

TRANSPORT AND WORKS ACT 1992

TRANSPORT AND WORKS (INQUIRIES PROCEDURES) RULES 2004

NETWORK RAIL (STALYBRIDGE TO DIGGLE (SADDLEWORTH) ENHANCEMENTS) ORDER

Statement of Common Ground

(1) Network Rail Infrastructure Limited

(2) Canal & River Trust (OBJ/211)

NR/SOCG/OBJ211.2

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The Network Rail (Stalybridge to Diggle (Saddleworth) Enhancements) Order

Statement of Common Ground – Canal & River Trust NR/SOCG/OBJ/211.2

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1. BACKGROUND

- 1.1 Network Rail Infrastructure Ltd (**Network Rail**) made an application on 7 November 2025 to the Secretary of State for Transport pursuant to section 6 of the Transport and Works Act 1992 (**TWA 1992**) for the Network Rail (Stalybridge to Diggle (Saddleworth) Enhancements) Order (**Order**) under sections 1 and 5 of TWA 1992 (**Order Application**).
- 1.2 Canal & River Trust (**Trust**) made an objection to the Order Application on 12 December 2025, and has to date maintained its objection. A position statement dated 4 June 2026 was submitted to the Inquiry on that date, which set out the matters still outstanding between the parties. A further position statement was submitted on 22 June 2026.
- 1.3 This Statement of Common Ground sets out the arrangements that have been agreed between the parties. The arrangements are contained in a Protection Agreement (**Agreement**) which addresses the concerns set out in the Trust's objection. The Trust has withdrawn its objection to the Order, now that the Agreement has completed.
- 1.4 By entering into the Agreement Network Rail is committed to exercise the Order powers in accordance with its terms, which are legally enforceable as a matter of contract law. As such, the matters agreed constitute firm legal commitments from which neither party may unilaterally renege.
- 1.5 This Statement of Common Ground is intended to assist the Inspector in reporting to the Secretary of State for Transport on the Order Application and, in particular, on matter 5 of the updated Statement of Matters dated 27 April 2026, namely,

“the effects of the Scheme on statutory undertakers, statutory utilities, and other utility providers, and their ability to carry out their undertakings effectively, safely and in compliance with any statutory or contractual obligations and the protective provisions afforded to them”.

2. STATEMENT OF COMMON GROUND

2.1 This Statement of Common Ground replaces the Position Statement dated 22 June 2026.

2.2 Network Rail and the Trust have been working together through technical and legal meetings to agree the arrangements and protections at the interface of the authorised works and the Trust's interests. The Agreement has now completed and the Trust withdrew its objection to the draft Order on 2 July 2026. The Agreement, together with the Order, is sufficient to protect the Trust's interests.

2.3 The Agreement covers inter alia those matters as set out below.

(i) Arrangements concerning compulsory acquisition powers over Trust land interests

2.4 It is agreed that the land and rights in land belonging to the Trust are protected by the restrictions on the exercise of compulsory acquisition over land belonging to the Trust. The Agreement limits the exercise of such powers to land which is reasonably required for the authorised works and also provides for extended notice period in advance of taking temporary possession of Trust Land. The Agreement also contains restrictions on Network Rail's powers so as not to impact the Trust's operation and foreseeable maintenance of the waterway at Uppermill Viaduct.

2.5 (ii) Arrangements concerning the application of the Trust's Code of Practice

2.6 It is agreed that the protections in the provisions for the protection of the Trust (Part 5 of Schedule 17 to the draft Order) and the Agreement together are acceptable protection for the Trust in terms of the Trust's Code of Practice. The Agreement provides that Network Rail shall have regard to the relevant provisions of that Code of Practice in seeking the Trust's consent in advance of undertaking surveys generally and surveys of buried services in Trust land. It also contains provision that it shall be deemed reasonable for the Trust to apply the principles of its Code of Practice to the plan approval process at paragraph 46 its protective provisions so far as they are consistent with those protective provisions.

(iii) Arrangements concerning water abstraction from the Trust's network in construction activity

2.7 It is agreed that any abstraction of water from the Trust's network can be adequately regulated by article 6 of the Order together with the Agreement which provides that if Network Rail proposes an abstraction from the Trust's network that would otherwise require a water abstraction licence (applied for by the Trust in accordance with s66 of the Water Resources Act 1991) but for the disapplication in Article 6, then Network Rail will first obtain the Trust's

consent to such abstraction, such consent not to be unreasonably withheld or delayed, or await deemed consent..

(iv) The extent of liability and arrangements for long term maintenance

- 2.8 It is agreed that the provisions relating specifically to long-term monitoring and maintenance of works at Standedge Canal Tunnel, alongside amendment to the protective provisions such that the maintenance period is extended from 12 to 24 months (paragraph 39(2)(b)), are adequate protection for the Trust's assets.

(v) Detail concerning loading and vibration on the Standedge Canal Tunnel and detail concerning the extent of impact on the Diggle Feeder.

- 2.9 It is agreed that the provisions that are set out in the Agreement which provide for the Trust approval of plans and methodology in advance of the works at the Standedge Canal Tunnel address the Trust's concerns regarding the impact of loading of, and vibration at, that structure. The Agreement provisions operate together with the protective provisions such that if the supporting evidence for those detailed plans does not demonstrate that the integrity of the tunnel will be sustained, the Trust will be acting reasonably in refusing those plans. The Agreement also contains provision to place commitments on Network Rail to use reasonable endeavours in the design of the works at Standedge Canal Tunnel in relation to limiting the increase in vertical loading on the tunnel from the authorised works and not causing any increase in horizontal loading on the tunnel from the authorised works.
- 2.10 It is also agreed that provisions in the Agreement that require Network Rail to undertake a detection survey within the Order limits to establish whether the Diggle Feeder is affected by the authorised works, and (to the extent that it is) the measures in place for its protection address the Trust's concerns regarding that structure.
- 2.11 It is also agreed that the Agreement puts in place appropriate safeguards to protect Trust's operational requirements in relation to assisting boats to navigate Standedge Canal Tunnel, both during and after the authorised works, alongside safe pedestrian and Trust access to the canal towpath via Sam Road Car Park.

(vi) Maintaining use of the Huddersfield Narrow Canal and towpaths

- 2.12 It is agreed that the provisions of the Agreement and the protective provisions control the powers in the Order to temporarily close and work in the Huddersfield Narrow Canal (Article 23) and the powers for temporary possession (Article 31) adequately to enable the Trust to reasonably fulfil its duties to maintain and operate its network for use by the public. This includes continued liaison between the parties; designing and constructing the

authorised works to minimise interference with use of the canal, interfering only where reasonably unavoidable; and giving sufficient notice of plans to close the canal and towpaths enabling the Trust to notify users in advance.

(vii) Other protections

- 2.13 It is agreed that the provisions of the Agreement provide measures to address the Trust's concerns relating to discharges to the canal, vegetation, landscaping and construction traffic so far as potential impacts relate to the Trust's assets.

3. CONCLUSION

- 3.1 The Parties agree that the Agreement addresses all of the matters raised in the Trust's objection. The Agreement puts in place legally binding restrictions for the protection of the Trust's assets and interests. Consequently, the Trust has withdrawn its objection to the draft Order.

Signed by (on behalf of Network Rail Infrastructure Limited)

M. de la Torre

Position: Network Rail Sponsor

Date: 03/07/2026

Signed by Canal & River Trust

T. B. S.

Date: 6th July 2026

Position: Planning Manager (North)