

House of Commons

High Speed Rail (Crewe - Manchester) Bill

1. Petitioner information

In the box below, give the name and address of each individual, business or organisation submitting the petition.

Canal & River Trust of National Waterways Museum Ellesmere Port, South Pier Road, Ellesmere Port, Cheshire, CH65 4HW

In the box below, give a description of the petitioners. For example, “We are the owners/tenants of the addresses above”; “My company has offices at the address above”; “Our organisation represents the interests of...”; “We are the parish council of...”.

1. The Petitioner is a charity registered with the Charity Commission and a company limited by guarantee registered in England & Wales which was set up to care for England and Wales’ legacy of 200-year-old waterways, holding them in trust for the nation forever. The Petitioner is among the UK’s largest charities, with responsibility for 2,000 miles of canals, rivers, docks and reservoirs, along with museums, archives, 63 Sites of Special Scientific Interest, over 1,000 wildlife conservation sites, and the country’s third largest collection of protected historic buildings.
2. The Petitioner was launched in July 2012, taking over responsibility from British Waterways and The Waterways Trust in England and Wales from which it inherited its statutory duties to:
 - a. ensure continuous navigation on its waterways for vessels of specified dimensions;
 - b. maintain the safety and structural integrity of waterway infrastructure, water supply, discharges and drainage, waterway management and maintenance operations, including maintaining water levels for navigation purposes; and
 - c. protect and safeguard the natural environment, landscape character and built heritage of waterways; as well as to encourage public access to and recreation use of the inland waterways.
3. In addition, as a registered charity, the Petitioner has a range of charitable objects including:

- a. to preserve, protect, operate and manage inland waterways for navigation, for walking on towpaths and for recreation or other leisure-time pursuits of the public in the interest of their health and social welfare;
 - b. to protect and conserve sites, objects and buildings of archaeological, architectural, engineering or historic interest on, or in the vicinity of, the inland waterways;
 - c. to further the conservation, protection and improvement of the natural environment and landscape of the inland waterways;
 - d. to promote, facilitate, undertake and assist in the restoration and improvement of inland waterways;
 - e. to promote and facilitate awareness, learning and education about inland waterways, their history, development, use, operation and cultural heritage; and
 - f. to promote sustainable development in the vicinity of any inland waterway.
4. The Petitioner is also subject to statutory and common law duties applicable to all charities, including the restrictions on disposals of interests in its land in part 7 of the Charities Act 2011.
 5. The Petitioner holds its operational property (its waterways, towpaths and associated infrastructure) as sole trustee for the Waterways Infrastructure Trust and may not dispose of any of this land without the prior consent of the Secretary of State pursuant to the terms of the Trust Settlement between the Petitioner and the Secretary of State for Environment, Food and Rural Affairs, dated 28 June 2012.
 6. The Petitioner and its rights, interests and property are injuriously affected by the Bill, to which the Petitioner objects for the reasons amongst others, hereinafter appearing.
 7. The Bill affects the Petitioners' rights, interests and property at the following locations:
 - a. the Shropshire Union Canal ("SUC") in the Parish of Stanthorpe and Wimboldsley, the Parish of Winsford, including three parallel crossings of the SUC on viaduct known as "Shropshire Union Canal Viaduct No. 1" (SUC No. 1), "Shropshire Union Canal Viaduct No. 2" (SUC No. 2) and "Shropshire Union Canal Viaduct No. 3" (SUC No. 3);
 - b. the Trent and Mersey Canal ("T&MC") in the Parish of Bostock and the Parish of Davenham, including a crossing of the T&MC known as the River Dane Viaduct;
 - c. the T&MC in the Parish of Davenham, including a crossing of the T&MC at Puddinglake Brook known as the Puddinglake Brook Viaduct and a crossing of the T&MC to the south-east of Oakwood Marina known as the T&MC Viaduct;
 - d. the Ashton Canal in proximity to Manchester Piccadilly Station; and
 - e. the Rochdale Canal.

8. The Petitioner owns or has an interest in land and property that is subject to compulsory acquisition or use under the Bill at those locations listed at paragraph 7.
9. The Petitioner notes the removal of the Golborne Link from the Bill and that an instruction has been given to the Committee not to hear petitions to the extent that they relate to the inclusion of the Golborne Link. The Petitioner appreciates the instruction given to the Committee but would like to take this opportunity to raise its concerns with the proposals in relation to the interface with the Leeds and Liverpool Canal should any other rail proposals be built along this alignment in the future. The Petitioner has therefore included its concerns on the interface between HS2 Phase 2b and the Leeds and Liverpool Canal and the Bamfurlong satellite compound, which would form part of the Golborne Link, at paragraphs 110 – 111 of this petition.

2. Objections to the Bill

In the box below, write your objections to the Bill and why your property or other interests are **directly and specially affected**. Please number each paragraph.

Only objections outlined in this petition can be presented when giving evidence to the Committee. You will not be entitled to be heard by the Committee on new matters not included in your written petition.

10. The Petitioner does not object to the principle of the Bill. However, the Petitioner has substantial concerns that the powers conferred on the Promoter will enable the Promoter to interfere with and compromise the use and enjoyment of an important component of the Petitioner's waterway network and associated property in the vicinity of the proposed works, and may cause significant permanent and lasting damage to this valued national asset.
11. The Petitioner acknowledges the inclusion of protective provisions in its favour at Part 5 (Canal & River Trust) of Schedule 32 (Protective provisions) to the Bill but is concerned that these do not go far enough in protecting the waterways and land in the ownership of the Petitioner. The Petitioner is further concerned that the exercise of the powers conferred on the Promoter will interfere with the Petitioner's ability to carry out its statutory duties and continue to ensure that its charitable objects as set out above are met.
12. For these reasons, and having regard to the more detailed particulars referred to below, the Petitioner objects to the Bill and it alleges and is prepared to prove that it and its property, rights and interest are injuriously and prejudicially affected by the Bill for the reasons (amongst others) hereinafter appearing. The Petitioner remains hopeful that a large number of its concerns will be met by agreement with the Promoter in like manner to those matters agreed in relation to the High Speed Rail (London – West Midlands) Act 2017 ("HS2 Phase 1") and High Speed Rail (West Midlands – Crewe) Act 2021 ("HS2 Phase 2a"), but no binding commitments have yet been agreed with the Promoter to address the Petitioner's concerns.
13. The Petitioner objects to the provisions of Clause 4 of the Bill, which it asserts could adversely affect and interfere with its property. Under these provisions, and those in Clause 5, the Promoter would be authorised to acquire compulsorily any one or all of the parcels of land set out in the Book of Reference (which fall within those locations detailed at paragraph 7) and which are within the limits of deviation, or such easements or other rights over the land as the Promoter may require for Phase 2b purposes.
14. The Petitioner questions the need for such extensive powers and is not convinced of the need for them. The Petitioner is unfairly prejudiced by the breadth of the powers sought by the Promoter as against the Petitioner's property and the Petitioner seeks clarification from the Promoter of the extent to which these powers will be exercised and for what specific purposes.
15. The Petitioner is further prejudiced by the Promoter's intention to impose restrictive covenants over, take temporary possession of, and/or acquire the subsoil of its property. The Petitioner's use of its property would be unfairly

restricted by the imposition of such rights and restrictions by the Promoter. The Petitioner seeks clarification from the Promoter regarding the extent to which these powers will be exercised and for what specific purposes.

16. The Petitioner has concerns relating to the impact of the provisions of the Bill in respect of each of the locations listed in paragraph 7, which are addressed by the general concerns at the end of this section.
17. In addition to these impacts, the Petitioner wishes to draw attention to the following specific concerns.

Site specific concerns

Community Area Report MA02 – Wimboldsley to Lostock Gralam

18. This Community Area Report provides details of five specific areas of interaction between the Petitioner's network and the railway and associated works proposed by the Bill. Each is taken in turn below.

(1) Works affecting the SUC in the Parish of Stanthorpe and Wimboldsley, including three parallel crossings of the SUC on viaduct known as SUC No. 1, SUC No. 2 and SUC No. 3

SUC Viaduct No. 1, SUC Viaduct No. 2 and SUC Viaduct No. 3 – Works Nos. 1/32, 1/22, 1/17a, 1/21 and 1/6a

(a) Powers sought under the Bill in relation to the Petitioner's property comprised in plot 1 (in the Parish of Winsford) in which the Petitioner has an interest

19. The Petitioner objects to the inclusion in the Bill of powers to acquire and take temporary possession of a section of the SUC and SUC towpath comprised in plot 1 (in the Parish of Winsford) (see CT-05-310, grid reference D5-6 and E5-9). The Petitioner does not consider that these powers are necessary, justified or appropriate in circumstances where the Promoter is proposing viaduct crossings of the SUC. The Petitioner therefore seeks a binding commitment from the Promoter that it will not exercise its Bill powers to acquire or take temporary possession of any of the land comprised in plot 1.
20. The Petitioner is also concerned about and objects to the impact of a potential closure of the SUC on users of the SUC and its towpath. This is a popular part of the Petitioner's waterway. The towpath to the outside of the SUC along this section carries National Cycle Route 5, and is heavily used by cyclists. The Petitioner therefore seeks a binding commitment from the Promoter that the principles agreed in relation to HS2 Phase 1 and HS2 Phase 2a regarding the need to minimise any restrictions of navigation, towpath access and moorings, will apply to this and all other works in connection with the Phase 2b Bill.
21. The Petitioner considers that there is an opportunity to utilise the SUC towpath from residential areas in Middlewich to the SUC South Satellite Compound (see CT-05-310, grid reference C6-7 and D6-7) and the SUC North Satellite Compound (see CT-05-310, grid reference E4-5 and F4-5). The Petitioner therefore seeks a binding commitment from the Promoter that it will maintain a through route along the SUC and its towpath from Middlewich to Clive Green Lane. The Petitioner also

seeks a binding commitment that the Promoter will make improvements to the towpath and access to the towpath along the stretch of SUC between Middlewich and Clive Green Lane to promote the use of active travel along the SUC by those seeking to access the satellite construction compounds.

(b) Design and visual impacts of SUC Viaducts No. 1, No. 2 and No. 3

22. The Petitioner strongly objects to the proposed design of SUC Viaducts No. 1, No. 2 and No. 3. The proposed design is complex and based upon three separate, parallel viaducts across the SUC, each constructed at different heights and each with separate piers abutting the SUC. The Petitioner is seriously concerned about the cumulative visual impact of the various sitings, alignments and designs of the viaducts. The design is further complicated by the inclusion of a proposed farm access track to serve the neighbouring Yew Tree Farm, which will create a highly complex, heavily engineered environment, adversely impacting the character and landscape of the SUC in this location. The proposals will therefore significantly and adversely affect the visual experience for users of this part of the SUC and, given the extent of earthworks required to construct each viaduct, as well as the access track, the Petitioner is concerned about the potential impact of these works on the structural integrity of the SUC.
23. The Petitioner is further concerned that the Promoter's design includes provision for the siting of piers on the SUC towpath. This would restrict access along the towpath, as well as the national cycle route that runs alongside it, and would therefore constitute an unacceptable interference with the long-term use and enjoyment of the SUC.
24. The Petitioner is also concerned that the Bill does not make clear provision for the height of the viaducts over the SUC and the SUC towpath. The Petitioner therefore seeks a binding commitment that the design of any crossing over the SUC will comply with the minimum clearance requirements prescribed by the Petitioner from time-to-time.
25. The Petitioner has further concerns that the viaducts are not proposed to be treated as key design elements for the purposes of the Phase 2b Western Leg Information Paper D1: Design. In accordance with paragraph 6.2 of that paper, the Promoter will engage with the public on the design development of key design elements. Given the significant design and visual impacts of the viaducts the Petitioner is concerned that they have not been listed as key design elements. The Petitioner therefore seeks a binding commitment from the Promoter that any crossing of the SUC at this location will be treated as a key design element and the Petitioner will be consulted in relation to its design.
26. The Petitioner also considers that the proposal for three separate crossings on viaduct is ill-conceived, unnecessary and that there is a better solution. The Petitioner considers that this would comprise a single consistent structure crossing of the SUC to carry the railway works, with the SUC placed into an appropriately designed tunnel-like structure beneath those works. Similarly, the proposed access track to Yew Tree Farm could follow an alternative alignment, in a separate underpass away from the SUC. This revised design would significantly improve the visual impact of the crossing.

27. The Petitioner therefore seeks a binding commitment from the Promoter that the Promoter will, in discussion with the Petitioner, investigate and pursue an alternative design for the crossing of the SUC at this location, to comprise a single deck carrying the railway works over the SUC, with the section of the SUC impacted by the works to be set in an appropriately designed tunnel. The Promoter should be required to amend the Bill to such extent as is necessary to deliver the Petitioner's proposal. Furthermore, the design of this crossing should reflect the additional design principles for waterway crossings agreed between the Petitioner and the Promoter in connection with HS2 Phase 1 and HS2 Phase 2a.

28. In any event, the Petitioner seeks a binding commitment that it will be consulted on, and its approval will be sought, for any design of the crossing of the SUC at this location.

Landscape and ecological mitigation on land to the east of the SUC, including land comprised in parcels 40 and 47 (in the Parish of Stanthorne and Wimboldsley) in which the Petitioner has an interest

29. The Petitioner is concerned that the proposed landscape and ecological mitigation in this location, which comprises large belts of woodland habitat creation and landscape mitigation planting (woodland), is not sensitive to the existing open landscape character (see CT-06-308b, grid reference H4, H3, I3, J3). The Petitioner seeks a binding commitment from the Promoter that the landscape proposals in this location will be reviewed and modified, in agreement with the Petitioner, so that they better reflect the local landscape, whilst minimising the potential adverse visual impact of the proposed Crewe North Rolling Stock Depot (Work No. 1/31) on views from the SUC to the east.

30. No fewer than seven ecological mitigation ponds are proposed to be installed to the east of the SUC in this location, to provide replacement habitat for great crested newt, all within the footprint of parcel 47 (see CT-06-308b, grid references G2, H2, I2, J2, J3). These ponds would be located in close proximity to the offside of the SUC. The potential for these ponds to have an adverse impact on the structural integrity of the SUC is of concern to the Petitioner. The Petitioner therefore seeks a binding commitment from the Promoter that it will be consulted, and that its approval will be sought, in relation to the design of these ponds (and any associated access routes), including the dimensions of each pond and their proximity to the SUC, as well as any proposed drainage arrangements to the SUC.

31. The Petitioner's concerns regarding the landscape and ecological mitigation proposals also extend to land to the north-west comprised in parcels 85 and 89 (Parish of Stanthorne and Wimboldsley) on sheet 1-23 of the Bill plans, which is land that adjoins the SUC (see CT-06-309-L1, grid reference A9, A8, B8, B7, B6, C6, D6, E6, F6, F7, G7 and G8). This is shown as land required for construction on the plans which accompany the Environmental Statement. The Petitioner seeks confirmation that the land is only required for the purposes of providing woodland or grassland habitat mitigation. Given its proximity to the SUC, the Petitioner also seeks a binding commitment that the Petitioner will be consulted in relation to the detailed design of these mitigation proposals, to ensure that they can be delivered in a manner which will not endanger the structural integrity of the SUC, including the numerous culverts maintained by the Petitioner along this section of the SUC.

32. Furthermore, the Petitioner is also concerned that the proposed introduction of potentially significant numbers of additional trees and areas of vegetation adjoining this section of the SUC, which is currently characterised by open agricultural fields, will result in additional maintenance obligations for the Petitioner, which would need to be met from the Petitioner's funds. The Petitioner therefore seeks a binding commitment from the Promoter that the costs of managing and maintaining this proposed habitat creation will be met by the Promoter.

Balancing ponds to the offside of the SUC and railway drainage to the SUC

33. The Petitioner has serious concerns about the potential impact of the drainage arrangements proposed by the Promoter in this location, which appear to rely in part on at least two culverts owned by the Petitioner beneath the SUC to the north and north-west of parcel 47 (parish of Stanthorne and Wimboldsley) respectively (see CT-06-308b, grid references I4, I5, I6, I7 and J2) . The Petitioner is concerned that the Promoter has given insufficient or no consideration to the impact of potentially significant, increased water flows through these culverts, the capacity of the culverts to receive such additional flows and the adverse impacts which could be occasioned to this section of the SUC in the event that the culverts were not able to accommodate additional flows. The Petitioner apprehends that it has simply been assumed that the culverts are capable of servicing the Promoter's drainage requirements.

34. The Petitioner is also concerned that the Promoter appears to have sought no powers under the Bill to inspect and, where necessary, carry out works to upgrade and thereafter maintain the culverts at those locations where they undersail the SUC, to ensure they are capable of meeting the Promoter's drainage requirements. Furthermore, it is of great concern to the Petitioner that, in the event there was a failure of either culvert as a result of the Promoter's works, the Promoter does not appear to have included provisions in the Bill which would require it to remedy such a failure and any damage to the SUC as a result.

35. The Petitioner therefore seeks a binding commitment from the Promoter that the Promoter will undertake all necessary surveys, works and future maintenance to ensure that these culverts are and remain able to accommodate the Promoter's drainage requirements. The Petitioner also considers that the Bill should be amended to ensure that the Promoter has the necessary statutory powers for this purpose, including powers to remedy defects arising as a result of the Promoter's works. The Petitioner seeks further binding commitments from the Promoter that it will carry out its works under the Bill so as to avoid any damage to the Petitioner's drainage assets and will compensate the Petitioner for all damages, losses, costs and expenses relating to those assets which is attributable to the Promoter's works.

Proposed borrow pit to the north of Yew Tree Farm

36. The Petitioner notes that an extensive borrow pit is proposed to the north of Yew Tree Farm, within just 200 metres of a section of the SUC (see CT-05-310, grid references G7-8 and H7-8). The Petitioner seeks assurances from the Promoter that the creation and any subsequent activities associated with this borrow pit will

incorporate such measures as are necessary to avoid any impact on the structural integrity of the SUC or SUC infrastructure. The Petitioner seeks a binding commitment from the Promoter that the Promoter will compensate the Petitioner for all damages, losses, costs and expenses arising as a result of the construction and operation of this borrow pit.

SUC boundary treatment and landscaping

37. The Petitioner is also concerned that the plans accompanying the Environmental Statement appear to make limited provision for mitigation planting along the length of the SUC and the SUC towpath that would be affected by the proposed Bill works (CT-06-310, grid reference D5-6). The Petitioner considers that a comprehensive planting strategy is required in order to mitigate the significant adverse visual effect that these works will have on the setting of the SUC.
38. The Petitioner therefore seeks a binding commitment from the Promoter that the Promoter will, in agreement with the Petitioner, propose and implement further landscaping measures, appropriate to the character of the area, along this section of the SUC.
39. The Petitioner further considers that the proposals for woodland habitat creation planting to the north of the SUC do not respond to the open landscape character of this location (see CT-06-310, grid reference D6-9, E6-9). The Petitioner therefore seeks a binding commitment that the Promoter will, in agreement with the Petitioner and other relevant stakeholders, put forward an alternative mitigation strategy in this location which better reflects the current landscape setting.

Bridge carrying public footpath 1/1 over the SUC, including Bill powers sought by the Promoter over parcel numbers 160 and 162 (Parish of Stanthorne and Wimboldsley) in which the Petitioner has an interest

40. The Petitioner objects to the use of its bridge known as Bridge 23 (Cartwright's Bridge) during the construction phase (see CT-05-309-L1, grid reference I8). The Promoter has provided no information regarding its proposed use of the bridge, nor its capacity to accommodate the Promoter's works. Furthermore, there do not appear to be any legally binding restrictions or conditions under the Bill in relation to the use of the bridge. The Petitioner therefore objects to the inclusion of this land within the Bill limits.

Coal Pit Lane Construction route via a bridge over SUC known as Bridge 26 (Norman's Bridge)

41. During the construction period, the Promoter seeks powers to use a bridge over the SUC known as Bridge 26 (Norman's Bridge), located along Coal Pit Lane. The bridge is owned by the Petitioner and is described in plot 147 of the Book of Reference (in the Parish of Stanthorne and Wimboldsley) (see CT-05-310, grid reference E9). Whilst the bridge is shown as land potentially required during construction, it is not shown as a route for construction traffic. The Petitioner does not therefore understand the use which is to be made of the bridge during construction, or for how long, and apprehends that any such use may not be appropriate, having regard to the specification and current condition of the bridge. Furthermore, there do not appear to be any legally binding restrictions or

conditions under the Bill in relation to the use, reinstatement or restoration of the bridge.

42. In the absence of further particulars regarding the proposed use of this bridge during construction, the Petitioner therefore objects to the inclusion of this land within the Bill limits.

Access to balancing pond to the south of Yew Tree Farm and the offside of the SUC

43. The Petitioner objects to the siting of a large turning head to serve this proposed balancing pond, which encroaches unnecessarily into the offside of the SUC (see CT-06-310, grid references D6-7 and E7). The Petitioner seeks a binding commitment that the turning head will be reduced in extent so that it is set further back, away from the SUC.

Balancing ponds to the north and south of Yew Tree Farm

44. The Petitioner is concerned about the potential impact of the drainage arrangements proposed by the Promoter in this location. These concerns relate to the proposed construction of two balancing ponds (see CT-06-310, grid references G7 and D5). These drainage arrangements appear to rely on the use of a culvert owned by the Petitioner beneath the SUC, to the south of Coal Pit Lane ((see CT-06-310, grid reference E9). The Petitioner is concerned that the Promoter has given insufficient or no consideration to the impact of potentially significant, increased water flows through this culvert, the capacity of the culvert to receive such additional flows and the adverse impacts which could be occasioned to the SUC in the event that the culvert was not able to accommodate additional flows. The Petitioner apprehends that it has simply been assumed that this culvert is capable of meeting the Promoter's drainage requirements.

45. The Petitioner is also concerned that the Promoter appears to have sought no powers under the Bill to inspect and, where necessary, carry out works to upgrade and thereafter maintain the culvert where it crosses beneath the SUC, to ensure it is capable of meeting the Promoter's drainage requirements. Furthermore, it is of great concern to the Petitioner that, in the event there was a failure of the culvert as a result of the Promoter's works, the Promoter does not appear to have included provisions in the Bill which would require it to remedy such a failure and any damage to the SUC as a result.

46. The Petitioner therefore seeks a binding commitment from the Promoter that the Promoter will undertake all necessary inspections, works and future maintenance to ensure that this culvert is and remains capable of accommodating the Promoter's drainage requirements. The Petitioner also considers that the Bill should be amended to ensure that the Promoter has the necessary statutory powers for this purpose, including powers to remedy defects arising as a result of the Promoter's works. The Petitioner seeks further binding commitments from the Promoter that it will carry out its works under the Bill so as to avoid any damage to the Petitioner's drainage assets and will compensate the Petitioner for all damages, losses, costs and expenses relating to those assets which is attributable to the Promoter's works.

Temporary bridge over the SUC (Work No. 1/39) to the north of SUC Viaducts No. 1, No. 2 and No. 3

47. The Petitioner notes that the Bill includes provision for the construction of a temporary bridge over the SUC described as Work No. 1/39. However, the bridge is not shown in the plans which accompany the Environmental Statement. The Petitioner therefore considers that this discrepancy should be explained and seeks clarity as to what is proposed by the Promoter in this location. The omission of this bridge from the plans that accompany the Environmental Statement raises the concern that the impact of the bridges on the waterways may not have been assessed. The Petitioner therefore seeks confirmation from the Promoter that the impact of the temporary bridge at this location has been environmentally assessed.
48. The Petitioner also seeks further binding commitments that the design of any temporary crossing constructed in this location will reflect the local, sensitive landscape context and the need to avoid any harm to the structural integrity of the SUC. The Petitioner also seeks binding commitments that the crossing will incorporate the design principles for crossings agreed in relation to HS2 Phase 1 and Phase 2a, including the minimum specifications agreed for air draft and towpath headroom and that the design of the bridge will allow for continued enjoyment of the SUC and SUC towpath.

Permanent realignment of Clive Green Lane (Work No. 1/38)

(i) Powers sought under the Bill in relation to the Petitioner's land comprised in plots 166 – 170 (inclusive) in the Parish of Stanthorne and Wimboldsley and plots 12, 14, 16, 18, 20 in the Parish of Winsford

49. The Petitioner objects to the inclusion in the Bill of powers to acquire and take temporary possession of a section of the SUC and SUC towpath in the plots listed above. The Petitioner does not consider that those powers are necessary, justified or appropriate in circumstances where the Promoter has proposed an overbridge to take this realigned section of road over the SUC. The Petitioner therefore seeks a binding commitment from the Promoter that the Promoter will not exercise any Bill powers to acquire or take temporary possession of any of the SUC comprised within these plots.
50. The Petitioner is also concerned about and objects to the impact of a potential closure of the SUC on users of the SUC and its towpath. This is a popular part of the Petitioner's waterway. The towpath to the outside of the SUC in this location carries National Cycle Route 5, and is heavily used by cyclists. The Petitioner therefore seeks a binding commitment from the Promoter that the principles agreed in relation to HS2 Phase 1 and HS2 Phase 2a regarding the need to minimise any restrictions of navigation, towpath access and moorings, will apply to this and all other works in connection with the Phase 2b Bill.

(ii) Design of Clive Green Lane Overbridge across the SUC (see CT-06-310, grid reference B2-3)

51. The Petitioner seeks a binding commitment from the Promoter that the design of this permanent highway crossing will be designed to reflect the design principles agreed for railway crossings of the Petitioner's waterways in relation to HS2

Phases 1 and 2a, but revised and supplemented to the extent necessary to reflect the status of the crossing as a highway and the specific nature of the SUC setting in this location.

52. The Petitioner seeks a binding commitment that it will be consulted, and its approval sought, in relation to the design of the Clive Green Lane overbridge.

Temporary realignment of existing Clive Green Lane west of the SUC (Work No. 1/38C)

53. In connection with the temporary realignment of the existing Clive Green Lane to the west of the SUC, the Promoter seeks to use for that purpose land in plot 18 (in the Parish of Winsford) in which the Petitioner has an interest and which is currently comprised of mature woodland.

54. The potential loss of a substantial part of this mature woodland and hedgerows to accommodate the temporary realignment of Clive Green Lane is of significant concern to the Promoter. The Petitioner's concern is accentuated by the fact that the plans which accompany the Environmental Statement do not include any proposals for compensation planting to offset the loss of mature woodland once the need for the temporary realignment of Clive Green Lane has ceased and possession of the land is given up (see CT-06-310, grid reference B2-3).

55. The Petitioner considers that the Promoter has failed to explore an alternative temporary realignment of Clive Green Lane which would result in less harm to the environment, namely the loss of mature woodland. The Promoter should therefore be required to identify and promote an alternative to the current, temporary realignment, or should be required to modify its construction programme so that there is no requirement for a temporary realignment of the existing Clive Green Lane.

56. As a minimum, the Promoter should be legally required to minimise the loss of mature woodland to accommodate the temporary realignment and should legally commit to deliver woodland habitat creation to compensate for the loss of existing mature woodland. The quality and layout of compensatory woodland habitat should be agreed with the Petitioner.

Existing Clive Green Lane east of the SUC and proposed access to balancing ponds to the south of Wharf Cottage

57. The Petitioner understands that part of the existing Clive Green Lane will be retained following completion of the works and will serve as an access to two balancing ponds located to the south east of Wharf Cottage (see CT-06-310, grid reference B3-5). The plans which accompany the Environmental Statement appear to show two turning heads providing access to the northern balancing pond (see CT-06-310, grid reference B3). The Petitioner does not understand why two turning heads would be required in this location and considers that the Promoter should seek to retain a single turning head where possible.

58. Given the proposed proximity of these balancing ponds and access road to a section of the SUC, the Petitioner also seeks further clarity regarding the measures to be implemented by the Promoter to ensure that the site is and at all

times remains safe and secure. The Promoter should be required to evidence that such arrangements have been legally secured under the Bill or another legally binding mechanism.

59. The Petitioner further notes that the plans which accompany the Environmental Statement indicate that proposed woodland habitat creation would be confined to the edge of the realigned Clive Green Lane, with grassland habitat creation proposed around the balancing pond and along the access road (see CT-06-310, grid reference B3-4). The Petitioner asks that further consideration is given to extending this woodland habitat creation so that it extends around the balancing pond and along the access road (up to the point at which the access road meets the SUC), in order to provide more comprehensive screening of views from the SUC corridor.
60. The Petitioner also notes that the Bill includes powers for the permanent stopping up of a number of discreet sections of the existing Clive Green Lane, including a section which includes the existing bridge structure across the SUC, which is owned by the Petitioner (see CT-06-310, grid reference B3). This bridge will remain in situ following construction of the HS2 works. The Petitioner is therefore concerned that, if a section of Clive Green Lane which includes the bridge is to be permanently stopped up under the Bill, the Petitioner will have no means of taking lawful access to the bridge in future to maintain it, unless the Promoter grants rights in its favour.
61. The Petitioner therefore seeks a binding commitment from the Promoter that all necessary rights of access on foot and with vehicles will be granted in favour of the Petitioner so that the Petitioner can continue to take access to this bridge following completion of the Promoter's works. The Petitioner also seeks binding commitments that, following the stopping up of this section of the existing Clive Green Lane, the land will be finished and thereafter maintained in a manner which is appropriate to the context of the area.
62. The Petitioner is also concerned about the potential for unauthorised vehicular and non-motorised access to and over the bridge following completion of the works in this location, notwithstanding proposals to permanently stop up part of the existing highway. The Petitioner therefore seeks a binding commitment from the Promoter that no vehicular or non-motorised access will be taken over the bridge without the consent of the Petitioner and that appropriate measures to prevent unauthorised access will be implemented by the Promoter, following consultation with the Petitioner.
63. The Petitioner is also concerned that the Promoter has given insufficient consideration to the future treatment of the area abutting the SUC between the proposed SUC offline overbridge and the existing SUC overbridge. In particular, the Petitioner is concerned that the Bill currently makes no provision for any form of landscape mitigation works in this location and that the Bill proposals would, therefore, create an awkward dead space which has the potential to attract anti-social behaviour (see CT-06-310, grid reference B3). The Petitioner therefore seeks a binding commitment that the Promoter will, in agreement with the Petitioner, propose and implement further measures along this section of the SUC to mitigate the impacts of the Promoter's works on the SUC and its users.

64. The Petitioner also seeks a binding commitment that the construction and permanent works to the existing Clive Green Lane and the proposed access to the balancing ponds will not impede the Petitioner's ability to inspect and maintain the bridge.

Existing Clive Green Lane SUC overbridge: construction route

65. The plans which accompany the Environmental Statement indicate that the existing SUC overbridge would be a construction traffic route (see CT-05-310, grid reference B3). The Petitioner is concerned about the use of this bridge as a construction route. The bridge is narrow and is only suitable for single lane traffic. Its profile and alignment mean that long vehicles, or those with low clearance, are frequently grounded. Accordingly, the Petitioner seeks a binding commitment from the Promoter that the Promoter will consult with the Petitioner prior to using the bridge for access by construction vehicles.

66. The Petitioner considers that the Promoter should be required to implement appropriate traffic management measures in order to ensure that the bridge can operate safely as a construction route throughout the duration of the Promoter's works. The Petitioner also seeks binding commitments from the Promoter that the Promoter will install and thereafter maintain and monitor appropriate protective measures to prevent damage to the bridge from construction vehicles. These measures could include re-profiling the bridge to ensure it can be safely used by vehicles of the specification required by the Promoter. The Promoter must also report and make good, at its own expense, any damage to the bridge resulting from its use by the Promoter and conduct pre-condition, periodic and post-condition surveys of the bridge with the involvement of the Petitioner.

Balancing ponds and railway drainage to the SUC

67. The Petitioner has serious concerns about the potential impact of the drainage arrangements proposed by the Promoter in this location, which appear to rely on a watercourse culverted under the SUC to the south-west of the proposed realigned Clive Green Lane (see sheet CT-06-310 grid reference A2). The Petitioner is concerned that the Promoter has given insufficient or no consideration to the impact of potentially significant, increased water flows through this culvert, the capacity of the culvert to receive such additional flows and the adverse impacts which could be occasioned to this section of the SUC in the event that the culvert was not able to accommodate additional flows. The Petitioner apprehends that it has simply been assumed that the culvert is capable of meeting the Promoter's drainage requirements.

68. The Petitioner is also concerned that the Promoter appears to have sought no powers under the Bill to inspect and, where necessary, carry out works to upgrade and thereafter maintain this culvert, to ensure it is capable of meeting the Promoter's drainage requirements. Furthermore, it is of great concern to the Petitioner that, in the event there was a failure of the culvert, or any other culvert located on the Petitioner's land, as a result of the Promoter's works, the Promoter does not appear to have included provisions in the Bill which would require it to remedy such a failure and any damage to the SUC as a result.

69. The Petitioner therefore seeks a binding commitment from the Promoter that the Promoter will undertake all necessary inspections, works and future maintenance to ensure that this culvert is and remains able to accommodate the Promoter's drainage requirements. The Petitioner also considers that the Bill should be amended to ensure that the Promoter has the necessary statutory powers for this purpose, including powers to remedy defects arising as a result of the Promoter's works. The Petitioner seeks further binding commitments from the Promoter that it will carry out its works under the Bill so as to avoid any damage to the Petitioner's drainage assets and will compensate the Petitioner for all damages, losses, costs and expenses in relation to those assets which is attributable to the Promoter's works.

70. The Petitioner further notes that the Promoter appears to seek powers to make permanent discharges of water to the SUC in this location, including from a balancing pond located to the north of the realigned Clive Green Lane. The Petitioner seeks full particulars of the proposed discharges to the SUC in this location. In addition, the Petitioner is concerned about the extent and rate of discharge proposed and the ability of the SUC to receive potentially significant increased discharges. The Petitioner therefore seeks binding commitments from the Promoter that these, and all other, discharges to the SUC must be subject to consultation with, and agreement by, the Petitioner and that such agreement (if any) may be given by the Petitioner subject to conditions.

Stanthorne Aqueduct

71. The Petitioner notes that the Promoter proposes to use this aqueduct (sheet CT-05-310-R1, grid reference E8), which is a Grade II listed structure, as part of a construction access route. The aqueduct has a height restriction in place and suffers from regular HGV strikes and other incidents. The Petitioner therefore seeks a binding commitment from the Promoter that the Promoter will comply with the height restrictions in place from time to time. The Petitioner also seeks binding commitments from the Promoter that the Promoter will install and thereafter maintain and monitor appropriate protective measures to prevent damage to the aqueduct from construction vehicles. The Promoter must also report and make good, at its own expense, any damage to the aqueduct resulting from its use by the Promoter.

(2) Works affecting the T&MC in the Parish of Bostock and the Parish of Davenham, including a crossing of the T&MC known as the River Dane Viaduct

The River Dane Viaduct – part of Work No. 1/21

(a) Powers sought under the Bill in relation to the land comprised in plots 5 – 11 (inclusive) (in the Parish of Davenham), in which the Petitioner has an interest (see CT-05-312, grid reference C7)

72. The Petitioner objects to the inclusion in the Bill of powers to acquire and take temporary possession of a section of the T&MC and T&MC towpath described in these plots. The Petitioner does not consider that these powers are necessary, justified or appropriate in circumstances where the Promoter is proposing a viaduct crossing of the T&MC. The Petitioner therefore seeks a binding

commitment from the Promoter that it will not exercise Bill powers to acquire or take temporary possession of any of the land comprised in plots 5 – 11 (inclusive).

73. The Petitioner is also concerned about and objects to the impact of a potential closure of the T&MC on users of the T&MC and its towpath. This is a popular part of the Petitioner's waterway. The T&MC features many notable historic bridges, two of which are directly affected by the proposals within the Bill, and is within the Middlewich Conservation Area. The T&MC is popular for its verdant character, tranquillity and seclusion. The Petitioner therefore seeks a binding commitment from the Promoter that the principles agreed in relation to HS2 Phase 1 and HS2 Phase 2a regarding the need to minimise any restrictions of navigation, towpath access and moorings, will apply to this and all other works in connection with the Phase 2b Bill.

(b) Design and visual impacts of the River Dane Viaduct

74. This is a further, significant viaduct crossing of one of the Petitioner's waterways. Its construction will significantly and permanently alter the visual character of this rural setting, including a section of the T&MC corridor which is popular for canal and towpath users.
75. The Petitioner seeks a binding commitment from the Promoter that the design of this crossing will reflect the design principles for waterway crossings agreed between the Petitioner and the Promoter in connection with HS2 Phase 1 and HS2 Phase 2a, so that it responds appropriately to the local context. The Petitioner is specifically concerned about the proposed siting of one of the canal piers, which is shown on map number CT-06-312 to encroach on a section of T&MC towpath. The Petitioner objects to this proposed design and seeks a binding commitment from the Promoter that an alternative design, which places the pier away from the towpath and at a greater distance from the T&MC, will be promoted and implemented instead. The Petitioner is also specifically concerned about the design, siting and orientation of the bankseat to the north of the T&MC at the northern terminus of the River Dane Viaduct, and the treatment of the space formed on the offside of the T&MC below the proposed viaduct. The Petitioner seeks a binding commitment from the Promoter that the Promoter will, in discussion with the Petitioner, investigate and pursue an appropriate design for the Northern bankseat of the River Dane Viaduct, to minimise the adverse impact of the structure upon the T&MC and associated wooded embankment.
76. The Petitioner also seeks confirmation from the Promoter that, as indicated on map number CT-06-312, *all* existing woodland which borders the T&MC and River Dane at the location of the proposed viaduct is to be retained both during and after construction of the works.

Use of a bridge over the T&MC for construction (Map number CT-05-311-R1 (construction phase), grid reference H3)

77. During the construction period, the Promoter seeks powers to use a bridge over the T&MC known as Bridge 176 (Hell's Kitchen Bridge). The bridge is owned by the Petitioner and is described in plot 25 of the Book of Reference (in the Parish of Byley). Whilst the bridge is shown as land potentially required during construction, it is not shown as a route for construction traffic. The Petitioner does

not therefore understand what, if any, use is to be made of the bridge during construction, or for how long, and apprehends that any such use may not be appropriate, having regard to the specification and current condition of the bridge. The Petitioner notes that this is a historic bridge and therefore poorly adapted to potentially intensive construction traffic movements. As a minimum, the Promoter should be required to carry out assessments to understand any restrictions, such as vehicle weights, which should be observed when using this bridge.

78. In the absence of further particulars regarding the proposed use of the bridge during construction, the Petitioner therefore objects to the inclusion of this land within the Bill limits.
79. Furthermore, there do not appear to be any legally binding restrictions or conditions under the Bill in relation to the use, reinstatement, or restoration of the bridge. The Petitioner therefore seeks a binding commitment that the Promoter will ensure that the bridge will be retained and adequately protected during construction and that the Promoter will not demolish or substantially modify the bridge and will retain its heritage features. Any works to, or impacting, the bridge should require prior consultation with the Petitioner and approval.
80. The Petitioner further notes that the land adjacent to the T&MC is to be used for habitat creation (see CT-05-311-R1, grid reference H2-3). The Petitioner seeks a binding commitment that it will be consulted on the habitat creation proposed to ensure that it is appropriate to the waterway corridor and character, and does not impact the structural integrity of the T&MC.

Bridge 177, Murder Bridge, T&MC – plot 10

81. The Petitioner seeks clarity as to why this bridge has been included within the Bill limits. It is not shown as a construction route. The Petitioner notes that this is a historic bridge and therefore poorly adapted to potentially intensive construction traffic movements. In the absence of further information and justification for the use of the bridge, the Petitioner objects to its inclusion within the Bill limits and therefore seeks a binding commitment that it will not be used for construction purposes.
82. The Petitioner is concerned that access to its existing bridge known as Bridge 177 (Murder Bridge) and shown on map number CT-06-312 (grid reference D6) appears to be severed during operation of the railway works. Currently, access to this bridge is taken along an agricultural track, however this track will be extinguished as a result of the construction of Work No. 1/21. The Petitioner therefore seeks a binding commitment from the Promoter that all necessary rights of access with vehicles and on foot will be granted in favour of the Petitioner so that the Petitioner can continue to take access to this bridge following completion of the Promoter's works.
83. The Petitioner is further concerned that Bridge 177 could be damaged during the construction of the River Dane Viaduct given its close proximity to major engineering works. The Petitioner therefore seeks a binding commitment that the Promoter will ensure that the bridge is retained and adequately protected during the construction of the River Dane Viaduct and that the Promoter will not demolish or substantially modify the bridge and will retain its heritage features. Any works

to, or impacting, the bridge should require prior consultation with the Petitioner and the Petitioner's approval.

(3) Works affecting the T&MC in the Parish of Davenham, including a crossing of the T&MC at Puddinglake Brook known as the Puddinglake Brook Viaduct

Puddinglake Brook Viaduct – part of Work No. 1/21 (see CT-05-313, grid reference A5-6 and B5-6)

(a) Powers sought under the Bill in relation to the land comprised in plots 33 and 34 (in the Parish of Davenham) in which the Petitioner has an interest

84. The Petitioner objects to the inclusion in the Bill of powers to acquire and take temporary possession of a section of the T&MC and T&MC towpath comprised in these plots. The Petitioner does not consider that these powers are necessary, justified or appropriate in circumstances where the Promoter is proposing a viaduct crossing of the T&MC. The Petitioner therefore seeks a binding commitment from the Promoter that it will not exercise Bill powers to acquire or take temporary possession of any of the land comprised in plots 33 and 34.

85. The Petitioner is also concerned about and objects to the impact of a potential closure of the T&MC on users of the T&MC and its towpath. The Petitioner therefore seeks a binding commitment from the Promoter that the principles agreed in relation to HS2 Phase 1 and HS2 Phase 2a regarding the need to minimise any restrictions of navigation, towpath access and moorings, will apply to this and all other works in connection with the Phase 2b Bill.

(b) Design and visual impacts of the Puddinglake Brook Viaduct

86. In common with other crossings of its waterways in connection with Phase 2b, the Petitioner seeks a binding commitment from the Promoter that the design of this crossing will reflect the design principles for waterway crossings agreed between the Petitioner and the Promoter in relation to HS2 Phase 1 and HS2 Phase 2a, so that it responds appropriately to the local context.

87. The Petitioner has further concerns that the viaduct is not proposed to be treated as a key design element for the purposes of the Phase 2b Western Leg Information Paper D1: Design. In accordance with paragraph 6.2 of that paper, the Promoter will engage with the public on the design development of key design elements. Given the significant design and visual impacts of the viaduct the Petitioner is concerned that it has not been listed as a key design element. The Petitioner therefore seeks a binding commitment from the Promoter that any crossing of the SUC at this location will be treated as a key design element and the Petitioner will be consulted in relation to its design.

Puddinglake Brook Viaduct satellite construction compound and landscape mitigation proposals

88. The Petitioner is surprised to note that there are no specific landscape mitigation measures proposed on the site of the Puddinglake Brook Viaduct satellite construction compound following completion of the works (see CT-05-313, grid references A6-7 and B6-7). The Petitioner considers that there is an opportunity

for further measures in this location to enhance the local setting and provide additional screening of views of the new viaduct to the south and the west from the T&MC corridor. The Petitioner also considers that the areas of land proposed for woodland habitat creation and landscape mitigation planting (scrub and woodland) should be more ambitious, to maximise opportunities to mitigate the impact of the viaduct and railway works in this rural setting. The Petitioner notes that there is further land within the Bill limits adjoining these proposed areas of habitat creation and mitigation planting which could be given over for this purpose.

89. The Petitioner therefore seeks a binding commitment from the Promoter that the temporary and permanent landscape mitigation proposals in this location will be reviewed and, where appropriate and subject to agreement with the Petitioner, supplemented so that further opportunities to mitigate the visual impact of the railway works are pursued.

Temporary bridge over the T&MC (Work No. 1/50) to the east of the Puddinglake Brook Viaduct

90. The Petitioner notes that the Bill includes provision for the construction of a temporary bridge over the T&MC described as Work No. 1/50. The bridge spans plot 33 (Parish of Davenham), in which the Petitioner has an interest. This Work is shown on the Bill plans. However, the bridge is not shown in the plans which accompany the Environmental Statement. The Petitioner therefore considers that this discrepancy should be explained and seeks clarity as to what is proposed by the Promoter in this location. The omission of this bridge from the plans that accompany the Environmental Statement also raises the concern that the impact of the bridge on the waterways may not have been assessed. The Petitioner therefore seeks confirmation from the Promoter that the impact of the temporary bridge at this location has been environmentally assessed.

91. The Petitioner also seeks further binding commitments from the Promoter that the design of any temporary crossing constructed in this location will reflect the local, sensitive landscape context and the need to avoid any harm to the structural integrity of the T&MC in this location. This part of the T&MC is located within the Middlewich Conservation Area and is an important, well used part of the Petitioner's networks, situated in close proximity to the Billinge Green Flashes and Oakwood Marina.

92. The Petitioner also seeks binding commitments that the crossing will incorporate the design principles for crossings agreed in relation HS2 Phase 1 and Phase 2a, including the minimum specifications agreed for air draft and towpath headroom and that the construction and use of the temporary bridge will allow users of the T&MC and T&MC towpath to continue to enjoy uninterrupted access.

Listed milestone marker

93. There is a Grade II listed milestone located to the rear of the towpath at this location (map number CT-05-313, grid reference B5). The Petitioner is concerned that this structure could be damaged or lost as works to construct the railway under the Bill progress. The Petitioner seeks a binding commitment from the Promoter that it will, before undertaking any construction works in this location, implement appropriate protective measures to ensure that no damage is incurred to this structure as a result of the Promoter's works.

Balancing pond and railway drainage

94. The maps which accompany the Environmental Statement indicate that a balancing pond and a drainage ditch along the eastern side of the Dane Valley Embankment discharges to the T&MC (map reference CT-06-312, grid reference F4).
95. The Petitioner seeks full particulars of the proposed discharges to the T&MC in this location. Furthermore, the Petitioner is concerned about the extent and rate of discharge proposed and the ability of the T&MC to receive potentially significant increased discharges. The Petitioner therefore seeks binding commitments from the Promoter that discharges to the T&MC must be subject to consultation with, and agreement by, the Petitioner and that such agreement (if any) may be given by the Petitioner subject to conditions.
96. The Petitioner is further concerned about the proposed use of the Petitioner's culvert at A5 on CT-05-313 for new works upstream of the culvert. The Petitioner is concerned that the Promoter has given insufficient or no consideration to the impact of potentially significant, increased water flows through this culvert, the capacity of the culvert to receive such additional flows and the adverse impacts which could be occasioned to this section of the T&MC in the event that the culvert was not able to accommodate additional flows. The Petitioner apprehends that it has simply been assumed that the culvert is capable of meeting the Promoter's drainage requirements.
97. The Petitioner is also concerned that the Promoter appears to have sought no powers under the Bill to inspect and, where necessary, carry out works to upgrade and thereafter maintain this culvert, to ensure it is capable of meeting the Promoter's drainage requirements. Furthermore, it is of great concern to the Petitioner that, in the event there was a failure of the culvert, or any other culvert located on the Petitioner's land, as a result of the Promoter's works, the Promoter does not appear to have included provisions in the Bill which would require it to remedy such a failure and any damage to the Canal as a result.
98. The Petitioner therefore seeks a binding commitment from the Promoter that the Promoter will undertake all necessary inspections, works and future maintenance to ensure that this culvert is and remains able to accommodate the Promoter's drainage requirements. The Petitioner also considers that the Bill should be amended to ensure that the Promoter has the necessary statutory powers for this purpose, including powers to remedy defects arising as a result of the Promoter's works. The Petitioner seeks further binding commitments from the Promoter that it will carry out its works under the Bill so as to avoid any damage to the Petitioner's drainage assets and will compensate the Petitioner for all damages, losses, costs and expenses arising in relation to those assets which is attributable to the Promoter's works.

(4) Works affecting the T&MC in the Parish of Davenham, including a crossing of the T&MC to the south-east of Oakwood Marina known as the T&MC Viaduct

T&MC Viaduct – part of Work No. 1/21

(a) Powers sought under the Bill in relation to the land comprised in plots 52, 53, 57, 59, 63 and 64 (in the Parish of Davenham) in which the Petitioner has an interest (see CT-05-313, grid references C5-6, D5-6 and E5-6)

99. The Petitioner objects to the inclusion in the Bill of powers to acquire and take temporary possession of a section of the T&MC and T&MC towpath comprised in these plots. The Petitioner does not consider that these powers are necessary, justified or appropriate in circumstances where the Promoter is proposing a viaduct crossing of the T&MC. The Petitioner therefore seeks a binding commitment from the Promoter that it will not exercise Bill powers to acquire or take temporary possession of any of the land comprised in plots 33 and 34.

100. The Petitioner is also concerned about and objects to the impact of a potential closure of the T&MC on users of the T&MC and its towpath. The Petitioner therefore seeks a binding commitment from the Promoter that the principles agreed in relation to HS2 Phase 1 and HS2 Phase 2a regarding the restriction of navigation, towpaths and moorings, in particular the need to minimise such restrictions, will apply to this and all other works in connection with the Phase 2b Bill.

(b) Design and visual impacts of the T&MC Viaduct

101. In common with other crossings of its waterways in connection with Phase 2b, the Petitioner seeks a binding commitment from the Promoter that the design of this crossing will reflect the principles for waterway crossings agreed between the Petitioner and the Promoter in relation to HS2 Phase 1 and HS2 Phase 2a, so that it responds appropriately to the local setting. The Petitioner is also specifically concerned about the proposed siting of one of the Promoter's piers, which is shown on map number CT-05-313 to encroach on a section of the T&MC towpath. The Petitioner objects to this proposed design and seeks a binding commitment from the Promoter that an alternative design, which would place the pier away from the towpath and at a greater distance from the T&MC, will be promoted and implemented instead.

102. The Petitioner also objects to the proposed location of the Whatcroft North Embankment relative to the T&MC (see CT-06-313, grid reference E5-6). The Petitioner apprehends that the construction and future siting of such significant earthworks next to the T&MC creates an unacceptable risk of structural damage to this section of the T&MC. The Petitioner also has serious concerns about the visual impact of the proposed location of the Whatcroft North Embankment. This area of the T&MC is open in nature and an embankment of the scale of the proposed Whatcroft North Embankment and at its proposed location at the edge of the canal would adversely impact the openness of the landscape. The Petitioner therefore seeks a binding commitment that the Promoter will, in consultation with the Petitioner, consider and pursue an alternative design for the T&MC Viaduct and the Whatcroft North Embankment, in particular to move the location of the Whatcroft North Embankment further away from the T&MC by at least 150m, to respond to the local topography and landscape character, and to protect the openness of the waterway corridor.

Temporary bridge over the T&MC (Work No. 1/53) to the north-west of the proposed T&MC Viaduct

103. The Petitioner notes that the Bill includes provision for the construction of a temporary bridge over the T&MC described as Work No. 1/53. The bridge spans plot 67, in which the Petitioner has an interest. This Work is shown on the Bill plans. However, the bridge is not shown in the plans which accompany the Environmental Statement. The Petitioner therefore considers that this discrepancy should be explained and seeks clarity as to what is proposed by the Promoter in this location. The omission of this bridge from the plans that accompany the Environmental Statement also raises the concern that the impact of the bridge on the waterways may not have been assessed. The Petitioner therefore seeks confirmation from the Promoter that the impact of the temporary bridge at this location has been environmentally assessed.

104. The Petitioner also seeks further binding commitments that the design of any temporary crossing constructed in this location will reflect the local, sensitive landscape context and the need to avoid any harm to the structural integrity of the T&MC in this location. This part of the T&MC is located within a Conservation Area and is an important, well used part of the Petitioner's network, situated next to the Oakwood Marina. The Petitioner also seeks binding commitments that the crossing will incorporate the design principles for crossings agreed in relation to HS2 Phase 1 and Phase 2a, including the minimum specifications agreed for air draft and towpath headroom and that the construction and use of the temporary bridge will allow users of the T&MC and the T&MC towpath to continue to enjoy uninterrupted access. The Petitioner also seeks a binding commitment that the crossing will be temporary and that no long-term use for of the crossing will be sought by the Promoter or for the benefit of a third party.

Wetland, grassland and woodland habitat creation

105. The Petitioner objects to the wetland and grassland habitat creation which is proposed along the T&MC corridor to the east and west of the proposed T&MC Viaduct (see CT-06-313, grid references C5-6, D5-6 and E5-6). This part of the T&MC corridor is currently characterised by open fields and wooded fringe, which is well adapted to the local context.

106. The Petitioner also considers that the dense woodland landscape mitigation planting which is proposed along the eastern and western edges of the Whatcroft North Embankment (the location and design of which the Petitioner objects to, for the reasons explained in this petition) is not appropriate to the current, open nature of the landscape setting (see CT-06-313, grid references D-5, E5, F5 and G5). The Petitioner therefore seeks a binding commitment from the Promoter that the landscape proposals in this location will be reviewed and modified, in discussion with the Petitioner, so that they better reflect the local context.

Balancing ponds and railway drainage

107. The maps which accompany the Environmental Statement indicate that a number of connections to the T&MC are proposed to be made in this location, in order to service the Promoter's drainage requirements. These include a direct discharge to the T&MC from the balancing pond shown on map number CT-06-313 (grid reference E5), as well as two further discharges to the T&MC from

balancing ponds located either side of the Whatcroft South Embankment (see CT-06-313, grid references B5 and C6).

108. The Petitioner seeks full particulars of the proposed discharges to the T&MC in this location. Furthermore, the Petitioner is concerned about the extent and rate of discharge proposed and the ability of the T&MC to receive potentially significant increased flows of water. The Petitioner seeks binding commitments from the Promoter that these, and all other, discharges to the SUC must be subject to consultation with, and agreement by, the Petitioner and that such agreement (if any) may be given by the Petitioner subject to conditions.

Access to a balancing pond to the south-east of Oakwood Marina (map number CT-06-313, grid reference E5)

109. The Petitioner objects to the siting of a large turning head to serve this proposed balancing pond, which encroaches unnecessarily into the offside of the T&MC corridor. The Petitioner seeks a binding commitment that the turning head will be reduced in extent so that it is set further back, away from the T&MC.

Community Area Report MA05 Risley to Bamfurlong

Works to West Coast Main Line over the Leeds and Liverpool Canal (L&L Canal)

Powers sought under the Bill over land comprised in plot 362 (in the Metropolitan Borough of Wigan), in which the Petitioner has an interest

110. The Petitioner seeks a binding commitment from the Promoter that the Promoter will not exercise any powers under the Bill to acquire and take temporary possession of the section of the L&L Canal comprised in this plot. The Petitioner does not consider that it is necessary, justified or appropriate to exercise such powers, since works to the West Coast Main Line can be carried out without the need for access to or rights in respect of the L&L Canal itself. The Petitioner seeks a further binding commitment that the Promoter will not close or interfere with any part of the L&L Canal in order to carry out these works.

Bamfurlong satellite compound (map number CT-05-334)

111. The Bamfurlong Satellite Compound will have a significant visual impact upon the L&L Canal for the period during which it is in situ. The Petitioner seeks a binding commitment that the Promoter will engage in early discussions with the Petitioner regarding the delivery of measures to screen views of this compound from the L&L Canal for the duration of construction works in this location.

Community Area Report MA07 Davenport Green to Ardwick

Environmental impacts of increased nitrogen deposition on the Rochdale Canal

112. Whilst the Petitioner notes that no land forming part of the Rochdale Canal (see the plans on pages 16-17 of Appendix EC-016-00004 Document to inform a Habitats Regulations Assessment for Rochdale Canal Special Area of Conservation) is included in the book of reference, it has concerns about the

environmental effects reported in the Environmental Statement in relation to the Rochdale Canal SAC and SSSI. The Rochdale Canal is in the freehold ownership of the Rochdale Canal Trust Limited. However, responsibility for operating and maintaining the Rochdale Canal rests with the Petitioner.

113. The Environmental Statement (Volume 2 MA07 Davenport Green to Ardwick) identifies that HS2 construction traffic close to the M62 and the redistribution of non-HS2 traffic near the M60 as a result of the proposed development under the Bill will have an adverse impact on the Rochdale Canal SAC. The Environmental Statement states that increases in traffic “close to the Rochdale Canal SAC will increase nitrogen deposition levels, which could result in adverse effects on floating water plantation *Luronium natans*, which is the sole reason for the designation of the SAC” (paragraph 7.4.5). The Environmental Statement concludes that there “may be an adverse effect on the SAC that is significant at the international level” (7.4.5). It also concludes that there “may be an adverse effect on aquatic plant community that forms the reason for the designation of the SSSI that is significant at the national level” (7.4.6).

114. The Petitioner notes that further assessment will be carried out in accordance with Article 6(3) of the Habitats Directive. The Petitioner awaits the conclusions of this further assessment work and, in particular, details of any compensatory measures which the Promoter will propose to put forward to offset the loss or deterioration of the qualifying feature of the designated site, which is of great concern to the Petitioner.

Community Area Report MA08 Manchester Piccadilly Station

Construction compound to the southeast of the Ducie Street Basin – plot 2734

115. The main construction compound for Manchester Piccadilly High Speed Station is proposed to border the Ducie Basin on the Ashton Canal, as shown in CT-05-365b (grid references I6 and I7). There is a substantial existing retaining wall between the Ducie Basin and the proposed location of the construction compound. The Petitioner seeks a binding commitment that the Promoter will ensure that the structural integrity of the existing retaining wall is safeguarded during the works and that no works at this location will compromise the integrity of the retaining wall.

116. In addition, the Petitioner seeks a binding commitment from that the Promoter that a high-quality protective boundary treatment to the canal basin will be installed for the duration of the works.

117. This construction site is identified in CT-06-365b as land that will be ‘returned to suitable development use’. The Petitioner seeks clarification from the Promoter regarding the nature of the development which is intended at this location following construction works. The Petitioner is concerned about the potential implications of development on this site for the Ducie Basin and the retaining wall. The Petitioner therefore seeks a binding commitment that it will be consulted, and that its approval will be sought, for any development on this site.

Construction route through Store Street Aqueduct – plot 2743

118. A construction route is proposed to travel along Store Street and under Store Street Aqueduct as shown on CT-05-365b (grid reference H7). The Store Street Aqueduct is a Grade II* structure with a height restriction in place. The Store Street Aqueduct is therefore not suitable for high-sided vehicles. It is also an important asset to the Petitioner and any failure of the structure could have significant implications, both for the Petitioner and the public. The Petitioner seeks a binding commitment that restrictions on the vehicles that can use Store Street as an access or diversion route will be imposed to protect the aqueduct.

119. The Petitioner also seeks a binding commitment from the Promoter that it will conduct a review to determine if extra warning signage and impact protection beams should be provided or are appropriate given the heritage status of the structure.

120. The Petitioner also considers that the integration of the realigned road network and the canal corridor could be improved to maximise the potential for the Ashton Canal to be used as a sustainable transport route to Manchester Piccadilly Station. The Petitioner therefore seeks a binding commitment from the Promoter that it will reconsider the integration of the realigned road network and the canal corridor at this location to make better use of the canal network as a means to access Manchester Piccadilly Station.

Piccadilly station interface with the Rochdale Canal

121. The Petitioner considers that the development under the powers set out in the Bill presents an opportunity to create an entrance to the Manchester Piccadilly High Speed Station from Rochdale Canal around the area of the canal shown at map number CT-05-365b (grid reference I7). Currently, positive use of canal in this area is adversely affected by the disconnection of the towpath at the junction of the Rochdale Canal and the Ashton Canal and the dearth of the gateway to the canal from Dale street as shown at map reference CT-05-365b (grid references I7 and J6). Transformational city making around the Manchester Piccadilly High Speed Station could uncover the potential of the Rochdale Canal. The Petitioner considers that this could strengthen the connection to the heritage of Manchester, establishing a strong sense of place for the setting to HS2's Manchester Station, unlock health and wellbeing potential, improve wider towpath use in the city and prevent ongoing anti-social use of the canal which requires the section of the canal within a tunnel to be gated at night.

122. The Petitioner therefore considers that the development under the Bill has the potential to create a positive legacy for the canal in this area. Accordingly, the Petitioner seeks a commitment from the Promoter to create an entrance to the proposed station under the Bill from the canal corridor. This would be an important opportunity to enrich the setting of the proposed HS2 station, to redevelop the canal at this location which currently suffers from anti-social use and to bring benefit to Manchester from the railway development under the Bill.

General comments

In addition to the specific concerns noted, the Petitioner has the following general comments on the Bill.

Design of Works

123. The Petitioner has substantial concerns regarding the impact on the landscape and visual amenity that the proposed works will have on the waterways and their surrounding environments. The waterways are particularly valued as a result of their visual aesthetic. Poor or inappropriate structures across or beside the waterways would significantly affect the enjoyment and value of the waterways and the impact would be significant and permanent.
124. The Petitioner seeks a binding commitment from the Promoter that it will obtain the Petitioner's prior approval of the design and appearance of all works that materially affect its waterways, including but not limited to bridges, viaducts and site compounds, in accordance with the approach to design agreed between the Petitioner and the Promoter in respect of HS2 Phase 1 and HS2 Phase 2a.
125. The Petitioner is of the view that the synthesis of the proposed crossings with its waterways would be greatly enhanced by the addition of artwork. As the waterways are assets of their local communities, it is important that those communities are included and engaged in the works and this would therefore present an opportunity for suitable engagement. The Petitioner therefore seeks a binding commitment from the Promoter for the provision of funding for art to be commissioned by the Petitioner.
126. The Petitioner has concerns about the impact of the construction and operation of works under Bill on the existing canal walls beneath and in close proximity to each permanent canal crossing. The Petitioner seeks a binding commitment that it will undertake a detailed survey of the waterway walls on both sides of the canal at the point of each permanent crossing. On the basis of such surveys, the Petitioner seeks a binding commitment that the Promoter will, where appropriate, construct replacement walls beneath the crossing or undertake works to improve the condition of the existing walls at the Promoter's expense in each case.
127. The Petitioner is also concerned that the proposals under the Bill must not adversely impact the size of the towpaths they interface with. Accordingly, the Petitioner seeks a binding commitment that each crossing over its canals will have a minimum 3m (or such other dimension as may be agreed) wide sealed surface towpath treatment, the design of which the Petitioner should be consulted on and for which its approval should be sought.
128. The Petitioner is also concerned that new structures over its assets could be susceptible to graffiti. The Petitioner therefore seeks a binding commitment that the Promoter will, in agreement with the Petitioner, deploy measures to prevent crossings from being graffitied. The Petitioner also seeks a binding commitment that the Promoter will remove any graffiti from a canal crossing constructed under or impacted by the Bill within a timescale to be agreed with the Petitioner and at the Promoter's own expense.

Landscape

129. The Petitioner considers that the early implementation of soft landscaping measures is required to reconcile the new crossing structures into the waterway corridor and the wider landscape, and to mitigate the visual impact of any new structures, prior to the commencement of the works. The specification of

landscape planting should be carefully developed to respond to and support the local landscape character and to promote local biodiversity. The Petitioner therefore seeks a binding commitment from the Promoter that it will mitigate the effects of the proposed works and the proposed railway by undertaking a scheme of landscaping measures to be approved in advance of implementation by the Petitioner, in accordance with the principles agreed by the Petitioner and the Promoter in respect of HS2 Phase 1 and HS2 Phase 2a.

Biodiversity

130. The Petitioner seeks a binding commitment from the Promoter to agree an approach to biodiversity which reflects those principles agreed in respect of HS2 Phase 1. In particular, the Petitioner requests that site specific surveys for protective species and habitats and non-native invasive plants are carried out in the vicinity of the waterway prior to the commencement of any works authorised by the Bill at a particular location on or near the Petitioner's land, with appropriate mitigation measure to be agreed with the Petitioner and carried out to protect these species and habitats or eradicate and prevent the spread of any non-native invasive plants.

Heritage

131. The Petitioner requires a binding commitment that the Promoter will carry out a site specific heritage based assessment to be approved by the Petitioner prior to the commencement of works authorised by the Bill at each location and that the Promoter will repair and conserve, at the direction of the Petitioner, any heritage asset owned or managed by the Petitioner within a specified distance from the works authorised by the Bill.
132. As a minimum, the approach to preserving the heritage of the Petitioner's canal and canal infrastructure should reflect the principles agreed by the Petitioner and the Promoter in respect of HS2 Phase 1 and HS2 Phase 2a.

Compensation Planting

133. The Petitioner seeks a binding commitment from the Promoter to agree an approach to compensation planting which adheres to the principles agreed by the Petitioner and the Promoter in respect of HS2 Phase 1 and HS2 Phase 2a.

Noise

134. In accordance with the principles agreed by the Petitioner and the Promoter in respect of HS2 Phase 1 and HS2 Phase 2a, the Petitioner requests that the Promoter give considered thought to the effect that the proposed works will have on these important national assets and seeks a binding commitment that provision is made and agreed with the Petitioner for effective noise mitigation, including acoustic barriers and monitoring systems to be put in place prior to the commencement of works and for their duration, as well as for the subsequent operation of the railway, whilst minimising the visual intrusion of any acoustic barrier.

Water management

135. The Petitioner seeks a binding commitment from the Promoter that all altered surface water discharge will be thoroughly assessed and mitigated in line with the Petitioner's Code of Practice for works affecting its waterways to ensure

flood protection, protection of waterway assets, protection of water quality and the waterway environment.

136. The Petitioner also seeks a binding commitment that the approach to discharges of water into, and the prevention of pollution in the Petitioner's waterways, reflects those principles agreed by the Petitioner and the Promoter in respect of HS2 Phase 1 and HS2 Phase 2a.

137. The Petitioner also notes that the surveys undertaken by the Promoter do not appear to assess the impacts of the proposed works, either in the short or long term, on any exempt water abstractions operated by the Petitioner in proximity to the Phase 2b works. The Petitioner therefore seeks a binding commitment from the Promoter that the Promoter will undertake all appropriate surveys of the Petitioner's abstractions in proximity to the proposed works and provide copies of those surveys to the Petitioner a minimum of 12 months prior to any works being undertaken. In addition, the Petitioner seeks a further binding commitment that the Promoter will implement any appropriate measures to mitigate against the risk of contamination to its abstractions, or to the quantity of water abstracted, such measures to be agreed with the Petitioner in advance.

Hydraulic connectivity

138. The Petitioner seeks a binding commitment from the Promoter to undertake, with the Petitioner's input, a sensitivity analysis on the likely range of canal leakage rates to determine what scale of impact there would be if the canal has a greater degree of connectivity via the lack of lining or a poor lining. The Promoter currently assumes that the canal is likely to be lined and hence has limited or no connectivity of water issues affecting the HS2 Phase 2b route. This may not be appropriate.

The Petitioner's land interests

139. The Petitioner is concerned that certain parcels included in the Book of Reference and falling within those locations listed in paragraph 7 are parcels in which the Petitioner holds an interest as sole trustee of the Waterways Infrastructure Trust. Any disposal of this property (which would include any acquisition of rights over or restrictive covenants affecting the Petitioner's property) would likely require the Petitioner to obtain the consent of the Secretary of State for the Environment notwithstanding the powers in the Bill. As such, the Petitioner requests that the Promoter be restricted from acquiring such property and that these parcels do not form part of that property which is the subject of the Bill.

140. The Petitioner notes the notice provisions of Schedule 32 Part 5 but believes that they are inadequate. The Petitioner submits that the Bill should not permit any lengthy stoppages of its canal network during the construction phase of the works or during any future maintenance works and any shorter term closures should be restricted to a few hours duration and will only be permitted during the Petitioner's winter closure period, as may be published from time-to-time but will fall within the months of November to the middle of March, excluding the Christmas and New Year period, and in conformity with the Petitioner's Code of Practice for works affecting its inland waterways. The Petitioner therefore seeks a binding commitment from the Promoter to that effect.

141. The Petitioner also seeks a binding commitment that at no time will the navigation of the T&MC be closed at the same as the Middlewich Branch of the SUC. The two waterways are located in close geographical proximity to each other and any simultaneous closure of both waterways will significantly impact on opportunities for recreational use of the Petitioner's waterways in this area and the movement of boats through and within this part of the canal network.

142. The Petitioner seeks a binding commitment from the Promoter that it will be consulted on a detailed construction programme as affecting the canal prior to the commencement of works. This will ensure that works affecting the canal will be co-ordinated and that simultaneous closures, which would inevitably have a severe impact on the users of the Petitioner's waterways, will be avoided.

Asset resilience

143. The Petitioner's assets are water-retaining, heritage assets of up to 250 years old and were not built to modern standards of construction. As such, the assets are subject to occasional breaches and failures. These breaches and failures could affect the infrastructure or works of the Promoter and as such the Petitioner seeks a binding commitment that any works undertaken by the Promoter on, or in close vicinity to, the Petitioner's property will include agreed appropriate reinforcement works to the Petitioner's assets.

144. The Petitioner is also concerned that the indemnity provisions included at Schedule 32 Part 5 to the Bill provide insufficient protection of the Petitioner's interests. The Petitioner therefore requests that the Promoter indemnify the Petitioner against any potential claims by the Promoter or its successors in relation to any such damage or loss to the works or proposed railway caused by the Promoter's decision to locate its railway on or near to the Petitioner's assets.

Security

145. The Petitioner notes that measures are required to secure the Promoter's works, such as the use of security fencing. However, the Petitioner is concerned about the visual impacts such security infrastructure could have at interfaces with the Petitioner's canal. In particular, given the special and sensitive setting of the canal, the Petitioner is concerned that the design of security infrastructure could detrimentally impact the experience for canal users. The Petitioner therefore seeks a binding commitment that the visual impact of security infrastructure will be taken into consideration and that the Petitioner will be consulted on the Promoter's proposals for security infrastructure where located in close proximity to the canal.

Access

146. The Petitioner believes that it should be at liberty at all times to gain access to execute and do all such works and things in, upon or under any such land as may be reasonably necessary to enable it to carry out its statutory duties and continue to deliver its charitable objectives.

Construction Impacts

147. The Petitioner is concerned about the siting of construction compounds near to its waterways and towpaths. This is likely to cause dust, silt and potentially polluting run-off which would likely affect the amenity and ecology of the

waterways. In accordance with the principles agreed by the Petitioner and the Promoter in respect of HS2 Phase 1 and HS2 Phase 2a, the Petitioner would wish to see binding commitments imposed on the Promoter to require adherence to agreed measures to reduce dust, silt, run-off and other construction impacts, and to carry out additional mitigation if these factors continue to be a nuisance on the Petitioner's land. The Petitioner requests that provision be made to ensure that the Promoter takes responsibility for the reimbursement of the Petitioner for all additional expense caused by mitigating or remedying these impacts.

148. The Petitioner would also like to work with the Promoter in due course to identify and explore opportunities for material dredged from its canals to contribute towards the restoration of borrow bits in proximity to construction sites.

Vibration and Settlement

149. The Petitioner is concerned about the impacts of vibration both during construction and during operation of the proposed railway. The Petitioner also fears that works under or near to its water-retaining heritage infrastructure will cause disturbance leading to possible breaches. The Petitioner seeks a binding commitment from the Promoter that provision will be made to mitigate these impacts to the Petitioner's satisfaction and to indemnify it in the event of any detriment in accordance with the principles agreed by the Petitioner and the Promoter in respect of HS2 Phase 1 and HS2 Phase 2a.

Lighting

150. The Petitioner is concerned that the Bill does not provide the Petitioner with adequate powers to protect the waterways (including wildlife) from the impact of the works both in relation to the provision of lighting for navigation and safe use of its towpaths, and in relation to light pollution from construction sites and the completed railway, particularly in tranquil, rural areas. The Petitioner therefore seeks a binding commitment from the Promoter for the Petitioner to approve a permanent lighting scheme at each location where the Petitioner is affected and require temporary lighting on or adjacent to its waterways and towpaths during construction.

Vehicles, plant and machinery

151. The Petitioner is concerned that the Bill does not provide the Petitioner with adequate powers to protect its waterways, towpaths and bridges from the impact of works vehicles, plant and machinery used by the Promoter or a nominated undertaker on the canals and surrounding lands. The Petitioner therefore seeks a binding commitment from the Promoter that provision will be made for the Petitioner to approve and control the use of vehicles, plant and machinery on or adjacent to its property and structures, in accordance with the principles agreed by the Petitioner and the Promoter in respect of HS2 Phase 1 and HS2 Phase 2a.

Survey of waterways

152. The Petitioner believes that the Bill should provide protection for waterways in the case of detriment resulting from works failing or causing damage to the Petitioner's property due to un-surveyed waterways. The Petitioner seeks a binding commitment from the Promoter that the Promoter will carry out surveys of

waterways to the satisfaction of the Petitioner and provide copies of the surveys to the Petitioner.

Interference with services

153. The Petitioner seeks satisfaction that there will be no disruption or damage to statutory services provided to the Petitioner's properties as a result of the construction of the proposed works.

154. In accordance with the principles agreed by the Petitioner and the Promoter in respect of HS2 Phase 1 and HS2 Phase 2a, a co-ordinated programme of works to services leading into the Petitioner's properties needs to be established by the Promoter and the details provided to the Petitioner to prevent a succession of statutory undertakers' works to, and reinstatement of, the Petitioner's properties.

155. The Petitioner also seeks a binding commitment from the Promoter to implement all reasonable and practicable measures to avoid any damage to any services and utilities that are present under, or in the vicinity of, the Petitioner's land and to indemnify the Petitioner in respect of any loss, damage, or claim by any service or utility provider against the Petitioner caused by or as a result of works undertaken by the Promoter.

Worksites

156. There are cases where the proposed use for the Petitioner's land throughout the scheme is as a worksite or access which will only be required for the construction of the works and not permanently.

157. The Petitioner maintains that compulsory acquisition of much of its land is therefore not justified, and that those parcels concerned should be moved to the table at Schedule 16 (temporary possession and use of land: table of land) of the Bill.

Towpath headroom and water level clearance

158. The Petitioner seeks a binding commitment from the Promoter to the effect that the distance between the highest point of any of the Petitioner's towpaths and the lowest point of any proposed temporary or permanent crossings to be constructed by the Promoter for Phase 2b purposes shall be no less than 2.75 metres, unless otherwise agreed by the Petitioner. The Petitioner also seeks a further binding commitment that the distance between the maximum water level within the Canal and the lowest point of any proposed temporary or permanent crossings to be constructed by the Promoter for Phase 2b purposes shall be no less than 3 metres, unless otherwise agreed by the Petitioner.

Full and proper reimbursement

159. As a general matter, the Petitioner submits that provision should be made for the Promoter to repay to the Petitioner all proper costs, charges and expenses (including the proper fees of such professional advisers as it may instruct) reasonably incurred in consequence of the Bill or of any provision made as a result of this Petition.

160. The Petitioner seeks full indemnity and compensation for all costs, loss and damage to its property and operations due to any adverse effect caused by the proposed works and proposed railway (including any necessary improvements required to be made to its property and infrastructure as a result of the proposed works).

161. The Petitioner submits that the Promoter should be required to indemnify it from all claims and demands which may be made in consequence of the construction, use or maintenance of the works under the Bill, or their failure or want of repair, or in consequence of any act or omission of the Promoter, his contractors or agents in carrying out the works under the Bill.

3. What do you want to be done in response?

In the box below, tell us what you think should be done in response to your objections to the Bill. You do not have to complete this box if you do not want to.

You can include this information in your response to section 3 'Objections to the Bill' if you prefer. Please number each paragraph.

The Petitioner seeks binding commitments and further information from the Promoter in the terms set out in Section 2 of this petition.