P/2014/01128

Received 27/08/14

FAO. Gurdeep Bansal Our Ref: MC19994/DE

Pinnacle Your Ref:

Biwater Road
Garden City

AL7 3 AX **Date**: 02 August 2010

Dear Sirs

RE: C100602 - BURTON ON SEA

Thank you for your enquiry requesting information relating to the above.

According to our published Flood Map, which provides a general estimate of the likelihood of flooding across England and Wales, the majority of the site is shown to be within an area which may have annual chance of flooding greater than or equal to 1% (I.e. a 1 in 100 chance) in any given year from rivers, ignoring the presence and effect of flood defences. However, it must be noted that a large area of the site in question is situated in an Area benefiting from Defences (ABD), all of which are built to a design standard of 200 years. The north west corner of the site is shown to be located in Flood Zone 2 (between 0.1% and 1% annual chance of flooding from rivers). Please see attached FRA map.

Historic Flooding

Record of Flooding

Examination of our records of Historic Flooding (see explanation below) shows that the area that the above site is within, was flooded in 1875. Please note that these records show flooding to the land and do not necessarily indicate that properties within the historic flood extents were flooded internally. It is also possible that the pattern of flooding in this area has changed and that this area would now flood under different circumstances. Additionally I have provided historic flood outlines and levels recorded in the surrounding area shown on the attached historic map.

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What are our records of Historic Flooding?

Our records of Historic Flooding show the extents of known flooding from rivers, the sea, and groundwater. It cannot show all the flooding that may ever have occurred – we can only show flooding where we have adequate records. So, just because an area of land is shown outside the extents of our recorded flooding does not mean it has never flooded. As more data on historic flooding comes to light, and as flood incidents occur, then we will record this where we have adequate information to do so.

Defences

Burton benefits from a comprehensive defence scheme details of which can be found in the attached table.

Modelled Results

Modelled levels have been provided from both the River Trent Strategy study (2005) and the Burton Hydraulic and Economic study (2005)

The Trent Hydraulic and Economic Study Model 2005 divides the defended area of Burton on Trent into 10 reservoir units. A series of ten 100m long breach scenarios were considered at various locations along the length of the defences. The model considers these results and calculates a 1 in 200-year flood level applicable to each reservoir unit.

As the site is protected by flood defences, you may be required to undertake an overtopping and breach analysis (see PPS25) according to the methodology described in DEFRA document FD2320/TR2 and FD2321/TR1 Flood Risks to People. Please contact our Development and Flood Risk team for more information.

The applicable reservoir breach reservoir unit at this location is 45.54 mAOD.

The Bank Top ePlanning Tool

Local Authorities have the responsibility to consult the Environment Agency on any new development falling within 20 metres of the top of the bank of a Main River. The Bank Top Tool allows the Local Planning Authority to determine if new development falls within these areas and triggers the consultation.

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A site inspection has not been carried out in relation to your request for information. This information is provided under the conditions for use of data or information attached.

Yours sincerely

DIANE EDWARDS
External Relations Assistant
Direct Line 01543 404971

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No Intellectual Property Rights are transferred or licensed to you save those which are expressly provided in this agreement

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You may not transfer or in any other way make over to any third party the benefit of this agreement either in whole or in part

6. Waiver

Failure by either of us to exercise or enforce any rights available to it, or any forbearance, delay or grant of indulgence, will not be construed as a waiver of rights under this agreement or otherwise

7. Entire agreement

This agreement constitutes the entire agreement between us and supersedes all oral or written agreements, representations, understandings or arrangements (whether previous, contemporaneous or future) relating to its subject matter. You agree to waive any right to rescind this agreement by virtue of any misrepresentation and not to claim damages for any misrepresentation that is not fraudulent

8. Severance

If any part of the agreement is found by a court of competent jurisdiction or other competent authority to be unenforceable, then that part will be severed from the remainder of the agreement which will continue to be valid and enforceable to the fullest extent permitted by law

9. Variation and Termination

This agreement may not be amended, modified, varied or supplemented but it may if both of us agree be terminated or replaced by a new agreement

10. Relationship of Parties

We are not in a partnership or joint venture, nor is either of us the agent of the other or authorised to act on behalf of the other

11. Rights Of Third Parties

No third parties shall have rights to enforce any part of this agreement under the Contracts (Rights of Third Parties) Act 1999

12. Governing Law

This agreement shall be governed and construed in accordance with English law

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