



**TRANSPORT AND WORKS ACT 1992
TRANSPORT AND WORKS (INQUIRIES PROCEDURES)
RULES 2004**

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

**REBUTTAL PROOF
RELATING TO PROOFS OF EVIDENCE SUBMITTED ON
BEHALF OF CANAL & RIVER TRUST (OBJ/211)**

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(NR/PoE/REB/OBJ/211)

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1. INTRODUCTION

1.1 Introduction

This rebuttal proof is providing Network Rail's responses to the Proof of Evidence submitted by Canal & River Trust (OBJ/211) which comprises:

- 1.1.1
 - Proof of Evidence (**PoE-OBJ211/PS/1**);
 - Proof of Evidence (**PoE-OBJ211/SC/1**);
 - Proof of Evidence (**PoE-OBJ211/AC/1**);
 - Proof of Evidence (**PoE-OBJ211/TBS/1**);
 - Proof of Evidence (**PoE-OBJ211/KH/1**).
- 1.1.2 The rebuttal is limited to points which it will assist to address in writing. The fact that any point is not responded to does not mean it is accepted.

2. NETWORK RAIL'S REBUTTAL EVIDENCE

2.1 Rebuttal Evidence of Emma Clarke: Engineering & Design

Introduction

- 2.1.1 This section is providing Network Rail's responses to the following matters raised in Proof of Evidence (PoE-OBJ211/PS/1) - Peter Simpson, (PoE-OBJ211/SC/1) - Stuart Catterall and (PoE-OBJ211/AC/1) – Adam Comerford.

- Standedge Canal Tunnel MVL3/39A considerations as raised within (PoE-OBJ211/PS/1 - Peter Simpson) Sections 3 and 4 ("**Matter 1**");
- Canal and River Trust Feeder Impacts as raised within (PoE-OBJ211/SC/1 Stuart Catterall) Sections 4, 5.2 and 5.3 and (PoE-OBJ211/AC/1 Adam Comerford) Sections 3.3 and 3.4 ("**Matter 2**").

Response to Matter 1

Background

- 2.1.2 Standedge Canal Tunnel MVL3/39A has been brought into the Order to facilitate enabling works to deliver the scheme, particularly the construction of Station Road Overbridge (MVL3/39).
- 2.1.3 The preferred construction methodology is to take construction access over the Standedge Canal Tunnel to deliver the works which in this vicinity, which requires intervention to protect the asset from increased loading. As described in my Proof of Evidence the proposed approach is construct a concrete relieving slab over the Tunnel.

- 2.1.4 As enabling works, the design details of the relieving slab are at conceptual stage only and have not reached the same level of design maturity as other structures in the Order.
- 2.1.5 The current design is based on several assumptions from available information which are yet to be validated. The following activities are due to be undertaken at future design stages, which will verify the design concept to progress a solution. These include, but are not limited to:
- Site investigations, inspections and surveys such as coring, trial pits, bore holes, topographical surveys, visual inspections etc.
 - Vehicle type travelling over the tunnel including size, weight, axle loading.
 - Further optioneering considering the long term protection of the tunnel, waterproofing, choice of materials and specification (pre-cast vs in-situ) etc.
 - Calculations and modelling activities.
 - Risk identification and mitigation i.e. the potential to alter drainage and water paths.
 - Development of construction methodology, monitoring activities and maintenance.

Optioneering

- 2.1.6 The initial saddling option was discounted due to feedback from the Canal and River Trust and the relieving slab concept was then developed and accepted in principle by the Trust. No further design development has taken place since, and the project is aware the assumptions that the relieving slab are based on need to be verified. The design may therefore change during development of the approval in principal design.
- 2.1.7 Whilst the saddling and relieving slab options have been investigated, with the relieving slab concept agreed, the project has not considered any additional options at this stage.
- 2.1.8 The proposal for the use of a temporary bridge has been raised in the Trust's evidence. This option, which would transfer the load away from the tunnel and act independently of the tunnel could also be considered, amongst potential other options pending survey results, should the relieving slab concept be found not to be suitable.

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2.1.9 Whilst the temporary bridge option has not been investigated in detail, upon initial inspection and consideration of the zone of influence on the tunnel, topography and proximity of the railway, it may not be a preferable option to the relieving slab. It is likely this option would introduce loading to the tunnel during construction of the sub-structure. It is assumed this would be installed on end bearing plies and therefore some key points the project would consider should this option be further explored include:

- Position of the piling rig and temporary loading imposed on the tunnel;
- Excavation over the tunnel and potential loss of temporary propping effect;
- Management of load distribution of construction vehicles on approaches to the bridge; and
- Increased risk of impacting other assets within the area.

Further design considerations

2.1.10 The Project is committed to developing a design which introduces the least amount of impact to the tunnel and any other assets within the vicinity. The knowledge and collaboration from the Canal and River Trust of this area to date has been incredibly valuable to the Project and has resulted in a concept agreed in principle for the purposes of the Order.

2.1.11 The project will continue to liaise with the Canal and River Trust as this design progresses, and welcomes feedback to incorporate into the design to ensure the best possible solution is achieved.

2.1.12 The technical detail of the relieving slab has not yet been developed given the Project has not undertaken the necessary surveys, investigations and calculations, and acknowledges that the results may require a change to the design concept. The temporary bridge option suggested in the Trust's evidence will be considered further as the design progresses.

2.1.13 Consideration of maintenance requirements and monitoring of the asset condition over the life span will also be developed as required, and will naturally depend on the preferred solution and what is agreed as reasonable. The temporary bridge option suggested in the Trust's evidence will be considered further as the design progresses.

Response to Matter 2

2.1.14 There are three feeders which are known to interface with the Project proposals.

Ward Lane Feeder

- 2.1.15 Ward Lane Feeder is located high mileage of Ward Lane Overbridge MVL3/36. The Project is undertaking works to Culvert 14.1198, which is a twin headwall culvert believed to outfall directly into the canal forming part of the feeder. It has been found that this culvert is currently blocked, and therefore the water from the Ward Lane Feeder has been found to back up and flow into an adjacent Culvert 14.1190.
- 2.1.16 The Project proposes to clear the blockage and reline Culvert 14.1198 to maintain the feeder flow into the canal. Additional chambers for installation and maintenance purposes are also proposed. There are no surveys or interventions planned further upstream or downstream of the culvert and all works will be within the Order limits.
- 2.1.17 During the relining works, the proposal is to divert the water flow through the adjacent Culvert 14.1190, as it does currently due to the blockage. This Culvert does not appear to flow into the canal, therefore the water levels within the canal should not be altered during construction.
- 2.1.18 Post construction, the flow will then be restored through the Culvert 14.1198 and feed the canal as originally intended.

Diggle Feeder

- 2.1.19 The Project is not intending to undertake any intervention works to the Diggle Feeder. Archive records indicate this may flow in the vicinity of Station Road Overbridge MVL3/39 where the proposals include a new king pier and associated piling.
- 2.1.20 The Project have made attempts to trace the location of the feeder to validate that the piling will not clash with the feeder directly or impact the zone of influence. To date the Project have not yet been able to identify the alignment and it will undertake further surveys to confirm this.
- 2.1.21 It is possible that the design of the king pier may be impacted should Diggle Feeder be found within close proximity. If so the necessary design measures will be undertaken to avoid interference, and these will be discussed with the Canal and River Trust to agree a solution.

Brunclough Feeder

- 2.1.22 The Project is reconstructing the Bywash Underbridge MVL3/39B to accommodate the new track alignment. This bridge carries the railway over a watercourse which feeds the Brunclough Feeder.

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2.1.23 In order to reconstruct the bridge, over-pumping will be required which will be discharged back into the watercourse downstream such to maintain the Brunclough Feeder flow into the canal and Diggle ponds.

2.1.24 It is noted that past attempts to over-pump the watercourse have failed, however the Project will use specialist equipment and an appropriately sized overpumping system once flow rates have been surveyed and confirmed.

2.1.25 The proposed cross section is proposed to be greater to or equal to the existing, though it is noted that creating a balance between maintaining the bed level without reducing water levels or reducing the flow is difficult.

2.1.26 Given there should not be a reduction in cross section, the sediment build up should not be made worse by the Project proposals. The construction methodology will implement suitable mitigation measures during the works to manage the risk of sediment falling into the watercourse.

2.2 Rebuttal Evidence of Jim Pearson: Environmental Management

Introduction

2.2.1 This section is providing Network Rail's responses to the following matters raised in Proof of Evidence (PoE-OBJ-211/TBS/1)).

2.2.2 Mr Bettany Simmons requests an adjustment to the wording of the draft Order Article 6 so that the Trust must approve any water abstraction from its infrastructure ("**Matter 1**");

2.2.3 In their section 8 Canal and River Trust Code of Practice, Mr Bettany Simmons states that Network Rail should comply with the Trust's Code of Practice rather than the Code of Construction Practice (CoCP) Part A (**NR17**) that was submitted with the Order application and the CoCP Part B that will submit a series of environmental documents by condition ("**Matter 2**").

2.2.4 In section 11 Mr Bettany Simmons requests additional requirements to condition 5 Landscaping and Ecology and condition 7 Construction Traffic Management Plan. Mr Bettany Simmons then request an additional condition for a Construction Environment Management Plan ("**Matter 3**").

Response to Matter 1; Article 6 Water Abstraction

2.2.5 Mr Bettany Simmons recommends an adjustment to the wording of the protective provisions in the draft Order (NR02) in Schedule 17: Part 5 "For the protection of the Trust" Paragraph 41(2) that would require Network Rail to acquire consent from the Trust should abstraction of water be required for the purposes of supporting construction authorised by the Order. Network Rail

does not consider it necessary to adjust the wording of the protective provisions as suggested by the Trust in the proof of evidence of Tim Bettany-Simmons in their section 6.7. It is considered that the Trust already has sufficient control of any required abstraction through the requirement for NR to seek authorisation for any activity from the designated Trust engineer as included in paragraphs 46 and 47 of Schedule 17: Part 5 of the draft Order (NR02) as described here:

- 2.2.6 Paragraph 46 operates to give the Trust engineer the right to approve all plans of specified works, and in doing so to specify any protective work and such other requirements as may be reasonably necessary to prevent detriment (where the definition of detriment includes “the pollution of the waterway and the permanent alteration in the water level of the waterway, or permanent interference with the supply of water to the waterway, or drainage of water from it”).
- 2.2.7 In addition, paragraph 47 of the Protective Provisions requires NR to consult the Trust on the “environmental effects of the specified works and have regard to such views as may be expressed by the Trust.”
- 2.2.8 Together those provisions effectively allow the Trust to comment on and approve plans, including where relevant provisions relating to water abstraction, within the framework set out in the Protective Provisions.

Response to Matter 2: Code of Practice

- 2.2.9 Mr Bettany Simmons identifies that Network Rail’s Code of Construction Practice (CoCP) does not cover all the requirements of the Trust’s Code of Construction Practice.
- 2.2.10 The Code of Construction Practice, both Part A submitted with the Order and Part B, a suite of environmental management documents that must be submitted to the planning authority for conditional discharge, act as protection for the environment. Of principle importance to the Trust is the CoCP Condition 6(c)(ii) Pollution Prevention and Incident Control Plan (PPICP) that must detail all relevant protection of any watercourse including canals during the construction works. Network Rail considers the PPICP and other environmental management documents are sufficient for management of the potential “environmental” effects.
- 2.2.11 Mr Bettany Simmons, in section 8.2, states that the CoCP does not cover all effects on the canal infrastructure in the same way as the Trust’s Code of Practice. Firstly, it should be understood that NR’s CoCP is an “environmental” protection document only, that has been used successfully on multiple TWAO schemes and NR designers and contractors are accustomed to delivering against compliance with a CoCP.

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2.2.12 In addition, I note Mr Bettany Simmons in section 8.7 identifies that the Huddersfield to Westtown engagement between Network Rail's contractors and the Trust's engineer have been proceeding satisfactorily for all parties in considering construction works on that scheme and the impacts on canal infrastructure. The Trust engineer is ensuring compliance with the Trust's requirements. This is to be expected noting Network Rail must comply with the protective provisions on that scheme and provide information to the Trust's engineer to their reasonable satisfaction. The protective provisions provide the Trust with all the information they require to confirm protection of the Trust's assets and the CoCP provides the wide- ranging protection of the environment.

2.2.13 On the basis of the requirements imposed by the Trust's protective provisions and the CoCP in general, and in consideration how this has operated successfully on the Huddersfield to Westtown TWAO, there would be no need to further impose other requirements, for example through expressly requiring compliance with the Trust's Code of Practice.

Response to Matter 3: Conditions

2.2.14 In section 11.1 Mr Bettany Simmons requests that the Trust be consulted concerning any proposed detail that Network Rail intends to submit to discharge condition 5 Landscaping and Ecology, should that detail include any potential effects on the Trust's assets. Network Rail agrees that it will inform the Trust of any Landscape and Ecological Management Plan (LEMP) detail and consider any information supplied by the Trust for inclusion in a final LEMP.

2.2.15 In section 11.2 Mr Bettany Simmons requests that the Trust be consulted regarding any intention to traverse Trust infrastructure with construction vehicles as part of the condition to discharge a Construction Traffic Management Plan (CTMP).

2.2.16 Network Rail can confirm it would seek the Trust's view concerning construction traffic using Trust infrastructure in compliance with the Order and include relevant information in the CTMP to be submitted to the local planning authority.

2.2.17 In section 11.3 Mr Bettany Simmons requests an additional condition for a Construction Environment Management Plan. Network Rail does not consider this necessary and I point to the information provided in section 2.2.12 above outlining the protection of the environment that is secured principally by condition 6(c) Code of Construction Practice, but also other environmental conditions such as 4 Pre Commencement, 5 Landscape and Ecology, 7 Construction Traffic Management Plan, 8 Archaeology and 9 Biodiversity Net Gain. A further condition concerning environment management is not considered appropriate.

2.3 Rebuttal Evidence of Nigel Billingsley: Property

Introduction

2.3.1 The following are my responses to property-related issues raised in the proof of evidence of Ms Katy Hallam on behalf of the Canal and River Trust ('CRT') (PoE-OBJ-211/KH.1/0).

2.3.2 Ms Hallam's proof of evidence addresses the following matters which I respond to in this rebuttal:

- Background and the interaction of the Scheme with CRT's interests in the Huddersfield Narrow Canal
- Consultation history between Network Rail and CRT
- Impact on navigation and canal operations during construction
- Adequacy of the protective provisions within the Draft Order
- CRT's land interests and compensation

2.3.3 I consider the following areas of objection that sit within my area of expertise;

- Consultation history between Network Rail and CRT
- CRT's land interests and compensation

3. REBUTTAL OF OBJECTORS EVIDENCE

Consultation with the Canal and River Trust

3.1.1 There is a suggestion in Ms Hallam's proof of evidence that Network Rail had not consulted with Canal and River Trust and had not sought an agreement with them.

3.1.2 I have discussed consultation with my client's Project team and can confirm that consultation began at an early stage of scheme development of the project. In particular, discussions between Laurie Barbour of Tony Gee, my client's design consultant, and CRT were held over a number of months, commencing in February 2024. The discussions focused on the engineering, works, and interaction between CRT assets and the project works.

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- 3.1.3 In addition to the ongoing discussions regarding the practical aspects of the project, Bruton Knowles had been in contact with the Trust since August 2024; the schedule of contacts is set out in the appendices to my Proof of Evidence, pages 34 to 43.
- 3.1.4 It is clear, therefore, that Network Rail had been in discussion with the Trust for 15 months prior to submission of the Order. Network Rail was content throughout this process to progress to a more formal land agreement; I understand that none was sought. As explained below, the approach of seeking to reach technical engineering agreement rather than progressing a separate land agreement was consistent with the approach adopted on The Network Rail (Huddersfield to Westtown (Dewsbury) Improvements) Order 2022.

Voluntary Agreement

- 3.1.5 In her proof of evidence at Ms Hallam suggests that Network Rail had not sought to enter into a voluntary agreement. Network Rail are pursuing a voluntary agreement with the Trust. The negotiations are being led by the respective solicitors, Eversheds for Network Rail and Winkworth Sherwood for the Trust.
- 3.1.6 The agreement is based upon that agreed between the parties relating to The Network Rail (Huddersfield to Westtown (Dewsbury) Improvements) Order 2022. The agreement covers the relationship between the parties and enhances the protective provisions. Negotiations regarding the agreement are ongoing.
- 3.1.7 On 9th March 2026 a virtual meeting was held between the Trust and Network Rail teams, which included Ms Hallam in her roles as Property lead on his matter along with myself and Mr Arundale, Senior Surveyor of Network Rail. At the meeting Ms Hallam asked for Heads of Terms for land and land rights acquisition, and I said that I would send across Heads of Terms on that basis to her. At the meeting the parties also agreed progress with an agreement along the lines of that agreed on the Huddersfield to Westtown TWAO, which was progressed. Following the meeting, I was informed by Mr Arundale, , that, as the parties had agreed to progress based on the Huddersfield to Westtown agreement, Heads of Terms for property matters were not required. I am advised that following the meeting on 9th March, Mr Arundale contacted called Ms Hallam on 10 March to explain that this was the case.
- 3.1.8 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

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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.

- 3.1.9 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.

Conclusions

- 3.1.10 Network Rail has had substantive discussions with the Trust since 2024. Those discussions are ongoing. It has been agreed to generally follow the format of the Huddersfield to Westtown TWAO agreement, which did not include specific property provisions. There has been no failure to negotiate; indeed there has been extensive negotiation.

- 3.1.11 Network Rail will continue to engage with the Trust to finalise an agreement which we seek to document to the Inquiry, with a view to resolving outstanding concerns and, where possible, securing the withdrawal of objections.

4. WITNESS DECLARATION

4.1 Statement of declaration

Each named witness confirms that the declaration on their proof of evidence applies to the relevant parts of this rebuttal.