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# ARBORICULTURAL SITE INSPECTION REPORT IN RELATION TO THE PROTECTION OF TREES DURING CONSTRUCTION DEVELOPMENT ON LAND AT;

GARAGE COTTAGES
BRIDGETTS LANE
MARTYR WORTHY
WINCHESTER
SO21 1AR

Planning Ref: SDNP/23/04096/FUL

Prepared by

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

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### 1. INTRODUCTION

- 1.1 <u>Brief:</u> I am instructed to inspect the above-referenced site since planning permission has been approved and site works commenced. The site visit seeks to inspect tree protection measures in accordance with the approved Arboricultural Method Statement.
- 1.2 A planning application has been approved, with conditions, to develop the site by the demolition of old conservatories and outbuildings and construction of single-storey extensions and provision of parking spaces at Garage Cottages Bridgetts Lane, Martyr Worthy, Winchester.
- 1.3 This report has been subsequently prepared after a site inspection on 04.03.2024. Arboricultural site supervision has been undertaken to comply with conditions set out as part of the granted planning permission SDNP/23/04096/FUL.
- 1.4 The purpose of this report is to provide written evidence of an arboricultural monitoring visit having been undertaken. This document is to be read in conjunction with the Arboricultural Impact Assessment and Method Statement and, the Tree Protection Plan, by Professional Tree Services Ltd.
- 1.5 **Qualifications & Experience:** I have based this report on my site observations and subsequent discussions with the client and have come to the conclusions based on my experience and professional qualifications in arboriculture (see Appendix iv).
- 1.6 <u>Documents Provided:</u> I have been provided with pdf. copies of a 1:100 topographic survey (dwg. no. 10180/01 dated December 2022) showing the existing site features, and a proposed site plan (dwg. no. 0391/105 dated January 2023) indicating the proposed new site layout.
- 1.7 I have referenced the approved Arboricultural Impact Assessment and Method Statement produced by Professional Tree Services Ltd BARB/2382aiams and the Tree Protection Plan illustrated within that report and included at Appendix ii. This plan illustrates the significant trees on the site, the root protection areas, and the construction exclusion zone recommended to avoid significant damage to roots of retained trees during construction.
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- 1.9 Conditions of engagement are detailed in Appendix iv of this report.

# 2.0 ARBORICULTURAL SITE SUPERVISION REPORT

2.1 <u>Site Visit:</u> This site supervision report follows an inspection of the site on 4 Febuary 2024

ITEM	LOCATION	NOTES / RECOMMENDATIONS	ACTION
1	T3, T5, T6, T7, T8, T10	Proposed tree protection fencing has been installed to follow the edge of the existing hard standing – shown on the Tree Protection Plan (TPP) in a light blue dashed line. This goes above and beyond what is specified on the TPP but works naturally on the site and will prevent unnecessary rutting of existing soft ground from vehicular movement and/or the storage of building material within close proximity to the retained Root Protection Area (RPA).	Maintain TPP in good condition throughout construction.

Arboricultural Site Inspection Report - trees at Garage Cottages Bridgetts Lane, Martyr Worthy © Professional Tree Services Ltd. – 12.03.2024 Ref: BARB/2382asir

ITEM	LOCATION	NOTES / RECOMMENDATIONS						
<b>ITEM</b>	T11 - Beech	NOTES / RECOMMENDATIONS  On-site discussion and consideration of the existing site layout led to an agreement to deviate from the tree protection plan to firstly, maintain the existing footway access to the neigbouring property to the south as seen on the TPP and, to keep access open where there is existing hard-standing and favour protection of only the exposed soft RPA.  Furthermore, orange netting fencing has been installed around the exposed soft ground RPA of T11 rather than heras fencing. This is seen to be a reasonable measure given that there is no requirement whatsoever to access the soft ground of the RPA given that there is ample existing hardstanding available.	Maintain tree protection fencing as it is to ensure protection of any soft ground within RPA.					

ITEM	LOCATION	NOTES / RECOMMENDATIONS	ACTION
3	Tree Protection Plan	The fencing alignment now roughly follows the below. The blue line represents the new heras fencing alignment and the orange line represents the new alignment of netting fencing. Pink is the old alignment. All fencing now follows the line of the transition from soft ground to hardstanding concrete.  New parking spaces installed after completion of other site works using no-dig cellular confinement system  Recommended position of position of the position of the site works using no-dig cellular confinement system  Recommended position of the site works using no-dig cellular confinement system  Recommended position of the site works using no-dig cellular confinement system  Recommended position of the site works using no-dig cellular confinement system  Recommended position of the site works using no-dig cellular confinement system  Recommended position of the site works using no-dig cellular confinement system  Recommended position of the site works using no-dig cellular confinement system  Recommended position of the site works using no-dig cellular confinement system  Recommended position of the site works using no-dig cellular confinement system  Recommended position of the site works using no-dig cellular confinement system  Recommended position of the site works using no-dig cellular confinement system  Recommended position of the site works using no-dig cellular confinement system  Recommended position of the site works using no-dig cellular confinement system  Recommended position of the site works using no-dig cellular confinement system  Recommended position of the site works using no-dig cellular confinement system  Recommended position of the site works using no-dig cellular confinement system  Recommended position of the site works using no-dig cellular confinement system  Recommended position of the site works using no-dig cellular confinement system  Recommended position of the site works using no-dig cellular confinement system  Recommended position of the site works using no-dig cellular confineme	
4	Whole site	The next inspection shall be undertaken in 2-3 months (May) or at the request of the client if sooner to ensure that tree protection measures are being maintained. It is possible that evidence of these measures being followed could be provided by the client by supplying photos of the site.  A following site visit will be required to oversee the construction of the above ground, no-dig, car parking using a 3D cellular confinement system within the RPA.	

# **APPENDIX I**

### TREE SURVEY SCHEDULE:

### TREES ON LAND ADJACENT TO GARAGE COTTAGES BRIDGETTS LANE MARTYR WORTHY

						1					1	
No	Species	Ht	S/D	B/S	C/H	Age	P/C	S/C	M/R	Ule	Cat	RPA
1	SILVER BIRCH	12.0	0.25	3.0 3.0 3.0 3.0	2.0	МІ	G	Reasonable tree with narrow crown & ascending habit.	No action necessary currently required.	15+	С	2.4
2	APPLE	5.0	0.3	3.0 3.0 3.0 3.0	1.5	ОМ	Р	Heavily reduced & with extensive decay associated with previous pruning events.	No action necessary.	5-10	С	3.6
3	BEECH	17.0	0.35	7.0 7.0 5.0 7.0	3.0	МІ	G	Fine specimen tree.	No action necessary.	20+	В	4.2
4	HAWTHORN	7.0	0.15 (x3)	4.0 2.0 1.0 3.0	2.5	МІ	Р	Multi-stemmed tree, suppressed by larger Beech (3), heavily infested by climbing lvy.	Remove to permit creation of parking spaces.	5-10	С	3.1
5	HAWTHORN	9.0	0.2	4.0 2.0 - 3.0	4.0	МІ	F	Leaning 10° (N), suppressed by larger Beech (3), no special merit.	Remove to permit creation of parking spaces.	15+	С	2.4
6	LIME	14.0	0.35	7.0 5.0 7.0 5.0	3.0	МІ	F	Twin-stemmed from 3m, reasonable tree, no obvious major defects.	No action necessary.	20+	С	4.2
7	LIME	14.0	0.35	7.0 5.0 7.0 5.0	3.0	МІ	F	Reasonable tree, no obvious major defects.	No action necessary.	20+	С	4.2
8	YEW	4.0	0.25	2.5 2.5 2.5 2.5 2.5	1.0	MI	Р	Poor form, partly suppressed.	No action necessary.	10-15	С	3.0
9	LIME	15.0	0.35	7.0 5.0 5.0 5.0	1.5	MI	F	Reasonable tree, no obvious major defects.	Remove to permit creation of parking spaces.	20+	В	4.2
10	LIME	11.0	0.3	3.0 6.0 7.0 5.0	2.5	МІ	F	Leaning 10° (SE), partly suppressed (9), no obvious major defects.	No action necessary.	20+	С	3.6
11	BEECH	17.0	0.7	9.0 9.0 9.0 8.0	2.5	М	G	Fine specimen, no obvious major defects.	Raise crown by reducing lowest branches over access drive to give clearance of 4-5m above ground.	20+	Α	8.4

### Abbreviations used in the tree schedule:

Size: (All dimensions estimated in metres)

Ht - Height

S/D - Stem Diameter at 1.5m

B/S - Branch Spread radius (N,E,S,W)

C/H - Crown Height - height of lowest branches

P/C: **Physiological Condition** S/C: **Structural Condition** 

G-Good F – Fair P - Poor

M/R: ULE: **Management Recommendations Useful Life Expectancy** (estimated yrs)

Age:

MI

M

OM

– Maturing– Mature

- Over-mature

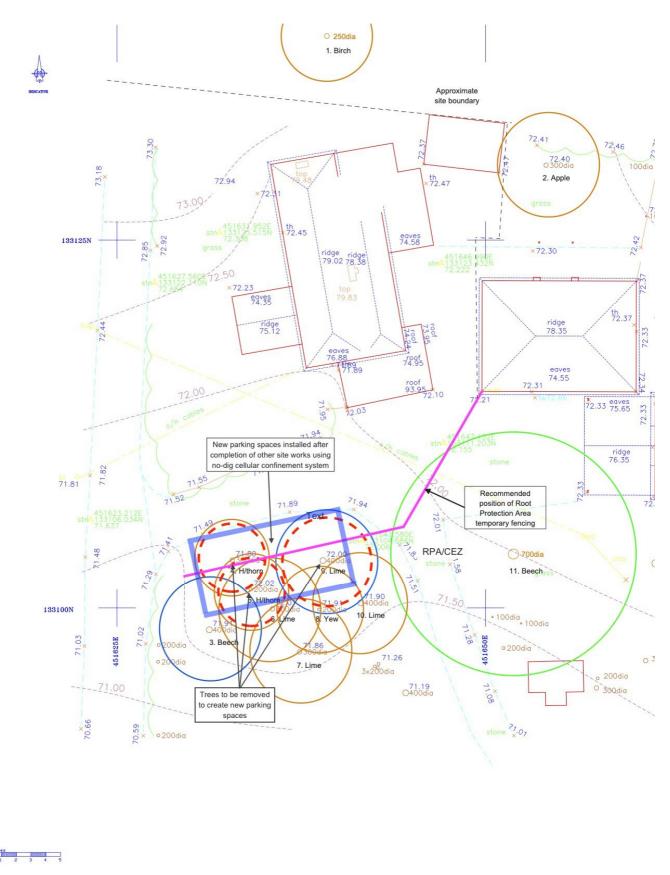
Category: (as per BS 5837:2012) RPA: Root protection area (radius in metres

A - Good quality – especially worthy of retention from stem)

B - Reasonable quality - worthy of retention C - Moderate quality - short-term usefulness U - Poor quality – undesirable for retention

### **APPENDIX II**

<u>Tree Protection Plan:</u> Indicating root protection area (RPA) and construction exclusion zone (CEZ), temporary protective fencing & extent of cellular confinement system.



Arboricultural Site Inspection Report - trees at Garage Cottages Bridgetts Lane, Martyr Worthy © Professional Tree Services Ltd. – 12.03.2024 Ref: BARB/2382asir

### **APPENDIX III**

### Method Statement for Protection of Trees During Construction at:

Land adjacent Garage Cottages, Bridgetts Lane, Martyr Worthy, Winchester

The timing of each stage of construction works will adhere to the following conditions.

### 1.0 Phase 1 - Pre-construction meeting

- 1.1 An appropriately qualified arboriculturist (tree consultant) will be appointed to supervise all tree protection and management issues for the entire period of the construction project regardless of any change in ownership.
- 1.2 A pre-start site meeting will be arranged prior to any access to the site between the client/project manager, site construction manager/foreman, tree consultant and the Council Tree Officer (as appropriate) to clarify all tree protection measures required, site access, timetable of operations and other constraints.
- 1.3 The root protection area (RPA) for retained trees will be established to create a construction exclusion zone (CEZ) before commencement of other site works. Protective measures will be installed as shown on the tree protection plan at Appendix ii included with this document.

### 2.0 Phase 2 – Installation of tree protection

2.1 The RPA/CEZ will be secured with 2m high Heras welded mesh fence panels fixed to timber posts or scaffolding supports, to protect the root-zones before any clearance, demolition, or other site works commence and clear notices will be affixed to fences indicating the protected status.

# 3.0 Phase 3 - General principles of tree protection

- 3.1 The site manager will ensure complete understanding of RPA constraints before setting out and the importance of the RPA and the value of the retained tree will be included as a significant element of site induction.
- 3.2 The RPA is considered as a construction exclusion zone and no access for any operations will be permitted. This Method Statement and Tree Protection Plan will be retained on site at all times for ease of reference.
- 3.3 No storage of materials or mixing of cement etc., will be permitted in the protected RPA or the CEZ area.
- 3.4 In areas close to RPA the secure nature of protective fencing will allow for only limited access and little space for manoeuvre. In these areas operations will be carried out by-hand, or using hand-operated machinery, to reduce the risk of damage to tree roots.
- 3.5 All visitors, contractors, sub-contractors and plant operators will be made aware that the tree protection areas are 'out of bounds' and no storage or discharge of materials of any kind is permitted, so that the trees can be effectively protected.
- 3.6 The tree consultant will visit the site at regular intervals to ensure efficacy of RPA.

### Method Statement for Protection of Trees During Construction at:

Land adjacent Garage Cottages, Bridgetts Lane, Martyr Worthy, Winchester

### 4.0 Phase 4 - New site access works, groundworks & construction of new build

- 4.1 All works close to the RPA will be carried out by hand and under close supervision to avoid accidental root damage and disturbance of the surrounding soil. No heavy works machinery, excavators or equipment will be permitted into the RPA and the site will be closely supervised by the tree consultant.
- 4.2 All methods for or trenching for drainage and other services will be precisely determined at the initial site meeting to assess the requirement and/or methods for excavations close to any parts of the RPA, even if remote from the retained trees. Any work in these areas will be scheduled to be directly supervised by the tree-consultant and no movement of the RPA fencing or boarding will be carried out without prior consent from the planning authority.
- 4.3 Any tree roots exposed will be properly pruned using sharp secateurs and/or pruning saws. All cut surfaces will then be immediately covered with damp hessian or polythene until the area can be back-filled.
- 4.4 Special care must be exercised in carrying out any works adjacent to the RPA, particularly when using hoists and cranes, to avoid damage to the canopy of the protected trees.
- 4.5 The new car parking spaces will be installed after all demolition, reconstruction other operations have been completed. This installation will be achieved with minimal excavations and the hard-standing will be installed using a no-dig cellular confinement system above existing ground levels.

### 5.0 Phase 5 - Completion of works

- 5.1 Final landscaping works adjacent the root protection area will be carried out by hand without mechanical excavators or other machinery or permitting infilling of levels or trenching for services.
- 5.2 Planting of replacement trees (in the most suitable position to be agreed) will be completed at the first available planting season (November to March) after completion of all other site works.

### Method Statement for Protection of Trees During Construction at;

Land adjacent Garage Cottages, Bridgetts Lane, Martyr Worthy, Winchester

Figure 1. Example specification for protective fencing to which tree protection area notices will be attached

Key

Standard scaffold poles

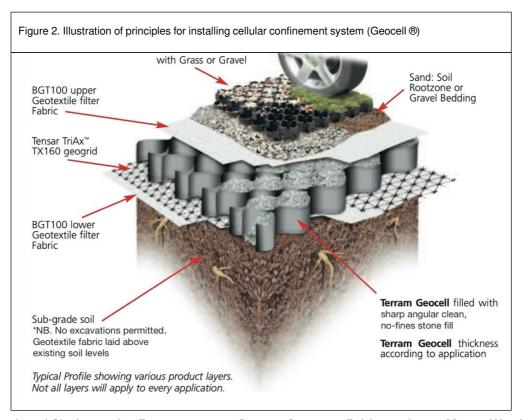
Heavy gauge 2 m tall galvanized tube and welded mesh infill panels

Panels secured to uprights and cross-members with wire ties

Ground level

Uprights driven into the ground until secure (minimum depth 0.6 m)

Standard scaffold clamps



Arboricultural Site Inspection Report - trees at Garage Cottages Bridgetts Lane, Martyr Worthy © Professional Tree Services Ltd. – 12.03.2024 Ref: BARB/2382asir



# TREE PROTECTION AREA KEEP OUT

TREES ENCLOSED BY THIS FENCE ARE PROTECTED BY PLANNING CONDITIONS & TREE PRESERVATION ORDERS (TOWN & COUNTRY PLANNING ACT 1990)

# NO ACCESS IS ALLOWED DURING CONSTRUCTION PERIOD

- THE PROTECTIVE FENCING MUST NOT BE REMOVED.
- NO PERSON SHALL ENTER THE PROTECTED AREA
- NO MACHINE OR PLANT SHALL ENTER THE PROTECTED AREA
  - NO MATERIALS SHALL BE STORED IN THE PROTECTED AREA
  - NO SPOIL SHALL BE DEPOSITED IN THE PROTECTED AREA
  - NO EXCAVATION SHALL OCCUR IN THE PROTECTED AREA

ANY INCURSION INTO THE PROTECTED AREA MAY ONLY BE WITH THE WRITTEN PERMISSION OF THE LOCAL PLANNING AUTHORITY

APPENDIX IV

**Qualifications and Experience** 

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

Bill Kowalczyk 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 46 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 37 years he has been providing professional advice to Local Authorities, developers, structural engineers, architects,

insurers, estate agents and public and private landowners.

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 he 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, seminars and workshops, travelling throughout Europe and supporting the UK/I tree climbing team.

Clients include:

Winchester Residential

Dust Architecture, Winchester

Belgarum Property Management Hampshire County Council Police

Winchester City Council Southampton City Council

Authority

Fareham Borough Council

St Cross Hospital, Winchester

Relph Ross Partnership, Salisbury

Radley House Partnership

Highgrove House

Church Commissioners,

**Peverel Management Services** Snug Architects Ltd, Southampton

Stansted Park Foundation

Wolvesey Palace, Winchester

Southampton University

### **APPENDIX V**

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### PROFESSIONAL TREE SERVICES Ltd.

### **CONDITIONS OF ENGAGEMENT**

### 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
  - 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.
- 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
- 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.
  - 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 condition.
  - 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. 27.5.2023