

Our ref: 1921805 L02 (00)

04 December 2023

Mr R Judd
GNB Developments
Limni Lodge
259 Noak Hill Road
Billericay
Essex
CM12 9UR

Dear Ricky,

**NOAK HILL FISHERY, 259A NOAK HILL ROAD, BILLERICAY, CM12 9UN
LAND CONTAMINATION STATEMENT**

1. Introduction & background

RSK Environment Limited (RSK) was commissioned by GNB Developments to provide a Land Contamination Statement for site known as Land at Noak Hill Fishery, 259a Noak Hill Road Billericay, CM12 9UN. The statement is provided as per email proposal, dated 15th November 2023.

RSK have previously Prepared a Phase I Geo-environmental Risk Assessment report for the site, as referenced below:

- RSK Environment Ltd – Preliminary Geo-environmental Risk Assessment Report, Report Reference 1921805 R01 (01), dated April 2021.

To summarise the content of the report, the Preliminary Geo-environmental Risk Assessment identified the site, which has been undergoing redevelopment for a residential land end use, to have historically been used for poultry farming and more recently, fish farming. Whilst these former uses were not considered to have caused any significant land contamination issues, the site (at the time of the previous assessment), was littered with spoil and debris associated with the former land uses and the initial stages of site enabling works.

The debris and Made Ground soils were considered to potentially pose a risk to the future development and surrounding environs, and it was therefore recommended that the debris/soils be removed from the site by suitably qualified contractors to an appropriate facility under documentation. Following these activities, any areas of Made Ground to remain on site were to be encapsulated beneath permanent hardstanding (or alternatively, beneath 600mm clean uncontaminated soil), to protect future site users.



**INVESTORS
IN PEOPLE**

2. Information provided by the developer

Following issue of the report, photographic evidence was provided by the developer to RSK, visually confirming the removal of the potentially deleterious debris/soils that had previously surfaced the site. The evidence also confirmed the placement of new hardstanding surfaces above a granular subgrade material positioned across the external areas of the new development.

3. Final Land Quality Statement

Based upon the review of the information provided, the actions implemented by the developer are considered to have effectively removed the previously identified sources of potential on-site contamination and therefore broken any viable potential pollutant pathways between future site users and potential residual contaminants across the site.

In conclusion, the site now appears unlikely to pose a risk to future residential users or the wider environment.

The above statement is provided in accordance with that previously issued to the developer, which we understand facilitated the sign off of the development with the relevant Local Authority department.

We trust the above is suitable for your present needs and will enable all outstanding land quality conditions to be discharged.

Should you have any queries or require any additional information please do not hesitate to contact the undersigned.

Yours sincerely
for **RSK Environment Limited – Geosciences**



Greg Wain
Principal Geo-environmental Engineer

APPENDIX A

SERVICE CONSTRAINTS

1. This report and the site investigation carried out in connection with the report (together the "Services") were compiled and carried out by RSK Environment Limited (RSK) for GNB Developments (the "Client") in accordance with the terms of a contract [RSK Environment Standard Terms and Conditions] between RSK and the Client. The Services were performed by RSK with the reasonable skill and care ordinarily exercised by an environmental consultant at the time the Services were performed. Further, and in particular, the Services were performed by RSK taking into account the limits of the scope of works required by the client, the time scale involved and the resources, including financial and manpower resources, agreed between RSK and the Client.
2. Other than that, expressly contained in paragraph 1 above, RSK provides no other representation or warranty whether express or implied, in relation to the Services.
3. Unless otherwise agreed in writing, the Services were performed by RSK exclusively for the purposes of the Client. RSK is not aware of any interest of or reliance by any party other than the Client in or on the Services. Unless expressly provided in writing, RSK does not authorise, consent or condone any party other than the client relying upon the Services. Should this report or any part of this report, or otherwise details of the Services or any part of the Services be made known to any such party, and such party relies thereon that party does so wholly at its own and sole risk and RSK disclaims any liability to such parties. **Any such party would be well advised to seek independent advice from a competent environmental consultant and/or lawyer.**
4. It is RSK's understanding that this report is to be used for the purpose described in the introduction to the report. That purpose was a significant factor in determining the scope and level of the Services. Should the purpose for which the report is used, or the proposed use of the site change, this report may no longer be valid and any further use of or reliance upon the report in those circumstances by the client without RSK's review and advice shall be at the client's sole and own risk. Should RSK be requested to review the report after the date of this report, RSK shall be entitled to additional payment at the then existing rates or such other terms as agreed between RSK and the client.
5. The passage of time may result in changes in site conditions, regulatory or other legal provisions, technology or economic conditions which could render the report inaccurate or unreliable. The information and conclusions contained in this report should not be relied upon in the future without the written advice of RSK. In the absence of such written advice of RSK, reliance on the report in the future shall be at the Client's own and sole risk. Should RSK be requested to review the report in the future, RSK shall be entitled to additional payment at the then existing rate or such other terms as may be agreed between RSK and the client.
6. The observations and conclusions described in this report are based solely upon the Services which were provided pursuant to the agreement between the Client and RSK. RSK has not performed any observations, investigations, studies or testing not specifically set out or required by the contract between the client and RSK. RSK is not liable for the existence of any condition, the discovery of which would require performance of services not otherwise contained in the Services. For the avoidance of doubt, unless otherwise expressly referred to in the introduction to this report, RSK did not seek to evaluate the presence on or off site of asbestos, invasive plants, electromagnetic fields, lead paint, heavy metals, radon gas, persistent, bioaccumulative or toxic chemicals (including PFAS compounds) or other radioactive or hazardous materials, unless specifically identified in the Services.
7. The Services are based upon RSK's observations of existing physical conditions at the Site gained from a visual inspection of the site together with RSK's interpretation of information, including documentation, obtained from third parties and from the Client on the history and usage of the site, unless specifically identified in the Services or accreditation system (such as UKAS ISO 17020:2012 clause 7.1.6):
 - a. The Services were based on information and/or analysis provided by independent testing and information services or laboratories upon which RSK was reasonably entitled to rely.
 - b. The Services were limited by the accuracy of the information, including documentation, reviewed by RSK and the observations possible at the time of the visual inspection.

- c. The Services did not attempt to independently verify the accuracy or completeness of information, documentation or materials received from the client or third parties, including laboratories and information services, during the performance of the Services.

RSK is not liable for any inaccurate information or conclusions, the discovery of which inaccuracies required the doing of any act including the gathering of any information which was not reasonably available to RSK and including the doing of any independent investigation of the information provided to RSK save as otherwise provided in the terms of the contract between the Client and RSK.

8. The intrusive environmental site investigation aspects of the Services are a limited sampling of the site at pre-determined locations based on the known historic / operational configuration of the site. The conclusions given in this report are based on information gathered at the specific test locations and can only be extrapolated to an undefined limited area around those locations. The extent of the limited area depends on the properties of the materials adjacent and local conditions, together with the position of any current structures and underground utilities and facilities, and natural and other activities on site. In addition, chemical analysis was carried out for a limited number of parameters (as stipulated in the scope between the client and RSK, based on an understanding of the available operational and historical information) and it should not be inferred that other chemical species are not present.
9. Any site drawing(s) provided in this report is (are) not meant to be an accurate base plan but is (are) used to present the general relative locations of features on, and surrounding, the site. Features (intrusive and sample locations etc) annotated on site plans are not drawn to scale but are centred over the approximate location. Such features should not be used for setting out and should be considered indicative only.
10. The comments given in this report and the opinions expressed are based on the ground conditions encountered during the site work and on the results of tests made in the field and in the laboratory. However, there may be conditions pertaining to the site that have not been disclosed by the investigation and therefore could not be taken into account. In particular, it should be noted that there may be areas of made ground not detected due to the limited nature of the investigation or the thickness and quality of made ground across the site may be variable. In addition, groundwater levels and ground gas concentrations and flows, may vary from those reported due to seasonal, or other, effects and the limitations stated in the data should be recognised.
11. Asbestos is often observed to be present in soils in discrete areas. Whilst asbestos-containing materials may have been locally encountered during the fieldworks or supporting laboratory analysis, the history of brownfield and demolition sites indicates that asbestos fibres may be present more widely in soils and aggregates, which could be encountered during more extensive ground works.
12. Unless stated otherwise, only preliminary geotechnical recommendations are presented in this report and these should be verified in a Geotechnical Design Report, once proposed construction and structural design proposals are confirmed.