

Report: 5003/DS

Date: August 2019

**DRAINAGE STRATEGY REPORT
FOR A PROPOSED RESIDENTIAL DEVELOPMENT
AT
KINGSMARK WAY, GOLDTHORPE**

**Prepared for
COUNTRYSIDE PROPERTIES**



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Issue Record

Prepared By	Date
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DRAINAGE STRATEGY REPORT
FOR A PROPOSED RESIDENTIAL DEVELOPMENT
AT
KINGSMARK WAY, GOLDTHORPE

1 INTRODUCTION

- 1.1 iD Civils Design Ltd (iD), have been appointed by Countryside Properties (CP) to prepare a Drainage Strategy Report for the proposed residential development on land off Kingsmark Way, Goldthorpe.
- 1.2 The site has previously gained an outline planning approval from The Planning Authority, Barnsley Metropolitan Borough Council (BMBC). The approval notice reference is 2018/0103 and a copy is appended to this report.
- 1.3 This report has been prepared to accompany the reserved matters application under the outline approval. The reserved matters layout indicates 119 residential dwellings.
- 1.4 This report has been undertaken to outline the intended site drainage network and outfall sewer arrangement details. Following progress through the planning consultation period, additional detailed design will be submitted following the principles outlined, to allow full reserved matters discharge for the relevant drainage conditions. This report is not meant to repeat previous the FRA report submitted at the time of the original outline application, and therefore does not focus on flood risk. A copy of that previous report is included as appendix A. The report and drawings contained herein will demonstrate how previous drainage proposals can be delivered through the development control and adoption systems considering the reserved matters layout.
- 1.5 The report is for the sole use of CP for the purposes of the reserved matters planning application, and presents comments and conclusions based on information available at the time of writing. iD Civils reserve the right to amend conclusions if further information is made available.

2 BACKGROUND

- 2.1 **Planning Status:** The site has been granted outline planning approval for residential development. The approval was granted by BMBC and is subject to 22 conditions.
- 2.2 The original application was submitted with an accompanying Flood Risk Assessment prepared by Egorum, which considered the flood setting and risk to and from the development.

- 2.3 Conditions relating to drainage taken from the approval notice are summarised in the following table;

Table 5003.1 – Outline Planning Condition relating to Drainage

Condition No.	Wording
7	(a) Full foul and surface water drainage details, including as scheme to limit surface water run-off and a programme of works for implementation, have been submitted to and approved in writing by the Local Planning Authority; (b) Porosity tests are carried out in accordance with BRE 365, to demonstrate that the subsoil is suitable for soakaways; (c) Calculations based on the results of those porosity tests to prove that adequate land area is available for the construction of the soakaways; Thereafter no part of the development shall be occupied or brought into use until the approved scheme has been fully implemented and the scheme shall be retained throughout the life of the development.

- 2.4 A general condition relating to the submission of an application for reserved matters comprising Access, Appearance, Landscaping, Layout and Scale was also included as condition 02 of the approval. This application should be submitted within 3 years of the granting of the outline permission.

3 RECOMMENDATIONS OF PREVIOUS REPORTS

- 3.1 The 'Flood Risk Assessment', forms part of the relevant information moving forward to develop the drainage strategy. The previous FRA confirmed that the site is at low risk of flooding from fluvial, pluvial, groundwater and artificial sources. This conclusion was arrived at following a desk-based assessment and liaison with the appropriate regulators as can be seen in the report within appendix A.
- 3.2 The principle of foul drainage has been resolved with Yorkshire Water via their pre-development enquiry system, and is covered in the original FRA and ID has also undertaken a new pre development enquiry to verify the previous response.
- 3.3 The principle of surface water drainage was reviewed in the FRA and the appropriate surface water connection points were highlighted together with justification in terms of the SUDS hierarchy. It is not intended to repeat the contents of the original report, but the principle findings and recommendations are set out below;

Table 5003.2 – Findings and Recommendations of previous submitted report

Issue	Recommendation
Flood Risk – Egorum, Aug 2017	Site is within FZ 1 and has a low risk of flooding under NPPF guidance. EA mapping shows a pluvial flood route through the site. The flood route starts within the site and does not enter the site from adjacent land. It can therefore be mitigated by the site system. Groundwater flooding was not considered a risk. There are no sewer flooding incidents within the site. BMBC state that there is no record of the site flooding previously and BMBC agrees to the proposed drainage strategy. Yorkshire Water confirm that foul and surface water flows can connect to the stub pipes provided by Avant to the east (section 104 system). No other significant flood risk noted. The adjacent site (to the east) was designed to accommodate the application site within the sewer system unrestricted. Furthermore, at the time of the design the application site was proposed for commercial use and assumed to have 85% impermeability. Ground conditions are unable to support infiltration drainage due to the cohesive natural ground and areas of deep made ground in the south (up to 3m in depth). In terms of the SUDS hierarchy the connection proposed to the surface water sewer is the most appropriate form of drainage for the development.

4 PROPOSED DRAINAGE STRATEGY

- 4.1 The FRA confirms that the site to the east was designed to accept flows from the application site unrestricted. ID has obtained copies of the technical approval from YW together with a copy of the section 104 agreement covering these sewers which are appended to this report.
- 4.2 **Ground Conditions:** The FRA confirmed that the site was unsuitable for infiltration drainage. ID has also reviewed the site investigation report by Lithos and can confirm that the northern part of the site is underlain by a mixture of cohesive and granular soils, interbedded in areas and the southern half of the site has deep made ground (up to 3m in depth). The report confirms that the site is not suitable for soakaways.
- 4.3 Groundwater was not struck within the trial pits on site and is deemed to be a low risk.
- 4.4 **Surface Water Discharge Point:** In accordance with the drainage hierarchy in Part H of the Building regulations, if soakaways are not suitable the next best means of drainage is to watercourse. There is no watercourse within close proximity of the site and a connection directly to watercourse is not possible.
- 4.5 The adjacent site has a surface water network designed to discharge to watercourse via an attenuation basin. This principle was agreed as part of the original approvals and the design has allowed for unrestricted connection from the application site. The design was based on the site being a commercial use with 85% impermeability. The application is for residential end use which will be c. 55% impermeable, so there will be less flow into the system than originally allowed.
- 4.6 **Foul Water Discharge point:** A pre-development enquiry has been submitted as part of the original Egorum report and then renewed by ID. The reply confirms that foul flows can connect to the existing foul sewer to the east.
- 4.7 **Surface Water Discharge Rate:** The site has a connection point to the existing section 104 network to the east which is unrestricted, therefore no storage is required. The new system will however need to be designed to YW criteria in terms of no surcharging in the 1 in 2-year event and no flooding in the 1 in 30-year event.
- 4.8 The final design should provide safe exceedance routes in the event of sewer blockage or rainfall exceeding the design capacity. Proposed exceedance routes are shown on the strategy plan and replicate the current site exceedance routing.
- 4.9 **Adoption and Maintenance:** On site, piped surface water and foul water sewers and would be adopted by YW under a new section 104 agreement. This means that the sewers will be maintained in perpetuity.

5 SUMMARY

- 5.1 The principles identified under the approved FRA report have been reviewed along with the conditions relating to drainage on the outline consent. The principles advocated in the approved FRA can be delivered through the detailed design.
- 5.2 Detailed design is to be provided for all elements once the layout is agreed in planning in order to achieve regulatory approvals with regards to section 104 agreement.
- 5.3 Exceedance flows will be designed to overtop into low sensitivity areas such as landscaping. Indicative exceedance routing is shown on the strategy plan attached.
- 5.4 The site can be developed in accordance with the approved outline consent.

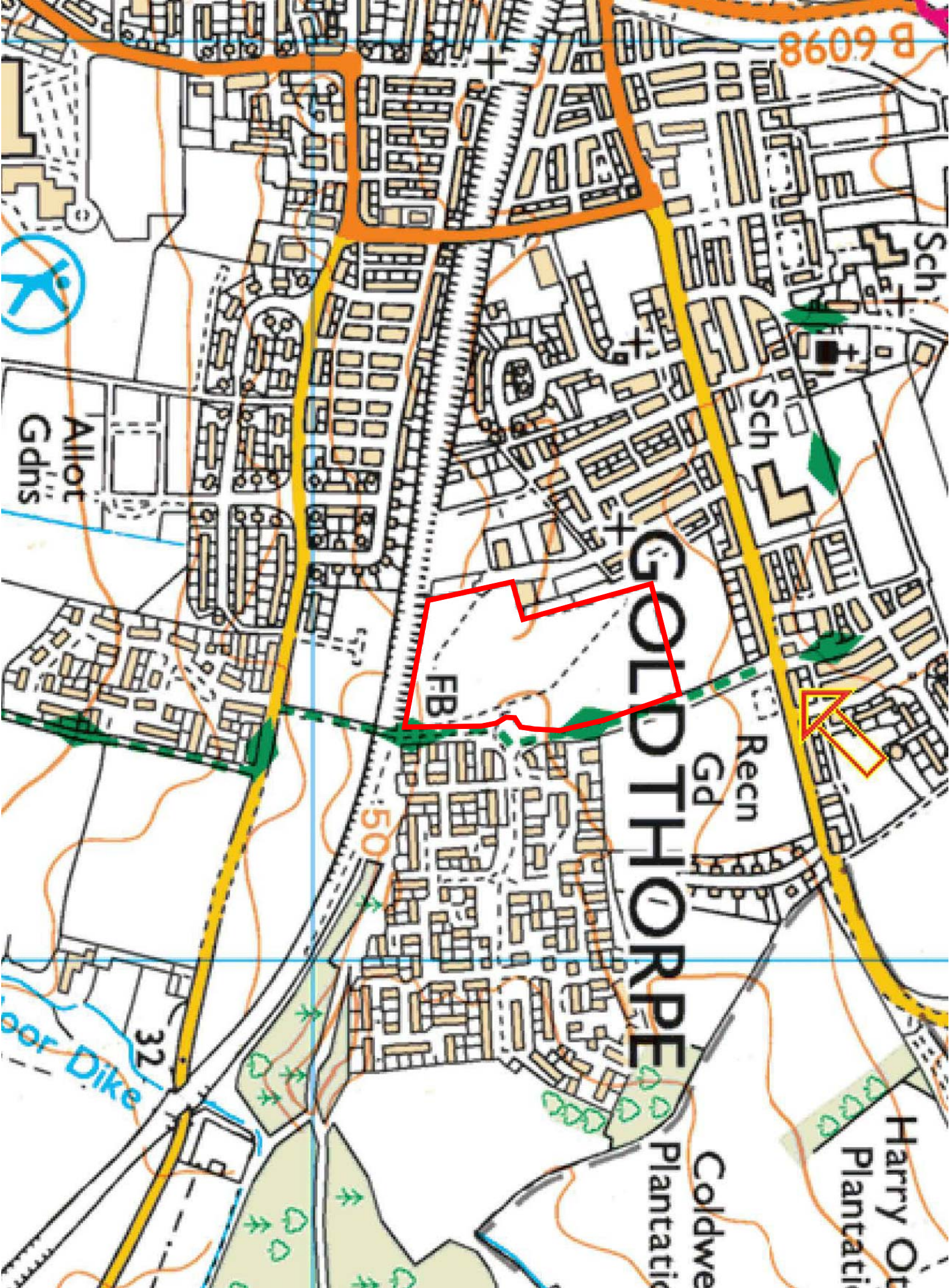


- LEGEND
- F1 Proposed foul water manhole and sewer.
 - S1 Proposed surface water manhole and sewer.
 - 1500 Proposed surface water lateral drain.
 - 1500 Proposed foul water lateral drain.
 - Exceedance Route

ALL FLOOR LEVELS ARE INDICATIVE AT THIS STAGE

Rev	Description	By	Date
Client:			
Countryside Properties			
Project Title:			
Goldthorpe			
Drawing Title:			
Drainage Strategy Plan			
Scale		Date	
1:500 @ A1		June 2019	
Drawing No	Revision	Status	
5003-C-D10-05	0	Draft	

Appendix A



Postcode : S63 9JB
OS Ref: SE 46705,04280
OS Grid: 446705,404280
Area 3.6 ha



**Geo
Structures**

**id Civils Design
Consulting Engineers**

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Rev	Description	By	Date
Scale			
NTS @ A3			April 2019

Client:

Countryside Properties

Project Title:

Kingsmark Way, Goldthorpe

Drawing Title:

Location Plan

Drawing No	Revision	Status
9999-FRA01	0	Final

Appendix B



Flood Risk Assessment

Sir Robert Ogden CBE LLD

Former Goldthorpe Colliery, Barnsley

August 2017

Client	Sir Robert Ogden CBE LLD
Project	Former Goldthorpe Colliery, Barnsley
Report Title	Flood Risk Assessment
Report Ref.	0164/3/FRA-2

Rev	Status	Date	Details	Prepared		Checked & Approved	
1	Final	2-8-17	First Issue	JT		TAM	

Egorum Limited
Elm Nook House
Pool Road
Pool in Wharfedale
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Tel 0113 345 7678

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Appendix A Existing Site

Location Plan

Yorkshire Water Sewer Records

Extract from Geo-Environmental Appraisal

Appendix B Flood Risk Mapping

Flood Zone Mapping

Surface Water Flood Risk Mapping

Appendix C Proposed Development

Master Plan

Appendix D Consultation Responses

Barnsley Council Flood Risk Management Team

Yorkshire Water

1 Introduction

1.1 Appointment

Egorum Limited was appointed in May 2017 to undertake a Flood Risk Assessment for a residential development at the former Goldthorpe Colliery, Barnsley.

1.2 Scope

The scope of the study was to collate and review information from searches and consultation with the key flood risk and drainage bodies, identify flood risk and drainage constraints and potential mitigation measures.

Design of the proposed drainage and mitigation measures did not form part of the scope and has not been undertaken at this stage.

1.3 Methodology

The study consisted of data collection and review, desk based research and consultation with regulatory bodies and third parties in relation to flood risk and drainage.

The study provides a preliminary risk based assessment of potential flooding to the site and as a result of development from all sources, including fluvial, tidal, surface water / pluvial, groundwater, surcharged sewers and other man made sources. Potential concept mitigation measures are identified to address the flood risk to the site and any potential increase in flood risk to other land.

1.4 Limitations

The report is based on the interpretation and assessment of data provided by third parties. Egorum Limited cannot guarantee the reliability of the third party information obtained. The conclusions and findings of the report may change if the third party data is subsequently amended or updated.

The report and findings have been prepared for the client and purpose stated in paragraph 1.1. The report should not be relied upon or transferred to any third parties without the written authorisation of Egorum Limited.

2 Existing Site

2.1 Location

The site is located south of Doncaster Road, off Kingsmark Way, approximately 600m south east of the centre of Goldthorpe.

The OS grid reference for the site is SE 46691 04212.

A site location plan is in **Appendix A**.

2.2 Description

Site Area		Approx 4.1ha
Land use		Former colliery site
Boundaries	north	Allotments
	south	Former rail line
	east	Recent Ben Bailey residential development.
	west	Residential areas.

2.3 Waterbodies

There are no waterbodies in the immediate vicinity of the site.

2.4 Drainage

Public Sewers

Yorkshire Water sewer record plans show the following public sewers in the vicinity of the site:-

- A 300mm dia public combined sewer running along the southern boundary of the site
- A 225mm diameter public combined sewer running along the eastern boundary of the site in the south
- A public syphon sewer crosses the former rail line to the south, from a manhole just within the site boundary.
- The foul drainage system serving the Ben Bailey development to the east is shown as being subject to a S104 agreement, however this will have been transferred to a public sewer following the October 2011 transfers.

The law regarding responsibility for drains and sewers changed on the 1st October 2011. From this date the Government transferred the majority of drainage pipes that are either outside a property's boundary or are shared with other buildings to the sewage/water companies. The sewer records may not show all of the transferred sewers.

There are development restrictions and easement and access requirements relating to the public sewers within the site, refer to **Appendix D** for further details.

Private Drainage

The Yorkshire Water sewer records show a surface water system subject to a S104 adoption agreement in the Ben Bailey development to the east.

This surface water system has been designed to cater for surface water run-off from the application site.

2.5 Flood Mapping

The site is in Flood Zone 1 - low risk.

The Environment Agency surface water flood risk mapping shows that there is a surface water flood risk route originating in the site and running south east. The remainder of the site is in a very low risk area.

The site is not in an area at risk from flooding from failure of a major reservoir.

Refer to **Appendix B** for flood mapping.

2.6 Flood Defences and Structures

There are no formal flood defences in the vicinity of the site.

2.7 Ground Conditions

The Lithos Preliminary Geo-environmental Investigation Report, October 2013 states that anticipated ground conditions are moderately deep made ground (probably between 1m and 3m thick), with no Drift expected, and therefore underlying natural ground is likely to comprise residual soil (firm clay) over weathered bedrock.

The Lithos report states that soakaways are unlikely to provide a suitable means of surface water disposal.

3 Proposed Development

3.1 Sequential and Exceptions Test

The proposed development is for residential use. The proposed development is located within Flood Zone 1 and therefore a Sequential Test should not be required.

3.2 Consultation

A summary of the consultation responses is given in the table below.

Copies of responses are included in **Appendix D**.

Summary of Consultation Responses	
Barnsley Council	Barnsley Council confirmed that there are no watercourses or culverts crossing the site and that there are no records of flooding at the site. Barnsley Council agrees in principle to the proposed drainage strategy, subject to confirmation that the drainage within the residential development to the east has been designed to cater for flows from this site.
Yorkshire Water	Yorkshire Water has confirmed that foul flows can connect to the stub pipes provided by the Ben Bailey development and existing combined sewers. Surface water can connect to the stub pipes provided by the Ben Bailey development. Yorkshire Water approval should be sought at the detailed design stage, for connection to the stub pipes so as not to prejudice any S104 agreement.

4 Flood Risk Sources and Extent

4.1 Summary

Refer to **Appendix B** for flood risk mapping.

Summary of the Sources and Extent of Flood Risk	
Source	Risk Level
Fluvial	low
Tidal - Coastal	negligible
Surface Water / Pluvial	Locally low and very low majority of site
Groundwater	low
Surcharged Sewers	low
Other Man Made Sources	low

4.2 Fluvial

The site is in Flood Zone 1 and there are no watercourses in the vicinity of the site that would affect flood risk to the site, therefore fluvial flood risk is low.

4.3 Tidal

The site is not in an area at risk from tidal flooding.

4.4 Surface Water / Pluvial

The Environment Agency surface water flood risk mapping shows that there is a surface water flood risk route originating in the site and running south east. As the surface water flood risk route originates within the site, the run-off would be dealt with by provision of a positive surface water drainage system.

The risk of surface water flooding at the site is considered to be low.

4.5 Groundwater Flooding

As part of the Barnsley Strategic Flood Risk Assessment preparation consultation was undertaken with the Coal Authority regarding potential groundwater flooding from former coal mining operations.

The Barnsley Strategic Flood Risk Assessment confirms that the site is not a development site potentially at risk from groundwater flooding from former mining operations.

Barnsley Council have confirmed that they have no records of groundwater flooding at the site.

Overall, the risk of groundwater flooding is considered to be low.

4.6 Surcharged Sewers

Mapping in Appendix 4 of the Barnsley Preliminary Flood Risk Assessment shows that there are no 'DG5' public sewer flooding incidents which could affect the site.

No records of surcharged sewer flooding have been obtained as part of the study.

The risk of flooding from surcharged sewers is low.

4.7 Other Man Made Sources

The site is not in an area at risk from flooding from a major failure of reservoir and there are no other known artificial sources of flood risk that could affect the site.

Flood risk from man made sources is considered to be low.

5 Flood Risk Mitigation

5.1 Flood Risk Mitigation Measures

Flood risk from all sources is considered to be low.

5.2 Surface Water Flooding - Mitigation

Floor levels will be set typically 150mm above proposed immediate surrounding ground levels which will provide mitigation against any overland surface water flooding from extreme events.

Careful design of external levels will be undertaken to ensure that overland flow from extreme events, from within and outside of the site, are not channelled and directed towards development and property.

5.3 Surface Water Drainage Strategy

The surface water system in the Ben Bailey site to the east of the development was designed and constructed to cater for unrestricted flows from the application site.

At the time of the design of the adjacent surface water system, the application site was proposed for commercial use – typically having an impermeable percentage of approximately 85%. The current proposed residential use has a typical impermeable percentage of approximately 55%.

Planning permission for the application site was previously granted based on an unrestricted discharge into the surface water system on the Ben Bailey site, which includes attenuation with a restricted discharge to a watercourse to the east of that development.

Barnsley Council and Yorkshire Water have agreed in principle to the proposed connection to the stub pipes provided in the adjacent development. Yorkshire Water has stated that their approval should be sought for connection to the surface water stub pipes so as not to prejudice the S104 adoption agreement.

Refer to **Appendix D** for consultation responses.

5.4 Foul Drainage

Yorkshire Water has confirmed that that foul flows from the site can connect to 225mm dia combined sewer in Meltonfield and the 150mm dia stub coming from Shaftongate.

6 Conclusions

6.1 Flood Risk

The site is in Flood Zone 1 and flood risk from all sources is low.

Floor levels should be set typically 150mm above existing ground levels to mitigate against flood risk from overland flows from extreme events.

6.2 Drainage

There are existing public sewers crossing the site with development restrictions and easement and access requirements.

The adjacent surface water drainage system in the Ben Bailey development was designed and constructed to cater for unrestricted flows from the application site and stub pipes have been provided for the future connections.

Barnsley Council and Yorkshire Water have agreed in principle to the surface water drainage strategy.

Yorkshire Water has confirmed that foul flows can discharge to the existing combined system within the Ben Bailey development and associated stub pipes provided.

Appendices

Appendix A Existing Site

Location Plan

Yorkshire Water Sewer Records

Extract from Geo-Environmental Appraisal



Contains Ordnance Survey data © Crown copyright and database right 2013

PROPOSED DEVELOPMENT, FORMER GOLDTHORPE COLLIERY LOCATION PLAN

NOT TO SCALE



Report No. 1750/1

October 2013

**PRELIMINARY
GEOENVIRONMENTAL INVESTIGATION
of land at
GOLDTHORPE COLLIERY**

**Prepared for
OGDEN GROUP OF COMPANIES**



info@lithos.co.uk
www.lithos.co.uk

Tel 0845 680 9781

GOLDTHORPE COLLIERY (OGDEN GROUP) - Summary of Geoenvironmental Issues

The site is located approximately 11km east of Barnsley town centre (NGR SE 470 043), and occupies an area of 4.3 hectares, comprising rough grass land.

Lithos were commissioned by the Ogden Group to provide a preliminary geoenvironmental appraisal of the site. It is understood that the site is to be redeveloped for residential use. A proposed site layout is not currently available.

A summary of salient geoenvironmental issues is provided in the table below.

Issue	Remarks
Former uses	Farmland, then spoil heaps and a railway yard associated with the former Goldthorpe Colliery. The Colliery itself extended over a much wider area to the east, and closed in 1994. Much of the former colliery land to the east is currently being redeveloped with housing by Ben Bailey Homes.
Hazardous Gas	The closest known landfill site is located about 400m to the north. There is the potential for deep made ground beneath the site. The rate of gas generation within most made ground tends to be low, resulting in small concentrations and flows. Nonetheless, a programme of gas monitoring should be completed.
Mining	The shallowest coal seam is the Highgate coal (c. 0.5m thick), about 40m below the site. The next shallowest seam is the Shafton coal (c. 1.0m to 1.9m), about 20m below the Highgate coal. It is considered unlikely that the site will be affected by surface instability due to collapse of unrecorded shallow mineworkings. There are mineworkings in deeper coal seams, but any ground movement associated with these should have stopped by now.
Flooding & Drainage	The site lies within Flood Zone 1. Soakaways are unlikely to provide a suitable means of surface water disposal.
Anticipated Ground Conditions	Moderately deep made ground (probably between 1m and 3m thick) is anticipated. No Drift is expected, and therefore underlying natural ground is likely to comprise residual soil (firm clay) over weathered bedrock.
Anticipated Contamination	Former use of the site (part of a colliery, with railway sidings) will almost certainly have resulted in some ground contamination.
Preparatory Works	General site clearance. Potential re-working/re-engineering of made ground.
Anticipated Foundation Solutions	Strip footings or trench fill might be possible if made ground is less than about 2m thick.
Recommendations for Ground Investigation	Twenty-five trial pits. Twelve boreholes to enable the installation of monitoring wells. Gas risk assessment involving a programme of 6 monitoring visits over a 3 month period.

Appendix B Flood Risk Mapping

Flood Zone Mapping

Surface Water Flood Risk Mapping



PROPOSED DEVELOPMENT, FORMER GOLDTHORPE COLLIERY
EXTRACT FROM ENVIRONMENT AGENCY FLOOD MAP FOR PLANNING

NOT TO SCALE



Flood risk



High



Medium



Low



Very low



PROPOSED DEVELOPMENT, FORMER GOLDTHORPE COLLIERY
EXTRACT FROM ENVIRONMENT AGENCY MAPPING - RISK OF FLOODING
FROM SURFACE WATER

NOT TO SCALE

egorum


Appendix C

Master Plan

Proposed Development



N

01020304050mm

Scale 1:1

Contractor must verify all dimensions on site before commencing any work or shop drawings. If this drawing exceeds the quantities taken in any way the Architects are to be informed before the work is initiated. Only figured dimensions to be taken from this drawing. Do not scale off this drawing. Drawings based on Ordnance Survey and / or existing records drawings - design and drawing content subject to Site Survey, Structural Survey, Site Investigations, Planning and Statutory Requirements and Approvals. Authorised reproduction from Ordnance Survey Map with permission of the Controller of Her Majesty's Stationery Office. Crown Copyright reserved. Enjoy Design Ltd.

Notes:

Rev. Des. By Date Ch. Status:

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Client: Ogden Properties Ltd.		Job No.
Project: Former Goldthorpe Colliery Barnsley		
Title: Masterplan		
Date: 22.10.13	Scale: 1:1000 @ A1	Checked By:
Drawing No: 003	Drawn By: GM	Revision:

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Appendix D Consultation Responses

Barnsley Council Flood Risk Management Team

Yorkshire Water

Tim Morley

From: Grayson , Ian <iangrayson@barnsley.gov.uk>
Sent: 26 June 2017 08:30
To: 'Tim Morley'
Subject: RE: DEVELOPMENT ENQUIRY - FRA AND DRAINAGE STRATEGY KINGSMARK WAY, GOLDTHORPE

Morning Tim

1. The proposals are still fine, but have you consulted with Ben Bailey regarding the capacity of the attenuation and size of flow control device
2. I am not aware of any flooding issues associated with the site, and would confirm that to my knowledge it is not affected by any flood plains from major watercourses in the area.

Thanks

From: Tim Morley [mailto:tim.morley@egorum.com]
Sent: 21 June 2017 16:11
To: Grayson , Ian
Subject: RE: DEVELOPMENT ENQUIRY - FRA AND DRAINAGE STRATEGY KINGSMARK WAY, GOLDTHORPE

Ian

Thanks for your time on the phone.

As discussed I am updating the FRA for the attached site – our previous correspondence is below.

Again the proposal is to connect to the stub pipes provided by the adjacent Ben Bailey development, (the adjacent system was sized for commercial development on our site approx. 80% impermeable and the resi will now provide approx. 55% impermeable).

Flood risk at our site is low from all sources. There is an overland flow route shown on mapping but this is generated from within the site so the new positive surface water system will deal with this.

I am also consulting with Yorkshire Water regarding connection to the stub pipes on the adjacent development (which they previously agreed to).

Please can you :-

- Confirm your agreement in principle / provide comments on the proposed surface water drainage strategy.
- Provide any details of flooding issues or historical flooding in the area.

Thanks

Tim

Tim Morley

Director

tel: 0113 345 7678
mob: 0758 555 6861



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Egorum Limited Registered Office: Elm Nook House, Pool Road, Pool in Wharfedale, Otley. LS21 1EG Registered Number 08069914 England

From: Grayson , Ian [<mailto:iangrayson@barnsley.gov.uk>]
Sent: 15 October 2013 15:25
To: 'Tim Morley' <tim.morley@egorum.com>
Subject: RE: DEVELOPMENT ENQUIRY - FRA AND DRAINAGE STRATEGY KINGSMARK WAY, GOLDTHORPE

Tim

The Council have no records of any culverted or open watercourses crossing the site indicated on the attached plan. I am not aware of any flooding issues associated with the site, and would confirm that to my knowledge it is not affected by any flood plains from major watercourses in the area.
I would confirm that I have no objections in principal to the drainage strategy you have outlined.
However due to the size of the development a FRA in accordance with NPPF should be supplied to support any planning application for this site.

Thanks

Ian Grayson-Senior Engineer – Highway Management
Barnsley Metropolitan Borough Council
Environmental Services
Network Resilience and Asset Management
Westgate Plaza 1
PO Box 603
S70 9FA
Highways & Engineering - Westgate

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 E-mail: iangrayson@barnsley.gov.uk

 Website: <http://www.barnsley.gov.uk>

From: Tim Morley [<mailto:tim.morley@egorum.com>]
Sent: 15 October 2013 14:52
To: Grayson , Ian
Subject: DEVELOPMENT ENQUIRY - FRA AND DRAINAGE STRATEGY KINGSMARK WAY, GOLDTHORPE

Ian,

Thanks for your time on the phone.

Please find attached a location plan for a proposed residential development at Kingsmark Way, Goldthorpe.

Grid ref SE 46691 04212
446691 404212

Nearest Postcode S63 9GL

The proposed development site is in Flood Zone 1. Review of currently available information indicates that the flood risk from fluvial, groundwater, surcharged sewers, overland flow and man made sources is low.

The main site covers a total area of approximately 4.15 ha and approximately 190 units are proposed. To the west there is a possible further 1.5 ha and an additional approx 60 units.

The Ben Bailey development to the east of the site has been developed with foul and surface water drainage systems that have been designed and constructed to cater for flows from this proposed development. The surface water drainage system includes an attenuation pond, with a restricted discharge to the local watercourse – for which planning permission has been granted.

Stub pipes have been provided into this development sites – 2no 450 dia pipes for surface water and 2no 150dia pipes for foul.

The proposal is to connect to these stub pipes - as per the original design proposals.

Given the ground conditions at the site the use of infiltration SuDS for disposal of surface water run-off would not be viable.

Consultation with Yorkshire Water and the Environment Agency is also being undertaken.

Please can you :-

- Confirm your agreement in principle / provide comments on the proposed surface water drainage strategy.
- Provide any details of flooding issues or historical flooding in the area.

Please contact the undersigned if you have any queries.

Regards

Tim

Tim Morley
Director

tel: 0113 345 7678
fax: 0113 345 9373
mob: 0758 555 6861



Elm Nook House, Pool Road, Pool in Wharfedale, Otley. LS21 1EG

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Egorum Limited Registered Office: Elm Nook House, Pool Road, Pool in Wharfedale, Otley. LS21 1EG Registered Number 08069914 England

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YorkshireWater

Mr T Morley
Egorum Limited
Elm Nook House
Pool Road
Pool-In-Wharfedale
Otley
LS21 1EG

tim.morley@egorum.com

Yorkshire Water Services
Developer Services
Sewerage Technical Team
PO BOX 52
Bradford
BD3 7AY

Tel: 0345 120 8482
Fax: (01274) 372 834

Email:
Technical.Sewerage@yorkshirewater.co.uk

Your Ref: 0164
Our Ref: T010297

For telephone enquiries ring:
Chris Roberts on 0345 120 8482

3rd July 2017

Dear Mr Morley,

Kingsmark Way, Goldthorpe, S63 9GL - Pre-planning sewerage enquiry on R611641 - Residential

Thank you for your recent enquiry. Our charge of £153.00 (plus VAT) will be added to your account with us, reference ECE106. You will receive an invoice for your account in due course.

Please find enclosed a complimentary extract from the Statutory Sewer Map which indicates the recorded position of the public sewers. Please note that as of October 2011 and the private to public sewer transfer, there are many uncharted Yorkshire Water assets currently not shown on our records. The following comments reflect our view, with regard to the public sewer network only, based on a 'desk top' study of the site and are valid for a maximum period of twelve months.

Existing Infrastructure

There is a 300 mm diameter public combined water sewer recorded crossing the site. No buildings, or other obstructions, are to be erected within 3 (three) metres, nor trees planted within 5 (five) metres of this public sewer. It may not be acceptable to raise or lower ground levels over the sewer, nor to restrict access to the manholes on the sewer.

If you wish to have this sewer diverted under Section 185 of the Water Industry Act 1991 an application should be made in writing. To discuss this matter, please telephone 0345 120 84 82.

There is a 225 mm diameter public combined sewer recorded crossing the site. In this instance, building-over may take place under the control of Part H4 Building Regulations 2000.

Foul Water

Development of the site should take place with separate systems for foul and surface water drainage. The separate systems should extend to the points of discharge to be agreed.

Foul water domestic waste should discharge to the 225 mm diameter public combined sewer recorded in Meltonfield and the 150 mm foul stub coming from Shaftongate.



YorkshireWater

Surface Water

After checking with our S104 / Vesting Team it has been confirmed that the 225 mm surface water sewer in Meltonfield and the 825 mm surface water sewer in Shaftongate have not yet been adopted. You should contact the original developer for consent if you wish to utilize these sewers. To avoid prejudicing any prospective adoption of these sewers, Yorkshire Water's approval to the use of such sewers should also be sought.

Other Observations

Any new connection to an existing public sewer will require the prior approval of Yorkshire Water. You may obtain an application form from our website (www.yorkshirewater.com) or by telephoning 0345 120 84 82.

An off-site foul and surface water sewer may be required which may be provided by the developer and considered for adoption under Section 104 of the Water Industry Act 1991. Please telephone 0345 120 84 82 for advice on sewer adoptions. Alternatively, the developer may in certain circumstances be able to requisition off-site sewers under Section 98 of the Water Industry Act 1991 for which an application must be made in writing. For further information, please telephone 0345 120 84 82.

Prospectively adoptable sewers and pumping stations must be designed and constructed in accordance with the WRc publication "Sewers for Adoption - a design and construction guide for developers" 6th Edition as supplemented by Yorkshire Water's requirements, pursuant to an agreement under Section 104 of the Water Industry Act 1991. An application to enter into a Section 104 agreement must be made in writing prior to any works commencing on site. Please contact our Developer Services Team (telephone 0345 120 84 82) for further information.

The public sewer network is for domestic sewage purposes. This generally means foul water for domestic purposes and, where a suitable surface water or combined sewer is available, surface water from the roofs of buildings together with surface water from paved areas of land appurtenant to those buildings. Land and highway drainage have no right of connection to the public sewer network. No land drainage to be connected/discharged to public sewer.

As a last resort, highway drainage may be accepted under certain circumstances. If it can be demonstrated, through satisfactory evidence, that SUDS are not a viable option, there are no watercourses or highway drains available and if capacity is available within the public sewer network, highway drainage discharges to the public sewer network may be permitted. In this event, the developer may be required to enter into a formal agreement with Yorkshire Water Services under Section 115 Water Industry Act 1991 to discharge non-domestic flows into the public sewer network.

All the above comments are based upon the information and records available at the present time. The information contained in this letter together with that shown on any extract from the Statutory Sewer Map that may be enclosed is believed to be correct and is supplied in good faith.

Please note that capacity in the public sewer network is not reserved for specific future development. It is used up on a 'first come, first served' basis. You should visit the site and establish the line and level of any public sewers affecting your proposals before the commencement of any design work.

Yours sincerely



YorkshireWater

Chris Roberts
Sewerage Technician
Developer Services



Egorum Limited
Elm Nook House
Pool Road
Pool in Wharfedale
Otley LS21 1EG

Tel 0113 345 7678

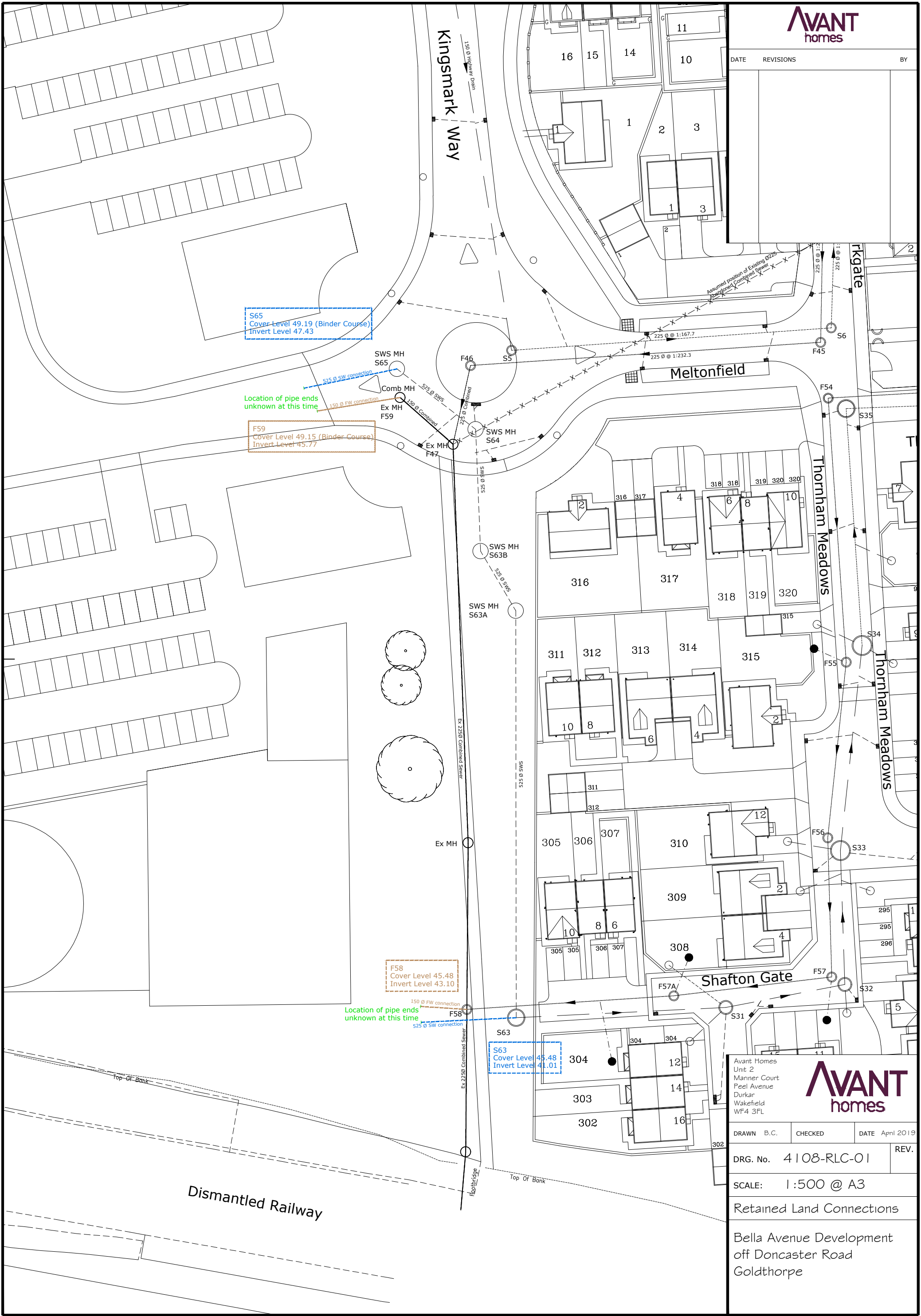


Appendix C



446546 : 404129  YorkshireWater	Map Name : SE4604SW Yorkshire Water, PO Box 500, Halifax Road, Bradford BD6 2LZ Contact Name : YorMap Advisor C ROBERTS Contact Tel : 87 2582	Title Notes (Ody) COPYRIGHT STATEMENTS: Reproduced by permission of Ordnance Survey on behalf of HMSO © Crown copyright and database 2014. All rights reserved Ordnance Survey Licence number 100022432	Partial Key Foul Sewer = F Combined Sewer = C Surface Water Sewer = SW Trade Sewer = TD Partially Separate = PS Date Req : 01/05/2019, 13:01:14 Source : Sewer Network Enquiry	This plan is furnished as a general guide only and no warranty as to its correctness is given or implied. This plan must not be relied upon in the event of excavations or other works made in the vicinity of public sewers. No house or property connections are shown. Date Gen : 01/05/2019, 13:02:15
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Appendix D



AVANT homes		
DATE	REVISIONS	BY

Avant Homes
Unit 2
Manner Court
Peel Avenue
Durkar
Wakefield
WF4 3FL

AVANT
homes

DRAWN B.C.	CHECKED	DATE April 2019	REV.
DRG. No. 4108-RLC-01			
SCALE: 1:500 @ A3			
Retained Land Connections			
Bella Avenue Development off Doncaster Road Goldthorpe			

Appendix E

DATED

8th July

2009

GLADEDALE (SOUTH YORKSHIRE) LIMITED

and

YORKSHIRE WATER SERVICES LIMITED

[Sewers for Adoption 6 - Model agreement]

AGREEMENT

Under Section 104 of
the Water Industry Act 1991
relating to sewers at

GOLDTHORPE COLLIERY – PHASE 1 & P.S.

H-3-262-038

PART 1 -**MODEL AGREEMENT UNDER SECTION 104 OF THE WATER
INDUSTRY ACT 1991**

THIS AGREEMENT is made the **8th** day of **July** two thousand and
Nine

BETWEEN:-

- 1 "The Developer" **GLADEDALE (SOUTH YORKSHIRE) LIMITED** whose registered address is at First Floor, ICON, First Point, Balby Carr Bank, Doncaster, DN4 5JQ
- 2 "The Owner" **NONE**
- 3 "The Adjoining Owner(s)" **NONE**
- 4 "The Surety" **NONE**
- 5 "The Undertaker" **YORKSHIRE WATER SERVICES LIMITED** whose registered office is at Western House, Halifax Road, Bradford, BD6 2SZ (which expression includes any contractor or contractors, agent or agents for the time being appointed by the Undertaker to administer this Agreement)

NOTE: IF A PARTY IS NOT APPLICABLE, DO NOT DELETE IT BUT INSERT 'NONE'

DEFINITIONS

In this Agreement the following words or phrases shall have the following meanings:

	Accessories	As defined in Section 219 of the Act.
	Act	The Water Industry Act 1991 including any statutory modification or re-enactment thereof.
	Cash Deposit	(Not applicable if Clause 7 of this Agreement does not apply) shall mean £[NONE].
	CDM	Construction (Design and Management) Regulations 1994 as amended or replaced.
	Day or date	Any day except Saturdays, Sundays, Bank or other Public Holidays.
	*Diverted Sewers	Sewers and Lateral Drains (if any) which the Developer proposes to construct to replace existing public sewers and public Lateral Drains (if any) (which existing public sewers and public Lateral Drains are to be abandoned as public sewers and public Lateral Drains upon the issue of the Vesting Declaration, and to be transferred automatically to the ownership of the Developer at no cost to the Undertaker, subject to the Developer (or the Owner or the Adjoining Owner(s) (as the case may be if there is a Party so defined) indemnifying the Undertaker from all liabilities arising directly or indirectly from such abandoned public sewers and public Lateral Drains, and at the Developer's choice removing them entirely from the Green Land at no

		cost to the Undertaker.). <i>*Note: This and all related Clauses are optional. Undertakers may prefer to deal with diverted sewers by a separate Agreement.</i>
	Drawings	Subject to any alteration in accordance with S.2 of the First Schedule this expression shall mean those Drawings, calculations and other design or working Drawings relating to the carrying out of the Works or any part or parts thereof numbered [2500/12/03H, 12/05G, 14/01A, 14/02, 14/08A, 14/15 and 40/01] which are not annexed hereto.
	Estate Roads	Roads or proposed roads which are or are intended to be maintained at public expense.
	Final Certificate	A certificate issued under Paragraph S.8.4 of the First Schedule by the Undertaker to the Developer confirming that: the Works have been constructed in accordance with this Agreement; and all defects notified to the Developer following final inspections by the Undertaker have been remedied to the Undertaker's satisfaction. For the avoidance of doubt, the issue of a Final Certificate does not vest the Works in the Undertaker and they remain the responsibility of the Developer until a Vesting Declaration (defined below) is issued.
	Financial Limit	(not applicable if no Surety is named on page 1 of this Agreement) (but is applicable in the case of a Cash Deposit in lieu of a Surety) Shall mean [NOT APPLICABLE].
	Green Land	The land situate at [GOLDTHORPE COLLIERY- PHASE 1 & P.S.] and which is shown edged green on the attached Layout Plan or Plans.
	Inspection Fees	[£6094.00 – SIX THOUSAND AND NINETY FOUR POUNDS]
	Lateral Drains or Public Lateral Drains	As defined in Sections 219 and 106(1A)(b)(i) of the Act.
	Layout Plan	The plan or plans [2101/28-2] attached to this Agreement which shows the Site and the layout of the Works.
	Maintenance Period	The period from the date of issue of the Provisional Certificate until the Works are vested in the Undertaker.
	Period of Construction	[1 YEAR] from the date of this Agreement.
	Protected Strip	The strip of land shown coloured yellow on the Layout Plan having a width of [NONE] metres and (unless the contrary shall be stipulated or be clear from the Drawings or the Layout Plan) the Protected Strip shall lie one half to each side of the centreline of those parts of the Works which are not being constructed within Estate Roads and/or public highways and any existing sewers and any Diverted

		Sewers or Public Lateral Drains (other than any sewers or Lateral Drains which may be abandoned pursuant to this Agreement) as are shown on the Drawings or the Layout Plan and includes any part or parts of the Protected Strip.
	Provisional Certificate	The certificate issued under S.8.1 or S.8.3 of the First Schedule.
	Sewer or Sewers	As defined in Section 219 of the Act.
	Site	Shall comprise the Green Land and other land (if any) on under in or through which the Works are proposed to be executed.
	Specification	The 6 th Edition of Sewers for Adoption or (in relation to health and safety matters or changes in relevant legislation only) the corresponding provision of the current edition subsequent to the 6 th Edition and any Appendices provided by the Undertaker.
	Vesting Declaration	A written declaration signed on behalf of the Undertaker vesting the Works in itself as public Sewers or Public Lateral Drains.
	Undertaker's Rights	All rights exercised by the Developer and/or granted to the Developer by the Owner and/or the Adjoining Owner(s) in relation to the construction, use, maintenance, alteration, repair and replacement of the Works together with discharges therefrom to any watercourse. For the avoidance of doubt any covenants that the Developer is subject to shall have no effect on the Undertaker.
	Watercourse	A Watercourse as defined in Section 219 of the Act, but also including a canal, pond or lake.
	Works	Subject to any alteration in accordance with S.2 of the First Schedule this expression shall mean all those Works being Sewers Lateral Drains pumping stations and Accessories and shall include valve chambers overflow chambers outfall structures and (where appropriate) balancing facilities as shown on the Drawings [2101/28-2] and includes any part or parts of the Works.

INTERPRETATION

	1.1	This Agreement which is made under Section 104 of the Act is NOT a deed.
	1.2	References to gender shall include either gender or a corporate identity and the singular shall include the plural.
	1.3	The Interpretation Act 1978 shall apply for the interpretation of this Agreement as it applies to the interpretation of an Act of Parliament.

	1.4	If there is more than one person named as one of the parties then any covenants agreements liabilities or statements made by that party shall be deemed to be made by those persons jointly and severally.
	1.5	If there are no details shown against any one of the party definitions then this Agreement shall be interpreted as if there was no such party.
	1.6	In the event of there being separate parties defined as "the Developer" and "the Owner" then: 1.6.1 the obligations in Clause 2.1 of the Agreement and S.20 of the First Schedule relating to matters of title or conveyancing shall be obligations of the Owner and not of the Developer; and 1.6.2 in the event of default by the Developer in respect of any matter under this Agreement the obligations of the Developer shall also become obligations of the Owner and at the Undertaker's discretion may be enforced against either the Developer or the Owner until this Agreement is replaced by a further agreement entered into by the Owner and/or a different Developer PROVIDED THAT these obligations shall only apply to that part of the Green Land that they own.
	1.7	1.7.1 The provisions of this Agreement are personal to the parties hereto save on the reconstruction or amalgamation of the Developer or 1.7.2 on the appointment of another person as Sewerage Undertaker for the area, including the Site, under the Act.
	1.8	This Agreement shall be governed in all respects by English Law.

AGREEMENT

NOTE: WORDING IN SQUARE BRACKETS IS OPTIONAL

1.		The provisions in the First and Third Schedule shall apply in respect of the Works and all other matters therein contained as though the same had been set out in full in this Agreement.
2.	2.1	In respect of any part of the Works to be constructed in the Green Land the Owner (if any) hereby consents to the exercise by the Developer of its rights under this Agreement and acknowledges that the Undertaker shall be entitled to carry out the Undertaker's Rights following issue of the Vesting Declaration in addition to statutory rights that are exercised by the Undertaker pursuant to the Act.
	2.2	If any of the Works are to be constructed within the Site but outside the Green Land then the Adjoining Owner(s) shall join into this Agreement solely for the purposes of acknowledging and consenting to the arrangements herein expressed between the Developer and the Undertaker. For the avoidance of doubt the Adjoining Owner(s) shall have no liability under the provisions of this Agreement in relation to the construction and future maintenance or repair of the Works.

	2.3	The Developer has sufficient rights in that part of the Site that is outside the Green Land to enable the Works to be carried out therein and to permit the use repair maintenance and discharge therefrom to any Watercourse prior to the date of the Vesting Declaration and to enable a valid and effectual declaration to be made in respect of the Works.
	2.4	The Adjoining Owner(s) hereby consents and agrees to the arrangements contained within this Agreement as far as they relate to land in the ownership of the Adjoining Owner(s) and acknowledges that the Undertaker shall be entitled to carry out the Undertaker's Rights following issue of the Vesting Declaration in addition to statutory rights that are exercised by the Undertaker pursuant to the Act.
	2.5	The Developer hereby confirms that the title of the Owner and the Adjoining Owner(s) (if such parties have joined in this Agreement) have been examined and establishes that the parts of the Site where the Works are to be constructed are in their ownership at the date of this Agreement.
	2.6	The Owner and the Adjoining Owner(s) acknowledge that the Works during and after their construction and until the issue of the Vesting Declaration belong to the Developer.
3.		The Developer shall immediately upon completion of the Works (but without delaying whilst outfall connections to public Sewers or other Works are completed) forward to the Undertaker accurate 'as constructed' Drawings of the Works (including any agreed variations to the original Drawings).
4.		No statutory or common law rights and powers of the Undertaker or the Developer shall be affected by this Agreement.
5.		Nothing in this Agreement is intended to confer on any third party (whether referred to herein by name, class, description or otherwise) any benefit or right to enforce a provision contained in this Agreement.
6.		The Developer shall, if requested, supply to every purchaser of land to be drained by means of the Works a copy or summary of this Agreement.
7.		If as part of the Works the Developer is proposing to construct Diverted Sewers then the additional provisions of the Second Schedule shall apply.
8.		The Developer or the Owner or the Adjoining Owner(s) if there are parties so defined either own the freehold or the unexpired residue of not less than 200 years of a leasehold term or in the case of the Developer has sufficient interest in the Green Land or land adjoining the Green Land within the Site to enable certain development in relation to the same including the construction of the Works to serve the said development.
9.	9.1	The Developer has sufficient rights in the Green Land to enable the Works to be carried out and to permit the use repair maintenance and discharge therefrom and into any Watercourse prior to the date of the Vesting Declaration and to enable a valid and effectual declaration to be made in respect of the Works.

	9.2	The Developer and the Owner (if any) hereby acknowledges that the Undertaker shall be entitled to carry out the Undertaker's Rights following issue of the Vesting Declaration.
10.		In the event of a conflict between this Agreement and the 6 th Edition of 'Sewers for Adoption' the provisions of this Agreement shall prevail and have effect.
[*11.	NOT APPLICABLE	The agreements in Clause 2 hereof are: (a) given in connection with the land on which the Works are being constructed which land at the date of execution hereof belongs to the Developer the Owner or the Adjoining Owner(s) as the case may be (b) given in pursuance of [e.g. Section 41 of the Yorkshire Water Authority Act 1986].
[*12.	NOT APPLICABLE	The Undertaker shall apply for this Agreement to be registered in the Register of Local Land Charges]. <i>*Note: These Clauses are optional. Undertakers may have a local Act to replace Clause 11. Undertakers may not require this agreement to be registered in the Register of Local Land Charges.</i>

AS WITNESS the hands of the parties the day and year first before written.

FIRST SCHEDULE
(Being provisions applicable to the Works)

Construction of Works		
S.1		If the Developer proceeds with the Works it shall, at its own expense, properly construct and complete them in accordance with the Drawings and the Specification (and which Drawings and Specification shall be deemed to be part of this Agreement) or as varied by virtue of the powers contained in S.2 of this Schedule and the statutory provisions for the time being relating to new Sewers and to the reasonable satisfaction of the Undertaker in the positions and to the extent shown within the Drawings and indicated by coloured lines and symbols as to foul and surface water sewers in accordance with Appendix VI of the said 6 th Edition of 'Sewers for Adoption'.
Minor Variations		
S.2		The Developer shall not vary the Works nor make any additional connections not shown on the Drawings without first obtaining the Undertaker's written consent.

Consent to Discharge

S.3

S.3.1

In the case of a discharge from any part of the Works to controlled waters as defined by the Water Resources Act 1991 ('WRA' which expression includes any statutory modification or re-enactment thereof) the Developer shall:

S.3.1.1 before the commencement of any Works make application for and obtain any necessary consent to such discharge from the Pollution Control Authority and, if appropriate, the Land Drainage Authority and comply with the conditions relating to their consent PROVIDED, however, that the Developer shall not agree to conditions without the prior approval of the Undertaker (which approval shall not be unreasonably withheld or delayed) and shall, if required by the Undertaker, appeal against the same or any of them within the period provided within the WRA for the lodging of an appeal; and

S.3.1.2 transfer the consent to discharge referred to in S.3.1.1 to the Undertaker immediately prior to the issue of the Vesting Declaration or as soon as practicable thereafter.

S.3.2

If any part of the Works is intended to discharge into any Watercourse which is owned by or comprises part of the undertaking of a Navigation Authority (as defined in the WRA) (otherwise than a natural Watercourse and whether the same is navigable or not) the Developer shall before the commencement of any of the Works which would drain to such Watercourse obtain the consent of the Navigation Authority to such discharge but shall not agree to any conditions relative to such consent without the prior approval of the Undertaker.

S.3.3

In the case of a discharge to an estuary or coastal waters the Developer shall, before the commencement of any of the Works obtain requisite consents or approvals.

S.3.4

If the Works are to discharge to land (including any Watercourse) owned by any of the Undertakings listed in Schedule 13 Part 1 of the Act, the conditions referred to in S.3.2 above shall (so far as the context admits) apply to the Works.

Notification of Intended Commencement

S.4

The Developer shall give the Undertaker at least five days' written notice of the date on which it intends to commence the Works and shall with such notice submit to the Undertaker for inspection such plans Drawings and other design or working, Drawings not previously submitted to the Undertaker and which relate to the carrying out of the Works as the Undertaker may require and shall not commence construction until the Developer has completed this Agreement (unless otherwise agreed with the Undertaker) and supplied to the Undertaker a copy of the relevant form relating to the registration of the Site for CDM purposes.

Period of Construction

S.5

The Developer shall construct and complete the Works within the Period of Construction and all parts of the Works including all outfalls and all

		connections to existing public Sewers shall be completed and in working order before any foul or surface water drainage is discharged from any building or property served by the Works PROVIDED ALWAYS that if the Developer shall fail to construct and complete the Works within the Period of Construction the Developer shall comply with any revised standards for any part of the Works which have been notified to the Developer in writing by the Undertaker.
--	--	--

Building Over

S.6		The Developer shall not build plant or place anything over or within [THREE] metres measured horizontally from the centreline of any Sewer or Lateral Drain which are to be included in the Vesting Declaration (or such other distance as may be reasonably specified by the Undertaker) without the written consent of the Undertaker PROVIDED THAT consent shall be deemed to be refused if consent is not given within ten days PROVIDED ALSO THAT this condition shall not apply to anything shown on the Drawings or the Layout Plan within the Protected Strip.
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Backfilling

S.7		
	S.7.1	The Developer shall notify the Undertaker before covering up any part of the Works.
	S.7.2	Upon receiving such notice the Undertaker shall if it thinks fit arrange with the Developer to inspect the Works.
	S.7.3	If the Developer fails to give notice under S.7.1 or fails to comply with arrangements under S.7.2 it shall be liable for the full cost of reopening the Works even if the same are found to comply with this Agreement.
	S.7.4	Provided notice is given as above if the Undertaker fails to comply with arrangements under S.7.2 (unless prevented from so doing because of circumstances beyond its control) the Developer may cover in the Works.
		S.7.4.1 Without prejudice to S.7.1 to S.7.4 inclusive the Developer shall at any time if requested to do so by the Undertaker in writing, open up the Works for inspection.
		S.7.4.2 If the Developer fails to comply with such request within any time limit specified by the Undertaker, the Undertaker may open up the Works and then if any part of the Works are found not to comply with the terms of this Agreement the Developer shall repay to the Undertaker on demand all costs the Undertaker incurs in opening up and re-covering the Works but in any other case and provided due notice has been given the costs of opening up the Works shall be borne by the Undertaker.
	S.7.5	For the avoidance of doubt the provisions of S.10 (relating to access to the Works) are to be read in conjunction with this paragraph.

Provisional and Final Certificates

S.8		
-----	--	--

S.8.1	When the Undertaker is of the opinion that the Works have been completed (including all outstanding remedial works) it shall issue a certificate to the Developer to that effect.
S.8.2	The Works shall be deemed completed when: S.8.2.1 they have been constructed in accordance with this Agreement; and S.8.2.2 a majority of the premises within the Green Land and intended to be served by the Works are occupied; and S.8.2.3 all necessary connections or other things have been made or done whereby such occupied premises may be properly drained; and S.8.2.4 the Developer has supplied to the Undertaker: (a) two full sets of 'as constructed' Drawings and sections showing the completed Works and sewers by lines colours and symbols in accordance with Appendix VI of the 6th Edition of 'Sewers for Adoption' and (b) two sets (or more if requested) of operating instructions/maintenance manuals for any pumping station.
S.8.3	If requested by the Developer the Undertaker may at its discretion issue one or more certificates in respect of any substantial part or parts of the Works that have been completed to its satisfaction.
S.8.4	The Undertaker may issue a Provisional Certificate and/or a Final Certificate when it considers it appropriate or if requested to do so by the Developer.
S.8.5	The Undertaker may issue the Provisional Certificate subject to conditions which must be discharged before the Works are vested as public Sewers.

Maintenance Period

S.9	During the Maintenance Period the Developer shall at its own expense maintain repair and otherwise keep the Works in good working order and repair to the reasonable satisfaction of the Undertaker UNLESS the Undertaker shall declare that any required maintenance and/or repair is an emergency in which case the Developer shall carry out the said maintenance and/or repair immediately.
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Access to the Works

S.10	The Developer shall arrange for the Undertaker to have access to the Works and the Site at all reasonable times and in particular shall, at its own cost, provide all relevant plant, equipment (including safety equipment) signing, guarding, lighting and personnel whilst the Undertaker is on the Site for the purpose of carrying out inspections under this Agreement.
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Undertaker's Right to Repair

S.11	If at any time before the Works are vested in the Undertaker the Developer shall fail to construct and maintain the Works in accordance with this Agreement the Undertaker shall (as agent of the Developer) be entitled at its
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	entire discretion to construct complete make good and maintain such part or parts of the Works as may be necessary in the opinion of the Undertaker after first giving not less than ten days notice in writing to the Developer (UNLESS the Undertaker declares that any required construction and/or maintenance is an emergency in which case the Undertaker may carry out the said construction and/or maintenance immediately) and the Surety of such intention and the Developer shall upon demand pay to the Undertaker the cost thereof including the necessary cost of the preparation and service of such notices and of necessary administration as certified by the Undertaker including professional fees and other expenses reasonably and properly incurred.
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Vesting Declaration

S.12		
S.12.1	The Undertaker shall (subject to the Developer complying with the terms of this Agreement and to the terms of the proviso immediately below) vest the Works in the Undertaker and supply immediately to the Developer a Vesting Declaration in relation to vesting BUT the Undertaker shall not be required to vest the Works until the Developer has proved to the Undertaker that it owns or has sufficient rights in the Site to enable the making of valid declaration and the Undertaker is satisfied that:	
	S.12.1.1 the Works have been constructed and completed in accordance with the Drawings and the Specification to its reasonable satisfaction and have been maintained by the Developer during the Maintenance Period and any defects arising or work required in connection with the Works during that period and prior to the date of the Vesting Declaration have been made good by the Developer to the reasonable satisfaction of the Undertaker AND THAT S.12.1.2 (a) no building or structure save as permitted in S.6 of this Schedule has been erected within the Protected Strip or on or over land within [THREE] metres of any part of the Works not falling within the Protected Strip (or such other distance as may be reasonably specified by the Undertaker in respect thereof) measured horizontally from the centreline of any such Works without the written consent of the Undertaker and (b) access to any part of the Works with or without vehicles plant or equipment is not obstructed AND THAT S.12.1.3 where any part of the Works is shown in the Drawings discharging to an existing public Sewer that part of the Works has been connected properly and directly and in the manner shown in the Drawings to a Sewer having the status of a public Sewer AND THAT S.12.1.4 where any part of the Works is shown in the Drawings discharging to a Watercourse, that part does discharge properly and directly to the Watercourse in the manner shown in the Drawings and in accordance with any necessary consents or approvals AND THAT S.12.1.5 the Developer has complied with all requirements of the Undertaker in pursuance of Clause 2 of the Agreement and S.3, S.19 and S.20 of this Schedule.	
S.12.2	The Undertaker shall not be obliged to issue a Vesting Declaration while:	

		S.12.2.1 any dispute exists between the Developer and any third party concerning the Works; or S.12.2.2 any connection remains whereby surface water or groundwater may enter a foul water Sewer or foul water or groundwater may enter a surface water sewer.
	S.12.3	In order that the Works may as soon as practicable be vested in the Undertaker: S.12.3.1 the Developer shall no later than ten months after the issue of the Provisional Certificate supply to the Undertaker the relevant section (relating to drainage) of the CDM Health and Safety File S.12.3.2 the Undertaker shall within fifteen days after any inspection of the Works made during the Maintenance Period, advise the Developer in writing of any defects arising or work required in connection with the Works needing rectification or completion before the issue of the said Vesting Declaration provided however that:
		S.12.3.2.1 if the said plans and sections or records provided by virtue of S.8.2.4 do not adequately and accurately show the Works to the reasonable satisfaction of the Undertaker it may require the Developer to provide at the Developer's own cost corrected plans and sections or records (as the case may be);
		S.12.3.2.2 the Undertaker shall be under no duty to issue the Vesting Declaration until it is satisfied that the Developer has complied with S.12.3.1
	S.12.4	Notwithstanding the provisions of this Paragraph the Undertaker shall not be obliged to vest Sewers in itself until all intervening private Sewers which link the Works to the receiving public sewerage system are themselves public Sewers.
	S.12.5	For the avoidance of doubt the provisions of this Schedule in relation to maintenance or repair of the Works whether by the Developer or otherwise shall apply until vesting in the same even though vesting may be delayed by the preceding Sub-paragraph.
No Duty to Developer		
	S.13	Nothing in this Agreement shall imply any obligation on the part of the Undertaker to the Developer or to any other person to ensure that the Works or any part or parts of the same are properly constructed.
Indemnity to Undertaker by Developer		
	S.14	The Developer indemnifies the Undertaker against all actions costs claims and demands which may be made against them jointly or separately in connection with the construction and completion of the Works and those matters referred to in Clauses 2 and 9 and Paragraph S.20.1.1 of the First Schedule of this Agreement provided that the said actions costs claims or demands shall have arisen not later than the vesting of the Works in the Undertaker unless those actions costs claims or demands relate to the

		ownership of the Site.
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Bankruptcy etc. of Developer

S.15		If the Developer shall fail to perform any of the conditions contained in this Agreement to be performed or observed by the Developer or shall be adjudicated bankrupt or shall go into receivership or liquidation voluntarily or otherwise or shall execute a deed of assignment or arrangement for the benefit of or otherwise compound with its creditors (except for the purpose of re-construction or amalgamation) the Undertaker may without prejudice to its other Rights, remedies and powers against the Developer for such non-performance or non-observance by notice in writing to the Developer and Surety terminate this Agreement and upon such notice being served this Agreement shall immediately terminate but without prejudice however to the obligations of the Surety to the Undertaker under S.16 of this Schedule and of the Developer to the Undertaker under S.19 and S.20 of this Schedule and of the rights of the Undertaker under S.11 of this Schedule.
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Obligation of Surety (where Party to the Agreement)

S.16		
	S.16.1	In consideration of the Undertaker entering into this Agreement with the Developer the Surety as a principal indemnifies the Undertaker in respect of any expenditure which the Undertaker may incur in accordance with this Agreement by reason of the failure of the Developer to observe or perform in full its obligations according to this Agreement whether or not this Agreement has been terminated or disclaimed but the obligations of the Surety shall in no circumstances exceed the Financial Limit to which the Surety and its successors and assigns under this Agreement now bind themselves to the Undertaker.
	S.16.2	The amount of any such expenditure shall be that certified by the Undertaker whose decision shall be final.
	S.16.3	The Surety shall be discharged or released from its obligations under this Paragraph when the Provisional Certificate has been issued and such parts of the Works in relation to which the Undertaker requires a transfer of land together with the rights referred to in S.20 of this Schedule shall have been transferred or granted to the Undertaker but the Surety shall not be discharged or released from such obligations by any determination or disclaimer of this Agreement or by any arrangement between the Developer and the Undertaker or by any alteration in the obligations of the Developer or by the execution of any amended extra or substituted Works authorised by virtue of S.2 of this Schedule or by any forbearance whether as to payment performance time or otherwise whether made with or without the assent of the Surety.

Arbitration

S.17		In the event of any dispute or difference arising from the construction of the Works or application of this Agreement (the distance or distances specified in S.6 and S.12.1.2 of this Schedule and the decision of the Undertaker in S.8.3 of this Schedule excepted) the same may be referred for determination to a person to be agreed between the parties hereto (or failing such agreement
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		within ten days to be appointed by the President for the time being of the Institution of Civil Engineers) the decision of the person so agreed or appointed to be binding on all the parties thereto.
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Notices

S.18		Any notice to be served on or Drawings to be supplied or submitted to the Undertaker shall be delivered or posted to the Undertaker's registered office or other address as may be notified from time to time and any notices to be served on the Developer may be delivered or posted by pre-paid letter to its last known address (or being a limited company to its registered office or to its last known registered or head office) or place of business and any notice to be served on the Surety may be delivered at or posted to its registered or head office for the time being.
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Fees

S.19		
	S.19.1	The Undertaker acknowledges receipt of the following sums: S.19.1.1 the cost of the preparation and completion of this Agreement and appropriate copies thereof; and S.19.1.2 the Inspection Fees being the fees incurred by the Undertaker for the technical examination and processing of the initial submission by the Developer of plans Drawings and other design or working Drawings whereby the Works are proposed to be constructed and for inspection by the Undertaker of the execution of the Works (which may include a survey by closed-circuit television (CCTV) and/or other internal survey methods).
	S.19.2	The Developer shall on demand pay to the Undertaker : S.19.2.1 any additional fees arising from CCTV or other internal resurveys associated sewer cleansing and Site visits essential to recheck sub-standard work; S.19.2.2 any additional Inspection Fees in respect of Lateral Drains that are proposed for adoption and which were not constructed at the same time as the Sewers in the Green Land; S.19.2.3 any fees and disbursements pursuant to S.20 of this Schedule; S.19.2.4 VAT upon any payments referred to in this Agreement if the same is properly payable thereon.

Transfer of Land and Maintenance Arrangements and VAT

S.20		
	S.20.1	The Developer shall before the Works are vested in the Undertaker at the request of the Undertaker execute or secure the execution (at no cost to the Undertaker whether by way of consideration costs or disbursements whether such costs or disbursements be incurred by the Undertaker or by any other

		party) of:
		S.20.1.1 a Transfer to the Undertaker transferring to the Undertaker (if so required by the Undertaker) the title absolute free from any covenant easement exception reservation (other than a reservation of rights necessary for the Developer to maintain the Works until the issue of the Vesting Declaration) or other incumbrance of the land forming the sites of pumping stations outfall structures or of any balancing facilities (excluding above ground balancing facilities that do not form part of the Works) that form part of the Works together in each case with all rights necessary to gain access thereto with vehicles and the transfer deed shall contain the following agreement and declaration together with the covenant and indemnity in the form shown below: "It is hereby agreed and declared that this Transfer of the Property shall not vest in the Undertaker the Works (as defined in the related sewer adoption Agreement) until the same are subsequently vested in the Undertaker". "The Transferor covenants with the Transferee that until such time as the Sewers are vested in the Undertaker pursuant to Section 104 of the Water Industry Act 1991 it will indemnify the Transferee from and against all actions, costs, claims, demands, proceedings and expenses whatsoever in respect of the use and occupation of the Property or the presence of the Sewers". Note: <i>"the Sewers" to be defined as "any Sewers pumping station or accessories thereto on over or under the Property".</i> S.20.1.2 adequate administrative arrangements agreed in writing by the Undertaker for the maintenance and permanence of any balancing facility which is not to be vested in the Undertaker. S.20.1.3 a Deed of Grant of easement for a discharge in the model form of agreement referred to in the 'Interim Code of Practice for Sustainable Drainage Systems' published in July 2004 and available at http://www.ciria.org/suds/word/icop_suds_ma3.doc (where the Undertaker considers it necessary) in respect of any balancing facility which facility is not to be vested in the Undertaker. S.20.1.4 a Deed of Grant of easement incorporating the rights and covenants contained in the Fourth Schedule hereto in the event that the Undertaker considers it reasonably necessary and appropriate for the future protection of the Works and any discharges therefrom to any Watercourse.
	S.20.2	The Undertaker hereby agrees to pay to the Developer an amount equal to any Value Added Tax ("VAT") to which the Developer becomes properly accountable by virtue of those Works to be vested in the Undertaker (if and insofar as such vesting is a 'supply' for VAT purposes) PROVIDED HOWEVER that the Developer shall have submitted to the Undertaker a VAT-only invoice in respect of the same and a copy of the Vesting Declaration issued to it by virtue of S.12.

**SECOND SCHEDULE
NOT APPLICABLE**

**(Provisions applying to Diverted sewers or public Lateral Drains under Clause
7 of the Agreement: Optional Clauses)**

***Diverted Sewers**

1.	The Developer shall construct the Diverted Sewers in accordance with the provisions of the First Schedule of this Agreement.
2.	Prior to the commencement of the construction of the Diverted Sewers the Developer shall provide a method statement for approval by the Engineer together with payment of the Cash Deposit which is calculated to be one hundred per cent of the estimated construction costs of the Diverted Sewers.
3.	Upon issue of the Provisional Certificate for the Diverted Sewers in accordance with S.8 of the First Schedule the Diverted Sewers shall in pursuance of the powers conferred on the Undertaker by the Act vest in the Undertaker as public Sewers or public Lateral Drains PROVIDED THAT the diversion of flows from the existing public Sewers or public Lateral Drains into the Diverted Sewers shall not be permitted until the necessary and relevant provisions of this Agreement have been complied with and the decision of the Undertaker in this respect shall be final and conclusive. The Undertaker shall return eighty per cent of the Cash Deposit to the Developer when the Diverted Sewers are vested in the Undertaker.
4.	Until the issue of the Final Certificate for the Diverted Sewers in accordance with S.8 of the First Schedule if the Developer fails to carry out the provisions of S.9 of the First Schedule then the Undertaker may deduct from the balance of the Cash Deposit such costs as are incurred by the Undertaker in carrying out those provisions in place of the Developer.
5.	S.8.2.2 and S.8.2.3 and the references to vesting in S.9 and S.12 of the First Schedule shall not apply to the Diverted Sewers.
6.	The balance of the Cash Deposit shall be repaid to the Developer upon issue of the Vesting Declaration following the deduction of any amounts due to the Undertaker in accordance with the provisions of Paragraph 4 above PROVIDED THAT if any part of the Diverted Sewers shall have been constructed in public highway then five per cent of the Cash Deposit shall be retained for a period of two years from the date of the issue of the Final Certificate and if the Developer fails to comply with the provisions of the New Roads and Street Works Act 1991 in relation to the Diverted Sewers then the Undertaker may deduct from the remainder of the Cash Deposit such costs as are incurred by the Undertaker in carrying out those provisions in place of the Developer. At the end of the said two-year period the remaining balance of the Cash Deposit shall be repaid to the Developer following the deduction of any amounts due to the Undertaker.

7.	7.1 7.2	Until the issue of the Final Certificate if by reason or in consequence of the construction or failure of the Diverted Sewers or any subsidence resulting from any of those Works any damage shall be caused to any land or property or there is any interruption in any service provided by the Undertaker the Developer shall repay the cost reasonably incurred by the Undertaker in making good such damage or restoring the service and shall: make reasonable compensation to the Undertaker for any loss sustained by it; and indemnify the Undertaker against all claims demands proceedings costs damages and expenses which may be made or taken against or recovered from or incurred by the Undertaker by reason or in consequence of any such damage or interruption.
8.		The use of the existing public Sewers or public Lateral Drains that are being replaced by the Diverted Sewers shall be abandoned in accordance with the method statement referred to in Paragraph 2 hereof and discontinued and prohibited in accordance with Section 116 of the Act upon issue of the Provisional Certificate.

THIRD SCHEDULE
Sewers for Adoption 6th Edition – the Sewerage Undertaker Addendum

YORKSHIRE WATER SERVICES LIMITED ADDENDUM in relation to the Pumping Station Specification

The following amendments to Part 2B (Design of pumping stations) and Part 3 (M & E Specification for small pumping stations) of Sewers for Adoption 6th Edition shall apply to the Works:-

Amendments to Part 2B

M&E Requirements in addition to SFA6, where the following clauses shall take precedent.

2.17.4.

YWS already has Framework arrangements in place for plant and equipment, such as Pumps and Motor Control Centres, these are the preferred types.

2.20.2

Wet well sumps shall be designed to be benched to a minimum 45 degrees, the area under the pump shall be as small as possible to ensure effective well cleansing.

Typically the benching shall start within 100mm of the pump volute.

2.21.2

Check valves or non return valves shall be mounted horizontally, fitted with a removable top cover, & an external lever weighted arm.

The lever weighted arm shall be guarded.

½" BSP tappings shall also be provided & fitted with ½" BSP stainless steel flanged plugs.

2.21.2

Thrust blocks shall be fitted to the valve chamber pipework on the Tee section and bend (as Figure 2.12 in sectional plan), they shall provide sufficient restraint and cover at least half of the pipework section.

Where flange adaptors are fitted, these shall be tied as necessary to resist thrust loadings.

Sufficient space shall be allowed for adjacent fittings or bolts to be removed for maintenance.

2.22

No permanent access provision shall be required.

However a davit & socket shall be provided to allow a man riding winch to be employed, in the event of man access being required to the wet well.

The davit socket shall be labelled as "man riding winch".

2.22.4a

The wet well shall be ventilated by a minimum diameter of 75mm galvanised steel pipe, the height shall be at least the same height as the top of the kiosk.

2.22

Submersible pump lifting chains are not required.

A blue rope system shall be provided for each submersible pump.

These can be obtained from YWS Framework Lifting suppliers.

A davit & socket will be required to lift the pumps with the blue rope system.

Amendments to Part 3

3.1

YWS already has Framework arrangements in place for plant and equipment, such as Pumps and Motor Control Centres, these are the preferred types.

3.2

Where YWS Framework pumps are selected, & duties are approved by the framework supplier, pumpsets are permitted with speeds up to 3000 rpm.

3.2.2

Each pumpset shall be capable of operating at 110% of the design flow rate, this ensures each pump can provide the required flow when wear takes place.

Each pump shall achieve a self cleansing velocity in the rising main of 0.76 m/s minimum and 1.8 m/s maximum.

For surface water ONLY stations, consideration may be given to relax this requirement, this must be approved by the undertaker.

3.2.3

The "snore" facility is not required with single stage screw impeller pumps.

3.2.9

All pumps shall be capable of passing a sphere, sized no less than 75% of the bore of the outlet flange.

The only permitted exceptions are pumps supplied from YWS Framework suppliers.

3.2.10

Pumpsets shall be reliable, efficient and capable of operating between the manufacturers recommended service intervals without attention of inspection.

All pumpsets shall as a minimum meet the following asset lives;

0	-	2.99 Kw	5 years
3	-	9.99 Kw	7 years
10	-	29.99 Kw	10 years
30	-	99.99 Kw	15 years
	-	> 100 Kw	20 years

Pumpsets shall not be acceptable if they are more than 2/3rds asset life expired at the expected time of adoption.

3.3.4.2

Twin circular cross section guide rails or tubes shall be provided as a guide system, these tubes shall be a single piece construction.
The top of the guide rail shall be securely fixed & not be more than 150mm below the top slab.

3.3.11

A single wet well flushing/mixing/cleaning system is required for each pair of submersible pumps.

In addition to a wet well flushing/mixing/cleaning system.

Benched & profiled sump liners are also acceptable as a means to aid wet well cleansing of small SPS sumps fitted with screw impeller pumps.

3.3.13

Submersible pump chains are not required.

A blue rope system shall be provided for each submersible pump.

These can be obtained from YWS Framework Lifting suppliers.

A davit & socket will be required to lift the pumps with the blue rope system.

3.3.14

Lightweight Aluminium davits are preferred for loads up to but not exceeding 500kg.

Davits supplied for loads above 500kg shall be conventional steel design.

Standard socket diameter shall be 65mm.

These can be obtained from YWS Framework Lifting suppliers.

Overhead Gantry & Electric hoist equipment shall be installed for lifting applications with the following conditions:-

- a) For plant & equipment above 1000 kg, with a lift height in excess of 3m.
- b) Where the operation of manual lifting equipment or chain blocks for a single lift cannot be undertaken in less than 20 minutes.

An electric traverse shall also be provided for electric hoist equipment having a traverse distance in excess of 6m.

For submersible installations where an electric hoist is required a proprietry "Dock Link" lifting system is preferred.

Fabricated lifting equipment shall be galvanised and coated to Wimes 4.01; the final paint coat shall be coloured yellow with black markings.

Electric hoist lifting equipment should as a minimum be rated to IP65.

Electric hoist lifting equipment shall be supplied from a separate compartment on the motor control centre.

3.3.16

Submersible pump chains are not required.

3.4

Motor Overheat & Mechanical seal protection shall be provided on all pumps with motors of 7 kW and above.

Mechanical Seal Sensors shall be configured to alarm only and not stop the pump.

3.7.4

The maximum number of starts per hour shall not exceed ;

Up to 20kW	8 starts per hour
20 kW and above	6 starts per hour.

3.8.3.4

Each pumpset cable shall be directly cabled back to the motor control centre.

3.9

A generator socket is required, this shall be mounted on the motor control centre, located adjacent to a cat flap, the kiosk doors must lockable with the generator plug & socket connected.

This shall be suitably rated, five pin pilot, red, 400 volt

63A or 125A ; as appropriate, BSEN60309-2, 3 phase neutral & earth appliance & inlet.

3.10.3

Operating Instructions and Maintenance manuals to be submitted to Yorkshire Water for approval.

These shall contain record drawings, wiring diagrams, cable schedules, copies of all test certificates (including Pump test, Lifting Equipment test, Electrical tests, Drop tests & system curve information), a full set of wiring diagrams, pump serial numbers, pump type, impeller details complete with duty curve, power rating of pumps.

Three complete working sets of operating instructions/maintenance manuals will be provided to Yorkshire Water prior to the pre-maintenance inspection along with as built drawings.

YWS data forms. Shall be completed and provided prior to pre-maintenance inspection.

The third copy of the finalised manual will be provided and kept in a document holder within the kiosk. All pages shall be plastic sleeves.

3.11.2.7

Approval of the design must be obtained from Yorkshire Water

3.11.2.12

The kiosk doors shall be fitted with hasp & staple and triangular key locks located at the top & bottom of the door.

3.11.6

See clause 3.9.

3.11.7

A Logica MM3x (or latest equipment supplied by YWS) telemetry outstation shall be provided by the Developer.

The telemetry system shall be configured and commissioned by YWS at the developers expense.

The Developer shall provide a suitable telephone line.

3.12

YORKSHIRE WATER HAS STANDARDISED IT'S SMALL MOTOR CONTROL PANELS.

ALL WIRING SHALL COMPLY WITH YORKSHIRE WATER'S STANDARD DETAILS INCLUDED IN THIS DOCUMENT.

Yorkshire Water has a Framework for motor control centres, this is the preferred source of supply.

All motor control centres shall be form 4.

Any other type of motor control centre must be approved by the YWS E&M Inspecting engineer PRIOR TO CONSTRUCTION.

The framework drawings comprise;

YFWWDPGA1

YFWWDPGA2

YFWWDPGA3

YFWWDPSW1

YFWWDPSW2

YFWWDPSW3

YFWWDPSW4

YFWWDPSW5

YFWWDPDOLSW6

YFWWDPDOLSW7

YFWWDPDOLSW9

YFWWDPDOLSW10

YFWWDPDOLSW11

YFWWDPDOLSW13

YFWWDPSW14

Plus any further updated drawings (see YWS framework suppliers).

3.12.3

In addition to;

- f) A separate telemetry compartment.

Table 3.2

In addition;

Analogue 4-20 mA or 1-5 V signal cables and wiring shall be yellow with cable numbers prefixed by the letter "A".

3.14.3.2

Each pumpset cable shall be directly cabled back to the motor control centre.

Plugs, sockets or junction boxes are NOT permitted.

3.14.5.

Earthing Bolts, screws, nuts and washers shall be phosphor bronze. Rivets shall be copper. The minimum provision for jointing tape shall be two M8 bolts or four 5 mm diameter rivets

FOURTH SCHEDULE

Rights and Covenants to be Incorporated in a Deed of Grant of Easement pursuant to S.20.1.4 of the First Schedule

The following shall be incorporated into a Deed of Grant made between the Grantor and the Owner of the Green Land in addition to any rights granted to the Owner by this Deed:

Definitions

"the Undertaker" means YORKSHIRE WATER SERVICES LIMITED and its successors in title

"the Apparatus" means the foul and/or surface water Sewers, Lateral Drains and any accessories thereto as defined by Section 219 of the Water Industry Act 1991 as are within the Protected Strip defined below

"the Protected Strip" means that strip of land shown on the plan (being the plan annexed to the Transfer) and thereon coloured [**YELLOW**] and being [**SIX**] metres wide and, unless the contrary shall be stipulated or be clear from the Drawings, the Protected Strip shall lie one half to each side of the centreline of the Apparatus

"the Dominant Tenement" means the undertaking of the Undertaker within its area as particularised in the Undertaker's "Instrument of Appointment" as a Sewerage Undertaker and taking effect under the Water Act 1989 and the properties and rights forming part thereof

Rights

Subject to the Undertaker making good so far as is reasonably practicable or paying proper compensation for any damage not made good and to the Undertaker indemnifying the Transferee from and against all rates taxes impositions and outgoings of an annual or recurring nature claims demands proceedings damages losses costs charges and expenses arising out of the exercise of the Rights the Transferee hereby grants with full title guarantee the following perpetual rights ("the Rights") to the Undertaker for the benefit of the Dominant Tenement and each and every part thereof:

(a) The right of having retaining using inspecting the condition of reconstructing replacing relaying altering enlarging maintaining cleansing repairing conducting and managing the Apparatus in through under over or upon the Protected Strip (being the servient tenement) together with the right of having and enjoying the free flow and passage of water with or without other matter of any kind whatsoever through and by means of the Apparatus as existing from time to time in through under over or upon the Protected Strip and to discharge from the Apparatus into any canal pond lake or Watercourse (as defined in section 219(1) of the Water Industry Act 1991) within or adjacent to the Protected Strip in compliance with the terms of any statutory consent granted in relation thereto and to increase or decrease such discharge and for such discharge to flow along and within the said canal pond lake or Watercourse and the right at any time to take samples of such discharge.

(b) For the purposes hereof and in particular for the purposes mentioned in Paragraph (a) of this Schedule (and for similar purposes in relation to any connected length of pipes or works incidental thereto) the right at any time and at all times in the day or night-time with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass along the Protected Strip by a route within the same or by such (if any) other convenient route from a public highway as the Undertaker shall with the approval of the Transferee (which shall not be unreasonably withheld or delayed) from time to time require doing and occasioning no unreasonable damage thereto or to the Transferee's adjoining land.

(c) The right of erecting on or near the Protected Strip and maintaining any necessary markers indicating the Protected Strip or the position of the Apparatus provided the same are not erected in such a position as to unreasonably affect the beneficial use of the Protected Strip.

(d) The right in exercising the Rights to make all necessary excavations and to tip soil on land immediately adjoining such excavations as shall be necessary or desirable in relation to the exercise of the Rights.

(e) The right of fencing or severing off such part of the Protected Strip from the adjoining and adjacent land of the Transferee as shall be necessary and for so long as may be necessary during the exercise of the Rights.

(f) The right of support for the Apparatus from the subjacent and adjacent land and soil including minerals of the Transferee.

(g) The right to remove all or any trees and shrubs growing in the Protected Strip and any walls hedges and fences thereon.

Covenants

The Grantor to the intent that the burden of this covenant may run with the Protected Strip and so as to bind (so far as practicable) the same into whosoever hands the same may come and every part thereof and to benefit and protect the Apparatus and the Dominant Tenement and each and every part thereof capable of being so benefited or protected but not so as to render the Transferee personally liable for any breach of covenant committed after the Transferee has parted with all interest in the land in respect of which such breach shall occur hereby covenants with the Undertaker to observe and perform the following covenants:

1. Not to use or permit or knowingly suffer to be used the Protected Strip or any adjoining or adjacent land of the Transferee for any purpose that may:

1.1 endanger injure or damage the Apparatus or render access thereto more difficult or expensive

1.2 adversely affect the quality of water or other matter therein or the free flow and passage thereof or means of communication along or through the same.

2. Without prejudice to the generality of the foregoing:

2.1 not to erect construct or place any building wall or other structure or erection or any work of any kind whether permanent or temporary PROVIDED ALWAYS that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily-removable character

2.2 not to withdraw support from the Apparatus or from the Protected Strip

2.3 not to undertake or cause or permit to be undertaken any piling or percussive Works within the Protected Strip

2.4 not to alter the ground levels within the Protected Strip

2.5 not to plant or cause or permit to be planted any trees or shrubs in the Protected Strip

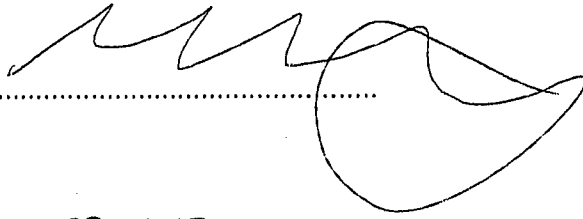
2.6 not to construct or lay or cause or permit construction or laying of any street road pipe duct or cable across the Apparatus at an angle of less than forty five degrees formed by the Apparatus and the street road pipe duct or cable PROVIDED that this prohibition shall not apply to an existing street road pipe duct or cable.

3. To advise any tenant for the time being of the Protected Strip of the existence of the Apparatus and of this Deed and its contents insofar as the same relate to the tenant's occupancy and enjoyment of the Protected Strip.

4. The Undertaker shall have the benefit of the right to enforce these Rights and Covenants pursuant to The Contracts (Rights of Third Parties) Act 1999.

5. Notwithstanding the earlier exercise of the Rights or the earlier enforcement of the Covenants, the Apparatus shall not vest in the Undertaker until it has issued a Vesting Declaration vesting the Apparatus in itself pursuant to Section 102 of the Water Industry Act 1991.

SIGNED



Print Name: MARK MITCHELL

being duly authorised to sign this Agreement on behalf of the Developer

SIGNED **NONE**

Print Name:

being duly authorised to sign this Agreement on behalf of the Owner

SIGNED **NONE**

Print Name:

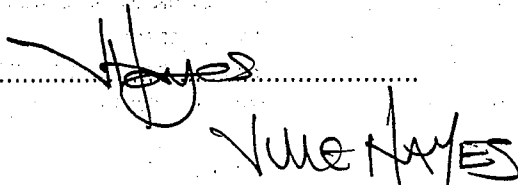
being duly authorised to sign this Agreement on behalf of the Adjoining Owner(s)

SIGNED **NONE**

Print Name:

being duly authorised to sign this Agreement on behalf of the Surety

SIGNED



Print Name:

being duly authorised to sign this Agreement on behalf of the Undertaker

Appendix F



YorkshireWater

2101-07



Ben Bailey Homes Limited
Elizabeth House
Cliff Street
Mexborough
S64 9HQ

**YORKSHIRE WATER
NEW DEVELOPMENT TEAM
WESTERN HOUSE
HALIFAX ROAD
BRADFORD
BD6 2LZ**

**TEL: (01274) 692644
FAX: (01274) 692069**

Your Ref: 2101/07/rf
Our Ref: SEW/NDT/RH/H-3-262-038

7 September 2007

Dear Sir

**DEVELOPMENT AT GOLDTHORPE COLLIERY (FORMER) PHASE 1 & PUMP STATION
DEVELOPER: BEN BAILEY HOMES LIMITED
AGREEMENT UNDER SECTION 104 OF THE WATER INDUSTRY ACT 1991**

I refer to your latest drawings which were received on the 29th August 2007.

The design of your scheme is satisfactory for the proposed sewers to be adopted in accordance with an Agreement under Section 104 of the Water Industry Act 1991 and the WSA document "Sewers for Adoption" (6th Edition).

Drawings

Please send me 12 more copies of your drawing no. 2101/28-2 coloured as follows on plan:

Boundary of developer's freehold land: coloured green
Adoptable foul sewers: coloured brown
Adoptable surface water sewers: coloured blue
Protected Strips: coloured yellow

Please do **not** colour gully branches and private connections.

Please also send me 4 copies of your drawing nos. 2500/12/03H, 05G, 14/01A, 02, 08A, 15 and 40/01

Section 104 Sewer Adoption Agreement

On receipt of the coloured drawings requested above, I will prepare a Section 104 Sewer Adoption Agreement. There will be an administration charge of £250 + VAT which will be invoiced with the Supervision Fees.

Supervision Fee

The estimated cost of the sewers to be adopted is £243,760-00. The 2.5% supervision fee is therefore £6094-00, you will be invoiced for this sum and any administration fees due shortly.

For telephone enquiries please contact: Robert Howard



£257.37



YorkshireWater

- 2 -

Yorkshire Water reserves the right to recover any additional costs in accordance with Clauses 1.9.5 and 1.9.6 of "Sewers for Adoption" (6th Edition).

Bond

I confirm that Yorkshire Water Services Limited have waived the requirement for Ben Bailey Homes to provide sewer adoption bonds.

Site Supervision

A member of Yorkshire Water is inspecting the works during construction.

Yours faithfully

NEW DEVELOPMENT TEAM

Appendix G



GRANT OF OUTLINE PLANNING PERMISSION

TOWN AND COUNTRY PLANNING ACT 1990

APPLICATION NO. 2018/0103

To ID Planning
9 York Place
Leeds
LS1 2DS

DESCRIPTION Residential development (Outline) (All Matters Reserved apart from access)

LOCATION Land at Kingsmark Way, Goldthorpe, Rotherham

Permission is granted for the proposals which were the subject of the Application and Plans registered by the Council on 01 February 2018 and described above.

The approval is subject on compliance with the following conditions:

- 1 The development hereby permitted shall not be commenced unless and until approval of the following reserved matters has been obtained in writing from the Local Planning Authority:-
 - (a) the layout of the proposed development.
 - (b) scale of building(s)
 - (c) the design and external appearance of the proposed development.
 - (d) landscaping

Reason: In order to allow the Local Planning Authority to assess the details of the reserved matters with regard to the development plan and other material considerations.
- 2 Application for approval of the matters reserved in Condition No. 1 shall be made to the Local Planning Authority before the expiration of three years from the date of this permission, and the development, hereby permitted, shall be begun before the expiration of two years from the date of approval of the last of the reserved matters to be approved.

Reason: In order to comply with the provision of Section 92 of the Town and Country Planning Act 1990.
- 3 Detailed plans shall accompany the reserved matters submission indicating existing ground levels, finished floor levels of all dwellings and associated structures, road levels and any proposed alterations to ground levels. Thereafter the development shall proceed in accordance with the approved details.

Reason: To enable the impact arising from need for any changes in level to be assessed and in accordance with LDF Core Strategy Policy CSP 29, Design.

- 4 No development shall take place, including any works of demolition, until a Construction Method Statement has been submitted to, and approved in writing by, the Local Planning Authority. The approved Statement shall be adhered to throughout the construction period. The Statement shall provide for:
- The parking of vehicles of site operatives and visitors
 - Means of access for construction traffic-Loading and unloading of plant and materials
 - Storage of plant and materials used in constructing the development -The erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate
 - Wheel washing facilities
 - Measures to control the emission of dust and dirt during construction
 - Measures to control noise levels during construction
- Reason: In the interests of highway safety, residential amenity and visual amenity, in accordance with Core Strategy Policies CSP 26 and CSP 40.**
- 5 Prior to any works commencing on-site, a condition survey (including structural integrity) of the highways to be used by construction traffic shall be carried out in association with the Local Planning Authority. The methodology of the survey shall be approved in writing by the Local Planning Authority and shall assess the existing state of the highway. On completion of the development a second condition survey shall be carried out and shall be submitted for the written approval of the Local Planning Authority, which shall identify defects attributable to the traffic ensuing from the development. Any necessary remedial works shall be completed at the developer's expense in accordance with a scheme to be agreed in writing by the Local Planning Authority.
- Reason: In the interest of highway safety, in accordance with Core Strategy Policy CSP 26.**
- 6 There shall be no vehicular access/egress to and from the approved residential development from Beaver Street other than for emergency vehicles
- Reason: In the interest of highway safety, in accordance with Core Strategy Policy CSP 26.**
- 7 No development shall take place until:
- (a) Full foul and surface water drainage details, including a scheme to limit surface water run-off and a programme of works for implementation, have been submitted to and approved in writing by the Local Planning Authority:
- (b) Porosity tests are carried out in accordance with BRE 365, to demonstrate that the subsoil is suitable for soakaways;
- (c) Calculations based on the results of these porosity tests to prove that adequate land area is available for the construction of the soakaways;
- Thereafter no part of the development shall be occupied or brought into use until the approved scheme has been fully implemented and the scheme shall be retained throughout the life of the development.
- Reason: To ensure proper drainage of the area, in accordance with Core Strategy policy CSP4.**
- 8 No development shall commence until a scheme has been submitted to and approved in writing by the Local Planning Authority for the provision of or enhancement to off-site public open space in accordance with the Open Space Provision on New Housing Development SPD and Core Strategy policy CSP35. The provision of the off site open space shall be provided in accordance with the approved scheme.
- Reason: In the interests of residential and visual amenity to ensure adequate provision of public open space in accordance with the Open Space Provision on New Housing Developments SPD and Core Strategy policy CSP35 'Green Space'.**

- 9 Prior to the occupation of the development a draft Travel Plan shall be submitted to and approved in writing by the Local Planning Authority, which may include the provision of 1 year travel master passes to the first occupants of each household. The plan shall indicate measures that will be put in place to encourage travel by modes other than the private car, and allow for regular reporting and monitoring to be undertaken. Subsequently, within six months of the site becoming operational, a detailed travel plan shall be submitted to the Local Planning Authority and once approved, it shall be fully implemented and retained as such thereafter.

Reason: In the interest of promoting use of public transport, in accordance with Core Strategy Policy CSP 25.

- 10 Prior to commencement of development an investigation and risk assessment to assess the nature and extent of any contamination on the site shall be submitted to and approved in writing by the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced.

The report of the findings must include:

(i) a survey of the extent, scale and nature of contamination;

(ii) an assessment of the potential risks to:

- human health,
- property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,
- adjoining land,
- groundwaters and surface waters,
- ecological systems,
- archeological sites and ancient monuments;

(iii) an appraisal of remedial options, and proposal of the preferred option(s).

This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

The development shall be carried out in accordance with the approved report including any remedial options.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Core Strategy Policy CSP 39.

- 11 Construction or remediation work comprising the use of plant, machinery or equipment, or deliveries of materials shall only take place between the hours of 0800 to 1800 Monday to Friday and 0900 to 1400 on Saturdays and at no time on Sundays or Bank Holidays.

Reason: In the interests of the amenities of local residents and in accordance with Core Strategy Policy CSP 40.

- 12 A detailed noise impact assessment report shall accompany the reserved matters application assessing noise and vibration associated with the commercial/industrial premises located adjacent to the west/north west boundary and specifying suitable mitigation, in line with BS8233:2014, for any part of the proposed development that would be affected. The development shall be carried out in strict accordance with the approved mitigation.

Reason: In the interests of the amenities of local residents and accordance with Core Strategy policy CSP40.

- 13 Prior to the commencement of development or other operations being undertaken on site in connection with the development, the following documents prepared in accordance with BS5837 (Trees in Relation to Construction 2005: Recommendations) shall be submitted to and approved in writing by the Local Planning Authority:
- Tree constraints plan (TCP)
 - Tree protection plan (TPP)
 - Arboricultural implication assessment (AIA)
 - Arboricultural method statement (AMS)
 - Details of no-dig construction proposals for areas of car park and drive including cross-sections and plans showing relevant area.
- No development or other operations shall take place except in complete accordance with the approved methodologies.
- Reason: To ensure the continued well being of the trees in the interests of the amenity of the locality.**
- 14 On commencement of development full details of the mitigation measures identified in the Ecological Survey, including a timetable for their implementation, shall be submitted to and approved in writing by the Local Planning Authority. The development shall be implemented in accordance with the approved details.
- Reason: To conserve and enhance biodiversity in accordance with Core Strategy Policy CSP 36.**
- 15 No development, including any demolition and groundworks, shall take place until the applicant, or their agent or successor in title, has submitted a Written Scheme of Investigation (WSI) that sets out a strategy for archaeological investigation and this has been approved in writing by the Local Planning Authority. The WSI shall include:
- The programme and method of site investigation and recording.
 - The requirement to seek preservation in situ of identified features of importance.
 - The programme for post-investigation assessment.
 - The provision to be made for analysis and reporting.
 - The provision to be made for publication and dissemination of the results.
 - The provision to be made for deposition of the archive created.
 - Nomination of a competent person/persons or organisation to undertake the works.
 - The timetable for completion of all site investigation and post-investigation works.
- Thereafter the development shall only take place in accordance with the approved WSI and the development shall not be brought into use until the Local Planning Authority has confirmed in writing that the requirements of the WSI have been fulfilled or alternative timescales agreed.
- Reason: To ensure that any archaeological remains present, whether buried or part of a standing building, are investigated and a proper understanding of their nature, date, extent and significance gained, before those remains are damaged or destroyed and that knowledge gained is then disseminated in accordance with Core Strategy Policy CSP 30.**
- 16 No development shall commence until a scheme for the provision of affordable housing has been submitted to and approved in writing by the Local Planning Authority. Provision shall be off site and shall be calculated at a level that shall be commensurate to 15% of the number of dwellings being provided as affordable housing in accordance with CSP15 'Affordable Housing'. Thereafter the development shall proceed in accordance with the approved details.
- Reason: To meet identified housing need in accordance with Core Strategy Policy CSP 15.**

- 17 Sightlines, having the dimensions 2.4m x 33m, shall be safeguarded at the junction with Kingsmark Way, such that there is no obstruction to visibility at a height exceeding 1.05m above the nearside channel level of the adjacent highway.
Reason: In the interest of highway safety, in accordance with Core Strategy Policy CSP 26.
- 18 Development shall not commence until details of the phasing of the development has been submitted and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved details.
Reason: To ensure a safe and adequate highway network, in accordance with Core Strategy Policy CSP 26.
- 19 No development shall commence until an assessment of the need for primary and secondary school places for the development has been undertaken. The assessment shall be undertaken at the submission of Reserved Matters stage. If the respective site does generate a need for school places, no dwellings on the site shall be occupied until a scheme to provide a contribution to meet the needs of the development in accordance with Planning Advice Note 33 'Financial Contributions to School Places or an equivalent replacement policy has been submitted to and approved by the Local Planning Authority. The scheme shall include a timetable for the provision to be completed within a reasonable timescale and shall be carried out in accordance with the approved details.
Reason: To ensure that there would be sufficient places at local schools to accommodate children living on the development in accordance with Planning Advice Note 33 'Financial Contributions to School Places and CSP42 Infrastructure and Planning Obligations.
- 20 All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following the occupation of the buildings or the completion of the development, whichever is the sooner; and any trees or plants which die within a period of 5 years from the completion of the development, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species.
Reason: In the interests of the visual amenities of the locality, in accordance with Core Strategy Policy CSP 29.
- 21 A landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas, shall be submitted to and approved by the Local Planning Authority prior to the occupation of the development or any part thereof, whichever is the sooner, for its permitted use. The landscape management plan shall be carried out in accordance with the approved plan.
In the interests of the visual amenities of the locality, in accordance with Core Strategy Policy CSP 29.
- 22 In accordance with Enjoy Architecture plan indicative masterplan drawing ref 002 rev B full details of the footpath link between the Kingsmark Way and the southern boundary shall accompany the plans for the reserved matters application.
Reason: In the interest of highway safety and sustainable travel, in accordance with Core Strategy Policy CSP 26.

Informative(s)

Pursuant to article 31(1)(cc) of the Town and Country Planning (Development Management Procedure) Order 2010 (as amended), the Local Planning Authority have, where possible, made a pre-application advice service available, complied with our Planning Service Charter for Business and otherwise actively engaged with the applicant in dealing with the application.

Please be aware that the Council monitors construction sites and open land within the vicinity such sites in an attempt to prevent fly tipping (i.e. unauthorised deposit of waste on land), which is illegal under the Environmental Protection Act 1990. The penalties for fly-tipping can include:

- *a fine of up to £50,000 and*
- *up to six months imprisonment on conviction*

Therefore, if necessary, please ensure that all demolition waste and waste associated with the construction of the approved development is disposed of via approved methods and that documents are retained to prove this.

Signed

Joe Jenkinson

Head of Planning and Building Control



Dated 20 April 2018

The grant of this consent does not constitute or imply permission, approval or consent by the Local Authority for any other purpose.

NOTES:-

Appeals to the Secretary of State

If you are aggrieved by the decision of the Council to grant permission for the proposed development subject to conditions then you can appeal to the Secretary of State for the Environment, Transport and Regions under Section 78 of the Town and Country Planning Act. If you want to appeal, then you must do so within six months of the date of this notice, using a form which you can get from The Planning Inspectorate, Room 3/24 Hawk Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN.

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

Purchase Notices

If either the Local Planning Authority or the Secretary of State for the Environment, Transport and Regions refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of part VI of the Town and Country Planning Act 1990.

Compensation

In certain circumstances compensation may be claimed from the Local Planning Authority if permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference to the application to him. These circumstances are set out in Sections 114 and related provisions of the Town and Country Planning Act 1990.

Appendix H

