

3 May 2019

CHERWELL DISTRICT COUNCIL

-and-

OXFORDSHIRE COUNTY COUNCIL

-and-

COUNTRYSIDE PROPERTIES (BICESTER) LIMITED

-and-

COUNTRYSIDE PROPERTIES (UK) LIMITED

-and-

AVIVA INSURANCE LIMITED

~~draft~~

Settlement Agreement and Deed of Variation
to Planning Agreement of 27 June 2008
relating to Whitelands Farm, South West Bicester
Oxfordshire (and related matters)

JT/29597

~~Draft~~ April 2019

Nick Graham
Director of Law & Governance and Monitoring Officer
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND

THIS DEED is made the *Third* day of

May

2019

BETWEEN:-

- (1) **CHERWELL DISTRICT COUNCIL** of Bodicote House Bodicote Banbury Oxfordshire OX15 4AA ("the District Council")
- (2) **OXFORDSHIRE COUNTY COUNCIL** whose principal office is at County Hall New Road Oxford OX1 1ND ("the County Council")
- (3) **COUNTRYSIDE PROPERTIES (BICESTER) LIMITED** (company number 4165427) whose registered office is at Countryside House the Drive Brentwood Essex CM13 3AT ("the First Owner")
- (4) **COUNTRYSIDE PROPERTIES (UK) LIMITED** (company number 614864) whose registered office is at Countryside House the Drive Brentwood Essex CM13 3AT ("CPUK")
- (5) **AVIVA INSURANCE LIMITED** (company number SC002116) whose registered office is at Pitheavlis, Perth, PH2 0NH ("the Mortgagee")

RECITALS

- (A) The District Council is the local planning authority for the purposes of the 1990 Act for the area in which the Land (as defined in the Principal Agreement.)
- (B) The County Council is the county planning authority for the purposes of the 1990 Act and has for the area in which the Land is situated sundry powers and duties in respect of education, the provision of library facilities, museums, social care, waste disposal, and in respect of highways and the regulation of traffic.

- (C) The Principal Agreement was made pursuant to Section 106 of the 1990 Act in relation to the Land.
- (D) The First Owner is the freehold owner of the part of the Land that is registered under Title No. ON223414 and which is subject to various charges in favour of the Mortgagee and to the interest of CPUK as the owner of an option to purchase part of the Land but otherwise free from encumbrances.
- (E) The parties have agreed to enter into this Deed including varying the Principal Agreement (in so far as it relates to their interest in the Land) so as to address and settle certain outstanding matters relating to the Secondary Education Site.

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Deed the following words and phrases shall have the following meanings:-

“Deposits”	means the previous importing of engineering fill materials onto the Secondary Education Site
“Deposit Remedial Strategy”	means the document annexed to this Deed at Appendix 1
“Deposit Remedial Works”	means the excavation and removal of the Deposits and replacement with acceptable fill materials at the Secondary Education Site in

	accordance with the Deposit Remedial Strategy
“ Green Land”	the land at Kingsmere Phase 1 Bicester and coloured green on the plan attached to this Deed and marked Appendix 3
“Principal Agreement”	<p>means a Planning Obligation by Deed of Agreement dated 27 June 2008 and made between A D Woodley Limited (1) Medical Centre Developments Limited (2) Richard Warren Jones (3) Countryside Properties (Bicester) Limited (4) The General Practice Finance Corporation Limited (5) Cherwell District Council (6) Oxfordshire County Council (7) relating to planning permission 06/00967/OUT as subsequently varied by</p> <p>(a) a Deed of Modification dated 8 April 2010 and made between Countryside Properties (Bicester) Limited (1) Medical Centre Developments Limited (2) The General Practice Finance Corporation Limited (3) Aviva Insurance UK Limited (4) Cherwell District Council (5) and the Oxfordshire County Council (6); and</p> <p>(b) a Deed of Modification dated 30 August 2011 Countryside Properties (Bicester) Limited (1) Aviva Public Private Finance Limited (2) Aviva</p>

	<p>Insurance UK Limited (3) and the Oxfordshire County Council (4)</p> <p>(c) a Deed of Agreement and Release dated 30 August 2011 and made between Cherwell District Council (1) Oxfordshire County Council (2) Countryside Properties (Bicester) Limited (3) Aviva Public Private Finance Limited (4) Aviva Insurance UK Limited (5)</p> <p>d) a Deed of Modification dated 6 August 2015 and made between Countryside Properties (Bicester) Limited (1) Countryside Properties (UK) Limited (2) Aviva Public Private Finance Limited (3) Aviva Insurance UK Limited (4) Cherwell District Council (5) The Oxfordshire County Council (6) Cherwell District Council (7) Bromford Housing Association Limited (8) and Paradigm Homes Charitable Housing Association Limited (9)</p> <p>e) a Supplemental Planning Obligation and Deed of Variation dated 15 August 2016 made between Cherwell District Council (1) Oxfordshire County Council (2) Countryside Properties (Bicester) Limited (3) Linden Limited (4) Persimmon Homes Limited (5) Bellway Homes</p>
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	<p>Limited (6) Countryside Properties (UK) Limited (7) Aviva Public Private Finance Limited (8) Aviva Insurance Limited (9)</p> <p>f) a Deed of Variation of Planning Agreement dated 13 September 2016 made between Cherwell District Council (1) Oxfordshire County Council (2) Countryside Properties (Bicester) Limited (3) Countryside Properties (UK) Limited (4) Aviva Public Private Finance Limited (5) Aviva Insurance Limited (6)</p>
<p>“Section 38 Agreement”</p>	<p>means an agreement further to inter alia Section 38 Highways Act 1980 dated 21 August 2018 between Countryside Properties (Bicester) Limited (1) and Oxfordshire County Council (2) for the construction and dedication and adoption of the Spine Road and other roads at the Land and the terms “the Works” and “Roads (Phase 3) and the ”Drawing Phase 3” in clause 4.3 and as applicable 4.4 of this Agreement shall have the meanings assigned to them in the Section 38 Agreement.</p>

1.2 Words and expressions defined in the Principal Agreement shall have the same meaning in this Deed

- 1.3 References to the First Owner, CPUK, and the Mortgagee include their successors in title to their respective interests in the Land
- 1.4 Provisions as to interpretation set out in clause 1.1 to 1.9 of the Principal Agreement shall apply to this Deed as if they were set out in full.
- 1.5 This Deed varies and is supplemental to the Principal Agreement
- 1.6 This Deed is made under Section 106 and Section 106A of the 1990 Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers and is a planning obligation for the purposes of Section 106 of the 1990 Act in respect of the interests of the Owner CPUK and the Mortgagee in the Land and enforceable by the County Council.

2. EXTENT OF VARIATIONS

- 2.1 Except as varied by clauses 3-6 of this Deed the Principal Agreement shall remain in full force and effect.
- 2.2 For the avoidance of doubt all references in the Principal Agreement to that agreement shall take effect as references to that agreement as varied by this Deed and all references to clauses, schedules and appendices in and to the Principal Agreement shall take effect as references to such clauses, schedules and appendices as varied by this Deed.
- 2.3 Clauses 2.12 – 2.20 and the provisions of Clauses 3 (Notifications Quarterly Returns and Interest), Clause 4.2 (reimbursement of costs and enforcement), Clauses 5 (Third Party Rights), 6 (No Waiver), 7 (Notices), 8

(No Fetter), 9 (Value Added Tax) 10 (Data Protection) from the Principal Agreement shall apply as if they were incorporated into this Deed in full mutatis mutandis.

3. VARIATIONS

It is hereby agreed between the parties that the variations arrangements and agreements set out in clauses 4 - 7 shall have effect from the date of this Deed and as applicable the Principal Agreement is varied in respect of the interests of the First Owner CPUK and the Mortgagee in the Land

4 ACCESS PROVISIONS

4.1 The First Owner confirms and agrees that for the provision of grounds maintenance access to the Secondary Education Site further to clause 45.7.2 of the Principal Agreement it shall construct diligently in good and workman like manner the strengthening and surfacing works as specified in the drawing attached to this Deed at Appendix 4 (subject to such revisions as may be approved by the County Council). Such grounds maintenance access shall have a minimum width of 3 metres and shall be in the location identified on the part of the drawing attached to this Deed at Appendix 2 and headed Existing Pedestrian & Maintenance Entrance and such works shall be completed no less than three months prior to the Secondary Facility Date.

4.2.1 The First Owner and the District Council (and CPUK and the Mortgagee) agree that on the date that adjoining sections of roads and associated areas/facilities are dedicated and adopted as highway

maintainable at the public expense pursuant to the Section 38 Agreement the Green Land shall be deemed to have been dedicated to the public as highway for use by pedestrians and cyclists and adopted by the County Council as highway maintainable at the public expense and further that pending adoption such area may be used as a pedestrian and cycle access to the Secondary Education Site and adjoining land subject to the County Council securing construction and maintenance of such area in accordance with a specification to be approved by the District Council (such approval not to be unreasonably held or delayed). For the avoidance of doubt the First Owner confirms its approval to the construction of such works as approved by the District Council. The District Council and the Country Council agree with the First Owner CPUK and the Mortgagee that the grant and or exercise of the rights and the undertaking of any works under this clause and the state and condition of the Green Land and land adjoining the Green Land (including damage arising from the exercise of the rights and the undertaking of any works to either the Green Land or land adjoining the Green Land) shall not frustrate or delay the dedication and/or adoption of any sections of roads and associated areas/facilities as highway maintainable at the public expense pursuant to the Section 38 Agreement and that the District Council will not require any further consents from the First Owner or require any amendments or variations to the current consents from the First Owner and shall not frustrate or delay the dedication and/or adoption of the landscaping in relation to the land in this area as a result of the grant or exercise of the rights and the undertaking of any works to either the Green Land or land

adjoining the Green Land (including damage arising from the exercise of the rights or undertaking such works).

4.2.2 The First Owner District Council CPUK and the Mortgagee agree to the noting of the above agreement to dedicate on the register of title number ON 223414

4.3 The First Owner and the County Council (and CPUK) agree that the Works comprised in the Roads (Phase 3) in the vicinity of the entrance to the Secondary Education Site shall be varied in accordance with the part of the drawing attached to this Deed at Appendix 2 and headed Existing Main Entrance (and the Drawing Phase 3 shall be deemed to be varied accordingly) . The County Council agrees to secure construction of such variations and make good any damage caused to an adoptable standard

4.3.1 to attain the issue of the certificate of practical completion for the Roads (Phase 3) further to clause 12.1 of the Section 38 Agreement; and

4.3.2 to attain the issue of the certificate of final completion for the Roads (Phase 3) further to clause 13 of the Section 38 Agreement where the County Council (as highway authority) is otherwise ready and able to issue such final certificate on or before the issue of the certificate of making good for the secondary school at the Secondary Education Site

The County Council further agrees that such variation to the Works shall not frustrate or delay the dedication and/or adoption of the relevant part of the Roads (Phase 3) as highway maintainable at the public expense pursuant to the Section 38

Agreement and that the County Council will not require any further consents from the First Owner or require any amendments or variations to the current consents and Section 38 Agreement from the First Owner in relation to the Roads (Phase 3). The District Council agrees with the First Owner that it will not require any further consents from the First Owner or require any amendments or variations to the current consents from the First Owner and shall not frustrate or delay the dedication and/or adoption of the landscaping in relation to the land in this area as a result of the grant or exercise of the rights and the undertaking of any works to either the Roads (Phase 3) or land adjoining the Roads (Phase 3) (including damage arising from the exercise of the rights or undertaking such works).

4.4 The First Owner and the District Council (and CPUK and the Mortgagee) agree to the construction of a pedestrian/cycle way in accordance with the part of the drawing attached to this Deed at Appendix 2 and headed Existing Pedestrian and Cycle Entrance (the **Cycle Way**). The District Council and the Country Council agree with the First Owner CPUK and the Mortgagee that the construction and use of the part of the Cycle Way which is not comprised in the Works (including damage arising from the construction and use of that part of the Cycle Way) shall not frustrate or delay the dedication and/or adoption of any sections of roads and associated areas/facilities as highway maintainable at the public expense pursuant to the Section 38 Agreement and that the District Council will not require any further consents from the First Owner or require any amendments or variations to the current consents from the First Owner and shall not frustrate or delay the dedication and/or adoption of the landscaping in relation to the land in this area as a result of the

construction and use of the Cycle Way (including damage arising from the construction and use of the Cycle Way) .

5 ELECTRICITY SUBSTATION

5.1 An electricity substation has been constructed at the Secondary School Site as shown on the plan attached to this deed at Appendix 7 (the **Substation Site**)

5.2 The County Council agrees that it will offer to Southern Electric Power Distribution Plc to enter into a lease of the Substation Site together with associated leasehold easements in accordance with the heads of terms attached to this Deed at Appendix 7 and will following acceptance of such heads of terms grant a lease to Southern Electric Power Distribution Plc in accordance with them.

6. OTHER MATTERS

6.1 Secondary Facility Services

It is agreed that Schedule 13 (Secondary Facility Services – requirements location and timing) to the Principal Agreement is deleted and replaced by the Schedule attached to this Deed as Appendix 5.

6.2 Secondary Facility Plan

It is agreed that the Secondary Facility Plan comprised in Appendix 21 to the Principal Agreement is deleted and replaced by the plan attached to this Deed and marked Appendix 6

6.3 Secondary Facility Date

The County Council hereby notifies the Owner that the Secondary Facility
Date is 1 September 2020

7. REMEDIATION WORKS

7. On the date of this Deed the First Owner agrees to pay to the County Council the sum of £375,000 in full and final settlement of all liability which the First Owner and/or CPUK may have to the County Council whether by action, claim, right, demand or set-off arising out of contract, tort or otherwise in connection with the Deposits, the Deposit Remedial Works any delays in the transfer of the Secondary Education Site to the County Council the Abnormal Costs (Secondary Facility) and payment of professional costs of the County Council in relation to the transfer of the Secondary Education Site under the Principal Agreement.

8 . MORTGAGEES AND CPUK

The Mortgagee and CPUK consent to the First Owner entering into this Deed and acknowledge that their interests in the Land are bound by its terms

IN WITNESS whereof the parties have executed as a Deed this Settlement Agreement and Deed of Variation the day and year first before written.

Appendix 1

Deposit Remedial Strategy - Whitelands Farm Remedial Strategy Rev B

**REMEDIAL STRATEGY:
ASBESTOS CONTAMINATED SOILS
REV B**

**SECONDARY SCHOOL SITE
KINGSMERE
BICESTER**

Document Ref: 173186/RS/001

Table of Revisions

Revision	Date	Description
A	11/12/17	Revision to chemical testing frequency of imported fill following comment from Cherwell District Council.
B	11/10/18	Revision to section 3.6 to enable materials to be imported under the Exemption regime (Environmental Permitting Regulations).

1. INTRODUCTION AND OVERVIEW

David Einig Contracting Limited (DEC) is contracted to Breheny Civil Engineering (Breheny) to remove asbestos impacted soils from the proposed development site of a new secondary school in Kingsmere, Bicester. Countryside Properties (Bicester) Limited (CPL) is managing the school development on behalf of Oxfordshire County Council (OCC). The site location is presented on the attached masterplan (Z000700-MP-001).

The site was subject to enabling earthworks by Breheny in 2011, whereby DEC were contracted to import suitable engineering fill materials to construct the approved design levels.

In December 2016 ESG was commissioned to undertake a ground investigation at the site in advance of the development of the secondary school. A fragment of Asbestos Containing Material (ACM) was identified in one trial pit (TP1), which triggered supplementary investigation of the wider secondary school site to determine the extent the asbestos impacted soils. In total, low level asbestos fibres have been recorded at five locations across the site.

Due to the high sensitivity of the proposed end use, it has been agreed with CPL and OCC that all engineering fill imported during the 2011 enabling earthworks will be removed from the site and replaced with acceptable fill materials.

This Remedial Strategy document sets out the process through which the earthworks will be managed and to ensure the site is remediated to the required standard.

AA Environmental Limited (AAe) has been appointed by DEC to assist with the necessary soils testing and validation associated with the remedial works.

2. SITE INVESTIGATION AND RECORDED ASBESTOS

2.1 Site Investigation

The site has been subject to three phases of investigation by ESG:

- i. January 2017 – Comprising boreholes, trial pits and window samples. Soil samples were tested for a full solids suite, including metals, TPH, PAH and asbestos screen. The investigation identified the fragment of ACM in TP1. The results were presented in report reference E6086/3 (dated May 2017).

- ii. May 2017 – Comprising excavation of 32 trial pits across south-western corner of the site to further delineate potential asbestos impact. Low level asbestos fibres were recorded at 3 locations (in 4 separate samples). The results were presented in report reference Report No R7081/1 (dated May 2017).
- iii. July 2017 – Comprising excavation of additional 93 trial pits across the central and north-eastern corner of the site to delineate potential asbestos impact. Low level asbestos fibres were recorded at 2 locations (in 2 separate samples). The results were presented in report reference Report No R7081/2 (dated August 2017).

The ESG reports are presented in Appendix A.

2.2 Recorded asbestos

Table 1 presents a summary of the recorded asbestos.

Location	Depth (BGL)	Result
TP1	1.20 m	Chrysotile thermal insulation. Fragment 10 x 10 cm. Note – it is understood this area has already been removed from site.
TP19-1	0.16-0.50 m	Chrysotile (free fibres) 0.003%
TP22-2	0.65-1.15 m	Amosite (free fibres) 0.011%
TP32-1	0.30-0.65 m	Chrysotile (free fibres) 0.007%
TP32-2	0.65-1.10 m	Amosite (free fibres) 0.006%
TP048-1	0.20-0.40 m	Chrysotile (Loose Insulation) 0.003%
TP074-1	0.20-0.50 m	Chrysotile and Amosite (Thermal Insulation) 0.002%

The trial pit locations are presented on the drawings within the ESG reports (Appendix A).

2.3 Previous Remediation

ESG report (R7081/1) states that the TP1 area was previously subject to remediation by Horizon asbestos removal contractors to remove ACMs and asbestos contaminated soils from the area.

2.4 ESG Risk Assessment

The site was subject to asbestos risk assessment by ESG in May 2017 (R7081/1) which concluded that the four marginally elevated concentrations of free chrysotile and amosite fibres (TP19, TP22 and TP32) did not represent a significant risk to future site users.

Following the additional investigation in July 2017 where asbestos was recorded in two further locations (TP48 and TP74), an addendum note was issued by ESG stating that the findings were consistent with the previous investigation and the risk assessment findings were still applicable.

2.5 Recorded soil types

The previous investigations by ESG have recorded the following typical geological sequence at the site:

- Reinstated Topsoil (approx. 0.2-0.3 m in thickness); over
- Imported Engineering Fill – Made Ground subsoil typically comprising very gravelly fine to coarse SAND and gravelly CLAY. Gravel of brick, concrete, sandstone and limestone) (approx. 1.40-1.80 m Below Ground Level); over
- Natural Clay (KELLAWAYS CLAY MEMBER) – the original ground formation prior to enabling earthworks in 2011.

Full geological descriptions are provided on the trial pit exploratory hole logs presented within the ESG reports (Appendix A).

3. REMEDIAL STRATEGY

3.1 Overview

It is proposed that all engineering fill imported during the 2011 enabling earthworks will be removed from the site and replaced with acceptable fill materials. The remedial works will be undertaken in four distinct stages:

Stage 1 – Stripping and stockpiling of topsoil, including validation testing for re-use.

Stage 2 – Delineation testing and excavation of asbestos impacted hotspots for off-site transfer.

Stage 3 – Bulk excavation of 2011 engineering fill subsoil to original ground formation, including validation testing.

Stage 4 – Reinstatement and compaction of site to approved design levels using engineering fill from certified sources, including validation testing.

3.2 Mobilisation of plant and equipment

DEC will mobilise all necessary plant and equipment to site in accordance with their Risk Assessment and Method Statement, including:

- Welfare and storage (as required)
- Safety fencing and signage (as required)
- Excavator
- Dumper(s)
- Dust Suppression/ jet wash

3.3 Waste characterisation considerations

All soils required to be removed from the site as part of the remedial works (excluding the topsoil proposed for re-use) are deemed to be waste. Waste producers are required test waste to determine if it is hazardous or non-hazardous in accordance with Environment Agency guidance WM3 'Guidance on the classification and assessment of waste' (1st edition 2015).

Waste Acceptance Criteria (WAC) testing is used for waste destined for disposal to landfill once it has been determined whether the waste is hazardous or non-hazardous. WAC provides specific limits for wastes destined for disposal in a landfill for hazardous, stable non-reactive hazardous and inert waste. It should be noted that WAC is not required for pre-acceptance at permitted recovery sites.

Whilst some solids testing was undertaken by ESG in January 2017, during the more recent investigations where the 'asbestos hotspots' were identified the soils were tested for an asbestos screen only. As a consequence, it is proposed that further testing will be undertaken to ensure all waste soils are fully characterised in accordance with the requirements of WM3. The following sections detail the controls that will be implemented to ensure all soils leaving the site are suitably characterised in accordance with the waste regulatory regime and Duty of Care requirements.

It should be noted that the existing ESG dataset¹ has not recorded any Hazardous properties in the soils.

¹ Excluding TP1 visible ACM – which it understood to have already been remediated.

3.4 Stage 1 – Topsoil Stripping and Stockpiling

Prior to any bulk excavation works, all existing topsoil will be stockpiled for testing for re-use. DEC will utilise an excavator and dumper(s) to stockpile topsoil in accordance with the methodology shown in Appendix B.

Individual stockpiles will be formed no larger than 250 m³. The stockpiles will be referenced by DEC and presented on a plan showing the final position(s) and volumes. The proposed stockpiling location is presented in Appendix B.

The stockpiles will be inspected by an Environmental Consultant for any evidence of ACMs. The stockpiles will be sampled at a frequency of 1 sample per 250 m³. Composite samples (obtained from a minimum 6 locations across each stockpile) will be collected in accordance with quality control requirements and submitted for laboratory analysis.

Samples will be tested against the chemical specification presented in Appendix C at a UKAS/MCERTS accredited laboratory.

3.4 Stage 2 – Delineation and excavation of asbestos hotspots

The previous ESG investigations have identified 5 distinct 'asbestos hotspots' that require delineation and off-site transfer:

- TP19-1 (0.16-0.50 m)
- TP22-2 (0.65-1.15 m)
- TP32-1 & 2 (0.30-0.65 m & 0.65-1.10 m)
- TP048-1 (0.20-0.40 m)
- TP074-1 (0.20-0.50 m)

The location of each hotspot will be marked out by the DEC Site Engineer. The soils within a 5 x 5 m square around each hotspot will be excavated to the natural clay and placed on plastic sheeting. A separate stockpile will be formed for each hotspot location.

The excavation of each hotspot will be under a watching brief by an Environmental Consultant to check for visual evidence of ACMs.

The base (2 per base) and sides (1 per side) of the excavation will be subject to visual inspection and soil sampling by the Environmental Consultant. Validation soil samples will be tested for:

- Asbestos screen.

The final dimensions of the excavations and sample locations will be recorded by the DEC Site Engineer.

The segregated stockpiles will be subject to visual inspection and soil sampling at a frequency of 1 per stockpile. Composite samples (obtained from a minimum 3 locations across each stockpile) will be collected in accordance with quality control requirements and submitted for laboratory analysis. Stockpile samples will be tested for:

- Full solids suite (including metals, pH, cyanide, phenols, TOC, speciated TPH and PAH and asbestos screen); and
- WAC (Full)

The stockpiles will be covered with plastic sheeting pending the validation and waste characterisation testing results.

In the event further asbestos is recorded within the validation samples from the base and sides, then further excavation and testing will be undertaken. Any additional excavated soils will be stockpiled separately from the original hotspots.

Table 2 sets out the action thresholds and waste classification considerations for the off-site transfer of the segregated hotspot stockpiles:

Table 2. Waste Characterisation Thresholds

Classification	Asbestos Content	Action/Classification
Hazardous	>0.1% mass asbestos and/or visible fragments of confirmed ACM	<p>Off-Site Transfer If visible fragments are evident or ACM mass exceeds 0.1%, transfer off site as Hazardous Waste.</p> <p>All waste to be transferred to suitable permitted facility in line with waste regulatory regime.</p> <p>Classification subject to findings of full solids results and WAC (if required) and pre-acceptance review by receiving site.</p>
Non-Hazardous (asbestos fibre impacted).	>0.001% to <0.1% mass asbestos	<p>Off-Site Transfer If absent of visible ACM fragments, transfer off site as Non-Hazardous Waste (asbestos fibre impacted).</p> <p>All waste to be transferred to suitable permitted facility in line with waste regulatory regime.</p> <p>Classification subject to findings of full solids results and WAC (if required) and pre-acceptance review by receiving site.</p>
Non-Hazardous	<0.001% mass asbestos	<p>Off-Site Transfer If absent of visible ACM fragments and mass asbestos <0.001% (laboratory limit of detection) acceptable for classification as Non-Hazardous.</p> <p>All waste to be transferred to suitable permitted facility in line with waste regulatory regime.</p> <p>Classification subject to findings of full solids results and WAC (if required) and pre-acceptance review by receiving site.</p>

Once the classification of the stockpiles has been determined and prior to the off-site transfer of any soils, details of the proposed receiving site(s) and associated Environmental Permit(s) will be provided to Breheny and CPL by DEC.

3.5 Stage 3 – Bulk excavation of 2011 engineering fill and validation testing

Following off-site removal and validation of the ‘asbestos hotspots’ it is proposed that the remaining 2011 engineering fill (subsoils) will be subject to bulk excavation and off-site transfer. The existing test results from ESG have not recorded any other asbestos fibres/fragments or hazardous properties outwith the ‘asbestos hotspots’. The following section details the controls to be implemented during the bulk excavation to ensure all waste soils are suitably characterised in accordance with the waste regulatory regime.

The site will be zoned up on a 20 x 20 m grid by the DEC Site Engineer. In advance of the bulk excavation works a trial pit will be excavated at the centre of each grid square and the subsoils inspected and sampled by the supervising Environmental Consultant. The sample locations will be recorded by the DEC Site Engineer. This will equate to approximately 1 sample per 500 m³ (1000 tonnes) for off-site transfer for the bulk excavation. Soil samples will be tested for:

- Full solids suite (including metals, pH, cyanide, phenols, TOC, speciated TPH and PAH and asbestos screen).

Once the classification of the soils has been verified and prior to the off-site transfer of any soils, details of the proposed receiving site(s) and associated Environmental Permit(s) will be provided to Breheny and CPL by DEC.

In the event any further asbestos and/or Hazardous soils are recorded, then the hotspots will be delineated, segregated and removed from site in accordance with the procedures listed in section 3.4.

The remaining acceptable Non-Hazardous subsoils will be subject to bulk excavation by DEC and direct loading onto 8-wheel tipper trucks for off-site transfer.

During the bulk excavation works periodic inspection of the soils will be undertaken by an Environmental Consultant for any evidence of ACMs.

Quarantine Procedure

In the event any suspected ACMs or hazardous soils (such as hydrocarbon staining) are observed during the bulk excavation, work will cease in the affected 20 x 20 m grid square until further assessment and testing has been undertaken. Representative fragments of the suspected ACM and surrounding host soils will be submitted for laboratory analysis to verify the presence of asbestos and/or classification of soils.

If significant quantities of visible suspected ACM fragments are identified, then the area will be covered with plastic sheeting pending the laboratory results.

In the event any further asbestos (fragments or fibres) and/or Hazardous soils are recorded, then the hotspots will be delineated, segregated and removed from site in accordance with the procedures listed in section 3.4.

Validation Inspection and Testing of Natural Clay

It is proposed that the 2011 imported fill will be fully excavated to the natural underlying clay. Once a grid square (20 x 20 m) has been fully excavated an inspection will be undertaken by an Environmental Consultant to verify that all fill materials have been removed.

Photographs of the reduced level and natural underlying clay will be maintained. The DEC Site Engineer will survey the ground level following removal of the 2011 imported fill. At the centre of each grid square a validation sample will be collected by the Environmental Consultant in accordance with quality control procedures and submitted for laboratory analysis. Validation soil samples will be tested for:

- Asbestos screen.

3.6 Stage 4 – Reinstatement of site with acceptable engineering fill

Following complete removal of the 2011 fill, it is proposed that the site will be reinstated with acceptable engineering fill. Suitable engineering fill will be imported under two regimes: one for non-waste and the other for third party waste. These are as follows:

Route a) Non-waste material will be imported under a CL:AIRE Protocol Definition of Waste Material Management Plan (MMP). Prior to import, a standalone CL:AIRE MMP will be developed and approved by an independent Qualified Person (registered with CL:AIRE). The Qualified Person will then submit a declaration to the Environment Agency prior to material transfer. Upon completion of the transfer, a verification report will be produced confirming the work was undertaken as planned.

The proposed source(s) of suitable clean imported fill materials will be identified within the CL:AIRE MMP application. Imported fill will be tested at a frequency of 1 sample per 250m³ (minimum 3 per source), against the specification presented in Appendix C.

Details of proposed source site(s), volumes and associated testing result(s) will be provided to Breheny and CPL for approval before import.

Route b) Suitable **Waste material** may be imported under an exemption (from the Environmental Permitting Regulations) registered from the Environment Agency.

Prior to import the material must be suitably characterised by the supervising consultant demonstrating compliance with this plan. The material must be natural occurring cohesive material and have suitable chemical analysis to demonstrate compliance with Appendix C. Imported soils will be tested at the same frequency as those imported under Route a).

The use of waste in construction is governed by a [U1](#) exemption. Up to 1000 tonnes of engineering fill material may be imported under this regime.

Up to 100 tonnes can be stored prior to use under the U1 exemption under an [S2](#) exemption.

No treatment is permitted on site to change its environmental characteristics. In the event the material requires re-sizing for geotechnical purposes (via a power screen) it will be permitted subject to a [T5](#) exemption being registered. Up to 5000 tonnes may be stored and screened under this exemption.

Earthworks

All earthworks will be undertaken by DEC in accordance with 'Series 600 Specification for Highway Works (SFHW)', unless a site-specific earthworks specification is provided by the project engineer. Prior to import, engineering fill will be classified in accordance with SFHW and tested (per source) at a frequency of 1 sample per 250m³ for the first 1000 m³, then 1 sample every 1000 m³ thereafter, for the following:

- Natural Moisture Content;
- Liquid and Plastic Limit;
- Particle Size Distribution;
- Optimum Moisture Content (2.5kg rammer).

Soils will be placed and compacted by DEC in accordance with SFHW using appropriate plant to achieve 95% max dry density.

3.7 Working Controls

The following working controls will be adopted during the remedial works:

- During the excavation of the recorded 'asbestos hotspots', in dry conditions a misting spray and bowser will be used for dampening of soils and reducing fugitive dust emissions.
- Drop heights will be reduced during the loading of dumpers and 8-wheel tipper lorries.
- Lorries will be sheeted when they leave the site.
- If required, a temporary wheel-wash or road sweeper will be utilised to minimise mud on the public highway.
- Surface runoff will be controlled to reduce sediment loading on the local drainage network and/or surface watercourses/drainage ditches.
- During the excavation of the recorded 'asbestos hotspots' access to the working area will be strictly controlled. Stockpiles will be covered with plastic sheeting and enclosed by secure fencing/warning signs until test results are available and the stockpiles can be removed from site.
- In the event visible asbestos fragments are observed then, depending of the ACM type, quantitative fibre air monitoring at the upwind and downwind boundaries will be undertaken during the loading of soils if required by activity-specific risk assessment.

- All works will be undertaken in accordance with activity-specific risk assessment and method statements (RAMS) to ensure the protection of operatives and surrounding receptors.
- Plant will be washed down using the bowser/jet wash following the removal/delineation of asbestos impacted soils (fibres and fragments).

3.8 Validation and Duty of Care

On completion of the remedial works a validation report will be issued to demonstrate that all works were undertaken to the required standard. The following records will be maintained during the works:

- Testing results for stockpiled topsoil.
- Testing results for asbestos hotspots, validation and waste classification.
- Waste Transfer Notes for all waste soil removed from site.
- Details of permitted site(s) that waste soil was transferred to, including copies of Permits.
- Total volume of waste soil removed.
- Survey drawings and sample locations plans.
- Watching Brief/Inspection Records from Environmental Consultant during the excavation works.
- Standalone CL:AIRE MMP, including details of proposed source site(s) for imported engineering fill.
- Environmental testing results for imported engineering fill.
- Geotechnical testing results for imported engineering fill.

Author: Jack Taylor BSc (Hons) PIEMA
Reviewed: Matthew Lawman MSc BSc (Hons)
Date: 11th October 2018 (REV B)

Report produced by
AA Environmental Limited

Registered Office:
Units 4 to 6 Onslow Court
Sharnham
A19 1JG
Oxon
OX13 8HA

T: 01995 530042 E: info@aae-llp.com

DRAWINGS

APPENDIX A
ESG Reports

APPENDIX B
Topsoil Stockpile Methodology

APPENDIX C
Environmental Reuse and Testing Specification

The testing rate should be the same as for imported material as stated in the Remediation Strategy, 1 sample per 250m³. Testing should be done for the determinands listed in Appendix A of the remediation strategy and reproduced below.

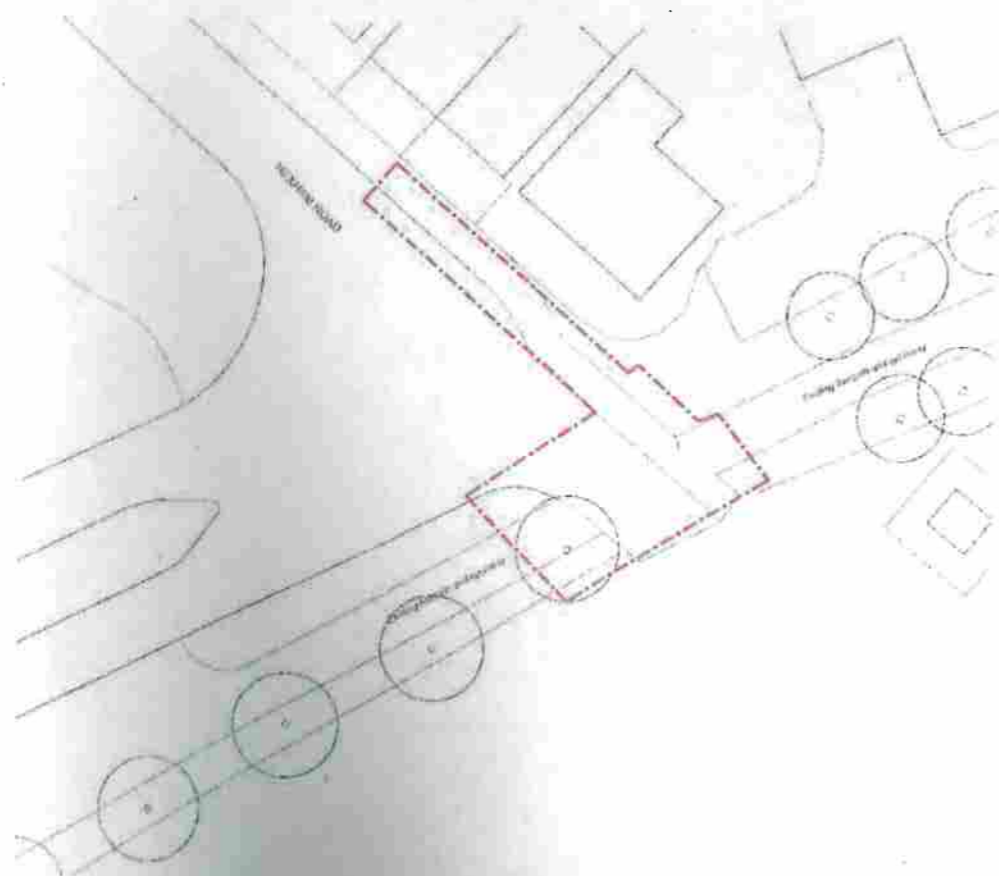
Determinand	Units	Soil Screening Value	Derivation Tool / Rationale
pH		<5, >9	
Asbestos		Absent	
HEAVY METALS/METALLOIDS			
Arsenic	mg/kg	37	C4SL
Cadmium	mg/kg	22	C4SL
Chromium (III)	mg/kg	910	CIEH/LQM S4ULs
Chromium (VI)	mg/kg	21	C4SL
Lead	mg/kg	200	C4SL
Mercury (Total)	mg/kg	1.2	CIEH/LQM S4ULs
Nickel	mg/kg	110	Phytotoxicity
Selenium	mg/kg	250	CIEH/LQM S4ULs
Copper	mg/kg	200	Phytotoxicity
Zinc	mg/kg	450	Phytotoxicity
PAHs			
Acenaphthene	mg/kg	510	CIEH/LQM S4ULs
Acenaphthylene	mg/kg	420	CIEH/LQM S4ULs
Anthracene	mg/kg	5,400	CIEH/LQM S4ULs
Benzo(a)anthracene	mg/kg	11	CIEH/LQM S4ULs
Benzo(b)fluoranthene	mg/kg	3.3	CIEH/LQM S4ULs
Benzo(k)fluoranthene	mg/kg	93	CIEH/LQM S4ULs
Benzo(g,h,i)perylene	mg/kg	340	CIEH/LQM S4ULs
Benzo(a)pyrene	mg/kg	5	CIEH/LQM S4ULs
Chrysene	mg/kg	22	CIEH/LQM S4ULs
Di-benzo(a,h)anthracene	mg/kg	0.28	CIEH/LQM S4ULs
Fluoranthene	mg/kg	560	CIEH/LQM S4ULs
Fluorene	mg/kg	400	CIEH/LQM S4ULs
Indeno(1,2,3-cd)pyrene	mg/kg	36	CIEH/LQM S4ULs
Naphthalene	mg/kg	5.6	CIEH/LQM S4ULs
Phenanthrene	mg/kg	220	CIEH/LQM S4ULs
Pyrene	mg/kg	1200	CIEH/LQM S4ULs
EPH¹			
>C12-16	mg/kg	330	CIEH/LQM S4ULs
>C16-21	mg/kg	540	CIEH/LQM S4ULs
>C21-40	mg/kg	1,500	CIEH/LQM S4ULs

Regards,

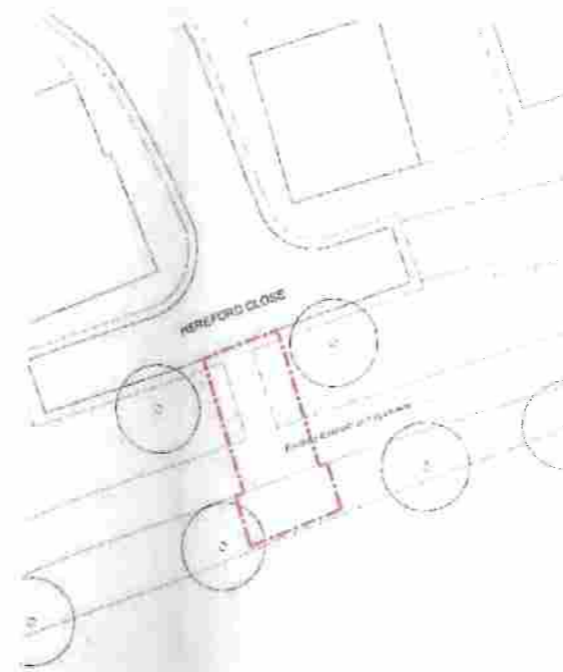
Abigail Walters
Senior Consultant

Appendix 2

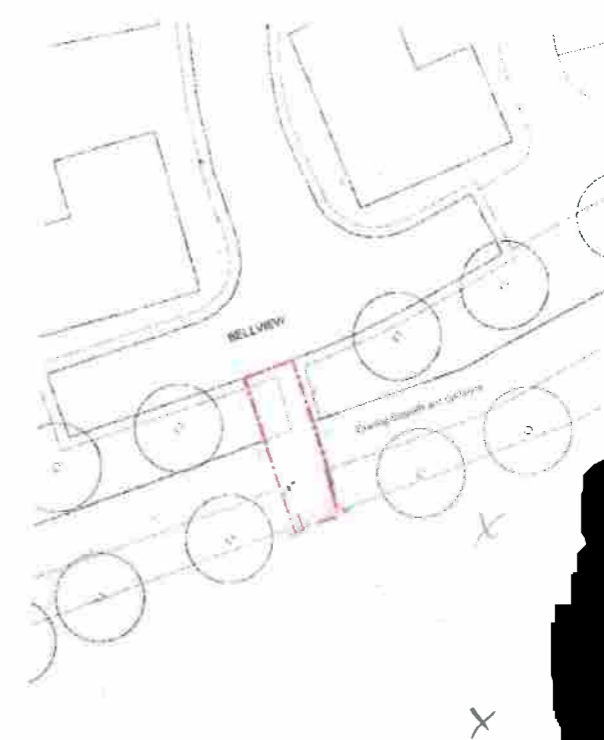
Drawings S2P3 Access Location Plan (adjusted by the County Council))



Existing Main Entrance



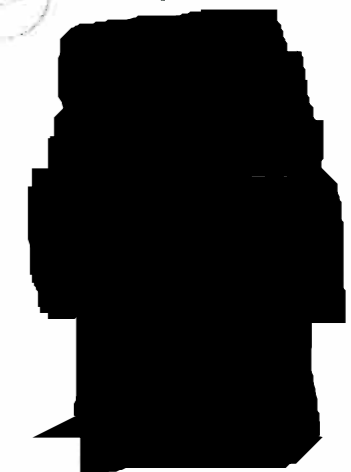
Existing Pedestrian & Cycle Entrance



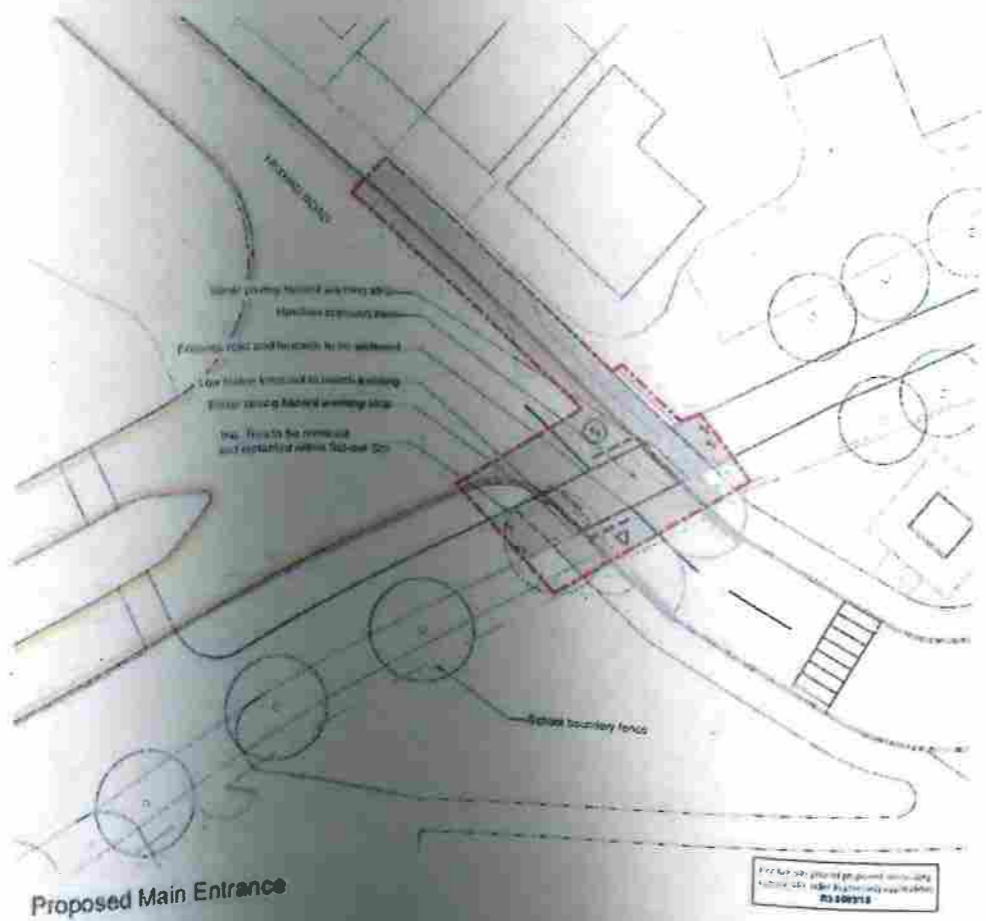
Existing Pedestrian & Maintenance Entrance

LEGEND

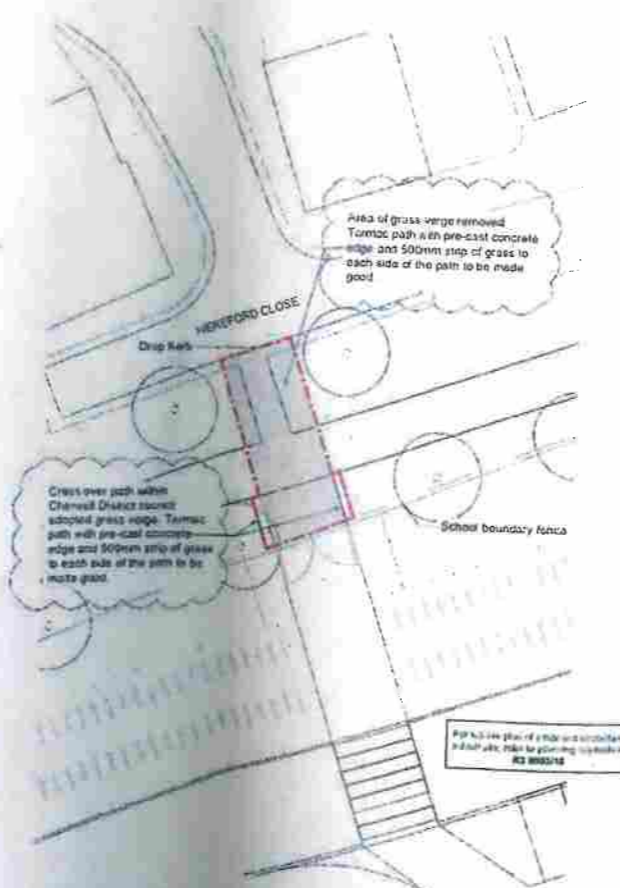
- Site Boundary
- Proposed Low Timber Knee Rail to Match Existing
- Proposed yellow line hatching at crossing point
- Proposed Tarmac
- Removable and Lockable Bollard



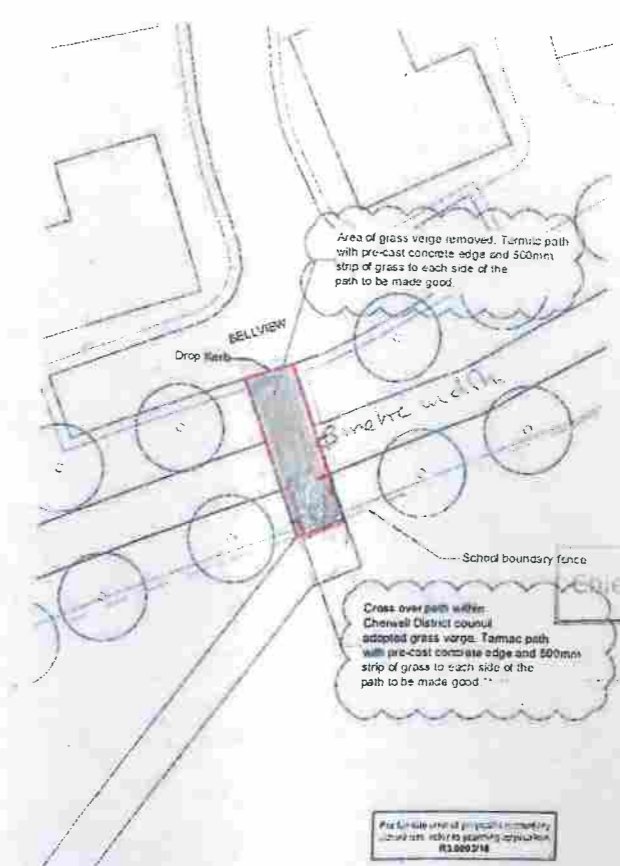
X PL
X AMC



Proposed Main Entrance



Proposed Pedestrian & Cycle Entrance



Proposed Pedestrian & Maintenance Entrance



NO.	DATE	DESCRIPTION	BY	CHECKED
SP 1	17.10.19	CD3617 - Planning	AS	
SP 2	12.03.19	Final Design	AS	
SP 3	12.03.19	Final Design	AS	



CORDE

Site Plan
WHITLANDS ACADEMY
DICESTER

SCALE: 1:200

JOB NO: CD3617

DATE: 12.03.19

PROJECT: CRD-XX-00-DR-1-1928

SHEET: 52 P 3

**Appendix 3 –
TED Cycle Green Land**

NOTE:
WHEN PRINTING A PDF FILE, ENSURE THE CORRECT
PAPER SIZE HAS BEEN SELECTED & SET PAGE SCALING
IN THE PRINTER DIALOGUE BOX TO "NONE".
OR CHOOSE "ACTUAL SIZE"

[Redacted]

[Redacted]

[Redacted]
Chief Legal Officer/Designated Officer



KEY

- Sports Area Land 33309m² / 3.33 ha / 8.23 acres.
- Pedestrian Access point to be constructed by the transferee
- Adjoining land
- Surface Water Drainage
- Surface Water Drainage outfall to ditch / access rights for maintenance



Based upon the Ordnance Survey map with the permission of the Controller of Her Majesty's Stationary Office, Sheet No SP 5721
© Crown Copyright Licence No. 100023343 (2018)
Administration Area : Oxfordshire : Cherwell District
Site Centre O.S GR :
Eastings : 457206
Northings : 221405



Rev	Date	Amendments	By	Chk
D	05.03.19	Extra adjoining land identified.	JA	JH
C	18.01.19	Additional notes , drainage outfall and ditch displayed.	JA	JH
B	02.11.18	Access points, adjoining land & additional swale / drainage added.	JA	JH
A	25.01.18	Site centre O.S co-ordinates added	JA	JH

Project Title:
SW Secondary School
Bicester
Oxfordshire
Drawing Title:
Sports Area Land

Project No: 000000	Drawing No: E0121	Rev: D
Date: 09.01.2018	Scale: 1:2500@ A3	
By: JMA	Checked: JA	Approved: JH
Terrier No: ---		



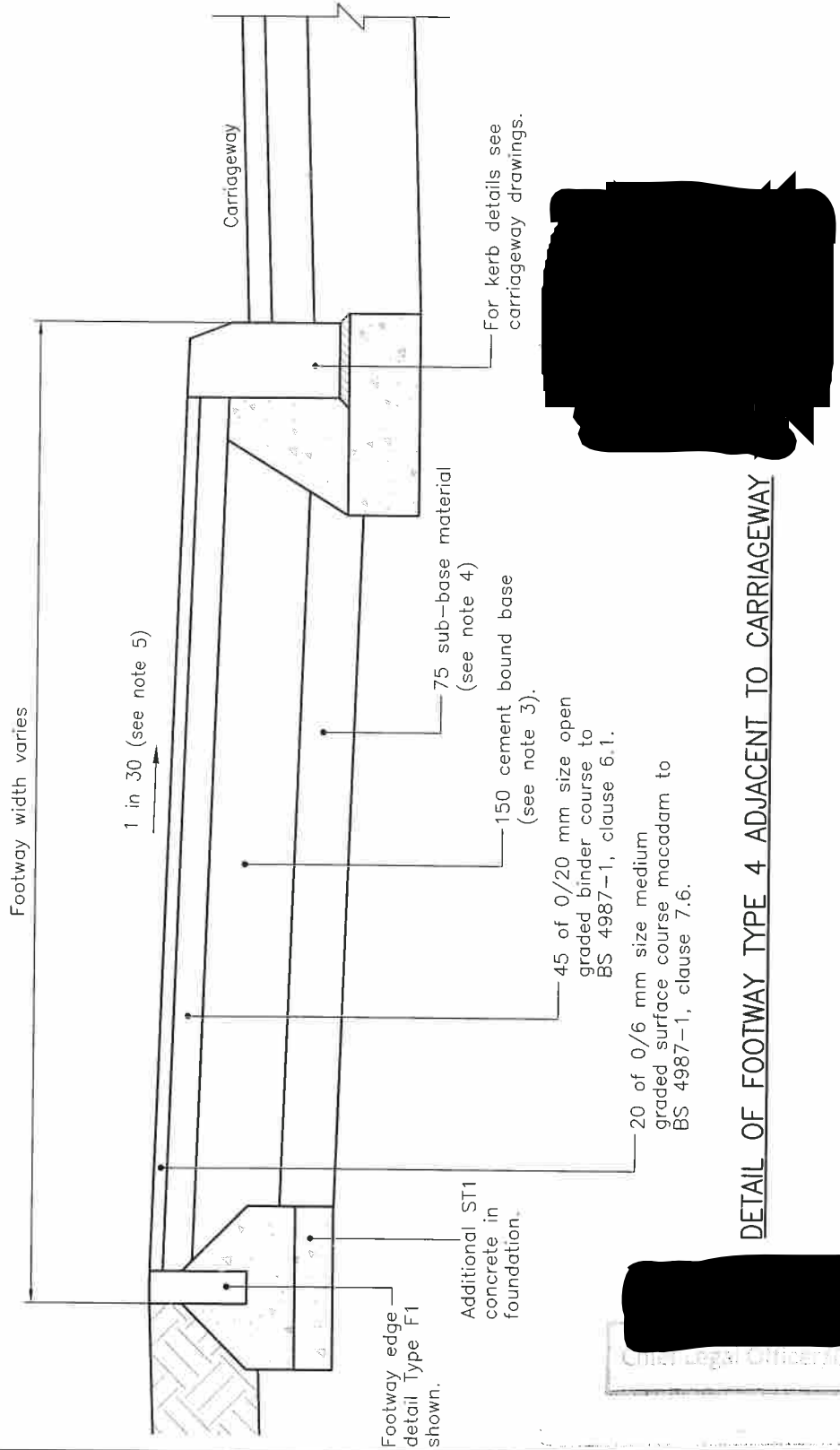
Property & Facilities, Oxfordshire County Library
Westgate Centre, Oxford, OX1 1DJ
www.oxfordshire.gov.uk Helpdesk No: 0800 156 6659

Appendix 4 –

Maintenance access strengthening drawing

NOTES

1. All dimensions are in millimetres unless shown otherwise.
2. For location and widths of footways see layout and carriageway construction drawings.
3. The cement bound base shall be CBGM A, B or C to series 800. The compressive strength shall be C8/10.
4. Sub-base material shall comply with clause 803 or 804 and have a minimum CBR value of 20%.
5. Crossfall shall be 1 in 30 except where shown otherwise on the layout and carriageway construction drawings.



DETAIL OF FOOTWAY TYPE 4 ADJACENT TO CARRIAGEWAY

Footways: Footway Type 4

Kerbs, Footways & Paved Areas

SCALE

Not to Scale

DRAWN	ALB	DATE	INITIALS
TRACED	RVA	12.2005	ALB
CHECKED	AMM	12.2005	RVA
		4.2007	AMM

FIRST ISSUE	INDEX	DATE
AMENDMENT	DRAWING No.	11.05.07
		DATE
		CATEGORY
		1

HSD/1100/016



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Appendix 5
New Schedule 13

SCHEDULE 13

Secondary Facility Services - Requirement, location and timing

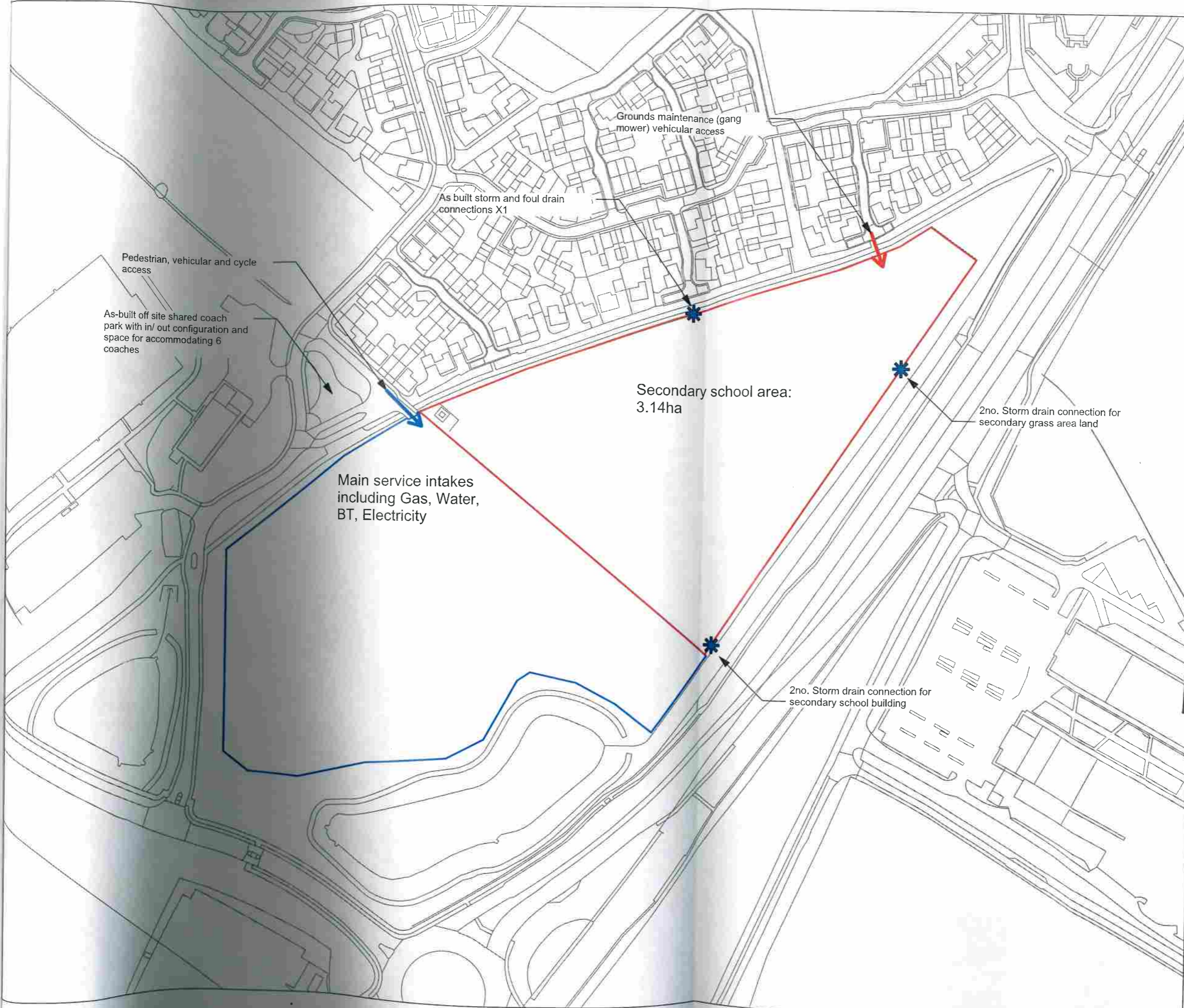
Note:

- (1) The main service intake point at the boundary of the Secondary Education Site is marked for indicative purposes on the Secondary Facility Plan
- (2) "On-site" means within the Secondary Education Site
- (3) "Off-site" means outside the boundaries of the Secondary Education Site

	Requirements	Location	Timing of Provision- fully operational prior to
1	<p>Drainage</p> <p>Inverts have been provided as shown on Drawing no. JBC/4300/AB/20 Rev C for the foul and surface water drainage requirements of the Secondary Facility and to accommodate a gravity drainage system for the surface water and a pumped system for the foul drainage on and from the Secondary Education Site with:</p> <ul style="list-style-type: none"> • Two Foul and one Surface spur connections to the Strategic mains serving the development. Each such spur connection (in the case of the surface water drain) to be not less than 150mm in diameter and (in the case of the foul water drain) to not be less than 150mm in diameter. • Four separate connections are permitted in to the swale on the south east boundary of the Secondary Education Site, for the discharge from the school (grassed area) land drainage system and the main school building. 	<p>Each set of provided spurs are to be lateral connections on the Secondary Education Site in the approximate position shown on the Secondary Facility Plan and</p> <ul style="list-style-type: none"> • For foul drainage: an off-site manhole for the mains drains serving the Development in close proximity to the boundary • For surface water: drainage such off- site manhole/SUDS drainage system <p>The four surface water connections in to the swale on the south east boundary of the Secondary Education Site will be made by The County Council, exact points of connection to be agreed.</p>	<p>The drainage connections are to be fully operational no later than 4 months prior to the Secondary Facility date.</p>

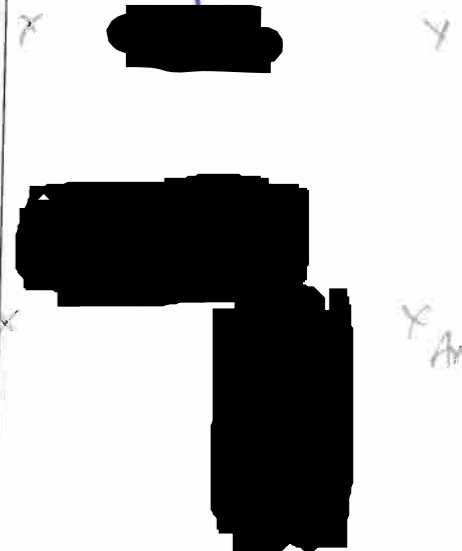
	<p>See foul water and surface water strategies for further information. (Drawing numbers: 1903/D/005 Rev T and 1903/D/006 Rev Y).</p> <p>Note: The foul drainage connection requires a pumped system.</p>		
2	<p><u>Electricity</u> Permanent electricity supply from the mains with a capacity of not less than 200 kVa</p>	To the Secondary Education Site Boundary.	No later than 4 months after the Secondary Facility Contract Letting Date
3	<p><u>Gas</u> Permanent gas supply from the mains plus meter with a meter supply capacity of not less than 250m³/hr (and the supplier of the gas to the Secondary Facility is to be determined by the County Council)</p>	To the Secondary Education Site Boundary.	Supply with meter to be in place no later than 4 months prior to the Secondary Facility Date
4	<p><u>Water</u> Permanent water supply connection from the mains with a meter size of not less than 50mm</p>	To the Secondary Education Site Boundary.	No later than 3 months prior to the Secondary Facility Date
5	<p><u>Standard fire hydrant</u></p>	On the highway/prospective highway adjacent to the Secondary Education Site	No later than 3 months prior to the Secondary Facility Date
6	<p><u>Communication</u> Ducting sufficient to accommodate the following supplies: (i) one fibre optic data line of WES 1Mb (ii) two external ISDN lines (iii) two external telephone lines (iv) three analogue lines one BT line to be reserved, for installation of an OCN The Developer will install the ducting only. The County Council will be required to apply for line and connections for the Secondary Facility</p>	To the Secondary Education Site Boundary	No later than 3 months prior to the Secondary Facility Date

Appendix 6
Revised Secondary School Site Plan



- Key
- Secondary Education Site
 - Sports Area Land

Total area of secondary education site edged in red and sports area land edged in blue is 6.5ha



Notes/Revisions

Revision	Date	Description	Author
A	7/11/18	Sports field extent based on registered parcel. Secondary school area aligned to match sports field boundary as requested by MR or CP	MR RE
B	7/11/18	Drain connection points amended to match drainage layout JBC_4300_AB_20_A	MR
C	19/11/18	Grounds maintenance access relocated as marked up by MR of CP	MR
D	1/2/19	As built drain connection removed	MR

Based upon Drawings:
 Secondary School - 200700-SSS 001002 Co-ordinated Boundary (15/02/2016)
 received 11 OCT 0217 from ML of CP

Kingsmere Phase 2
 Countryside Properties (Bicester) LTD

Secondary School Site (S106)
 Chief Legal Officer / Designated Officer

180601U / 4-LEG-057	Revision: D
	Date issued: NOV 2018
Scale 1:2000@A3	Drawn by: SL Checked by: RB/ML

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Appendix 7 Substation

**Heads of Terms (with addendum and location plan)
Substation drawing**

**Electricity Sub – Station (Site) at Whitelands Academy,
Whitelands Way, Bicester**

Heads of Terms

Lessee:	Southern Electric Power Distribution Plc
Lessor:	Oxfordshire County Council
Lessor's Agent:	Communities, Oxfordshire County Library, Westgate Centre, Oxford OX1 1DJ FAO: Joan Halligan Tel: 07770 300776 Mail: joan.halligan@oxfordshire.gov.uk
Lessor's Solicitor:	Law & Governance (Legal Services) County Hall New Road Oxford OX1 1ND FAO: Julia Taplin Tel: 01865 323930 Mail: richard.hodby@oxfordshire.gov.uk
Lessee's Solicitor:	TBC
Demise:	Electricity Sub – Station (site) at Whitelands Academy, Whitelands Way, Bicester (coloured pink on the attached plan)
Term:	For a period of 99 years from the commencement Date or such other period to be agreed between the parties
Break Provision:	None
Commencement Date:	Upon completion of the lease
Rent:	Peppercorn (if demanded)
Rent Reviews:	None
Rent Commencement:	Upon completion of the lease
L & T Act:	The Lease is to be protected by the provisions of Part II of The Landlord & Tenant Act, 1954
User:	Use in connection with the transformation and distribution of electricity and associated data

J Halligan HOTs Electricity Sub – Station Whitelands Academy, Bicester
12/4/19

Repairs and Running costs:	Tenant is responsible for
Insurance:	Tenant is responsible for
Alienation:	None without the Landlord's consent (other than to a body carrying on the undertaking of the Tenant in succession to it)
Alterations:	Not permitted
Signage	The Tenant to be allowed to display appropriate electricity sub – station signage on the property as required by the Tenant's statutory obligations and to keep the property secure at all times
Fees:	Each party to pay their own legal and surveyors fees
Dilapidations	At the end of the Term, the Tenant shall return the premises to the Landlord in accordance with the Tenant's Covenants
Completion:	When the usual due diligence enquiries have been completed
Misc:	Rights to be granted to the Tenant:-
	<ul style="list-style-type: none"> • The right to lay and maintain cables ducts, pipes and all other apparatus associated with the Permitted Use along an Easement Strip - dimensions to be agreed by the parties. Note the Easement Strip may include part of the Access Strip • The right to pass and re-pass with or without vehicles, plant and equipment between the public highway and the leased property over the Access Strip (dimensions to be agreed) for all proper purposes connected with the use of the Property, subject to the Tenant not obstructing the access to the school site (especially for emergency vehicles) • The Landlord reserves the right to vary the position of the Access Strip to ensure it accords with the school layout / design (yet to be finalised) • The right to enter onto an Easement Strip (dimensions to be agreed), with or without vehicles, plant and equipment at all reasonable times (and at any time in cases of emergency) for all proper purposes connected with the Property or the exercise of the rights granted • Rights of access at all reasonable times over such part of the Landlord's Retained Land (that part of the school site agreed by the parties) as is reasonably required, having regard to the use of the Retained Land as a school site, complying with any reasonable Health & Safety or security requirements of the occupational tenant. • The right to lay, construct, inspect, maintain, repair, protect, use, replace, renew, supplement, connect into, remove or render unusable the electricity cables and to break up so much of the surface of the Easement Strip as is reasonably necessary from time to time to exercise the rights granted under the lease. The Tenant is to make good all damage caused as soon as practicable and to the Landlord's reasonable satisfaction and in exercising these rights is to have regard to the use of the Retained Land as a school.

**Electricity Sub – Station (Site) at Whitelands Academy,
Whitelands Way, Bicester**

Addendum to Heads of Terms

In the event that the Lessee is insistent on receiving a freehold transfer with freehold easements and makes out a reasonable case for this the Heads of Terms to be offered to the Lessee will be adjusted for a freehold transfer with freehold easements.

Notes:

1. This addendum to the Heads of Terms will apply only if the Lessee is insistent on receiving a freehold transfer with freehold easements and makes out a reasonable case for this.
2. This addendum may not be disclosed to the Lessee.

**Electricity Sub – Station (Site) at Whitelands Academy,
Whitelands Way, Bicester**

Addendum to Heads of Terms

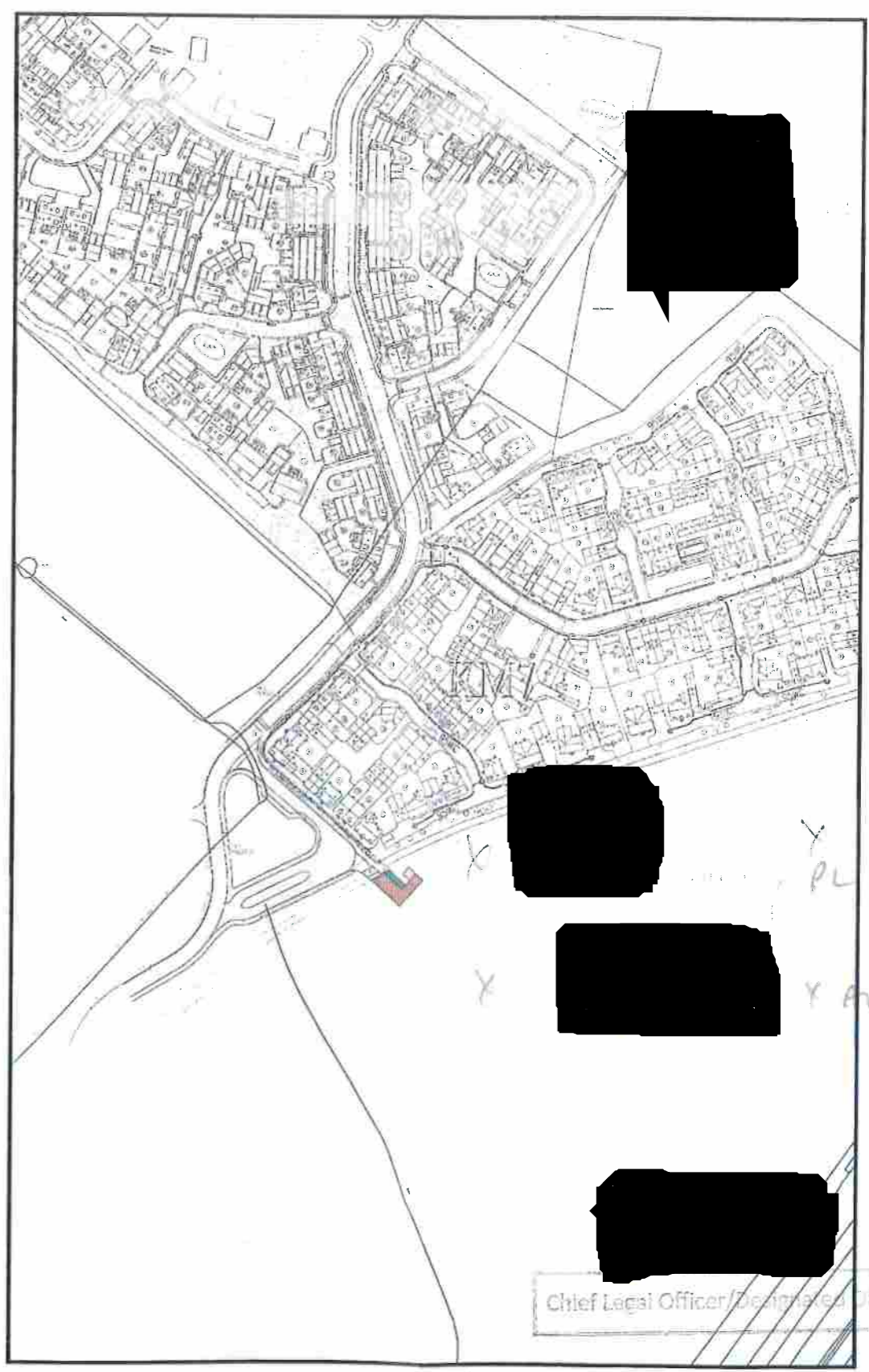
In the event that the Lessee is insistent on receiving a freehold transfer with freehold easements and makes out a reasonable case for this the Heads of Terms to be offered to the Lessee will be adjusted for a freehold transfer with freehold easements.

Notes:

1. This addendum to the Heads of Terms will apply only if the Lessee is insistent on receiving a freehold transfer with freehold easements and makes out a reasonable case for this.
2. This addendum may not be disclosed to the Lessee.

Site Plan 1:500

Location Plan 1:2500



COC 20002



Substation shown PINK
 Cable Easements shown GREEN
 Access shown BROWN
 Access with cables shown BROWN HATCHED BLACK

BASED UPON THE ORDINANCE SURVEY MAP WITH THE SANCTION OF THE CONTROLLER OF H.M. STATIONERY OFFICE. CROWN COPYRIGHT RESERVED.

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Scottish and Southern Energy plc

Bicester Secondary College

Grid Ref:	SP5722-2151
Drawing Ref:	OXF 1027
Wayleave Officer:	[REDACTED]
Contact No:	[REDACTED]
Original Drawing Size:	A3
Date:	04/12/2013

Chief Legal Officer/Designated Officer

WARNING
 GAS IN PLOT AREA
 EHV CABLES & LINES IN PLOT AREA
 WATER/SEWERAGE/STEAM IN PLOT AREA



NORMAL DEPTH TO THE TOP OF THE CABLE WHEN LAID

services	1v	1v	1v	4kv
FOOTPATH	0.45m	0.45m	0.60m	0.90m
ROAD CROSSING	0.60m	0.60m	0.75m	0.90m
AGRICULTURAL	0.60m	0.60m	0.75m	0.90m
1v/1v services	- up to 1000V			
4v	- over 1000V, to 11,000V			

WARNING

There may have been subsequent alterations to the surface levels. Trial holes must be taken to determine positions and depth of cables. BS 50147 Backfill from the Health and Safety Executive - avoiding leakage from Buried Cables - should be installed before commencing excavation work. (available from HSE00)

WHEN WORKING IN THE VICINITY OF OVERHEAD LINES THE HEALTH AND SAFETY INFORMATION WITH THE CABLES IS TO BE CONSULTED. (AVAILABLE FROM HSE00)

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 Checked by: [Redacted]
 Date of Issue: [Redacted]

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Scottish and Southern Energy

H.V. MAINS RECORD

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 01905 845600

GRIDREF: SP57302156
 SCALE: 1:1250
 DATE: 04/12/2015

EXECUTED as a DEED by COUNTRYSIDE)

PROPERTIES (BICESTER) LIMITED)

acting by a director)

in the presence of

X
Director  AMC


Signature of Witness

 Y

Name of Witness

.....
 T.M.W.

Address of Witness:

.....

.....

Occupation of Witness:

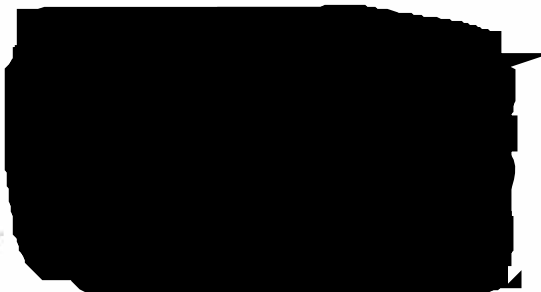
.....
Director / Secretary

EXECUTED as a DEED by)

COUNTRYSIDE PROPERTIES (UK))

LIMITED acting by a director)

in the presence of)

X


Signature of Witness



Name of Witness

.....

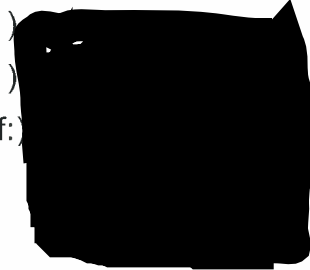
Address of Witness:

.....
Witnessed Name: 
Address: 
.....
Occupation: 
.....

Occupation of Witness:

.....

EXECUTED as a DEED under the
COMMON SEAL of the CHERWELL
DISTRICT COUNCIL in the presence of:



Authorised Signatory



The COMMON SEAL of the
OXFORDSHIRE COUNTY COUNCIL
was affixed in the presence of:



Chief Legal Officer/Designated Officer

