



## LEAD MEMBER FOR TRANSPORT AND ENVIRONMENT

**DECISIONS** to be made by the Lead Member for Transport and Environment,  
Councillor Claire Dowling

**MONDAY, 20 JULY 2020 AT 10.00 AM**

**CC1 - COUNTY HALL, LEWES**

**++Please note, the Lead Member will not be present in person, but will be taking the decisions remotely++**

### **AGENDA**

- 1 Decisions made by the Lead Cabinet Member on 20 May 2020 (*Pages 3 - 4*)
- 2 Disclosure of Interests  
Disclosure by all Members present of personal interests in matters on the agenda, the nature of any interest and whether the Members regard the interest as prejudicial under the terms of the Code of Conduct.
- 3 Urgent items  
Notification of any items which the Lead Member considers urgent and proposes to take at the appropriate part of the agenda.
- 4 East Sussex County Council and Wealden District Council Cuckoo Trail Management Agreement – 2020 to 2025 (*Pages 5 - 24*)  
Report by the Director of Communities, Economy and Transport
- 5 Any urgent items previously notified under agenda item 3

PHILIP BAKER  
Assistant Chief Executive  
County Hall, St Anne's Crescent  
LEWES BN7 1UE

10 July 2020

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NOTE: This meeting will be broadcast live on the County Council's website. The broadcast/record is accessible at  
[www.eastsussex.gov.uk/yourcouncil/webcasts/default.htm](http://www.eastsussex.gov.uk/yourcouncil/webcasts/default.htm)

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## LEAD MEMBER FOR TRANSPORT AND ENVIRONMENT

DECISIONS made by the Lead Member for Transport and Environment, Councillor Claire Dowling, on 20 May 2020 at County Hall, Lewes

++ Please note, the Lead Member was not present in person, but took the decisions remotely ++

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Councillor Peter Pragnell spoke on item 4 (see minute 3)

### 1 DECISIONS MADE BY THE LEAD CABINET MEMBER ON 22 APRIL 2020

1.1 The Lead Member approved as a correct record the minutes of the meeting held on 22 April 2020.

### 2 REPORTS

2.1 Reports referred to in the minutes below are contained in the minute book.

### 3 HASTINGS WALKING AND CYCLE NETWORK - QUEENSWAY TO SILVERHILL (WESTERN) ROUTE

3.1 The Lead Member considered a report by the Director of Communities, Economy and Transport. She confirmed that Councillor Phil Scott, one of the Local Members, supported the scheme.

#### DECISIONS

3.2 The Lead Member RESOLVED to (1) Note the results of the public consultation on the Hastings Western Pedestrian and Cycling Scheme; and

(2) Agree that the scheme is taken forward to detailed design and construction as part of the 2020/21 Capital Programme for Local Transport Improvements, subject to any delivery risks and delays arising from the current COVID-19 pandemic.

#### Reasons

3.3 The results of the public consultation on the Hastings Western Pedestrian and Cycle scheme show there is support for the proposed measures. Whilst there is concern about the safety of introducing shared route facilities for pedestrians and cyclists, evidence from other schemes introduced in the county do demonstrate these facilities can operate safely. The proposed shared pedestrian and cycle route aligns with the Walking and Cycling Strategy for Hastings adopted by the County Council in 2014 and will improve pedestrian and cycle connectivity to key trip attractors in the western part of the Hastings area between Sedlescombe Road and Bodiam Drive/Queensway.

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<b>Report to:</b>	<b>Lead Member for Transport and Environment</b>
<b>Date of meeting:</b>	<b>20 July 2020</b>
<b>By:</b>	<b>Director of Communities, Economy and Transport</b>
<b>Title:</b>	<b>East Sussex County Council and Wealden District Council Cuckoo Trail Management Agreement – 2020 to 2025</b>
<b>Purpose:</b>	<b>To seek approval of the Cuckoo Trail Management Agreement for 2020-2025</b>

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**RECOMMENDATIONS:** Lead Member is recommended to (1) approve the draft Cuckoo Trail Management Agreement between East Sussex County Council (ESCC) and Wealden District Council (WDC); and

(2) delegate authority to the Director of Communities, Economy and Transport to authorise completion of the Management Agreement on behalf of the County Council.

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## **1 Background Information**

1.1. The Cuckoo Trail (“the Trail”) officially opened in May 1995. Since September 1996, East Sussex County Council (ESCC) and Wealden District Council (WDC) have worked in partnership to manage the Trail, a 14 Mile (23km) route for walkers, cyclists and horse riders which stretches from Heathfield to Shinewater Park, Eastbourne. It passes through Horam, Hailsham and Polegate. The Trail primarily follows the track bed of the former Cuckoo Line railway which closed in 1968. Plan 1 – Appendix 2 shows the route of the Trail.

1.2. Around 80% of the Trail is in the freehold ownership of WDC, with the remaining 20% in the freehold of ESCC. Plan 2 – Appendix 3 details the extent of each Authority’s ownership.

1.3. As well as providing public off-road access, the Trail is also an important wildlife corridor. This means that the Trail is also managed for its ecology and as a ‘linear country park.’ WDC and ESCC have agreed to work to a detailed Landscape and Ecological Management Plan for the Trail with the joint aim of improving the ecology on site. This agreement is referenced in Para 7.0a of the draft Management Agreement.

1.4. The Trail is a popular, well known and well used off-road route. It is estimated that the Trail receives around 250,000 visitors annually. Part of Sustrans’ National Cycle Network route 21 and the London-Paris Avenue Vert follow the Trail. The Trail also features as an important strategic route in ESCC’s draft Local Cycling and Walking Infrastructure Plan.

## **2 Supporting Information**

2.1 Preceding Cuckoo Trail management agreements: Agreements between ESCC and WDC were previously on a three-year basis. In 2014, this was extended to five years and a draft agreement to cover 2015-2020 was agreed, but never signed. This was partly due to a now-completed review of countryside site management at ESCC, as well as contractor changes at WDC. Both authorities did, however, work to the spirit of the draft 2015-20 agreement during that time.

2.2 The rationale for change: Following ESCC’s recent Countryside Access Strategy review as well as the introduction of new operational countryside contractor arrangements at WDC, it

became clear that an updated Management Agreement was needed between both parties, especially from an operational and financial perspective.

**2.3 Key changes in the 2020-25 agreement:** The following points summarise the main changes proposed with the 2020-25 draft agreement:

**2.3.1 Land ownership and management:** In the draft 2015-20 agreement, and partly funded by an annual WDC contribution of £25k, ESCC managed works and public enquiries along the whole Trail. In the 2020-25 agreement, ESCC will only manage works on the section of Trail within their freehold ownership. WDC will manage all works on the section of Trail within their freehold ownership.

**2.3.2 Single point of contact for public enquiries:** To provide a single point of contact along the Trail, ESCC will continue to handle all initial public enquiries (Schedule 2, paras c and d.) ESCC will deal directly with any enquiries which arise on its own freehold section. However, any enquiries in relation to WDC's freehold section of the Trail will be referred by ESCC to WDC. As detailed in Table 1, p.7, WDC will contribute £10k annually towards ESCC providing this service (that will also cover ESCC's facilitation of the governance arrangements detailed below.) The costs detailed in Table 1 will be reviewed annually in line with the CPIx.

**2.3.3 Simplified governance arrangements:** Prior agreements have required four formal management meetings a year to plan and monitor Cuckoo Trail work. As detailed in Schedule 1d (page 6) the new agreement reduces this to two management-level ('core Group') meetings a year, including an annual joint inspection of the Trail. Between Core Group meetings, two officer level meetings will be held with a more operational focus.

**2.3.4 Sharing of services and joint-projects:** As appropriate, either Authority can engage each other's rangers or contractors to carry out works on their own section of the Trail. Any such works will be based on actual costs incurred, with no profit element included. Works and projects which benefit the whole Trail, and subject to prior agreement between both parties, will be split on an 80%/20% basis between WDC and ESCC respectively and in line with land ownership.

**2.4** The 2020-25 draft agreement was due to come into force on the 1 April 2020, however, agreement of the final draft version was delayed by the COVID-19 pandemic and lockdown in March. Both ESCC and WDC have been working to the principles of the agreement since 1 April 2020.

**2.5 Financial information:** While the new agreement will reduce WDC's annual management contribution to ESCC from £25k to £10k, the County Council's maintenance commitment to the Trail will reduce from 100% to 20%, as the Rights of Way & Countryside Team will only need to cover the section of land within the County Council's ownership. The resources freed up by this change will be re-focused onto the County Council's statutory maintenance of the 2,000 miles of Public Rights of Way in East Sussex.

### **3 Conclusion and Reasons for Recommendations**

**3.1** Lead Member is recommended to approve the draft Cuckoo Trail Management Agreement between ESCC and WDC covering the period from 1 April 2020 to the 31 March 2025, and delegate authority to the Director of Communities, Economy and Transport to authorise completion of the Management Agreement by the County Council.

RUPERT CLUBB

Director of Communities, Economy and Transport

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**LOCAL MEMBERS**

Councillor Nick Bennett	Arlington, East Hoathly & Hellingly
Councillor Bill Bentley	Wealden East
Councillor Bob Bowlder	Hailsham Market
Councillor Gerard Fox	Hailsham New Town
Councillor Daniel Shing	Polegate & Watermill
Councillor Stephen Shing	Willingdon & South Downs
Councillor Rupert Simmons	Heathfield & Mayfield
Councillor Alan Shuttleworth	Langney
Councillor Colin Swansborough	Hampden Park

**BACKGROUND DOCUMENTS**

None

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## PARTIES

BETWEEN

And

**WHEREAS**

- 1  
Page 9

consistency in the levels of maintenance and amenity and in the control of development on or adjacent to the Trail

5. This Agreement is made under the provisions of Section 19 Local Government (Miscellaneous Provisions) Act 1976 and Sections 101 and 111 Local Government Act 1972

**IT IS HEREBY AGREED AND DECLARED** as follows

## **1.0 DEFINITIONS AND INTERPRETATION**

### **1.1**

“Agreement Period” - means the Initial Period plus any Renewal Period.

“Commencement Date” – means 1 April 2020.

“The Contractor” - A contractor employed by the County Council or the District Council.

“The Core Group” - Shall be the operational lead officers and senior officers for the Councils with responsibilities for the Trail.

“The Corporate Assets Team - Officers employed by the District Council to carry out management and maintenance of their parks and open spaces.

“The Councils” - The County Council and the District Council.

“Cuckoo Trail/The Trail” - Land forming part of the disused railway line between Polegate and Heathfield owned leased or occupied by the District Council and County Council respectively together with other land and which is shown shaded in green and yellow on the Plan attached to this Agreement.

“Index” means the United Kingdom General Index of consumer Prices – CPIx or if such index shall cease to be published any official publication substituted for it;

“Initial Period” means a period of twelve (12) months from the Commencement Date.

“LEMP”- The Landscape and Ecological Management Plan including a forward Action Plan agreed by the Councils.

“Plan” - the plan in Schedule 4 labelled “Plan 1”.

“The Rights of Way & Countryside Team” – Officers and rangers employed by the County Council to carry out management and maintenance of Public Rights of Way and countryside sites.

“Table of Costs” - This is the schedule identifying charges and recharges between the Councils for the management and maintenance of the Trail.

“The Working Party” - Shall be the operational lead officers for the Councils responsible for the Trail.

- 1.2 In this Agreement unless the context otherwise requires:
  - 1.2.1 words importing any gender include every gender
  - 1.2.2 words importing the singular number include the plural number and vice versa
  - 1.2.3 words importing persons include firms companies corporations and other legal entities and vice versa
  - 1.2.4 references to numbered clauses are to the relevant numbered clause in this Agreement
  - 1.2.5 the contents of and the headings to the clauses and schedules of this Agreement shall not affect the interpretation of it
  - 1.2.6 reference to any Act of Parliament includes any statutory modification or re-enactment thereof for the time being in force and any order instrument plan regulation permission or direction made or issued thereunder or deriving validity therefrom
- 1.3 Nothing in this Agreement shall fetter or restrict the discretion of the Councils in the exercise of their respective powers and duties under any statutory enactment or other enabling power for the time being in force.
- 1.4 Notices served under the terms of this Agreement shall be deemed to have been validly served if delivered by hand or sent by first class or recorded delivery post addressed to the party at the address given in this Agreement or such other address as may from time to time be notified in writing

## **2.0 Term of Agreement**

- 2.1 The Agreement shall commence on the Commencement Date and shall continue for the Initial Period at which point it will be renewed automatically for successive periods of twelve (12) months (each a twelve (12) month period) being a “Renewal Period” while both parties retain a freehold interest in the Trail.
- 2.2 This Agreement shall be reviewed at least every five (5) years or earlier if both parties agree that a review is needed.

## **3.0 Costs**

- 3.1 On each anniversary of the Commencement Date the Table of Costs (Table 1) included in Schedule 1 shall be increased or reduced by a percentage not exceeding the increase or reduction (if any) in the Index (using the most recently available edition) immediately preceding such price review or, in the case of the first review, since the Commencement Date.

- 3.2 The Table of Costs (Table 1) included in Schedule 1 shall be reviewed annually.

#### **4.0 Third Parties**

The provision of this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

#### **5.0 Operative Provisions**

- 5.1 The County Council shall observe the obligations set out in Schedules 1 and 2.
- 5.2 The District Council shall observe the obligations set out in Schedules 1 and 3.
- 5.3 The Councils do not hereby dedicate any part of the Trail as public highway and use by the public of any land in the Trail shall not be other than with the permission of the respective Councils which may be withdrawn at any time and which shall be for the purposes of walking, cycling and, where appropriate, horse riding only.

#### **6.0 Termination**

- 6.1 the Agreement may be terminated as follows:
- 6.1.1 At any time by mutual consent of both parties, provided that such consent to terminate is in writing and is signed by each of the parties; or
- 6.1.2 By either party giving six (6) months' notice in writing to the other party; or
- 6.1.3 If either party is unable to or fails to meet their obligations as set out in their joint or respective schedule, the other party may serve three (3) months' notice to improve, if matters are not resolved satisfactorily the Agreement shall then cease immediately.

#### **7.0 Landscape and Ecological Management Plan (LEMP):**

- a) The LEMP appended to this Agreement shall be valid for the period of the Agreement and subject to annual review and agreement by both Councils at the annual Core Group meetings.

## **Schedule 1 Joint obligations**

The Councils shall:

- a) Develop, maintain and review a LEMP for the Trail to include agreeing and implementing a forward Action Plan.
- b) consult each other and provide joint responses to Major Planning Applications on or adjacent to the Trail.
- c) Take part in a joint cycle and inspection along the full length of the Trail each spring. This shall be to review works completed in the previous year and to agree works and priorities for the coming year.
- d) Attend and complete agreed actions from the following joint meetings between the Councils. The timing of meetings shall typically be:

I.	Joint cycle ride/Trail inspection	March/April
II.	Working Party meeting	April/May
III.	Core Group meeting	August/September
IV.	Working Party meeting	December/January

The meetings may be face-to-face or by tele-conference/video calls as agreed by both parties, or as appropriate, by an exchange of emails.

- e) Make sufficient monies available each year to maintain their respective sections of the Trail.
- f) Prepare and manage a planned works programme for larger items of expenditure for their sections of the Trail, co-ordinating related works with the other party as necessary to ensure efficient working and value for money.
- g) Procure and establish appropriate maintenance and repair contracts, or in-house resources, to effectively manage their section of the Trail, where permitted to make such contracts available to the other Council and, where beneficial for both Councils, to establish joint contracts for the Trail. Such works may include:
  - i. Minor building works and repairs.
  - ii. Planned and ad-hoc management of soft and hard landscape maintenance and contractors working along the Trail.
  - iii. Identification and removal of graffiti along the Trail.
  - iv. Identification and removal of unauthorised signage along the Trail.
  - v. Cleaning of signage, seats and other Trail furniture.
  - vi. Litter picking.
- h) Arrange for appropriate expert surveys and inspections of any tunnel bridge or culvert in their section of the Trail, to include a 10-year planned works programme.

- i) Arrange for safety inspections of the Trail at appropriate intervals.
- j) Provide access to the Trail for each other and/or their Contractors.
- k) advise each other of any encroachment identified in their respective sections of the Trail.
- l) take appropriate action against any encroachment identified along their respective sections of the Trail.
- m) To agree and prepare leaflets and other literature jointly to promote the Trail.
- n) Provide information on their respective websites relating to the Trail.
- o) Maintain appropriate insurance cover to meet any claims by third parties using the Trail.
- p) Jointly agree any acquisitions or disposals of land immediately adjacent to the Trail.
- q) Enter into joint external-funding bids and related activities with the agreement of both Councils.
- r) Promotion of the Trail will be carried out jointly by the Councils who shall share any associated costs in proportion to the length of Trail within their ownership (80% District Council and 20% County Council.) This may include tourism, health and other relevant activities.
- s) The Councils will remain liable for the maintenance and repair of their sections of the Trail, co-operating to ensure a single standard of maintenance and amenity is achieved. and
- t) Where one party takes a lead in an aspect of the Trail a management fee may be paid by the other party. This shall be based upon actual costs incurred with no profit element included as set out in the Table of Costs (Table 1.)

## Table of Costs

The Table of Costs is current at the commencement of the Agreement, shall be reviewed annually by the Core Group and any changes to it agreed by both Councils.

<b>Table 1: Table of Costs</b>		
<b>Number</b>	<b>Item</b>	<b>Detail</b>
I.	Management Charge	£10,000 p/a paid by the District Council to the County Council in two six-monthly instalments. (£5,000 in July and January each year.)
II.	Incidental costs	To benefit the whole Trail and subject to prior agreement will be split 20% the County Council and 80% the District Council (as per each Councils landownership of the Trail.)
III.	District Council & County Council costs	To benefit the other Council to be recharged at time cost only with no profit or overhead charge.
IV.	Third party costs	Consultant and supplier costs to benefit the other Council to be applied at cost only and with no profit or overhead charge.
V	Review of costs	The Management Charge shall be reviewed annually or when the delivery of the service is amended.

## **Schedule 2 County Council Obligations**

The Functions and responsibilities of the County Council shall be to:

- a) Promptly pay invoices properly received from the District Council, as set out in the Table of Costs (Table 1.)
- b) Provide a Ranger service to manage the section of Trail within the County Council's ownership. This service may also be available to the District Council as per the County Council's charge out rates and to cover costs of materials and other related costs.
- c) Be the first point of contact for all enquiries regarding any part of the Trail.
- d) As detailed in Paragraph c of Schedule 2, the County Council is the first point of contact for all public enquiries and will, in reference to the Councils' land ownership, delegate enquiries to the District Council as appropriate.
- e) Provide contact details to the District Council for out of hours emergencies.
- f) Arrange and attend the annual joint cycle ride/Trail inspection by the Working Party, provide suitable transport, draw up written and photographic records and works schedules for agreement by the Working Party. The format of the report is to be agreed by the Working Party.
- g) Arrange and attend two Working Party meetings (summer and winter) and prepare minutes with action points. Meetings may be hosted at the Councils' respective offices and can also be carried out via tele-conference/video conference or an exchange of emails as per paragraph e of Schedule 1.
- h) Arrange and attend Core Group meeting annually each autumn and prepare minutes with action points. Meetings may be hosted at the Councils' respective offices.
- i) Liaise with the County Council's Highways or Rights of Way Teams regarding any concerns at road, footpath or bridleway junctions.
- j) Carry out the following duties relating to the section of Trail within the County Council's land ownership:
  - I. Action as appropriate any safety concerns regarding the Trail.
  - II. Agree action to be taken regarding any other high priority localised 'hotspot' concerns identified by either party along the Trail.
- k) Provide support in relation to joint external funding bids.
- l) Provide support for Public Health and Wellbeing initiatives.
- m) Pay the District Council 20% of the costs for the emptying of dog and litter bins along the Trail.

### **Schedule 3 District Council obligations:**

- a) Promptly pay invoices properly received from the County Council, as set out in the Table of Costs (Table 1.)
- b) Carry out the following duties relating to the section of the Trail within the District Council's land ownership:
  - I. Provide appropriate Officers to support this Agreement.
  - II. Deal with enquiries regarding the Trail, whether by phone and email and action or pass on to others as appropriate. This includes issues referred to the District Council by the County Council, who act as 'first point of contact.'
  - III. Agree action to be taken regarding any other high priority localised 'hotspot' concerns identified by either party along the Trail.
  - IV. Arrange and manage a Contractor to empty litter and dog bins along the Trail.

## Schedule 4 Plan of the Trail

The Plan included below shows the full extent of the Trail and areas in the Councils' respective ownership.



Plan 1 - Cuckoo Trail  
ESCC and WDC.pdf

## **Appendix 1 – Landscape and Ecological Management Plan**



WDC Landscape and  
Ecological Manageme

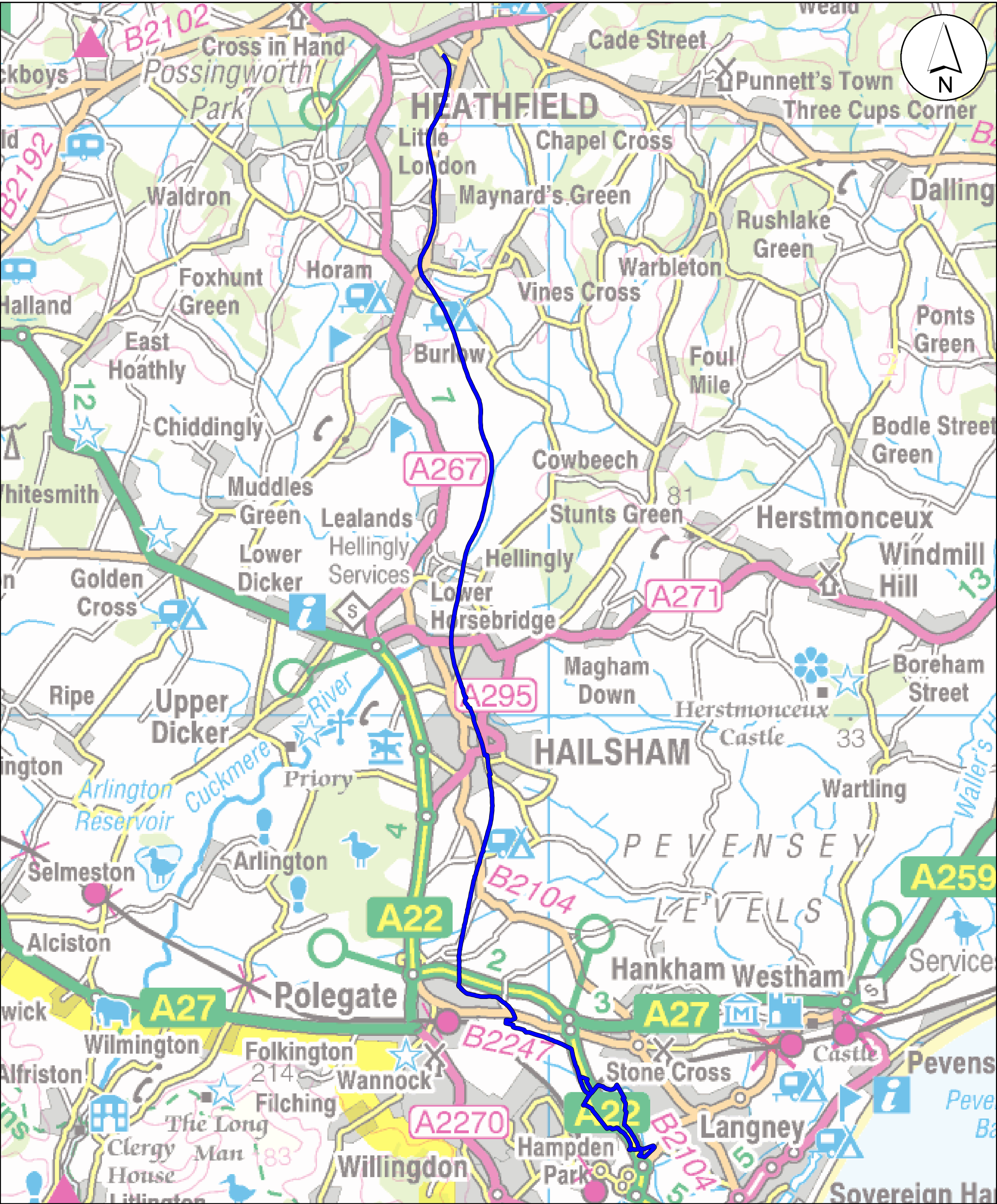
**IN WITNESS** whereof the parties hereto have caused this Agreement to be duly executed as a Deed the day and year first before written



by the affixing of the **COMMON SEAL of  
EAST SUSSEX COUNTY COUNCIL**  
in the presence of:

Authorised Signatory

The Common Seal of <b>WEALDEN</b>	)
<b>DISTRICT COUNCIL</b> of	)
was hereunto	)
Affixed in the presence of:-	)

.....  
Authorised signatory



Map Title: Plan 1 - Cuckoo Trail overview		<div>East Sussex County Council County Hall St Annes Crescent Lewes</div> <div> eastsussex.gov.uk</div>
Key: Cuckoo Trail 		<div>© East Sussex County Council 2019. Aerial Photography © Getmapping.com 2019.</div> <div>This map is reproduced from Ordnance Survey material with the permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office © Crown copyright. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings. 100019601. 2019.</div>
Date: 17.06.20	Map No: 1	<div>Page 21</div>
Scale: 1:65,000	Author: ALG	

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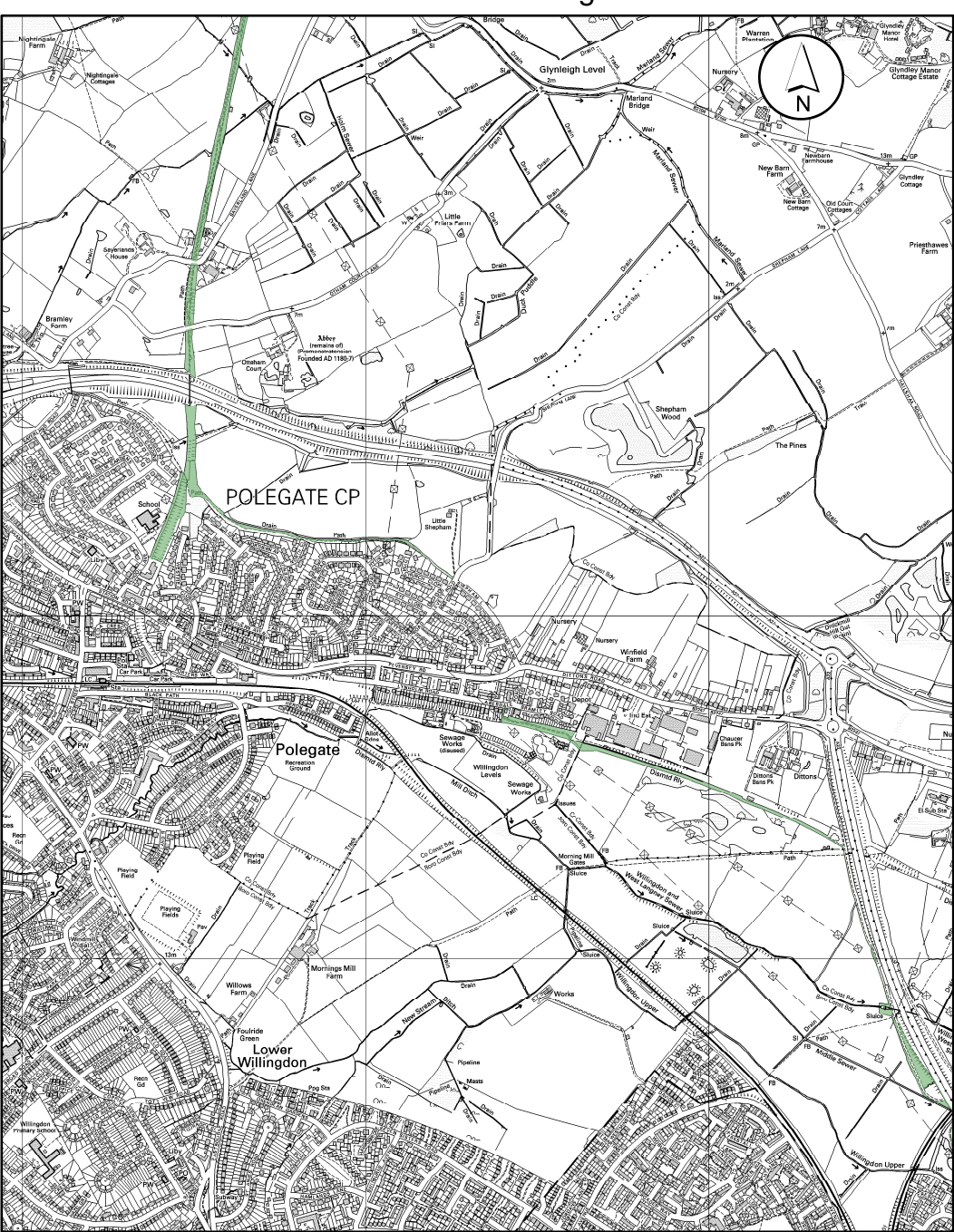
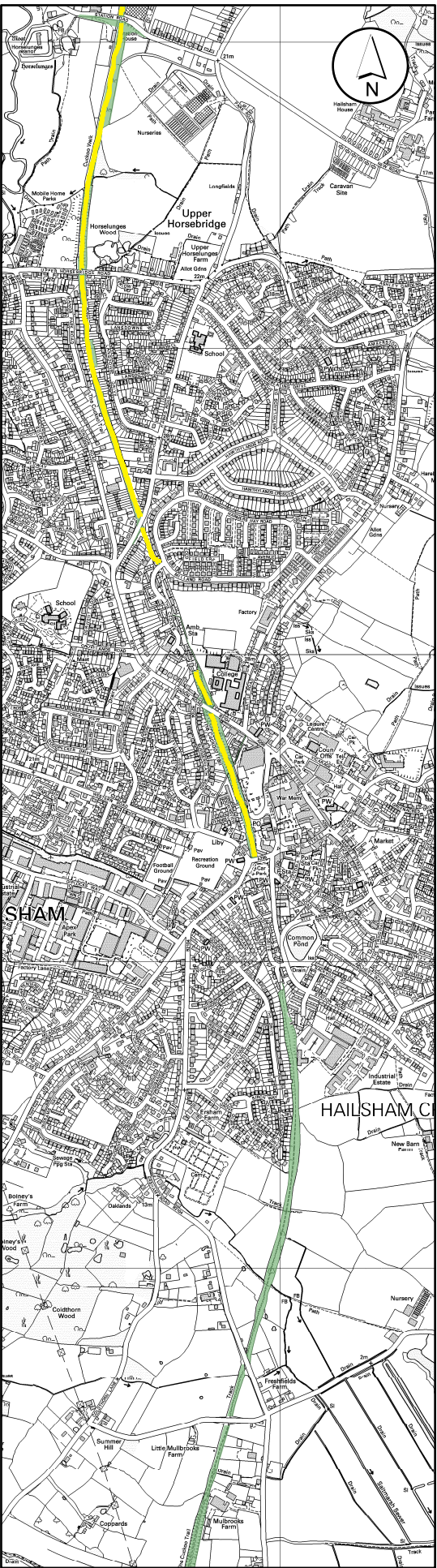
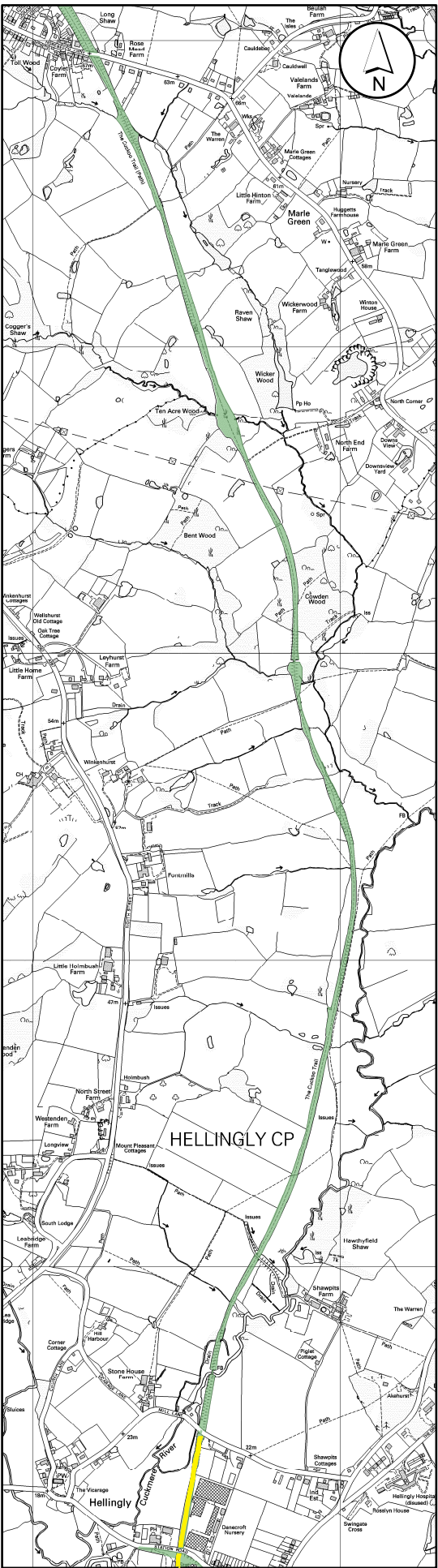
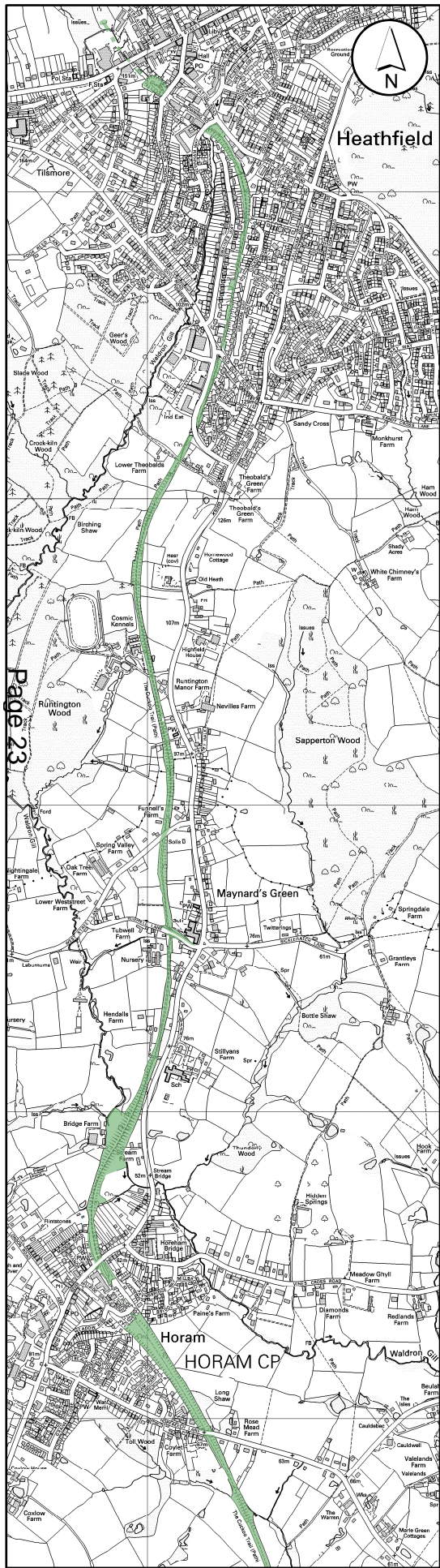
# Map of Cuckoo Trail

Heathfield to Horam

Horam to Hellingly

Hellingly to Hailsham

Hailsham to Polegate



Hailsham to Polegate



0 0.25 0.5 1 Miles

- Legend**
- Land Managed as Cuckoo Trail
  - RoW Cside Section

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Maps Scale: 1:20,000 (A3)

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Date: 7th June 2010

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