

# A47 Wansford to Sutton Dualling

**Scheme Number: TR010039**

## **Volume 8**

### **8.1 Statement of Commonality for Statements of Common Ground**

Rule 8 (1)(e)

Planning Act 2008

Infrastructure Planning (Examination Procedure) Rules 2010

~~July~~ **June** 2022

Deadline **109**

Infrastructure Planning

Planning Act 2008

**The Infrastructure Planning  
(Examination Procedure) Rules 2010**

**A47 Wansford to Sutton  
Development Consent Order 202[x]**

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**8.1 STATEMENT OF COMMONALITY  
FOR STATEMENTS OF COMMON GROUND**

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<b>Rule Number:</b>	Rule 8(1)(e)
<b>Planning Inspectorate Scheme Reference</b>	TR010039
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<u>Rev 6</u>	<u>July / 2022</u>	<u>Deadline 10</u>

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## 1 INTRODUCTION

### 1.1 Purpose of this Document

- 1.1.1 This Statement of Commonality for Statements of Common Ground (“this Statement”) relates to an application made by National Highways (“the Applicant”) to the Planning Inspectorate (“PINS”) under Section 37 of the Planning Act 2008 (“PA 2008”) for a Development Consent Order (a “DCO”). If made the DCO would grant consent for the Applicant to undertake the A47 Wansford to Sutton Scheme (“the Scheme”). A detailed description of the Scheme can be found in the ES Chapter 2 The Proposed Scheme (**REP2-010**).
- 1.1.2 This Statement has been prepared to provide the Examining Authority (ExA) with the current position on Statements of Common Ground (SoCG) between National Highways and prescribed consultees, statutory undertakers and interested parties (“other parties”) in relation to the Scheme.
- 1.1.3 This Statement also provides a current position on the commonality on specific points raised in each of the SoCG at Examination Deadline 109 (~~528~~ July ~~ne~~ 2022).

## **2 STRUCTURE OF STATEMENTS OF COMMON GROUND**

- 2.1.1 To ensure consistency in the approach taken to documenting matters agreed, matters subject to further negotiation or matters not agreed, each SoCG adopts a standard format in order to provide clarity to other parties and ultimately the ExA.
- 2.1.2 Each SoCG has the following structure:
- Section 1: provides an introduction to the SoCG and a description of its purpose.
  - Section 2: states the engagement that has occurred between the Applicant and the other Party.
  - Section 3: sets out any issues that have arisen, reporting on the status of each issue, i.e. whether it is agreed, still under discussion or not agreed, and any remaining actions.
  - Appendices which contain any relevant document not forming part of the application that are referenced in the SoCG (e.g. emails / meeting notes / data).

### 3 LIST OF STATEMENTS OF COMMON GROUND

- 3.1.1 The Applicant was requested by the Examining Authority (Annex B to the Rule 8 letter dated 18 January 2022) to provide final signed versions of SoCGs with a number of parties by Deadline 3 (1 March 2022).
- 3.1.2 The Applicant has been in discussions with those parties, and others, and further detail about the current position of each SoCG can be found at Chapter 4, Table 4-1 of this Statement. The position with each SoCG is summarised in this document.

Table 3-1 : List of SoCGs

Stakeholder
<b>Local Authorities</b>
Peterborough City Council
Cambridgeshire County Council
Huntingdonshire County Council – <i>not required</i>
North Northamptonshire County Council – <i>not required</i>
<b>Prescribed Consultees</b>
Environment Agency
Natural England
Historic England
<b>Parish Councils</b>
Wansford Parish Council
Sutton Parish Council
<b>Statutory Undertakers</b>
Anglian Water Limited
Openreach Limited – <i>not required</i>
Vodafone – <i>not required</i>
EXA and Gigaclear – <i>not required</i>
MBNL (for EE & THREE mast sites) – <i>no SOCG anticipated</i>
CITL (for O2) – <i>no SOCG anticipated</i>
Western Power Distribution (East Midlands) Plc
National Grid (NGG) and National grid Electricity Transmission (NGET)
<b>Interested Parties</b>
Riverford Organic Farmers
William Scott Abbott Trust
David Longfoot
Milton (Peterborough Estates) / Sir Philip Naylor Leyland Bt

## 4 SUMMARY OF CURRENT POSITION

4.1.1 This section provides the current position of each SoCG as at Deadline [109](#).

4.1.2 Table 4-1 provides a high-level summary position and where necessary includes further detail to aid the understanding of the ExA. The high-level summary headings used in the table are:

- **Final Signed SoCG all matters agreed** – The final SoCG has been signed by both parties and all matters are agreed.
- **Final Signed SoCG with matters outstanding** – The final SoCG has been signed by both parties, and there remain matters outstanding, that the Applicant and the other party agree, will not be resolved during the Examination.
- **SoCG in draft** – The SoCG has been drafted by the Applicant, it has been shared with the other party and comments have been provided. Discussion is ongoing to reach a 'Final Signed SoCG all matters agreed' or 'Final Signed SoCG with matters outstanding'.
- **SoCG under preparation** – The SoCG has been drafted by the Applicant but not yet shared with the other party. Discussion is ongoing to reach agreement. The SoCG will be provided at the earliest opportunity.

Table 4-1

	Party	Position at Deadline 3 1 Mar 2022	Position at Deadline 4 24 Mar 22	Position at Deadline 5 20 Apr 22	Position at Deadline 7 20 May 22	Position at Deadline 8 14 Jun 22	Position at Deadline 9 28 Jun 22	Position at Deadline 10 5 Jul 22	Position at Deadline 11 11 Jul 22
8.2	<b>Peterborough City Council</b>	SoCG in draft	SoCG in draft	SoCG in draft	SoCG in draft	SoCG in draft	SoCG in draft		
8.3	<b>Cambridgeshire County Council</b>	Awaiting response from CCC	SoCG under preparation	SoCG under preparation	SoCG under preparation	SoCG in draft	SoCG in draft	<u>SoCG signed by both parties with matters outstanding</u>	
8.4	<b>Huntingdonshire County Council</b>	Discussions are continuing regarding the need for and content of a SoCG	SoCG not required						
	<b>North Northamptonshire County Council</b>	SoCG not required							
8.15	<b>Wansford Parish Council</b>		SoCG under preparation	SoCG in draft	SoCG in draft	SoCG signed by both parties with matters outstanding			
8.16	<b>Sutton Parish Council</b>		SoCG under preparation	SoCG in draft	SoCG in draft	SoCG signed by both parties with matters outstanding			
8.5	<b>Environment Agency</b>	SoCG in draft	SoCG in draft	SoCG in draft	SoCG in draft	SoCG in draft	SoCG in draft	<u>SoCG not required</u>	
8.6	<b>Natural England</b>	SoCG under preparation	SoCG under preparation	SoCG under preparation	SoCG under preparation	SoCG in draft	SoCG in draft	<u>SoCG in draft</u>	
8.7	<b>Historic England</b>	SoCG under preparation	SoCG under preparation	SoCG under preparation	SoCG under preparation	SoCG in draft	SoCG in draft	<u>SoCG signed by both parties with all matters agreed</u>	
8.8	<b>Anglian Water Limited</b>	SoCG under preparation	SoCG under preparation	SoCG under preparation	SoCG in draft	SoCG in draft	SoCG in draft	<u>SoCG in draft</u>	
	<b>Openreach Limited</b>	SoCG not required							
	<b>Vodafone</b>	SoCG not required							
	<b>EXA and Gigaclear</b>	SoCG not required							
	<b>MBNL (for EE &amp; THREE Mast Sites)</b>	No SoCG anticipated	No SoCG anticipated	No SoCG anticipated	SoCG not required				
	<b>CITL (for O2)</b>	No SoCG anticipated	No SoCG anticipated	No SoCG anticipated	SoCG not required				
8.9	<b>Western Power (East Midlands) Plc</b>	SoCG may be required	SoCG may be required	SoCG may be required	SoCG may be required	SoCG in draft	SoCG in draft	<u>SoCG Not required</u>	
8.10	<b>National Grid (NGG) and National Grid Electricity Transmission (NGET)</b>	Applicant is in discussions	Applicant is in discussions	SoCG may be required	No SoCG anticipated	SoCG not required			



	Party	Position at Deadline 3 1 Mar 2022	Position at Deadline 4 24 Mar 22	Position at Deadline 5 20 Apr 22	Position at Deadline 7 20 May 22	Position at Deadline 8 14 Jun 22	Position at Deadline 9 28 Jun 22	Position at Deadline 10 5 Jul 22	Position at Deadline 11 11 Jul 22
8.11	<b>Riverford Organic Farmers</b>	SoCG in draft	SoCG in draft	SoCG in draft	Sac in draft	SoCG signed by both parties with matters outstanding			
8.12	<b>William Scott Abbott Trust</b>	SoCG in draft	SoCG in draft	SoCG in draft	SoCG in draft	SoCG signed by both parties with matters outstanding			
8.13	<b>David Longfoot</b>	SoCG in draft	SoCG in draft	SoCG in draft	SoCG in draft	SoCG signed by both parties with matters outstanding			
8.14	<b>Milton (Peterborough Estates) / Sir Philip Naylor Leyland Bt</b>	SoCG in draft	SoCG in draft	SoCG in draft	SoCG in draft	SoCG signed by both parties with matters outstanding			

## 5 COMMONALITY

- 5.1.1 This section of the Statement provides a summary of principal issues covered in the SoCG and demonstrates where there is commonality in the topics or matters.
- 5.1.2 The table is presented in such a way to show topics covered within the various SoCG and how these are relevant to each other party and a position for each topic as follows:

	Matter agreed
	Matter subject to further discussion
	Matter not agreed

- 5.1.3 Where a matter is not relevant to the other party, it is not included within the SoCG and therefore not covered in Table 5-1 and shown as a blank.

Table 5-1 : Table of Commonality at Deadline 108

SoCG Ref	Party	Draft DCO	Protective Provisions	Other Consents and licenses	EMP and associated documents	Design and Engineering	Planning Policy	Detrunking & Adoption	Traffic and Transport	Cumulative effects	Climate	Socio-economic	Road Drainage and Water Environment	Noise and Vibration	Materials Assets & Waste	Geology, Soils and Agriculture	Biodiversity (including Arboriculture)	Landscape & Visual	Cultural Heritage	Air Quality
8.2	Peterborough City Council	Yellow				Yellow		Yellow	Yellow			Green	Yellow	Green	Green		Yellow	Yellow	Yellow	Green
8.3	Cambridgeshire County Council								Green			Green	Green		Green					Green
8.15	Wansford Parish Council					Yellow			Yellow			Yellow							Yellow	
8.16	Sutton Parish Council					Green						Green							Green	
8.5	Environment Agency																			
8.6	Natural England	Yellow															Yellow			
8.7	Historic England	Green																	Green	
8.8	Anglian Water Limited		Yellow																	
8.9	Western Power (East Midlands) Plc		Yellow																	
8.10	NG & NGET		Yellow																	
8.11	Riverford Organic Farmers					Red														
8.12	William Scott Abbott Trust					Red														
8.13	David Longfoot					Red														

SoCG Ref	Party	Draft DCO	Protective Provisions	Other Consents and licenses	EMP and associated documents	Design and Engineering	Planning Policy	Detrunking & Adoption	Traffic and Transport	Cumulative effects	Climate	Socio-economic	Road Drainage and Water Environment	Noise and Vibration	Materials Assets & Waste	Geology, Soils and Agriculture	Biodiversity (including Arboriculture)	Landscape & Visual	Cultural Heritage	Air Quality
8.14	Milton (Peterborough Estates) / Sir Philip Naylor Leyland Bt																			

## 6 POSITION AT DEADLINE 109

### 6.1 Introduction

6.1.1 This section provides a summary of the current position at Deadline 109 between the Applicant and each party.

### 6.2 Local Authorities

#### Peterborough City Council

6.2.1 The position of the SoCG with Peterborough City Council (PCC) at Deadline 109 is 'In draft'.

6.2.2 The draft SoCG has been developed between the Applicant and PCC. The draft reflects the issues identified by PCC in their Relevant Representation and has been reviewed following the submission of the Local Impact Report.

6.2.3 The following topics are agreed:

- Air quality
- Biodiversity
- Emissions during construction and operation (including noise and vibration)
- Minerals and waste
- Noise and vibration
- Socio economic effects
- Water environment

6.2.4 The following topics are yet to be fully agreed:

- Cultural heritage
- Landscape and visual effects
- Traffic and transport effects
- Draft DCO
- Design
- Maintenance

6.2.5 The Applicant is continuing to engage with PCC, through regular meetings to discuss the details of the outstanding matters.

6.2.6 Since the Deadline 8 submission progress has been and the SoCG is now in a position to be signed by both parties with matters outstanding as the Applicant and PCC agree some matters will not be resolved during the Examination. The SoCG will be signed by both parties and submitted before the close of the Examination on the 11 July 2022.

#### Cambridgeshire City Council

~~6.2.7 A meeting has been held with Cambridgeshire County Council to discuss the contents of a SoCG.~~

~~6.2.8 A draft SoCG has been prepared between the parties, covering the following topics:~~

- ~~• Traffic and Transport~~
- ~~• Minerals and Waste~~
- ~~• Floods, Water and Environment~~
- ~~• Socio-economic effects~~

~~6.2.96.2.7 The SoCG has been signed by both parties and has been submitted at Deadline 10 as the 'Final Signed SoCG with matters outstanding'. There is only one matter now outstanding relating to Walking Cycling and Horse Riding and the SoCG is awaiting signature.~~

Huntingdonshire County Council

~~6.2.106.2.8~~ Huntingdonshire District Council have confirmed to the Planning Inspectorate that they will not be participating further in the examination process and will not be agreeing a Statement of Common Ground with the Applicant.

North Northamptonshire District Council

~~6.2.116.2.9~~ North Northamptonshire have confirmed that a SoCG is not required.

### 6.3 Parish Councils

Wansford Parish Council

6.3.1 The SoCG has been signed by both parties and has been submitted at Deadline 8 as the 'Final Signed SoCG with matters outstanding'.

Sutton Parish Council

6.3.2 The SoCG has been signed by both parties and has been submitted at Deadline 8 as the 'Final Signed SoCG with matters outstanding'.

### 6.4 Prescribed Consultees

Environment Agency

~~6.4.1 The position of the SoCG with the Environment Agency (EA) at Deadline 9 is 'In draft'.~~

~~6.4.26.4.1~~ The Applicant and the Environment Agency (EA) ~~had~~<sup>ve</sup> agreed that there ~~were~~<sup>are</sup> no matters to be included in the SoCG other than the Draft DCO. ~~The SoCG does not therefore include all the topics requested by the Examining Authority in Annex B to the Rule 8 Letter.~~

~~6.4.36.4.2~~ The EA ~~is~~<sup>was</sup> seeking an additional Requirement to the draft DCO and ~~the Applicant is continuing to engage with the EA to agree the wording. A~~<sup>an</sup> additional requirement ~~wh~~<sup>as</sup> ~~been~~ included in the dDCO (REP5-007) submitted at Deadline 5.

~~6.4.3~~ The draft SoCG was submitted at Deadline 7 for information.

~~6.4.4~~ ~~The applicant is still seeking to agree the wording of the Requirements with the EA. Should this not be possible the version submitted at Deadline 7, once signed, will be the 'Final Signed SoCG with matters outstanding'. The Applicant and the~~

EA have worked together to agree a form of wording for Requirement 9 as below:

Flood compensatory storage

9.—(1) Subject to paragraph 1(2) below, no part of the authorised development is to commence until a detailed floodplain compensation scheme for that part has been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority and the Environment Agency.

(2) No part of the authorised development which will reduce the capacity of the floodplain is to commence until a detailed floodplain compensation scheme design for that part has been submitted to and approved in writing by the Secretary of State, following consultation with the Environment Agency.

(3) A floodplain compensation scheme prepared under paragraphs (1) and (2) must provide suitable flood storage for any flood waters that would be displaced by the authorised development in the 1 in 100 year plus 35% climate change allowance event.

(4) Construction of the authorised development must be sequenced so that at no point will the capacity of the floodplain be reduced below pre-construction levels.

(5) Any floodplain compensation scheme must be constructed as approved under paragraphs (1) and (2) and subsequently maintained.

6.4.46.4.5 As all matters are now agreed, the Applicant, with the agreement of the EA, no longer intends to submit a SoCG. This is confirmed in an email at Annex A to this document.

### Natural England

6.4.56.4.6 The position of the SoCG with Natural England at Deadline 109 is 'In draft'.

6.4.66.4.7 The Applicant has developed a draft SoCG based on matters raised in Natural England's Written Representation. Natural England has raised matters relating to the effects on Sutton Heath and Bog SSSI. The draft SoCG has been shared with Natural England and further discussions are to be held.

### Historic England

~~6.4.7 — The position of the SoCG with Historic England at Deadline 9 is 'In draft.~~

~~6.4.8 — The SoCG has been signed by Historic England and is awaiting signature by the Applicant. All matters have been agreed. The SoCG has been signed by both parties and has been submitted at Deadline 10 as the 'Final Signed SoCG all matters agreed'.~~

## 6.5 Statutory Undertakers

### Anglian Water Services Limited

6.5.1 The position of the SoCG with Anglian Water at Deadline 109 is 'Under preparation'. A SoCG setting out the matters at issue will be submitted before the close of the Examination.

6.5.2 Bespoke protective provisions (PPs) are largely agreed between the parties, however there ~~are is one point three points~~ of principle between the parties, namely the deferment of renewal provisions. ~~It is likely that agreement can be reached in relation to two of these issues, however~~ it is unlikely that it will be possible to reach agreement in relation to the deferment of renewal provision by the close of the Examination. The Applicant ~~included its will include its~~ preferred form of PPs in the dDCO at Deadline 9 at the next appropriate deadline.

#### Openreach Limited

6.5.3 Openreach have agreed that Schedule 109, Part 2 of the draft DCO provides adequate protections and it does not intend to take part in the Examination. No SOCG is needed.

#### Vodafone

6.5.4 Vodafone has agreed that Schedule 9, Part 2 of the draft DCO provides adequate protections and it do not intend to take part in the Examination. No SOCG is needed.

#### EXA and Gigaclear

6.5.5 EXA and Gigaclear have agreed that Schedule 9, Part 2 of the draft DCO provides adequate protections and they do not intend to take part in the Examination. No SOCG is needed.

#### MBNL (for EE & Three (Mast Sites))

6.5.6 MBNL has not made relevant representations in respect of the application, and can rely on the standard protections in Part 2 of Schedule 9 of the draft DCO. The Applicant has sought contact with MBNL's Agents in relation to access arrangements only. No SOCG is needed.

#### CTIL (for O2)

6.5.7 CTIL has not made relevant representations in respect of the application, and can rely on the standard protections in Part 2 of Schedule 9 of the draft DCO. The Applicant has sought contact with CTIL's Agents in relation to access arrangements only. No SOCG is needed.

#### Western Power Distribution (East Midlands) Plc (WPD)

~~6.5.8 The Applicant is discussing the need for bespoke protective provisions. The position of the SoCG at Deadline 9 is 'In draft'. The draft SoCG has been shared with Western Power. Agreement has been reached with WPD and the legal formalities are expected to conclude before the end of the Examination. A SoCG is therefore no longer required.~~

#### National Grid Gas (NGG) and National Grid Electricity Transmission (NGET)

~~6.5.86.5.9 Agreement has been reached with NGG and NGET and the legal formalities are expected to conclude A side agreement and PPs are currently being negotiated. These are in a standard agreed form. Agreement is expected before the end of the Examination. This position has not changed at Deadline 109.~~

## 6.6 Interested Parties

### Riverford Organic Farmers



6.6.1 The SoCG has been signed by both parties and was ~~been~~-submitted at Deadline 9 as the 'Final Signed SoCG with matters outstanding'.

[William Scott Abbott Trust](#)

6.6.2 The SoCG has been signed by both parties and was ~~been~~-submitted at Deadline 9 as the 'Final Signed SoCG with matters outstanding'.

[David Longfoot](#)

6.6.3 The SoCG has been signed by both parties and was ~~been~~-submitted at Deadline 9 as the 'Final Signed SoCG with matters outstanding'.

[Milton \(Peterborough Estates\) / Sir Philip Naylor Leyland Bt](#)

6.6.4 The SoCG has been signed by both parties and was ~~been~~-submitted at Deadline 9 as the 'Final Signed SoCG with matters outstanding'.

**Annex A**

[Email from the Environment Agency 04/07/2022](#)

**From:** [Tysoe, Heather](#)  
**To:** [Critchley, Jacquie](#); [LN Planning](#)  
**Cc:** [Nicola Cotton](#); [Mark Saunders \(Galliford Try\)](#); [Craig Storzaker](#); [REDACTED]; [Kevin Gibbs](#)  
**Subject:** [Ext Msg] RE: A47 Wansford - Flood Storage Requirement [CJ-WORKSITE.FID615952]  
**Date:** Monday, 04 July 2022 13:44:42  
**Attachments:** [image006.png](#)  
[image007.png](#)  
[image008.png](#)  
[image009.png](#)

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Good afternoon Jacquie.

Thank you for your email. I have assessed the information and I am satisfied that the wording reflects the requirements set out by the Environment Agency. Please note that the numbering seems to have gone slightly awry.

As all matters have been resolved, the Environment Agency agrees that the Statement of Common Ground is no longer required.

Many thanks

**Heather Tysoe**

Partnerships and Strategic Overview Advisor | Lincolnshire and Northamptonshire | Welland and Nene  
**Environment Agency** | Nene House, Pytchley Road Industrial Estate, Pytchley Lodge Road, Kettering, NN15 6JQ



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**From:** Critchley, Jacquie [REDACTED]  
**Sent:** 04 July 2022 11:42  
**To:** Tysoe, Heather [REDACTED] >; LN Planning [REDACTED]  
**Cc:** Nicola Cotton [REDACTED]; Mark Saunders (Galliford Try) [REDACTED]; Craig Storzaker [REDACTED]; Kevin Gibbs [REDACTED]  
**Subject:** A47 Wansford - Flood Storage Requirement [CJ-WORKSITE.FID615952]

You don't often get email from [REDACTED]

Morning Heather

Thanks for your time earlier and the useful discussions.

In summary the wording we discussed is as below:

**Flood compensatory storage**

9.—(1) Subject to paragraph 1(2) below, no part of the authorised development is to commence until a detailed floodplain compensation scheme for that part has been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority and the Environment Agency.

(1) No part of the authorised development which will reduce the capacity of the floodplain is to commence until a detailed floodplain compensation scheme design for that part has been submitted to and approved in writing by the Secretary of State, following consultation with the Environment Agency.

(1) A floodplain compensation scheme prepared under paragraphs (1) and (2) must provide suitable flood storage for any flood waters that would be displaced by the authorised development in the 1 in 100 year plus 35% climate change allowance event.

(4) Construction of the authorised development must be sequenced so that at no point will the capacity of the floodplain be reduced below pre-construction levels.

(5) Any floodplain compensation scheme must be constructed as approved under paragraphs (1) and (2) and subsequently maintained.

The following is a comparison of the wording provided by the EA in April which shows the changes we made this morning.

### Flood compensatory storage

9.—(2) Subject to paragraph ~~(2)~~(2) below, no part of the authorised development is to commence until a detailed floodplain compensation scheme for that part has been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority and the Environment Agency.

(2) No part of the authorised development which will reduce the capacity of the floodplain is to commence until a detailed floodplain compensation scheme design for that part has been submitted to and approved in writing by the Secretary of State, following consultation with the Environment Agency.

(3) A ~~flood-floodplain~~ compensation scheme prepared under paragraphs (1) and (2) must provide suitable flood storage for any flood waters that would be displaced by the authorised development in the 1 in 100 year plus 35% climate change allowance event.

(4) Construction of the authorised development must be sequenced so that at no point will the capacity of the floodplain be reduced below pre-construction levels.

~~(3)~~(5) Any ~~flood-floodplain~~ compensation scheme must be constructed as approved under paragraphs (1) and (2) and subsequently maintained.

If you can confirm that the wording is now acceptable to the EA and that a Statement of Common Ground is no longer required as all matters are agreed. I can then amend the Statement of Commonality to reflect this position and append your agreement.

Please do not hesitate to call if you have any queries.

Regards

Jacquie

Classification L2 - Business Data

Jacquie Critchley  
Partner

**Carter Jonas**  
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