

23 APR 2012

For office use only

Application No. 31201210401

fee
Date received 23.4.12

Fee paid £1340.00 Receipt No: 15476

Council Offices, Church Walk, Clitheroe, Lancashire. BB7 2RA Tel: 01200 425111 www.ribblevalley.gov.uk

**Application for Outline Planning Permission With Some Matters Reserved.
Town and Country Planning Act 1990**

Publication of applications on planning authority websites.

Please note that the information provided on this application form and in supporting documents may be published on the Authority's website.
If you require any further clarification, please contact the Authority's planning department.

1. Applicant Name, Address and Contact Details

Title:	Mr	First name:		Surname:	
Company name:	Phillips Property Limited				
Street address:	c/o Agent			Country Code	National Number
				Telephone number:	Extension Number
Town/City:				Mobile number:	
County:				Fax number:	
Country:				Email address:	
Postcode:					

Are you an agent acting on behalf of the applicant? ☒ Yes ☐ No

2. Agent Name, Address and Contact Details

Title:	Mr	First Name:	Paul	Surname:	Tunstall
Company name:	JWPC Ltd				
Street address:	Unit 1B			Country Code	National Number
	Waterview			Telephone number:	Extension Number
	White Cross				
Town/City:	Lancaster			Mobile number:	
County:	Lancashire			Fax number:	
Country:	United Kingdom			Email address:	
Postcode:	LA1 4XS			ptunstall@jwpc.co.uk	

3. Description of the Proposal

Please indicate all those reserved matters for which approval is being sought:

☒ Access ☐ Appearance ☐ Landscaping ☒ Layout ☒ Scale

Please describe the proposal:

Proposed redevelopment of site for residential purposes.

Has the building or works already been carried out?

☐ Yes ☒ No

Site Address Details

Full postal address of the site (including full postcode where available)

Description:

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House: Suffix:
House name: Land at 51-53
Street address: Knowsley Road
Wiltshire
Town/City: Blackburn
County:
Postcode: BB1 9PN

Description of location or a grid reference
(must be completed if postcode is not known):

Easting: 368553
Northing: 432282

5. Pre-application Advice

Has assistance or prior advice been sought from the local authority about this application?

☒ Yes ☐ No

If Yes, please complete the following information about the advice you were given (this will help the authority to deal with this application more efficiently):

Officer name:

Title: Mr First name: Graeme Surname: Thorpe

Reference: n/a

Date (DD/MM/YYYY): 02/02/2012 (Must be pre-application submission)

Details of the pre-application advice received:

Site Meeting with planning and highways

6. Pedestrian and Vehicle Access, Roads and Rights of Way

Is a new or altered vehicle access proposed to or from the public highway?

☒ Yes ☐ No

Is a new or altered pedestrian access proposed to or from the public highway?

☒ Yes ☐ No

Are there any new public roads to be provided within the site?

☐ Yes ☒ No

Are there any new public rights of way to be provided within or adjacent to the site?

☐ Yes ☒ No

Do the proposals require any diversions/extinguishments and/or creation of rights of way?

☐ Yes ☒ No

If you answered Yes to any of the above questions, please show details on your plans/drawings and state the reference of the plan(s)/drawings(s)

Drawing 4186-06

7. Waste Storage and Collection

Do the plans incorporate areas to store and aid the collection of waste?

☐ Yes ☒ No

Have arrangements been made for the separate storage and collection of recyclable waste?

☐ Yes ☒ No

8. Authority Employee/Member

With respect to the Authority, I am:

- (a) a member of staff
- (b) an elected member
- (c) related to a member of staff
- (d) related to an elected member

Do any of these statements apply to you?

☐ Yes ☒ No

9. Materials

Please state what materials (including type, colour and name) are to be used externally (if applicable):

Walls - description:Description of *existing* materials and finishes:

Brick (53), Render (51)

Description of *proposed* materials and finishes:

Not yet know - outline application

Are you supplying additional information on submitted plan(s)/drawing(s)/design and access statement?

☐ Yes ☒ No**10. Vehicle Parking**

Please provide information on the existing and proposed number of on-site parking spaces:

Type of vehicle	Existing number of spaces	Total proposed (including spaces retained)	Difference in spaces
Cars	6	31	25
Light goods vehicles/public carrier vehicles	0	0	0
Motorcycles	0	0	0
Disability spaces	0	2	2
Cycle spaces	0	0	0
Other (e.g. Bus)	0	0	0
Short description of Other			

11. Foul Sewage

Please state how foul sewage is to be disposed of:

Mains sewer

☒

Package treatment plant

☐

Unknown

☐

Septic tank

☐

Cess pit

☐

Other

Are you proposing to connect to the existing drainage system?

☒ Yes ☐ No ☐ Unknown

If Yes, please include the details of the existing system on the application drawings and state references for the plan(s)/drawing(s):

12. Assessment of Flood Risk

Is the site within an area at risk of flooding? (Refer to the Environment Agency's Flood Map showing flood zones 2 and 3 and consult Environment Agency standing advice and your local planning authority requirements for information as necessary)

☐ Yes ☒ No

If Yes, you will need to submit an appropriate flood risk assessment to consider the risk to the proposed site.

Is your proposal within 20 metres of a watercourse (e.g. river, stream or beck)?

☐ Yes ☒ No

Will the proposal increase the flood risk elsewhere?

☐ Yes ☒ No

How will surface water be disposed of?

☐ Sustainable drainage system☒ Main sewer☐ Pond/lake☐ Soakaway☐ Existing watercourse**13. Biodiversity and Geological Conservation**

To assist in answering the following questions refer to the guidance notes for further information on when there is a reasonable likelihood that any important biodiversity or geological conservation features may be present or nearby and whether they are likely to be affected by your proposals

Having referred to the guidance notes, is there a reasonable likelihood of the following being affected adversely or conserved and enhanced within the application site, OR on land adjacent to or near the application site:

a) Protected and priority species

☒ Yes, on the development site ☐ Yes, on land adjacent to or near the proposed development ☐ No

b) Designated sites, important habitats or other biodiversity features

☐ Yes, on the development site ☐ Yes, on land adjacent to or near the proposed development ☒ No

c) Features of geological conservation importance

☐ Yes, on the development site ☐ Yes, on land adjacent to or near the proposed development ☒ No

Existing Use

320120401P

Please describe the current use of the site:

Residential

Is the site currently vacant? ☒ Yes ☐ No

If Yes, please describe the last use of the site:

53 is vacant-residential

When did this use end (if known) (DD/MM/YYYY)?

01/12/2010

Does the proposal involve any of the following?

If yes, you will need to submit an appropriate contamination assessment with your application

Land which is known to be contaminated? ☐ Yes ☒ No

Land where contamination is suspected for all or part of the site? ☐ Yes ☒ No

A proposed use that would be particularly vulnerable to the presence of contamination? ☐ Yes ☒ No

15. Trees and Hedges

Are there trees or hedges on the proposed development site? ☒ Yes ☐ No

And/or: Are there trees or hedges on land adjacent to the proposed development site that could influence the development or might be important as part of the local landscape character?

☐ Yes ☒ No

If Yes to either or both of the above, you may need to provide a full Tree Survey, at the discretion of your local planning authority. If a Tree Survey is required, this and the accompanying plan should be submitted alongside your application. Your local planning authority should make clear on its website what the survey should contain, in accordance with the current 'BS5837: Trees in relation to construction - Recommendations'.

16. Trade Effluent

Does the proposal involve the need to dispose of trade effluents or waste? ☐ Yes ☒ No

17. Residential Units

Does your proposal include the gain or loss of residential units? ☒ Yes ☐ No

Market Housing - Proposed

	Number of bedrooms				
	1	2	3	4+	Unknown
Houses			8	1	
Flats/Maisonettes		12			
Live-Work units					
Cluster flats					
Sheltered housing					
Bedsit/Studios					
Unknown					

Proposed Market Housing Total

21

Market Housing - Existing

	Number of bedrooms				
	1	2	3	4+	Unknown
Houses				2	
Flats/Maisonettes					
Live-Work units					
Cluster flats					
Sheltered housing					
Bedsit/Studios					
Unknown					

Existing Market Housing Total

2

Overall Residential Unit Totals

Total proposed residential units	21
Total existing residential units	2

18. All Types of Development: Non-residential Floorspace

Does your proposal involve the loss, gain or change of use of non-residential floorspace?

☐ Yes ☒ No ☐ Unknown

19. Employment

If known, please complete the following information regarding employees:

	Full-time	Part-time	Equivalent number of full-time
Existing employees	0	0	0
Proposed employees	0	0	0

20. Hours of Opening

If known, please state the hours of opening for each non-residential use proposed:

Use	Monday to Friday		Saturday		Sunday and Bank Holidays		Not Known
	Start Time	End Time	Start Time	End Time	Start Time	End Time	

Hours of Opening (continued)

A1



21. Site Area

320120401P

What is the site area?

00.35

hectares

22. Industrial or Commercial Processes and Machinery

Please describe the activities and processes which would be carried out on the site and the end products including plant, ventilation or air conditioning. Please include the type of machinery which may be installed on site:

n/a

Is the proposal for a waste management development?



Yes



No

23. Hazardous Substances

Is any hazardous waste involved in the proposal?



Yes



No

24. Site Visit

Can the site be seen from a public road, public footpath, bridleway or other public land?



Yes



No

If the planning authority needs to make an appointment to carry out a site visit whom should they contact? (Please select only one)



The agent



The applicant



Other person

25. Certificates (Certificate B)

Certificate of Ownership - Certificate B

Town and Country Planning (Development Management Procedure) (England) Order 2010 Certificate under Article 12

I certify/The applicant certifies that I have/the applicant has given the requisite notice to everyone else (as listed below) who, on the day 21 days before the date of this application, was the owner (*owner is a person with a freehold interest or leasehold interest with at least 7 years left to run*) of any part of the land or building to which this application relates.

Notice recipient

Date notice served

Name: Mr John Stone
 Number: 51 Suffix:
 Street: Knowsley Road
 Locality: Wiltshire
 Town: Clitheroe
 Postcode: BB19PN

20/04/2012

Title: Mr

First name: Paul

Surname: Tunstall

Person role: Agent

Declaration date:

20/04/2012



Declaration made

25. Certificates (Agricultural Land Declaration)

Agricultural Land Declaration

Town and Country Planning (Development Management Procedure) (England) Order 2010 Certificate under Article 12

Agricultural Land Declaration - You Must Complete Either A or B

(A) None of the land to which the application relates is, or is part of an agricultural holding ☒

(B) I have/The applicant has given the requisite notice to every person other than myself/the applicant who, on the day 21 days before the date of this application, was a tenant of an agricultural holding on all or part of the land to which this application relates, as listed below: ☐

If any part of the land is an agricultural holding, of which the applicant is the sole tenant, the applicant should complete part (B) of the form by writing 'sole tenant - not applicable' in the first column of the table below

Title: Mr

First Name: Paul

Surname: Tunstall

Person role: Agent

Declaration date:

20/04/2012



Declaration Made

26. Declaration

I/we hereby apply for planning permission/consent as described in this form and the accompanying plans/drawings and additional information. ☒

Date: 20/04/2012

NE

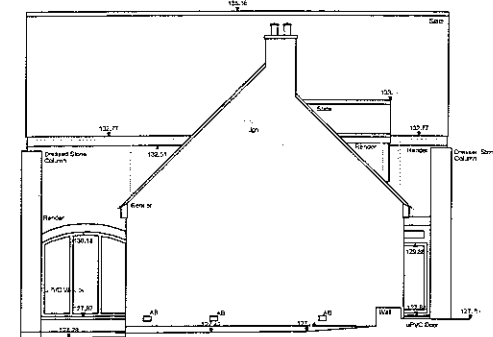
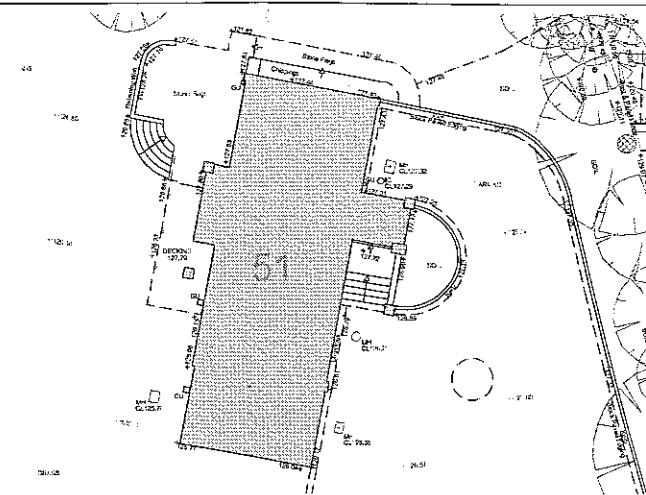


KNOWSLEY ROAD

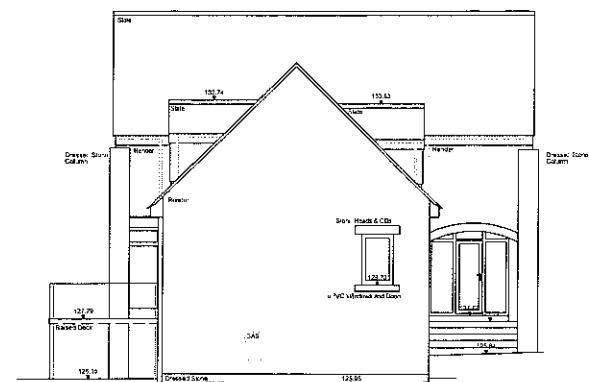
320120401P

- EXISTING TREES
- PROPOSED LANDSCAPING

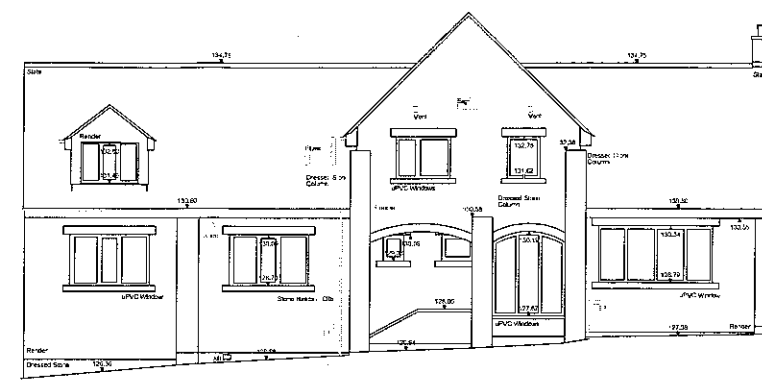
Client Phillips Property Limited			
Use Title 51 and 53 Knowsley Road Clayton Le Dale Wiltshire Blackburn			
Drawing Title Proposed Site Plan			
Scale 1:100 @A1	Date Apr 2012	Drawn RM	
 SUNDERLAND PEACOCK ARCHITECTS SUNDERLAND PEACOCK & ASSOCIATES ARCHITECTS AND PLANNERS LONDON, WILTSHIRE, SOUTH AFRICA T 0204 444 4444 F 0204 444 4444 www.spa-architects.co.uk			
4186-06			



125.60m above OS Datum
North Elevation



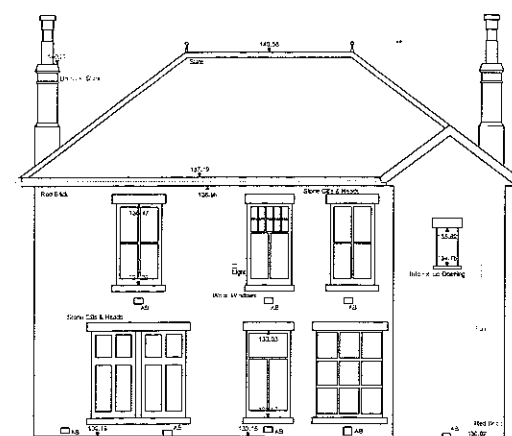
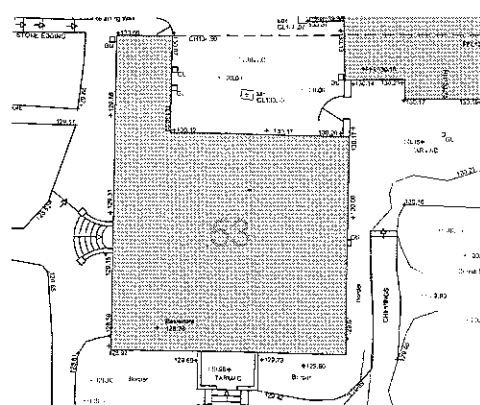
125.00m above OS Datum
South Elevation



125.60m above OS Datum
East Elevation



125.00m above OS Datum
West Elevation



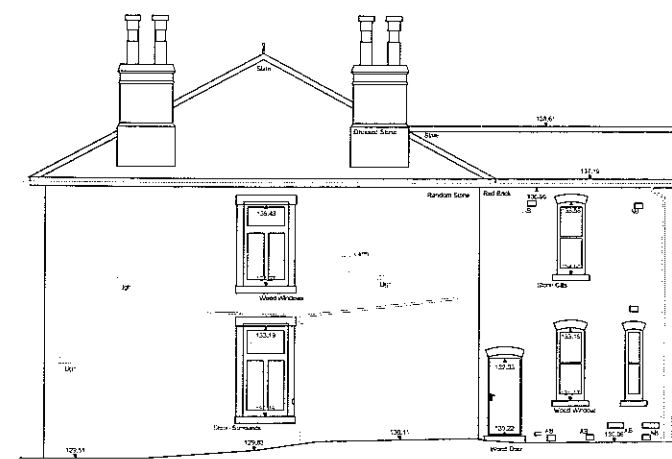
125.60m above OS Datum
North Elevation



125.00m above OS Datum
South Elevation



125.60m above OS Datum
West Elevation



125.00m above OS Datum
East Elevation

ABBREVIATIONS

- AB AIR BRICK
- BM BENCH MARK
- BT COVER
- CH CABLE LEVEL
- DK DROP KERB
- EH EVES HEIGHT
- EP ELECTRIC POINT
- FFL FINISHED FLOOR LEVEL
- GU GULLY
- IC INSPECTION COVER
- LP LAMP POST
- MH MAN HOLE
- RH RIDGE / ROOF HEIGHT
- RWP RAIN WATER PIPE
- TF TOP OF FENCE
- TL THRESHOLD LEVEL
- TP TELEGRAPH POLE
- TW TOP OF WALL
- WV WATER VALVE

NOTE
Datum level (130.62m) taken from the OS Bench Mark located on the gate post off Knowsley Road
Levels defining edge of carriageway are observed at channel (bottom of kerb).

320120401P

no. by chh. revision 602

Client
Phillips Property Limited

108 180
51 and 53 Knowsley Road
Clayton Le Dale
Wiltshire
Blackburn

Drawing Title
Existing Site Building Elevations

Scale 1:100 @A1 Date Nov 2011 Drawn RM

spa
SUNDERLAND PEACOCK ARCHITECTS
SUNDERLAND PEACOCK & ASSOCIATES LTD.
HARVEY ROAD, RAINESBURY, LANCASHIRE, SK10 5SD
TEL: 01204 437515 FAX: 01204 437524
E: info@spa-architects.co.uk
W: www.spa-architects.co.uk

4186-02



- ABBREVIATIONS
- AB AIR BRICK
 - BM BENCH MARK
 - BT COVER
 - CH CABLE LEVEL
 - DK DROP KERB
 - EH EYES HEIGHT
 - EP ELECTRIC POINT
 - FFL FINISHED FLOOR LEVEL
 - GU GULLY
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 - MH MAN HOLE
 - RH RIDGE / ROOF HEIGHT
 - RWP RAIN WATER PIPE
 - TF TOP OF FENCE
 - TL THRESHOLD LEVEL
 - TP TELEGRAPH POLE
 - TW TOP OF WALL
 - WV WATER VALVE

NOTE
Datum level (130.62m) taken from the OS Bench Mark located on the gate post off Knowsley Road
Levels defining edge of cartageway are observed at channel (bottom of kerb).

320120401P

no. by ch. redline		date	
Client Phillips Property Limited			
Job Title 51 and 53 Knowsley Road Clayton Le Dale Wiltshire Blackburn			
Drawing Title Existing Site Plan			
Scale 1:200 @A1	Date Nov 2011	Drawn RM	
 SUNDERLAND PEACOCK ARCHITECTS SUNDERLAND PEACOCK ARCHITECTS LTD HARTLEY ROAD, HARTLEY, HARTLEY, HARTLEY LIVESTOCK, BIL 201 T: 01432 850000 F: 01432 850001 P: 01432 850002 E: info@sunderlandpeacock.co.uk www.sunderlandpeacock.co.uk			
4186-01			

Outline Planning Application

51 and 53 Knowsley Road,
Wilpshire, Lancashire

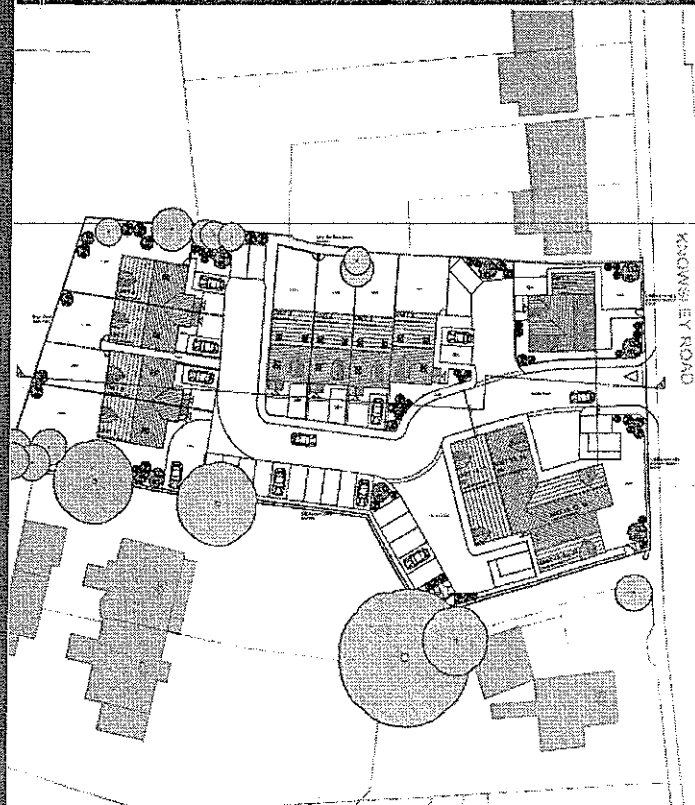
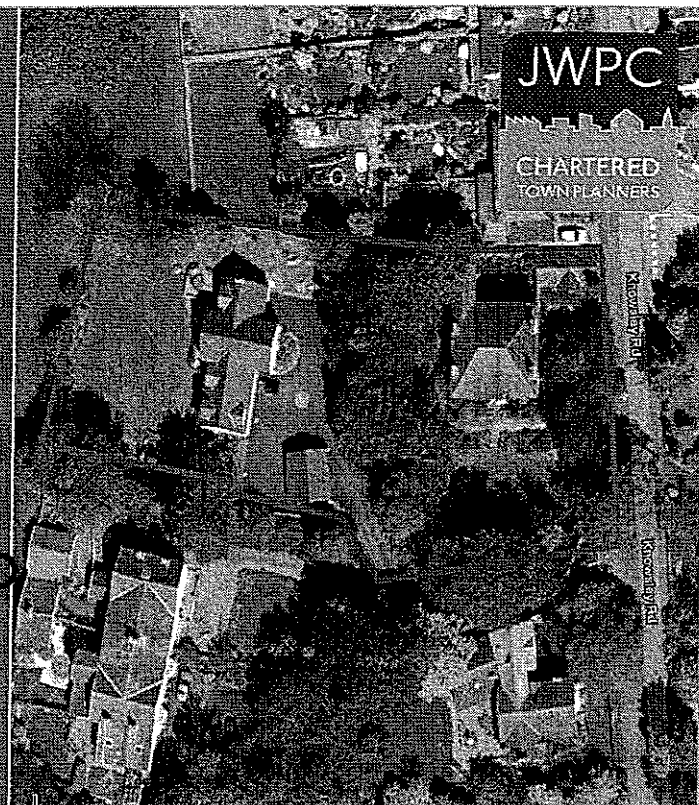
Proposed Redevelopment of
site to provide 21 dwellings
(9 houses and 12
apartments).

Client:
Phillips Property Limited

JWPC

CHARTERED
TOWN PLANNERS

320120401P



Planning

Design &

Access

Statement

Contents

- 1** Introduction
- 2** Site Characteristics
- 3** Application Proposal
- 4** Planning Policy
- 5** Planning Considerations
- 6** Summary and Conclusions

1 Introduction

- 1.1 This Statement is prepared to compliment the submission of an Outline Planning Application to Ribble Valley Borough Council for the redevelopment of two residential properties known as 51 and 53 Knowsley Road, for residential purposes. The application proposes the demolition of these two large dwellings and the erection of 21 dwellings. These will take the form of one detached dwelling, 8 terraced houses and two three-storey units providing a total of 12 apartments.
- 1.2 This Statement will assess the prevailing Local Plan Policies that establish the settlement strategy in the Borough as well as those that seek to control development within Wilpshire. It also considers specific housing policies which manage the release of housing land within the Borough. The Statement will also describe the proposal and consider other material planning considerations that would, together with Policy, dictate how a planning application would be determined.
- 1.3 The application has been prepared following the engagement of the local planning authority through the pre-application meeting process. This has provided sufficient confidence to the applicant to progress to this planning application and has helped inform the final design and layout (including access arrangements).
- 1.4 This application is submitted in accordance with the Town and Country Planning (Development Management Procedure) Order requirements and is supported by the following documents:
 - Planning Support Statement (JWPC Ltd);
 - Design and Access Statement (Sunderland Peacock and Assoc);
 - Bat Survey of 51 and 53 Knowsley Road (Lynne Rushworth)
 - Arboricultural Survey (Iain Tavendale)

2 Site & Surroundings

- 2.1 The application site consists of two large detached dwellings located immediately to the west of Knowsley Road, Wilpshire. The site extends to approximately 0.35 hectares. It is largely rectangular in shape although a triangular proportion does extend further to the South, up to the Boundary with No. 45 Knowsley Road. This height slopes down from north to south at a gentle gradient with the fall from the northern boundary to the southern-most part of the site being 3.7m.
- 2.2 51 Knowsley Road can be described as an extremely large dormer bungalow with a two storey gabled feature on the front and rear elevations. It appears to have been built some time in the 1960s or 1970s, probably as a backland development within the original garden of No. 53 Knowsley Road. It has a detached double garage close the southern boundary and the drive which skirts around the southern and western boundary of No. 53 as it has been retained.
- 2.3 No. 53 is a relatively attractive brick built villa which is largely square in plan form and has a hipped roof with a small two storey rear extension protruding to the north. The building is not listed, nor within a conservation area. This house is unusual in a sense that its front elevation faces south rather than addresses Knowsley Road itself. As a result it has little in the way of private amenity space and the majority of the garden lies to the front (south) of the house, parallel with Knowsley Road.
- 2.4 The Knowsley Road elevation (east) is rather featureless with a single window at ground and first floor at the centre of the otherwise brick elevation. Moreover it is set away from the road and is partly obscured by a detached outbuilding located to its north east which abuts the north and east boundaries of the site at the back of the footpath of Knowsley Road.
- 2.5 Access to No. 51 Knowsley Road is via an unadopted Road located between Nos. 45 and 53 Knowsley Road and which also serves Nos. 47 and 49. No. 53 has a separate access directly off Knowsley Road via a pair of timber gates into a small, hardstanding area.
- 2.6 The applicant of the proposed Outline application inherited No. 53 Knowsley Road some time ago following a death of a family member. His assessment, having taken advice of local property consultants, was that the house has a number of intrinsic features and

problems which make it unattractive as a modern family dwelling. Without substantial investment which would be difficult to recover, it is unlikely to be an attractive purchase or rental proposition in the current marketplace. The room sizes and proportions make it difficult to effectively heat the property which is also experiencing considerable levels of water ingress and damp. Unfortunately, it has not been modernised for many years. Another factor which counts against the attractiveness of No. 53 is that it occupies a rather constrained site with no rear garden; a long narrow side garden and a formal front garden which is terraced as it drops down the slope of Knowsley Road. Private amenity space is therefore very limited and far beneath modern expectations for a large family dwelling such as this.

- 2.7 Initial assessment of this site revealed that the property is not protected and not worthy of protection in the view of JWPC and others and that the redevelopment of the plot for residential purposes is entirely consistent with local plan policies. During the initial assessment it became clear that No. 51 was available for purchase and together they represent a substantial plot entirely within the settlement boundary of Wilpshire which can make an important contribution to housing needs in the area.

3 Proposal

- 3.1 It is proposed that an Outline Planning Application be made to Ribble Valley Borough Council for the redevelopment of plots 51 & 53 Knowsley Road for the erection of 21 dwellings. Matters of 'access', 'layout' and 'scale' are submitted for consideration at this stage. Should this outline consent be granted then Reserved Matters applications will then be made for the matters of 'appearance' (including full elevation details such as window positions and also materials) and 'landscaping'.
- 3.2 The development will take the form of one detached four bedroom; 4 no. three bedroom dwellings in a short terrace; 2 no. pairs of three bedroom semi-detached dwellings; and 12 two bedroom apartments in the form of two three storey blocks linked together.

- 3.3 These can be described as followed:

Unit 1: Four bedroom detached house with a total of 93m² footprint located close to the position of existing No. 53 Knowsley Road but closer to the existing building line defined by those properties to the north. It will be 5.8m height to eaves level and 8.8m to ridge which is lower than the existing ridge height of No. 53.

Units 2-5: These three bedroom townhouses will take the form of a short terrace of four, with Unit 2 being set back slightly further back from the main front elevation. They will be of a two storey scale of 5.3m to eaves and 9m to ridge and will step down the east to west slope to the rear of the site. Some living accommodation will be provided in the roofspaces.

Units 6-9: These are proposed as two and a half storey three bedroom semi-detached houses with each pair characterised by a central projecting gable feature. Their scale and form will engender a strong sense of enclosure when they are viewed from the internal access road within the site. They will have an eaves height of 6.1m and a ridge height of 9.6m. The separation distance to the blank gable of unit 5 is considered acceptable, whilst the properties benefit from an open aspect to the west.

Units 10-21: Within the south-east corner of the application site (which sits at a lower level) it is proposed to erect two blocks containing a total of 12 two bedroom apartments over three floors. These two blocks will have an eaves height of 7.1m and a ridge of 10.1m.

- 3.4 Vehicular and pedestrian access to the site will be achieved through the creation of one access road located slightly further to the south of Knowsley Road and the existing drive which serves No. 53. This will ensure adequate visibility and that there is no conflict with the junction opposite which serves Woodcrest. It will also mean that residents of those dwellings at 45,47 and 49 Knowsley Road will benefit from one less dwelling being served from the private access road.
- 3.5 The total number of car parking spaces within the site is 33 (including the garage for Unit 1). This is considered an appropriate level of parking provision for what is a larger settlement within the Ribble Valley with good access to local bus services and the railway station at Wilpshire.

4 Planning Policy

- 4.1 Since this proposal was initially considered and pre-application discussions with officers of Ribble Valley Borough Council took place, the landscape of national planning policy has changed markedly. The National Planning Policy Framework (NPPF) was published on 27 March 2012 and immediately resulted in the revocation of all National Planning Policy Guidance Notes (PPGs) and Statement (PPSs). It also provided instruction on how to consider existing Development Plans as part of the 'Implementation' of the National Policy Framework. This is a significant material planning consideration in the determination of all planning applications. The 'Development Plan' for the area remains the Regional Spatial Strategy for the North-West (which is also due to be revoked imminently) and the 'saved' policies of the Ribble Valley District-Wide Local Plan. Some weight must also be afforded to the emerging Ribble Valley Core Strategy. Whilst a Regulation 25 consultation was carried out in late 2011, final options have yet to be refined and consulted on. Whilst only very limited weight can be attached to the document at this stage, its 'direction of travel' is of some material importance. A Core Strategy 'Topic Paper' was produced and approved by Members in December 2011 and carries some weight.

National Planning Policy Framework

- 4.2 The implementation of the NPPF requires decision makers to give weight to policies within existing Local Plans (adopted since 2004) for a period of 12 months and for older plans: *'due weight should be given to relevant policies in existing plans according to their degree of consistency with this framework'*. Given that the Ribble Valley Districtwide Local Plan was adopted in 1998, this latter part of the sentence is relevant.
- 4.3 The 'Golden Thread' of the document is the presumption in favour of sustainable development which should be adopted in the plan-making and decision-taking processes. For 'decision-taking' this means the following:
- Approving developments that accord with the development plan
 - Where the development plan is absent, silent or relevant policies are out of date, grant permission unless:

1. Any adverse impacts of doing so would significantly and demonstrably outweigh the benefits, when assessed against the policies in the Framework;
2. Specific policies in the Framework indicate development should be restricted. This may include sites designed as SSSIs or Green Belt for example, where there is specific guidance in the Framework.

It is also clear that decisions should be made 'without delay'. The document acknowledges that neighbourhood planning will play a critical role in planning process.

4.4 The NPPF includes a list of 12 core land-use planning principles that will underpin plan-making and decision-taking. Amongst others it includes the following:

- Planning should not simply be about scrutiny but *'instead be a creative exercise in finding ways to enhance and improve places'*.
- Proactively drive and support sustainable economic development to deliver homes etc. Plans should take account of market signals and take account of the needs of the residential and business communities;
- Seek high quality design;
- Consider the different roles and characters of areas, including Green Belt and supporting thriving rural communities;
- Contribute towards conserving and enhancing the natural environment. Allocating land for development that is of less environmental value etc.
- Conserve heritage assets; and
- Manage growth to make the best use of public transport and other non-car modes;

4.5 Paragraph 28 requires (amongst other things) policies to *'promote the retention and development of local services and community facilities in villages'*.

4.6 Local authorities are required to 'boost significantly' the supply of housing. This confirms the requirement for Council's to identify five years worth of housing against their housing requirement targets. This will require a 'buffer' of 5% or 20% if there is a record of persistent under delivery of housing, in the case of the latter. Council's should also set out

their own housing density policy to reflect local circumstances. Housing applications should be considered in the context of the presumption in favour of sustainable development (Paragraph 49) and policies relating to housing land supply should not be considered up-to-date if the local planning authority cannot demonstrate a five-year supply of deliverable housing sites.

4.7 Paragraph 51 states that local planning authorities should identify and bring back into residential use empty houses and buildings in line with local strategies.

4.8 Paragraphs 56 to 68 promote good design. It is considered indivisible from good planning.

Regional Spatial Strategy for the North West

4.9 Until the affects of the Localism Act come fully into force the 'Development Plan' for this application site continues to include the Regional Strategy for the North West. However, it will very shortly be revoked through powers set down in the Localism Act (Section 109). RSSs remain in place until the Secretary of State makes an order to revoke them and this will follow once the Environmental Assessments have been completed. This is understood to be imminent. Given this inevitable revocation and the fact that this application presents no strategic planning issues, it is considered unnecessary to recite policies of the RSS here.

Ribble Valley District Wide Local Plan

4.10 The Development Plan is the Ribble Valley Local Plan. The following policies have been 'saved' by Direction of the Secretary of State.

4.11 Policy G1 states that all development proposals will be expected to provide a high standard of building design and landscape quality. Development which does so will be permitted, unless it adversely affects the amenities of the surrounding area. In determining planning applications the following criteria will be applied:

- Development should be sympathetic to existing and proposed land uses in terms of its size, intensity and nature.
- The likely scale and type of traffic generation will be assessed in relationship to the highway infrastructure and the proposed and existing public transport

network. This will include safety, operational efficiency, amenity and environmental considerations.

- Developments should make adequate arrangements for car parking (see Policy T7).
- A safe access should be provided which is suitable to accommodate the scale and type of traffic likely to be generated.
- The density, layout and relationship between buildings are of major importance. Particular emphasis will be placed on visual appearance and the relationship to surroundings as well as the effects of development on existing amenities.
- Developments should provide adequate arrangements for servicing and public utilities.
- Developments should provide adequate daylighting and privacy.
- Materials used should be sympathetic to the character of the area.

4.12 Policy G2 directs developments towards land within the main settlement boundaries as defined on the proposals map. It states that in Wilpshire, *'development of sites within the settlement boundary and outside the green belt'* will be approved. The application site is defined as being wholly within the settlement boundaries shown on the Proposals Map and as such would be in conformity with Policy G2.



Fig 1: Extract from RVDLP Proposals Map showing application site

4.13 Whilst there is no specific housing policy for windfall housing within the Local Plan, such proposals are assessed on a case-by-case basis. Given the age of the Local Plan and the fact

that almost all housing allocations have been completed, there is a compelling need to identify windfall housing sites to meet the RSS annual housing land provision figure of 200 dwellings per year. However, the following must be considered alongside this.

- 4.14 A recent report to the Council's Planning and Development Committee confirms the current 5 year housing land supply figure, as set against the 'target' of 161 dwellings per year, which originated in RSS. This concludes that current supply *'equates to 3.3 yrs supply at 5 year adjusted rate at 01.10.11'*. Notwithstanding recent approvals and allowed appeals it is understood that this shortfall remains. In light of this, Paragraphs 47 and 48 of the NPPF are relevant. It is clear that windfall housing sites continue to have a crucial role to play in the local authority's aim of achieving a five-year housing land provision position. Indeed, given the failure to deliver this in the past, the target should be (as required by Paragraph 47) 120% of the annual requirement. In other words, there is an in principle, policy imperative to release more sites for housing now to address need.
- 4.15 Given the impending revocation of RSS, the Council has commissioned its own 'HEaDROOM Report' which assesses likely future housing requirements for Ribble Valley, taking into account various factors such as population projections, economic growth modelling, past trends and other demographic information such as migration, commuting trends and fertility rates.
- 4.16 That document concluded that following the testing of various scenarios, Ribble Valley Borough should plan for between 190-220 dwellings per annum between 2008 and 2028. The local planning authority approved a figure of 200 dwellings per annum in February 2012. This exceeds the current figure which the Council is working to. From this, it can be assumed that future housing and development policies will continue to provide for additional housing land in sustainable locations, particularly within the larger settlements including Clitheroe, Longridge and Wilpshire. Moreover, in lieu of any adopted Core Strategy or Site Allocations DPD, windfall housing proposals are required to come forward to meet provision targets. This proposal will make an important contribution to this objective.
- 4.17 In the recent appeal decision for land at Henthorn Road, Clitheroe (APP/T2350/A/11/2161186) the Inspector concluded that this figure of 200 dpa should supersede the RSS figure of 161 dpa now. At Paragraph 20 of that Decision he stated:

'Taking all of the above matters into account I consider that the appropriate housing requirement figure to be used in determining this appeal should be not less than 200 dwellings per annum.'

Ribble Valley Core Strategy

- 4.18 The Regulation 25 consultation of the Core Strategy (including the proposed revisions) provided a total of 8 options for an overall development strategy to determine the location of housing, employment and other uses in the Borough. This was refined by the Council to a preferred option in the Regulation 27 consultation version (April 2012). It sets out for the first time, the Council's Preferred Option for Strategic Development in Paragraph 4.2:

'The majority of new housing development will be concentrated within an identified strategic site located to the south of Clitheroe towards the A59 and the main urban areas of the borough. Strategic employment opportunities will be promoted through the development of the Barrow Enterprise Site as a main location for employment, and the Salmesbury Enterprise Zone.'

'In general, the scale of planned housing growth will be managed to reflect existing population size, the availability of, or the opportunity to provide facilities to serve the development and the extent to which development can be accommodated within the local area. Specific allocations will be made through the preparation of a separate allocations DPD.'

'Development that has recognised regeneration benefits, is for identified local needs or satisfies neighbourhood planning legislation, will be considered in all the boroughs settlements, including small-scale development in the smaller settlements that are appropriate for consolidation and expansion or rounding-off of the built up area.

'Through this strategy, development opportunities will be created for social and economic well-being and development for future generations.'

- 4.19 Of the 4000 houses required over the period 2008 – 2028, 2880 will be directed to the existing settlements of Clitheroe (including Standen Estate site), Longridge and Whalley. The remaining 1120 will be spread across other settlements.

5 Planning Considerations

- 5.1 This submission follows pre-application discussions with officers of Ribble Valley Borough Council and has been revised to reflect their advice and comments. This Statement will demonstrate how the proposal is compliant with the policies of the Development Plan and the recently published National Planning Policy Framework. It will also identify other material planning considerations in favour of the proposal.
- 5.2 NPPF and PPS1 and PPS3 before it, emphasises the need to consider development proposals in light of their location and in particular in housing proposals, the ability of future residents to access non-car modes of transport, employment opportunities, shopping and leisure uses and other community facilities. The level of housing should be proportionate to how well a site relates to these factors. Moreover, the emphasis remains on the redevelopment of existing land and buildings before 'greenfield' land is used for housing or other development purposes.
- 5.3 These long established principles underpin the 'saved' policies within the Ribble Valley Districtwide Local Plan. Policy G2 requires most new development within the Borough to be directed to land within the settlement boundaries of the main towns. These are Clitheroe, Wilpshire and Billington, Longridge and Whalley. As the application site falls wholly within the settlement boundary of Wilpshire, the principle of the proposal is entirely compliant with Policy G2. Moreover, it relates (at least in part) to the redevelopment of existing buildings - one of which is an old, dilapidated property no longer occupied and the other, whilst being in good condition, does not necessarily make the best use of the site. The overall density of the application site is 6 dwellings per hectare. Whilst the previous indicative minimum housing density figure of 30 dwelling per hectare is no longer 'live' policy in NPPF, the existing houses clearly do not make effective and efficient use of land within the settlement.
- 5.4 The settlement of Wilpshire is unusual in that it falls within the Ribble Valley but relates (physically and socially) more towards Blackburn. Indeed, it effectively adjoins the area of Ramsgreave (Ribble Valley) and Brownhill (Blackburn MBC). Indeed, Wilpshire and Ramsgreave railway station falls just within the administrative boundary of Blackburn. However, it falls within easy walking distance of the application site. Whilst Knowsley Road does accommodate limited bus services, there are a good number of bus stops and services on Ribchester Road and Whalley Road providing frequent services to Clitheroe, Blackburn

and beyond. Wilpshire itself benefits from some employment and community facilities including Churches; as well as 'convenience' facilities but its lack of education provision results in a mid-ranking sustainability score within the Council's 2008 Settlement Hierarchy document (Table1). Nonetheless, it did achieve the highest score in terms of accessibility and to a large degree this offsets the shortage of facilities within the settlement itself. In short, the village is able to accommodate additional housing, providing the level is proportionate to its scale and function.

- 5.5 It is the applicants' view that the development of this site for 21 dwellings (a net gain of 19 units) is appropriate and proportionate to Wilpshire. Given that it is surrounded by Green Belt land, only very limited potential exists for sites such as this to come forward for development. Rather than the site providing two extremely large dwellings, the proposal offers a mix of 3 bedroom houses (one 4-bedroom), and smaller 2 bedroom apartments. Following advice from commercial agents, the applicants have devised the scheme which seeks to appeal to the strong family market in the area but also to those such as first time buyers, perhaps leaving their family home and wishing to stay within their community. There is also a continuing demand for smaller properties from occupants of large dwellings who wish to downsize, often as they reach retirement age. The proposed mix of units on site, reflects these local housing needs.
- 5.6 Given that the proposal involves a net gain of 19 dwellings, it is appropriate to provide a level of affordable housing within the scheme (or by way of a commuted sum if there are alternative proposals nearby that would benefit). The Council's Addressing Housing Need document requires 30% of all houses on site to be affordable. This can be as low as 20% if a higher figure would render the proposal unviable. Whilst the details of affordable provision on site have yet to be finalised, it is clear that the proposal could make a significant contribution to meeting affordable housing needs in Wilpshire. This in itself is an important material planning consideration in favour of the application. Such a requirement will be secured through a Section 106 Agreement.
- 5.7 Whilst the application has been submitted in outline form, indicative details have been submitted with the application to show how it would appear from Knowsley Road itself. Unit 1 seeks to replicate to some degree the scale and position of the existing No 53, whilst the apartment building, at the lower part of the site, also reflects the scale and mass of other houses along the street.

- 5.8 The applicants are acutely aware of the impact of any proposal upon neighbouring residents and have undertaken some pre-application consultation. The impact upon the residential amenity of neighbouring houses has been carefully considered in the submission and hence matters of layout and scale are submitted for consideration at this stage. Care has been taken to ensure that there will remain a reasonable distance to 45 Knowsley Road which has a blank gable wall to the north. There will be a distance of 15-16 to the southern elevation of the apartments building, ensuring compliance with the Council's rule of thumb derived from its House Extensions SPG. There is also a private road between the two buildings.
- 5.9 Similarly, number 55 Knowsley Road has a gable wall with no habitable room windows and given the proposed layout of Unit 1, no residential amenity will be harmed. The apartment building would be at least 25m from 54 Knowsley Road which is sat at an oblique angle. No harm by way of overlooking, overshadowing or over-bearingness would occur in this instance.
- 5.10 The proposed new access into the site has been agreed with Lancashire County Council highways department. The existing stone wall will be reduced in height to 800mm to provide adequate visibility and the internal road will be designed to adoptable standards. This offers a planning gain, insofar as it would reduce the amount of traffic using the existing private road that currently serves 45-51 (odd) Knowsley Road. This has substandard visibility and fewer traffic movements will aid highway safety. Car parking will be provided at a rate of 157% which is compliant with LCC advice derived from the Partial Review of the North West RSS.

6 Summary and Conclusions

- 6.1 This application has been carefully conceived to meet the housing needs of the area, reflecting advice from local residential agents. It follows pre-application discussions with officers of the Council and clearly sits within both new and existing National and Local Planning policy.
- 6.2 The proposal site lies entirely within the settlement of Wilpshire, close to amenities, local public transport infrastructure and other services and would make the best use of an underused site. No 53 in particular, is in a poor state of repair and is impractical for modern family living. In this context, the proposal is compliant with housing and development policies within NPPF, as well as the existing Local Plan policies G1 and G2.
- 6.3 The proposal for 21 units better reflects the need for housing within the Ribble Valley (particularly given the strategic issue of a shortfall of housing across the Borough) and in Wilpshire in particular. It will also provide an amount of affordable housing (up to 30%). In addition it will offer a new, better positioned vehicular access which will be provided further away from the junction with Woodcrest and reduce the use of a substandard access road to the south of the site.
- 6.4 There are no other planning reasons why this outline application should not succeed. No residential amenity would be harmed whilst protected species such as bats have not been found on site. Given that the proposal is in accord with the Development Plan it should be approved in accord with Section 38(6) of the 2004. Moreover, it is highly relevant that there remains a shortage of housing provision in Ribble Valley – recent appeal decisions underpin the approach that additional housing permissions must be granted (if all other matters are in accord with policy), until such a time that future allocations are provided in an adopted form. Until this time windfall sites like this will continue to make a vital contribution to housing needs in the Borough.

JWPC Ltd

April 2012

DATED _____

2012

320120401P

RIBBLE VALLEY BOROUGH COUNCIL

– and –

PHILLIPS PROPERTY LIMITED

AGREEMENT

Under Section 106 Town and Country Planning Act 1990
relating to land at 51 and 53 Knowsley Road, Wilpshire, Lancashire
BB1 9PN

Legal Services Manager
Ribble Valley Borough Council
Clitheroe

THIS AGREEMENT is made the - - day of Two
Thousand and Twelve **BETWEEN RIBBLE VALLEY BOROUGH COUNCIL** of Council
Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called "the Council") of the
first part and **PHILLIPS PROPERTY LTD** (Company No: 07839624) of Brownhills Surgery,
790 Whalley New Road, Blackburn, Lancashire, BB1 9BA (hereinafter called "the Owner") of
the other part

1. WHEREAS:

- (1.1) The Council is the Local Planning Authority for the purposes of the Town and
Country Planning Act 1990 as amended ("the Act") for the Property shown edged red
on the plan ("the Plan") annexed to this Agreement_____
- (1.2) The Owner is the registered Owner of the Freehold Estate of the Property known as
51 and 53 Knowsley Road, Wilpshire, Lancashire, BB1 9PN ("the Property") which is
registered with Absolute Title at HM Land Registry under Title Number LAN*****
- (1.3) The Owner on the **** day of ***** Two Thousand and Twelve applied to the Council
for planning permission for the erection of 21 new build units ("the Proposed
Development") more fully shown in the planning application allocated the Councils
Planning Application Reference Number [3/2012/****/P] ("the Application")
- (1.4) The Council is satisfied that the development is such as may be approved by it under
the Act but subject to the Association entering into an agreement with the Council
under the provisions of Section 106 of the Act of 1990 and Section 33 of the Local
Government (Miscellaneous Provisions) Act 1982 to which this agreement is made
subject.

NOW THIS DEED WITNESSETH as follows:_____

2. DEFINITIONS

2.1 In this Agreement the following words and expressions shall, unless the context
otherwise requires have the meanings set opposite them:

- (2.2) "the Act" means the Town and Country Planning Act 1990 (as
amended)

- (2.3) "Affordable Housing Provider" an organisation approved by the Housing Corporation pursuant to section 24a Housing Act 2004 and whose object is or contains the provision and/or operation of affordable housing and 'AHP' shall be constructed accordingly
- (2.4) "Affordable Units" means the Units to be erection on the Property the tenure and mix of which shall be as permitted in accordance with clause 3 of the First Schedule of this Agreement and 'Affordable Unit' shall be construed accordingly.
- (2.5) "The Application " means the application for Planning Permission for the erection on the Property of [] made to the Council on [] and numbered []
- (2.6) "Commence" means the carrying out of a material operation as defined by section 56(4) of the Act (excluding demolition, remediation, site clearance, archaeology investigations, investigations for the purpose of assessing ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements) in accordance with the Planning Permission and the expression "Commencement" shall have a corresponding meaning.
- (2.7) "the Development" means the residential and ancillary development of the property in accordance with the Planning Permission.
- (2.8) "Disposal" means each and every means by which the right of occupation of an Affordable Unit is given or transferred

- to another person, body or company and "Dispose" and "Disposed" shall be construed accordingly.
- (2.9) "Market Rent" the rent set by an independent valuer appointed by the Association to establish a market rent for a unit on the Development.
- (2.10) "Open Market Value" means the market value of the relevant Affordable Unit assessed in accordance with the Appraisal and Valuation Manual of the Royal Institute of Chartered Surveyors (the Red Book) current for the time being
- (2.11) "Open Market Units" means the Units to be erected on the Property (excluding the Affordable Units) which shall be available for sale on the open market
- (2.12) "Plan" means the plan annexed hereto
- (2.13) "Planning Permission" means the planning permission to be granted pursuant to the Application substantially in the form attached hereto.
- (2.14) "Rental Affordable Units" means the Affordable Units to be rented by an AHP in accordance with paragraph 5.2 of the First Schedule
- (2.15) "Property" means land at 51 and 53 Knowsley Road, Wilpshire, Lancashire, BB1 9PN for the purpose of identification only shown edged red on the attached plan.
- (2.16) "Unit" means a dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission

3. INTERPRETATION

In this Agreement

- 3.1 words importing one gender shall be construed as importing the plural and vice versa
- 3.3 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa
- 3.4 where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons
- 3.5 the clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation
- 3.6 any reference to a clause or a paragraph or a schedule is to one in this Agreement so numbered
- 3.7 any reference to colour or letter is to one on the Plan
- 3.8 in the absence of any contrary provision any reference to a statute includes any statutory modification or re-enactment of it and any and every order instrument regulation direction or plan made or issued under the statute or deriving validity from it
- 3.9 references to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its functions as local planning authority and local housing authority as appropriate

4..

- 4.1

5.

- 5.1

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- 5.4 This Agreement shall cease to have effect if:-
- 5.4.1 the Planning Permission shall be quashed revoked or otherwise withdrawn
 - 5.4.2 the Planning Permission shall expire prior to the Commencement of the Development
 - 5.4.3 the Council or any other competent authority shall at any time after the date hereof grant a new planning permission under which development of the Property is initiated for the purposes of section 56 of the Act
- 5.5 This Agreement is a local land charge and shall be registered as such
- 5.6 It is not intended that any person(s) who (but for the provisions of the Contract (Rights of Third Parties) Act 1999) would not acquire any interest hereunder should do so by virtue of such Act
- 5.7 The Owner hereby covenants with the Council to perform the obligations specified in the First Schedule of this Agreement
- 5.8 The Council hereby covenants with the Owner to perform the obligations specified in the Second Schedule of this Agreement
- 5.9 The Council will within fourteen days of this Agreement grant the Planning Permission for the Development referred to in the form annexed hereto
- 5.10 Wherever in this Agreement there is reference to the Council giving its approval to any matter or scheme that reference is on the basis that such approval shall not be unreasonably withheld or delayed
- 5.11 Any dispute between the parties as to any matter the subject of this Agreement shall be referred to an appropriate independent expert (who shall either be agreed between the parties or failing agreement appointed on the application of any of the parties by the President for the time being of the Royal Institution of Chartered Surveyors (or any person acting with his authority)) and the decision of the expert shall be final and binding (save in case of manifest error) and his costs shall be borne as he shall Director
- 5.12 If any sum due under this Agreement shall remain unpaid after the same has become due interest shall be paid thereon from the date the sum becomes due to

the date of payment at the rate 2% above the base lending rate for the time being of National Westminster Bank Plc

- 5.13 The Owner shall pay the Council's legal fees incurred in relation to this Agreement on the date of this Agreement in the sum of []
- 5.14 Any notice or other communication given or made in accordance with this Agreement shall be in writing and may (in addition to any other effective mode of service) be sent by recorded delivery or registered post to the [Housing Manager] for the time being of the Council at the address of the Council shown on the first page of this Agreement or at such other address as may from time to time have been notified to the sender as being the address for service of the relevant party for the purposes of this Agreement

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FIRST SCHEDULE
Owner's Obligations

1. To notify the Council in writing of the Commencement of the Development, such notice shall include details of which Units within the Development are to be the Affordable Units and shall be served on the Council within 7 days of the Commencement of the Development

2 Affordable Housing

Construction and transfer of the Affordable Units to the AHP

- 2.1 The Affordable Units shall be designed and constructed to a specification no less favourable than the Open Market Units and shall comprise:

Rented Affordable Units

[]

- 2.2 To Dispose of the Affordable Units to an AHP approved by the Council (such approval not to be unreasonably withheld or delayed) on or before completion of the construction of the Affordable Units and to notify the Council in writing accordingly

2.3 Not to allow the first occupation of more than 50% of the Open Market Units (unless otherwise agreed in writing by the Council) until the Affordable Units have been built ready for immediate occupation and are capable of being transferred to the AHP

2.4 In the event that the AHP does not or is unable to enter into a contract with the Owner then the Owner shall finance build and sell the Affordable Units as Low Cost Market Housing with the Council having the same nomination rights as if they had been transferred

Mechanism for dealing with the Affordable Units once they have been transferred to the AHP

2.5 The Affordable Units shall be permanently subject to each and every one of the restrictions regulating the development as are contained in this Agreement and the purpose and intent of such restrictions shall be registered at HM Land Registry upon the AHP title relating to the Affordable Units

2.6 The said restrictions referred to in the preceding clause are as follows:

2.7 Rented Affordable Units

- (i) that the Rented Affordable Units be available for rent
- (ii) that on completion of the Rented Affordable Units they be allocated by 100% nomination arrangements on first let to approved persons nominated by the Council in accordance with the Council's allocations policy
- (iii) that subsequent lets will be on a 50% nomination arrangement with the AHP

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- (iv) that rents to be charged on the Rented Affordable Unit will be in accordance with the Governments Guidance on Formulae rent as issued by the Housing Corporation which governs the rents to be charged by all social landlords whether they be registered social landlords or local authorities or AHPs

2.8 **THE AHP** shall maintain records enabling them to supply to the Council (within two weeks of the Council's written request to do so) such information as the Council may reasonably require in order to determine whether the covenants herein are being observed

SECOND SCHEDULE

Council's Obligations

Repayment of contributions

1. The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid and for no other purpose
2. The Council covenants with the Owner that it will refund all such sums received to the person who paid such sums received by the Council under this Agreement which has not been expended in accordance with the provisions of this Agreement within five years of the date of receipt by the Council of such sum together with interest for the period from the date of payment to the date of refund
3. The Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of such sums paid under this Agreement

Discharge of obligations

4. When requested in writing the Council shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed
5. Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement

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IN WITNESS whereof the Council and the Owner have hereunto caused their respective Common Seals to be hereunto affixed and executed as a Deed the day and year first before written

THE COMMON SEAL of RIBBLE VALLEY)

BOROUGH COUNCIL was hereunto affixed to)

this Deed in the presence of:)

Mayor

Chief Executive

THE COMMON SEAL PHILLIPS PROPERTY LIMITED was hereunto affixed)

to this Deed in the presence of:)

Director

Director/Secretary/Authorised Signatory

320120401P

BAT SURVEY

AT
53 KNOWSLEY ROAD
WILPSHIRE

DATE AND TIME OF VISIT
11TH APRIL 2012 3.00pm

WEATHER CONDITIONS

Light West, North West wind 11 °C
Broken cloud.

REFERENCE NO. 4186



Survey carried out by:

Lynne Rushworth
Sunderland Peacock & Associates Ltd.
Hazelmere
Pimlico road
Clitheroe
BB7 2AG

THIS SURVEY HAS BEEN CARRIED OUT BY: LYNNE RUSHWORTH WHO HAS COMPLETED THE BAT CONSERVATION TRUST'S 'BATS AND BAT SURVEYS' FOUNDATION COURSE FOR CONSULTANTS, AND 'PLANNING AND PREPARATION OF BAT SURVEYS' COURSE

All British bats and their roosts are legally protected under the Wildlife and Countryside Act 1981, the Countryside and Rights of Way Act 2000 and the Conservation (Natural Habitats) Regulations 2007.

THE BRIEF

In conjunction with the submission of an application for planning approval, to identify if bats are present in the building and the past or possible future use of the building by bats.

BAT LEGISLATION - Summary of offences under the law:

- Intentionally kill, injure or capture a bat.
- Possess or control a live or dead bat, or any part or derivative of a bat.
- Intentionally or recklessly damage, destroy or obstruct access to any structure or place that a bat uses for shelter or projection whether currently used or not.
- Intentionally or recklessly disturb a bat while occupying a structure or place of shelter or protection. ('Recklessly' is defined as deliberately take unacceptable risk or fail to notice or consider an obvious risk).

LIMITATIONS OF REPORT

NOTE: The absence of bats is near impossible to prove. The bats' high mobility means it is virtually impossible to rule out bats using any type of structure for roosting or habitat for foraging or on a flight path

- External walls and internal rooms inspected from ground level.
- Roof spaces, attics and lofts will only be inspected if safe access is possible.
- Winter surveys will provide limited results. However internal inspection should determine if bats have used the building in the previous year.
- Any building whose structure is considered dangerous can only be inspected from a safe distance.

EQUIPMENT USED ON SURVEY

- 'MAGENTA 5' BAT DETECTOR
- BINOCULARS
- HIGH POWERED TORCH
- LADDERS FOR HIGH LEVEL INSPECTION
- CAMERA

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PROPOSED DEVELOPMENT

Demolition of existing house and outbuilding prior to construction of new development.

TYPE OF BUILDING

X	HOUSE
	BARN
	GARAGE
	OTHER

COMMENTS: The building is a detached house probably dating from the Victorian period



South/East elevation



East/North elevation and outbuilding

LOCATION

	URBAN
X	SMALL TOWN/URBAN VILLAGE
	RURAL/VILLAGE

COMMENTS: The house is located between the property at 51 Knowsley road and Knowsley road, Wiltshire.

BUILDING ADJACENT TO OR WITHIN 10M OF

X	TREES
	HEDGEROW
	OPEN WATER

COMMENTS: The house is located in large mature garden extending to the west, south and east, an adjacent house being located close to the north boundary. There are mature trees mainly to the south boundary.

WALL CONSTRUCTION

X	STONE
X	BRICK
	STEEL
	BRICK/BLOCK AND RENDER
	OTHER

COMMENTS: The walls are stone to the South and East elevation with brick to the West and North.

ROOF CONSTRUCTION

X	SLATE
	TILE
	GREY SLATE
	STEEL
	FLAT ROOF FELT

COMMENTS: The roof construction is slate with overhangs fascias and boarded soffits



Part north elevation.

BAT ACCESS POINTS IN WALLS

Yes	No
☐	☒

COMMENTS: The house pointing is in good condition with no cracks or crevices for bat access. The garage has access via a door opening and a gap above the garage door opening.

BAT SIGNS, EXTERNAL SEEN DROPPINGS MAGENTA BAT5 DETECTOR RESULT

Yes	No
☐	☒
☐	☒
☐	☒

COMMENTS: There was no dropping evidence on the ground surrounding the house and outbuilding. White staining below the fascias on the North and West outrigger elevation would suggest some previous bird activity.

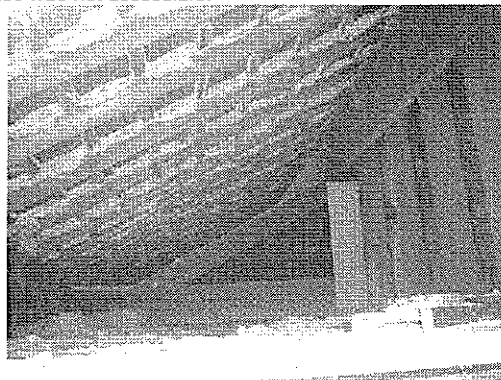
ROOF SPACE TRUSSED PURLINS FELT

Yes	No
☒	☐
☒	☐
☐	☒

COMMENTS: The house roof was accessible via two hatches the main hatch opens into a boarded out roof space located in the centre of the main roof. The second hatch allowed access to the roof space towards the eaves behind the boarded area. The outrigger roof space was not accessible.



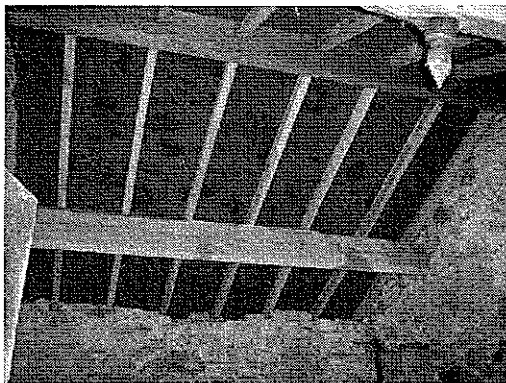
Boarded roof space



Roof space behind boarding

The outbuilding roof has felt and purlins and is open to the underside, the garage section has a boarded ceiling

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BAT ACCESS POINTS IN ROOF

Yes No

X	
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COMMENTS: The house roof slate is in reasonable condition with no significant access points for bats. However on the North and West outrigger elevation the timber soffits are in poor condition with possible access points.

The outbuilding roof slates although not in perfect condition does not have any significant access points.



Outbuilding South elevation

BAT SIGNS, INTERNAL

SIGHTED
DROPPINGS
DETECTOR RESULTS
STAINING/GREASE MARKS
SUSPECT SUMMER ROOST
SUSPECT WINTER HIBERNACULA
INSECT OR MOTH FEEDING EVIDENCE

Yes No

	X
	X
	X
	X
	X
	X
	X

COMMENTS: None of the above evidence was found although access to the house roof space was very limited. The outbuilding did not have any feeding or dropping evidence internally and no grease or staining marks on timbers.

CONCLUSION

The outbuilding has no evidence to indicate that bats use it for hibernating, feeding or roosting. The demolition of this building will not pose a threat to any bat population. Externally the house does not have any dropping or staining evidence with the exception of the white staining on the North and West outrigger elevation which will be due to bird activity. However due to the lack of access to sections of the roof I cannot conclude that bats are not using the house roof. In this instance I would recommend an evening survey be carried out in early May to clarify the situation.

RISK ASSESSMENT

(The level of probability that bats are using the property is calculated on the evidence found.)

MEDIUM / LOW

NOTES:

When bats are found to be present in a building:

- A DEFRA licence will be required before any building work is undertaken.
- Pointing work should not be undertaken during winter months as hibernating bats might be entombed.
- Work to roof structure should not be undertaken between late May, June, July and August.
- Small areas of wall could be left un-pointed to encourage potential roosting sites.
- Care must be taken when removing existing roof timbers, and any new timbers or treatment of existing timbers must be carried out using chemicals listed as safe for bat roosts.
- NOTE: The onus lies with the applicant to satisfy themselves that no offence will be committed if the development goes ahead.

If bats are ever found during building work, stop work immediately and contact the Bat Conservation Trust or Natural England.

The Bat Conservation Trust
15 Cloisters House
8 Battersea Park Road
London SW8 4BG
0845 1300 228

Natural England Cheshire-Lancashire Team
Cheshire-Lancashire Team
Pier House
Wallgate
Wigan WN3 4AL

320120401P

51 & 53 KNOWSLEY ROAD

WILSHIRE

DESIGN AND ACCESS STATEMENT

OUTLINE PLANNING APPLICATION

4186_REVISION 00, APRIL 2012

spa

SUNDERLAND PEACOCK ARCHITECTS

CONTENTS PAGE

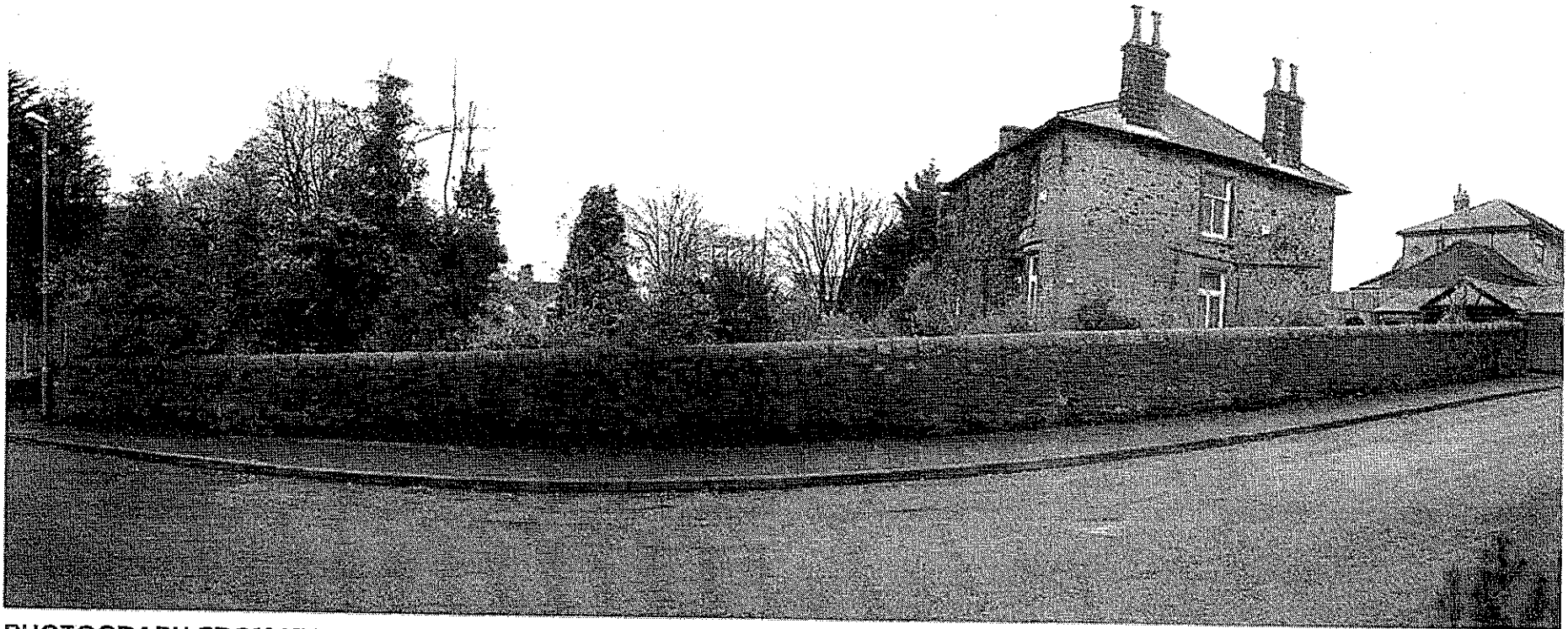
1.0 EXISTING SITE PHOTOGRAPHS

2.0 EXISTING DRAWINGS

3.0 PROPOSED DRAWINGS

4.0 PRECEDENT MATERIALS AND STYLES

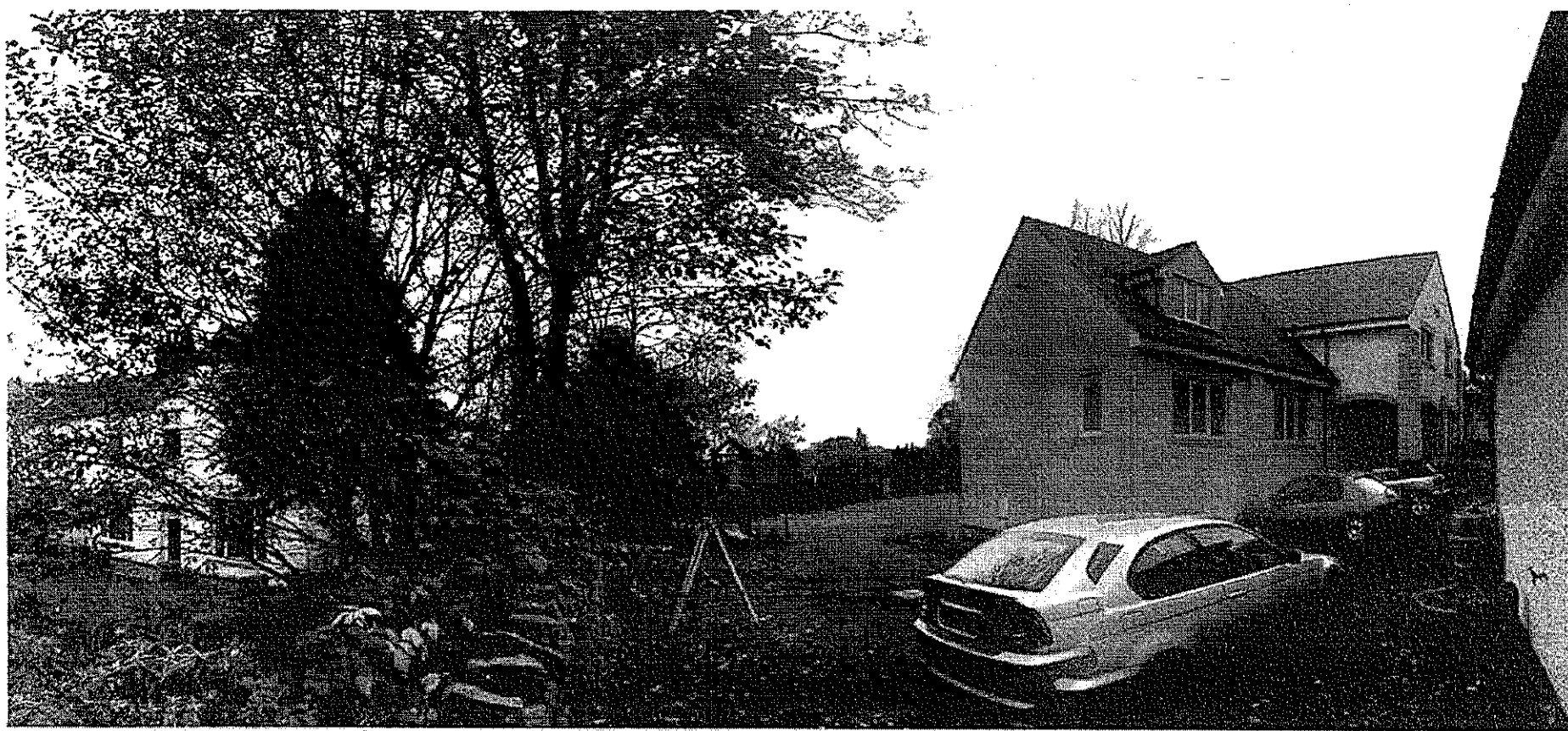
1.0 EXISTING SITE PHOTOGRAPHS



PHOTOGRAPH FROM KNOWSLEY ROAD



spa
SUNDERLAND PEACOCK ARCHITECTS



PHOTOGRAPH ON THE BOUNDARY OF NO.49 AND NO.51

spa
SUNDERLAND PEACOCK ARCHITECTS

2.0 EXISTING DRAWINGS

N

KNOWSLEY ROAD

99

47

49

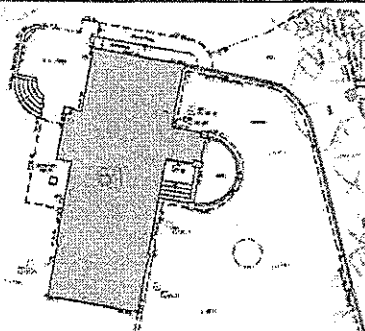
45

ABBREVIATIONS

- AB AB BACK
- BM BENCHMARK
- BT BT COVER
- CL CL LEVEL
- DN DOWN KEYS
- EH EYES HEIGHT
- EP ELECTRIC POINT
- FTL FINISHED FLOOR LEVEL
- OU OULEY
- IC INSPECTION COVER
- LP LAMP POST
- MH MANHOLE
- RH ROOF HATCH
- RWP RAIN WATER PIPE
- TF TOP OF FENCE
- TL THRESHOLD LEVEL
- TP TELEGRAPH POLE
- TH TOP OF HALL
- WV WATER VALVE

NOTE:
Datum level (130.62m) taken from the OS Bench Mark
located on the gate post of Knowsley Road.
Levels of drainage pipes at parapets are shown in
chase of bottom of wall.

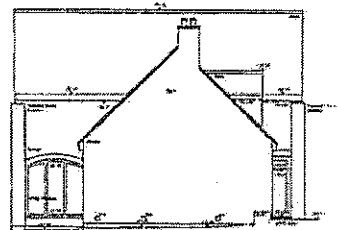
Philip Property Limited	
51 and 53 Knowsley Road Clayton Le Dale Wigan Blackburn	
Building Site Plan	
1200 GA1	10/11/2011
 KENDERLAND PRACTICE 1, 2 & 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000	
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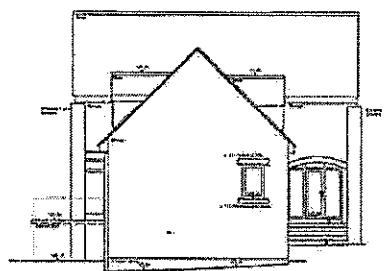
ABBREVIATIONS:

AB AIR BRICK
BM BENCH MARK
BT BT COVER
CL CABLE LEVEL
CK CROPP KEDS
EH EYES HEIGHT
EP ELECTRIC POST
FF FINISHED FLOOR LEVEL
GU GULLY
IC INSPECTION COVER
LP LAMP POST
MH MAN HOLE
RN RIDGE / ROOF HEIGHT
RWP RAIN WATER PIPE
TF TOP OF FENCE
TL THRESHOLD LEVEL
TP TELEGRAPH POLE
TW TOP OF WALL
WV WATER VALVE

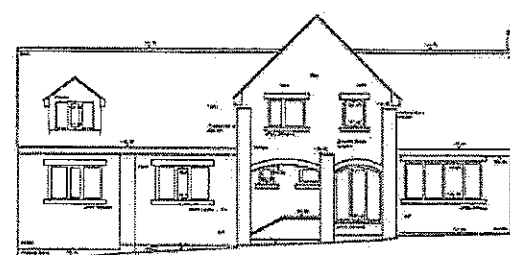
NOTE
DRAIN LEVEL (130 SPm) taken from the OS Bench Mark located on the gate post of Knowsley Road.
Levels defining slope of carterway are observed at Charnock (bottom of page).



North Elevation



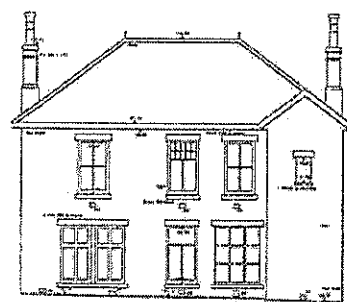
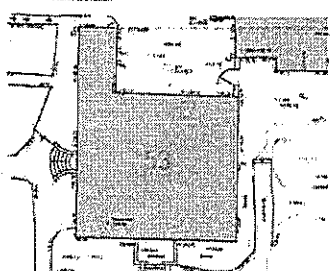
South Elevation



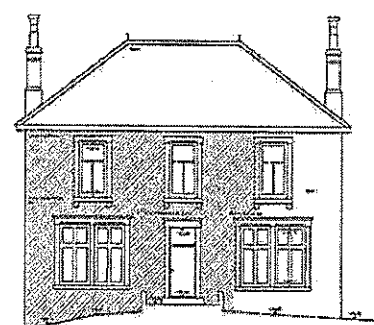
East Elevation



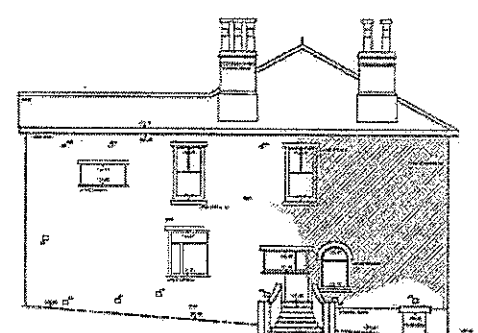
West Elevation



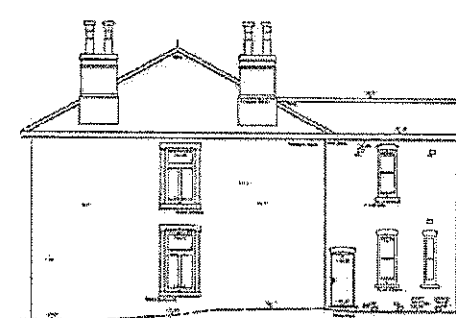
North Elevation



South Elevation



West Elevation

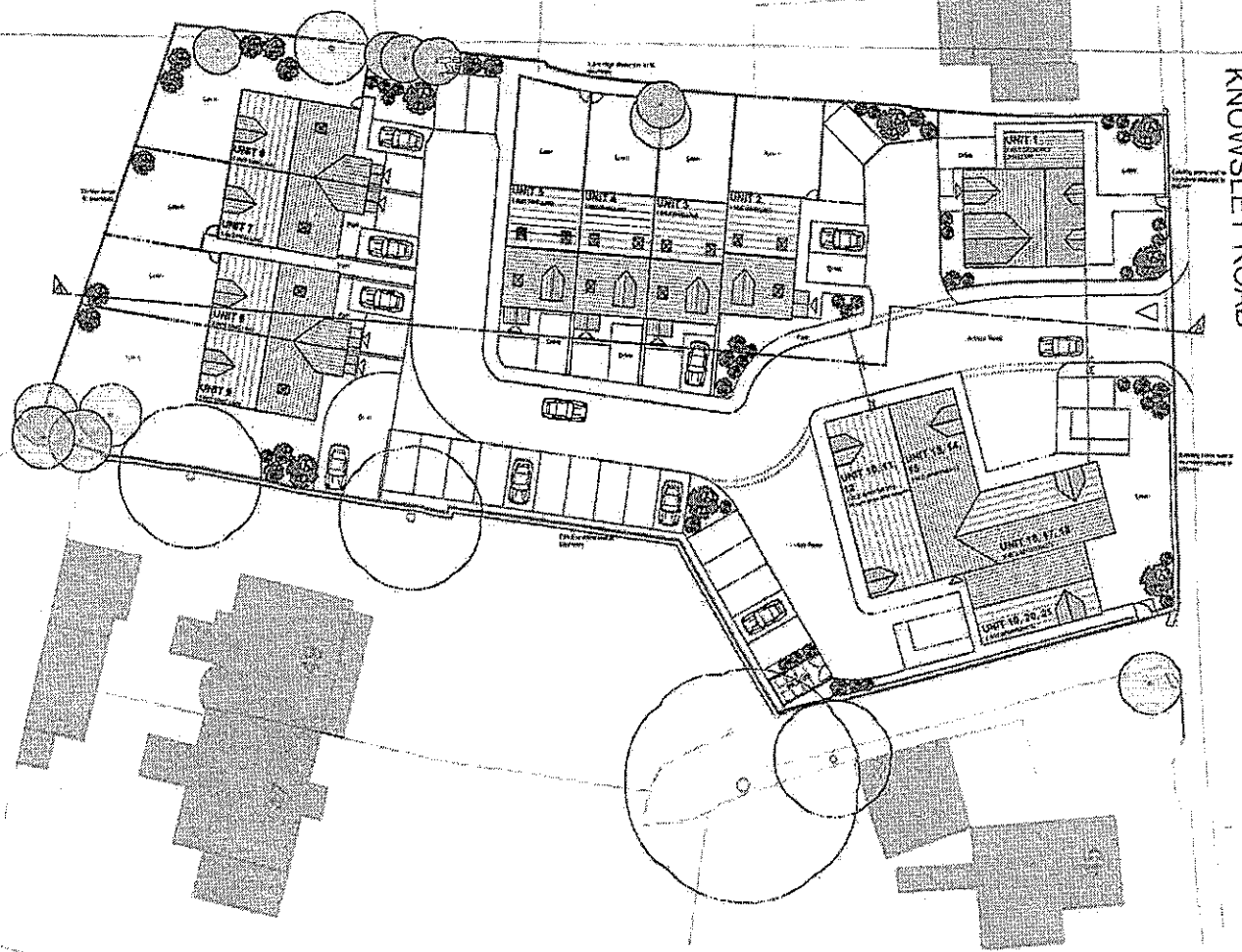


East Elevation

Philip Property Limited 51 and 53 Knowsley Road Clayton Le Dale Widshire Blackburn	
Drawing Title Existing Site Building Elevations	
Scale 1:100 (A1)	Date Nov 2011
SPa SHUTTERLAND PEARCE Architects & Surveyors Ltd 100-102, Market Street, Blackburn, Lancashire BB1 1AB 01524 534444	
4186-02	

3.0 PROPOSED DRAWINGS

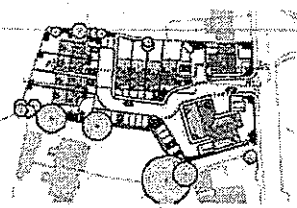
7/12



KNOWSLEY ROAD

- EXISTING TREES
- PROPOSED LANDSCAPING

Philip Property Limited	
51 and 53 Knowsley Road Clayton Le Dale Widmore Buckham	
Proposed Site Plan	
1:100 (A1)	1st 2019
spa	
SUNDERLAND PEACOCK	
4186-06	



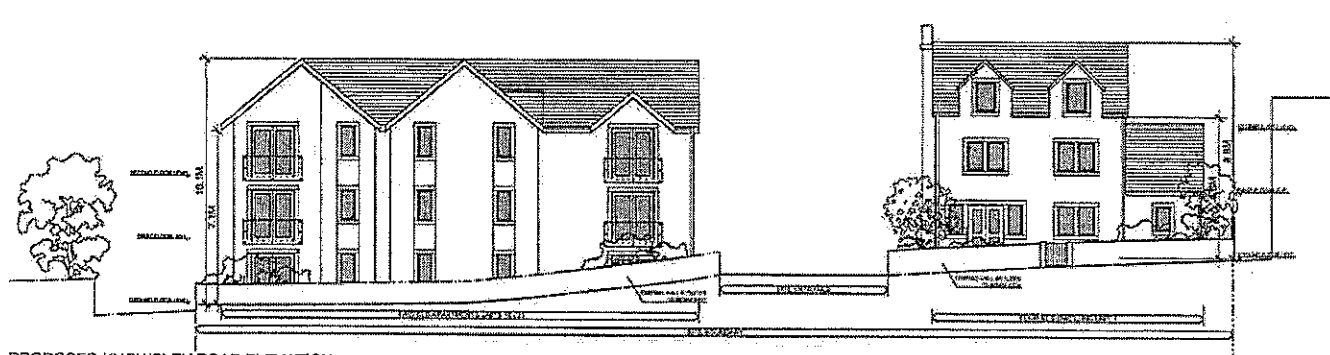
SECTION LOCATION PLAN

SECTION



SECTION A-A

SCALE 1/50



PROPOSED KNOWSLEY ROAD ELEVATION

SCALE 1/50



UNIT 6-9 PROPOSED ELEVATION

SCALE 1/50

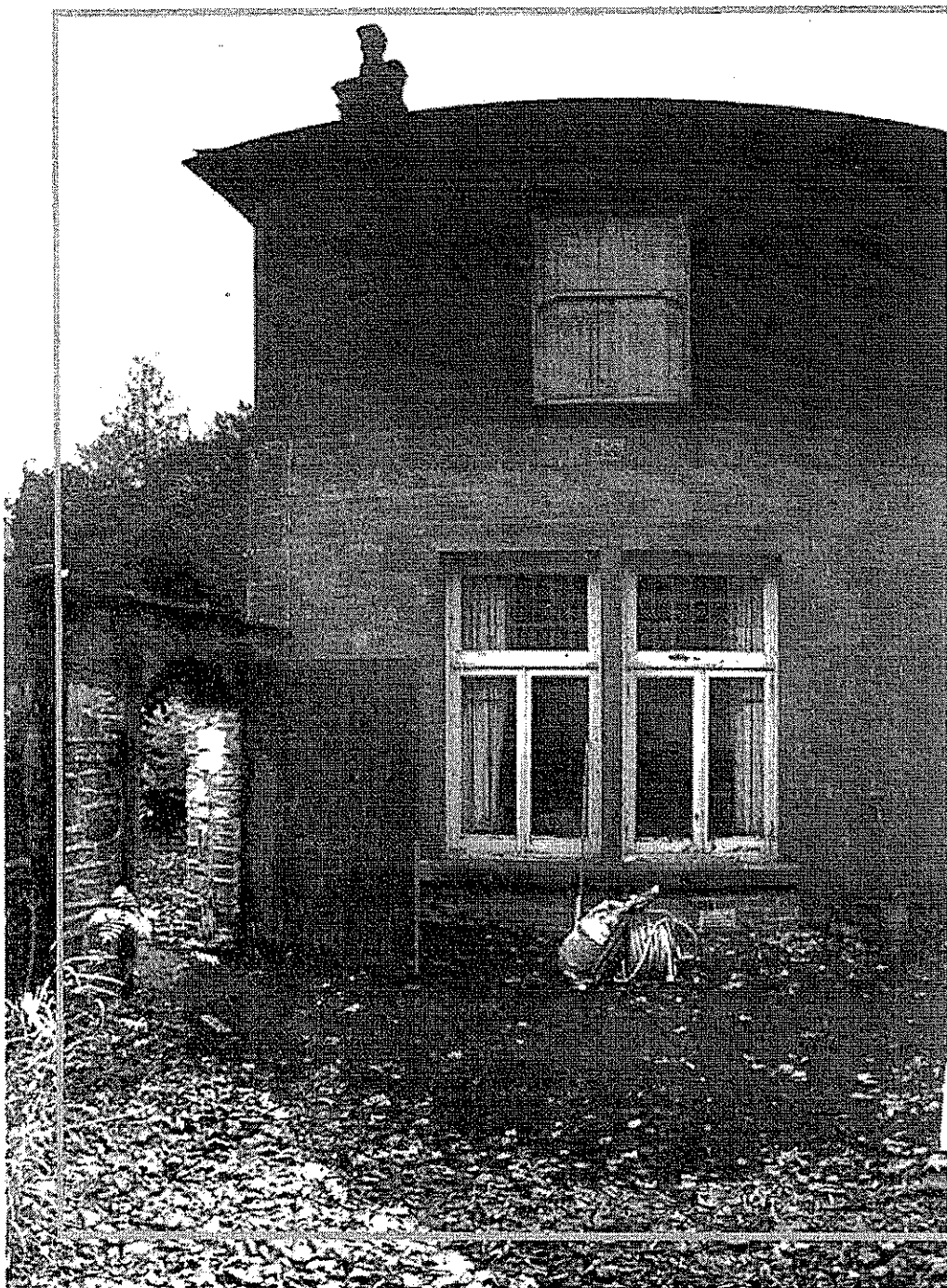
PHILLIPS PROPERTY LIMITED 51 and 53 Knowsley Road Clayton Le Dale Wirral CH43 9JF		
Project No. Proposed Elevations and Section		
TUDORBAT 10/10/2013	10/10/2013	10/10/2013
sp SUNDERLAND PRAKOCK ARCHITECTS 10/10/2013		
4186-08		

4.0 PRECEDENT MATERIALS AND STYLES



spa

SUNDERLAND PEACOCK ARCHITECTS

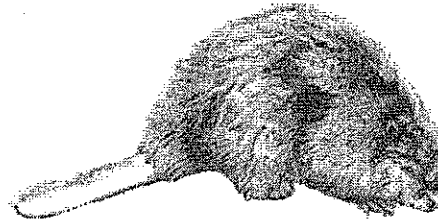


spa

SUNDERLAND PEACOCK ARCHITECTS

SUNDERLAND PEACOCK & ASSOCIATES LTD
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LANCASTER BB7 2AG
T 01200 423 788 F 01200 427 323
E info@sunderlandpeacock.com
www.sunderlandpeacock.com

OFFICES: SUDBURY, LONDON, SHEFFIELD, LIVERPOOL, MANCHESTER, GLASGOW, EDINBURGH, DUBLIN, LONDON, NEWCASTLE, NOTTINGHAM, SOUTHAMPTON, WOLVERHAMPTON



IAIN TAVENDALE F.Arbor.A.

ARBORICULTURAL CONSULTANT

SURVEY DETAILS FOR TREES AT
51 AND 53 KNOWLSEY ROAD, WILPSHIRE

Issued to:

Mr Ian Cruse, Cruse Management

Date: 8th December 2011

Prepared by: Iain Tavendale F Arbor.A
High Bank Farm
Stoneybank Road
Earby
Barnoldswick
Lancs BB18 6LD
Phone/Fax 01282 853333
07836 246062
Email : tavendale@daelnet.co.uk

320120401P

Note:

All tree surgery and felling works detailed should be carried out to a standard, the minimum of which is specified in BS3998 Recommendations for Tree Work

Contractors should be suitably qualified and experienced to an acceptable standard. They should also be aware that if during operations any defects become apparent that would not have been immediately obvious to the Consultant, that such defects should be notified immediately and confirmed in writing within a reasonable period.

All observations and recommendations only relate to the site and the trees as they were at the time of inspection. Should severe climatic or environmental events or changes take place, it may be necessary to reassess the situation so as to ensure an acceptable and continuing level of safety.

Should the inspection have taken place during the dormant season, this will have simplified the inspection of the high crowns and canopies. It will not have been possible however to ascertain either leaf size, colour or density which, can be classic indicators of stress or root associated disorders.

The survey has also been prepared in the knowledge that some form of dev may occur on the site. As such, some of the recommendations put forward could be considered unnecessary were the site simply left as it presently exists.

Furthermore, should development be approved, it may be necessary to reassess and amend this document upon completion of all construction operations to ensure that trees, properties and people can all safely co-exist.

All tree numbers refer to those indicated on the attached site drawing. Dimensions of any trees off site may have been estimated if access was not possible.

The report unless stated otherwise, is of a preliminary nature in that the trees were not climbed but inspected from ground level, and no soil or timber samples have been taken for analysis.

A copy of the Consultant's General Conditions of Contract are attached. These form the basis upon which all services and information are provided.

KEY:

Tree No. - Tree Number – to be recorded on tree survey plan where necessary.

Species – common and scientific names, where possible.

Height – overall height of the tree in metres

Stem Dia - Stem diameter – in millimetres at 1.5m above adjacent ground level (on sloping ground to be taken on the upslope side of the tree base) or immediately above the root flare for multi stemmed trees.

Branch spread – in metres taken at the four cardinal points to derive an accurate representation of the crown (to be recorded on the tree survey plan where necessary)

Height of cc - Height of crown clearance – in metres above adjacent ground level to inform on ground clearance, crown stem ratio and shading).

Age class – young (Y), Middle aged (MA), mature (M), over mature (OM) & veteran (V).

Physiological condition – e.g. good (g), fair (f), poor (p) & dead (d).

Structural condition – e.g. collapsing, the presence of decay and any physical defect.

Preliminary management recommendations – including further investigations of suspected defects that require more detailed assessment and potential for wildlife habitat.

ERC - Estimated remaining contribution – in years, e.g. less than 10, 10-20, 20-40, more than 40.

Cat grade - Category grade – R or A to C (see Table 1) to be recorded in plan on the tree survey plan where appropriate.

RPA – Root protection area calculated from BS5837:2005 Trees in Relation to Construction - Recommendations in sq/m's. Where indicated, dimensions of radius of circle or sides of square based around centre point of trunk calculated for design purposes.

RP – Remedially prune: remove significant dead wood, basal & epicormic shoots, broken, crossing and rubbing branches etc and undertake light reshaping if necessary to improve form and balance/ abate actual or potential nuisance.

Table 1 — Cascade chart for tree quality assessment

TREES FOR REMOVAL				
Category and definition	Criteria			Identification on plan
Category R Those in such a condition that any existing value would be lost within 10 years and which should, in the current context, be removed for reasons of sound arboricultural management	• Trees that have a serious, irremediable, structural defect, such that their early loss is expected due to collapse, including those that will become unviable after removal of other R category trees (i.e. where, for whatever reason, the loss of companion shelter cannot be mitigated by pruning) • Trees that are dead or are showing signs of significant, immediate, and irreversible overall decline • Trees infected with pathogens of significance to the health and/or safety of other trees nearby (e.g. Dutch elm disease), or very low quality trees suppressing adjacent trees of better quality NOTE Habitat reinstatement may be appropriate (e.g. R category tree used as a bat roost: installation of bat box in nearby tree).			DARK RED
TREES TO BE CONSIDERED FOR RETENTION				
Category and definition	Criteria — Subcategories			Identification on plan
	1 Mainly arboricultural values	2 Mainly landscape values	3 Mainly cultural values, including conservation	
Category A Those of high quality and value: in such a condition as to be able to make a substantial contribution (a minimum of 40 years is suggested)	Trees that are particularly good examples of their species, especially if rare or unusual, or essential components of groups, or of formal or semi-formal arboricultural features (e.g. the dominant and/or principal trees within an avenue)	Trees, groups or woodlands which provide a definite screening or softening effect to the locality in relation to views into or out of the site, or those of particular visual importance (e.g. avenues or other arboricultural features assessed as groups)	Trees, groups or woodlands of significant conservation, historical, commemorative or other value (e.g. veteran trees or wood-pasture)	LIGHT GREEN
Category B Those of moderate quality and value: those in such a condition as to make a significant contribution (a minimum of 20 years is suggested)	Trees that might be included in the high category, but are downgraded because of impaired condition (e.g. presence of remediable defects including unsympathetic past management and minor storm damage)	Trees present in numbers, usually as groups or woodlands, such that they form distinct landscape features, thereby attracting a higher collective rating than they might as individuals but which are not, individually, essential components of formal or semi-formal arboricultural features (e.g. trees of moderate quality within an avenue that includes better, A category specimens), or trees situated mainly internally to the site, therefore individually having little visual impact on the wider locality	Trees with clearly identifiable conservation or other cultural benefits	MID BLUE
Category C Those of low quality and value: currently in adequate condition to remain until new planting could be established (a minimum of 10 years is suggested), or young trees with a stem diameter below 150 mm	Trees not qualifying in higher categories	Trees present in groups or woodlands, but without this conferring on them significantly greater landscape value, and/or trees offering low or only temporary screening benefit	Trees with very limited conservation or other cultural benefits	GREY
	NOTE Whilst C category trees will usually not be retained where they would impose a significant constraint on development, young trees with a stem diameter of less than 150 mm should be considered for relocation.			

Tree No.	Species	H'gt.	Stem Dia.	Branch Spread		H'gt of C.C.	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radil / m's
T1	Goat Willow	13	890 @ ground level	N E S W	7.5 5 8.5 5.5	2.5	OM	F	Old specimen that breaks into multiple attachments near ground level with acute included bark unions - all typical of species and indicative of past coppicing. All classic failure points exacerbated by necrotic section to south west. Reasonable vitality but collapse readily foreseeable unless re-coppiced. Short life expectancy species	Remove or retain in accordance with development proposals. If retained re-coppice	0/10	R	248.88	8.9
T2	Lawson	7.5	170	N E S W	1.5 1 2 2	1.6	EM	F	Heavily suppressed - has possibly been topped - likely to have been planted as screen feature between properties. Poor form, various sub dominant stems from near ground level. Reasonable vitality but beyond reasonable management.	Remove or retain in accordance with development proposals. If retained undertake reduction and remedial pruning. Monitor	10	C2	13.08	2.04
T3	Leylandii	8	210	N E S W	1 1.5 1.5 3	0.7	EM	F	Has been topped in past @ 4m creating large wound with heavy re-growth developing around, all classic failure points. Limited potential in reduced form but was probably inserted as a screen feature and now beyond any normal management regime.	Remove or retain in accordance with development proposals. If retained undertake reduction and remedial pruning. Monitor	10	C2	19.95	2.52

Inspector: Iain Tavendale

Site: Knowsley Road, Wiltshire

Date of Inspection: 7th December 2011

Tree No.	Species	H'gt.	Stem Dia.	Branch Spread		H'gt of C.C.	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
T4	Lawson	13	290	N E S W	2.5 1.5 2 3	4	M	F	Larger specimen than T3 but with similar problems and limited potential	Remove or retain in accordance with development proposals. If retained undertake reduction and remedial pruning. Monitor	10	C2	38.05	3.48
T5	Lawson	6.5	210	N E S W	1.5 1 1 2.5	0	EM	F	Similar to T2 with minimum potential	Remove or retain in accordance with development proposals. If retained undertake reduction and remedial pruning. Monitor.	10	C2	19.95	2.52
T6	Lawson	11	490 @ ground level	N E S W	1 3 2.5 1.5	2	M	F	Has probably not been topped but stem bifurcates near ground level with acute included bark union which is classic failure point for species. Very limited low level foliage affording minimal screening between plots. Limited value &/or potential.	Remove or retain in accordance with development proposals. If retained undertake reduction and remedial pruning. Monitor.	10	C2	75.44	4.9
T7	Purple Plum	11	790 @ ground level	N E S W	7 6 7.5 4	1.5	OM	F	Twin stem from ground level with stems clearly splitting apart as indicated by clear space between each canopy section. Fungal fruiting bodies of ganoderma to base of southern stem. Failure totally foreseeable and not uncommon for this short life expectancy species.	Fell	0	R	196.09	7.9

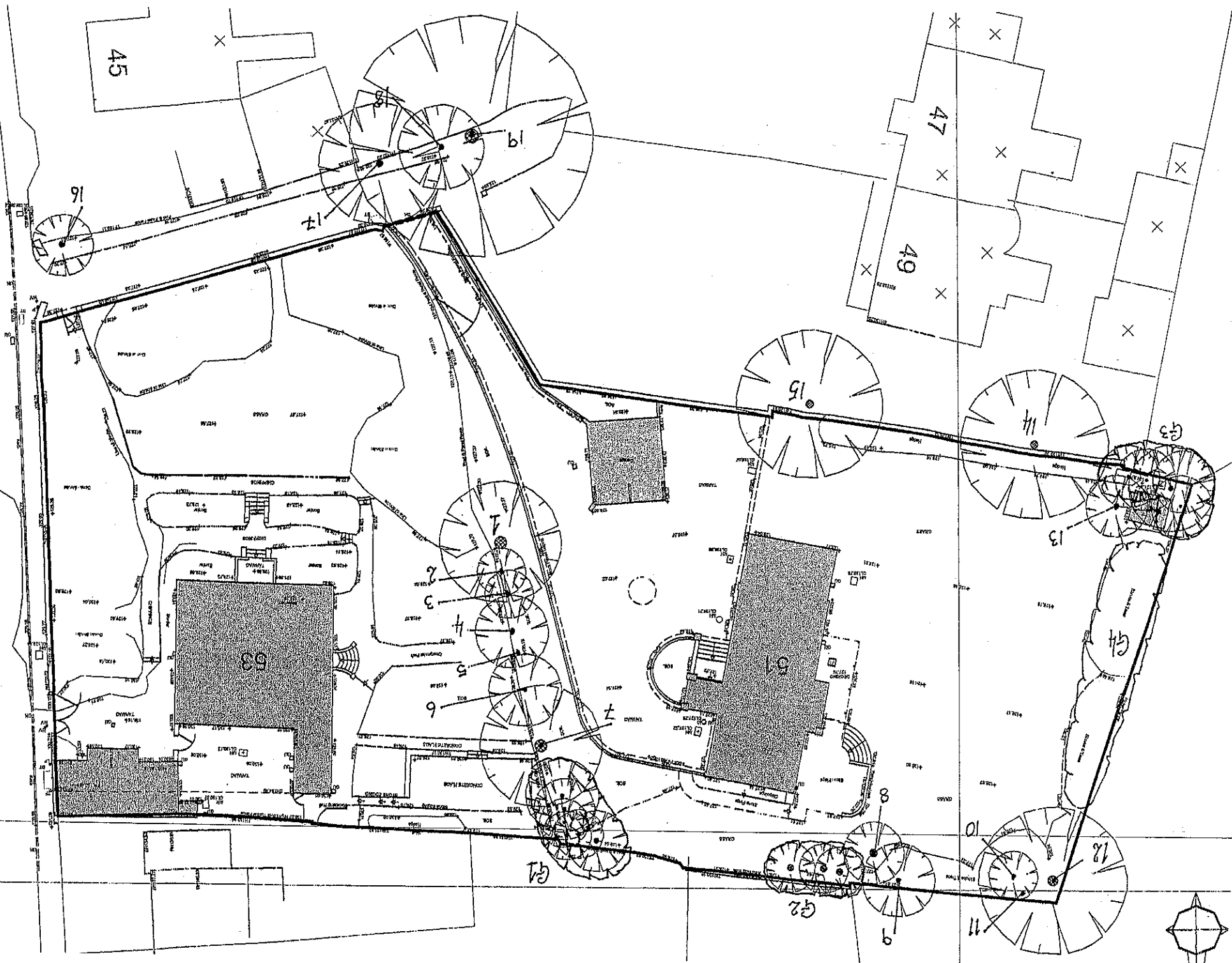
Tree No	Species	H'gt	Stem Dia	Branch Spread		H'gt of C.C.	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
T8	Lawson	13	530	N E S W	3 2.5 2.5 2.5	16	M	F	Has been heavily topped @ approximately 8m and future viability is therefore compromised. Also twin stem from approximately 1.5m with acute included bark union - classic failure point of species. Beyond any normal level of management.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning and monitor.	10	C2	127.09	6.36
T9	Goat Willow	12	330	N E S W	5 3 4 5	4	EM	F	Short life expectancy, pioneer species - probably self set. Inappropriate species for urban garden environment. Minor defects typical of species, dead wood, old branch stumps etc. Reasonable vitality.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning and monitor.	10	C2	49.27	3.96
T10	Larch	14	300	N E S W	1 4.5 6.5 1	8	EM	P	Very low vitality. Poor form - heavily suppressed by Poplar. Minimal value &/or potential.	Fell	0/10	R	40.72	3.6
T11	Leylandii	11	330	N E S W	3 2 2 2	0	EM	F	Has been left relatively untouched but is suppressed by T10 and T12. Reasonable vitality but will become increasingly prone to wind damage/snow. Could possibly be lightly reduced if required to retain some amenity until new and more appropriate material is established.	Remove or retain in accordance with development proposals. If retained, lightly reduce and monitor.	10	C2	49.27	3.96

Tree No.	Species	H'gt	Stem Dia.	Branch Spread		H'gt of C.C.	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
T12	Poplar	28	850	N E S W	9 9.5 8 7	5	M/ OM	F	Very large specimen in reasonable condition and vitality but @ a point where limb shedding is becoming increasingly foreseeable - see attached notes. Damage to trunk @ 3m to south and sunken/necrotic section adjacent to south west Minor dead wood, old branch stumps etc all typical of species and for tree of this age	Remove or retain in accordance with development proposals. If retained undertake 10% reduction, undertake remedial pruning and monitor.	10	C2	326.89	10.2
T13	Norway Maple	13	370	N E S W	5 5.2 4.5 4.5	3	EM	F	Has been repeatedly topped @ approximately 5m and again @ approximately 7m. Reasonable form, balance and vitality but heavy regrowth from topping points is a common failure point, especially with a brittle timber species such as Maple.	Remove or retain in accordance with development proposals. If retained reduce all round by 10 - 15% undertake remedial pruning and monitor.	10	C2	61.94	4.44
T14	Ash	19	650 Est	N E S W	8 10 8 6.5	5	M	F	Has been topped in past @ 6m. Pruning wounds with incipient decay visible from east Reasonable form, balance and vitality but approaching point where limb shedding due to timber embrittlement foreseeable. Minor dead wood, old branch stumps etc present typical of species. Off site tree.	Off site tree - discuss with owners as to future liability Could possibly be reduced and reshaped to maximise potential	10/ 20	C2	191.16	7.8

Tree No.	Species	H'gt	Stem Dia.	Branch Spread		H'gt of C.C.	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of RadII / m's
T15	Sycamore	19	650 Est	N E S W	8.5 6 7 7.5	7	M	F	Has been topped in past @ approximately 5m. Very tight forks with included bark unions present at topping point with trapped debris and water seepage. Low vitality with die back to high crown over site. Various occluded & partially occluded pruning wounds present to trunk with incipient decay.	Off site tree - discuss with owners as to future liability. Could possibly be reduced and reshaped to maximise potential. Does however have limited potential.	10	C2	191.16	7.8
T16	Elm	13	240	N E S W	2 3 4 4	3	EM	F/ P	50mm from fence top and 350mm from concrete base panel with clear potential to displace on incremental growth. Approximately 400mm from road edge. Low vitality. Some die back.	Questionable ownership. Preferable to fell now rather than let it increase in size and incur extra costs.	10	C2	26.06	2.88
T17	Norway Maple	15	510	N E S W	7.5 7.8 7 3	5	M	F/ P	Major damage and decay to stem and branch structure to approximately south east @ 4m. Very low vitality. Low limb over road being hit by high sided vehicles. Minimum safe useful life expectancy.	Questionable ownership. Requires removing to maximise health and safety.	0	R	117.68	6.12
T18	Lime	17	450	N E S W	6.5 9.5 6 0	5	M	F	Heavily biased to east due to suppression by T19. Reasonable vitality. Minor dead wood, old branch stumps etc all typical of species.	Ownership questionable. Undertake remedial pruning and monitor.	10/20	C2	91.62	5.4

Tree No	Species	H'gt.	Stem Dia.	Branch Spread	H'gt of C.C.	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
T19	Horse Chestnut	19	990	N E S W 9 6.5 7.5 7.5	3	M	F	Stem bifurcates @ 1.6m with acute included bark union. Water/moisture seepage from fork to south west. Further acute included bark unions @ height. Roots being impacted upon by vehicular access. Reasonable form, crown density and balance. Questionable long term viability.	Questionable ownership. Requires detailed management to clean and thin through, inspect acute included bark union - consider impact on roots by vehicular movements etc	10	C2	443.44	11.88
G1	6 No Lawson	13	330 Max	N E S W 3 Max	1.5 Min	M	F	All have been repeatedly and heavily topped in past. Classified as group but probably planted as hedge. Failure predictable unless re-cut but realistically are beyond any normal level of management and would afford minimum amenity value if management attempted. One stem rubbing on and destroying fence.	Remove or retain in accordance with development proposals. If retained undertake reduction and remedial pruning. Monitor	10	C2	49.27	3.96
G2	4 No Lawson	10.5	580 @ ground level Max	N E S W 2.5 Max	1 Min	M	F	Very similar to G1. Minimum value &/or potential.	Remove or retain in accordance with development proposals. If retained undertake reduction and remedial pruning. Monitor.	10	C2	105.70	5.8
G3	6 No Lawson	9 Max	320 Max	N E S W 2.5 Max	1.5	EM	F	Very similar to G1 - minimum value &/or potential.	Remove or retain in accordance with development proposals. If retained undertake reduction and remedial pruning. Monitor	10	C2	46.33	3.84

Tree No.	Species	H'gt.	Stem Dia.	Branch Spread		H'gt of C.C.	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
G4	Evergreen Ornamental and 1 Purple Plum	6	150	N E S W	2	0	Y	F/ G	Attractive boundary feature. Just reaching point where some management/selective felling would benefit better items and secure feature.	Undertake remedial pruning Monitor	20	C2	10.18	1.8
H1	Lawson	8	120 Max	N E S W	2	0	Y	F/ G	Young hedge At point where management could produce secure screening boundary feature. If left will outgrow position and lose lower foliage.	Undertake remedial pruning to reduce to even level that can be reasonably managed and monitor	20	C2	6.52	1.44



Advice on Desirability of Poplars in the Urban Environment.

Poplars are generally considered to have short life expectancy. Such observations have been confirmed in past British Standards and technical journals such as The Forestry Commission Handbook Number 7 – “Principles of Tree Hazard Assessment and Management”. In this book it is indicated that some species such as Poplars have a much poorer decay resistance due to sap wood either being converted into non-durable heart wood or that it gradually ages without a distinct change.

The result of such problems is that the trees become extremely prone to limb/crown failure, and rapidly decay where areas of heartwood become exposed.

In the handbook number 7, in section 6.2 it is noted that:

“if trees are defective or likely to become so, but are not currently placing targets at risk, one of the conditions for retaining them is that targets are not brought more into their proximity in the future. All other implications of retaining them should also be fully considered. This strategy is perhaps more preventative than remedial, but it is a response to the need for action when defects in trees are detected at sites on which new access routes, buildings or other facilities might be constructed. In this context, particular attention should be paid to trees that might become hazardous in the foreseeable future. These include large old trees of any species, as well as younger ones of species that are more likely than most to become hazardous, e.g. many types of Poplar.”

Section 7 also adds that:

“Old trees in general require special attention as do species which have relatively weak wood or a reputation for frequent failure e.g. Poplars”.

Several other comments also are worthy of consideration. The Department of Environment Book “Diagnosis of Ill Health in Trees”, indicates the type of damage and agents of damage most often encountered on the tree genus in question.

For Poplars, wind snap and bark killing fungus are common problems.

The ISA book “Evaluation of Hazard Trees in Urban Areas” observes amongst other issues, the failure patterns in selected species, representing the experience of contributors.

Poplars are classified as high hazards, prone to trunk failure in winds and to decay and branch failure in general. These observations confirm the writer's personal experience of some 30+ years in the industry, and reflect the views of many professional contractors and consultants.

In consideration of all this information, it must be accepted that the Poplars under consideration have reached a point where future safety and reliability cannot be assured. As such, felling and suitable mitigation planting with more appropriate and desirable species would be the most prudent course of action.

It is accepted that removal of trees may cause some loss of visual amenity. However, if retention was enforced and replanting undertaken, establishment rates would be reduced due to a combination of suppression by the aerial sections of foliage, plus competition for minerals, nutrients and moisture from the already established aggressive and invasive Poplar root system.

Furthermore, when felling of the Poplars becomes urgent, or should failure occur, any new stock or other landscaping is likely to be disturbed or possibly damaged, thereby negating any short-term improvements.

Felling is therefore the only appropriate treatment.

IAIN TAVENDALE F.Arbor.A
ARBORICULTURAL CONSULTANT
General Conditions of Contract

1. DEFINITIONS

In these Conditions:

"Consultant" means Iain Tavendale F.Arbor.A

"Contract" means the contract for the provision of Services

"Employer" means the person whose request for the provision of the Services is accepted by the Consultant or who accepts a written quotation of the Consultant

"Site" means the area in which the Services are to be carried out as specified in writing to the Consultant prior to his commencing the provision of the Services.

"Services" means the services of arboricultural consultant to be supplied to the Employer by the Consultant in accordance with these Conditions

2. BASIS OF THE CONTRACT

The consultant shall provide to the Employer and the Employer shall accept the Services in accordance with any written quotation of the Consultant which is accepted by the Employer or any request to provide services of the Employer which is accepted by the Consultant to appropriate British Standards and within a reasonable time. Time shall not be of the essence of the Contract. These conditions shall govern the Contract to the exclusion of any other terms and conditions and no variation to these Conditions shall be binding unless agreed between the Employer and the Consultant. No variation of the Services will be made without prior agreement in writing between the Employer and the Consultant. (The Consultant's employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Consultant in writing.)

3. THE CONSULTANT SHALL:

- a) be entitled to subcontract assign or transfer any or all of the Contract without informing the Employer. The Consultant shall be responsible for its obligations under the Contract where sub-contracting takes place.
- b) be responsible for making good at his own cost any damage caused as a result solely of his own work.
- c) on completion of the Contract leave the site reasonably clean and tidy from his own work.

4. THE EMPLOYER SHALL:

- a) be responsible for ensuring that the Consultant is notified of all Tree Preservation or Conservation Area Orders, Private Covenants, the need for Felling Licences, or Planning Legislation that is applicable to the Contract.
- b) be responsible for ensuring that the Consultant is notified of all springs, wells, service pipes and cables, sewage or land drains, or any other hazards or obstructions which are not discoverable upon immediate visual inspection of the surface of the site. Any breach of this responsibility shall entitle the Consultant to make a reasonable charge for any additional work caused by such hazards or obstructions.

5. CONTRACT PRICES

The price for the Services shall not include Value Added Tax which the Employer shall be additionally liable to pay to the Consultant. The price which the Employer shall be liable to pay shall be determined by reference to the Consultants hourly charge rate current at the date of completion of the Services. In addition the Employer shall be liable to reimburse the Consultant for such expenses as may reasonably and properly be incurred by him in the performance of the services as Consultant. Written details of the Consultant's hourly charge rate will be provided to the Employer on written request by the Employer.

6. METHOD OF PAYMENT

- a) Subject to any special terms agreed in writing between the Employer and the Consultant the Consultant shall be entitled to invoice the Employer for the price of the Services on or at any time after the Services have been completed.
- b) The Employer undertakes to pay the Consultant within 28 days of the date of the Consultant's invoice. The time of payment of the price shall be of the essence of the Contract.
- c) Failure by the Employer to make payment on the due date, will entitle the Consultant to interest on the amount unpaid at 3% per annum above the base rate of Barclays Bank plc from time to time until payment in full is made and will further enable the Consultant to cancel the contract or suspend any further provision of Services to the Employer.
- d) If the Consultant fails to perform the Services for any reason other than any cause beyond the Consultant's reasonable control or the Employer's fault and the Consultant is accordingly liable to the Employer, the Consultant's liability shall be limited to the excess (if any) of the cost to the Employer (in the cheapest available market) of services to replace those not completed over the price of the Services.

7. DISPUTES

- a) Where disputes arising from the Contract cannot be resolved by the Employer and the Consultant, then an independent single arbitrator agreeable to both parties (or in default of agreement nominated on the application of either party by the Chairman of the Professional Committee of the Arboricultural Association for the time being) shall be employed.
- b) The losing party will pay the resulting costs, unless otherwise decided by the arbitrator.
- c) The Contract shall be governed by the Laws of England

8. THE SITE

Access

- i) The Consultant will have free and reasonable access within the Site. Any areas that are to be excluded from this should be notified in writing to the Consultant prior to the date on which the Services are commenced.
- ii) The Employer shall ensure that the Consultant has access to private areas outside the site reasonably necessary in order that the Services can be carried out.
- iii) The Employer shall indemnify the Consultant against any liability incurred by the Consultant (of whatsoever nature) due to his having entered on private areas without permission of the owner when the Employer has stated free access has been negotiated

9. LIABILITY

- a) The Consultant shall not be liable to the Employer or be deemed to be in breach of the Contract by reason of any delay in performing the Services, if the delay or failure was due to any cause beyond the Consultant's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Consultant's reasonable control:
 - i) Act of God, explosion, flood, tempest, fire or accident;
 - ii) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority;
 - iii) strikes, lock-outs or other industrial actions or trade disputes
- b) The Consultant shall not be responsible or liable for any work undertaken as a result of recommendations by the Consultant unless, or until, such work is carried out and both supervised and approved by the Consultant

10. QUOTATION

- a) Any quotation given by the Consultant to the Employer shall remain open for acceptance for 30 days from the date of such quotation and thereafter lapses automatically
- b) Acceptance of such quotation involves acceptance of these conditions. It should be noted that any attempted or actual cancellation thereof by the Employer may involve the Employer in a claim for recovery by the Consultant of any loss or expense incurred as a result.
- c) The Consultant is the owner of the copyright existing in any such quotation and it shall not be copied without the prior written consent of the Consultant. Any reproduction before obtaining the Consultant's consent constitutes an infringement of copyright and a breach of the Contract entitling the Consultant inter alia to rescind the Contract and rendering the Employer liable for payment of damages

11. INSOLVENCY OF EMPLOYER

This clause applies if:

- a) the employer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- b) an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the Employer; or
- c) the Employer ceases, or threatens to cease, to carry on business; or
- d) the Consultant reasonably apprehends that any of the events mentioned above is about to occur in relation to the Employer and notifies the Employer accordingly.

If this clause applies then without prejudice to any other right or remedy available to the Consultant, the Consultant shall be entitled to cancel the Contract or suspend any further provision of Services under the Contract without any liability to the Employer, and if the services have been completed but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary

12. OWNERSHIP/COPYRIGHT

The Consultant is the owner of the copyright in any report tender documentation and/or recommendations and all associated information submitted to the Employer by the Consultant. The report recommendations tender documentation and all associated information submitted to the Employer shall not be copied without prior written consent of the Consultant. Any reproduction before obtaining the Consultant's consent constitutes an infringement of copyright and a breach of the Contract entitling the Consultant, inter alia, to rescind the Contract and rendering the Employer liable for payment of damages

13. GENERAL

- a) Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.
- b) No waiver by the Consultant of any breach of the Contract by the Employer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- c) If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby
- d) The headings in these Conditions are for convenience only and shall not affect their interpretation