

# Management Plan for Westlands Country Park



**September 2012 – August 2015**

West Lands CP - aerial



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Scale 1/1700

Date 24/8/2010

Centre = 596616 E 223203 N

## 1. AIMS

This management plan has been produced by the Countryside Sites Manager in Colchester Borough Council's Parks and Recreation team. It covers a period of 3 years and its purpose is to;

- Provide a structured and clear approach to looking after the park.
- Guide routine management and new works.
- Set out the resources required and available to look after the park.
- Assist partnership working.
- Comply with the lease between Colchester Borough Council and Essex County Council.

## 2. REQUIREMENTS

- Families with young children: An area of short grass for community events.  
Improvements to the surface of the paths.  
Play equipment.
- Older people: Seating at intervals alongside the paths.
- Young people: Play equipment
- All users: Site information and notices at entrances.  
Maintain entrances and dog bins.  
Pick litter.  
Detering anti-social behaviour

All users: part of the pleasure for all users is derived from the semi-natural and diverse character of the park. We need to preserve, and wherever possible, enhance this.

## 3. BACKGROUND

3.1 Westlands Country Park has been created from the restored Shrub End landfill site. Essex County Council (ECC) own the land, but much of the day-to-day estate management responsibility has passed to Colchester Borough Council's (CBC) Parks and Recreation team by means of a 25 year lease agreed between the two Councils in 2011 (Appendix 1 - Copy of Lease).

3.2 Following closure of the landfill operation the site was 'capped' and planted with trees in three phases between 1998 - 2002. They were planted under a Forestry Commission grant scheme on the condition that the woodland should not be removed, although it can be thinned.

3.3 In 2007 a public meeting was held to invite local residents to form a community group to work in partnership with Colchester Borough Council and Essex County Council on the development of the site. The group formed and its name – Friends of Westlands Country Park (FWCP) – reflected the feelings of residents who believed that

protecting and enhancing the wildlife and amenity value of the site should be the primary aim of any management regime. A committee formed and has been active ever since. There are currently 71 'Friends' who each pay a nominal membership subscription. The main aims of the FWCP are set out in the group's Constitution (Appendix 2 - FWCP Constitution). FWCP are members of BTCV's Community Network and hold public liability insurance cover to enable volunteers to carry out practical works on-site.

- 3.4 Westlands Country Park officially opened to the public in August 2007. It covers an area of approximately 16 hectares; 6 hectares of trees and 10 hectares of herbaceous vegetation. It benefits from its setting adjacent to the Grymes Dyke Open Space and farmland to the west, and Gosbecks Archaeological Park to the south. Collectively, these sites provide numerous opportunities for informal recreation, and for exploring and enjoying the surrounding countryside including the Roman River Valley.
- 3.5 The range of semi-natural habitats present in the country park suggests that it has an important wildlife value in a local context. A wildlife assessment carried out during 2008 by the Colchester Natural History Society (CNHS) recommended that the maintenance of habitat diversity should be a key feature of future management (Appendix 3 - Species List).

**Achievements to date include:-**

- Successful fundraising by FWCP to fund the installation of play area, trim trail equipment and zip wire
- Events and activities run by FWCP
- Planting and maintenance of trees
- Installation of 1.5 km hard surfaced path network
- Installation of entrance furniture
- Installation of dog / litter bins at entrances
- Installation of visitor information panels at entrances
- Installation of adapted gate on James Carter Road entrance to park
- Wildlife assessment and surveys and informal wildlife recording
- Completion of the lease between CBC and ECC

**4. MANAGEMENT ISSUES AND IMPROVEMENTS**

**4.1 Landfill management**

ECC will continue to manage the landfill, and monitor and control pollution. Gas is burned using an on-site flare. Weekly monitoring inspections will continue throughout the period of this plan. ECC are also responsible for remedying any unplanned land settlement or land movement that exposes tipped materials.

**4.2 Grassland management**

Currently there are different cutting types and frequencies employed on site;

- (a) The margins of the surfaced paths, the perimeter trenches and access to the gas monitoring wells are cut regularly. ECC will continue to carry out this maintenance.
- (b) Several areas of shorter grassland - including the area adjacent to the trim trail - have previously been cut by ECC. Responsibility for maintaining these areas will pass to CBC who propose to modify the approach. A new network of 3m wide paths through the grassland and a smaller 'kickaround' area will be established and maintained. In

addition CBC will maintain as short vegetation the areas closest to the trim trail and play equipment and the concentric circles of trees on the mound.

- (c) Elsewhere, between 2 and 3 hectares of vegetation has been cut for hay each year (in September/October) with the crop removed from site. CBC employ an agricultural contractor to do this work and will continue to do so. The usual convention with an area such as this is to divide it into two or three blocks and cut one per year. This ensures that cover, feeding opportunities and refugia are maintained for wildlife throughout the year.
- (d) 'Conservation' areas that are left uncut. It is proposed that this minimal cut approach will continue so that these areas develop into undisturbed shrubby grasslands. This type of habitat is ideal for spiders, invertebrates, butterflies, reptiles, small mammals and many birds. Such areas would be cut on a 3 – 5 year cycle if required.
- (e) A small wildflower garden has been established by the FWCP near to the James Carter Road entrance. FWCP will continue to be responsible for the maintenance of the garden.

The approach to grass-cutting outlined above will lead to a good range of different grassland types with benefits to a wide range of wildlife, whilst also providing sufficient areas for recreation (Appendix 4 - Plan of proposed grassland management).

- (f) In addition, there are some other areas, north of the avenue of trees, which may benefit from more frequent cutting, as they tend to have a lot of thistles and bristly oxtongue. It is not proposed to frequently cut these areas in 2012/13, but instead monitor the weed growth and decide on future management.

#### 4.3 Tree management

Establishment of the woodland trees has been excellent. Tree tubes should continue to be removed to avoid damage to the trees. The priority is;

- trees that have stems roughly 50mm (2") or more in diameter
- multi-stemmed trees on which the stems have roughly the equivalent bulk of the trees that have stems 50mm in diameter
- any guards that have come loose or are starting to come off or split
- on the planting alongside the site's south-west boundary (Phase 1)
- within the tree belt planted by volunteers near James Carter Road
- the weaker trees e.g. alders where the foliage is thin

Ties should be removed along with guards and the guard stakes removed too.

Thinning of the trees should begin to ensure their long term health. Before any thinning work is undertaken CBC will consult the Forestry Commission and, if necessary, seek a Felling Licence. Generally, thinning is best done little and often, and should be gradual to avoid the risk of windthrow. It should avoid the bird nesting season from February through to July. In identifying which trees to favour it is important to look for vigorous, straight upright stems. The selected trees, which will eventually produce the best specimens, should ideally be pruned of low branches and should be reasonably evenly spread through the woodland. Lop and top can be left on the ground to decay and return nutrients into the soil. No burning of material is allowed on-site as this is a general hazard and may cause damage to the

surrounding trees. Therefore larger material must be burnt off-site. (Appendix 5 plan – Plan and phases of tree planting).

The avenue of planted trees on the mound and the circles of trees on top will continue to be maintained by CBC as required to retain the pattern, including the replacement of any guards and trees.

There are approximately twenty poplars pollards growing to the rear of the properties on Straight Road that require periodic remedial work. They were repollarded in February 2010 (one was felled, due to dieback and foreseeable death). It is proposed that CBC do this work during winter 2012/13. Elsewhere boundary trees will be assessed as required. In general remedial work will only be carried out by CBC in circumstances where boundary trees pose a significant health and safety issue.

#### 4.4 Children's play areas

The main play area, trim trail and zip wire were installed by CBC in consultation with FWCP who raised the funding from external grants. The equipment is inspected (and the litter bin emptied) by CBC on an 8 - 10 day cycle reinforced by an annual inspection carried out by a ROSPA accredited independent inspection company. Repairs and maintenance of the equipment is done by CBC.

#### 4.5 Fouling and littering

Westlands Country Park is a popular dog walking site. Most dog owners are responsible and levels of dog fouling on the site are currently reasonably low. However, this will be kept under review. The existing dog bins will be maintained and/or replaced by CBC as necessary. Bins are emptied by CBC on a regular basis. There are no plans to install more litter bins (there is one in the main play area). Visitors should be encouraged to take their litter home. Currently litter picking is carried out by volunteers and CBC's Countryside Ranger, and it is proposed that this continue.

#### 4.6 Wildlife surveys

The wildlife assessment undertaken by CNHS in 2008 confirmed that the management approach is achieving a good balance between the needs of wildlife and visitors to the site. However, it recommended that further surveys are undertaken to learn more about the presence and distribution of butterflies, reptiles and invertebrates. Once these surveys have been undertaken and analysed site management practices may need to be adjusted. In addition, visitors should be encouraged to contribute their wildlife observations and species lists will be kept for trees and shrubs, flowers, birds, mammals and butterflies.

#### 4.7 Events/guided walks

The number and type of events that can be held at Westlands Country Park is limited by the lack of toilet and parking facilities. However, short events based around the sites landscape and wildlife can be organised and promoted locally. In addition, other events such as fun days are organised by the FWCP. Permission to use the site for these events should be sought from CBC.

#### 4.8 Fencing, gates and paths

ECC will maintain the fences and gates to a standard suitable for the security of the park. It will also maintain the paths, tracks and gates to enable monitoring staff to access gas monitoring points, gas extraction infrastructure and groundwater surface water and leachate monitoring points. In addition, CBC will carry out occasional

repairs to the tracks and control vegetation on them as required as well as being responsible for any improvements to the path network necessary for public access. FWCP will continue to be responsible for the daily unlocking and locking of the gated entrance at James Carter Road in line with the agreement made between CBC Chairperson and FWCP on 12/08/10. This was done to reduce antisocial behaviour. The opening times at this entrance are as follows;

6:30am – 9:00pm between 1<sup>st</sup> April – 31<sup>st</sup> October  
6:30am – 7:00pm between 1<sup>st</sup> November – 31<sup>st</sup> March

The two entrances between Brickwall Farm and Stanway Green will continue to be open at all times.

#### 4.9 Notices and public information cases

ECC and CBC will maintain notices by the entrances prohibiting fires and barbecues, fly tipping, caravans and camping, motorcycles and vehicles, digging and metal detecting, powered model aircraft and wind powered vehicles. The use of the glazed information cases will continue to be shared by FWCP and CBC. They publicise events and activities, and provide management news.

#### 4.10 Car park

Currently there are no plans to open up the park and reserved car park area to Peddars Close. Should ECC decide to open this route it will do so in consultation with CBC and local residents, and will fund any works required.

#### 4.11 Alterations and additions

Any alterations or additions to the site – including excavations of any sort - cannot be done without prior written consent of ECC. CBC will be responsible for ensuring that health and safety regulations are satisfied where alterations/ additions are permitted.

#### 4.12 Inspections and monitoring

In addition to ECC's weekly landfill inspections CBC's Countryside Ranger will periodically patrol the park and respond to reported incidents. A joint annual inspection will be carried out by ECC and CBC Officers to review working arrangements and discuss adjustments to the management plan. The Countryside Ranger will produce a short action plan each year in October setting out the next years work. This will be forwarded to FWCP and ECC.

#### 4.13 Seating

Currently there are five benches around the park and play areas. It is proposed to install another one near to the zip wire. Before new benches are installed CBC's Countryside Ranger and FWCP should agree the type and location.

### 5. FUNDING

Grass cutting and infrastructure costs will be met by CBC and ECC. CBC will agree a price for the regular grounds maintenance work with its term grounds maintenance contractor, Veolia Environmental Services Ltd. CBC will produce a budget each year based on the action plan and ground maintenance costs. The FWCP will continue to work with CBC to seek external grants to fund any major recreational improvements. Some of the smaller-scale work may be undertaken at very low cost by volunteers from the FWCP in liaison with CBC's Countryside Ranger for the park.

## **6. DELIVERY**

CBC and ECC, and their contractors, will carry out all the routine maintenance as set out in the table of works below. Members of the FWCP, other local volunteers and BTCV will undertake or assist with many of the smaller improvement projects and with guided walks and community events. Where possible other community groups and youth organizations will be invited to help with projects. Service provision will be monitored and evaluated by CBC Officers in conjunction with local people through the FWCP.

## 7. TABLE OF WORKS

Description	Target Date	Responsibility	Financial Resource
Cut path sides, access to monitoring wells & perimeter trenches	Monthly April - Nov	ECC	ECC budget
Cut grass paths (3m wide), community events & recreational areas: 9,300m <sup>2</sup>	Monthly 8 occasions April – Nov	CBC	CBC 1521 2410
Cut & clear hay 2 – 3ha in rotation	Annually Sept / Oct	CBC	CBC 1521 2412 PM06
Cut conservation grass areas with flail	Every 3 to 5 years	CBC	CBC 1521 2412 PM06
Monitor bristly oxtongue and thistle in areas north of the avenue of trees, and decide on future management	Summer 2012	CBC	N/A
Control vegetation on paths as required	Spring as required	CBC	CBC 1521 2412 PM06
Thin plantation trees	Annually Nov - Feb	CBC	CBC 1521 2412 PM06
Pollard poplars	2012/13	CBC	CBC 1521 2412 PM06
Maintain fences, tracks & gates	As required	ECC	ECC budget
Empty dog bins	Weekly	CBC	CBC Street Services
Remove tree guards from plantation areas in Phase 1	Annually Sept/Oct	FWCP/CBC/ BTCV	N/A
Maintain wildflower garden	Annually	FWCP/CBC/ BTCV	N/A
Replace dead/dying trees on hilltop and avenue	2012/13	CBC	CBC 1521 2412 PM06
Undertake further monitoring/recording of birds, plants and butterflies	Annually as opportunities arise	CNHS/FWCP	N/A
Inspect play equipment and maintain	Every 8 – 10 days	CBC	CBC Play Areas budget
Inspect play areas	Annually late summer	Accredited inspector	CBC Play Areas budget
Patrol site & remove incursions	Fortnightly	CBC	CBC 1521 2412 PM06
Produce action plan	Annually Sept / Oct	CBC Ranger	CBC 1521 2412 PM06
Carry out inspection	Annually	CBC & ECC	CBC & ECC budgets
Update plan	Summer 2015	CBC	CBC 1521 2412 PM06

FWCP Friends of Westlands Country Park  
 CBC Colchester Borough Council  
 ECC Essex Country Council

## 8. PEOPLE & ORGANISATIONS RESPONSIBLE FOR WESTLANDS COUNTRY PARK

Karen Ward-Murtagh  
Chair  
Friends of Westlands Country Park  
[karen.ward-murtagh@hotmail.co.uk](mailto:karen.ward-murtagh@hotmail.co.uk)

Victoria Muir  
Secretary  
Friends of Westlands Country Park  
[fowcp@yahoo.co.uk](mailto:fowcp@yahoo.co.uk)

Andrew Brown  
Landfill Restoration Manager  
Essex County Council  
Tel 01245 437018  
[a.brown@essex.gov.uk](mailto:a.brown@essex.gov.uk)

George Davidson  
Countryside Ranger  
Colchester Borough Council  
Tel 01206 853588  
[countryside@colchester.gov.uk](mailto:countryside@colchester.gov.uk)

Paul Vickers  
Countryside Sites Manager  
Colchester Borough Council  
[paul.vickers@colchester.gov.uk](mailto:paul.vickers@colchester.gov.uk)

Peter Spurrier  
Landscape Officer  
Essex County Council  
Tel 01245  
[peter.spurrier@essex.gov.uk](mailto:peter.spurrier@essex.gov.uk)

Bob Penny  
Parks and Recreation Manager  
Colchester Borough Council  
Tel 01206 282903  
[bob.penny@colchester.gov.uk](mailto:bob.penny@colchester.gov.uk)

Steve Collis  
Parks and Recreation Officer  
(responsible for play areas)  
Tel 01206 282947  
[steve.collis@colchester.gov.uk](mailto:steve.collis@colchester.gov.uk)

CBC Parks Service Emergency No.  
Tel 01206 282266

## **Appendix 1 - Copy of the Lease (unsigned)**

THIS LEASE is made on                      day of                      2011

BETWEEN:

(1) ESSEX COUNTY COUNCIL

of County Hall Duke Street Chelmsford Essex CM1 1LX ('the Landlord') and

(2) COLCHESTER BOROUGH COUNCIL

of PO Box 5251 Town Hall Colchester Essex CO1 1GG ('the Tenant')

NOW THIS DEED WITNESSES as follows:

### **1 Parties**

In this lease 'the Landlord' and 'the Tenant' includes its statutory successors

### **2 Demise**

The Landlord with full title guarantee demises to the Tenant ALL THAT land described in the schedule ('the Demised Premises') TO HOLD to the Tenant for a term of twenty five years from the date hereof ('the Term') at the yearly rent of one peppercorn, if demanded, payable in advance on in every year the first of such payments to be made on the execution of this lease

### **3 Tenant's covenants**

The Tenant covenants with the Landlord as follows:

#### **3.1 Rent**

To pay the rent on the day and in the manner set out in this lease

#### **3.2 Outgoings**

To pay and discharge all rates taxes charges assessments and outgoings charged or imposed upon the Demised Premises

#### **3.3 Maintenance**

To maintain and keep the grassland areas of the Demised Premises and planting in line with the agreed Management Plan

#### **3.4 Surface Land**

To maintain the surface of the Demised Premises to ensure that previously tipped materials lying below the surface of the land are not exposed Provided that in the event

of unplanned land settlement or land movement exposing tipped materials then Clause 5.2 will apply

### **3.5 Permitted Use**

To keep and use maintain the Demised Premises only as an open space to be kept open at all times for the use of the general public but this sub-clause does not prevent the exercise by the Tenant of its powers under the Local Government Act 1972 Sections 144 or 145

### **3.6 Buildings**

Not to erect on the Demised Premises or any part thereof any building or structure without the prior written consent of the Landlord

### **3.7 Alterations and Additions**

Not to alter the Demised Premises or make any additions thereto without the prior written consent of the Landlord including the installation of any play equipment. The Tenant will be responsible for any equipment so installed and will ensure at all times that all alterations and additions satisfy health and safety regulations

### **3.8 Alienation**

Not to assign charge underlet or part with possession or share possession of the Demised Premises or any part or parts thereof

### **3.9 Fires and Barbecues**

Not to kindle or permit to be kindled any fire on the Demised Premises and not to permit any barbecues to be held or used on the Demised Premises

### **3.10 Fly Tipping**

Not to permit any fly tipping or dumping of refuse on the Demised Premises

### **3.11 Caravans and Camping**

Not to permit the parking of any caravans or any camping on the Demised Premises

### **3.12 Vehicles**

Not to permit any vehicles including motorcycles or other powered vehicles on the Demised Premises except for the purposes of carrying out monitoring and maintenance of the Demised Premises and for the Landlord fulfilling its obligations in accordance with clauses 5.2 to 5.4 hereof

### **3.13 Delivery up**

At the expiration or sooner determination of the Term quietly to deliver up possession of the Demised Premises to the Landlord

### **3.14 Indemnity**

The Tenant is to indemnify and keep indemnified the Landlord in respect of all claims for compensation, losses or damages whatsoever arising from the grant of this Lease or the use of the Demised Premises. The Licensor shall not be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which may be sustained by the Tenant its employees or anyone for whom it is responsible or any person entering the property in the exercise or proposed exercise of the Lease unless such injury or damage results from neglect by the Landlord or its servants or agents acting within the Landlord's authority and the Tenant shall indemnify and keep indemnified the Landlord against all claims damages and expenses in regard thereto and also from all other liability claims demands proceedings costs damages and expenses in respect of injury to (including injury resulting in death) and any damage to or loss of property which may result from the exercise or purported exercise of the Lease except as mentioned above

### **3.15 Public Liability Insurance**

In connection with the indemnity referred to in clause 3.14 above the Tenant shall immediately effect a public liability insurance policy for an amount of not less than £10M and shall maintain the policy in full force and effect for the total period of occupation of the Demised Premises

## **4 Provisos**

### **4.1 Breach of covenant**

If at any time during the Term the Tenant is in breach of any of the covenants given by it the Landlord may re-enter the Demised Premises or any part of them in the name of the whole and this Lease will immediately determine without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of covenant on the part of the Tenant

### **4.2 Third party rights**

It is hereby agreed and declared that no person who is not a party to this Lease shall be entitled in his own right to enforce any term of this Lease pursuant to the Contracts (Rights of Third Parties) Act 1999

## **5 Landlord's covenants**

### **5.1 Quiet Enjoyment**

The Landlord covenants with the Tenant that the Tenant paying the rent reserved and performing and observing the covenants given by it may peaceably hold the Demised Premises throughout the Term without any interruption except as aforesaid by the Landlord or any person claiming under him

### **5.2 Pollution**

The Landlord shall remain responsible for all pollution caused by the former use of the Demised Premises as a landfill site to include responsibility for unplanned land settlement or land movement exposing tipped materials and shall carry out at the

Landlord's expense any works required by the Environment Agency in order to prevent pollution occurring and to remedy any pollution arising or to prevent its continuance PROVIDED THAT the liability of the Landlord during the Term of this Lease is limited to the Permitted Use and PROVIDED ALSO that the liability of the Landlord during the Term of this Lease shall not extend to any fly tipping on the Demised Premises or adjoining land

### **5.3 Fences and Paths and Gates**

The Landlord will maintain fences and gates on the Demised Premises to a standard suitable for the security of the site and will maintain paths and tracks and existing gates to enable monitoring staff to access gas monitoring points gas extraction infrastructure and groundwater surface water and leachate monitoring points on foot or with vehicles and landscape maintenance equipment as necessary. The Landlord will maintain the vegetation within 1 metre of the paths and tracks to enable gas monitoring staff to access gas monitoring points and will maintain the vegetation immediately surrounding the gas monitoring points. The Landlord will not be responsible for and will not pay for the unlocking or locking of gates at the Demised Premises should this become necessary at any time during the Term in order to restrict public access to the Demised Premises

### **5.4 Erection of Notices**

The Landlord shall erect and maintain notices in prominent positions on the Demised Premises prohibiting the activities set out in clauses 3.9 to 3.12 hereof

## **6 Reservations**

The Landlord shall retain rights of access to all parts of the Demised Premises at all reasonable times with or without vehicles for the purposes of carrying out its obligations under clauses 5.2, 5.3 and 5.4 above including the installation of further monitoring equipment as appropriate and shall reserve the right subject to the service of reasonable notice to require the Tenant to temporarily suspend access to the public whilst any necessary investigations or works are undertaken in accordance with the Landlord's obligations under clause 5.2 above

## **7 Management of Demised Premises**

The Landlord and Tenant shall manage the Demised Premises in accordance with the Management Plan which shall be agreed between the parties and a joint annual inspection will be carried out in accordance with the Management Plan

## **8 Costs**

Each party shall be responsible for its own costs arising from the negotiation and preparation of this Lease

## **9 Access over the Green Route**

Should the Landlord decide to open the Green Route during the Term the Landlord, at its discretion and in consultation with the Tenant and local residents, will fund any works required to put the Green Route into a useable condition

## **10 Access via James Carter Road**

The Landlord will permit the Tenant to give keys to residents living in the locality of James Carter Road to enable them to lock and unlock the gates there on a daily basis in an attempt to reduce antisocial behaviour. The Landlord will not be or become responsible for the locking or unlocking of these gates at any time during the Term

## **11 Declaration**

The Landlord and the Tenant declare that this instrument is signed and executed by them as a deed in accordance with the Law of Property (Miscellaneous Provisions) Act 1989

IN WITNESS whereof the parties hereto have executed this Lease as a deed the day and year first before written

### **SCHEDULE 1 The Demised Premises**

The former Landfill Site at Shrub End, Shrub End Road, Colchester, Essex shown edged red on the attached plan ("the Plan") TOGETHER WITH pedestrian access for all persons authorised over and along the route shown coloured green on the Plan ("the Green Route"), or such other route as may be agreed between the parties at any time, for the purpose of the Permitted Use only in respect of the land edged red on the Plan TOGETHER ALSO WITH access onto the Demised Premises via the lockable gates on James Carter Road

THE COMMON SEAL of ESSEX COUNTY COUNCIL was hereunto affixed in the presence of:-

THE COMMON SEAL of COLCHESTER BOROUGH COUNCIL was hereunto affixed in the presence of:-

# Friends of Westlands Country Park



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## CONSTITUTION

### Name

The name of the group shall be Friends of Westlands Country Park

### Aim

To improve the green space generally known as Westlands Country Park

### Objectives

The group will fulfil the aim by :

- ◆ promoting the health and well-being of members of the community by ensuring that Westlands Country Park provides an environment for the benefit of all and working together regardless of age, ethnic origin, ability, gender, belief or political affiliation recognising the value of our many differences
- ◆ involving local people in improving the area
- ◆ carrying out and promoting both environmental improvement and practical conservation to educate, encourage and support the local community in environmental practice by working with statutory and non-statutory agencies
- ◆ promoting sport, community recreation and play facilities
- ◆ raising funds and receiving contributions where appropriate to finance the work
- ◆ publicising and promoting work
- ◆ opening bank accounts
- ◆ making rules and standing orders for categories of members and their rights
- ◆ negotiating insurance as necessary
- ◆ organising meetings, training courses and events

- ◆ working with similar groups and exchanging information and advice with them
- ◆ taking any action that is lawful which would help it to fulfil its aims

## **Membership**

Membership of Friends of Westlands Country Park shall be open to anyone who is interested in helping the group to achieve its aim and willing to abide by the rules of the group, irrespective of race, ability, nationality, political views, religious opinion or gender

Every member shall have one vote per household at public meetings

The Management Committee shall have the right to refuse membership to an applicant where it is considered such membership would be detrimental to the aims, purposes or activities of the group

Registration and termination of membership : Any member of the group may resign his / her membership and any membership may be terminated or suspended if it is considered that his / her conduct is prejudicial to the interests and objectives of the group provided that the individual member shall have the right to be heard by the Management Committee before the final decision is made. There shall be a right of appeal to an independent arbitrator appointed by mutual agreement

## **Management**

Friends of Westlands Country Park shall be administered by a Management Committee of not less than three people and not more than fifteen members elected at the group's Annual General Meeting

The officers of the Management Committee shall be :

The Chairperson  
The Vice-Chairperson  
The Treasurer  
The Secretary

and such other officers of the group as shall be deemed necessary at the Annual General Meeting

Any person wishing to join the Management Committee must follow a strict timeline. The individual must initially be a member of the Friends of Westlands Country Park and then become a member of the Management Committee. Once they have served a minimum of 12 months as a member of the Management Committee they may then be nominated at the next AGM to become an officer of the Management Committee

The Management Committee shall meet at least twice a year

At least five Management Committee members must be present for the Management Committee meeting to take place

Voting at Management Committee meetings shall be by show of hands on a majority basis. If there is a tied vote then the Chairperson shall have a deciding vote

Sub-groups and work parties may be set up as deemed necessary which groups shall be accountable to the Management Committee

All meetings must be minuted and be available to any interested party

All Management Committee members shall be given at least seven days notice of a meeting unless it is deemed an emergency meeting

### **Finance**

Any monies obtained by the group shall be used only for the group

Any bank accounts opened for the group shall be in the name of the group

Any cheques issued shall be signed by at least two of any three nominated signatories

The Management Committee will ensure that the group stays within the budget

### **General Public Meetings**

The Management Committee shall call at least one general public meeting each year which includes the Annual General Meeting. The purpose of any public meeting is for the group to account for its actions and consider the regeneration and development of Westlands Country Park according to the group's objectives

The Chairperson of the group shall normally chair public meetings

At least fourteen days notice of such a public meeting must be given and advertised in at least five public places

All public meetings, including the Annual General Meeting, must be minuted and be available to any interested party

The quorum for a public meeting is six

### **Annual General Meetings**

The Friends of Westlands Country Park shall hold an Annual General Meeting (AGM) at not more than fifteen month intervals

Where possible members shall be notified personally, otherwise notice will be deemed served by advertising the AGM in at least five public places giving at least fourteen days notice of the AGM

The business of the AGM shall include :

- ◆ receiving a report from the Chairperson of the group's activities over the year
- ◆ receiving a report and presentation of the last financial year's accounts from the Treasurer on the finances of the group
- ◆ electing Management Committee officers and members if necessary

and

- ◆ considering any other matter as may be appropriate at such a meeting

If the existing Management Committee are prepared to continue to stand and no other nominations have been received it is not necessary to re-elect the existing Management Committee at every AGM

The quorum for an Annual General Meeting shall be at least eight persons of which no more than four shall be Management Committee members

### **Alteration of the Constitution**

Proposals for amendments to this Constitution or dissolution must be delivered to the Secretary in writing. The Secretary in conjunction with all other officers shall then decide on the date of a meeting to discuss such proposals, giving at least four weeks clear notice

Any changes to this Constitution must be agreed by at least two thirds of those members present

### **Dissolution**

The group may be wound up at any time if agreed by two thirds of those members present and voting at any public meeting. Any assets remaining after the satisfaction of any debts and liabilities shall be transferred to Colchester Borough Council solely for use at Westlands Country Park

### **Adoption of the Constitution**

This Constitution was unanimously voted on and adopted by members present at an Annual General Meeting held on Friday, 17<sup>th</sup> June, 2011

Signed :

\_\_\_\_\_ Karen Ward-Murtagh (Chairperson)

\_\_\_\_\_ Andy Donnelly (Vice-Chairperson)

\_\_\_\_\_ Keith Owens (Treasurer)

\_\_\_\_\_ Victoria Muir (Secretary)

\_\_\_\_\_ David Ball (Management Committee Member)

\_\_\_\_\_ Pam Ball (Management Committee Member)

\_\_\_\_\_ Glyn Ward-Murtagh (Management Committee Member)

## Appendix 3 - Species List

### **Birds**

(19 species)

Hedge Accentor  
Blackbird  
Carrion Crow  
Collared Dove  
Goldfinch  
Black Headed Gull  
Greater Black-backed Gull  
Lesser Black-backed Gull  
Herring Gull  
Skylark  
House Martin  
Wood Pigeon  
Meadow Pipit  
Sparrow Hawk  
Starling  
Barn Swallow  
Swift  
Wren

### **Butterflies**

(4 species)

Meadow Brown  
Gatekeeper  
Green veined White  
Essex Skipper

### **Moths**

(8 species)

Agapeta Hamana  
Chrysoteuchia Culmella  
Latticed Heath  
Six-spot Burnet  
Shaded Broad Bar  
Common White Plume  
Crambus Pascuella Crambus Pelella

### **Crickets**

(1 species)

Roesel' Bush Cricket

### **Beetles**

(3 species)

Stag Beetle (Male)  
7 spot Ladybird  
Harlyquin Ladybird

### **Bugs**

(1 species)

Green Shield Bug

### **Grasshoppers**

(2 species)

Meadow Grasshopper  
Lesser Marsh Grasshopper

### **Wild Flowers/Plants**

(49 species)

Red Bartsia

Field Bindweed  
Hedge Bindweed  
Bramble  
Greater Burdock  
Creeping Buttercup  
Red Campion  
White Campion  
Wild Carrot  
Creeping Cinquefoil  
Red Clover  
White clover  
Centaury  
Oxeye Daisy  
Dandelion  
Common Fleabane  
Goat's Beard  
Hemlock  
Black Horehound  
Common Knapweed  
Common Mallow  
Musk Mallow  
Pineapple Mayweed  
Black Meddick  
Ribbed Mellilot  
Mugwort  
Mullein  
Bristly Ox-tongue  
Stone Parsley  
Common Poppy  
Long Headed Poppy  
Common Ragwort  
Goats' Rue  
Perforated St Johns Wort  
Self Heal  
Smooth Tare  
Hairy Tare  
Teasel  
Creeping Thistle  
Spear Thistle  
Welted Thistle  
Birdsfoot Trefoil  
Hop Trefoil  
Common Vetch  
Tufted Vetch  
Grass Vetchling  
Meadow Vetchling  
Weld  
Greater Willowherb

### **Grasses**

(3 species)

Cocksfoot  
False Oat Grass  
Timothy

## Appendix 4 – Plan of proposed grassland management



# Appendix 5 - Plan and phases of tree planting

