

Hybrid Bill Petition

House of Lords

Session 2017-19

High Speed Rail (West Midlands to Crewe) Bill June 2019

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

Your bill petition does not need to be signed.

Expand the size of the text boxes as you need.

1. Petitioner information

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

SHARON JAYNE AND MARTIN JOHN MAGEEY
LOCK COTTAGE, HOO MILL LANE, GREAT HAYWOOD ST18 0RS
ENGINEERING & CANAL SERVICES OF GREAT HAYWOOD LTD
THE WORKSHOPS, HOO MILL LANE, GREAT HAYWOOD
ST18 0RS

In the box below, give a description of the petitioners. For example, "we are the owners/tenants of the addresses above"; "my company has offices at the address above"; "our organisation represents the interests of..."; "we are the parish council of...".

- OWNERS OF THE PROPERTY WHICH INCLUDES:-
OUR RESIDENCE
- BUSINESS:- MODURINGS, WORKSHOPS, CAFE, BAKERY, SHOP
COFFEE ROASTERY, POTTERY & CRAFT WORKSHOPS
OUTSIDE CATERING EVENTS
RESID SMALL HOLDING CPH ST18 0RS, CHICKENS, TURKIES, PIGS
APIARY, ORCHARD, POLYTUNNEL, BREEDING ALPACA HERD

2. Objections to the Bill

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

Only objections outlined in this petition can be presented when giving evidence to the committee. You will not be entitled to be heard on new matters.

PLEASE SEE ATTACHED ①, ② & ③

①

- ① OUR BUSINESS AND LIVELIHOOD CONTINUES TO BE SIGNIFICANTLY AFFECTED BY THE HS2 a PROPOSAL AND HAS BECOME EVEN MORE SO BY THE EXTRA LAND TAKE AS REQUIRED AT AP2.
- ② BOTH OUR RESIDENCE AND BUSINESS ASSETS HAVE AND CONTINUE TO DETERIORATE DUE TO OUR REDUCED INCOME AS A DIRECT EFFECT FROM THE HS2 CONSTRUCTION ELEMENTS THAT WILL BE VISIBLE AND PLACE OBSTACLES IN OUR WAY HINDERING OUR ABILITY TO MAKE ENDS MEET.
- ③ OUR CUSTOMERS, NARROW BOAT MOORERS, CANAL USERS ARE NOW CHOOSING TO LEAVE + NOT PLACE ENGINEERING/ DRY DOCK WORKS WITH US. THIS HAS CAUSED A HUGE GAP IN OUR INCOME WE NOW DO NOT EVEN HAVE THE 'NORMAL' BUSINESS BENEFITS OF BEING ABLE TO HAVE AN OVERDRAFT TO FALL BACK ON AND BASED ON THIS FACT FOR AT LEAST THE PAST 3 YEARS WE HAVE HAD TO DIRECT MONIES 'TO THE WHO SHOUTS LOUDEST'
- ④ WE HAVE BEEN LIVING IN A STATE OF ON HOLD AND WHEN WE HAVE PUT SOMETHING IN PLACE TO NEGATE THE EFFECTS HAVE FOUND OUR EFFORTS THWARTED. THE DEVELOPMENTS AND DIVERSIFICATION THAT WE HAVE ATTEMPTED :- ALPHA EXPERIENCES, CARAVAN CLUB SITE, OUTSIDE CATERING, EVENTS AND CRAFT WORKSHOPS HAVE ALL BEEN EXTINGUISHED.
- ⑤ AS AT AP2 NOT ONLY WILL WE HAVE A MAJOR CONCRETE COMPOUND AND ACCOMMODATION WITHIN VIEWABLE AND VISIBLE AT APPROX 120M FROM OUR HOUSE BUT NOW THERE WILL ALSO BE MAJOR WORKS CARRIED OUT AT THE BOTTOM OF OUR LAND WHERE THE HAUL ROUTE RUNS THROUGH. THIS WILL ADD MORE IMPACT ON OUR MOORERS, TRANQUILL PLACE TO MOOR.

PLEASE SEE ATTACHED ②

(2)

⑥ WHERE OTHER AREAS SEEM SEEM TO HAVE HAD OTHER EFFECTS ON THEIR BUSINESS / LIVELIHOODS WE ^{CONSIDERED WE} APPEAR TO HAVE JUST HAD THE BE FACT THAT SOME 'AGRICULTURAL' LAND WILL BE REQUIRED TEMPORARILY. NO ASSESSMENT SEEMS TO HAVE BEEN CARRIED OUT ON:-

- TRAFFIC - THERE SEEMS TO BE MORE TRAFFIC TAKEN OFF PUBLIC ROADS AND WILL BE ROUTED ALONG THE HAUL ROUTE THAT RUNS AT THE BOTTOM OF OUR FIELD 'API & AP2 LAND TAKE' WE FIND IT DIFFICULT TO SWALLOW THAT OUR MOORERS, CUSTOMERS, OURSELVES AND OUR FAMILY ARE CONSIDERED NOT TO BE SIGNIFICANTLY IMPACTED, NOISE, LIGHT DUST ETC.

- HEALTH - AT PRESENT WE LIVE IN A TRANQUILL SECLUDED SPOT WITH NO NEAR NEIGHBOURS. THIS GREEN OPEN SPACE IS ENJOYED BY NOT ONLY THOSE LISTED ABOVE BUT ALSO GOLF WALKERS, VISITORS AND CANAL TRAFFIC. THE USE OF THE LAND REQUIRED AT AP2 WILL AFFECT US ALL DIRECTLY ON A DAILY BASIS FOR THE DURATION OF THE CONSTRUCTION

- BUSINESS - AS STATED EARLIER OUR BUSINESS HAS ALREADY BEEN SIGNIFICANTLY IMPACTED BY PEOPLE CHOOSING TO MOVE WITH THE ADDITIONAL LAND TAKE THIS COULD MEAN THAT WE HAVE TO CLOSE DOWN MOORINGS BASED ON THE FACT THAT WE WILL HAVE TO RECONFIGURE THE MOORING FOR THE LOSS OF 'CANAL BANK' AND AS WE WILL

PLEASE SEE ATTACHED (3)

PPA

③

ALSO HAVE TO RECONFIGURE THE LAND FOR TO ENSURE THAT THE ALPACAS HAVE ENOUGH SUITABLE GRAZING. THIS ALSO MEANS THAT PART OF THE HERD WILL HAVE TO BE RELOCATED TO THE TOP FIELD MEANING THAT WE WILL NOT NOW HAVE THE SPACE TO CREATE THE CARAVAN CLUB SITE, FOR WHICH WE HAVE BOUGHT AND LAID CABLES, WATER PIPES AND HAVE WASTE TANK READY TO BURY IN THE GROUND. THE POLYTUNNEL WILL NEED TO MOVE HERE TOO.

*

⑦ DUE TO THESE IMPACTS WE MAY FIND OURSELVES IN THE SITUATION THAT WE ARE ABLE TO RUN THE BUSINESS OR LIVE HERE WITHOUT SOME FORM OF FINANCIAL SUPPORT

⑥ WHEN THE CONSTRUCTION IS OVER WE MAY NOT BE IN A POSITION TO BUY BACK THE LAND COMPULSORY PURCHASED FROM US.

* MOVING ALL OF THIS TO THE TOP FIELD MAY ALSO AFFECT OUR ABILITY TO KEEP ALL OF THE MODELS IN THE TOP FIELD.

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

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

The committee cannot reject the Bill outright or propose amendments which conflict with the principle of the Bill. But it can require changes to the Government's plans in response to petitioners' concerns, which can take the form of amendments to the Bill or commitments by HS2 Ltd.

You can include this information in your response to section '2. Objections to the Bill' if you prefer. Please number each paragraph.

PLEASE SEE ~~ATTACH~~ ATTACHED (4) + (5)

If you have already petitioned against the High Speed Rail (West Midlands to Crewe) Bill, please give your petition number.

HS2-P2A-192.
HS2-AP2-074-1

Next steps

Once you have completed your petition template, save it and either email it to privateandhybridbill@parliament.uk, post to Private and Hybrid Bill Office, House of Lords, London, SW1A 0AA, or call 020 7219 3231 to arrange a time to deliver it in person.

WHAT WE WANT DONE IN RESPONSE

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TO ENABLE EXISTING MOOREES TO STAY ON SITE:-

- RE CONFIGURE BASIN AND LINEAR MOORING SPACES GIVING GREATER DISTANCE FOR OUR CUSTOMERS FROM ACTUAL WORK SITE/HAIL ROUTE.
- FENCE BOTTOM FIELD, SCREEN WORKS AREA TO REDUCE VISUAL EFFECTS, LIGHT, NOISE DUST ETC.

TO ENSURE ENOUGH GRAZING LAND/WELFARE FACILITIES FOR OUR SMALL ALPACA HERD:-

- FENCE SECURELY LAND AROUND WORK/HAIL ROUTE AREA, ~~TO PRO~~ AND THE EXISTING NAGLESFIELD/COLLICH LINE INCLUDING SCREENING FROM COMPOUND AND NETWORK RAIL ENABLING WORKS. FIELD SHELTER, CATCH/HOLDING PEN
- RE-BUILD BARN TO HOUSE, FEED, HAY, PNM AND PROVIDE ANIMAL WELFARE FACILITIES.
- BUILD CAR PARK AND PATHWAYS IN TOP FIELD, FENCE OFF AND PREPARE LAND FOR GRAZING PURPOSES FOR THE ALPACAS WITH FIELD SHELTER - WATER + ELECTRICITY POINTS CATCHING/HOLDING PEN.

POLYTUNNEL, ORCHARD + APIARY:-

- ~~MOVE POLYTUNNEL~~ PREPARE GROUND, DIG UP EXISTING ESTABLISHED TREES/VINES ETC
- MOVE POLYTUNNEL TO TOP FIELD, BUILD RASSED BEDS, WELL/RANWATER COLLECTION FOR IRRIGATION SYSTEM
- PURCHASE NEW HIVES AND RELOCATE BEES

PURCHASE VEHICLE TO ENABLE MOVEMENTS OF ANIMALS, FEED, HAY, MUCK ETC BETWEEN TWO FIELDS.

PLEASE SEE CONTINUED @ 5

5

OTHER:-

- BUILD BAKERY TO ENABLE US TO BAKE GREATER QUANTITIES/MORE OFTEN FOR SALES TO OUR CUSTOMERS ON SITE, THROUGH SHOP/CAFÉ, MARKETS + OUTSIDE CATERING EVENTS.
- RENTAL AGREEMENT RATHER THAN COMPULSORY PURCHASE BOTH LAND IN BOTTOM FIELD + HOO MILL LANE, ASI END.

FINANCIAL SUPPORT:-

- PROVISION OF FINANCIAL SUPPORT TO ENSURE OUR BUSINESS + LIFESTYLE SURVIVES. COVER COSTS FOR ACTUAL + FUTURE LOSSES BASED ON REDUCTION OF BOATS MOORED, CARAVAN CLUB, ALFACA/THERAPY EXPERIENCES, CARAVAN CLUB RALLIES, PASSING CANAL TRADE ETC.
- RELOCATE OUR BUSINESS AS A WHOLE TO A SITE WHERE WE CAN CARRY ON OUR BUSINESS, RESIDENCE, WORKSHOPS, CRAFT FACILITIES, SHOP, CAFÉ, STORAGE, FOR CAR VEHICLES AND FULM

SINCE HS2 HAVE TAKEN FORWARD A REQUEST FOR SOFS TO PURCHASE OUR PROPERTY USING A TYPICAL 'PROCESS'. WE HAVE RECIVED THE OFFER AND UNFORTUNATELY THE FIGURE IS NOT SUFFICIENT TO PURCHASE ANOTHER ~~AND~~ AN ALTERNATIVE SITE THAT WOULD FULFIL OUR REQUIREMENTS.

October 2019

**HIGH SPEED RAIL (WEST MIDLANDS -
CREWE) BILL**

**HOUSE OF LORDS
SELECT COMMITTEE**

**Petition No. HS2-HOL-034:
Sharon Jayne & Martin John Mawbey**

Promoter's Response Document

INTRODUCTION

This Promoter's Response Document (PRD) forms the Promoter's response to Petition No. HS2-HOL-034, from Sharon Jayne & Martin John Mawbey.

In this PRD, 'the Promoter' means the Secretary of State and HS2 Ltd acting on his behalf.

The purpose of the PRD is to advise you and the Select Committee of the Promoter's position in relation to the petitioning points raised. It is intended that the PRD will alleviate many of the concerns raised in the petition.

The Table of Contents overleaf lists the page number, petitioning points in the order they appear in the petition, and a summary statement of the issue(s) contained in the petition for quick reference. Other supporting material (e.g. reports, drawings and photographs) referred to in the response are attached where applicable.

Copies of the HS2 Phase 2A Information Papers referred to in the response can be found at
<http://www.gov.uk/government/collections/high-speed-rail-west-midlands-to-crewe-bill>.

Department for Transport
High Speed Two (HS2) Limited

BACKGROUND

Sharon Jayne and Martin John Mawbey are the owners of Engineering and Canal Services of Great Haywood Ltd ("the Petitioners"). The Petitioners' residence is Lock Cottage, Hoo Mill Lane, and the Petitioners' business is based at The Workshop, Hoo Mill Lane, both ST18 0RG.

The Petitioners' business comprises, amongst other things, moorings, workshops, a café and a pottery studio. In addition, the land houses chickens, turkeys, pigs, alpacas and bees, as well as polytunnel with small orchard.

The Petitioners' property is adjacent to land required for proposed environmental mitigation, approximately 90m away from temporary worker accommodation for the Trent South Embankment and approximately 190m away from the Trent South Embankment Main Compound. Land is required at the bottom of the Petitioner's property in order to construct a haul route, including temporary bridges.

In May 2018 the Petitioners were sent a PRD for their Petition against the Bill and AP1 to the Bill (Petition Nos. HS2-P2A-192 and HS2-AP1-028, attached at Annex A and B), and in April 2019 the Petitioners were sent a PRD for their Petition against AP2 to the

Bill (Petition No. HS2-AP2-073, attached at Annex C); the Petitioners appeared before the House of Commons Select Committee on 12th June 2018.

The House of Commons Select Committee recommended in its second special report that the Promoter ensure contractor accommodation at a compound next to the Petitioner's property 'should be no higher than two site huts'.

The Promoter has given the Petitioners an assurance that the nominated undertaker will be required to limit the external elevation of the temporary worker accommodation at the neighbouring Trent South Embankment main compound to no more than two storeys.

The Petitioners expressed concern regarding the continued access to their property using Hoo Mill Lane, which the Promoter responded to by giving an assurance that it will require the nominated undertaker in constructing the utility diversion in the Hoo Mill Lane area to use reasonable endeavours to maintain access to the Property at all times.

PETITION NO. HS2-HOL-034

SHARON JAYNE & MARTIN JOHN MAWBEY

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ATTACHMENTS

Title
Annex A: House of Commons Promoter's Response Document May 2018
Annex B: House of Commons Promoter's Response Document May 2018
Annex C: House of Commons Promoter's Response Document April 2019
Annex D: Payment of Claimants Professional Fees Policy 2019
Annex E: Letter acknowledging Petition March 2019

HOUSE OF LORDS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Sharon Jayne & Martin John Mawbey

PETITION NO: HS2-HOL-034

PARAGRAPH NO: 2.1 - 2.6

ISSUE RAISED: Construction impacts

PETITION PARAGRAPH: 2.1 Our business and livelihood continues to be significantly affected by the HS2A proposal and has become even more so by the extra land take as required at AP2.

2.2 Both our residence and business assets have and continue to deteriorate due to our reduced income as a direct effect from the HS2 construction elements that will be visible and place obstacles in our way hindering our ability to make ends meet.

2.3 Our customers, narrow boat moorers and canal users are now choosing to leave and not place engineering/dry dock works with us. This has caused a huge gap in our income, we now do not even have the 'normal' business benefits of being able to have an overdraft to fall back on and based on this fact for at least the past 3 years we have had to direct monies 'to he who shouts loudest'.

2.4 We have been living in a state of on hold and when we have put something in place to negate the effects have found our efforts thwarted. The developments and diversification that we have attempted:- Alpaca Experiences, Caravan Club Site, Outside Catering, Events and Craft Workshops have all been extinguished.

2.5 As at AP2 not only will we have a major construction compound and accommodation visible at approx. 120m from our house but now there will also be major works carried out at the bottom of our land where the haul route runs through. This will add haul route runs through this and will add more impact on our moorers, tranquil place to moor.

2.6 Where other areas seem to have had other effects on their business/livelihoods considered we appear to have just had the fact that some 'agricultural' land will be required temporarily. No assessment seems to have been carried out on:

- Traffic: There seems to be more traffic taken off public roads and will be routed along the haul route that runs at the bottom of our field, 'AP1 and AP2 Land Take'. We find it difficult to swallow that our moorers, customers, ourselves and our family are considered not to be significantly impacted, noise, light, dust, etc.
- Health: At present we live in a tranquil secluded spot with no near neighbours. This green open space is enjoyed by not only those listed above but also walkers, visitors and canal traffic. The use of the land required at AP2 will affect us all directly on a daily basis for the duration of the construction.

PROMOTER'S RESPONSE:

Impacts from the Bill scheme

1. The Promoter included land at the Southern end of the Petitioner's property in order to construct the Trent South embankment main compound which provide for civil engineering works and railway system works and will support the seven civil satellite compounds in the Colwich to Yarlet area (CA2) and nine civil satellite compounds in the Fradley to Colton area (CA1) (shown on map CT05-212).¹
2. The Promoter included land in the Bill approximately 90m away from the Petitioner's property, in order to construct the Trent South Embankment Temporary Worker Accommodation for up to 240 workers including welfare facilities and parking.
3. The Petitioners petitioned the Bill stating that their business had already been affected by the HS2 proposed scheme, and that their business plans had paused due to uncertainty from the Proposed Scheme. The Petition also referred to existing issues with West Coast Mainline, and the potential issues of dust, noise and vibration in the construction and operation of the proposed HS2 scheme.

¹ See CT-05-212 (page 30)

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/628316/E19_VOL2_CA02_WATERMARKED.pdf

Impacts from Additional Provision 1 (AP1)

4. The Promoter included additional land take in AP1 for Hoo Mill Lane, which was required for the permanent diversion of three Severn Trent Water sewers adjacent to the Macclesfield and Colwich line².

5. In May 2018 the Petitioners were sent a PRD for their Petition against AP1. The Petition addressed continued access to Hoo Mill Lane, requested that HS2 Ltd compulsory purchase additional land to the rear of the Petitioner's property to compensate for the loss of safeguarded land within their property, and reiterated a desire for compensation for "loss of income from reduced business etc".

House of Commons appearance

6. The House of Commons Select Committee heard the Petitioners on 12 June 2018, when the Petitioners voiced their concerns resulting from the Bill and AP1, including the proximity of the Temporary Worker Accommodation and access on Hoo Mill Lane which have been addressed by the below assurances.

7. On 23 July 2018, the House of Commons Select Committee on the High Speed Rail (West Midlands – Crewe) Bill published its Second Special Report of the 2017-19 session.

8. In paragraph 42 of the report the Select Committee said: "Mrs Mawbey lives beside the Trent and Mersey Canal and has a boat building and narrow boat hiring business. She also has a shop and café, produces pottery and has alpacas. The scheme proposes a compound next to her property. We direct HS2 to ensure that contractor accommodation at that compound should be no higher than two site huts."

9. On 8 June 2018 the Petitioners were offered the following assurance regarding access to Hoo Mill Lane:

"The Promoter will require the nominated undertaker in constructing the utility diversion in the Hoo Mill Lane area to use reasonable endeavours to maintain access to the Property at all times.

In this assurance:

"Property" means Lock Cottage, Hoo Mill Lane, Great Haywood, Staffordshire ST18 0RG and/or Engineering and Canal Services of Great Haywood Ltd, The Workshops, Hoo Mill Lane, Great Haywood, ST18 0RG."

10. On 13 November 2018 the Petitioners were offered the following assurance regarding the Trent South Embankment Temporary Worker' Accommodation:

² See CT-05-212 (page 26)

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/692600/G15_Volume_2_CA2_map_book.pdf

“The Promoter will require the nominated undertaker in the exercise of the powers of the Bill to limit the external elevation of the building or buildings comprising the Trent South Embankment Temporary Worker Accommodation to two storeys.

In this assurance:

“Trent South Embankment Temporary Worker Accommodation” means the temporary worker accommodation proposed for the Trent South embankment main compound as set out at paragraph 2.3.32 of the Colwich to Yarlet Community Area 2 report in Volume 2 of the Environmental Statement deposited with the Bill and shown on Map CT-05-212 in grid squares F1 to F3.”

Additional Provision 2 (AP2) - Engagement

11. The Promoter met with the Petitioners last on 15 August 2019 to discuss the AP2 changes in the vicinity of the property. Prior to this the Promoter met with the Petitioners on 15 January 2019 to specifically discuss the AP2 effects on the area, and also met on 29 October 2018 at an information event.

Impacts from AP2

12. Within AP2, the Promoter has included additional land, changes to Bill powers and additional powers for construction activities at Great Haywood, which can be found in the Supplementary Environmental Statement 2 and AP2 Environmental Statement Volume 2: Community Area report.³ Specifically, the following two changes which most relates to the Petitioner’s property:

- as found in section 5.8, page 129 of the Supplementary Environmental Statement 2 and Additional Provision 2 Environmental Statement Volume 2: Community Area report, “Additional land and a change to Bill powers required for construction activities at Great Haywood (AP2-002-008)”.
- as found in section 5.9, page 134 of the Supplementary Environmental Statement 2 and Additional Provision 2 Environmental Statement Volume 2: Community Area report, “Additional land and a change to Bill powers required for the diversion of a National Grid gas pipeline and a new utility compound, north-west of Great Haywood Marina (AP2-002-009)”.

13. Prior to the assessment, a scoping exercise was used to determine whether the Supplementary Environmental Statement 2 (SES2) changes and the AP2 amendments had the potential to result in any likely new or different significant environmental

³ See Supplementary Environmental Statement 2 and Additional Provision 2 Environmental Statement Volume 2: Community Area report
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/775952/J11_HS2_Phase_2a_AP2_ES_Volume_2_CA2_Colwich_to_Yarlet.pdf

effects, separately and cumulatively, compared with those reported in the main ES, as amended by the SES1, taking into account any relevant AP1 amendments.

14. Any SES2 changes and AP2 amendments identified as having such potential were then subject to further assessment, following the methodology outlined for each relevant environmental topic in the Scope and Methodology Report (SMR) and SMR Addenda and any new or different significant effects arising from the changes and amendments are reported in the SES2 and AP2 ES Volume 2 community area reports.

15. The Promoter's position is that the ES and subsequent SES provide a robust assessment of the current proposals and adequately report the potential significant effects of both the construction and operation of the Proposed Scheme in line with the requirements of Parliamentary Standing Order 27A and the Environmental Impact Assessment Directive. The ESs fully comply with all UK and EU legal requirements and have been developed in accordance with the accepted best practice methodologies recommended by a range of UK institutional bodies.

Agricultural assessment of land holding

16. The Promoter has undertaken extensive investigation of the effects of the Proposed Scheme on farms, estates and rural businesses, through a programme of farm and business impact assessments, environmental surveys (including soils and Agricultural Land Classification) and direct discussions with farmers and landowners along the route of the Proposed Scheme, including the effects and the possible mitigation options arising from land severance.

17. The method employed to determine the quality of agricultural land that would be affected by Proposed Scheme relies on the well-established Agricultural Land Classification (ALC) guidance and criteria which grade agricultural land between Grades 1 and 5, depending on the extent and severity of limitations to agricultural use. The best and most versatile agricultural land comprises Grades 1, 2 and 3a.

18. The temporary and permanent effects assessed within the Petitioners' land holding (CA2/17) constitute a minor adverse impact on the holding during construction and operation.

19. Effects on individual farm holdings are set out in the Volume 2 Community Area reports and in more detail in Volume 5 of the Environmental Statements. Effects vary according to the amount of land required for the project, the extent of severance, the impacts on farm infrastructure and the impacts of construction on land uses and operations.

The Code of Construction Practice

20. The Petitioners' original Petition to the Bill stated that: "During construction there will be noise, people, dust, light pollution and mud etc from the A51 compound and its batching operation, plus all of the heavy equipment movements on our land. We will also have these effects from the works at the bottom of our field."

21. The Promoter's Response Document of the time outlined HS2 Phase 2A Information Paper E1: Control of Environmental Impacts:

"there are three distinct components that, taken together, will effectively control the environmental impacts of the construction and operation of the Proposed Scheme. They are:

- arrangements within the Bill for approving detailed design and construction arrangements;
- policies, commitments and undertakings entered into outside of the Bill; and
- existing legislation, unless expressly or impliedly disapplied or modified by the Bill."

22. These controls, contained in the Bill and in general legislation along with undertakings given by the Secretary of State, "will ensure that impacts which have been assessed in the ES will not be exceeded".

23. HS2 Phase 2A Information Paper D3: Code of Construction Practice (CoCP), further explains that the environmental and sustainability commitments that the Government will enter into through the Bill process:

"are known as the Environmental Minimum Requirements (EMRs) and consist of a suite of framework documents which will:

- define the ways in which the nominated undertaker will engage with people affected by the Proposed Scheme; and
- explain how measures designed to protect communities and the environment will be put in place alongside detailed design and construction."

24. The Promoter has provided an assurance in section 3.5 of the draft Environmental Memorandum that the nominated undertaker would put in place an environmental management system compliant with BS EN ISO14001.

25. The draft Environmental Memorandum includes a commitment to an appropriate monitoring and environmental management regime. This is a commitment made by the Secretary of State and the nominated undertaker and contractors would be contractually bound by it. In regard to created habitats, section 4.8.5 of the draft Environmental Memorandum contains a commitment to monitor and manage new habitats for an appropriate period to ensure that the objectives of the habitat creation are met. Appropriate management periods are being discussed with Natural England and further details would be set out in the final Environmental Memorandum.

The traffic and transport assessment

26. The count data and the traffic analysis undertaken is appropriate for this stage in the development of the project. It is sufficient for the purposes of developing the

highway proposals and mitigations in sufficient detail to determine the necessary limits of the Bill powers and for assessing the environmental effects of the proposals.

27. During construction works for the Proposed Scheme, the nominated undertaker would require that the impacts on the local community from construction traffic are minimised by its contractors and that public access is maintained where reasonably practicable. Impacts on local traffic would be managed in accordance with Local Traffic Management Plans, which would be developed with the relevant highway authority and other key stakeholders.

28. This and other measures to control traffic impacts are set out in the draft Code of Construction Practice (CoCP) and would be developed further during the detailed design phase.

Construction haul route - control of dust

29. During the passage of the Bill in the Commons a number of petitioners, including the Local Highway Authorities, requested that we seek to reduce construction traffic movements on the public highway through greater use of haul roads. A haul route has been proposed adjacent to the Great Haywood viaduct, in the vicinity of the Trent South Embankment (North) transfer node and Trent South Embankment batching plant. The haul route will be provided through the works for use by construction vehicles to access the works. The construction and maintenance of the haul routes will include the following measures, as appropriate:

- the surfacing and maintenance of haul routes to control dust emissions as far as reasonably practicable, taking into account the contractors' intended level of traffic movements;
- inspection of haul routes regularly and their prompt repair if required;
- re-use of haul route surfacing materials where the locations of haul routes change during the course of construction;
- provision of areas of hard-standing at site access and egress points to be used by any waiting vehicles;
- methods to clean and suppress dust on haul routes (including watering) and in designated vehicle waiting areas. The frequency of cleaning will be suitable for the purposes of suppressing dust emissions from the site boundaries; and
- enforcement of speed limits on haul roads for safety reasons and for the purposes of suppressing dust emissions.

30. On the basis that Best Practicable Means are applied to manage dust as set out in the draft CoCP, the conclusion of the Environmental Impact Assessment is that dust would not cause significant impacts at any locations. The assessment of the potential impacts has been made using the Institute of Air Quality Management's "Guidance on the assessment of dust from demolition and construction" (2012). The assessment for each Community Area is presented in Volume 2 of the Environmental Statement (ES).

31. The provisions to control potential sources and emissions of dust are set out in Chapter 7 – Air Quality of the draft CoCP.

32. Measures to control dust are to be applied where appropriate with respect to:

- General provisions to manage dust;
- Site management;
- Construction plant, vehicles and equipment;
- Transportation and handling of materials;
- Haul routes;
- Road cleanliness; and
- Monitoring to assess the effectiveness of measures to prevent dust emissions.

33. With the application of the mitigation measures contained in the draft CoCP, no significant effects are anticipated from the risks associated with the dust generating activities at the Petitioner's property. The basis for this conclusion can be found in the Environmental Statement Volume 5: Appendix AQ-001-001, where the scale of dust emissions and the sensitivity of the area and receptors are fully described.

34. Further information can be found in HS2 Phase 2A Information Paper D3: Code of Construction Practice.

Construction and operational noise

35. The operational assessment of the Proposed Scheme takes into account both the route-wide and localised control measures proposed in the ES. The construction assessment takes into account the implementation of the draft CoCP and localised control measures proposed in the ES. As the design progresses these proposals will continue to be reviewed to ensure that the Promoter's noise and vibration policy aims are met. These are set out in:

- HS2 Phase 2A Information Paper E9: Control of Airborne Noise;
- HS2 Phase 2A Information Paper E10: Control of Ground-borne Noise and Vibration from the Operation of Temporary and Permanent Railways;
- HS2 Phase 2A Information Paper E11: Control of Noise from the Operation of Stationary Systems;
- HS2 Phase 2a Information Paper E12: Operational Noise and Vibration Monitoring Framework; and
- HS2 Phase 2a Information Paper E13: Control of Construction Noise and Vibration.

36. At the Petitioners' property, represented by location ID12284, the Proposed Scheme is reported to have no likely adverse effect during construction and no likely significant adverse effect during operation. Whilst the effects are unlikely to be significant at the property, the nominated undertaker would be required to take all reasonable steps to minimise adverse effects of noise during detailed design

37. The Promoter's policy on assessing and controlling the noise and vibration impacts represents its interpretation of the Government's Noise Policy Statement for England

(NPSE). The Promoter's setting of values for effect levels had due regard to established practice, research results, guidance in national and international standards, guidance from national and international agencies and independent review by academic, industry and Government employees. They have also been subjected to further independent scrutiny during Parliamentary proceedings and are provided as draft route-wide assurances for the Proposed Scheme.

Construction lighting

38. As set out in the draft Code of Construction Practice (CoCP), lighting would be designed, positioned and directed so as not to unnecessarily intrude on adjacent buildings and structures to prevent unnecessary disturbance, interference with local residents, railway operations, passing motorists, or the navigation lights for air or water traffic. This provision would apply particularly to sites where night working would be required. In addition, at construction sites where potentially significant impacts are identified, the lead contractor would develop and implement lighting controls as part of their environmental management systems (EMS).

39. Site lighting would be provided at the minimum luminosity necessary and use low-energy-consumption fittings. Where appropriate, lighting to site boundaries would be provided and illumination would be sufficient to provide a safe route for the passing public. In particular, precautions will be taken to avoid shadows cast by the site hoarding on surrounding footpaths, roads and amenity areas. Where appropriate, lighting would be activated by motion sensors to prevent unnecessary usage. It would comply with the Institute of Lighting Professionals' Guidance notes for the reduction of obtrusive light and the provisions of BS 5489, Code of practice for the design of road lighting, where applicable.

Impacts on health

40. Health is a new topic in the Environmental Impact Assessment (EIA), introduced as a result of Directive 2014/52/EU. The definition of health used in the assessment follows that of the World Health Organization, which describes health as "a state of complete physical, mental and social wellbeing and not merely the absence of disease or infirmity". The Promoter has produced a Health Impact Assessment (HIA) alongside the Bill.

41. The Health Assessment was undertaken as part of the design and planning process for the Proposed Scheme, prior to deposit of the Bill. It qualitatively assesses the potential effects of construction and operation of the Proposed Scheme on a range of social, economic and environmental factors that are known to influence health. A quantitative assessment of health effects has been undertaken, for health and wellbeing effects associated with noise and air quality, this has been based on established assessment methodologies. The Health Assessment does not describe the health effects on individuals as an individual's response to such changes depends on many factors, including, for example, their existing health status.

42. The Health Assessment identifies reasonably practicable measures to prevent or to reduce adverse health effects, or to provide mitigation or compensation to those affected. The health and wellbeing effects of the Proposed Scheme were considered at community and route-wide level.

43. Interventions to reduce health effects have been incorporated through the Proposed Scheme design, for example, by avoiding residential properties and other sensitive receptors, where reasonably practicable, altering vertical alignment of the route and through the incorporation of bunds and other measures to reduce noise and visual effects.

44. Additionally, the Promoter is committed to being a good neighbour by treating affected communities with respect and consideration, and by focusing on minimising and mitigating impacts, whilst maximising the benefits both locally and nationally across the UK.

45. HS2 Ltd's Residents' Charter sets out 10 community commitments, including that HS2 Ltd would respect the wellbeing of affected communities, minimise disruption to their lives with local mitigation plans and activities, and ensure that the standards set out in the draft Code of Construction Practice are met.

46. More generally, the Promoter takes its equality duty seriously, in terms of addressing the needs of those stakeholders with protected characteristics - age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation – and an Equalities Impact Assessment (EqIA) was one of the documents published alongside the Bill in July.

47. In addition, updates to the original EqIA were published in February of 2019 as a result of the changes and amendments included within the Supplementary Environmental Statement and Additional Provision Environmental Statement as well as the Supplementary Environmental Statement 2 and Additional Provision 2 Environmental Statement of 2017.

HOUSE OF LORDS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Sharon Jayne & Martin John Mawbey

PETITION NO: HS2-HOL-034

PARAGRAPH NO: 2.6 - 2.8, 3.1 – 3.7

ISSUE RAISED: Acquisition and Compensation

PETITION PARAGRAPH: 2.6 Business: As stated earlier our business has already been significantly impacted by people choosing to move with the additional land take this could mean that we have to close down moorings based on the fact that we will have to reconfigure the mooring for the loss of 'canal bank' and we will also have to reconfigure the land to ensure that the Alpacas have enough suitable grazing. This also means that part of the herd will have to be relocated to the top field meaning that we will not now have the space to create the caravan club site for which we have bought and laid cables, water pipes and have a waste tank ready to bury in the ground. The Polytunnel will need to move here too. Moving all of this to the top field may also affect our ability to keep all of the moorers in the top field.

2.7 Due to these impacts we may find ourselves in the situation that we are unable to run the business or live here without some form of financial support.

2.8 When the construction is over we may not be in a position to buy back the land compulsorily purchased from us.

3.1 To enable existing moorers to stay on site:-

- Re-configure basin and linear mooring spaces giving greater distance for our customers from actual work site/haul route
- Fence bottom field, screen works area to reduce visual effects, light, noise, dust, etc.

3.2 To ensure enough grazing land/welfare facilities for our small Alpaca Herd:-

- Fence securely land around work/haul route area and the existing Macclesfield/Colwich line including screening from compound and Network Rail enabling works. Field shelter, catch/holding pen.
- Re-build barn to house, feed, hay, and provide animal welfare facilities.
- Build car park and pathways in top field, fence off and prepare land for grazing purposes for the Alpacas with field shelter – water and electricity point, catching/holding pen.

3.3 Polytunnel, Orchard and Apiary:

- Prepare ground, 'dig up' existing established trees/vines, etc
- Move Polytunnel to top field, build raised beds, well/rainwater collection for irrigation system
- Purchase new hives and relocate bees

3.4 Purchase vehicle to enable movements of animals, feed, hay, muck, etc, between two fields

3.5 Other:

- Build Bakery to enable us to bake greater quantities/more often for sales to our customers on site, through shop/café, markets and outside catering events.
- Rental agreement rather than compulsory purchase both land in bottom field and Hoo Mill Lane, A51 end.

3.6 Financial Support:

- Provision of financial support to ensure our business and lifestyle survives, cover costs for actual and future losses based on reduction of boats moored, caravan club, Alpaca/Therapy Experiences, Caravan Club Rallies, passing canal trade, etc.
- Relocate our business as a whole to a site where we can carry on our business resident, workshops, craft facilities, shop, café, storage for vehicles and P&M

3.7 HS2 have taken forward a request for SoS to purchase our property using a typical 'process'. We have received the offer and unfortunately the figure is not sufficient to purchase an alternative site that would fulfil our requirements.

PROMOTER'S RESPONSE:

Payment of compensation

1. The Promoter has previously responded to the Petitioners' in its letter of 26 March 2019 (attached at annex E) confirming that it will investigate the proposals the Petitioners outlined to adapt their property, and will continue to engage with the Petitioners on these matters. The Promoter intends to work with landowners to understand and mitigate the effects of the Proposed Scheme on their activities and ensure fair compensation for any compulsory purchase of land under the Compensation Code.

2. The Compensation Code is explained in the HS2 Phase 2A Information Paper C8: Compensation Code for Compulsory Purchase. The Compensation Code is a collective term used for the principles set out in legislation, primarily the Land Compensation Act 1961, the Compulsory Purchase Act 1965, and the Land Compensation Act 1973 (as amended). This is supplemented by case law relating to relevant compulsory acquisitions.

3. The principle of the Compensation Code is to provide for the payment of fair compensation to an owner whose land is compulsorily purchased for public works. Depending on the particular circumstances in each case, compensation can be claimed under the following categories:

- The open market value of land taken (assuming 'no scheme');
- Severance and injurious affection (this means the depreciation in the value of land retained where part only of the claimant's land holding is acquired);
- Disturbance (this represents costs and losses as a result of being disturbed from the occupation of a property);
- Loss payments (these are an additional set payment depending on the nature of the interest being acquired). For owner-occupied land a statutory loss payment would comprise of a Basic Loss and Occupiers Loss; and
- Fees – the reasonable surveyor's fees incurred in preparing and negotiating a compensation settlement together with solicitor's fees for any conveyancing are normally paid by the acquiring authority. Further details on fees are contained in HS2 Phase 2A Information Paper C9: Recovery of Costs by Property Owners.

Buying back land acquired for the scheme

4. If land is acquired for the construction of the Proposed Scheme and is subsequently found no longer to be required, it would be sold subject to the Crichel Down Rules (the 'Rules'), as set out in HS2 Phase 2A Information Paper C6: Disposal of Surplus Land.

5. The basic principle behind the Rules is that where government wishes to dispose of land to which the Rules apply, former owners would be given first opportunity to re-purchase this land at current market value, provided it has not 'materially changed' in character since acquisition. The Rules (see Ministry of Housing, Communities and Local Government Guidance on Compulsory Purchase Process and the Crichel Down Rules for the disposal of surplus land acquired by or under the threat of, compulsion) would be applied when considering the question of 'material change'.

6. The Promoter has set out the circumstances where land would be used temporarily rather than permanently acquired. This is explained in HS2 Phase 2a Information Paper C3: Land Acquisition Policy. This Information paper states:

"[In relation to worksites] where the nature of the site or part of the site will not materially change and no new railway works will be constructed on the site. Often these sites can be returned to their original use. In these cases, if the landowner wishes, and it is economic for the Secretary of State to do so, he will normally be willing to agree to take the land temporarily rather than acquiring the freehold interest. When considering whether it is economic to do so, the Secretary of State may require the compensation for the temporary occupation of land to be agreed prior to exercising powers under the Bill as enacted"

7. The Promoter is currently discussing an agreement with the Petitioner to enter into an advanced compensation agreement (see below). This agreement could include an agreement to take temporary possession of the land required for the scheme.

Measures to address impacts on the Petitioners' property and business.

8. The Petitioner has described a number of measures they advise could mitigate the impacts of the proposed scheme on the Petitioners' canal frontage and land. The Promoter has been discussing these requests with the Petitioners since they were raised in their earlier petition against AP2.

9. The Promoter met with the Petitioners' on 17 April 2019, and tabled a draft Mitigation Agreement intended to outline mitigation measures to enable the Petitioners to feel able stay at the property

10. This agreement set out a number of specific advanced payments the Promoter was prepared to make to address the impacts of the Proposed Scheme. These payments included proposed sums for measures such as creating a new paddock for the alpaca herd and measures to mitigate the impacts on canal boats moored along the banks of the canal, as well as number of other matters. The agreement specified that the Petitioners would be entitled to make a further claim for other losses associated with the disruption to the Petitioners' business as a result of the Proposed Scheme when the Promoter was in a position to understand better the extent of those losses.

11. At this meeting both Petitioners advised that they considered the mitigation agreement would not be sufficient to address their concerns, and that their preference would be for the Promoter take forward a request to acquire the Petitioners' property.

Offer to acquire the Petitioners' Property and invitation to claim for business losses

12. The Promoter wrote to the Petitioners' on 1 May 2019 to confirm that they had been accepted as an atypical acquisition. This letter explained that the Promoter would carry out a valuation exercise to determine the value of the property and invited the Petitioners' to make a claim for the losses associated with the extinguishment of the business Engineering and Canal Services of Great Haywood Limited.

13. The Promoter made an offer to acquire the Petitioners' property on 31 July 2019. This offer covered the property value element of the atypical acquisition proposal, but did not cover the business extinguishment element, which remains open to the Petitioners to make a claim for. As set out in the letter of 31 July, the offer to acquire the Petitioners' property at this value is open for one year from the date of the letter.

14. The Promoter and the Petitioners met to discuss the acquisition offer on 15 August 2019. In this meeting the Petitioners explained that they felt the offer made by the Promoter was not sufficient for them to recreate their current lifestyle at another property.

Offer to negotiate Advanced Payment of Compensation

15. The Petitioners have also requested financial support to ensure their business and lifestyle survives and to cover costs for actual and future losses. The payment of compensation for losses is described in the HS2 Phase 2A Information Paper C8: Compensation Code for Compulsory Purchase and explained under the sub-heading "Payment of Compensation".

16. As a part of the assessment of compensation the Promoter has proposed to return to the draft Mitigation Agreement first discussed on 17 April but with some amendments. The principal amendment that the Promoter has proposed is that the agreement should bring forward some of the other disturbance elements of the Petitioners' claim not itemised in the earlier draft so that both parties can reach a settlement on the full claim.

17. The Promoter's Land and Property Consultants have been instructed to carry out this valuation exercise and to make a recommendation to the Promoter about the full amount of compensation that it would be able to pay under the Compensation Code. This assessment would bring together the itemised payments previously proposed and the claim for all other losses, which would include the business loss claim for the impact on Engineering and Canal Services of Great Haywood Limited.

18. A representative of HS2 Ltd met with the Petitioners on 11 September 2019 to discuss proposed advanced payment of compensation. At this meeting the Petitioners said that they will provide HS2 Ltd with summaries of their trading accounts so that HS2 Ltd can establish the impact of pre-acquisition losses and the effects on the business generally. The Promoter understands that the Petitioners are currently, compiling this information which will be critical to the assessment of the compensation claim.

Professional Representation

19. Throughout these discussions the Promoter and their agents have made clear to the Petitioners that they are entitled to professional advice and representation. HS2 Ltd has published a guide titled Payment of Claimants' Professional Fees (attached as annex D). This document states:

"It is important that people who are directly affected by proposed or actual HS2 works obtain professional advice from practitioners experienced in compulsory purchase and compensation.

The statutory framework for payment of compensation typically provides for reimbursement of professional fees upon the property being purchased by the acquiring authority. Since this might be several years away in the case of HS2, a discretionary policy has been introduced to sit alongside the statutory position. Under this policy, HS2 Ltd will consider the advance interim payment of reasonable professional surveyors' fees to landowners and property interests that are directly and significantly impacted by the HS2 scheme and where the landowner will in due course have a claim under the compensation code for compulsory purchase. This applies where it is reasonably necessary for the landowner to obtain professional advice in advance of any actual land acquisition or compulsory purchase."

20. The Promoter has made clear to the Petitioners that they fall within the scope of this policy and repeats its recommendation that the Petitioners seek professional advice.

21. The Promoter is continuing to engage with the Petitioners to address their outstanding issues.

May 2018

**HIGH SPEED RAIL (WEST MIDLANDS -
CREWE) BILL**

**HOUSE OF COMMONS
SELECT COMMITTEE**

**Petition No. HS2-P2A-000192:
Sharon Jayne Mawbey**

Promoter's Response Document

INTRODUCTION

This Promoter's Response Document (PRD) forms the Promoter's response to Petition No. HS2-P2A-000192, from Sharon Jayne Mawbey.

In this PRD, 'the Promoter' means the Secretary of State and HS2 Ltd acting on his behalf.

The purpose of the PRD is to advise you and the Select Committee of the Promoter's position in relation to the petitioning points raised. It is intended that the PRD will alleviate many of the concerns raised in the petition.

The Table of Contents overleaf lists the page number, petitioning points in the order they appear in the petition, and a summary statement of the issue(s) contained in the petition for quick reference. Other supporting material (e.g. reports, drawings and photographs) referred to in the response are attached where applicable.

Copies of the HS2 Phase 2A Information Papers referred to in the response can be found at <http://www.gov.uk/government/collections/high-speed-rail-west-midlands-to-crewe-bill>.

Department for Transport
High Speed Two (HS2) Limited

BACKGROUND

Sharon Jayne Mawbey is the Company Secretary of Engineering and Canal Services of Great Haywood Ltd ("the Petitioner"). The Petitioner's residence is Lock Cottage, Hoo Mill Lane, and the Petitioner's business is based at The Workshop, Hoo Mill Lane, both ST18 0RG.

The Petitioner's business comprises, amongst other things, moorings, workshops, a café and a pottery studio. In addition, the land houses chickens, turkeys, pigs, alpacas and bees, as well as polytunnel with small orchard.

The Petitioner's property is adjacent to land required for environmental mitigation, 90m away from temporary worker accommodation for the Trent South Embankment and 190m away from the Trent South Embankment Main Compound. Land is required for constructing temporary bridges.

PETITION NO. HS2-P2A-000192

SHARON JAYNE MAWBEY

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HOUSE OF COMMONS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF:	Sharon Jayne Mawbey
PETITION NO:	HS2-P2A-000192
PARAGRAPH NO:	2 .1 – 2.8, 3.1-3.4
ISSUE RAISED:	Construction: business significantly affected
PETITION PARAGRAPH:	2.1 Our business and livelihood have already been significantly affected by the HS2 proposal and they will continue to be affected 2.2 Over the past 4/5 years we have been in a state of 'on hold' with the development of our business based on no 'specifics' just that our land and surrounding area will be affected, most of the affect will be during construction and leading up to it. 2.3 It appears that part of our land will be taken during construction which will reduce the length of mooring space, the grazing land will be reduced, polytunnel, orchard and Apiary will be affected, dismantled, moved? We have already lost moorers, reducing our income as they have

moved to mooring that will not be affected by disruption during construction. Potential moorers have decided not to come here for the same reasons.

2.4 We have not developed the catering and craft workshops side of the business due to lack of information as to where and what is going to happen during construction, the same goes for our Alpaca walking/experience.

2.5 We have not rebuilt the barn for animal welfare, shearing, birthing, etc, and food storage because of the unknown effects. The compound at the end of our 'drive' also could have huge impacts on walkers, customers, moorers, visitors for shop, café and all other activities carried out there. Animal movements, emergency vehicles, etc., (post, dustbin).

2.5a Works on the existing west coast mainline could also close access to our home and business in 2 years directly accessed from the main road.

2.6 During construction there will be noise, people, dust, light pollution and mud etc from the A51 compound and its batching operation, plus all of the heavy equipment movements on our land. We will also have these effects from the works at the bottom of our field.

2.7 Choose to travel this stretch with the works being in progress this will affect our income as well as there will be less passing canal customers to use our facilities, ie dry dock for maintenance, boat painting and blacking, shop, café, craft workshops, Alpaca experiences.

2.8 Due to our reduced income, we cannot now have a business overdraft.

3.1 Compensate for the loss of income incurred to date and for future losses

3.2 Where land is taken compensate with land ie grazing, rebuilding of polytunnel, etc.

3.3 Help to get us back to where we would have been with the

business expansion 3-4 years ago

3.4 Assurance that we will be able to continue our business to enable us to take a pension and our son to take over in the future

PROMOTER'S RESPONSE:

Reducing permanent land take

1. As detailed in paragraph 3.3 of HS2 Phase 2A Information Paper C3: Land Acquisition Policy, the Bill generally includes full land acquisition powers. However, in any individual case, "the exercise of these powers will operate on the basis that the Secretary of State will acquire no greater amount of land than appears to him to be reasonably required following detailed design of the scheme".

2. Paragraph 3.4 of the Information Paper adds that:

"If it is practicable to acquire a smaller area of land without compromising the Secretary of State's ability to secure the construction and implementation of the project in a timely and economic manner and it becomes clear not all the land within limits is required, the Secretary of State will not generally seek to acquire this land and will be prepared to give necessary assurances to the landowners in question.'

The Promoter has already initiated discussions on the potential impact of the Proposed Scheme regarding compulsory purchase with a number of affected parties. However, as the Promoter has set out in paragraph 3.1 of HS2 Phase 2A Information Paper C8: Compensation Code for Compulsory Purchase, any

compensation will be based on ‘the particular circumstances in each case’.

Impact on property of works on the existing West Coast Mainline

3. The Promoter is unable to comment on the impact of works undertaken by a separate body.

The Code of Construction Practice

4. As HS2 Phase 2A Information Paper E1: Control of Environmental Impacts explains:

“there are three distinct components that, taken together, will effectively control the environmental impacts of the construction and operation of the Proposed Scheme. They are:

- arrangements within the Bill for approving detailed design and construction arrangements;
- policies, commitments and undertakings entered into outside of the Bill; and
- existing legislation, unless expressly or impliedly disapplied or modified by the Bill.”

5. These controls, contained in the Bill and in general legislation along with undertakings given by the Secretary of State, “will ensure that impacts which have been assessed in the ES will not be exceeded”.

6. HS2 Phase 2A Information Paper D3: Code of Construction Practice (CoCP), further explains that the environmental and sustainability commitments that the Government will enter into through the Bill process:

“are known as the Environmental Minimum Requirements (EMRs) and consist of a suite of framework documents which will:

- define the ways in which the nominated undertaker will engage with people affected by the Proposed Scheme; and
- explain how measures designed to protect communities and the environment will be put in place alongside detailed design and construction.”

7. The Promoter has provided an assurance in section 3.5 of the draft Environmental Memorandum that the nominated undertaker would put in place an environmental management system compliant with BS EN ISO14001.

6. The draft Environmental Memorandum includes a commitment to an appropriate monitoring and environmental management regime. This is a commitment made by the Secretary of State and the nominated undertaker and contractors would be contractually bound by it. In regard to created habitats, section 4.8.5 of the draft Environmental Memorandum contains a commitment to monitor and manage new habitats for an appropriate period to ensure that the objectives of the habitat creation are met. Appropriate management periods are being discussed with Natural England and further details would be set out in the final Environmental Memorandum.

Control of dust during construction

7. The construction of the railway has the potential to give rise to emissions of dust from work sites. On the basis that Best Practicable Means are applied to manage dust as set out in the draft CoCP, the conclusion of the Environmental Impact Assessment is that dust would not cause significant impacts at any locations. The assessment of the potential impacts has been made using the Institute of Air Quality Management’s “Guidance on the assessment of dust from demolition and construction” (2012). The assessment for each Community Area is presented in Volume 2 of the Environmental Statement (ES).

8. The nominated undertaker and its contractors would comply as a minimum with applicable environmental legislation at the time of construction together with any additional environmental controls imposed by the Bill. Part III of the Environmental Protection Act 1990 makes provision for statutory nuisance to be used to control emissions of dust.

9. The provisions to control potential sources and emissions of dust are set out in Chapter 7 – Air Quality of the draft CoCP.

10. Measures to control dust are to be applied where appropriate with respect to:

- General provisions to manage dust;
- Site management;
- Construction plant, vehicles and equipment;
- Transportation and handling of materials;
- Haul routes;
- Road cleanliness; and
- Monitoring to assess the effectiveness of measures to prevent dust emissions.

11. The draft CoCP will evolve and is subject to refinement, amendment and expansion as necessary as the project design, assessment and Parliamentary processes develop. Engagement with stakeholders especially through the Phase 2A Planning Forum and the National Environment Forum will inform its future development.

12. This is explained further in HS2 Phase 2A Information Paper D3: Code of Construction Practice.

Construction and operational noise

13. The operational assessment of the Proposed Scheme takes into account both the route-wide and localised control measures proposed in the ES. The construction assessment takes into account the implementation of the draft CoCP and localised control measures proposed in the ES. As the design progresses these proposals will continue to be

reviewed to ensure that the Promoter's noise and vibration policy aims are met. These are set out in:

- HS2 Phase 2A Information Paper E9: Control of Airborne Noise;
- HS2 Phase 2A Information Paper E10: Control of Ground-borne Noise and Vibration from the Operation of Temporary and Permanent Railways;
- HS2 Phase 2A Information Paper E11: Control of Noise from the Operation of Stationary Systems;
- HS2 Phase 2a Information Paper E12: Operational Noise and Vibration Monitoring Framework; and
- HS2 Phase 2a Information Paper E13: Control of Construction Noise and Vibration.

14. At the Petitioner's property, represented by location ID12284, the Proposed Scheme is likely to cause no adverse effect during construction and is likely to cause no significant adverse effect during operation.

15. The Promoter's policy on assessing and controlling the noise and vibration impacts represents its interpretation of the Government's Noise Policy Statement for England (NPSE). The Promoter's setting of values for effect levels had due regard to established practice, research results, guidance in national and international standards, guidance from national and international agencies and independent review by academic, industry and Government employees. They have also been subjected to further independent scrutiny during Parliamentary proceedings and are provided as draft route-wide assurances for the Proposed Scheme.

Payment of compensation

16. Depending on the particular circumstances in each case, compensation can be claimed for compulsory purchase, as is explained in HS2 Phase 2A Information Paper C8: Compensation Code for Compulsory Purchase. The Compensation Code is a collective term used for the principles set out in legislation, primarily the Land Compensation Act 1961, the Compulsory Purchase Act 1965, and the Land Compensation Act 1973 (as amended). This is supplemented by case law relating to relevant compulsory acquisitions. The principal purpose of the Compensation Code is to provide for the payment of fair compensation to an owner whose land is compulsorily purchased for public works. Depending on the individual circumstances, compensation can be claimed under the following heads of claim as set out in the Compensation Code (for further details, please see paragraph 3.1 of HS2 Phase 2A Information Paper C8: Compensation Code for Compulsory Purchase):

- Open market value of the land taken (assuming 'no scheme');
- Severance and injurious affection;
- Disturbance;
- Loss payments; and
- Fees.

Provision of compensation to those who are to have land acquired

17. The general purpose of the statutory framework is to provide fair compensation to a landowner whose land has been compulsorily purchased for public works. Payment of compensation for land compulsorily acquired would be in accordance with the general statutory framework incorporated within the Bill (and the general Compensation Code as interpreted by the Courts and the Upper Tribunal (Lands Chamber)).

18. As HS2 Phase 2A Information Paper C8: Compensation Code for Compulsory Purchase sets out, "the Compensation Code is not a single document, but a collective term used for the principles set out in Acts of Parliament, principally

the Land Compensation Act 1961, the Compensation Act 1965, the Land Compensation Act 1973, the Planning & Compulsory Purchase Act 1991 and the Planning & Compulsory Purchase Act 2004. This is supplemented by case law, relating to compensation for compulsory acquisition". Again, the principal purpose of the Compensation Code is to provide for the payment of fair compensation to an owner whose land is compulsorily purchased for public works.

19. The Promoter would be required to act in a way consistent with this framework, under the law.

20. The Compensation Code is explained further in HS2 Phase 2A Information Paper C8: Compensation Code for Compulsory Purchase. Other sources recommended for reference include the Ministry of Housing, Communities and Local Government's Guides to Compulsory Purchase, a copy of which can be found at www.gov.uk/government/collections/compulsory-purchase-system-guidance.

21. The Promoter would continue to engage with the Petitioner in order to seek to address her issues.

May 2018

**HIGH SPEED RAIL (WEST MIDLANDS -
CREWE) BILL**

**HOUSE OF COMMONS
SELECT COMMITTEE**

**Petition No. HS2-AP1-000028:
Sharon Jayne and Martin John Mawbey**

Promoter's Response Document

INTRODUCTION

This Promoter's Response Document (PRD) forms the Promoter's response to Petition No. HS2-AP1-000028, from Sharon Jayne and Martin John Mawbey.

In this PRD, 'the Promoter' means the Secretary of State and HS2 Ltd acting on his behalf.

The purpose of the PRD is to advise you and the Select Committee of the Promoter's position in relation to the petitioning points raised. It is intended that the PRD will alleviate many of the concerns raised in the petition.

The Table of Contents overleaf lists the page number, petitioning points in the order they appear in the petition, and a summary statement of the issue(s) contained in the petition for quick reference. Other supporting material (e.g. reports, drawings and photographs) referred to in the response are attached where applicable.

Copies of the HS2 Phase 2A Information Papers referred to in the response can be found at <http://www.gov.uk/government/collections/high-speed-rail-west-midlands-to-crewe-bill>.

Department for Transport
High Speed Two (HS2) Limited

BACKGROUND

Sharon Jayne Mawbey and Martin John Mawbey are the owners of Engineering and Canal Services of Great Haywood Ltd ("the Petitioners"). The Petitioners' residence is Lock Cottage, Hoo Mill Lane, and the Petitioners' business is based at The Workshop, Hoo Mill Lane, both ST18 0RG.

The Petitioners' business comprises, amongst other things, moorings, workshops, a café and a pottery studio. In addition, the land houses chickens, turkeys, pigs, alpacas and bees, as well as polytunnel with small orchard.

The Petitioners' property is adjacent to land required for environmental mitigation, 90m away from temporary worker accommodation for the Trent South Embankment and 190m away from the Trent South Embankment Main Compound. Land is required for constructing temporary bridges.

The Petitioners also submitted a petition against the Bill in February 2018.

PETITION NO. HS2-AP1-000028

SHARON JAYNE AND MARTIN JOHN MAWBEY

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HOUSE OF COMMONS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Sharon Jayne and Martin John Mawbey

PETITION NO: HS2-AP1-000028

PARAGRAPH NO: 2.1–2.4, 3.1–3.4

ISSUE RAISED: Compulsory acquisition

PETITION 2.1 Original submission HSP2a 192

PARAGRAPH:

2.2 AP1-19 and AP1 – 21 “ The Act will authorise compulsory acquisition, restrict use etc” of Hoo Mill Lane (A51 end)

2.3 This is the access to our property, customers and business operation. Closure of the lane will prevent access for:

Emergency Vehicles, post, septic tank, refuse and deliveries
Moorers who have employment need 24/7 for their various jobs

Customers for the shop, cafe, alpacas and boat
repairs/painting etc,

Moorers access to their moored boats
Stock movements

2.4 Unknown timings of closures etc of a very old lane that could have archaeology/natural issues .

2.5 Our business and lively hood have already been significantly affected by the HS2 project/proposals and they still continue to be affected to the point that we cannot even have a bank overdraft at present

3.1 Access from the bottom end of Hoo Mill Lane, for us and all of customers

3.2 Obtain the field at the rear of our property, which will serve 2 functions, car park for customers from above access, grazing etc for our animals that will compensate for loss of 'safeguarded' land in our existing field allowing poly tunnel etc to be moved within our boundary

3.3 Assurance of continuation of business and enjoyment of our property

3.4 Compensation for loss of income from reduced business etc

PROMOTER'S RESPONSE:

Access to property

1. There are no plans to close Hoo Mill Lane. HS2 Phase 2A Information Paper D10: Maintaining Access To Residential and Commercial Property During Construction sets out the Promoter's commitments to maintaining access, specifically:

"5. The Code of Construction Practice

5.1 The provisions of the Bill are reinforced by the Code of Construction Practice, which requires the nominated undertaker to, where reasonably practicable, maintain public rights of way for pedestrians, cyclists and equestrians affected by the Proposed Scheme, including reasonable adjustments to maintain or achieve inclusive access.

5.2 Traffic management plans will be produced in consultation with the highway and traffic authorities and emergency services. These will include, as appropriate, temporary and permanent closures and diversions of roads and public rights of way. Further details about traffic management plans are given in Information Paper E3: Management of Traffic during Construction.

5.3 Where hoardings affect access to, or obscure visibility of, businesses or community facilities, signs will be displayed to notify highway users that the businesses remain open. The nominated undertaker will signpost diversionary routes to the businesses, and to alternative community facilities if a community facility is closed.

5.4 The nominated undertaker will communicate regularly with affected parties throughout the period of the construction works.

5.5 If residents or businesses are dissatisfied with this process, they can address their concerns to the independent Construction Commissioner. Please see the Information Paper D4: Construction Commissioner.

6. Further provisions

6.1 Where reasonably practicable, vehicular access will be maintained to residential and commercial premises."

Request to acquire adjacent property under compulsory purchase

2. HS2 Phase 2A Information Paper C6: Disposal of Surplus Land sets out the Promoter's procedure for offering compulsory purchased land to landowners, where land is not required for the operation of the Proposed Scheme, specifically:

"6. Qualifying interests

The holders of the following "Qualifying Interests" may qualify for the offer back of an interest under the terms of this policy:

- former freeholders of the whole or part of a site; or
- where the freeholder does not wish to buy back the site, the former leaseholder who had a lease of the property which had an unexpired term of more than 21 years at the time the property is being disposed of, may (at the discretion of the Secretary of State) be offered the freehold interest;
- the successors of anyone who would have fallen into either of the above categories where, had the property not been acquired, the land interest would clearly have devolved upon those successors under a former owner's will; or
- where there was fragmented ownership of their site at the date the property was acquired or occupied for railways works under the provisions of the HS2 Bill as enacted, a consortium of former owners who have indicated a wish to purchase the land collectively; and
- in certain circumstances where a dwelling has a sitting tenant at the time of the proposed disposal, the freehold will first be offered to the sitting tenant. If the tenant declines to purchase the freehold it will then be offered to the former owner although this may be subject to the tenants continued occupation. It should be noted however that this does not apply to agricultural units and only applies to certain types of tenancy agreement."

Compensation

3. The Promoter refers the Petitioner's to their response to Petition No. HS2-P2A-000192.

4. The Promoter would continue to engage with the Petitioner's to address any outstanding issues.

April 2019

**HIGH SPEED RAIL (WEST MIDLANDS -
CREWE) BILL**

**HOUSE OF COMMONS
SELECT COMMITTEE**

**Petition No. HS2-AP2-073:
Sharon Jayne and Martin John Mawbey**

Promoter's Response Document

INTRODUCTION

This Promoter's Response Document (PRD) forms the Promoter's response to Petition No. HS2-AP2-073, from Sharon Jayne and Martin John Mawbey.

In this PRD, 'the Promoter' means the Secretary of State and HS2 Ltd acting on his behalf.

The purpose of the PRD is to advise you and the Select Committee of the Promoter's position in relation to the petitioning points raised. It is intended that the PRD will alleviate many of the concerns raised in the petition.

The Table of Contents overleaf lists the page number, petitioning points in the order they appear in the petition, and a summary statement of the issue(s) contained in the petition for quick reference. Other supporting material (e.g. reports, drawings and photographs) referred to in the response are attached where applicable.

Copies of the HS2 Phase 2A Information Papers referred to in the response can be found at
<http://www.gov.uk/government/collections/high-speed-rail-west-midlands-to-crewe-bill>.

Department for Transport
High Speed Two (HS2) Limited

BACKGROUND

Sharon Jayne and Martin John Mawbey are the owners of Engineering and Canal Services of Great Haywood Ltd ("the Petitioners"). The Petitioners' residence is Lock Cottage, Hoo Mill Lane, and the Petitioners' business is based at The Workshop, Hoo Mill Lane, both ST18 0RG.

The Petitioners' business comprises, amongst other things, moorings, workshops, a café and a pottery studio. In addition, the land houses chickens, turkeys, pigs, alpacas and bees, as well as polytunnel with small orchard.

The Petitioners' property is adjacent to land required for environmental mitigation, 90m away from temporary worker accommodation for the Trent South Embankment and 190m away from the Trent South Embankment Main Compound. Land is required at the bottom of the Petitioner's property in order to construct a haul route, including temporary bridges.

In May 2018 the Petitioner was sent a PRD for their Petition against the Bill and Additional Provision 1 to the Bill (Petition No. HS2-P2A-000192 and HS2-AP1-000028

attached at Annex A and B). The Petitioner appeared before the House of Commons Select Committee on 12 June 2018.

PETITION NO. HS2-AP2-073

SHARON JAYNE AND MARTIN JOHN MAWBEY

TABLE OF CONTENTS

Page No.	Petition Paragraph No.	Issue
5	2.1-2.7, 3.2	Construction impacts
10	2.8, 3.1, 3.3, 3.4	Acquisition and relocation

ATTACHMENTS

Title
Annex A: PRD for petition against the Bill (Petition No. HS2-P2A-000192)
Annex B: PRD for petition against Additional Provision 1 to the Bill (Petition No. HS2-AP1-000028)

HOUSE OF COMMONS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Sharon Jayne and Martin John Mawbey

PETITION NO: HS2-AP2-073

PARAGRAPH NO: 2.1-2.7, 3.2

ISSUE RAISED: Construction impacts

PETITION PARAGRAPH: 2.1 Our business and livelihood continues to be significantly affected by the HS2A proposal and has become even more so by the extra land take as required at AP2.

2.2 Both our residence and business assets have and continue to deteriorate due to our reduced income as a direct effect from the HS2 construction elements that will be visible and place obstacles in our way, hindering our ability to make ends meet.

2.3 Our customers, narrow boat moorers, and canal users are now choosing to leave and not place engineering/dry dock works with us. This has caused a huge gap in our income, we now do not even have the 'normal' business benefits of being able to have an overdraft to fall back on and based on this fact for at least the past 3 years we have had to direct monies 'to he who shouts loudest'.

2.4 We have been living in a state of on hold and when we have put something in place to negate the affects have found our efforts thwarted. The developments and diversification that we have attempted:- Alpaca experiences, caravan club site, outside catering, events and craft workshops have all been extinguished.

2.5 As at AP2 not only will we have a major construction compound and accommodation visible at approx. 120m from our house, but now there will also be major works carried out at the bottom of our land where the haul route runs through this will add more impact on our moorers, tranquil place to moor.

2.6 Where other areas seem to have had other effects on their business/livelihoods we appear to have just had the fact that some 'agricultural' land will be required temporarily. No assessment seems to have been carried out on:-

- Traffic – There seems to be more traffic taken off public roads and will be routed along the haul route that runs at the bottom of our field 'AP1 and AP2 Land Take'. We find it difficult to swallow that our moorers, customers, ourselves and our family are considered not to be significantly impacts, noise, light dust, etc.
- Health – At present we live in a tranquil secluded spot with no near neighbours. This green open space is enjoyed by not only those listed above but also walkers, visitors and canal traffic. The use of the land required at AP2 will affect us all directly on a daily basis for the duration of the construction.
- Business – As stated earlier our business has already been significantly impacted by people choosing to move with the additional land take this could mean that we have to close down moorings based on the fact that we will have to reconfigure the mooring for the loss of 'canal bank' and we will also have to reconfigure the land to ensure that the alpacas have enough suitable grazing. This also means that part of the herd will have to be relocated to the top field meaning that we will not now have the space to create the caravan club site, for which we have bought and laid cables, water pipes and have waste tank ready to bury in the ground. The Polytunnel will need to move here too. Moving all of this to the top field may also affect our ability to keep all of the moorers in the top field.

2.7 Due to these impacts we may find ourselves in the situation that we are not able to run the business or live here without some form of financial support.

3.2 OR Build car park and pathways in top field, fence off area for alpacas and build field shelter:

- Move polytunnel, trees, vines, etc to top field, 'make' well to ensure watering. Internal watering system.
- Fence bottom field, screen 'works' area to reduce visual effects, light, noise and dust, etc. Fence for alpacas.

- Fence securely existing Colwich to Macclesfield line add screening, from compounds and railway, Network Rail works, noise, light, dust and 'disguise' visual effects
- Re-build barn in bottom field to house feed, hay and for welfare purposes
- Reconfigure moorings along canal banks and in the basis to allow those who wish to stay here 'nice green' space.
- Purchase vehicle to enable movements of alpacas, hay, feed, much, etc between the two fields
- Build bakery to enable us to bake in greater quantities for sales to customer at markets/outside catering events
- Provide financial support to enable us to get back to where we could have been, ensure our business and life style survives, before HS2A
- Rental agreement for the land at the bottom field and Hoo Mill Lane based on the fact that we may not be in a position to purchase them back in the future

PROMOTER'S RESPONSE:

Impacts from the Bill scheme

1. In May 2018 the Petitioner was sent a PRD for their Petition against the Bill. This PRD included a response citing the Promoter's land acquisition policy as set out in paragraph 3.3 of HS2 Phase 2A Information Paper C3: Land Acquisition Policy.

2. These changes are required in order to enable access across, and reduce disruption to, the canal and the existing railway.

3. The Select Committee heard the Petitioner on 12 June 2018, when the Petitioner voiced their concerns resulting from Additional Provision 1 to the Bill, including the effects of the Temporary Worker Accommodation and access on Hoo Mill Lane which have been addressed by the below assurances.

4. On 8 June 2018 the Petitioner was offered the following assurance regarding access to Hoo Mill Lane:

"The Promoter will require the nominated undertaker in constructing the utility diversion in the Hoo Mill Lane area to use reasonable endeavours to maintain access to the Property at all times.

In this assurance:

"Property" means Lock Cottage, Hoo Mill Lane, Great Haywood, Staffordshire ST18 0RG and/or Engineering and Canal Services of Great Haywood Ltd, The Workshops, Hoo Mill Lane, Great Haywood, ST18 0RG."

5. On 13 November 2018 the Petitioner was offered the following assurance regarding the Trent South Embankment Temporary Worker' Accommodation:

"The Promoter will require the nominated undertaker in the exercise of the powers of the Bill to limit the external elevation of the building or buildings comprising the Trent South Embankment Temporary Worker Accommodation to two storeys.

In this assurance:

"Trent South Embankment Temporary Worker Accommodation" means the temporary worker accommodation proposed for the Trent South embankment main compound as set out at paragraph 2.3.32 of the Colwich to Yarlet Community Area 2 report in Volume 2 of the Environmental Statement deposited with the Bill and shown on Map CT-05-212 in grid squares F1 to F3."

AP2 engagement

6. The Promoter met with the Petitioner last on 6 March 2019 to discuss the AP2 changes in the vicinity of the property. Prior to this the Promoter met with the Petitioner on 15 January 2019 to specifically discuss the AP2 effects on the area, and also met on 29 October 2018 at an information event.

Impacts from AP2

7. Within AP2, the Promoter has included additional land, changes to Bill powers and additional powers for construction activities at Great Haywood, which can be found in the Supplementary Environmental Statement 2 and Additional Provision 2 Environmental Statement Volume 2: Community Area report¹. Specifically, the following two changes which most relates to the Petitioner's property:

- as found in section 5.8, page 129 of the Supplementary Environmental Statement 2 and Additional Provision 2 Environmental Statement Volume 2: Community Area report, "Additional land and a change to Bill powers required for construction activities at Great Haywood (AP2-002-008)".
- as found in section 5.9, page 134 of the Supplementary Environmental Statement 2 and Additional Provision 2 Environmental Statement Volume 2: Community Area report, "Additional land and a change to Bill powers required for the diversion of a

¹https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/775952/J11_HS2_Phase_2a_AP2_ES_Volume_2_CA2_Colwich_to_Yarlet.pdf

National Grid gas pipeline and a new utility compound, north-west of Great Haywood Marina (AP2-002-009)".

8. Prior to the assessment, a scoping exercise was used to determine whether the SES2 changes and the AP2 amendments had the potential to result in any likely new or different significant environmental effects, separately and cumulatively, compared with those reported in the main ES, as amended by the SES1, taking into account any relevant AP1 amendments.

9. Any SES2 changes and AP2 amendments identified as having such potential were then subject to further assessment, following the methodology outlined for each relevant environmental topic in the Scope and Methodology Report (SMR) and SMR Addenda and any new or different significant effects arising from the changes and amendments are reported in the SES2 and AP2 ES Volume 2 community area reports.

10. The Promoter's position is that the ES and subsequent SES provide a robust assessment of the current proposals and adequately report the potential significant effects of both the construction and operation of the Proposed Scheme in line with the requirements of Parliamentary Standing Order 27A and the Environmental Impact Assessment Directive. The ESs fully comply with all UK and EU legal requirements and have been developed in accordance with the accepted best practice methodologies recommended by a range of UK institutional bodies.

11. The Promoter has responded to the Petitioner in its letter of 26 March 2019 confirming that it will investigate the proposals the Petitioner has outlined to adapt their property, and will continue to engage with the Petitioner on these matters.

HOUSE OF COMMONS SELECT COMMITTEE

HIGH SPEED RAIL (WEST MIDLANDS - CREWE) BILL

PROMOTER'S RESPONSE TO PETITION OF: Sharon Jayne and Martin John Mawbey

PETITION NO: HS2-AP2-073

PARAGRAPH NO: 2.8, 3.1, 3.3, 3.4

ISSUE RAISED: Acquisition and relocation

PETITION PARAGRAPH: 2.8 When the construction is over we may not be in a position to buy back the land compulsory purchased from us.

3.1 Purchase our property so that we can find somewhere equally stunning with either:

The ability to do as we do now

The ability to produce an income in some other way

With funds left over to support/provide a pension for the next 20 years

3.3 Relocate our business as a whole to a site where we can take existing moorers with us, have an income from 'passing' traffic canal or walkers/locals. Enough grazing and welfare facilities for our animals, a residence on site with space for craft facilities, workshops car storage, plant and machinery, etc.

3.4 A typical Special Circumstances/NTS documents have been submitted by us and assessed/considered by various panels and committees. We are awaiting an outcome/offer.

PROMOTER'S RESPONSE:

Acquisition and relocation

1. In May 2018 the Petitioner was sent a PRD for their Petition against the Bill. This PRD included a response on the payment of compensation and the application of the Compensation Code.

2. The Promoter has met the Petitioners on a number of occasions to discuss the options for the Petitioners' future at Hoo Mill Cottage. The Petitioner has submitted an application to the Promoter for acquisition of the property as an atypical special

circumstances property, and the Promoter is considering the application. The Promoter will continue to engage with the Petitioners with the aim of agreeing a solution.

HS2

Payment of Claimants' Professional Fees

January 2019

1 Introduction

It is important that people who are directly affected by proposed or actual HS2 works obtain professional advice from practitioners experienced in compulsory purchase and compensation.

The statutory framework for payment of compensation typically provides for reimbursement of professional fees upon the property being purchased by the acquiring authority. Since this might be several years away in the case of HS2, a discretionary policy has been introduced to sit alongside the statutory position. Under this policy, HS2 Ltd will consider the advance interim payment of reasonable professional surveyors' fees to landowners and property interests that are directly and significantly impacted by the HS2 scheme and where the landowner will in due course have a claim under the compensation code for compulsory purchase. This applies where it is reasonably necessary for the landowner to obtain professional advice in advance of any actual land acquisition or compulsory purchase.

This policy is intended to assist residents, small businesses and rural landowners who reasonably need access to professional advice at an early stage of the scheme and who may suffer financial disadvantage from having to pay for professional advice, in advance of being able to recover such costs in a compensation claim. Generally, HS2 Ltd will not accept applications from large organisations or from investment and development companies.

Each case will be considered on its own merits, upon application to HS2 Ltd in accordance with the procedure below and within this overall policy. Not every case would necessarily be eligible and the applicant's surveyor should check with HS2 Ltd on each occasion.

The Policy applies across the HS2 route, including Phase 1 (London to West Midlands), Phase 2a (West Midlands to Crewe) and Phase 2b (West Midlands to Leeds and Manchester).

2 General Provisions

No fees are payable prior to formal safeguarding of the relevant phase of the HS2 route (apart from Phase 2b in respect of land identified as 'land potentially required during construction' in the working draft Environmental Statement) or if the landowner is not subject to future compulsory purchase of land. If there is no entitlement to compensation under the compensation code, there is no entitlement to professional fee payments.

HS2 Ltd reserves the right to change this Policy from time to time, but any decision would not change an applicant's entitlements under the statutory framework for compensation.

Professional Fees may be payable in advance of the main compensation claim, at the discretion of HS2 Ltd, upon application by the claimant or Agent as described below.

Where surveyors act for several claimants, they are expected to complete HS2's standard Fee Memorandum form, which sets out the rates and other terms that are individually applicable.

The contractual arrangement for the provision of professional advice is between the surveyor and their client, and this relationship is not affected by this Policy. The surveyor should agree their fee arrangements with their client and, in some cases, there may be a shortfall between the surveyor's fees and those that are eligible for reimbursement by HS2. Applicants may be responsible for fees that fall outside of this Policy and we would expect the surveyor to explain this to their client where this might happen.

The Royal Institution of Chartered Surveyors introduced a Professional Statement in April 2017 that is mandatory for chartered surveyors advising in respect of compulsory purchase and compensation. Anybody instructing surveyors to advise them on compulsory purchase and compensation is recommended to familiarise themselves with the professional statement and what they should expect from their surveyor. A copy can be found at:

<https://www.rics.org/globalassets/rics-website/media/upholding-professional-standards/sector-standards/land/surveyors-advising-in-respect-of-compulsory-purchase-and-statutory-compensation-1st-edition-rics.pdf>

The Compulsory Purchase Association is a member organisation that promotes best practice in delivering land for infrastructure. It has issued a "Land Compensation Claims Protocol" that evidences what 'best practice' should look like and HS2 Ltd expects surveyors and other professionals advising people affected by the project to follow it in the same way that HS2 Ltd aims to.

3 Application Process

To minimise the risk of a dispute, claimants or their agent should follow the process below for each individual case even when they are acting for several claimants and a Fee Memorandum is in place.

- The claimant or the appointed agent must approach HS2 Ltd with a request to consider the payment of professional fees under this Policy, normally covering an interim reimbursement of fees ahead of the settlement of a final compensation claim.
- A copy of the client instruction to the Agent must be included with each application.
- HS2 Ltd will consider each application and confirm if it is willing to pay professional fees directly to the applicant's agent in the particular case.
- The claimant's agent must contact HS2 Ltd to propose the scope of services and an interim fees budget for each individual case, which will be subject to periodic review according to the circumstances of the case.
- In order to benefit from this policy, HS2 Ltd may request claimant's agents who are members of regulatory bodies such as the Royal Institution of Chartered Surveyors or membership bodies such as the Compulsory Purchase Association, to demonstrate compliance with the rules and practice statements of those organisations.

4 Statutory Blight and Express Purchase Scheme applications

An application for the Secretary of State to buy property under the Statutory Blight or Express Purchase schemes is subject to a different process.

No professional fees will be paid until such time as the Secretary of State has made a decision to accept the blight notice or Express Purchase Scheme application. Once accepted, fees will generally be paid upon the following stages:

- Upon acceptance of the application, the agent's fee associated with the preparation and submission of the application;
- Upon submission of the fully evidenced claim, the agent's fee associated with its preparation;
- Upon approval of the compensation heads of terms by the appropriate HS2 Ltd governance panel, the agents fee associated with its negotiation;
- Upon completion of the property transfer, any remaining fee associated with finalising the transaction, including legal fees; and
- Upon full and final settlement of the claim after the property transfer, any remaining fee associated with bringing the case to a conclusion.

HS2 Ltd will not generally make interim payments of fees between the stated milestones.

Where a Blight Notice expires and is re-submitted, HS2 Ltd will generally only pay for one submission and not reimburse any duplicated activity.

All agents fee rates associated with claims pursuant to accepted blight notices or Express Purchase scheme acquisitions shall be negotiated with the relevant HS2 Ltd property advisor or case officer according to the provisions of the statutory framework for compensation. Where an agent has entered into a fee memorandum with HS2 Ltd setting out agreed fee rates for work covered elsewhere in this discretionary policy, those rates shall not necessarily apply to claim negotiations for blight purchases.

5 Temporary Possessions and Permanent Acquisitions

Where there is an expectation that notices will be served using legal powers such as for surveys (under Schedule 2 of the HS2 Act for Phase 1, for example), for temporary possessions (under Schedule 16) or land purchase (by way of a General Vesting Declaration or Notice to Treat), differing levels of engagement may be appropriate with a landowner and their appointed agent – for example, to discuss “farm packs” or the relocation of a small business. In such cases, interim fees will be reimbursed under this discretionary policy, subject to prior agreement to the scope of discussions, rates and milestones.

Once temporary possession of land is taken using legal powers (eg, Schedule 2 or Schedule 16 of the HS2 Act), reimbursement of fees shall be considered as part of a claim that follows the process in the Act and not under this Policy. As part of considering such a claim, on an exceptional and discretionary basis, HS2 Ltd will consider reimbursement of fees as part of an interim claim where the possession extends to more than 12 months.

Where permanent possession of land is taken (eg, following a General Vesting Declaration or Notice to Treat), fees will only be considered as part of a claim submission and reimbursed upon settlement of such claim. HS2 Ltd must be able to make a reasonable assessment based on the claim (eg, in terms of evidence and justification presented with it) in order for reimbursement to take place.

All agents fee rates associated with claims shall be negotiated with the relevant HS2 Ltd property advisor or case officer according to the provisions of the statutory framework for compensation. Where an agent has entered into a fee memorandum with HS2 Ltd setting out agreed fee rates for work covered elsewhere in this discretionary policy (eg, pre-possession engagement, farm packs, engagement on Phase 2a and 2b, etc), those rates shall not necessarily apply to claim negotiations for temporary or permanent possessions.

6 Fee Rates

Notwithstanding the contractual relationship between a surveyor and client, in order to qualify for payment by HS2 Ltd under the provisions of this discretionary policy, it is expected that surveyors will enter into a fee memorandum with HS2 Ltd. This memorandum records an agreed reasonable level of fee that will be applied consistently across a range of clients and cases for the type of activities covered by the policy. The level of fee that is considered reasonable for payment by HS2 Ltd should reflect the experience of the professional advisor and the level of skill appropriate to the type of work to be carried out. The fee memorandum allows for periodic review of hourly rates.

In addition to the hourly rate, reasonable travel, and reasonable expenses may be claimed and must be evidenced by receipts/tickets. Mileage claimed is only be reimbursed at HMRC rates, currently 45p/mile for the first 10,000 miles and 25p/mile thereafter. Public transport costs are only be reimbursed at the cheapest standard fare.

In all cases, surveyors and their clients should seek to mitigate and avoid unnecessary costs.

As stated in Sections 4 and 5 above, rates contained within a fee memorandum shall not automatically be applicable to fees negotiated as part of a compensation claim following notice of possession or in circumstances of an accepted blight notice or Express Purchase Scheme application. In those cases, surveyors will be expected to demonstrate that the basis of their fee reflects the complexity of the case, the level of skill required to negotiate terms, and other factors contributing to the reasonableness of the claimed rate.

7 Scope of Professional Services

The agreed scope of services provided by surveyors for their clients and benefitting from this Policy must be agreed with the HS2 Ltd case officer in advance, together with an indicative fee budget where appropriate, but will normally not exceed the following, unless there are exceptional circumstances and are agreed by the HS2 Ltd case officer. The Exclusions referred to in the next section also apply.

On this basis, HS2 Ltd will:

- a) Generally pay up to 3 hours for initial advice to a client on entitlements to compensation consistent with the statutory framework for compensation and options including mitigation and, if applicable, advice regarding the claim going forward. In exceptional cases, if it is felt that the nature of a case is sufficiently complex and needs longer than 3 hours, then an additional timescale and justification must be agreed with the HS2 Ltd case officer in advance.
- b) For Phases 2a and 2b of HS2, by prior agreement HS2 Ltd will pay fees on agreed milestones where HS2 Ltd is of the view that there is a specific requirement for early engagement prior to further detailed design, e.g. to help inform the engineering design or that directly informs the relevant Bill and/or the accompanying Environmental Statement and that will present a significant opportunity to mitigate a future claim for compensation.

In either situation as set out in a) and b) above, the HS2 Ltd case officer will need to be provided with details of the party, including their property address and nature of their ownership/occupation, with a plan showing extent of ownership. The property will need to be within current safeguarding limits, or identified as 'land potentially required during construction' in the working draft Environmental Statement.

- c) Additionally, pay for a maximum of three hours of the professional adviser's time at an agreed rate in respect of meetings and interviews with farmers in respect of Farm Impact Assessments.
- d) As an additional sum, a maximum of £250+VAT (where applicable) will be allowed for the completion of Land Information Questionnaires.

This scope of services may be varied by negotiation and agreement with the HS2 Ltd case officer in exceptional circumstances.

8 Exclusions

The following fees and costs are excluded:

- Costs and fees which an agent incurs for the purpose of obtaining information about the HS2 project unrelated to a specific client appointment, or on canvassing for business.
- Costs and fees which a claimant incurs in preparing and submitting responses to consultations (for example, in response to draft Environmental Statements).
- Costs and fees incurred where the applicant has no interest in land or compensatable interest.
- Costs and fees which claimants incur both in drawing up and depositing their petitions and in presenting their case to the Houses of Parliament or in negotiating the settlement of petitions that is not within the compensation code for compulsory purchase.
- Costs and fees associated with applications under HS2's discretionary property schemes (ie, Need to Sell, Rural Support Zone, etc.). These schemes were specifically designed to avoid the need for professional representation and no fees are payable in respect of these.
- Attendance at HS2 public and consultation events.
- Recoverable VAT, or other recoverable sums. It should be noted that it is assumed that a claimant can recover VAT unless adequate justification is presented to the contrary.
- Applicants and claimants should be aware that if they decide to change their appointed professional agent, then HS2 Ltd will not reimburse fees incurred by the new agent in duplicating any earlier work carried out by the previous agent.
- Avoidable expenses, travel and subsistence.

9 Fee Budget

Any arrangements for the payment of professional fees under this Policy will be subject to agreement to a fee budget beforehand, which is to be agreed for each case. This is necessary to ensure value for money from public funds.

It is the landowner/agent's responsibility to advise HS2 Ltd in advance if fees are likely to exceed agreed budget and to discuss if additional budget is appropriate.

10 Timesheets, Invoicing and Payment

Prior to the submission of any invoice, a landowner/claimant/agent should submit the following for approval by the HS2 Ltd appointed agent or the acquisition case manager:

- Timesheets, diary records and activity logs to demonstrate time spent on the approved and agreed scope of work, and to demonstrate that fees have been mitigated;
- Receipts for any expenses or travel costs in accordance with the agreed fees basis; and
- Draft invoice based on the above.

The HS2 case manager will advise the applicant as to whether the timesheet and draft invoice is accepted or rejected or if there are any queries or further evidence required.

Upon confirmation of acceptance from the HS2 agent or case manager, the applicant should address the final invoice, which should include (i) the name of the HS2 case manager, (ii) the address of the property impacted by HS2 (ie, not merely the client's address which might be different), and (iii) the client's VAT status, and attaching the supporting documentation, to:

Claimant/Client
c/o HS2 Limited
Accounts Payable
Two Snow Hill
Snow Hill Queensway
Birmingham B4 6GA

Invoices should be submitted by email to invoice.landandproperty@hs2.org.uk and copied to the relevant HS2 case manager and property finance officer. The invoice should be clearly marked with the HS2 case manager's name and any specified case number or reference number. A scanned or photocopied document is sufficient, the original document is not required.

The agent should submit a statement every month to HS2 of any outstanding agreed fee invoices if there is an unexplained delay in payment.

Invoices should be submitted no more than once every three months.

11 Further Advice

If there are any questions about this policy, please contact the HS2 Helpdesk as follows:-

HS2 Helpdesk
High Speed Two (HS2) Ltd
Two Snowhill
Snow Hill Queensway
Birmingham B4 6GA
Email: hs2enquiries@hs2.org.uk
Freephone: 08081 434434

It is important that claimants obtain correct professional advice from practitioners experienced in compulsory purchase and compensation. The Royal Institution of Chartered Surveyors operates a customer helpline that can put people in touch with suitably experienced firms in their area and offer up to 30 minutes free professional advice. Its contact details are:-

Royal Institution of Chartered Surveyors
12 Great George Street
Parliament Square
London SW1P 3AD
Email: contactrics@rics.org
Telephone: 024 7686 8555

The Central Association of Agricultural Valuers may also be able to assist owners in rural areas. Its contact details are:-

The Central Association of Agricultural Valuers
Harts Barn Farmhouse
Monmouth Road
Longhope
Gloucestershire GL17 0QD
Email: enquire@caav.org.uk
Telephone: 01452 831815

High Speed Two (HS2) Limited

Sanctuary Buildings
20 Great Smith Street
London SW1P 3BT

Telephone: 08081 434 434

Minicom: 08081 456 472

Email: hs2enquiries@hs2.org.uk
[gov.uk/hs2](https://www.gov.uk/hs2)

Sharon and Martin Mawbey

Lock Cottage,
Hoo Mill Lane,
Great Haywood,
ST18 0RG

26th March 2019

Dear Sharon and Martin,

I want to thank you for our recent positive engagement concerning the options for your future at Hoo Mill Cottage. In particular our Land and Property team are grateful for your time on 15 January and 06 March, showing us your property and talking us through the arrangements you have with canal boat owners who make use of the moorings.

I was interested to see within your petition a number of proposals for ways that you would like HS2 Ltd to adapt your property to mitigate the impacts of the scheme. I understand that this reflects your strong desire to remain in the property. We are looking very seriously at the proposals that you have made and will respond to you in detail on these shortly.

As you know, our Land and Property team are investigating options to acquire your property. These options will remain open as outlined at our recent meeting whilst we investigate the mitigation works requested in your petition.

We look forward to continuing to work with you as we consider your proposals for adaptations to the property.

Yours sincerely,



Christopher Weatherburn
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