

MINUTES

JBA Project Code 2011s5031
 Contract Thorne, Crowle & Goole Moors
 Client Doncaster East IDB
 Day, Date and Time 09 March 2016 – 10:00
 Meeting Steering Group Meeting - 004
 Venue JBA Consulting - Doncaster



Status		
Attending	Paul Duncan – Natural England - Chairman	PD (NE)
	Tim Kohler – Natural England	TK (NE)
	David Hoskins – Environment Agency	DH (EA)
	Ken Green – North Lincs Wildlife Trust	KG (NLWT)
	Martin Oldknow – Doncaster East IDB	MO (DEIDB)
	Sue Wilkinson – Doncaster East IDB	SW (DEIDB)
	David Hargreaves – Life Project	DH (LP)
	Craig Benson – IDB Finance Officer	CB (IDB)
	Balaji Angamuthu – JBA Consulting	BA (JBA)
	Chris Wright - JBA Consulting	CW (JBA)
	<i>Minutes taken by Susan Stephenson – JBA Consulting</i>	

Item		Action
1	Apologies No apologies were received.	
2	Introductions Introductions were made. KG reported that he was a temporary member and that NLWT will appoint a permanent member.	
3	Matters arising / minutes of last meeting (7.1) TK has recently emailed a template for carrying out Habitat Regulations Assessment (HRA) to Darren Whitaker (JBA) and will liaise with him to complete the assessment.	TK
3.1	(7.3) The Chairman reminded members present to return their Members Interest Forms to BA for addition to the website if they had not already done so. DH has already submitted his form but is not available on the website. BA never came across this form before and will check the project folder files.	All
3.2	(8.1) As previously discussed, this Steering Group still has two seats available. The Chairman is very keen to fill the vacancies and will contact both Doncaster and North Lincs Councils. CB commented that NLC is planning a £1.1m visitor centre for Crowle Moor.	PD
4	Health & Safety issues	
4.1	No accidents or near misses have been reported.	
4.2	BA reported that three contractors are currently working on site on four separate contracts (one contractor won two contracts)	
4.3	Due to a change in CDM regulations, JBA requested their CDM Advisor to visit site to review all Contractors implementation of Construction Phase Plan. Some procedures are still to be finalised but this will not have any detrimental impact of site works progress.	

MINUTES

JBA Project Code 2011s5031
 Contract Thorne, Crowle & Goole Moors
 Client Doncaster East IDB
 Day, Date and Time 09 March 2016 – 10:00
 Meeting Steering Group Meeting - 004
 Venue JBA Consulting - Doncaster

JBA
consulting

Item	Action
<p>5 Programme of works</p> <p>5.1 BA presented a full report – attached to these minutes as an addendum</p> <p>5.2 A vandalism issue was reported in early-February on the Natural England shed – telemetry cables had been damaged, which have now been repaired. To prevent a repeat of this, as a part of the proposed pumping station works, it is proposed to relocate the base station either to the pumping station or to the NE office.</p> <p>5.3 To comply with the bird-nesting season plastic piling and peat bunding works will cease on site within a week or two and recommence in September or October after the bird-nesting season.</p> <p>5.4 To date no complete structures have been handed over – a meeting is arranged with Natural England to discuss hand-over procedures.</p> <p>5.5 Tender documents have been received for the proposed pumping station, with tender appraisals to be completed in March with a view to an appointment being made in April for works to commence on site in June. DH (LP) requested a copy of the programme. SW reiterated that the IDB require the works to be brought in on time and within budget. BA reported that potential additional works will be reviewed during the summer for implementation after awarding the pumping station contract. As a part of the additional works tender, a statement can be included in the tender document to have a flexible scope of additional works.</p>	<p>BA</p> <p>BA</p>
<p>6 Financial</p> <p>6.1 CB presented a full financial report; attached to these minutes as an addendum.</p> <p>6.2 CB confirmed that the spend profile will be emailed out to members every month.</p> <p>6.3 The Chairman suggested a further meeting be organised for mid-April to review costs and to agree works to be carried out in 2016-2017, once the cost of the pumping station is known.</p> <p>6.4 DH(EA) confirmed that the 10% efficiency savings requested by the EA can be used as a 're-investment' on additional works within the scope of the project.</p> <p>6.5 Grant Claim now drawn up for current financial year.</p> <p>6.6 DH(LP) has Life Project report to complete and requires invoices up to end of financial year. A copy of the report will be sent to BA when completed. CB reported that JBA were in the process of requesting an increase in fees due to an increase in design, site supervision and contract administration. Allowance for this had been made in the budget and was in the original spend profile. BA presented the reasons (see attachment) for this increase in fees. Agreed that this will be considered and concluded at the next meeting.</p> <p>6.7 SW questioned why JBA required a contract with the IDB. It had been initially agreed that Doncaster East IDB were to be used as a 'holding' bank account only. BA mentioned that JBA were asked to formalise the contract by the IDB auditors and hence JBA have submitted a request letter to Chris McGuinness, Doncaster East IDB Chairman for this. The Chairman felt that the group's Terms of Reference required clarification. He proposed discussing this with Chris McGuinness Chairman of the IDB to confirm where accountability lies. SW said the IDB should be completely clear regarding governance, compliance, accountability, etc. MO said the next IDB meeting is in June and it is hoped that the Terms of Reference will be discussed.</p> <p>6.8 The Chairman requested that all additional costs be signed off prior to next meeting.</p>	<p>CB/BA</p> <p>CB/DH</p> <p>PD</p>

MINUTES

JBA Project Code 2011s5031
Contract Thorne, Crowle & Goole Moors
Client Doncaster East IDB
Day, Date and Time 09 March 2016 – 10:00
Meeting Steering Group Meeting - 004
Venue JBA Consulting - Doncaster



Item		Action
7	Proposed Pumping Station	
7.1	BA confirmed that an Eels Regulation letter had been received from the EA confirming no additional work was required.	
7.2	Planning permission application to be made by JBA for the pumping station wind turbine based on the preferred tenderer's appointment as the IDB permitted development could only be for building the pumping station.	
8	Any Other Business	
8.1	The proposed site visit was discussed. BA will open a Doodle Poll for available dates in April. The next steering group meeting will be on the same day as the site visit.	BA/ALL
8.2	KG reported that due to increased water levels and works on site pathways were being lost and plants destroyed and that maintenance of pathways should be prioritised.	
9	Date of next meeting	
9.1	To be arranged for April and to include a site visit.	BA
9.2	The meeting closed at 11:45 am	

10 Attachments to These Minutes

Financial report including Invoices, spend profile
Progress Report including programme, photos
Consents

Thorne, Crowle & Goole Moors SSSI WLMP Spend Profile	Estimated Final Costs	Estimated Final Contributions	Estimated Final Net Expenditure	EA Grant Approved	Expenditure to date to end Feb 15	Contributions To date to end Feb 15	Net Expenditure to date to end Feb 15	EA Grant balance end Feb 15	Actual Expenditure 2015/16				Estimated Expenditure 2016/17				Estimated EA Grant Final Balance
									Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
Environmental Statement	£100,000	£10,000	£90,000	£90,000	£92,790	£10,000	£82,790	£7,210	apr to Jun	Jul to Sep	Oct to Dec	Jan to Mar	-	-	-	-	-
Design and Appraisal	£464,677	£4,760	£459,917	£514,480	£394,928	£4,760	£390,168	£124,312	£4,874	£26,758	£32,945	£14,749	£15,000	£15,000	£15,000	£10,000	£54,563
Construction Works	£2,095,987	£46,580	£2,049,407	£2,329,610	£658,665	£46,580	£612,085	£1,717,525	£20,979	£8,400	£69,812	£486,602	204,000	806,000	£32,000	£24,000	£280,201
Contingencies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
									£25,853	£35,158	£102,757	£508,561	£219,000	£821,000	£47,000	£34,000	
TOTALS	£2,660,664	£61,340	£2,599,324	£2,934,090	£1,146,383	£61,340	£1,085,042	£1,849,048	Year Total			£672,329	Year Total			£1,121,000	£334,765

NOTES £334,766

The current project forecast indicates that the final total expenditure on the scheme is estimated to be £2,660,664.

The project has generated contributions from various sources to a current value of £61,340.

This contribution figure is expected to increase with the addition of any further bank interest gained and the likely contribution of € 12,000 from Natural England with respect to the construction of the pumping station.

The estimated net final expenditure figure is £2,599,324 which is less than the Environment Agency approved figure of £2,934,090. In summary it is envisaged that the scheme will be £334,766 under budget.

The project has to date incurred £1,146,383 of expenditure and received £61,340 in contributions.

This results in a net expenditure of £1,085,042. The maximum amount of EA grant to spend is £1,849,048.

However the Environment Agency are looking for at least 10% efficiency saving on this scheme.

The current project forecast meets this target if the Risk Contingency Monies are included.

The spend profile over the next three years shows how this remaining grant money is to be spent.

In summary, the yearly expenditure figures are 2015/16 £672,329, 2016/17 £1,121,000

Which confirms the underspend of £334,766 (which includes £196,000 Risk element)

The net underspend is £138,766 which equates to a 5.07% efficiency saving.

	est costs/tender Balance	Oct to Dec		Jan to Mar		Apr to Jun		Jul to Sep		Oct to Dec		Jan to Mar	
		8400	345000	500000		100000	350000	313000					
Construction est	£1,622,414												
Pumping station	£600,000		0	0	200000	400000							
Steel Structures	£344,014	£0	69812	274202	0								
Bunding South	£63,630	63630	0	63630									
Bunding North weirs 7 pipe culvert	£120,000	120000		90000				30000					
Bunding Crowle 1 weir	£45,770	45770		45770	0								
Weirs 12 *	£75,000		0	0									
Bunding South *	£75,000							75000		0			
Bunding North *	£75,000							75000					
Bunding Crowle *	£75,000							75000					
JBA Consulting	£74,000		0	13000	4000	31000	2000		24000				
Contingency *	£75,000							75000					
Additonal Works													
	£1,622,414	183629.6	69812	486602	204000	806000	32000		24000				

NOTE TO FILE

JBA Project Code	2011s5031
Contract	Thorne, Crowle and Goole Moors WLMP Implementation
Client	Doncaster East Internal Drainage Board
Day, Date and Time	27 January 2016
Author	Balaji Angamuthu
Subject	Thorne, Crowle and Goole Moors WLMP Implementation



The following are the reasons to justify additional variation:

1. At the early stage of the project (financial year: 2012-13), ICE contract conditions were used for the construction works on this scheme. Later, due to the change in legislation, NEC3 contract conditions are being used. Contract administration under NEC3 is different from ICE and is time consuming due its proactive approach. With many users (public, land owner: Natural England, Natural England appointed contractors) on the site, co-ordination of communication between these site users and the water Level Management Plan (WLMP) appointed contractors is key and time consuming.
2. During the financial year 2014-15, there was an occasion where returned tenders for proposed steel sheet pile structures were financially not feasible (budget allocated for proposed works: £500k but the minimum of returned tender was £900k). Further to this, there involved a process of redefining the scope of work, prepare and conduct tendering and tender appraisal report once again.
3. Project Officer, Darren Whitaker, is also employed to setting the bench mark and spot levels for the proposed construction works including for the peat bunding of 20km length (in more than 100 segments over the entire site). Normally, construction contractor is asked to do this task. However, due to the nature of the site (as no lone working is permitted) and project, in this case JBA Consulting are doing this task as this would reduce the overall scheme cost as Darren would anyway visit the site for the supervision of peat bunding construction.
4. Vicinity, size and soft ground nature of the site is influencing the timescale at all stages of this project. Access within the site can be time consuming as the maximum speed limit inside the site is 10mph and it can take hours to reach the working location from the main entrance. Also, vehicular access is not possible at all the vicinities. Site survey and design of peat bunding involved several kilometres of walking within the site.
5. Cost (£23.5k) includes purchasing the equipment for carrying out the Environmental Impact Assessment and design of this scheme. However, these equipment is to be owned by the client, DEIDB.

INVOICE

To: Doncaster East Internal Drainage Board
Epsom House
Chase Park
Redhouse Interchange
Doncaster
DN6 7FE

FAO: Ian Benn

CB MJ DB
14 OCT 2015
CW



South Barn
Broughton Hall
Skipton
North Yorkshire
BD23 3AE
United Kingdom

T +44 (0) 1756 799 919
E Info@jbaconsulting.com

www.jbaconsulting.com

Client: Doncaster East Internal Drainage Board
Contract: Thorne, Crowle and Goole Moors WLMP Implementation
Client Order No: Meeting dated 6 April 2011
Client Contact: Ian Benn
JBA Project Code: 2011s5031

Invoice Number: 2015/4088
Tax Date: 13 October 2015
Stage: Interim Invoice No. 49

Registered Office
South Barn
Broughton Hall
Skipton
North Yorkshire
BD23 3AE
United Kingdom

Jeremy Benn Associates Ltd
Registered in England 3246693

Item	Description	Net Amount	VAT Rate	VAT
	<i>For professional services rendered and expenses incurred in connection with the implementation of the WLMP for the period from the 1 August 2015 to 30 September 2015.</i>			
1	Design and Appraisal			
	Staff Costs (526.25 hours)	£21,241.83	20.00%	£4,248.37
	Expenses	£0.00	20.00%	£0.00
	Travel	£225.25	20.00%	£45.05
2	Construction Works			
	Staff Costs (0 hours)	£0.00	20.00%	£0.00
	Expenses	£0.00	20.00%	£0.00
	Travel	£0.00	20.00%	£0.00
3	Additional DEIDB asset items	£0.00	20.00%	£0.00

R. S. D h h

Net Total: £21,467.08
VAT: £4,293.42
Total now due: £25,760.50

VAT Registration No. GB 665 3009 41

Payment to 'Jeremy Benn Associates Ltd' at our Skipton office address, or BACS to Sort Code 20-78-42, A/C No. 10869538

SWIFT: BARC GB 22; IBAN: GB28 BARC 2078 4210 8695 38

Payment Terms are strictly 28 days net from date of invoice.

Finance contact: finance@jbaconsulting.com



INVOICE

To: Doncaster East Internal Drainage Board
Epsom House
Chase Park
Redhouse Interchange
Doncaster
DN6 7FE

FAO: Ian Benn

Client: Doncaster East Internal Drainage Board
Contract: Thorne, Crowle and Goole Moors WLMP Implementation
Client Order No: Meeting dated 6 April 2011
Client Contact: Ian Benn
JBA Project Code: 2011s5031

Invoice Number: 2015/4559
Tax Date: 9 November 2015
Stage: Interim Invoice No. 50

JBA
consulting

South Barn
Broughton Hall
Skipton
North Yorkshire
BD23 3AE
United Kingdom

T +44 (0) 1756 799 919
E info@jbaconsulting.com

www.jbaconsulting.com

Registered Office
South Barn
Broughton Hall
Skipton
North Yorkshire
BD23 3AE
United Kingdom

Jeremy Benn Associates Ltd
Registered in England 3246693

Item	Description	Net Amount	VAT Rate	VAT
	<i>For professional services rendered and expenses incurred in connection with the implementation of the WLMP for the period from the 1 October 2015 to 31 October 2015.</i>			
1	Design and Appraisal Staff Costs (198.5 hours) Expenses Travel	£9,149.65 £216.00	20.00% 20.00%	£1,829.93 £43.20
2	Construction Works Staff Costs (19 hours) Expenses Travel	£885.69	20.00%	£177.14
3	Additional DEIDB asset items			

Net Total: £10,251.34

VAT: £2,050.27

Total now due: £12,301.61

VAT Registration No. GB 665 3009 41

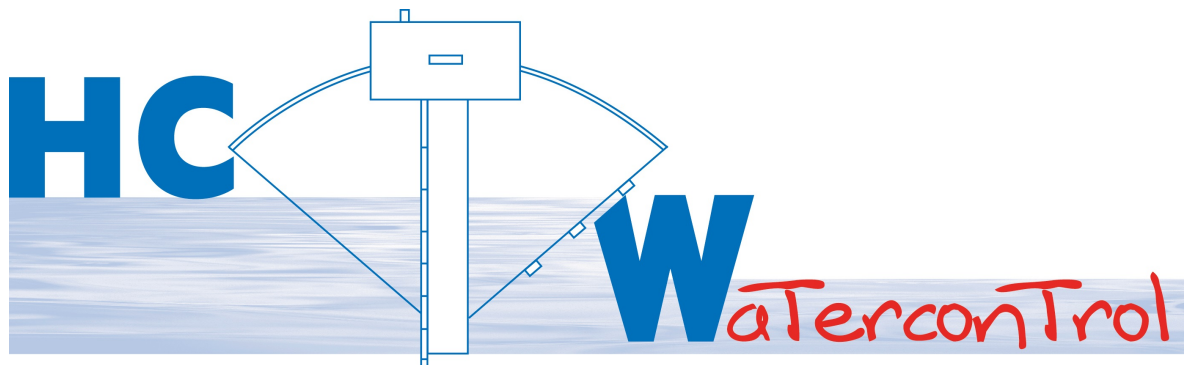
Payment to 'Jeremy Benn Associates Ltd' at our Skipton office address, or BACS to Sort Code 20-78-42, A/C No. 10869538

SWIFT: BARC GB 22; IBAN: GB28 BARC 2078 4210 8695 38

Payment Terms are strictly 28 days net from date of invoice.

Finance contact: finance@jbaconsulting.com





Westside House
 Old Great North Road Ind. Estate
 Sutton on Trent
 Newark
 NG23 6QS
 Mob. 07837-404774
www.hcwatercontrol.com
 Company Registration Number – 8294984
 Bank Account – TSB
 Sort code -30-17-00
 Account Number – 21335660
 IBAN GB02 LOYD 3017 0021 3356 60
 BIC LOYDGB21412
 VAT Registration Number – 152 0541 50

DONCASTER EAST INTERNAL DRAINAGE BOARD
 EPSON HOUSE, CHASE PARK
 REDHOUSE INTERCHANGE
 DN6 7FE DONCASTER
 United Kingdom

Invoice date: 22/02/2016
 Due date: 23/03/2016
 Invoice number: 20160108
 Customer number: 300036

Command:
 Reference: HCW UK 2016-162

Qty	Description	Unit price	Total
	LOC. THORNE MOORS INSPECTION		
1.00	CHECKING OF THE ELECTRICAL SYSTEM	600,00	600,00
Total (excl. VAT)		GBP	600,00
VAT 20%		GBP	120,00
Total (incl. VAT)		GBP	720,00

We ask you to pay the invoice within 30 days with indication of DEBTOR-and Invoice number.



Quote No: Q-GO-16136

23 February 2016

Mr. Balaji Angamathu
Doncaster IDB
Epsom House, Chase Park
Redhouse Interchange
Doncaster
South Yorkshire
DN6 7FE

Leask House
Hanbury Road
Stoke Prior
Bromsgrove
Worcestershire
B60 4JZ
www.rshydro.co.uk
sales@rshydro.co.uk
Tel: +44 (0) 1527 882060

Quotation Ref: Doncaster IDB-5pin Extension Cable

Dear Balaji

Thank you for your enquiry. We are pleased to provide the following quotation for your consideration. Please ensure items and services quoted meet your application requirements prior to acceptance.

On agreement, we will need the following to proceed;

- Completed Quote Acceptance form
- Copy of your Purchase Order, as applicable **(RS Hydro Terms apply unless otherwise approved in advance).*

To process your order, please send completed Quote Acceptance and/or Purchase Order to
orders@rshydro.co.uk

Where same day shipment has been agreed, orders must be received before 12pm.

We will endeavour to meet your delivery requirements, however lead times are subject to stock levels and availability from suppliers. Please be advised payments by credit cards above £250 are subject to a 2% surcharge, alternative arrangements are available on request. Please refer to our Terms and Conditions.

Yours sincerely

Rob Stevens
Managing Director
Email: rob.stevens@rshydro.co.uk
Phone: 07787 117116



Quotation

Quote Number : Q-GO-16136
Quote Reference : Doncaster IDB-5pin Extension Cable
Issue Date : 23 February 2016

	Code	Product	Description	Qty	Price	Total
1	200.800.016	5 pin to 5 pin 10m extension cable	5 pin 10m extension cable for power supply to Adcon Telemetry unit	1	£69.30	£69.30
2	200.720.560	Power Switch for battery-only operation	Power Switch for battery-only operation	1	£33.00	£33.00
3	EE10	UK Delivery Upto 10kgs	Economy Express Delivery charge UK	1	£15.00	£15.00

NET	VAT	Gross
£117.30	£23.46	£140.76

Payment Terms Strictly 30 days from date of invoice.
Validity This quotation remains valid for 30 days from 23 February 2016
Additional Information Please refer to our Terms & Conditions attached
E & OE



TERMS AND CONDITIONS of SALES

1. This document has been sent by RSHydro. If no such entity is mentioned, RS Hydro shall be the Seller. By purchasing products from Seller, Buyer confirms that the following terms and conditions exclusively apply to Buyer's purchase of products from Seller. Even if Buyer sends Seller another form of agreement, or modifications to this agreement, unless Seller expressly agrees to the Buyer's form and such form is signed by an authorized signatory of Seller, these terms will be the exclusive terms governing the sale of products by Seller. If Buyer does not agree with these terms, the Buyer must contact Seller to discuss modifications. Any modifications must be in writing and signed by a duly authorized signatory of Seller.

2. TERMS AND CONDITIONS OF SALES

Subject to the following, any products Buyer purchases from Seller by electronic, phone, paper or any other form of transmission are sold subject to these terms and conditions:

a. If Buyer already has a fully signed sales agreement with Seller, then any term in that agreement that conflicts with any part of these terms and conditions will be applied to Buyer's purchase in substitution for that part of these terms and conditions; the rest of these terms and conditions will otherwise apply.

b. If Buyer does not have a fully signed sales agreement with Seller, then these terms and conditions will be the exclusive terms governing the sale of products by Seller.

These terms and conditions shall be governed by the substantive law of England and Wales. The courts of England and Wales shall have exclusive jurisdiction in connection with any matter arising out of or in connection with these terms. The United Nations Convention on the International Sale of Goods will not apply.

3. PRODUCTS

The products are those described in Seller's order confirmation or packing slip, unless, in the event of a discrepancy between Buyer's order and Seller's order confirmation or packing slip, Buyer notifies Seller in writing of its disagreement, not later than five working days after receipt of Seller's order confirmation or packing slip. Where appropriate in these terms and conditions, the term products shall include any services provided by Seller.

4. PRICE

Product prices are exclusive of VAT and determined by the confirmation Buyer receives from Seller and unless otherwise stated will be FCA Incoterms 2010 Seller's facility, place of manufacture or warehouse and payment will be due within 30 days of the invoice date in the manner set out in this clause. If Buyer is to arrange export shipment, upon request by Seller, Buyer agrees to provide free of charge to Seller, evidence of exportation or other evidence of tax or duty exemption acceptable to the relevant tax or custom authorities, failing which, the amount of any taxes or duties payable by Seller in connection with the sale of product(s) shall be promptly paid by Buyer to Seller upon submission of Seller's invoice. Buyer shall not be entitled to make any deduction from payments due to Seller on account of any alleged set-off or counterclaim. Seller has at all times the right to claim full or partial advance payment and/or otherwise claim security for payment. Should Buyer fail to pay Seller in a timely manner, Buyer agrees to reimburse Seller for Seller's costs of collecting the amounts due and to pay Seller interest on any late payment at a rate of 10% above the base rate of Seller's bank from time to time to accrue until actual payment is made. By the mere fact of non-performance or late performance Buyer is in default without notice. Seller may suspend or cancel delivery of any order or installment in the event that Buyer exceeds its credit limit with the Seller. All remittances must be in a single payment in the full amount of the invoice (adjusted for any debit notes) and must be in accordance with the following requirements: 1) Wire or electronic funds transfer (referencing invoice number) and Buyer must be the originator of the wire 2) irrevocable letter of credit (referencing invoice number). Any deviation will only be accepted if approved in advance in writing by a duly authorized signatory of the Seller and must have accompanying documentation which references invoices being paid.

5. DELIVERY

Any delivery dates Seller quotes or which are set out in Seller's order confirmation or acceptance are estimates only and are not intended to be legally binding. Seller cannot guarantee delivery on a specific date. The Buyer will be invoiced for the quantity actually delivered. Unless otherwise agreed in writing, delivery may be made in installments. Delivery time may be extended if and for so long as the Buyer is delayed in the performance of any obligation to Seller. Seller will not in any circumstance be liable for any loss or damage whatsoever due to delay in delivery (including pursuant to installments) however occasioned unless the same was attributable to Seller's gross negligence or willful misconduct. The quantity recorded on Seller's packing slip shall be accepted by both parties as correct, unless objected to in writing by Buyer within five working days from delivery. If Buyer refuses to accept delivery of products or any installment thereof, Seller may, without prejudice to its other rights, arrange for the storage of the products at the expense and risk of Buyer. All risk of loss or damage passes to Buyer at the time products have been placed at the disposal of Buyer at the premises of Seller, or another place that has been agreed in writing. Seller shall retain title to the products delivered to Buyer until Seller has received full payment for all products described in Seller's confirmation. Until such time as title in the products passes to Buyer, if Buyer re-sells the products or any goods manufactured out of products sold by Seller, Buyer assigns to Seller all proceeds from their sale up to the amounts owing to the Seller and Buyer shall hold such amounts separately on trust for Seller. Seller shall have the right to access any premises where the products are stored to inspect or recover the goods if Buyer is in breach of any of these terms or is declared bankrupt, requests (temporary) moratorium, is insolvent or is unable to pay its debts, or takes any steps or any other person takes such steps towards the liquidation of Buyer's business.

6. LIMITED WARRANTY

Products sold by Seller to Buyer conform to the manufacturers' specifications as set forth in the applicable manual(s) delivered to Buyer (the "Limited Warranty"). Buyer will inspect all products Buyer receives for damage, defect or shortage promptly after Buyer receives them, and will give Seller written notice within five working days from delivery of any damage, defect or shortage that Buyer finds or would reasonably be expected to find. In case Buyer resells the products, Buyer is responsible for all damages to the products. Buyer must give Seller written notice of any defect within the warranty period of the product. Unless otherwise agreed between Seller and Buyer, the warranty period starts from the date of dispatch and lasts for twelve months. If any products do not conform with the Limited Warranty or are otherwise defective, Seller may at its option, either repair the products, replace the products with same or compatible new or repaired products or refund the purchase price. This is Buyer's exclusive remedy for breach of warranty. Seller is not responsible for conditions or applications over which Seller has no control. Defects or problems as a result of such conditions or applications are not the responsibility of Seller. Such conditions include normal wear and tear, catastrophe, fault or negligence of the user or a party other than Seller, improper installation, application, storage, maintenance or use of the products, or other causes external to products, or failure to conform to any applicable recommendations of Seller. The warranty does not cover, and Seller does not warrant, batteries of any type used in connection with the products furnished. With respect to any products not manufactured by Seller, only the warranty, if any, given by the manufacturer shall apply. Seller will not be responsible for labour costs of removal or reinstallation of products. In the case of products repaired or replaced by Seller the Warranty shall terminate at the end of the original Warranty period. Buyer should not return products until Seller agrees that Buyer may do so. Product that is returned without authorization may not be repaired or replaced and will be returned to the sender upon Buyer's expense. Buyer shall bear the cost and risk of transport of the defective products or defective parts thereof to Seller, and Seller shall bear the cost and risk of transport back to Buyer. Should the products, or any part thereof, be found not to have any defect, or where the defect is attributable to an action or omission on the part of the Buyer, its personnel, customers or others, after the delivery was effected, Buyer shall pay all the transport costs. In any event, except as set out in clause 7, the maximum extent of Seller's liability howsoever arising is equal to the net purchase price Buyer actually paid to Seller. This Limited Warranty is given only to the original purchaser and does not extend to any subsequent purchaser or transferee of Seller's products. The original purchaser is not entitled to extend or transfer this warranty to any other party. To the fullest extent permissible by law, this warranty is in lieu of all other warranties, conditions, representations or other terms, whether written or oral, express or implied by statute, including any warranty of merchantability or fitness for a particular purpose.

7. LIMITATION OF CLAIMS

Seller will not be responsible for any harm arising out of Buyer's purchase, possession or use of any products supplied by Seller, Buyer's use of any function on Seller's web-sites or any technical advice Seller may offer, except as agreed in the Limited Warranty set out above or in case of gross negligence or willful misconduct to the extent such is attributable to Seller. Seller will not be liable for indirect or consequential damages, including, but not limited to, loss of profits, cost of any substitute for the products Buyer bought, claims of third parties or injury to person or property. Seller shall not be liable for any damage, injury, contamination or loss resulting in connection with breach by Buyer of its obligations under clause 13 and Buyer shall indemnify and hold Seller, its employees, suppliers and sub-contractors harmless against all claims, costs, loss or damages in connection with such breach. Conditions limiting, excluding or establishing liability, which can be invoked by suppliers or independent contractors of Seller against Seller in respect of the goods delivered, may also be invoked against Buyer. Nothing in clause 6 and clause 7 or in any other part of this agreement is intended or shall be construed as excluding or limiting Seller's liability for (1) damage ensuing from fraud, gross negligence or willful misconduct by Seller (not including employees, subcontractors or agents) or its executive management; or (2) any other liability that cannot be excluded or limited under applicable law.



8. TECHNICAL ADVICE AND OTHER SERVICES

Buyer is responsible for the design, configuration, integration, testing and labeling of any system that Buyer makes using products Buyer buys from Seller and Buyer will not rely on anything on Seller's web site or any statement by Seller about the suitability of products or services Seller provides. Buyer is responsible for testing and investigating products sold by Seller enough to form an independent judgment concerning their suitability for the use, conversion or processing intended by Buyer and will not make any claim against Seller based on Seller's technical advice, statements, data, services or recommendations.

9. PATENTS

Seller warrants that products furnished hereunder shall be delivered free of any rightful claim of any third party for infringement of any valid US or European patent. If notified promptly in writing by Buyer and given authority, information and assistance, and contingent upon Buyer not taking any position adverse to Seller in connection with such claim, Seller shall defend, or may settle at its expense, any suit or proceeding against Buyer so far as based on a valid claim for infringement which would result in a breach of the warranty stated in this section and Seller shall pay all damages and costs awarded therein against Buyer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, Seller shall, at its expense and option, either procure for Buyer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund to Buyer the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by Buyer. The foregoing states the entire liability of Seller for patent infringement by the products or any part thereof and is subject to Buyer promptly informing Seller of any claim and allowing Seller full conduct of the claim. This does not apply to any product or part specified by Buyer or manufactured to Buyer's design, or to the use of any product furnished hereunder in conjunction with any other product in a combination not furnished by Seller as a part of this transaction. As to any such product or part, or use in such combination, Seller assumes no liability whatsoever for patent infringement and Buyer will hold Seller harmless against any infringement claims arising there from.

10. EVENTS BEYOND SELLER'S CONTROL

Seller is entitled to invoke force majeure if the implementation of the agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably out of its control, including, but not limited to, extreme weather conditions, natural catastrophe, warfare, fire, government commission, site or building blockades, transport interruptions, strikes, specific work interruptions or work-to rule slowdowns and lockout, machine breakdown, delay in the provision to Seller of parts, good or services ordered from third parties, accidents and interruptions of business operations. In the event of force majeure on the part of Seller, Seller shall not be liable and its obligations are suspended. If the force majeure lasts longer than 90 days, both Seller and Buyer are authorized to rescind the non-feasible parts of the agreement by a written declaration.

11. SOFTWARE LICENSE

As used in these terms and conditions, the term "Software" means a machine-readable, object code form only, computer program or compilation of data that is fixed in any tangible medium of expression, or any storage medium from which the program may be perceived, reproduced or otherwise communicated with the aid of a machine or device, and shall include without limitation any of Seller's proprietary operating software, provided for the ordinary operation of the products, any optional software to enhance the operation of the product, as well as any upgrades or revisions of this material Seller provides in fulfillment of a specific written commitment or otherwise. Nothing herein shall be deemed to create an obligation on the part of Seller to provide any support, upgrades or revisions to any Software other than pursuant to a separate written obligation to do so. Buyer is granted a limited license for any Software and related User Documentation delivered by Seller, whether as part of any product or separately. Buyer is not granted a license for any other software or documentation. This limited license allows Buyer to: 1) use the Software and User Documentation only on the products on which it is installed at the time of delivery or, if the Software is supplied separately, in connection with products supplied by Seller; and 2) make one copy of the Software in machine-readable form solely for backup purposes, provided that Buyer must reproduce on any such copy the copyright notice and any other proprietary legends that were on the original copy. Buyer must obtain a supplementary license from Seller (which Seller may or may not grant in its sole discretion) before using the Software in connection with any other equipment or for any other purpose. Buyer shall have no other rights under this license. Buyer may not distribute copies of the Software or User Documentation to others or electronically transfer the Software from one computer to another over a network. The Software contains trade secrets of Seller. In order to protect such trade secrets, Buyer may not modify, decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form. Buyer may not modify, adapt, translate, rent, lease, loan, resell for profit or other purpose, distribute, network, or create derivative works based upon the Software or any part thereof. All Software and User Documentation is protected by the copyright laws, works of authorship, and UK, US and European patents and by applicable international treaties. No license under such rights is transferred to Buyer, except as specifically provided above. All Software provided by Seller remains Seller's property. If Buyer receives any Software that renders other Software that Buyer then has redundant, Buyer must return the redundant Software to Seller.

12. REGULATORY APPROVAL COMPLIANCE

Seller will give Buyer, if possible, approval certifications on request and Buyer will provide these to all those required by law to receive them. Buyer agrees to dispose of products and/or disposable packaging as required by any applicable disposal or recycling laws.

13. EXPORT CONTROL COMPLIANCE

Buyer undertakes to Seller that any products, technology or software which Buyer receives from Seller will only be exported by Buyer in compliance with applicable export control laws. Buyer agrees that it will not use or knowingly support the use by others of such products, technology or software in the design, development, production or use of nuclear, chemical or biological weapons or ballistic missiles, delivery systems, nuclear explosive activity or unsafeguarded nuclear fuel cycle

14. ELECTRONIC COMMERCE

Seller may offer products for sale using the Internet, e-mail or other computer-based electronic communications methods. All sales of products made using any such method will be governed by these terms, the terms of the governing sales agreement, and by any additional terms set out or referenced in Seller's Internet site or electronic communications. In the event of any conflict between any provisions in the governing sales agreement or such additional terms and these terms and conditions, the provisions in the governing sales agreement or such additional terms shall prevail. Buyer may not share any password, access code or similar credential which may be issued to it by Seller, and Seller reserves the right to suspend or revoke any such credential. Buyer is solely responsible for ensuring the security and integrity of its ordering process. Any information provided by Seller via any Internet site or electronic communication (1) is subject to correction or change without notice, and (2) is provided for the sole use of Buyer for purposes of facilitating individual transactions involving the purchase and sale of Seller's products. Buyer agrees that it shall not rely upon any such information for any purpose other than making individual purchases and shall not seek to assert such information against Seller for any other purpose. Buyer specifically agrees that Seller may issue electronic order acceptances or confirmations and electronic invoices for any purchases of products made using the Internet, e-mail or any other computer-based electronic communications method, and agrees to honor such order acceptances or confirmations and invoices as if they had been delivered in writing.

15. DATA PROTECTION

In its capacity as controller, Seller processes and controls Buyer's personal data ("Data") whenever Buyer enters into a relationship with Seller. Seller undertakes this processing for the following purposes: to establish and maintain its debtor database and the respective risk profiles as well as for operational and factoring purposes and to rationalize data protection issues within its group. By entering into an agreement with Seller, Buyer consents to this processing, and consents to Seller's communication of Buyer's Data to affiliated companies for the same purposes as mentioned above. Provided that Seller ensures adequate safeguards, Buyer also consents to the fact that Seller may send Buyer's Data to Seller's affiliated companies located in any jurisdiction outside the EEA. Buyer's Data will be kept as long as necessary, and at least until the Seller/Buyer relationship comes to an end. Buyer is entitled to object at any time and free of charge to the processing of its Data for the purposes of direct marketing by sending an email expressing its objection to Seller. Buyer is entitled to access its Data and have it rectified as necessary.

16. ANTI MONEY LAUNDERING

Seller is firmly committed to avoid any involvement with money laundering, to comply fully with all applicable anti money laundering, currency reporting and record keeping requirements and to take affirmative steps to prevent, detect and report to appropriate authorities suspected violations. Seller will request appropriate information from its buyers to enable Seller to determine its buyers to be a legitimate, trustworthy and creditworthy concern. Buyer agrees to co-operate with Seller in all respects to enable Seller to meet Seller's objectives set out in this clause.



17. TERMINATION FOR DEFAULT

If Buyer does not fulfill one or more of its obligations in these terms and conditions, does not fulfill them timely or adequately, is declared bankrupt, requests (temporary) moratorium, is insolvent or is unable to pay its debts, or takes any steps or any other person takes such steps towards the liquidation of Buyer's business, or if Buyer's assets are attached in whole or in part, or if Buyer undergoes any event that is analogous to any of the aforementioned in any jurisdiction, Seller has the right to suspend the implementation of the agreement or to rescind the agreement in whole or in part, without prior notice or default, by written declaration, at its option and always reserving any rights to which it is entitled with respect to amounts due to Seller, compensation for costs, damage and interest. In these cases all of Seller's claims on Buyer are immediately and totally due. Buyer is authorized to rescind the agreement only in the events referred to in these terms and conditions, and then only after payment to Seller of all amounts owed to Seller at that time, whether due or not.

18. RETURNS AND CANCELLATIONS

Contact our accounts department for a return authorization and shipping instructions. All transportation costs for returning goods must be paid by the customer, with RS Hydro having the right to refuse return of goods. Accepted returns will be credited to the customer's account. Refunds will not be. Orders cancelled prior to shipment will be billed for all work and non-reworkable materials at the standard rate for repairs. Orders cancelled after dispatch and agreed by Seller for return are subject to a minimum restocking fee of 20% of the order price. Items returned must arrive at RS Hydro offices in resalable condition and must arrive within 2 weeks of the initial shipment and remain unopened in the original packaging. Custom orders, including cables, will be subject to a cancellation fee of the full purchase price.

19. MINIMUM ORDER REQUIREMENTS

RS Hydro does enforce a minimum order amount on certain products, to be advised on enquiry as applicable. Payments for goods **under £250** must be pre-paid by either (1) BACS (2) Credit Card (AMEX not accepted) or (3) Cheque (allowing 4 days to clear and must clear before goods are ordered and/or shipped as applicable). Payments by credit card for goods and services **above £250** are subject to a 2% surcharge. 0% surcharge for payments by credit card for goods and services **under £250**.

20. REPAIRS

All parts and labour charges are billed at a standard flat rate. All necessary parts and labour are covered under this flat rate. Repairs will be completed in conjunction with the RS Hydro's suppliers repair times. All payments are net 30 days. Repairs are warranted for 90 days. Repair pricing does not include return shipment charges. At our discretion we may use factory-refurbished materials in the repair of all product lines.

21. SHIPPING

Title and risk of loss will pass from RS Hydro to Buyer upon pick-up by a common carrier at the RS Hydro office. All courier and shipping cost are prepaid by RS Hydro, and billed to customer unless otherwise requested, otherwise as FCA Incoterms 2010. RS Hydro does offer courier insurance at an extra charge. All orders are normally shipped by Federal Express, DHL, UPS or forwarder depending on customer request. International orders are shipped by air unless otherwise required. We package all products to meet the carrier's requirements. Equipment is checked prior to shipping and leaves RS Hydro in operating condition. Please examine all shipments immediately upon receipt. You must notify RS Hydro of any missing products from your order. If the shipment is damaged, please notify RS Hydro and file a claim with the carrier immediately. RS Hydro will advise and assist in any claims to the carrier. All claims should be made within 10 days. We are not responsible for delays due to strikes, accidents, carrier, or other problems beyond our control.

22. OTHER

(a) These terms and conditions set out the full extent of Seller's obligations and liabilities. Other than as expressly provided in these terms, all warranties, conditions, representations made by Seller, and all other terms, in each case whether express or implied by law, are excluded to the fullest extent permitted by law. (b) No part of these terms are intended to confer any benefit on any third party. (c) Failure or delay by Seller to enforce any provision of these terms will not be deemed to be a waiver of any of Seller's rights under these terms. (d) Each provision of this agreement is separate and independent. If any provision or part of a provision is found by a court that has appropriate jurisdiction to be illegal, void or otherwise unenforceable, it shall to that extent be deemed not to form part of these terms but the remainder of that provision and all of the other terms shall not be affected.



CUSTOMER RESPONSE FORM

Thank you for contacting us and we hope we have been able to provide you with a solution to your enquiry. We appreciate your time to complete this form.

How did we do?

We would like to hear of your experiences of advice, correspondence, goods and services provided by us at any stage so we can continue to improve.

How do you rate your experience: Great ☐ Good ☐ Satisfactory ☐ Poor ☐

Other comments:

--

Can we help you with anything else?

Please inform us of any other equipment or services you may be interested in;

Additional Literature ☐ Product Catalogue ☐ Sales Visit ☐ Maintenance contract ☐
Service Engineer Visit ☐ Product Training ☐

Other:

--

How did you hear of us?

Web search ☐ Existing customer ☐ Word of Mouth ☐ Other ☐

About You (so we can respond)

Name	
Position	
Company	
Address	
Post Code	
Phone	
E-mail	

Please send completed form to michael.oswell@rshydro.co.uk



RS Hydro Ltd
 Leask House
 Hanbury Road
 Stoke Prior
 Bromsgrove
 B60 4JZ
 Tel : 01527 882060
 Email : info@rshydro.co.uk
 VAT Reg No: 705 2333 71



Doncaster East IDB
 Doncaster East
 Epsom House
 Chase Park, Redhouse Interchange
 Doncaster
 DN6 7FE

INVOICE

Page 1

Invoice No	9034
Invoice Date	24/06/2015
Order No	TMWLMP 2014 - 2
Account Ref	JBACONS2

Quantity	Description	Unit Price	Net Amt	VAT %	VAT
1.00	Adcon RA440 BAND 3 REMOTE	1,740.00	1,740.00	20.00	348.00
1.00	RA440 Portfee for Flowview	200.00	200.00	20.00	40.00
2.00	Adcon Solar Set (9VDC) 5 watt	190.00	380.00	20.00	76.00
1.00	Adcon Y Cable 5 pin for addIT and addWAVE	94.50	94.50	20.00	18.90
1.00	Flowview Data charges	180.00	180.00	20.00	36.00
1.00	Adcon A753 addWAVE Series 4 band 3	1,980.00	1,980.00	20.00	396.00
1.00	Adcon Solar Set (9VDC) 5 watt	190.00	190.00	20.00	38.00
2.00	Adcon A723 addIT Series 4	795.00	1,590.00	20.00	318.00
2.00	Adcon Solar Set 9VDC, 220mA,2W	144.00	288.00	20.00	57.60
1.00	Adcon Solar Set (9VDC) 5 watt	190.00	190.00	20.00	38.00
2.00	ADCON LEV2 SDI12 Level Sensor 0-10mWG, 15m cable,	588.14	1,176.28	20.00	235.26
1.00	Adcon LEV1-1mWG 10M cable	445.85	445.85	20.00	89.17
4.00	Stilling Well	90.00	360.00	20.00	72.00
1.00	Flowview Hosting Charge	325.00	325.00	20.00	65.00
2.00	Day Rate for Two Man Team (8hrs)	825.00	1,650.00	20.00	330.00
260.00	Return Mileage	0.50	130.00	20.00	26.00
260.00	Return Mileage	0.50	130.00	20.00	26.00
1.00	Adcon A723 addIT Series 4	795.00	795.00	20.00	159.00
1.00	Adcon TNC Antenna connector w/cable	35.00	35.00	20.00	7.00
1.00	Adcon Antenna TNC 430-470mHz 6 mtr cable	94.00	94.00	20.00	18.80

RS Hydro Ltd
Leask House
Hanbury Road
Stoke Prior
Bromsgrove
B60 4JZ
Tel : 01527 882060
Email : info@rshydro.co.uk
VAT Reg No: 705 2333 71



INVOICE

Page 2

Doncaster East IDB
Doncaster East
Epsom House
Chase Park, Redhouse Interchange
Doncaster
DN6 7FE

Invoice No	9034
Invoice Date	24/06/2015
Order No	TMWLMP 2014 - 2
Account Ref	JBACONS2

Quantity	Description	Unit Price	Net Amt	VAT %	VAT
1.00	Adcon Y Cable 7 pin for addIT and addWAVE units	88.50	88.50	20.00	17.70
2.00	Adcon 7 Pin Binder Cable 2m	29.00	58.00	20.00	11.60
1.00	Adcon 5pin-5pin Extension cord 10mtr	67.40	67.40	20.00	13.48
2.00	Miscellaneous parts and consumables	230.00	460.00	20.00	92.00
1.00	Kiosk Enclosure 38x30x14 Grey Plastic	85.00	85.00	20.00	17.00
1.00	Pole set with 2 1.5m lengths and .6m ground tube	120.00	120.00	20.00	24.00
2.00	SIL 24V Relay output modules for Weir Control	220.00	440.00	20.00	88.00
THORNE MOOR PILOT PROJECT					
Life+Project Action C5 Life+Project Reference:					
LIFE13NAT/UK00451					

Delivery Address if different from above:

Total Net Amount £	13,292.53
Carriage Net £	0.00
Total VAT Amount £	2,658.51
Invoice Total £	15,951.04

Payment Terms: 30 Days Barclays A/c 90891487 S/C 20-98-61

WeeeCare Compliance WEE/GE2611VR

RS Hydro Ltd
Leask House
Hanbury Road
Stoke Prior
Bromsgrove
B60 4JZ
United Kingdom

Tel : 01527 882060
Email : info@rshydro.co.uk
VAT Reg No: 705 2333 71

Doncaster East
Epsom House
Chase Park, Redhouse Interchange
Doncaster
DN6 7FE



INVOICE

Page 1

Invoice No	9519
Invoice Date	01/03/2016
Order No	BALAJI ANGAMUTHA
Account Ref	JBACONS2

Quantity	Description	Unit Price	Net Amt	VAT %	VAT
1.00	Adcon 5pin-5pin Extension cord 10mtr Life+Project Action C5 Life+Project Reference: LIFE13NAT/UK00451	69.30	69.30	20.00	13.86

Delivery Address if different from above:
NATURAL ENGLAND
UNIT 1A
GREEN TREE WAREHOUSING
TUDWORTH ROAD
HATFIELD
DONCASTER DN7 6HD

Total Net	69.30
Carriage Net	15.00
Total VAT	16.86
Invoice Total	101.16

Payment Terms: 30 Days
Barclays A/c 90891487 S/C 20-98-61
IBAN: GB36 BARC 2098 6190 8914 87
SWIFTBIC: BARCGB22

WeeeCare Compliance WEE/GE2611VR

INVOICE

M GOULD
Civil Engineering
Contractors

46 Midland Road
Scunthorpe
North Lincolnshire
DN16 1DQ

T 01724 866772
F 01724 855708
E admin@mgould.co.uk
W www.mgould.co.uk

Invoice Number: 10176
Date: 17 November 2015
Account Number: DONEAST
Contract Number: 5891

Doncaster East Internal Drainage Board
Epsom House
Chase Park
Malton Way
Doncaster
DN6 7FE

Description	£	p
THORNE MOORS – STEEL CONTROL STRUCTURE WORKS		
Value of work completed to date	37242.99	
Less 5% Retention	1862.15	
		<hr/>
	35380.84	
V.A.T. @ 20%	7076.17	
		<hr/>
TOTAL NOW DUE:	£ 42457.01	<hr/>

E.&O.E.

Please make cheques payable to M. Gould (Scunthorpe) Limited

Bank Details for electronic transfer

Sort Code: 20-76-14
Account No: 80415960

Neil Gould
Managing Director

Andrew Gould
Contracts Director

Justine Gould
Company Secretary

VAT Registered No 365056060
Reg No 989252 England
M. Gould (Scunthorpe) Limited

INVOICE

M GOULD
Civil Engineering
Contractors

46 Midland Road
Scunthorpe
North Lincolnshire
DN16 1DQ

T 01724 866772
F 01724 855708
E admin@mgould.co.uk
W www.mgould.co.uk

Invoice Number: 10179
Date: 15 December 2015
Account Number: DONEAST
Contract Number: 5891

Doncaster East Internal Drainage Board
Epsom House
Chase Park
Malton Way
Doncaster
DN6 7FE

Description	£	p
THORNE MOORS – STEEL CONTROL STRUCTURE WORKS		
Value of work completed to date	73486.35	
Less 5% Retention	3674.32	
		<hr/>
	69812.03	
Less Previous Payments	35380.84	
		<hr/>
	34431.19	
		<hr/>
V.A.T. @ 20%	6886.24	
		<hr/>
TOTAL NOW DUE:	£ 41317.43	
		<hr/>

E.&O.E.

Please make cheques payable to M. Gould (Scunthorpe) Limited

Bank Details for electronic transfer

Sort Code: 20-76-14
Account No: 80415960

Neil Gould
Managing Director

Andrew Gould
Contracts Director

Justine Gould
Company Secretary

VAT Registered No 365056060
Reg No 989252 England
M. Gould (Scunthorpe) Limited

INVOICE

M GOULD
Civil Engineering
Contractors

46 Midland Road
Scunthorpe
North Lincolnshire
DN16 1DQ

T 01724 866772
F 01724 855708
E admin@mgould.co.uk
W www.mgould.co.uk

Invoice Number: 10181
Date: 5 January 2016
Account Number: DONEAST
Contract Number: 5891

Doncaster East Internal Drainage Board
Epsom House
Chase Park
Malton Way
Doncaster
DN6 7FE

Description

£ p

THORNE MOORS – STEEL CONTROL STRUCTURE WORKS
Life+Project Action C5
Life+Project Reference: LIFE13NAT/UK00451

Value of work completed to date
Less 5% Retention

103653.62
5182.68

Materials on site

98470.94
5294.76

Less Previous Payments

103765.70
69812.03

33953.67

V.A.T. @ 20%

6790.73

TOTAL NOW DUE:

£ 40744.40

E.&O.E.

Please make cheques payable to M. Gould (Scunthorpe) Limited

Bank Details for electronic transfer

Sort Code: 20-76-14
Account No: 80415960

Neil Gould
Managing Director

Andrew Gould
Contracts Director

Justine Gould
Company Secretary

VAT Registered No 365056060
Reg No 989252 England
M. Gould (Scunthorpe) Limited

INVOICE

M GOULD
Civil Engineering
Contractors

46 Midland Road
Scunthorpe
North Lincolnshire
DN16 1DQ

T 01724 866772
F 01724 855708
E admin@mgould.co.uk
W www.mgould.co.uk

Invoice Number: 10188
Date: 11 February 2016
Account Number: DONEAST
Contract Number: 5891

Doncaster East Internal Drainage Board
Epsom House
Chase Park
Malton Way
Doncaster
DN6 7FE

Description

£ p

THORNE MOORS – STEEL CONTROL STRUCTURE WORKS
Life+Project Action C5
Life+Project Reference: LIFE13NAT/UK00451

Value of work completed to date
Less 5% Retention

194780.32
9739.02

Less Previous Payments

185041.30
103765.70

81275.60

V.A.T. @ 20%

16255.12

TOTAL NOW DUE:

£ 97530.72

E.&O.E.

Please make cheques payable to M. Gould (Scunthorpe) Limited

Bank Details for electronic transfer

Sort Code: 20-76-14
Account No: 80415960

Neil Gould
Managing Director

Andrew Gould
Contracts Director

Justine Gould
Company Secretary

VAT Registered No 365056060
Reg No 989252 England
M. Gould (Scunthorpe) Limited

INVOICE

M GOULD
Civil Engineering
Contractors

46 Midland Road
Scunthorpe
North Lincolnshire
DN16 1DQ

T 01724 866772
F 01724 855708
E admin@mgould.co.uk
W www.mgould.co.uk

Invoice Number: I0193
Date: 4 March 2016
Account Number: DONEAST
Contract Number: 5891

Doncaster East Internal Drainage Board
Epsom House
Chase Park
Malton Way
Doncaster
DN6 7FE

Description

£ p

THORNE MOORS – STEEL CONTROL STRUCTURE WORKS
Life+Project Action C5
Life+Project Reference: LIFE13NAT/UK00451

Value of work completed to date
Less 5% Retention

274860.57
13743.03

Less Previous Payments

261117.54
185041.30

76076.24

V.A.T. @ 20%

15215.25

TOTAL NOW DUE:

£ 91291.49

E.&O.E.

Please make cheques payable to M. Gould (Scunthorpe) Limited

Bank Details for electronic transfer

Sort Code: 20-76-14
Account No: 80415960

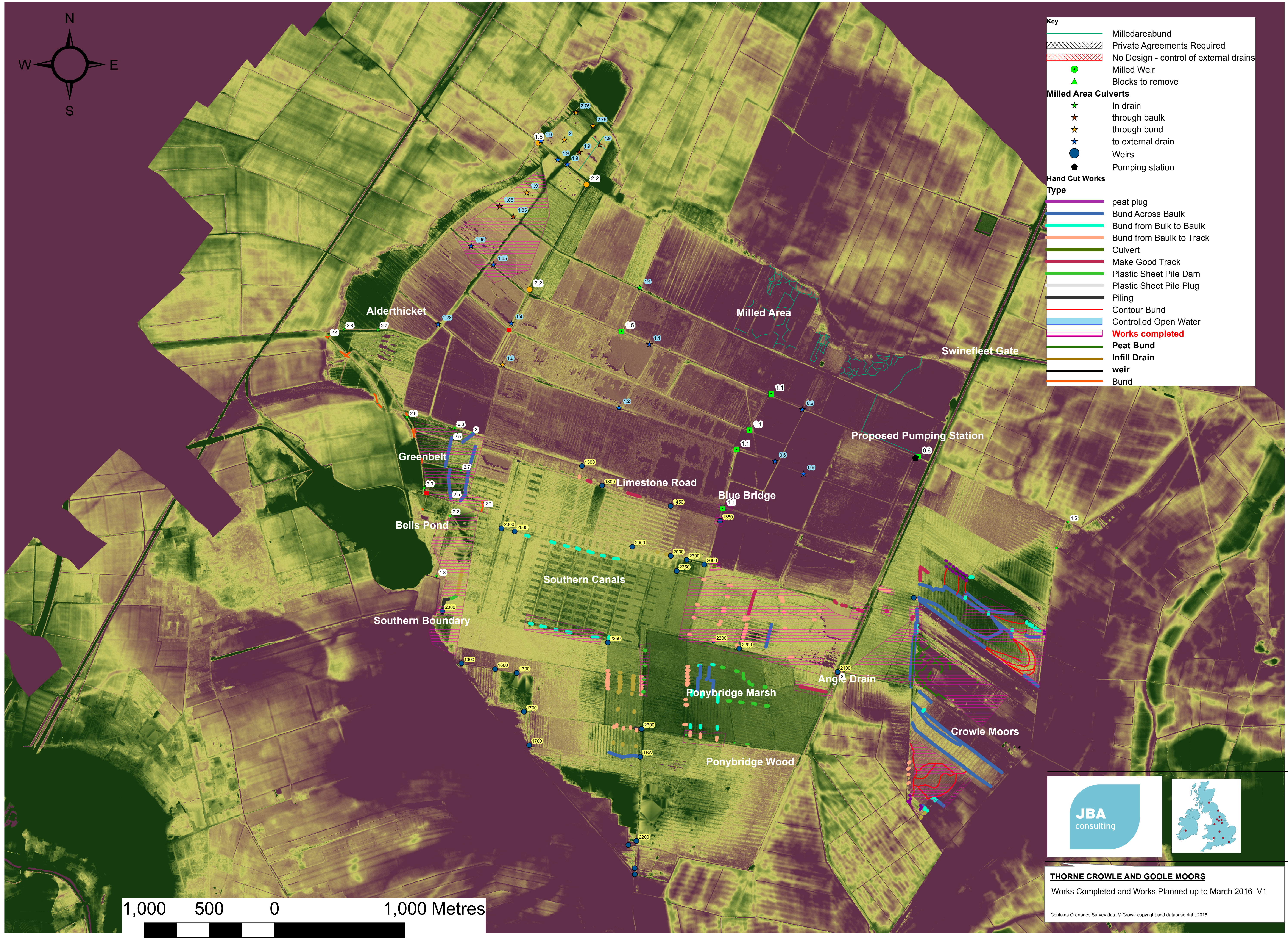
Neil Gould
Managing Director

Andrew Gould
Contracts Director

Justine Gould
Company Secretary

VAT Registered No 365056060
Reg No 989252 England
M. Gould (Scunthorpe) Limited

2011s5031-Thorne Moors Water Level Management Plan (WLMP)		Programme for 2015-16 and 2016-17																				
S.No.	Activities	Apr-15	-	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17
	Financial Year: 2015-16																					
1	Steel Pile Structures - Angle Drain and Blue Bridge																					
1.1	Tendering																					
1.2	Construction (hand over)																					
2	Peat bunding - Phase I, 22 weirs and 22 pipe culverts																					
2.1	Design & tender documents																					
2.2	Tendering																					
2.3	Construction including scrub clearance (hand over)																					
3	Pumping Station																					
3.1	Design & tender documents																					
3.2	Tendering																					
	Financial Year: 2016-17																					
3.3	Construction (hand over)																					
4	14 Weirs - Phase II																					
4.1	Design & tender documents																					
4.2	Tendering																					
4.3	Construction (hand over)																					
5	Peat bunding - Phase II																					
5.1	Design & tender documents																					
5.2	Tendering																					
5.3	Construction (hand over)																					
6	Additional works - Crowle Failed Weir and other new weirs																					
6.1	Design & tender documents																					
6.2	Tendering																					
6.3	Construction (hand over)																					
Key																						
To begin																						
Ongoing																						
Completed																						



Key

Milledareabund

Private Agreements Required

No Design - control of external drains

Milled Weir

Blocks to remove

Milled Area Culverts

★

In drain

★

through baulk

★

through bund

★

to external drain

●

Weirs

⬛

Pumping station

Hand Cut Works

Type

peat plug

Bund Across Baulk

Bund from Bulk to Baulk

Bund from Baulk to Track

Culvert

Make Good Track

Plastic Sheet Pile Dam

Plastic Sheet Pile Plug

Piling

Contour Bund

Controlled Open Water

Works completed

Peat Bund

Infill Drain

weir

Bund

JBA

consulting



RESOURCE COSTING SHEET

Project Title:	Thorne, Crowle and Goole Moors WLMP
Client:	Doncaster East Internal Drainage Board
Client Contact:	Chris McGuinness
JBA Ref:	2011s5031
Date:	16-Oct-15
JBA Project Manager:	Balaji Angamuthu

Ref	Staff Title:
	Staff Member:
	Staff Member(s) Initials:
	Hourly Rate (£/hr)
100	Task 100 - Design
105	Pumping station (1no.)
110	Weir structures (36 no.)
115	Pipe culverts (22 no.)
120	Plastic piling and bunding (Few hundred metres)
125	Design report
	Sub-Total
200	Task 200 - Tendering
205	Design drawings - preparation and review
210	Bill of Quantities & specification
215	Consent Application (for consents from IDB and Coal Authority)
220	Pre-construction Information Pack
225	Contract data and tender invitation
230	Conduct tendering
235	Tender appraisal
240	Appointment of contractor
	Sub-Total
300	Task 300 - Construction Management
305	Site supervision including managing archaeology sub-contract onsite
310	Contract administration
315	Management of water level monitors and telemetry installation
320	CDM Services as Principal Designer - during design & works
325	Monitoring of telemetry system
	Sub-Total
400	Task 400 -Site Visits
405	Design stage including survey
410	Tendering stage
415	Scheme promotion among IDB & Steering group members
	Sub-Total
500	Task 500 - Project Management
505	Project Management
510	Pre-tender liaising with IDB and Natural England
515	Post-tender liasing with IDB and Natural England
520	Organising and conducting steering group meetings (once every 3 months)
525	Project website maintenance
530	Project handover workshop with Natural England
	Sub-Total
	GRAND TOTALS

Staff Hours										Total Hours
Design Engineer	Principal Engineer	Director	Senior Engineer	CAD Technician	Technician	Senior Ecologist	Senior Ecologist	Senior Ecologist	Project Officer	
Andrew Thomas	Christopher Wright	Richard Buck	Balaji Angamuthu	Henry Shone	Aaron M Taylor	Kieran Sheehan	Laura Thomas	Rob Harrison	Darren Whitakker	
AT	CW	RB	BA	HS	AMT	KS	LT	RH	DW	
£49.23	£84.88	£100.00	£55.73	£26.48	£24.24	£58.74	£45.19	£45.19	£43.68	
16	8		120							144
			24		40					64
			8		40					48
			8						120	128
	8	4	40							
16	16	4	200	0	80	0	0	0	120	436
	8	4	8	72	24				16	132
	8		40	16	16				16	96
	4		8						16	28
	4		32						16	52
	8		48							56
			32							32
	8		24	8						40
			14							14
0	40	4	206	96	40	0	0	0	64	450
	8		168							480
	8									176
8	4								40	52
8				4					32	44
16	12	0	168	4	0	0	0	0	552	752
									48	48
									24	24
			8						16	24
0	0	0	8	0	0	0	0	0	88	96
34	34	4.25	136							208.25
			32							32
			32							32
	16		120							136
			12							12
			8						16	24
34	50	4.25	340	0	0	0	0	0	16	444.25
66	118	12	922	100	120	0	0	0	840	2,178

Total Staff Cost	Expenses (£)			Total Expenses	TOTAL
	Sub Contract	Mileage (m)	Other		
		at £0.50/mile			
8,154.32				-	£ 8,154.32
2,307.12				-	£ 2,307.12
1,415.44				-	£ 1,415.44
5,687.44				-	£ 5,687.44
17,564.32	0	-	0	0.00	£ 17,564.32
4,712.08				-	£ 4,712.08
4,418.64				-	£ 4,418.64
1,484.24				-	£ 1,484.24
2,821.76				-	£ 2,821.76
3,354.08				-	£ 3,354.08
1,783.36				-	£ 1,783.36
2,228.40				-	£ 2,228.40
780.22				-	£ 780.22
21,582.78	0	-	0	0.00	£ 21,582.78
20,966.40		4,000.00		2,000.00	£ 22,966.40
10,041.68				-	£ 10,041.68
2,480.56				-	£ 2,480.56
	10,000.00			10,000.00	£ 10,000.00
1,897.52				-	£ 1,897.52
35,386.16	10000	2,000.00	0	12000.00	£ 47,386.16
2,096.64		375.00		187.50	£ 2,284.14
1,048.32		225.00		112.50	£ 1,160.82
1,144.72		150.00		75.00	£ 1,219.72
4,289.68	0	375.00	0	375.00	£ 4,664.68
12,564.02				-	£ 12,564.02
1,783.36				-	£ 1,783.36
1,783.36				-	£ 1,783.36
8,045.68				-	£ 8,045.68
668.76				-	£ 668.76
1,144.72				-	£ 1,144.72
25,989.90	0	-	0	0.00	£ 25,989.90
104,813	10,000	2,375	0	12,375	£ 117,188

Project Total	£ 117,188
---------------	-----------

Contract data

Part one - Data provided by the *Employer*

1. General	<ul style="list-style-type: none"> The <i>conditions of contract</i> are the core clauses and the clauses for main Option A (Priced Contract with activity schedule), dispute resolution Option W2 and secondary Options X1, X2, X9, X11, and X18, of the NEC3 Professional Services Contract June 2005 (with amendments 2013)
	<ul style="list-style-type: none"> The <i>Employer</i> is Name ...Doncaster East Internal Drainage Board Address ...Epsom House, Chase Park, Redhouse Interchange, Doncaster, South Yorkshire DN6 7FE
	<ul style="list-style-type: none"> The Adjudicator is Name.... To be jointly selected from the ICE List of Adjudicators by the <i>Employer</i> and <i>Contractor</i>. In the event of failure to reach agreement the appointment will be made by the Institution of Civil Engineers
	<ul style="list-style-type: none"> The services are Design, Environmental Impact Assessment, and Construction Management of WLMP.
	<ul style="list-style-type: none"> The Scope is in "2011s5031-HH-L001-1.doc"
	<ul style="list-style-type: none"> The language of this contract is ...English
	<ul style="list-style-type: none"> The law of the contract is the law of ...England and Wales, subject to the jurisdiction of the Courts of England and Wales
	<ul style="list-style-type: none"> The period for reply is ...2 ...weeks
	<ul style="list-style-type: none"> The period for retention is 5 years following Completion or earlier termination
	<ul style="list-style-type: none"> The Adjudicator nominating body is ... The Institution of Civil Engineers
	<ul style="list-style-type: none"> The tribunal is ...arbitration
2. The Parties' main responsibilities	<ul style="list-style-type: none"> The Employer provides access to the following persons, places and things access to _____ access date _____ The required staff, materials and premises and access to Thorne, Crowle and Goole Moors until the end of construction defects correction period.
3. Time	<ul style="list-style-type: none"> The starting date is ...1st January 2016
	<ul style="list-style-type: none"> The <i>Consultant</i> submits revised programmes at intervals no longer than ...4 weeks
4. Quality	<ul style="list-style-type: none"> The quality policy statement and quality plan are provided within 4 weeks of the Contract Date.
	<ul style="list-style-type: none"> The defects date is 4 weeks or other period agreed by the <i>Employer</i> after Completion of the whole of the services

5. Payment	<ul style="list-style-type: none"> The assessment interval is...4 weeks 		
	<ul style="list-style-type: none"> The currency of this contract is the ...Pound Sterling 		
	<ul style="list-style-type: none"> The interest rate is.... 2 % per annum (not less than 2) above the average of the base lending rates in force by Barclays Bank, Royal Bank of Scotland (RBS) and Lloyds TSB 		
8. Indemnity, insurance and liability	<ul style="list-style-type: none"> The amounts of insurance and the periods for which the Consultant maintains insurance are 		
	Event	Cover	Period following Completion of the whole of the services or earlier termination
	Failure of the Consultant to use the skill and care normally used by professionals providing services similar to the services	£5,000,000 (Five million pounds) In respect of each claim, without limit to the number of claims	6 years
	Death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant	£5,000,000 (Five million pounds) In respect of each claim, without limit to the number of claims	6 years
	Death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract	£5,000,000 (Five million pounds) In respect of each claim, without limit to the number of claims	6 years
	The Employer provides the following insurances:		
	None		
	<ul style="list-style-type: none"> The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to ... £1 million (one million pounds) 		
Optional Statements	<ul style="list-style-type: none"> The period within which payment are made is 4 weeks 		
	<ul style="list-style-type: none"> The arbitration procedure is.... the latest version of the Institution of Civil Engineers Arbitration Procedure or any amendment or modification to it in force when the arbitrator is appointed 		
	<ul style="list-style-type: none"> The place where arbitration is to be held is....London 		
	<ul style="list-style-type: none"> The person or organisation who will choose an arbitrator <ul style="list-style-type: none"> if the parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator is....The Institution of Civil Engineers 		
Option X1	The index is: <ul style="list-style-type: none"> Consumer Price Index 		
Option X2	The law of the project is <ul style="list-style-type: none"> Statuary laws used in the Environmental Impact Assessment and CDM Regulations. 		

Contract data

Part two - Data provided by the *Consultant*

<p>Statements given in all contracts</p>	<ul style="list-style-type: none"> The <i>Consultant</i> is Name ...Jeremy Benn Associates Limited t/a JBA Consulting Address ...Epsom House, Chase ParkRedhouse Interchange, Doncaster, South YorkshireDN6 7FE
	<ul style="list-style-type: none"> The key people are Name...Andrew Thomas JobSenior Civil Engineer Responsibilities Project Manager Qualifications BEng Experience 9 years of experience in delivering flood alleviation schemes and contract management to IDBs, local authorities, Environment Agency, and Coal Authority. Name ...Christopher Wright Job ...Principal Engineer Responsibilities Design and management review Qualifications...BSc CEng MICE Experience He has experience of over 25 years in the water level management industry providing quarry restoration schemes, flood risk assessments, subsidence remediation works and was responsible for telemetry installation for over 90 IDB pumping stations. Name...Balaji Angamuthu JobSenior Civil Engineer Responsibilities Design, tendering, project and contract management Qualifications BEng, MTech, MSc, (PhD) Experience 7 years of experience in delivering flood alleviation schemes, flood risk assessments, and contract management to local authorities, Environment Agency, IDBs, Natural England, and Network Rail. Name ...Darren Whitaker Job ...Project Officer Responsibilities Design, Site supervision and environmental assessments Qualifications... HND Cert Ed MCIWEEM Experience He has over 15 years of working experience in Thorne Moors providing habitat and water level management services.
	<ul style="list-style-type: none"> The Staff rates are Name/designation rate Andrew Thomas (Senior Civil Engineer)...£49.23 Christopher Wright (Principal Civil Engineer)...£84.88 Balaji Angamuthu (Senior Civil Engineer)...£55.73

	Darren Whitaker (Project Officer)...£43.68								
	<ul style="list-style-type: none"> The following matters will be included in the Risk Register <p>The delivery risk for this project is due to adverse weather that can affect the access to the sites and the ground conditions. In such case, the works will be halted and restarted when the weather gets better and the working conditions have improved.</p>								
Optional statements	<ul style="list-style-type: none"> The programme identified in the Contract Data is as: <p>Provided to the Project Steering Group via routine updates</p>								
	<p>The expenses stated by the Consultant are</p> <table> <tr> <td>Item</td><td>amount</td></tr> <tr> <td>Car mileage</td><td>50p per mile</td></tr> <tr> <td>Sub-contract CDM</td><td>£450 per day + expenses at cost</td></tr> <tr> <td>Services</td><td></td></tr> </table>	Item	amount	Car mileage	50p per mile	Sub-contract CDM	£450 per day + expenses at cost	Services	
Item	amount								
Car mileage	50p per mile								
Sub-contract CDM	£450 per day + expenses at cost								
Services									
	<ul style="list-style-type: none"> The activity schedule is in <p>Provided to the Project Steering Group via routine updates</p>								
	<ul style="list-style-type: none"> The tendered total of the Prices is ... <p>As set out in 2011s5031-HH-L001-1 dated 18 January 2016</p>								

Doncaster East Internal Drainage Board
1 York Road
Tickhill
DONCASTER
DN11 9PU

For the attention of Chris McGuinness, Chairman

Our Ref: MGP\2011s5031-HH-L001-1

18 January 2016

Dear Sirs,

Thorne, Crowle and Goole Moors WLMP Implementation – confirmation of form of contract for professional services

The decision to instruct Jeremy Benn Associates (JBA) to undertake implementation of the Thorne, Crowle and Goole Moors Water Level Management Plan (WLMP) was ratified by Doncaster East Internal Drainage Board (DEIDB) in December 2012. Reports of implementation progress and fees have been issued by JBA to DEIDB on a monthly basis for the period to date.

Throughout this period it is our expectation that JBA services associated with the implementation of the WLMP, would be being undertaken in accordance with a standard form of contract for professional services within the engineering sector e.g. NEC3 Professional Services Contract. We understand that DEIDB requires clarification to this effect.

Please find below therefore our summary of the services and fee associated with design and construction management and preparation of an environmental impact assessment of the Thorne, Crowle and Goole Moors Water Level Management Plan. Our proposal is that an appointment under the NEC3 Professional Services Contract using the main option clause: Option A - Priced Contract with Activity Schedule be confirmed.

Scope

The scope of professional services is to undertake the implementation of the measures contained within the Thorne, Crowle and Goole Moors Water Level Management Plan Investigative Studies Report.

Fee

Our initial fee for the works is £287,089.30. A variation was approved (FRM04 dated 14 February and approved 7 April 2014) such that the current approved fee for JBA is £484,081.33

The number of site visits has been assumed for the purposes of budgeting. The actual number of site visits required to complete the works will be charged and a rate of 50p per mile used. The sub-contract service of archaeologists that will be required during the construction works is not included.

South Barn
Broughton Hall
Skipton
North Yorkshire
BD23 3AE
United Kingdom

T +44 (0) 1756 799 919
E info@jbaconsulting.com

www.jbaconsulting.com

Registered Office
South Barn
Broughton Hall
Skipton
North Yorkshire
BD23 3AE
United Kingdom

Jeremy Benn Associates Limited
Registered in England 3246693



Continued/-

Spend profile and the programme

We continue to provide updates on spend and progress via and to the Project Steering Group. At the next Project Steering Group meeting the following works to be carried out in the financial year 2016/17 will be discussed:

1. Design and construction of the water control structures on the following blocks of lands in Thorne Moors:
 - i) Weirs (2), Plastic Piling and bunding in Pony Bridge Wood,
 - ii) Western Edge Weir,
 - iii) Plastic Piling and bunding in Northern Reserve on Crowle, and
 - iv) Weirs (4), Plastic Piling and bunding provided access gained via private land.
2. Installation and monitoring of water level monitors and telemetry.
3. Project handover workshop with Natural England.

The Environmental Impact Assessment and the rest of the water control works are to be designed and constructed by April 2016.

We include as attachments Contract Data parts 1 and 2 of the NEC3 Professional Services Contract, together with an activity schedule and project spend profile.

We hope the above satisfactorily summarises the details of our ongoing appointment, but if you have any questions please do not hesitate to contact us.

Yours faithfully,
For **Jeremy Benn Associates Limited**



Marc Pinnell
Managing Director
marc.pinnell@jbaconsulting.com

Encs. NEC 3 PSC Contract Data Part1 and 2

Thorne, Crowle & Goole Moors SSSI WLMP Spend Profile	Estimated Final Costs	Estimated Final Contributions	Estimated Final Net Expenditure	EA Grant Approved	Expenditure to date to end Sep 15	Contributions To date to end Sep 15	Net Expenditure to date to end Sep 15	EA Grant balance Aug-15	Actual Expenditure		Estimated Expenditure 2015/16				Estimated Expenditure 2016/17				Estimated Expenditure 2017/18				Estimated EA Grant Final Balance	
									Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4				
Environmental Statemen	£100,000	£10,000	£90,000	£90,000	£92,790	£10,000	£82,790	£7,210	apr to Jun	Jul to Sep	Oct to Dec	Jan to Mar	-	-	-	-	-	-	-	-	-			
Design and Appraisal	£491,982	£4,760	£487,221	£514,480	£361,982	£4,760	£357,222	£157,258	£4,874	£26,758	£50,000	£25,000	£15,000	£15,000	£15,000	£10,000	-	-	-	-	£27,258			
Construction Works	£1,955,573	£46,580	£1,908,993	£2,329,610	£473,573	£46,580	£426,993	£1,902,617	£20,979	£8,400	£445,000	£700,000	313,000	-	£0	£0	£6,000	£6,000	£6,000	£6,000	£420,617			
Contingencies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
									£25,853	£35,158	£500,105	£727,105	£328,000	£15,000	£15,000	£10,000	£6,000	£6,000	£6,000	£6,000				
TOTALS	£2,547,555	£61,340	£2,486,215	£2,934,090	£928,346	£61,340	£867,005	£2,067,085	Year Total				£1,288,221	Year Total				£368,000	Year Total				£24,000	£447,875

NOTES £447,875

The current project forecast indicates that the final total expenditure on the scheme is estimated to be £2,547,445. The project has generated contributions from various sources to a current value of £61,340.

This contribution figure is expected to increase with the addition of any further bank interest gained and the likely contribution of € 12,000 from Natural England with respect to the construction of the pumping station.

The estimated net final expenditure figure is £2,486,215 which is less than the Environment Agency approved figure of £2,934,090. In summary it is envisaged that the scheme will be £443,985 under budget.

The project has to date incurred £928,346 of expenditure and received £61,340 in contributions.

This results in a net expenditure of £867,005. The maximum amount of EA grant to spend is £2,067,85.

However the Environment Agency are looking for at least 10% efficiency saving on this scheme.

The current project forecast meets this target.

The spend profile over the next three years shows how this remaining grant money is to be spent.

In summary, the yearly expenditure figures are 2015/16 £1,288,221, 2016/17 £368,000 and 17/18 £24,000. Which confirms the underspend of £447,875 (which includes £196,000 Risk element)

The net underspend is £251,875 which equates to the 10% efficiency target of the Environment Agency.

**The Eels (England and Wales) Regulations 2009
Regulation 17(5)(a)**

EEL SCREEN EXEMPTION NOTICE

To:

Natural England
Unit 1a, Green Tree Warehousing
Tudworth Road,
Hatfield
Doncaster
DN7 6HD

Under Regulation 17(4) of the Eels (England and Wales) Regulations 2009, on or after 1 January 2015, a responsible person must ensure an eel screen is placed in a diversion structure that:

- (a) is capable of abstracting at least 20 cubic metres of water through any one point in any 24 hour period; or
- (b) returns water to a channel, bed or sea.

This notice exempts you, as the responsible person, from the requirement to place an eel screen at the Thorne Moors Black Water Dike Pumping Station at 475093, 416305. The reason for this exemption is:

Thorne Moors is not considered suitable for eel, and is not likely to become so following the restoration of Thorne Moors.

As such, we can also confirm that the following flow control structures and proposed fixed weirs within the drainage system on the Moors, will not need to be made passable to eel.

Flow control structures

No.	Structure name	Easting	Northing
1	Southern Boundary tilting weir	471345	415150
2	Bluebridge tilting weir	473503	415938
3	Black Water Dike tilting weir	473429	416999
4	Angle Drain stop log structure	474397	414675

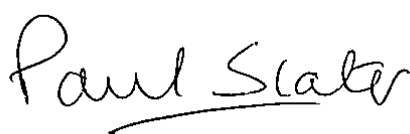
Proposed fixed weirs

No.	Easting	Northing
1	475015	415206
2	472009	417558
3	473113	415955
4	471912	415774
5	473161	415462
6	473374	415493
7	473232	415529
8	473113	415560
9	472814	415640
10	470863	417312
11	470465	417244
12	472886	414233
13	472625	414931
14	471887	417358
15	473485	415839
16	472850	413487
17	472607	416106
18	472759	417272
19	473649	416555
20	475675	414196
21	473577	416399
22	470661	417313
23	471412	415871
24	475991	415108
25	473753	413547
26	473674	413372

This exemption also applies to any additional fixed weirs that may be built within the Thorne Moors near the following co-ordinates - although their exact location is yet to be determined:

No.	Easting	Northing
1	471151	417205
2	471247	415507

This exemption takes effect on 22 December 2015.

A handwritten signature in black ink that reads "Paul Slater". The signature is written in a cursive style with a long horizontal stroke at the end.

Date: 22 December 2015

Signed
Paul Slater
Team Leader
Fisheries, Biodiversity and Geomorphology,
Yorkshire

Environment Agency
Coverdale House
Aviator Court
Amy Johnson Way
Clifton Moor
York
YO30 4GZ

Balaji Angamuthu

From: David Wordsworth <David.Wordsworth@northlincs.gov.uk>
Sent: 14 April 2011 15:58
To: Kieran Sheehan
Subject: RE: Thorne Moors Water Level Management Plan

Kieran,

I confirm that the above proposed works constitute permitted development. Please make the cheque payable to North Lincolnshire Council and address it to myself at Development Control, (Lower Ground Floor) Pitwood House, Ashby Road, Scunthorpe. North Lincolnshire. Ashby Road DN16 1AA. Please attach a covering letter to explain.

Regards

David

-----Kieran Sheehan <Kieran.Sheehan@jbaconsulting.co.uk> wrote: -----

To: David Wordsworth <David.Wordsworth@northlincs.gov.uk>
From: Kieran Sheehan <Kieran.Sheehan@jbaconsulting.co.uk>
Date: 07/04/2011 02:39PM
Subject: RE: Thorne Moors Water Level Management Plan

Hi David,

I assume you have by now had time to read the email that Tim Kohler of natural England has sent you and copied in to me. I assume that this is sufficient for you to reply to the question of whether our proposed works constitute Permitted Development.

If so, please could you let me know the address to which we should send the cheque for £30 and I will ensure that this is with you shortly.

Give me a ring if there are any problems.

Kieran

Kieran Sheehan

Environmental Adviser

Shire Group of Internal Drainage Boards

t: +44 (0)1302 342055

f: +44 (0)1302 329887

From: David Wordsworth [mailto:David.Wordsworth@northlincs.gov.uk]

Sent: 07 March 2011 12:14

To: Kieran Sheehan

Subject: Thorne Moors Water Level Management Plan

Dear Keiran,

I refer to your letter dated 28/02/2011 concerning the above. Your comments are noted, however, confirmation is required that the site is in our area. The process which should be followed is :

- 1) You are required to consult Natural England as they will assess the proposals against the Habitat Regulations. Please send a copy of their response letter to me with a cheque of £30.
- 2) On receiving their response I will then confirm if the proposal is Permitted Development.

I trust this clarifies the matter. Please do not hesitate to contact me should you require further clarification.

Regards

David

This e-mail expresses the opinion of the author and is not necessarily the view of the Council. Please be aware that anything included in an e-mail may have to be disclosed under the Freedom of Information Act and cannot be regarded as confidential. This communication is intended for the addressee(s) only. Please notify the sender if received in error. All Email is monitored and recorded.
Please think before you print- North Lincolnshire Council greening the workplace.

This e-mail expresses the opinion of the author and is not necessarily the view of the Council. Please be aware that anything included in an e-mail may have to be disclosed under the Freedom of Information Act and cannot be regarded as confidential. This communication is intended for the addressee(s) only. Please notify the sender if received in error. All Email is monitored and recorded.
Please think before you print- North Lincolnshire Council greening the workplace.

Tween Bridge Internal Drainage Board
Shire Group of IDBs
Dennison House
Hexthorpe Road
Doncaster
South Yorkshire
DN4 0BF

Your Ref: KS/02/001
Our Ref: SHC/JAB

Enquiries to: Mr Stephen Cook
Email: Beverley.dc@eastriding.gov.uk
Direct Line: (01482) 393830

Date: 07 March 2011

For the attention of Kieran Sheehan

Dear Kieran

Re: Thorne Moors Water Level Management Plan

I refer to your letter of 28 February 2011, concerning work to be undertaken at Thorne Moors.

As requested, I have considered whether the proposed works require planning permission, and would agree with your conclusion that they would be exempt from the requirement in accordance with paragraph 12(b) of article 3 of the Town and Country Planning (General Permitted Development) Order 1995, so long as the development consists of the carrying out of improvement works within the meaning of the Environmental Impact Assessment (Land Drainage Improvement Works) Regulations 1999. I understand from your letter that an Environmental Statement will be prepared in accordance with the 1999 Regulations.

As the Environmental Statement will be undertaken in consultation with Natural England, I consider that the involvement of Development Management Officers would not be necessary.

I will, however, ask the Council's Ecological Officer in our Sustainable Development Section as to whether she would wish to be involved in the project, and will ask her to respond direct to you on this matter.

Yours sincerely

Stephen Cook
Development Management Manager (West)