

Trent – Sow Parklands and Cannock Chase AONB HS2 Group Terms of Reference

1. Introduction

1.1 The section of High Speed Two Phase 2a that crosses Great Haywood in Community Area 2, passes through, and by, a notable collection of nationally and locally important landscapes. These include the wash lands at the confluence of the rivers Trent and Sow; the historic designed landscapes of Shugborough, Ingestre and Tixall; 18th and 19th century transport infrastructure; the conservation areas of The Trent & Mersey Canal, Staffordshire & Worcestershire Canal, Ingestre, Tixall, Great Haywood and Shugborough and Colwich and Little Haywood; together with a number of listed buildings¹. Part of this landscape is within the nationally designated Cannock Chase Area of Outstanding Natural Beauty (AONB), and part of it lies adjacent to the AONB (i.e. the setting).

1.2 The integration of HS2 within this landscape requires careful consideration through design in order to mitigate the scheme and its effects. A high standard of design is required, especially for substantial structures such as the Great Haywood Viaduct, and mitigation measures which seek the sympathetic integration of the railway within the wider historic landscape.

1.3 To assist the nominated undertaker in achieving these ends, the Trent – Sow Parklands and Cannock Chase AONB HS2 Group ('the Group') will work with the nominated undertaker² in pursuing its responsibility to design and implement the works authorised by the Bill.

2. Purpose and Remit

2.1 The purpose and remit of the Group is to work on a collaborative basis to:

- develop design principles (both general and detailed) that could reasonably be applied to HS2 works in the Trent – Sow Parklands and the setting of Cannock Chase AONB (broadly the eastern part of HS2 Phase 2A Community Area 2 between Great Haywood and Ingestre, the 'Area of Remit'), which aim to achieve an exemplar landscape and viaduct design for the project;
- provide advice and response to the nominated undertaker on the design of the key railway infrastructure in this area, namely the Great Haywood Viaduct and Ingestre Green Overbridge, as well as landscape, earthworks and planting design; and

¹ There are also a number of natural environment designations including the Pasturefields Salt Marsh Special Area of Conservation, and Rawbones Meadows Site of Special Scientific Interest.

² The nominated undertaker is HS2 Ltd or any other party appointed as nominated undertaker under the High Speed Rail (West Midlands – Crewe) Bill ('the Bill')

- work in partnership to harness local knowledge and pro-actively identify and propose new environmental enhancement measures in the Group's Area of Remit but outside of Bill limits.

3. Core Membership

3.1 Membership of the Group will consist of representatives of the following organisations:

- The nominated undertaker
- Staffordshire County Council
- Cannock Chase AONB Partnership
- Sandwell Metropolitan Borough Council
- Staffordshire Wildlife Trust
- Natural England
- Historic England
- The Canal & River Trust
- The Inland Waterways Association
- The Landmark Trust
- National Trust

3.2 Each member will submit a named individual to act as their 'lead' representative. A substitute for each member will also be named, to deputise if/when required, but all participants should aim to achieve continuity in the work of the Group as far as practically possible.

3.3 During the lifetime of the Group, additional members may be co-opted for their expert or unique insight, at the discretion of the Group Chair for attendance at specific meetings. This may include members from the HS2 Design Panel, who will independently be considering the design proposals for the Great Haywood Viaduct and associated infrastructure.

3.4 Attendance from other organisations such as the Forestry Commission, the Environment Agency and relevant Parish Councils and community organisations should take place as appropriate and be discussed in advance with the nominated undertaker. All members will be subject to the Nolan principles of public life³.

4. Duration of Group

4.1 The Group will meet at regular intervals until the Great Haywood Viaduct, Ingestre Green Overbridge and landscape earthworks have been approved under Schedule 17 to the Bill limits. Once the remit from these Terms of Reference is

³ <https://www.gov.uk/government/publications/the-7-principles-of-public-life>

fulfilled, and the funding from the nominated undertaker has ceased, the Group shall decide whether the members wish to continue to meet to discuss matters of interest.

5. Scope and Function

5.1 Through collaboration and in a non-statutory role (and recognising that some members have a separate statutory role), the Group will work in partnership to harness local knowledge and provide input into the development process for the design of HS2's Proposed Scheme in the Trent – Sow Parkland and Cannock Chase AONB and its setting. The Group will work collaboratively and in a timely way to consider the three areas of work defined in the purpose and remit in section 2 above.

6. Design Principles

6.1 The Group will develop a set of design principles for the works authorised by the Bill in the Area of Remit. These principles will address the design of key railway infrastructure in this area, namely the Great Haywood Viaduct and Ingestre Green Overbridge, as well as landscape, earthworks and planting design

6.2 To inform the Group's own design principles, HS2 have developed the 'Phase 2a Great Haywood Illustrative Design Plan', which sets out HS2 design principles for the area at the Project's current design stage. The Group will seek to settle its Design Principles to a timetable agreed between the parties, and which may be varied by agreement between the parties, to ensure they are available to inform the design of the works.

6.3 The nominated undertaker will have due regard as far as is reasonably practical to the outputs of the Group, and so far as they:

- do not impact the timely economic and safe delivery and/or operation of the railway;
- meet the Environmental Minimum Requirements; and
- are relevant to the grounds on which the relevant planning authority would be entitled to refuse approval under Schedule 17 to the Bill.

7. Overview of design

7.1 The Group will review the nominated undertaker's emerging designs for the railway, including:

- The Great Haywood Viaduct;
- The Ingestre Green Overbridge;

- Landscape earthworks;
- The design of balancing ponds/attenuation features; and
- Planting design (as required by paragraph 7.5.2 of the draft Planning Memorandum⁴).

7.2 Notwithstanding any pre-submission discussions that will take place with relevant local planning authorities and other bodies, prior to the completion of the detailed design for these works the nominated undertaker will present emerging design outputs to the group in order to allow members reasonable opportunity to comment on the design. The Group will provide such comments within 28 days of receipt of the details in respect of such design. This period may be extended by the nominated undertaker in the event of exceptional circumstances outside the Group's control. The nominated undertaker will have due regard as far as is reasonably practical to the comments of the Group in so far as they do not impact the timely economic and safe delivery and/or operation of the railway, and are relevant to the grounds on which the relevant planning authority would be entitled to refuse approval under Schedule 17 to the Bill.

8. Identify and propose new environmental enhancement measures

8.1 The group shall identify and propose environmental enhancement measures in the Group's Area of Remit but outside of Bill limits.

8.2 To accomplish this, the group will develop and co-ordinate recommendations to HS2 Ltd for appropriate additional enhancement measures for the operation of the railway, subject to the accepted limitation that proposals 'do not unreasonably impact on the timely, economic and safe delivery and operation of the railway'.

8.3 In achieving this aim the Group will develop an 'HS2 Environmental Enhancement Plan for the Trent – Sow Parklands and Cannock Chase AONB' in line with the agreed timetable referred to in clause 6.2, which will identify additional environmental enhancements within the Group's Area of Remit.

8.4 In all aspects of its work the Group will consider how best to respond to the social, economic and environmental aspects of the locality. It will seek to maximise environmental gain from major infrastructure to achieve a more distinctive and sensitive outcome for the Group's Area of Remit.

8.5 The members of the Group (other than the nominated undertaker) would be responsible for obtaining any relevant approvals, including landowner approvals. None of the proposals should prevent or hinder the timely delivery of the Proposed Scheme and should complement (not contradict) the design of the Proposed Scheme delivered under the Planning Regime set out under Schedule 17 to the Bill.

⁴ <https://www.gov.uk/government/publications/environmental-minimum-requirements-for-hs2-phase-2a>

8.6 In developing proposals the Group will consider how best to respond to the statutory duty on relevant authorities to have regard to the 'purpose of conserving and enhancing the natural beauty of the Area of Outstanding Natural Beauty'⁵. This will be considered in the context of DEFRA guidance, which sets out that the statutory duties in relation to AONBs apply to 'any decisions or activities' concerning AONB land, 'not just to those that relate to narrowly-defined environmental or countryside issues'⁶; and also, that sometimes 'the activities of certain authorities operating outside the boundaries of these areas may have an impact within them'. The Group will have due regard to the Cannock Chase AONB Management Plan 2019-2024, and the AONB Partnership's objectives⁷.

8.7 The Group will provide the HS2 Environmental Enhancement Plan to the Secretary of State who will consider the reasonableness of the additional measures and whether they align with the purpose and scope of the Group, and on that basis make a decision on funding them. Any funded additional measures would be delivered by the members of the Group, other than the nominated undertaker. In the event that the Secretary of State were to decide to refuse funding of the additional measures or any part of them, then:

- a) the Secretary of State will not unreasonably refuse a request from the Group to consider alternative measures; and
- b) the Secretary of State will not unreasonably refuse a request for an extension of the period by which the HS2 Environmental Enhancement Plan must be developed in accordance with paragraph 8.3 above.

9. Management of information and input from members

9.1 The nominated undertaker will endeavour to make available all relevant project survey and technical information pertaining to the Group's Area of Remit, where this would support the function and outputs of the Group. Any information provided to the Group should be provided by the nominated undertaker in a timely manner to allow its members to have sufficient time to consider it in advance of meeting. To be effective the Group will be kept informed by HS2 Ltd/the nominated undertaker as and when appropriate about other relevant HS2 fora and decision-making processes, including the HS2 Design Panel, the Ecology Review Group, Growth Taskforce, Planning Forum, etc.

⁵ As set out in Section 85 of the Countryside and Rights of Way Act 2000 (CRoW), <http://www.legislation.gov.uk/ukpga/2000/37/contents>

⁶ Duties on relevant authorities to have regard to the purposes of National Parks, Areas of Outstanding Natural Beauty (AONBs) and the Norfolk and Suffolk Broads: Guidance Note (DEFRA, 2005)

⁷ As set out in the Cannock Chase AONB Management Plan 2019-24 (<https://cannock-chase.co.uk/wp-content/uploads/2019/10/AONB-Cannock-Chase-Management-Plan-2019-24.pdf>)

10. Chair

10.1 The Group will select and appoint an external and independent chair with appropriate experience subject to the approval of that appointment by HS2 Ltd/DfT

10.2 The Group will fund any costs of the Independent Chair from the Group's administrative budget.

11. Coordination and record keeping

11.1 The Group will seek to appoint a Project Manager with appropriate skills and experience to provide administrative support to the Group's activities and coordinate interaction between Group members and external agencies and partners.

11.2 A Job Description/Person Profile for the role will be developed by the Group with the support and approval of HS2 Ltd.

11.3 The Project Manager role will be funded through the Group's existing administrative budget.

11.4 The Project Manager will arrange that a secretariat is provided for the group from its own resources. In this capacity, the Project Manager will:

- Circulate draft meeting minutes for comment and any material discussed (including presentation slides) at the previous meeting as soon as reasonably practicable after the meeting;
- Agree a suitable agenda for a Group meeting with the Group's independent chair and circulate the agenda and where reasonably practicable, any non-sensitive materials, five days prior to the Group meeting;
- Ensure circulation to the agreed points of contact for each of the organisations invited to attend the Group meeting; and
- Set out agreed action points and report progress to the Group.

11.5 HS2 Ltd/the nominated undertaker will, at its own cost, publish the final agreed minutes of meetings on the nominated undertaker's website (unless otherwise agreed by the Group) and keep organisations, who have so requested, updated on matters considered by the Group (please see "Confidentiality" section below).

12. Decisions

12.1 The Group Chair will aim to reach a consensus amongst members and will provide recommendations to the nominated undertaker. In the event that all members do not reach consensus on any particular matter then this will be appropriately minuted. Comments received from DfT will also be minuted. It is recognised that the Group members will have their own decision making constraints

and processes that have to be followed in accordance with their organisation's procedures. Nevertheless, each member should take reasonable steps to ensure any formal views are provided in a timely manner that does not adversely affect the delivery programme, and represent the settled views of the organisation they represent.

12.2 The nominated undertaker will have due regard as far as is reasonably practical to the outputs of the Group, and so far as it does not impact the timely economic and safe delivery and operation of the railway, and is relevant to the grounds on which the relevant planning authority would be entitled to refuse approval under Schedule 17 to the Bill.

13. Meetings

13.1 The expectation is that the Group will meet as appropriate to support the outputs outlined above. The timing of the meetings will reflect the design programme for HS2 and there may be times during which design work is not taking place and the Group need not meet. The frequency of meetings should be kept under review of the Group and will reflect the outputs of HS2's design process. The normal expectation would be that a meeting will be no longer than 3 hours duration.

14. Reimbursement of Costs

14.1 Reasonable professional and administrative costs of the Group will be met by the nominated undertaker. This will include the direct actual expenses incurred by members both for attending and for work outside of meetings to support professional input to the Group by its members.

14.2 Funds will also be allocated from the budget for the services of an independent Chair, a Project Manager and to cover the professional fees of appropriate consultants to assist the group in fulfilling its remit.

14.3 Any reimbursement of costs to members of the Group, and any payments for both the Independent Chair and the Project Manager, will be administered by a separate agreement/memorandum of understanding with the nominated undertaker. Whilst this agreement will be subject to a separate discussion, the level of re-imburement will be limited to the actual costs incurred, so far as those costs are reasonable, appropriate and are required to support the function and outputs of the Group. The total amount paid to the Group for the reimbursement of costs will be no more than £150,000 per annum.

14.4 It is anticipated that no more than two staff members per organisation would need to attend meetings.

15. Confidentiality

15.1 Meetings of the Group are intended to be open and transparent. However, in some instances, to ensure that certain discussions can take place in a timely way and recognising the sensitive nature of some HS2 proposals it may be necessary to discuss and share information that is confidential in nature or has commercial implications. In the event that this situation arises, the nominated undertaker will firstly confirm that the intention is to discuss confidential matters. Recognising that most members of the Group are required to comply with obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, confidential information will only be discussed and shared with members of the Group that have entered into a separate confidentiality agreement with the nominated undertaker.