

## **Design and delivery of the Staffordshire and Stoke-on-Trent Great Crested Newt District Licensing Scheme**

### **Memorandum of Understanding between the NatureSpace Partnership and Staffordshire Moorlands District Council**

A partnership between the **NatureSpace Partnership** (NSP) and Staffordshire Moorlands District Council (SMDC) in relation to the design and application for, and subsequent delivery and implementation of the Staffordshire and Stoke-on-Trent Great Crested Newt District Licensing Scheme ('the Scheme').

Effective date:

Initial review date:

#### **Background**

Natural England are now able to grant organisational licences ('District Licences') for great crested newts to Local Planning Authorities (LPAs) to enable them to grant authorisation to developers to work under that Licence at the same time that they grant planning permission for a development. This will remove the need for a separate licensing process and thus save developers considerable time and expense in dealing with great crested newts. District Licensing schemes also improve planning processes and deliver net gain for great crested newts at no extra cost to LPAs. Natural England are conducting national eDNA surveys for great crested newts to provide the evidence base for District Licence applications but expect individual LPAs to do all the preparatory work and to take responsibility for delivery of the District Licence (or to contract this out to third parties).

In 2017/18 a pilot project was set up by NSP, a consortium of the Environment Bank Ltd, Nature Metrics Ltd, the Freshwater Habitats Trust and Amphibian & Reptile Conservation Trust. It obtained great crested newt District Licences for seven local planning authorities in the South Midlands (South Oxfordshire, Vale of White Horse, Oxford City, Milton Keynes, Aylesbury Vale, Central Bedfordshire and Bedford Borough). The strategy developed by the partnership, and its implementation, differs from the basic Natural England model in a number of ways in that it:

- Works across several contiguous LPAs at a landscape scale
- Funds the preparatory work necessary for LPAs to apply for a District Licence
- Creates and administers all of the mechanisms needed for developers to (voluntarily) engage with the process
- Funds the up-front creation of ponds and habitat so that a scheme can be launched where gain precedes loss

- Creates and funds a not for profit Community Benefit Society to work with landowners to deliver pond and habitat creation
- Independently creates and applies a 'newt metric' that embeds the mitigation hierarchy and prescribes in advance planning conditions relating to newts – so that LPAs are not liable for these decisions
- Delivers a ratio of 4 high quality ponds created for every occupied pond lost through a conservation strategy
- Funds the long-term monitoring programme
- Funds the appointment of newt officers in LPAs
- Reacts and adapts to developer uptake

The District Licence is granted to LPAs based on:

- eDNA survey and modelling for great crested newts, which could be commissioned either by Natural England or a third party (such as NSP);
- the design of a spatial conservation strategy to deliver net gain for great crested newts across both Districts and Regions;
- the design and implementation of an operational licensing scheme to fairly and proportionately charge developers that wish to enter the scheme and which meets all legislative and policy planning requirements, designed and delivered by NSP for participating LPAs;
- a commitment to the future implementation, by NSP and a regional Newt Conservation Partnership, of a spatial conservation strategy to ensure that development impacts on the species are mitigated and the conservation status of the species is improved; and
- A detailed Licence application that sets out how the submission meets all the Licensing tests for the region and also delivered by NatureSpace on behalf of the LPAs.

Thus, the preparatory work for applying for, and a LPA receiving, a District Licence is substantial. In previous District Licence applications this preparatory work has taken 8 months and cost £500k, and in the event of a partnership agreement these costs will be borne in their entirety by NSP.

Though there are many advantages for developers in applying to have their work covered by a new great crested newt District Licence, it is not yet mandatory for them to do so – developers can, if they choose, continue to apply for a licence under the existing scheme via Natural England. However, firstly, it is expected that, once the District Licences have been issued to the LPAs, then they will encourage developers to enter the scheme and, secondly, all licensing decisions that *are* made under the new District Licence must then contribute to the spatial conservation strategy and must be delivered through NSP.

This Memorandum of Understanding (MoU) between NSP and SMDC seeks to protect both parties through clear definition of roles and responsibilities. This MoU will apply for the period 18 December 2019 to 18 December 2022, or for as long as any District Licence issued by Natural England is operational.

**Terms:**

1. All signatory parties agree to work together to seek to apply to Natural England for a great crested newt District Licence expected to commence during 2020.
2. The spatial conservation strategy, the Scheme design and metrics, and all other documentation to be submitted to Natural England as the basis for the District Licence application will be funded and delivered by NatureSpace Partnership (NSP), in close co-operation with, and to the satisfaction of, and agreement by, the participating Local Planning Authorities (LPAs).
3. NSP will adhere to the terms of any District Licence subsequently issued and will provide timely and appropriate advice and recommendations to LPAs in accordance with the District Licence. All services and arrangements will be facilitated in an unbiased, independent and transparent manner. NSP will monitor and report on delivery of the spatial strategy to both Natural England and to participating LPAs.
4. Following issuance of a District Licence, participating LPAs agree to promote and publish details of the District Licence service subject to detailed agreement.
5. NSP will pay for all reasonable costs associated with LPA resource needs (on an annual basis, in advance, subject to detailed agreement).
6. Participating LPAs agree to use NSP as the sole provider of District great crested newt licensing services for the duration of this MOU.
7. Participating LPAs agree to work within the guidelines and protocols set out in the District Licence, and to provide information, evaluation and feedback on use of the District Licence to Natural England where requested according to the terms of any District Licence.
8. All parties agree to consult each other in relation to any publicity material that references each party in any way, or the relationship that exists, or any particular development or compensatory site brought about by the pilot via this MoU.
9. All parties agree to share any relevant detail about arrangements or partnerships with other parties that may affect the working relationship or the outcomes of the District Licence application or the Scheme. This must at least include the relevant Local Biological Records Centre(s).
10. NSP and LPAs agree to share with each other relevant mapped information and records that will form the basis of the Scheme.

11. The Partnership Leads listed in Schedule 1 are the main contacts for all parties to use and will be jointly responsible for arranging any meetings required between parties

### **Confidentiality**

Subject to the requirements of the Freedom of Information and Environmental Information legislation/ requests the parties agree not to divulge the details, methodology, processes or inner workings of the District Licence application to third parties without the express permission of all the parties. The parties shall use all reasonable endeavours to ensure that the employees of each of the parties shall observe a similar obligation of confidence.

### **Dispute Resolution**

In the event of any significant dispute arising between any of the parties in relation to any aspect of this MoU, which must be made formal as soon as is reasonable, the named Partnership Leads in Schedule 1 will meet as soon as possible, with additional parties as may be necessary with the agreement of all Partnership Leads, to try and resolve the issue in dispute and ideally within 2 weeks of formal notice of a dispute. If the dispute cannot be remedied by altering the MoU, then either party may terminate the MoU as set out below.

### **Termination**

Any party may terminate the relationship as detailed within this MoU subject to 4 weeks notice given in writing to the other parties specifying the reason. The MoU and any associated terms would no longer apply to that party should this occur. Alternatively, should either a party's business, organisation or department cease to exist then the MoU will be immediately reviewed.

### **Execution**

This MoU has been entered into on the date stated at the beginning of this MoU.

### **Schedule 1 – Partnership Leads**

A named representative from NSP – Sarah Garret

A named representative from SMDC – Arne Swithenbank, Planning Officer & Ecologist

There shall also be a named substitute for each Partnership Lead who can act when that individual is either one of the parties in dispute or cannot be involved for other reasons.

Named Partnership Leads are to be confirmed by the parties to this MoU within one month of signing this MoU.



Signed by

Date:

Print name:

for and on behalf of **NatureSpace Partnership**

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for and on behalf of **Staffordshire Moorlands District Council**