. Allow for a maximum of 12-15 cuts per year.
- 6.6.6. **General lawn care:** Apply an approved turf fertilizer, selective weed killer and moss retardant in May and September, applying strictly in accordance with the manufacturer's instructions, Control of Pesticide Regulations, COSHH Regulations and product COSHH sheet in suitable weather conditions. Otherwise, amenity grass areas shall be weeded either by hand or (especially persistent weeds) herbicide treated in order to maintain the visual amenity of the area. Removal and controlled maintenance of bracken and invasive non-native species by hand or strimming.
- 6.6.7. **Watering amenity grass areas:** During the first 3 years following initial seeding or following re-seeding operations, water amenity grass areas during periods of extreme drought (2 or more weeks without substantial rainfall) to a maximum of 15 occasions. After establishment continue to water only if deemed to be required. To aid the natural establishment of grass areas, only water where unavoidable, where the grass is going brown and appears to be suffering from severe drought stress. When watering, water to field capacity (minimum 20 L/m²) in the morning or in the evening to reduce water evaporation, when the water is more likely to reach the roots. The Landscape Management Contractor shall be entirely responsible for varying the frequency of these visits according to climatic conditions and for contacting the landowner and agreeing the timing of any additional watering visits if required and where restrictions are placed on the use of water, sources and costs of obtaining second class water.

Occasional Works

- 6.6.8. **Replacement of failed turf:** Small areas of dead, dying or failing grass shall initially be made good through changes to the mowing regime or through temporary protection of high wear areas using temporary fencing or similar. Larger areas of degradation may require re-cultivating and reseeded. Cut out sections of distressed and failing or dead areas of turf using a suitable turf-stripping machine or for small areas by hand. Supply and lay new turf of a suitable standard and lay flush with existing sward, filling any cracks and top dressing with a mix of sand and screened topsoil. This sand/soil mix shall also contain grass seed of the same or similar species to the turf. For more wholesale degradation of the turf sward, the entire area will require to be re-seeded. Cultivate or power-harrow the affected area until a fine tilth is achieved (removing stones greater than 20 mm) and grade until level with adjoining areas. Apply a pre-seeding fertilizer with a general amenity seed mix such as Barenbrug e1 or other equal and approved, raking until the seed is a few millimetres below the surface. Water thoroughly and maintain the soil in a moist condition, removing stones, weeding and mowing until the grass is established.

7 LANDSCAPE IMPLEMENTATION, MONITORING AND REVIEW

7.1. IMPLEMENTATION

- 7.1.1. Highstone Housing Association will be established for the site to undertake all management aspects relating to the external landscape areas.
- 7.1.2. Highstone Housing Association will coordinate all management of the site in perpetuity in accordance with Landscape and Ecological Management Plan and the accompanying maintenance schedules.
- 7.1.3. Highstone Housing Association may also appoint from time to time consultants to provide specialist advice, monitoring or to undertake a watching brief in relation to particular aspects of this site or specific maintenance operations. This may include suitably qualified ecologists, arboriculturists, landscape architects, engineers and/or health and safety.
- 7.1.4. All works, materials and operations will be in accordance with relevant legislation, British Standards, Regulations (including the CDM Regulations) and Codes of Practice.

7.2. PROCESSING FOR MONITORING AND REVIEW

- 7.2.1. The Biodiversity Enhancement Management Plan and maintenance schedules will be monitored and assessed for their effectiveness on an annual basis for the first five years following the completion of the facility.
- 7.2.2. Each annual review will be coordinated and completed by a suitably qualified representative of the Management Company. The review will include advice from specialist consultants as required (such as a qualified arboriculturist and ecologist), the Landscape Management Contractor and other stakeholders including representative(s) from the LPA and local residents.
- 7.2.3. To this end the review shall may include (as appropriate):
- Specialist reports - advising on particular aspects such as protected species, general silvicultural husbandry and health and safety issues;
 - Records or attendance sheets demonstrating the maintenance work undertaken; and
 - A walk over assessment of the landscape areas to assess landscape components and their condition, and the need for enhancement including minutes.
- 7.2.4. The review should identify any changes to site conditions and circumstances, whether the aims and objectives of the Landscape and Ecological Management Plan are being met, and where identified changes are needed to existing management practices and timeframes. Furthermore, any strategic enhancements, including new planting should be identified and priorities established for undertaking these works.
- 7.2.5. Within 1 calendar month of the review, a revised Biodiversity Enhancement Management Plan shall be produced (if appropriate) and circulated to stakeholders. Within 5 years of the completion of the site, then the revised document shall be submitted to the LPA as a non-material amendment to the previously approved Management Plan.
- 7.2.6. After the first five years the BEMP will be reviewed every five years, or as required to ensure the satisfactory management of the landscape in perpetuity.
- 7.2.7. A qualified ecologist is to undertake an updated Biodiversity Net Gain Assessment to assess the extent of the proposed listed habitats and their quality (i.e. condition status), of which are inline with what was outlined within the Biodiversity Net Gain Assessment (ECUS, 2022). The assessment is to be completed, following the 1st year of completion, and then every 5 years following this. The assessment is to be provided to the relevant Local Planning Authority to confirm that projected targets contained within the biodiversity metric are being met. These requirements are set out in the Section 106 agreement (appended to this Plan). Should the habitats and their quality not be considered to be inline with the Biodiversity Net Gain Assessment, the remedial measures will be outlined within an updated BEMP.

8 DETAILS OF MANAGEMENT

8.1. DOCUMENTATION FOR OPERATORS

8.1.1. All areas subject to this plan are identified on the following landscape plans: Landscape Master Plan (Highstone, 2022). The hand-over to the Management Company will include this document and relevant drawings and will enable the Management Company to know which areas of the site are covered by which section of this Management Scheme.

9 SUMMARY

9.1.1. This plan has provided as follows:

- The Landscape Masterplan (Highstone, 2022) demonstrates proposed landscaping proposals.
- A schedule of actions to create or enhance and maintain each habitat at the required quality for a period of 30 years, to achieve the desired condition and to meet the Biodiversity Net Gain requirement;
- A schedule of ecological monitoring for the 30 year period identifying when key indicators of habitat maturity should be achieved; and
- A schedule of actions to be undertaken in case signs of failing are identified, so target conditions can be obtained.

10 BRITISH STANDARDS

11.1.1. In addition to the standards described above, the soft landscape works should meet the following British Standards:

Topsoil Handling, Stripping and Storage

- BS ISO 15799:2003 Soil quality – guidance on ecotoxicological characterisation of soils and soil materials BS 3882:1994 Specification for topsoil
- BS 6031:1981 Code of practice for earthworks
- BS 4428:1989 Guide of practice for general landscape operations (excluding hard surfaces) AMD 6784

Quality of Trees and Shrubs

- BS 3936-1:1992 Nursery stock specification for trees and shrubs BS 3936-5:1985 nursery stock specification for poplars and willows
- BS 3936-10:1990 nursery stock specification for ground cover plants

Maintenance of Gardens/ Landscapes

- BS 7370-3:1991 grounds maintenance recommendations for maintenance of amenity and functional turf (other than sports turf)
- BS3998: 2010 'Tree Work – Recommendations 'and AMD 6549

Horticulture

- BS EN 12579:2000 Soil improvers and growing media - sampling
- BS EN 13037:2000 Soil improvers and growing media - determination of pH

Biodiversity

- BS42020 Biodiversity – Code Of Practice For Planning & Development

11 BIBLIOGRAPHY

- Collington Winter Environmental Ltd (2022). Biodiversity Net Gain Assessment. Ref: CW20-243 R1 Claro Road, Harrogate.
- Highstone Housing Association (2022). Landscape Masterplan. Ref: HA-MRLW-004

Hard landscape, paved areas	Year 1	Year 2	Year 3	Year 4	Year 5	Years 6 to 30 and future years
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GENERAL – ALL AREAS

General – All Areas	Year 1	Year 2	Year 3	Year 4	Year 5	Years 6 to 30 and future years
Weekly visual inspection of all areas; removal of any litter, debris or fly tipping as necessary.	Fortnightly	Monthly	Monthly	Monthly	Monthly	Monthly
Keep all grassed and planted areas tidy, rake and remove by hand all grass cuttings, litter and rubbish.	Fortnightly	Monthly	Monthly	Monthly	Monthly	Monthly
All planted areas lightly cultivated, forked over to remove compaction, raked level, hand weeded.	2 x year in March/ Oct	2 x year in March/ Oct	2 x year in March/ Oct	2 x year in March/ Oct	2 x year in March/ Oct	2 x year in March/ Oct
Firming up: plants which have become loosened, lifted up or out of the ground to be set upright and re-firmed by treading.	Monthly	2 x year in March/ Oct	2 x year in March/ Oct	2 x year in March/ Oct	2 x year in March/ Oct	2 x year in March/ Oct
Stakes and ties: check stakes are secure and adjust ties to allow for growth as necessary, avoid chaffing of bark. Remove stakes at the end of the third growing season.	2 x year in March/ Oct	2 x year in March/ Oct	2 x year in March/ Oct	2 x year in March/ Oct	2 x year in March/ Oct	2 x year in March/ Oct
Pest and disease control: plants to be inspected and kept free of pests and diseases; control measures to be applied in accordance with manufacturers rates as necessary.	1 x year in June	1 x year in June	1 x year in June	1 x year in June	1 x year in June	1 x year in June
Diseased or dead plants to be removed and replaced with appropriate species.	2 x year in March/ Oct	2 x year in March/ Oct	2 x year in March/ Oct	2 x year in March/ Oct	2 x year in March/ Oct	2 x year in March/ Oct

MAINTENANCE OF SOFT PLANT LANDSCAPED AREAS

Tree planting	Year 1	Year 2	Year 3	Year 4	Year 5	Years 6 to 30 and future years
Water monthly in growing season (March to September) and at least weekly in dry periods to maintain healthy growth.	Monthly or weekly in dry periods	Monthly or weekly in dry periods	Monthly or weekly in dry periods	Monthly or weekly in dry periods	Monthly or weekly in dry periods	As required in prolonged dry periods
Apply granular slow- release fertiliser at approved rates in spring (March/April).	1 x year in Feb/March	1 x year in Feb/March	1 x year in Feb/March	1 x year in Feb/March	1 x year in Feb/March	1 x year Feb/March
Apply organic wood chip/ bark mulch min 5 cm thick, 1 m circle around tree stem.	2 x year in March/ Oct	2 x year in March/ Oct	1 x year in Oct	1 x year in Oct	1 x year in Oct	1 x year in Oct
Remove all tree ties, stakes or supports.			Year 3/4			

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DATED 2nd September 2022

(1) THE COUNCIL OF THE BOROUGH OF HARROGATE

-and-

(2) HIGHSTONE HOMES LIMITED

DEED OF VARIATION

made pursuant to Section 106 and 106A
of the Town and Country Planning Act 1990 (as amended)

In connection with an Agreement pursuant to section 106 of the
Town and Country Planning Act 1990 and section 111 of the Local Government Act 1972
relating to land at 34 Claro Road Harrogate North Yorkshire HG1 4AU

WALKER MORRIS LLP

33 Wellington Street

Leeds

LS1 4DL

Tel: 0113 2832500

Ref: JYK

THIS DEED is made the 2nd day of September 2022

BETWEEN:

- (1) **THE COUNCIL OF THE BOROUGH OF HARROGATE** of Civic Centre, St Lukes Mount, Harrogate, HG1 2AE (hereinafter called "the Council"); and
- (2) **HIGHSTONE HOMES LIMITED** (Company No 09462248) of Broadstone Farm, Browns Edge Road, Ingbirchworth, Sheffield, South Yorkshire, S36 7GR (hereinafter called the "Developer").

1 DEFINITIONS & INTERPRETATION

1.1 In this Deed the following words and expressions shall have the following meanings:

"DAY" means Disability Action Yorkshire (Company No 03013324 and registered charity number 1044373) of Unit 14a Hornbeam Park Oval, Harrogate, North Yorkshire, HG2 8RB;

"Deed" means this deed;

"Section 106 Agreement" means the agreement made pursuant to Section 106 of the 1990 Act dated 30 May 2022 and made between (1) the Council; (2) the Highstone Homes Limited; and (3) Disability Action Yorkshire;

"Section 111 Agreement" Means the agreement pursuant to Section 111 of the Local Government Act 1972 dated 30 May 2022 and made between (1) the Council; and (2) Highstone Homes Limited.

1.2 Where the context so requires:

- 1.2.1 all the words and expressions beginning with capital letters in this Deed shall have the same meanings ascribed to them in the Section 106 Agreement and Section 111 Agreement and shall be construed accordingly save to the extent that this Deed otherwise provides.;
- 1.2.2 the singular includes the plural and vice versa and words importing the masculine gender only include the feminine gender and extend to include a corporation sole or aggregate;
- 1.2.3 references to any party includes the successors in title of that party;
- 1.2.4 where a party includes more than one person any obligations of that party shall be joint and several;
- 1.2.5 references to clauses paragraphs and schedules are references to clauses paragraphs and schedules to this Deed and are for reference only and shall not affect the construction of this Deed.

2 RECITALS

- 2.1 The Council is the local planning authority for the purpose of the 1990 Act for the area within which the Property is situated and is the authority by whom the obligations hereby created are enforceable.
- 2.2 This Deed is supplemental to the Section 106 Agreement and varies the Section 106 Agreement only to the extent set out in this Deed.
- 2.3 On 30 May 2022 the Council and the Developer entered into a Section 111 agreement stating that upon the Disposal of the Council's Land the Disponee or the Developer (as the case may be) shall enter into the Varied Section 106 Agreement so as to bind the interest which is the subject of the Disposal. DAY agreed to enter into the Varied Section 106 Agreement only in the event that it retained an interest in the Owner's Land.
- 2.4 On 23 June 2022 the part of the Property registered at HM Land Registry with title number YK283876 was transferred from the Council to the Developer.

- 2.5 On 23 June 2022 the Property registered at HM Land registry with title number NYK328306 was transferred from DAY to the Developer, DAY has not retained an interest in the Owner's Land.
- 2.6 The Council and the Developer have agreed that the Section 106 Agreement shall be varied as set out in clause 3.3 of this Deed and the parties have agreed to enter into this Deed in order to vary the terms of the Section 106 Agreement accordingly.

3 OPERATIVE PROVISIONS

- 3.1 This Deed is made pursuant to section 106A of the 1990 Act and all other powers so enabling and is a planning obligation for the purposes thereof with the intent that it shall bind the interests of the Developer and its successors in title to each and every part of the Property and its assigns as provided in these clauses and in the clauses of the Section 106 Agreement.
- 3.2 The parties hereto hereby mutually agree to vary and supplement the terms of the Section 106 Agreement so that the Section 106 Agreement shall from today be read and construed as follows:
- 3.2.1 Clause 1 of the Section 106 Agreement shall be deleted and replaced with the following;
- "This Deed is made pursuant to the provisions of Section 106 of the Act and to the extent that the covenants in this Deed are not made under Section 106 of the Act they are made under Sections 111 and 139 of the Local Government Act 1972 the Localism Act 2011 and all other powers so enabling with the intention to bind the Owner's interest in the Property and the obligations in this Deed on the part of the Owner are planning obligations for the purposes of the Act enforceable by the Council and where specified by the County Council."
- 3.2.2 The definition of "Council's Land", "Owners Land" and "Plan 2" in clause 2.1 of the Section 106 Agreement shall be deleted.
- 3.2.3 Clause 4.1 of the Section 106 Agreement shall be deleted and replaced with the following;

"This Deed shall be registered against the Property as a local land charge for the purposes of the Local Land Charges Act 1975 by the Council"

- 3.2.4 Clause 4.2 of the Section 106 Agreement shall be deleted and replaced with the following;

"This Deed shall be enforceable against the Owner to the extent specified in Section 106(3) of the Act and against any person for the time being deriving title from the Developer as provided in Section 106 of the Act but **PROVIDED THAT** the Owner has, prior to such transfer, first provided to the Council the name and address of the transferee of the Property (including, in the case of a corporate body, its company number and registered office) then, in accordance with Section 106(4) of the Act, the Owner shall not have any further liability under this Deed (but without prejudice to the rights of either party in respect of any antecedent breach) in respect of any period during which the Owner (or as the case may be such other person) no longer has an interest in the Property"

4 IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- 4.1 This Deed shall be construed as one with the Section 106 Agreement.
- 4.2 The provisions of the Section 106 Agreement continue to be enforceable by the Council and to bind the Property in all respects save for as varied by this Deed, but for the avoidance of doubt the alterations and amendments hereby made shall to the extent only that they are material supersede specific provisions to the contrary in the Section 106 Agreement as varied by this Deed and the Section 106 Agreement as varied by this Deed shall always be read together (*mutatis mutandis*) with the latter to that extent predominating.
- 4.3 No person who is not a party to this Deed may enforce any terms hereof pursuant to the Contracts (Right of Third Parties) Act 1999 provided that this clause shall not affect any right of action of any person to whom this Deed has been lawfully assigned or becomes vested in law.
- 4.4 The obligations hereby created shall be registered as a Local Land Charge.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

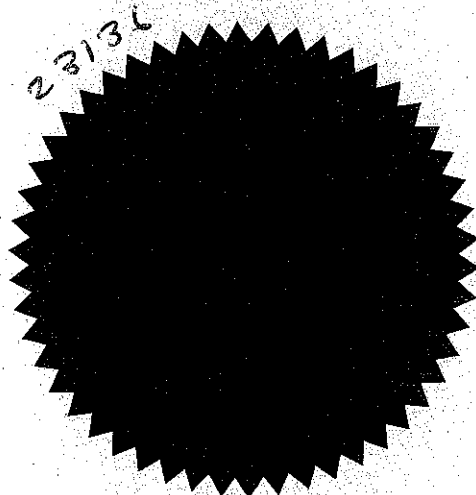
EXECUTED AS A DEED by affixing)
THE COMMON SEAL of)
THE COUNCIL OF THE BOROUGH)
OF HARROGATE)

in the presence of:

R Joyce

Authorised Signatory

R Joyce



EXECUTED as a DEED (but not delivered)
until the date hereof) by)
HIGHSTONE HOMES LIMITED)
Acting by a Director)

Lloyd
L.L

in the presence of:

Witness Signature *ERoberts*

Witness Name EMILY ROBERTS

Address 30 CUMBERWORTH LANE, HD8 8PA

Occupation ACCOUNTS ASSISTANT

