

Job No: 6196/R3
Rev A: 13th August 2024
Phase 3
Alston Grange
Preston Road
Longridge

**Management and Maintenance Plan for
SUDS Attenuation Basins**

January 2024



REPORT DETAILS

Site Name: Phase 3, Alston Grange, Preston Road, Longridge

Report Title: Management and Maintenance Plan for SUDS
Attenuation Basins

Report Number: 6196/R3

Revision	Date	Status
-	January 2024	To Discharge Planning Condition 11 App. No. 3/2023/0100
A	August 2024	Updated to LPA/LLFA comments

Client: Tilia Homes Ltd

Client Contact: Kieran Breheney

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Drg. No. 6196/01-07 Rev L

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1.0 INTRODUCTION

- 1.1 Lees Roxburgh have been instructed by Tilia Homes to prepare a Management and Maintenance Plan for the two SUDS Attenuation Basins which have been designed and constructed as part of the earlier phases of the development and which will serve the two separate areas which comprise Phase 3 of the development of land at Alston Grange, Preston Road, Longridge.
- 1.2 This plan has been prepared to discharge Condition 11 of Planning Consent Ref 3/2023/0100.

2.0 **SITE DETAILS**

- 2.1 The overall site is centred on National Grid references SD59913, 35938 and comprises a total area of 18.84ha.
- 2.2 The site is situated to the southern outskirts of Longridge some 8km to the north east of Preston city centre.
- 2.3 The overall site is bounded by residential development within Longridge to the north, including a recent Miller Homes development, and fronts onto the B6243 Preston Road to the east, from which access to the development is achieved, with open countryside beyond.
- To the south and west is open countryside which continues around Longridge to the north.
- 2.4 The overall site formerly comprised six open fields which, with the exception of the two areas now designated as Phase 3, have now been substantially developed.
- 2.5 Ground levels across the overall site are uniform, falling generally in a south/south westerly direction.
- 2.6 Reference should be made to the topographical survey but overall levels can be summarised as follows;
- North east boundary with Preston Road ... 83m AOD
 - North west boundary... 85m AOD
 - South west boundary... 77m AOD
 - South east boundary adjacent to Preston Road... 78.5m AOD
- 2.7 Slopes in a north east to south westerly direction average at about 1 in 85.
- 2.8 Numerous minor watercourse systems are recorded in the area, including within the overall site, and these have substantially been retained within the main development as has a surface water outfall from the development to the north.
- The nearest main river system is Savick Brook located just beyond a dismantled railway to the north west.
- The systems within the site generally flow in a south/south westerly direction through Tippings Farm and Dam House Farm before turning westerly towards Savick Brook.
- Drainage to the opposite side of Preston Road generally falls in a southerly direction towards Turn Brook.

3.0 **SURFACE WATER DRAINAGE PROPOSALS**

- 3.1 The main surface water and foul drainage systems for the overall development, including those which will serve the two areas now designated as Phase 3, have been designed, approved and constructed to adoptable standards and are being adopted by United Utilities.
- 3.2 These proposals generally comprise 2 No. drainage networks outfalling to separate basins from which flows restricted to predevelopment discharge rates prior to outfall to the watercourse network all in accordance with the approved drainage strategy.

With the exception of within the areas now proposed for Phase 3, these systems have now been substantially constructed.

- 3.3 More specifically, these systems comprise the following four elements;
- Private drainage serving the individual dwellings
 - 2 No. main drainage systems picking up connections from the private drainage outfalling to the respective basins.
 - 2 No. attenuation basins receiving flows from the main drainage systems.
 - Basin headwalls, surface water flow control structures, and outfall pipes connecting to the watercourse network.

The proposals are incorporated on the attached layout (**Appendix 2**).

The design methodology and status are described below.

- 3.4 **Private drainage** – this element of the drainage scheme has been designed to comply with current Building Regulations and is being approved by the NHBC as the Building Control Authority.
- 3.5 **Main drainage systems** – the two main surface water systems within the roads and associated easements outfall to the attenuation basins and have been designed to adoptable standards and are being incorporated into the adoption agreements with United Utilities for the development.
- 3.6 **Attenuation basins** – the attenuation basins are to accommodate flows from the full development area with flows limited to the greenfield runoff rates approved by Preston City Council as the LLFA to ensure that flows up to the 1 in 100 year event plus allowance for 30% climate change are contained within the development.
- 3.7 **Basin headwalls, surface water flow control structures and outfalls to the watercourse network** – these components have also been designed to adoptable standards.

4.0 MANAGEMENT AND MAINTENANCE RESPONSIBILITIES

- 4.1 Responsibility for management and maintenance of the private pipe drainage systems will lie with the individual house owners.

Responsibility for management and maintenance of the adoptable pipe systems including the outfalls from the basins to the watercourse network is being placed with United Utilities as an integral element of the adoption agreement.

It is expected the drainage network will be placed on maintenance within 12 months of the completion of the final plot.

The S104 Deed of Agreement with United Utilities is contained in **Appendix 3**.

- 4.2 Responsibility for management and maintenance of the attenuation basins for the lifetime of the development will become that of the management company, Trust Green, as part of their general POS obligations.

This will be funded via a commuted sum arrangement with the property owners.

- 4.3 This document therefore covers maintenance of the attenuation basins whilst noting that in practice there needs to be a shared responsibility between the management company and United Utilities for the inlet and outlet headwalls at the basins.

5.0 **MANAGEMENT AND MAINTENANCE – ATTENUATION BASINS**

5.1 The basins are identified in **Appendix 2** and comprise the following components;

- 2 No. attenuation basins incorporating a total of 2 No. inlets and 2 No. outlet headwall

5.2 The proposed maintenance regime for these components is below;

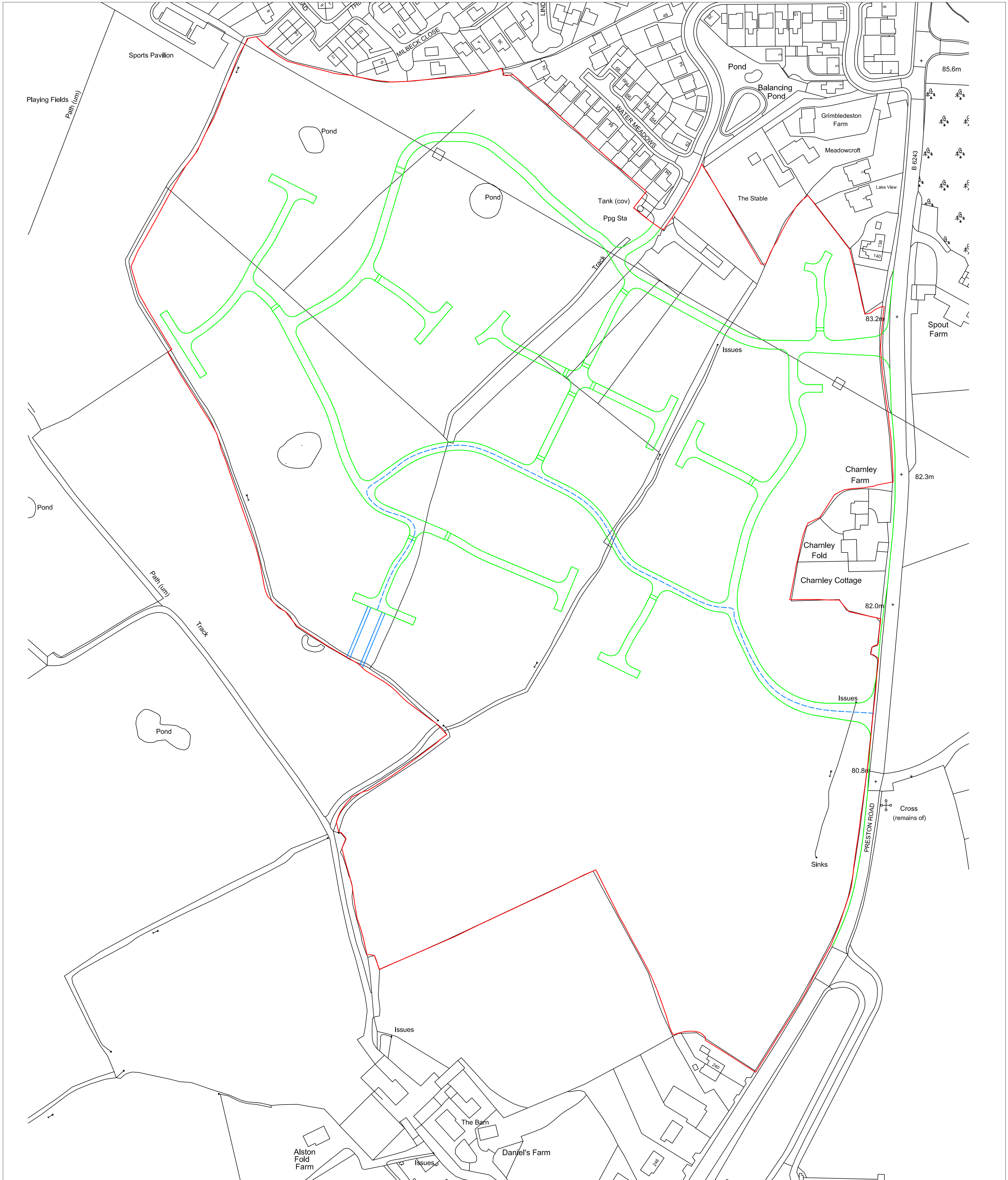
Regular Maintenance	Frequency
Remove litter and debris	Monthly
Cut grass – for access routes	Monthly (during growing season), or as required
Cut grass – grass in and around basins	Half yearly (spring – before nesting season, and autumn)
Manage other vegetation and remove nuisance plants	At start, then as required
Inspect inlets and outlets for blockages and clear if required	Monthly
Inspect banksides and structures for evidence of physical damage	Monthly
Inspect inlets and surface areas for silt accumulation. Establish appropriate silt removal frequencies.	Monthly (for first year), then annually or as required
Remove sediment from inlets and outlets.	Annually (or as required)
Occasional Maintenance	
Reseed areas of poor vegetation growth.	As required
Remove sediment from inlets, outlets and basins when required	Every 5 years, or as required
Remedial Actions	
Repair erosion or other damage by reseeding or re-turfing	As required
Repair/rehabilitation of inlets and outlets	As required
Relevel uneven surfaces and reinstate design levels	As required

5.3 The proforma checklist (**Appendix 4**) contained in the Ciria SuDS Manual will be used to record each inspection and maintenance activity.

It is noted here that all the major manufactured components are covered by the S104 adoption agreement with United Utilities.

- 5.4 Access will be achieved via the adoptable roads network and open space areas.

Appendix 1: Site Location Plan



Notes	
	Land To Be Transferred
	Proposed Future Access
	Proposed Future Access To Retained Land
	Proposed Future Access Construction Traffic Route

F	Red Line Boundary Amended	11.12.17	APT
E	Red Line Boundary Amended	30.11.17	APT
D	Topographic Information Removed	17.11.17	APT
C	Future Construction Access Route Added	08.09.17	APT
B	Future Access Amended	07.09.17	APT
A	Red Line Boundary Amended	10.07.17	APT
Rev	Details	Date	By



Kier Living Limited
The Genesis Centre
Science Park South
Birchwood
Warrington
WA3 7BH
Tel: 01925 817 800

Project: **Preston Road
Longridge**

Drawing:
Contract Plan

Drawing File Location:

Drawn by: APT	Date: 11/05/17
Scale: 1:1250 @ A0	COINS code: -----

This drawing is © copyright protected.
All dimensions to be checked on site.
Any discrepancies to be reported to
the Architect immediately.
This drawing should not be scaled.

Drawing no: NWL17012 - CP	Revision: F
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Appendix 2: Adoptable Drainage Layout

Drg. No. 6196/01-07 Rev L



Notes

Surface Water

Developable Area = 11.554 Ha

Western side of development drainage to be restricted to Greenfield Rate + 15L/S for the Miller Homes site to be added to the system. Rates as follows:

Q_{max} 81.1 L/S
Q₁ 72.5L/S
Q₃₀ 127.4L/S
Q₁₀₀ 152.5L/S

Eastern side of development drainage to be restricted to Greenfield Rate. Rates as follows:

Q_{max} 27.6 L/S
Q₁ 24L/S
Q₃₀ 47L/S
Q₁₀₀ 57.5L/S

Flows up to 1 in 100 event + 30% allowance for CC to be contained on site.

Piped system to Sewers for Adoption 6th Edition.

Foul Water

Piped system to Sewers for Adoption 6th Edition.
Pumping Station to Sewers for Adoption 7th Edition.

Key

- PS S104 Foul Pumping Station
- Existing SW Sewer
- Existing UU Combined Sewer
- Proposed S104 SW Sewer
- Proposed Attenuation Basin (2 No.)
- Proposed S104 FW Sewer
- Proposed S104 Rising Main
- Existing Ditch
- Proposed Culvert

L	REVISED LAYOUT PL01 REV G INCORPORATED	AN	15.12.23
K	REVISED LAYOUT PL01 REV F INCORPORATED	AN	08.09.23
J	REVISED LAYOUT PL01 REV E INCORPORATED	AN	05.09.23
H	REVISED LAYOUT PL01 REV D INCORPORATED	AN	29.08.23
G	REVISED LAYOUT PL01 REV C INCORPORATED	AN	16.08.23
F	REVISED LAYOUT PL01 REV B INCORPORATED	AN	09.08.23
E	REVISED LAYOUT PL01 REV A INCORPORATED	RD	11.07.23
D	BOUNDARIES UPDATED	RD	20.12.22
C	ADDITIONAL PHASE 3 LAYOUT INCORPORATED.	BP	15.12.22
B	CLIENT NAME CHANGED. NEW LAYOUT FOR PHASE 3 INCORPORATED.	RD	05.12.22
A	NEW LAYOUT ADDED FROM 26.01.18 AND DESIGN AMENDED TO SUIT.	DM	02.02.18

Rev	Revision	By	Date
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Alston Grange
Preston Road
Longridge

Drainage Proposals

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Job No.	Drawing No.	Revision.
6196	01-07	L

Scale	1:1000@A1	Date	December 2017
Drawn By	Designed By	Checked By	

DM	DM	JEL
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Appendix 3: S104 DEED OF AGREEMENT

DATED 17 December

2019

DEED OF AGREEMENT

under Section
104 of the Water Industry Act 1991
relating to sewers at Preston Road, Longridge
in the County of Lancashire

UNITED UTILITIES WATER LIMITED

- and -

KIER COMMUNITY LIVING LLP

- and -

NATIONAL HOUSE-BUILDING COUNCIL

Hill Dickinson LLP
2952.549

THIS DEED is made the 17th day of December two thousand and nineteen

BETWEEN:

1. "The Developer" Kier Community Living LLP (Co Reg No. OC421602) whose Registered Office is situate at Tempsford Hall, Sandy, Bedfordshire, United Kingdom, SG19 2BD
2. "The Owner" See definition of Developer
3. "The Adjoining Owner(s)" Not applicable
4. "The Surety" National House-Building Council (Co Reg No. 00320784) whose Registered Office is situate at NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Bucks, MK5 8FP
5. "The Undertaker" UNITED UTILITIES WATER LIMITED (Co Reg No. 02366678) whose Registered Office is situate at Haweswater House Lingley Mere Business Park Lingley Green Avenue Great Sankey Warrington WA5 3LP (which expression includes any contractor or contractors, agent or agents for the time being appointed by the Undertaker to administer this Agreement)

1. DEFINITIONS

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

Apparatus	means the foul and/or surface water sewers and any accessories thereto as defined by Section 219 of the Water Industry Act 1991 as are within the Protected Strip defined below
Accessories	As defined in Section 219 of the Act.
Act	The Water Industry Act 1991 including any statutory modification or re-enactment thereof.

CDM	Construction (Design and Management) Regulations 2015 as amended or replaced.
Day or date	Any day except Saturdays, Sundays, Bank or other Public Holidays
Drawings	Subject to any alteration in accordance with S.2 of the First Schedule this expression shall mean those drawings, calculations and other design or working drawings relating to the carrying out of the Works or any part or parts thereof which are not annexed hereto.
Estate Roads	Roads or proposed roads which are or are intended to be maintained at public expense.
Final Certificate	<p>A certificate issued under paragraph S.8.4 of the First Schedule by the Undertaker to the Developer confirming that:-</p> <p>(a) the Works have been constructed in accordance with this Agreement;</p> <p>and</p> <p>(b) all defects notified to the Developer following final inspections by the Undertaker have been remedied to the Undertaker's satisfaction. For the avoidance of doubt, the issue of a Final Certificate does not vest the Works in the Undertaker and they remain the responsibility of the Developer until a Vesting Declaration is issued.</p>

Financial Limit	Shall mean Fifty Nine Thousand Seven Hundred and Seventy Pounds (£59,770.00)
Green Land	The land situate on the west side of Preston Road, Longridge, Preston and which is shown edged green on the attached Layout Plan or Plans
Inspection Fees	Shall mean Ten Thousand Nine Hundred and Six Pounds (£10,906.00)
Lateral Drains or Public Lateral Drains	As defined in Sections 219 and 106(1A)(b)(i) of the Act
Layout Plan	The plan or plans attached to this Agreement and numbered 6196-02-04-1-G and 6196-02-04-2-J which shows the Site and the layout of the Works
Maintenance Period	The period from the date of issue of the Provisional Certificate until the Works are vested in the Undertaker.
Period of Construction	6 years from the date of this Agreement.
Protected Strip	means the strip of land shown coloured yellow on the Layout Plan and unless the contrary shall be stipulated or be clear from the Layout Plan the Protected Strip shall be six metres wide and shall lie one half to each side of the centreline of the Apparatus
Provisional Certificate	The certificate issued under S.8.1 or S.8.3 of the First Schedule.
Sewer	As defined in Section 219 of the Act.
Site	Shall comprise the Green Land and other land (if any) on under in or through which the Works are proposed to be executed.

Specification	The Civil Engineering Specification (shown at Part 5 of the Sixth Edition of "Sewers for Adoption") (or in relation to health and safety matters or changes in relevant legislation only the corresponding Part of whichever edition thereof is current if subsequent to the Sixth Edition) and any Appendices provided by the Undertaker.
Vesting Declaration	A written declaration signed on behalf of the Undertaker vesting the Works in itself as public Sewers or Public Lateral Drains
Undertaker's Rights	All rights exercised by the Developer and/or granted to the Developer by the Owner and/or the Adjoining Owner(s) in relation to the construction, use, maintenance, alteration, repair and replacement of the Works together with discharges therefrom to any Watercourse. For the avoidance of doubt any covenants that the Developer is subject to shall have no effect on the Undertaker
Watercourse	A watercourse as defined in Section 219 of the Act, but also including a canal, pond or lake.
Works	Subject to any alteration in accordance with S.2 of the First Schedule this expression shall mean all those Works being Sewers, Lateral Drains, pumping stations and Accessories and shall include valve chambers overflow chambers outfall structures and (where appropriate) balancing facilities as shown on the Drawings and includes any part or parts of the Works.

2. INTERPRETATION

2.1 References to gender shall include either gender or corporate identity and the singular shall include the plural

2.2 The Interpretation Act 1978 shall apply for the interpretation of this Agreement as it applies to the interpretation of an Act of Parliament.

2.3 If there is more than one person named as one of the parties then any covenants agreements liabilities or statements made by that party shall be deemed to be made by those persons jointly and severally

2.4 If there are no details shown against any one of the party definitions then this Agreement shall be interpreted as if there was no such party.

2.5 In the event of there being separate parties defined as "the Developer" and "the Owner" then:

2.5.1 the obligations in Clause 2.1 of the Agreement and S.20 of the First Schedule relating to matters of title or conveyancing shall be obligations of the Owner and not of the Developer; and

2.5.2 in the event of default by the Developer in respect of any matter under this Agreement the obligations of the Developer shall become obligations of the Owner and at the Undertakers discretion may be enforced against either the Developer or the Owner until this Agreement is replaced by a further agreement entered into by the Owner and/or a different Developer PROVIDED THAT these obligations shall only apply to that part of the Green Land that they own.

2.6 a) The provisions of this Agreement are personal to the parties hereto save on the reconstruction or amalgamation of the Developer or

- b) on the appointment of another person as sewerage undertaker for the area, including the Site, under the Act.

2.7 This Agreement shall be governed in all respects by English Law.

AGREEMENT:

1. THE provisions in the First, Second and Third Schedules shall apply in respect of the Works and all other matters therein contained as though the same had been set out in full in this Agreement.

2. 2.1 In respect of any part of the Works to be constructed in the Green Land the Owner (if any) hereby consents to the exercise by the Developer of its rights under this Agreement and acknowledges that the Undertaker shall be entitled to carry out the Undertakers Rights following issue of the Vesting Declaration in addition to statutory rights that are exercised by the Undertaker pursuant to the Act.

2.2 If any of the Works are to be constructed within the Site but outside the Green Land then the Adjoining Owner(s), if so defined, shall join into this Agreement solely for the purposes of acknowledging and consenting to the arrangements herein expressed between the Developer and the Undertaker. For the avoidance of doubt the Adjoining Owner(s) shall have no liability under the provisions of this Agreement in relation to the construction and future maintenance or repair of the Works.

2.3 The Developer has sufficient rights in that part of the Site that is outside the Green Land to enable the Works to be carried out therein and to permit the use repair maintenance and discharge therefrom to any watercourse prior to the date of the Vesting Declaration and to enable a valid and effectual declaration to be made in respect of the Works.

2.4 The Adjoining Owners(s) hereby consents and agrees to the arrangements contained within this Agreement as far as they relate to land in the ownership of the Adjoining Owners(s) and acknowledges that the Undertaker shall be entitled to carry out the Undertaker's Rights following issue of the Vesting Declaration in addition to statutory rights that are exercised by the Undertaker pursuant to the Act.

2.5 The Developer hereby confirms that the title of the Owner and the Adjoining Owner(s) (if so defined) have been examined and establishes that the parts of the Site where the Works are to be constructed are in their ownership at the date of this Agreement.

2.6 The Owner and the Adjoining Owner(s) acknowledges that the Works during and after their construction and until the issue of the Vesting Declaration belong to the Developer.

3. THE Developer shall immediately upon completion of the Works (but without delaying whilst outfall connections to public Sewers or other Works are completed) forward to the Undertaker accurate 'as constructed' drawings of the Works (including any agreed variations to the original drawings).

4. NO statutory or common law rights and powers of the Undertaker shall be affected by this Agreement.

5. NOTHING in this Agreement is intended to confer on any third party (whether referred to herein by name, class, description or otherwise) any benefit or right to enforce a provision contained in this Agreement.

6. THE Developer shall, if requested, supply to every purchaser of land to be drained by means of the Works a copy or summary of this Agreement.

7. THE Developer or the Owner or the Adjoining Owner(s) if there are parties so defined either own the freehold or the unexpired residue of not less than 200 years of a leasehold term or in the case of the Developer has sufficient interest in the Green Land or land adjoining the Green Land within the Site to enable certain development in relation to the same including the construction of the Works to serve the said development.

8. 8.1 The Developer has sufficient rights in the Green Land to enable the Works to be carried out and to permit the use repair maintenance and discharge therefrom and into any Watercourse prior to the date of the Vesting Declaration and to enable a valid and effectual declaration to be made in respect of the Works.

8.2 The Developer and the Owner (if any) hereby acknowledges that the Undertaker shall be entitled to carry out the Undertaker's Rights following issue of the Vesting Declaration.

9. IN the event of a conflict between this Agreement and the Sixth Edition of 'Sewers for Adoption' the provisions of the Agreement shall prevail and have effect.

10. THE agreement given at Clause 2 hereof is:

- (a) given in connection with the land on which the Works are being constructed which land at the date of execution hereof belongs to the Developer the Owner or the Adjoining Owner(s) as the case may be; BUT
- (b) does not replace any requirement that the Undertaker may have in respect of the grant to it by any other party of easements or rights of any kind in respect of any land identified as a Protected Strip.

EXECUTED AS A DEED AND DELIVERED by the parties hereto the day and year first before written.

THE FIRST SCHEDULE

(Being provisions applicable to the Works)

Construction of Works

S.1 If the Developer proceeds with the Works it shall, at its own expense, properly construct and complete them in accordance with the Drawings and the Specification (and which Drawings and Specification shall be deemed to be part of this Agreement) or as varied by virtue of the powers contained in S.2 of this Schedule and the statutory provisions for the time being relating to new Sewers and to the reasonable satisfaction of the Undertaker in the positions and to the extent shown within the Drawings and indicated by coloured lines and symbols as to foul and surface water Sewers in accordance with Appendix VI of the said 6th Edition of "Sewers for Adoption"

Minor Variations

S.2 The Developer shall not vary the Works nor make any additional connections not shown on the Drawings without first obtaining the Undertaker's written consent, such consent not to be unreasonably withheld or delayed

Consent to discharge

S.3

S.3.1 In the case of a discharge from any part of the Works to controlled waters as defined by the Water Resources Act 1991 ('WRA' which expression includes any statutory modification or re-enactment thereof) the Developer shall:

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

and shall if required by the Undertaker, appeal against the same or any of them within the period provided within the WRA for the lodging of an appeal; and

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

S.3.2. If any part of the Works is intended to discharge into any Watercourse which is owned by or comprises part of the undertaking of a Navigation Authority (as defined in the WRA) (otherwise than a natural Watercourse and whether the same is navigable or not) the Developer shall before the commencement of any of the Works which would drain to such Watercourse obtain the consent of the Navigation Authority to such discharge but shall not agree to any conditions relative to such consent without the prior approval of the Undertaker

S.3.3 In the case of a discharge to an estuary or coastal waters the Developer shall before the commencement of any of the Works obtain requisite consents or approvals.

S.3.4 If the Works are to discharge to land (including any Watercourse) owned by any of the Undertakings listed in Schedule 13 Part 1 of the Act the conditions referred to in S.3.2 above shall (so far as the context admits) apply to the Works.

Notification of Intended Commencement

S.4 The Developer shall give the Undertaker at least five Days' written notice of the date on which it intends to commence the Works and shall with such notice submit to the Undertaker for inspection such plans Drawings and other design or working Drawings not

previously submitted to the Undertaker and which relate to the carrying out of the Works as the Undertaker may require and shall not commence construction until the Developer has completed this Agreement (unless otherwise agreed with the Undertaker) and supplied to the Undertaker a copy of the relevant form relating to the registration of the Site for CDM purposes

Period of Construction

S.5 The Developer shall construct and complete the Works within the Period of Construction and all parts of the Works including all outfalls and all connections to existing public Sewers shall be completed and in working order before any foul or surface water drainage is discharged from any building or property served by the Works PROVIDED ALWAYS that if the Developer shall fail to construct and complete the Works within the Period of Construction the Developer shall comply with any revised standards for any part of the Works which have been notified to the Developer in writing by the Undertaker.

Building Over

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

Backfilling

S.7

S.7.1 The Developer shall notify the Undertaker before covering up any part of the Works

S.7.2 Upon receiving such notice the Undertaker shall if it thinks fit arrange with the Developer to inspect the Works.

S.7.3 If the Developer fails to give notice under S.7.1 or fails to comply with arrangements under S.7.2 it shall be liable for the full cost of reopening the Works even if the same are found to comply with this Agreement.

S.7.4 (Provided notice is given as above) if the Undertaker fails to comply with arrangements under S.7.2 (unless prevented from so doing because of circumstances beyond its control) the Developer may cover in the Works.

S.7.4.1 Without prejudice to S.7.1 – S.7.4 inclusive the Developer shall at any time if requested to do so by the Undertaker in writing, open up the Works for inspection.

S.7.4.2. If the Developer fails to comply with such request within any time limit specified by the Undertaker, the Undertaker may open up the Works and then if any part of the Works are found not to comply with the terms of this Agreement the Developer shall repay to the Undertaker on demand all costs the Undertaker incurs in opening up and re-covering the Works but in any other case and provided due notice has been given the costs of opening up the Works shall be borne by the Undertaker.

S.7.5 For the avoidance of doubt the provisions of S.10 (relating to access to the Works) are to be read in conjunction with this paragraph.

Provisional and Final Certificates

S.8

S.8.1 When the Undertaker is of the opinion that the Works have been completed (including all outstanding remedial works) it shall issue a certificate to the Developer to that effect.

S.8.2 The Works shall be deemed completed when:

S.8.2.1 they have been constructed in accordance with this Agreement;

and

S.8.2.2 a majority of the premises within the Green Land and intended to be served by the Works are occupied; and

S.8.2.3 all necessary connections or other things have been made or done whereby such occupied premises may be properly drained; and

S.8.2.4 the Developer has supplied to the Undertaker

(a) two full sets of 'as constructed' drawings and sections showing the completed Works and Sewers by lines colours and symbols in accordance with Appendix VI of the 6th Edition of 'Sewers for Adoption' and

(b) two sets (or more if requested) of operating instructions/ maintenance manuals for any pumping station

S.8.3 If requested by the Developer the Undertaker may at its discretion issue one or more certificates in respect of any substantial part or parts of the Works that have been completed to its satisfaction

S.8.4 The Undertaker may issue a Provisional Certificate and/or a Final Certificate when it considers it appropriate or if requested to do so by the Developer

S.8.5 The Undertaker may issue the Provisional Certificate subject to conditions which must be discharged before the Works are vested as public Sewers.

Maintenance Period

S.9 During the Maintenance Period the Developer shall at its own expense maintain repair and otherwise keep the Works in good working order and repair to the reasonable satisfaction of the Undertaker UNLESS the Undertaker shall declare that any required

maintenance and/or repair is an emergency in which case the Developer shall carry out the said maintenance and/or repair immediately

Access to the Works

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

Undertaker's right to repair

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

Vesting Declaration

S.12

S.12.1 The Undertaker shall (subject to the Developer complying with the terms of this Agreement and to the terms of the proviso immediately below) vest the Works in the Undertaker and supply immediately to the Developer a Vesting

Declaration in relation to vesting BUT the Undertaker shall not be required to vest the Works until the Developer has proved to the Undertaker that it owns or has sufficient rights in the Site to enable the making of valid declaration and the Undertaker is satisfied that:

S.12.1.1 the Works have been constructed and completed in accordance with the Drawings and the Specification to its reasonable satisfaction and have been maintained by the Developer during the Maintenance Period and any defects arising or work required in connection with the Works during that period and prior to the date of the Vesting Declaration have been made good by the Developer to the reasonable satisfaction of the Undertaker AND THAT

S.12.1.2 (a) no building or structure save as permitted in S.6 of this Schedule has been erected within the Protected Strip or on or over land within three metres of any part of the Works not falling within the Protected Strip (or such other distance as may be reasonably specified by the Undertaker in respect thereof) measured horizontally from the centre line of any such Works without the written consent of the Undertaker and (b) access to any part of the Works with or without vehicles plant or equipment is not obstructed AND THAT

S.12.1.3 where any part of the Works is shown in the Drawings discharging to an existing public Sewer that part of the Works has been connected properly and directly and in the manner shown in the Drawings to a Sewer having the status of a public Sewer AND THAT

S.12.1.4 where any part of the Works is shown in the Drawings discharging to a Watercourse that part does discharge properly and directly

to the Watercourse in the manner shown in the Drawings and in accordance with any necessary consents or approvals AND THAT

S.12.1.5 the Developer has complied with all requirements of the Undertaker in pursuance of S3, S.19 and S.20 of this Schedule

S.12.2 The Undertaker shall not be obliged to issue a Vesting Declaration while:

S.12.2.1 any dispute exists between the Developer and any third party concerning the Works; or

S.12.2.2 any connection remains whereby surface water or groundwater may enter a foul water Sewer or foul water or groundwater may enter a surface water Sewer

S.12.3 In order that the Works may as soon as practicable be vested in the Undertaker:

S.12.3.1 the Developer shall no later than ten months after the issue of the Provisional Certificate supply to the Undertaker the relevant section (relating to drainage) of the CDM Health and Safety File

S.12.3.2 the Undertaker shall within fifteen working Days after any inspection of the Works made during the Maintenance Period advise the Developer in writing of any defects arising or work required in connection with the Works needing rectification or completion before the issue of the said Vesting Declaration provided however that:

S.12.3.2.1 if the said plans and sections or records provided by virtue of S.8.2.4 do not adequately and accurately show the Works to the reasonable satisfaction of the Undertaker it may require the Developer to provide at the Developer's own cost corrected plans and sections or records (as the case may be);

S.12.3.2.2 the Undertaker shall be under no duty to issue the Vesting Declaration until it is satisfied that the Developer has complied with S.12.3.1

S.12.4 Notwithstanding the provisions of this paragraph the Undertaker shall not be obliged to vest Sewers in itself until all intervening private sewers which link the Works to the receiving public sewerage system are themselves public Sewers

S.12.5 For the avoidance of doubt the provisions of this Schedule in relation to maintenance or repair of the Works whether by the Developer or otherwise shall apply until vesting in the same even though vesting may be delayed by the preceding sub-paragraph

No duty to Developer

S.13 Nothing in this Agreement shall imply any obligation on the part of the Undertaker to the Developer or to any other person to ensure that the Works or any part or parts of the same are properly constructed.

Indemnity to Undertaker by Developer

S.14 The Developer indemnifies the Undertaker against all actions costs claims and demands which may be made against them jointly or separately in connection with the construction and completion of the Works and those matters referred to in Clauses 2 and 8 and Paragraph S.20.1.1 of the First Schedule of this Agreement provided that the said actions costs claims or demands shall have arisen not later than the vesting of the Works in the Undertaker unless those actions costs claims or demands relate to the ownership of the Site

Bankruptcy etc of Developer

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

Obligation of Surety

S.16

S.16.1 In consideration of the Undertaker entering into this Agreement with the Developer the Surety as a principal indemnifies the Undertaker in respect of any expenditure which the Undertaker may incur in accordance with this Agreement by reason of the failure of the Developer to observe or perform in full its obligations according to this Agreement whether or not this Agreement has been terminated or disclaimed but the obligations of the Surety shall in no circumstances exceed the Financial Limit to which the Surety and its successors and assigns under this Agreement now bind themselves to the Undertaker

S.16.2 The amount of any such expenditure shall be that certified by the Undertaker whose decision shall be final

S.16.3 The Surety shall be discharged or released from its obligations under this paragraph when the Final Certificate has been issued and such part of the Works in relation to which the Undertaker requires a transfer of land together with the rights referred to in S.20 of this Schedule shall have been transferred or granted to the Undertaker but the Surety shall not be discharged or released from such obligations by any determination or disclaimer of this Agreement or by any arrangement between the Developer and the Undertaker or by any alteration in the obligations of the Developer or by the execution of any amended extra or substituted works authorised by virtue of S.2 of this Schedule or by any forbearance whether as to payment performance time or otherwise whether made with or without the assent of the Surety.

Arbitration

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

Notices

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

registered office or to its last known registered or head office) or place of business and any notice to be served on the Surety may be delivered at or posted to its registered or head office for the time being

Fees

S.19

S.19.1 The Undertaker acknowledges receipt of the following sums:

S.19.1.1. the cost of the preparation and completion of this Agreement and appropriate copies thereof; and

S.19.1.2 the Inspection Fees being the fees incurred by the Undertaker for the technical examination and processing of the initial submission by the Developer of plans Drawings and other design or working drawings whereby the Works are proposed to be constructed and for inspection by the Undertaker of the execution of the Works (which may include a survey by closed circuit television (CCTV) and/or other internal survey methods)

S.19.2 The Developer shall on demand pay to the Undertaker:

S.19.2.1 any additional fees arising from CCTV or other internal resurveys associated Sewer cleansing and Site visits essential to recheck sub-standard work;

S.19.2.2 any additional inspection fees in respect of Lateral Drains that are proposed for adoption and which were not constructed at the same time as the Sewers in the Green Land

S.19.2.3 any fees and disbursements pursuant to S.20 of the Schedule;

S.19.2.4 VAT upon any payments referred to in this Agreement if the same is properly payable thereon

Transfer of Land and Maintenance Arrangements

S.20

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

S.20.1.1 a transfer to the Undertaker transferring to the Undertaker (if so required by the Undertaker) the title absolute free from any covenant easement exception reservation (other than a reservation of rights necessary for the Developer to maintain the Works until the issue of the Vesting Declaration) or other incumbrance of the land forming the sites of pumping stations outfall structures or of any balancing facilities (excluding above ground balancing facilities that do not form part of the Works) that form part of the Works together in each case with all rights necessary to gain access thereto with vehicles and the transfer deed shall contain the following agreement and declaration together with the covenant and indemnity in the form shown below:

"It is hereby agreed and declared that this Transfer of the Property shall not vest in the Undertaker the Works (as defined in the related sewer adoption agreement) until the same are subsequently vested in the Undertaker".

"The Transferor covenants with the Transferee that until such time as the Sewers are vested in the Undertaker pursuant to Section 104 of the Water Industry Act 1991 it will indemnify the Transferee from and against all actions, costs, claims, demands, proceedings and expenses whatsoever in

respect of the use and occupation of the Property or the presence of the Sewers”.

Note: “the Sewers” to be defined as “any Sewers pumping station or Accessories thereto on over or under the Property”.

S.20.1.2 adequate administrative arrangements agreed in writing by the Undertaker for the maintenance and permanence of any balancing facility which is not to be vested in the Undertaker.

S.20.1.3 a Deed of Grant of easement for a discharge in the model form of agreement referred to in the ‘Interim Code Of Practice for Sustainable Drainage Systems’ published in July 2004 (where the Undertaker considers it necessary) in respect of any balancing facility which facility is not to be vested in the Undertaker.

S.20.1.4 if required a Deed of Grant of easement incorporating in substantially similar form the rights and covenants contained in the Second Schedule hereto

S.20.2 The Undertaker hereby agrees to pay to the Developer an amount equal to any Value Added Tax (“VAT”) to which the Developer becomes properly accountable by virtue of those Works to be vested in the Undertaker (if and insofar as such vesting is a ‘supply’ for VAT purposes) PROVIDED HOWEVER that the Developer shall have submitted to the Undertaker a VAT only invoice in respect of the same and a copy of the Vesting Declaration issued to it by virtue of S.12

SECOND SCHEDULE

(Rights and covenants to be incorporated in a Deed of Grant of Easement or Transfer pursuant to S.20.1.4 of the First Schedule)

PART ONE – ON SITE PROTECTED STRIP

In this Part One of the Second Schedule "the Grantor" shall mean the owner of the Protected Strip affected by the Works and within the Green Land

A Deed of Grant of any part of Protected Strip within the Green Land shall contain the following Rights and Covenants:

1. Rights

In consideration of the sum of One Pound (£1.00) paid by the Undertaker to the Grantor (the receipt of which the Grantor hereby acknowledges) the Grantor HEREBY GRANTS with full title guarantee the following perpetual rights ("the Rights") to the Undertaker for the benefit of the Dominant Tenement and each and every part thereof:

- (a) The right of having retaining using inspecting the condition of reconstructing replacing relaying altering enlarging maintaining cleansing repairing conducting and managing the Apparatus in through under over or upon the Protected Strip and having and enjoying the free flow and passage of water with or without other matter through any part of the Apparatus and the right to discharge from the Apparatus or any outfall or pipe connected thereto into any ditch or watercourse within or adjacent to the Apparatus, the Protected Strip and/or the Grantor's Property subject to any necessary consents that may be required;
- (b) For the purposes hereof and in particular for the purposes mentioned in paragraph (a) of this Schedule (and for similar purposes in relation to any connected length of pipes incidental thereto) the right at any time and at all times in the day or night time with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass along the Protected Strip by a route within the same or by such (if any) other convenient route from a public highway as the Undertaker shall with the

approval of the Grantor (which shall not be unreasonably withheld or delayed) from time to time require doing and occasioning no unreasonable damage thereto or to the Grantor's Property;

- (c) The right of erecting on or near the Protected Strip and maintaining any necessary markers indicating the Protected Strip or the position of the Apparatus PROVIDED the same are not erected in such a position as to unreasonably affect the beneficial use of Grantor's Property;
- (d) The right in exercising the Rights to make all necessary excavations and to tip soil on land immediately adjoining such excavations as shall be necessary or desirable in relation to the exercise of the Rights;
- (e) The right of fencing or severing off such part of the Protected Strip from the adjoining and adjacent land of the Grantor as shall be necessary and for so long as may be necessary during the exercise of the Rights;
- (f) The right of support for the Apparatus from the subjacent and adjacent land and soil including minerals of the Grantor; and
- (g) The right to remove all or any trees and shrubs growing in the Protected Strip and any walls hedges and fences thereon.

2. Grantor's Covenants

The Grantor to the intent that the burden of this covenant may run with the Protected Strip and so as to bind (so far as practicable) the same into whosoever hands the same may come and every part thereof and to benefit and protect the Apparatus and undertaking of the Undertaker and each and every part thereof capable of being so benefited or protected but not so as to render the Grantor personally liable for any breach of covenant committed after the Grantor has parted with all interest in the

land in respect of which such breach shall occur hereby covenants with the Undertaker to observe and perform the following covenants:

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

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

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

2.2 Without prejudice to the generality of the foregoing:

2.2.1 not to erect construct or place any building wall or other structure or erection or any work of any kind whether permanent or temporary PROVIDED ALWAYS that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily removable character and which shall have previously been approved of in writing by the Undertaker

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

2.2.3 not to undertake or cause or permit to be undertaken any piling or percussive works within the Protected Strip

2.2.4 not to alter the ground levels within the Protected Strip

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

2.2.6 not to construct or lay or cause or permit construction or laying of any street road pipe duct or cable across the Apparatus at an angle of less than forty five degrees formed by the Apparatus and the street road pipe duct or cable

PROVIDED THAT this prohibition shall not apply to an existing street road pipe duct or cable

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

2.4 Not to cover or obscure any manhole cover or chamber or other accessory which relates to the Apparatus within the Protected Strip

3. The Undertaker's Covenants

The Undertaker covenants with the Grantor as follows:

3.1 To make good any damage caused to the Protected Strip and/or the Grantor's Property to the reasonable satisfaction of the Grantor and as soon as reasonably practicable

3.2 To indemnify the Grantor against all rates taxes impositions and outgoings of annual or recurring nature arising out of the existence of the Apparatus and all claims demands proceedings damages losses costs charges and expenses as a result of any negligence by the Undertaker in the exercise of the rights herein granted save any arising through any act or default of the Grantor its employees agents or others authorised by the Grantor PROVIDED THAT the Grantor shall give immediate notice of any claim and shall not make any admission of liability or settle or compromise any claim without the consent in writing of the Undertaker PROVIDED FURTHER THAT the level of indemnity given by this clause by the Undertaker shall not exceed the sum of Five million pounds (£5,000,000.00 for any one claim or series of claims

4. It is hereby agreed and declared

- 4.1 Notwithstanding the earlier exercise of the Rights or the earlier enforcement of the covenants, the Apparatus shall not vest in the Undertaker until it has issued a vesting declaration vesting the Apparatus in itself pursuant to Section 102 of the Water Industry Act 1991.
- 4.2 The Grantor consents to the Undertaker applying to the Registrar to register notice of the Rights in the charges register of the title number hereinbefore mentioned
- 4.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no other person other than the parties to this Deed shall have any rights under it nor shall it be enforceable by any other

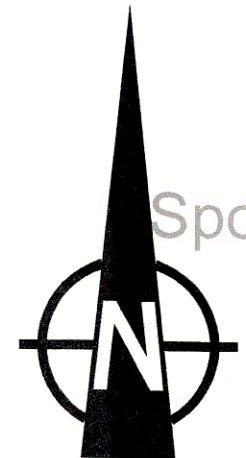
THIRD SCHEDULE

Sewers for Adoption 7th Edition – The Sewerage Undertakers Addendum

UNITED UTILITIES WATER LIMITED ADDENDUM in relation to the Pumping Station

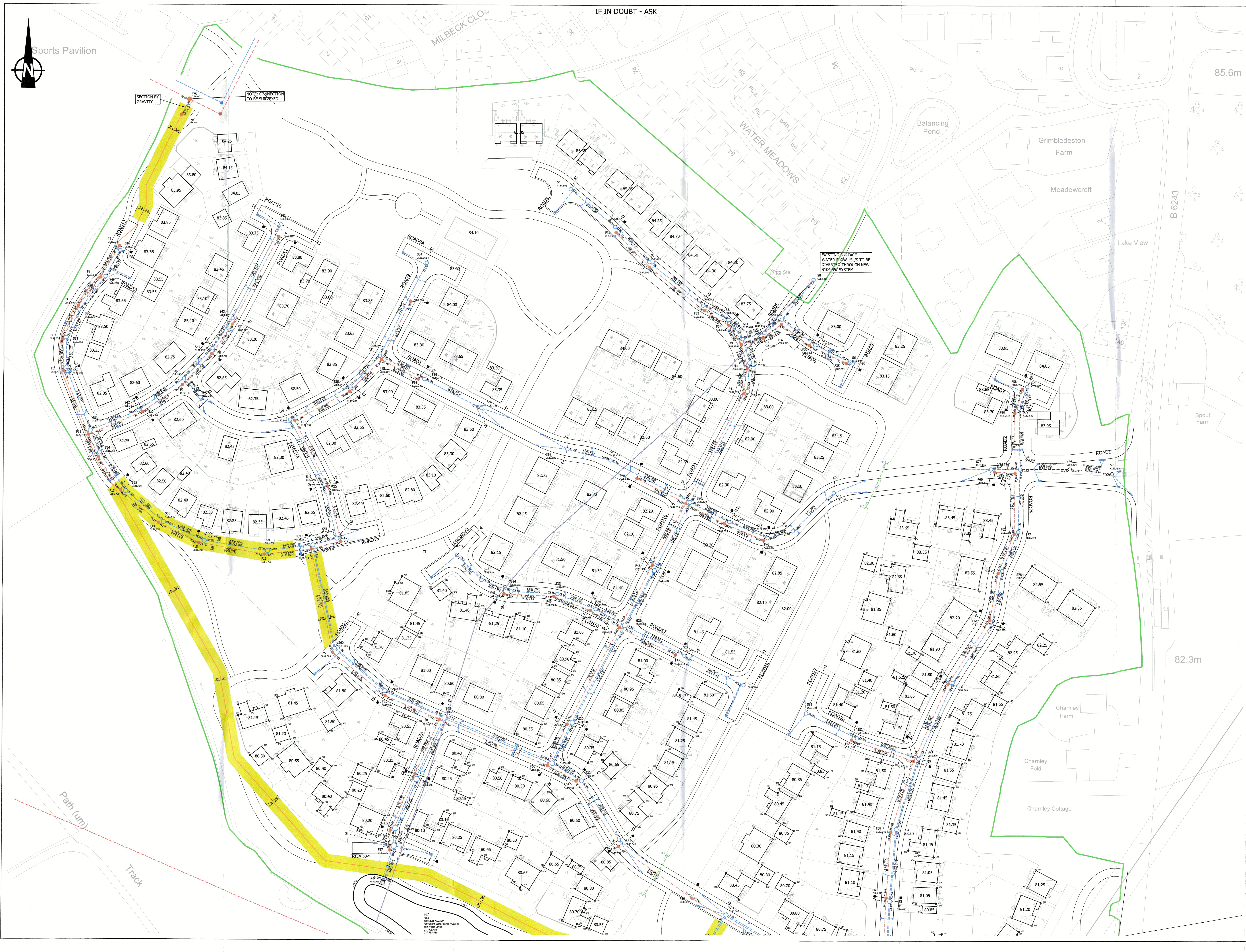
Specification available at

https://www.unitedutilities.com/globalassets/documents/pdf/sewers-for-adoption7-addendum_acc16.pdf



Sports Pavilion

IF IN DOUBT - ASK



- Notes**
- This drawing is to be read in conjunction with the Construction (Design and Management) Regulations 2015.
- This drawing is to be read in conjunction with:- Lees Roxburgh drawing series 6196, architects and designers drawings and details.
 - Construction details to be in accordance with Lancashire design guide.
 - The contractor shall comply with the following:
 - All operations should be carried out in accordance with the general health and safety policy of Kier Living Ltd and all relevant health and safety legislation.
 - The local authority and service companies are to be notified prior to commencement of work on site.
 - Prior to construction the actual positions and depths of services likely to be affected by the works should be established by means of hand dig in close liaison with the service companies. The contractor shall immediately advise Lees Roxburgh of any services exposed which may affect the design.
 - The location and depth of any services/apparatus shown is approximate only and has been based on plans received from the statutory undertakers.
 - Lees Roxburgh Ltd do not accept any responsibility for the accuracy of this or any other drawings which indicate the position and/or depth of services/apparatus.
 - The contractor must contact the relevant statutory undertakers and be in possession of the latest available drawings from the statutory undertakers which shows details of their services/apparatus.
 - All gravity sewerage works to be in accordance with "Sewers for Adoption" 6th Edition and United Utilities standard details. Foul Pump Station to be designed to "Sewers for Adoption" 7th Edition and United Utilities standard details.
 - Lees Roxburgh's appointment is restricted to the design of the permanent civil/structural works only and have no site role. The contractor is thus entirely responsible for compliance with the Health and Safety at Work Act. They shall be specifically responsible for all temporary works and for the stability of the affected land and structures.
 - For legal site boundary see deeds plans in possession of client.
 - All dimensions shown are in metres unless indicated otherwise.

The details provided on this drawing are subject to comment by all the relevant approving authorities. Until such time as all comments have been received and incorporated onto the drawings, all the information provided and associated costings, are used at Kier Living Ltd risk and no liability will be accepted by Lees Roxburgh Ltd.

Prior to any construction, the contractor must confirm the precise location, invert level and pipe diameter of the receiving drainage system, and the existing combined network. Lees Roxburgh must be advised immediately of any variation to that which the design has been based.

Drainage Key:

- Proposed Site Boundary
- Proposed Finished Floor Level
- Proposed Adoptable Surface Water Sewer
- Proposed Adoptable Foul Sewer
- Proposed Adoptable Foul Rising Main (subject to min. 1.2m cover)
- Proposed Highway Drain
- Existing SW Drainage
- Existing Foul Drainage
- Uti Easement
- Proposed Surface Water Dragout
- Proposed Foul Dragout
- Road Gully (Refer to Construction Details)
- Manholes

For Typical Drainage Construction Details refer to United Utilities Standard Details.
100mm dia drain, supersleeve or similar approved. 150mm dia hoppers or similar approved for all connections to sewers/manholes and where noted.

G	Highway drainage now shown in black & added to the key	NL	04.09.18
F	S66 headwall position amended & easement amended to suit	DW	09.07.18
E	F59 manhole relocated.	NL	29.06.18
D	Easements for 750p pipes amended to show as 8m	DW	28.06.18
C	Amended to S276 Design	CB	20.06.18
B	Revised design & layout added.	NL	13.06.18
A	Amended to comments from Kier on 14.03.18	DM	04.04.18

Rev	Revision	By	Date
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Preston Road
Longridge

Adoptable Drainage Layout
Sheet 1 of 2

Lees Roxburgh
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Science Park South
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Job No.	6196	Drawing No.	02-04-1	Revision.	G
Scale	1:100(04)	Drawn By	DM	Checked By	CB
Drawn By	DM	Designed By	DM	Checked By	CB

Scale 1:100(04)



This drawing is to be read in conjunction with the Construction (Design and Management) Regulations 2015.

1. This drawing is to be read in conjunction with:- Lees Roxburgh drawing series 6196, architects and designers drawings and details.

6. For legal site boundary see deeds plans in possession of client.
7. All dimensions shown are in metres unless indicated otherwise.

Prior to any construction, the contractor must confirm the precise location, invert level and pipe diameter of the receiving drainage system, and the existing combined network. Lees Roxburgh must be advised immediately of any variation to that which the design has been based.

Proposed Site Boundaries

-

Rev:	Revisión:	By:	Date:
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WAS 7BH www.leestoxburgh.co.uk\$16M

AUTHORISED
SIGNATURE

EXECUTED as a DEED by KIER)
COMMUNITY LIVING LLP acting)
by two attorneys acting under)
a power of attorney)
dated 20/08/19)
21 August 2019

Attorney (1) signature

JAMES HINES

Full Name

Attorney (2) signature

Sue Warwick

Full Name

Both in the presence of

Signature of Witness: M. Mcra

Name (in BLOCK CAPITALS):.....

MIKOLAJ MARS

Address: Genesis Centre, Birchwood,
WARRINGTON, WA3 7BL


Witness Occupation: Trainee Technical co-ordinator


EXECUTED AS A DEED by affixing)
THE COMMON SEAL of)
UNITED UTILITIES WATER LIMITED)
in the presence of:-)

Authorised Signatory



SIGNED AS A DEED by)
P Harris and)
L BERTON)
as attorneys for and on behalf of)
NATIONAL HOUSE-BUILDING COUNCIL)
under a Power of Attorney dated)
6th December 2016)


.....
As attorney for National House-Building Council


.....
As attorney for National House-Building Council

Customer Support Team Leader
Customer Services

Appendix 4: PROFORMA SuDS MAINTENANCE CHECK LIST

Table 1: SuDS Maintenance Inspection Checklist

GENERAL INFORMATION			
Site ID			
Site Location and co-ordinates (GIS if appropriate)			
Elements forming the SuDS scheme		Approved Drawing Reference(s)	
Inspection frequency		Approved Specification Reference	
Type of development		Specific purpose of any parts of the scheme (e.g. biodiversity, wildlife and visual aspects)	

	Inspection date				Inspection date			
	Details	Y/N	Action required	Date Completed	Details	Y/N	Action required	Date Completed
GENERAL INSPECTION ITEMS								
Is there any evidence of erosion, channelling, ponding (where not desirable) or other poor hydraulic performance?								
Is there any evidence of accidental spillages, oils, poor water quality, odours, nuisance insects?								
Have any health and safety risks been identified to either the public or maintenance operatives?								
Is there any deterioration in the surface of permeable or porous surfaces (e.g. rutting, spreading of blocks or signs of ponding water)?								

	Inspection date				Inspection date			
	Details	Y/N	Action required	Date Completed	Details	Y/N	Action required	Date Completed
SILT/SEDIMENT ACCUMULATION								
Is there any sediment accumulation at inlets (or other defined accumulation zones such as the surface of filter drains or infiltration basins and within proprietary devices)? If yes, state depth (mm) and extent Is removal required? If yes, state waste disposal requirements and confirm all waste management requirements have been complied with (consult Environment Agency or SEPA).								
Is surface clogging visible (potentially problematic where water has to soak into the underlying construction or ground (e.g. under-drained swale or infiltration basin)?								
Does permeable or porous surfacing require sweeping to remove silt?								
SYSTEM BLOCKAGES / LITTER BUILD UP								
Is there evidence of litter accumulation in the system? If yes, is this a blockage risk?								
Is there any evidence of any other clogging/blockage of outlets or drainage paths?								
VEGETATION								

	Inspection date				Inspection date			
	Details	Y/N	Action required	Date Completed	Details	Y/N	Action required	Date Completed
Is the vegetation condition satisfactory (density, weed growth, coverage etc.)? (Check against approved planting regime.)								
Does any part of the system require weeding / pruning / mowing? (Check against maintenance frequency stated in approved design.)								
Is there any evidence of invasive species becoming established? If yes, state action required.								
INFRASTRUCTURE								
Are any check dams or weirs in good condition?								
Is there evidence of any accidental damage to the system (e.g. wheel ruts?)								
Is there any evidence of cross connections or other unauthorised inflows?								
Is there any evidence of tampering with the flow controls?								
Are there any other matters that could affect the performance of the system in relation to the design objectives for hydraulic, water quality, biodiversity and visual aspects? (Specify.)								
OTHER OBSERVATIONS								
Information appended (e.g. photos)								

	Inspection date				Inspection date			
	Details	Y/N	Action required	Date Completed	Details	Y/N	Action required	Date Completed
SUITABILITY OF CURRENT MAINTENANCE REGIME								
Continue as current								
Increase maintenance								
Decrease maintenance								
NEXT INSPECTION								
Proposed date for next inspection								