

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 2022

Deadline 11

Infrastructure Planning

Planning Act 2008

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

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

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

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Author:	A47 Wansford to Sutton Project Team, National Highways

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CONTENTS

1	INTRODUCTION.....	1
1.1	Purpose of this Document.....	1
2	STRUCTURE OF STATEMENTS OF COMMON GROUND	2
3	LIST OF STATEMENTS OF COMMON GROUND.....	3
4	SUMMARY OF CURRENT POSITION	4
5	COMMONALITY	7
6	POSITION AT DEADLINE 11	10
6.1	Introduction	10
6.2	Local Authorities.....	10
6.3	Parish Councils	11
6.4	Prescribed Consultees	11
6.5	Statutory Undertakers.....	12
6.6	Interested Parties	13
	ANNEX A - EMAIL FROM THE ENVIRONMENT AGENCY 04/07/2022	14

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 11 (11 July 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
Local Authorities
Peterborough City Council
Cambridgeshire County Council
Huntingdonshire County Council – <i>not required</i>
North Northamptonshire County Council – <i>not required</i>
Prescribed Consultees
Environment Agency - <i>not required</i>
Natural England
Historic England
Parish Councils
Wansford Parish Council
Sutton Parish Council
Statutory Undertakers
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>not required</i>
CITL (for O2) - <i>no SOCG anticipated</i>
Western Power Distribution (East Midlands) Plc - <i>not required</i>
National Grid (NGG) and National grid Electricity Transmission (NGET)
Interested Parties
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 11.

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	Peterborough City Council	SoCG in draft	SoCG in draft	SoCG in draft	SoCG in draft	SoCG in draft	SoCG in draft	SoCG in draft	SoCG signed by both parties with matters outstanding
8.3	Cambridgeshire County Council	Awaiting response from CCC	SoCG under preparation	SoCG under preparation	SoCG under preparation	SoCG in draft	SoCG in draft	SoCG signed by both parties with matters outstanding	
8.4	Huntingdonshire County Council	Discussions are continuing regarding the need for and content of a SoCG	SoCG not required						
	North Northamptonshire County Council	SoCG not required							
8.15	Wansford Parish Council		SoCG under preparation	SoCG in draft	SoCG in draft	SoCG signed by both parties with matters outstanding			
8.16	Sutton Parish Council		SoCG under preparation	SoCG in draft	SoCG in draft	SoCG signed by both parties with matters outstanding			
8.5	Environment Agency	SoCG in draft	SoCG in draft	SoCG in draft	SoCG in draft	SoCG in draft	SoCG in draft	SoCG not required	
8.6	Natural England	SoCG under preparation	SoCG under preparation	SoCG under preparation	SoCG under preparation	SoCG in draft	SoCG in draft	SoCG in draft	SoGG signed by both parties with matters outstanding
8.7	Historic England	SoCG under preparation	SoCG under preparation	SoCG under preparation	SoCG under preparation	SoCG in draft	SoCG in draft	SoGG signed by both parties with all matters agreed	
8.8	Anglian Water Limited	SoCG under preparation	SoCG under preparation	SoCG under preparation	SoCG in draft	SoCG in draft	SoCG in draft	SoCG in draft	SoGG signed by both parties with matters outstanding
	Openreach Limited	SoCG not required							
	Vodafone	SoCG not required							
	EXA and Gigaclear	SoCG not required							
	MBNL (for EE & THREE (Mast Sites))	No SoCG anticipated	No SoCG anticipated	No SoCG anticipated	SoCG not required				
	CITL (for O2)	No SoCG anticipated	No SoCG anticipated	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
8.9	Western Power (East Midlands) Plc	SoCG may be required	SoCG may be required	SoCG may be required	SoCG may be required	SoCG in draft	SoCG in draft	SOCC Not required	
8.10	National Grid (NGG) and National Grid Electricity Transmission (NGET)	Applicant is in discussions	Applicant is in discussions	SoCG may be required	No SoCG anticipated	SoCG not required			
8.11	Riverford Organic Farmers	SoCG in draft	SoCG in draft	SoCG in draft	Sac in draft	SoCG signed by both parties with matters outstanding			
8.12	William Scott Abbott Trust	SoCG in draft	SoCG in draft	SoCG in draft	SoCG in draft	SoCG signed by both parties with matters outstanding			
8.13	David Longfoot	SoCG in draft	SoCG in draft	SoCG in draft	SoCG in draft	SoCG signed by both parties with matters outstanding			
8.14	Milton (Peterborough Estates) / Sir Phillip Naylor Leyland Bt	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 11

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	Green	Green	Green		Green	Yellow	Yellow	Green
8.3	Cambridgeshire County Council								Yellow			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								Yellow		
8.7	Historic England	Green																	Green	
8.8	Anglian Water Limited		Red																	
8.9	Western Power (East Midlands) Plc		Green																	
8.10	NG & NGET		Green																	
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 11

6.1 Introduction

6.1.1 This section provides a summary of the current position at Deadline 11 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 11 is 'SoCG signed by both parties with matters outstanding'.

6.2.2 The SoCG has been developed between the Applicant and PCC. The SoCG 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 has now been signed by both parties with matters outstanding as the Applicant and PCC agree some matters will not be resolved during the Examination.

Cambridgeshire City Council

6.2.7 The SoCG was signed by both parties and was 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.

Huntingdonshire County Council

- 6.2.8 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

- 6.2.9 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 Applicant and the Environment Agency (EA) had agreed that there were no matters to be included in the SoCG other than the Draft DCO.
- 6.4.2 The EA was seeking an additional Requirement to the draft DCO and an additional requirement was 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 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.

- 6.4.5 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

- 6.4.6 The position of the SoCG with Natural England at Deadline 11 is 'SoCG signed by both parties with matters outstanding'.
- 6.4.7 Natural England has raised matters relating to the effects on Sutton Heath and Bog SSSI, habitats, ecology and nature conservation, including assessment of cumulative effects, Best and Most Versatile Agricultural Land, and Biodiversity Net Gain.

Historic England

- 6.4.8 The SoCG was signed by both parties and was 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 11 is 'SoCG signed by both parties with matters outstanding'.
- 6.5.2 The Applicant included its preferred form of Anglian Water protective provisions (PPs) in the dDCO at Deadline 9.

These bespoke PPs are largely agreed between the parties, however there is one point of principle between the parties, namely the deferment of renewal provisions. The parties' respective positions on deferment of renewal are set out in the Statement of Common Ground.

Openreach Limited

- 6.5.3 Openreach have agreed that Schedule 9, 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 Agreement has been reached with WPD and formal legal documents are currently circulating between the parties. There are therefore no issues between the parties, a SoCG is therefore no longer required. Unfortunately, it has not been possible to conclude the legal formalities documenting this position before the end of the Examination. The Applicant understands that WPD will confirm this position in writing before the end of the Examination. As soon as formal legal arrangements are concluded, the Applicant will notify PINS. This is likely to be within the next 7 days.

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

- 6.5.9 Agreement has been reached with NGG and NGET who have written to PINS withdraw their objection.

6.6 Interested Parties

Riverford Organic Farmers

- 6.6.1 The SoCG has been signed by both parties and was 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 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 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 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](#); [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](#)

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



From: Critchley, Jacquie [redacted]
Sent: 04 July 2022 11:42
To: Tysoe, Heather <[redacted]>; LN Planning [redacted]
[redacted]
Cc: Nicola Cotton [redacted]; Mark Saunders (Galliford Try)
[redacted]; Craig Storzaker [redacted]
[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

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