

**SCHEDULE 2**  
**Remediation Requirements**



## Schedule 2 – Remediation Requirements

### **Stonegate Estate – Former Willenhall Town Gas Works**

You the recipient of this Remediation Notice are required to implement a scheme of works to mitigate the effects of contamination identified at the premises detailed in the "Identified Premises Details & Liability Apportionment Matrix" set out below. Where liability for the cost of remediation has been apportioned to more than one relevant person the recipients are required to consult and co-operate with each other and bear the cost of the remediation in the proportion set out in the "Identified Premises Details & Liability Apportionment Matrix"

Before carrying out the Actions below the Enforcing Authority ("the Council") shall be informed in writing of the person(s) who will do the work and their qualifications and experience. The work shall only be done by persons who have been approved by the Council, in writing, on the basis of the information provided. Such approval will not be unreasonably withheld or delayed.

**The remediation actions required by this notice are to be completed for all identified premises within the time scale specified for the relevant Stage detailed in 'Matters to be addressed' set out below and in any case within 12 months of the date of service of this notice. An overview of the requirements is given below.**

#### **General description of remediation requirements.**

This section to be read and implemented in conjunction with the requirements and time scales detailed in 'Matters to be addressed' below.

Remove soils contaminated with benzo(a)pyrene [B(a)P] from garden areas of identified properties as necessary to enable the placement of a clean cover layer consisting of soils or other agreed materials to a depth of at least 600 millimetres.

In circumstances where removal of contaminated soils is not practicable to ensure that there is an adequate cover to prevent the likelihood of property occupiers coming into contact with soil containing elevated levels of B(a)P.

The assessment criteria for establishing the suitability of clean soils or other media is to be agreed with the Council prior to installation.

Design, agree and implement a scheme of works to achieve the above where necessary in co-operation with others who share liability relating to the properties identified.

Provide a validation report containing documentary and photographic evidence to demonstrate that the requirements of the remediation have been met for each identified property have been successfully completed.



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### **Matters to be addressed.**

#### **Stage 1: Scheme design:**

Within TWO months from receipt of the Remediation Notice prepare and submit to the Council for approval a suitable method for breaking the pathway that currently exists between soils contaminated with B(a)P occupiers of affected properties. It is expected that this will entail the removal of contaminated soils from all soft landscaped, and potentially soft landscaped areas within the boundary of each identified property; however, other methods may be able to achieve the same outcome.

The actual depth of contaminated materials removal may vary; however, it is anticipated that installation of clean cover over any remaining contaminated soils will need to be a minimum of 600 mm thickness and may be up to 1000 mm depending on conditions at each individual address. A marker in some form, such as a geotextile membrane should be installed to signify to anyone digging on the site that they have reached the extent of remediated soils.

Contaminated materials may not need to be removed from areas that can be considered to be under permanent hard surface/impermeable installations, for example, permanent drive ways, permanent paths for access, outbuildings that have substantial foundations. Areas that will need to be within the Remediation Requirements are, for example, patios, decking and front gardens that have been paved but could be returned to soft landscaping and sheds or other light structures that do not have permanent foundations.

#### **Stage 2: Preliminary works:**

Within TWO months of the Council approving Stage 1:

Each identified property will need to be inspected and surveyed to establish the presence of features mentioned above. It may be necessary to identify and record additional features or structures that may impact remediation works. Position of boundaries, sheds, fences, patios, and any other similar garden structure and furniture will need to be recorded in order to facilitate reinstatement. This may be particularly important if boundary fences are to be disturbed. The condition and construction of any features to be temporarily removed must be agreed between you and the owner of the item or occupier of the property prior to removal and agreement on the standard of reinstatement reached before work commences.

#### **Access to property:**

You are required to consult with the occupiers and owners of identified properties and agree arrangements for access to facilitate implementation of the remediation scheme. Access to the rear of many properties is restricted and in some cases can



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only be achieved through the actual living space of the dwelling. Depending upon the extent of works to be implemented and the location of properties to be dealt with agreement to access via other domestic gardens will need to be obtained.

### Temporary storage:

You are required to consult with the occupiers and owners of identified properties and agree arrangements for the temporary storage of displaced sheds, fences and other garden items. In particular secure storage will need to be provided for the contents of garden sheds such as cycles, power tools, lawn mowers and other similar equipment.

Details of the preliminary works and agreements with property owners and occupiers shall be provided to the Council as part of the method statement under Stage 3.

### Stage 3: Remediation works:

Within FOUR months of the Council approving Stage 1 a method statement describing the arrangements for the required remediation works and detailing the actions to be implemented at each identified property must be prepared and provided to the occupier and the owner of the property. It shall also be submitted to the Council for approval.

The method statement must address the matters set out above and include the points mentioned below; however, the list is not exhaustive and details of other relevant matters should be included where identified.

- Arrangements for addressing the aspects listed above;
- Method of work;
- Method of handling and temporarily storing contaminated materials;
- Arrangements for disposal of contaminated materials and soils;
- Arrangements for monitoring works to ensure contaminated materials do not escape;
- Specification and method of installing materials to be used for reinstatement;
- Arrangements for validating the conformity of the agreed works;
- Arrangements for confirming no contaminated material has been left exposed;
- Arrangements for reinstatement of temporarily removed items or structures including repairs where appropriate.



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### Stage 4: Remediation Works

Within THREE months of the approval of the method statement by the Council in Stage 3 carry out the remediation works agreed with the Council, property occupiers and owners. Provide the occupiers of each affected property with anticipated dates for commencement of remediation and expected duration of work.

Provide to the Council weekly progress reports giving details of locations where remediation is completed or ongoing, addresses of properties where works will commence in the following week and details of any difficulties or delays encountered.

### Stage 5: Validation report:

Within one month of the completion of works at any property a validation report confirming details of the works carried out shall be provided to:

- i. The freeholder of the property
- ii. The leaseholder of the property (if appropriate)
- iii. The occupier of the property if not either the freeholder or leaseholder
- iv. The Council

The validation report for each property remediated in accordance with the remediation scheme required by this notice must contain as a minimum the following information.

- Details of the address and location of the property remediated;
- A plan identifying the boundaries of the property and the areas within that boundary that have been remediated as required;
- Details of the depth of replacement soils or other materials, the depth at which any geotextile marker has been placed and a description that will allow anyone uncovering the marker to recognise its significance;
- Details of any areas of hard surfacing or similar that have not been remediated;
- Details of the testing of replacement soils and other materials used in the remediation to confirm their compliance with the agreed specification and their suitability for use;
- Details of the persons on whom the validation report has been served.

**Apportionment of Liability between Identified Class A Appropriate Persons****Walsall MBC**

**Involvement:** Owned the non operational gas works site from 1965 to 1972. Considered as likely permitter due to knowledge of land use and purchase with view to develop for housing.

**History:** Purchased the non operational gas works and other land from the West Midlands Gas Board in 1965 using powers under the Housing Act 1957 Part V. Obtained outline planning approval for residential development in May 1972. Parcelled the gas works with other land and offered for sale to developers with information about the previous use and on condition that the land was used for residential development and public open space.

**Status:** The Council clearly intended the land to be used for residential development and obtained outline approval to establish the principle. Records indicate that the Council never had any intent to undertake such development itself and it was always its aim to sell on the land.

Applying the Exclusion Tests applicable to the Class A Liability Group it is possible that the Council may be excluded under the terms of Test 3 on the basis that information about the previous use of the site was contained in both the particulars of sale and the contract of sale indicating that the land was sold with knowledge. This view is reinforced by the fact that the purchaser of the land was required to demolish and clear the old gas works following purchase. There is some uncertainty about the extent of detail provided in the sale accordingly the council has not been excluded from the liability group under this test. Considering later exclusion tests it is considered that Test 6 is relevant. While the Council may have known about the previous use of the land and the potential contamination it did not undertake any direct significant actions that resulted in the introduction of pathways or receptors in the significant pollution linkage. These actions were carried out by others who cleared the land, prepared it for development and built dwellings.

EXCLUDED FROM THE LIABILITY POOL BY THE APPLICATION OF TEST 6.

**Jim 2 Limited (Company Registration Number 00977338)**

**Involvement:** Purchased, demolished, cleared and prepared the site of the former gas works for residential development. Introduced pathways and receptors and sold on part of the site to others for development. Considered to be a causer and knowing permitter.

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**History:** Purchased the site from the Council in January 1972 as part of a larger parcel of land. Implemented demolition and site clearance operations to prepare the site for housing and public open space redevelopment. Obtained full planning approval for housing development of parts of the site in phases in April, June and November 1972. In June 1972 a portion of the larger land parcel that included a part of the former gas works was sold on to E Fletcher Builders Ltd who were dissolved on the 21<sup>st</sup> October 2014 and therefore no longer exist. In clearing the gas works and levelling the site in preparation for development demolition materials and waste from gas works operation was spread over the site.

**Status:** Considered that Jim 2 Limited would be aware of the potential for gas works operations to cause land contamination and for waste materials to be potentially harmful. By building dwellings introduced pathway and receptors thus completing the significant pollutant linkage. Class A liability exclusion tests have been considered and deemed not to apply.

REMAIN IN THE LIABILITY POOL. CONSIDERED TO BE 100% LIABLE FOR PROPERTIES BUILT BY THEM AND 100% LIABLE FOR LAND THAT THEY PREPARED FOR DEVELOPMENT AND SOLD ON TO OTHERS AS THE PURCHASER AND DEVELOPER OF THAT LAND CAN NOT BE FOUND.

Details of the liability apportionment for individual properties identified as contaminated land and the percentage attributable to Class A Appropriate Parties is set out below in the “**Identified Premises Details & Liability Apportionment Matrix**”

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### Identified Premises Details & Liability Apportionment Matrix

	Address	Company	Liability
1	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
2	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
3	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
4	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
5	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
6	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
7	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
8	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
9	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
10	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
11	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
12	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
13	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
14	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
15	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
16	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%

	Address	Company	Liability
17	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
18	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
20	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
22	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
24	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
26	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
28	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
30	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
32	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
34	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
36	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
38	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
40	Brookthorpe Drive Willenhall Walsall WV12 4TX	Jim 2 Ltd	100%
1	Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
Land Adj 1	Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
2	Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
Land Adj 2	Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%





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### Identified Premises Details & Liability Apportionment Matrix

Address	Company	Liability
3 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
4 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
5 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
6 Kemble Close Willenhall Walsall WV12 4DQ	Liability Not Apportioned	
7 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
8 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
9 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
10 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
11 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
12 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
13 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
14 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
15 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
16 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
17 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
18 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
19 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
20 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
21 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%

Address	Company	Liability
22 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
23 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
24 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
25 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
26 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
27 Kemble Close Willenhall Walsall WV12 4DQ	Jim 2 Ltd	100%
1 Oakridge Drive Willenhall Walsall WV12 4EN	Jim 2 Ltd	100%
3 Oakridge Drive Willenhall Walsall WV12 4EN	Jim 2 Ltd	100%
5 Oakridge Drive Willenhall Walsall WV12 4EN	Jim 2 Ltd	100%
7 Oakridge Drive Willenhall Walsall WV12 4EN	Jim 2 Ltd	100%
9 Oakridge Drive Willenhall Walsall WV12 4EN	Jim 2 Ltd	100%
11 Oakridge Drive Willenhall Walsall WV12 4EN	Jim 2 Ltd	100%
13 Oakridge Drive Willenhall Walsall WV12 4EN	Jim 2 Ltd	100%
15 Oakridge Drive Willenhall Walsall WV12 4EN	Jim 2 Ltd	100%
17 Oakridge Drive Willenhall Walsall WV12 4EN	Jim 2 Ltd	100%
19 Oakridge Drive Willenhall Walsall WV12 4EN	Jim 2 Ltd	100%
21 Oakridge Drive Willenhall Walsall WV12 4EN	Jim 2 Ltd	100%
23 Oakridge Drive Willenhall Walsall WV12 4EN	Jim 2 Ltd	100%
25 Oakridge Drive Willenhall Walsall WV12 4EN	Jim 2 Ltd	100%