

North Yorkshire Council

Corporate Director of Environment

27 June 2025

Proposed Yorkshire Water Biodiversity Enhancement Fund Application

Report of the Assistant Director – Highways & Infrastructure

1.0 PURPOSE OF REPORT

- 1.1 To request authorisation for a funding application for the Yorkshire Water Biodiversity Enhancement Fund. This is for £31,454 to go towards the Scalby Beck Local Nature Reserve Project (LNR).

2.0 BACKGROUND

- 2.1 The Yorkshire Water Biodiversity Enhancement Fund is a program that provides funding for projects aimed at improving biodiversity across the Yorkshire region. Yorkshire Water, as a major landowner, partners with various organisations to develop, improve, and protect the natural environment. The program focuses on enhancing existing habitats, diversifying them, and creating new ones.
- 2.2 The proposed sites for this project (Scalby Beck, Centenary Wood and Scalby Ness) have a biological importance as a habitat for both resident and migratory fauna and flora. The site is at one end of the key wildlife corridor in Scarborough which leads to the river Derwent, Wykeham Forest and the Moors.
- 2.3 Historical biological records and monitoring of the site have deteriorated over time and led to increased presence of invasive non-native species and significantly detrimental unwanted used of the site – the proposed project will aim to address these issues.

3.0 SCALBY BECK LNR PROJECT SCOPE

- 3.1 The proposed ‘Scalby Beck Local Nature Reserve Project’ will involve local community groups to enhance the habitat and biodiversity of Scalby Beck, Centenary Wood and Scalby Ness and will run for duration of 5 years from August 2025 till July 2030. The site is adjacent to a Yorkshire Water treatment centre.
- 3.2 Work will include practical conservation work and training with volunteers, biological data recording with local groups, community events with residents of Scarborough and education days with local youth groups and students from the local sixth form college.
- 3.3 By designating the site as an LNR, including the community in the project, and providing information through interpretation panels/signs, the Council will be able to educate the community and create a passion for its biological importance and nature in general to support the longer-term management of the site.
- 3.4 The current lack of biodiversity records and monitoring has resulted in rising issues from invasive-non-native species, i.e. Himalayan Balsam. Unwanted or illegal activities have become more prevalent on site, which have included wild camping, fires, mountain bike jump building and poaching.

- 3.5 The project aims to update the biological records to help us evidence the importance of the site and how we manage it utilising local skills and expertise within the community, with a potential outcome to upgrade its designation to a Site of Special Scientific Interest.
- 3.6 The majority of the project will involve the community groups and NYC's Countryside Volunteer Rangers. Some work may include the Grounds Maintenance teams and the Tree and Woodlands teams but this will be limited, and built into existing work programmes.
- 3.7 The key benefits of the project will be:
- Improving biodiversity and habitat on NYC owned green spaces.
 - Increasing community engagement and volunteers.
 - Provide a biodiverse rich space for local communities to benefit mental and physical wellbeing.
 - Create value of the site in relation to Biodiversity Net Gain (BNG).
- 3.8 The projects performance will be assessed on the:
- Number of volunteers contributing to the work.
 - Number of people engaged with in the community through events.
 - Biological Data recorded and whether there is an increase in biodiversity.

4.0 CONSULTATION UNDERTAKEN AND RESPONSES

- 4.1 In preparing the proposal, Council Officers have engaged with Scarborough Conservation Volunteers, Scarborough Field Naturalist and Scarborough Birders. All three groups are keen to be involved with the practical work and biological data recording. Local divisional Members have been contacted about the project but no feedback has been received at the time of this funding application.

5.0 ALTERNATIVE OPTIONS CONSIDERED

- 5.1 Not pursuing the opportunity to apply for funding was considered. However, this was rejected as the opportunity to draw in external funding that enhancing the capacity of the local community to work alongside NYC to help improve the site and reduce unwanted use, would be missed.

6.0 FINANCIAL IMPLICATIONS

- 6.1 There is no requirement of match funding as part of the funding application.
- 6.2 The structure of the £31,454 proposed funding bid, is as follows:
- Scarborough Conservation Volunteers costs (over 5 years) - £5,000
 - Wildlife Survey Equipment - £3,000
 - Nest Boxes - £1,500
 - Contracted Hedge Layer, Training and Materials (for 580m of hedge) - £4,500
 - Interpretation Panels (design and manufacture), way markers and signage - £5,000
 - GIS License and Training (over 5 year) - £6,000
 - Tools and PPE - £2,000
 - NEYEDC Biological Records Search - £204
 - Site Notice Board - £4,250
- 6.3 The project does include additional license and training in GIS Mapping for the entirety of the project. This will need to be reviewed at the end of the project as to whether the licensing and access can/should be continued at a cost to NYC.

- 6.4 Ongoing maintenance of the site will be required after the formal project ends in July 2030, but this will not be more than is permitted within the role of current Countryside Volunteer Rangers. The support of volunteers and the community is also expected to continue beyond the end of the project.
- 6.5 Final terms and conditions of the grant are still to be received. Once available, they will be reviewed and if successful, a further report will be brought forward to accept the grant in line with the Council's governance process.

7.0 LEGAL IMPLICATIONS

- 7.1 The site is owned by NYC. With designating a site as a LNR, this opens the opportunity of creating byelaws within the site. These byelaws could help to deter the unwanted activities on the site and will need to be discussed with the legal team. However, these are not mandatory and therefore do not affect whether the designation and/or project goes ahead.
- 7.2 The terms of the grant funding are included in Appendix A to this report.

8.0 EQUALITIES IMPLICATIONS

- 8.1 There are no adverse impacts to people with protected characteristics from delivery of this project. There will be an enhancement to those of a younger age as it is proposed that working with local youth groups and the 6th form will help to inspire the next generation of conservationists. This is relevant as there are not many opportunities for this locally which means schools and youth groups would need to travel further and spend more money to provide these opportunities for young people.

9.0 CLIMATE CHANGE IMPLICATIONS

- 9.1 The actions with the site management plan as part of this project will help to improve the habitats within the site and therefore help to combat climate change. By the end of the project, the site will result in thriving woodland areas, hedges and wildflower meadows.

10.0 RISK MANAGEMENT IMPLICATIONS

- 10.1 All activities on the site will follow detailed risk assessments and the management plan. Anything beyond the remit of the volunteer groups and communities will be done by trained/certified staff following NYC guidelines and best practise.

11.0 REASONS FOR RECOMMENDATIONS

- 11.1 As mentioned above this project has many aspects which benefit both the environment, NYC and the local community. It also opens the doors for wider projects in the future which involve other partner organisations such as Yorkshire Water, Environment Agency, Natural England and the Upper Derwent Catchment Partnership to work on landscape scale conservation efforts along the entire beck as a wildlife corridor.

12.0 RECOMMENDATION

- 12.1 For the Corporate Director of Environment in consultation with the Chief Financial Officer, sub delegated to Assistant Director of Resources for Environment to authorise the application for the Yorkshire Water Biodiversity Enhancement Fund for an amount of £31,454.00

APPENDICES:

Appendix A – Collaboration Letter Agreement (template example)

BACKGROUND DOCUMENTS:

N/A

Barrie Mason
Assistant Director – Highways and Infrastructure
County Hall
Northallerton
Thursday 26 June 2025

Report Author – Robert Weatherley, Countryside Volunteer Ranger
Presenter of Report – Robert Weatherley, Countryside Volunteer Ranger

Yorkshire Water Services Limited
(company number 02366682)
Western House
Halifax Road
Bradford
BD6 2SZ

[name of Partner organisation]
[company number []]
[Address]

DATED _____

Dear [name of Partner organisation],

[HEADING OF LETTER – DESCRIBE PROJECT]
COLLABORATION LETTER AGREEMENT

BACKGROUND

You and Yorkshire Water wish to enter this letter agreement to govern the parties' respective rights and obligations to collaborate in relation to the Project.

This letter sets out the terms and conditions upon which you and Yorkshire Water have agreed that the Project will take place.

TERM

This agreement will run for the Project Period, unless terminated earlier in accordance with this agreement.

PROJECT

You will deliver the Project, in accordance with 0.

You and Yorkshire Water will co-operate in relation to the Project.

You will in relation to the Project:

perform your obligations, including by providing the Inputs in accordance with timeframes or milestones (if any) specified in 0;

use reasonable skill and care in performing such obligations;

comply with good industry practice;

comply with all applicable laws and official guidance;

obtain and maintain consents, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary to enable you to comply with your obligations including (without limitation) any set out in 0;

ensure that the Inputs you provide conform with descriptions and specifications (if any) set out in 0; and

if on our premises, comply with our health and safety and site regulations made known to you.

You will ensure that you use personnel in performing your obligations under this agreement who are suitably qualified and experienced.

To enable you and Yorkshire Water to maximise the benefits of the collaboration, each party will:

engage the other in planning discussions in relation to the Project from time to time;

keep the other party informed about its own progress in relation to the Project; and

facilitate regular discussions between appropriate members of its personnel and those of the other party in relation to the Project.

Each party will supply to the other party information and assistance reasonably requested by it relating to the Project as is necessary to enable the other party to perform its own obligations in relation to the Project; and

CHARGES AND PAYMENT

Subject to receipt of a valid VAT invoice, a party will pay Charges properly due under this agreement (together with any VAT properly chargeable) on or before the final day of the Following Month. The "**Following Month**" means the month which follows the month in which the date of the relevant invoice falls.

Unless otherwise stated, the Charges set out in 0 are expressed as exclusive of VAT, which will be included in invoices and payable if properly chargeable, in addition to the Charges.

Except as provided for in clause 0, each party will:

not be entitled to charge the other party for the provision of anything (including Inputs) it provides in connection with the Project and this agreement; and

be otherwise responsible for its own costs incurred in connection with the Project and this agreement, including all Inputs it provides.

If a party fails to make a payment due to the other party under this agreement by the due date, then, without limiting the other party's remedies under clause 0, the defaulting party will pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue daily at three percentage points per annum above the Bank of England base rate from time to time, but at 3% per annum for any period when that base rate is below 0%.

HEALTH & SAFETY

Without limiting your duties under laws and/or any other provision of this agreement, you will in the performance of your obligations under this agreement:

take responsibility for health and safety;

ensure that the Project is carried out in a safe manner and in accordance with all health and safety laws and official guidance;

where works are carried out in publicly accessible areas, take appropriate measures to safeguard the general public; and

where works are carried out on Yorkshire Water's sites, comply with and procure that your personnel comply with 0 (Health and Safety).

If and to the extent that there is more than one client in relation to the Project for the purposes of the CDM Regulations, it is agreed pursuant to regulation 4(8) of the CDM Regulations that you will be treated for the purposes of the CDM Regulations as the only client.

INSURANCE

During the term of this agreement, you will maintain in force, with a reputable insurance company, adequate insurance cover to cover all liabilities under this agreement.

LIABILITY

References to liability in this clause include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

Nothing in this clause will limit a party's payment obligations to the other party in relation to Charges under this agreement.

Nothing in this agreement limits any liability that cannot legally be limited, including liability for:

death or personal injury caused by negligence;

fraud or fraudulent misrepresentation; and

breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title or quiet possession).

Subject to clauses 0 and 0, a party's total liability to the other party under or in connection with this agreement will not exceed the amount stated as the limit of liability in 0.

CONFIDENTIALITY

Each party will keep all Confidential Information of the other party confidential and safeguarded as appropriate, and will use it only in the performance of its obligations in accordance with this agreement and for no other purpose whatever.

This does not apply to any piece of Confidential Information if such information is or becomes public knowledge other than through any act or default of the receiving party, was in the possession of the receiving party without obligation of confidence prior to its disclosure by the disclosing party, or is required to be disclosed by law, or pursuant to a proper request by a regulator.

ENVIRONMENTAL INFORMATION REGULATIONS

You acknowledge that:

Yorkshire Water is subject to the requirements of the Environmental Information Regulations; and

notwithstanding any provision of this agreement or any other arrangement, Yorkshire Water may be required to disclose information, including Confidential Information pursuant to the Environmental Information Regulations. Where possible, disclosure will be done following consultation with you and having taken your views into account.

You will assist and co-operate with Yorkshire Water to enable Yorkshire Water to comply with any disclosure requirements under the Environmental Information Regulations.

Notwithstanding clause 0, the final decision on whether information (including Confidential Information) will be disclosed, will rest with Yorkshire Water.

PUBLIC ANNOUNCEMENTS

You will not make, and will not permit any person to make, any public relations announcement or communication concerning the Project, the subject matter or terms of this letter, or the relationship between you and Yorkshire Water, without the prior written consent of Yorkshire Water (such consent not to be unreasonably withheld or delayed). This paragraph does not cover any announcement required by law.

DATA PROTECTION

Each party will, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, (ii) General Data Protection Regulation ((EU) 2016/679) as retained in domestic law, and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

INTELLECTUAL PROPERTY

This agreement does not transfer any interest in Intellectual Property Rights. All Intellectual Property Rights developed or created by a party pursuant to the Project will be owned by that party ("**Created IPR**").

Each party grants to the other party a non-exclusive, personal, royalty-free licence during the applicable Project Period to use its Created IPR in relation to the Project to the extent necessary for the other party to carry out its obligations in relation to the Project.

At the end of the Project Period, a party licensed to use Created IPR under clause 0 will cease to use that Created IPR and will return any physical embodiment of the Created IPR (including any copies) in its possession or control to the other party.

TERMINATION OF AGREEMENT

Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

the other party commits a material breach of any other term of this agreement which is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business or is insolvent; or

the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

Without affecting any other right or remedy available to it, either party may terminate this agreement on giving not less than three months' written notice to the other party.

Termination of this agreement will not affect any rights, remedies, obligations or liabilities of you and Yorkshire Water that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this agreement which existed at or before the date of termination.

GENERAL

Definitions

In this agreement, the following terms will bear the following respective meanings (except to the extent that the context otherwise requires):

"CDM Regulations" means The Construction (Design and Management) Regulations 2015 (SI 2015/51);

"Charges" means the charges payable by a party to the other party in relation to the Project (if any) as set out in 0;

"Confidential Information" means all information which is disclosed by one party to the other party, whether before or after this agreement, which would appear to a reasonable person to be confidential or is otherwise marked as confidential, and which relates to a party's (or any member of that party's group's) business including its operations, processes, plans or intentions, developments, trade secrets, know how, design rights, market opportunities, personnel, and customers of the party disclosing it, all personal data and all information derived from any of the above together with the existence or provisions of this agreement and any information, findings, data or analysis derived from the above and any other information that is identified as being of a confidential nature;

"Environmental Information Regulations" means The Environmental Information Regulations 2004 (SI 2004/3391), together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department or agency in relation to such regulations;

"Input" means in relation to a party, the services, resources, workforce or other tangibles or intangibles that such party provides in accordance with this agreement in relation to the Project, as set out in 0;

"Intellectual Property Rights" means:

copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semiconductor topography rights, trade marks,

rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information;

applications for registration, and the right to apply for registration, for any of the rights listed at paragraph 0 of this definition that are capable of being registered in any country or jurisdiction; and

all other rights having equivalent or similar effect in any country or jurisdiction;

“Project” means the collaborative project as described in 0, in relation to which you and Yorkshire Water will collaborate in accordance with this letter; and

“Project Period” means the period from the start date to the end date for the Project, as set out in 0, subject to earlier termination in accordance with this agreement.

Costs

Each party will bear its own costs incurred in connection with the negotiation, preparation, and execution of this agreement.

Bribery and Corruption

Each party will not, and will procure that its employees, directors, agents and any person acting on its behalf will not:

commit an offence under the Bribery Act 2010;

defraud or attempt to defraud or conspire to defraud the other party; or

directly or indirectly offer, promise, give or agree to give to any person any financial or other advantage as an inducement or reward for:

doing or agreeing not to do, or for having done or agreed not to do, any act in relation to the obtaining or execution of the agreement or any other agreement or contract with that party; or

showing or agreeing not to show favour or disfavour to any person in relation to the agreement or any other agreement or contract with that party; or

inducing the person to perform improperly a relevant function or activity.

You will not collude or engage in any anti-competitive behaviour with any other party in relation to this agreement or any other contract with Yorkshire Water.

Each party will have the right to terminate this agreement for breach of clauses 0 and/or 0.

Modern Slavery

Each party will comply with all applicable laws relating to slavery, servitude, forced, compulsory or bonded labour, human trafficking, and/or exploitation from time to time in force including (without limitation) the Modern Slavery Act 2015.

No approval

A party's approval, comments, acceptance, inspection, testing or presence at meetings (or any omission to approve, accept, inspect, test or attend a meeting) and/or payment for the Project will not alter or diminish the other party's obligations pursuant to this agreement.

Force Majeure

Neither party will be liable for any failure to fulfil or delay in fulfilling its obligations under this agreement where such delay or failure is due to act of God, earthquake or other natural disaster; civil commotion; riot; invasion, war or threat or preparation for war; explosion; biological disaster; fire; epidemic or pandemic; or nuclear disaster. A party affected by such an event will use reasonable endeavours to overcome the impact of it. If the event prevails for a continuous period of three months, the unaffected party may terminate this agreement on 14 days' written notice.

No Partnership or Agency

This agreement will not constitute or imply any partnership, joint venture or enterprise, agency, fiduciary relationship or other relationship between you and Yorkshire Water other than the contractual relationship expressly provided for in this agreement. In performing their respective obligations in accordance with this agreement, both Parties are acting as independent parties and neither party will have, nor represent that it has, any authority to make any representations or commitments on the other party's behalf.

Each party agrees that it has no right to bind the other party in contract or otherwise in relation to any third party, and it will not represent that it has such right.

Rights of Third Parties

The provisions of the Contracts (Rights of Third Parties) Act 1999 will not apply to this agreement. Unless expressly provided by this agreement, no third party may enforce or benefit from any term of this agreement.

Waiver

The failure to exercise, or delay in exercising, a right or remedy provided by this agreement or by a law will not constitute a waiver of that right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this agreement or any law will prevent any further exercise of the right or remedy or the exercise of another right or remedy. The rights and remedies provided in this agreement are cumulative and not exclusive of any rights or remedies provided by law.

Survival

Any relevant clauses and schedules which expressly or by implication are stated or intended to survive termination or expiry of this agreement) will survive expiration or earlier termination of this agreement and will continue to apply in respect thereof.

Governing Law and Jurisdiction

This agreement and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with the laws of England and Wales.

In relation to all disputes arising out of this agreement, dispute resolution will be by legal proceedings and in this regard you and Yorkshire Water submit to the exclusive jurisdiction of the courts of England and Wales.

Yours faithfully,

Signed for on behalf of **YORKSHIRE WATER**)
SERVICES LIMITED by an authorised signatory:)

Authorised Signatory _____

Print Name

We hereby acknowledge receipt and accept the terms of this letter.

Signed for on behalf of **[PARTNER]** by an)
authorised signatory:)
)

Authorised Signatory _____

Print Name

AGREEMENT INFORMATION

The Project	Insert description/specification of the Project, together with time for delivery/milestones
Project Period	The Project will commence on [start date] and will continue until [end date].
Site Location(s)	The site(s) where the Project is to be carried out [is/are INSERT].
Consents, permits, accreditations and/or licences (clause 0)	[insert]
Inputs	<p>You and Yorkshire Water will each provide the following Inputs in relation to the Project, in accordance with the following timeframes (if any):</p> <p>Yorkshire Water: [input], [timescale]</p> <p>[party name]: [input], [timescale]</p>
Charges	<p>[Insert table of Charges, including payment milestones/dates etc]</p> <p>[insert how regularly invoices to be raised etc].</p>
Each party's limit of liability (clause 0)	[200% of the Charges]

HEALTH AND SAFETY

1 HEALTH AND SAFETY

The Client's health and safety vision is "Everyone, Every day, Safe and Well".

You will:

- (a) comply with the Client's Life Saving Rules (shown below) while working for and on behalf of the Client;



- (b) act in a collaborative manner to work in a way which prioritises health and safety;
- (c) as part of your work on the Project ensure that you identify hazards, quantify and manage risks to implement appropriate and effective control measures to eliminate or reduce them;
- (d) report any such hazards and risks to the Client where appropriate; and
- (e) ensure that your personnel and subcontractors' personnel have the right competencies and equipment to work safely.