

Application for Land Drainage Consent **Gateways/Culverts For Agricultural Use Only**

UNDER THE LAND DRAINAGE ACT 1991-Section 23 and
Axe Brue Internal Drainage Board Byelaws 2012 & Parrett Internal Drainage Board Byelaws 2006

Application for the consent of the Board to be granted to:-

Applicant's Name:

Applicant's

Address:

Telephone:

e-mail:

Select one of the three options below:

☐ To renew an existing gateway crossing by means of a culvert or bridge (8m in length or less)

☐ To create a new gateway crossing by means of a culvert or bridge (8m in length or less)

☐ To pipe a watercourse for a length of 8m or less

Landowner's Name & Address

**(required if different from
applicant):**

Telephone:

e-mail:

Location of proposed culvert:

(12 figure Grid Ref):

(eastings)

(northings)

Please supply an Ordnance Survey site plan showing the position of the works, if this is not possible contact the office. For guidance and advice on specifications please see our website or contact our office. Standard construction details may also be found on our website.

Description of proposed work:

Pipe size – (diameter & length) or bridge
dimensions:

Headwall type:

Drawing refs:

Who will be responsible for future maintenance of the works proposed in this
application?

☐ **Axe Brue**

☐ **Parrett**

RECEIVED:

CONSENT No:

BRADBURY HOUSE, 33-34 MARKET STREET
HIGHBRIDGE, SOMERSET, TA9 3BW
TEL: 01278 789906
LDC@somersetdbcs.co.uk
www.somersetdrainageboards.gov.uk

- ☐ I wish to apply for assistance with the supply of a pipe to undertake watercourse culvert work at the above location and I agree to the Conditions of Board Support for the supply of a pipe(s) as set out overleaf.

I/We confirm I/We have read the Conditions for Consent Application overleaf and will abide by their contents in relation to the application to the Board for consent which I/We now make.

Signed by the Landowner in the box below (required):

| | | | |
|-------------|--|-------|--|
| | | | |
| Print name: | | Date: | |

BOARD USE ONLY – DECISION

- ☐ I am pleased to inform you that the Board is able to support this work and will provide:

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Unfortunately the Board is unable to provide a pipe/assistance for the following reason:

- ☐ Not on a viewed Rhyne
☐ Not normally required by the Board's contractor whilst carrying out maintenance

- ☐ Consent is granted subject to all conditions (please see page 4 of this consent):
☐ Consent is refused due to the following reasons:

| |
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| Signed (Clerk to the Board) | Date |
|-----------------------------|------|
| | |

Please contact the Board with a required delivery date and address for your pipe if assistance has been approved by the Board. The date needs to be at least 3 weeks before works are to start

RECEIVED:

TYPICAL CROSS SECTION OF RHYNE – Details required for culverting

Please fill in all yellow boxes

Depth to pipe invert level = []

Depth to summer water level = []

Cover to top Of pipe = []

Type of backfill material and how it will be compacted = []

Depth of existing channel = []

Pipe material = []

Pipe internal diameter = []

Pipe length = []

Pipe joint details = []

Culvert

Maximum 8m long

Headwall type = []

PLAN OF CHANNEL AND CULVERT

CONDITIONS FOR CONSENT APPLICATION

1. That the works will be carried out in accordance with the deposited plans, drawings, sections and specifications (if any) and insofar as they are not set out then in accordance with the Manufacturer's instructions and the direction of the Board or its Agent. They shall be completed **within one year** of the date of this consent.
2. That all works contemplated by this Agreement whether original or substitute shall be executed and maintained by the Applicant at his own expense but under the supervision, and to the satisfaction of, the Board or its Agent.
3. That the Applicant will make good, to the satisfaction of the Board or its Agent, all damage occasioned as a direct or indirect consequence of the construction of the works and in default of such reinstatement and making good by the Applicant the Board shall be at liberty to do the same in which case the Applicant shall, on demand, repay to the Board all expenses, including supervision, incurred by it in relation thereto and such expense shall be recoverable as civil debt.
4. That the Applicant indemnify the Board from, and against, all actions costs, claims, damages, loss or demands which the Board may have brought against it in consequence of the carrying out of the works which are subject of this Agreement.
5. That notification of the commencement of the works shall be given to the Board not less than seven days before the date of commencement and notification of completion shall be given not more than seven days after completion.
6. That any temporary works required to enable the permanent works to be carried out and not included in this Agreement may need separate approval. Such temporary works may include coffer dams, culverting or bank excavation and such other works. Full details of such temporary works must be submitted to the Board at least fourteen days prior to commencement of works.
7. That these Conditions shall be binding upon the successors in title of the Applicant, owner or occupiers of the lands on which the works are constituted, or owners of the undertaking of which the works are part or with the works are associated.
8. This consent relates solely to the statutory powers of the Board under the various Acts and Byelaws which it operates.
9. It will be the applicant's responsibility to ensure that any permissions necessary from other authorities, statutory bodies, landowners or undertakers are sought and complied with e.g. Natural England, Local Council planning permission etc.
10. Unless the context otherwise requires the singular shall include the plural and the masculine shall include the feminine and a Company, Local Authority or other Undertaking.

CONDITIONS OF BOARD SUPPORT

The following conditions will apply to the availability and subsequent use of any financial or material support.

1. Pipes are supplied and/or a financial contribution is provided on the condition that the Board has issued formal Land Drainage Consent and that the culvert is constructed to Board's standards for backfill and headwalls.
2. Any pipe remains the Board's property until it is installed and the culvert is properly completed to the Boards satisfaction.
3. The pipe, following installation, becomes the property of the landowner and cannot be removed, relocated or altered in any way without the prior written consent of the Board.
4. Support is subject to the availability of funding within the Boards budget. i.e. this support is not binding on the Board.
5. If the Boards finances change due to unforeseen circumstances then the support may be withdrawn.
6. The funding will not be made available to just repair or replace an adequately sized culvert or pipe.
7. The Boards decision on pipe size will be final.
8. Bridges providing adequate cross sectional area but in poor condition will not receive funding unless it is used by the Board on a regular basis.
9. The works will be undertaken to the Boards specification.
10. The works must be the subject of a Land Drainage Consent.
11. New culverts will not receive support unless the Board wishes to use the new access culvert for more than casual or infrequent crossing.
12. The Board may, if required, include its own padlocking arrangements within the applicant's system if there is one in place.
13. The acceptance of these conditions will permit the Board's Officers and contractors the use of the crossing. If the land is sold the applicant, as owner, will make arrangements for this access agreement to pass to the new landowner and/or tenant.