

HYBRID BILL PETITION

House of Commons

Session 2017-19

High Speed Rail (West Midlands – Crewe) Bill

Do not include any images, graphics or videos in your petition. There will be an opportunity to present these later if you give evidence to the committee.

Your bill petition does not need to be signed.

Expand the size of the text boxes as you need.

Petitioner information

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

Canal & River Trust of First Floor North, Station House, 500 Elder Gate, Milton Keynes MK9 1BB

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 Petitioner's rights, interests and property at the following locations:
 - a. Trent & Mersey Canal, Parishes of Fradley & Streethay and Kings Bromley in the District of Lichfield;
 - b. Trent & Mersey Canal, Parish of Colwich in the Borough of Stafford; and
 - c. Trent & Mersey Canal, Parish of Moston in the Borough of Cheshire East
 8. The Petitioner owns or has an interest in properties that are subject to compulsory acquisition or use under the Bill at those locations listed at paragraph 7.

Objections to the Bill

In the box below, write your objections to the bill and why your property or other interests are specially and directly affected. "Directly" means as a direct result of the proposals in the scheme. "Specially" means that you are affected in a way that the general public is not affected.

Only objections outlined in your petition can be raised if you give evidence to the committee.

9. 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. The Petitioner acknowledges the inclusion of protective provisions in its favour at Part 5 of Schedule 32 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.
10. 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”), but is concerned that no binding commitments have yet been agreed with the Promoter to address the Petitioner’s concerns and many of the details that are needed to inform such an agreement have not yet been supplied by the Promoter.

11. 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 able to acquire compulsorily any one or all of those 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 2a purposes.
12. 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.
13. The Petitioner is further prejudiced by the Promoter’s intention to impose restrictive covenants over, acquire temporary rights over, 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 of the extent to which these powers will be exercised and for what specific purposes.
14. The Petitioner has concerns relating 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 set out in paragraphs 76 to 111 below.
15. In addition to these impacts, the Petitioner wishes to draw attention to the following specific concerns.

Site Specific Concerns

Parishes of Fradley and Streethay and Kings Bromley in the District of Lichfield – Trent & Mersey Canal (“the Canal”)

16. This part of the Petitioner’s waterway network is situated in close proximity to the junction between the railway works proposed by the Bill and those now authorised in connection with HS2 Phase 1. The Petitioner’s waterway network is therefore very significantly adversely affected in this part of the route.
17. Whilst the Bill makes only limited provision for works in direct proximity to the Canal in this location, the Petitioner considers that the effects of those works proposed by the Bill should be viewed in the context of the more substantial works to be undertaken in this location in connection with HS2 Phase 1.
18. The Petitioner made clear in its petition to the first House in respect of HS2 Phase 1 that this is an exceptionally attractive and tranquil part of its waterway network. The Canal through Fradley is situated in a conservation area. Woodend Lock, Woodend Bridge and Woodend Lock Cottage are all listed buildings. The Petitioner is therefore concerned that the Bill’s proposals will only serve to exacerbate the already substantial detrimental impact which those works authorised in connection with HS2 Phase 1 will have in this location.

Temporary works

19. The Bill appears to make provision for a temporary water pipe to be laid along part of the route of the Canal towpath owned and maintained by the Petitioner in this location. The Petitioner understands that this would require the use by the Promoter during construction of parcels 16, 18 and 23 shown on Sheet 1-01 of the Bill Plans. These parcels of land are

owned by the Petitioner and maintained at its cost.

20. The Petitioner has concerns that the extent of construction works required to lay the temporary water pipe will result in the permanent loss of a substantial section of Canal bank habitat. The possession of these parcels by the Promoter will also result in a significant loss of connectivity along the Canal towpath for the Petitioner's staff and all those that make use its waterways and towpaths.
21. The Petitioner also has concerns that the Bill appears to make provision for the permanent acquisition of rights in land to lay the temporary water pipe. This is contrary to the proposals shown on the drawings which accompany the Bill (plan reference CT-05-200 (Construction Phase)), which indicate that, at most, the land will only be required during construction of Phase 2a. The Petitioner therefore considers that parcels 16 (excluding any part or parts of parcel 16 which are required in connection with the construction and maintenance of the permanent Canal viaduct), 18 and 23 ought to be moved to the table at Schedule 16 (Temporary Possession and Use of Land: Table of Land) to the Bill.
22. In any event, the Petitioner considers that the Promoter has simply selected the shortest route for this temporary water pipe as opposed to the route which generates the fewest adverse impacts. In this respect, the Petitioner considers that an alternative alignment for the water pipe could be used, routing instead across the farmland to the north west of the Canal before feeding the Pyford Brook Viaduct Satellite Compound.
23. The Petitioner therefore asks that the current proposals in this location are prevented from forming part of the works and that the Promoter shall not exercise its powers to acquire interests or rights in, or to take possession over, parcels 16 (excluding any part of parts of parcel 16 which are required in connection with the construction and maintenance of the permanent Canal viaduct), 18 and 23 on Sheet 1-01 of the Bill Plans. The Petitioner asks that the Promoter revises the current proposed route of the temporary water pipe in the Bill to take account of the Petitioner's proposals by way of promoting an Additional Provision to the Bill authorising a more appropriate route.

Access Road

24. The Bill also makes provision in this section of the Phase 2a route for the construction of a permanent access road within parcels 17 and 19 on sheets 1-01 and 1-02 of the Bill Plans. This appears to be required to provide access to a balancing pond located within parcel 22 on sheet 1-02 of the Bill Plans. This forms part of a much longer access road, described in Work No. 2 at Schedule 1 (Scheduled Works) to the Bill.
25. The Petitioner is concerned about the potential for the presence of this access road to impact significantly upon the design of the proposed viaduct over the Canal, the construction of which was authorised as part of the Promoter's proposals for HS2 Phase 1. The design of the viaduct is of crucial importance to the Petitioner, given its potential to have a lasting impact upon the heritage, landscape, amenity and character of this part of the Canal.
26. The Petitioner therefore sought and secured binding commitments from the Promoter during the passage of the HS2 Phase 1 Bill through Parliament in relation to the design principles to be followed by the Promoter in the construction of the proposed viaduct. The Petitioner considers that these binding commitments may now be at risk if the design of the viaduct is to be constrained by the presence of an access road in direct proximity to it.
27. The Petitioner is also concerned more generally about the impact of this access road on the visual amenity of the conservation area and to both the existing woodland and the potential for replacement habitat creation to be provided by the Promoter under the provisions of the Bill. This is a particular concern given the requirements for this area that were agreed between the Petitioner and Promoter in respect of HS2 Phase 1, covering plan approval for compensation planting and other visual mitigation measures at this crossing in order to maintain the enclosed visual corridor approaching the crossing.
28. In addition, the Petitioner is concerned that the construction of the proposed access road, being situated in a cutting adjacent to the Canal, is likely to have an adverse impact on the

structural integrity of the Canal.

29. The Petitioner considers that a more appropriate route for the proposed access would be to approach the balancing pond and woodland from the north of Pyford South Embankment. This shorter route would not constrain the design principles to be followed by the Promoter in the construction of the viaduct over the Canal and would allow for compensation planting and other visual mitigation measures at the Phase 1 crossing in order to maintain the enclosed visual corridor approaching the crossing.
30. In the alternative, the Petitioner considers that the Promoter should relocate the balancing pond from the current proposed location within parcel 22 on Sheet 1-02 of the Bill Plans, to the east of Pyford South Embankment. The Petitioner considers that this solution would reduce significantly the length of the proposed access route (Work No. 2), thus reducing the impact on the design of the viaduct over the Canal and providing opportunities for compensation planting and other visual mitigation measures at the Phase 1 crossing, in order to maintain the enclosed visual corridor approaching the crossing. The Petitioner also notes that this solution would still afford the Promoter access to any relocated balancing pond using the current proposed alignment of the access road to the east of Pyford South Embankment, and so would not impact substantially upon the Promoter's proposals in this location.
31. The Petitioner therefore seeks a binding commitment from the Promoter that the current access proposals will not form part of the Bill works and that the Promoter shall not exercise its powers to acquire permanent interests or rights over parcels 17 and 19 on sheets 1-01 and 1-02 of the Bill Plans for the purposes of constructing the access road. The Petitioner asks instead that the Promoter either revises the current proposed route of the access road forming part of Work No. 2 or, in the alternative, the location of the balancing pond to take account of the Petitioner's proposals by way of promoting an Additional Provision.
32. More broadly, the Petitioner is of the view that the Promoter has not considered all potential alternatives to discharging water into an attenuation pond and wishes to discuss alternatives with the Promoter as soon as reasonably practicable.

Pyford Brook Viaduct Satellite Compound

33. The Petitioner is also concerned about the potential visual intrusion from the proposed Pyford Brook Viaduct Satellite Compound, located to the south of Pyford Brook, and other construction activities in this area, as seen from the Canal in close proximity. The Petitioner therefore seeks a binding commitment that suitable mitigation measures will be implemented by the Promoter following consultation with the Petitioner, such as advance screening and planting between the Canal and the compound, in accordance with the principles agreed by the Petitioner and the Promoter in connection with HS2 Phase 1.

Temporary Possession and use of land

34. The Bill also provides for the temporary possession and use of land forming part of parcels 82, 83 and 89 on Sheet 1-06 of the Bill Plans, comprising a section of the Canal, Canal bank and towpath. The rights of temporary possession and use of land sought by the Promoter appear to be required in connection with works to the high voltage electricity transmission lines which oversail the Canal in this location.
35. The Petitioner notes that, whilst it is listed in the Book of Reference as the owner and occupier of parcels 82 and 83, it is not listed as the owner and occupier of parcel 89. The Petitioner considers that it should be also be listed as the owner and occupier of this parcel of land.
36. The Petitioner is concerned that the temporary possession and use of this land will interfere substantially with the operation of the Canal in this location, severing access to the Petitioner's staff and customers to and along the Canal for potentially substantial periods of time. The Petitioner is especially concerned that, once possession of land is taken by the Promoter, the Bill would authorise the construction of temporary works and structures over and in the vicinity of the Canal. Any use of the Canal for those purposes would be wholly incompatible with its continued use and operation whilst those works are ongoing.

37. The Petitioner does not consider that the works to be undertaken by the Promoter in this location justify the rights of temporary possession and use of land which the Promoter seeks. The Petitioner believes that any works to the overhead transmission lines over the Canal could be delivered by taking temporary possession of parcels 58, 69 and 84 on Sheet 1-06 of the Bill Plans, without any encroachment upon parcels 82, 83 and 89.
38. The Petitioner understands that, whilst any restringing of overhead electricity transmission lines is undertaken, it will need to liaise with the Promoter in order to ensure the safety of staff and customers accessing and using the Canal. The Petitioner would work with the Promoter to ensure any protective measures, including a potential temporary closure of the Canal, are implemented at that time. However, the Petitioner considers that these measures are entirely sufficient and that there is no further requirement for the Promoter to secure temporary possession and use of its land for works which are likely to be of very short-term duration and which can, in all probability, be undertaken without a requirement to take possession of the Petitioner's land in any event.
39. The Petitioner therefore seeks a binding commitment from the Promoter that it will not exercise its rights under the Bill to occupy or acquire any rights over the parcels numbered 82, 83 and 89 on Sheet 1-06 of the Bill Plans and will instead agree with the Petitioner appropriate working and operational arrangements to be implemented when these works are undertaken.
40. Without prejudice to its comments at paragraphs 34 – 39 above, the Petitioner is also more generally concerned about the continued visual impact of the presence of overhead transmission lines in this part of the waterway network. The Petitioner recognises that overhead transmission lines currently oversail the Canal in this location, but suggests that the Promoter now has the opportunity to seek to enhance the visual amenity of this setting by seeking either an alternative alignment for the overhead transmission lines, so as not to cross the Canal, or by installing the transmission lines underground, so as to pass beneath the Canal.
41. The Petitioner is committed to preserving and enhancing the visual amenity of its waterways. The Petitioner therefore seeks, wherever possible, to divert any existing utilities either away from, or underneath, its waterways. As such, the solution proposed by the Petitioner reflects a broader policy to safeguard and enhance the visual amenity of its waterways.
42. The Petitioner therefore asks that the current proposals in this location are prevented from forming part of the works proposed under the Bill. The Petitioner asks that the Promoter selects an alternative route for the overhead transmission lines and pylons which does not involve crossing the Canal or alternatively installs the transmission lines beneath the Canal, in either case by promoting an Additional Provision to the Bill.

Construction Traffic

43. The Petitioner also seeks a binding commitment from the Promoter that the Canal bridge owned and maintained by the Petitioner at Shaw Lane (shown on sheet 1-06 of the Bill Plans) will not be used by construction vehicles in order to access the proposed works. This bridge is a historic and valued component of the Canal infrastructure in this location and, given its age and method of construction, the Petitioner is concerned that it would be vulnerable to overloading, unnecessary consequential damage and accelerated degradation if subject to increased traffic use by vehicles associated with the construction of the railway.

Parish of Colwich in the Borough of Stafford – Trent & Mersey Canal

44. The interaction between the Petitioner's waterway network and the Bill proposals is particularly significant in this location. The Canal is crossed at three separate points: by the railway (Work No. 17) to the north-west of Great Haywood Marina and by two temporary bridges (Work Nos. 38 and 40) to the north of the railway. The Bill also makes provision for two temporary diversions of Colwich Footpath 63, which forms part of the Canal

towpath. Further provision is made in the Bill for two additional temporary bridges across the River Trent (Work Nos. 39 and 41) immediately to the west of the two temporary crossings over the Canal and a further temporary bridge (work No. 37) over the Macclesfield to Colwich Railway Line. The Bill also provides for substantial wetland habitat creation by the Promoter on land to the west of the Canal, as mitigation for the works to be undertaken in this section of the Phase 2a route.

45. This part of the Canal is located in the heart of rural Staffordshire, close to the junction with the Staffordshire and Worcestershire Canal, and so offers cruising options to the Petitioner's customers. There are also a number of long term moorings provided by third party operators in the immediate vicinity of the proposed works. This is a very popular destination for many and an integral part of the Petitioner's waterways network. The Petitioner is therefore extremely concerned by the extent and nature of the Promoter's proposals along this part of the HS2 Phase 2a route.

Railway Viaduct (Work No. 17)

46. HS2 Phase 2a crosses the Canal in the Parish of Colwich, to the north of Great Haywood Marina, by means of a viaduct. The Promoter will require permanent rights over the Canal, forming part of plot 189 on Sheet 1-24 of the Bill Plans, for these purposes.
47. The permanent presence of the viaduct over the Canal is naturally of great concern to the Petitioner. The Petitioner is especially concerned that the quality and sensitivity of the landscape in this location is met with a high quality and bespoke approach to the design of the viaduct.
48. The Petitioner therefore seeks a binding commitment from the Promoter that a specimen design for the viaduct will be prepared to inform the detailed design and secure a high quality and appropriate viaduct for this sensitive landscape, in the same way as the Colne Valley Viaduct Specimen Design was prepared in connection with HS2 Phase 1. More broadly, the Petitioner seeks a binding commitment that the design of the railway viaduct where it crosses the Canal will reflect the specific character and sensitivity of this location and comply with both the general approach and detailed principles agreed in relation to the design of the Petitioner's crossings in respect of HS2 Phase 1 as well as any specific requirements for this interface.

Construction of temporary bridges

49. The Bill also makes provision for the temporary possession and use of land forming part of parcel 189 on Sheet 1-24 of the Bill Plans, comprising a section of the Canal, Canal towpath, hedgerow and public footpath. The rights of temporary possession over parcel 189 appear to be required for the purposes of constructing two temporary bridges over the Canal, numbered Works 38 and 40 on the Bill Plans.
50. The Petitioner is concerned that the rights sought by the Promoter in order to accommodate the construction of two temporary bridges are excessive. In this respect, the Petitioner notes that the Promoter appears to be seeking permanent interests and rights over the whole of parcel 189 in order to construct not only the permanent viaduct but also the temporary bridges. As a minimum, those parts of parcel 189 which are required for the construction of the temporary bridges should be moved to Schedule 16 (temporary possession and use of land: table of land) of the Bill and dealt with in accordance with Schedule 15 (temporary possession and use of land).
51. In any event, the Petitioner does not consider that the Promoter requires, or is justified in seeking, temporary possession and use of land to construct these temporary bridges, the effect of which could be to sever for an unspecified length of time access to and along the Canal for the Petitioner's staff and customers. The Petitioner believes that works to construct the temporary bridges are capable of being undertaken by taking temporary possession of parcels 179, 190, 213, 220 only (i.e. away from the Petitioner's land) and that any construction works over the Canal can be appropriately managed by the Promoter from those locations, following consultation with the Petitioner.

52. The Petitioner therefore seeks a binding commitment from the Promoter that it will not

exercise its powers under the Bill to occupy or acquire any land or rights over the land of the Petitioner shown on Sheet 1-24 of the Bill Plans other than for the construction, retention and maintenance of the permanent viaduct over the Canal shown as part of Work No. 17 on the Bill Plans.

53. The Petitioner also considers that it would be appropriate, given the scale of works to be undertaken along this part of the route, for the Promoter to implement a phased approach to the works programme to ensure that only one temporary bridge need cross the Canal at any one time. The Petitioner considers that this would better preserve some of the visual amenity associated with this sensitive location. The Petitioner therefore seeks a binding commitment that only one temporary bridge over the canal will be provided.
54. The Petitioner also seeks a binding commitment that the design of all temporary bridges in this location will comply with both the general approach and detailed principles agreed in relation to the design of the Promoter's crossings in respect of HS2 Phase 1. As part of this commitment, the Petitioner also seeks the Promoter's binding agreement to ensure that the design of those temporary crossings which are in close proximity to the Canal in this location (shown as Work Nos. 37, 39 and 41 on Sheet 1-24 of the Bill Plans) will be sensitive to the general approach and detailed principles agreed in relation to the design of the Promoter's crossings in respect of HS2 Phase 1 as well as any specific requirements for these interfaces.
55. Long term mooring can occur on the non-towpath side of the Canal just north of parcel 189. The Petitioner is concerned to ensure that the siting of the temporary bridge, in combination with any permission to moor as granted by the Petitioner, does not affect navigational safety. The Petitioner therefore seeks a binding commitment from the Promoter that the bridge will be sited to ensure that all existing mooring provisions and navigational safety are unaffected.

Temporary diversion of Colwich Footpath 63

56. The Bill confers powers in connection with the temporary possession and use of parcel 221 on Sheet 1-24 of the Bill Plans, compromising part of the Canal, Canal bank and towpath. Temporary possession of parcel 221 appears to be required by the Promoter in connection with a temporary diversion of Colwich Footpath 63.
57. The Petitioner does not consider that it is appropriate to divert the footpath in the manner proposed by the Promoter. The route of the diversions appears to bring those using the footpath into direct conflict with construction vehicles and personnel using the temporary bridges (Work Nos. 38 and 40) to access the working areas to the east of the Canal. The Petitioner is also concerned that some of its customers, for example those who use horse drawn boats, will be prevented from using the Canal for potentially significant periods of time, due to the distance between the Canal and those sections of the footpath which are proposed to be diverted.
58. The Petitioner considers that the design of the temporary bridges should be such as to accommodate the current alignment of Colwich Footpath 63. The Petitioner therefore seeks a binding commitment from the Promoter to the effect that it will not exercise its powers to temporarily divert Colwich Footpath 63 and a further binding commitment that the design of the temporary bridges to be constructed over the Canal (Work Nos. 38 and 40) will be such as to accommodate the existing alignment of Colwich Footpath 63.
59. Without limitation to the binding commitments sought by the Petitioner in paragraph 58, the Petitioner does not consider that the Promoter requires any rights to take temporary possession of parcel 221 at all. Any works required within parcel 221 are likely to be very minor, involving a small amount of site clearance and setting out. The Petitioner does not understand why the Promoter is seeking to acquire temporary possession of part of the Canal for these purposes. The Petitioner is concerned that the effect of doing so would be to potentially sever, during the period of temporary possession by the Promoter, access along the Canal and towpath to the Petitioner's staff and customers.
60. The Petitioner therefore seeks a binding commitment from the Promoter that it will not exercise its rights under the Bill to occupy or acquire any rights over parcel 221 on Sheet

1-24 of the Bill Plans.

Temporary access route

61. The Bill contains further proposals in this location to construct a temporary means of access over the land comprised in parcel 93 on Sheet 1-24 of the Bill Plans.
62. The route of this access runs between the Canal and the River Trent, from a junction with Mill Lane to the south running immediately north to Great Haywood Marina and so its potential to impact upon the visual amenity of the Canal setting is of concern to the Petitioner.
63. The Petitioner considers therefore that all steps should be taken by the Promoter to ensure that the design, operation and removal of the road is sensitive to the character of this location. Poor or inappropriate structures in close proximity to the waterways will significantly affect the enjoyment and value of the waterways. The Petitioner therefore seeks a binding commitment from the Promoter that it will obtain the Petitioner's prior approval of the design and appearance of this temporary means of access, together with any temporary mitigation and permanent reinstatement proposed in relation to its construction.

Wetland creation and compensation planting

64. The Petitioner seeks a binding commitment from the Promoter that it will obtain the Petitioner's approval of the design and specification of the proposed wetland mitigation adjacent to the Canal prior to implementation. Any inappropriate design of this wetland habitat could have a significant adverse impact on the Canal setting, the structural integrity and operation of the Canal and could lead to possible missed opportunities to complement the Canal wildlife corridor.
65. Though noting the Promoter's extensive proposals for wetland mitigation to be provided to a section of land to the west of the Canal, the Petitioner is surprised by the absence of any further temporary and permanent mitigation proposals elsewhere in this location, given works on either side of the Canal and the temporary construction areas to the east. The Petitioner therefore asks that the Promoter makes further provision for retention of existing and mitigation planting in proximity to the Canal in this location within the Bill limits.

HS2 Phase 2a drainage

66. The Petitioner seeks the Promoter's agreement to acquire the culvert owned and operated by the Petitioner to the south of Mill Lane (Petitioner's Reference TM-089-006). The Petitioner is concerned that substantial increased drainage through this culvert arising from the construction and maintenance of the Phase 2a works will result in increased maintenance costs to the Petitioner, which the Petitioner would be unable to fund.

Parish of Moston, Borough of Cheshire East – Trent & Mersey Canal

West Coast Main Line ("WCML") Improvement Works

67. In addition to the construction of HS2 Phase 2a and associated infrastructure, the Bill also makes provision for improvement works to the existing WCML in order to accommodate the HS2 phase 2a connection. The full scope of these works is set out in the descriptions of Work Nos. 130 and 131 in Schedule 1 (Scheduled Works) to the Bill.
68. The Bill includes powers in this respect for the acquisition of interests and/or rights in Parcel 1, shown on Sheet No. 1-69 of the Bill Plans, part of which comprises the Canal at the point at which it flows beneath WCML. The Petitioner is not aware that the Promoter requires permanent interests and or rights over Parcel 1, but is concerned that Parcel 1 is not listed at Schedule 16 (Temporary Possession and Use of Land: Table of Land).
69. In any event, the Petitioner does not consider that the Promoter requires any rights or

interests, temporary or otherwise, over the Petitioner's Canal or other operation land belonging to the Petitioner in order to undertake works to WCML. The Petitioner is concerned that the acquisition of rights or interests by the Promoter over the Canal could sever access along the Canal and Canal towpath to the Petitioner's staff and those that use its waterways and towpaths. Any works to WCML over the Canal can be managed effectively by agreement with the Petitioner.

70. The Petitioner therefore seeks a binding commitment from the Promoter that it will not seek to acquire any rights or interests over the Canal, forming part of Parcel 1 on Sheet No. 1-69 of the Bill Plans.

Rookery Bridge

71. The Bill also provides for the use of Rookery Bridge as a means of access for construction traffic to Rookery Bridge RRAP Satellite Compound. Rookery Bridge is owned by the Petitioner and the Petitioner is concerned that the bridge would be vulnerable to overloading, unnecessary consequential damage and accelerated degradation if subject to increased traffic use by vehicles associated with the works in the proposed satellite compound.

72. The Petitioner therefore seeks a binding commitment from the Promoter that it will not use Rookery Bridge to access the satellite compound as currently proposed and will seek an alternative means of access to the compound, if necessary by promoting an Additional Provision to the Bill.

Rookery Bridge RRAP Satellite Compound

73. In connection with the upgrade works to WCML, the Promoter's intention appears to be to lay a temporary compound at Rookery Bridge, to the north of the section of the Canal which passes beneath WCML. The temporary compound is proposed to be located within the land comprised in Parcel 2 on Sheet 1-69 of the Bill Plans. Whilst the Promoter does not propose to acquire any interests or rights over the Petitioner's land in this location, the compound is nevertheless located in extremely close proximity to the Canal and has the potential to be used to facilitate access to the Canal in, say, an emergency situation.

74. The Petitioner is particularly concerned that the presence of the temporary compound will potentially sever the Petitioner's access to the Canal in this location. The Petitioner therefore seeks a binding commitment from the Promoter that the Promoter will take all steps necessary to ensure that access across parcel 2 will be made available to the Petitioner, its staff and contractors, together with such plant and equipment as may be necessary, at all times during the Promoter's temporary possession and use of the site.

75. The Petitioner also seeks a binding commitment from the Promoter that the Promoter will install such screening as may be necessary and agreed by the Petitioner to ensure that activities taking place within the temporary compound are suitably screened from view for those using the Canal in this location. The Petitioner seeks a further binding commitment from the Promoter that the Promoter will not lop or fell any vegetation when undertaking site clearance activities, so as to minimise the visual impact of the works to be undertaken by the Promoter for users of the Canal.

General concerns

Paragraph 18 to Schedule 17 of the Bill

76. The Petitioner considers that, alongside the Environment Agency, it should be listed as an "appropriate body" in relation to those matters set out in paragraph 18(1)(c) and (1)(e) of that Schedule as far as these relate to the Petitioner's Waterways. The Petitioner therefore seeks an amendment to the Bill in terms that the Petitioner shall be included as an "appropriate body" at sub-paragraph (3)(b) of paragraph 18 for the matters in sub-paragraph 1(c) and 1(e) of paragraph 18 for its waterways.

Design of Works

77. 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.
78. 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.
79. 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.

Landscape

80. 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 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.

Biodiversity

81. 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

82. 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.
83. 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.

Compensation Planting

84. 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.

Noise

85. In accordance with the principles agreed by the Petitioner and the Promoter in respect of HS2 Phase 1, the Petitioner requests that the Promoter give proper 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

86. 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.
87. 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.
88. 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 2a 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

89. 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 2a route. This may not be appropriate.

The Petitioner's land interests

90. 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 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.
91. 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 between November and March 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.

92. 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

93. 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.
94. 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.

Access

95. The Petitioner believes that, notwithstanding the acquisition of any land belonging to the Petitioner (whether temporarily or permanently) or any construction activities being carried out pursuant to the proposed works, the Petitioner 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

96. 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, 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.
97. The Petitioner would also like to work with the Promoter in due course to identify and explore opportunities for material dredged from the Canal to contribute towards the restoration of borrow bits in proximity to construction sites.

Vibration and Settlement

98. 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 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.

Lighting

99. 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

100. 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 Canal 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.

Survey of waterways

101. The Petitioner believes that the Bill should provide protection for waterways in the case of detriment emanating 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.

Water Framework Directive (WFD)

102. The Petitioner is concerned that the Canal is not identified by the Promoter as a water body for WFD purposes at Paragraph 15.3.5 and Table 29 of the Community Area Report. The Petitioner requests that the Promoter acknowledges that the Canal is a water body under the WFD and seeks a binding commitment that it will assess the impacts of its proposals on the Canal accordingly.

Interference with services

103. 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.
104. In accordance with the principles agreed by the Petitioner and the Promoter in respect of HS2 Phase 1, 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.
105. 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

106. 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. This includes the land to be temporarily possessed by the Promoter to lay a temporary pipeline (see paragraphs 19 to 23 above) in the Parish of Fradley and Streethay in the District of Lichfield; the construction of Work Nos. 38 and 40

(see paragraphs 49 to 52 above) in the Parish of Colwich in the Borough of Stafford and improvement works to WCML (see paras 67 to 70 above) in the Parish of Moston in the Borough of Cheshire East.

107. 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

108. 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 2a 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 2a purposes shall be no less than 3 metres, unless otherwise agreed by the Petitioner.

Full and proper reimbursement

109. 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.

110. 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).

111. 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.

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.

Please note, the committee cannot reject the bill outright, but it can require changes to the scheme in response to Petitioners' concerns, which can take the form of amendments to the Bill or commitments by the Promoters.

The Petitioner seeks binding commitments from the Promoter and/or amendments to the current proposals in the form of Additional Provisions to the Bill in respect of the specific matters in paragraphs 16 to 75 of its Petition and in respect of the general matters in paragraphs 76 to 111 of its Petition.

Next steps

Once you have completed your petition template please [send it to us using our website](#).

For more information on what happens to your petition visit our website [here](#).