

TRANSPORT AND WORKS ACT 1992
TRANSPORT AND WORKS (INQUIRIES PROCEDURES)
RULES 2004
NETWORK RAIL (STALYBRIDGE TO DIGGLE
(SADDLEWORTH) ENHANCEMENTS) ORDER

Property
PROOF OF EVIDENCE
of
Nigel Billingsley

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CONTENTS

1.	INTRODUCTION	1
2.	STRUCTURE OF THE PROOF OF EVIDENCE	3
3.	POWERS SOUGHT BY NETWORK RAIL (Network Rail)	5
4.	COMPENSATION PROVISIONS	6
5.	NEGOTIATIONS TO ACQUIRE PROPERTY AND RIGHTS	8
6.	CONSIDERATION OF OUTSTANDING OBJECTIONS	10
7.	CONCLUSIONS	44
8.	WITNESS DECLARATION	45

1. INTRODUCTION

1.1.1 My full name is Nigel Billingsley. I am a Director of Bruton Knowles Limited, a firm of chartered surveyors with its head office at Olympus House, Quedgeley, Gloucester GL2 4NF. The firm operates from some 12 offices throughout Great Britain, and I am based in the Castleford office.

1.1.2 I am a member of The Royal Institution of Chartered Surveyors (RICS), having qualified in 1990, and am an RICS registered valuer. I obtained a BSc Degree in Minerals and Estates Management from Sheffield Polytechnic in 1988 and was awarded a post-graduate diploma in Urban Studies from Northumbria University in 1992.

1.1.3 I have worked for Bruton Knowles since 2004 and have practised predominantly within the field of compulsory purchase and compensation. I have acted for a number of acquiring authority clients and claimants affected by projects including Compulsory Purchase Orders, Development Consent Orders and Transport and Works Act Orders.

1.1.4 In 2015, Bruton Knowles tendered for inclusion on the Network Rail property services framework and was successful. The areas of work covered by the tender included compulsory purchase and compensation. Network Rail subsequently invited tenders via the property services framework to provide land agency support to the development and making the Network Rail (Stalybridge to Diggle (Saddleworth) Enhancements) Order (the Order) (NR02), the Draft Order. I was subsequently instructed as an expert witness to provide evidence in the public inquiry into the Order.

1.1.5 The Draft Order relates to the enhancement of the trans-Pennine railway corridor between Stalybridge and Diggle (Saddleworth) in Greater Manchester and West Yorkshire. The principal works to be undertaken to deliver the Order Scheme are set out below:

- Construction of a new relocated station at Mossley;

NR/PoE/NB/8.2

- Installation of Overhead Line Equipment (OLE) on the railway, including on the Uppermill Viaduct, including portals, gantries and overhead cables to enable the electrification of the railway;
- Stabilisation works to Stalybridge and Scout Tunnels;
- Reconstruction and modification of existing bridges to facilitate the electrification of the railway and to enable the operation of larger freight containerisation on the railway;
- Closure of Stockport Road level crossing and diversion of the existing public right of way ("PROW") over that crossing;
- Closure of the Moorgate Halt level crossing with the provision of enhancement works to the existing footpath network;
- Demolition of Bridge MVL3/23 and diversion of the existing public right of way;
- Associated railway works at Greenfield Station to support the upgrade and electrification of the railway (collectively "the Scheme").

1.1.6 My role is to provide support to the project team concerning property issues and to assist in reaching agreement with landowners who have formally objected to the Draft Order. I also provide advice on potential compensation issues and land strategy as required by the project team. In addition, I am instructed to present evidence regarding land and property matters to the Public Inquiry.

1.1.7 I am aware of the details of the Scheme from the study of the application documents, including Scheme drawings. I have familiarised myself with the land affected, including attending site visits where appropriate, and have attended meetings with other members of the project team.

1.1.8 Where I have not undertaken discussions personally with landowners, I have been kept fully informed by Network Rail staff, consultants and contractors. Where Bruton Knowles have engaged in direct discussions, colleagues have reported details of the meetings to me. Where appropriate, Network Rail staff have provided me with notes of meetings and relevant correspondence.

NR/PoE/NB/8.2

1.1.9 I have studied publicly available information on properties that I have not been able to inspect. In particular, I have utilised LandInsight software, which maps property data onto mapping and satellite imagery. I have utilised AI in assisting my drafting of the document; however, I have complied with the RICS standard, Responsible use of artificial intelligence in surveying practice. I have also considered the objections and representations that have been submitted.

2. STRUCTURE OF THE PROOF OF EVIDENCE

2.1.1 My Proof of Evidence will address the land and property impacts of the Scheme and will cover the matters set out below.

2.1.2 A summary of how the development and proposed implementation of the Draft Order sits within the framework of human rights legislation and a consideration of the pre-Order discussions regarding the acquisition of property interests.

2.1.3 A description of the purpose of the Draft Order and consideration of the rights and powers that are sought by Network Rail in the Draft Order to facilitate the delivery of the Scheme.

2.1.4 A review of the rights for owners of an interest in land to claim compensation as a result of the implementation of the Draft Order, if confirmed.

2.1.5 A response to objections by owners of an interest in land on a case-by-case basis. Where appropriate, the response will include a summary of engagement with the property interest owners during the period before and after the publication of the Draft Order.

2.2 Human Rights

2.2.1 Article 1 of the First Protocol to the European Convention on Human Rights states that “Every natural or legal person is entitled to peaceful enjoyment of his

NR/PoE/NB/8.2

possessions. No one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by the law and by the general principles of international law. The preceding provisions shall not, however, in any way impair the right of a State to enforce such laws as it deems necessary to control the use of property in accordance with the general interest or to secure the payment of taxes or other contributions or penalties”.

2.2.2 Article 1 is a qualified right in that no one shall be deprived of his possessions “except in the public interest and subject to the conditions provided for by law”.

2.2.3 The compulsory acquisition of land for the railway purposes specified in the Draft Order is authorised by, and subject to, the Transport and Works Act 1992 (the 1992 Act). By enacting the 1992 Act, Parliament has determined that, subject to procedural safeguards, it can be in the public interest that individuals be deprived of their land for railway purposes. Compulsory purchase will only be authorised where there is a compelling case in the public interest to do so. The procedural safeguards are provided by the 1992 Act and the Transport and Works (Inquiries Procedure) Rules 2004 (as amended), which enable objections to be raised to compulsory acquisition and considered by an independent inspector. In addition, where land is authorised to be compulsorily purchased by the making of an order under the 1992 Act, compensation will be payable under the compensation code as applied by that order. Where disputes as to the amount of compensation arise, these may be referred for independent consideration by the Lands Chamber of the Upper Tribunal.

2.2.4 The Draft Order is being pursued in the public interest, as is required by Article 1 of the First Protocol, where compulsory acquisition of property is concerned. The public benefits associated with the Draft Order are set out in Chapter 5 of the Statement of Case (NR30). The railway purposes for which the Draft Order powers are being sought are sufficient to justify interfering with the human rights of the landowners proposed to be affected. The Draft Order, including the requirement to pay compensation, strikes a fair and proportionate balance between the private interests of the landowners and the public interest in securing the benefits of the Scheme to the

national railway network. Therefore, the interference with Convention Rights is compellingly justified in the public interest.

2.2.5 In this case, the compelling case in the public interest is clearly set out by Mr Ashton, and therefore the compulsory purchase powers set out within the Order are compatible with human rights as they are sought only to facilitate a Scheme that is for which there is a compelling case in the public interest.

3. POWERS SOUGHT BY NETWORK RAIL

3.1 Purpose of the Order

3.1.1 The purpose of the proposed Draft Order is to enable Network Rail to deliver the Scheme. The Order authorises Network Rail to carry out and maintain the scheduled works and such other works provided for within the Draft Order to facilitate the delivery of the Scheme.

3.1.2 The Draft Order authorises Network Rail to carry out and maintain works as may be necessary or expedient for, or for purposes ancillary to, the construction of the scheduled works.

3.2 Powers to Acquire Land and Rights

3.2.1 The Draft Order includes several articles giving powers to Network Rail to acquire land on a permanent and temporary basis, along with other powers to acquire rights. A summary of the powers that directly affect landowners within the Book of Reference (NR08) is set out below:

- Powers to permanently acquire land.
- Powers to acquire new rights in land.
- Powers to acquire ground anchor rights.
- Powers to acquire subsoil and impose restrictive covenants.

NR/PoE/NB/8.2

- Powers to acquire subsoil or airspace only.
- Rights over or under streets.
- Powers to acquire land on a temporary basis (Article 31);
- Rights for access on a temporary basis to undertake maintenance works.
- Rights for access on a temporary basis;
- Powers to stop up and divert rights of way across level crossings, including Stockport Road and Moorgate Halt level crossings.
- Powers to survey and carry out protective works (Articles 21 and 22);
- Powers to fell and lop trees and access for survey.

3.2.2 The Draft Order and the Works and Land Plans (NR09) identify the extent to which Network Rail may exercise compulsory acquisition powers in relation to land situated within the Order limits. The Book of Reference (NR08) details the owners and occupiers of land and property within the Scheme limits and is to be read in conjunction with the Deposited Plans and Sections (NR09).

3.2.3 In preparing the Order, regard has been had to limiting the level of acquisition to the minimum required to facilitate delivery of the Scheme. This approach has been taken with regard to both the area of land to be acquired and the minimum rights needed to facilitate the Scheme. All areas of land and rights sought in the Draft Order are necessary for the construction, operation or maintenance of the Scheme.

3.3 Open Space

3.3.1 As set out in section 10.2 of the Statement of Case (NR30) the land required to deliver the Scheme does not include the acquisition of sufficient land that can be seen to be open space to trigger a requirement to acquire replacement open space land.

4. COMPENSATION PROVISIONS

4.1.1 Where Network Rail impacts upon private land and rights, the Draft Order provides for compensation to be paid to the landowners. The Draft Order incorporates elements of the legislation that make up the Compensation Code and provides for

NR/PoE/NB/8.2

appropriate variations to that legislation as it applies to the present Order. The key cornerstones of the English compensation legislation are: the Compulsory Purchase Act 1965; the Land Compensation Act 1973; the Land Compensation Act 1961; and the Acquisition of Land Act 1981. Along with case law and other legislation, these form the compensation code, which provides for proper compensation to be paid to those having land taken from them to facilitate schemes undertaken in the public interest in England and Wales.

4.1.2 In preparing and making the Order application, Network Rail has had due regard to the guidance on compulsory purchase entitled “Guidance on Compulsory Purchase process”, introduced in October 2024 and last updated in January 2025 by the Ministry of Housing, Communities and Local Government (MHCLG) (the Guidance) (NR75). The Guidance advises that acquiring authorities should use compulsory purchase powers where there is a compelling case in the public interest to do so, and that they should demonstrate they have taken reasonable steps to acquire all of the land and rights included in the compulsory purchase order by agreement.

4.1.3 The Guidance also states that compulsory purchase is intended as a last resort to secure the assembly of all the land needed for the implementation of projects. However, if Network Rail, as the acquiring authority, waits for negotiations to break down before starting the compulsory purchase process, valuable time will be lost. Network Rail has therefore planned a compulsory purchase timetable as a contingency measure whilst continuing to pursue acquisition by agreement in parallel.

4.1.4 All property interest owners who have rights imposed upon them or who have land rights taken from them will be entitled to claim compensation in accordance with the compensation code, which provides a consistent approach to the assessment of fair compensation. In addition to compensation for the value of land taken, compensation will be payable in respect of any loss in a landowner’s retained property caused by severance or by the Scheme itself, and in respect of disturbance losses arising from the exercise of compulsory purchase powers within the Order.

4.1.5 The Order makes provision for those parties whose land, property or interests in land are compulsorily acquired or used (either temporarily or permanently) to be entitled to claim compensation and for Network Rail to make payments of compensation. Article 31(5) and 31(6) of the Draft Order provide specifically for compensation to be paid to owners and occupiers of land of which temporary possession is taken under that article for any loss or damage arising from the exercise of those temporary possession powers.

4.1.6 Network Rail will seek to settle compensation claims in a timely and reasonable manner. Where agreement cannot be reached between Network Rail and the affected parties, both the acquiring authority and the claimants will have the right to refer the claim to the Upper Tribunal (Lands Chamber).

4.1.7 Network Rail acknowledges that it may reimburse landowners' reasonable professional fees where a statutory liability arises or where professional advice is deemed necessary, such as for compensation claims or voluntary acquisition of rights. Reasonable agent's costs for a landowner's surveyor may be reimbursed under the compensation provisions of the Order.

5. NEGOTIATIONS TO ACQUIRE PROPERTY AND RIGHTS

5.1.1 As part of the process of consultation and engagement, Network Rail consulted and sought to engage with those parties who held land interests that were at risk of being included within the Order, presenting an opportunity for discussions on land acquisition at this stage in the process. Network Rail contacted all landowners impacted along the route to explain the project and to seek site meetings to provide an explanation of the proposed works. At these meetings, Network Rail recorded the concerns and opinions of impacted parties, feeding these back to the project team and addressing them where possible.

NR/PoE/NB/8.2

5.1.2 The Order application was made to the Secretary of State for Transport on 7 November 2025. The Secretary of State invited objections, representations and letters of support to be submitted by 19 December 2025. During that objection period, 256 objections, 14 representations and 27 letters of support were received. At the time of writing this Statement of Case, no objections had been withdrawn. However, of these objections, 16 are made by statutory objectors, and I consider these further in my statement in section 6 below.

5.1.3 Following the submission of objections there has been negotiation with the statutory objectors of we seek to reach agreement with them such that they are able to withdraw their objections. A summary of the position regarding each statutory objector is set out in the Land Rights Tracker that is included in the Appendices to this Proof of Evidence

5.14 In accordance with the MHCLG Guidance, Network Rail has been carrying out extensive consultations and negotiations with affected landowners. Where it is appropriate and reasonably practicable to do so, Network Rail will seek to acquire land and property interests by agreement in parallel with the Order. Network Rail will contact all objectors and, where relevant, will offer to meet with them either on site or by Microsoft Teams. The objective is to continue engagement with affected landowners and to reach terms which address the concerns raised in letters of objection, enabling affected landowners to withdraw their objections to the Order.

5.1.5 The scale and nature of the Order Scheme require the making of the Order to enable the Order land in its entirety to be assembled in Network Rail's ownership and the Order Scheme to be delivered with certainty and within a reasonable timescale. Given the size and scale of the Order Scheme, the timely acquisition of interests on reasonable terms within a realistic timescale will in many cases only be achievable through securing powers of compulsory purchase.

5.1.6 Due to the linear nature of the Scheme, most of the land interests required are for part only of the land interest. Most leasehold interests include provisions that

preclude the transfer of part only of the lease, and there would be complicated implications if part of a freehold were to be transferred to Network Rail whilst a lease is in place. These factors have made the pre-order agreement complex, particularly where the duration of the land take is not clear until the final design is completed.

5.1.7 In preparing the Order, regard has been had to limiting the level of acquisition to the minimum required to facilitate delivery of the Scheme, having regard to both the area of land to be acquired and the minimum rights needed. The design and land requirements, as promoted through the Order, represent the requirements as it currently stands. Detailed design will continue, and Network Rail will only acquire the necessary proprietary interests required to construct the Scheme.

6. CONSIDERATION OF OUTSTANDING OBJECTIONS

6.1 Summary

6.1.1 Several separate legal entities hold an interest in land affected by the Scheme; these are included in the Book of Reference (NR08). In addition, a significant number of objections have been received from members of the public and local interest groups who do not hold a legal interest in land affected by the Scheme. I do not address those objections in this proof. I summarise and comment below upon the property and compensation aspects of objections and representations lodged by those with a legal interest in the Scheme.

6.1.2 Table 14-1 of the Statement of Case (NR30) sets out the main issues raised by objectors under broad headings. The most frequently raised concerns relate to: the closure of Moorgate Halt level crossing and the FP244 alternative route (raised on 113 occasions); the use of Mill Lane for construction access (62 times); the use of Brookfields for construction access (49 times); and the use of Archer Street for construction access (35 times). These matters are addressed in the respective specialist proofs of evidence. I consider below only those objections that raise land and property issues falling within the remit of my evidence.

NR/PoE/NB/8.2

6.1.3 Network Rail will continue, following the submission of this document to the Inquiry, to engage with all objectors where possible, with the aim of resolving outstanding concerns and securing the withdrawal of objections. A summary of the position regarding Land Rights negotiations is attached hereto as appendix NB03.

6.2 National Grid Electricity Transmission plc (NGET) – OBJ 31**SUMMARY OF PROPERTY AND LEGAL INTEREST**

6.2.1 National Grid Electricity Transmission plc (NGET) owns and operates electricity transmission infrastructure within the vicinity of the Scheme. NGET has a legal interest in land affected by the project and is therefore a statutory objector. The affected plots and associated powers sought in the Draft Order are as follows: Plot 2-023 (compound works and tunnel works); Plots 2-031B, 2-031C and 2-032B (permanent acquisition for bridge works).

6.2.2 A summary of the legal interests and the rights sought in the Draft Order are set out in the schedule of plot information attached hereto as Appendix NB01.

SUMMARY OF OBJECTION

6.2.3 NGET has raised concerns regarding the potential impacts to its infrastructure where Network Rail intends to acquire land, extinguish rights or affect apparatus which will require protection. Further discussion of potential impacts on NGET's assets was sought.

6.2.4 NGET has also requested that all existing and future assets be given due consideration, having regard to their criticality to the distribution of energy across the United Kingdom.

RESPONSE TO OBJECTION

6.2.5 Network Rail has highlighted the agreements reached in connection with the adjacent Huddersfield to Westtown (Dewsbury) Improvements Order 2022 TWA0

NR/PoE/NB/8.2

project, where National Grid was satisfied with the protective provisions within that Order. Those protective provisions for the benefit of National Grid have been replicated in the present Order; see Part 1 of Schedule 17 to the Order (NR02).

6.2.6 Network Rail seeks a meeting with NGET to discuss the proposals in more detail and to explain how the protective provisions adequately protect NGET's statutory interests.

6.2.7 In the event that any implementation of the Draft Order results in loss or disturbance to NGET, the compensation provisions within the Draft Order provide for such loss to be claimed. Where a compensation agreement cannot be reached, either party may refer the matter to the Upper Tribunal (Lands Chamber).

6.3 Joan Mee – OBJ 13**SUMMARY OF PROPERTY AND LEGAL INTEREST**

6.3.1 Ms Mee owns residential property in the vicinity of the Stalybridge Tunnel works. The affected plots are: 1-249 and 1-265 (protective works limits only – no compulsory possession powers); and 1-264, 1-266, 1-269 and 1-272 (temporary possession of designated subsoil only – more than 5 metres beneath the surface – for temporary ground stabilisation works in connection with railway infrastructure works at Stalybridge Tunnel).

6.3.2 It is important to note that plots 1-249 and 1-265 are within the protective works limits only. They are not subject to any powers of compulsory acquisition or temporary possession; they are subject only to the powers to carry out protective works under Article 21 and the right to enter land to carry out surveys and investigations under Article 22. Accordingly, no compulsory power of possession arises over those plots. A summary of the legal interests and the rights sought in the Draft Order are set out in Appendix NB01.

SUMMARY OF OBJECTION

NR/PoE/NB/8.2

6.3.3 Ms Mee has raised concerns regarding the impact that the compulsory acquisition powers will have on her property, including its saleability.

6.3.4 Ms Mee also considers that there has been a lack of communication from Network Rail regarding the project and its impacts on her property.

RESPONSE TO OBJECTION

6.3.5 The impact on Ms Mee's property is expected to be minimal. Network Rail proposes to install temporary ground stabilisation near Stalybridge Tunnel, requiring temporary possession of the sub-surface beneath Ms Mee's property at a depth of more than 5 metres below the surface only. The powers do not allow Network Rail to take temporary possession of the surface of the plots, including the garden area.

6.3.6 However, as all affected plots are within the Order limits, the powers of Articles 21 and 22 do apply. Network Rail could therefore exercise the powers of Article 22 to enter the garden to carry out investigations, such as monitoring and could leave monitoring apparatus on that land for those investigations.

6.3.7 Regarding communication, Ms Mee has engaged with Bruton Knowles on multiple occasions. Bruton Knowles contacted Ms Mee in August 2024 and sought clarity on ownership and provided a scheme explanation by letter, email and telephone. In October 2025, Bruton Knowles sought to enter into a voluntary agreement with Ms Mee, followed by further telephone and written correspondence, including additional letters sent on 9 January 2026. Network Rail is prepared to engage directly with Ms Mee's estate agent, land agent or solicitor and welcomes the opportunity to meet with Ms Mee to address any remaining concerns. I set out in Appendix NB02 a schedule of contacts with the objecting landowners, which demonstrates that there has been ongoing contact regarding the Scheme.

6.3.8 Should Ms Mee suffer any loss or damage as a result of Network Rail exercising its powers under the Order, she will be entitled to claim compensation under the compensation provisions of the Draft Order. In the event that agreement on

NR/PoE/NB/8.2

compensation cannot be reached, the matter may be referred to the Upper Tribunal (Lands Chamber).

6.4 Nicholas Hunt and Linda Jane Hunt – OBJ 35**SUMMARY OF PROPERTY AND LEGAL INTEREST**

6.4.1 Mr and Mrs Hunt own agricultural land in the vicinity of Work No.5, the bridge works at MVL3/19 (Midge Hill Overbridge/Wright's Mill Overbridge area). A large number of plots are affected, comprising: fencing works plots (9-031, 10-005A, 10-005B, 10-006, 10-004, 10-019, 10-021, 9-030, 10-024A, 9-020); bridge works and Work No.5 plots (9-027, 9-028, 9-029, 10-001, 10-002A, 10-003, 10-007, 10-008, 10-009, 10-010, 10-011, 10-014B, 10-015, 10-016, 10-017, 10-018, 10-020, 10-021, 10-022); compound works plots (10-010, 10-016, 10-017, 10-018); permanent land take plots (10-002B and 10-012, required for maintenance parking and access); and plot 10-026, which is required for a reconstruction of MVL3/20 Wright Mill Overbridge.

6.4.2 A summary of the legal interests and the rights sought in the Draft Order are set out in Appendix NB01.

SUMMARY OF OBJECTION

6.4.3 Mr and Mrs Hunt have raised concerns regarding the proposed footpath diversion across their agricultural field. In particular, they are concerned about the potential impact upon their grazing cattle and the unpredictability of cattle in close proximity to a public right of way.

6.4.4 Mr and Mrs Hunt have also raised concerns over the permanent land take on the east side of the railway for maintenance parking purposes (plots 10-002B and 10-012). Their preference is to grant rights over the land rather than to lose freehold ownership.

RESPONSE TO OBJECTION

6.4.5 As explained in the evidence of James Doodson, the existing footpath level crossing at this location is not safe to continue to operate, given the proposed increase in the number of trains, existing poor visibility at the crossing and the increase in line speeds across the route. Network Rail is therefore seeking to close the level crossing and provide a safe alternative route for pedestrians. A footbridge was considered as an alternative but was discounted due to the scale of the structure, its cost and the relatively low level of public use. A diversion onto Network Rail's own land was considered but ruled out due to the longer length of diversion that would result and the local topography, which would require steps to be installed along the route.

6.4.6 Mr and Mrs Hunt are entitled to erect fencing on their land to limit trespassing from the proposed diverted footpath, subject to any necessary approvals from the local Highway Authority. Article 19 of the Order provides for compensation to be paid to landowners under section 28 of the Highways Act 1980 in respect of losses caused by the creation of new public rights of way.

6.4.7 Concerning the permanent land take for maintenance parking, if the Order is approved, the project requires the acquisition of the freehold in plots 10-002B (200.15 sqm) and 10-012 (0.12 sqm) to ensure safe and unrestricted access for works vehicles. Network Rail's position is that a lesser right than permanent acquisition would not provide the level of operational certainty required. The objectors will be entitled to claim compensation for the permanent acquisition of these plots, assessed in accordance with the compensation code. Should agreement on compensation not be reached, the matter may be referred to the Upper Tribunal (Lands Chamber).

6.5 The Diggle Hotel – OBJ 76**SUMMARY OF PROPERTY AND LEGAL INTEREST**

6.5.1 The Diggle Hotel is a public house and hotel business located in Diggle village. The Diggle Hotel has a legal interest in land affected by the project. The affected plots and associated works are as follows: Plots 19-029B, 19-029A, 19-030A

NR/PoE/NB/8.2

and 19-030B (Work No.10 and utility diversion works and ancillary works); and Plot 19-040C (Work No.10 and diversionary route works).

6.5.2 The land is required in connection with Work No.10, being the reconstruction of Station Road Overbridge (MVL3/39). Network Rail engaged with the Diggle Hotel on 11 occasions in 2025 until June of that year, and in addition held direct communications with Susan Langley of the Diggle Hotel. Following early communications, Network Rail amended its initial designs to reduce the land area included in the Draft Order. A request to enter into a voluntary agreement was made by letter dated 23 October 2025. A summary of the legal interests and the rights sought in the Draft Order are set out in Appendix NB01.

SUMMARY OF OBJECTION

6.5.3 The Diggle Hotel has raised concerns regarding the adequacy of engagement undertaken by Network Rail prior to seeking compulsory purchase powers, noting 11 instances of communication in 2025.

6.5.4 Concerns have been raised regarding the lack of clarity surrounding works and appropriate mitigation measures, in particular, road closures that may impact trading by restricting access for patrons, guests, deliveries and staff.

6.5.5 Concerns have been raised regarding the resurfacing of Boat Lane and the proposed powers to stop parking on Boat Lane, which is currently used for deliveries. No legal obligation or written assurance has been agreed in this regard.

6.5.6 Concerns have been raised regarding the location and wording of signage indicating that the business remains open and how to access the property.

6.5.7 Environmental concerns have been raised regarding noise, vibration and dust from the Scheme.

NR/PoE/NB/8.2

6.5.8 The Diggle Hotel has raised concerns regarding the maintenance of the brick wall along Boat Lane.

6.5.9 Concerns have been raised regarding compensation and the payment of reasonable professional fees in accordance with the MHCLG Guidance on the Compulsory Purchase Process.

RESPONSE TO OBJECTION

6.5.10 Network Rail has sought to engage meaningfully with the Diggle Hotel since October 2024. Following early communications, Network Rail amended its initial designs to reduce the land area included in the Draft Order. Network Rail acknowledges that it may incur reasonable professional fees where a statutory liability arises; however, costs above market rates, general correspondence costs and the costs of making and maintaining objections to the Order will not be covered. I set out in Appendix NB02 a schedule of contacts with the objecting landowners, which demonstrates that there has been ongoing contact regarding the Scheme.

6.5.11 Boat Lane is not proposed as a main construction access route. However, access along Boat Lane and Harrop Court Road is needed to construct and later remove a temporary road which will allow a temporary means of access to Harrop Court Road during works at the Station Road bridge. Before any works begin, an inspection will be carried out by Network Rail along both Boat Lane and Harrop Court Road to identify any localised repairs required. A proposed 20 mph speed limit will apply on Boat Lane over 420 metres for safety reasons during the works. Localised impacts will be addressed through repairs, drainage works, warning signage, temporary passing places and a temporary walkway/cycleway where feasible.

6.5.12 Before construction works begin, Network Rail will agree the wording and location of signage with the Diggle Hotel.

6.5.13 Minimising environmental effects during construction is required through compliance with the Code of Construction Practice (NR17). Before construction

NR/PoE/NB/8.2

commences, Network Rail must submit for approval by the local planning authority a Noise and Vibration Management Plan and a Nuisance Management Plan.

6.5.14 It is anticipated that certain points along Boat Lane where the brick wall is affected may require the temporary removal or lowering of sections of wall. The wall will be reinstated in keeping with the existing structure once works are completed.

6.5.15 Where Network Rail acquires land on a temporary basis, the landowner is entitled to seek compensation for loss or damage caused during the temporary possession period under Article 31(6) of the Order. Reasonable agent's costs for the landowner's surveyor may be reimbursed under this provision. If agreement on compensation cannot be reached, the matter may be referred to the Upper Tribunal (Lands Chamber).

6.6 The Railway Inn (Unique Pub Properties Limited) – Non-Statutory Objector – OBJ 77

SUMMARY OF PROPERTY AND LEGAL INTEREST

6.6.1 The Railway Inn (Unique Pub Properties Limited) objected by letter dated 15 December 2025. Having reviewed the Draft Order plans and Book of Reference, it is clear that Unique Pub Properties Limited does not own property affected by the Scheme and Network Rail is not seeking any possession or rights over their land and/or property. It is Network Rail's view that The Railway Inn is therefore not a statutory objector.

6.6.2 I have considered the objection and addressed it briefly below for completeness, but I do not consider that the issues raised fall fully within the remit of my property evidence.

SUMMARY OF OBJECTION

6.6.3 Unique Pub Properties Limited raised concerns regarding the lack of effort by Network Rail to secure the land and rights before seeking compulsory purchase powers.

6.6.4 Concerns were expressed about the closure of Shaw Hall Bank Road, including the timing of the closure and its impact on business.

6.6.5 Concerns were raised regarding the location and wording of signage indicating that the business remains open and how to access the property.

6.6.6 Concerns were raised regarding the payment of reasonable professional fees, which the objector considers would be best practice in accordance with the MHCLG Guidance.

RESPONSE TO OBJECTION

6.6.7 Network Rail is not seeking any possession or rights over any property belonging to Unique Pub Properties Limited. There is therefore no basis for pursuing a voluntary agreement nor any basis for the payment of fees under the compensation code.

6.6.8 Network Rail acknowledges its obligation regarding professional fees where a statutory liability arises. As no land or rights are being acquired from this objector, no such liability arises in this case.

6.6.9 Matters regarding the closure of Shaw Hall Bank Road and associated signage are addressed in the relevant traffic and transport evidence. I do not consider that the issues raised fall within the remit of my property evidence.

6.7 Plevinco 1 Limited – OBJ 156**SUMMARY OF PROPERTY AND LEGAL INTEREST**

6.7.1 Plevinco 1 Limited owns a site that has been identified by Network Rail as the preferred location for the primary construction compound for the W2B project works – the Plevins Logistics Hub. The site is required as a strategic compound providing administration and construction support across the whole of the W2B project works for the full duration of the project. The affected plot is 7A-001, which is required for compound works and tunnel works (MVL3/11).

6.7.2 The site was selected following consideration of alternative compound locations, with factors including size, existing land use, access to the local transport network, environmental considerations, cost of mobilisation/reconfiguration and community impact all being assessed. Network Rail anticipates needing the land for 6.2 years. Bruton Knowles met with Plevinco's agents in person on two occasions with significant telephone communications over the period from April 2025 to January 2026. A summary of the legal interests and the rights sought in the Draft Order are set out in Appendix NB01.

SUMMARY OF OBJECTION

6.7.3 Plevinco 1 Limited raised concerns regarding the duration for which Network Rail requires temporary possession of their land, making it difficult to assess the full impact of the Order.

6.7.4 Plevinco 1 Limited expressed concern that Plot 7A-001 is not included within the project Order limits, although it is listed in the Book of Reference, and contends that the submission documents are erroneous and would not allow the project to acquire the plot temporarily.

6.7.5 Plevinco 1 Limited contends that the submission of the Order has prevented a conditional contract for the sale of the land from being progressed, which will prevent the landowner from realising the value of its land for an indefinite period.

NR/PoE/NB/8.2

6.7.6 Concerns were also raised regarding the sufficiency of engagement and the response to two counter-proposals put forth by the objector's agents, with Plevinco being of the view that Network Rail did not make genuine attempts to acquire the land and rights by voluntary agreement.

RESPONSE TO OBJECTION

6.7.7 Network Rail anticipates requiring the Plevins Logistics Hub site for an estimated period of 6.2 years. The site is integral to the delivery of the Scheme, functioning as the primary compound for materials storage, office hub and staff welfare, with shuttling of staff to other compound locations. Alternatives were considered and discounted.

6.7.8 Network Rail will provide further clarification in relation to the legal mechanism by which Plot 7A-001 is included within the Order. Network Rail remains confident that the necessary powers to take temporary possession of the site are properly authorised.

6.7.9 Network Rail acknowledges that the Order may affect the landowner's development aspirations. Discussions regarding the potential acquisition of the site have been held with the landowners' agents. While it has not been possible to finalise the necessary rights by agreement before submission, Network Rail is committed to acquiring them by agreement and limiting compulsory purchase powers where possible. Now that Network Rail is clear on the rights required, it will continue to engage actively with Plevinco and their agents. I set out in Appendix NB02 a schedule of contacts with the objecting landowners, which demonstrates that there has been ongoing contact regarding the Scheme.

6.7.10 Any party suffering a loss as a result of the Scheme will be entitled to full compensation under the compensation code. Should agreement on compensation not be reached, the matter may be referred to the Upper Tribunal (Lands Chamber).

6.8 Andrea Dooley and Alec Jackson – OBJ 157**SUMMARY OF PROPERTY AND LEGAL INTEREST**

6.8.1 Mr Jackson and Ms Dooley own land and property on Manchester Road in Mossley. They have a legal interest in land affected by the project. The affected plots and associated works are as follows: Plot 7-007 (restrictive covenant to protect and maintain railway electrical equipment); Plot 7-008A (electrical protection works – temporary possession to use the land as a working site for the construction of railway electrification protection works, and acquisition of permanent rights of access for maintenance of such works); Plot 7-008B (permanent acquisition for the construction, operation and maintenance of railway electrification protection works, consisting of extending the height of the existing retaining wall with copers); and Plot 7-011A (electrical protection works – temporary possession to use the land as a working site for the construction of a small fence to prevent persons climbing over the side of the bridge and onto the railway).

6.8.2 A summary of the legal interests and the rights sought in the Draft Order is set out in Appendix NB01.

SUMMARY OF OBJECTION

6.8.3 Mr Jackson and Ms Dooley have wholly and fundamentally objected to all proposed plans relating to their land and property.

RESPONSE TO OBJECTION

6.8.4 Network Rail does not anticipate any material impact on the business operations of Mr Jackson and Ms Dooley. There may be a short period of one to two days whilst lineside works are undertaken during which contractors may need access to the area immediately adjacent to the railway on each of the plots.

6.8.5 The restrictive covenant sought over Plot 7-007 is required to protect and maintain the railway electrical equipment (Overhead Line Equipment) which is being installed as part of the electrification of the railway.

NR/PoE/NB/8.2

6.8.6 The temporary and permanent works on Plots 7-008A, 7-008B and 7-011A are required to ensure the safe operation of the railway following its electrification, principally through the installation of copers on existing retaining walls and the provision of a small fence on the bridge structure.

6.8.7 In the event that any implementation of the Draft Order results in loss or disturbance to the objectors, they will be entitled to claim compensation under the provisions of the Draft Order. Any such claim will be assessed within the context of the compensation code and if there is no agreement, there is the ability to refer the matter to independent adjudication at the Upper Tribunal (Lands Chamber).

6.9 John Billington and Diane Mellor – OBJ 171**SUMMARY OF PROPERTY AND LEGAL INTEREST**

6.9.1 Mr Billington and Ms Mellor own agricultural land and the property at 9 Midge Hill, together with associated rights, in the vicinity of Work No.5 (bridge works at MVL3/19). A large number of plots are affected, comprising fencing works, bridge works, compound works and pedestrian access works plots (9-020, 9-027 to 9-031, 10-001 to 10-023, 10-026). In particular: plots 10-012 and 10-007 include permanent acquisition elements; and plot 10-026 involves a full reconstruction of MVL3/20 Wright Mill Overbridge.

6.9.2 At the time the Book of Reference (NR08) was prepared, a registration gap at HM Land Registry had resulted in the previous owners (Richard and Jane O'Connell) being recorded as proprietors of 9 Midge Hill. Network Rail now understands the property to be owned by and registered at HM Land Registry to John Lees Billington and Diane Elizabeth Mellor, including the relevant adjoining interests and rights. The Book of Reference will be updated to reflect the change of ownership. A summary of the legal interests and the rights sought in the Draft Order are set out in Appendix NB01.

SUMMARY OF OBJECTION

6.9.3 Mr Billington and Ms Mellor object to the inclusion of Richard and Jane O'Connell in the Book of Reference in connection with 9 Midge Hill and associated rights.

6.9.4 Mr Billington and Ms Mellor object to Midge Hill and the adjacent bridlepath being used for construction vehicles, having regard to the topography of the route and the cost of reconstruction. They also object to the reconstruction of the route due to disturbance, environmental concerns and visual impact.

6.9.5 Mr Billington and Ms Mellor object to the design for the reconstruction of Wright's Mill Overbridge on the basis that it does not adequately reflect the character of the bridge or its arched structure.

RESPONSE TO OBJECTION

6.9.6 Network Rail acknowledges the error in the Book of Reference and confirms that it will be updated to reflect the correct ownership of 9 Midge Hill in the names of John Lees Billington and Diane Elizabeth Mellor.

6.9.7 The main access route to this area is via Heron Lane; access along Midge Hill is therefore unlikely to be used given the topography. In the event that ad hoc access is required, this will be on foot or with a small van/pick-up vehicle only. The route will not be used by any large construction vehicles and access along it will only be sought as a last resort to avoid disruption to local residents.

6.9.8 The heritage significance of Wright's Mill Overbridge is fully assessed in the Heritage Statement (NR21). Alternative deck forms, including arched options, were considered but discounted due to geometric and constructability constraints, crane limitations, the need for a standardised and cost-efficient design approach across multiple bridge reconstructions, and the need to maximise opportunities for stone cladding. A flat-span design was identified as the optimum solution, balancing constructability, minimisation of disruption, impact on the heritage asset and cost

NR/PoE/NB/8.2

efficiency. Reconstruction results in a high degree of harm, which is reduced as far as possible through a heritage-led design approach, use of natural-stone cladding and the reclamation of historic masonry for reuse across the Scheme. The harm to the listed bridge is considered to be outweighed by the substantial public benefits of the Scheme in accordance with the NPPF.

6.9.9 In the event that the works result in additional costs or losses, the objectors will be able to submit a claim for compensation under the provisions of the Draft Order. Any such claim will be assessed within the context of the compensation code and, if there is no agreement, the matter may be referred to the Upper Tribunal (Lands Chamber).

6.10 Zenobe Energy Limited – OBJ 179**SUMMARY OF PROPERTY AND LEGAL INTEREST**

6.10.1 Zenobe Energy Limited has a legal interest in land affected by the project. Zenobe is in the process of developing a Battery Energy Storage System (BESS) facility on land adjacent to the Scheme corridor. The affected plots and associated works are as follows: Plots 2-036A, 2-036B, 2-036C, 2-038 and 2-039B (provision of maintenance access for drainage works); and Plot 2-039A (railway drainage works).

6.10.2 A summary of the legal interests and the rights sought in the Draft Order are set out in Appendix NB01.

SUMMARY OF OBJECTION

6.10.3 Zenobe raised concerns regarding plot 2-039A in particular, which overlaps with Zenobe's permitted planning layout for the development of the BESS renewable energy project.

6.10.4 Concerns were raised regarding the overlap of the Order limits with Zenobe's high voltage transformer compound, medium voltage switch rooms and control room – the main hub for the BESS facility.

6.10.5 Additional concerns were raised about the use of the BESS site as a temporary compound for the TWAO works, which it is said would impose disproportionately onerous requirements for site clearance and raise safety issues due to the responsibility for disconnecting high-voltage electrical infrastructure.

RESPONSE TO OBJECTION

6.10.6 Network Rail has noted the concerns regarding plot 2-039A and has contacted Zenobe, outlining a possible form of commitment to control Network Rail's exercise of the proposed temporary possession powers over that plot, unless at the point when Network Rail's works are to be undertaken (circa 2029), the land is still vacant and the Zenobe project has not been brought forward.

6.10.7 Network Rail is in the process of discussing the proposed terms of such a commitment with Zenobe. Network Rail remains committed to continuing this dialogue with a view to reaching a satisfactory agreement.

6.10.8 Any party suffering a loss as a result of the Scheme will be entitled to compensation under the compensation code, provided that the claim is compliant with its provisions. Should agreement on compensation not be reached, the matter may be referred to the Upper Tribunal (Lands Chamber).

6.11 Jane Bevan – OBJ 184

SUMMARY OF PROPERTY AND LEGAL INTEREST

6.11.1 Ms Bevan owns residential property adjacent to the railway corridor in the vicinity of Mossley. She has a legal interest in land affected by the project. The affected plots and associated works are as follows: Plot 12-044 (retaining wall works and fencing works); and Plot 12-050 (retaining wall works and fencing works).

NR/PoE/NB/8.2

6.11.2 Network Rail is seeking access to both plots temporarily to assess and monitor the retaining wall situated on the property, to ensure it is fit for purpose during works to the adjacent operational railway and, if deemed necessary, to undertake works to ensure the stability of the retaining wall. A summary of the legal interests and the rights sought in the Draft Order are set out in Appendix NB01.

SUMMARY OF OBJECTION

6.11.3 Ms Bevan raised concerns regarding not being adequately informed before receiving the letter notifying her of the compulsory purchase order. Prior notification and consultation were considered to be insufficient.

6.11.4 Ms Bevan is particularly concerned about the potential negative impacts on the value and saleability of her property.

6.11.5 Additional concerns were raised regarding: the absence of a guarantee of increased train service levels; unclear provisions regarding station accessibility and accessible parking; lack of information regarding access for emergency services; the location of construction compounds and unknown post-work conditions; poor community consultation and inadequate responses to community concerns; and the apparent failure to consider the long-term impact on the community, businesses, tourism and the surrounding countryside.

RESPONSE TO OBJECTION

6.11.6 Prior to the submission of the Order, Network Rail held a series of public consultation and engagement events. On 23 October 2025, Network Rail wrote to Ms Bevan explaining the upcoming submission of the Order and the rights that would be sought. Before submitting the Order, Network Rail engaged with Ms Bevan to explain how her property would be affected. Following submission, Network Rail engaged with Ms Bevan on two further occasions. Network Rail has and will continue to engage with Ms Bevan and expects to meet with her at a mutually agreed date. I set out in Appendix NB02 a schedule of contacts with the objecting landowners, which demonstrates that there has been ongoing contact regarding the Scheme.

6.11.7 Network Rail does not consider that there will be any negative impact on the value of the property as a result of the works, given that the retaining wall is already in situ and the works are for monitoring and maintenance purposes only. However, if Network Rail exercises the right to take temporary possession of the land, Article 31(6) of the Order makes provision for the landowner to claim compensation for any loss or damage resulting from the temporary occupation.

6.11.8 Matters regarding train service levels, station accessibility, emergency access, construction management and community consultation are addressed in the relevant specialist proofs of evidence. Further information regarding the benefits of the Order Scheme is set out in the Statement of Aims (NR04) and in Chapter 5 of the Statement of Case (NR30). The Environmental Report (NR14) details potential impacts and proposed mitigation measures.

6.12 Oldham Metropolitan Borough Council (OMBC) – OBJ 185

SUMMARY OF PROPERTY AND LEGAL INTEREST

6.12.1 Oldham Metropolitan Borough Council (OMBC) is both a local highway authority and a significant landowner whose interests are engaged by the Draft Order, particularly in connection with works at and around Greenfield and Diggle. The affected plots are: 16-052, 17-002, 17-003, 18-001, 18-005, 18-012, 18-013, 18-017, 18-019, 18-020, 18-021A, 18-021B, 18-022, 19-002, 19-003A, 19-003B and 19-006. These plots encompass temporary possession for working sites and access in connection with Works Nos.9 and 10, fencing works, culvert works, canal tunnel strengthening works and the permanent acquisition of plots 18-005, 18-012, 18-013 and 18-017 for Work No.9 (reconstruction of Ward Lane Overbridge, MVL3/36).

6.12.2 Network Rail has been in regular engagement with OMBC throughout the development of the Scheme. A summary of the legal interests and the rights sought in the Draft Order are set out in Appendix NB01.

SUMMARY OF OBJECTION

6.12.3 OMBC raised concerns regarding the creation of a temporary vehicular road linking Harrop Court Road and Boat Lane, neither of which carries a public vehicular right, and raised highway and PROW issues regarding who will use the temporary access road, for what purpose and for how long.

6.12.4 OMBC raised concerns regarding the proposed temporary diversion routes in the vicinity of the Station Road bridge works and the lack of detailed design information for proposed highway works associated with Greenfield Station, including the proposed zebra crossing on Shaw Hall Bank Road.

6.12.5 OMBC raised concerns over the permanent closure of definitive Footpath 209, a well-used public right of way.

6.12.6 Concerns were expressed regarding temporary works in high-profile locations (plots 12-003, 12-007 and 16-049), impacts on residential development potential (plots 18-001, 18-005 and 18-013), and insufficient information provided for assessment.

6.12.7 OMBC raised concerns regarding the retention of rights of access, the protection of tenants' rights and the need to ensure that temporary works do not compromise operational access, adjacent land uses or future development potential across a range of the affected plots.

6.12.8 Further concerns arose from the absence of an indicative construction programme, which may conflict with major high-attendance events in the Saddleworth area.

RESPONSE TO OBJECTION

6.12.9 The temporary road between Harrop Court Road and Boat Lane will operate for approximately nine months for the purpose of providing access to residential

NR/PoE/NB/8.2

properties and businesses and for emergency services. Network Rail has confirmed that the majority of construction traffic for the Station Road Overbridge will be directed along Lee Side into the Diggle construction compound. A Road Rail Access Point is also being constructed. Temporary walkways and cycleways will be provided for non-motorised users. Article 13(1) and Schedule 5 of the Order authorise Network Rail to alter the layout of Shaw Hall Bank Road and to introduce a permanent zebra crossing and new traffic regulation orders in the vicinity of the new Greenfield Station emergency access.

6.12.10 The closure of the level crossing (Footpath 209) is necessary for increasing line speed on the trans-Pennine route, enhancing capacity and reliability, whilst also reducing risks to users.

6.12.11 Plots 12-003 and 12-007 will be used as the working site and access for crane siting, assembly and lifting operations required for the reconstruction of the Royal George Underbridge (MVL3/25). There will be no permanent loss of land, no long-term sterilisation of the plots for development and no material long-term impact on landscape character or amenity.

6.12.12 Regarding the affected development plots: permanent acquisition of plots 18-005, 18-012, 18-013 and 18-017 is required for the construction, operation and maintenance of Work No.9. The remaining plots in the Greenfield/Diggle area are subject to temporary possession only, with no permanent acquisition of those plots being authorised by the Order. Network Rail confirms that there will be no permanent loss of land across the temporary-only plots and no significant long-term impact on landscape character, though some tree and vegetation removal will be required as outlined in the Environmental Report (NR14).

6.12.13 Network Rail will continue to engage with OMBC when developing the construction programme to ensure that the Saddleworth events calendar is not impacted by the construction works.

NR/PoE/NB/8.2

6.12.14 In the event that OMBC suffers loss or additional costs as a result of the implementation of the Draft Order, the compensation provisions within the Draft Order provide the appropriate remedy. Should agreement on compensation not be reached, the matter may be referred to the Upper Tribunal (Lands Chamber).

6.13 Canal and River Trust (C&RT) – OBJ 211**SUMMARY OF PROPERTY AND LEGAL INTEREST**

6.13.1 The Canal and River Trust (C&RT) owns and operates most of the navigable inland waterways in Britain and is a statutory body. The Draft Order therefore includes protective provisions for the benefit of C&RT in Part 5 of Schedule 15 of the Order (NR02). The affected plots and associated works are as follows: Plots 16-013E, 16-017, 16-014B, 16-014D, 16-014A and 16-014E (permanent acquisition for bridge and OLE works, being MVL3/31 OLE attachments to the outside face of the structure); Plots 19-017, 19-026 and 19-025 (partial reconstruction of MVL3/39 Diggle Road Overbridge, including construction of a temporary utilities bridge); and Plot 19-038 (permanent acquisition for bridge works).

6.13.2 Network Rail will take temporary powers at various points along the canal network to facilitate the Scheme works. The Scheme includes works above the Huddersfield Narrow Canal (for the installation of OLE on the Uppermill Viaduct) and protective works above the Standedge canal tunnel (involving the installation of a protective concrete relieving slab). A summary of the legal interests and the rights sought in the Draft Order are set out in Appendix NB01.

SUMMARY OF OBJECTION

6.13.3 C&RT has raised concerns regarding the compelling case in the public interest for the compulsory purchase powers, whilst noting it is open and willing to the possibility of voluntarily transferring required plots of land.

NR/PoE/NB/8.2

6.13.4 C&RT raised concerns that the compulsory purchase order will impact its duties to protect the waterways as a statutory undertaker, including concerns over navigational safety during and after the works.

6.13.5 Concerns were raised regarding fishing rights and the licence agreements with angling clubs along the canal.

6.13.6 C&RT raised concerns regarding Article 6 (water abstraction) and Article 20 (discharge of water), including the risk that powers to abstract water from the Huddersfield Narrow Canal could be exercised without the prior consent of the Trust.

6.13.7 C&RT raised concerns regarding Article 9 (power to deviate) and the potential impacts on the brick arch and associated stability of Standedge Tunnel.

6.13.8 Concerns were raised regarding the protective provisions in the Draft Order, which C&RT considers insufficient on their own to adequately protect its interests, including concerns about the use of existing canal bridges and land adjacent to canals as construction routes or compounds, the structural integrity of Standedge Tunnel, and arrangements for the temporary closure of the Huddersfield Narrow Canal.

RESPONSE TO OBJECTION

6.13.9 The case that the Order Scheme is in the public interest is set out in Chapter 5 of the Statement of Case (NR30). Network Rail is willing to discuss the terms of a potential interface agreement with C&RT to manage interfaces between the Order Scheme and C&RT's operations and affected assets. It is noted that such an interface agreement was reached between Network Rail and C&RT in relation to the works for the TRU W3 project, as authorised by the Network Rail (Huddersfield to Westtown (Dewsbury) Improvements) Order 2022.

6.13.10 The protective provisions in Part 5 of Schedule 15 of the Order (NR02) protect the statutory duties of C&RT. These are in the same form as the protective

NR/PoE/NB/8.2

provisions provided to C&RT in the Network Rail (Huddersfield to Westtown (Dewsbury) Improvements) Order 2022.

6.13.11 Network Rail will endeavour to work with C&RT to support angling on the canal where feasible and notes that, where appropriate, compensation for financial loss to C&RT due to the loss of angling fees is available under the compensation code.

6.13.12 Article 6 permits Network Rail to abstract water for the purposes of the Order Scheme; Network Rail will expect to liaise with C&RT before any abstraction from a canal operated by C&RT. Article 20 permits Network Rail to discharge water in connection with the Scheme; however, the protective provisions in Part 5 of Schedule 15 already manage Network Rail's exercise of those powers for the benefit of C&RT.

6.13.13 Network Rail has designed works around the Standedge canal tunnel in detail, and the proposed railway engineering works in the vicinity of that tunnel have been discussed with C&RT. Network Rail is confident that the deviation requirements will not impact the Standedge canal tunnel.

6.13.14 As Network Rail will be working on the Upper mill Viaduct at height to install railway electrification works, it may be necessary to temporarily close the canal beneath from time to time for safety reasons. Network Rail will also install a protective concrete relieving slab over the Standedge canal tunnel. As required by Article 23 of the Order, Network Rail will take reasonable steps to keep the period of any such closures to a minimum and will continue to engage with C&RT regarding timing and reasonable notice.

6.13.15 Network Rail considers that the protective provisions in Part 5 of Schedule 15 of the Order for the benefit of C&RT are sufficient to protect C&RT's legitimate interests. Network Rail remains committed to continuing engagement with C&RT and to reaching an interface agreement where possible, without prejudice to Network Rail's ability to deliver the Scheme.

6.14 Smurfit Westrock – OBJ 214**SUMMARY OF PROPERTY AND LEGAL INTEREST**

6.14.1 Smurfit Westrock owns and operates a manufacturing facility in the vicinity of the Scheme near Stalybridge. They have a legal interest in land affected by the project. The affected plots and associated works are as follows: Plots 2-044, 2-043 and 2-042A (railway drainage works).

6.14.2 A linear drainage run and series of drainage catchpits are proposed alongside the railway corridor to improve the flow of water migrating from Stalybridge Tunnel and the track. This drainage system is designed to collect and carry water to a dedicated outfall, improving drainage within the Network Rail footprint and the surrounding areas. A summary of the legal interests and the rights sought in the Draft Order are set out in Appendix NB01.

SUMMARY OF OBJECTION

6.14.3 Smurfit Westrock raised concerns regarding the lack of adequate attempts to reach an agreement to acquire rights over the land prior to seeking compulsory purchase powers.

6.14.4 Concerns were raised that the proposed drainage works could cause flooding on Smurfit Westrock's land or neighbouring areas. A lack of detailed plans creates uncertainty over drainage locations and potential impacts on the facility during and after construction.

6.14.5 Concerns were raised regarding potential interference with utility assets, including electricity, gas and telecommunication cables, and about the compatibility of the works with Smurfit Westrock's health and safety standards.

6.14.6 Additional concerns were raised regarding the accessibility of one entry and exit route from the facility, given Network Rail's proposals to occupy land close to the exit, leaving only one entry and exit route available, which could cause difficulties in the event of an incident.

RESPONSE TO OBJECTION

6.14.7 Network Rail has been in contact with Smurfit Westrock regarding the practical implications of the use of their land. Whilst it was not possible to secure the necessary rights by agreement prior to submission, discussions are ongoing and Network Rail will ensure all reasonable efforts are made to mitigate the impact of the Scheme where possible. I set out in Appendix NB02 a schedule of contacts with the objecting landowners, which demonstrates that there has been ongoing contact regarding the Scheme.

6.14.8 The proposed drainage design has been developed to improve the flow of water and prevent flooding on the track. Following the completion of the works, the field will be reinstated to its original condition. Network Rail is committed to continued engagement with Smurfit Westrock and is reviewing how to address all concerns raised.

6.14.9 Throughout the design phase, utilities records are reviewed and surveys are undertaken to verify these where necessary. Should any utilities be found, the design will be modified to avoid the interface with the utility in question, or the utility may require local realignment. Prior to construction and breaking ground, the area will be checked for utilities using special scanning equipment as far as is reasonably practicable. Network Rail has a robust design process which follows a hierarchy of standards and guidance documents, with health and safety being at the forefront of construction and maintenance methodologies.

6.14.10 Network Rail requires temporary access from Printworks Road for approximately six months, anticipated to be between July 2027 and May 2029 (subject to Order confirmation and the wider programme). Further engagement will take place before works commence once the final construction programme is confirmed.

6.14.11 In instances where land is taken and/or Smurfit Westrock suffers a direct loss due to the project, compensation will be payable under the provisions of Article 31(5)

of the Draft Order. Should agreement on compensation not be reached, the matter may be referred to the Upper Tribunal (Lands Chamber).

6.15 Christopher Jones – OBJ 226

SUMMARY OF PROPERTY AND LEGAL INTEREST

6.15.1 Mr Christopher Jones owns property and holds interests in sublease properties adjacent to the railway in the vicinity of Mossley. He has a legal interest in land affected by the project. The affected plot is Plot 12-029, which is required on a temporary basis only for use as a worksite and access for construction purposes.

6.15.2 A summary of the legal interests and the rights sought in the Draft Order are set out in Appendix NB01.

SUMMARY OF OBJECTION

6.15.3 Mr Jones raised concerns regarding access to his property and the length of the works, as well as access to his sublease properties and tenants during the construction period.

6.15.4 Mr Jones raised concerns over protecting the building's condition, the immediate impact during works and the longer-term effects including noise pollution and vibrations from potentially increased rail capacity and faster and heavier trains. He has requested that a Schedule of Condition be carried out before works commence.

6.15.5 Mr Jones raised concerns about the potential for new overhead line equipment to obstruct views of the countryside and cause injurious effects to properties. He has suggested that an aesthetic consultation right should be written into the Order.

6.15.6 Mr Jones raised concerns that he is responsible for his tenants and sublessees who use his land through tenures and easements, and that the works may

cause disputes. He has sought reassurance that he will not face legal consequences alone if obligations to tenants are affected.

RESPONSE TO OBJECTION

6.15.7 There are currently two routes of access and egress to Plot 12-029: one direct from Shaw Hall Bank Road and one via Plot 12-008, an unregistered strip of land running parallel to the railway. There will be a period of time when access via Plot 12-008 will not be available while works are undertaken (which will require the siting of a crane on Oaklands Road, blocking access). Network Rail understands there is an alternative access to the plot. The full extent of the occupation and precise timing is to be confirmed, but works are anticipated to take place in 2029 should the Order be confirmed.

6.15.8 Plot 12-029 is included in the Order for temporary possession only. Network Rail can therefore commit to undertaking a full Schedule of Condition of Plot 12-029 before taking possession. The provisions for taking and handing land back are set out in Article 31 of the Draft Order, which provides for the reinstatement of the land to the reasonable satisfaction of the landowner and for the payment of compensation for losses resulting from the temporary possession.

6.15.9 Network Rail is willing to discuss with Mr Jones the type and specification of fencing to be installed, though this will ultimately be determined by safety and project requirements. The Order provides that Network Rail is required to provide Mr Jones with 14 days' notice of Network Rail exercising powers of temporary possession, which will assist Mr Jones in making arrangements with his tenants and sublessees.

6.15.10 Should Mr Jones suffer any loss or damage as a result of Network Rail exercising its powers, he will be entitled to claim compensation under the compensation provisions of the Draft Order. Should agreement not be reached, the matter may be referred to the Upper Tribunal (Lands Chamber).

6.16 P. Casey (Developments) Ltd – OBJ 07 (REP)**SUMMARY OF PROPERTY AND LEGAL INTEREST**

6.16.1 P. Casey (Developments) Ltd has a legal interest in land affected by the project and is a statutory objector, notwithstanding that its submission was made as a representation. The affected plots and associated works include: Plots 2-016, 2-017, 2-028A and 2-028B (acquisition of new rights and imposition of restrictive covenants for maintenance access and for drainage works, and temporary possession for fencing and drainage works); Plots 2-018A and 2-018B (temporary possession for fencing and drainage works); Plot 2-018C (permanent acquisition for utility diversions); Plot 2-026 (temporary possession for railway infrastructure works); and Plot 4-004 (temporary possession for drainage works).

6.16.2 Network Rail has engaged with P. Casey Developments Ltd on approximately 30 occasions between August 2024 and June 2025, including an in-person meeting at a public event in Greenfield. Additional communications, including a meeting with the landowner's agents and Network Rail have taken place in autumn 2025 and early 2026. Network Rail is undertaking ongoing dialogue with P. Casey and their agents to resolve concerns and seek a voluntary agreement if reasonable terms can be agreed. A summary of the legal interests and the rights sought in the Draft Order are set out in Appendix NB01.

SUMMARY OF OBJECTION

6.16.3 P. Casey Developments Ltd raised concerns regarding the lack of meaningful attempts to acquire the land or rights by agreement prior to seeking compulsory purchase powers.

6.16.4 P. Casey Developments Ltd contends that Network Rail has failed to justify why the land is required for the proposed Order and has not considered reasonable alternatives.

NR/PoE/NB/8.2

6.16.5 Concerns were raised that the proposed Order would have a material and prejudicial impact on the future development potential on both the north and south sides of Printworks Road, both during the period of temporary possession and as a result of permanent acquisition.

6.16.6 Concerns were raised regarding Plot 2-016, which accommodates the natural drainage route serving the wider landholding, including a drainage ditch running southward that discharges water away from residential development.

6.16.7 On the land to the north of Printworks Road, the temporary possession area includes existing buildings and structures, and no agreement has been reached regarding their potential demolition. Concerns include the standard of reinstatement, how reinstatement would reflect the lawful and beneficial use of the land before entry, and the absence of reinstatement commitments.

6.16.8 Concerns were raised regarding an Ecology Enhancement Zone, noting that Plot 4-004 is part of an approved Ecology Enhancement Zone secured under an existing planning permission.

6.16.9 P. Casey Developments Ltd raised concerns that the Order is not in the public interest and that its purposes can be achieved without the compulsory acquisition of their land, such that the interference with their human rights is inadequately justified.

RESPONSE TO OBJECTION

6.16.10 Network Rail has engaged with P. Casey Developments Ltd extensively. The access route is required to provide permanent operational access to the culvert, which is essential for maintaining the safety and operational integrity of the track. The temporary possession of land is essential due to the land's proximity to Stalybridge Tunnel, its highway accessibility from Manchester Road, local topography and access to rail level, and the size of the site, as well as environmental considerations. I set out

NR/PoE/NB/8.2

in Appendix NB02 a schedule of contacts with the objecting landowners, which demonstrates that there has been ongoing contact regarding the Scheme.

6.16.11 The Order allows for a permanent right of access to the culvert for repair, renewal and routine maintenance. Network Rail has confirmed there could be some flexibility regarding the route of that access to the culvert and would be open to an alternative route agreed between the parties to facilitate any future development scheme that the Casey Group may propose, provided Network Rail's operational requirements are maintained.

6.16.12 The proposed drainage design is necessary to prevent flooding on the track. Following the completion of works, the field will be reinstated to its original condition, including the restoration of existing natural drainage features or, where appropriate, the betterment of those features. Network Rail has also agreed to explore in principle P. Casey accessing the proposed drainage systems to be installed as part of the Order Scheme.

6.16.13 Any temporary works, including those associated with the construction compound and its drainage arrangements, will be removed once no longer required and the land will be restored accordingly. Network Rail is reviewing the possibility of keeping existing structures intact during the works and will continue to engage with the Casey Group as the programme is finalised.

6.16.14 Network Rail is aware of the ecological constraints in this area and confirms that current access requirements relate only to drainage installation at the toe of the embankment. Network Rail intends to minimise impacts and carry out as little vegetation removal as possible.

6.16.15 The Order is being pursued in the public interest as set out in Chapter 5 of the Statement of Case (NR30). The Order, including the requirement to pay compensation, strikes a fair and proportionate balance between the private interests of the landowners and the public interest. Any party suffering a loss as a result of the

NR/PoE/NB/8.2

Scheme will be entitled to full compensation for any loss and/or damage, and if agreement cannot be reached, the matter may be referred to the Upper Tribunal (Lands Chamber).

6.17 Mrs Susan Fleming – OBJ 08 (REP)**SUMMARY OF PROPERTY AND LEGAL INTEREST**

6.17.1 Mrs Fleming owns land to the south of Oaklands Road in the vicinity of Greenfield. Her land has recently been de-designated from Other Protected Open Land (OPOL) under Oldham's Draft Local Plan 2023. The affected plots and associated works are: Plot 12-022 (permanent acquisition for worksite and access for construction and maintenance compound); Plot 12-032A (permanent acquisition for worksite and access for construction and maintenance compound); and Plot 12-032B (permanent acquisition for environmental mitigation works).

6.17.2 The land is required to facilitate a long-term road-rail access point, which is essential for the long-term maintenance of the Scheme as a whole, and to provide a suitable compound site during the works. The road and rail levels are relatively similar at this site, allowing road-rail vehicles to access from the highway to the railway at track level. Network Rail's representative met with Mrs Fleming's land agent at a virtual meeting on 16 February 2026 and committed to continuing dialogue. Alternative locations for road-rail access were assessed and discounted; a potential site at Saddleworth old station was discounted as the station is now a residential property, access along the former Delph Donkey railway line was discounted due to poor road access, and Greenfield Station was discounted due to the hairpin bend on the nearby highway. A summary of the legal interests and the rights sought in the Draft Order is set out in Appendix NB01.

SUMMARY OF OBJECTION

6.17.3 Mrs Fleming raised concerns regarding the purpose of the acquisition, noting there is no justification for the specified land to be contained within the Order.

NR/PoE/NB/8.2

6.17.4 Concerns were raised regarding the consideration of alternative land that could better suit the needs of the Scheme.

6.17.5 Mrs Fleming raised concerns about the viability of future development on the land, highlighting its recent de-designation under the Oldham Borough Council's emerging Local Plan and the potential prejudice to her legitimate interests in development.

6.17.6 Concerns were raised regarding Network Rail's efforts to acquire the land by agreement before the Order application.

6.17.7 Mrs Fleming considers that Network Rail's approach infringes upon her human rights and that seeking compulsory purchase powers is not in the public interest.

RESPONSE TO OBJECTION

6.17.8 The land is required for a long-term road-rail access point – essential for the maintenance of the Scheme – and for a compound site during construction. The design of the Order Scheme has focused on minimising land take whilst delivering optimal outcomes, and reasonable alternatives were considered and discounted for the reasons set out above.

6.17.9 Oldham's Draft Local Plan 2023 proposes the de-designation of the land from OPOL; however, the land is not allocated for development, with no current residential application, and remains protected as a Green Corridor under Policy N1. Network Rail concludes that the land is not suited for built development. In addition, the land was acquired from Network Rail, and there are restrictive covenants on the land which provide that built development can only take place with Network Rail's agreement, which has not been given.

NR/PoE/NB/8.2

6.17.10 Network Rail's representative met with Mrs Fleming's land agent virtually on 16 February 2026 and is committed to continuing dialogue to ascertain whether a voluntary agreement is reasonably possible. If no agreement is reached, Mrs Fleming will be able to claim compensation under the compensation code as provided for within the Order. Should agreement on compensation not be reached, the matter may be referred to the Upper Tribunal (Lands Chamber). I set out in Appendix NB02 a schedule of contacts with the objecting landowners, which demonstrates that there has been ongoing contact regarding the Scheme.

6.17.11 The Order is being pursued in the public interest as set out in Chapter 5 of the Statement of Case (NR30). The Order, including the requirement to pay compensation, strikes a fair and proportionate balance between the private interests of landowners and the public interest in securing the benefits of the Scheme. The interference with Convention Rights is compellingly justified in the public interest.

6.18 Electricity North West Limited (ENWL) – OBJ 14 (REP)**SUMMARY OF PROPERTY AND LEGAL INTEREST**

6.18.1 Electricity North West Limited (ENWL) owns and operates electricity distribution apparatus across the Scheme corridor. ENWL has a legal interest in land affected by the project and is a statutory objector, notwithstanding that its submission was made as a representation. The ENWL apparatus is affected at numerous locations across the Scheme, and a large number of plots are affected, covering the full length of the Scheme corridor from Stalybridge to Diggle. Key plots include those at Stalybridge Tunnel (access and working sites), Mossley (retaining wall, OLE and fencing works), Saddleworth (culvert and Work No.9 works) and Diggle (Work No.10 works). A full schedule of affected plots is set out in Appendix NB01.

6.18.2 Protective provisions for the benefit of ENWL are included in Part 1 of Schedule 17 to the Order (NR02). A summary of the legal interests and the rights sought in the Draft Order are set out in Appendix NB01.

SUMMARY OF OBJECTION

6.18.3 ENWL raised concerns regarding the appropriate confirmations and permissions in relation to the ENWL apparatus affected by the Scheme.

6.18.4 ENWL objects to the proposals until an acceptable alternative site and the costs of relocation are agreed upon between the parties.

RESPONSE TO OBJECTION

6.18.5 Network Rail has proposed a meeting with ENWL to discuss the proposals in more detail and to explain how the protective provisions in Part 1 of Schedule 17 to the Order (NR02) adequately protect ENWL's interests.

6.18.6 Network Rail will engage with ENWL as part of its ongoing utility coordination work to resolve matters relating to the confirmation of apparatus locations and the agreement of relocation costs where applicable.

6.18.7 In the event that ENWL suffers loss or additional costs as a result of the implementation of the Draft Order, the compensation provisions within the Draft Order provide the appropriate remedy. Should agreement not be reached, the matter may be referred to the Upper Tribunal (Lands Chamber).

7. CONCLUSIONS

7.1.1 The Draft Order has been made in accordance with the relevant guidance, in particular the MHCLG Guidance on the Compulsory Purchase Process (October 2024, updated January 2025). Network Rail has carried out extensive consultations and negotiations with affected landowners in accordance with that Guidance.

7.1.2 The Order application was made on 7 November 2025. During the objection period to 19 December 2025, 256 objections, 14 representations and 27 letters of support were received. A number of objectors do not have a legal interest in land

NR/PoE/NB/8.2

affected by the Scheme and their objections do not fall within the remit of my property evidence. I have addressed in Section 6 above all objectors and representees who hold a legal interest in affected land and who have raised property and compensation issues.

7.1.3 All areas of land and rights sought in the Draft Order are necessary for the construction, operation or maintenance of the Scheme, and the level of acquisition has been limited to the minimum required to facilitate delivery. Where temporary possession powers are sought, they are limited to the duration necessary for the works, with appropriate provisions for reinstatement and compensation.

7.1.4 Of those who have raised property-related concerns, I am satisfied that Network Rail has sought to minimise the impact of the Scheme upon the objectors. The compensation provisions within the Draft Order will ensure that objectors are fully recompensed, as far as is possible with money, to offset the impact of the Scheme. Where disputes on compensation arise, there is an independent remedy available by reference to the Upper Tribunal (Lands Chamber).

7.1.5 Network Rail will continue to engage with all objectors following the submission of this document to the Inquiry, with a view to resolving outstanding concerns and, where possible, securing the withdrawal of objections.

8. WITNESS DECLARATION

8.1 Statement of Declaration

8.1.1 I, Nigel Billingsley, of Bruton Knowles Limited, hereby make the following declaration.

8.2 Duty to the Inquiry

8.2.1 I understand that my overriding duty in providing this proof of evidence and in giving oral evidence at the Inquiry is to help the Inspector appointed by the Secretary

NR/PoE/NB/8.2

of State for Transport with the matters within my professional expertise. That duty overrides any obligation I may have to Network Rail Infrastructure Limited ('Network Rail') as the party by whom I am instructed. I confirm that I have complied, and will continue to comply, with that duty.

8.2.2 I confirm that I have not entered into any arrangement whereby the amount or payment of my fees is in any way dependent on the outcome of the Inquiry.

8.3 Independence

8.3.1 I confirm that the opinions expressed in this proof of evidence are my own independent professional opinions. I have not, without forming my own independent view, included or excluded anything which has been suggested to me by others, including those instructing me.

8.3.2 I know of no conflict of interest of any kind, other than as disclosed in paragraph 8.3.3 below, which affects my suitability to act as an expert witness on the matters on which I give evidence.

8.3.3 *[Insert details of any disclosed interest, or state: 'I know of no conflict of interest of any kind in relation to the subject matter of this proof.']*

8.4 Facts and Opinions

8.4.1 I confirm that I have made clear within this proof of evidence which facts and matters are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true. The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer.

8.4.2 This proof of evidence includes all facts which I regard as being relevant to the professional opinions I have expressed. I have drawn the Inquiry's attention to any matter of which I am aware that would affect the validity of those opinions.

8.4.3 Where I have relied upon information provided to me by others, I have identified that information as such and have not asserted its truth as a matter within my own knowledge. I have exercised reasonable care in satisfying myself as to the accuracy of information provided to me on which I have relied.

8.5 Professional Standards

8.5.1 I am a Member of the Royal Institution of Chartered Surveyors (MRICS) and am an RICS Registered Valuer. I confirm that I have complied with the RICS Professional Standard 'Surveyors acting as expert witnesses' (4th edition, 2014, updated 2021) in all material respects in the preparation of this proof of evidence and associated appendices.

8.5.2 I confirm that my evidence and associated appendices have been prepared, and my opinions formed, in accordance with the professional standards and guidance applicable to chartered surveyors acting as expert witnesses before public inquiries in England and Wales.

8.6 Updating Obligation

8.6.1 I will notify those instructing me immediately, and confirm in writing, if at any time before or during the Inquiry any aspect of this proof of evidence requires correction, qualification or updating by reason of any change of circumstances or any matter coming to my attention which was not previously known to me.

8.6.2 In particular, I will notify those instructing me if my opinion on any material matter changes at any time before or during the Inquiry.

8.7 Statement of Truth

8.7.1 I confirm that I have made clear which facts and matters referred to in this proof of evidence are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true. The opinions I have expressed

NR/PoE/NB/8.2

represent my true and complete professional opinions on the matters to which they refer.

8.7.2 I understand that proceedings may be brought against anyone who makes, or causes to be made, a false statement in a document such as this without an honest belief in its truth.

8.8 Signature

Signed:



Full name: Nigel Billingsley BSc MRICS

Date: 12 May 2026
