

Professional Tree Services Limited

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Croye House Residents Society Ltd
c/o Pam Whitehouse
7 The Pines
ANDOVER
SP10 3EJ

Date: 31st October 2022

Our Ref: PINE/2351vta

VISUAL TREE ASSESSMENT – 3 YEAR UPDATE

TREES AT THE PINES, ANDOVER

1.0 Introduction

- 1.1 Further to your instructions and subsequent to my previous survey of the trees in July 2019, I am now pleased to confirm my views and comments concerning my most recent preliminary visual assessment of the trees at The Pines earlier this month (13.10.22).
- 1.2 My brief was to carry out a visual tree assessment of the condition of the significant trees within the site curtilages, considering their safe useful life expectancy with regard to the health and structural integrity of the trees, and to make recommendations for future management as appropriate. My emphasis has been to consider the likelihood of partial or complete failure of the trees and the associated risk of harm through injury and/or damage. I have also made comments on general management and good husbandry where relevant.
- 1.3 My triennial inspection of the trees was carried out in October 2022 and was of a preliminary and visual nature, from ground level, I have not carried out any excavations, taken soil, fungi or root samples for analysis. I examined the trees during calm and sunny weather and was not able to determine if the trees were unstable or subject to excessive movement during windy conditions.
- 1.4 To aid identification I have indicated the approximate positions of the trees commented upon on the attached plan.

2.0 Observations & Comments

- 2.1 There are numerous established mature and maturing trees creating effective shelterbelts on the roadside banks to either side of the main entrance drive. These include Beech, Norway Maple, Pine, Walnut, Cedar, Yew, Horse Chestnut and Western red cedar.
- 2.2 Most of the trees are in reasonably good order and no trees exhibited obvious major defects considered likely to result in imminent failure of stems or branches posing significant risk of harm or injury at this time.
- 2.3 However, the Horse chestnut (tag 0142) at the west end of the drive is now in very poor condition and exhibiting symptoms of the onset of decline. There are extensive area of bark necrosis associated with bleeding canker on the main stem, other patches of loose bark and associated decay on the lower stem, with clear signs of crown thinning and low bud density in the upper crown.
- 2.4 All three of the remaining Pine trees (0107, 0162 & 0168) have relatively thin crowns with a tall and slender growth habit. There are signs of browning foliage associated with the condition known as red band needle blight (RBNB), likely limiting their remaining useful life expectancy although I could find no obvious signs of movement or potential instability of the rootplates at this time.
- 2.5 Similarly, the Walnut trees (notably 0133 & the recently reduced 0175) exhibit fairly poor growth and thinning foliage. It was also noted that the Cedar (0151) and the Western red cedar appear to have considerably thinner crown densities than previously observed.
- 2.6 In addition the large Norway maple (0128) has some fairly large dead branches, most likely associated with squirrel damage and some small areas of decay on the lower main stem associated with historic stem damage many years ago. No other obvious signs of rapidly advancing decline, likely rootplate failure, or other obvious major defects were observed with regards to other trees at this time.

3.0 Conclusions and Recommendations

- 3.1 No urgent remedial works due to an imminent risk of failure likely to cause significant damage or injury, are considered necessary at this time. Nevertheless some symptoms of declining vitality were noted with certain individual trees. This could well be associated with the particularly challenging heat and drought conditions experienced this year. Further continued monitoring will establish if this is negated by a return to more normal growing conditions, or exacerbated by further extreme weather patterns.
- 3.2 It is anticipated that the Horse chestnut will continue to decline, possibly fairly rapidly, and its removal will become increasingly inevitable over time. Similarly, I expect a continued gradual decline in the health and vitality of the remaining Pine trees and Walnut, and ultimately, the likely need for their removal.
- 3.3 No other potentially significant features were to be noted at this time, although the apparent thinning of the crowns of the Cedar and Western red cedar should continue to be monitored for signs of further deterioration and/or the onset of further decline.

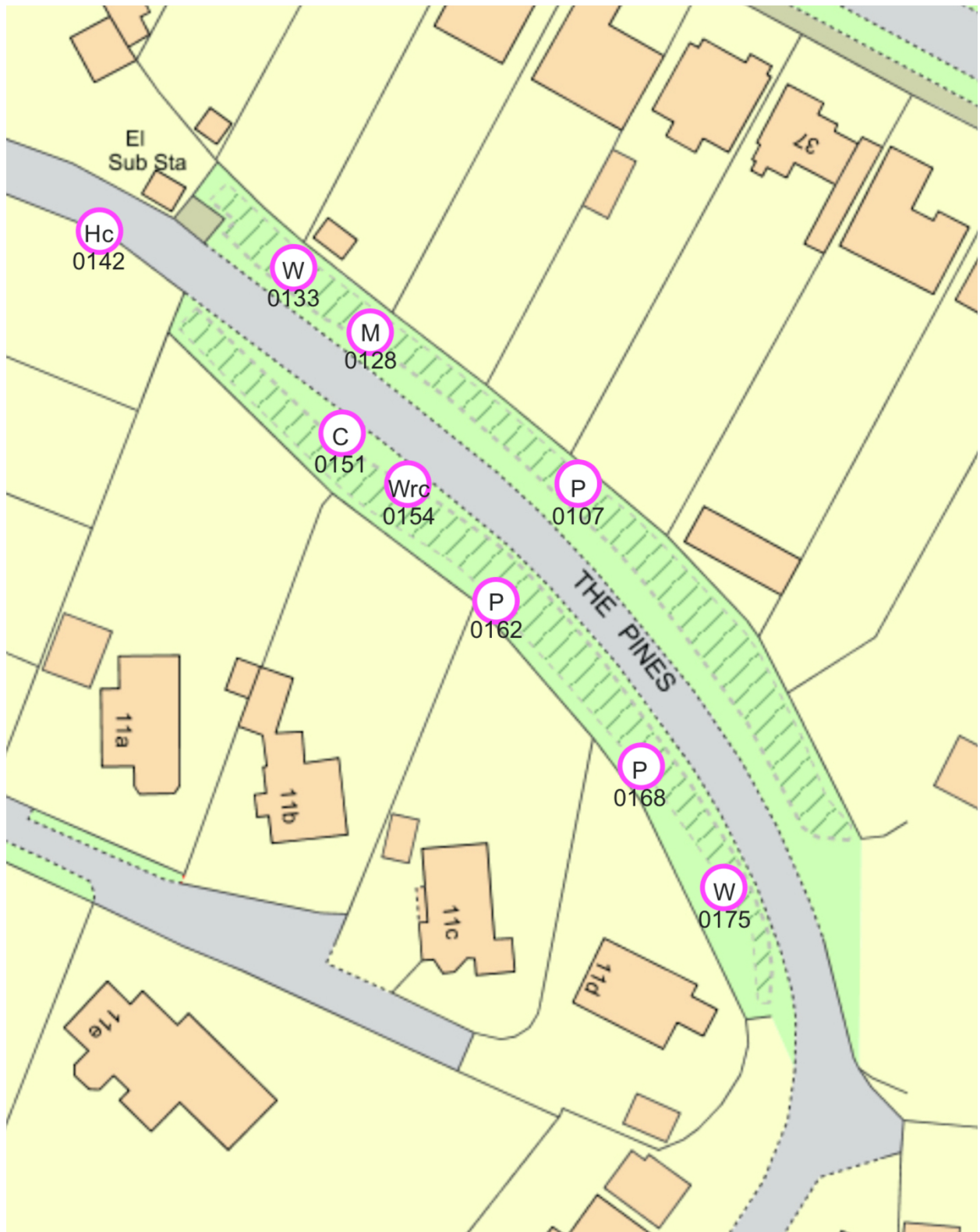
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- 3.4 Further continued assessments are recommended on a triennial cycle to monitor the further condition or decline of the retained trees. As such, and in the absence of clearly obvious deterioration in the health and vitality of any individual specimens, I recommend the trees be reassessed during the summer months of July/August 2025.

Bill Kowalczyk Dip.Arb(RFS), F.Arbor.A

31st October 2022

Tree Plan indicating approximate positions of trees – not to scale



- C : Cedar
- P : Pine
- W : Walnut
- M : Norway maple
- Hc : Horse chestnut
- Wrc : Western red cedar

I think that I shall never see
A poem lovely as a tree
(Joyce Kilmer)



Establishing the Context

Trees provide many important benefits

The benefits that trees give us are many. The more obvious values are visual beauty in the landscape, timber, and the crops we harvest. Further benefits include essential wildlife habitat, pollution filtering, and reducing the harmful effects of both weather and climate change. Trees also have important social value as part of our culture, history, or because they commemorate an important event. As if those benefits weren't enough, an increasing body of scientific evidence clearly demonstrates that trees are fundamental to our physical health, mental wellbeing, and quality of life.

Risk from tree failure to public safety is extremely low

Compared to other everyday risks that we readily accept, the overall risk to us and our property from tree failure is extremely low. The annual risk of a death is much less than one in a million. Given the number of trees we live with, and how many of us pass under them each and every day, being killed or injured by a tree is a very rare event.

Of course, trees are natural living structures and can sometimes shed branches or fall over. But this usually happens during severe weather, and when they have very obvious defects. Because we need the many benefits from trees, we also have to accept that some may fail during severe weather.

Our Duty of Care Reasonable Proportionate Reasonably Practicable

We have a duty of care to manage the risk from our trees. But that duty also says we should be reasonable, proportionate, and reasonably practicable when managing the risk. What this means is, there's a balance we need to strike between the many benefits trees provide, the risk from them, and the costs of managing the risk. By taking a balanced approach, we don't waste resources by reducing risk - and losing the benefits - where the risk is already acceptable or tolerable.

Risk-Benefit Tolerance

What is an acceptable level of risk from our trees?

The Tolerability of Risk Framework (ToR) is an internationally recognised approach to making risk management decisions where risks are imposed and have benefits. ToR identifies Broadly Acceptable and Unacceptable levels of risk. Between these two risks is a region where the risk is Tolerable if it is 'as low as reasonably practicable' (ALARP). A risk is ALARP if the costs of the risk reduction are greater than the value of the risk reduction.

Our Tree Risk-Benefit Ratings



We are going to manage the risk from our trees using ToR principles. **VALID** has rationalised ToR specifically for tree risk-benefit management. There are three easy to understand traffic light colour-coded risk ratings.

Red - Unacceptable risks will be reduced; for example, by pruning or felling the tree, or managing the level of occupation beneath it. Risk reduction work will be given priority where the risk is highest, and where it is most cost-effective.

Amber - Tolerable If ALARP risks will also be reduced when they are *not* ALARP. These risks will not be reduced when they *are* ALARP.

Green - Acceptable risks will not be reduced.

Further Reading
'Common Sense Risk Management of Trees'
National Tree Safety Group

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Qualifications and Experience

Tree Consultant : Bill Kowalczyk, Dip.Arb.(RFS), F.Arbor.A.

Bill Kowalczyk, Dip.Arb.(RFS), F.Arbor.A., is a recognised specialist consulting arboriculturist practising nationally from offices in Winchester, Hampshire. He has a Diploma of Arboriculture awarded by the Royal Forestry Society, and is a Fellow of the Arboricultural Association. He is a Life Member of the International Society of Arboriculture and in 1996 was awarded an Honorary Life Membership of the United Kingdom and Ireland Chapter of the International Society of Arboriculture.

His experience in tree care spans over 45 years since joining Nottingham City Council in 1977. In 1980 he was employed as a forester for Hampshire County Council before starting his own tree care business in 1986. He is a director of Professional Tree Services Limited. For over 36 years Bill Kowalczyk has been providing professional advice to Local Authorities, developers, structural engineers, architects, insurers, estate agents and the private sector.

He has been involved with Arboricultural research, contributing to the Kew Root Survey following the Great Storm of 1987, assisting with the English translation of arboricultural texts from German and involved within review groups for the development of a number of technical publications in the UK. He has also written and published papers in his own right and appeared on BBC Radio and TV.

As a member of the executive board of the UK/I Chapter of the ISA Bill Kowalczyk has been responsible for the development and dissemination of arboricultural research, organising and speaking at workshops and seminars with leading arboricultural researchers from the USA and Europe. He is also a Past President of the UK/I Chapter of the ISA and was Tree Academy Chair for the ISA international conference in August 1998.

He is also closely involved both nationally and internationally in the development of tree climbing competitions travelling throughout Europe and supporting the UK/I team.

Clients include:

Test Valley Borough Council	Winchester City Council
Hampshire County Council Police Authority	Southampton City Council
St Cross Hospital, Winchester	Fareham Borough Council
Radley House Partnership	Relph Ross Partnership, Salisbury
Church Commissioners,	Highgrove House
Wolvesey Palace, Winchester	Belgarum Property Management
Stansted Park Foundation	Winchester Residential
Southampton University	Lainston House, Winchester
	Dust Architecture, Winchester

Principal Tree Consultant : Bill Kowalczyk, Dip.Arb.(RFS), F.Arbor.A.

1. Any report is provided for the sole use of the named Client and is confidential to the Client and his professional advisers. The Consultant accepts responsibility to the Client alone for the stated purposes of the report, which will be prepared, with the skill, care and diligence reasonably to be expected of a competent Arboricultural Consultant, but no responsibility whatsoever is accepted to any person other than the Client himself. Any other such person relies upon the report at entirely his own risk. Neither the whole nor any part of the report or any reference thereto may be included in any published document, circular or statement nor may it be published in any way without the Consultant's prior written approval of the form and context in which it may appear.
2. The Client shall pay the Consultant his fee for the report regardless of any outcome. In addition, the Client will reimburse the Consultant the cost of all reasonable out of pocket expenses which he may incur. Payment in full of the total amount due must be made within 7 days and the Consultant shall be entitled to charge interest both before and after any judgement on the amount unpaid, at the rate of 2% per month from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). No discount nor retention or set off against the same due is allowed unless agreed previously by the Consultant in writing.
3. In making the report, the following assumptions will be made by the Consultant (and these are therefore matters for which no responsibility can be accepted by the Consultant):
 - (i) that the land which is the subject of the inspection or survey is not subject to any unusual or especially onerous restrictions, encumbrances or outgoings and that good title can be shown.
 - (ii) that the land and its value are unaffected by any matters which might be revealed by a local search or replies to conveyancing enquiries or by any statutory notice and that neither the land nor its condition nor its use nor its intended use is, or will be, unlawful or contrary to planning or building regulations.
 - (iii) that inspection of those parts of the land or soil strata or any tree which have not been inspected would neither reveal material defects nor cause the Consultant to alter his opinion materially.
 - (iv) that there are not underground pipes wires cables or other services or installations which might be damaged as a result of work recommended or necessary
 - 2(v) that no tree is the subject of or protected by a Tree Preservation Order or the terms of a planning consent, in relation to which the Client must make his own enquiries of the Planning Department responsible.
4. The Consultant will provide his opinion on those matters in respect of which he has given the Client express written confirmation and subject to the limitations and conditions then stated.
5. It is possible that the report will suggest further investigation works to be carried out by a specialist firm or person eg; Structural Engineer, Surveyor, drain or electrical engineer. On no account will liability be accepted by the Consultant in respect of matters on which the Client is recommended to obtain such other specialist advice or if the Client proceeds or acts without obtaining and acting upon the relevant further advice.
6. The report will not purport to express an opinion about or to advise upon the condition of uninspected parts of the land or trees and should not be taken as making any implied representation or statements about such parts.
7. The Consultant will carry out such work with the skill, care and diligence which can reasonably be expected of a competent Arboricultural Consultant, always bearing in mind the limitations of the inspection.
8. Preliminary or Level 1. Surveys are visual inspections, which do not include any information on engineering, no root or soil samples are taken for analysis and trees are not climbed.
9. The Consultant will inspect as much of the land and trees as is practicable given the scope of his instructions and the level of fee agreed. He will be under no obligation to inspect those areas that are unexposed or not readily accessible.
10. Except where the contrary is stated, parts of the land or of trees, which are covered unexposed without excavation or inaccessible without climbing, will not be inspected.
11. Without specific written instructions the Consultant will not report on the condition of other parts of the land or trees.
12. The report shall provide information as to the overall condition of the land and trees and is not intended to be an inventory of every single defect which might insignificantly affect the Client's proposal.
13. Any verbal information given by the Consultant prior to the Client's receipt of the written report shall not be construed as a representation or warranty and should not be relied or acted upon.
14.
 - i) Subject as expressly provided in these conditions, and except where the Client is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law
 - ii) Any claim by the Client which is based on any defect in the nature or quality of the Consultant's services shall be notified to the Consultant within 7 days from the date of supply
 - iii) Except in respect of death or personal injury caused by the Consultant's negligence, the Consultant shall not be liable to the Client by reason of any representation, or implied warranty, condition or other term, or any duty at common law, or under the express terms of any contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Consultant his employees or agents or otherwise) which arise out of or in connection with the Consultant's services, except as expressly provided in these conditions.
 - iv) The Consultant shall not be liable to the Client or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Consultant's obligations in relation to the services he renders if the delay or failure was due to any cause beyond the Consultant's control
15. Each provision of these conditions limiting or excluding liability operates separately in itself and survives independently of the others
16. Any dispute arising out of or in connection with the contract between the Client and the Consultant shall be referred to the arbitration of a single arbitrator appointed by agreement between the parties or, in default of agreement, nominated on the application of either party by the Arboricultural Association.
17. The contract between the Client and the Consultant shall be governed by the Laws of England. 27.06.22