



The Secretary of State for  
Transport  
c/o Transport Infrastructure  
Planning Unit  
Department for Transport  
Great Minster House  
33 Horseferry Road  
London SW1 4DR

**Our ref:**

**Your ref:**

**Direct Line:** 0191 203 3276

**Mob:** 07393 017 317

**Email:** sarah.crone@nexus.org.uk

By email :  
transportinfrastructure@dft.gov

Date 7 July 2021

Dear Sir

## **Transport and Works Act 1992 The Northumberland Line Order**

The Tyne and Wear Passenger Transport Executive (trading as Nexus) acknowledges receipt of the notice of application from Northumberland County Council regarding the above which, if granted, provides for the compulsory purchase of land/rights from Nexus and the temporary possession of Nexus land.

Nexus supports Northumberland County Council's application as the Northumberland Line will provide much needed connectivity for the region allowing social and economic benefits to residents, businesses and visitors. However, we do have comments on a number of areas which impact on Nexus owned land, detailed below, and which we believe should be resolved before the Order can be made.

Our comments, so far as Nexus land and interests are concerned, have been divided, for ease, into 3 sections:

### **1. Palmersville Dairy underpass (plan numbers 18, 18b, 19a, 20 and 23)**

- a. Nexus runs and will continue to run the Metro (a light rail network) on tracks which will in some places run alongside or very near the Northumberland Line. Any proposed works or structures both during construction and thereafter must be designed in such a way that they do not cause any driver sightline issues or unsafe distraction for traincrew carrying out their duties.

- b. The proposal with regard to work to the underpass and the new cycle way/footpath is not yet developed enough for Nexus to comment upon in detail. Certainly as a minimum the following issues will need to be addressed in addition to any other matters as further detail is available for our consideration:
- i. It would not be ideal for responsibility for the underpass to be shared between more than one entity. Clarity as to ownership is required.
  - ii. Nexus infrastructure will need to be protected from any flooding or other disturbance from the underpass.
  - iii. Nexus will need access to its infrastructure both from the underpass and trackside from the land proposed to be acquired.
  - iv. Any design of physical alterations to the cycle way/footpath (both existing and in creation) and underpass will need to be carefully examined and agreed by Nexus engineers through Nexus Engineering Change Management to ensure the integrity of the Nexus infrastructure is maintained both during construction and thereafter.
  - v. Track monitoring of the Metro lines will be required during construction.
  - vi. Nexus communications team will require advance notice of any footpath closure to deal with passenger enquiries.

## **2. Holystone Farm Access (plan numbers 29, 30, 31 and 35)**

- a. Details of when this temporary access will be required and for how long are required.
- b. Access for Nexus and for the residents of the properties served by the bridge will be required at all times.
- c. There are load bearing restrictions for the bridge which must be followed.
- d. Any temporary works required must be agreed with Nexus.
- e. No vehicles must be parked on the access road or bridge.
- f. Any damage to the access road or bridge must be made good.

## **3. Northumberland Park Metro Station (plan numbers 42, 43, 46, 48, 55, 60, 61, 62 and 64)**

- a. The parcels of land numbered 42, 43, 46, 48, 60 and 61 (at railway level) are not owned by Nexus but are believed to be owned by Network Rail. Nexus has no rights over them except as to parcels 60 and 61 in so far as they lie under the Algernon Drive bridge.

- b. Parcels 55, 62 and 64 are owned as to the freehold by Northumberland Estates. Nexus has a lease of the multi-storey car park forming part of parcel 64 with rights of way over the access road. The Algernon Drive bridge was built by Nexus pursuant to a Deed of Grant from Northumberland Estates (Northumberland County Council has copies of this already) under which Nexus has rights to use the bridge and an obligation to maintain it.
- c. Rights over Parcels 55, 62 and 64 (access road only) in favour of Northumberland County Council would need to be granted by Northumberland Estates with Nexus joining in subject to the following:
  - i. Nexus would require the cost of maintenance of the bridge and access road to be contributed to by Northumberland County Council.
  - ii. Nexus would require load bearing restrictions to be followed.
  - iii. Any temporary works required must be agreed with Nexus.
  - iv. Damage caused by Northumberland County Council to be made good.
  - v. Access road and bridge to be unobstructed as far as reasonably practicable but so that access to the station is available at all times.

Nexus is of course willing to discuss with a view to resolving all of these matters with Northumberland County Council in an effort to assist the project delivery on time.

Yours faithfully,

Sarah Crone  
Property Manager (Non Operational Land)  
For and on behalf of Nexus

Nexus House  
St James Boulevard  
Newcastle upon Tyne  
NE1 4AX

