BROMLEY CIVIC CENTRE, STOCKWELL CLOSE, BROMLEY BRI 3UH



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ENVIRONMENT POLICY DEVELOPMENT & SCRUTINY COMMITTEE

Meeting to be held on 25th March 2014

8 b PRE DECISION SCRUTINY OF REPORTS TO THE EXECUTIVE

The Chairman to move that the attached report to the Executive be considered as a matter of urgency so that the Committee can scrutinise the proposals before the Executive is due to take its decision – the Council needs to have claimed the money by 31st March 2015 so to enable the works to be properly planned, consulted on and delivered by that date a decision needs to be taken as soon as possible.

EXECUTIVE

Meeting to be held on Wednesday 2 April 2014

16 GRANT FUNDING FROM FORESTRY COMMISSION TO SUPPORT TWO YEAR WOODLAND IMPROVEMENT PROGRAMME (Pages 3 - 32)

Please see the attached report marked "to follow" on the agenda.

Copies of the documents referred to above can be obtained from www.bromley.gov.uk/meetings



Report No. ES14035

London Borough of Bromley

PART ONE - PUBLIC

Decision Maker: EXECUTIVE

For pre-decision scrutiny by:

Environment PDS Committee on 25 March 2014

Date: 2nd April 2014

Decision Type: Urgent Executive Non-Key

Title: GRANT FUNDING FROM THE FORESTRY COMMISSION TO

SUPPORT THE WOODLAND IMPROVEMENTS PROGRAMME

Contact Officer: Pherenice Worsey-Buck, Community Forest Development Officer

Tel: 020 8461 7521 E-mail: Pherenice.worsey-buck@bromley.gov.uk

Chief Officer: Nigel Davies, Executive Director of Environment and Community Services

Wards: Borough-wide

1. Reason for report

Following a successful grant application by the Borough, an award of £126,420 has been made by the Forestry Commission under its Woodland Improvement Grant scheme. This report outlines the proposed improvements at 30 of the Council's woodland sites, and requests formal agreement to accept the grant funding.

2. RECOMMENDATIONS

That the Executive:

- 2.1 Agrees to accept the £126,420 grant offered by the Forestry Commission to enhance and sustain 30 of Bromley's woodland sites, as identified in Appendix A.
- 2.2 To add the scheme to the capital programme, £77,410 for 2014/15 and £49,010 for 2015/16

Corporate Policy

- 1. Policy Status: Existing Policy
- 2. BBB Priority: Excellent Council; Quality Environment

Financial

- 1. Cost of proposal: £126,420
- 2. Ongoing costs: No additional revenue costs:
- 3. Budget head/performance centre: Parks Development
- 4. Total current budget for this head: £126,420 and £303,590
- 5. Source of funding: Grant funding from the Forestry Commission and existing revenue budget for 2014/15

Staff

- 1. Number of staff (current and additional): 1fte
- 2. If from existing staff resources, number of staff hours: 150 hours

<u>Legal</u>

- 1. Legal Requirement: Not Applicable:
- 2. Call-in: Applicable

Customer Impact

 Estimated number of users/beneficiaries (current and projected): All visitors accessing woodland sites

Ward Councillor Views

- 1. Have Ward Councillors been asked for comments? Not Applicable
- 2. Summary of Ward Councillors comments: N/A

3. COMMENTARY

- 3.1 The Forestry Commission Woodland Improvement Grant (WIG) supports capital investment in woodlands to create, enhance and sustain the social, environmental and economic public benefits that woodlands provide. Each fund is cash-limited within each region, each year, and all land owners are entitled to apply. The grant is not expected to continue beyond 2016 due to further constraints on central Government expenditure. No information on potential replacement grants is yet available. If the Council does not accept this award it is unlikely that grant funding on this scale will be available again for woodland management, particularly for sites that have no Friends Group associated with them.
- 3.2 The London Borough of Bromley is responsible for managing 552 hectares of woodland. A total of 30 woodland sites throughout the borough will benefit from this grant, and approximately one half of these sites have a Friends Group attached to them. Appendix A lists the sites affected by this grant award. Where woodlands have an associated Friends Group, the work will be delivered in partnership with volunteers and by engaging the local community. The allocation of both LB Bromley staffing costs and volunteer labour towards this programme counts towards the match funding identified elsewhere in this report.
- 3.3 The award is based on a schedule of standard costs set by the Forestry Commission. A range of costs for operations and tasks has been independently calculated based on typical scenarios, including materials, labour and supervision costs. The WIG contribution rates are variable and range from a minimum of 50% to a maximum of 80% and is applied to these standard costs to set a grant rate for the work. The rate of grant for a work item is not negotiable.
- 3.4 Bromley's contribution to the grant works will be to the value of £31,605; this will be a combination of expenditure from Council budgets (50%) and an 'in kind' contribution, in the form of existing staff time and work undertaken by Friends and volunteer groups (50%). It is proposed that the expenditure will be met from the Woodlands Estate Works budget and the Nature Conservation Projects budget. The WIG funding also includes provision for £7,500 towards 150 hours of staff time to oversee the work programme and monitoring contracts.
- 3.5 Grant funding would be paid on completion of work, via a claim submitted before the end of each of the two financial years covered by the Grant (2014/15 and 2015/16). The grant is flexible, allowing movement of the work elements between the financial years, with prior agreement from the Forestry Commission. There would be no penalty if works are not completed for any reason, although grant would not be paid for elements outstanding.
- 3.6 The grant conditions require formal Member approval of the project and acceptance of the funding, which must be spent by the end of March 2015 for year 1 and the end of March 2016 for year 2. The grant can only be spent on the specific outcomes set out in 3.9 and 3.10 below, as specified in the Forestry Commission contract.
- 3.7 The terms and conditions of the grant can be found in appendix B. It is worth noting that the work funded by the WIG must be maintained for at least five years from the date of each payment. For works enabling public access, the Council is required to ensure that the areas remain open to the general public, free of charge and accessible between dawn and dusk for a period of 30 years. However if in the unlikely event there was a transfer of ownership, these conditions could be transferred to a third party.
- 3.8 There are two strands to the WIG that have been applied for Woodland Access; and Woodland Biodiversity. The Woodland Access WIG aims to provide and improve facilities for free public access to woodlands where there is a need. The Woodland Biodiversity WIG aims to improve

woodland structure and health through careful thinning based on sound silviculture¹, for wildlife to thrive.

3.9 Woodland Access WIG:

Woodland Access WIG items	2014/15 (£)	2015-16 (£)	TOTAL (£)		
26 Interpretation boards (£1,200 each)	31,200.00		31,200.00		
4 picnic benches with tables (£530 each)	1,060.00	1,060.00	2,120.00		
3 notice boards (£350 each)	525.00	525.00	1,050.00		
2 kissing gates (£380 each)	760.00		760.00		
1033 m of footpath construction over 4 sites (£35 per meter)					
4 benches with back rests (£410 each)	820.00	820.00	1,640.00		
20 post and disk way-markers (£30 each)	300.00	300.00	600.00		
55 routed hardwood way-markers (£60 each)	2,475.00	825.00	3,300.00		
Production of 1500 leaflets promoting woodlands (£500 per 500)	1,500.00		1,500.00		
Total cost of Work	56,717.50	21,607.50	78,325.00		
WIG funding offered	45,374.00	17,286.00	62,660.00		
LB Bromley's Contribution *	11,343.50	4,321.50	15,665.00		

3.10 Woodland Biodiversity WIG:

Woodland Biodiversity WIG items	2014/15 (£)	2015-16 (£)	TOTAL (£)
14.3 hectares of woodland thinning			
work in 19 woodlands (£600 per	8,580.00		8,580.00
hectare)			
30 hectares of holly clearance in 3	4,800.00	19,200.00	24,000.00
woodlands (£800 per hectare)	.,		
9.7 hectares of rhododendron and	47.070.00	4 000 00	04.040.00
laurel control in 7 woodlands (£2,200	17,072.00	4,268.00	21,340.00
per hectare) 9.7 hectares of rhododendron and			
		3,880.00	3,880.00
laurel regrowth respray in 7 woodlands (£400 per hectare)		3,000.00	3,000.00
8.5 hectares of coppicing over 30			
years old in 6 woodlands (£1,200 per	2,040.00	8,160.00	10,200.00
hectare)	2,040.00	0,100.00	10,200.00
1 ha of rhododendron and laurel			
control in 1 difficult site (£3,800 per	3,800.00		3,800.00
hectare)	,		·
1 ha of rhododendron and laurel			
regrowth spray in a difficult site (£400		400.00	400.00
per hectare)			
150 hours of forestry agent time –	3,750.00	3,750.00	7,500.00
supervision of work (£50 per hour)	3,730.00	3,730.00	7,300.00
Total cost of Work	40,042.00	39,658.00	79,700.00
WIG funding offered	32,033.60	31,726.40	63,760.00
LB Bromley Contribution*	8,008.40	7,931.60	15,940.00

¹ The art and science of controlling the establishment, growth, composition, health and quality of woodland vegetation to meet a full range of needs and values

4. POLICY IMPLICATIONS

- 4.1 The Environment Portfolio Plan 2013/16 includes the key aim "Conserve and enhance Bromley's parks and green spaces".
- 4.2 The maintenance, improvements and enhancements funded by this programme, including interpretation and access, are consistent with Bromley's existing Countryside policies

5. FINANCIAL IMPLICATIONS

- 5.1 The Council has been awarded a grant of £126,420 from the Forestry Commission to improve the access and biodiversity of 30 woodlands
- 5.2 The table below summarises the proposed costs of the improvements during 2014/15 and 2015/16

	2014/15 £	2015/16 £	TOTAL £
Woodland Access WIG	45,374.00	17,286.00	62,660.00
Woodland Biodiversity WIG	32,033.60	31,726.40	63,760.00
Total capital grant	77,407.60	49,012.40	126,420.00
LB Bromley Contribution*	19,351.90	12,253.10	31,605.00
	96,759.50	61,265.50	158,025.00

^{*} Revenue budget and 'in kind' staff/volunteer time permitted as match funding

- 5.3 The grant conditions require formal Member approval of the project and acceptance of the funding, which must be spent by the end of March 2015 for year one and the end of March 2016 for year two. The grant can only be spent on the specific outcomes set out in 3.9 and 3.10 above, as specified in the Forestry Commission contract.
- 5.4 The Council is expected to provide match funding of £31,605. This will be met through a combination of an 'in kind' contribution from existing staff time and volunteer time (50%) and the use of the Parks Development budget (50%).
- 5.5 The terms and conditions also require that the work funded by the WIG must be maintained for at least five years from the date of each payment. For works enabling public access, the Council is required to ensure that the areas remain open to the general public, free of charge and accessible between dawn and dusk for a period of 30 years.
- 5.5 It is expected that there will be no additional revenue costs to the Council, as the land is currently maintained using existing budgets.
- 5.6 Officers will be responsible for ensuring that the works are carried out within the agreed timescales, that the grant conditions are adhered to, and that grant claims are submitted by the required deadlines.

Non-Applicable Sections:	Legal and Personnel Implications
Background Documents: (Access via Contact Officer)	Appendix A - List of woodland sites to receive improvements as part of the two-year improvement programme
	Appendix B – Forestry Commission contract setting out terms and conditions

APPENDIX A

- 1.Scadbury Park Nature Reserve Chislehurst
- 2. Langley Nature Reserve Kelsey & Eden Park
- 3. Walden Rec Wood Chislehurst
- 4. Darrick Wood Farnborough & Crofton
- 5.Covet Wood Cray Valley West
- 6.Well Wood Hayes & Coney Hall
- 7. Jubilee Country Park Bickley
- 8. High Broom Wood West Wickham
- 9.Padmal Wood Bromley Common & Keston
- 10. Crofton Wood Farnborough & Crofton
- 11.Elmfield Wood Bromley Common & Keston
- 12.Elmstead Wood Mottingham & Chislehurst North
- 13. Hayes Common Hayes & Coney Hall
- 14. High Elms Farnborough & Crofton
- 15. Marvels Wood Mottingham & Chislehurst North
- 16.Great Thrift Wood Petts Wood & Knoll
- 17.Kingswood Glen Shortlands
- 18.Amhurst Wood Cray Valley West
- 19. Foxbury Wood Chelsfield & Pratts Bottom
- 20.Blyth Road Wood Bromley Town
- 21.Milk Street Wood Plaistow & Sundridge
- 22. Juggs Hill Biggin Hill
- 23.St Pauls Green Chislehurst
- 24.St Pauls Cray Hill Park Cray Valley East
- 25.Bradmanshill Wood Hayes & Coney Hall
- 26. Rushfield Shaw Hayes & Coney Hall
- 27.Lillys Wood Chelsfield & Pratts Bottom
- 28. Fox Hill Shaw Hayes & Coney Hall
- 29. Cheyne Wood West Wickham
- 30. Hobblingwell Wood Cray Valley West

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English Woodland Grant Scheme Contract for Bromley Woodlands

Case Reference

33333

SBI Number

107048047

Date of Approval

18-MAR-2014

End of Felling Approval

18-MAR-2019

Forestry Commission Contact FORESTRY COMMISSION
South East and London
BUCKS HORN OAK
FARNHAM
SURREY
GU10 4LS
Tel 01483 326200
Fax 01420 22082
email adminhub.se@forestry.gsi.gov.uk

English Woodland Grant Scheme contract for

Bromley Woodlands

Case Reference 33333

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	Grant Details	
Woodland Improvement Grant	For details see page	11 to 12
Work Schedule	For details see page	17 to 22
his contract details the following ut this felling work	types of felling. By accepting this contract	ct you will be awarded a Felling Licence to can
Fallian Carat		
Felling Coppice	For details see page	13
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Introductory Statement

This contract defines the work, grant aid and permissions that have been agreed by Forestry Commission England and the Applicant as part of the English

1. Parties to this Contract

This contract is made between the Forestry Commissioners (in all parts of this contract called "us" or "we") and the person or persons listed in the contract (in all parts of the contract called "you" or "the applicant").

2. Signing this contract

By signing this contract you agree to be bound by these conditions. We also agree to be bound by the conditions.

3. Permission for Felling Areas

Where you have proposed felling trees as part of the contract, the Forestry Commission has considered the felling proposals as a Felling Licence Application. By signing this contract, you agree to carry out any restocking which the Forestry Commission may specify in the contract as a condition of the Felling Licence. The Felling Licence will become active when you approve the contract on-line or receive a paper copy approved and signed by the Forestry Commission on

If the Felling Licence relates to trees that are covered by a Tree Preservation Order (TPO) and the existence of the TPO was not declared by you, then the Felling Licence will not cover the felling of these trees and you may commit an offence by felling them.

4. Information

Any general information that you need to give the Forestry Commissioners under this Contract can be given either in writing (and be delivered or sent by post), or by electronic communication to the Forestry Commission at the regional Grants & Regulations offices or National Office Bristol.

If the Forestry Commissioners need to give you general information we will send it either in writing or by electronic communication to you. Unless the Forestry Commissioners have agreed otherwise, they will send it to your address(es) set out in this contract, or to the first of the Applicants named in this contract at the

5. Notice

Any formal notice that you need to give to the Forestry Commissioners under this Contract must be given in writing (and be delivered or sent by post, or via electronic means) to the Forestry Commission at the regional Grants & Regulations offices or National Office Bristol.

If the Forestry Commissioners need to give you formal notice, they will send it in writing to you. Unless the Forestry Commissioners have agreed otherwise, they will send it to your address(es) or via electronic means as set out in this Contract, or to the first of the Applicants named in the Contract at the address given for

6. Entire Agreement

It is accepted by us and by you that no statement or representation of any nature made prior to the Approval Date, as defined in paragraph 12, will form a term or condition of this contract unless set out in writing in this contract.

By signing this contract, you agree to abide by the conditions and undertakings required to comply with the Rural Development Programme for England, as approved by the European Commission or any EC legislation, in particular Council Regulation 1698/2005.

General conditions and other permissions

7. Restrictions on the land

You must tell us if there are any legal or other restrictions affecting the land, which could prevent you from completing the work or maintaining the work. It is your responsibility to find out whether any such restrictions exist and to obtain any necessary approvals or consents.

If you do not tell us about any restriction that may affect the work proposals then we may terminate the contract, pay no further grants and may reclaim grants paid for work already carried out.

8. Funding from other sources

You must tell us if any other public body (including the Heritage Lottery Fund and the European Union) has agreed to fund the work or maintenance or if you are claiming funding from any such body for other work on the land covered by this contract. All grant applications and claims will be "Cross Checked" against other publicly funded grant payments. Where incompatible payments are identified on an area of land, the grant payment or area may be reduced to prevent incompatible payments being made to you. If this happens we will contact you to explain the reasons for any reduction.

9. Historic and Archaeological sites

The work you do must not damage or destroy sites identified in the contract as being of historic or archaeological importance. This contract only provides permission to carry out the operations specified in the Plan on sites of historic or archaeological importance.

There is additional protection for Scheduled Ancient Monuments. If English Heritage have identified the need for Scheduled Monument Consent for certain operations in the contract, or you wish to carry out other operations not specified in the contract, you must secure consent from English Heritage before starting any work.

10. Sites of Special Scientific Interest, National Nature Reserves, Special Protection Areas, Special Areas of Conservation

You must only carry out operations on these sites that we have agreed in the plan. If you want to carry out other operations that are not agreed in the plan then you must get the necessary permission from Natural England.

11. Public access

You must protect all public rights of way over the land. Unless we have agreed otherwise, or the land is "access land" within the meaning of the Countryside and Rights of Way Act 2000, you need not provide any other public access.

Timescale for the contract

12. "Approval Period" to carry out the work

The approval period is the period when work can be carried out. It starts when we sign the contract (the "Approval Date") and expires 5 years after the Approval Date. In order to claim grant, you must carry out our grant-aided work as agreed and submit your claim form to us for that work, together with a map of the area by 31st March of the claim year agreed in the Work Details.

The approval period to carry out tree felling work starts when we sign the contract (the "Approval Date") and expires five years after the Approval Date. Felling permission is granted for ten years from approval date where it is part of an FC approved woodland management plan. Woodland cover must have been re-established within 10 years of tree felling. If you wish to receive any grants that are associated with the felling and restocking approval, you must adhere to the approved financial years for grant payment as set out in the Work Details.

For Woodland Management Grant, operations are approved for the 5 calendar years in which the grant instalments are paid i.e. 1st January to 31st December each year.

13. "Contract Period"

The "Contract Period" is the period of maintenance that you must carry out to meet the conditions of this contract. It starts on the date each grant is paid or, if the grant is to be made in several payments, on the date when the first of those payments is made. The "Contract Period" ends after the following periods, or on such earlier or later date as we may notify to you following an inspection or review of the work to which the payments made under this contract relate.

- * Woodland Creation Grants (for new planting and natural colonisation) 10 years from the date a first instalment is paid;
- * Additional Contributions to Woodland Creation Grants expressly for Public Access 30 years from the date a first instalment is paid;
- * Farm Woodland Payments
 - a) For work areas awarded 10 annual payments (new woodland comprising 50% or less by area of broad-leaved trees) 20 years
- b) For work areas awarded 15 annual payments (for creating new woodland comprising more than 50% by area of broad-leaved trees) 30 years;
- * Woodland Regeneration Grant (for restocking by planting or natural regeneration) in respect of each payment 10 years from the date the payment is
- Woodland Improvement Grant
 - a) Where the contract includes Woodland Improvement Grant payments for public access and the total of these is less than or equal to £10,000 10 Years
 - b) Where the contract includes Woodland Improvement Grant payments for public access and the total of these exceeds £10,000 but is less than or equal to £20,000 - 20 Years
 - c) Where the contract includes Woodland Improvement Grant payments for public access and the total of these exceeds £20,000 30 Years
 - d) All other Woodland Improvement Grant payments 5 years;
- * Woodland Management Grant (five annual instalments) 5 years from the contract Approval Date.

Claiming Grant

14. Woodland Management Grant

For contracts that include Woodland Management Grant, we take signing this contract as your claim for all 5 instalments of Woodland Management Grant. There will be no need to claim for the grant using a claim form. Each year you may need to declare, by 15th May at the latest, continued compliance with the Woodland Management Grant conditions to ensure ongoing payment.

15. Standards of work expected and maintenance

All work must be done in accordance with this contract. If essential operations i.e. work vital for achieving the stated outcomes of the contract, are not completed in accordance with the Plan then we may withhold grants for other operations or terminate the contract.

You must carry out the operations specified in the contract and all subsequent maintenance to achieve the expected or desired outcomes with due care, skill and diligence in line with advice given in our current best practice guidelines and the UK Forestry Standard published at the time that the work was approved by us. You must ensure that the work carried out is maintained to the end of the "Contract Period".

It will be your responsibility to carry out any necessary maintenance to ensure that the work specified in the contract is successful.

We will not be held liable for any advice that may be given to you (other than that given by us) in this respect during the period of the contract.

We will not be liable for the effects of adverse weather, fire, pests or acts of God. It is your responsibility to utilise suitable skills and resources to complete the operations agreed in the contract.

16. Rates of grant to be paid

Subject to Conditions 22-27 and to your compliance with the remaining conditions, we will pay you grants of the types specified in this contract, so long as the work is done to our reasonable satisfaction. We will work out the payments using the rates quoted in this contract, except:

- * In the case of Farm Woodland Payments where the rate payable will be that which is current at the time of each payment. On set-aside land the Farm Woodland Payment rate will be reduced by an amount equal to the set-aside payment rate;
- * For Farm Woodland Payments, non-farmers will be capped at a maximum payment of €150 per hectare per year, based on the sterling-euro exchange rate on the 31st December each year;
- * The area over which grant may be paid could be adjusted either up or down to account for more accurate land measurement such as Rural Land Register updates.

17. Who will be paid grant

Any grants we decide to pay you will be paid to you or your agent via BACS, as set out in the Paying Grants section of this contract.

18. Area over which we will pay grant

The area over which we will pay grant will be based on the area we measure when we receive your grant claim, provided the claim is on land approved in the contract and the area does not exceed that approved in the contract.

19. Date by which you must claim grants

You must carry out the work agreed in the Work Details and submit your claim form to us for that work, together with a map of the area by 31st March of the claim year agreed in the Work Details, unless we agree a change to this contract. If you do not submit your claim by this date, no right to payment will arise under this contract and we will only pay grant at our absolute discretion.

20. Changes to the work

You cannot change the work approved in this contract unless we agree and approve the change with you in advance, in writing or by e-mail. Approval of any requested changes to the approved contract is at our discretion.

21. Inspection

You must let us, our officers, Rural Payments Agency officers or other persons authorised by us to enter the land at all reasonable times during the Contract Period to check that you are keeping to this contract. Failure to allow or obstructing an inspection may result in refusal to pay grant or reclaim of grants already paid with interest.

Termination of the Contract

22. Terminating the contract - general grounds

We may terminate this contract immediately if:

- You do not keep to any Condition of this contract;
- * You have not repaid any grant within three months of a written demand;
- * Any material information you gave us when you made this contract is false, misleading or incomplete;
- * Any material information you gave us when you make your claim for grant is false, misleading or incomplete;
- * You are declared bankrupt or make a composition or arrangements with, or grant a trust deed for your creditors, or go into liquidation (other than a members voluntary liquidation).

Before we terminate the contract or ask you to repay grant, we will give you notice of the reasons for termination of your contract. If we consider that the situation can be put right, we will give you the opportunity to put the situation right, within the time that we specify.

It will be possible to terminate the contract at other times by mutual agreement. If you wish to terminate the contract during the contract period described in paragraph 13 but the work you have done will not achieve the purpose for which it was grant aided, we may, before we agree to termination, require you to repay part or all of the grant paid to you together with interest at the rate set from time to time by HM Treasury.

23. Stopping occupying the land

You must inform us if you stop occupying the land, or any part of it to which the contract applies. This contract may not be assigned to a subsequent owner (or anyone else) without our permission.

New occupiers must notify their interest to take on the contract within three months of purchase. After that, agreement to take on the contract is at our discretion and we reserve the right to alter the work details and contract conditions with the new occupier.

In the event that the contract conditions are not fulfilled, we will reclaim grant with interest from the grant recipient, irrespective of whether they occupy the land or not. We recommend outgoing occupiers set up private agreements to transfer liabilities during land sale.

24. Terminating the contract if the approved work will have an adverse effect on the environment

If, following the Approval Date, we become aware of information or there is a change of circumstances as a result of which it appears to us that any work, which has not been completed, should no longer be approved for the purposes of this contract because:

- * the work is not permitted by, or would only be permitted if formally approved under environmental law; or
- * giving a grant towards the carrying out of the work would not be consistent with our statutory duties with regard to the environment,

and we notify you accordingly, then the contract shall apply, with any necessary adaptation, only to the work completed at the date of their notice.

If we give you the option of either making changes to the work or maintenance or terminating the contract, we shall notify you of the changes we are asking you to make. We will provide you with details of how future grant payments would be calculated if you choose to make the changes requested. We will tell you the amount of grant that will be paid to you in respect of works already carried out if you choose to terminate the contract.

If you do not notify us that you either wish to carry out the specified changes or to terminate the contract within 28 days of our notification to you of the information described in the preceding paragraph, we may terminate the contract with immediate effect.

In accordance with this Condition, if either you or us terminate the contract, grant will be paid to you in respect of work carried out before the date of termination but no further payments will be made under this contract.

If the work does not meet the conditions of the contract

25. Withholding grant payment

If you do not carry out the work or maintenance to the standards and timescale set out in Conditions 15 and 19, we may withhold payment of grant. Where we withhold the grant, we will explain our reasons for doing so and give you an opportunity to put it right (where reasonable to do so) before re-submitting the grant claim.

26. Repayment of grant

Where you do not carry out the work or maintenance to the standards and time scale set out in Conditions 15 and 19 and cannot or have not put the situation right, we will require you to repay grant with interest for areas that have not been successful. The interest will be charged from the date the problem was first identified to the date the repayment invoice is raised.

If you are asked to repay grant, we may deduct this amount from any grants you are due now or in the future under this or any other agreement or contract with us.

27. Repayment of grant on termination

If this contract is terminated we will not pay any more grant to you under this contract.

If the contract is terminated because you stop occupying the land or any part of it for any reason, and the work is not successful for what would have been the rest of the contract period, you will be liable to repay any grant you have received together with interest at the rate set from time to time by HM Treasury. The interest will be charged from the date the payable order was issued until the date that we write to seek reclaim unless we agree otherwise.

Liability for grant repayment remains with the grant recipient until the end of the contract period, even if they no longer have an interest in the land.

28. Withholding grant against other RDPE Schemes

If you are required to repay grants under any other grant scheme within the Rural Development Plan for England, part or all of your EWGS grant claim may not be paid to you but may be used to repay what you owe to the Rural Payments Agency.

Similarly, if you have to repay grant under this contract, it may be collected via other grant schemes under the Rural Development Plan for England.

29. Penalties

In addition to the withholding or repayment of grant under conditions 25 to 28, a penalty may be applied in the following circumstances:

- * Intentional false declaration during the application or grant claim will result in exclusion from support under the EAFRD and any grants paid under the scheme will be recovered;
- * Over-claiming grants by <3% of the correct amount the grant payment will be reduced by the difference between the amount claimed and the correct amount;
- * Over-claiming grants by 3-20% of the correct amount the verified amount of grant due will be reduced by twice the difference between the claim and the correct amount;
- * Over-claiming grants by >20% of the correct area no grant payment will be made for grants due that year under this contract.

You can correct an obvious error in the application or claim at any time after submission. The obvious error must be recognised as such by us and will be detected from information given in the application or claim form. Cases that meet these criteria will not result in a reduction of payment. Errors discovered after notification of an inspection or during an inspection will not be treated as obvious errors.

30. Cross Compliance

Breaches of cross-compliance requirements as set out in the Cross Compliance Handbook may result in a reduction of Farm Woodland Payment and / or Woodland Management Grant, even if the breach occurs on another part of the holding. The level of reduction will depend on the severity, extent and permanence of the breach as set out in the cross compliance regulations.

31. Order in which penalties will be applied

Penalties will be applied in the following order, with each successive reduction being based on the amount resulting from the previous reduction:

- Over-claiming land area;
- * Non-respect of eligibility criteria;
- * Cross compliance.

Grants for Public Access

32. Public Access

If grants are paid for public access you must, from the date of payment of that grant let the general public, free of charge, have access to walk between dawn and dusk over the part of the land the grant is paid for. This access must be permitted for the following periods, dependant on the type and value of grant paid:

- (a) Public access Additional Contribution under the Woodland Creation Grant 30 years;
- (b) Woodland Improvement Grant for public access:
 - * Up to and including £10,000 10 years;
- * Up to and including £20,000 20 years;
- * Over £20,000 30 years.

Appropriate signage must be provided and/or maintained to ensure that members of the public are aware of this access permission. The public can only be excluded in circumstances agreed in the Plan of Operations.

Details of the public access agreed may be published in written or electronic form by the FC, or anyone we approve to do so.

General Contract Clauses

33. Compliance with Rural Development Regulations

The English Woodland Grant Scheme is partly funded by European Agricultural Fund for Rural Development (EAFRD) as part of the Rural Development Plan 2007-2013 and is therefore subject to the associated EU regulations including Cross-Compliance.

The regulations may change during the life of this contract. If any changes affect you, we will contact you and let you know what you need to do. If changes to the regulations are not acceptable to you, then you have the right to terminate the contract subject to you informing us within 28 days of the notification. If you terminate you must meet all your obligations in respect of grant aid received to date, and any felling licence conditions included within the contract.

34. Disputes

If we disagree with you about whether or not you have kept to the contract, or about the standard or extent of the work done, either party may ask for the matter to be decided by an arbitrator chosen from a panel of arbitrators agreed jointly by you, us and the Institute of Chartered Foresters. You or we must give notice of this action to the other party. If you and us cannot agree to a suitable person within one month after notice, the President of the Institute of Chartered Foresters will appoint the arbitrator. Any other dispute shall be submitted to the courts in accordance with clause 37.

35. Force Majeure

You must tell us within 10 days of an incident if, as a result of: an act of war, terrorism, an epidemic, a disease affecting woodlands or catastrophic weather (which could not reasonably have been expected to take place during the period of the contract), you are unable to complete or maintain the work set out in the contract. We will then discuss and agree with you certain measures such as:

- * a longer period in which to complete the work;
- * a reinstatement plan where this is possible;
- * acceptance by us of a lower standard of work.

We will not seek repayment of grants for work that was carried out satisfactorily but which is subsequently adversely affected by events described above, providing that you have made a reasonable effort to minimise the impact or make good the damage.

Where the events described above mean that we are unable to pay grants, we reserve the right to reschedule the years in which grants can be claimed.

If the event that storms, fire or disease have a significant impact on the woodland(s) covered by the Plan, we reserve the right to review the Plan with you and to modify or remove operations that are no longer appropriate.

36. Disclosure of information and publicity

Defra is the data controller in respect of any personal data that you provide to the Rural Payments Agency. Your personal information will be protected in line with the Data Protection Act 1998. The information will be used mainly to support the application to which it relates. The information may also be used in line with the Data Protection Act, for other purposes as explained in scheme guidance and on the Access to Information pages on the RPA website. If you have any questions please contact the Customer Service Centre.

EC legislation (Council Regulation (EC) No. 1290/2005 and Commission Regulation (EC) No. 259/2008) requires the UK to publish details of recipients of CAP subsidy payments on a single website containing:

- * trading title (ie the name in which the claim is made);
- * payments for the year broken down into SPS and related payments, and Rural Development Programme payments, local town and the first three or four digits of the recipient's postcode.

You agree that all information about participation in the English Woodland Grant Scheme and this Contract, including information in your application and grant claims and any other relevant information may be made public.

A list of all the beneficiaries receiving EU grant aid will be published annually. The list will include the name and address of the beneficiary, the operations supported and the amount of grant received.

Any promotional information you produce must acknowledge the grant aid received from the Forestry Commission.

Contracts with a total value over £30,000 for all grants except Farm Woodland Payments and Woodland Management Grant must have plaques erected on site. The plaques will acknowledge the grant aid received from the Forestry Commission via English Woodland Grant Scheme and acknowledge that the EU and Defra provide the funding. We will provide the plaques and agree where they must be located.

Contracts with a total value over £250,000 for all grants except Farm Woodland Payments and Woodland Management Grant must have a board of minimum size A2 erected on site. The board must include details of the scheme, acknowledge the grant aid received from the Forestry Commission via English Woodland Grant Scheme and acknowledge that the EU and Defra provide the funding. We will agree the design and location of the board before it is produced and erected.

37. Governing law

This contract will be governed by the Law of England and subject to the jurisdiction of the courts of England.

Case Reference 33333

PARTIES TO THE CONTRACT

Forestry Commission

Approved by Gillian Brown

18-MAR-2014 Date

For and on behalf of the Forestry Commissioners

Applicant(s)

Person

Ms Pherenice Worsey-Buck

Organisation

London Borough of Bromley

Address

Parks & Green Space, Environmental Services

Civic Centre, Stockwell Close

Bromley London

BR1 3UH

Phone

0208 461 7521

E-mail

pherenice.worsey-buck@bromley.gov.uk

Forestry Commission to

send

Documents by

Letter

Roles in this contract

Other

Primary Contact Main Applicant

Signed electronically Pherenice Worsey-Buck

Date of Approval 18-MAR-14

Signed for the FC by

Gillian Brown

Date

18-MAR-14

18 MARCH 2014. GILLIAN BROWN FOR PATRICK STEPHENS

SIGNED ON BEHALF OF THE COMMISSIONERS

Case Reference 33333

PAYMENT DETAILS

Payee: this is the name and address for the payment remittance advice. This payee information can be different to the payment details section below.

Person

Stephanie Waddington

Organisation

Address

London Borough of Bromley

Civic Centre Stockwell Close Bromley

BR1 3UH

Phone

E-mail

stephanie.waddington@bromley.gov.uk

Documents by

Paying Agency Information

Single Business Identifier

107048047

Business Name

LONDON BOROUGH OF BROMLEY

These are the payment details for this contract

Name on Account

London Borough of Bromley

Sort Code

****05

Account Number

****2822

Case Reference 33333

GENERAL DETAILS

Bromleys woodslands have been under- managed for over 30 yrs. The aim of this contract is to get the woodlands actively managed where possible. Thinning will take place in approx 140 ha of the holding. This ha will be spread across the whole holding and market forces will dictate where the thinning will take place.

GRANT DETAILS

Woodland Improvement Grants

Due to space constraints only first 5 years are shown, however the totals will be correct

Work Item Desc	SubCpt	Payment	14/15	15/16	Total		
Woodland Access	15b, 15c,	User Defined	£45115.20 £	17544.80	£62660.00		W 1000-
	1a, 3, 1b,	Instalments 5				90	
	15a, 11, 6,	Years					
	19, 22, 1c, 15d, 30,						
	10, 29, 12						

Leaflets 500x3

Produce a series of leaflets promoting Bio-diversity within the woodland. The leaflet should promote the FC logo and should be approved prior to being sent to printing.

Interpretation boards x26

Interpreation Boards to be erected in sustainable material and be in-keeping with the natural environment. Design and text of Board to be approved by FC

Picnic bench with tablex4

Install 4 picnic benches in strategic places within the woodland. The Benches are to be made of sustainable material.

Routed hardwood waymarker x55

Kissing gate all ability x2

Installation of a kissing gate within the Bromley woodlands. The Kissing gate is to be made of sustainable material Footpath construction- 1033 metres- Elmfield, Marvels wood, cheyne, Hoblingwell

Construction of footpaths in the woodlands as stated above. The footpaths are to be a a minimum width of 2.5m and to be constructed of material inkeeping with the surrounding environment. Footpaths to be muilti user and to be maintained on a regular basis . Notice Boards x3

Installation of 3 notice boards. The boards are to be made of sustainable material and inkeeping with the area Bench with backrest x 4

Installation of 4 benches. The benches to be placed in strategic places within the woodland and constructed of sustainable material Post and disk waymarkers x20

Installation of wormarkers. To be also alient in the

UK Biodiversity Action Plan targets		User Defined Instalments 5 Years	£31880.00 £31880.00	£63760.00
	15a, 6, 18,			
	14b, 14a, 19, 1c, 16,			
	15d, 8, 10,			
	5, 9, 2, 12,			

Thinning- total ha 14.3. This ha is over land locked sites within Bromley. Thinning work to aid and increase bio-diversity within the woodland

Invasive species control 39.7 ha area 2,4,5,9,10,13,14,29+ langley lha difficult site due to vehicular access Grant is offered to eradicate Rhododendron and Holly control and other invasive species in particular Bamboo and himalyn Balsam from the areas stated above and on the attached map to improve the biodiversity of the woodland.

Grant payment will be based on the net area of woodland to be treated Where mechanical removal is not practical the following method should be used:

- · Cutting to be carried out using chainsaw or clearing saw with stumps cut as low to the ground as practical.
- Stumps are to be left free from green branches and shoots after cutting.
- Freshly cut stumps treated as soon as practicable (preferably within 15 minutes of cutting, but definitely on the same day of cutting) with a direct application of an approved herbicide following the instructions given by the manufacturer.
- · Ideally, cut stems should be collected and burnt immediately in situ on as few burn sites as is practical on areas of lowest biodiversity
- Cut stems that fall into running water should be removed immediately to minimise any potential spread.
- · A follow up foliar application of an approved herbicide applied to any re-growth or seedlings that appear in subsequent growing

Case Reference 33333

Woodland Improvement Grants

Due to space constraints only first 5 years are shown, however the totals will be correct

Work Item Desc

SubCpt

Payment

14/15

15/16

Total

seasons. This application must follow the instructions given by the manufactures.

Coppicing-8.5 ha, Wellwood, Highbroom, Elmstead, lillys

The stems on the stools to be coppiced are to be cut off where they grow out from the stool, or as near to this as is practical to do so and will be suitably protected to achieve at least 1.5 metres of height re-growth within three years of cutting. Where fencing is not the method of protection a suitable level of deer control must be practised. If fencing is the option to be used this must at least meet the standards set out in Forestry Commission Practice Note 9 and must be in place before grants will be paid.

Stem and branch wood resulting from the cutting is to be disposed of to leave the site clear. Branch wood may be piled over the stools for the protection of the coppice re-growth where fencing is not being done.

Failed areas of 15 metres diameter or greater will be replanted or naturally regenerated to supplement the existing stools and create a full stocking of 1100 plants and stools per hectare. No replanting is to be done within three metres of viable stools or under the canopy of retained trees.

For a period of 10 years from the date of the grant payment for coppice cutting the extra trees and coppice are to be protected against damage, newly planted or regenerated trees are to be weeded and any losses replaced to maintain the required stocking density throughout the area.

Where adjacent coupes are to be cut in consecutive years coppice cutting should not take place if damage levels are causing failure of the coppice re-growth for more than one season. The level of deer control must be increased or the failing areas fenced.

Forest Agent time-150hrs

This grant is for the agent to draw up the contracts to ensure the work is carried out following best practise and to supervise the all the work

Felling

Felling Copp	ice			vi	
Cpt/ Sub-Cpt	Total Area (Ha)	Area of Work (Ha)	Conditional/ Unconditional	End of Felling Approval	
5	6.55	0.33	Conditional	18/Mar/2019	
6	16.69	0.83	Conditional	18/Mar/2019	
9	9.34	0.47	Conditional	18/Mar/2019	
12	24.88	1.24	Conditional	18/Mar/2019	

The stems on the stools to be coppiced are to be cut off where they grow out from the stool, or as near to this as is practical to do so and will be suitably protected to achieve at least 1.5 metres of height re-growth within three years of cutting. Where fencing is not the method of protection a suitable level of deer control must be practised. If fencing is the option to be used this must at least meet the standards set out in Forestry Commission Practice Note 9 and must be in place before grants will be paid.

Stem and branch wood resulting from the cutting is to be disposed of to leave the site clear. Branch wood may be piled over the stools for the protection of the coppice re-growth where fencing is not being done.

Failed areas of 15 metres diameter or greater will be replanted or naturally regenerated to supplement the existing stools and create a full stocking of 1100 plants and stools per hectare. No replanting is to be done within three metres of viable stools or under the canopy of retained trees.

For a period of 10 years from the date of the grant payment for coppice cutting the extra trees and coppice are to be protected against damage, newly planted or regenerated trees are to be weeded and any losses replaced to maintain the required stocking density throughout the area.

Where adjacent coupes are to be cut in consecutive years coppice cutting should not take place if damage levels are causing failure of the coppice re-growth for more than one season. The level of deer control must be increased or the failing areas fenced.

90% sweetchestnut 10% other

Thinning					
Cpt/ Sub-Cpt	Total Area (Ha)	Area of Work (Ha)	Conditional/ Unconditional	End of Felling Approval	,
1a	.68.31	68.31	Unconditional	18/Mar/2019	
1b	1.09	1.09	Unconditional	18/Mar/2019	
1c	0.58	0.58	Unconditional	18/Mar/2019	
2	7.76	7.76	Unconditional	18/Mar/2019	**
3	3.47	3.47	Unconditional	18/Mar/2019	
4a	19.79	19.79	Unconditional	18/Mar/2019	
4b	2.99	2.99	Unconditional	18/Mar/2019	
5			Unconditional	18/Mar/2019	
6	16.69	15.86	Unconditional	18/Mar/2019	
7	27.82	27.82	Unconditional	18/Mar/2019	
8	7.32	7.32	Unconditional	18/Mar/2019	
9	9.34	8.87	Unconditional	18/Mar/2019	
10	77.84	77.84	Unconditional	18/Mar/2019	
11	8.59	8.59	Unconditional	18/Mar/2019	
12	24.88	23.64	Unconditional	18/Mar/2019	
13	90.73	90.73	Unconditional	18/Mar/2019	
14a	7.74	7.74	Unconditional	18/Mar/2019	
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14b	7.39	7.39	Unconditional	18/Mar/2019	
15a	3.84	3.84	Unconditional	18/Mar/2019	
15b	4.45	4.45	Unconditional	18/Mar/2019	
15c	1.37	1.37	Unconditional	18/Mar/2019	
15d	0.84	0.84	Unconditional	18/Mar/2019	
16	2.57	2.57	Unconditional	18/Mar/2019	٠
17	0.63	0.63	Unconditional	18/Mar/2019	
18	1.23		Unconditional	18/Mar/2019	
19	0.92	0.92	Unconditional	18/Mar/2019	
20	0.33	0.33	Unconditional	18/Mar/2019	
21	1.50	1.50	Unconditional	18/Mar/2019	
22	5.42	5.42	Unconditional	18/Mar/2019	
23a	3.63	3.63	Unconditional	18/Mar/2019	
23b	0.60	0.60	Unconditional	18/Mar/2019	
24	8.56	8.56	Unconditional	18/Mar/2019	
25	4.16	4.16	Unconditional	18/Mar/2019	
26	1.01	1.01	Unconditional	18/Mar/2019	
7	6.63	6.63	Unconditional	18/Mar/2019	
8	9.59	9.59	Unconditional	18/Mar/2019	

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29	1.75	1.75	Unconditional	18/Mar/2019
30	13.34	13.34	Unconditional	18/Mar/2019

The areas detailed for thinning in this table are 100% broadleaf. They will be thinned to promote the existing range of native tree and shrub species and to maintain a mix of ages within each species in the compartment. Where old trees are present these will be given additional space by removing competing trees from under their canopy to provide sufficient room to promote a healthy crown.

Overall not more than 30% of the trees will be removed during this contract period but to promote understorey and younger trees this may be done at varying densities across the site. Non-native species will be removed in this thinning where practical to do so.

species Breakdown

30% Ash

30% beech

20 %Birch

20 % Oak

																	Application	Felling	1	4	Application	Felling	Fund		WORK	Ref:	Prope
																		Thinning				Felling Coppice	Work Item Desc.		WORK SCHEDULE		Property Name:
										11, 23, 12, 2	20, 5, 8, 25,	4a, 9, 10, 28,	30, 15d, 16,	14b, 19, 1c,	11, 18, 27,	21, 23a, 15a,	15C, 3, 24, 13,	23b, 7, 15b,				6, 9, 5, 12	SubCpt		m	33333	Bron
TQ4065.7935,	TQ4064.6298, TQ4065.7201,	TQ4065.3080, TQ4165.3120, TQ4065.3529,	TQ4065.2873, TQ4065.2976,	TQ4165.2228, TQ4164.2394,	TQ4065.1264, TQ4164.1955,	TQ4165.0844, TQ4165.0928,	TQ4867.3493,	TQ4371.3102,	TQ4272.0114,	TQ4171.9891,	TQ4367.7169,	TQ4367.6767,	TQ4368.6504	TQ4367.4971,	TQ4367.4394,	TQ4368.1505,			TQ4271.0628	TQ4567.7527.	TO4164 7490	TQ3964.8633,	Parcel Ref			33	Bromley Woodlands
			6																	7	0		Payment	Only the first s			lands
																							14/15	Only the first seven years of grants will be			
											a												15/16				
																							Total	shown but totals will be correct.			
																							The state of the s	e correct.			
						9					13																

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	Woodland Improvement Grant	Fund	Ref:
	UK Biodiversity Action Plan targets	Work Item Desc.	Property Name: Ref:
9, 2, 12, 29	15c, 7, 15b, 13, 1a, 3, 1b, 21, 11, 15a, 6, 18, 14b, 14a, 19 1c 16	SubCpt	
TQ4367.4394, TQ4367.4971, TQ4367.4971, TQ4367.5877, TQ4367.6767, TQ4367.7169, TQ4367.7169, TQ4164.0466, TQ4165.0824, TQ4165.0824, TQ4165.2228, TQ4165.2228, TQ4165.2626, TQ4165.2626, TQ4065.2873, TQ4065.2976, TQ4065.3080, TQ4165.3120, TQ4165.3529, TQ4065.7201, TQ4064.8886, TQ3965.9323, TQ4064.9892, TQ4064.9892, TQ4064.9892, TQ4670.0313, TQ4569.4198, TQ4570.8746, TQ4371.3102, TQ4371.3102, TQ44770.9654, TQ44770.9654, TQ44770.9654,	TQ4272.0114, TQ4368.0708, TQ4368.1015, TQ4368.1505, TQ4368.1505,	Parcel Ref	Bromley Woodlands
	User Defined Instalments 5 Years	Payment	ands
	£31880.00	1415	
	£31880.00	15/16	
	63760.00	Total	
	Page	30	

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	Improvement Grant		Ref: WORK
_ i s			WORK SCHEDULE Work Item Desc.
	3, 1b, 15a, 11, 6, 19, 22, 1c, 15d, 30, 10, 29, 12		SubCp
TQ4664.1517, TQ4159.6255, TQ4670.0380, TQ4172.7921, TQ4569.6821, TQ4569.8924, TQ4366.4144, TQ4366.8852,	3, 1b, 15a, 11, TQ4272.0114, 6, 19, 22, 1c, TQ4670.0313, 15d, 30, 10, TQ4569.4198, TQ4570.8746, TQ4371.2320, TQ4371.3102, TQ4570.9654, TQ4271.0628, TQ4167.3837, TQ4167.3837, TQ4167.5540, TQ3964.8633	TQ4167.3837, TQ4167.5540, TQ4271.0628, TQ3964.8633, TQ4668.3922, TQ4463.5382, TQ4664.1517, TQ4664.1517, TQ4468.1155, TQ4468.1155, TQ4172.7921, TQ3766.5666, TQ4366.4144, TQ4366.8852, TQ4164.6488, TQ4164.6488, TQ4164.7490, TQ3865.3216	33333 Parcel Ref
	Instalments 5 Years		Payment
	140.17		14/15
			15/16
	97.000		Total
			27 -
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