



IAIN TAVENDALE F.Arbor.A.

ARBORICULTURAL CONSULTANT

Arboricultural Impact Assessment V2

Site;

***Lodge Development, Land at Morans Farm,
Pendleton Road, Wiswell***

Architects:

ADM Design.

Tree Survey and Methodology

A tree survey of trees within or immediately adjacent to the site was prepared on the 16th September 2020 and updated on 24th July 2023 all in accordance with BS5837:2012 Trees in Relation to Design, Demolition and Construction - Recommendations.

A detailed topographical survey had also prepared upon which all relevant tree survey information has been imported to produce the Tree Survey Plan.

The surveys were undertaken from ground level. No excavations were carried out or soil or root samples taken. If a more detailed assessment / inspection of any particular aspect was deemed necessary, it has been noted in the survey schedule. No aerial inspections or invasive probings or drillings have been undertaken.

Retention values were evaluated following guidance within Table 1 of BS5837 – ‘Cascade Chart for Tree Quality Assessment.’ This specifies four main categories.

- 1.C AT A – Trees of high quality with an estimated remaining life expectancy of at least 40 years whereby they could make a substantial long term contribution to the area.*
- 2.C AT B – Trees of moderate quality with an estimated remaining life expectancy of at least 20 years that are still of sufficient quality to make a substantial contribution to the area.*
- 3.C AT C – Trees of low quality with an estimated remaining life expectancy of at least 10 years or young trees with a stem diameter below 150mm. All items within this category could be retained but would not be expected to impose a significant constraint on development.*
- 4.C AT U – Trees in such a condition that they cannot be realistically retained as living trees in the context of the current land use for longer than 10 years. They may however have existing or potential conservation value which it might be desirable to preserve.*

Management recommendations have been indicated where considered appropriate and necessary to promote tree health and viability and maintain an acceptable level of safety in respect of existing site conditions and the knowledge that some development is proposed.

General Description of Site and Surroundings

The site and surroundings have been illustrated in detail within other plans / submissions.

In respect of arboricultural issues, only two trees are now present on the site on raised land abutting Pendleton Road.

The site is partially completed with the four lodges now approaching some level of completion.

There are now less significant changes in levels from the front to the back of the site with gently graded slopes having been formed to achieve the transitions.

Soils within the area and / or the site have not been analysed however, the successful establishment of trees within the area indicate soils are probably within the neutral to acid range and not waterlogged. The size and growth rates of the general tree population also suggest that soils are reasonably fertile and the local microclimates relatively mild and / or sheltered.

Description of Proposed Revisions to previous Approval.

All such issues have been fully addressed in associated submissions prepared by ADM Design.

Designation Relating to Trees

It is not known whether any of the trees under consideration are covered by a Tree Preservation Order or Conservation Area Order.

As such, no works – if indeed any are required, should therefore be undertaken without due notification to and consent from the Local Authority.

The potential effect of construction on trees whether statutorily protected or not is a material consideration that is taken into account in dealing with planning applications.

Although items may possibly be afforded statutory protection, such an order imposes no duty on the owners of the tree affected to carry out pruning or other maintenance, either to any particular standard or at all.

This must be a matter for the owners' discretion, subject to the duties laid upon him or her by the common law. If a local authority wishes to encourage such works to be carried out, it must do so by permission, through the offer of grants or possibly by the imposition of conditions on consents.

Current Situation

Management of the two trees identified appears to have been non-existent in recent years.

Some random pruning may have been undertaken to maintain acceptable clearances over the site or highway, but it would be expected that any such operations will only have been on a random basis.

The location of the trees to the site boundary has permitted the creation of a relatively spacious open central environment with acceptable sunlight penetration from the south and west.

Note.

Concern has been raised over the possible alterations in levels within the theoretical root protection area of T1 & T2.

The attached topographical survey clip from the original site layout does however clearly indicate a retaining wall to the approximate west of the trees that previously formed the rear wall of the farm buildings. This wall is also evident on the site layout and landscaping plan.

This wall has been retained and whilst some roots may have penetrated beneath the structure, the concrete base of the farm building will also have restricted root presence / morphology.

Even should roots have penetrated, this area will be soft landscaped permitting root development should they exist. As such, it is not considered that any harm / disturbance will or has been caused to the trees.

Implications of Development

1. Direct Loss of Trees.

To undertake the various revisions no trees will require removal;

BS5837 CAT	TREE No's	TOTAL
Cat – A High Quality	None	0
Cat – B Moderate Quality	None	0
Cat – C Low Quality	None	0
Cat – U Poor Quality	None	0

There will therefore be no impacts upon the visual amenity currently afforded when viewed from public areas outside the site.

2. Indirect Loss of Trees

There will be no indirect loss of trees.

BS5837 CAT	TREE No's	TOTAL
Cat – A High Quality	None	0
Cat – B Moderate Quality	None	0
Cat – C Low Quality	None	0
Cat – U Poor Quality	None	0

No impacts will again therefore be caused.

3. Pruning / Felling of Trees.

It has been recommended within the appended Tree Survey that some management of the identified trees is undertaken in accordance with sound Arboricultural principals. Such works could be reasonably considered regardless of development to improve the quality of the material present, facilitate access for grounds / boundary maintenance and simply permit the area to be more readily utilised or enjoyed by any owners.

BS5837 CAT	TREE No's	TOTAL
Cat – A High Quality	None	0
Cat – B Moderate Quality	T1 & T2	2 trees.
Cat – C Low Quality	None	0
Cat – U Poor Quality	None	0

There could therefore be a very minor / negligible impact upon the visual amenity currently afforded when viewed from public areas outside the site. However, such works are recommended regardless of development and will be a positive commitment to the future viability of the treescape.

4. Indirect Impacts on Trees during Proposed Construction.

There are no potential impacts retained trees due to the proposed revisions;

BS5837 CAT	TREE No's	TOTAL
Cat – A High Quality	None	0
Cat – B Moderate Quality	None	0
Cat – C Low Quality	None	0
Cat – U Poor Quality	None	0

No impacts will again therefore be caused.

Indirect Construction Impacts in General.

As stated previously there will be no indirect impacts on retained trees by the various revisions.

The new access has been formed and no further works in the proximity of the two retained trees is proposed.

Services

The location of services into or out of the site would be expected to simply extended along the new main access route and will therefore have no impact upon the expected root protection areas of the retained trees.

Should any services be required elsewhere, suitable methodologies and technology can be utilised to avoid the potential of any root damage or losses.

There will therefore be neutral impact caused by the provision of services.

Conclusions

From the foregoing information it can be reasonably concluded that no trees will be impacted upon by the proposed revisions.

Due to the revisions not having any impacts upon retained trees it is not considered that an Arboricultural Method Statement is required.

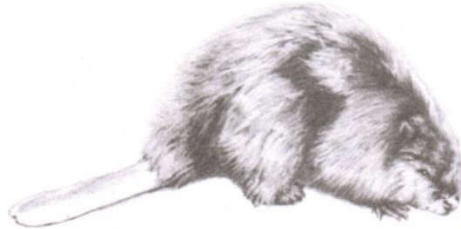
All services can be connected and / or installed without impacting upon the retained trees.

Post construction impacts have been considered which indicate that the treescape can be positively managed should approval be forthcoming resulting in improved management to the benefit of the health and viability of the local treescape.

It is reasonable to conclude therefore that in respect of arboricultural issues should the proposed revisions proceed there is likely to be a material benefit to the future viability of the treescape.

Iain Tavendale F.Arbor.A

July 2023



IAIN TAVENDALE F.Arbor.A.

ARBORICULTURAL CONSULTANT

SURVEY DETAILS FOR TREES AT MORANS FARM, PENDLETON ROAD, WISWELL.

Issued to: ADM Design

Original Survey 16th September 2023

Re-inspected; 24th July 2023

Prepared by: *Iain Tavendale F.Arbor.A*

High Bank Farm

Stoneybank Road

Earby

Barnoldswick

Lancs BB18 6LD

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Note:

All tree surgery and felling works detailed should be carried out to a standard, the minimum of which is specified in BS3998:2010 Tree Work - Recommendations.

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.

The report does not provide a full health and safety inspection of the trees surveyed. It is not a Tree Hazard Assessment that is specific to minimising the risks and liabilities associated with trees.

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 development 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). Where considered desirable, first significant branch and direction of growth e.g. 2.4-N

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, <10, 10+, 20+, 40+.

Cat grade - Category grade – U 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 BS5837:2012 Trees in Relation to Design, Demolition and 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. Ensure adequate clearances over highway (5.2m) and footpath (2.4m)

- estimated dimensions (e.g. for off-site or otherwise inaccessible trees where accurate data cannot be recovered).

Table 1 Cascade chart for tree quality assessment

Category and definition	Criteria (including subcategories where appropriate)			Identification on plan
Trees unsuitable for retention (see Note)				
Category U Those in such a condition that they cannot realistically be retained as living trees in the context of the current land use for longer than 10 years	<ul style="list-style-type: none"> 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 category U trees (e.g. 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, or very low quality trees suppressing adjacent trees of better quality <p><i>NOTE</i> Category U trees can have existing or potential conservation value which it might be desirable to preserve; see 4.5.7.</p>			See Table 2
	1 Mainly arboricultural qualities	2 Mainly landscape qualities	3 Mainly cultural values, including conservation	
Trees to be considered for retention				
Category A Trees of high quality with an estimated remaining life expectancy of at least 40 years	Trees that are particularly good examples of their species, especially if rare or unusual; or those that are essential components of groups or formal or semi-formal arboricultural features (e.g. the dominant and/or principal trees within an avenue)	Trees, groups or woodlands of particular visual importance as arboricultural and/or landscape features	Trees, groups or woodlands of significant conservation, historical, commemorative or other value (e.g. veteran trees or wood-pasture)	See Table 2
Category B Trees of moderate quality with an estimated remaining life expectancy of at least 20 years	Trees that might be included in category A, but are downgraded because of impaired condition (e.g. presence of significant though remediable defects, including unsympathetic past management and storm damage), such that they are unlikely to be suitable for retention for beyond 40 years; or trees lacking the special quality necessary to merit the category A designation	Trees present in numbers, usually growing as groups or woodlands, such that they attract a higher collective rating than they might as individuals; or trees occurring as collectives but situated so as to make little visual contribution to the wider locality	Trees with material conservation or other cultural value	See Table 2
Category C Trees of low quality with an estimated remaining life expectancy of at least 10 years, or young trees with a stem diameter below 150 mm	Unremarkable trees of very limited merit or such impaired condition that they do not qualify in higher categories	Trees present in groups or woodlands, but without this conferring on them significantly greater collective landscape value; and/or trees offering low or only temporary/transient landscape benefits	Trees with no material conservation or other cultural value	See Table 2

Tree No.	Species	H'gt.	Stem Dia.	Branch Spread		H'gt of C.C.	1st Branch @	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
T1	Sycamore	16	500	N E S W	7.9 7.1 3.1 8.3	3	4W	M	F	Ivy clad inspection restricted. Mutually suppressed with T2. Reasonable vitality Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	Undertake remedial pruning to ensure acceptable clearances over site and highway and to clean through canopy to remove major dead wood, broken or crossing branches and similar.	20	B2	113.11	6
T2	Sycamore	16	700	N E S W	3.2 7 6.4 8	2	2W	M	F	Mutually suppressed with T1. Similar condition to T1	As per T1.	20	B2	221.70	8.4

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

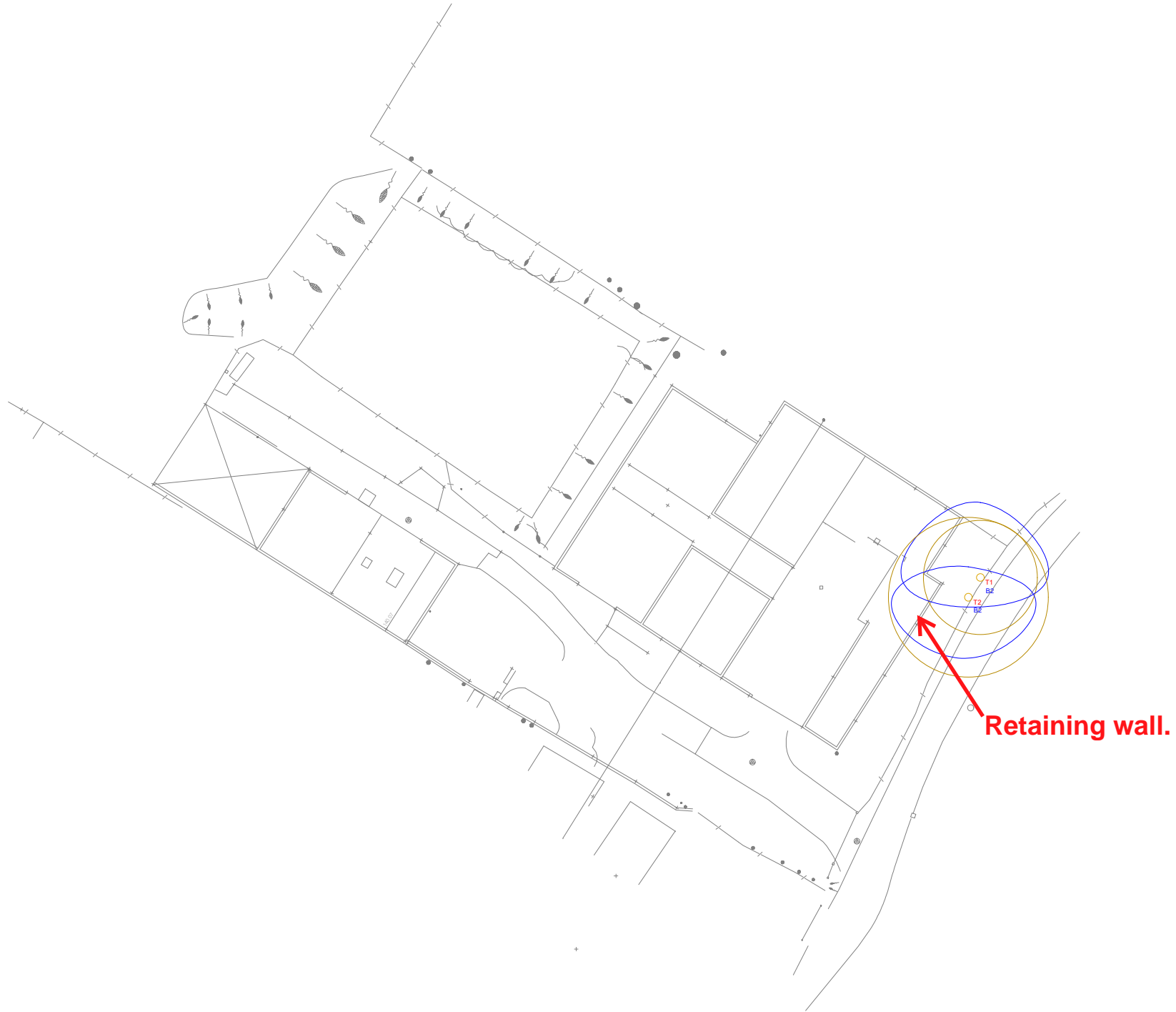
The Consultant is the owner of the copyright in any report tender documentation and/or recommendations and all associated information submitted to the Employer by the Consultant. The report recommendations tender documentation and all associated information submitted to the Employer shall not be copied 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.



0 2 4 6 8 10m
Scale 1:200



General Notes

- LEGEND**
- AREA
 - GROUP
 - HEDGE
 - WOOD
 - TRUNK LOCATION
 - TREE SHADE (24 hr)
 - A1 AREA REFERENCE
 - G1 GROUP REFERENCE
 - H1 HEDGE REFERENCE
 - T1 TREE REFERENCE
 - W1 WOOD REFERENCE
 - B2 CATEGORY GRADE
 - TREE CANOPY GRADES
 - CATEGORY A
 - CATEGORY B
 - CATEGORY C
 - CATEGORY U
 - ROOT PROTECTION AREA

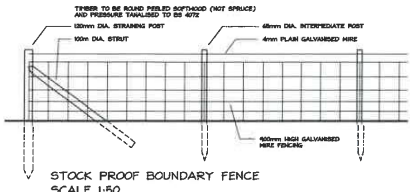
No.	Revision/Issue	Date



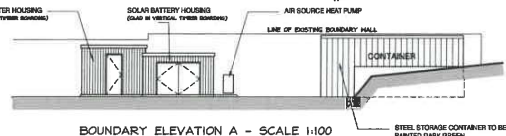
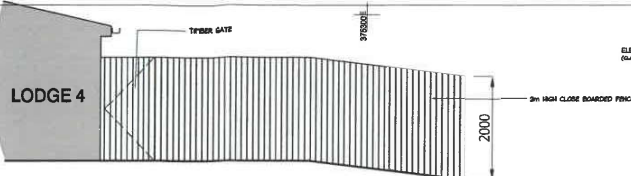
Project Name and Address

Morans Farm,
Pendleton Road
Wiswell

Drawn by www.YourCad.co.uk	Checked IT
Date July 2023	
Scale 1:200 @ A1	



Provide farm track access into field with 2 strips of well compacted stone



370230281P



SCALE BAR in METRES

NEW NATIVE HEDGEROW -
New hedgerows to be double row staggered planted at a density of 1m centres.
Species composition as follows;
40% - Hawthorn
30% - Blackthorn
10% - Hazel
10% - Holly
10% - Crab apple

grassed areas :
general grass seed mix - 35g/m² in 150mm deep top soil cultivated to a depth of 150mm to form a smooth and even profile
fertiliser - general pre-seeding fertiliser 6% n, 9% p, 6% k 70kg/m², included within top 25mm of topsoil.



Retaining wall

34.15m VISIBILITY SPLAY

Revisions	
Project:	PROPOSED HOLIDAY LODGE DEVELOPMENT LAND AT MORANS FARM, PENDLETON RD. MISHELL
Drawing:	site layout & landscaping
Client:	MRS. L. SAGAR

adm design

Royds House, Harden Road, Kellbrook, Barnsley, S70 6TS
Tel: 07931 557014 Email: adm@adm-design.co.uk

Scale(s)	1:200 @ A1	Date	OCTOBER 2022
Drawing no.	ADM/23/04/01	Rev.	

