



Registered Charity Number 204644

Hobson's Conduit Trust

The Guildhall

Cambridge

Please reply to

26, Highfield Avenue

CB4 2AL

22nd February 2022

Ms Lesley Coffey BA Hons BTP MRTPI

Planning Inspector

Dear Madam Inspector,

**TRANSPORT AND WORKS ACT 1992: APPLICATION FOR THE PROPOSED
NETWORK RAIL (CAMBRIDGE SOUTH INFRASTRUCTURE ENHANCEMENTS) ORDER
APPLICATION BY NETWORK RAIL**

Network Rail CSIE TWAO Protective Provision – Hobson's Conduit Trust

I write as Chairman of Hobson's Conduit Trust.

I understand from the latest published Inquiry Programme that on 22nd February the Inquiry will be hearing evidence on Protective Provisions.

At the outset I wish to reiterate that the Trustees of Hobson's Conduit Trust have enjoyed very cordial and productive discussions with Network Rail's team, and we have every confidence that this will continue throughout the project's life.

The Trustees are delighted and grateful that Hobson's Conduit Trust has been offered Protective Provisions under the Draft TWAO.

Hobson's Brook and Conduit have been an integral part of Cambridge's water supply for over 400 years, and continue to play an important set of roles in the South of the City of Cambridge, and the Brook and Conduit are appreciated by the increasing number of local residents and people working on the Biomedical Campus. As a major green artery into the City Centre the contribution made by Hobson's Brook and Conduit to biodiversity and to physical and mental wellbeing grows in importance. The heritage and amenity aspects are highly valued by residents and visitors alike, and the proposed exchange land will contribute to the improvement of the margins of the Brook, and the enhancements to access fit closely with the Trust's ambitions. We were disappointed with the loss of the proposed new pond to the east of the railway mainly due to the intended alignment of CSET, but we look forward to the new pond and other habitat improving drainage features proposed to the west.

The water that flows along Hobson's Brook from the vicinity of the CSIE project is joined by other flows including from Granham's Farm spring which flows under the location of the Shelford junction improvements proposed as part of CSIE. Once in the City centre the Conduit supplies the listed water features in both the Botanic Garden and Emmanuel College, and in Christ's College, and provides seasonal flow along the listed Runnels in Trumpington Street from the listed and scheduled Conduit Head. Water from the Brook and Conduit also feeds the Vicar's Brook, and runs onto Coe Fen feeding the flows there. These water features are highly valued for their ecology and are under constant public gaze. They are highly prized. It is therefore particularly important that no pollution of any kind should enter the Hobson's Brook and Conduit system.

Whilst the City and University have had ownership of Nine Wells, a Local Nature Reserve, for nearly 200 years, and the City manages the Reserve, the Trustees take a constant and very close interest in Nine Wells. Our responsibilities for Hobson's Brook formally begin where it emerges from the Reserve, just to the east of the railway, and continue throughout the Hobson's Brook and Conduit system.

The Brook and Conduit receive drainage from both sides of the railway in the vicinity of the Biomedical Campus and Trumpington. The complex drainage arrangements, (which have

been the subject of evidence from and discussions with a number of Objectors), all lead towards Hobson's Brook, and we have a comprehensive set of formal legal arrangements with all relevant entities covering discharges of water into the Brook. Such legally documented arrangements continue to be made every time any new building takes place on the Biomedical Campus, and we expect to enter into similar engagements with Network Rail in due course (please see below).

The evidence already presented to the Inquiry has identified and alluded to many aspects of the wide range of interactions that will necessarily take place between the CSIE project and Hobson's Brook, both in terms of drainage and in terms of environmental impacts.

The Trust has very few observations to raise on the Draft Protective Provisions (Part 4). There are a few points of detail which are set out as a footnote to this letter.

We have three major areas of concern arising from the Draft Order.

1. In the definition of 'specified work' on page 49 the distance of 5 metres from the watercourse is in square brackets in the Draft Order.

It has emerged in the evidence to the Inquiry that two tracks will be used as approach roads from Addenbrooke's Road alongside the watercourse. These are Approach Roads 2 and 6. Both will carry very many more, much larger and heavier vehicles than at present, with Approach Road 2 being extensively used throughout the construction phase, taking on many features of a regular road. Approach Point 1 will also have a major impact on the Brook. Approach Roads 1 and 7 will have potential impact, with Approach Road 1 draining into the South Ditch and therefore into the Brook.

The proximity of these approach roads to the margins of the Brook and its tributary ditches means that the potential for serious damage to the watercourse and its ecology from runoff, and the vibration and noise associated with frequent movement of large vehicles is high. We therefore request that the figure now in square brackets be set at 50 metres. This would also help to deal with the construction work associated with the area around the proposed Construction Compounds 1 and 2 and the Rail Systems Compound and works that will take place in due course to landscape the exchange land.

Both Construction Compounds 1 and 2 are located in close proximity to the Brook. Setting the margin at 50 metres would ensure that the impacts of the nearest parts of the Construction Compounds would be included.

We appreciate that the proposed Code of Construction Practice will be intended to provide a set of arrangements to control the interfaces with the Brook. However, we feel that widening the margin set out in the Protective Provision as proposed here will help to reinforce the stipulations in the proposed Code of Construction Practice.

We have also raised a concern about the proposed arrangements for vehicle tyre washing, and we believe that a 50 metre margin will better reflect the impact zone of these and similar activities that are potentially highly detrimental to the Brook.

2. At 2(f) 'detriment' is defined to include any harm to the ecology of the waterway (watercourse).

In order to have an effective set of parameters to measure harm to the ecology of the Brook we believe that it would be necessary to specifically benchmark the ecology of the watercourse in the vicinity, for example, of Approach Roads 2 and 6. We therefore request that an obligation be placed on Network Rail through the Protective Provisions to have an experienced local ecological survey company (one example would be MKA Ecology Limited) undertake a full survey of the Brook in the areas covered by (1) above over a relevant representative period before the commencement of any work. This concept could usefully be included in Section 5 of Part 4.

3. At Item 10 there is a reference to lighting. The Trustees' concern is not so much with the adequacy of lighting, as with an excess of artificial lighting in the vicinity of the watercourse during construction. We request that the provisions should include an obligation on Network Rail and its contractor to confer with the Trust and its advisors to agree a protocol that will minimise the impact of artificial light on the watercourse, including from the Construction Compounds.

Finally, although not directly related to the Protective Provisions, the Trustees wish to ensure that the Order will encompass Network Rail entering into agreements with the Trust broadly identical to those referred to above under which the Trust would grant easements to Network Rail covering its future discharge of water into the Brook.

Because the Trust is a charity and because previous agreements do not envisage or include the construction of Cambridge South station, the Trust will be obliged to follow the Charities Act procedures for obtaining a Surveyor's Report on the easements to be granted in due course. The cost of such a report, and any payments arising therefrom to the Trust from Network Rail, together with the related legal costs will need to be recognised within Network Rail's budgets for the CSIE project.

Similarly any groundwater dewatering and discharge arising from piling activity or the excavation of the proposed lift shafts will require documented agreements from the Trust, and the likely involvement of our expert advisers. We will be happy to co-operate promptly in production of these, but we would of course expect the costs of our expert advisers to be met by Network Rail.

These would not be significant elements of cost within the whole context, but we would not want the well-established and accepted principles to be lost. We believe that Network Rail is already familiar with the standard documentation that the Trust enters into as Grantor.

We will of course be very happy to provide any further information that you, (or Network Rail or its agents), may require.

With many thanks for your kind attention.

Yours truly

John A. Latham.

John A Latham

Chairman

chair@hobsonsconduittrust.org

Footnote:

The Trust is called 'Hobson's Conduit Trust'

In 'protective work' there is a reference to paragraph 7(3)(a) and we think that should be to 6(3)(a).

In the definition 'the waterway' on page 49 reference is made to Hobson's Conduit. We would prefer to see 'Hobson's Brook and Conduit' as this better reflects the usual characterisation of the watercourse.

We would prefer use of 'watercourse' rather than 'waterway'.

On page 50 item 4. there is a reference to paragraph 7, and we think that should be 6