



# MetroWest+

## Portishead Branch Line (MetroWest Phase 1)

Planning Inspectorate Reference: TR040011

Applicant: North Somerset District Council

### 9.3.7 ExA.SoCG-NSLIDB.D3.V2 – Statement of Common Ground

Between:

- (1) North Somerset District Council;
- (2) North Somerset Levels Internal Drainage Board; and
- (3) Network Rail Infrastructure Limited

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## 1 ABBREVIATIONS

Applicant	North Somerset District Council
CEMP	Construction Environmental Management Plan
DCO	Development Consent Order
NSIP	Nationally Significant Infrastructure Project
NSLIDB	North Somerset Levels Internal Drainage Board
RR	Relevant Representation
SoCG	Statement of Common Ground

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## 2 INTRODUCTION

- 2.1 This Statement of Common Ground (**SoCG**) has been prepared by North Somerset District Council (**the Applicant**) to set out the areas of agreement and disagreement with North Somerset Levels Internal Drainage Board (**NSLIDB**) in relation to the Development Consent Order (**DCO**) application for the Portishead Branch Line (MetroWest Phase 1) (**the DCO Scheme**) based on consultation to date. Network Rail Infrastructure Limited (Network Rail) is a party to this SoCG because Network Rail will own the railway network which is comprised in the DCO Scheme once construction works have completed and will therefore be responsible for any ongoing obligations in relation to the DCO Scheme.
- 2.2 This SoCG comprises an agreement log which has been structured to reflect topics of interest to NSLIDB in relation to the application for the DCO Scheme. Topic specific matters agreed between NSLIDB and the Applicant are included.

### 3 SCHEME OVERVIEW

- 3.1 The Applicant has made an application for a DCO to construct the Portishead Branch Line under the Planning Act 2008 (**Application**). The DCO Scheme will provide an hourly (or hourly plus) railway service between Portishead and Bristol Temple Meads, with stops at Portishead, Pill, Parson Street and Bedminster.
- 3.2 The DCO Scheme comprises the nationally significant infrastructure project (**NSIP**) as defined by the Planning Act 2008 to construct a new railway 5.4 km long between Portishead and the village of Pill, and associated works including a new station and car park at Portishead, a refurbished station and new car park at Pill and various works along the existing operational railway line between Pill and Ashton Junction where the DCO Scheme will join the existing railway. Ashton Junction is located close to the railway junction with the Bristol to Exeter Mainline at Parson Street.<sup>1</sup>

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<sup>1</sup> Please refer to Schedule 1 of the DCO (DCO Application Document Reference 6.20) for more detail.

## **4 OVERVIEW OF ENGAGEMENT**

### **4.1 Introduction**

4.1.1 This section briefly summarises the consultation that the Applicant has had with NSLIDB. For further information on the consultation process please see the Consultation Report (Document Number 5.1).

### **4.2 Pre-application**

4.2.1 The Applicant has engaged with NSLIDB on the DCO Scheme during the pre-application process, both in terms of informal non-statutory engagement and formal consultation carried out pursuant to Section 42 of the Planning Act 2008.

### **4.3 Matters of interest to NSLIDB in the DCO Scheme**

4.3.1 NSLIDB is the relevant internal drainage board for part of the area in which the DCO Scheme lies. NSLIDB is interested in the works that impact on the watercourse network, the NSLIDB operations and activities and the mitigation proposed by the Applicant in relation to the DCO Scheme.

4.4 NSLIDB was consulted both formally, as part of the Section 42 Consultation, and informally outside the of the Section 42 Consultation period.

### **4.5 Overview of key issues raised during the informal and formal Section 42 consultation process**

4.5.1 When consulted, NSLIDB raised the following key issues (see tables in section 4):

- (i) to ensure that, during and after construction, the watercourse network can be operated and maintained for appropriate drainage, water level management and environmental standards by NSLIDB and appropriate riparian owners and that the proposed works will not adversely affect NSLIDB's statutory activities;
- (ii) that any alterations to watercourses inside the NSLIDB area would need Land Drainage Act consent from the NSLIDB;
- (iii) car parking at Sheepway, which is designed for heavy machinery and low loaders to maintain drains, should be retained; and
- (iv) during construction of the footbridge, trees around The Cut in Portishead are cut back from an existing access maintenance track.

4.6 The Applicant sets out its consideration of all issues during the further development stages, in full detail in the ES Chapter 17 "Water Resources, Drainage and Flood Risk" (DCO Application Document Reference 6.20).

#### **4.7 Overview of key issues raised during informal discussions between the Applicant and NSLIDB, outside of the formal consultation process**

4.7.1 Outside of the formal consultation process NSLIDB raised the following key issues:

- (i) to ensure that drainage assets are safeguarded during construction; and
- (ii) that NSLIDB be kept updated of developments in the temporary and permanent drainage times and the timing of construction works so that the NSLIDB can plan accordingly.

4.8 Sections 4 and 5 of this Statement of Common Ground give further details on the issues raised by NSLIDB and the Applicant's response to this. NSLIDB agrees that, in the most part, the issues raised have been adequately dealt with by the Applicant.



4.9 NSLIDB has raised concerns that the Applicant is proposing to dis-apply seven (7) of the NSLIDB's local byelaws pursuant to Article 52 and Schedule 15 of the DCO.

4.10 Specifically, the Applicant included the following Byelaws in Schedule 15 of the DCO:

- (i) Byelaw 3 (control of introduction of water and increases in flow or volume of water);
- (ii) Byelaw 7 (detrimental substances not to be put in watercourses);
- (iii) Byelaw 10 (no obstructions within 9 metres of the edge of the Watercourse);
- (iv) Byelaw 14 (vehicles not to be driven on banks);
- (v) Byelaw 15 (banks not to be used for storage);
- (vi) Byelaw 17 (fences, excavations, pipes, etc.); and
- (vii) Byelaw 24 (damage to property of the Board).

4.11 The following table explains:

- (i) the Applicant's reasoning for the disapplication of the Byelaws: and
- (ii) the NSLIDB's position in respect of this:

<b>Byelaw</b>	<b>Title and Summary</b>	<b>Applicant's Reasoning</b>	<b>NSLIDB's Position</b>	<b>Status</b>
3	<b>Control of introduction of water and increases in flow or volume of water.</b>	[Controlled by:  (1) the measures set out in Chapter 13 (Water Resources, Drainage and Flood Risk of Construction Environmental	No objection to the disapplication of this byelaw.	Agreed

	Prohibits introduction of water, directly or indirectly, into watercourse without consent of the NSLIDB	Management Plan ( <b>CEMP</b> ) (Document 8.14);  (2) Requirements: 11 (surface and foul water drainage), and 23 (watercourses)		
7	<b>Detrimental substances not to be put into watercourses</b> Prohibits placing of objects in watercourse and also in proximity to a watercourse to render the same liable to drift, drain or be blown into a watercourse	[As for Byelaw 3 above.]	No objection to the disapplication of this byelaw.	Agreed
10	<b>no obstructions within 9 metres of</b>		Objects to the disapplication of this byelaw. The location	Agreed. The Applicant has considered NSLIDB's

	<b>the edge of the Watercourse</b>		and arrangement of structures may impact on the Board's ability to access and maintain critical flood risk management structures. Obstructions may be benches, lighting columns and paving arrangements. The byelaw does not prevent these structures, it only requires approval for the location and details of them. The Board cannot unreasonably withhold consent. It would be unreasonable to	comments and has agreed to remove reference to the disapplication of this Byelaw from Schedule 15 of the DCO. This will be removed from the next iteration of the draft DCO.
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			<p>withhold consent for these. However, it is reasonable to approve the location such that a watercourse or access to it is not adversely impacted.</p> <p>Insufficient details has been provided to determine final locations and details of these obstructions, as they will be determined at detailed design stage.</p>	
14	<p><b>Vehicles not to be driven on banks</b></p> <p>No vehicle to be driven over or along any bank in such a manner as to cause</p>	<p>[The byelaw does not define manner of driving nor damage to banks which may not be driven on banks. The crossing of watercourses by vehicles</p>	<p>No objection to the disapplication of this byelaw.</p>	<p>Agreed.</p>

	damage to such a bank.	will be necessary in order to construct the proposed development. Appropriate controls will be put in place regarding the use of vehicles in such circumstances.]		
15	<b>Banks not to be used for storage</b> which may damage the banks, interfere with operation of the IDB or the right of the IDB to deposit spoil	[As for Byelaw 3 above]	No objection to the disapplication of this byelaw.	Agreed.
17	<b>Fences, Excavations, Pipes etc.</b> Prevents, without consent of the IDB, the placing of any	This Byelaw is very broad and there could very well be need for the works listed in Byelaw 17(d) to be carried out during the construction of the DCO Scheme, and therefore be subject to consent from NSLIDB.	Objects to the disapplication of this byelaw. The location and arrangement of the fences and gates can be subject to consent. The byelaw does not prevent fences, it only requires	Part Agreed/ Part Not Agreed  <i>NSLIDB still objects to the disapplication of byelaw 17(d) but it would be willing to concede to the disapplication of 17 (a)</i>

	<p>electrical main or cable or wire in or over any watercourse or in, over or through any bank of any watercourse.</p> <p>Byelaw 17(d), in particular, prevents the erection or construction of any fence post, pylon, wall, wharf, jetty, pier quay, bridge, loading stage, piling, groyne, revetment or any other building or structure whatsoever in, over or across any watercourse or in or on any bank thereof</p>	<p>The Applicant's view is that it would not be proportionate for an additional level of control by NSLIDB for works falling within the broad description of 17(d) when the DCO Scheme has been rigorously assessed and any land drainage consents are likely to be provided by other statutory bodies (e.g. the Environment Agency).</p> <p>In addition, there are works (for example, fences) that are required for railway safety regulations and the requirement to carry out these works cannot be made subject to the need for byelaw consent from NSLIDB.</p> <p>Retaining Byelaw 17(d) may otherwise restrict the authorised development.</p>	<p>approval for the location and details of fencing. The Board cannot unreasonably withhold consent. It would be unreasonable to withhold consent for fencing adjacent to a railway. However, it is reasonable to approve the location such that a watercourse or access to it is not adversely impacted.</p> <p>Insufficient details has been provided to determine final fence locations, foundation details and gate accesses. The current arrangements does not allow a level of access the same as is currently had as the proposals are for construction further south towards a section of The Cut that the current fence line.</p>	<p><i>(b), (c), and (e).</i></p>
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24	<b>Damage to the property of the NSLIDB</b>	This disapplication is necessary to ensure that the DCO Scheme can be delivered promptly, efficiently and safely, and in particular that the access of officers is consistent with the Applicant's Construction Design and Management procedures and obligations.	No objection to the disapplication of this byelaw.	Agreed
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4.12 The NSLIDB has stated in its RR that it does not have any objection to the Byelaws being dis-applied provided that it is given sufficient information within the Application to have comfort that the NSLIDB interests have been fully taken into account in the formulation of the proposals. The table above details which of the Byelaws the parties have agreed can be dis-applied.

4.13 The Applicant has agreed that it is no longer necessary to disapply Byelaw 10 and has noted the same in the above. The outstanding point in relation to the Byelaws, relates to the disapplication of Byelaw 17(d) and the Applicant will continue to work with the NSLIDB to understand and address their concerns in this regard

## 5 ISSUES

5.1 Within the table below, the different topics and areas of agreement and disagreement between North Somerset Levels Internal Drainage Board and the Applicant are set out.

Reference	Topic	North Somerset Levels Internal Drainage Board Position	North Somerset District Council Position	Status
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Informal Consultation				
<b>IDB1.2i</b>	<b>Water Resources, Drainage and Flood Risk</b>	Stated that their principal interest is to ensure that the watercourse network can be operated and maintained for appropriate drainage, water level management and environmental standards and that the proposed works will not adversely affect their statutory activities.	The Applicant worked closely with the North Somerset IDB throughout the early development stages to not adversely affect their statutory activities.	<i>Agreed</i>
<b>IDB1.3i</b>	<b>Water Resources, Drainage and Flood Risk</b>	Stated that any alterations to watercourses inside the NSLIDB area would need Land Drainage Act consent from the NSLIDB.	The DCO Scheme will apply for land drainage consents before construction works start.	<i>Agreed</i>
<b>IDB1.4i</b>	<b>Water Resources, Drainage and Flood Risk</b>	Stated that the car parking at Sheepway was designed for heavy machinery and low loaders to maintain drains, and states that this needs to be maintained.	The car park will be retained.	<i>Agreed</i>
<b>IDB1.7i</b>	<b>Water Resources, Drainage and Flood Risk</b>	Stated that design standards for temporary drainage should be the same as permanent drainage.	The design criteria used are according to the Applicant's requirements for a design life of 60 years for the drainage system in the permanent development sites and for a design life of 1-2 years for the temporary development sites. Temporary compounds have been designed for a surface water runoff period of a 30-year return	<i>Agreed</i>



			plus an allowance for climate change of at least 10%; allowance for permanent compounds is 40%. This was shared with the NSLIDB in June 2018 who raised no objections.	
<b>IDB1.8i</b>	<b>Water Resources, Drainage and Flood Risk</b>	Stated a requirement for construction ready detail for consents which are required for additional flows, storage or fencing, and temporary works.	This will be provided when a contractor is appointed. [the principle is agreed]	<i>Agreed</i>
<b>Key issues raised during the section 42 formal consultation process</b>				
<b>IDB2.2f</b>	<b>Water Resources, Drainage and Flood Risk</b>	Stated that specific drainage proposals for the track have not been presented and should be provided for review.	Track drainage is not changing; existing ditches and culverts will be cleared and/or repaired. This information was shared.	<i>Agreed</i>
<b>IDB2.3f</b>	<b>Water Resources, Drainage and Flood Risk</b>	Stated that The Cut is cleared of vegetation and siltation annually using a 13-tonne wheeled slew and it is essential access should be preserved.	This is largely outside of the DCO Scheme. A small section of The Cut near the foot crossing by Trinity Primary School will be inaccessible during the construction of the footbridge, however the NSLIDB have requested dates for this closer to the time of construction so they can access the area before and after instead of during. [The Applicant has agreed to provide these dates.] The DCO Scheme will not change the NSLIDB's current access rights or historic fence line. After construction, the same width of space that the NSLIDB currently enjoys to the access The Cut to the south east of the proposed Trinity Bridge will be made available to	<i>Agreed – subject to invitation to NSL IDB to comment on the detailed design works in this area, at the detailed design stage of the DCO Scheme.</i>

		<p>the NSLIDB. The footbridge and associated paving, fencing, lighting and other associated works will not impact on the Boards access with their 13-tonne vehicle. Tracking of this vehicle shows that access is maintained (see attached plan 467470.BQ.04.20-SK110 rev A). The NSLIDB will be invited to comment on the detailed design works in this area to ensure that access is maintained for their vehicles.</p>	
<p><b>IDB2.4f</b></p>	<p><b>Water Resources , Drainage and Flood Risk</b></p> <p>Stated that the drainage area to this culvert [at Sheepway] has been modified as a consequence of the development in the area which has involved ground re-profiling. Its capacity and invert level should be reviewed for adequacy. Also stated that access for watercourse maintenance using 13 tonne slew excavators is currently provided here and should be maintained, including provision for offloading from low-loader IDB was unable to confirm this point from the drawings provided.</p>	<p>The culvert was reviewed and no modifications needed. Access for the stated vehicle will remain.</p> <p>Access to the area via the car park will be retained and widened and lengthened.</p> <p>The Applicant understands that the IDB do not have a contract to clear these ditches. This is currently being managed by NSDC Streets and Open Spaces Team. However, the watercourses are within the NSLIDB district and the NSLIDB require access if necessary for the essential maintenance of these watercourse.</p> <p>The NSDC Streets and Open Spaces teams and NSLIDB have reviewed the plans and are satisfied with what is proposed for vehicular access on a temporary and permanent basis to</p>	<p><i>Agreed</i></p>

			maintain the ditches on Portbury Wharf Nature Reserve (approximately. 5m wide including verges).	
<b>IDB2.5f</b>	<b>Water Resources , Drainage and Flood Risk</b>	Stated that the whole of the zone south of Sheepway between the road overbridge and Station Road drains under the railway. There have been issues with waterlogging and flooding in this area in the past and free discharge through the culverts must be maintained. The exits to these culverts both fall within working / haul road zones.	Existing ditches and culverts will be cleared and/or repaired and will not be affected by being within the haul route areas.	<i>Agreed</i>
<b>IDB2.6f</b>	<b>Water Resources , Drainage and Flood Risk</b>	Stated that a culvert [at Portbury] carries run off from M5 and is heavily silted, causing water logging on the [south] side of the railway. The watercourse on the [north] side is under [Bristol Port] control and is currently being improved. Also stated that the lineside ditches ... as well as servicing the railway are essential components of the local drainage network. These fall both	Existing ditches and culverts will be cleared and/or repaired.  The access point off the Portbury Hundred will be retained and will be a shared access for use by NR as well.	<i>Agreed</i>

	<p>within and just outside the permanent and temporary acquisition zones and it is essential that their functionality be maintained. The existing access point off the Portbury 100 at the old Drove is used by Wessex Water and is also available to the IDB for maintenance access. It is noted that it is intended to permanently acquire land at this point but provision for unrestricted access should be maintained.</p>				
<p><b>IDB2.7f</b></p>	<table border="0"> <tr> <td data-bbox="329 713 499 916"> <p><b>Water Resources , Drainage and Flood Risk</b></p> </td> <td data-bbox="517 713 1043 1340"> <p>Stated that a culvert [near to Royal Portbury Dock Road] is possibly now redundant; discussion with IDB essential prior to any decision not to maintain or replace. Stated that a culvert under Dock Road with an outlet stream is not shown and falls within temporary acquisition zone. Stated that on [the south] side inlet channel and old brick headwall [are] inside the railway boundary. Also stated that a new parking zone under construction [by Bristol Port] will feature drainage swale and weedscreen close to or within</p> </td> <td data-bbox="1061 745 1733 1214"> <p>Existing ditches and culverts will be cleared and/or repaired – none will be removed.</p> <p>The fence line has been designed to be kinked in at culvert headwalls to allow access, whilst also allowing NR to retain the headwall on their land. This is shown in the Disused Railway Engineering Plans/GRIP 4 minor civils, DCO Application document reference 2.7.</p> <p>The Port’s new parking zone will not impede access to the NSLIDB or the DCO Scheme.</p> </td> <td data-bbox="1778 713 1890 746"> <p><i>Agreed</i></p> </td> </tr> </table>	<p><b>Water Resources , Drainage and Flood Risk</b></p>	<p>Stated that a culvert [near to Royal Portbury Dock Road] is possibly now redundant; discussion with IDB essential prior to any decision not to maintain or replace. Stated that a culvert under Dock Road with an outlet stream is not shown and falls within temporary acquisition zone. Stated that on [the south] side inlet channel and old brick headwall [are] inside the railway boundary. Also stated that a new parking zone under construction [by Bristol Port] will feature drainage swale and weedscreen close to or within</p>	<p>Existing ditches and culverts will be cleared and/or repaired – none will be removed.</p> <p>The fence line has been designed to be kinked in at culvert headwalls to allow access, whilst also allowing NR to retain the headwall on their land. This is shown in the Disused Railway Engineering Plans/GRIP 4 minor civils, DCO Application document reference 2.7.</p> <p>The Port’s new parking zone will not impede access to the NSLIDB or the DCO Scheme.</p>	<p><i>Agreed</i></p>
<p><b>Water Resources , Drainage and Flood Risk</b></p>	<p>Stated that a culvert [near to Royal Portbury Dock Road] is possibly now redundant; discussion with IDB essential prior to any decision not to maintain or replace. Stated that a culvert under Dock Road with an outlet stream is not shown and falls within temporary acquisition zone. Stated that on [the south] side inlet channel and old brick headwall [are] inside the railway boundary. Also stated that a new parking zone under construction [by Bristol Port] will feature drainage swale and weedscreen close to or within</p>	<p>Existing ditches and culverts will be cleared and/or repaired – none will be removed.</p> <p>The fence line has been designed to be kinked in at culvert headwalls to allow access, whilst also allowing NR to retain the headwall on their land. This is shown in the Disused Railway Engineering Plans/GRIP 4 minor civils, DCO Application document reference 2.7.</p> <p>The Port’s new parking zone will not impede access to the NSLIDB or the DCO Scheme.</p>	<p><i>Agreed</i></p>		

		temporary acquisition zones. Continued access for maintenance / operations essential.		
<b>IDB2.8f</b>	<b>Water Resources , Drainage and Flood Risk</b>	Stated that immediately to the east of Marsh Lane an important drainage path runs under the railway with long culverted sections falling within the acquisition zones. The watercourse serves a large upland catchment and has been subject to blockages and resultant flooding in the past.	Existing ditches and culverts will be cleared and/or repaired.	<i>Agreed</i>
<b>Key issues raised during discussions via meetings and correspondence between the Applicant and NSLIDB</b>				
<b>IDB1.1P</b>	<b>Water Resources , Drainage and Flood Risk</b>	Stated concerns of how NSLIDB access to clear The Cut around Trinity Bridge because they clear it every 6 months with a 13 tonne excavator. There also needs to be emergency cover 24/7.	This is largely outside of the DCO Scheme. A small section of The Cut near the existing foot crossing by Trinity Primary School will be inaccessible during the construction of the bridge. However the NSLIDB has requested dates for this closer to the time of construction so they can access the area before and after, instead of during. The DCO Scheme will not change NSLIDB's current access rights or historic fence line.  The footbridge and associated paving, fencing, lighting and other associated works will not impact on the Boards access with their 13-tonne vehicle. Tracking of this vehicle shows that access is	<i>Agreed - subject to invitation to NSL IDB to comment on the detailed design works in this area, at the detailed design stage of the DCO Scheme.</i>

			maintained (see attached plan 467470.BQ.04.20-SK110 rev A). The NSLIDB will be invited to comment on the detailed design works in this area to ensure that the finalised designs to ensure that access is maintained for their 13-tonne vehicles.	
<b>IDB1.2P</b>	<b>Water Resources , Drainage and Flood Risk</b>	Stated that the watercourses on Portbury Wharf are currently cleared once a year and require emergency access	Access to the area via the car park will be retained, widened, and lengthened. The Applicant understands that NSLIDB do not have a contract to clear these ditches. This is currently being managed by NSDC Streets and Open Spaces Team. However, the watercourses are within the NSLIDB district and the NSLIDB require access if necessary for the essential maintenance of the watercourse.  The NSDC Streets and Open Space Team and NSLIDB have reviewed the plans and are satisfied with what is proposed for vehicular access on a temporary and permanent basis to maintain the ditches on Portbury Wharf Nature Reserve (approx. 5m wide including verges).	<i>Agreed</i>
<b>IDB1.3P</b>	<b>Water Resources , Drainage and Flood Risk</b>	Concerned about low loader access and parking on Sheepway, the direction the Rhyne maintenance vehicle goes, and shared access keys for maintenance.	Access to the area via the car park will be retained, widened, and lengthened. The Applicant understands that NSLIDB do not have a contract to clear these ditches. This is currently being managed by NSDC Streets and Open Spaces Team. However, the watercourses are within the	<i>Agreed</i>

	<p>NSLIDB district and the NSLIDB require access if necessary for the essential maintenance of the watercourse.</p> <p>The NSDC Streets and Open Space Team and NSLIDB have reviewed the plans and are satisfied with what is proposed for vehicular access on a temporary and permanent basis to maintain the ditches on Portbury Wharf Nature Reserve (approx. 5m wide including verges).</p>				
<p><b>IDB1.6P</b></p>	<table border="0"> <tr> <td data-bbox="331 632 510 831"> <p><b>Water Resources, Drainage and Flood Risk</b></p> </td> <td data-bbox="517 632 1003 1002"> <p>Requested that at Portbury Wharf areas, the same width of verge is available for NSLIDB's tracked vehicles in case NSLIDB are awarded a contract to clear the ditches in the future or have to step in as a statutory authority to maintain these watercourses if the riparian owner fails to do so.</p> </td> <td data-bbox="1025 632 1760 1002"> <p>Access to the area via the car park will be retained, widened, and lengthened. The Applicant understands that NSLIDB do not have a contract to clear these ditches. This is currently being managed by NSDC Streets and Open Spaces Team. However, the watercourses are within the NSLIDB district and the NSLIDB require access if necessary for the essential maintenance of the watercourse.</p> <p>The NSDC Streets and Open Space Team and NSLIDB have reviewed the plans and are satisfied with what is proposed for vehicular access on a temporary and permanent basis to maintain the ditches on Portbury Wharf Nature Reserve (approx. 5m wide including verges).</p> </td> <td data-bbox="1783 632 1895 663"> <p><i>Agreed</i></p> </td> </tr> </table>	<p><b>Water Resources, Drainage and Flood Risk</b></p>	<p>Requested that at Portbury Wharf areas, the same width of verge is available for NSLIDB's tracked vehicles in case NSLIDB are awarded a contract to clear the ditches in the future or have to step in as a statutory authority to maintain these watercourses if the riparian owner fails to do so.</p>	<p>Access to the area via the car park will be retained, widened, and lengthened. The Applicant understands that NSLIDB do not have a contract to clear these ditches. This is currently being managed by NSDC Streets and Open Spaces Team. However, the watercourses are within the NSLIDB district and the NSLIDB require access if necessary for the essential maintenance of the watercourse.</p> <p>The NSDC Streets and Open Space Team and NSLIDB have reviewed the plans and are satisfied with what is proposed for vehicular access on a temporary and permanent basis to maintain the ditches on Portbury Wharf Nature Reserve (approx. 5m wide including verges).</p>	<p><i>Agreed</i></p>
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<b>IDB1.10P</b>	<b>Water Resources, Drainage and Flood Risk</b>	<p>Stated a need for a method of the NSLIDB legally securing access to the proposed NR compound at Sheepway.</p>	<p>The latest highway drawing (DCO Document Reference 2.49) for the Sheepway area was issued to the NSLIDB and it was stated that there may have been a misunderstanding between what NR need on a temporary and permanent basis. On a temporary basis (during construction) the NR compound will indeed prevent access for the NSLIDB. However, post-construction the existing access route that the NSLIDB has used in the past in that location will be reinstated, albeit in a slightly different alignment to go around the NR compound track. We believe this represents a betterment on the current situation, as we are also vastly improving the general access and parking area from the highway which will be considerably larger. This will assist with unloading the NSLIDB's maintenance vehicles as it has been designed to be large enough to accommodate a low loader and parked cars at the same time; if needed, cars can be restricted from parking which would free even more space as the public have no right to park here and it is not a formal car park.</p> <p>NSDC currently clear the ditches in this area and will be able to do so during construction as they use a different access from the north west (via</p>	<i>Agreed</i>
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			Portishead) – this separate access will be unaffected by the DCO Scheme.	
<b>IDB1.11P</b>	<b>Water Resources , Drainage and Flood Risk</b>	Requested location specific outfall details of temporary and permanent drainage features that include invert levels and a check on the downstream connectivity of the receiving watercourses. Stated all that currently appears on drawings is an indication of flow rates; however, stated that the flows are acceptable.	The detailed design stage will be completed when it is known what the contractor's plans are for using the haul roads and compounds. The Surface Water Drainage Strategy (DCO Application Document Reference 6.26) has assumed a worst case (i.e. 100% coverage with an impermeable surface) which in reality is unlikely to be the case, in the calculations.	<i>Agreed</i>
<b>IDB1.12P</b>	<b>Water Resources , Drainage and Flood Risk</b>	Requested details of temporary culverts for the haul road, compounds, site construction areas etc. with location specific sizes and invert levels.	This level of detail is not available until detailed design as it will need to be provided to the contractor with options as to how they deliver the scheme with the land available. The Surface Water Drainage Strategy (DCO Application Document Reference 6.26) sets out a worst case scenario for flow rates and suggested ways to manage the flows and the calculations and possible locations of these are contained within it.	<i>Agreed</i>
<b>IDB1.15P</b>	<b>Water Resources , Drainage and Flood Risk</b>	Pleased that the DCO (and its DCO Requirements) will be implemented with sufficient information being passed from the Applicant to the IDB in order to allow the IDB to continue	The Applicant understood that the NSLIDB needs to maintain so far as possible the same level of access to drains as the NSLIDB currently has, in order for its drainage system to be maintained effectively.	<i>Agreed</i>

		monitoring and maintaining drains as it would normally under its byelaws.		
<b>IDB1.17P</b>	<b>Water Resources , Drainage and Flood Risk</b>	Stated a need for its comments on the drainage strategy document regarding surface drainage and other matters to have been checked by the Applicant and satisfactorily incorporated into the DCO Scheme's design.	The Applicant understood that the IDB needs to maintain so far as possible the same level of access to drains as the IDB currently has, in order for its drainage system to be maintained effectively.	<i>Agreed</i>
<b>IDB1.21P</b>	<b>Water Resources , Drainage and Flood Risk</b>	Agreed that the use of the LPA (with IDB as control) is satisfactory process; LPA won't discharge requirement unless they have consulted IDB.	Noted.	<i>Agreed</i>
<b>IDB1.22P</b>	<b>Water Resources , Drainage and Flood Risk</b>	Agreed to proposed safeguards in the DCO, including documents such as the Master CEMP. Agreed to progress a tripartite Statement of Common Ground / agreement between IDB, NR and NSDC which could give further reassurance of access arrangement and communication plan.	Noted.	<i>Agreed</i>
<b>Issues raised during Section 56/Relevant Representations stage</b>				

RR1	<b>NSLIDB Byelaws</b>	<p>The NSLIDB stated in its relevant representation (<b>RR</b>) dated 24 January 2020:</p> <p><i>"Three of these byelaws [as set out in paragraph 3.10 above] are 'without prior consent' byelaws and four are to prevent damage to watercourses and the aquatic environment. The byelaws are not intended to restrict the authorised development in any way but to ensure that reasonable oversight and regulation in in place to ensure that the land drainage network is not adversely affected by the proposals. The Board would have no objection to these byelaws being dis-applied if there was sufficient information within the application to provide comfort that the Board's interests have</i></p>	<p>The Applicant disagrees with the NSLIDBs contention that it has not provided sufficient information or detail within the DCO Scheme plans for the NSLIDB to agree with the dis-application of the byelaws. Where information is outstanding, the Applicant has notified the NSLIDB that the reason for this is because it relates to details that will be agreed in future, for example, when the contractor is appointed, or closer to the beginning of the construction period of the DCO Scheme.</p> <p>The Applicant and NSLIDB have agreed that Byelaws 3, 7, 14, 15 and 24 can be disapplied, and that Byelaw 10 will no longer be sought to be disapplied. This will be removed from the draft DCO.</p> <p>The parties are agreed that all parts of Byelaw 17 can also be disapplied, except for Byelaw 17(e).</p>	<p><i>Part Agreed/ Part Not Agreed</i></p>
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*been fully taken into account in the formulation of the proposals. Unfortunately the drawings that accompany the application do not have sufficient detail for this to be determined. Therefore, the Board does not agree with the dis-application of the byelaws for this DCO."*

## 6 CONCLUSIONS

6.1 This Statement of Common Ground records that, in summary:

6.1.1 the following issues are agreed between the parties (see section 4 for detail):

- (i) to ensure that the watercourse network can be operated and maintained by NSLIDB with appropriate drainage, water level management and environmental standards throughout the construction and operation of the DCO Scheme;
- (ii) to ensure that the proposed works required under the DCO Scheme will not adversely affect the statutory activities of NSLIDB;
- (iii) any alterations to watercourses within NSLIDB area will require Land Drainage Act consent;
- (iv) that NSLIDB be kept updated of developments in the temporary and permanent drainage times and the timing of construction works so that NSLIDB can plan accordingly;
- (v) access to the car park at Sheepway is to be retained as well as widened and lengthened as part of the DCO Scheme;
- (vi) NSLIDB requires the same level of access to the watercourses as it currently has, during the course of construction and operation of the DCO Scheme, subject to any construction safety requirements that may reasonably be required to be complied with;
- (vii) access to the watercourse at The Cut. The Applicant has provided NSLIDB with a plan (467470.BQ.04.20-SK110 rev A attached to this SoCG) showing the proposed access in this area and NSLIDB has confirmed that the access arrangements are acceptable, subject to providing comments on the works in this area at the detailed design stage of the DCO Scheme;
- (viii) the use of Requirements in the DCO and the control process for the implementation of the DCO Scheme; and
- (ix) the disapplication of NSLIDB Byelaws 3, 7, 14, 15, 17 (parts (a), (b), (c) and (e)) and 24 in the DCO. In addition the Applicant has agreed that NSLIDB Byelaw 10 does not now need to be disapplied and the draft DCO will be updated to reflect the same.

6.1.2 The following issue is not agreed between the parties:

- (i) the dis-application of the NSLIDB Byelaw 17(d). The Applicant is of the view that it is not necessary for it to secure NSLIDB's consent to dis-apply the relevant byelaws by way of the DCO. Section 120(5) of the Planning Act 2008 allows a DCO to make such amendments, repeals or revocations of statutory provisions of local application as appear to the Secretary of State to be necessary or expedient in consequences of a provision of the order or in connection with the order. Notwithstanding this, the Applicant has sought to accommodate NSLIDB's requirements where possible through the development of this SoCG. The byelaws the Applicant is seeking to dis-apply, and the reasons why such dis-applications are necessary as a consequence/in connection with the Order, are detailed in paragraph 3.11 alongside NSLIDB's position in respect of each.

## 7 AGREEMENT ON THIS STATEMENT OF COMMON GROUND

This Statement of Common Ground has been jointly prepared and agreed by:

<b>The Stakeholder</b>
<i>Name:</i>
<i>Signature:</i>
<i>Position:</i>
<i>On behalf of:</i>
<i>Date:</i>

<b>The Applicant</b>
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*Name:*

*Signature:*

*Position:*

*On behalf of:*

*Date:*

**Network Rail**

*Name:*

*Signature:*

*Position:*

*On behalf of:*

*Date:*