



# MetroWest+

## Portishead Branch Line (MetroWest Phase 1)

Planning Inspectorate Reference: TR040011

Applicant: North Somerset District Council

9.3.15 ExA.SoCG-NRIL.D7.V1 - Statement of Common Ground

Between:

- (1) North Somerset District Council; and
- (2) Network Rail Infrastructure Limited

Version: 1

Date: April 2021



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## 1. ABBREVIATIONS

2008 Act	Planning Act 2008
Applicant	North Somerset District Council
DCO	Development Consent Order
ES	Environmental Statement
NRIL	Network Rail Infrastructure Limited
PINS	Planning Inspectorate
SoCG	Statement of Common Ground

In the text, "Document Reference" refers to the DCO document reference number as shown on the documents on the Portishead Branch Line (MetroWest Phase 1) [project page on the PINS website](#).

In cases where a document appears twice and there are two Document Reference numbers, (for example, the Avon Gorge Vegetation Management Plan which appears twice as standalone Document Reference number 8.12 and as ES Appendix 9.11, Document Reference 6.25), we have used the Document Reference number for the standalone document.

## **2. INTRODUCTION**

- 2.1 This Statement of Common Ground ("SoCG") has been prepared by North Somerset District Council ("the Applicant") and Network Rail Infrastructure Limited ("NRIL") to set out the position between the parties in relation to the Development Consent Order ("DCO") application for the Portishead Branch Line (MetroWest Phase 1) ("the DCO Scheme").
- 2.2 This SoCG sets out the relationship between the Applicant and NRIL and has been structured to reflect topics of interest to NRIL in relation to the application for the DCO Scheme.

## **3. SCHEME OVERVIEW**

- 3.1 The Applicant has applied to the Planning Inspectorate ("PINS") for a DCO to construct the Portishead Branch Line under the Planning Act 2008 ("Application"). The Application was made on 15 November 2019 under reference TR040011 and was accepted for examination on 12 December 2019.
- 3.2 The DCO Scheme will provide an hourly (or hourly plus) railway service between Portishead and Bristol Temple Meads Railway Station, with stops at Portishead, Pill, Parson Street and Bedminster.
- 3.3 The DCO Scheme comprises the Nationally Significant Infrastructure Project ("NSIP") as defined by the Planning Act 2008 ("the 2008 Act") to construct a new railway 5.4 km long between Portishead and the village of Pill, and associated works including a new station and car park at Portishead, a refurbished station and new car park at Pill and various works along the existing operational railway line between Pill and Ashton Junction where the DCO Scheme will join the existing railway. Ashton Junction is located close to the railway junction with the Bristol to Exeter Mainline at Parson Street.<sup>1</sup>
- 3.4 The Application has been accompanied by an Environmental Statement ("ES") because the DCO Scheme is classified as EIA development in the EIA Regulations 2017<sup>2</sup>.

## **4. THE RELATIONSHIP BETWEEN THE APPLICANT AND NRIL**

- 4.1 The Applicant is the promoter of the DCO application.

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<sup>1</sup> Please refer to Schedule 1 of the DCO (Document 3.1) for more detail.

<sup>2</sup> The Town and Country Planning (Environmental Impact Assessment) Regulations 2017

- 4.2 NRIL is the owner and manager of the national rail network in the UK pursuant to its licence (updated 1 April 2019) ("Licence") as granted by the Office of Rail and Road ("ORR").
- 4.3 Because of the nature of the DCO Scheme, the Applicant and NRIL are working together over the following periods of the DCO Scheme:
- 4.3.1 promotion of the DCO application;
  - 4.3.2 implementation and construction of the DCO Scheme; and
  - 4.3.3 operation of the DCO Scheme following construction.

#### **4.4 Promotion of the DCO Application**

- 4.4.1 NRIL supports the application for the DCO Scheme.
- 4.4.2 The Applicant and NRIL have been working together since 2013 in the working up of the submission of the application for the DCO. The parties have agreed to continue to work together in the promotion by the Applicant of the application through the examination by the Secretary of State for Transport ("Examination") including:
- (a) settling the form of the DCO application documents and any other documents required to support the DCO application;
  - (b) advising on the scope of the DCO and works to be authorised by the DCO, including engineering and technical matters;
  - (c) advising on matters relating to the national rail network including any works or operation of services on the national rail network;
  - (d) in relation to any consultation and engagement with third parties and stakeholders, including objectors to the DCO; and
  - (e) in relation to all aspects of the Examination, including attendance at hearings, provision of written representations and other documentation.

#### **4.5 Implementation and construction of the DCO Scheme**

- 4.5.1 The Applicant and NRIL together with the West of England Combined Authority ("WECA") are working together to formulate a strategy for the procurement of contractors to carry out the construction of the DCO Scheme, should the DCO be made.
- 4.5.2 The Applicant and NRIL agree that, if required, the benefit of the DCO may be transferred from the Applicant to NRIL in accordance with the relevant

provisions of the draft DCO (see article 11 of DCO Application Document 3.1). In any event the parties agree that, subject to NRIL's requirements for the standard of construction of the relevant works and the appropriate land and rights being transferred to NRIL, NRIL will accept ownership of and will maintain Works No. 1, 1A, 1B and 1C and the relevant associated development as part of the national rail network (subject to any leasing of stations to train operating companies).

4.5.3 NRIL has agreed to powers being sought over NRIL's land, and the Parties have agreed protective provisions that protect NRIL's operational railway – see Part 1 of Schedule 16 to the dDCO (Document 3.1).

#### **4.6 Operation of the DCO Scheme**

4.6.1 If the DCO is made, any land and rights that NRIL consider are necessary for the operation of the DCO Scheme will be vested in NRIL.

4.6.2 Following construction of the DCO Scheme, the parties agree that the elements of the DCO Scheme that comprise railway and associated railway infrastructure that forms part of operational railway land will become part of the national rail network.

### **5. OTHER MATTERS AGREED BY THE APPLICANT AND NRIL IN RELATION TO THE DCO SCHEME**

#### **5.1 Biodiversity, Ecology and the Natural Environment**

5.1.1 The existing freight line passes through the Avon Gorge Woodlands Special Area of Conservation (SAC).

5.1.2 The proposed mitigation and compensation measures in respect of potential adverse effects on integrity to the Avon Gorge Woodlands SAC have been discussed by the Applicant with NRIL.

5.1.3 The extent to which mitigation and compensation measures are secured in the draft DCO and Avon Gorge Vegetation Management Plan (Document Reference number 8.12) have been discussed by the Applicant with NRIL.

#### **5.2 Draft Development Consent Order (draft DCO)**

5.2.1 The powers, mitigation and compensation measures which are secured in the draft DCO and Avon Gorge Vegetation Management Plan have been discussed by the Applicant with NRIL.

5.2.2 The Parties anticipate that the provisions of Article 11 of the DCO (Agreements with Network Rail) will be used to transfer to NRIL the powers in the Order to operate and maintain the railway works and works ancillary to the railway.

### **5.3 Public rights of way and cycle routes**

#### *The National Cycle Network*

5.3.1 NRIL granted a licence to Sustrans on 20 January 2004 ("Sustrans Licence"). The Sustrans Licence gives Sustrans the right to construct and maintain over the "Portishead Closed Branch Line" certain cycle path works for the underbridges where the disused railway passes under Royal Portbury Dock Road, Marsh Lane and the M5. These form part of Sustrans' National Cycle Network Route 26.

5.3.2 Prior to commencement of the works relevant to the Sustrans Licence, NRIL intends to terminate the Sustrans Licence.

5.3.3 Work No. 14B comprises a realignment of the existing permissive route under Royal Portbury Dock Road and will be located on land that is and will remain in NRIL's Ownership.

5.3.4 Work No. 16 comprises a realignment of the existing permissive route under Marsh Lane and will be located in part on land that is and will remain in NRIL's Ownership.

5.3.5 Some minor works of realignment and fencing will be carried out in the bridge carrying the M5 Motorway over the disused railway, parallel to, and ancillary to, the railway forming Work 1B.

5.3.6 NRIL intends to permit the relevant works to be carried out and on completion of the relevant works and subject to any railway safety concerns NRIL will re-grant a licence to Sustrans (or the Applicant) to permit access to the altered routes to allow them to again form part of NCN 26. The Licence will be on terms similar to the Sustrans Licence.

5.3.7 Further details are provided at Appendix 1.

### **6. BRISTOL PORT COMPANY**

6.1 NRIL and the Applicant are engaged in detailed discussions with Bristol Port Company (BPC).

6.2 NRIL will carry out works to BPC's connecting railway from Royal Portbury Dock to the National Rail Network, subject to Order powers being granted, or

agreement being reached with BPC. These works are to install the required signalling and other equipment necessary to facilitate movements from and to Royal Portbury Dock onto the National Rail Network, and to laterally slew the connecting railway at Portbury Dock Junction.

- 6.3 In relation to the existing access across the disused railway formed by BPC at Court House Farm, NRIL entered into a deed of easement with BPC to grant BPC access over NRIL's land by way of a surface level route until such time as the land is needed for railway works such as the MetroWest scheme. NRIL will under the terms of the deed of easement be entitled to terminate the easement by serving BPC with 12 months' notice.
- 6.4 NRIL intends to serve this notice if the DCO is made by the Secretary of State. NRIL and the Applicant will continue to liaise with BPC in relation to the construction of a new bridge over NRIL's land to connect the two parcels of BPC's land on either side of NRIL's land.
- 6.5 BPC has requested clarification regarding the allocation of freight train paths over the Portishead Branch Line following completion of the authorised development. NRIL and the Applicant believe that clause 15 the agreement between Railtrack PLC (as NRIL was then known) and BPC dated 22 November 2000 is relevant. Clause 15 of the Agreement states (in part):
- "that 20 trains (40 movements) per day to use the branch line between Bristol Port Co at Portbury and Bristol Temple Meads will be protected, subject to Regulatory approval and an agreed Track Access Agreement"*
- 6.6 NRIL has written to BPC to confirm that it believes that Clause 15 is still effective. NRIL's letter is attached at Appendix 2.

## **7. NATIONAL TRUST**

- 7.1 NRIL and the Applicant have been working together to seek agreement from National Trust for works to NT's land in the Avon Gorge west of and above NRIL's existing operational freight line through the Avon Gorge. The proposed works include vegetation clearance, site inspections, rock scaling (to remove loose rocks that may fall on the railway), insertion of rock bolts to stabilise the rock face and the installation of catch fences in certain location (the Proposed NT Works).
- 7.2 NRIL have met with NT, together with NSC, to discuss access on to NT's land to carry out the Proposed NT Works and the ongoing arrangements for inspections and maintenance for the Proposed NT Works.

- 7.3 NRIL and the Applicant have agreed that, unless otherwise agreed with NT and subject to detailed design, the proposed catch fences will be installed on NRIL's existing railway land.
- 7.4 NRIL and the Applicant will continue to liaise with NT in relation to the Proposed NT Works.

## **8. FREIGHTLINER LIMITED**

- 8.1 NRIL has agreed terms for an option agreement for leases for use of part of Freightliner Limited's existing sidings at South Liberty Lane, Bedminster. Temporary use of land at Freightliner Limited's sidings is proposed for the purposes of works to the adjacent Parson Street Junction are provided for in as plots 17/05 and 17/10, with temporary access over plots 17/15 and 17/20 of the Land Plans (Application ref: 2.2) and Book of Reference (Application ref: 4.3).
- 8.2 The Applicant will agree with Freightliner Limited not to exercise its powers in relation to these plots if the option agreement for leases between NRIL and Freightliner is completed and can be relied upon by NRIL.

## **9. NRIL'S PERMITTED DEVELOPMENT WORKS**

- 9.1 NRIL and the Applicant have agreed that as part of the wider MetroWest Phase 1 works on NRIL's operational railway, NRIL will carry out certain works to its existing operational railway under its permitted development rights. These works fall outside of the application for development consent.
- 9.2 The principal permitted development works required for MetroWest Phase 1 are:
- 9.2.1 Parson Street Junction including Liberty Lane Sidings: the junction of the Bristol-Exeter railway with the Portishead Branch Line will be relayed, including works to connect from NRIL's network to the South Liberty Lane sidings leased by NRIL to Freightliner Limited;
  - 9.2.2 Parson Street Station: minor works to the platforms;
  - 9.2.3 the Bedminster Down Relief Line: re-lay the Bedminster Down Relief line, at Bedminster station. The line is currently not operational. It will be restored for use to allow freight trains heading to Royal Portbury Dock to recess in the Bedminster Down Relief line to regulate service patterns on the Portishead Branch Line; and
  - 9.2.4 Severn Beach / Avonmouth Signalling: minor signalling works (already carried out).

## 10. AGREEMENT ON THIS STATEMENT OF COMMON GROUND

This Statement of Common Ground has been jointly prepared and agreed by:

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<b>The Applicant</b>
<i>Name: James Willcock</i>
<i>Signature:</i> 
<i>Position: MetroWest Programme Manager</i>
<i>On behalf of: North Somerset District Council</i>
<i>Date: 13/04/2021</i>

<b>Network Rail Infrastructure Limited</b>
<i>Name: Richard Cole</i>
<i>Signature:</i> 
<i>Position: Senior Sponsor</i>
<i>On behalf of: Network Rail Infrastructure Limited</i>
<i>Date: 14/04/2021</i>

## APPENDIX 1

### The Impacts on Public Rights of Way and permissive

#### Cycle Paths between Portbury and Pill

1. Network Rail granted a licence Sustrans on 20 January 2004 (the Licence). The Licence gives Sustrans the right to construct and maintain over the "Portishead Closed Branch Line" certain cycle path works as shown on the plans annexed to the Licence, in 3 areas, being proximate to:

- (i) The Bridge carrying Royal Portbury Dock Road over the Portishead Closed Branch Line;
- (ii) The Bridge carrying Marsh Lane over the Portishead Closed Branch Line; and
- (iii) The Bridge carrying the M5 Motorway over the Portishead Closed Branch Line.

The Licence allows Sustrans to invite the public to use the land as a cycle route and also as a footway. Sustrans must pay all costs associated with the use and maintenance of the land in this way.

2. Under the DCO Scheme a range of works need to be undertaken on and in the vicinity of NCN Route 26. These are summarised as follows:

#### *The Bridge carrying Royal Portbury Dock Road over the Portishead Closed Branch Line*

NCN Route 26 follows the bridleway network either side of Royal Portbury Dock Road, to the north of the Portishead closed branch line.

The NCN route crosses Royal Portbury Dock on the level to the north of the bridge carrying Royal Portbury Dock Road over the Portishead closed railway line. This is an uncontrolled crossing over a single carriageway highway, built to accommodate (and carrying) Port related traffic, with a speed limit of 30mph.

The Licence allows cyclists and pedestrians to divert off the bridleway network (Bridleways LA15/21/20 west of Royal Portbury Dock Road and LA8/66/10 east of Royal Portbury Dock Road) and pass under Royal Portbury Dock Road using part of the railway track bed. The Licence route connects the two bridleways on either side of Royal Portbury Dock Road.

#### *The Bridge carrying Marsh Lane over the Portishead Closed Branch Line*

Similar arrangements apply at Marsh Lane as are at Royal Portbury Dock Road. The NCN crosses Marsh Lane on the level to the north of the Portishead closed railway line. To the West of Marsh Lane is Bridleway LA8/66/10 and to the west is Bridleway LA/67/10. To provide a crossing for cyclists and walkers that avoids the need to cross over the carriageway of Marsh Lane on the level, the Licence allows users to pass under Marsh Lane on the existing track bed of the Portishead Closed Branch Line.

*The Bridge carrying the M5 Motorway over the Portishead Closed Branch Line*

The bridleway network does not provide a direct link from Marsh Lane to Pill. The bridleway from Marsh Lane (LA8/67/10) runs parallel to the M5 to a terminus point underneath the M5 Avonmouth Bridge.

The Licence allows users of NCN 26 to pass under the M5 through the railway underbridge and to connect to NCN 41 on the eastern side of the M5. NCN 41 is part of a public right of way providing a route for pedestrians, cyclists and motorised vehicles of less than 50cc a route from Pill over the Avonmouth Bridge to Avonmouth and Shirehampton.

3. To implement the DCO Scheme, works are required at each of the three underbridges to which the Licence applies. During construction the use of the three underbridges for pedestrian and cycle uses will not be possible as the areas will be active construction sites. On that basis it is proposed that Network Rail will terminate the Licence prior to works commencing for the construction of MetroWest Phase 1.
4. Following the construction of the DCO Scheme, and subject to the necessary regulatory clearances, Network Rail will seek to re-grant the Licence on terms similar to the current licence with Sustrans, if Sustrans will agree to the licence being regranted.
5. Network Rail and the Applicant will look to work with Sustrans and Bristol Port Company to provide that the regranted licence route, at Marsh Lane, will connect with Work No. 16 if provided by the Applicant pursuant to the Order or by licence between the Applicant or Sustrans with Bristol Port Company so that a continuous route is available on a permissive basis from Bridleway to Bridleway under the bridge carrying Marsh Lane over the Authorised Development.

## **WORKS IN THE VICINITY OF ROYAL PORTBURY DOCK**

6. The proposed works to NCN 26 are illustrated in the following plans submitted as Application doc ref 2.37 (APP-033) and titled National Cycle Network (NCN) Temporary and Permanent Work Plans:

- 467470.BQ.04.20-530;
- 467470.BQ.04.20-540;
- 467470.BQ.04.20-550;
- 467470.BQ.04.20-551;
- 467470.BQ.04.20-552;
- 467470.BQ.04.20-553; and
- 467470.BQ.04.20-554.

7. In summary the proposed works provide:

- (i) Improved waiting areas at Royal Portbury Dock Road for persons seeking to use the bridleway route to cross Royal Portbury Dock Road.
  - (ii) A new path available to users on a permissive basis for post-construction to connect the bridleways on either side of Royal Portbury Dock Road, using the existing Royal Portbury Dock Road bridge over the Portishead Closed Branch Line, once the railway has reopened. The new route will connect to the bridleways on either side of Royal Portbury Dock Road.
  - (iii) At Marsh Lane a temporary additional permissive facility of a connection to Marsh Lane from the bridleway (Work No. 15) will be provided to reduce the risk of conflict between non-motorised users and construction traffic using the bridleway north of Marsh Lane.
  - (iv) The bridleway east of Marsh Lane to the M5 Bridge will be closed for the duration of the construction of the DCO Scheme. The route will be used as a construction haul road.
- 10.1.1 (v) As part of the works a new connection between the bridleways on either side of Marsh Lane will be provided under Marsh Lane using the existing bridge carrying Marsh Lane over the Portishead Closed Railway Line.
- (vi) In the vicinity of the M5 motorway, a new bridleway will be provided from the termination point of the existing bridleway LA8/67/10, then heading under the M5 Avonmouth bridge and east and south to connect with NCN 41.
  - (vii) In addition, a new permissive path will be provided to allow pedestrians and cyclists to use the bridge under the M5 utilised by the Portishead branch line.

10. It is agreed between Network Rail and the Applicant that, following:

- completion of the MetroWest Phase 1 works; and
- decommissioning of the construction compounds;

and subject to any Network Rail operational requirements, regulatory consents and clearances having first been obtained, Network Rail will grant a new licence for the three new permissive paths to be provided under the overbridges of Royal Portbury Dock Road, Marsh Lane and the M5 motorway. The new licence will be on Network Rail's standard terms for cycle path licences (subject to any reasonable amendments NR may require).

11. Diversions during the construction works:

- (i) The Applicant has prepared plans (reference 674946.BQ.42.01-035-037) being part of the plans entitled "diversion routes for pedestrians and cyclists" (Application ref 2.34, examination library re APP- 029).
- (ii) The Applicant will erect and maintain signage to inform users of NCN 26 of temporary stopping up and available alternative route.

## **APPENDIX 2**

Letter to BPC from Network Rail dated 9 April 2021



First Corporate Shipping Ltd  
At Andrews House  
St Andrews Road  
Bristol  
BS23 1UJ

Network Rail  
Western House  
1 Holbrook Way  
Swindon  
SN1 1DG

9<sup>th</sup> April 2021

Dear Sirs

### **The Proposed Portishead Branch (Metro West Phase 1) Order**

During the course of the Examination into the proposed Order, concerns have been raised on behalf of the Port of Bristol that the introduction of passenger services on the Portishead Branch Line may compromise the ability of freight trains to use the line.

This matter is dealt with by the Works agreement dated 22 November 2000 made between Railtrack PLC (now renamed Network Rail Infrastructure Limited) and First Corporate Shipping Limited relating the recommissioning of part of the branch line from Portishead to Bristol.

The Works Agreement contains the following provision:

*“15. Track Access*

*The development of passenger services on the branch line shall be encouraged on the basis that they could supply additional revenue. The ability to expand freight train operations must not be unreasonably compromised by the development of passenger services. The twenty trains (40 movements) per day to use the Branch Line between Bristol Port Co at Portbury and Bristol Temple Meads will be protected, subject to Regulatory approval and an agreed Track Access Agreement.”*

On behalf of Network Rail Infrastructure Limited I can confirm that the Works Agreement remains in effect and that clause 15 of the Works Agreement and will not be affected by the above Order (if made).

Yours faithfully



Richard Cole  
Senior Sponsor

CC: James Wilcock NSC  
Louise Gowman WB  
Richard Guyatt WBD