

Dated 24th July 2025

ROSSENDALE BOROUGH COUNCIL

and

LANCASHIRE COUNTY COUNCIL

and

PEEL L&P INVESTMENTS (NORTH) LIMITED

and

NORTHSTONE DEVELOPMENT LIMITED

.....

A PLANNING OBLIGATION BY AGREEMENT

SECTION 106 TOWN AND COUNTRY PLANNING ACT 1990

**relating to land adjacent to Pinfold and Blackburn Road and adjacent to Burnley Road, Edenfield,
Bury, Lancashire**

Rossendale Borough Council
The Business Centre
Futures Park
Bacup
OL13 0BB

THIS AGREEMENT is made the 24th day of July 2025
BETWEEN

- (1) **ROSSENDALE BOROUGH COUNCIL** of Futures Park, Bacup, OL13 0BB ("the Council"); and
- (2) **LANCASHIRE COUNTY COUNCIL** of PO Box 100, County Hall, Fishergate, Preston, Lancashire. PR1 0LD ("the County Council")
- (3) **PEEL L&P INVESTMENTS (NORTH) LIMITED** (company number 187724) of Venus Building 1 Old Park Lane, Trafford City, Manchester, England, M41 7HA ("the First Owner"); and
- (4) **NORTHSTONE DEVELOPMENT LIMITED** (company number 11501341) of Venus Building, 1 Old Park Lane, Trafford City, Manchester, M41 7HA ("the Developer").

1. **Recitals**

- 1.1 The Council is the local planning authority for the purposes of the Act for the area within which the Site is located.
- 1.2 The County Council is the highways authority for the administrative area in which the Site is located.
- 1.3 The Developer has applied to the Council pursuant to the Act for permission to develop the Site under Application reference 2023/0396 and enters into this Agreement with the intention that it is bound by the obligations contained herein.
- 1.4 The First Owner is the freehold owner of the part of the Site comprising of Area 2 which is registered (together with other land) at the Land Registry under title number LAN483634 with title absolute
- 1.5 The Developer acquired the remainder of the Site from the First Owner together with the Additional Land which are together registered at the Land Registry under title number LAN298245 and LAN298243 with title absolute.
- 1.6 The Developer has been granted a licence by the First Owner in respect of Area 2 to undertake those part of works comprising the Development located within Area 2. The Developer has the benefit of an agreement with the First Owner for the grant of a long lease of Area 2 on completion of such works.
- 1.7 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Section 106 of the Act and Owner is the person against whom such obligations are enforceable in respect of the Site and the Additional Land.

"Affordable Housing Commuted Sum"	a sum to be agreed between the Council and the Developer for the provision of alternative Affordable Housing within the administrative area of the Council
"Affordable Housing Plan"	the plan annexed hereto and marked "Plan 3" or such other plan(s) as may be agreed in writing by the Council (with the Council having no obligation to agree any changes), showing the tenure, plot number and location of the Affordable Housing Units
"Affordable Housing Provider"	a Registered Provider, registered social landlord or a housing association or similar organisation registered in accordance with section 80 of the Housing and Regeneration Act 2008 or if such bodies cease to exist or are superseded the equivalent body whose main objectives included the provision of Affordable Housing and to whom the Affordable Housing Units may be transferred as approved by the Council in writing (such approval not to be unreasonably withheld or delayed)
"Affordable Housing Scheme"	the scheme for the provision of 30% Affordable Housing on the Site in accordance with the Affordable Housing Plan and as referred to at paragraph 1 of Part 1 of the Fifth Schedule
"the Affordable Housing Units"	each of the 15 Dwellings to be used as Affordable Housing on the Site as detailed in the Affordable Housing Plan which shall comprise of 15 Affordable Rented Units as shown on the Affordable Housing Plan and the expression "Affordable Housing Unit" shall be construed accordingly
Affordable Rented Housing	Affordable Housing let at a rent including service charges that shall be no more than 80% (eighty per cent) of the Local Market Rent and "Affordable Rented Unit" shall be construed accordingly
"the Application"	the application for full planning permission numbered 2023/0396 for the development of the land shown edged red on Plan 1 for 50 Dwellings and all associated works on the Site
"Approved Person"	a person who meets the criteria set out in the Sixth Schedule (as applicable) as determined by the Affordable Housing Provider (acting reasonably)
"Area 2"	that part of the Site numbered with a 2 on Plan 1 and which is within title number LA483634
"Biodiversity Net Gain Land"	the Managed BNG Land and the Vegetated Gardens on which a 10% biodiversity net gain on the Site and the Additional Land will be provided

"Biodiversity Net Gain Monitoring Fee"	a monitoring fee of £8,003 (which for the avoidance of doubt shall not be Index Linked)
"Biodiversity Net Gain Scheme"	the scheme for the provision of a biodiversity net gain on the Managed BNG Land including its implementation, management, maintenance and monitoring as set out in the On Site HMMP and the Off Site HMPP appended at Appendix 1 and Appendix 2 respectively of this Agreement (as may be amended from time to time with the written approval of the Council)
"Biodiversity Net Gain Works"	the works set out in the Biodiversity Net Gain Scheme and otherwise required to implement the Biodiversity Net Gain Scheme
"the Borough"	the Borough of Rossendale
"Commence"	the carrying out of a material operation as defined by section 56 (4) of the Act (excluding for the purposes of this Agreement and for no other purpose any Preparatory Operation) in accordance with the Planning Permission and the expressions "Commencement" and "Commencement Date" shall have a corresponding meaning
"Communal Area"	the areas of landscaping, open space, unadopted areas and communal areas shown hatched green on Plan 2 to be provided on the Site or such other plan(s) as may be agreed in writing by the Council (with the Council having no obligation to agree any changes)
"Completed"	means completion of construction of the relevant Dwelling so that it is ready for immediate use and occupation, with a cover note for a new build housing construction warranty (such as NHBC Buildmark) having been issued in respect of such Dwelling
"Contributions"	the Playing Pitch Contribution
"CPI"	the Consumer Prices Index (CPI) published by the Office for National Statistics or such alternative index determined by the Council or County Council (as appropriate) to the Owner in writing
"Development"	the development proposed in the Application and described at the Second Schedule
"Dwelling"	a residential dwelling (including a house, apartment, bungalow or maisonette) to be constructed on the Site as authorised in accordance with the Planning Permission and "Dwellings" shall be construed accordingly and includes both Market Units and Affordable Housing Units

"Edenfield Neighbourhood Area"	the neighbourhood area of Edenfield as designated by the Council from time to time
"Homes England"	Homes England or any body corporate charged under the Housing and Regeneration Act 2008 with the functions of regulating provision of Affordable Housing or if such body ceases to exist or is superseded the equivalent or successor body
"Housing Authority"	Rossendale Borough Council
"Housing Need"	living in unsuitable housing conditions and/or being unable to afford suitable housing within the Borough at open market prices
"Interest"	interest at the rate of 4 per cent above the base lending rate of the Bank of England from time to time unless where otherwise expressly stated herein
"in writing"	any reference to any communication, determination, information, decision, agreement or notice being in writing to RBC this should be made via letter to the Head of Planning and additionally emailed to planning@rossendalebc.gov.uk and forwardplanning@rossendalebc.gov.uk and in writing to LCC via letter to Highways Team at PO Box 100, County Hall, Preston, PR10LD.
"Index Linked"	increased in accordance with the following formula: amount payable = the payment specified in this deed x (A/B) where: A = is the figure for the Index that applied immediately preceding the date the payment is made; and B = is the figure for the Index that applied when the index was last published before the date of this deed
"Local Market Rent"	the rent charged on the open market for a residential property of the same quality, size and type as the Affordable Rented Unit in the Borough
"Managed BNG Land"	the On Site BNG Land and the Off Site BNG Land (which are together shown shaded green on Plan 5) on which the Biodiversity Net Gain Works will be located and the Biodiversity Net Gain Scheme implemented
"Market Units"	all of the Dwellings (other than Affordable Housing Units), each of which are to be sold on the open market and the expression "Market Unit" shall be construed accordingly
"Market Value Notice"	the notice to the Council giving the sum of the Open Market Value of all of the Affordable Units

"Monitoring Report"	a written report which provides an assessment of the performance and efficacy of the Biodiversity Net Gain Scheme
"Occupation"	to occupy or permit or suffer to be occupied for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly.
"Open Market Value"	the price (that would be entered on the proprietorship register at HM Land Registry of the relevant Dwelling) at which the Dwelling might reasonably be expected to be sold at arm's length in the open market at the date of estimation based on the following assumptions: a. that the Dwelling has been Completed; b. a willing seller and buyer; c. there has been a reasonable period in which to negotiate the sale of the Dwelling taking into account the state of the market; d. the buyer has the benefit of all rights and easements required for the use of the Dwelling; e. the Dwelling is free from the terms of this deed; and f. the price that would be registered by the Land Registry
"Off Site HMMP"	the Habitat Management and Monitoring Plan relating to the Biodiversity Net Gain Works on the Off Site BNG Land appended at Appendix 2 or such other document as agreed in writing with the Council
"Off Site BNG Land"	Is the Additional Land (and which is also coloured green on page 4 of Plan 5)
"Off Site Target Condition"	each target condition for the habitat enhancement and creation works as set out in section 5 of the Off Site HMMP
"Off Site Target Condition Date"	means in respect of each Off Site Target Condition the date set out in the Off Site HMMP as being the end of the period in which the relevant Off Site Target Condition is to be achieved
"On Site BNG Land"	The parts of the Site shown coloured green on pages 2 and 3 of Plan 5
"On Site BNG Works Commencement Date"	the date that commencement of the On Site BNG Works actually arises provided that if actual commencement does not take place by the On Site BNG Commencement Deadline the On Site BNG Works Commencement Date shall be deemed (for the purposes of calculating the On Site BNG

	Works Completion Date only) to be the date of the On Site BNG Works Commencement Deadline
"On Site BNG Works Commencement Deadline"	one year from Development Commencing on the Site
"On Site BNG Works Completion Date"	the end of the first planting season arising after the On Site BNG Works Commencement Date (or such other date as shall be agreed in writing between the Developer and the Council)
"On Site Monitoring Report Date"	the first, second, third, fourth, fifth, tenth, fifteenth, twentieth, twenty fifth, twenty seventh and thirtieth anniversaries of the Site Biodiversity Net Gain Scheme Works Completion Dates
"On Site HMMP"	the Habitat Management and Monitoring Plan relating to the Biodiversity Net Gain Works on the On Site BNG Land which is appended at Appendix 1 or such other document as agreed in writing with the Council.
"On Site Target Condition"	each target condition for the habitat enhancement and creation works as set out in section 5 of the On Site HMMP
"On Site Target Condition Date"	means in respect of each On Site Target Condition the date set out in the On Site HMMP as being the end of the period in which the relevant On Site Target Condition is to be achieved
"Owner"	means together the First Owner and the Developer
"Plan 1"	the plan annexed hereto at Appendix 3 and marked "Plan 1"
"Plan 1"	the plan annexed hereto at Appendix 3 and marked "Plan 2"
"Plan 3"	the plan annexed hereto at Appendix 3 and marked "Plan 3"
"Plan 1"	the plan annexed hereto at Appendix 3 and marked "Plan 4"
"Plan 3"	the plans annexed hereto at Appendix 3 and marked "Plan 5"
"Planning Permission"	the full planning permission (as may be amended or varied from time to time) granted in accordance with the Application in the form of and subject to the conditions set out in the draft in the Third Schedule
"Playing Pitch Contribution"	the sum of £1,000 per Dwelling (totalling £50,000) to be paid to the Council for the provision of new and/or the improvement of existing playing pitches located in the Borough

"Preparatory Operation"	a material operation as specified in Section 56(4) of the Act provided that the term "material operation" in Section 56(4) shall not for the purposes of this Agreement include operations in connection with site clearance, demolition, ground stabilisation, archaeological investigation, investigation for the purpose of assessing contamination, removal of contamination, diversion and laying of Services, earthworks and the erection of means of enclosure for the purposes of site security and/or display of notices or advertisements, exploratory boreholes and any dug works, matters and operations to enable any of the foregoing to take place
"Protected Tenant"	any tenant or owner (or its successors) who either: a) has exercised the right to acquire the dwelling of which he is a tenant pursuant to section 16 of the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular rented Affordable Housing Unit; or b) has exercised any statutory right to buy the dwelling of which he is a tenant pursuant to Part V of the Housing Act 1985 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular rented Affordable Housing Unit
"Recycling"	recycling by the Affordable Housing Provider by procuring further Affordable Housing within the Borough of a type and in a location and tenure to be agreed between the Housing Authority and the Affordable Housing Provider (both to act reasonably)
"Recycling Percentage"	100% of the Rented Net Sale Proceeds
"Registered Provider"	any registered provider of social housing as defined under the Housing and Regeneration Act 2008 with the Regulator of Social Housing and has not been removed from the Register
"Remedial Steps"	any remedial steps required to ensure compliance with the Biodiversity Net Gain Scheme
"Rented Net Sale Proceeds"	the net consideration received by an Affordable Housing Provider on the sale of an Affordable Rented Unit (as referred to in paragraph 14.1 of Part 2B of the Fifth Schedule) based on the value of the relevant Dwelling after the deduction of all reasonable costs and expenses of an Affordable Housing Provider for such sale being its administrative costs, valuation costs, loan costs and legal costs and fees and any taxation liability arising

"Services"	all the media and apparatus for the supply and removal of water, sewerage, gas and electricity
"Site"	the land against which (together with the Additional Land) this Agreement may be enforced shown edged red on Plan 1 and as more particularly described in the First Schedule
"Target Condition Report"	a written report which provides full details of how each of the On Site Target Conditions and each of the Off Site Target Conditions (as applicable) have been achieved
"Tenancy"	is an assured tenancy where the Affordable Housing Unit is occupied by the individual household as their only or principle home by way of a lease
"Travel Plan Contribution"	the sum of £6,000 (six thousand pounds) Index Linked to be paid to the County Council for the purpose of supporting the development, implementation and review of the Travel Plan for a period of up to 5 years
"Vacant"	a building that is vacant and that is not abandoned
"Vegetated Gardens"	means the gardens to be provided as part of the Dwellings, forming part of the Biodiversity Net Gain Land and shown coloured in red on page 2 of Plan 5
"Working Day"	any day on which the clearing banks in the City of London are (or would be but for strike, lockout, or other stoppage affecting such banks generally) open during banking hours Monday to Friday (inclusive) excluding national holidays and the period 24 December - 1 January inclusive and excluding Saturdays, Sundays and bank holidays

- 2.2 The expressions "the Council", "the County Council", "the Owner", "the First Owner", and "the Developer" (save as provided for in clause 2.3) shall where the context admits include their successors in title, lessees and assigns (and in the case of the Council the successor to its statutory functions) and those deriving title under each of them.
- 2.3 For the purposes of Clause 5.2 only the expression "the Developer" shall mean Northstone Development Limited (company number 11501341) and shall not include its successors in title, lessees or assigns or those deriving title under it.
- 2.4 Words importing one gender shall be construed as including any gender and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

- 2.5 Words importing the singular shall be construed as importing the plural and vice versa.
- 2.6 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.7 The clause and the paragraph headings in the body of this Agreement and in the Schedules do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 2.8 Reference made to any clause paragraph or schedule or recital context is a reference to a clause paragraph or schedule or recital in this Agreement.
- 2.9 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.10 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council and/or the County Council the successors to their respective statutory functions.

3. Legal Effect

- 3.1 This Agreement is a planning obligation and is made pursuant to Section 106 of the Act and the obligations contained in this Agreement are planning obligations enforceable by the Council and the County Council (as applicable and in the case of relevant covenants made with each of them) for the purposes of that section insofar as they fall within the terms of sub-section 106(1) and with the intention that they bind the interests held by those persons in the Site and the Additional Land and their respective successors, lessees and assigns.
- 3.2 Insofar as any of the covenants contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000 and Section 1 of the Localism Act 2011 and all other enabling powers with the intention that the obligations contained herein are planning obligations for the purposes of the provisions in respect of the Site and the Additional Land which may be enforced by the Council and/or the County Council against the Owner.

- 3.3 The parties agree that the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) relating to planning obligations and all other relevant regulations thereunder are satisfied.

4. Commencement

This Agreement is conditional upon the grant of the Planning Permission and shall not take effect until the Commencement Date save in respect of any obligations in this Agreement expressly or obviously requiring compliance prior to the Commencement of Development or grant of Planning Permission which shall take effect immediately on completion of this Agreement

5. The Covenants of the Owner and the Developer

- 5.1 The Owner hereby covenants so as to bind its interest in the Site and the Additional Land with the Council to perform the obligations on its part specified in the Fourth, Fifth and Sixth Schedules and with the County Council to perform the obligations on its part specified in the Eighth Schedule

- 5.2 The Developer has possession of Area 2 and benefits from an agreement from the First Owner to be granted a long leasehold interest in Area 2 but at the date of this Agreement does not have an interest in Area 2 against which obligations in respect of Area 2 can be enforced pursuant to Section 106 of the Act. The Developer, by way of separate covenant to that contained at clause 5.1 and in respect of Area 2 only (and pursuant to clause 3.2 hereof) covenants with the Council (for as long as the Developer has possession of Area 2 and/or benefits from a licence over Area 2) to perform the obligations of the Owner specified in the Fourth, Fifth and Sixth Schedule (as if it were the Owner of Area 2) and to procure compliance by the First Owner with such covenants provided always that this covenant shall not in any way release or reduce any liability or obligation of the First Owner in respect of Area 2 pursuant to clause 5.1

6. The Covenants of the Council and the County Council

- 6.1 The Council hereby covenants with the Owner to perform the obligations on its part specified in the Fifth Schedule and the Seventh Schedule.
- 6.2 The County Council hereby covenants with the Owner to perform the obligations on its part specified in the Ninth Schedule.

7. Agreements and Declarations

It is hereby agreed and declared as follows:

- 7.1 Save as provided in respect of the successors in title to the Site and the Additional Land or any successor to the relevant statutory functions of the Council and/or the County Council in this Agreement shall not at any time be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 7.2 This Agreement is governed by and interpreted in accordance with the Law of England and the parties submit to the non-exclusive jurisdiction of the Courts of England.
- 7.3 Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Agreement at any time shall be deemed to have been validly served if delivered by hand or sent by pre-paid first class or recorded delivery post to the party to be served at its address herein specified or such other address as may from time to time be notified for this purpose by notice served under this Agreement, provided that:
- 7.3.1 any notice to be served on the Council (and any reference to any communication, determination, information, decision or agreement being in writing to RBC) must be addressed to the Head of Planning must also be copied, by email to planning@rossendalebc.gov.uk, s106@rossendale.go.uk and forwardplanning@rossendalebc.gov.uk and any such notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face value it is signed on behalf of the Council by an officer or duly authorised signatory thereof; and
- 7.3.2 any notice to be served on the County Council at PO Box 100, County Hall, Preston, PR1 0LD marked for the attention of Highways Team.
- 7.3.3 any notice to be served on the Developer must also be sent to Charlotte Rosser, Venus Building, 1 Old Park, Trafford City, Manchester, M14 7HA and marked for the attention of the Senior Development Manager.
- 7.4 Where any certificate, consent, permission, nomination or other approval is to be given by any party or any person on behalf of any party hereto under this Agreement the decision of the same shall not be unreasonably be delayed or withheld and if refused written reasons for the refusal shall be provided and any such certificate, consent, permission, nomination or other approval shall be given on behalf of the Council by the Head of Planning and on behalf of the County Council by the Head of Highways.

7.5 No person shall be liable for breach of a covenant contained in this Agreement after it shall have parted with all interest in the Site and/or the Additional Land (as applicable) or that part of the Site and/or the Additional Land (as applicable) in respect of which such breach occurred but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

7.6 Save in respect of the obligations in the Fifth and Sixth Schedules, this Agreement shall not be enforceable against:

7.6.1 the owners of Completed Dwellings that have been sold to private buyers (which shall for the avoidance of doubt exclude the Developer or any other party undertaking the Development of the Site) or tenants of any Dwelling constructed pursuant to the Planning Permission or against those deriving title therefrom;

7.6.2 any mortgagee or chargee of an owner of a Dwelling referred to in paragraph 7.6.1 or any receiver appointed by such a mortgagee;

7.6.3 a Registered Provider that has acquired a Completed Affordable Housing Unit(s) or its successors in title

7.7 The obligations in the Fifth and Sixth Schedules shall not be enforceable against:

7.7.1 owners of Completed Market Dwellings that have been sold to private buyers (which shall for the avoidance of doubt exclude the Developer or any other party undertaking the Development of the Site) or tenants of the Market Dwellings constructed pursuant to the Planning Permission or against those deriving title therefrom;

7.7.2 any mortgagee or chargee of an owner of a Market Dwelling referred to in paragraph 7.7.1 or any receiver appointed by such a mortgagee;

7.7.3 a Protected Tenant or against those deriving title therefrom and any mortgagee or chargee of a Protected Tenant or any receiver appointed by such a mortgagee.

7.8 This Agreement shall not be enforceable against:

7.8.1 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services;

- 7.8.2 the relevant highway authority to whom any part of the Site is disposed of for the purposes of adoption of any roads and/or footpaths and or/cycle ways to be constructed on the Site
- 7.9 PROVIDED ALWAYS THAT nothing in this Agreement restricts or is intended to restrict the exercise at any time by the Council or the County Council of any of its statutory functions or discretions, rights, powers, duties or obligations in relation to any part of the Site and/or the Additional Land (as applicable) or otherwise.
- 7.10 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or expires prior to the Commencement of Development and any Local Land Charge registered pursuant to clause 7.12 shall be cancelled as soon as reasonably practicable.
- 7.11 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site or the Additional Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 7.12 This Agreement shall upon completion be registered by the Council as a Local Land Charge.
- 7.13 If any sum due under this Agreement shall remain unpaid after the same has become due (without prejudice to any other right of the parties to this Agreement) Interest shall be paid thereon by the defaulting party to the other party from the date the sum becomes due to the date of actual receipt of the payment by the receiving party.
- 7.14 Obligations entered into by any party which comprises of more than one person shall be deemed to be joint and several.
- 7.15 This Agreement is binding on successors in titles and assigns.
- 7.16 No waiver (whether express or implied) by the Council and/or the County Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council and/or the County Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default.
- 7.17 If any provision in this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.

7.18 Nothing in this Agreement shall be construed as granting planning permission or any other approval consent or permission required from the Council and/or the County Council in exercise of any other statutory function.

7.19 In the event that an application is made pursuant to Section 73 of the Act for an amendment to the Planning Permission and planning permission is granted in respect of such application references to the Planning Permission in this Agreement shall be to the new planning permission granted pursuant to Section 73 of the Act as well and this Agreement shall apply to and remain in full force in respect of that new planning permission (and the original Planning Permission) without the need for a further agreement to be entered into pursuant to Section 106 of the Act.

7.20 If any form of development authorised by the grant of planning permission pursuant to an application under Section 73 of the Act would by itself or in combination with any other planning permission result in the need for planning obligations additional to those set out in this Agreement then such additional planning obligations shall be secured either by way of a new Agreement pursuant to section 106 of the Act or by way of a deed of variation of this Agreement pursuant to Section 106A of the Act.

7.21 If the Council or County Council for whatever reason considers it appropriate for a new agreement pursuant to section 106 of the Act or by way of a deed of variation of this Agreement pursuant to Section 106A of the Act to be entered into then the Owner hereby agrees to enter into such new agreement or deed of variation of this Agreement.

8. Disputes

8.1 Unless and to the extent not specified otherwise in this Agreement any dispute whenever arising (save for any disputes as to matters of law and any dispute in relation to the calculation of a contribution amount) shall be referred at any appropriate time by any party hereto to a person having appropriate professional qualifications and experience in such matters ("the Expert") appointed jointly by the parties or in default of agreement within ten (10) Working Days after either party has given to the other a written request requiring the appointment of the expert by the President for the time being of the Royal Institution of Chartered Surveyors or the President of such other professional body as shall be relevant for the nature of the dispute in question (as appropriate) (or on his behalf) on the application of either party and such reference shall be deemed to be submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

8.2 The Expert shall have at least 10 years post qualification experience in the area of the dispute in question.

- 8.3 The Expert shall act as an expert and not as an arbitrator and the decision of the Expert shall be final and binding upon the parties (except where there is a manifest error and/or on a matter of law) and the following provisions shall apply to the Expert.
- 8.4 The charges and expenses of the Expert shall be borne between the parties in such proportions as the Expert may direct.
- 8.5 The Expert shall give each of the parties an opportunity to make representations to him before making his decision which he shall make available to the other parties on request.
- 8.6 The Expert shall be entitled to obtain opinions from others if he so wishes.
- 8.7 The Expert shall make his decision on valuation matters within the range of any representations made by the parties.
- 8.8 The Expert shall comply with any time limits or other directions agreed by the parties on or before his appointment.
- 8.9 If the Expert is unable or unwilling to accept his appointment or to carry out his functions then either party may apply for a replacement to be appointed in his place and this procedure may be repeated as often as necessary.
- 8.10 The decision of the Expert must be given in writing setting out the reasons behind such decision.
- 8.11 If the parties fail to agree as to the nature of the difference or question then a decision as to the nature of such difference or question shall be referred to a solicitor of at least ten (10) years post qualification experience in the same manner and the same terms as set out in clauses 8.1 to 8.11 inclusive who shall determine which type of professional should be appointed in relation to such matter.
- 8.12 The provisions of this clause shall not affect the ability of the Council and/or the County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

9. Legal Costs

9.1 The Developer agrees to pay to the Council on the date hereof the sum of £4,200.00 as a contribution towards the reasonable legal costs incurred by the Council in the negotiation preparation and execution of this Deed.

9.2 The Developer agrees to pay to the County Council on the date hereof the sum of £2,035.00 as a contribution towards the reasonable legal costs incurred by the County Council in the negotiation preparation and execution of this Deed.

10. Notice of Change in Ownership

The Owner agrees with the Council and the County Council that until all obligations under this Agreement have been discharged to give the Council and the County Council notice of any change in ownership of any of their legal interests in the Site and/or the Additional Land and the creation of any new legal interests by them on the Site and/or the Additional Land (save for the sale of any individual Dwellings that do not trigger any obligations hereunder and transfer to statutory undertakers) within fifteen (15) Working Days of the occurrence of such change or creation and such notice shall give details of the transferee's full name and registered office (if a company) or usual address together with the area of the Site or relevant unit of occupation and/or the Additional Land by reference to a plan.

11. Developers Consent

The Developer consents to its interest in Area 2 being bound hereby and covenants with the Council and the County Council that upon acquiring a freehold or leasehold interest in Area 2 it will be subject to the obligations in this Agreement as a person deriving title thereto PROVIDED THAT it shall have no liability (save in respect of clause 5.2 and clause 9 above) unless and until it acquires the freehold or a leasehold interest in Area 2.

12. Indexation

12.1 The Contributions shall be increased by an amount equivalent to the increase in the CPI from the date hereof until the date on which such sum is paid.

12.2 The Travel Plan Contribution will be Index Linked and shall be increased by an amount equivalent to the increase in the Indexation from the date hereof until the date on which such sum is paid.

- 12.3 Where reference is made to an index and that index ceases to exist or is replaced or rebased, then it includes reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or, in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council or County Council (as applicable) shall reasonably specify.

13. **VAT**

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

14. **Delivery**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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

THE FIRST SCHEDULE

THE SITE

The freehold land adjacent to Pinfold and Blackburn Road and adjacent to Burnley Road, Edenfield, Bury, Lancashire registered at the Land Registry under Title Number LAN298245 and (together with other land) under Title Number LA483634 shown edged red on the attached Plan 1.

THE SECOND SCHEDULE

DESCRIPTION OF THE DEVELOPMENT

Full application for residential development comprising no. 50 units (Use Class C3) and local infrastructure project including all associated works, landscaping and public open space on the Site.
Application Number: 2023/0396

THE THIRD SCHEDULE

DRAFT PLANNING PERMISSION

GRANT OF PLANNING PERMISSION
Town and Country Planning Act 1990

Name and Address of Applicant: Northstone Development Ltd C/O Agent	Name and Address of Agent: Mark Saunders NJL Consulting Origin, 6th Floor 70 Spring Gardens Manchester M2 2BQ
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Part 1 – Particulars of Application:

Date Received: 23rd October 2023

Application Number: 2023/0396

Proposed Works: Full application for residential development comprising no. 50 units (Use Class C3) and local infrastructure project including all associated work, landscaping and public open space. (REVISED SCHEME).

Location: Development Adj Pinfold And Blackburn Road, And Development Adj Burnley Road Edenfield Bury Lancashire

Part 2 – Compliance with Conditions:

It is **YOUR** responsibility to comply with planning conditions. The Council's Planning Enforcement Team is responsible for investigating alleged breaches of planning control. This includes ensuring that all relevant conditions have been complied with. Effective enforcement is important to:

- Tackle breaches of planning control which would otherwise have unacceptable impact on the amenity of the area
- maintain the integrity of the decision-making process;
- help ensure that public acceptance of the decision-making process is maintained.

Whilst the majority of developers/homeowners do comply with the requirements of planning permissions, there are a number who do not. Where any planning conditions are breached, the Council can take formal enforcement action without further notice. Enforcement action could include such measures as requiring remedial works, cessation of use, or complete demolition and can cause the developer/homeowner unnecessary expense, delay and frustration. In some cases, failure to comply with planning conditions can lead to the loss of the planning permission.

Part 3 - Particulars of Decision

The Rossendale Borough Council hereby gives notice in pursuance of the provisions of the Town and Country Planning Act that PERMISSION HAS BEEN GRANTED for the carrying out of the development in Part 1 hereof in accordance with the application and plans submitted and the following condition(s):

CONDITIONS:

1. The development hereby approved shall be begun before the expiration of three years from the date of this permission.

Reason: Required by Section 51 of the Planning and Compulsory Purchase 2004 Act.

2. The development shall be carried out in accordance with the following drawings and documentation unless otherwise required by the conditions below:

Document / Plan Title	Document / Plan ref.	Date / Latest Revision Date Recorded or Date Received
Location Plan	EF01-P-LP-101 Rev A	26.02.2025
Existing Site Plan	EF01-P-XSP-100 Rev A	26.02.2025
Hard Surfaces Plan	EF01-P-SL-100 Rev E	28.06.2024
Proposed Site Plan 2	EF01-P-SL-201 Rev H	09.07.2025
Proposed Site Plan 1	EF01-P-SL-003 Rev W	26.02.2025
Proposed Materials Plan	EF01-P-ML-001 Rev L	26.02.2025
Tenures Plan	EF01-P-SL-009 Rev F	26.02.2025
EV Charger Site Plan	EF01-P-SL-011 Rev H	26.02.2025
Refuse Site Plan	EF01-P-SL-012 Rev H	26.02.2025
Sustainable Technology Plan	EF01-P-SL-014 Rev J	26.02.2025
Site Section 01	EF01-P-SS-001 Rev E	26.02.2025
Site Section 02	EF01-P-SS-002 Rev D	26.02.2025
Ancillary Buildings Drawings	EF01-P-SL-013 Rev F	26.02.2025
3.6m of 1.8m Standard Closeboard Fence & 1.2m Post & Rail Fence	NS/MAN/BTD/04 Rev B	20.09.2022
1.8m Closeboard Acoustic	NS/MAN/BTD/08 Rev B	20.09.2022

Fence		
2.7m Acoustic Closeboard Fence	NS/MAN/BTD/12A	20.01.2025 (Date received)
3m Closeboard Acoustic Fence	NS/MAN/BTD/14 Rev A	20.09.2022
2m Closeboard Acoustic Fence	NS/MAN/BTD/15 Rev A	20.09.2022
1200mm Close Boarded Fencing	NS/MAN/BTD/19 Rev A	20.09.2022
2m Wall – Stone	NS/MAN/BTD/24	Jul 24
Typical 1.8m Brick Wall with Piers Creasing Tiles with Brick on Edge Capping	BTD_W02 Rev B	20.09.2022
Typical 600mm Traditional Dry-Stone Wall Detail	BTD_W05	Jul 24
Single Shed Plans & Elevations	P-SD-02 Rev A	10.12.2024
563-633 V0 Plans & Elevations CATEGORY 1	563-633-V0-AR-C1	Jan 25
694 V7 Plans & Elevations CATEGORY 1	694-V7-AR-C1	Dec 24
700 V7 Plans & Elevations CATEGORY 1	700-V7-N-C1	Dec 24
705-778 V7 Plans & Elevations CATEGORY 1	705-778-V7-AR-C1	Jan 25
705-778 V7 Plans & Elevations CATEGORY 3	705-778-V7-AR-C3 Rev A	Dec 24
765 V12 Plans & Elevations CATEGORY 3	765-V12-N-C3 Rev A	Dec 24
1047 V0 Plans & Elevations CATEGORY 3	1047-V0-N-C3 Rev A	Nov 24
1047 V2 Plans & Elevations CATEGORY 2	1047-V2-N-C3 Rev A	Nov 24
1159 V15 Plans &	1159-V15-N-C3 Rev A	Dec 24

Elevations CATEGORY 3		
1275 V13 Plans & Elevations CATEGORY 3	1275-V13-N-C3 Rev A	Dec 24
1300 V10 Plans & Elevations CATEGORY 1	1300-V10-N-C1 Rev A	07.03.2025
1354 V16 Plans & Elevations CATEGORY 1	1354-V16-N-C1	Dec 24
1385 V13 Plans & Elevations CATEGORY 1	1385-V13-N-C1	Dec 24
1385 V13 Plans & Elevations CATEGORY 2	1385-V13-N-C2 Rev A	Dec 24
1620 V6 Plans & Elevations CATEGORY 1	1620-V6-N-C1	Dec 24
1620 V6 Plans & Elevations CATEGORY 1	1620-V6-N-C2 Rev A	Dec 24
1940 V1 Plans & Elevations CATEGORY 3	1940-V1-N-C3 Rev A	Dec 24
1940 V3 Plans & Elevations CATEGORY 1	1940-V3-N-C1	Dec 24
Double Shed Specification (Atlas Sheds – 10x8 Deluxe Pent Shed)	N/A	Date Received 20/01/2025
765 V 12 Terrace (as) CATEGORY 3	765-V12x3-C3-P-BP Rev A	Dec 24
1047 V0x2 – 1047 V2 (As) CATEGORY 3	1047-V0x2V2a-C3-P-BP Rev A	Dec 24
1047 V0x2 – 1047 V2 (Opp) CATEGORY 3	1047-V0X2V2o-C3-P-BP Rev A	Dec 24
1159 V15 Semi CATEGORY 3	1159-V15x2-C3-P-BP Rev A	Dec 24
1159 V15 Terrace CATEGORY 3	1159-V15x2-C3-P-BP Rev A	Dec 24
1354 V16 Semi (as) CATEGORY 1	1354-V16x2-C1-P-BP	Nov 24

Landscape Masterplan – Amenity Site	12334_LD_PLN_002 P05	23.01.2025
Play Area – Amenity Site	12334_LD_PLN_003 P03	13.02.2025
Planting Plan – Amenity Site	12334_LD_PLN_402 P08	13.02.2025
Arboricultural Impact Assessment Version 5.0	10631.001	12.09.2024
Tree and Woodland Management Plan version 3.0	10631.003	04.02.2025
Invasive Weed Management Plan	NIG/DN20277 Rev B	15.12.2024
Ecological Precautionary Working Method Statement (PWMS)	9429.01.004 Version 1.0	December 2024
Noise Assessment	102774-3 Version 4	17 July 2024
Phase I Geoenvironmental Site Assessment	15-642-R1-5	July 2024
Transport Assessment	GW/210421/TA/3	25.07.2024

Reason: To define the permission and in the interests of the proper development of the site.

3. Prior to the commencement of above ground construction, full details of the following (including physical samples and supporting trade literature) shall be submitted to and approved by the Local Planning Authority in writing:

- Details of the colour, form and texture of all external facing and roofing materials to the proposed dwellings
- Details of the colour, appearance and style of all windows and doors
- Details of the colour, form and texture of all hard ground surfacing materials.

The development thereafter shall be constructed utilising the approved materials.

Reason: To ensure that the development is appropriate in terms of visual amenity and to ensure that it responds to the local context of the site.

4. Prior to first occupation of plots 11-21 hereby approved the biodiversity enhancement measures listed below shall be installed in accordance with the details set out in the approved Woodland Management Plan:

- 6 bat boxes: 3 x Schwegler 2F Bat Box with Double Front Panel and 3 x Schwegler 1FD Bat Box)
- 9 bird boxes: 6 x Schwegler 1B Nest Box (32mm entrance hole) and 3 x Schwegler 3S Starling Nest Box

At least 6 of the above bird/bat boxes shall be integrated within plots 11-21 of the development.

Reason: To mitigate for the loss of bird nesting and bat roosting habitat.

5. Prior to the commencement of development an updated inspection, prepared by a bat licensed ecologist, of trees (identified as G1.1 and G1.2) categorised as having bat roosting potential in the approved Ground Level Tree Assessment (ref. 9429.01.003) shall be submitted to and approved in writing by the Local Planning Authority. The document shall include measures to safeguard bats during works if any are found.

The development shall proceed in accordance with the approved measures.

Should the trees not be felled within 12 months of the date of the updated inspection, a new inspection by a bat licensed ecologist shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To avoid harm to bats.

6. No development shall commence, including any earthworks or other enabling works associated to the development, until an updated survey for badger setts on the site and within 30m of the site boundary is submitted to the Local Planning Authority for its approval.

If any setts are present within the zone of influence, the survey shall also contain a mitigation and enhancement strategy, which shall include:

- Dates for updated surveys and monitoring of badgers that may be present;
- Reasonable avoidance measures;
- Measures to protect and mitigate if required for any setts that may be present within the zone of influence of the development during construction;
- Measure to protect badgers from accidental harm during construction;
- Measures to protect any setts present within the zone of influence of the development from disturbance post development and;
- Measures to mitigate for loss of any foraging habitat.

The development shall be implemented in strict accordance with the approved details.

Reason: To avoid harm to badgers.

7. Any work that will impact on habitats where nesting birds may be present (for example clearance of vegetation including undergrowth like bramble), shall not be undertaken in the main bird nesting season (March - August inclusive) unless suitable checks for active bird nests have first been undertaken by a qualified ecologist, who has confirmed that no nests are present.

Reason: In the interests of biodiversity.

8. If the development hereby approved does not commence prior to the 1st April 2026 an updated ecological assessment shall be submitted to and approved in writing by the Local Planning Authority.

Reason: The submitted Ecological Assessment ref. 9429.002 version 2.0 is valid until the above date.

9. Notwithstanding any information submitted with the application, no development shall take place until an investigation and risk assessment has been submitted to and approved in writing by the Local Planning Authority. The submitted report shall include:

- i. A revised Phase 2 Site Investigation report shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of development. The investigation shall address the nature, degree and distribution of land contamination on site and shall include an identification and assessment of the risk to receptors focusing primarily on risks to human health, groundwater and the wider environment; and
- ii. Should unacceptable risks be identified the applicant shall also submit and agree with the Local Planning Authority in writing a contaminated land remediation strategy (including verification plan) prior to commencement of development. The development shall thereafter be carried out in full accordance with the duly approved remediation strategy or such varied remediation strategy as may be agreed in writing with the Local Planning Authority.

Reason: To mitigate risks associated with land contamination and to ensure the site is suitable for the proposed end use.

10. Pursuant to condition 9; and prior to first use or occupation a verification report, which validates that all remedial works undertaken in respect of that plot were completed in accordance with those agreed with the Local Planning Authority, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To mitigate risks associated with land contamination and to ensure the site is suitable for the proposed end use.

11. During the period of construction, should contamination be found on site that has not been previously identified, no further works shall be undertaken in the affected area. Prior to further works being carried out in the affected area, the contamination shall be reported to the Local Planning Authority within a maximum of 5 days from the discovery, a further contaminated land assessment shall be carried out, appropriate mitigation identified and agreed in writing by the Local Planning Authority. The development shall be undertaken in accordance with the agreed mitigation scheme.

Reason: To mitigate risks associated with land contamination and to ensure the site is suitable for the proposed end use.

12. No development shall commence, including any works of demolition or site clearance, until a Construction Management Plan (CMP) or Construction Method Statement (CMS) has been submitted to and approved in writing by the Local Planning Authority. The approved plan / statement shall provide:

- 24 Hour emergency contact number.
- Details of the parking of vehicles of site operatives and visitors.
- Details of loading and unloading of plant and materials.
- Arrangements for turning of vehicles within the site.
- Swept path analysis showing access for the largest vehicles regularly accessing the site and measures to ensure adequate space is available and maintained, including any necessary temporary traffic management measures.
- Measures to protect vulnerable road users (pedestrians and cyclists).
- Wheel washing facilities.
- Measures to deal by mechanical means with dirt, debris, mud or loose material deposited on the highway as a result of construction.
- Measures to control the emission of dust and dirt during construction.
- Details of a scheme for recycling/disposing of waste resulting from demolition and construction works.
- Construction vehicle routing.

The approved Construction Management Plan or Construction Method Statement shall be adhered to throughout the construction period for the development.

Reason: In the interests of the safe operation of the adopted highway during the demolition and construction phases.

13. No part of the development hereby approved shall be commenced until all the highway works relating to the site access have been constructed and completed in accordance with a scheme that shall be submitted to and approved by the Local Planning Authority in consultation with the Highway Authority. The submitted scheme shall include, but not be limited to, the following:

Site access onto Blackburn Road including:

- Relocation of Bus Stop
- Provision of tactile paving
- Acceptable visibility splays

Reason: To enable all construction traffic to enter and leave the premises in a safe manner without causing a hazard to other road users.

14. No part of the development hereby approved shall be occupied until the agreed off site highway improvements as outlined in Appendix 1 (including the Proposed Highway Improvement Plan) of the approved Transport Assessment (ref. GW/210421/TA/3 rev 3) and also the phasing and deliverability strategy within the approved Masterplan and Design Code (June 2024) has been delivered.

Reason: In order that the traffic generated by the development does not exacerbate unsatisfactory highway conditions in advance of the completion of the highway scheme/works.

15. The new estate road for the development shall be constructed in accordance with the Lancashire County Council Specification for Construction of Estate Roads or temporary haul road to at least base course level up to the entrance of the site compound before any development takes place within the site and shall be further extended before any development commences fronting the new access road.

Reason: To ensure that satisfactory access is provided to the site before the development hereby permitted becomes operative.

16. No development shall be commenced until details of the proposed arrangements for future management and maintenance of the proposed streets within the development have been submitted to and approved by the local planning authority. The streets shall thereafter be maintained in accordance with the approved management and maintenance details until such time as an agreement has been entered into under Section 38 of the Highways Act 1980 or a private management and maintenance company has been established.

Reason: In the interest of highway safety; to ensure a satisfactory appearance to the highway's infrastructure serving the approved development; and to safeguard the users of the highway and the visual amenities of the locality.

17. No development shall take place (including investigation work, demolition, siting of site compound/welfare facilities) until a survey of the condition of the adopted highway has been submitted to and approved in writing by the Local Planning Authority. The extent of the area to be surveyed must be agreed by the Highways Authority prior to the survey being undertaken. The survey must consist of:

- A plan to a scale of 1:1000 showing the location of all defects identified;
- A written and photographic record of all defects with corresponding location references accompanied by a description of the extent of the assessed area and a record of the date, time and weather conditions at the time of the survey.

No building or use hereby permitted shall be occupied or the use commenced until any damage to the adopted highway has been made good to the satisfaction of the Highway Authority.

Reason: To ensure that any damage to the adopted highway sustained throughout the development process can be identified and subsequently remedied at the expense of the developer.

18. No development shall commence in any phase until a detailed, final surface water sustainable drainage strategy for the site has been submitted to, and approved in writing by, the Local Planning Authority.

The detailed surface water sustainable drainage strategy shall be based upon the indicative surface water sustainable drainage strategy submitted (2489-Land West of Blackburn Road, Edenfield, Drainage Strategy & Maintenance Report, Rev: P08, 25.07.2024, Shape Consulting Engineers) and sustainable drainage principles and requirements set out in the National Planning Policy Framework, Planning Practice Guidance and Defra Technical Standards for Sustainable Drainage Systems. No surface water shall be allowed to discharge to the public foul sewer(s), directly or indirectly.

The details of the drainage strategy to be submitted for approval shall include, as a minimum;

- a) Sustainable drainage calculations for peak flow control and volume control for the:
 - i. 100% (1 in 1-year) annual exceedance probability event;
 - ii. 3.3% (1 in 30-year) annual exceedance probability event + 40% climate change allowance, with an allowance for urban creep;
 - iii. 1% (1 in 100-year) annual exceedance probability event + 45% climate change allowance, with an allowance for urban creep
- b) Final sustainable drainage plans appropriately labelled to include, as a minimum:
 - i. Site plan showing all permeable and impermeable areas that contribute to the drainage network either directly or indirectly, including surface water flows from outside the curtilage as necessary;
 - ii. Sustainable drainage system layout showing all pipe and structure references, dimensions and design levels;
 - iii. Details of all sustainable drainage components, including landscape drawings showing topography and slope gradient as appropriate;
 - iv. Drainage plan showing flood water exceedance routes in accordance with Defra Technical Standards for Sustainable Drainage Systems;
 - v. Finished Floor Levels (FFL) in AOD with adjacent ground levels for all sides of each building and connecting cover levels to confirm minimum 150 mm+ difference for FFL;
 - vi. Details of proposals to collect and mitigate surface water runoff from the development boundary;
 - vii. Measures taken to manage the quality of the surface water runoff to prevent pollution, protect groundwater and surface waters, and delivers suitably clean water to sustainable drainage components;
- c) Evidence that a free-flowing outfall can be achieved. If this is not possible, evidence of a surcharged outfall applied to the sustainable drainage calculations will be required.

The sustainable drainage strategy shall be implemented in accordance with the approved details.

Reason: To ensure satisfactory sustainable drainage facilities are provided to serve the site in accordance with the Paragraphs 173 and 175 of the National Planning Policy Framework, Planning Practice Guidance and Defra Technical Standards for Sustainable Drainage Systems and Policy ENV9 of the adopted Rossendale Local Plan.

19. No development shall commence until a Construction Surface Water Management Plan, detailing how surface water and stormwater will be managed on the site during construction, including demolition and site clearance operations, has been submitted to and approved in writing by the Local Planning Authority.

The details of the plan to be submitted for approval shall include method statements, scaled and dimensioned plans and drawings detailing surface water management proposals to include for each phase, as a minimum:

a) Measures taken to ensure surface water flows are retained on-site during the construction phase(s), including temporary drainage systems, and, if surface water flows are to be discharged, they are done so at a restricted rate that must not exceed the equivalent greenfield runoff rate from the site.

b) Measures taken to prevent siltation and pollutants from the site entering any receiving groundwater and/or surface waters, including watercourses, with reference to published guidance.

The plan shall be implemented and thereafter managed and maintained in accordance with the approved plan for the duration of construction.

Reason: To ensure the development is served by satisfactory arrangements for the disposal of surface water during each construction phase(s) so it does not pose an undue surface water flood risk on-site or elsewhere during any construction phase in accordance with Paragraph 173 of the National Planning Policy Framework.

20. The occupation of the development shall not be permitted until a site-specific Operation and Maintenance Manual for the lifetime of the development, pertaining to the surface water drainage system and prepared by a suitably competent person, has been submitted to and approved in writing by the Local Planning Authority.

The site-specific Operation and Maintenance Manual shall be based upon the indicative Management & Maintenance Schedule outlined in Section 6 of '2489-Land West of Blackburn Road, Edenfield, Drainage Strategy & Maintenance Report, Rev: P08, 25.07.2024, Shape Consulting Engineers', and the sustainable drainage principles and requirements set out in the National Planning Policy Framework, Planning Practice Guidance and Defra Technical Standards for Sustainable Drainage Systems. The details of the manual to be submitted for approval shall include, as a minimum:

- a) A timetable for its implementation;
- b) Details of the maintenance, operational and access requirement for all SuDS components and connecting drainage structures;
- c) Pro-forma to allow the recording of each inspection and maintenance activity, as well as allowing any faults to be recorded and actions taken to rectify issues;
- d) The arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme in perpetuity;
- e) Details of financial management including arrangements for the replacement of major components at the end of the manufacturer's recommended design life;
- f) Details of whom to contact if pollution is seen in the system or if it is not working correctly; and
- g) Means of access for maintenance and easements.

Thereafter the drainage system shall be retained, managed, and maintained in accordance with the approved details.

Reason: To ensure that surface water flood risks from development to the future users of the land and neighbouring land are minimised, together with those risks to controlled waters, property, and

ecological systems, and to ensure that the sustainable drainage system is subsequently maintained pursuant to the requirements of Paragraph 175 of the National Planning Policy Framework.

21. The occupation of the development shall not be permitted until a site-specific verification report, pertaining to the surface water sustainable drainage system, and prepared by a suitably competent person, has been submitted to and approved in writing by the Local Planning Authority.

The verification report must, as a minimum, demonstrate that the surface water sustainable drainage system has been constructed in accordance with the approved drawing(s) (or detail any minor variations) and is fit for purpose. The report shall contain information and evidence, including photographs, of details and locations (including national grid references) of critical drainage infrastructure (including inlets, outlets, and control structures) and full as-built drawings. The scheme shall thereafter be maintained in perpetuity.

Reason: To ensure that surface water flood risks from development to the future users of the land and neighbouring land are minimised, together with those risks to controlled waters, property, and ecological systems, and to ensure that the development as constructed is compliant with the requirements of Paragraphs 173 and 175 of the National Planning Policy Framework.

22. Prior to operation and use of the approved community car park (Site area 2) full details of the external lighting, including details of its installation, dimensions, illuminance levels and spillage, siting, appearance and finish, forming part of the development shall be submitted to and approved in writing by the Local Planning Authority.

The approved lighting details shall thereafter be implemented prior to first use of the community car park.

Reason: To ensure any external lighting is appropriate to the context of the site and does not unduly harm the character and appearance of the Green Belt; to ensure the safety of users of the car park and the surrounding highways, and to ensure wildlife is not unduly harmed by increased levels of lighting.

23. Prior to first occupation of any of the dwellings hereby approved the recommended mitigation measures for the relevant plot in addition to the acoustic bund and acoustic boundary treatments, as outlined in the approved Noise Assessment (ref. 102774-3 version 4), shall be implemented in full, and shall be maintained, and if necessary, replaced in perpetuity to the satisfaction of the Local Planning Authority.

Reason: To protect the amenity of occupants of the development.

24. No above ground construction shall take place until full details demonstrating how at least 20% of any new dwellings provided on site shall be specifically tailored to meet the needs of elderly or disabled residents, or shall be easily adaptable in line with the Optional Standards M4(2) of the Building Regulations, have been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be implemented in accordance with the approved details.

Reason: To ensure that provision is made on site for dwellings to meet the needs of elderly or disabled residents, and to ensure compliance with Policy HS5 of the Local Plan.

25. Any construction works associated with the development hereby approved shall not take place except between the hours of 7:30am and 6:00pm Monday to Friday and 8:00am and 1:00pm on Saturdays. No construction shall take place on Sundays and Bank / Public Holidays.

Construction-related HGV movements and deliveries shall not take place between 8:00am and 9:00am or between 2:30pm and 4:30pm during school term time.

Reason: In the interests of neighbour amenity and highway / pedestrian safety.

26. No above ground construction shall take place until full details, including a Boundary Treatment Plan for Parcel 1, samples and supporting trade literature, of all fences and walls and gates to be erected shall be submitted to and approved in writing by the Local Planning Authority.

No dwelling shall be occupied until all fences, walls and other boundary treatments shown in the approved details to bound its plot have been erected in conformity with the approved details. Other fences, walls and other boundary treatments shown in the approved details shall have been erected in conformity with the approved details prior to substantial completion of the development.

Reason: To ensure a visually satisfactory form of development and to provide reasonable standards of privacy to residents.

27. No development shall commence until a Construction Environmental Management Plan (CEMP) has been submitted to and approved in writing by the Local Planning Authority. The CEMP shall set out, as a minimum, site specific measures to control and monitor impact arising in relation to noise and vibration, dust and air pollutants, the environment and ecology.

It shall also set out arrangements by which the developer shall maintain communication with residents and businesses in the vicinity of the site, and by which the developer shall monitor and document compliance with the measures set out in the CEMP. The development shall be carried out in full accordance with the approved CEMP at all times.

Reason: To safeguard the amenities of nearby premises and the local area generally, and to safeguard the environment and ecology.

28. Notwithstanding the details shown on the approved drawings, full details of how each dwelling shall have secure, covered cycle storage for a minimum of 2 bicycles prior to its occupation shall be submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be implemented in accordance with the approved details.

Reason: To promote sustainable modes of travel.

29. Notwithstanding the details shown on the approved drawings, prior to first occupation of any dwelling full details (including construction, surfacing, drainage, signage and proposed access controls) of the unadopted section of the shared pedestrian/cyclist route shall be submitted to and approved in writing by the Local Planning Authority. The relevant section of the shared pedestrian/cyclist route shall thereafter be constructed in accordance with the approved details prior to first occupation of any dwelling, and shall be kept available and maintained in perpetuity.

Reason: To ensure the relevant section of the shared pedestrian/cyclist route is constructed to an appropriate standard, is visually acceptable and includes suitable measures to display and control access.

30. Prior to the commencement of development full details of the proposed ground levels (relative to the existing ground levels) shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: To ensure the proper development of the site, and to ensure the development as a result of the proposed levels would not detract from the visual amenity of the local area or the amenity of surrounding properties.

31. No development shall commence until:

(a) a plan showing the alignment and elevational treatment of a close-boarded fence of not less than two metres in height to be erected between the western boundary of the development site (or at least one metre from any part of the existing A56 boundary fence where the boundary lies within one metre of this) with the A56 Trunk Road, including details of its future management and maintenance in perpetuity, has been submitted to and agreed in writing by the Local Planning Authority (in consultation with the Highway Authority for the A56 trunk road); and

(b) the fence approved by part (a) of this condition has been erected in accordance with the agreed details.

Thereafter, the fence shall remain in situ and only be repaired or replaced in accordance with the requirements of this condition.

Reason: For reasons of safety, liability and maintenance in accordance with paragraph 57 DfT Circular 01/2022.

32. Prior to the commencement of development, full details of new drainage, associated with the development's A56 boundary landscaping and acoustic earth bund, and its location shall be submitted to and approved in writing the Local Planning Authority (in consultation with the Highway Authority for the A56 Trunk Road). The development shall thereafter be undertaken in strict accordance with the approved details prior to the first occupation of the development hereby permitted and retained in accordance with the agreed specification. No surface water shall be permitted to run off from the development hereby permitted on to the Strategic Road Network or into any drainage system connected to the Strategic Road Network. No drainage connections from any part of development hereby permitted may be made to any Strategic Road Network drainage systems.

Reason: In the interest of the safe and efficient operation of the Strategic Road Network, and to protect the integrity of the Trunk Road drainage asset in accordance with DfT Circular 01/2022.

33. Prior to any planting being undertaken in proximity to the A56 boundary a Landscape Plan and Planting Schedule which shall include future maintenance shall be submitted to and approved in writing by the Local Planning Authority (in consultation with the Highway Authority for the A56 Trunk Road). Planting shall be undertaken and maintained in perpetuity in accordance with the agreed plan and schedule.

Reason: In the interest of the safe and efficient operation of the Trunk Road and to protect the Trunk Road soft estate.

34. Prior to the commencement of any excavation works and landscaping works, geotechnical submissions, which demonstrate that the development will have no adverse impact on land stability in relation to the A56 Trunk Road or adjacent land, shall be submitted to and agreed in writing by the Local Planning Authority (in consultation with the Highway Authority for the A56 Trunk Road).

Reason: To mitigate any adverse impact from the development on the A56 Trunk Road in accordance with DfT Circular 01/2022.

35. No development pursuant to this application shall commence until a detailed Construction Design Plan and working Method Statement relating to site earthworks (including protection of root systems of adjoining existing A56 boundary planting) has been submitted to and approved by the Local Planning Authority (in consultation with the Highway Authority for the A56 Trunk Road). Construction of the development shall then be carried out in accordance with the agreed Construction Design Plan and working Method Statement.

Reason: To mitigate any adverse impact from the development on the A56 Trunk Road in accordance with DfT Circular 01/2022.

36. Prior to first occupation of the development hereby approved an Interim Travel Plan shall be submitted to, and approved in writing by, the Local Planning Authority (in consultation with the Highway authority for the A56 Trunk Road). The Interim Travel Plan would need to include the following as a minimum:

- a) Commitment and timescale for the appointment of a Travel Plan Coordinator (suggest at least 3 months prior to first occupation).
- b) A commitment and timescale to undertake travel surveys (recommend within 3 months of 50% occupation).
- c) A commitment and timescale for the development of a Full Travel Plan (recommend within 3 months of 1st travel survey).
- d) Details of cycling, pedestrian and public transport links to and within the site.
- e) List of any proposed measures to be introduced particularly any to be implemented prior to the development of the Full Travel Plan.
- f) Details of arrangements for monitoring and review of the Travel Plan for a period of at least 5 years.

To further support sustainable travel within point (f) of the Interim Travel Plan requirements above, Public Transport bus tickets to destinations within Rossendale and the wider area (through to Manchester) to be used on either bus service numbers X41, X43 or 483 are to be provided for a 12-month period per new household. Tickets can also be broken down to more than one resident per household but totalling not more than 12 months of travel from the date of first occupation and must commence use within the first 3 months of first occupation of each dwelling.

The provisions of the Interim Travel Plan shall be implemented and operated in accordance with the timetable contained therein unless otherwise agreed in writing with the Local Planning Authority.

Reason: In order to minimise the use of the private car and promote the use of sustainable modes of transport in accordance with the National Planning Policy Framework (December 2023) and paragraph 40 DfT Circular 01/2022.

37. No dwelling hereby approved shall be occupied until the community car park (Site Area 2) has been completed in full, marked out and made available for use, and until off-site works to create a pedestrian access route from the car park to the rear of Edenfield C of E Primary School have been completed in accordance with a scheme first submitted to and agreed in writing by the Local Planning Authority.

Reason: To ensure a safe and suitable pedestrian access route is created from the car park to the school, and to ensure the highway safety improvements the development is aiming to deliver are realised.

38. Prior to first occupation of any dwelling, a car parking management plan (for the community car park - Site Area 2) shall be submitted to and approved in writing by the Local Planning Authority. The car parking management plan shall include details of how the new car park will be operated and managed for the lifetime of the development.

Once approved the car park management plan shall be implemented in strict accordance with the approved details, and any variations to the approved plan shall first be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the safe operation of the approved car park, and to ensure appropriate restrictions are applied to its use.

39. The development hereby approved shall be carried out in strict accordance with the approved Tree and Woodland Management Plan (ref. 10631.003 version 3.0). Any amendments to the implementation of the approved Tree and Woodland Management Plan must first be agreed in writing by the Local Planning Authority.

Reason: To ensure the Tree and Woodland Management Plan is implemented, and to ensure the retained woodland is appropriately managed and strengthened in the long term.

40. No development shall commence until tree protection fencing has been erected in conformity with the details set out in the approved Arboricultural Impact Assessment version 5.0 (ref. 10631.001) and in the locations shown on the Tree Protection Plans (drawing nos. D10631.007 and D10631.008) within the approved Arboricultural Impact Assessment. Such protection shall remain until all development within the respective sites is completed, and no work, including any form of drainage or storage of materials, earth, or topsoil shall take place within the perimeter of such fencing.

Reason: To protect existing trees.

41. Prior to the commencement of above ground construction, full details of the woodland play area proposed within the retained woodland shall be submitted to and approved in writing by the Local Planning Authority.

The approved details shall confirm the layout and appearance of the area of public open space, including the appearance, siting and specification of all play facilities, seating and any other features proposed within the space. The details shall also include an appraisal of the impact of such facilities on the retained woodland and any necessary mitigation/protection measures.

The development shall thereafter proceed in strict accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority. The area of public open space shall be made available for use prior to first occupation of the fortieth dwelling on site.

Reason: To ensure the area of public open space and its facilities are appropriate to the context of the site and have no adverse visual impact on the area, and to ensure the works have no detrimental impact on retained trees.

42. Prior to the commencement of above ground construction, a full scheme of soft landscaping for the proposed residential site (Site Area 1), including tree planting, grass seed/turf mix, plant numbers, locations, mix, etc., a specification for depth of soil and its cultivation and the setting out, planting, staking, protection and mulch of the stock, shall be submitted to and approved in writing by the Local Planning Authority. The development shall proceed in strict accordance with the approved landscaping scheme.

All soft landscaping and planting forming part of the approved scheme shall be undertaken in accordance with a timetable of implementation which shall be provided with the submitted details.

Any shrubs/trees forming part of the approved landscaping scheme which are removed, dying or becoming seriously damaged, or diseased within 10 years of planting shall be replaced by plants of a similar size or species.

Reason: To ensure the landscaping and planting within the residential site is acceptable and suitably mitigates the adverse visual impact the development would have on the surrounding landscape.

43. The landscaping proposals approved for site 2 (drawing nos. 12334_LD_PLN_002 P05 and 12334_LD_PLN_402 P08) shall be carried out in the first available planting season following completion of the approved car park and associated infrastructure.

Any shrubs/trees forming part of the approved landscaping scheme which are removed, dying or becoming seriously damaged, or diseased within 10 years of planting shall be replaced by plants of a similar size or species.

Reason: To ensure the impact of the development is mitigated and to ensure a high quality landscaping scheme is implemented.

44. The existing dry stone wall running along the northern boundary of Parcel 1 shall be retained and repaired where necessary, and shall not be replaced by any other form of boundary treatment without the prior written approval of the Local Planning Authority. Approval for such works shall be sought in the form of a separate application for planning permission.

Reason: To safeguard the visual amenity of the local area.

45. Notwithstanding the details shown on the approved plans, full details demonstrating how provision will be made for the following within the approved car park shall be submitted to and approved in writing by the Local Planning Authority:

- 3 Electric Vehicle Charging Points
- 3 Mobility Impaired Parking Spaces
- 1 Motorbike Space
- 3 Cycle Bays

The development shall thereafter be implemented in strict accordance with the approved details and they shall be retained as approved thereafter. The development shall not be brought into use until the approved details have been implemented in full.

Reason: To encourage sustainable travel and to ensure the development accords with the Council's Parking Standards set out in the Local Plan.

46. The Local Equipped Area of Play hereby approved on Parcel 2 shall be completed in accordance with the approved details (drawing no. 12334_LD_PLN_003 P03) and made available for use prior to first occupation of the twentieth dwelling on site.

Reason: To ensure the provision of satisfactory play / recreation facilities for occupants of the development.

Date of Decision:

Signed: *Mike Atherton*

Mike Atherton
Head of Planning and Building Control

Please note that this notice does not relieve the applicant from the need to ensure compliance with the appropriate provisions of the Building Act 1984 and the Building Regulations 2000.

IT IS IMPORTANT THAT YOU SHOULD READ THE NOTES ACCOMPANYING THIS NOTICE

**GUIDANCE NOTES FOR APPLICANTS
WHERE AN APPLICATION HAS BEEN APPROVED**

1. APPLICATIONS FOR PLANNING PERMISSION, APPROVAL OF RESERVED MATTERS, LISTED BUILDING CONSENT OR CONSERVATION AREA CONSENT.

If you object to the Local Planning Authority's decision to grant permission, approval or consent subject to conditions, you may appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990 within 12 weeks of the date of this notice. With regard to granted applications concerning listed buildings in a conservation area, you may appeal under Section 20 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Regulation 8 of the Planning (Listed Buildings and Conservation Areas) Regulations 1990.

Please make your appeal using a form from The Planning Inspectorate, Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel. 0117 372 6372) www.planning-inspectorate.gov.uk. The Secretary of State may allow a longer period for you to give notice of appeal, but will normally only do so if there are special circumstances that excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it appears that the Local Planning Authority could have granted permission for the proposed development only subject to the conditions it imposed, bearing in mind the statutory requirements, the development order, and any directions given under the order. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority made its decision on the grounds of a direction that he or she had given.

It may be that planning permission, conservation area consent or listed building consent is granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State for the Environment; but you, as the landowner, claim that the land is no longer fit for reasonably beneficial use in its existing state and you cannot make it fit for such use by carrying out the permitted development. If so, you may serve a purchase notice on Rossendale Borough Council requiring the Council to buy your interest in the land. You can do this under the Town and Country Planning Act 1990 or Section 32 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Regulation 9 of the Planning (Listed Buildings and Conservation Areas) Regulations 1990 in respect of listed buildings and buildings in conservation areas.

You may claim compensation against the Local Planning Authority if the Secretary of State has refused or granted permission subject to conditions, either on appeal or when the application was referred to her or him.

Compensation is payable in the circumstances set out in:

(a) Section 114 and Part II of Schedule 3 of the Town and Country Planning Act 1990; or (b) Section 27 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Regulation 9 of the Planning (Listed Buildings and Conservation Areas) Regulations 1990 in respect of listed buildings.

2. ADDITIONAL NOTES ON LISTED BUILDING CONSENT

- 1 If you wish to modify the development referred to in your application or to vary it in any way, you must make another application.
- 2 This notice refers only to the grant of listed building consent and does not entitle you to assume that the City Council has granted its consent for all purposes:

- (a) If you have applied for planning permission under Section 57(1) of the Town and Country Planning Act 1990, we will send you a separate notice of decision;
 - (b) We will send you a separate notice about plans you have submitted under the Building Regulations 2000;
 - (c) If the development for which listed building consent has been granted includes putting up a building for which you have to submit plans under the Building Regulations 2000, you should not do any work connected with erecting that building until you have satisfied yourself that you have complied with Section 219 of the Highways Act 1980 or that they do not apply to this building.
- 3 Even if you have gained listed building consent, you must comply with any restrictive covenants that affect the land referred to in the application.

3. APPLICATION FOR CONSENT TO DISPLAY ADVERTISEMENTS

If the applicant is aggrieved by the decision of the Local Planning Authority to grant consent, subject to conditions, he or she may appeal to the Secretary of State for the Environment in accordance with Regulation 17 and Part 3 of Schedule 4 of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 within eight weeks of the receipt of this notice. (Appeals must be made on a form which obtainable from The Planning Inspectorate, Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel. 0117 372 6372) www.planning-inspectorate.gov.uk).

IMPORTANT

Compliance with Planning Conditions

The Council's Planning Enforcement Team is responsible for monitoring the implementation of planning permissions. This includes ensuring that all relevant conditions have been complied with. Effective enforcement is important to:

- tackle breaches of planning control which would otherwise have unacceptable impact on the amenity of the area;
- maintain the integrity of the decision-making process;
- help ensure that public acceptance of the decision-making process is maintained.

Whilst the majority of developers/homeowners do comply with the requirements of planning permissions, there are a number who do not. Where any planning conditions are breached, the Council can take formal enforcement action without further notice. Enforcement action could include such measures as requiring remedial works, cessation of use, or complete demolition and can cause the developer/homeowner unnecessary expense, delay and frustration.

It is important that you read and understand the eight points below to avoid any potential breaches of planning control:

- 1) Please take some time to read through the conditions attached to the planning permission and their particular requirements.
- 2) All planning conditions and timeframes for their submission/implementation must be complied with in full, unless a subsequent application or appeal is made to vary or remove those conditions and is subsequently approved.
- 3) Applications to vary conditions attached to a planning permission can take up to 8 weeks to determine (13 weeks if relating to a major planning application). Appeals normally take much longer.

- 4) Applications for approval of details reserved by planning condition (more commonly referred to as condition discharge applications) can take approximately 8 weeks to determine.
- 5) Applicants should ensure that they submit any applications or appeals in good time, well in advance of any anticipated or scheduled start date for commencement of the development.
- 6) If any amendments are sought to the permission, either prior to commencement of development or during the development, the developer should contact the Planning Department at their earliest opportunity to establish what form of application will be required. Work should not continue until any amendments are approved in writing by the Local Planning Authority.
- 7) Fees are normally payable for applications for approval of details reserved by planning condition (condition discharge applications). The relevant application forms, associated fees and details of how to apply can be found on the Planning Portal: www.planningportal.gov.uk

Mike Atherton
Head of Planning and Building Control

THE FOURTH SCHEDULE

Covenants with the Council

1. The Owner covenants with the Council as follows:

- 1.1 The Owner shall give notice in writing to the Council of their intention to Commence the Development fourteen (14) Working Days prior to Commencement of the Development.
- 1.2 The Owner shall give notice in writing to the Council of the anticipated date of Occupation of each of the 1st Dwelling, the 25th Dwelling, the 45th Dwelling and the 28th Market Unit on Site and also the anticipated date of Occupation of the 1st Affordable Housing Unit at least seven (7) Working Days prior to each of such anticipated dates arising.
- 1.3 The Owner shall not Commence Development of any part of the Site until:
 - 1.3.1 a notice pursuant to paragraph 1.1 above has been served on the Council; and
 - 1.3.2 the Affordable Housing Scheme and the Market Value Notice has been submitted to and approved by the Council in accordance with Part 1 of the Fifth Schedule.
- 1.4 The Owner shall provide the Council (by email to s106@rossendalebc.gov.uk) with details of the number of units Occupied as of 30 September and 31 March in each year within one week of the relevant date occurring until all Dwellings on Site are Occupied.

2. Payment of the contributions

- 2.1 The Owner will pay the Playing Pitch Contribution to the Council in the following instalments:
 - 2.1.1 30% on or prior to Occupation of the first Dwelling on the Site;
 - 2.1.2 35% on or prior to Occupation of the 25th Dwelling on the Site; and
 - 2.1.3 35% on or prior to Occupation of the 45th Dwelling on the Site.

and the Owner shall not enable the Occupation of any Dwelling in excess of the figures given above unless and until the related instalment of the Playing Pitch Contribution has been paid to the Council.

- 2.2 The Contributions and the monitoring fees referred to at paragraph 4 below shall be subject to indexation in accordance with Clause 12.1.

3. On-site open space

- 3.1 Prior to first Occupation, the Owner shall submit to the Council a plan for the management and maintenance of the Communal Area.
- 3.2 The Development shall not be Occupied until the plan referred to at paragraph 3.1 above has been approved by the Council.
- 3.3 The Owner shall reasonably and properly maintain the Communal Area in perpetuity in accordance with the plan approved by the Council pursuant to paragraph 3.1 above and the Owner shall levy a service charge from the owners and/or occupiers of the Dwellings in respect of such management and maintenance.
- 3.4 In the event that the Owner fails to comply with the objectives of the covenants set out in paragraphs 3.1 – 3.3 (in respect of the ongoing maintenance and management of the Communal Area) the Owner acknowledges that the Council may serve notice on the Owner detailing any works that it considers to be reasonably required to manage and maintain the Communal Area (the "Default Notice") and giving to the Owner at least four (4) weeks' notice (the "Notice Period") to undertake and complete such works. The Owner shall comply with the requirements in the Default Notice prior to the expiry of the Notice Period.
- 3.5 In the event that the Owner fails to comply with the requirements in the Default Notice by the end of the Notice Period the Owner grants the Council licence to access the Communal Area with workmen, plant and machinery to carry out the works required to remedy the default and in such circumstances the Owner covenants to pay to the Council on demand the Council's reasonable costs incurred in carrying out such works, paying Interest from the date of issue of a demand for payment by the Council to the Owner.
- 3.6 The Owner shall allow the Council to have access to the Site at all reasonable times to monitor compliance with the covenants set out in paragraphs 3.1 – 3.5 of this Schedule and the Owner will provide the Council with such information as the Council shall reasonably request from time to time to verify or check such compliance.

4. Monitoring Fees

The Owner shall pay to the Council the following monitoring fees:

- 4.1 a Playing Pitch Contribution monitoring fee of 1% of each instalment of the Playing Pitch Contribution on the same date as payment of the relevant instalment of the Playing Pitch Contribution pursuant to paragraph 2.1 of this Fourth Schedule.

- 4.2 an Affordable Housing monitoring fee in the sum of £1,232 on the date of service of the notice of Occupation of the first in time of the Affordable Housing Units pursuant to paragraph 1 of the Fourth Schedule and in any event prior to first Occupation of any Affordable Housing Unit on the Development and the Owner shall not enable the Occupation of any Affordable Housing Unit unless and until this monitoring fee has been paid to the Council.
- 4.3 a monitoring fee of £1,232 in respect of the monitoring of the obligations at paragraph 3 of this Fourth Schedule on the date of service of the notice of intended first Occupation of the Development pursuant to paragraph 1 of the Fourth Schedule and in any event prior to first Occupation of any Dwelling on the Development and the Owner shall not enable the Occupation of any Dwelling unless and until this monitoring fee has been paid to the Council.

5. Biodiversity Net Gain

- 5.1 The Owner covenants with the Council as follows subject to the following proviso:
- 5.1.1 The provisions of paragraphs 5.1 – 5.17 shall only bind the Managed BNG Land (and for the avoidance of doubt the only obligations in the Fourth to the Ninth Schedules to this Agreement that will bind the Off Site BNG Land are those at paragraphs 5.1 – 5.17).
- 5.1.2 The provisions of paragraph 5.18 shall only bind the Vegetated Gardens (and for the avoidance of doubt all other obligations, save those set out at paragraphs 5.1 – 5.17 of the Fourth Schedule in this Agreement will bind the Vegetated Gardens) (provided always that the provisions of paragraph 5.18 shall not be enforceable against the owners and occupiers of individual Dwellings)
- 5.2 The Owner shall not Commence the Development until it has paid the Biodiversity Net Gain Monitoring Fee to the Council.
- 5.3 The Owner shall not make any changes to the Biodiversity Net Gain Scheme without the prior written approval of the Council.
- 5.4 The Owner shall manage and maintain (or procure the management and maintenance of) the Managed BNG Land in accordance with the Biodiversity Net Gain Scheme for a period of 30 years from (in respect of the On Site BNG Land) the On Site BNG Works Completion Date and (in respect of Off Site BNG Land) the Off Site BNG Works Completion Date and this obligation shall include the appointment of a management organisation (and its

replacement where appropriate from time to time) in accordance with the Biodiversity Net Gain Scheme and the Owner shall procure that such organisation manages the Managed BNG Land in a good, proper and efficient manner and otherwise as required by the Biodiversity Net Gain Scheme.

- 5.5 The Owner shall commence the relevant part of the Biodiversity Net Gain Works by no later than each of the Additional Land BNG Works Commencement Deadline and the On Site BNG Works Commencement Deadline (as applicable) and within five Working Days of each such date notify the Council in writing that the Additional Land BNG Works Commencement Date and the On Site BNG Works Commencement Date (as applicable) has arisen.
- 5.6 The Owner shall complete the On Site Biodiversity Net Gain Works by no later than the On Site BNG Works Completion Date and within five Working Days of such date notify the Council in writing that the On Site BNG Works Completion Date has arisen.
- 5.7 The Owner shall complete the Additional Land BNG Works by no later than the Additional Land BNG Works Completion Date and within five Working Days of such date notify the Council in writing that the Additional Land BNG Works Completion Date has arisen.
- 5.8 Should the Owner fail to complete the On Site Biodiversity Net Gain Works by the On Site BNG Works Completion Date and/or the Additional Land BNG Works by the Additional Land BNG Works Completion Date the Owner will in each case provide to the Council for approval (such approval not to be unreasonably withheld or delayed) a draft proposal in writing setting out the Remedial Steps (to procure completion) and a timetable for the implementation of those Remedial Steps.
- 5.9 The Owner covenants with the Council that it will not make any disposal of the Managed BNG Land without the written consent of the Council such consent not to be unreasonably withheld or delayed (other than the transfer of the freehold or the grant of a long lease of no less than 35 years to the Developer)
- 5.10 The Owner shall procure that the following standard form of restriction is registered against the title to the Managed BNG Land:

No disposition of the part of the registered estate [shown – need to annex plans showing extent of Managed BNG Land] by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Rossendale Borough Council or their conveyancer that the provisions of paragraph 5.9 of the Fourth Schedule of the Section 106 Agreement dated [] have been complied with or that they do not apply to the disposition.

- 5.11 The Owner shall provide a Monitoring Report to the Council within 20 Working Days of each the Additional Land Monitoring Report Dates and the On Site Monitoring Report Dates.
- 5.12 The Owner shall provide a Target Condition Report to the Council within 20 Working Days of each the On Site Target Condition Dates and the Off Site Target Condition Dates.
- 5.13 Following receipt of a Monitoring Report or Target Condition Report the Council may, if it considers that the Owner is not complying with the Biodiversity Net Gain Scheme notify the Owner and the Owner will, within 10 Working Days from receipt by the Owner of such notice provide to the Council for approval (such approval not to be unreasonably withheld or delayed) a draft proposal in writing setting out the Remedial Steps and a timetable for the implementation of those Remedial Steps.
- 5.14 As soon as reasonably practicable following approval by the Council of a proposal referred to in paragraph 5.8 and/or 5.13 of this Schedule, the Owner shall implement the Remedial Steps in accordance with that approved proposal provided always that if the Owner fails to provide such proposal for the Remedial Steps or the Owner and the Council fail to agree the Remedial Steps the Council may issue Remedial Steps to the Owner and the Owner shall implement such Remedial Steps.
- 5.15 The Owner shall allow access to the Managed BNG Land on reasonable notice and at reasonable times to persons authorised by the Council for the purposes of monitoring compliance with this paragraph 5, the Biodiversity Net Gain Scheme and/or reviewing the information provided in any Monitoring Report or Target Condition Report and/or for the purposes of creating or implementing the Remedial Steps Provided always that at all times the Council minimise any disruption caused to the Managed BNG Land and make good any damage caused by their access to the Managed BNG Land.
- 5.16 The Owner shall be given a minimum of 20 Working Days' notice to implement any Remedial Steps.
- 5.17 Should the Owner fail to implement the Remedial Steps the Owner covenants to pay to the Council on demand the Council's reasonable costs incurred in implementing the Remedial Steps, paying Interest from the date of issue of a demand for payment by the Council to the Owner.
- 5.18 The Owner shall, as part of its delivery of 10% biodiversity net gain on the Biodiversity Net Gain Land turf and landscape the Vegetated Gardens in accordance with a scheme to be approved pursuant to condition 42 of the Planning Permission by the earlier of occupation of the relevant Dwelling or the On Site BNG Works Completion Date.

THE FIFTH SCHEDULE

AFFORDABLE HOUSING

The Developer (in its capacity of Owner of the part of the Site on which the Affordable Housing will be constructed) hereby covenants with the Council as follows:

Part 1

1. Prior to Commencement of the Development the Developer shall submit to the Council for approval the Affordable Housing Scheme which shall comprise of the Affordable Housing Plan and reflect the mix shown thereon and which must also include a programme and timetable for the provision of Affordable Housing Units and the Market Value Notice.
2. The Council shall advise within sixty (60) Working Days of receipt of the Affordable Housing Scheme whether it approves the Affordable Housing Scheme, such approval not to be unreasonably withheld or delayed, if no response is provided in accordance with the timescale in this paragraph then the Affordable Housing Scheme shall be deemed to be approved by the Council.
3. The Council shall advise in writing within sixty (60) Working Days of receipt of the Market Value Notice whether it approves the Market Value Notice, such approval not to be unreasonably withheld or delayed, if no response is provided in the timescale in this paragraph then the Market Value Notice is shall be deemed to be approved by the Council.
4. Following approval of the Affordable Housing Scheme referred to at paragraph 1 above, the Developer shall lay out and deliver the Affordable Housing in full compliance with the approved Affordable Housing Scheme (including any amendments that may be agreed in writing between the parties from time to time to the Affordable Housing Scheme and for the avoidance of doubt the Council has no obligation to agree such amendments).

Part 2

A. Construction of the Affordable Housing Units

1. To construct and provide the Affordable Housing Units in accordance with the Affordable Housing Scheme and as more particularly set out in this Agreement.

Provider to which the Affordable Housing Units are to be transferred (and the Council) shall respond to any request for such agreement within twenty eight (28) Working Days.

2. The agreement to dispose of any of the Affordable Housing Units to the Affordable Housing Provider must impose (inter alia) the following or equivalent terms:
 - 2.1 a restrictive covenant by the Affordable Housing Provider not to use the Affordable Housing Units other than for Occupation by Approved Persons (who are in Housing Need) for residential purposes and in accordance with the terms of this Agreement; and
 - 2.2 that the transfer of the Affordable Housing Units to the Affordable Housing Provider be free from any ground rent or encumbrances save for any existing encumbrances and such rights reservations and covenants as are necessary to enable the Developer to develop the Site in accordance with the Planning Permission and shall grant to the relevant Affordable Housing Provider such rights and covenants as are necessary to enable it to provide and beneficially use and enjoy the Affordable Housing Units; and
 - 2.3 the Developer shall not require the relevant Affordable Housing Provider to meet any of the Developer's legal or other conveyancing costs.
3. The Developer shall provide confirmation to the Council within ten (10) Working Days of entering into an agreement for the transfer of the Affordable Housing Units to an Affordable Housing Provider.
4. Not used
5. The Affordable Rented Units shall:
 - 5.1 be marketed and made available by the Affordable Housing Provider as Affordable Rented Housing (as appropriate and as determined by the Affordable Housing Scheme);
 - 5.2 be granted on a Tenancy;
 - 5.3 be let by the Affordable Housing Provider to Approved Persons;
 - 5.4 remain as Affordable Housing in perpetuity;
 - 5.5 be let via B-with-us or any subsequent Choice Based Lettings partnership that the Council is a member of from time to time.

6. Subject to compliance with paragraph 1 above, in the event the Developer has either:
- 6.1 not been able to identify an Affordable Housing Provider which is acceptable to the Council in accordance with this Schedule and which is on commercially acceptable terms to the Developer for the purchase of all of the Affordable Housing Units; or
 - 6.2 identified an acceptable Affordable Housing Provider which was ready willing and able to exchange unconditional contracts for the purchase of the all of the Affordable Housing Units but such Affordable Housing Provider withdraw(s) from the transaction or otherwise indicates that it is unlikely or willing to purchase all of the Affordable Housing Units (including where contracts have been exchanged but not completed due to the default of the Affordable Housing Provider).

in either case within six (6) months of the completion of construction of the Affordable Housing Units then the provisions of the following paragraph shall apply.

- 7 Where the preceding paragraph applies, the Developer may at any time following the six (6) month period referred to notify the Council that they have not exchanged contracts with an Affordable Housing Provider for the disposal of all of the Affordable Housing Units (or in the event of default as referred to at paragraph 6.2) together with written evidence of its compliance with paragraph 1 above ("Affordable Housing Notice"). The Council shall then (subject to the Council being satisfied that the Developer has complied with paragraph 1 above and in the event that the Council is not so satisfied the time periods in paragraph 1 shall begin to run for a further six (6) months after which a new notice under this paragraph 7 may then be served if the necessary conditions are satisfied) use reasonable endeavours to identify a suitable Affordable Housing Provider which is ready able and willing to exchange contracts for the purchase of all of the Affordable Housing Units (or such as remain unsold) and the provisions of the following paragraph shall apply.

- 8 In the event that either:

- 8.1 the Council have not been able to identify an Affordable Housing Provider which is ready willing and able to exchange unconditional contracts for the purchase of all of the Affordable Housing Units from the Developer; or
- 8.2 the Council had identified an Affordable Housing Provider which is ready and willing and able to exchange unconditional contracts for the purchase of all of the Affordable Housing Units from the Developer but such Affordable Housing Provider withdraw(s) from the transaction or otherwise indicates that it is unlikely that it is able or willing to purchase all of the Affordable Housing Units (including

where contracts have been exchanged but not completed due to the default of the Affordable Housing Provider)

in either case within six (6) months of the Affordable Housing Notice being served on the Council under paragraph 7 then the provisions of the following paragraph shall apply.

- 9 The Developer shall provide written evidence to the Council of the use of reasonable endeavours to transfer the Affordable Housing Units to an Affordable Housing Provider, following which the Developer and the Council shall within three (3) months:

9.1 use reasonable endeavours to agree an alternative housing tenure replacing the Affordable Housing Scheme (and shown on the Affordable Housing Plan);
or

9.2 use reasonable endeavours to agree an Affordable Housing Commuted Sum for the provision of alternative Affordable Housing within the administrative area of the Council.

- 10 Where an alternative housing tenure has been agreed, it shall replace the Affordable Housing mix set out in this Agreement and shown on the Affordable Housing Plan and the Developer shall for a further period of three (3) months use reasonable endeavours to transfer the Affordable Housing Units to an Affordable Housing Provider. After such period if the Developer is unable to transfer the Affordable Housing, it shall provide written evidence to the Council of the use of such reasonable endeavours and both parties shall seek to agree an Affordable Housing Commuted Sum within twenty one (21) Working Days.

- 11 Where an Affordable Housing Commuted Sum is agreed, the Developer shall pay the Affordable Housing Commuted Sum and shall then be permitted to dispose of the Affordable Housing Units as Market Units.

- 12 Once the Developer pays the Affordable Housing Commuted Sum to the Council pursuant to paragraph 11, the provisions of Part 2 of this Deed will no longer apply to the Affordable Housing.

- 13 Not used

- 14 Recycling – Affordable Rented Housing

14.1 As soon as reasonably possible following any disposal of an Affordable Rented Unit to either:

a) someone who has exercised the right to acquire the dwelling of which he is a tenant pursuant to section 16 of the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular rented Affordable Housing Unit; or

b) someone who has exercised any statutory right to buy the dwelling of which he is a tenant pursuant to Part V of the Housing Act 1985 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular rented Affordable Housing Unit

the Affordable Housing Provider shall calculate the Rented Net Sale Proceeds for the relevant Affordable Rented Unit and the Recycling Percentage on such sale and shall pay into a designated reserve fund held by the Affordable Housing Provider any Recycling Percentage received in respect of such sale.

14.2 The Recycling Percentage may only be used by the Affordable Housing Provider for Recycling.

14.3 On any transfer of any Affordable Rented Unit(s) by one Affordable Housing Provider to another Affordable Housing Provider the outgoing Affordable Housing Provider shall (to the extent not spent or already allocated for spending on Recycling) transfer the balance of the Recycling Percentage attributable to such Affordable Rented Units to the incoming Affordable Housing Provider and pursuant to this deed the incoming Affordable Housing Provider shall meet the obligations contained in this Schedule in so far as these relate to Recycling of the Recycling Percentage received by it on a sale referred to at paragraphs (a) or (b) of paragraph 14.1 (whether this relates to those sums transferred to it by the outgoing Affordable Housing Provider or received on sale after its date of acquisition).

14.4 In the event that the whole or any part of any Recycling Percentage has not been spent or allocated for spending on Recycling within five (5) years from the date of receipt by the Affordable Housing Provider, the monies or balance shall forthwith be released from any obligations pursuant to this Deed and be available for application by the Affordable Housing Provider in any manner which it considers appropriate, so long it has used all reasonable (but commercially prudent) endeavours to secure further Affordable Housing in the Borough.

14.5 The Affordable Housing Provider shall maintain records in respect of each of the Affordable Rented Unit(s) containing the price paid for the Affordable Rented Unit and details of the sale and specifically the Rented Net Sale Proceeds and the

Recycling Percentage calculations together with details of any Recycling undertaken and the aggregate Recycling Percentage held by the Affordable Housing Provider in respect of any Affordable Rented Units that have been sold in its designated reserve fund and upon request must allow the Council to inspect those records and provide any relevant information in writing.

- 14.6 The Affordable Housing Provider shall report to the Council on an annual basis on each sale made pursuant to paragraph 14.1 together with the information referred to at paragraph 14.5 (which shall be by email to planning@rossendalebc.gov.uk and forwardplanning@rossendalebc.gov.uk or such alternative or additional email address(es) as the Council notifies the Developer of from time to time) and shall provide any further information that the Council requests in respect of compliance with this paragraph 14.

THE SIXTH SCHEDULE

ELIGIBILITY FOR THE AFFORDABLE RENTED UNITS

1. An Approved Person should meet the following eligibility criteria for the Affordable Rented Units:

1.1 either fulfil one of the residency qualification set out at paragraph 1.1.1 below or all of the employment qualification set out at paragraph 1.1.2 below:

1.1.1 Residency qualification:

- (a) have had their principal residence in the Edenfield Neighbourhood Area for a continuous period of twelve months immediately prior to the application; or**
- (b) have lived in the Edenfield Neighbourhood Area for 3 out of the previous 5 years or for 6 out of the previous 12 months; or**
- (c) have close family (parent, sibling, child or grandparent) who have been resident in the Edenfield Neighbourhood Area for 5 continuous years and continue to reside there; or**
- (d) Members of the Armed Forces, veterans of up to 5 years and their spouses/civil partners are exempt from any local connection criteria. Armed Forces members are defined as: a member of the Royal Navy, the Royal Marines, the British Army or the Royal Air Force or a former member who was a member within the five years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service.**

1.1.2 Employment qualification:

An individual will be considered to meet the employment qualification if he/she or his/her partner meets all of the following criteria:

- (a) works at or from an office or business establishment based in the Edenfield Neighbourhood Area; and**
- (b) has been in paid employment or self-employed for 12 continuous months at a minimum average of 16 hours per week over a period of 12 continuous months at the time of application.**

1.2 Applicants must be deemed to be in Housing Need; and

1.3 Applicants must be able to demonstrate a housing need for a property type;

2. If after the Affordable Rented Units have been marketed for 12 weeks there is no interest from applicants who satisfy paragraph 1.1, the Owner must notify the Council in writing of the lack of interest after which the reference to the Edenfield Neighbourhood Area in this Schedule shall be substituted with the reference to the Borough.
3. If after the Affordable Rented Units have been marketed for 6 months there is no interest from applicants who satisfy paragraph 1.1 then the Owner must notify the Council in writing of the lack of interest after which the requirement to satisfy paragraph 1.1 shall cease to apply.
4. For the avoidance of doubt applicants will be assessed on their current housing need.
5. For the avoidance of doubt the Affordable Rented Units must be the applicants sole or principle home.
6. Provided always that notwithstanding the above the Council and Affordable Housing Provider may agree between themselves any amendment to the eligibility criteria in this Part of this Schedule where the Council shall deem it reasonable to do so and provided further that after such amendments are applied the applicant is able to demonstrate a housing need for a property type.
7. Upon allocation of the Affordable Rented Units for first lets and all subsequent lets the Affordable Housing Provider will confirm the details of each successful applicant detailing the criteria by which they qualify and the property address allocated to them and send this information to the Council (which shall be by email to planning@rossendalebc.gov.uk and forwardplanning@rossendalebc.gov.uk or such alternative or additional email address(es) as the Council notifies the Owner of from time to time).

THE SEVENTH SCHEDULE

The Council's Covenants

1. To use all Contributions received from the Owner under the terms of this Agreement for the purposes referred to in the relevant definition and for no other purpose.
2. The Council covenants with the Owner that it will refund any Contributions to the person who paid the relevant Contribution to the extent that such Contribution has not been expended in accordance with the provisions in this Agreement (and money shall be deemed to have been expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within ten years of the date of receipt by the Council of such sum.
3. When requested in writing the Council shall provide written confirmation of the discharge of obligations to the Council contained in this Agreement once the Council is satisfied (acting reasonably) that such obligations have been performed.
4. Following receipt by the Council of a Monitoring Report, if the Council (acting reasonably) considers that the Owner is not complying with the Biodiversity Net Gain Scheme, the Council shall notify the Owner, giving reasons, within eight weeks from receipt by the Council of that Monitoring Report.
5. If, at any time, the Council (acting reasonably) considers that the Owner is in substantial breach of the Biodiversity Net Gain Scheme the Council shall give written notice to the Owner, giving reasons.

THE EIGHTH SCHEDULE

Covenants with the County Council

- 1.1 The Owner shall give notice in writing to the County Council of their intention to commence the Development fourteen (14) Working Days prior to Commencement of the Development.**
- 1.2 The Owner hereby covenants with the County Council to pay to the County Council the Travel Plan Contribution (Index Linked) on or before the Commencement of Development and not to Commence Development or permit or allow the Commencement of Development on the Site unless and until the Owner has paid to the County Council the Travel Plan Contribution in full.**

THE NINTH SCHEDULE

County Council's Covenants with the Owner

1. The County Council covenants to pay the Travel Plan Contribution into a separately identified section of the County Council's combined accounts as soon as reasonably practicable.
2. The County Council covenants not to use any part of the Travel Plan Contribution other than for the purposes for which it was paid (whether by the County Council or another party).
3. In the event that the Travel Plan Contribution has not been spent or committed for expenditure by the County Council within 10 years following the date of receipt of the final payment of the Travel Plan Contribution, at the written request of the Owner the County Council will refund to the party who paid the contribution any part of the Travel Plan Contribution which has not been spent or committed for expenditure.

APPENDIX 1 – On Site HMMP



Blackburn Road, Edenfield

On-Site Habitat Management and Monitoring Plan

Prepared For: Northstone

Document Reference: 11020.001

March 2025

Version 6.0

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Document Title	Habitat Management and Monitoring Plan (HMMP) (On-Site)
Document Ref	11020.001
Version	Version 6.0
Prepared For	Northstone

Author	Molly Green
Date	25/03/2025
Checked	Connor Tucker
Approved	Maggie Fennell Wells

Amendment History					
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The conclusions and recommendations contained in this document are based upon information gathered by TEP and provided by third parties. Information provided by third parties and referred to herein has not been independently verified by TEP, unless otherwise expressly stated in the document.

Nothing in this report constitutes legal opinion. If legal opinion is required, the advice of a qualified legal professional should be secured.

Site Overview

Site Name and Address	Blackburn Road, Edenfield Borough of Rossendale, Lancashire, England, BL0 0GF
Central OS Grid Reference	SD 79885 19970
Central w3w	carry.broke.tame
Project Type	Full application for residential development comprising of 50 new houses, including associated work, landscaping and public open space (POS).
Landowner / Organisation Responsible for Habitat Creation	Northstone
Land Manager or Management Company Responsible for Long Term Management	Northstone will pass on management responsibility to an appointed management organisation detailed as Windle Management Company Limited. Management areas and responsibilities for BNG land is detailed on the Long-term Management Areas Plan (TEP ref: G11020.002.1B-4B - Drawing 8) for the management organisation and private plot owners.
Author	The Environment Partnership (TEP) Ltd
Planning Authority	Rossendale Borough Council
National Landscape Character Area	National Character Area 36: Southern Pennines



BNG Metric Reference	TEP ref: Biodiversity Metric 4.0 – Blackburn Road, Edenfield
Irreplaceable Habitats	None present within HMMP.

Summary of Habitat Management and Monitoring Plan

Habitats to be Retained, Created and Enhanced	The following habitats are associated with BNG delivery on-site: - Modified grassland – created; - Other neutral grassland - retained and created - Mixed scrub – created; - Introduced shrub – created; - Rain garden – created; - Vegetated garden – created; - Rural trees – created; - Urban trees – created; - Other woodland; mixed – enhanced; and - Native hedgerow – created. All BNG associated habitats will be created by Northstone and Windle Management Company Limited.
Timescales for Actions	Establishment period estimated 0-5 years. HMMP period minimum 30 years.
BNG Monitoring Requirements	Habitat condition monitored against UK Habitat criteria in years 1, 2, 3, 4, 5, 10, 15, 20, 25, 27, 30.
HMMP Update Requirements	The HMMP will be informally reviewed on an annual basis to ensure management prescriptions appropriate to the habitats on site particularly during the establishment period. The HMMP will undergo a formal review every 5 years to ensure the plan is meeting the changing needs of the Site.
Required Consents and Licences	Trees (G1.1 and G1.2) that are to be felled have been identified as having PRF-I suitability, and therefore must be felled under supervision of a bat licenced ecologist using reasonable avoidance measures such as soft-felling techniques.
Funding	The requirement to provide funding will be contained within the S106.
Legal Agreement	Land covered under this HMMP would be incorporated into an appropriately worded S106 (planning reference: 2023/0396).

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Drawing 2: Landscape Masterplan – Amenity Site (LUC ref: 12334_LD_PLN_002 P05)

Drawing 3: Planting Plan – Residential Site (LUC ref: 12334_LD_PLN_401 P08)

Drawing 4: Planting Plan – Amenity Site (LUC ref: 12334_LD_PLN_402 P08)

Drawing 5: Existing UK Habitats (TEP ref: G9429.016B)

Drawing 6: Proposed UK Habitats (TEP ref: G9429.018.1D-3D)

Drawing 7: Proposed Habitat Condition and Strategic Significance (TEP ref: G9429.019.1D-3D)

Drawing 8: Long-Term Management Areas (TEP ref: 11020.002A.1-4)

1.0 Introduction

Purpose of the Habitat Management and Monitoring Plan (HMMP)

- 1.1 This HMMP has been produced by The Environment Partnership (TEP) Limited on behalf of Northstone. The HMMP provides a framework for supporting the delivery of Biodiversity Net Gain (BNG) at Blackburn Road, Edenfield (hereby referred to as the 'Site').

Scope of the HMMP

- 1.2 This HMMP covers all areas of open space within the two areas of land within the Site, referred to as the 'West Site' and 'East site'. It excludes the residential gardens referred to as 'vegetated gardens', which are to be maintained by the property occupiers.
- 1.3 This HMMP covers management of proposed on-site habitats associated with the Site. It has not been possible to achieve 10% BNG on-site, therefore an off-site mitigation area at Gincroft Lane has been utilised to address the shortfall in biodiversity units. Refer to the Off-Site HMMP (TEP ref: 11020.002) for management associated with the off-site BNG area.
- 1.4 This HMMP sets out a coordinated, overarching approach to the management of the habitats, open space and landscaping within the Site. At a strategic level, the HMMP will be used to guide decision making and management interventions, as well as monitoring mechanisms to ensure the successful establishment of each habitat across a 30-year period. At an operational level, the HMMP will be used to inform the day-to-day practical landscape maintenance operations.
- 1.5 This HMMP has been informed by the design proposals, ecological baseline and arboricultural information and should be read in conjunction with the following documents:
- Landscape Masterplan – Residential Site (LUC ref: 12334_LD_PLN_001 P05);
 - Landscape Masterplan – Amenity Site (LUC ref: 12334_LD_PLN_002 P05);
 - Planting Plan – Residential Site (LUC ref: 12334_LD_PLN_401 P08);
 - Planting Plan – Amenity Site (LUC ref: 12334_LD_PLN_402 P08);
 - Play Area – Amenity Site (LUC ref: 12334_LD_PLN_003 P03);
 - Arboricultural Impact Assessment (TEP ref: 10631.001);
 - Tree and Woodland Management Plan (TEP ref: 10631.003 v3.0);
 - Ecological Impact Assessment (TEP ref: 9429.002 v2.0);

- BNG Assessment (TEP ref: 9429.003 v2.0);
- Biodiversity Metric 4.0 (TEP ref: Biodiversity Metric 4.0 – Blackburn Road, Edenfield);
- Edenfield Landscape Statement (LUC ref: 12334 v1.8);
- Off-Site Habitat Management and Monitoring Plan (TEP ref: 11020.002); and
- Long-Term Management Areas (TEP ref: 11020.002.1B-4B).

1.6 This HMMP has been informed by British Standard 8683:2021 Process for Designing and Implementing BNG and BNG Good Practice Principles for Development, A Practical Guide¹.

Structure of the HMMP

1.7 The HMMP comprises the following chapters:

- Chapter 2.0 provides an overview of the Site's baseline landscape and ecological features;
- Chapter 3.0 provides details of the Site's planning, development and BNG rationale and commitment;
- Chapter 4.0 includes roles and responsibilities for the long-term management of the Site;
- Chapter 5.0 details the management intentions and maintenance operations associated with the delivery of BNG; and
- Chapter 6.0 sets out how the success of the HMMP will be monitored, reviewed and updated over time.

1.8 The following appendices are included and support this HMMP:

- Appendix A provides a table of maintenance operations;
- Appendix B summarises relevant legislation; and
- Appendix C is the BNG monitoring schedule and summary of the BNG commitment for the Site.

1.9 The following drawings are included and support this HMMP:

- Drawing 1: Landscape Masterplan – Residential Site (LUC ref: 12334_LD_PLN_001 P05);
- Drawing 2: Landscape Masterplan – Amenity Site (LUC ref: 12334_LD_PLN_002 P05);

¹ [Biodiversity net gain. Good practice principles for development. A practical guide \(cieem.net\)](https://www.cieem.net/biodiversity-net-gain-good-practice-principles-for-development-a-practical-guide)



- Drawing 3: Planting Plan – Residential Site (LUC ref: 12334_LD_PLN_401 P08);
- Drawing 4: Planting Plan – Amenity Site (LUC ref: 12334_LD_PLN_402 P08);
- Drawing 5: Existing UK Habitats (TEP ref: G9429.016B);
- Drawing 6: Proposed UK Habitats (TEP ref: G9429.018.1E – 3E);
- Drawing 7: Proposed Habitat Condition and Strategic Significance (TEP ref: G9249.019.1E – 3E); and
- Drawing 8: Long-Term Management Areas (TEP ref: G11020.002.1B-4B).

2.0 Overview of Baseline Site

Site Location

- 2.1 The Site lies approximately 2km south-east of Helmshore Village, and 3km south-west of Rawtenstall town centre. The Site is divided into two parcels, with the Residential Site (West Site) located to the west of Blackburn Road, and the Amenity Site situated to the east of Burnley Road.
- 2.2 The Site is bounded by the A56 to the west, by residential development to the north and south, and arable farmland to the east. The wider area surrounding the Site comprises arable fields with scattered woodland areas and residential properties, with a railway line and the River Irwell to the west.

Land Use Summary

- 2.3 Table 1 summarises the wider baseline environmental information for the Site and HMMP.

Table 1: Summary of Baseline Environmental Information

Baseline Feature	Feature Description Relevant to HMMP
Baseline Habitat Survey	Baseline habitats are illustrated in the Phase 1 Habitat Survey Drawing (TEP ref: G9429.014B), and comprise a mix of the following habitats: ■ Scattered scrub; ■ Plantation mixed woodland; ■ Poor semi-improved grassland; ■ Tall ruderal; and ■ Bare ground.
Ecological Surveys	The following surveys have been carried out at the Site: ■ Ecology Desk Study (TEP, 2022); ■ Extended Phase 1 Habitat Survey (TEP, 2022); and ■ Preliminary Roost Assessment for Bats (TEP, 2024).
Environmental Designations	The proposed Site lies within 5km of three nationally designated sites, with (Hodge Clough SSSI ~1km to the west, West Pennine Moors ~1.8km to the west, and Lower Red Lees Pasture SSSI ~2.1km to the south-west of the Site. There are 22 non-statutory locally designated sites within 2km of

Baseline Feature	Feature Description Relevant to HMMP
	the Site (refer to Ecology Desk Study (TEP ref: 9429.001) for full list).
Landscape Character Designations	The Site falls within National Character Area 36: Southern Pennines². The Southern Pennines are part of the Pennine ridge of hills, lying between the Peak District National Park and the Yorkshire Dales National Park. This is a landscape of large-scale moorlands, pastures enclosed by drystone walls, and gritstone settlements contained within narrow valleys.
Protected and Notable Species ³	The Site provides suitable habitat for the species listed below, and therefore could be affected by development proposals. Refer to Appendix B for further information on legislation for protected species. <u>Badgers</u> The Extended Phase 1 Habitat Survey (TEP, 2022) identified signs of mammal activity, within habitats on-site potentially providing suitable foraging, commuting and sett-building habitat for badgers. <u>Bats</u> Two trees (G1.1 and G1.2) were categorised as having PRF-I suitability to support individual or small numbers of bats. <u>Birds</u> Brash piles and woodland habitat provide suitable nesting opportunities for a number of bird species. <u>Hedgehogs</u> The brash piles on-site provide sheltering and hibernation habitat, and there is good connectivity between the Site and the wider landscape, therefore hedgehog may be present on-site.
Protected and Notable Habitats	Deciduous woodland has been identified within and adjacent to the Site. The Ecology Desk Study (TEP ref: 9429.001) identified No Tree Preservation Orders (TPOs); no trees within a Conservation Area; no ancient woodland; no veteran trees; no trees within a Community Forest; and no Habitats of Principal Importance.

² Southern Pennines - National Character Area Profiles

³ Further information of legislative requirements for protected species is included in Appendix B

Baseline Feature	Feature Description Relevant to HMMP																								
Invasive Non-Native Species	The Extended Phase 1 Habitat Survey (TEP, 2022) identified several areas of Himalayan balsam on-site, which should be controlled and treated in line with a species-specific treatment methodology. This is detailed within the Invasive Weed Management Plan (Nightingale environmental Ltd ref: NIG/DN20277).																								
Climate	The following climate data is based on the Met Office⁴ data for the climate period 1991-2020 at Rochdale Climate Station: <table> <tr> <td>Days of rain per year</td><td>170.75 mm</td></tr> <tr> <td>Average annual rainfall</td><td>1197.22 mm</td></tr> <tr> <td>Wettest month</td><td>Dec (138 mm)</td></tr> <tr> <td>Driest month</td><td>May (65 mm)</td></tr> <tr> <td>Average annual temperature</td><td>10.31°C</td></tr> <tr> <td>Warmest month</td><td>July (11–20°C)</td></tr> <tr> <td>Coldest month</td><td>January (1–6°C)</td></tr> <tr> <td>Average annual hours of sunshine</td><td>1265.48 hrs</td></tr> <tr> <td>Sunniest month</td><td>July (170.77 hrs)</td></tr> <tr> <td>Prevailing winds</td><td>West</td></tr> <tr> <td>Days of air frost</td><td>44.37 days</td></tr> <tr> <td>Frostiest month</td><td>January (10.16 days)</td></tr> </table>	Days of rain per year	170.75 mm	Average annual rainfall	1197.22 mm	Wettest month	Dec (138 mm)	Driest month	May (65 mm)	Average annual temperature	10.31°C	Warmest month	July (11–20°C)	Coldest month	January (1–6°C)	Average annual hours of sunshine	1265.48 hrs	Sunniest month	July (170.77 hrs)	Prevailing winds	West	Days of air frost	44.37 days	Frostiest month	January (10.16 days)
Days of rain per year	170.75 mm																								
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Sunniest month	July (170.77 hrs)																								
Prevailing winds	West																								
Days of air frost	44.37 days																								
Frostiest month	January (10.16 days)																								
Geology and Topography	The following geology information has been derived from British Geological Society (BGS) Geology Viewer⁵: <u>Bedrock geology:</u> Brooksbottoms Grit – Sandstone: sedimentary bedrock formed between 321.5 and 320 million years ago during the Carboniferous period. <u>Superficial deposits:</u> Till, Devensian – Diamicton: sedimentary superficial deposit formed between 116 and 11.8 thousand years ago during the Quaternary period.																								
Agricultural Land Status	The Site falls within Agricultural Land Status Grade 4 (Poor) ⁶ .																								
Soils and Substrates	The Site is located within Soilscape 17, described as “slowly permeable seasonally wet acid loamy and clayey soils” ⁷ .																								

⁴ Location-specific long-term averages - Met Office

⁵ BGS Geology Viewer (BETA)

⁶ Agricultural Land Classification map North West Region - ALC002

⁷ LandIS - Land Information System - Soilscape soil types viewer

Baseline Feature	Feature Description Relevant to HMMP
Contaminated Land	N/A
Hydrology and Drainage	The River Irwell is located to the west of the Site.
Flood Risk Zones	The Site falls within Flood Zone 1, meaning there is low probability of flooding from rivers and the sea ⁸ .
Historic Environment and Land Use	N/A

⁸ Flood risk information for this location - Flood map for planning - GOV.UK

3.0 Planning, Development and BNG Rationale

- 3.1 A Full planning application was submitted to Rossendale Borough Council in 2023 (application reference: 2023/0396) for a residential development comprising no. 50 units (Use Class C3) and local infrastructure project including all associated work, landscaping, and public open space.

Section 106 Agreement

- 3.2 The Section 106 agreement details the following requirements:

"To implement the Biodiversity Net Gain Scheme on the Site and the Additional Land in accordance with the requirements and timescales set out in the Biodiversity Net Gain Scheme"

- 3.3 This HMMP has been written to meet the requirements of the Section 106 Agreement.

Biodiversity Net Gain (BNG)

- 3.4 Developers are required to deliver a BNG minimum of 10% to ensure the natural environment is in a measurably better condition than it was pre-development.

- 3.5 The National Planning Policy Framework (NPPF) (December 2023), states that:

"planning policies and decisions should contribute to and enhance the natural and local environment by:

d) minimising impacts on and providing net gains for biodiversity, including by establishing coherent ecological networks that are more resilient to current and future pressures".

- 3.6 BNG is measured in biodiversity units (BU). BU are allocated to each existing habitat present on a site based on their condition, distinctiveness, and strategic significance.

- 3.7 The Department for Environment Food & Rural Affairs' (DEFRA) Biodiversity Metric 4.0 Calculation Tool is used to:

- Quantify and score the baseline BU's on site for each habitat;
- Identify and score the BU's to be lost due to the proposed development; and
- Identify and score the BU's to be retained, enhanced and created.

Baseline Calculation

- 3.8 A baseline biodiversity calculation of the Site was undertaken (TEP, 2022) in line with Phase 1 Habitat survey assessment methods (JNCC, 2010) and the Guidelines for Preliminary Ecological Appraisal (CIEEM, 2017).

- 3.9 The BNG commitment has been calculated using DEFRA's Biodiversity Metric 4.0 Calculation Tool (TEP ref: Biodiversity Metric 4.0 – Blackburn Road, Edenfield) and is outlined in the BNG Assessment (TEP ref: 9429.003 v2.0).

Securing BNG

- 3.10 Whilst the Site itself does not deliver a net gain of BU's, the developer has agreed to address any shortfall in BNG through the development of an off-site habitat bank. Refer to the Off-Site HMMP (TEP ref: 11020.002) for further details on securing BNG through off-site mitigation.
- 3.11 The BUs within the Site will be delivered as follows:
- **Habitat retention:** small area of other neutral grassland to be retained in poor condition;
 - **Habitat enhancement:** an area of other woodland; mixed will be enhanced from poor to moderate condition. It is intended that this habitat will be enhanced through targeted management interventions. The target condition for each habitat is defined in Chapter 5.0 alongside specific management activities to achieve this e.g., removal of Invasive Non-Native Species (INNS), adding woodland ground flora, implement a strategy for deadwood.
 - **Habitat creation:** modified grassland, other neutral grassland, mixed scrub, introduced shrub, rain garden, vegetated garden, rural trees and urban trees will be created on-site. Each new habitat has a target condition that should be achieved within the lifetime of this HMMP. Some habitats reach their target condition quickly, others take considerably longer.
- 3.12 The BUs committed to as part of the planning process will be managed for at least 30 years to deliver the BU and ensure a net gain.
- 3.13 This HMMP is a key part of the delivery of the intended BU's. A monitoring and review strategy is included in Chapter 6.0, and BNG auditing schedule is in Appendix C. It requires a competent person to certify that:
- Newly created habitats are on course to meet their target condition;
 - Existing habitats are improving in line with commitments relating to target condition; and
 - Any remedial measures are in place to address shortfalls in target condition.

4.0 Roles and Responsibilities

Defects Period

- 4.1 During the defect's liability period, landscape maintenance and replacement of failed planting will be completed by the landscape contractor who has implemented the scheme.

Practical Completion

- 4.2 BNG Good Practice Principles for Development, A Practical Guide⁹, recommends that a site audit is completed by a competent landscape/ecological professional to review the condition of all habitats which contribute to achieving BNG. The audit should be completed as part of practical completion and prior to the transfer of land to the managing organisation for long-term management.

Long-Term Management

- 4.3 Following the defects liability period, Northstone will appoint a managing organisation who will be responsible for operational management and maintenance of the habitats and landscape within the Site.
- 4.4 The managing organisation will require the necessary experience and certificates of competence to undertake landscape management operations on site. Where practical, contractors with experience in biodiversity management will be sought. The managing organisation will ensure that management complies with the guidelines set out in this HMMP.

Mechanism to Secure Delivery

- 4.5 The appointed managing organisation will have a contractual responsibility to ensure the Site is maintained appropriately to deliver the BU's committed to as part of the development.
- 4.6 The appointed managing organisation will liaise with the Local Planning Authority during the lifetime of this HMMP (30 years), to ensure that any amendments or changes to management and maintenance are agreed to in writing.

Health and Safety

- 4.7 Management of the Site must be in line with all legislation relating to health and safety and the environment. A review of the relevant legislation affecting site management is at Appendix B.

⁹ [Biodiversity net gain. Good practice principles for development. A practical guide \(cieem.net\)](https://www.cieem.net/biodiversity-net-gain-good-practice-principles-for-development-a-practical-guide)

- 4.8 Northstone will retain ultimate responsibility for the health and safety of the Site until such time as the open space and landscaping associated is transferred to a managing organisation(s). The Site will be subject to informal inspections and a formal annual inspection. Whenever the Site is visited, any deficiencies in safety provision will be noted and acted upon.
- 4.9 The appointed managing organisation responsible for complying with the provisions of the Health and Safety at Work Act 1974. All machinery and apparatus brought onto the Site shall be safe and maintained to a standard that will not breach provisions within the Health and Safety at Work Act 1974 or any other statutory obligations.
- 4.10 The managing organisation shall be adequately trained and sufficiently competent to carry out maintenance operations without causing a Health and Safety risk to themselves or other users of the Site.
- 4.11 All works shall be undertaken in accordance with the relevant codes of practice. Appropriate machinery shall be used inclusive of adequate personal protective equipment to avoid harm to themselves or any other persons.

Biosecurity

- 4.12 The Extended Phase 1 Habitat Survey conducted in 2022 by TEP identified infestations of Himalayan balsam across the Site.
- 4.13 Invasive species will continue to be monitored, and control works will be carried out in accordance with the best practice guidance and legislation.
- 4.14 The appointed managing organisation should have a sufficient awareness of new and ongoing biosecurity threats, and the necessary precautions to avoid their spread should be undertaken on sites where they are known or suspected.
- 4.15 New findings of suspected non-indigenous plant pests and diseases should be reported to the Plant Health and Seeds Inspectorate or Forestry Commission - Forest Research Tree Health Diagnostic and Advisory Service or both.

Management Plan Reviews

Informal Review

- 4.16 The landowner and/or the appointed managing organisation will undertake an informal review of the maintenance operations annually to ensure that the maintenance operations are meeting the original management objectives and responding to the developing needs of the Site.
- 4.17 Informal reviews will identify the need for additional maintenance operations and inform future management decisions. This can be achieved by:

- Quarterly formal site inspections by the landowner and/or managing organisation to assess the appointed contractor's quality standards and deliverables in line with this HMMP;
- An annual site meeting with the landowner and/or managing organisation and stakeholders and the appointed contractor to assess quality standards and deliverables in line with this HMMP; and
- Ad hoc unannounced inspections by the landowner and/or managing organisation to review quality of maintenance work and any potential Health and Safety issues.

Formal Review

- 4.18 A formal review will be undertaken at the end of the first 5-year period following the first years establishment period and the transition into long term management. Subsequent formal reviews will be completed every 5 years unless there is the requirement to increase the monitoring frequency following the review process.
- 4.19 The formal review will include the key measures achieved, habitat condition assessments in line with the BNG audit program and will refer to any ecological reporting undertaken.
- 4.20 The formal review will also consider if any adaptations to existing landscape and habitat management activities are required to ensure habitats are on course to meet expected target conditions.
- 4.21 It is also recommended a cash-flow forecast as part of the formal review process to ensure sufficient funds are in place to deliver long term management of the Site.

BNG Monitoring

- 4.22 The management intentions and operations at Chapter 5.0 include target conditions for each habitat and the appropriate management operations required to achieve the expected target condition. Monitoring relating to specific BNG commitments should be undertaken in line with Chapter 6.0 and Appendix C.

5.0 Management Intentions and Operations

Management Objectives

5.1 The long-term management objectives of this HMMP are:

- To ensure new planting establishes to create a high quality landscaping scheme to provide an attractive and desirable setting to the development;
- To maximise the BU's delivered by habitats on Site;
- To ensure the scheme is successfully maintained;
- To safeguard and enhance the biological and integrity of the Site;
- To improve existing habitats and achieve BNG;
- To ensure that retained and newly created habitats within the open spaces are managed to enhance their biodiversity and ecological value for wildlife on-site;
- To enhance public awareness and appreciation of the habitats and associated flora and fauna of the Site; and
- To comply with legal obligations and constraints.

Landscape Elements

5.2 The Site will comprise the following landscape elements as shown on the Planting Plan – Residential Site (LUC ref: 12334_LD_PLN_401 P08) and Planting Plan – Amenity Site (LUC ref: 12334_LD_PLN_402 P08), or any subsequent document approved under a formal planning application:

Habitats associated with BNG:

Residential Site (West Site):

- Existing trees/woodland;
- Proposed feature trees;
- Proposed native trees to POS;
- Proposed ornamental trees to streets;
- Proposed orchard planting;
- Proposed planting beds;
- Proposed amenity grass (to be seeded);
- Proposed hedgerow planting;
- Proposed native hedgerow planting;
- Proposed scrub mix;

- Proposed woodland enhancement mix;
- Proposed EM5 meadow mixture for loamy soils; and
- Proposed rain garden.

Amenity Site (East Site):

- Proposed ornamental tree, extra heavy standard;
- Proposed native tree, heavy standard;
- Proposed native tree, selected standard;
- Proposed trees;
- Proposed planting beds;
- Proposed native hedgerow planting; and
- Proposed EM5 meadow mixture for loamy soils;

5.3 Landscape features associated with site wide management, as detailed in the Landscape Masterplan – Residential Site (LUC ref: 12334_LD_PLN_001 P05) and Landscape Masterplan – Amenity Site (LUC ref: 12334_LD_PLN_002 P05), or any subsequent document approved under a formal planning application:

Residential Site (West Site):

- Shared surface road;
- Tarmac road;
- Combination pedestrian/cyclist route;
- Timber seating and wildlife totem features;
- Natural play area;
- Pocket park; and
- Existing dry-stone wall.

Amenity Site (East Site):

- Pedestrian footpath;
- Existing dry-stone wall;
- Timber post and rail fence;
- Woodland play area;
- Central play area;
- Hill fort play space (standing stones, slide boulders, wooden steps); and
- Amphitheatre seating.

- 5.4 This chapter details management intentions for each element listed above.
- 5.5 The current habitat condition and target condition of habitats associated with BNG (as detailed within the Biodiversity Metric Calculator 4.0 (TEP ref: Biodiversity Metric 4.0 – Blackburn Road, Edenfield) are included alongside key issues which require addressing to achieve the target condition. These are indicative only and based on site assessment and landscape drawings and will be re-evaluated based on As Built Drawings at completion of the landscape scheme.
- 5.6 The condition of each habitat will be reviewed during the audit process to ensure they are on track to achieve the anticipated target condition and BU. Ongoing monitoring will ensure adaptive management can be undertaken in good time if required. BNG monitoring requirements are included in Chapter 6.0 and a monitoring schedule is included in Appendix C.

General Management Principals

Site Inspections

- 5.7 Regular inspections will ensure any health and safety hazards are identified and made safe. Site inspections will be undertaken monthly to identify any health and safety hazards and arrange for them to be made safe as far as is practicable.
- 5.8 Results from the monthly site inspections will be compiled and presented within the annual report which will be used in the review of the HMMP as detailed in Chapter 6.0.

Tree Risk Management Strategy

- 5.9 This HMMP does not prescribe how tree risk management must be delivered. The responsibility of tree risk lies with the landowner on which trees are located unless it is transferred to another party by agreement.
- 5.10 By virtue of their location and/or size some trees have an inherently greater capacity to cause injury than others. Prior to transfer of POS areas to the appointed management company, a qualified arboriculturist should carry out an inspection of mature trees within or adjacent to areas of public access to check for damage and disease and to maintain appropriate height clearances for safe pedestrian access.
- 5.11 Following the inspection a tree risk management strategy should be developed by a qualified arboriculturist which will differentiate between frequency of inspection and thresholds of tolerable risk proposed by tree stock.

Site Cleansing

- 5.12 A litter pick of the Site will be carried out fortnightly. All litter will be removed and disposed of in an authorised manner.

Chemical Use and Weeding

- 5.13 It should be recognised that plants considered as weeds can provide suitable habitat for invertebrates.
- 5.14 Ragwort and thistles are important food sources pollinators, provide seeds for birds and habitat for a range of invertebrates. Weeding should be an adaptive process. Monitoring of habitats will identify occurrence of problem species and if any species is becoming over-dominant or problematic appropriate action should then be taken.
- 5.15 Weed control where feasible should be undertaken by hand pulling, however in certain instances herbicide may be the most effective measure to remove unwanted species. Where herbicide application is undertaken this should be in small, controlled areas and should only target the undesirable species. Herbicides should comply with the Control of Pesticides Regulations as amended (1997) and be on the current list of approved products.
- 5.16 Consideration would need to be given to the fact that chemicals can prevent growth of grasses and woody species in landscape schemes.
- 5.17 Fertiliser is not to be applied to any of the meadow areas in order to conserve the development of a diverse sward.

Existing Trees/Woodland

Management Intentions

- 5.18 An area of mixed plantation woodland located to the south of the western Site (hereby referred to as the 'West Site') will be retained and enhanced post-development, providing ecologically valuable habitats for species on-site, such as bird and bat species. Existing woodland will also enhance amenity value, with a 'woodland aesthetic' incorporated into the design principles for the Site, particularly along the recreational route through onto Church Lane and Edenfield.
- 5.19 Improvements will be made to the condition, quality, and resilience of the existing woodland, as detailed in the Tree and Woodland Management Plan (TEP ref: 10631.003 v3.0).
- 5.20 The current condition of the existing trees/woodland (referred to as Other Woodland; Mixed within the Biodiversity Metric 4.0 – Blackburn Road, Edenfield) is poor, and will be enhanced to moderate condition by the target date of 10 years.

1. The first part of the document is a list of references. The references are listed in alphabetical order of the author's name. The references are as follows:

Table 2: Baseline and Target BNG Condition Criteria for Existing Trees/Woodland

Woodland UKHab Community: Other woodland; mixed		Current Condition: Poor	Target Condition: Moderate	Time to Achieve Target Condition: 10 years
Condition Assessment Criteria		Baseline	Proposed	Management Intentions
A	Age distribution of trees	2	2	Due to the planted origin of the woodland, many trees are a similar age. Management will focus on developing at least two age classes to ensure all life stages are represented, through whip and woodland understorey planting.
B	Wild, domestic, and feral herbivore damage	3	3	Implement protective guards on new planting to mitigate against rabbit or deer foraging. Review any damage where relevant and implement further interventions if required i.e. protective fencing. Replacement of failed planting as required if damage is extensive.
C	Invasive plant species	1	3	Remove identified Himalayan balsam within the woodland understorey using an appropriate species-specific treatment methodology. Long-term management will monitor the presence of INNS and will control and remove infestations where required.
D	Number of native tree species	2	2	New planting will include a mix of native species. Long-term management will review species composition so that no one species forms a monoculture.

Woodland UKHab Community: Other woodland; mixed				
		Current Condition: Poor	Target Condition: Moderate	Time to Achieve Target Condition: 10 years
E	Cover of native tree and shrub species	3	3	Implemented species mixes will include native species and long term management will review species composition so that no one species forms a monoculture.
F	Open space within woodland	3	3	Continuous review of woodland density will inform appropriate management interventions e.g. thinning of woodland.
G	Woodland regeneration	3	3	Ensure that regeneration includes all three classes present in woodland. Trees 4-7cm diameter at breast height (dbh), saplings are present and good amount of coppiced growth is managed on a rotation.
H	Tree health	3	3	Remove any diseased trees and ash dieback, but retain where safe to do so to preserve ash trees as a valuable part of the wider ecosystem. Monitor woodland to ensure tree mortality is <10% with no pests, disease or crown die back.
I	Vegetation and ground flora	1	2	Increase seeding and bulb planting within all woodland compartments and manage tree density, opening areas up to encourage a more diverse ground flora. Removal of INNS within woodland understorey will reduce competition for native plants and enhance species diversity.

Woodland UKHab Community: Other woodland; mixed				
		Current Condition: Poor	Target Condition: Moderate	Time to Achieve Target Condition: 10 years
J	Woodland vertical structure	1	2	Provide a more complex habitat by creating three or more stories across all woodland compartments. Thinning and coppicing existing trees and allow natural regeneration.
K	Veteran trees	1	1	N/A
L	Amount of deadwood	1	2	Promote deadwood habitat and facilitate approximately 25-50% in all compartments through habitat piles, standing deadwood and retaining dead branches and stumps.
M	Woodland disturbance	2	3	Monitor woodland for any signs of damage or disturbance, and implement appropriate intervention as required where needed, e.g. protective fencing.

Capital Works

Individual Trees

Felling Works

- 5.21 A large area of the retained woodland is dominated by ash trees displaying symptoms of Chalara ash dieback disease. The trees that are worst affected by the disease will be felled prior to development and replaced with new planting.
- 5.22 Prior to new understorey planting in this area, the stumps of existing trees will be ground out or mulched. Additional clean topsoil will be imported and incorporated into the mulch as required to create a suitable planting medium.
- 5.23 Refer to the Tree and Woodland Management Plan (TEP ref: 10631.003 v3.0) for further details regarding removal and replacement of diseased trees at the Site.

Retrenchment

- 5.24 There are few large or mature trees on the Site which increases their significance. Tree reduction, including by destructive pruning or veteranisation will be preferred to tree removal.
- 5.25 Trees identified as in decline will be retained unless safety concerns require them to be removed. Works to manage the decline of mature trees may be undertaken and will seek to preserve the largest amount of the remaining tree for the longest possible time.
- 5.26 Coronet cuts and other veteranisation methods will be used where appropriate. Major limbs and deadwood from retrenchment pruning will be laid beneath the canopy but brash may be removed and used elsewhere on the Site to form habitat piles.

Formative Pruning

- 5.27 Pruning to facilitate the development of good form and to remediate developing structural defects will be undertaken at the discretion of a qualified arboriculturist and form part of Tree Risk Management (sections 4.34 to 4.47).
- 5.28 Tree and branch failures will be removed where they present an obstruction or hazard.

Crown Maintenance

- 5.29 Crown lifting above marked, surfaced vehicle and pedestrian routes may be undertaken as necessary. Crown lifting for pedestrian access will be to 2.4m. Crown lifting for vehicle access (along Church Lane) will be dependent on the size of vehicle up to a maximum of 5.2m.

Weed Control

- 5.30 Mowing and strimming of grass around the proposed play equipment and footpath verges adjacent to tree planting will be undertaken with care to avoid damage to buttresses, bark and surface roots.

Woodland

Thinning and Cutting Understorey Vegetation

- 5.31 Trees for thinning will be cut to a level stump length of 150 mm for treatment with stump killer. Thinning work will be undertaken to progressively remove the trees worst affected by ash dieback and create space to establishment of replacement species. Due to the value of ash as a species within the wider ecosystem, management will aim to manage the effects of ash dieback disease and retain the species where possible, rather than complete removal of the affected trees, where it is safe to do so.

- 5.32 A minimum of 50% of the stump surface will be scored over and treated to stop re-growth. Future growth of stumps will be monitored, and additional cuts and applications of stump killer will be made (or an appropriate herbicide application such as eco plugs) over the following two or three years as required.
- 5.33 Thinning and cutting understorey vegetation will be undertaken on an annual cyclical programme (5 - 10-year cycle) and will be carried out outside of bird nesting season (March to August inclusive). If works are required to any trees with bat roosting potential, advice must be sought from a licensed bat ecologist prior to any works commencing.

Proposed Woodland Enhancement Mix - Whip Planting

- 5.34 The understorey of existing woodland compartments will be planted with new whips to increase the provision and species diversity. Planting will be at a density of 2m x 2m in rows and protected from poaching by tree shelters. Table 3 provides a list of tree species for understorey planting.

Table 3: Native Tree Species for New Woodland Planting

Whip	
Latin Name	Common Name
<i>Betula pendula</i>	Silver birch
<i>Corylus avellana</i>	Common hazel
<i>Crataegus monogyna</i>	Common hawthorn
<i>Ilex aquifolium</i>	Holly
<i>Malus sylvestris</i>	European crab apple
<i>Pinus sylvestris</i>	Scots pine
<i>Quercus petraea</i>	Sessile oak
<i>Quercus robur</i>	English oak
<i>Sorbus aucuparia</i>	Rowan

Maintenance Operations

Coppicing

- 5.35 Trees for coppicing will be cut back to 50mm above ground level. Where several stems are coppiced on one plant, cut faces are to slope away from the centre. Care will be taken to ensure that coppicing, thinning and pruning operations do not cause damage to desirable plants, or rutting of the ground in wet conditions.

- 5.36 Wood under 250 mm diameter collected from maintenance works will, wherever possible, be chipped and used sustainably on site.
- 5.37 Wood greater than 250 mm diameter will be logged and used to create deadwood piles. Care will be taken to ensure that thinning/pruning operations do not cause damage to desirable plants or rutting of the ground in wet conditions.
- 5.38 Coppicing will be undertaken on a cyclical programme (5 - 10-year cycle) and will be undertaken outside of bird nesting season (March to August inclusive). If works are required to any trees with bat roosting potential, advice must be sought from a licensed bat ecologist prior to any works commencing.

Deadwood Strategy

- 5.39 Deadwood is an important component of healthy woodland ecosystems. It provides niche habitats, particularly for invertebrates, as well as supporting a wide range of bird life, fungi and flora.
- 5.40 Deadwood should include a variety of aerial and terrestrial material, a range of sizes and species, and material at varied stages of decay.
- 5.41 The retention of standing and aerial deadwood habitats within areas of tree retention will be preserved where this does not present a safety risk.
- 5.42 Efforts should be made to preserve some degree of deadwood on the ground. This could be achieved via a combination of:
- Leaving fallen deadwood in-situ;
 - Designating no-forage areas of woodland; and
 - Designating no-forage wood piles.
- 5.43 Refer to the Tree and Woodland Management Plan (TEP ref: 10631.003 v3.0) for further details regarding retained tree and woodland management for the Site.

Proposed Woodland Enhancement Mix - Whip Planting Maintenance Operations

Weed Control

- 5.44 To reduce excessive competition, a weed free area will be maintained to a diameter of 0.5m around the base of the new trees to a depth of 50mm using a suitable medium-grade bark mulch.
- 5.45 Once trees have established successfully, the maintenance of a weed free base can be discontinued.
- 5.46 It may be acceptable to allow 'wild areas' to establish for the purpose of increased biodiversity value to invertebrates, including weeds and other dominant species such

as docks, thistles, nettles, ragwort and willowherb. However, these species should not be allowed to spread to other areas of the Site or neighbouring land.

Re-firming

- 5.47 Newly planted trees will require re-firming as required.

Stakes and Ties

- 5.48 All trees will be double staked and tied. Stakes and ties will be checked quarterly, and it is anticipated that they will need adjusting at least twice annually. Any broken or damaged stakes will be replaced and ties re-fixed at a slightly lower position, allowing for growth since planting.

- 5.49 Remove stakes as necessary, when the tree is suitably established, approximately in Year 5.

Formative Pruning

- 5.50 Young trees will require formative pruning until they are established (2-5 years after planting), to maintain a desirable shape and canopy cover as well as to maintain health and vigour. Pruning and thinning of trees will be in accordance with BS 7370-4:1993 Recommendations for Maintenance of Soft Landscape (Other Than Amenity Turf).

- 5.51 Once trees are established, crown pruning is desirable and any dead or severely damaged trees will be felled and replaced accordingly.

Replacement of Failed Planting

- 5.52 Failed planting will be removed and replaced with the same species between November and March for deciduous species and between September and April for evergreen species.

- 5.53 If there is a continuous failure of a certain species, this will be reviewed and, if appropriate, an alternative appropriate species will be planted instead.

Watering

- 5.54 Young single stem trees (whips) planted during the dormant season will need little or no watering. This will allow the tree to naturally acclimatise to the location and will encourage roots to spread down in search of water

- 5.55 Watering may be required during periods of drought in the first couple of years following planting. Water should be applied to the base of the tree and should not be more than 20 litres every other day, as required, between April and September.

Fertiliser

- 5.56 Apply slow-release multi-purpose plant food and soil improver in Autumn during the first 5 years after planting.
- 5.57 Any bark or other weed suppressant should be carefully removed/lifted and fertilizer applied direct to the top layer of soil at the manufacturers recommended rate.

Post Establishment Maintenance

- 5.58 Following the establishment period, review condition assessment criteria and consider what additional management intervention is needed to ensure tree planting achieves the target condition.

Invasive Non-Native Species Management

- 5.59 Himalayan balsam is scattered throughout the woodland and forms dense monocultures in places. INNS infestations on-site must be removed using an appropriate species-specific treatment methodology.
- 5.60 A detailed Invasive Weed Management Plan has been formed and should be implemented on-site accordingly. Detailed as the Invasive Weed Management Plan (Nightingale environmental Ltd ref: NIG/DN20277).
- 5.61 Long-term management will monitor the presence of INNS during monthly site inspections and will control and remove infestations as detailed in an appropriate INNS Management Plan.

Proposed Trees

Management Intentions

- 5.62 Proposed feature trees, native trees, ornamental trees, and orchard planting are proposed across the West and East Sites. Tree planting will provide increased connectivity to the wider environment and provide foraging and nesting opportunities for species on-site. A mixture of native and ornamental trees will be planted within POS areas and alongside streets to boost amenity value, and provide screening for the development.
- 5.63 Tree planting will be subject to additional maintenance during the establishment period (for the first 5 years) and thereafter managed to encourage healthy development.
- 5.64 Proposed trees (referred to as Urban Trees within the Biodiversity Metric 4.0 – Blackburn Road, Edenfield) located within the residential gardens will achieve poor condition, and trees planted along the western boundary, and pocket parks to the north and south of the West Site will reach moderate condition, as shown on the

Proposed Habitat Condition and Strategic Significance Drawing (TEP ref: G9429.019.1C – 3C), attached as Drawing 7. The proposed condition will be achieved by target dates of 10 and 27 years respectively.

Table 4: BNG Target Condition Criteria for Proposed Trees reaching Moderate Condition.

Individual Trees UKHab Community: Urban tree/Rural tree		Current Condition: N/A	Target Condition: Moderate	Time to Achieve Target Condition: 27 yrs
Condition Assessment Criteria		Proposed		Management Intentions
A	Tree is a native species (70% in block are native)	Fail		N/A
B	Tree canopy is predominantly continuous	Pass		Individual trees automatically pass this criterion.
C	Tree is mature (50% within block is mature)	Fail		N/A
D	Little or no evidence of adverse impact on tree health	Pass		Monthly site walkovers will be made during the 30-year management period to ensure any litter or debris is removed. Tree risk management and annual monitoring will assess tree health and will inform adaptive management for tree planting. Pruning regime can be implemented to retain at least 75% of tree canopy.
E	Natural ecological niches	Pass		Long-term management will review the habitat for development of niches for wildlife. Management operations will be adapted where required to ensure trees provide diverse range of habitat.

Individual Trees UKHab Community: Urban tree/Rural tree		Current Condition: N/A	Target Condition: Moderate	Time to Achieve Target Condition: 27 yrs
F	20% of tree canopy area is oversailing	Pass		The trees will be situated in an area where the canopy area is covering ground vegetation, and the development of vegetation should be assessed during monitoring. The canopy may need to be reduced if it exceeds 20% and impacts public health.

Table 5: BNG Target Condition Criteria for Proposed Trees reaching Poor Condition.

Individual Trees UKHab Community: Urban tree		Current Condition: N/A	Target Condition: Poor	Time to Achieve Target Condition: 10 yrs
Condition Assessment Criteria		Proposed		Management Intentions
A	Tree is a native species (70% in block are native)	Fail		N/A
B	Tree canopy is predominantly continuous	Pass		Individual trees automatically pass this criterion.
C	Tree is mature (50% within block is mature)	Fail		N/A

Individual Trees UKHab Community: Urban tree		Current Condition: N/A	Target Condition: Poor	Time to Achieve Target Condition: 10 yrs
D	Little or no evidence of adverse impact on tree health	Pass		Monthly site walkovers will be made during the 30-year management period to ensure any litter or debris is removed. Tree risk management and annual monitoring will assess tree health and will inform adaptive management for tree planting. Pruning regime can be implemented to retain at least 75% of tree canopy.
E	Natural ecological niches	Fail		N/A
F	20% of tree canopy area is oversailing	Fail		N/A

Maintenance Operation

Weed Control

- 5.65 To reduce excessive competition, a weed free area will be maintained to a diameter of 0.5m around the base of the trees. Medium-grade bark mulch will be replenished annually to a depth of 50mm.
- 5.66 Once trees have established successfully, the maintenance of a weed free base can be discontinued, approximately in Year 5.

Re-firming

- 5.67 Newly planted trees will require re-firming as required.

Stakes and Ties

- 5.68 Where trees are staked, the stakes and ties will be checked quarterly, and it is anticipated that they will need adjusting at least twice annually. Any broken or damaged stakes will be replaced and ties re-fixed at a slightly lower position, allowing for growth since planting.

- 5.69 Remove stakes as necessary, when the tree is suitably established, approximately in Year 5.

Formative Pruning

- 5.70 Young trees will require formative pruning until they are established (2-5 years after planting), to maintain a desirable shape as well as to maintain health and vigour. Pruning and thinning of trees will be in accordance with BS 7370-4:1993 Recommendations for Maintenance of Soft Landscape (Other Than Amenity Turf).
- 5.71 Once trees are established crown pruning is desirable and any dead or severely damaged trees will be felled and replaced accordingly.

Replacement of Failed Planting

- 5.72 Failed planting will be removed and replaced with the same species between November and March for deciduous species and between September and April for evergreen species.
- 5.73 If there is a continuous failure of a certain species, this will be reviewed and, if appropriate, an alternate appropriate species will be planted instead.

Watering

- 5.74 Watering may be required during periods of drought in the first couple of years following planting. Water should be applied to the base of the tree and should not be more than 20 litres every other day, as required, between April and September.

Fertiliser

- 5.75 Apply slow-release multi-purpose plant food and soil improver in Autumn during the first 5 years after planting.
- 5.76 Any bark or other weed suppressant should be carefully removed/lifted and fertilizer applied direct to the top layer of soil at the manufactures recommended rate.

Post Establishment Maintenance

- 5.77 Following the establishment period, review condition assessment criteria and consider what additional management intervention is needed to ensure tree planting achieves the target condition.

Proposed Native Hedgerow Planting

Management Intentions

- 5.78 Native hedgerow planting is proposed across the West and East Sites, to provide additional screening for residential units. Hedgerow planting will border the play area on the East Site and provide a safe barrier between the proposed car park and amenity space. The planting mix will include holly, common hawthorn, and blackthorn, which will provide suitable habitat for bird species, and increase ecological connectivity across the Site.
- 5.79 The condition of the proposed native hedgerow planting (referred to as Native Hedgerow within the Biodiversity Metric 4.0 – Blackburn Road, Edenfield) is moderate, which will be achieved by the target date of 5 years.

Table 6: BNG Target Condition Criteria for Proposed Native Hedgerow Planting (Native Hedgerow)

Hedgerows UKHab Community: Native hedgerow		Current Condition: N/A	Target Condition: Moderate	Time to Achieve Target Condition: 5 years
Condition Assessment Criteria		Proposed		Management Intentions
A1	Height (>1.5 average along length)	Pass		Maintain hedgerows at a height of >1.5m average along their length.
A2	Width (>1.5 average along length)	Pass		Maintain a closed canopy along minimum of >90% of the hedgerow length.
B1	Gap (Between ground and base of canopy <0.5m for >90% of length)	Pass		Prevent gaps developing along the base of the hedgerow and overseed with a native hedgerow mix.
B2	Gaps make up <10% of total length; and no canopy gaps >5m	Fail		N/A

Hedgerows UKHab Community: Native hedgerow		Current Condition: N/A	Target Condition: Moderate	Time to Achieve Target Condition: 5 years
C1	Undisturbed ground and perennial vegetation		Fail	N/A
C1	Nutrient- enriched perennial vegetation		Fail	N/A
D1	Invasive and neophyte species		Pass	Himalayan balsam has previously been identified on-site. Management will focus on removing all INNS and monitoring for future infestations.
D2	Current damage (>90% free of damage)		Pass	Create and maintain buffer strips along the length of the hedgerows and their associated flora.

Capital Works

Weed Control

- 5.80 To reduce excessive competition, a weed free area will be retained around hedgerow plants to a diameter of 0.5m around the base. The planted area is to be spread to a 50mm depth of approved medium-grade bark mulch, which will be replenished annually.

Formative Pruning

- 5.81 Formative 'facing up' the hedgerow will establish dense branch growth annually in September.

Fencing and Guards

- 5.82 Where planting is protected by protective fencing or spiral guards these will be checked quarterly. Any broken or damaged fencing or spiral guards will be replaced.
- 5.83 Remove fencing or spiral guards as necessary, when the planting is suitably established, approximately in Year 5.

Re-firming

- 5.84 Newly planted hedgerow plants will require re-firming as required.

Replacement of Failed Planting

- 5.85 Failed planting will be removed and replaced with the same species between November and March for deciduous species and between September and April for evergreen species.
- 5.86 If there is a continuous failure of a certain species, this will be reviewed and, if appropriate, an alternative appropriate species will be planted instead.

Maintenance Operations

Hedgerow Cutting

- 5.87 The first cut to newly planted hedgerows is recommended within year 3 (dependant on growth) and will consist of 'facing up' either side and top of the hedgerow. All hedge cuts must be undertaken using appropriate hand or power tools. Mechanical methods of management, where appropriate, will be used in favour of machinery.
- 5.88 Following establishment (approximately Year 5), hedgerows will be cut in an 'A' shape to maintain a wide base for bird nesting and roosting. Hedgerow cutting will be done on a rotational basis with one third cut every three years to retain foraging and sheltering opportunities. If possible, a 1m grass strip of species rich tussock grass will be left uncut next to the hedgerow to increase habitat potential and connectivity. The grass strip is to be cut simultaneously with the hedge cutting regime. Arisings will be collected and removed from the Site.
- 5.89 Any hedgerow management will be carried out outside of the bird nesting season (between March and August inclusive). Should any works be required within the bird nesting season an assessment will be undertaken by a suitably qualified ecologist before any works commence.
- 5.90 Additional hedgerow cutting may be required from a health and safety perspective should there be a good growing season.

INNS Monitoring

- 5.91 Monthly site inspections will monitor for future INNS infestations and implement appropriate management interventions if identified.

Proposed Scrub Mix

Management Intentions

- 5.92 An area of scrub will be created along the western boundary of the West Site, adjacent to the A56, which will include hazel, common hawthorn, holly and dog-rose. Scrub provides suitable terrestrial habitat for bird species and provides green infrastructure links to the wider Site. Native species have been selected to reflect the local landscape character.
- 5.93 Scrub mix will feature upon a proposed acoustic bund that is to be constructed to the east of the A56 corridor to ensure suitable noise levels can be maintained within residential gardens and amenity spaces.
- 5.94 The condition of the proposed scrub mix (referred to as Mixed Scrub within the Biodiversity Metric 4.0 – Blackburn Road, Edenfield) is moderate, which will be achieved by the target date of 5 years.

Table 7: BNG Target Condition Criteria for Native Scrub

Scrub UKHab Community: Mixed scrub		Current Condition: N/A	Target Condition: Moderate	Time to Achieve Target Condition: 5 years
Condition Assessment Criteria		Proposed		Management Intentions
A	Scrub is good representation of habitat type	Pass		Maintain appropriate species diversity so that mixed scrub is representative of UKHab description (No one species comprising 75% of the cover).
B	Seedlings, saplings, young shrubs and mature shrubs are all present	Fail		N/A
C	Absence of Invasive Non-native Species	Fail		Monthly site inspections will monitor for future INNS infestations, with appropriate species-specific treatment methodologies implemented if necessary.

Scrub UKHab Community: Mixed scrub		Current Condition: N/A	Target Condition: Moderate	Time to Achieve Target Condition: 5 years
D	The scrub has a well-developed edge with scattered scrub	Pass		Cyclical cutting of the scrub area will ensure a well-developed edge is maintained.
E	There are clearings, glades and rides	Fail		N/A

Maintenance Operations

Assessment of Scrub Encroachment

- 5.95 Scrub planting provides an array of habitat opportunities and as such it may be appropriate to allow weed species to develop within the scrub. Weeds provide a vital source of food for pollinators and intern foraging opportunities for birds and mammals.
- 5.96 An annual visual inspection in September will determine whether weeds are becoming too dominant, or scrub is encroaching onto neighbouring grassland.

Reduction of Scrub

- 5.97 Where reduction of coverage is required, scrub growth will be controlled along its advancing face using brush cutters, arisings will be chipped and used sustainably on site for mulching. If required dominant weed species will be hand pulled.
- 5.98 Scrub cutting will be scheduled at a time when there is no risk of disturbing breeding or nesting birds or mammals and to enable berry-bearing scrub species to fruit for the benefit of foraging wildlife (e.g. between December and early February).
- 5.99 In the long term, consideration will be given to active management, e.g. cyclical cutting of 5% annually to create greater structural diversity.
- 5.100 Monitor glades within scrub habitat and cut back scrub as required to maintain habitat gradation and a well-developed edge.

INNS Monitoring

- 5.101 Monthly site inspections will monitor for future INNS infestations, and implement appropriate management interventions if identified.

Proposed Planting Beds

Management Intentions

- 5.102 Ornamental shrub and herbaceous perennial planting will be scattered across the West and East Sites, which will include native species and sensory plants to provide an attractive environment that complements the wider moorland landscape. It will also provide benefits to invertebrates and bird species.
- 5.103 Management of ornamental planting will focus on maintaining a neat and tidy appearance, which will also encourage plant growth through appropriate horticultural techniques.
- 5.104 It may be acceptable to allow 'wild areas' to establish for the purpose of increased biodiversity value to invertebrates, including weeds and other dominant species such as docks, thistles, nettles, ragwort and willowherb. However, these species should not be allowed to spread to other areas of the Site or neighbouring land.
- 5.105 There is no target condition specified for the proposed planting beds (referred to as Introduced Shrub within the Biodiversity Metric 4.0 – Blackburn Road, Edenfield).

Maintenance Operations

Mulching

- 5.106 An approved medium-grade bark mulch will be maintained around the base of all young plants to suppress weed growth and will be maintained to a depth of 50mm.
- 5.107 Weed control will be undertaken annually between April and September and where feasible should be undertaken by hand pulling and should remove all noxious weeds such as docks, thistles, nettles, ragwort and willowherb.
- 5.108 In certain instances, herbicide maybe the most effective measure to remove unwanted species. Where herbicide application is needed this should be in small, controlled areas and should only target the undesirable species. Shields should be used as appropriate to prevent drift into sensitive areas. Herbicides should comply with the Control of Pesticides Regulations as amended (1997) and be on the current list of approved products.

Replacement of Failed Planting

- 5.109 Failed planting will be removed and replaced with the same species in the first five years following implementation. If there is a continuous failure of a certain species, this will be reviewed and, if appropriate, an alternative appropriate species will be planted instead.

Shrubs

Pruning

- 5.110 Pruning will be undertaken to clear deadwood, promote healthy growth and produce desired growth of flowers, fruit, foliage or winter colour as appropriate. Pruning will also include for clearing out crossing and damaged branches.
- 5.111 Branches to be removed should be taken back to an outward facing node and cut cleanly approximately one inch above on a diagonal angle. Pruning will be undertaken carefully by manual means with appropriate hand tools such as secateurs or loppers; which should be regularly sharpened and cleaned after use to prevent the potential spread of disease.
- 5.112 Where pruning is limited to the extent of the current year's growth, work can be carried out at any time of year. If the pruning will be extensive then the works should be undertaken outside of bird nesting season.

Herbaceous Plants

Pruning

- 5.113 Selective maintenance will be undertaken in September to promote healthy growth and produce desired growth of flowers and foliage by retaining new growth and focusing on the removal of vegetation showing signs of decay or fungal growth. Some plants which produce attractive seedheads or stems such as echinacea, sedum and verberna will be trimmed back in March to allow winter interest and habitat for invertebrates.

Deadheading

- 5.114 Herbaceous plants should be deadheaded throughout the growing season to maintain aesthetic value and to encourage the production of new flowers, extending the flowering season. Early-flowering perennials such as geraniums can be cut to near ground level after flowering to encourage late summer flowering. These will then be cut back again in between September and November or March and May.

Vegetation Removal

- 5.115 Dead, broken, damaged, diseased stems will be removed throughout the year. Maintenance must be undertaken carefully by manual means with appropriate hand tools such as shears or secateurs; which should be regularly sharpened and cleaned after use to prevent the potential spread of disease.

Soil aeration

- 5.116 Bare soil will be hand cultivated with appropriate tools by aerating and turning the soil to remove compacted areas and breaking the surface crust and removing weed growth. Care will be taken not to damage plants and their root structures.

Fertiliser

- 5.117 A suitable all-purpose organic soil fertiliser (NPK 5-5-5) will be turned into the soil in autumn to maintain appropriate growing medium for the plants throughout the following growing season.

Proposed Amenity Grass (to be seeded)

Management Intentions

- 5.118 Parcels of amenity grass will be created across the West Site, primarily to the west of the proposed acoustic bund along the western boundary and surrounding the natural play area to the south of the West Site. Amenity grass will also border the proposed footpath and play area within the East Site, to promote safe usage of the Site.
- 5.119 Open areas of grassland will be managed as required to maintain a tidy appearance as well as facilitating safe public usage.
- 5.120 The condition of the proposed amenity grass (referred to as Modified Grassland within the Biodiversity Metric 4.0 – Blackburn Road, Edenfield) is moderate, which will be achieved by the target date of 4 years.

Table 8: BNG Target Condition Criteria for Proposed Amenity Grass (Modified Grassland)

Grassland Low UKHab Community: Modified grassland		Current Condition: N/A	Target Condition: Moderate	Time to Achieve Target Condition: 4 years
Condition Assessment Criteria		Proposed		Management Intentions
A	The grassland is a good representation of the habitat type it has been identified as, based on its UKHab description.	Pass		Amenity grassland will be reviewed during ongoing monitoring to ensure that it continues to represent the characteristics of modified grassland habitat as defined by UKHab.

Grassland Low UKHab Community: Modified grassland		Current Condition: N/A	Target Condition: Moderate	Time to Achieve Target Condition: 4 years
B	Sward height is varied (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.	Fail		N/A
C	Some scattered scrub (including bramble) may be present, but scrub accounts for less than 20% of total grassland area.	Pass		Scrub encroachment will be monitored during monthly site inspections; reduction of scrub will be undertaken if coverage exceeds 20% of the grassland area.
D	Physical damage is evident in less than 5% of total grassland area.	Pass		Monthly site inspections will ensure that grass appears healthy with no signs of damage. Weed removal will be undertaken to prevent out competition of desirable species.
E	Cover of bare ground is between 1% and 10%, including localised areas.	Fail		N/A
F	Cover of bracken is less than 20%.	Fail		No bracken is on-site; however, where identified during long-term monitoring, bracken will be managed accordingly.

Grassland Low UKHab Community: Modified grassland		Current Condition: N/A	Target Condition: Moderate	Time to Achieve Target Condition: 4 years
G	Absence of Invasive Non- Native Species.	Pass		Monthly site inspections will include monitoring for INNS infestations in the future and will be treated accordingly.

Maintenance Operations

Grass Cutting

- 5.121 The grass will be kept as medium 'walk on' length of 35-50 mm. Arisings will be removed and disposed of appropriately.

Cultivating and Re-seeding

- 5.122 Any bare ground will be cultivated and re-seeded as required to successfully establish sward. This will be carried out twice annually between August and October.

Weed Control

- 5.123 Weed control will be undertaken annually between April and September and where feasible should be undertaken by hand pulling and should remove all noxious weeds such as docks, thistles, nettles, ragwort and willowherb.
- 5.124 In certain instances, herbicide maybe the most effective measure to remove unwanted species. Where herbicide application is needed this should be in small, controlled areas and should only target the undesirable species. Shields should be used as appropriate to prevent drift into sensitive areas. Herbicides should comply with the Control of Pesticides Regulations as amended (1997) and be on the current list of approved products.

INNS Monitoring

- 5.125 Monthly site inspections will monitor for future INNS infestations and implement appropriate management interventions if identified.

Proposed Meadow Mixture

Management Intentions

- 5.126 Proposed meadow grassland will comprise a large area of the open space on the East Site, and along the western and northern boundary of the West Site. The grassland will be seeded with Emorsgate EM5 Meadow Mixture for Loamy Soils,

which contains wildflowers including common knapweed, meadow buttercup, cowslip, and grasses such as crested dogstail and red fescue.

- 5.127 Areas of wildflower meadow are proposed to introduce ecological diversity and valuable wildlife habitats. The timing and frequency of grass cuts will be determined by management procedures required to maximise conservation benefits of desirable flora species and maintaining grassland habitats.
- 5.128 The condition of the proposed meadow grassland (referred to as Other Neutral Grassland within the Biodiversity Metric 4.0 – Blackburn Road, Edenfield) is moderate, which will be achieved by the target date of 5 years.

Table 9: BNG Target Condition Criteria for Proposed Meadow Mixture (Other Neutral Grassland)

Grassland Med High and V.High UKHab Community:		Current Condition: N/A	Target Condition: Moderate	Time to Achieve Target Condition: 5 Years
Condition Assessment Criteria		Proposed	Management Intentions	
A	The grassland is a good representation of the habitat type it has been identified as, based on its UKHab description.	Pass	Long-term monitoring will review the establishment of floral species. Continuous failure will require the seeding mix to be reviewed and amended as appropriate to ensure establishment.	
B	Sward height is varied (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.	Fail	N/A	
C	Cover of bare ground is between 1% and 5%, including localised areas.	Pass	Where bare ground is more than 1- 5%, cultivating and overseeding will be required to establish grass areas. Species mix will be reviewed if the seed mix shows continual failure.	

Grassland Med High and V.High UKHab Community:		Current Condition: N/A	Target Condition: Moderate	Time to Achieve Target Condition: 5 Years
D	Cover of bracken is less than 20% and scrub is less than 5%	Pass	No bracken is on-site; however, where identified during long-term monitoring, bracken will be managed accordingly.	
E	Combined cover of species is less than 20% and cover of scrub is less than 5%	Pass	Scrub encroachment will be monitored during monthly site inspections; reduction of scrub will be undertaken if coverage exceeds 5% of the grassland area.	
F	There are 10 or more vascular plant species per m ² present, including forbs that are characteristic of the habitat type.	Fail	N/A	

Capital Works to Grassland Areas

- 5.129 Capital works will be required to assist in developing the floristic diversity of the grassland areas.
- 5.130 The fields will be topped in spring to a height of 7cm with all arisings removed.
- 5.131 During the summer weed control will be undertaken across all habitat parcels and will remove all unwanted perennial weeds including docks and other injurious weeds. Where possible, weeds will be dug out and removed from site.
- 5.132 A hay cut will be undertaken in late summer with arisings collected and removed from Site, which will reduce nitrogen re-entering the soil from the cut sward. Following the hay cut if weather conditions are favourable for grass, it may be necessary to complete another cut in September/October, flailing the vegetation as low as possible with arisings collected and removed. Following the cut and collect, the grassland areas will be harrowed and scarified to break up the thatch and create areas of bare soil, providing the opportunity for herbs and forbs to develop within the perennial grasses.

Overseeding

- 5.133 After harrowing in autumn, the area will be overseeded with a wildflower mix immediately. The wildflower mix will consist of 100% wildflower and will include yellow rattle at a minimum of 5% of the total percentage.

Maintenance Operations

Grass Cutting

- 5.134 Carry out the first cut to a height of 70-100mm between September and October. Arisings will be collected and removed off-site.
- 5.135 The wildflower sward will be cut to a height of no less than 150mm every 6-8 weeks between April and September in the first year. Arisings will be collected and removed off-site.
- 5.136 From year two onwards, the grass will be cut annually once seed heads have dropped in late September. Two thirds of the grass will be cut in a semi-random rotational pattern (working outwards or from one side to the other). Within this area, the cut height will vary in random patches/swathes between 300mm and a minimum 150mm.
- 5.137 Arisings will be left in situ for 24 hours to allow flower seed to disperse. The arisings will then be raked and removed from the Site to prevent nutrient enrichment and to retain the desired species composition.
- 5.138 Grass cutting will be avoided between mid-March and August (inclusive) to prevent risk of disturbance and destruction to nesting birds.

Cultivating and Re-seeding

- 5.139 Any bare ground will be cultivated and re-seeded as required to successfully establish sward. This will be carried out twice annually between August and October.

Weed Control

- 5.140 Weed control will be undertaken annually between April and September and where feasible should be undertaken by hand pulling and should remove all noxious weeds such as docks, thistles, nettles, ragwort and willowherb.
- 5.141 In certain instances, herbicide maybe the most effective measure to remove unwanted species. Where herbicide application is needed this should be in small, controlled areas and should only target the undesirable species. Shields should be used as appropriate to prevent drift into sensitive areas. Herbicides should comply with the Control of Pesticides Regulations as amended (1997) and be on the current list of approved products.

Fertiliser Use

- 5.142 Fertiliser is not to be applied to any of the wildflower areas to conserve the development of a diverse sward.

Reduction of Scrub

- 5.143 An annual visual inspection in September will determine whether scrub is encroaching onto neighbouring grassland.
- 5.144 Where reduction of coverage is required, scrub growth will be controlled along its advancing face using brush cutters, arisings will be chipped and used sustainably on site for mulching. If required dominant weed species will be hand pulled.
- 5.145 Scrub cutting will be scheduled at a time when there is no risk of disturbing breeding or nesting birds or mammals and to enable berry-bearing scrub species to fruit for the benefit of foraging wildlife (e.g. between December and early February).
- 5.146 In the long term, consideration will be given to active management, e.g. cyclical cutting of 5% annually to create greater structural diversity.

INNS Monitoring

- 5.147 Monthly site inspections will monitor for future INNS infestations and implement appropriate management interventions if identified.

Proposed Rain Garden

Management Intention

- 5.148 Rain gardens are proposed across the West Site, within areas of open space, and along the northern border of the East Site. Rain gardens are SuDS features designed to temporarily fill during times of high rainfall or flooding but have the added benefit of providing habitats for amphibians and other invertebrates. The rain garden will be planted with rain garden mix which will conduct and retain water, permit infiltration, and filter particulate matter, which will reducing pollutants reaching waterways.
- 5.149 The rain garden mix will include a mix of ornamental grasses and perennial plants such as bugleherb, grey sedge, silvergrass, and ferns. There is no condition assessment required for rain gardens.

Maintenance Operations

Inspections and Remedial Measures

- 5.150 A visual inspection of the rain gardens will be carried out as part of the monthly site inspection. This will include an inspection for presence of INNS, and presence of rubbish and debris.
- 5.151 In the event invasive or harmful species are identified, a treatment plan will be drawn up; spot treatment or pulling by hand will be the preferred method. Any other remedial actions will be implemented accordingly.

Weed Removal

- 5.152 Weed control will be undertaken annually between April and September and where feasible should be undertaken by hand pulling and should remove all noxious weeds such as docks, thistles, nettles, ragwort and willowherb.
- 5.153 In certain instances, herbicide maybe the most effective measure to remove unwanted species. Where herbicide application is needed this should be in small, controlled areas and should only target the undesirable species. Shields should be used as appropriate to prevent drift into sensitive areas. Herbicides should comply with the Control of Pesticides Regulations as amended (1997) and be on the current list of approved products.

Replacement of Failed Planting

- 5.154 Failed planting will be removed and replaced with the same species in the first five years following implementation. If there is a continuous failure of a certain species, this will be reviewed and, if appropriate, an alternative appropriate species will be planted instead.

Ornamental Grasses

Pruning

- 5.155 Deciduous grasses will be cut back to ground level with arisings removed and disposed of appropriately. This will be done annually in February. Miscanthus will be cut back annually between mid-March and April.
- 5.156 On small evergreen species, the brown tips and dead leaves around the base will be removed. Larger evergreen species will be given a hard annual prune without damaging new growth. Pruning will be undertaken annually between March and April.
- 5.157 Leaf blades can be thick so goggles and thick gloves will be worn during pruning.

Herbaceous Perennials

Pruning

- 5.158 Selective maintenance will be undertaken in September to promote healthy growth and produce desired growth of flowers and foliage by retaining new growth and focusing on the removal of vegetation showing signs of decay or fungal growth. Some plants which produce attractive seedheads or stems such as echinacea, sedum and verberna will be trimmed back in March to allow winter interest and habitat for invertebrates.

Deadheading

- 5.159 Herbaceous plants should be deadheaded throughout the growing season to maintain aesthetic value and to encourage the production of new flowers, extending the flowering season. Early-flowering perennials such as geraniums can be cut to near ground level after flowering to encourage late summer flowering. These will then be cut back again in between September and November or March and May.

Vegetation Removal

- 5.160 Dead, broken, damaged, diseased stems will be removed throughout the year. Maintenance must be undertaken carefully by manual means with appropriate hand tools such as shears or secateurs; which should be regularly sharpened and cleaned after use to prevent the potential spread of disease.

Soil aeration

- 5.161 Bare soil will be hand cultivated with appropriate tools by aerating and turning the soil to remove compacted areas and breaking the surface crust and removing weed growth. Care will be taken not to damage plants and their root structures.

Fertiliser

- 5.162 A suitable all-purpose organic soil fertiliser (NPK 5-5-5) will be turned into the soil in autumn to maintain appropriate growing medium for the plants throughout the following growing season.

Landscape Features Associated with Site Wide Management

- 5.163 Landscape features associated with site wide management detail features that are to be implemented or retained as part of the proposed development. These features are not included within the BNG metric calculations and do not contribute to the Site's overall BNG. However, these features do contribute to the aesthetic and amenity value of the Site and should undergo management operations and monitoring as detailed in the HMMP.

Play Areas

Management Intention

- 5.164 The East Site includes a central play area, incorporating timber natural play features (see Play Area – Amenity Site (LUC ref: 12334_LD_PLN_003 P02) for further detail). The Hill Fort play space also features within the East Site, and comprises standing stones, slide boulders, and wooden steps. Other informal natural play provision is present across both West and East Sites, to provide recreational opportunities for a range of age groups. It is essential that play areas are kept clean and safe for their intended use.

Maintenance Operations

Routine Play Area Inspection and Remedial Measures

- 5.165 A routine inspection of the play area equipment and the surrounding railings and gate will be carried out twice weekly to identify any signs of vandalism and general damage/ wear of equipment and minor repairs carried out promptly. Any item considered unsafe must be removed or made safe and replaced as soon as possible.
- 5.166 The use of materials for repairs and replacements will conform to the original design specification for external works.

Detailed Operational Inspection

- 5.167 A detailed operational inspection will be undertaken every two months to check the operation and stability of the equipment, and any signs of wear.
- 5.168 The use of materials for repairs and replacements will conform to the original design specification for external works.

Health and Safety Inspection

- 5.169 Prior to the play area opened to use a post installation safety inspection completed by a suitably qualified inspector approved by the register of play inspectors international (RPII), this inspection will set the frequency of health and safety inspections required.
- 5.170 Natural play i.e. play logs and boulders, do not require formal RPII inspections and the natural play areas will be inspected along with other open space.

Play Area Surfacing

- 5.171 The play areas' surfacing will be repaired as required and replaced at a frequency recommended by the manufacturer's guidelines. The use of materials for repairs and replacements will conform to the original design specification for external works.

Play Bark Surfacing

- 5.172 The play bark surfacing will be inspected during the monthly site inspection and will be replenished annually. The use of materials for replenishment will conform to the original design specification for external works.

Re-painting Railings and Gates

- 5.173 Railings will be re-painted to retain a tidy appearance as required, approximately every five years.

Footpaths and Cycle Paths

Management Intention

- 5.174 Footpaths are proposed through open space areas in both the West and East Sites to ensure safe public access to the Site. Maintenance will focus on clearing any obstacles to the use of footpaths and ensure they are free of slip and trip hazards.
- 5.175 Tarmac road and footpath, gravel footpath, combination pedestrian/cyclist route

Maintenance Operations

Inspections and Remedial Measures

- 5.176 Footpaths and cycle paths will be inspected during the monthly site inspection and will be kept safe and usable and cleared of overhanging vegetation and broken branches. Any item considered unsafe must be removed or made safe and replaced as soon as possible.
- 5.177 Repairs will be carried out as required, the surfacing will be replaced in line with the manufacturer's recommendations. The use of materials for repairs and replacements will conform to the original design specification for external works.

Cleaning

- 5.178 Footpaths will be cleaned using soapy water (acid free) and a stiff brush to remove detritus and prevent moss build-up.

Encroaching Vegetation

- 5.179 Encroaching vegetation will be managed manually using an appropriate edging tool.

Shared Surface and Tarmac Roads

Management Intention

- 5.180 Shared surface roads and tarmac roads will be created within the West Site, alongside areas for parking provision. A car drop off area will be created on the East Site. Surfacing materials used for roads, footpaths, and the car park will be safe, clean and useable. Maintenance will focus on clearing any slip and trip hazards.

Maintenance Operations

Inspections and Remedial Measures

- 5.181 Hard surfaces will be inspected during the monthly site inspection. Any potential slip or trip hazards will be made safe as soon as possible.
- 5.182 Repairs will be carried out as required, the surfacing will be replaced in line with the manufacturer's recommendations.

Cleaning

- 5.183 Hard surfaces will be cleaned annually using soapy water (acid-free) with a stiff brush which will disturb any emerging weeds and remove detritus from the paving surface.

Encroaching Vegetation

- 5.184 Encroaching vegetation will be managed manually using an appropriate edging tool.

Timber Post and Rail Fence

Management Intention

- 5.185 A timber post and rail fence will be installed to the west of the play area within the East Site to screen activity in the play area and provide a safe barrier between the amenity space and car park area.
- 5.186 The fencing will be maintained for their functionality and aesthetic value. Routine inspections will ensure that any damaged fencing is repaired or replaced as quickly as possible to prevent a risk to health and safety.

Maintenance Operations

Inspections and Remedial Measures

- 5.187 Fencing will be inspected during the monthly site inspection.

- 5.188 Any fencing considered unsafe will be removed or made safe and/or replaced as soon as possible. The use of materials for repairs and replacements will conform to the original design specification for external works.
- 5.189 Graffiti removal will be carried out as required.

Dry-Stone Walls

Management Intention

- 5.190 An existing dry-stone wall located within the East Site will be retained and reconstructed next to Burnley Road. It is being rebuilt to reflect the height of adjacent housing, to provide screening for the development. Another length of dry-stone wall will be reconstructed to define the gateway pocket park at the Blackburn Road entrance located in the north-east corner of the West Site.
- 5.191 Dry-stone walls will be maintained for their functionality and aesthetic value. Routine inspections will ensure that any damaged walls are repaired or replaced as quickly as possible to prevent a risk to health and safety.

Maintenance Operations

Inspections and Remedial Measures

- 5.192 Dry-stone walls will be inspected during the monthly site inspection.
- 5.193 Any walls considered unsafe will be removed or made safe and/or replaced as soon as possible. The use of materials for repairs and replacements will conform to the original design specification for external works.
- 5.194 Graffiti removal will be carried out as required.

Benches and Seating

Management Intention

- 5.195 There are various seating opportunities across the Site. In the West Site, seating areas are proposed within the woodland clearing to the south, allowing for resting points among the play area. Boulders located within the pocket park to the north provide informal seating opportunities.
- 5.196 Amphitheatre seating will be installed on the East site adjacent to the proposed play area to create a space for communities to gather. There will also be additional timber seating overlooking the play features.
- 5.197 Seating on the Site will be maintained to a safe, clean and functional condition.

Maintenance Operations

Inspections and Remedial Measures

- 5.198 Seating will be inspected during the monthly site inspection. Any seating considered unsafe will be removed or made safe and/or replaced as soon as possible. The use of materials for repairs and replacements will conform to the original design specification for external works.
- 5.199 Graffiti removal will be carried out as required.

6.0 Habitat Monitoring and Review Schedule

BNG Monitoring

- 6.1 British Standard 8683 2021 and BNG Good Practice Principles for Development, A Practical Guide¹⁰ include the requirement for a robust and detailed monitoring and review strategy to ensure that new and enhanced habitats associated with the BNG design are establishing as expected, and on-going management, and maintenance is being undertaken and that adjustments in management practices can be undertaken if required.
- 6.2 The BNG Good Practice Principles for Development, A Practical Guide requires the organisation responsible for management of the Site and delivering the BU's to 'communicate all net gain activities in a transparent and timely manner, sharing the learning with all stakeholders'. The monitoring report should include clear, timed and measurable objectives for BNG, a commitment to adaptive management (where this is required in response to monitoring) and a formal review process to review success against expectations.
- 6.3 To ensure the delivery of the predicted target conditions and the success of BNG the management organisation may need to employ an adaptive management strategy. If required, this will be evidenced based through ecological monitoring and any required practical steps will be devised by an appropriately qualified and competent person and agreed with the local authority as part of its ongoing monitoring of the habitats within the Site.

Responsibility

- 6.4 As part of practical completion and prior to handover to the agreed management organisation a full site walkover will be completed by the management company and/or a suitably qualified representative. The purpose of the site walk over will be to ensure all new and enhanced landscape and habitat features are implemented to the required standards and where required habitat enhancements have been completed or are underway.
- 6.5 The managing organisation will be responsible for undertaking the informal and formal reviews of this HMMP and updating management and maintenance operations to ensure the long-term success of the habitats and compliance with BNG commitments.
- 6.6 Monitoring reports will be submitted to the local authority at appropriate intervals to demonstrate the management organisations success in delivering the required BNG

¹⁰ [Biodiversity net gain. Good practice principles for development. A practical guide \(cieem.net\)](https://www.cieem.net/biodiversity-net-gain-good-practice-principles-for-development-a-practical-guide)

or if habitats are not achieving the predicted target conditions, reasoning as to why and details of appropriate management actions required to amend management and maintenance operations.

Habitats

- 6.7 Habitats which contribute to BNG on site will require monitoring by a suitably qualified and competent person at the required intervals derived from the UK Habitat Condition Assessment Criteria in accordance with the UK Habitat Definitions.
- 6.8 Monitoring will be conducted via a walkover survey and/or ecological assessment for each habitat type at the frequency as detailed in the BNG monitoring program included in the table below and detailed in Appendix C.
- 6.9 Adaptive management may be required if habitats are not on track to achieve target condition. Routine monitoring will review key measures to ensure habitats are on track and note trigger points where intervention may be considered necessary.
- 6.10 The table below provides an overview of the post development habitats and the associated BUs they provide through either retained, enhanced or created habitats. The table also includes the anticipated timeframe when the target condition will be achieved. Further information on monitoring schedules is include in Appendix C.

Table 10: Key Measures for Monitoring Habitat Features: Existing Trees/Woodland (Other Woodland; Mixed)

Baseline Habitat Condition	Target Habitat Condition	Monitoring Interval	Anticipated timeframe to achieve BNG
Existing Trees/Woodland (Other Woodland; Mixed) - Poor	Existing Trees/Woodland (Other woodland; mixed) - Moderate	1, 3, 5, 10, 15, 20, 25, 30	10 Years
Key Measures • Undertake cyclical thinning and coppicing works to enhance woodland structure and regeneration; • Monitor trees infected with Ash dieback disease and remove where required; • Review the development of woodland understorey whip planting to ensure species selected are establishing successfully; and • Remove existing INNS (Himalayan balsam) present within woodland and monitor for future INNS infestations during monthly site inspections.			

Baseline Habitat Condition	Target Habitat Condition	Monitoring Interval	Anticipated timeframe to achieve BNG
Trigger	Action	When	
Himalayan balsam scattered throughout the woodland.	Complete a full INNS Survey of the Site and record all INNS. Develop a suitable species-specific treatment methodology and management plan for removal of INNS.	INNS Survey to be completed between April and September when plants are identifiable.	
Trees infected by ash dieback disease.	Remove trees worst affected by ash dieback but retain and monitor where possible. Create deadwood piles from felled tree material to increase biodiversity value within woodland.	Avoid between mid-March and August (nesting bird season).	

Table 11: Key Measures for Monitoring Habitat Features: Proposed Trees (Urban Trees)

Baseline Habitat Condition	Target Habitat Condition	Monitoring Interval	Anticipated timeframe to achieve BNG
N/A	Proposed trees (urban trees) - Poor	1, 3, 5, 10, 15, 20, 25, 27, 30	10 Years
N/A	Proposed trees (urban trees) - Moderate	1, 3, 5, 10, 15, 20, 25, 27, 30	27 Years
Key Measures • Ensure the species selected are establishing successfully; • Ensure that trees show no signs of damage; • Prune as required to maintain form and canopy; • Replace failed planting; consider replacing with alternative species if failure rates of a particular species are high; and • Ensure that ground vegetation cover underneath tree canopy is healthy and maintained appropriately.			
Trigger	Action	When	
More than 20% of new planting is failing.	Replace failed plants with a suitable alternative species.	Planting should commence during the dormant season.	

Baseline Habitat Condition	Target Habitat Condition	Monitoring Interval	Anticipated timeframe to achieve BNG
Presence of INNS.	Complete a full INNS Survey of the Site and record all INNS. Develop a suitable species-specific treatment methodology and management plan for removal of INNS.		INNS Survey to be completed between April and September when plants are identifiable.
Evidence of animal browsing.	Monitor spiral guards and protective measures and replace as required to reduce damage.		As required - all year round.

Table 12: Key Measures for Monitoring Habitat Features: Proposed Native Hedgerow Planting (Native Hedgerow)

Baseline Habitat Condition	Target Habitat Condition	Monitoring Interval	Anticipated timeframe to achieve BNG
N/A	Native hedgerow: Moderate	1, 3, 5, 10, 15, 20, 25, 30	5 Years
Key Measures • Ensure planting is establishing successfully and filling out; • Replace failed planting; consider replacing with alternative species if failure rates of a particular species are high; • Maintain a minimum height and width of 1.5m, with the base of the hedge slightly wider (A-shape) to provide nesting opportunities for bird species; • Prevent gaps from developing along the base and length of the hedgerow; • Monitor browsing from rabbits or deer and replace spiral guards if required; and • Monitor for INNS infestations and manage using appropriate interventions where required.			
Trigger	Action	When	
More than 20% of new planting is failing.	Replace failed plants with a suitable alternative species.	Planting should commence during the dormant season.	

Baseline Habitat Condition	Target Habitat Condition	Monitoring Interval	Anticipated timeframe to achieve BNG
Evidence of animal browsing.	Monitor spiral guards and protective measures and replace as required to reduce damage.		As required - all year round.

Table 13: Key Measures for Monitoring Habitat Features: Proposed Scrub Mix (Mixed Scrub)

Baseline Habitat Condition	Target Habitat Condition	Monitoring Interval	Anticipated timeframe to achieve BNG
N/A	Mixed scrub: Moderate	1, 3, 5, 10, 15, 20, 25, 30	5 Years
Key Measures • Ensure the species selected are establishing successfully; • Replace failed planting; consider replacing with alternative species if failure rates of a particular species are high; • Monitor for areas of excessive scrub encroachment onto other land cover types and reduce where required; • Undertake cyclical cutting regime to establish an age range within the scrub and develop a scrub edge; • Monitor for INNS infestations and manage using appropriate interventions where required; and • Ensure habitat remains representative of a UKHab mixed scrub description.			
Trigger	Action	When	
Scrub is encroaching onto neighbouring habitat types.	Assess scrub encroachment and reduce where required to ensure it does not interfere with establishment and condition of other habitats.	Avoid between mid-March and August (nesting bird season).	

Table 14: Key Measures for Monitoring Habitat Features: Proposed Planting Beds (Introduced Shrub)

Baseline Habitat Condition	Target Habitat Condition	Monitoring Interval	Anticipated timeframe to achieve BNG
N/A	Introduced shrub: N/A	1, 3, 5, 10, 15, 20, 25, 30	1 Year

Baseline Habitat Condition	Target Habitat Condition	Monitoring Interval	Anticipated timeframe to achieve BNG
Key Measures • Ensure the species selected are establishing successfully; • Replace failed planting; consider replacing with alternative species if failure rates of a particular species are high; and • Undertake regular weeding, pruning, and deadheading to maintain a tidy appearance.			
Trigger	Action		When
More than 20% of new planting is failing.	Replace failed plants with a suitable alternative species.		Planting should commence during the dormant season.

Table 15: Key Measures for Monitoring Habitat Features: Proposed Amenity Grassland (Modified Grassland)

Baseline Habitat Condition	Target Habitat Condition	Monitoring Interval	Anticipated timeframe to achieve BNG
N/A	Modified grassland: Moderate	1, 2, 4, 5, 10, 15, 20, 25, 30	4 Years
Key Measures • Ensure grass is establishing successfully; • Ensure management and grass cutting (cut to 35-50mm) operations are being undertaken regularly as detailed in Chapter 5.0; • Carry out reseedling as required to establish sward, maintain species composition, and reduce bare ground coverage; • Monitor sward heights, distribution of species diversity, and prevalence of weeds or INNS.			
Trigger	Action		When
Bare ground coverage is high.	Reseed as required to re-establish sward and ensure there is less than 10% coverage of bare ground.		Between August and October.

Baseline Habitat Condition	Target Habitat Condition	Monitoring Interval	Anticipated timeframe to achieve BNG
Presence of INNS.	Complete a full INNS Survey of the Site and record all INNS. Develop a suitable species-specific treatment methodology and management plan for removal of INNS.		INNS Survey to be completed between April and September when plants are identifiable.

Table 16: Key Measures for Monitoring Habitat Features: Proposed Meadow Mixture (Other Neutral Grassland)

Baseline Habitat Condition	Target Habitat Condition	Monitoring Interval	Anticipated timeframe to achieve BNG
N/A	Other neutral grassland: Moderate	1, 3, 5, 10, 15, 20, 25, 30	5 Years
Key Measures • Ensure the species in the selected seed mix are establishing successfully; • Ensure management and grass cutting (cut to 150mm) operations are being undertaken regularly as detailed in Chapter 5.0, to maintain a diverse sward height; • Carry out reseeding as required to establish sward, maintain species composition, and reduce bare ground coverage; and • Monitor for scrub encroachment, excessive weeds, or INNS and cut back/remove where required.			
Trigger	Action	When	
Less than 10 plant species per m ² present within the sward.	Scarify and oversow with additional wildflower seed. If persistent failing of a particular species occurs undertake soil sampling and amend species list.	Autumn.	
Grass continually managed to the same height.	Review HMMP and implement a cyclical mowing regime to develop differential heights within the sward.	During hay and autumn cuts.	

Table 17: Key Measures for Monitoring Habitat Features: Proposed Rain Garden (Urban: Rain Garden)

Baseline Habitat Condition	Target Habitat Condition	Monitoring Interval	Anticipated timeframe to achieve BNG
N/A	Rain garden: Moderate	1, 3, 5, 10, 15, 20, 25, 30	3 Years
Key Measures • Ensure the species selected are establishing successfully; • Replace failed planting; consider replacing with alternative species if failure rates of a particular species are high; and • Undertake regular weeding, pruning, and deadheading of ornamental and herbaceous plants to maintain a tidy appearance.			
Trigger	Action	When	
More than 20% of new planting is failing.	Replace failed plants with a suitable alternative species.	Planting should commence during the dormant season.	
Presence of INNS.	Complete a full INNS Survey of the Site and record all INNS. Develop a suitable species-specific treatment methodology and management plan for removal of INNS.	INNS Survey to be completed between April and September when plants are identifiable.	

Site Wide Monitoring

- 6.11 The below table includes key measures for monitoring landscape and community features within the Site to ensure the Site continues to support the needs and requirements of its site visitors.

Table 18: Key Measures for Monitoring Landscape Features

Feature	Key Measures
Site Wide	Is the landscape establishing well and attractive to residents and wildlife overall? Is the Site in a clean and tidy condition? Is public access to the Site maintained? Are there any health and safety hazards / deficiencies which require rectification?

Feature	Key Measures
	Does the Site comply with the relevant environmental and health and safety legislation (as set out in Appendix B of this HMMP)? Are there any instances where planting is repeatedly failing? If so, has an arboricultural consultant or landscape architect been consulted with to specify an alternative species?
Play Area	Carry out regular inspections to identify deficiencies such as any signs of vandalism and general damage/ wear of equipment and minor repairs carried out promptly. Any item considered unsafe must be removed or made safe and replaced as soon as possible.
Footpath and Cyclepaths	Carry out an inspection to ensure weed free appearance and remove trip or slip hazards. Note any damage and carry out repairs as required.
Concrete Flag Paving	Carry out an inspection to ensure weed free appearance and remove trip or slip hazards. Note any damage and carry out repairs as required.
Timber Post and Rail Fencing	Carry out an inspection to note any damage which poses a risk to public health and safety, and carry out repairs.
Seating and Benches	Carry out an inspection to note any damage and carry out repairs/ replacement.



Appendix A: Landscape Maintenance Schedules

✓

Works not to be carried out in these months

*Bird breeding and nesting season (March to August inclusive) no works that may have an impact on nesting birds are to be undertaken

[illegible]



Key

✓ Works to be carried out in these months

Works not to be carried out in these months

*Bird breeding and nesting season (March to August inclusive) no works that may have an impact on nesting birds are to be undertaken

Activity	Frequency per Annum	Years	Indicative Timing of Operation											
			J	F	M	A	M	J	J	A	S	O	N	D
Replace failed or damaged deciduous species.	1	1 to 5	✓	✓	✓								✓	✓
Replace failed or damaged coniferous/evergreen species.	1	1 to 5	✓	✓	✓	✓					✓	✓	✓	✓
Water new planting.	As required	1 to 5				✓	✓	✓	✓	✓	✓			
Apply slow release multi-purpose plant food and soil improver.	1	1 to 5								✓	✓	✓		
Assessment of condition and structure of new tree planting.	1	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Proposed Native Hedgerow Planting														
Capital Works to Proposed Hedgerow Planting														
Top up mulch to maintain a depth of 50mm around the base of all young plants.	1	1 to 5									✓	✓		
Formative pruning to 'face up' the hedgerows.	1	1 to 5									✓			
Replace any damaged or missing spiral guards.	1	1 to 5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Remove spiral guards.	1	Year 5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Re-firm new planting as required.	1	1 to 5	✓	✓							✓	✓	✓	✓
Replace failed or damaged deciduous species.	1	1 to 5	✓	✓	✓								✓	✓
Replace failed or damaged coniferous/evergreen species.	1	1 to 5	✓	✓	✓	✓					✓	✓	✓	✓
Post-Establishment Maintenance														
First cut to new hedgerows will include facing up to both sides and the top of the hedge.	1	Year 2/3+	✓	✓							✓	✓	✓	✓
Cut in 'A' shape to maintain a wide base, one third cut every 3 years on rotation. Cut grass strip simultaneously with hedgerow.	0.3	Year 5+	✓	✓							✓	✓	✓	✓
INNS monitoring during monthly site inspections, and removal as required.	12	All years									✓	✓	✓	
Proposed Scrub Mix														
Annual visual inspection to determine any dominant species or encroachment.	1	1 to 5									✓			
Cut as required to prevent encroachment onto other landscape types.	N/A	5 to 10	✓	✓										✓
Cut 5% of the scrub back annually.	1	5 to 10	✓	✓										✓
Monitor glades and cut back scrub as required to maintain habitat gradation.	1	5 to 10	✓	✓										✓
INNS monitoring during monthly site inspections, and removal as required.	12	All years									✓	✓	✓	
Proposed Planting Beds														
Top up mulch to maintain a depth of 50mm around the base of all young plants.	1	1 to 5									✓	✓		
Weed control undertaken by hand pulling.	1	All years				✓	✓	✓	✓	✓	✓			
Replace failed or damaged deciduous species.	1	1 to 5	✓	✓	✓								✓	✓
Replace failed or damaged coniferous/evergreen species.	1	1 to 5	✓	✓	✓	✓	✓				✓	✓	✓	✓
Shrubs														
Formative prune to maintain health and seasonal foliage.	N/A	All years	✓	✓							✓	✓	✓	✓
Herbaceous Plants														
Formative prune to maintain health and seasonal foliage.	N/A	5 to 10			✓						✓			
Deadhead spent flower heads and remove damaged/dead vegetation.	1	All years			✓	✓	✓				✓	✓	✓	
Weed control and soil aeration	10	All years		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Apply organic slow release soil fertiliser.	1	All years								✓	✓			
Proposed Amenity Grass (to be seeded)														
Cut (35-50mm) fortnightly during the growing season and remove arisings from the Site.	16	All years				✓	✓	✓	✓	✓	✓			
Cultivate and re-seed as required.	As required	1 to 5								✓	✓	✓		
Weed control via hand pulling where possible.	1	All years				✓	✓	✓	✓	✓	✓			
INNS monitoring during monthly site inspections, and removal as required.	12	All years								✓	✓	✓		
Proposed Meadow Mixture														
Capital Works to Grassland Areas														
All areas to be topped to a height of 7cm with all arisings removed.	1	Year 1			✓	✓	✓							

✓

Works not to be carried out in these months

Activity	Frequency per Annum	Years	Indicative Timing of Operation											
			J	F	M	A	M	J	J	A	S	O	N	D
Weed control across all grassland areas.	1	Year 1							✓	✓	✓			
Hay cut to be conducted with all arisings removed.	1	Year 1									✓	✓	✓	
Grassland areas to be harrowed and scarified.	1	Year 1									✓	✓	✓	
Grassland areas to be overseeded with wildflower mix.	1	Year 1							✓	✓	✓			
Post Establishment Maintenance														
First grassland cut to a height of 70-100mm. Arisings removed off-site.	1	Year 1									✓	✓		
Cut (150mm) every 6-8 weeks in first year. Arisings removed off-site.	8	Year 1				✓	✓	✓	✓	✓	✓			
Cut (150mm) once a year and remove the arisings from the Site. Cut in 1/3 sections on a weekly rotation. 2/3 of grass to be cut in semi-random rotational pattern.	1	Year 2+									✓			
Cultivate and re-seed as required to establish sward, twice a year.	2	1 to 5								✓	✓	✓		
Weed control via hand pulling where possible.	1	All years				✓	✓	✓	✓	✓	✓			
Annual visual inspection to determine any dominant species or scrub encroachment.	1	All years									✓			
Cut back scrub as required to prevent encroachment onto other landscape types.	N/A	All years	✓	✓										✓
Cut 5% of the scrub back annually.	1	All years	✓	✓										✓
INNS monitoring during monthly site inspections, and removal as required.	12	All years								✓	✓	✓		
Proposed Rain Garden														
Inspect the rain gardens during monthly site inspections for presence of INNS, rubbish, and debris, and remove as required.	1	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Weed control undertaken by hand pulling.	1	All years				✓	✓	✓	✓	✓	✓			
Replace failed or damaged deciduous species.	1	1 to 5	✓	✓	✓								✓	✓
Replace failed or damaged coniferous/evergreen species.	1	1 to 5	✓	✓	✓	✓	✓				✓	✓	✓	✓
Ornamental Grasses														
Deciduous grasses cut back annually to ground level with arisings removed.	1	1 to 5		✓	✓	✓								
Annual pruning of evergreen species.	1	1 to 5			✓	✓								
Herbaceous Plants														
Formative prune to maintain health and seasonal foliage.	N/A	5 to 10			✓						✓			
Deadhead spent flower heads and remove damaged/dead vegetation.	1	All years	✓	✓								✓	✓	✓
Weed control and soil aeration	10	All years		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Apply organic slow release soil fertiliser.	1	All years								✓	✓			
Hard Landscape Elements														
Play Areas														
Twice weekly inspection to identify any vandalism or signs of general damage / wear and tear. Minor repairs to be carried out promptly with any unsafe items removed and replaced as soon as possible.	104	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Twice weekly cleanse.	104	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
A detailed operational inspection will be carried out every two months to check the operation and stability of the equipment, and any signs of wear.	6	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Annual RPII inspections of the play areas will be undertaken by a suitably qualified inspector.	1	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Repairs to surfacing.	As required	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Replacement of play equipment and surfacing as required, frequency to be provided by the provider.	As required	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Footpaths and Cycle Paths														
Inspect footpaths monthly and clear overhanging vegetation, broken branches, leaf litter and trip														



Key

✓ Works to be carried out in these months

Works not to be carried out in these months

*Bird breeding and nesting season (March to August inclusive) no works that may have an impact on nesting birds are to be undertaken

Activity	Frequency per Annum	Years	Indicative Timing of Operation											
			J	F	M	A	M	J	J	A	S	O	N	D
Shared Surface and Tarmac Roads														
Inspect paving monthly and clear overhanging vegetation, broken branches, leaf litter and trip hazards as required.	12	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Repair any paving, as required.	As required	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Clean with soapy water (acid free) and stiff brush.	1	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Cut back vegetation with appropriate edging tool.	1	All years				✓	✓	✓	✓	✓	✓	✓		
Timber Post and Rail Fence														
Fencing will be inspected during monthly site inspections and any repairs will be carried out as required.	12	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Repair any damaged fencing.	As required	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Graffiti removal as required.	As required	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Dry-Stone Walls														
Walls will be inspected during monthly site inspections and any repairs will be carried out as required.	12	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Repair any damaged walls.	As required	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Graffiti removal as required.	As required	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Site Furniture														
Benches and Seating														
Inspect during monthly site inspections.	12	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Repairs to benches as required.	As required	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Graffiti removal as required.	As required	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Monitoring and Review														
Formal site inspections by managing organisation.	12	All years			✓			✓			✓			✓
Annual site meeting with stakeholders	1	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Formal review of management plan and maintenance operations.	0.2	Every 5 years			✓									

NOTE Glyphosate formulations containing the surfactant Polyethoxylated tallow amine (POEA) should not be used within close proximity to waterbodies or other wetland habitats as it can cause high amphibian larvae mortality.

Appendix B: Legislation Context

Summary of Relevant Legislation

The following legal obligations, among others must be considered in carrying out any management operations:

Legislation	Obligations
Health and Safety Legislation	
The Health and Safety at Work Act (1974)	All operations carried out on the Site must only be undertaken by trained personnel, using methods and equipment approved by the Health and Safety Executive (HSE).
Occupiers Liability Act (1984)	Management organisation must ensure that every reasonable care is taken to remove any risks to both legitimate visitors and to any trespassers. In compliance it will be necessary: • To make sure that all footpaths and any other structures are safe; • To remove any hazardous objects; and • To conduct an annual safety audit in order to identify any further hazards.
Environmental Legislation	
Conservation of Habitats and Species Regulations 2017 (as amended)	The Habitat Regulations for England and Wales assign a greater level of protection to a variety of native species of animals and plants listed. The 2017 Regulations have been amended by the 2019 EU Exit Regulations.
Wildlife and Countryside Act (1981)	There is an obligation to comply with legislation for UK species protected (including amphibians, reptiles and bats) under this Act.
Environmental Protection Act (1990)	There is an obligation to keep the Site free from litter and refuse.
Countryside and Rights of Way Act (2000)	Imposes a new right of access on foot to registered common land and other areas of 'open countryside' which under certain circumstances allows access without being confined to footpaths.
Protected Species	
Amphibians	Great crested newts (GCN) are protected under Schedule 5 of the Wildlife and Countryside Act (1981) as amended and the Conservation of Habitats and Species Regulations 2017 (as amended). Under this legislation it is an offence to intentionally kill, injure or capture GCN. It is also an offence to intentionally or recklessly damage, destroy or obstruct

	access to places used by GCN for shelter or protection or to disturb them whilst they are occupying these habitats.
Birds	All UK wild birds are protected while at the nest under the Wildlife and Countryside Act (1981). Effectively, this means that if removal of habitats (which can include buildings, trees, hedges, scrub and grassland) cannot be timed to avoid the bird breeding season (March to August inclusive), then a survey by a suitably experienced ecologist will be required to ensure no nesting birds will be affected. There is generally no process to gain a licence to disturb nesting birds; therefore, if active nests are present works will need to avoid the area of the nest until the young have fledged.
Bats	Bats and their roosts are protected under Schedule 5 of the Wildlife and Countryside Act (1981) as amended and the Conservation of Habitats and Species Regulations 2017 (as amended).
Badgers	Badgers and their setts are safeguarded under the Protection of Badgers Act (1991). Under this legislation it is illegal to interfere, damage or destroy a sett, obstruct access to a sett, or disturb a badger whilst it is occupying a sett.
Hedgehogs	Hedgehogs are S41 species of principal importance under the NERC Act (2006).
Brown hare	Brown hare are listed as a S41 species of principal importance under the NERC Act (2006).



Appendix C: BNG Monitoring Schedule

Appendix C: BNG Monitoring Schedule

Table of Habitat Monitoring and Reporting

[illegible]

EXAMPLE: Habitat Condition Monitoring Assessment Sheet							
Date of Assessment:		Assessment number:					
Landscape Feature	Parcel Ref:	UKHab Metric 4.0 Condition Assessment Criteria	Baseline Condition	Target Condition	Monitoring Interval	Anticipated Timeframe to Achieve BNG Target	Biodiversity Units
Condition assessment summary:							
Progress towards UKHab and condition summary (Is the habitat on course to meet or has met target condition?):							
Adaptive management: Any proposed changes to management:							



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Drawings

Drawing 1: Landscape Masterplan – Residential Site (LUC ref:
12334_LD_PLN_001 P05)

Drawing 2: Landscape Masterplan – Amenity Site (LUC ref:
12334_LD_PLN_002 P05)

Drawing 3: Planting Plan – Residential Site (LUC ref:
12334_LD_PLN_401 P08)

Drawing 4: Planting Plan – Amenity Site (LUC ref:
12334_LD_PLN_402 P08)

Drawing 5: Existing UK Habitats (TEP ref: G9429.016B)

Drawing 6: Proposed UK Habitats (TEP ref: G9429.018.1E-3E)

Drawing 7: Proposed Habitat Condition and Strategic
Significance (TEP ref: G9429.019.1E-3E)

Drawing 8: Long-Term Management Areas (TEP ref:
11020.002.1B-4B)



Landscape Masterplan
Amenity Site
Refer to drawing number:
12334_LO_PLN_002

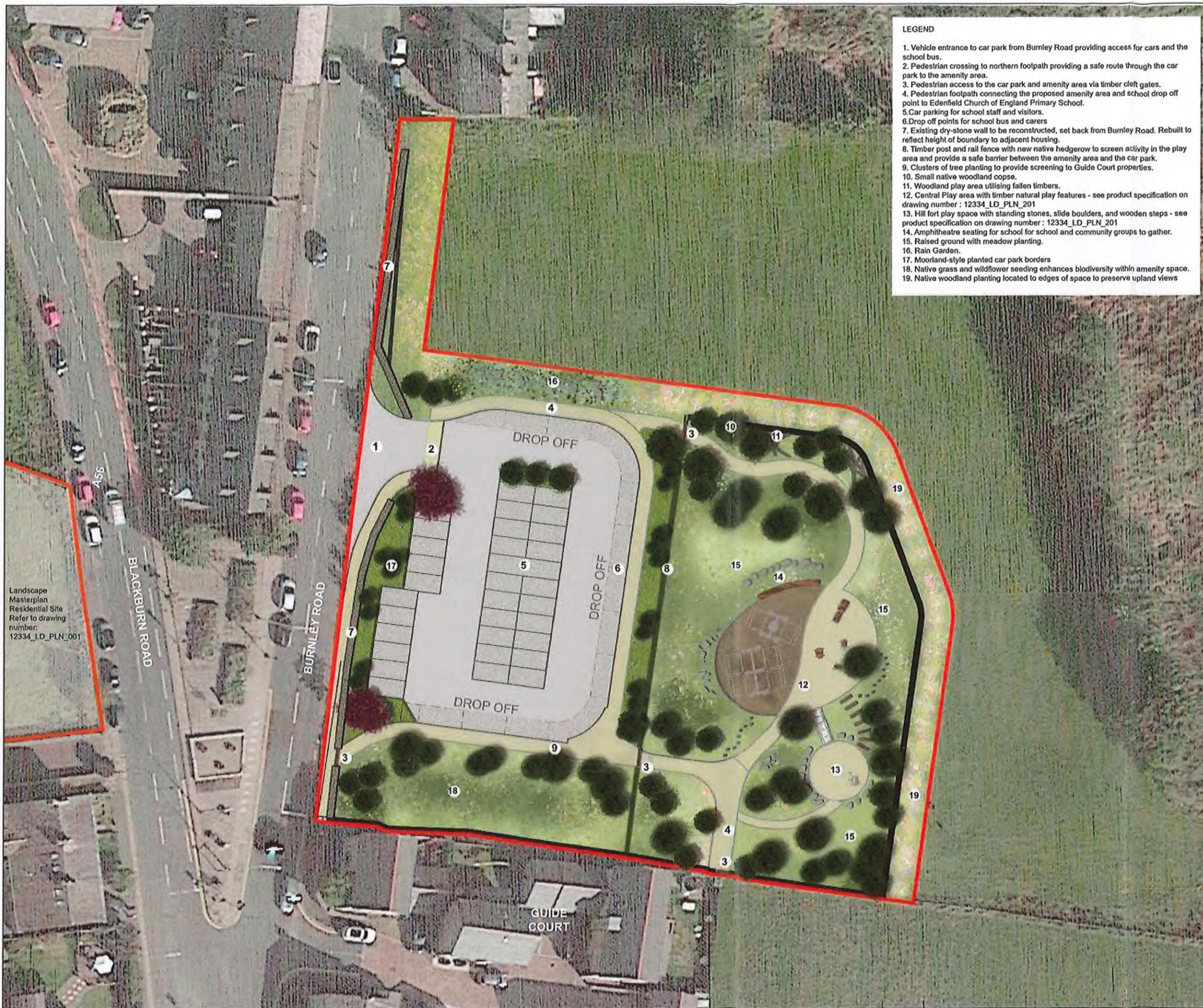
1. 3m wide cycleway footpath, linking Church Lane to Blackburn Road.
2. Existing mixed deciduous / coniferous woodland to be retained, managed and enhanced with additional planting.
3. Existing woodland enhanced to rear of existing housing with new tree planting.
4. Resting place created, with timber seating and wildlife totem features.
5. Natural play area, with willow tunnel and dome, stepping logs and play trees.
6. Continuation of street trees to enhance the woodland edge character area.
7. Rain garden and feature tree planting defines extents of communal garden.
8. Raised beds planted with culinary species, including herbs, soft and bush fruit.
9. Boulders acting as informal seating opportunities.
10. Moorland style pocket park at Blackburn Road entrance where views to surrounding Moorland are enhanced.
11. Existing dry-stone wall to be reconstructed, set back from Blackburn Road.
12. Dry stone walls define gateway pocket park and create a threshold to housing area.
13. Moorland edge planting to provide buffer to rural edge.
14. Opportunities to create informal rain gardens.
15. Planting of multi-stem shrubs set in native meadow to provide amenity to residents.
16. Native planting to A56 boundary (subject to agreement between Highways England and Rossendale Landscape Officer)

Rev	12/05/24	Openwork	Rev	03	Rev
Rev	12/05/24	Masterplan	Rev	02	Rev
Rev	12/05/24	Masterplan	Rev	01	Rev
Rev	12/05/24	Masterplan	Rev	00	Rev
Rev	12/05/24	Masterplan	Rev	00	Rev

Scale 1:500
Drawing is for reference only
Drawing is for reference only
Drawing is for reference only

LUC Edenfield
Landscape
Urban Design
Masterplan

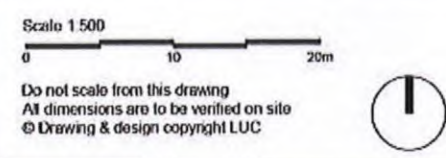
Page	Edenfield
Drawn	March 2024
Scale	1:500
For	For Planning
Project	Landscape Masterplan - Residential Site
Drawing	12334_LO_PLN_001
Page	P05



- LEGEND
- 1. Vehicle entrance to car park from Burnley Road providing access for cars and the school bus.
 - 2. Pedestrian crossing to northern footpath providing a safe route through the car park to the amenity area.
 - 3. Pedestrian access to the car park and amenity area via timber cleft gates.
 - 4. Pedestrian footpath connecting the proposed amenity area and school drop off point to Edenfield Church of England Primary School.
 - 5. Car parking for school staff and visitors.
 - 6. Drop off points for school bus and carers
 - 7. Existing dry-stone wall to be reconstructed, set back from Burnley Road. Rebuilt to reflect height of boundary to adjacent housing.
 - 8. Timber post and rail fence with new native hedgerow to screen activity in the play area and provide a safe barrier between the amenity area and the car park.
 - 9. Clusters of tree planting to provide screening to Guide Court properties.
 - 10. Small native woodland copse.
 - 11. Woodland play area utilising fallen timbers.
 - 12. Central Play area with timber natural play features - see product specification on drawing number : 12334_LD_PLN_201
 - 13. Hill fort play space with standing stones, slide boulders, and wooden steps - see product specification on drawing number : 12334_LD_PLN_201
 - 14. Amphitheatre seating for school for school and community groups to gather.
 - 15. Raised ground with meadow planting.
 - 16. Rain Garden.
 - 17. Moorland-style planted car park borders
 - 18. Native grass and wildflower seeding enhances biodiversity within amenity space.
 - 19. Native woodland planting located to edges of space to preserve upland views

Landscape Masterplan Residential Site Refer to drawing number: 12334_LD_PLN_001

P05	23.01.25	Revised following Consultant comments	TJa	CO	TJo
P04	27.07.23	Rain garden relocated	TJa	CO	TJo
P03	18.07.23	Minor layout changes	CO	CO	TJo
P02	23.05.23	Amenity Area boundary adjusted	TJa	CO	TJo
P01	07.05.23	First Issue	TJa	CO	TJo
Iss	Date	Description	Dm	Chk	App



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Project
Edenfield

Client
Northstone

LUC Job Nr Scale @A3 Status
12334 1:500 For planning

Drawing Title
Landscape Masterplan - Amenity Site

Drawing Nr Issue
12334_LD_PLN_002 P05

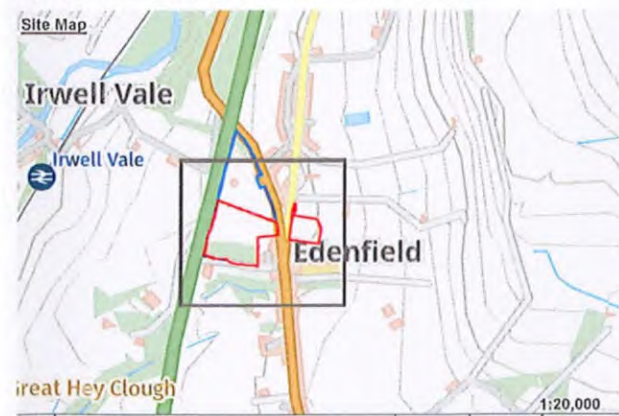


KEY

- Site boundary
- Grassland**
 - Modified grassland
 - Other neutral grassland
- Woodland and Forest**
 - Other woodland, mixed
- Urban**
 - Artificial unvegetated, unsealed surface

Note:
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Rev	Description	Drawn	Approved	Date
B	Updated habitat survey	MK	KS	25/07/2024
A	Updated site boundary for east site	AR	KS	25/07/2023

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Project
Blackburn Road, Edenfield

Title
Existing UK Habitats

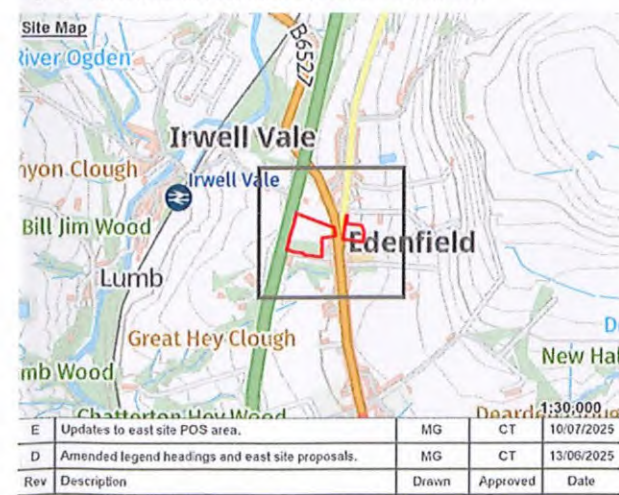
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G9429.016B

Drawn	Checked	Approved	Scale	Date
BJ	AP	KS	1:1,500 @ A3	14/08/2024



- KEY**
-  Site boundary
 -  Page and page number

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Project
Blackburn Road, Edenfield

Title
Proposed UK Habitats Overview

Drawing Number
G9429.018.1E

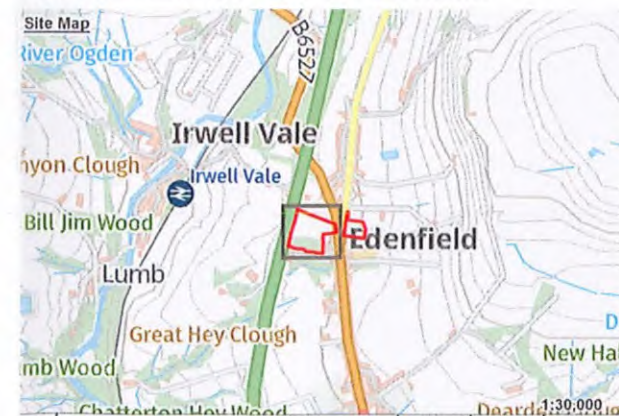
Drawn	Checked	Approved	Scale	Date
BJ	AP	KS	1:2,000 @ A3	19/01/2023

[illegible][illegible]



- KEY**
- Site boundary
 - Trees**
 - Urban tree
 - Hedgerows**
 - Native hedgerow
 - BNG Management Responsibility**
 - On-site BNG**
 - Managed by management organisation
 - Managed by plot owner (back gardens)
 - Non-BNG Areas**
 - N/A - other

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B	Updates to east site POS area.	MG	CT	10/07/2025
A	Updated management areas.	MG	CT	16/06/2025

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Project
Blackburn Road, Edenfield

Title
Long-Term Management Responsibilities
West Site S

Drawing Number
G11020.002.2B

Drawn	Checked	Approved	Scale	Date
MG	BJ	CT	1:800 @ A3	16/06/2025



KEY

Site boundary

Trees

Urban tree

Hedgerows

Native hedgerow

BNG Management Responsibility

On-site BNG

Managed by management organisation

Non-BNG Areas

N/A - other

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Title
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East Site

Drawing Number
 G11020.002.3B

Drawn	Checked	Approved	Scale	Date
MG	BJ	CT	1:500 @ A3	16/06/2025



KEY

 Site boundary

Trees

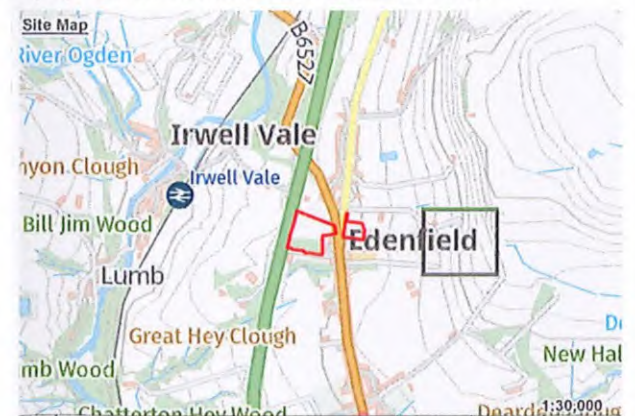
 Urban tree

BNG Management Responsibility

Off-site BNG

 Managed by management organisation

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A	Updated management areas.	MG	CT	16/06/2025



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Project
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Title
Long-Term Management Responsibilities
Off-site Mitigation Area

Drawing Number
G11020.002.4B

Drawn	Checked	Approved	Scale	Date
MG	BJ	CT	1:1,000 @ A3	16/06/2025



KEY

Site boundary

Proposed Tree Condition

Moderate

Poor

Hedgerow Condition

Moderate

Proposed Habitat Condition

Moderate

Poor

Condition assessment not applicable

Proposed Strategic Significance

Area/compensation not in local strategy/ no local strategy

Note:

The locations of habitats and habitat features are indicative.



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Site Map



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D	Updated site layout.	MG	CT	13/08/2025
C	Updated site layout for vest site	MK	KS	09/08/2024



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Project
Blackburn Road, Edenfield

Title
Proposed Habitat Condition and Strategic Significance
West Site S

Drawing Number
G9249.019.2D

Drawn	Checked	Approved	Scale	Date
BJ	AP	KS	1:800 @ A3	19/01/2023



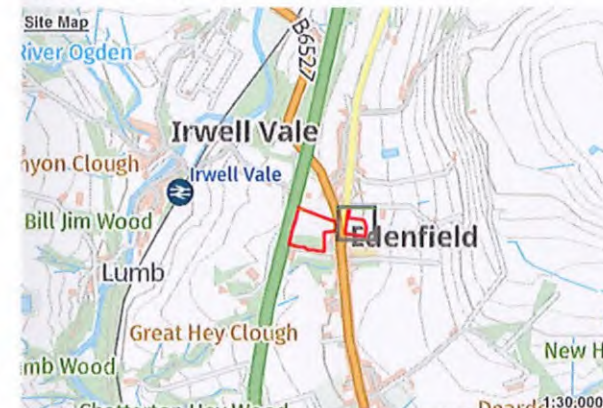
KEY

- Site boundary
- Proposed Tree Condition**
 - Moderate
- Hedgerow Condition**
 - Moderate
- Proposed Habitat Condition**
 - Moderate
 - Condition assessment not applicable
- Proposed Strategic Significance**
 - Area/compensation not in local strategy/ no local strategy

Note:

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Project
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Title
 Proposed Habitat Condition and Strategic Significance
 East Site

Drawing Number
 G9249.019.3D

Drawn	Checked	Approved	Scale	Date
BJ	AP	KS	1:500 @ A3	19/01/2023



KEY

Site boundary

Page and page number

BNG Management Responsibility

On-site BNG

Managed by management organisation

Managed by plot owner (back gardens)

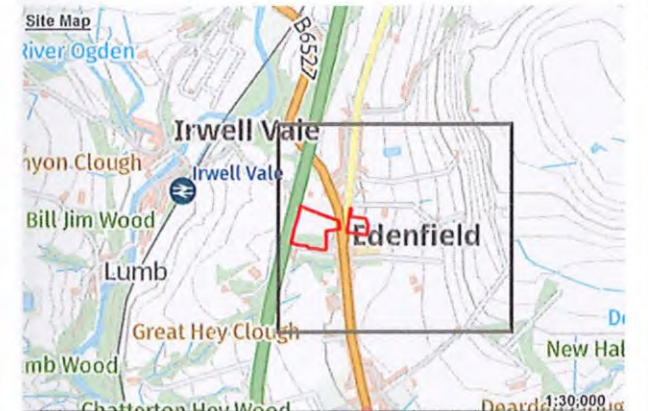
Off-site BNG

Managed by management organisation

Non-BNG Areas

N/A - other

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B	Updates to east site POS area.	MG	CT	10/07/2025
A	Updated management areas.	MG	CT	16/06/2025



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Project
Blackburn Road, Edenfield

Title
Long-Term Management Responsibilities
Overview

Drawing Number
G11020.002.1B

Drawn	Checked	Approved	Scale	Date
MG	BJ	CT	1:3,200 @ A3	16/06/2025



KEY

Site boundary

BNG Areas
Urban Tree

● Proposed urban tree

Hedgerows

Native hedgerow

Grassland

Modified grassland

Other neutral grassland

Heathland and Shrub

Mixed scrub

Woodland and Forest

Other woodland, mixed

Urban

Introduced shrub

Rain garden

Vegetated garden

Non-BNG Areas
Urban

Developed land, sealed surface

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Site Map

E	Updates to east site POS area.	MG	CT	10/07/2025
D	Amended legend headings and east site proposals.	MG	CT	13/06/2025
Rev	Description	Drawn	Approved	Date

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Project
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Title
Proposed UK Habitats
West Site S

Drawing Number
G9429.018.2E

Drawn	Checked	Approved	Scale	Date
BJ	AP	KS	1:800 @ A3	19/01/2023



KEY

Site boundary

BNG Areas

Urban Tree

Proposed urban tree

Hedgerows

Native hedgerow

Grassland

Modified grassland

Other neutral grassland

Urban

Introduced shrub

Rain garden

Non-BNG Areas

Urban

Developed land, sealed surface

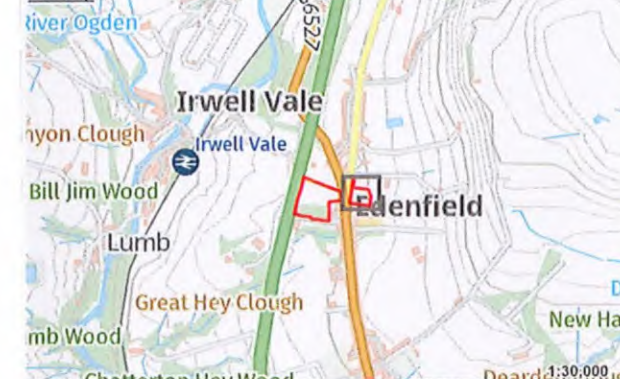


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Site Map



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D	Amended legend headings and east site proposals.	MG	CT	13/06/2025



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Project
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Title
Proposed UK Habitats
East Site

Drawing Number
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Drawn	Checked	Approved	Scale	Date
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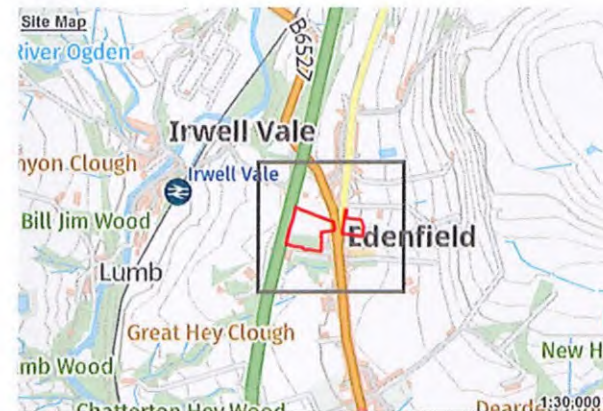


KEY

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Project
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Title
Proposed Habitat Condition and Strategic Significance
Overview

Drawing Number
G9249.019.1D

Drawn	Checked	Approved	Scale	Date
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APPENDIX 2 – Off Site HMMP



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Blackburn Road, Edenfield

Off-Site Habitat Management and Monitoring Plan

Prepared For: Northstone

Document Reference: 11020.002

March 2025

Version 4.0

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Tel: 01925 844004
Email: tep@tep.uk.com
Offices in Warrington, Market Harborough, Gateshead, London and Cornwall



Document Title	Habitat Management and Monitoring Plan (HMMP) (Off-Site)
Document Ref	11020.002
Version	Version 4.0
Prepared For	Northstone

Author	Molly Green
Date	25/03/2025
Checked	Connor Tucker
Approved	Maggie Fennell Wells

Amendment History					
Version	Date	Modified by	Check/ Approved by	Reason	Status
1.0	25/03/25	MG	CT/MFW	Initial issue for client comment.	Superseded.
2.0	02/04/25	MG	CT	Amendments following client comments.	Superseded.
3.0	14/04/25	MG	CT	Amendments following comments from GMEU.	Superseded.
4.0	06/06/25	MG	CT	Amended to include updated drawing references.	Issued.

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Nothing in this report constitutes legal opinion. If legal opinion is required, the advice of a qualified legal professional should be secured.

Site Overview

Site Name and Address	Gincroft Lane, Edenfield, BL0 0QU
Central OS Grid Reference	SD 80351 19905
Central w3w	term.sculpture.slides
Project Type	Full application for residential development comprising of 50 new houses, including associated work, landscaping and public open space.
Landowner / Organisation Responsible for Habitat Creation	Northstone
Land Manager or Management Company Responsible for Long Term Management	Northstone will pass on management responsibility to an appointed management detailed as Windle Management Company Limited.
Author	The Environment Partnership (TEP) Ltd
Planning Authority	Rossendale Borough Council
National Landscape Character Area	National Character Area 36: Southern Pennines
BNG Metric Reference	TEP ref: Biodiversity Metric 4.0 – Blackburn Road, Edenfield
Irreplaceable Habitats	None present within HMMP.

Summary of Habitat Management and Monitoring Plan

Habitats to be Retained, Created and Enhanced	The following habitats are associated with BNG delivery off-site: Rural trees – retained; Modified grassland – retained and enhanced; and Other woodland; broadleaved – created. All associated BNG habitat will be created by Northstone and Windle Management Company Limited.
Timescales for Actions	Establishment period estimated 0-5 years. HMMP period minimum 30 years.
BNG Monitoring Requirements	Habitat condition monitored against UK Habitat criteria in years 1, 3, 5, 10, 15, 20, 25, 30.
HMMP Update Requirements	The HMMP will be informally reviewed on an annual basis to ensure management prescriptions appropriate to the habitats on site particularly during the establishment period. The HMMP will undergo a formal review every 5 years to ensure the plan is meeting the changing needs of the Site.
Required Consents and Licences	None applicable to this Site.
Funding	The requirement to provide funding will be contained within the S106.
Legal Agreement	Land covered under this HMMP would be incorporated into an appropriately worded S106 (planning reference: 2023/0396).

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5.0	Management Intentions and Operations	15
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Appendices

- Appendix A: Landscape Maintenance Schedules
- Appendix B: Legislation Context
- Appendix C: BNG Monitoring Schedule

Drawings

- Drawing 1: Off-Site Mitigation Area – Detailed Planting Plan (TEP ref: D11020.001A)
- Drawing 2: Existing UK Habitats - Gincroft Lane (Off-Site Mitigation Area 2) (TEP ref: G9429.023A)
- Drawing 3: Proposed UK Habitats - Gincroft Lane (Off-Site Mitigation Area 2) (TEP ref: G9429.01.008A)

1.0 Introduction

Purpose of the HMMP

- 1.1 This HMMP has been produced by The Environment Partnership (TEP) Limited on behalf of Northstone. The HMMP provides a framework for supporting the delivery of Biodiversity Net Gain (BNG) at the off-site mitigation area associated with the proposed development at Blackburn Road, Edenfield (hereby referred to as the 'Site').

Scope of the HMMP

- 1.2 It has not been possible to achieve 10% BNG on-site, therefore an off-site mitigation area at Gincroft Lane has been utilised to address the shortfall in biodiversity units. This HMMP covers all areas of open space within the off-site mitigation area. Refer to the on-site HMMP (TEP ref: 11020.001) for management associated with the on-site area.
- 1.3 This HMMP sets out a coordinated, overarching approach to the management of the habitats, open space and landscaping within the off-site mitigation area. At a strategic level, the HMMP will be used to guide decision making and management interventions, as well as monitoring mechanisms to ensure the successful establishment of each habitat across a 30-year period. At an operational level, the HMMP will be used to inform the day-to-day practical landscape maintenance operations.
- 1.4 This HMMP has been informed by the design proposals, ecological baseline and arboricultural information and should be read in conjunction with the following documents:
- Off-Site Mitigation Area – Detailed Planting Plan (TEP ref: D11020.001A);
 - Ecological Desk Study (TEP ref: 9429.01.001);
 - Ecological Impact Assessment (TEP ref: 9429.01.002);
 - Biodiversity Net Gain Design Stage Report (TEP ref: 9429.003);
 - BNG Assessment (TEP ref: 9429.003 v2.0);
 - Biodiversity Metric 4.0 (TEP ref: Biodiversity Metric 4.0 – Blackburn Road, Edenfield); and
 - On-Site HMMP (TEP ref: 11020.001).

- 1.5 This HMMP has been informed by British Standard 8683:2021 Process for Designing and Implementing BNG and BNG Good Practice Principles for Development, A Practical Guide¹.

Structure of the HMMP

- 1.6 The HMMP comprises the following chapters:
- Chapter 2.0 provides an overview of the Site's baseline landscape and ecological features;
 - Chapter 3.0 provides details of the Site's planning, development and BNG rationale and commitment;
 - Chapter 4.0 includes roles and responsibilities for the long-term management of the Site;
 - Chapter 5.0 details the management intentions and maintenance operations associated with the delivery of BNG; and
 - Chapter 6.0 sets out how the success of the HMMP will be monitored, reviewed and updated over time.
- 1.7 The following appendices are included and support this HMMP:
- Appendix A provides a table of maintenance operations;
 - Appendix B summarises relevant legislation; and
 - Appendix C is the BNG monitoring schedule and summary of the BNG commitment for the Site.
- 1.8 The following drawings are included and support this HMMP:
- Off-Site Mitigation Area – Detailed Planting Plan (TEP ref: D11020.001A);
 - Existing UK Habitats – Gincroft Lane (Off-Site Mitigation Area 2) (TEP ref: G9429.023A); and
 - Proposed UK Habitats - Gincroft Lane (Off-Site Mitigation Area 2) (TEP ref: G9429.01.008A).

¹ [Biodiversity net gain. Good practice principles for development. A practical guide \(cieem.net\)](https://www.cieem.net/biodiversity-net-gain-good-practice-principles-for-development-a-practical-guide)

2.0 Overview of Baseline Site

Site Location

- 2.1 The Site lies approximately 2km south-east of Helmshore Village, and 3km south-west of Rawtenstall town centre. The Site is currently being used for agriculture as grazing land, with two buildings bordering the north-west and north-east of the Site.
- 2.2 The wider landscape consists of agricultural fields, with residential development to the west of the site, woodland to the south-east, Edenfield Village centre to the south-west, and the A56 heading north-south located approximately 650m to the west of the Site.

Land Use Summary

- 2.3 Table 1 summarises the wider baseline environmental information for the Site and HMMP.

Table 1: Summary of Baseline Environmental Information

Baseline Feature	Feature Description Relevant to HMMP
Baseline Habitat Survey	Baseline habitats are illustrated in the Existing UK Habitats drawing (TEP ref: G9429.023A) and comprise predominantly of modified grassland, and three urban trees.
Ecological Surveys	The following surveys have been carried out at the Site: - Ecological Desk Study (TEP, 2022); and - UK Habitat Survey and Condition Assessment (TEP, 2023)
Environmental Designations	There are three SSSI sites within 5km of the site, with Hodge Clough SSSI ~1.5km to the west, West Pennine Moors ~2.3km to the west, and Lower Red Lees Pasture SSSI ~2.4km to the south-west of the Site. There are 19 non-statutory local wildlife sites identified within 2km of the site. Refer to the Ecological Desk Study (TEP ref: 9429.01.001) for the full list of designated sites.
Landscape Character Designations	The Site falls within National Character Area 36: Southern Pennines ² . The Southern Pennines are part of the Pennine ridge of hills, lying between the Peak District National Park and the Yorkshire Dales National Park. This is a landscape of large-scale moorlands,

² Southern Pennines - National Character Area Profiles

Baseline Feature	Feature Description Relevant to HMMP																								
	pastures enclosed by drystone walls, and gritstone settlements contained within narrow valleys.																								
Protected and Notable Species ³	The UK Habitat Survey in 2023 did not confirm the presence of protected and notable species at the Site, however the baseline habitats present at or adjacent to the Site are suitable for the following species, and therefore may be affected as a result of the development: ■ Amphibians; ■ Badgers; ■ Bats; ■ Birds; and ■ Reptiles.																								
Protected and Notable Habitats	There are no Tree Preservation Orders (TPOs) identified on-site.																								
Invasive Non-Native Species (INNS)	No INNS were identified at the Site during the UK Habitat Survey in 2023.																								
Climate	The following climate data is based on the Met Office⁴ data for the climate period 1991-2020 at Rochdale Climate Station: <table> <tr> <td>Days of rain per year</td><td>170.75 mm</td></tr> <tr> <td>Average annual rainfall</td><td>1197.22 mm</td></tr> <tr> <td>Wettest month</td><td>Dec (138 mm)</td></tr> <tr> <td>Driest month</td><td>May (65 mm)</td></tr> <tr> <td>Average annual temperature</td><td>10.31°C</td></tr> <tr> <td>Warmest month</td><td>July (11–20°C)</td></tr> <tr> <td>Coldest month</td><td>January (1–6°C)</td></tr> <tr> <td>Average annual hours of sunshine</td><td>1265.48 hrs</td></tr> <tr> <td>Sunniest month</td><td>July (170.77 hrs)</td></tr> <tr> <td>Prevailing winds</td><td>West</td></tr> <tr> <td>Days of air frost</td><td>44.37 days</td></tr> <tr> <td>Frostiest month</td><td>January (10.16 days)</td></tr> </table>	Days of rain per year	170.75 mm	Average annual rainfall	1197.22 mm	Wettest month	Dec (138 mm)	Driest month	May (65 mm)	Average annual temperature	10.31°C	Warmest month	July (11–20°C)	Coldest month	January (1–6°C)	Average annual hours of sunshine	1265.48 hrs	Sunniest month	July (170.77 hrs)	Prevailing winds	West	Days of air frost	44.37 days	Frostiest month	January (10.16 days)
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³ Further information of legislative requirements for protected species is included in Appendix B

⁴ Location-specific long-term averages - Met Office

Baseline Feature	Feature Description Relevant to HMMP
Geology and Topography	The following geology information has been derived from British Geological Society (BGS) Geology Viewer⁵: <u>Bedrock geology:</u> Brooksbottoms Grit – Sandstone: sedimentary bedrock formed between 321.5 and 320 million years ago during the Carboniferous period. <u>Superficial deposits:</u> Till, Devensian – Diamicton: sedimentary superficial deposit formed between 116 and 11.8 thousand years ago during the Quaternary period.
Agricultural Land Status	The Site falls within Agricultural Land Status Grade 4 (Poor) and 5 (Very Poor) ⁶ .
Soils and Substrates	The Site is located across Soilscape 6, described as “freely draining slightly acid loamy soils”, and Soilscape 17, referred to as “slowly permeable seasonally wet acid loamy and clayey soils” ⁷ .
Contaminated Land	N/A
Hydrology and Drainage	No hydrological features on or adjacent to the Site.
Flood Risk Zones	The Site falls within Flood Zone 1, meaning there is low probability of flooding from rivers and the sea ⁸ .
Historic Environment and Land Use	N/A
Public Rights of Way	There are public rights of way (PROWs) crossing the off-site area (FP1403136 and FP1403140), as shown on the Lancashire County Council Definitive Map ⁹ .

⁵ BGS Geology Viewer (BETA)

⁶ Agricultural Land Classification map North West Region - ALC002

⁷ LandIS - Land Information System - Soilscape soil types viewer

⁸ Flood risk information for this location - Flood map for planning - GOV.UK

⁹ Public rights of way map - Lancashire County Council

3.0 Planning, Development and BNG Rationale

- 3.1 A Full planning application was submitted to Rossendale Borough Council in 2023 (application reference: 2023/0396) for a residential development comprising no. 50 units (Use Class C3) and local infrastructure project including all associated work, landscaping, and public open space.

Section 106 Agreement

- 3.2 The Section 106 agreement details the following requirements:

"To implement the Biodiversity Net Gain Scheme on the Site and the Additional Land in accordance with the requirements and timescales set out in the Biodiversity Net Gain Scheme"

- 3.3 This HMMP has been written to meet the requirements of the Section 106 Agreement.

Biodiversity Net Gain (BNG)

- 3.4 Developers are required to deliver a BNG minimum of 10% to ensure the natural environment is in a measurably better condition than it was pre-development.

- 3.5 The National Planning Policy Framework (NPPF) (December 2023), states that:

"planning policies and decisions should contribute to and enhance the natural and local environment by:

d) minimising impacts on and providing net gains for biodiversity, including by establishing coherent ecological networks that are more resilient to current and future pressures".

- 3.6 BNG is measured in biodiversity units (BU). BU are allocated to each existing habitat present on a site based on their condition, distinctiveness, and strategic significance.

- 3.7 The Department for Environment Food & Rural Affairs' (DEFRA) Biodiversity Metric 4.0 Calculation Tool is used to:

- Quantify and score the baseline BU's on site for each habitat;
- Identify and score the BU's to be lost due to the proposed development; and
- Identify and score the BU's to be retained, enhanced and created.

Baseline Calculation

- 3.8 A baseline biodiversity calculation of the Site was undertaken (TEP, 2022) in line with Phase 1 Habitat survey assessment methods (JNCC, 2010) and the Guidelines for Preliminary Ecological Appraisal (CIEEM, 2017).

- 3.9 The BNG commitment has been calculated using DEFRA's Biodiversity Metric 4.0 Calculation Tool (TEP ref: Biodiversity Metric 4.0 – Blackburn Road, Edenfield) and is outlined in the BNG Assessment (TEP ref: 9429.003 v2.0).

Securing BNG

- 3.10 The developer has agreed to address any shortfall in BNG within the on-site area through the development of an off-site habitat bank. Refer to the On-Site HMMP (TEP ref: 11020.001) for further details on shortfall in BUs.
- 3.11 The remaining BUs within the off-site area will be delivered as follows:
- **Habitat retention:** 0.5 ha area of Modified Grassland and 0.1 ha area of rural trees are being retained in their current condition;
 - **Habitat enhancement:** 1.01 ha area of Modified Grassland is being enhanced to Other Neutral Grassland in moderate condition through additional seeding and management practices. The target condition for this habitat is defined in Chapter 5.0 alongside specific management activities to achieve this; and
 - **Habitat creation:** 0.13 ha area of Other Woodland; Broadleaved will be created post-development. Its target condition is moderate, which will be achieved within the lifetime of this HMMP. Some habitats reach their target condition quickly, others take considerably longer.
- 3.12 Through habitat retention, enhancement and creation as described above, the off-site net change following development at the Site will be 2.92 habitat units, which represents a 39.65% increase from the off-site baseline biodiversity units. Refer to the Biodiversity Metric 4.0 (TEP ref: Biodiversity Metric 4.0 – Blackburn Road, Edenfield) for further details.
- 3.13 The BUs committed to as part of the planning process will be managed for at least 30 years to deliver the BU and ensure a net gain.
- 3.14 This HMMP is a key part of the delivery of the intended BU's. A monitoring and review strategy is included in Chapter 6.0, and BNG auditing schedule is in Appendix C. It requires a competent person to certify that:
- Newly created habitats are on course to meet their target condition;
 - Existing habitats are improving in line with commitments relating to target condition; and
 - Any remedial measures are in place to address shortfalls in target condition.

4.0 Roles and Responsibilities

Defects Period

- 4.1 During the defects liability period, landscape maintenance and replacement of failed planting will be completed by the landscape contractor who has implemented the scheme.

Practical Completion

- 4.2 BNG Good Practice Principles for Development, A Practical Guide¹⁰ recommends that a site audit is completed by a competent landscape/ecological professional to review the condition of all habitats which contribute to achieving BNG. The audit should be completed as part of practical completion and prior to the transfer of land to the managing organisation for long-term management.

Long-Term Management

- 4.3 Following the defects liability period, Northstone will appoint a managing organisation who will be responsible for operational management and maintenance of the habitats and landscape within the Site.
- 4.4 The managing organisation will require the necessary experience and certificates of competence to undertake landscape management operations on site. Where practical, contractors with experience in biodiversity management will be sought. The managing organisation will ensure that management complies with the guidelines set out in this HMMP.

Mechanism to Secure Delivery

- 4.5 The appointed managing organisation will have a contractual responsibility to ensure the Site is maintained appropriately to deliver the BU's committed to as part of the development.
- 4.6 The appointed managing organisation will liaise with the Local Planning Authority during the lifetime of this HMMP (30 years), to ensure that any amendments or changes to management and maintenance are agreed to in writing.

Health and Safety

- 4.7 Management of the Site must be in line with all legislation relating to health and safety and the environment. A review of the relevant legislation affecting site management is at Appendix B.

¹⁰ [Biodiversity net gain. Good practice principles for development. A practical guide \(cieem.net\)](https://www.cieem.net)

- 4.8 Northstone will retain ultimate responsibility for the health and safety of the Site until such time as the open space and landscaping associated is transferred to a managing organisation(s). The Site will be subject to informal inspections and a formal annual inspection. Whenever the Site is visited, any deficiencies in safety provision will be noted and acted upon.
- 4.9 The appointed managing organisation is responsible for complying with the provisions of the Health and Safety at Work Act 1974. All machinery and apparatus brought onto the Site shall be safe and maintained to a standard that will not breach provisions within the Health and Safety at Work Act 1974 or any other statutory obligations.
- 4.10 The managing organisation shall be adequately trained and sufficiently competent to carry out maintenance operations without causing a Health and Safety risk to themselves or other users of the Site.
- 4.11 All works shall be undertaken in accordance with the relevant codes of practice. Appropriate machinery shall be used inclusive of adequate personal protective equipment to avoid harm to themselves or any other persons.

Biosecurity

- 4.12 There were no INNS identified at the Site during the UK Habitat Survey conducted in 2023. INNS will continue to be monitored, and control works will be carried out in accordance with the best practice guidance and legislation.
- 4.13 The appointed managing organisation should have a sufficient awareness of new and ongoing biosecurity threats, and the necessary precautions to avoid their spread should be undertaken on sites where they are known or suspected.
- 4.14 New findings of suspected non-indigenous plant pests and diseases should be reported to the Plant Health and Seeds Inspectorate or Forestry Commission - Forest Research Tree Health Diagnostic and Advisory Service or both.

Management Plan Reviews

Informal Review

- 4.15 The landowner and/or the appointed managing organisation will undertake an informal review of the maintenance operations annually to ensure that the maintenance operations are meeting the original management objectives and responding to the developing needs of the Site.
- 4.16 Informal reviews will identify the need for additional maintenance operations and inform future management decisions. This can be achieved by:

- Quarterly formal site inspections by the landowner and/or managing organisation to assess the appointed contractor's quality standards and deliverables in line with this HMMP;
- An annual site meeting with the landowner and/or managing organisation and stakeholders and the appointed contractor to assess quality standards and deliverables in line with this HMMP; and
- Ad hoc unannounced inspections by the landowner and/or managing organisation to review quality of maintenance work and any potential Health and Safety issues.

Formal Review

- 4.17 A formal review will be undertaken at the end of the first 5-year period following the first year's establishment period and the transition into long term management. Subsequent formal reviews will be completed every 5 years unless there is the requirement to increase the monitoring frequency following the review process.
- 4.18 The formal review will include the key measures achieved, habitat condition assessments in line with the BNG audit program and will refer to any ecological reporting undertaken.
- 4.19 The formal review will also consider if any adaptations to existing landscape and habitat management activities are required to ensure habitats are on course to meet expected target conditions.
- 4.20 It is also recommended a cash-flow forecast as part of the formal review process to ensure sufficient funds are in place to deliver long term management of the Site.

BNG Monitoring

- 4.21 The management intentions and operations at Chapter 5.0 include target conditions for each habitat and the appropriate management operations required to achieve the expected target condition. Monitoring relating to specific BNG commitments should be undertaken in line with Chapter 6.0 and Appendix C.

5.0 Management Intentions and Operations

Management Objectives

5.1 The long-term management objectives of this HMMP are:

- To maximise the BU's delivered by habitats at the off-site mitigation area;
- To ensure the scheme is successfully maintained;
- To safeguard and enhance the biological and integrity of the Site;
- To ensure that retained and newly created habitats within the open spaces are managed to enhance their biodiversity and ecological value for wildlife on-site;
- To enhance public awareness and appreciation of the habitats and associated flora and fauna of the Site;
- To improve existing habitats and achieve BNG; and
- To comply with legal obligations and constraints.

Landscape Elements

5.2 The Site will comprise the following landscape elements as shown on the Off-Site Mitigation Area – Detailed Planting Plan (TEP ref: D11020.001A):

Habitats associated with BNG:

- Existing trees and vegetation;
- Existing modified grassland;
- Enhanced other neutral grassland;
- Proposed woodland planting;
- Proposed woodland edge planting;
- Wet woodland planting; and
- Meadow grass seeding mix.

5.3 This chapter details management intentions for each element listed above.

5.4 The current habitat condition and target condition of habitats associated with BNG (as detailed within the Biodiversity Metric Calculator 4.0 (TEP ref: Biodiversity Metric 4.0 – Blackburn Road, Edenfield)) are included alongside key issues which require addressing to achieve the target condition. These are indicative only and based on site assessment and landscape drawings and will be re-evaluated based on As Built Drawings at completion of the landscape scheme.

5.5 The condition of each habitat will be reviewed during the audit process to ensure they are on track to achieve the anticipated target condition and BU. Ongoing monitoring

will ensure adaptive management can be undertaken in good time if required. BNG monitoring requirements are included in Chapter 6.0 and a monitoring schedule is included in Appendix C.

General Management Principles

Site Inspections

- 5.6 Regular inspections will ensure any health and safety hazards are identified and made safe. Site inspections will be undertaken monthly to identify any health and safety hazards and arrange for them to be made safe as far as is practicable.
- 5.7 Results from the monthly site inspections will be compiled and presented within the annual report which will be used in the review of the HMMP as detailed in Chapter 6.0.

Tree Risk Management Strategy

- 5.8 This HMMP does not prescribe how tree risk management must be delivered. The responsibility of tree risk lies with the landowner on which trees are located unless it is transferred to another party by agreement.
- 5.9 By virtue of their location and/or size some trees have an inherently greater capacity to cause injury than others. Prior to transfer of public open space areas to the appointed management company, a qualified arboriculturist should carry out an inspection of mature trees within or adjacent to areas of public access to check for damage and disease and to maintain appropriate height clearances for safe pedestrian access.
- 5.10 Following the inspection a tree risk management strategy should be developed by a qualified arboriculturist which will differentiate between frequency of inspection and thresholds of tolerable risk proposed by tree stock.

Site Cleansing

- 5.11 A litter pick of the Site will be carried out monthly. All litter will be removed and disposed of in an authorised manner.

Chemical Use and Weeding

- 5.12 It should be recognised that plants considered as weeds can provide suitable habitat for invertebrates.
- 5.13 Ragwort and thistles are important food sources pollinators, provide seeds for birds and habitat for a range of invertebrates. Weeding should be an adaptive process. Monitoring of habitats will identify occurrence of problem species and if any species is becoming over-dominant or problematic appropriate action should then be taken.

- 5.14 Weed control where feasible should be undertaken by hand pulling, however in certain instances herbicide may be the most effective measure to remove unwanted species. Where herbicide application is undertaken this should be in small, controlled areas and should only target the undesirable species. Herbicides should comply with the Control of Pesticides Regulations as amended (1997) and be on the current list of approved products.
- 5.15 Consideration would need to be given to the fact that chemicals can prevent growth of grasses and woody species in landscape schemes.
- 5.16 Fertiliser is not to be applied to any of the meadow areas in order to conserve the development of a diverse sward.

Existing Trees and Vegetation

Management Intentions

- 5.17 There are three existing scattered and mature sycamore trees present along the south-western Site boundary, which will be retained within the development proposals. The mature trees may present potential roosting features for bat species and nesting habitat for birds.
- 5.18 The current condition of the existing trees and vegetation (referred to as rural trees within the Biodiversity Metric 4.0 – Blackburn Road, Edenfield) is moderate, and will be managed to maintain their current condition.

Capital Works

Retrenchment

- 5.19 The three trees at the Site are mature trees, which increases their significance. Tree reduction, including by destructive pruning or veteranisation will be preferred to tree removal.
- 5.20 Trees identified as in decline will be retained unless safety concerns require them to be removed. Works to manage the decline of mature trees may be undertaken and will seek to preserve the largest amount of the remaining tree for the longest possible time.
- 5.21 Coronet cuts and other veteranisation methods will be used where appropriate. Major limbs and deadwood from retrenchment pruning will be laid beneath the canopy but brash may be removed and used elsewhere on the Site to form habitat piles.

Maintenance Operations

Formative Pruning

- 5.22 Pruning to facilitate the development of good form and to remediate developing structural defects will be undertaken at the discretion of a qualified arboriculturist and form part of Tree Risk Management (sections 4.34 to 4.47).
- 5.23 Tree and branch failures will be removed where they present an obstruction or hazard.

Crown Maintenance

- 5.24 Crown lifting above marked, surfaced vehicle and pedestrian routes may be undertaken as necessary. Crown lifting for pedestrian access will be to 2.4m. Crown lifting for vehicle access will be dependent on the size of vehicle up to a maximum of 5.2m.

Weed Control

- 5.25 Mowing and strimming of the amenity grass areas adjacent to tree planting will be undertaken with care to avoid damage to buttresses, bark and surface roots.

Proposed Woodland Planting

Management Intentions

- 5.26 Creation of broadleaved woodland in the off-site mitigation area will provide foraging and nesting opportunities for bat and bird species once established and maximise BU delivery. Native woodland mix will include species such as common hazel and rowan, and will be planted as transplants or feathered trees.
- 5.27 Tree planting will be subject to additional maintenance during the establishment period (for the first 5 years) and thereafter managed to encourage healthy development.
- 5.28 Proposed woodland planting (referred to as Other Woodland; Broadleaved Biodiversity Metric 4.0 – Blackburn Road, Edenfield) will reach moderate condition, and will be achieved by a target date of 15 years.

Table 2: BNG Target Condition Criteria for Proposed Woodland Planting (Other Woodland; Broadleaved)

Woodland UKHab Community: Other woodland; broadleaved		Current Condition: N/A	Target Condition: Moderate	Time to achieve target condition: 15 years
Condition Assessment Criteria		Proposed	Management Intentions	
A	Age distribution of trees	1	Develop at least one age class through planting of whips and seedlings in the native tree mix.	
B	Wild, domestic, and feral herbivore damage	3	Implement protective guards on new planting to mitigate against rabbit or deer foraging. Review any damage where relevant and implement further interventions if required i.e. protective fencing. Replacement of failed planting as required if damage is extensive.	
C	Invasive plant species	3	Management will monitor the presence of INNS and will control and remove infestations where required.	
D	Number of native tree species	3	All trees within this area are native species. Management will review species composition to ensure that no monocultures are formed.	
E	Cover of native tree and shrub species	3	All trees and shrub species within this area are native species. Management will review species composition to ensure that no monocultures are formed.	
F	Open space within woodland	3	Review of woodland density will inform appropriate management interventions, e.g. woodland thinning.	

Woodland UKHab Community: Other woodland; broadleaved		Current Condition: N/A	Target Condition: Moderate	Time to achieve target condition: 15 years
G	Woodland regeneration	1	Ensure that regeneration includes all three classes present in woodland. Trees 4-7cm diameter at breast height (dbh), saplings are present and good amount of coppiced growth is managed on a rotation.	
H	Tree health	3	Remove any diseased trees. Monitor woodland to ensure tree mortality is <10% with no pests, disease or crown die back.	
I	Vegetation and ground flora	1	Increase seeding and bulb planting within all woodland compartments and manage tree density, opening areas up to encourage a more diverse ground flora.	
J	Woodland vertical structure	2	Management will involve thinning and coppicing existing trees and allowing natural regeneration.	
K	Veteran trees	1	N/A	
I	Amount of deadwood	2	Promote deadwood habitat and facilitate approximately 25-50% in all compartments through habitat piles, standing deadwood and retaining dead branches and stumps.	
M	Woodland disturbance	3	Monitor woodland for any signs of excessive damage or disturbance, and implement appropriate intervention as required.	

Maintenance Operations

Weed Control

- 5.29 To reduce excessive competition, a weed free area will be retained around tree planting to a diameter of 0.5m around the base. Planted area is to be spread with 75mm depth of bark mulch, which will be replenished annually until the trees have established successfully (years 1-5).
- 5.30 Weed control where feasible should be undertaken by hand pulling and should remove all dominant weeds such as docks, thistles, nettles, ragwort and willowherb. However, in certain instances, herbicide maybe the most effective measure to remove unwanted species. Where herbicide application is needed this should be in small, controlled areas and should only target the undesirable species. Herbicides should comply with the Control of Pesticides Regulations as amended (1997) and be on the current list of approved products.

Re-firming

- 5.31 Newly planted trees will require re-firming as required.

Rabbit Guards

- 5.32 Planting to include suitable rabbit protection for trees and native shrubs. Trees will be planted with 50mm x 750mm spiral guards and secured with bamboo canes. Spiral guards will be checked during monthly site inspections for signs of damage by browsing animals and replaced as necessary.
- 5.33 Spiral guards will be removed following the establishment period, approximately in Year 5.

Stakes and Ties

- 5.34 Where trees are staked, the stakes and ties will be checked quarterly, and it is anticipated that they will need adjusting at least twice annually. Any broken or damaged stakes will be replaced and ties re-fixed at a slightly lower position, allowing for growth since planting.
- 5.35 Remove stakes as necessary, when the tree is suitably established, approximately in Year 5.

Pruning

- 5.36 Pruning will be undertaken to clear deadwood, promote healthy growth and produce desired growth of flowers, fruit, foliage or winter colour as appropriate. Dead, broken, damaged, diseased branches will be removed. Pruning will also include for clearing out crossing branches and branches growing toward the middle of the plant. Pruning will be carried out between December and February.

- 5.37 Any plants subject to vandalism or storm damage should be pruned straight away.
- 5.38 In the long term, consideration will be given to active management, e.g. cyclical thinning and coppicing to create greater structural diversity.

Watering

- 5.39 Watering may be required during periods of drought in the first couple of years following planting. Water should be applied to the base of the tree and should not be more than 20 litres every other day, as required, between April and September.

Replacement of Failed Planting

- 5.40 Failed planting will be removed and replaced with the same species between November and March for deciduous species and between September and April for evergreen species.
- 5.41 If there is a continuous failure of a certain species, this will be reviewed and, if appropriate, an alternative appropriate species will be planted instead.

Constraints

- 5.42 Any works required will be undertaken outside of the bird nesting season, between September and February. Should any works be required within the bird nesting season (March to August inclusive) an assessment will be undertaken by a suitably qualified ecologist before any works commence.

Proposed Woodland Edge Planting

Management Intentions

- 5.43 Woodland edge planting will surround the proposed woodland to create a transitional zone between the woodland and the surrounding open space, which will enhance biodiversity. Woodland edge planting will include common hawthorn, holly, rowan, and elder.

Management Operations

- 5.44 See Management Operations for Proposed Woodland Planting (5.29 – 5.42).

Proposed Wet Woodland Planting

Management Intentions

- 5.45 Wet woodland edge planting will be implemented to the west of the proposed woodland planting. This will include species including black alder, downy birch, goat willow, and guelder rose which are suited to the wetter ground conditions.

Management Operations

- 5.46 See Management Operations for Proposed Woodland Planting (5.29 – 5.42).

Existing Modified Grassland

Management Intentions

- 5.47 Small areas of modified grassland will be retained along the southern boundary and eastern corner of the Site, to facilitate safe public access to the area. Open areas of grassland will be managed as required to maintain a tidy appearance as well as facilitating safe public usage.
- 5.48 The current condition of the existing modified grassland (referred to as modified grassland within the Biodiversity Metric 4.0 – Blackburn Road, Edenfield) is moderate, and will be managed to maintain its current condition.

Maintenance Operations

Grass Cutting

- 5.49 The grass will be kept as medium 'walk on' length of 35-50 mm. Arisings will be removed and disposed of appropriately.

Cultivating and Re-seeding

- 5.50 Any bare ground will be cultivated and re-seeded as required to successfully establish sward. This will be carried out twice annually between August and October.

Weed Control

- 5.51 Weed control will be undertaken annually between April and September and where feasible should be undertaken by hand pulling and should remove all noxious weeds such as docks, thistles, nettles, ragwort and willowherb.
- 5.52 In certain instances, herbicide maybe the most effective measure to remove unwanted species. Where herbicide application is needed this should be in small, controlled areas and should only target the undesirable species. Shields should be used as appropriate to prevent drift into sensitive areas. Herbicides should comply with the Control of Pesticides Regulations as amended (1997) and be on the current list of approved products.

Enhanced Other Neutral Grassland

Management Intentions

- 5.53 An area of modified grassland in moderate condition will be enhanced to Other Neutral Grassland in moderate condition. The area will be seeded with Marches meadow grass seeding mix (EM33).
- 5.54 This area of wildflower meadow is proposed to introduce ecological diversity and valuable wildlife habitats. The timing and frequency of grass cuts will be determined by management procedures required to maximise conservation benefits of desirable flora species and maintaining grassland habitats.
- 5.55 The current condition of the existing grassland (referred to as modified grassland within the Biodiversity Metric 4.0 – Blackburn Road, Edenfield) is moderate, and will be enhanced to Other Neutral Grassland habitat in moderate condition by the target date of 10 years.

Table 3: BNG Target Condition Criteria for Wildflower Grassland (Other Neutral Grassland)

Grassland Med High and V.High UKHab Community: Other neutral grassland		Current Condition: Modified grassland - Moderate	Target Condition: Other neutral grassland - Moderate	Time to Achieve Target Condition: 10 Years
Condition Assessment Criteria		Proposed	Management Intentions	
A	The grassland is a good representation of the habitat type it has been identified as, based on its UKHab description	Pass	Long-term monitoring will review the establishment of floral species. Continuous failure will require the seeding mix to be reviewed and amended as appropriate to ensure establishment.	

Grassland Med High and V.High UKHab Community: Other neutral grassland		Current Condition: Modified grassland - Moderate	Target Condition: Other neutral grassland - Moderate	Time to Achieve Target Condition: 10 Years
B	Sward height is varied (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.	Fail	N/A	
C	Cover of bare ground is between 1% and 5%, including localised areas.	Fail	N/A	
D	Cover of bracken is less than 20% and scrub is less than 5%	Pass	No bracken is present on the site; however, where identified during long-term monitoring, bracken will be managed accordingly.	
E	Combined cover of species is less than 20% and cover of scrub is less than 5%	Pass	Scrub encroachment will be monitored during monthly site inspections; reduction of scrub will be undertaken if coverage exceeds 5% of the grassland area.	
F	There are 10 or more vascular plant species per m ² present, including forbs that are characteristic of the habitat type.	Pass	Long-term monitoring will review the establishment and diversity of floral species, scarify and oversow with additional wildflower seed if needed. Continuous failure will require the proposed seeding mix to be reviewed and amended to ensure plant species are reflective of the intended habitat type. If persistent failing of a particular species occurs undertake soil sampling and amend species list.	

Capital Works to Grassland Areas

- 5.56 Capital works will be required to assist in developing the floristic diversity of the grassland areas. To increase growth of herb species and wildflower diversity within grassland swards, grazing animals will be removed from the Site.
- 5.57 The fields will be topped in spring to a height of 7cm with all arisings removed.
- 5.58 During the summer weed control will be undertaken across all habitat parcels and will remove all unwanted perennial weeds including docks and other injurious weeds. Where possible, weeds will be dug out and removed from site.
- 5.59 A hay cut will be undertaken in late summer with arisings collected and removed from site to reduce nitrogen re-entering the soil from the cut sward. Following the hay cut if weather conditions are favourable for grass, it may be necessary to complete another cut in September/October, flailing the vegetation as low as possible with arisings collected and removed.
- 5.60 Following the cut and collect the grassland areas will be harrowed and scarified to break up the thatch and create areas of bare soil, providing the opportunity for herbs and forbs to develop within the perennial grasses.

Overseeding

- 5.61 After harrowing in autumn, the area will be overseeded with the EM33 Marches Meadow Mix immediately. The wildflower mix will consist of 100% wildflower and will include yellow rattle at a minimum of 5% of the total percentage.

Capital Works Monitoring

- 5.62 The Site may initially be highly nutrient rich due to its previous land use and may require nutrient stripping for a few years prior to overseeding. Monitoring will be implemented to review the capital works completed to inform adaptive management that may be required to establish the meadow grassland, which may involve soil stripping if soil nutrient enrichment is identified as an issue on-site.
- 5.63 Areas of direct planting are recommended to support establishment if soil nutrients are high. Further hay cuts per year to may also be required to reduce fertility to a level that wildflowers and yellow rattle can become established.

Maintenance Operations

Grass Cutting

- 5.64 The wildflower sward will be cut to a height of no less than 150mm every 8 weeks between April and September in the first year. Arisings will be collected and removed off-site.

- 5.65 From year two onwards, the grass will be cut annually once seed heads have dropped in late September.
- 5.66 Arisings will be left in situ for 24 hours to allow flower seed to disperse. The arisings will then be raked and removed from the Site to prevent nutrient enrichment and to retain the desired species composition.
- 5.67 Grass cutting will be avoided between mid-March and August (inclusive) to prevent risk of disturbance and destruction to nesting birds.

Cultivating and Re-seeding

- 5.68 Any bare ground will be cultivated and re-seeded as required to successfully establish sward. This will be carried out twice annually between August and October.

Weed Control

- 5.69 Weed control will be undertaken annually between April and September and where feasible should be undertaken by hand pulling and should remove all noxious weeds such as docks, thistles, nettles, ragwort and willowherb.
- 5.70 In certain instances, herbicide maybe the most effective measure to remove unwanted species. Where herbicide application is needed this should be in small, controlled areas and should only target the undesirable species. Shields should be used as appropriate to prevent drift into sensitive areas. Herbicides should comply with the Control of Pesticides Regulations as amended (1997) and be on the current list of approved products.

Fertiliser Use

- 5.71 Fertiliser is not to be applied to any of the wildflower areas to conserve the development of a diverse sward.

Reduction of Scrub

- 5.72 An annual visual inspection in September will determine whether scrub is encroaching onto neighbouring grassland.
- 5.73 Where reduction of coverage is required, scrub growth will be controlled along its advancing face using brush cutters, arisings will be chipped and used sustainably on site for mulching. If required dominant weed species will be hand pulled.
- 5.74 Scrub cutting will be scheduled at a time when there is no risk of disturbing breeding or nesting birds or mammals and to enable berry-bearing scrub species to fruit for the benefit of foraging wildlife (e.g. between December and early February).
- 5.75 In the long term, consideration will be given to active management, e.g. cyclical cutting of 5% annually to create greater structural diversity.

INNS Monitoring

- 5.76 Monthly site inspections will monitor for future INNS infestations and implement appropriate management interventions if identified.

Public Access

- 5.77 There are public rights of way (PROWs) crossing the off-site area (FP1403136 and FP1403140), as shown on the Lancashire County Council Definitive Map, and detailed in Table 1. The PROWs cut across areas proposed for enhanced other neutral grassland.
- 5.78 The PROWs will be retained within the Site and will not interfere with other neutral grassland achieving its proposed moderate condition through appropriate management interventions. A 600mm wide grass strip should be mown through the sward to define the existing PROWs for pedestrians using the Site, to ensure that there is limited trampling on the surrounding grassland.
- 5.79 Monthly site inspections will monitor the grassland surrounding the PROWs to ensure it is establishing successfully.

6.0 Habitat Monitoring and Review Schedule

BNG Monitoring

- 6.1 British Standard 8683 2021 and BNG Good Practice Principles for Development, A Practical Guide¹¹ include the requirement for a robust and detailed monitoring and review strategy to ensure that new and enhanced habitats associated with the BNG design are establishing as expected, and on-going management, and maintenance is being undertaken and that adjustments in management practices can be undertaken if required.
- 6.2 The BNG Good Practice Principles for Development, A Practical Guide requires the organisation responsible for management of the Site and delivering the BU's to 'communicate all net gain activities in a transparent and timely manner, sharing the learning with all stakeholders'. The monitoring report should include clear, timed and measurable objectives for BNG, a commitment to adaptive management (where this is required in response to monitoring) and a formal review process to review success against expectations.
- 6.3 To ensure the delivery of the predicted target conditions and the success of BNG the management organisation may need to employ an adaptive management strategy. If required, this will be evidenced based through ecological monitoring and any required practical steps will be devised by an appropriately qualified and competent person and agreed with the local authority as part of its ongoing monitoring of the habitats within the Site.

Responsibility

- 6.4 As part of practical completion and prior to handover to the agreed management organisation a full site walkover will be completed by the management company and/or a suitably qualified representative. The purpose of the site walk over will be to ensure all new and enhanced landscape and habitat features are implemented to the required standards and where required habitat enhancements have been completed or are underway.
- 6.5 The managing organisation will be responsible for undertaking the informal and formal reviews of this HMMP and updating management and maintenance operations to ensure the long-term success of the habitats and compliance with BNG commitments.
- 6.6 Monitoring reports should be submitted to the local authority at appropriate intervals to demonstrate the management organisations success in delivering the required BNG or if habitats are not achieving the predicted target conditions, reasoning as to

¹¹ [Biodiversity net gain. Good practice principles for development. A practical guide \(cieem.net\)](https://www.cieem.net/biodiversity-net-gain-good-practice-principles-for-development-a-practical-guide)

why and details of appropriate management actions required to amend management and maintenance operations.

Habitats

- 6.7 Habitats which contribute to BNG on site will require monitoring by a suitably qualified and competent person at the required intervals derived from the UK Habitat Condition Assessment Criteria in accordance with the UK Habitat Definitions.
- 6.8 Monitoring will be conducted via a walkover survey and/or ecological assessment for each habitat type at the frequency as detailed in the BNG monitoring program included in the table below and detailed in Appendix C. The Local Planning Authority (Rossendale Borough Council) will be responsible for auditing the results of the monitoring, which will be associated with an auditing fee.
- 6.9 Adaptive management maybe required if habitats are not on track to achieve target condition. Routine monitoring will review key measures to ensure habitats are on track and note trigger points where intervention maybe considered necessary.
- 6.10 The table below provides an overview of the post development habitats and the associated BUs they provide through either retained, enhanced or created habitats. The table also includes the anticipated timeframe when the target condition will be achieved. Further information on monitoring schedules is include in Appendix C.

Table 4: Key Measures for Monitoring Habitat Features: Existing Trees and Vegetation (Rural Trees)

Baseline Habitat Condition	Target Habitat Condition	Monitoring Interval	Anticipated timeframe to achieve BNG
Rural tree - Moderate	Rural tree - Moderate	1, 3, 5, 10, 15, 20, 25, 30	N/A
Key Measures • Ensure the trees are developing successfully; • Ensure that trees show no signs of damage; • Prune as required to maintain form and canopy; and • Ensure that ground vegetation cover underneath tree canopy is healthy and maintained appropriately.			
Trigger	Action	When	
Tree/branch failures	Pruning of failed branches where they present an obstruction or hazard. Crown lifting will be undertaken to ensure safe public access across the Site.	As required. Avoid between mid-March and August if possible (nesting bird season).	

Baseline Habitat Condition	Target Habitat Condition	Monitoring Interval	Anticipated timeframe to achieve BNG
INNS identified in vegetation under tree canopy	Complete a full INNS survey of the Site and record all INNS. Develop a suitable species-specific treatment methodology and management plan for removal of INNS.		INNS Survey to be completed between April and September when plants are identifiable

Table 5: Key Measures for Monitoring Habitat Features: Proposed Woodland Planting (Other Woodland; Broadleaved)

Baseline Habitat Condition	Target Habitat Condition	Monitoring Interval	Anticipated timeframe to achieve BNG
N/A	Other woodland; broadleaved - Moderate	1, 3, 5, 10, 15	15 Years
Key Measures • Ensure the species selected are establishing successfully; • Ensure that trees show no signs of damage; • Prune as required to maintain form and canopy; • Replace failed planting; consider replacing with alternative species if failure rates of a particular species are high; and • Ensure that woodland understorey below tree canopies is healthy and maintained appropriately.			
Trigger	Action	When	
More than 20% of new planting is failing	Replace failed plants with a suitable alternative species.	Planting should commence during the dormant season.	
Presence of INNS	Complete a full INNS Survey of the Site and record all INNS. Develop a suitable species-specific treatment methodology and management plan for removal of INNS.	INNS Survey to be completed between April and September when plants are identifiable.	
Evidence of animal browsing	Monitor spiral guards and protective measures and replace as required to reduce damage.	As required - all year round.	

Table 6: Key Measures for Monitoring Habitat Features: Existing Modified Grassland (Modified Grassland)

Baseline Habitat Condition	Target Habitat Condition	Monitoring Interval	Anticipated timeframe to achieve BNG
N/A	Modified grassland: Moderate	1, 3, 5, 10, 15, 20, 25, 30	N/A
Key Measures • Ensure management and grass cutting (cut to 35-50mm) operations are being undertaken regularly as detailed in Chapter 5.0; • Carry out reseedling as required to establish sward, maintain species composition, and reduce bare ground coverage; • Monitor sward heights, distribution of species diversity, and prevalence of weeds or INNS.			
Trigger	Action	When	
Bare ground coverage is high	Reseed as required to re-establish sward and ensure there is less than 10% coverage of bare ground.	Between August and October.	
Presence of INNS.	Complete a full INNS Survey of the Site and record all INNS. Develop a suitable species-specific treatment methodology and management plan for removal of INNS.	INNS Survey to be completed between April and September when plants are identifiable.	

Table 7: Key Measures for Monitoring Habitat Features: Enhanced Other Neutral Grassland (Other Neutral Grassland)

Baseline Habitat Condition	Target Habitat Condition	Monitoring Interval	Anticipated timeframe to achieve BNG
Modified grassland: Moderate	Other neutral grassland: Moderate	1, 3, 5, 10	10 Years
Key Measures • Ensure the species in the selected seed mix are establishing successfully;			

Baseline Habitat Condition	Target Habitat Condition	Monitoring Interval	Anticipated timeframe to achieve BNG
- Ensure management and grass cutting (cut to 150mm) operations are being undertaken regularly as detailed in Chapter 5.0; - Carry out reseedling as required to establish sward, maintain target species composition, and reduce bare ground coverage; and - Monitor for scrub encroachment, excessive weeds, or INNS and cut back/remove where required; and - Ensure paths are regularly mown through the grassland for public use, particularly along the PROW, to reduce trampling pressure on the grassland.			
Trigger	Action	When	
Less than 10 plant species per m ² present within the sward	Scarify and oversow with additional wildflower seed. If persistent failing of a particular species occurs undertake soil sampling and amend species list.	Autumn.	
Evidence of grassland trampling/ public not sticking to mown paths	Ensure 600m strip of grassland is mown along the PROWs to ensure they are accessible and visible to the public. Review grassland condition during monthly site monitoring and amend frequency of grass mowing if required.	All times of year.	

Site Wide Monitoring

- 6.11 The below table includes key measures for monitoring landscape and community features within the Site to ensure the Site continues to support the needs and requirements of its site visitors.

Table 8: Key Measures for Monitoring Landscape Features

Feature	Key Measures
Site Wide	Is the landscape establishing well and attractive to residents and wildlife overall? Is the Site in a clean and tidy condition? Is public access to the Site maintained? Are there any health and safety hazards / deficiencies which require rectification?

Feature	Key Measures
	Does the Site comply with the relevant environmental and health and safety legislation (as set out in Appendix B of this HMMP)? Are there any instances where planting is repeatedly failing? If so, has an arboricultural consultant or landscape architect been consulted with to specify an alternative species?



Appendix A: Landscape Maintenance Schedules

INTER

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*Bird breeding and nesting season (March to August inclusive) no works that may have an impact on nesting birds are to be undertaken

Activity	Frequency per Annum	Years	Indicative Timing of Operation											
			J	F	M	A	M	J	J	A	S	O	N	D
Inspections, Surveys and Cleansing														
Health and Safety														
Undertake a formal inspection to review hazards identified by original assessment.	12	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Specialist Surveys														
Instruct a trained arboriculturist to undertake a tree hazard and condition survey of mature trees.	0.3	Every 3 years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Site Cleansing														
Cleanse the whole site monthly.	12	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Remove fly-tipping and graffiti as soon as possible.	As required	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Soft Landscape Elements														
Existing Trees and Vegetation														
Capital Works to Existing Trees and Vegetation														
Retrenchment, veteranisation, and formative pruning of existing trees.	N/A	Every 5 years	✓	✓								✓	✓	✓
Operational Operations														
Formative pruning of existing trees.	As required	All years	✓	✓								✓	✓	✓
Crown lifting to be undertaken as necessary.	As required	Every 5 years	✓	✓								✓	✓	✓
Mowing and strimming of amenity grass areas adjacent to tree planting will be undertaken with care to avoid damage to tree buttresses, bark and roots.	As required	All years	✓	✓								✓	✓	✓
Proposed Woodland Planting														
Top up mulch to maintain a depth of 75mm around the base of all young plants.	1	1 to 5										✓	✓	
Re-firm newly planted trees as required.	1	1 to 5	✓	✓								✓	✓	✓
Replace any damaged or missing spiral guards and canes.	1	1 to 5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Remove rabbit guards and canes.	1	Year 5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Check stakes and ties quarterly, adjust twice annually.	4	1 to 5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Replace any damaged or missing stakes and ties.	1	1 to 5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Remove stakes and ties.	1	Year 5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Formative prune to maintain health and vigour.	N/A	All years	✓	✓								✓	✓	✓
Water new planting.	As required	1 to 5				✓	✓	✓	✓	✓	✓			
Replace failed or damaged deciduous species.	1	1 to 5	✓	✓	✓								✓	✓
Replace failed or damaged coniferous/evergreen species.	1	1 to 5	✓	✓	✓	✓						✓	✓	✓
Proposed Woodland Edge Planting														
Top up mulch to maintain a depth of 75mm around the base of all young plants.	1	1 to 5										✓	✓	
Re-firm newly planted trees as required.	1	1 to 5	✓	✓								✓	✓	✓
Replace any damaged or missing spiral guards and canes.	1	1 to 5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Remove spiral guards and canes.	1	Year 5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Check stakes and ties quarterly, adjust twice annually.	4	1 to 5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Replace any damaged or missing stakes and ties.	1	1 to 5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Remove stakes and ties.	1	Year 5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Formative prune to maintain health and vigour.	N/A	5 to 10	✓	✓								✓	✓	✓
Water new planting.	As required	1 to 5				✓	✓	✓	✓	✓	✓			
Replace failed or damaged deciduous species.	1	1 to 5	✓	✓	✓								✓	✓
Replace failed or damaged coniferous/evergreen species.	1	1 to 5	✓	✓	✓	✓						✓	✓	✓
Proposed Wet Woodland Planting														
Top up mulch to maintain a depth of 75mm around the base of all young plants.	1	1 to 5										✓	✓	
Re-firm newly planted trees as required.	1	1 to 5	✓	✓								✓	✓	✓
Replace any damaged or missing spiral guards and canes.	1	1 to 5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Remove spiral guards and canes.	1	Year 5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Check stakes and ties quarterly, adjust twice annually.	4	1 to 5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Blackburn Road, Edenfield (Off-Site)
Landscape Maintenance Schedules
TEP Ref: x11020.002



Key

✓ Works to be carried out in these months

Works not to be carried out in these months

*Bird breeding and nesting season (March to August inclusive) no works that may have an impact on nesting birds are to be undertaken

Activity	Frequency per Annum	Years	Indicative Timing of Operation											
			J	F	M	A	M	J	J	A	S	O	N	D
Replace any damaged or missing stakes and ties.	1	1 to 5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Remove stakes and ties.	1	Year 5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Formative prune to maintain health and vigour.	N/A	5 to 10	✓	✓							✓	✓	✓	✓
Water new planting.	As required	1 to 5				✓	✓	✓	✓	✓	✓			
Replace failed or damaged deciduous species.	1	1 to 5	✓	✓	✓								✓	✓
Replace failed or damaged coniferous/evergreen species.	1	1 to 5	✓	✓	✓	✓					✓	✓	✓	✓
Existing Modified Grassland														
Cut (35-50mm) fortnightly during the growing season and remove arisings from the Site.	16	All years				✓	✓	✓	✓	✓	✓			
Cultivate and re-seed as required.	As required	1 to 5								✓	✓	✓		
Weed control via hand pulling where possible.	1	All years				✓	✓	✓	✓	✓	✓			
Enhanced Other Neutral Grassland														
General Works to Grassland Areas														
All areas to be topped to a height of 7cm with all arisings removed.	1	Year 1			✓	✓	✓							
Weed control across all grassland areas.	1	Year 1							✓	✓	✓			
Hay cut to be conducted with all arisings removed.	1	Year 1									✓	✓	✓	
Grassland areas to be harrowed and scarified.	1	Year 1									✓	✓	✓	
Grassland areas to be overseeded with wildflower mix.	1	Year 1							✓	✓	✓			
Grassland Maintenance														
Cut (150mm) every 8 weeks in first year. Arisings removed off-site.	8	Year 1				✓	✓	✓	✓	✓	✓			
Cut (150mm) once annually following establishment. Arisings removed off-site.	1	Year 2+				✓	✓	✓	✓	✓	✓			
Cultivate and re-seed as required to establish sward, twice a year.	2	1 to 5								✓	✓	✓		
Weed control via hand pulling where possible.	1	All years				✓	✓	✓	✓	✓	✓			
Annual visual inspection to determine any dominant species or scrub encroachment.	1	All years									✓			
Cut back scrub as required to prevent encroachment onto other landscape types.	N/A	All years	✓	✓										✓
Cut 5% of the scrub back annually.	1	All years	✓	✓										✓
INNS monitoring during monthly site inspections, and removal as required.	12	All years								✓	✓	✓		
600mm grass strip to be mown through grassland along the PROW to reduce excessive trampling on grassland.	4	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Monitoring and Review														
Formal site inspections by managing organisation.	12	All years			✓			✓			✓			✓
Annual site meeting with stakeholders	1	All years	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Formal review of management plan and maintenance operations.	0.2	Every 5 years			✓									

NOTE Glyphosate formulations containing the surfactant Polyethoxylated tallow amine (POEA) should not be used within close proximity to waterbodies or other wetland habitats as it can cause high amphibian larvae mortality.



Appendix B: Legislation Context

Summary of Relevant Legislation

The following legal obligations, among others must be considered in carrying out any management operations:

Legislation	Obligations
Health and Safety Legislation	
The Health and Safety at Work Act (1974)	All operations carried out on the Site must only be undertaken by trained personnel, using methods and equipment approved by the Health and Safety Executive (HSE).
Occupiers Liability Act (1984)	Management organisation must ensure that every reasonable care is taken to remove any risks to both legitimate visitors and to any trespassers. In compliance it will be necessary: • To make sure that all footpaths and any other structures are safe; • To remove any hazardous objects; and • To conduct an annual safety audit in order to identify any further hazards.
Environmental Legislation	
Conservation of Habitats and Species Regulations 2017 (as amended)	The Habitat Regulations for England and Wales assign a greater level of protection to a variety of native species of animals and plants listed. The 2017 Regulations have been amended by the 2019 EU Exit Regulations.
Wildlife and Countryside Act (1981)	There is an obligation to comply with legislation for UK species protected (including amphibians, reptiles and bats) under this Act.
Environmental Protection Act (1990)	There is an obligation to keep the Site free from litter and refuse.
Countryside and Rights of Way Act (2000)	Imposes a new right of access on foot to registered common land and other areas of 'open countryside' which under certain circumstances allows access without being confined to footpaths.
Protected Species	
Amphibians	Great crested newts (GCN) are protected under Schedule 5 of the Wildlife and Countryside Act (1981) as amended and the Conservation of Habitats and Species Regulations 2017 (as amended). Under this legislation it is an offence to intentionally kill, injure or capture GCN. It is also an offence to intentionally or recklessly damage, destroy or obstruct

	access to places used by GCN for shelter or protection or to disturb them whilst they are occupying these habitats.
Birds	All UK wild birds are protected while at the nest under the Wildlife and Countryside Act (1981). Effectively, this means that if removal of habitats (which can include buildings, trees, hedges, scrub and grassland) cannot be timed to avoid the bird breeding season (March to August inclusive), then a survey by a suitably experienced ecologist will be required to ensure no nesting birds will be affected. There is generally no process to gain a licence to disturb nesting birds; therefore, if active nests are present works will need to avoid the area of the nest until the young have fledged.
Bats	Bats and their roosts are protected under Schedule 5 of the Wildlife and Countryside Act (1981) as amended and the Conservation of Habitats and Species Regulations 2017 (as amended).
Badgers	Badgers and their setts are safeguarded under the Protection of Badgers Act (1991). Under this legislation it is illegal to interfere, damage or destroy a sett, obstruct access to a sett, or disturb a badger whilst it is occupying a sett.
Hedgehogs	Hedgehogs are S41 species of principal importance under the NERC Act (2006).
Brown hare	Brown hare are listed as a S41 species of principal importance under the NERC Act (2006).



Appendix C: BNG Monitoring Schedule

Appendix C of HMMP (TEP Ref: x11020.002)
Table of Habitat Monitoring and Reporting

Habitat Condition Assessment undertaken by a suitably qualified ecologist	
Habitat Condition Target	*
Reporting	

Habitat Condition Monitoring					Years																														
Landscape Feature	Biodiversity Metric 4.0 Habitat Feature	Current Condition	Target Condition	Biodiversity Units	Timeframe	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Area Habitats																																			
Existing Trees and Vegetation	Rural tree	Moderate	Moderate	0.8	N/A	★																													
Proposed Woodland Planting	Other woodland; broadleaved	-	Moderate	0.61	15yrs															★															
Existing Modified Grassland	Modified grassland	-	Moderate	2	N/A	★																													
Enhanced Other Neutral Grassland	Other neutral grassland	Moderate	Moderate	6.87	10yrs										★																				

Reporting					Years																														
HMMP updates																																			
BNG Condition Assessment Report and updated HMMP to be submitted to the LPA																																			

EXAMPLE: Habitat Condition Monitoring Assessment Sheet

Date of Assessment:	Assessment number:						
Landscape Feature	Parcel Ref:	UKHab Metric 4.0 Condition Assessment Criteria	Baseline Condition	Target Condition	Monitoring Interval	Anticipated Timeframe to Achieve BNG Target	Biodiversity Units

Condition assessment summary:

Progress towards UKHab and condition summary (is the habitat on course to meet or has met target condition?):

Adaptive management: Any proposed changes to management:

Drawings

Drawing 1: Off-Site Mitigation Area – Detailed Planting Plan
(TEP ref: D11020.001A)

Drawing 2: Existing UK Habitats - Gincroft Lane (Off-Site
Mitigation Area 2) (TEP ref: G9429.023A)

Drawing 3: Proposed UK Habitats - Gincroft Lane (Off-Site
Mitigation Area 2) (TEP ref: G9429.01.008A)

Mitigation Planting Area
Scale 1:500



- Key**
- Existing**
- Trees and vegetation with root protection area
 - Modified grassland
 - Other neutral grassland
- Proposed**
- Woodland planting
 - Woodland edge planting
 - Wet woodland planting
 - Meadow grass seeding mix (ref: EM33)
 - Mown path

Native Woodland Planting Mix:
86nr Betula pendula (Feathered)
172nr Betula pendula
86nr Betula pubescens (Feathered)
172nr Betula pubescens
86nr Corylus avellana
120nr Crataegus monogyna
52nr Ilex aquifolium
86nr Malus sylvestris
86nr Prunus spinosa
86nr Quercus petraea (Feathered)
172nr Quercus petraea
86nr Quercus robur (Feathered)
386nr Quercus robur
86nr Sambucus nigra
172nr Sorbus aucuparia

Wet Woodland Edge Planting Mix:
44nr Alnus glutinosa
44nr Betula pubescens
27nr Salix caprea
27nr Salix fragilis
36nr Viburnum opulus

Woodland Edge Planting Mix:
146nr Corylus avellana
175nr Crataegus monogyna
58nr Ilex aquifolium
146nr Sambucus nigra
58nr Sorbus aucuparia

600mm wide mown grass strip
to define route of existing
Public Right of Way

600mm wide mown grass strip
to define route of existing
Public Right of Way

Overall Plan Scale 1:5000



Notes:

Woodland Mix:
To be planted at 1.5m centres in single species groups of 5-15nr.

Woodland Edge/Wet Woodland Mixes:
To be planted at 1.5m centres in single species groups of 5-7nr.

Bark Mulch:
All planting areas to have 75mm layer of bark mulch.

Root Barriers:
Appropriate root barriers to be installed when planting is proposed within 5mtrs of utilities.

Rabbit Guards:
Planting to include suitable rabbit protection for native shrubs and trees. Trees to be planted with 50mm diameter x 750mm transparent spiral guard. Native shrubs to include mesh Shrub Shelters, 600mm high and 200mm diameter to be secured with bamboo canes (added when planting).

Meadow grass seeding mix:
Existing grass area to be closely cut and scarified to create 50% bare soil patches and overseeded with the seeding mix outlined below in accordance with suppliers instructions.

Meadow Grass Seeding Mix
Mix ref: EM33 Marches Meadow Mix
Supplier: Emorsgate Seeds
Sow rate: 4g/m²

TEP Planting Schedule

Native Woodland Planting Mix

Qty	Name	Form	Height	Age	Breaks	Root	Cntr	Cnts	Mix%
172	Betula pendula	Transplant	60-80cm	1/1		B		1,500	10.00 %
86	Betula pendula (Feathered)	Feathered	175-200cm	2x	5	B		1,500	5.00 %
172	Betula pubescens	Transplant	60-80cm	1/1		B		1,500	10.00 %
86	Betula pubescens (Feathered)	Feathered	175-200cm	2x		B		1,500	5.00 %
86	Corylus avellana	Transplant	60-80cm	1/2	3	B		1,500	5.00 %
120	Crataegus monogyna	Transplant	60-80cm	1/1		B		1,500	7.00 %
52	Ilex aquifolium		60-80cm			C	3L	1,500	3.00 %
86	Malus sylvestris	Transplant	60-80cm	1/1		B		1,500	5.00 %
86	Prunus spinosa	Transplant	60-80cm	1/1	3	B		1,500	5.00 %
172	Quercus petraea	Transplant	60-80cm	1/1		B		1,500	10.00 %
86	Quercus petraea (Feathered)	Feathered	175-200cm	2x	5	B		1,500	5.00 %
386	Quercus robur	Transplant	60-80cm	1/1		B		1,000	10.00 %
86	Quercus robur (Feathered)	Feathered	175-200cm	2x		B		1,500	5.00 %
86	Sambucus nigra	Transplant	60-80cm	1/1	3	B		1,500	5.00 %
172	Sorbus aucuparia	Transplant	60-80cm	1/1		B		1,500	10.00 %
1934									

Wet Woodland Edge Planting Mix

Qty	Name	Form	Height	Age	Breaks	Root	Cntr	Cnts	Mix%
44	Alnus glutinosa	Transplant	60-80cm	1/1		B		1,500	25.00 %
44	Betula pubescens	Transplant	60-80cm	1/1		B		1,500	25.00 %
27	Salix caprea	Transplant	60-80cm	1/1		B		1,500	15.00 %
27	Salix fragilis	Transplant	60-80cm	1/1		B		1,500	15.00 %
36	Viburnum opulus	Transplant	60-80cm	1/2		B		1,500	20.00 %
178									

Woodland Edge Planting Mix

Qty	Name	Form	Height	Age	Breaks	Root	Cntr	Cnts	Mix%
146	Corylus avellana	Transplant	60-80cm	1/2	3	B		1,500	25.00 %
175	Crataegus monogyna	Transplant	60-80cm	1/1	3	B		1,500	30.00 %
58	Ilex aquifolium		60-80cm			C	3L	1,500	10.00 %
146	Sambucus nigra	Transplant	60-80cm	1/1	3	B		1,500	25.00 %
58	Sorbus aucuparia	Transplant	60-80cm	1/1		B		1,500	10.00 %
583									
2695									

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A	Amendments to planting as per GVEU comments	SW	CAH	15.04.25
Rev	Description	Drawn	Approved	Date

THE ENVIRONMENT PARTNERSHIP
401 Faraday Street, Birchwood Park, Warrington WA3 6GA
Tel 01925 844004 e-mail tep@tep.uk.com www.tep.uk.com

Project
Blackburn Road, Edenfield

Title
Off-site Mitigation Area - Detailed Planting Plan

Drawing Number
D11020.001A

Scale See Plan @ A1	Date 05/03/2025
Drawn SW	Checked RJC
	Approved KS



KEY

 Off-site mitigation area boundary

Trees

 Urban tree

Grassland

 Modified grassland

Note:

The locations of habitats and habitat features are indicative.



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A	Amended site boundary.	MG	CT	06/06/2025
Rev	Description	Drawn	Approved	Date



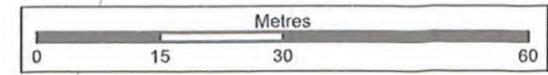
Genesis Centre, Birchwood Science Park, Warrington WA3 7BH
Tel 01925 844004 e-mail tep@tep.uk.com www.tep.uk.com

Project
Blackburn Road, Edenfield

Title
Existing UK Habitats
Off-site Mitigation Area - Gincroft Lane

Drawing Number
G9429.023A

Drawn	Checked	Approved	Scale	Date
MK	CW	KS	1:900 @ A3	06/06/2025





KEY

- Off-site mitigation area boundary
- Urban tree
- Modified grassland
- Other neutral grassland
- Other woodland, broadleaved
- Developed land, sealed surface

Note:
The locations of habitats and habitat features are indicative.

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Based on drawing D11020.091A Off Site Mitigation Planting Plan



A	Amended site boundary.	MG	CT	06/06/2025
Rev	Description	Drawn	Approved	Date

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Tel 01925 844004 e-mail tep@tep.uk.com www.tep.uk.com

Project
Blackburn Road, Edenfield

Title
Proposed UK Habitats
Off-site Mitigation Area - Gincroft Lane

Drawing Number
G9429.01.008A

Drawn	Checked	Approved	Scale	Date
MK	CW	KS	1:900 @ A3	06/06/2025



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ENVIRONMENT
PARTNERSHIP**

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LONDON

8 Trinity Street
London
SE1 1DB

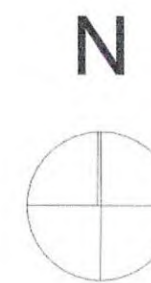
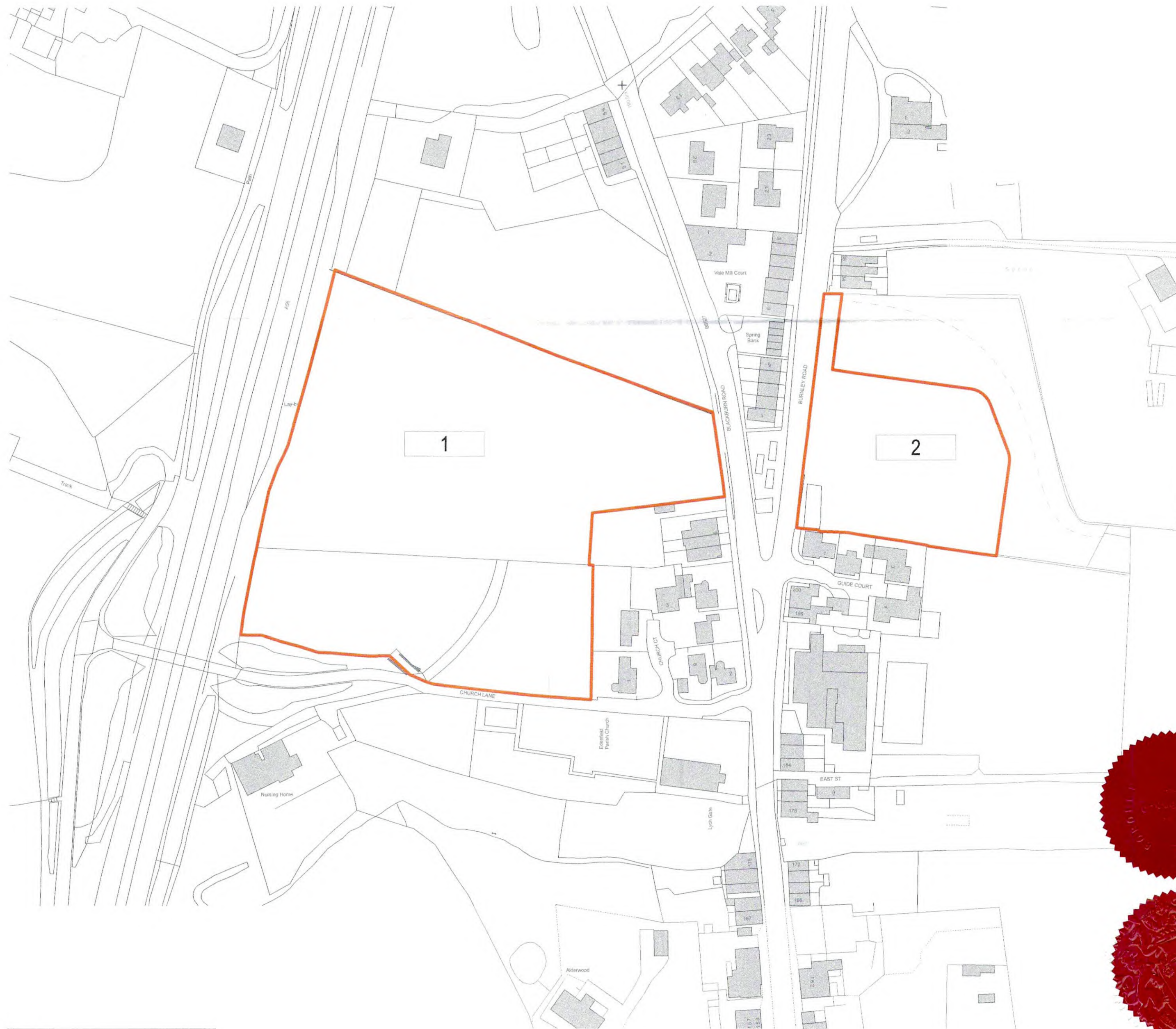
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CORNWALL

4 Park Noweth
Churchtown
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Helston
Cornwall
TR12 7BW

T: 01326 240081
E: cornwall@tep.uk.com

APPENDIX 3
Plan 1



KEY
— Planning boundary

1:1250 @ A2
0m

125m

250m

PLAN 1

NORTHSTONE

Venus, 1 Old Park Ln
Trafford City
M41 7HA

LEGAL

Project:
Edenfield

Drawing Name:
Legal Plan 1

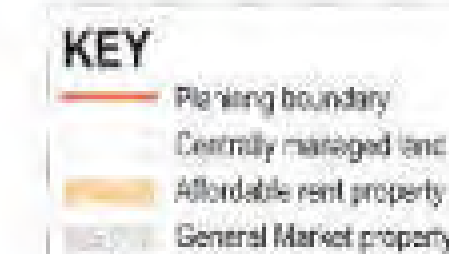
Scale @ A2: 1:1250	Date: Jan 25	Drawn: HF	Checked: -
Drawing No: EF01-L-LP-001			Revision: A

Notes: All specifications, materials and workmanship to be in accordance with current NHBC and Building Regulations. Main drainage to comply with Sewers for Adoption current edition. Highways to be in accordance with Local Authority specification. Do not scale from this drawing. All dimensions to be verified with the drawing office. Print in colour.

APPENDIX 3
Plan 2



114



114

Version 5.0 (Part 1)

LEGAL

Project:
Eulerfield

Local Plan 2

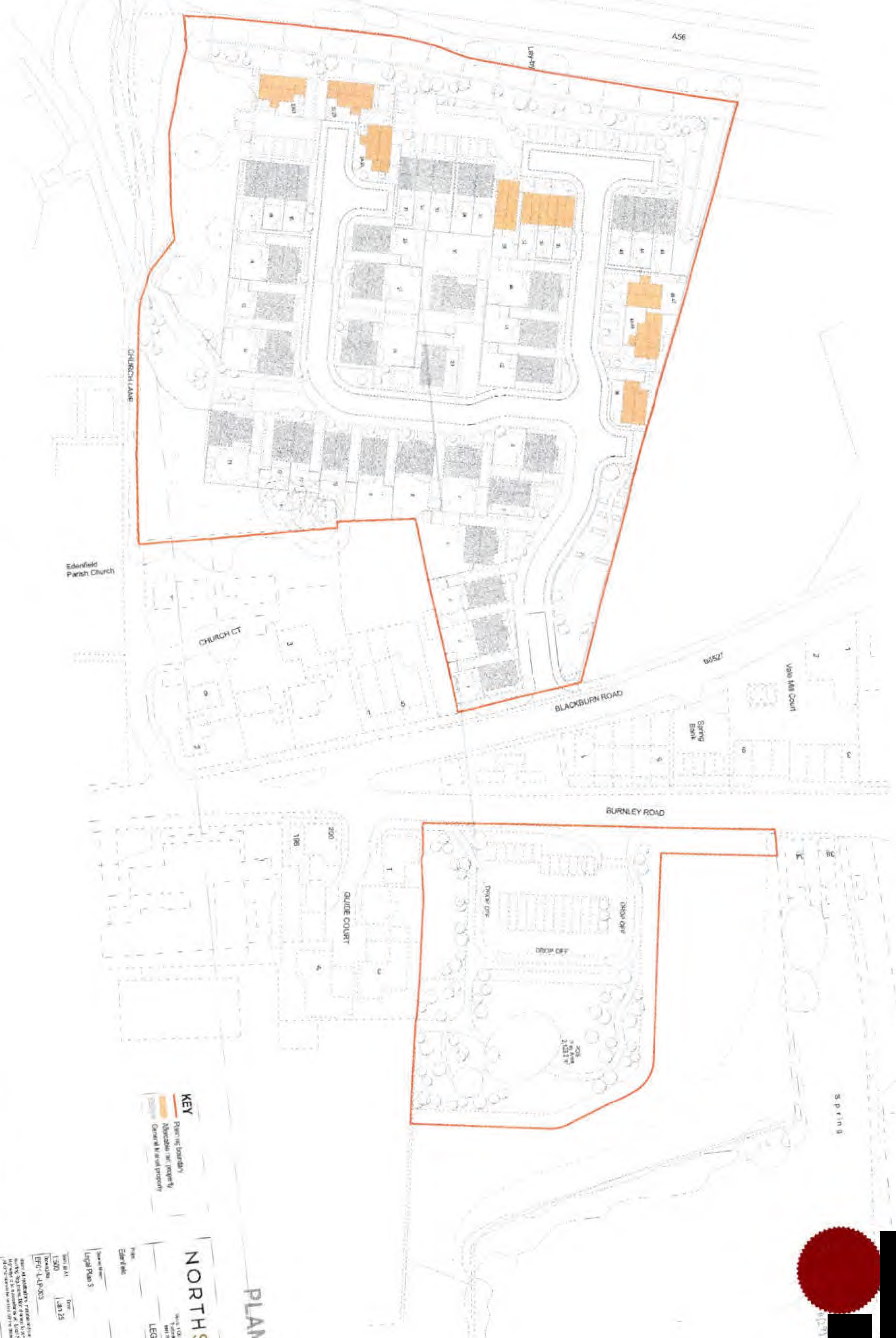
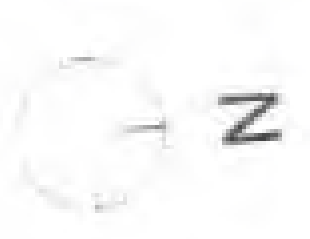
Issue #44	Date:	Version:	Created:
1500	Jan 25	HF	-
Change No:			Revision:
EP01-L-IP-002			D

Source: All specifications, materials and construction shall be in accordance with current HSE and Building Regulations. Make drawings in compliance with Statutory Approved Documents. Drawings to be in accordance with local Authority specifications. Do not scale from the drawing. All dimensions to be as per Building Regulations. Put it in color.

1:500 @ 4"
cm



APPENDIX 3
Plan 3



KEY
Planning boundary
Alleviated air property
General land property

PLAN 3

NORTHSTONE

Page: [Redacted]
Edenfield

LEGAL

Scale: 1:500
Date: 18/12
Drawn: [Redacted]
Checked: [Redacted]

Project: [Redacted]

Location: [Redacted]

Ref: LPP-03

Notes: [Redacted]

Authorised Signatory

[Redacted]

[Redacted]

APPENDIX 3
Plan 4



KEY
— 3rd party land edge



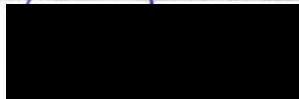
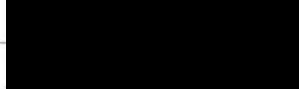
Authorized Signatory

PLAN 4

NORTHSTONE

Venus, 1 Old Park Ln
Trafford City
M41 7HA

LEGAL

Project:			
Edenfield			
Drawing Name:			
Legal Plan 4			
Scale @ A2:	Date:	Drawn:	Checked:
1:1250	Feb 25	HF	-
Drawing No:			Revision:
EF01-L-LP-004			-

Notes: All specifications, materials and workmanship to be in accordance with current NHBC and Building Regulations. Main drainage to comply with Sewers for Adoption current edition. Highways to be in accordance with Local Authority specification. Do not scale from this drawing. All dimensions to be verified with the drawing office. Print in colour.



KEY

- Site boundary
- Page and page number

BNG Management Responsibility

On-site BNG

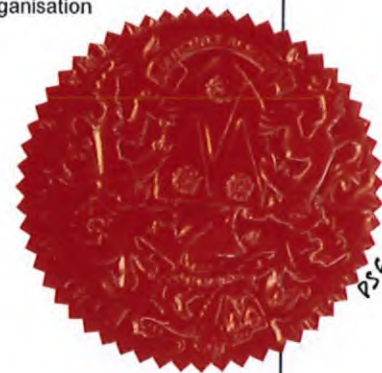
- Managed by management organisation
- Managed by plot owner (back gardens)

Off-site BNG

- Managed by management organisation

Non-BNG Areas

- N/A - other



Plan 5

Authorized Signatory

Proposed development based on EF01-P-SL-001 R Proposed Site Plan 1, Rev 05.
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Rev	Description	Drawn	Approved	Date
A	Updated management areas.	MG	CT	16/06/2025



THE ENVIRONMENT PARTNERSHIP

Genesis Centre, Birchwood Science Park, Warrington WA3 7BH
Tel 01925 844004 e-mail tep@tep.uk.com www.tep.uk.com

Project
Blackburn Road, Edenfield

Title
Long-Term Management Responsibilities Overview

Drawing Number
G11020.002.1A

Drawn	Checked	Approved	Scale	Date
MG	BJ	CT	1:3,200 @ A3	16/06/2025



KEY

Site boundary

Trees

Urban tree

Hedgerows

Native hedgerow

BNG Management Responsibility

On-site BNG

Managed by management organisation

Managed by plot owner (back gardens)

Non-BNG Areas

N/A - other



Proposed development by
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A	Updated management areas.	MG	CT	16/06/2025
Rev	Description	Drawn	Approved	Date



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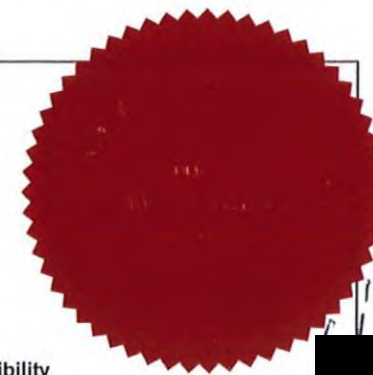
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Project
Blackburn Road, Edenfield

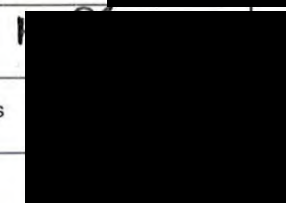
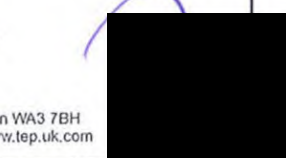
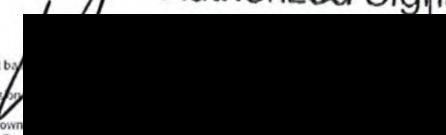
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Long-Term Management Responsibilities
West Site S

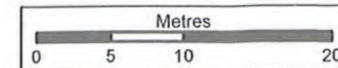
Drawing Number
G11020.002.2A

Drawn	Checked	Approved	Scale	Date
MG	BJ	CT	1:800 @ A3	16/06/2025



Authorized Signatory





KEY

Site boundary

Trees

Urban tree

Hedgerows

Native hedgerow

BNG Management Responsibility

On-site BNG

Managed by management organisation

Non-BNG Areas

N/A - other



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Rev	Description	Drawn	Approved	Date
A	Updated management areas.	MG	CT	16/06/2025



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Tel 01925 844004 e-mail tep@tep.uk.com www.tep.uk.com

Project
Blackburn Road, Edenfield

Title
Long-Term Management Responsibilities
East Site

Drawing Number
G11020.002.3A

Drawn	Checked	Approved	Scale	Date
MG	BJ	CT	1:500 @ A3	16/06/2025



KEY

Site boundary

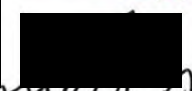
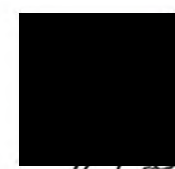
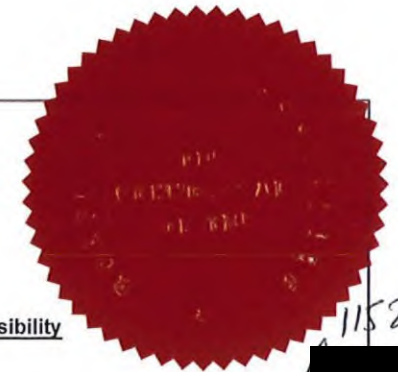
Trees

Urban tree

BNG Management Responsibility

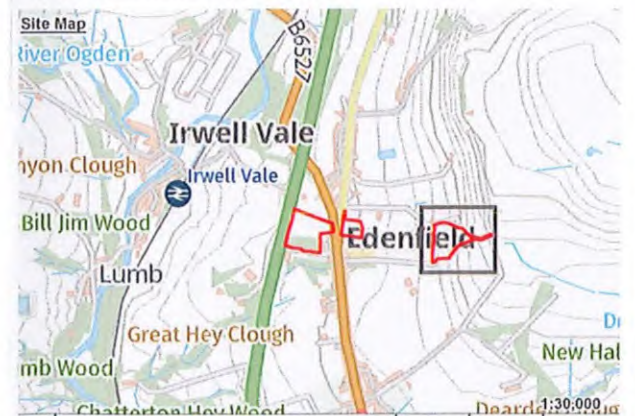
Off-site BNG

Managed by management organisation



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A	Updated management areas.	MG	CT	16/06/2025
Rev	Description	Drawn	Approved	Date



THE ENVIRONMENT PARTNERSHIP

Genesis Centre, Birchwood Science Park, Warrington WA3 7BH
Tel 01925 844004 e-mail tep@tep.uk.com www.tep.uk.com

Project
Blackburn Road, Edenfield

Title
Long-Term Management Responsibilities
Off-site Mitigation Area

Drawing Number
G11020.002.4A

Drawn	Checked	Approved	Scale	Date
MG	BJ	CT	1:1,000 @ A3	16/06/2025

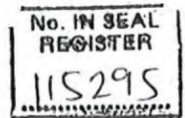
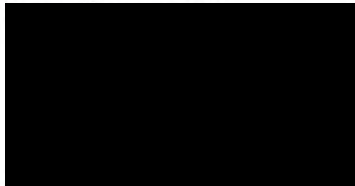
In Witness whereof the Council, the County Council, the First Owner and the Developer have executed this Agreement as a Deed the date and year first before written.

EXECUTED AS A DEED by the

ROSSENDALE BOROUGH COUNCIL

By affixing its common seal in the

Presence of:

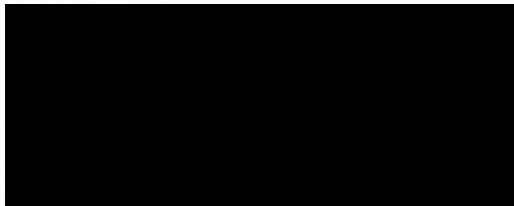


The common seal of LANCASHIRE
COUNTY COUNCIL
was affixed to this deed in the presence
of

)
)
)



Authorised Signatory



EXECUTED AS A DEED by PEEL L&P
INVESTMENTS (NORTH) LIMITED acting
by two directors:

Director:



(name)

(signature)

Director



(name)

(signature)

EXECUTED AS A DEED by NORTHSTONE
DEVELOPMENT LIMITED acting by two
Directors:

Director:

(name)

(signature)

Director

(name)

(signature)