

MINOR WORKS AGREEMENT

Notes for the guidance of private estate developers - the Borough Council's requirements in connection with the construction of an access within the limits of the public highway.

Approval is subject to the works, within the limits of the public highway, being design checked and inspected, for which a fee of £3,237.80 payable in advance, applies. This is to ensure that the works are carried out to the correct specification by a competent contractor, fully certificated under the New Roads and Streetworks Act 1991, with the appropriate level of public liability insurance cover.

It is not possible for the developer to personally undertake the works within the limits of the public highway and, therefore, the developer will need to appoint a competent contractor, who meets the above-mentioned conditions.

1. A copy of the Borough Council's specification is available for the works, which must be adhered to.
2. Please complete the application form provided and submit it with a payment of £3,237.80 to Highways Development Control, Wokingham Borough Council, Shute End, Wokingham, RG40 1BN.

Payments by BACS, Bank details as follows:

National Westminster Bank Wokingham,

Account No.: 68437730,

Sort Code: 60-24-21

Please quote cost code MIC016

A Section 50 Licence (New Roads and Streetworks Act 1991) is necessary to enable any works to be undertaken in the public highway. You will need to contact our Street Works team (e-mail :- streetworksteam@wokingham.gov.uk) to arrange for such licence and for dates when the highway may be occupied.

If any works are carried out within the limits of the public highway without approval, or if you decide to drive across the footway/verge (without the access) this may constitute an offence under the terms of the Highways Act 1980 and be liable to the appropriate action by the Council.

On receipt of completed application form and payment, we will issue a copy of a legal Agreement which should be signed and returned. Only then will formal approval be given for contractors to commence work.

The following supporting documentation is also required unless previously submitted and approved.

1. Planning Approval No. and date of approval
2. Supporting calculations for surface water disposal system.
3. Soakage Test results if soakaways are proposed for surface water disposal.
4. Copy of extract of Ground Conditions Survey to verify Design CBR (if available).
5. Supporting calculations and design check certificates for structures affecting the highway or to be adopted as part of the highway.

It is the responsibility of the developer to make enquiries, searches, etc. and be satisfied that plant/equipment etc. the property of all public utilities, the highway authority or other legally licenced person, persons or organisations will not be compromised or damaged by the proposed works.

The developer is liable for all the activities on site and any damage to the highway and any duct, pipe, cable, plant or any other equipment.

Failure to comply with these conditions may result in the revocation of the Agreement or any other associated licence and any remedial works deemed necessary by the authority shall be undertaken at the expense of the licensee.

Approved Contractors

The Highway Authority will only accept approved contractors to do the works. The minimum requirement for the contractors is:

- Currently hold New Roads and StreetWorks Act accreditation or similar.
- Currently hold £10 million public liability insurance.

A copy of the NRSWA certificates for all of the operatives that will be employed with the highway element of this access plus a copy of the insurance certificate showing the public liability will be required.

APPLICATION TO ENTER INTO A MINOR WORKS AGREEMENT WITH
WOKINGHAM BOROUGH COUNCIL

Date: 03/12/2024

Please complete this form and send the coloured drawings, other documentation and this application form to the Team Leader Highways Development Control at the above address.

Developer Reference: BFSF

WBC Reference: MWA106

Name of Scheme: Barkham Farm Solar Farm

1. Location

a. Address (including Post Code) and Name of Parish where site is situated:

Barkham Farms, Barkham Ride, Barkham, Wokingham, Berkshire, RG40 4EX.

2. Name and address of Developer:

EQUANS E&S Solutions Limited, Becket House, 1 Lambeth Palace Road, London, SE1 7EU.

Telephone: M +44 (0)7824815357 Email: Michael.still@equans.com

3. Name and address of Owner of land (if different from above):

Wokingham Borough Council, Civic Offices, Shute End, Wokingham, Berkshire, RG40 1BN.

4. Name and address of proposed contractor. Please note that copies of the contractors New Roads & Street Works Act Accreditation and insurance policy showing that a minimum of £10M public liability cover is in place will be required.

Hilights Southern Limited, Unit 1A, Medway Works, Vicarage Lane, Rochester, Kent, ME3 9LB.

5. Planning Authority and Application reference No:

Wokingham Borough Council

- Licence Section 171 granted, Permit number: ARN-360-15480049 Dated 4/11/2024.
- Planning Application Number 211081, 21st of January 2022

6. Proposed start date and estimated completion date of the works. (Please note that you will be advised of the permitted start date in line with obligations under the Traffic Management Act):

13th January 2025 and 2nd February 2025

7. A cheque to the value of £3,237.80 made payable to WOKINGHAM BOROUGH

COUNCIL and crossed 'A/C Payee only'. Yes / No (Delete as Appropriate)



The following supporting documentation is also required unless previously submitted and approved. Please delete as appropriate (Yes/No/NA), when sending scanned copies of original documents in a CD and original hard copies to the Team Leader Highways Development Control at the above address:

- 1 Supporting calculations for surface water disposal system. (No)

Existing gullies are being reused and there is no change to impermeable areas. calculations for the surface water disposal are not required.

- 2 Soakage Test results if soakaways are proposed for surface water disposal. (Yes)

Within the Ground Investigation Report file, Soakage test results are included on page 32 and in appendices (shared). Note however this is not within the highway. Soakaways are also not proposed, it is proposed to reuse the existing gullies, this should not be required.

- 3 Copy of extract of Ground Conditions Survey to verify Design CBR (if available). (Yes)

Initial CBR values for the site are to be 2.5%. Please note they are not in the extent of the highway. The two nearest point to the highway have been included in the appendix as point WS16 and WS17 (one north of the road, one south of the road).

And further testing is costed to take place at formation level prior to construction of the proposed bellmouth.

- 4 Supporting calculations and design check certificates for structures affecting the highway or to be adopted as part of the highway. (NA)

There are no structures affecting the highway proposed. Calculations not required.

It is the responsibility of the developer to make adequate enquiries, searches, etc. and be satisfied that plant/equipment etc. the property of all public utilities, the highway authority or other legally licenced person, persons or organisations will not be compromised or damaged by the proposed works.

It is developer's liability for all the activities on site and any damage to the highway and any duct, pipe, cable, plant or equipment.

Failure to comply with these conditions may result in the revocation of this Agreement or any other associated licence and any remedial works deemed necessary by the authority shall be undertaken at the expense of the licensee.

DATED

10/01/2025

WOKINGHAM BOROUGH COUNCIL - PROPERTY

-and-

WOKINGHAM BOROUGH COUNCIL - HIGHWAYS

MINOR WORKS AGREEMENT concerning land at Barkham Farm Solar Farm in the
Borough of Wokingham

THIS AGREEMENT is made the Tenth day of January Two thousand and twenty five **BETWEEN**

(1) **WOKINGHAM BOROUGH COUNCIL – PROPERTY** whose registered office is at Shute End, Wokingham ("the **Applicant**")

(2) **WOKINGHAM BOROUGH COUNCIL - HIGHWAYS** ("the **Council**")

WHEREAS:INTERPRETATION IN this Agreement the following expressions unless the context otherwise requires have

the following meanings:

- | | |
|---------------------|--|
| (1)"the Applicant" | means the owner or occupier of the Land |
| (2)"the Highway" | means the highway maintainable at public expense known as Barkham Ride and |

(3) "the Specification"

the "Specification for Highway Works" published by Her Majesty's Stationery Office in December 1991 (or such subsequent version as shall be current at the time when the Works are constructed and any other supplements issued from time to time) as modified and extended by the Council's Additional Clauses for Developer's Schemes as produced to and receipt thereof of which is hereby acknowledged by the Developer prior to the date of this Agreement

(4)"the Land" means the land having a frontage to the Highway and shown delineated in red for the purposes of identification only on the drawing number BFSF-EQNS-XX-DR-C-0012 rev P01 annexed

(5)"the Final Certificate" means the final certificate to be issued by the Council on expiry of the Maintenance Period in accordance with Clause 14

(6)"the Council" means the Council, or its representative.

(7)"the Maintenance Period" means a period of twenty-four months from the date on which the Council shall issue the Provisional Certificate

(8)"the Provisional Certificate" means a provisional certificate of completion to be

issued by the Council on completion of the Works
in accordance with Clause 13

(9)"Statutory Undertakers" means any Undertaker within the meaning of the New Roads and Street Works Act 1991

(10)"the Works" means the vehicular access within the Highway the subject of this Agreement

RECITALS

(1) Pursuant to the Highways Act 1980 the Council is the Highway Authority and as such has control of the Highway

(2) The Land is being, or is to be, developed in accordance with a planning permission granted, or deemed to have been granted, under the Town and Country Planning Act 1990, and it appears to the Council that the development makes it necessary to construct a crossing over a kerbed footway or a verge in the Highway so as to provide an access for mechanically propelled vehicles to or from the carriageway of the Highway from or to the Land; or to improve or otherwise alter a made-up vehicle crossing that provides such an access

(3) The Council has the power to serve a notice on the Applicant stating that it proposes to execute such works for the construction or alteration of the crossing however the Applicant wishes to execute these works and the Council is prepared to accept this offer by the Applicant to execute those works in accordance with the terms of this Agreement made under Section 184 Highways Act 1980 Section 111 of the Local Government Act 1972 Section 2 of the Local Government Act 2000 Section 93 Local Government Act 2003 and all enabling powers

IT IS AGREED AS FOLLOWS

1. Approval of Plans

1 The Applicant shall prepare plans and specifications for the Works which shall contain details of all such matters relating to the Works as may be required by the Council acting by its Head of Neighbourhood Services and the Applicant shall submit such plans and specifications of the Works to the Council for his approval and subject to the approval of the Council of such plans and specifications the Applicant shall at its own expense secure the execution of the Works in accordance with the plans and specifications as approved and in accordance with such other plans and specifications as may be notified from time to time and before the issue of the Provisional Certificate by the Council to the Applicant in addition to or in variation of the plans and specifications referred to herein provided that any such other plans and specifications shall only supplement or vary the approved plans and

specifications as to matters of detail and not as to substance or extent of the Works and provided further that the carrying out of any works shown on any such other plans and specifications shall not unreasonably delay or cause unreasonable additional cost to the Applicant in the execution of the Works

2 The Contract

2.1 The Applicant shall secure the execution of the Works by engaging a contractor first approved by the Council under the Contract which will incorporate the ICE Conditions and no works shall commence until a copy of the Contract together with evidence that it has been legally executed has been produced to the Council.

2.2 The Works shall be completed with all due diligence in accordance with the plans and specifications referred to in Clause 1.1 and to a standard of workmanship which has been approved by the Council and in accordance with the terms of this Agreement to the reasonable satisfaction of the Council and the Works shall be supervised by persons adequately accredited and qualified under the New Roads and Street Works Act 1991 and shall be signed guarded and conducted to comply with the New Roads and Street Works Act 1991 and the associated Codes of Practice.

1 The Council shall be entitled to issue reasonable written instructions to "the Engineer" appointed under the Contract and the latter shall comply with any such reasonable instructions so as to ensure that the Works are executed in accordance with the matters specified in Clause 2.2

3 Commencement of the Works

3.1 The Applicant shall give the Council written notice of its intention to commence the Works as prescribed by the Traffic Management Act 2004: Code of Practice for Co-ordination i.e.:

Duration of Works (days = working days)	Maximum 3 days	3 -10 days	> 10 days and / or Temporary Traffic Regulation Order
Notification	Minimum 3 days	Minimum 10 days	Minimum 3 months

3.2 The Applicant shall ensure the following are complied with during the execution of the Works:

3.2.1 all drainage alterations other ancillary works and alterations to mains services and apparatus belonging to Statutory Undertakers shall be carried out as necessary

3.2.2 at the interfaces with existing works all new works shall tie in by line and level with any existing kerb footway and carriageway and existing works shall be

made good

3.2.3 alterations and additions to the existing street lighting system as may be required by the Council

3.2.4 alterations to the road and traffic signs road markings and other street furniture as may reasonably be required by the Council

3.2.5 management and control of traffic on Barkham Ride shall be strictly by agreement with the Council. No changes may be made to any traffic layout without the prior agreement of the Council unless under instruction from the Police or other emergency service. Temporary traffic signal may be used (between the hours of 9.30 and 15.30 only) but the Council reserves the right to secure their removal at times of heavy traffic flow or for any other emergency

3.2.6 no building materials shall be stored or deposited on the Highway without the written consent of the Council

1 The Applicant shall ensure that surface water from the Land shall not drain onto the Highway or into the highway drainage system as prohibited under Section 163 of the Highways Act 1980.

4 Maintenance

4.1 The Applicant shall at its own expense for the duration of the Maintenance Period to the satisfaction in all respects of the Council:

4.1.1 Maintain the Works

4.1.2 in relation to the Works and adjoining grass verges, footways or carriageway reinstate and make good any defect or damage that may arise from any cause whatsoever or be discovered during the Maintenance Period and between the expiry thereof and the issue of the Final Certificate PROVIDED THAT the Maintenance Period shall be deemed to continue until any necessary remedial works have been properly completed and the Final Certificate issued

5. Insurance

5.1 The Applicant shall:

- 5.1.1 during the course of implementing the Works and without prejudice to any policies of Insurance at its own expense reinstate or repair any damage caused or occurring through the fault of the Applicant or its contractors servants agents or workmen to any public highway or to any apparatus or services therein belonging to any Statutory Undertakers and
- 5.1.2 without prejudice as aforesaid be solely liable for and indemnify the Council in respect of and shall insure with insurers reasonably acceptable to the Council in the sum of £10 MILLION (TEN MILLION POUNDS) for any one occurrence against any liability loss damage claims or proceedings whatsoever arising under any statute or common law in respect of damage to property or personal injury or to the death of any person whomsoever arising out of or in the course of or caused by the performance of the **Works** unless due to the direct negligence of the **Council** or its servants or agents
- 5.1.3 on the date of giving notice under Clause 3.1 provide the Council with a copy of the relevant insurance policy together with evidence that premiums have been paid up to date and thereafter provide such evidence of such insurance as the **Council** or its officers may properly require

6. Statutory Notices

- 6.1 The **Applicant** shall be responsible for serving all appropriate notices required by statute and shall be entirely responsible for meeting any proper costs in diverting or altering Statutory Undertakers' services and for the avoidance of doubt the **Applicant** has delegated authority to act on behalf of the **Council** for the purposes of issuing notices under section 84 of the New Roads and Street Works Act 1991

7. Construction (Design and Management) Regulations 2015

- 7.1 The **Applicant** hereby acknowledges its responsibilities under the Construction (Design and Management) Regulations 2015 and in particular its responsibility to appoint a planning supervisor thereunder in relation to the Works
- 7.2 The **Applicant** shall advise the **Council** in writing of the name and address of the said planning supervisor prior to commencement of the **Works**
- 7.3 The **Applicant** shall procure that the planning supervisor shall comply with his responsibility to prepare and maintain a health and safety file for the **Works** and prior to the issue of the Final Certificate the **Applicant** shall procure that the **Council** shall have been provided with a copy of the said health and safety

file

8. Council Powers

8.1 Subject as mentioned in Clause 9 if the **Applicant** shall fail to execute and complete the **Works** in accordance with this Agreement or comply with its obligations contained in this Agreement the **Council** shall be entitled to execute or complete the **Works** or remedy any defect or damage by their own employees or by contract in such manner as they see fit and the reasonable and proper cost thereof as properly certified by the Council shall be recoverable on demand from the **Applicant**

9. Activation of the Agreement

9.1 For the avoidance of doubt it is hereby declared that no obligation to execute the **Works** shall arise unless and until the **Applicant** signifies its intention in writing to the **Council** to commence the **Works** in accordance with Clause 3.1 BUT if the **Applicant** shall fail to give such notice but commence the **Works** then such action by the **Applicant** shall activate this Agreement and the Council's rights and powers shall immediately arise and be of full force and effect

10. Inspection

10.1 The **Applicant** shall permit the Council to enter on the Land and to have access to the **Works** at all reasonable times for the purpose of inspecting and supervising the execution or maintenance of the **Works** and to ensure compliance with this Agreement but not so as to cause damage nor so as to impede progress

11. Costs

11.1 The **Applicant** shall pay to the **Council** the sum of £3,237.80 (THREE THOUSAND TWO HUNDRED AND THIRTY SEVEN POUNDS AND EIGHTY PENCE) on execution of this Agreement in respect of the design checking and administrative fees of the Council including inspecting both the execution and maintenance of the Works in accordance with the terms of this Agreement

12. Access to the Highway

12.1 The **Council** shall permit the **Applicant** its contractor servants and agents full and free access to the **Highway** for the purpose of enabling the **Applicant** to execute and to carry out the maintenance the **Works** in accordance with this Agreement

13. Provisional Certificate

13.1 Upon the completion of the **Works** to his reasonable satisfaction the Council shall issue the Provisional Certificate and deliver the same to the **Applicant**

13.2 From the date of the Provisional Certificate the **Works** shall be and remain for ever open to the use of the public for all highway purposes

13.3 Upon the issue of the Provisional Certificate the **Applicant** shall supply to the Council a full set of drawings as modified to show the **Works** as constructed including a coloured copy of the plan showing all areas which shall have become public highway as stated in Clause 13.2

14. Adoption of the Works

14.1 The **Council** hereby agrees that upon the expiration of the Maintenance Period and after the **Applicant** has made good any defects or damage to the **Works** or adjoining grass verges, footways or carriageway to the satisfaction of the Council the Council shall issue the Final Certificate indicating that the **Works** have been executed and maintained to his satisfaction and the **Council** shall thereafter maintain such part of the **Works** that have been executed in the **Highway** and on any part of the Land adjoining the **Highway** (but without prejudice to the **Applicant's** obligation to make good any defect or damage and the Works shall become a part of the roads known as xxxx and be forever thereafter highways maintainable at the public expense PROVIDED THAT before any certificate under this Clause becomes effective the Applicant shall ensure that there is declared and delivered to the Council (at the expense of the Applicant) such consents or dedication agreements as the Council shall require and approve duly executed by the fee simple owners and any mortgagees for the time being of the Land (if such owners and mortgagees for the time being are not named as parties to this Agreement) to ensure that there is available to and retained by the Council the necessary evidence of dedication to give effect to the adoption of the Works

15. Land Compensation Act

15.1 The Applicant hereby covenants with the Council that the Applicant will upon demand reimburse the Council with and hold the Council harmless in respect of all sums of compensation which the Council is obliged to pay under Part I of the Land Compensation Act 1973 or any statutory modification or re-enactment thereof from time to time in force in connection with the Works and shall indemnify the Council against the cost of insulating buildings against noise in the discharge of its duties or the exercise of its powers under Part II of the Land Compensation Act 1973 or any subordinate legislation thereto or any statutory modification or re-enactment thereof for the time being in force in connection with the Works AND this covenant shall continue in full force and effect until such claims shall have been determined settled and discharged and the Council reimbursed in full notwithstanding the issue of the Final Certificate PROVIDED ALSO that the Council shall not settle or agree the amount of any compensation without first consulting the Applicant

16. Notices

16.1 Any notice correspondence or certificate to be served on the Council shall be hand delivered or posted or sent by facsimile or recorded delivery post to Shute End, Wokingham RG40 1WL and any notice correspondence or certificate to be served on the Applicant shall be hand delivered or posted or sent by facsimile or recorded delivery post to the address of each of any of them as the same may be as shown in this Agreement.

Signed by *[name of director or other authorised person]* .
for and on behalf of the Applicant

[Signature]

[Director/position of authorised person] Katie Meakin - Head of

Development.....

Date.....10/01/25.....

[Name of the authorised person]

for and on behalf of the Council

[Signature]

[Position of authorised person] 10/1/25.....