

TOWN & COUNTRY PLANNING ACT 1990 (AS AMENDED)

PLANNING APPEAL BY WAIN HOMES (NORTH WEST) LIMITED

AGAINST THE REFUSAL OF FULL PLANNING PERMISSION

BY HIGH PEAK BOROUGH COUNCIL

**FOR A RESIDENTIAL DEVELOPMENT OF LAND AT DINTING VALE, DINTING,
GLOSSOP, DERBYSHIRE**

EXPLANATORY NOTE

**THE APPELLANT'S POSITION FOLLOWING RECEIPT OF FURTHER STATEMENTS
FROM HIGH PEAK BOROUGH COUNCIL AND DERBYSHIRE COUNTY COUNCIL ON
31 MAY 2024**

PINS REFERENCE: APP/H1033/W/24/3339815

LPA REFERENCE: HPK/2022/0456

7 JUNE 2024

1. INTRODUCTION

INTRODUCTION

- 1.1 This explanatory note sets out the Appellant's position following the receipt of further statements from High Peak Borough Council (HPBC) and Derbyshire County Council (DCC) on 31 May 2024 concerning the proposed financial contribution in respect of an off-site multi user link between the appeal site and the Trans Pennine Trail (TPT). It has been prepared with the input of the Appellant's witnesses covering highways and transportation (Mr Roberts), engineering (Mr Nichols) and planning (Mr Hourigan).
- 1.2 At the outset it is worth establishing that matters have been raised by DCC very late in the appeal proceedings. The appeal was submitted on 29 February 2024 (the Appellant having given the requisite 10 working days' Notice of its intention to appeal and request a Public Inquiry) and DCC will have been notified of the appeal by HPBC as DCC had submitted comments on the application to HPBC.
- 1.3 No response to the appeal was issued by DCC by 19 April 2024 (that being the date set out in the start letter by which interested parties were to lodge representations with PINS). In fact the first the Appellant knew of the issues was during discussions on the Section 106 Agreement in late May 2024.
- 1.4 Having reviewed the two statements now provided it appears that the Appellant finds itself (through no fault of its own) caught in a dispute between HPBC and DCC which is totally unsatisfactory this late in the appeal.
- 1.5 The Appellant welcomes the opportunity afforded to it by the Inspector to set out its position and this is as follows.

COMMENTS ON THE STATEMENT OF DCC

- 1.6 Firstly, it is worth noting the chain of correspondence between HPBC and DCC (that appears at Appendix 1 of DCC's statement) in that the Appellant is not copied into any of that correspondence so it is unsurprising that the current issues have come without warning to it so late in the appeal process.
- 1.7 Secondly, the first time (26 October 2024) DCC (via Mr Donaldson) say to the LPA that the off-site link is unacceptable (because the highways in the development are not going to be adopted by DCC) is on 26 October 2023. It should be pointed out that by this point Members of HPBC's Development Control Committee had resolved to refuse full planning permission at the meeting of the Development Control Committee on 23 October 2023 although the Decision Notice (DN) did not materialise until 27 October 2024.
- 1.8 Mr Donaldson's response appears to be contradictory to that of his colleague Mr Tilley who refers in Appendix 1 of the DCC Statement to the comments on the application of 3 July 2023 and 28 November 2022. In summary terms the Appellant's understanding was that it would build the multi user link up to the south west boundary of land under its control and would make a financial contribution towards the provision of a link on DCC owned land between that point and the TPT circa 240 metres away. Indeed that was the basis upon which the application was reported to HPBC's Development Control Committee (see Paragraph 7.10.6 - 7.10.7 & 7.18.13 - 7.18.14 of **CD3.1**). Further it was the basis on which the Appellant proceeded with the appeal on 29 February 2024 i.e. the funds requested for building the off-site-link would be paid in full.
- 1.9 DCC appear to now be going back on what was agreed with regard to the off-site link during the course of the application in now stating (Paragraph 2 of the main body of their statement) that the Council's sustainable travel team only supported the off site link because they thought the roads in the development were to be adopted. None of the consultation responses (reproduced in Appendix 1 of the DCC Statement) from that team make their support contingent on adoption of highways within the development.
- 1.10 As to the criticism levied by DCC regarding adoption of the roads within the development this is dealt with in the evidence of Mr David Roberts and Mr Richard Nicholas; particularly in relation to gradients and why DCC's desired gradient cannot be achieved. In summary terms it is noted that

there are no highways Reasons for Refusal (RfR) relating to the development as set out in the Council's DN.

- 1.11 Furthermore, DCC could opt to adopt the roads within the development but it is choosing, at this point, to say that it will not do so. In that respect following receipt of DCC's statement the Appellant has acquired a copy of the Section 38 Agreement (adoption) relating to the Linglongs Road development in Whalley Bridge (**Appendix 1**). That scheme is referred to in the PoE of Mr Nichols (from paragraph 2.10 onwards) and the parallels to the appeal scheme are notable in terms of gradients. It is notable that having had the opportunity to review the Appellant's evidence on highways and engineering matters DCC make no comment whatsoever on the Linglongs Road scheme in their latest statement.
- 1.12 As to DCC's objection to adoption due to gradients attention is drawn to the Section 38 Agreement in **Appendix 1**. In that respect the following points are noteworthy:
- That similar to the appeal scheme there are no direct dwelling accesses off the adoptable highway along the section of 1 in 10 highway. However, in the Linglongs Road scheme there are two junctions (Road 2 and Road 3) that are formed within the section of Road 1 where the gradient is 1 in 10. In contrast the appeal scheme has no junctions along the section of 1 in 10. Mr Nichols considers it preferable to have no side junctions where the steeper gradient is proposed which is the approach adopted by the appeal scheme.
 - The Section 38 Agreement is dated 18 October 2023 which is around the time the appeal scheme was being determined by HPBC and the objections raised in correspondence with HPBC by DCC to the appeal scheme on the basis of gradients. Clearly DCC is taking an inconsistent approach between the appeal site and the Linglongs Road scheme when the matter of adoption is concerned and without any justification in its latest statement.
- 1.13 As to the criticism that the off-site link could be closed at any time by the private owner of the appeal site this could be easily dealt with by way of a planning obligation and will be provided for within the Section 106 Agreement which is to provide for the owner not to gate or block the link and keep the access open and available for use.
- 1.14 As to the suggestion by DCC that the developer was aware of the concerns of DCC with regard to the off-site link that is not correct as noted above. Indeed the points raised on Page 2 of the DCC statement all refer to post determination correspondence which the Appellant was not copied into

and was not aware of until it was provided in the DCC Statement to this public inquiry in response to the Inspector's request.

- 1.15 Finally, with regards to the DCC recommendation of refusal this is dealt with in the evidence of Mr Roberts and Mr Nichols and there is no need to repeat the points again here other than to say the position is not shared by HPBC or the Appellant.

COMMENTS ON THE STATEMENT OF HPBC

- 1.16 It is noted that HPBC say that the link would improve the sustainability merits of the site. They are now not saying in their formal statement that the link is necessary to make the development acceptable in planning terms and failure to fund the link would not cause a conflict with any Development Plan policy.

THE APPELLANT'S POSITION

- 1.17 The Appellant's position (at the time of writing) is as follows:
- The Appellant is making provision within the Section 106 Agreement for payment of the funds for the off-site link as required by HPBC, such funds to be paid on occupation of the 20th dwelling.
 - The funds will be repayable to the Appellant (with interest) in the event that they are not used for the purposes specified and with a timescale (at the time of writing) yet to be agreed.
 - The Section 106 Agreement will contain a negative obligation not to block or gate the link on land in the control of the Appellant and a positive obligation to keep the access open and available for use.
 - The Section 106 Agreement contains management provisions for all publicly accessible land and any roads within the development which are not adopted by DCC.
 - The Section 106 Agreement will contain a blue pencil clause which will allow obligations to be struck out if the Inspector finds that they do not meet all of the tests set out in Regulation 122(2) of the Community Infrastructure Regulations 2010 (As amended)

- 1.18 In the event that DCC refuse to enter into the Section 106 Agreement with provision made for the off-site link the matter will be removed from the bi-lateral agreement and will be the subject of a separate Unilateral Undertaking (UU); that undertaking will provide for:
- Offering the monies for the off site link to DCC at commencement of development.
 - If DCC refuse the offer of funding for the off-site link at the commencement of development the monies will be paid to HPBC.
- 1.19 As to the Appellant's position on the weight to be afforded to the link this is dealt with in Chapter 14 of Mr Hourigan's PoE wherein at Table 3 the provision of the link is described as having a positive effect. That is because it is recognised as a benefit that the development would deliver to the new and existing community should it be provided.
- 1.20 As an aside to all of the foregoing the Inspector will note when he visits the site that local permissive pedestrian routes currently exists across the appeal site which link to DCC and third party land to the south west. Both these adjoining land parcels also have permissive pedestrian routes across them and, whilst it is recognised that the adjoining landowners could prevent access at any point in the future to their land, as things stand access is available for pedestrians to connect to the TPT. Notably as one of the landowners is DCC (who clearly wish to encourage access to the TPT) it would perhaps seem counter productive to its stated aims if such access were to be prevented in the future even if the link proposed to be funded by the Appellant in this case did not materialise.

Ends.

APPENDIX 1

DATED

18 October

2023
~~2021~~

BDW TRADING LIMITED

- and -

THE DERBYSHIRE COUNTY COUNCIL

A G R E E M E N T

**Under Section 38 of the Highways Act 1980 relating
to a development at Linglongs Road Whaley Bridge**

File No: 102176

**HELEN BARRINGTON
MATLOCK**

SECTION 38 HIGHWAYS ACT 1980

DEVELOPMENT AT: LINGLONGS ROAD WHALEY BRIDGE

SCHEDULE

Date of the Agreement: 18 October 2023

The Developer: **BDW TRADING LIMITED** incorporated and registered in England and Wales with company number 03018173 whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, LE67 1UF

The Council: **THE DERBYSHIRE COUNTY COUNCIL** whose principal office is at County Hall, Matlock, Derbyshire, DE4 3AG

The Land: The land situated at south side of Macclesfield Road, Whaley Bridge, Derbyshire being land comprised within Title No DY537064

The Planning Consent: The planning permission (ref: HPK/2017/0247) granted by High Peak Borough Council on 3 October 2018

The Constructional Approval: The approval issued by The Council to The Developer on the date of 30 June 2020

The Construction Period (Clause 1.2 and others): 2 years from the date of the Agreement

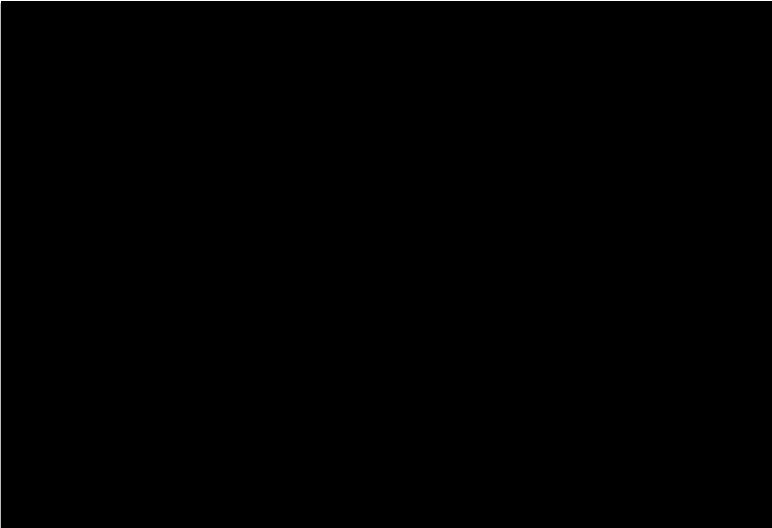
The Inspection Fee (Clause 1.7):

The Maintenance Period (Clause 1.10):

The Legal Fees (Clause 1.12):

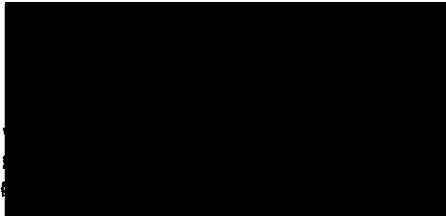
The Guarantee Sum (Clause 1.13):

The Commuted Sum (Clause 1.20):



EXECUTED as a DEED by)
BDW TRADING LIMITED by:)
_____ And)

_____)
In exercise of the powers conferred)
on them by a Power of Attorney dated)
~~1 November 2021~~ in the presence of:)
26TH OCTOBER 2022.



Executed as a deed by affixing THE COMMON SEAL of)
THE DERBYSHIRE COUNTY COUNCIL)
in the presence of)



PP

Director of Legal Services

Number in Seal
Book 2023/1452

THIS AGREEMENT is made under the provisions of Section 38 of the Highways Act 1980 on the date stipulated in the Schedule **BETWEEN THE DEVELOPER** named in the Schedule and **THE COUNCIL** named in the Schedule

(a) In this Agreement where the context so admits the following expressions shall have the following meanings:-

- "the Construction Period" the period stipulated in the Schedule
- "the Constructional Approval" means the constructional approval of The Council specified in the Schedule
- "the Highways Officer" means the Executive Director of Place for the time being of The Council
- "the Land" means the land described in the Schedule
- "the Plan" means the plan annexed to this Agreement referenced 466/ED/38 Rev H or such other plan may from time to time be substituted therefor by agreement between The Council and The Developer
- "the Road" means the road or roads that The Developer is proposing to construct on the Land as part of the development authorised by The Planning Consent specified in the Schedule and the Road is shown coloured brown on the Plan
- "the Schedule" means the Schedule preceding this Agreement and executed by The Developer and The Council
- "the Specification" means The Council's approved Design and Specification Guide for New Roads current at the date of this Agreement

"the Statutory Undertaker" means an "undertaker" as defined in Sub-Section 48(5) of the New Roads and Street Works Act 1991

"the Surety" means National House Building Council who has agreed to provide the guarantees referred to in Clause 1.13

"the Works" means the construction sewerage levelling paving metalling flagging channelling kerbing draining lighting and any other works in connection with the construction of the Road within the Land including any works as may be necessary for the purpose of joining the Road to a highway maintainable at the public expense which shall include a carriageway

(b) Any reference to a Clause not otherwise attributed is a reference to a Clause or Sub Clause of this Agreement

(c) Words importing the corporate include the masculine and feminine genders

WHEREAS :-

(1) The Council is the Local Highway Authority for the area in which the Land is situated

(2) The Developer is registered with an absolute freehold title to the Land or is seized of the Land for an estate of fee simple in possession and has power to dedicate the Land for public use

(3) The Developer proposes that the Road shall be dedicated for public use on completion of the Works and that upon acceptance by The Council under Clause 2.1 it shall become a highway maintainable at the public expense which proposal The Council has agreed to upon the terms and conditions hereinafter appearing

1. **THE DEVELOPER HEREBY COVENANTS WITH THE COUNCIL** as follows:-

1.1 That The Developer shall ensure that prior to the commencement of the Works it has full right liberty and consent to carry out such of the Works as are necessary for the purpose of connecting the Road to a highway maintainable at the public expense and The Developer warrants to The Council that it will maintain such rights and consent throughout the duration of this Agreement

1.2 That The Developer shall within the Construction Period carry out the Works to the reasonable satisfaction in all respects of the Highways Officer in accordance with the Plan the Specification and the Constructional Approval

1.3 That The Developer shall ensure that no building having a frontage to the Road shall be occupied until the Road has been constructed to formation level to the full width and foundations and binder course surfacing has been laid to the carriageway and foundations have been laid to the footway and all drainage work has been carried out and gas electricity water and all other underground services telecommunication cables surface water gullies and connections have been installed and all such works have been carried out to the reasonable satisfaction in all respects of the Highways Officer and in full conformity with the Specification and the Constructional Approval

1.4 That The Developer shall at his own expense provide and affix name plates to the Road to the reasonable specification and satisfaction of the District Council in whose area the Land is situated

1.5 That The Developer will not undertake any part of the Works contrary to any of the plans or drawings referred to in the Constructional Approval without the prior written approval of the Highways Officer which cannot be unreasonably withheld or delayed

1.6 That The Developer shall during the continuance of the Works give to or procure for The Council and all persons authorised by it full and free access to the Land or any part thereof for the purpose of inspecting the Works and all materials used or intended to be used in the carrying out of the Works **AND** if any defects to the Works or materials used are found or if the Works or materials used do not conform with the Specification and the Constructional Approval then The Developer shall forthwith make good such defects or do such things as are necessary to ensure that the Works conform with the Specification or the Constructional Approval

1.7 That The Developer shall forthwith pay to The Council the Inspection Fee for the purpose of covering the costs of The Council arising out of the inspection of the Works and associated administrative duties **PROVIDED THAT** if any additional testing of formation materials or products is required by reason of the supply of inadequate or inaccurate test results by The Developer or the use by The Developer of substandard materials then The Developer shall forthwith pay to The Council a sum equal to the costs incurred by The Council (as certified by the Highways Officer) in carrying out such additional testing

1.8 That The Developer shall not assign its obligation or rights arising from this Agreement

1.9 That The Developer will prior to commencement of the Works submit to the Highways Officer for inspection any contract documents or other agreements of whatever nature which relate to the Works or the carrying out thereof as the Highway Officer may reasonably require

1.10 That The Developer will upon completion of the Works maintain the same for The Maintenance Period or such other period which may be specified at The Developer's request by the Highways Officer in his absolute discretion

1.11 That The Developer will make to the reasonable satisfaction of the Highways Officer arrangements and enter into Agreements with the appropriate statutory undertaker under the provisions of Section 104 of the Water Industry Act 1991 for the adoption of the sewers in the Road

1.12 That The Developer shall forthwith pay to The Council the Legal Fees as a contribution towards The Council's legal costs incurred in the preparation and completion of this Agreement and matters arising therefrom

1.13 That The Developer will at its own expense procure for the benefit of The Council a guarantee or guarantees for the performance of The Developer's obligations arising under this Agreement such guarantees being by means of Bonds with The Surety providing for The Developer and The Surety to be jointly and severally bound to The Council for the payment of The Guarantee Sum and upon such terms as The Council shall reasonably require at any time before acceptance of the Road under Clause 2.1 having regard to such obligations of The Developer

1.14 That The Developer will indemnify and keep indemnified The Council against (a) all foreseeable and reasonable costs actions proceedings claims and demands arising out of the non-observance non-performance or other breach of The Developer's obligations by the Developer that arise under this Agreement and upon reasonable notice will reimburse The Council with all expenditure it may incur in relation to such costs actions proceedings claims and demands and (b) in particular (but without prejudice to the generality of the foregoing) all reasonable claims made pursuant to Part I of the Land Compensation Act 1973 and the Noise Insulation Regulations for the time being in force arising from the use of the Road together with statutory interest legal costs and surveyor's fees incurred either by The

Council or any third party whose costs The Council is obliged to pay in connection with the processing and settlement of any such claims

1.15 That in the event of The Developer not having completed the Works within The Construction Period The Developer may apply in writing to The Council for an extension of The Construction Period such extension to be subject to such terms and conditions as The Council may reasonably specify and on payment of the reasonable sums specified for such extensions from time to time published in The Council's Schedule of Fees and Charges and of which notice in writing is served by the Executive Director of Place on The Developer and The Surety and The Developer shall pay to The Council any reasonable costs incurred by The Council in considering The Developer's application **PROVIDED THAT** the granting of such extension shall be at The Council's absolute discretion and The Council may refuse to grant any extension without specifying reasons to The Developer

1.16 The Developer will prior to the commencement of the Works submit to the Highways Officer for inspection a copy of the Health and Safety file

1.17 That The Developer shall undertake to pay reasonable abortive costs should The Developer withdraw from the Agreement

1.18 That The Developer shall undertake to pay all reasonable material and soil testing costs in connection with the site inspection of the Works

1.19 The Developer will prior to the adoption of the works pay The Commuted Sum to The Council for the future maintenance of the highway drainage

2. THE COUNCIL HEREBY COVENANTS WITH THE DEVELOPER as follows:-

2.1 To accept and maintain the Road in perpetuity **PROVIDED THAT** there shall be no obligation upon The Council to so accept the Road until the Highways Officer shall have certified that:-

- (a) not less than seventy five percent (75%) of the plots fronting onto the Road have been built-up and occupied and
- (b) the Works have been completed in accordance with Clause 1.2 and
- (c) the Works have been maintained in accordance with Clause 1.10 and any defects or wants of repair have been made good to the entire satisfaction in all respects of the Highways Officer and
- (d) the Road has been directly connected to a highway maintainable at the public expense which shall include a carriageway and
- (e) the arrangements in respect of the sewers in the Road have been made in accordance with Clause 1.11 and in addition the Developer has evidenced to the Highways Officer's reasonable satisfaction that the maintenance period of any sewer constructed on or under the Road in accordance with the Agreement required at Clause 1.11 has expired and
- (f) if the Road forms part of a development for which associated highway works are to be undertaken in accordance with the provisions of an Agreement made under Section 278 Highways Act 1980 (or any statutory modification or re-enactment thereof) the completion of such highway works in accordance with the provisions of that Agreement and

(g) The Developer having procured any guarantee as The Council may have required under Clause 1.13 and

(h) The Developer has delivered to the Highways Officer drawings showing the Works as constructed

2.2 That The Council will upon acceptance of the Road serve and publish such notices and do all such acts and things as may be required to ensure that the Road shall become a highway maintainable at the public expense and shall in writing inform The Developer accordingly

3. **IT IS HEREBY AGREED AND DECLARED** as follows:-

3.1 The Schedule is incorporated into this Agreement and the words and expressions defined therein apply to this Agreement

3.2 The covenants on the part of The Developer contained in Clauses 1.2 to 1.6 and 1.10 to 1.11 are planning obligations for the purposes of Section 106 of the Town and Country Planning Act 1990 and shall be enforceable by The Council (being a local planning authority) accordingly

3.3 That the provisions of the Contracts (Rights of Third Parties) Act 1999 shall be expressly excluded from this Agreement

3.4 That if The Developer shall be in breach of any of the obligations on its part contained in this Agreement in relation to the Works and the maintenance of the Works The Council may by written notice to The Developer require the breach to be remedied in the manner specified in the notice within such reasonable period (except in the case of emergency being not being less than 28 days) specified in the notice. If The Developer shall fail to remedy the breach in accordance with the requirements of the notice then (and without prejudice to any other rights and remedies available to it) The Council by its own employees or contractors shall be entitled to enter upon the Land and execute complete restore or maintain the Works

and recover reasonable costs incurred by it as certified by the Highway Officer (including all administrative costs and supervision costs) from The Developer who shall pay the same on demand

3.5 If any sum of money payable by The Developer to The Council under the provision of this Agreement shall not be paid within 21 days of a proper demand being made by The Council or where specified in this Agreement within 21 days of being due then such sum shall bear interest from the date of the demand or the date due as the case may be until the date of payment at a rate of 3% above the base rate of the Cooperative Bank plc for the time being

3.6 Any dispute or difference arising out of the provisions of this Agreement shall be referred to a single arbitrator to be agreed between the parties or in default of agreement to be nominated at the election of either party by the President for the time being of the Institution of Civil Engineers for determination in accordance with the Arbitration Acts for the time being in force

3.7 All notices to be given under the provisions of this Agreement shall be sent addressed to The Council or The Developer as the case may be at their respective addresses shown in the Schedule or such other addresses as either party shall have by previous written notice notified to the other party and all notices shall be deemed to have been received on the second working day after posting if sent correctly addressed as aforesaid by ordinary first class post recorded delivery post or registered post but service shall not be effected by facsimile transmission by electronic mail or by similar technology

IN WITNESS whereof the parties hereto have executed this Agreement as a Deed the day and year first before written by the execution of the Schedule

NOTE

THE ATTENTION OF THE DEVELOPER AND THE SURETY AND THEIR REPRESENTATIVES AND PROFESSIONAL ADVISERS IS DRAWN TO THE FOLLOWING

All queries to and correspondence with The Council regarding the subject matter of the Agreement and its supporting Bond must be addressed in the first instance to :

**The Executive Director of Place
Derbyshire County Council
County Hall
Matlock
Derbyshire
DE4 3AG**

**RESPONSES TO QUERIES AND CORRESPONDENCE MAY BE DELAYED IF
ADDRESSED ELSEWHERE**



WARNING TO HOUSE-PURCHASERS
Property Misdescriptions Act 1991

REV	DESCRIPTION	DATE	DRAWN
H	Pedestrian footpath adoptable area extended to Macclesfield Road	03.02.21	CD
G	Junction onto Linglongs Road removed as part of S278	03.09.19	CD
F	Footpath widened adjacent to Plots 70 & 85	17.04.19	CD
E	Pedestrian connection to Macclesfield road hatched adoptable. Drainage added	10.04.19	FB
D	Road 4 extended	11.01.19	CD
C	Hatching amended to suit the latest planning layout.	27.11.18	FB
B	Entrance to Macclesfield Road removed	22.06.18	CD
A	Adoption areas revised to planning layout revision 1	17.01.18	CD



**BARRATT
HOMES**

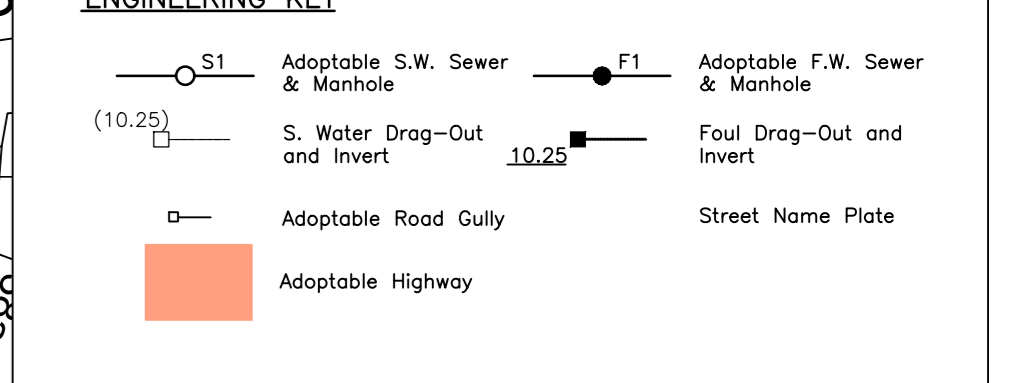
MANCHESTER

Barratt Homes Manchester
(A division of BDW Trading Ltd)
4 Brindley Road
City Park
Manchester
M16 9HQ
Tel: 0161 872 0161
Fax: 0161 855 2828

Job Linglongs Road Whaley Bridge			
Title Engineering Layout Section 38 Adoption Plan			
Design By FB	Date 07.06.17	Drawing Number 466/ED/38	Rev H
C.A.D By FB	Scale @ A0 1:500		



WARNING TO HOUSE-PURCHASERS
 Property Measurements Act 1980
 Buyers are warned that this is a working drawing and is not intended to be treated as a descriptive matter describing, in relation to any particular property or development, any of the specified matters prescribed by any Order made under the above Act. The contents of this drawing may be subject to change at any time and alterations and variations may occur during the progress of the works without revision of the drawing. Consequently the layout, form, content and dimensions of the finished construction may differ materially from those shown. Nor do the contents of this drawing constitute a contract, part of any contract or warranty.



ENGINEERING NOTES

1. All adoptable drainage works have been designed and are to be constructed in accordance with 'Sewers for Adoption, 6th Edition', and 'Water 1988' (addendum for Sewer for adoption 6th Edition). Where specifications conflict, the latter shall take precedence.
2. United Utilities Standard details to be used are:

- SIN/19/00/A Manhole Type 1
- SIN/19/00/A Manhole Type 2 and Invert Access Detail
- SIN/19/00/A Outer Surface Water Manhole Detail - Restricted Headroom (less than 2.0m) - For Pipe Sizes 450mm and Above
- SIN/19/00/A Flow Control Manhole Detail
- SIN/19/00/A General Manhole Detail
- SIN/19/00/A Pipe Building Detail
- SIN/19/01/A Variable Manhole - Guidance Notes
- SIN/19/01/A Manhole Type 1 and Typical Invert Detail
- SIN/19/01/A Typical Invert Detail Type 2 & Type 3

3. All clay pipe work shall be Extra Strength Clayware to BS 205 and BS 65 (200 pipes only).
4. All present concrete pipework shall be to Class 120 in accordance with BS5911 Part 1, BS EN 1916 and bear the BS Mark.
5. All adoptable drainage to be bedded in Class 5 granular surround unless otherwise stated.
6. All concrete manholes and soakaway rings, concrete cover slabs and C&G to be manufactured to BS EN 1917 and BS 5911 Part 3.
7. All levels relate to Ordnance Datum. Contractor to ensure that this drawing is read in conjunction with the site specific Topographic Survey provided by Barratt Manchester and the Benchmark information provided.
8. This drawing is to be read in accordance with all other relevant drawings.
9. The contractor shall be responsible for ensuring that any existing invert levels indicated on the drawings are correct before work commences.
10. All proposed connections to the sewer shall be 1200 unless stated otherwise.
11. All private house drainage shall be 1000 and all drop-out connections shall be 1500 at a minimum gradient of 1:80 unless otherwise stated and in accordance with Part H of the Building Regulations.
12. Runoff from private surfaces shall not discharge across the highway. Gullies or channels shall be provided as appropriate to prevent this.
13. Pave coverings shall be provided at the invert target points of all junctions.
14. Pipes shall be protected from concentrated loading by construction traffic during the construction period when finished cover to the pipe may make them vulnerable to damage.
15. In situ CBR tests of the road formation level are to be carried out to determine the depth of pavement construction required. This is to be approved by the adopting authority prior to construction of the road pavements.
16. Contractor to ensure that joint drainage be within the carriage of the plot they serve where possible and inspection covers kept within landscaping where possible.
17. Contractor to provide limited utilities with sufficient notice prior to commencement of Sewer works on their inspectors telephone number: 0161 842 8406.
18. Contractor to obtain all necessary Highway opening notices from the relevant Local Authority, obtain approval to work in Urban Odour Sweeping System, obtain approval to method statement from the Environment Agency for any works affecting a watercourse.

REV	DESCRIPTION	DATE	DRAWN
H	Pedestrian footpath adoptable area extended to Macclesfield Road	03.02.21	CD
G	Junction onto Linglongs Road removed as part of S278	03.09.19	CD
F	Footpath widened adjacent to Plots 70 & 55	17.04.19	CD
E	Pedestrian connection to Macclesfield road hatched adoptable. Drainage added	10.04.19	FB
D	Road 4 extended	11.01.19	CD
C	Hatching amended to suit the latest planning layout.	27.11.18	FB
B	Entrance to Macclesfield Road removed	22.06.18	CD
A	Adoption areas revised to planning layout revision 1.	17.01.18	CD

REV	DESCRIPTION	DATE	DRAWN
H	Pedestrian footpath adoptable area extended to Macclesfield Road	03.02.21	CD
G	Junction onto Linglongs Road removed as part of S278	03.09.19	CD
F	Footpath widened adjacent to Plots 70 & 55	17.04.19	CD
E	Pedestrian connection to Macclesfield road hatched adoptable. Drainage added	10.04.19	FB
D	Road 4 extended	11.01.19	CD
C	Hatching amended to suit the latest planning layout.	27.11.18	FB
B	Entrance to Macclesfield Road removed	22.06.18	CD
A	Adoption areas revised to planning layout revision 1.	17.01.18	CD

BARRATT HOMES
MANCHESTER

Barratt Homes Manchester
 (A division of BDW Trading Ltd)
 4 Brindley Road
 City Park
 Manchester
 M16 8JG
 Tel: 0161 872 0161
 Fax: 0161 855 2828

Job: Linglongs Road Whaley Bridge

Title: Engineering Layout Section 38 Adoption Plan

Design By	Date	Drawing Number	Rev
FB	07.06.17	466/ED/38	H
C.A.D. By	Scale @ A0		
FB	1:500		

