

TRANSPORT AND WORKS ACT 1992

**Transport and Works (Applications and Objections
Procedure) (England and Wales) Rules 2006**

**THE NETWORK RAIL (STALYBRIDGE TO DIGGLE
(SADDLEWORTH) ENHANCEMENTS) ORDER**

STATEMENT OF COMMON GROUND

(1) *Network Rail Infrastructure Limited;*

(2) *Smurfit Westrock UK Limited*

NR/SOCG/OBJ214

Date: 23rd June 2026

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1. INTRODUCTION

- 1.1 Network Rail Infrastructure Ltd ("Network Rail") made an application on 7 November 2025 to the Secretary of State for Transport pursuant to section 6 of the Transport and Works Act 1992 ("the TWA 1992") for the Network Rail (Stalybridge to Diggle (Saddleworth) Enhancements) Order ("**the Order**") (**NR02**) under Sections 1 and 5 of the TWA 1992.
- 1.2 The purpose of the Order is to give Network Rail the necessary powers to construct, operate and maintain works on the Transpennine line between Stalybridge and Diggle (Saddleworth), including works for the electrification of the railway between Stalybridge and Diggle (Saddleworth) for the purposes of increasing capacity and improving journey time and performance reliability of railway services on the Transpennine line both between Stalybridge and Diggle (Saddleworth) and between Manchester, Leeds and York.
- 1.3 The Order would authorise works to upgrade the operation of the existing railway between Stalybridge and Diggle (Saddleworth), including the construction of a new relocated station at Mossley, railway electrification works and bridge reconstruction works. The Order also confers powers to close and replace existing Level Crossings on the railway between Stalybridge and Diggle (Saddleworth) and powers in connection with the construction and operation of the railway.
- 1.4 The works proposed in the Order application are referred to in this Statement as "**the Order Scheme**". The Order Scheme forms part of the wider Stalybridge to Diggle (Saddleworth) Enhancements Scheme ("**the Scheme**"). In addition to the delivery of the works which comprise the Order Scheme, Network Rail will also be delivering a series of associated works to the railway between Stalybridge and Diggle under permitted development rights which are conferred on Network Rail by the Town and Country Planning (General Permitted Development) (England) Order) 2015.
- 1.5 In connection with the application for the Order, a request has also been made to the Secretary of State for Transport under section 90(2A) of the Town and Country Planning Act 1990 that planning permission, so far as it is required, shall be deemed to be granted for the development proposed to be authorised by the Order.
- 1.6 Listed building consents are also required for the purposes of the proposals included in the application for the Order and accordingly ten listed building consent applications were submitted and have been referred to the Secretary of State for determination pursuant to Section 12(3A) of the Planning (Listed Buildings and Conservation Areas) Act 1990.
- 1.7 Network Rail also made requests to the Secretary of State under section 19(1)(b) in relation to the acquisition of open space land and paragraph 6 (1)(a) of Schedule 3 of the Acquisition of Land Act in relation to the acquisition of rights over open space land.

2. PURPOSE OF THIS STATEMENT OF COMMON GROUND

- 2.1 The purpose of this Statement of Common Ground ("**the Statement**") is to provide a succinct summary of the matters agreed between Network Rail and Smurfit Westrock in relation to Network Rail's proposals over Smurfit Westrock's land in relation to the Order Scheme.

3. OBJECTION

- 3.1 Smurfit Westrock UK Limited (OBJ/214) ("**Smurfit Westrock**") submitted an objection to Network Rail's application for the Order on 18 January 2026
- 3.2 The principal concern raised in the objection relates to the potential effects of the drainage works proposed as part of the Order Scheme on Smurfit Westrock's land, including the risk of increased surface water drainage crossing onto and through its land, the potential for flooding affecting its land and facility and uncertainty around the location and impact of the proposed drainage.
- 3.3 These concerns include, in particular, the proposed land acquisition powers over plots 2-035A, 2-035B, 2-037, 2-038, 2-039B, 2-040, 2-041, 2-042A, 2-042B, 2-043 and 2-044 (together, the "**Affected Plots**").

4. ORDER LAND ACQUISITION POWERS OVER THE AFFECTED PLOTS

- 4.1 The Order includes provisions to facilitate Network Rail's drainage requirements in connection with the Order Scheme works, including the need for access to the land for the installation, inspection and maintenance of new drainage infrastructure.
- 4.2 All of the Affected Plots, with the exception of Plot 2-044, are subject to the exercise of powers under Article 27 (*power to acquire new rights*), as applied by Schedule 9 (*acquisition of new rights and imposition of restrictive covenants only*), and Article 31 (*temporary use of land*), as applied by Schedule 13 (*land of which temporary possession may be taken*).
- 4.3 Article 27 (Power to acquire new rights) enables Network Rail to acquire rights over land it is authorised to acquire under Article 24 (Power to acquire land) by the creation of new rights as well as by acquiring rights already in existence. For land specified in columns (1) and (2) of Schedule 9 (acquisition of new rights and imposition of restrictive covenants only), Network Rail's compulsory acquisition powers are limited to the acquisition of such new rights and the imposition of restrictive or other covenants as may be required for the purpose specified in relation to that land in column (3) of Schedule 9.
- 4.4 In relation to land specified in columns (1) and (2) of Part 1 and Part 2 of Schedule 10 (Imposition of restrictive covenants only), Article 27(3) provides that Network Rail's compulsory acquisition powers are limited to the imposition of restrictive or other covenants only, either over land (Part 1 of Schedule 10) or in the airspace above land (Part 2 of Schedule 10), as required for the purpose specified in column (3) of the relevant Part of Schedule 10.

- 4.5 Article 31 (*Temporary use of land*), together with Schedule 13 (*Temporary possession of land*), provides that Network Rail may take temporary possession of the land specified in columns (1) and (2) of Schedule 13 for the purpose specified in column (3) of that Schedule, relating to the authorised works identified in column (4)
- 4.6 Plot 2-035A is subject to powers under Article 31 (*Temporary use of land*), as applied by Schedule 13 (*Land of which temporary possession may be taken*), and is also subject to the imposition of restrictive covenants under Schedule 10 (*Imposition of restrictive covenants only*).
- 4.7 Plot 2-044 is subject only to the exercise of temporary possession powers under Article 31 (*Temporary use of land*), as set out in Schedule 13.

5. NETWORK RAIL RESPONSE – CHANGES TO DRAINAGE PROPOSALS

Background

- 5.1 Following further work by the Network Rail engineering teams and having regard to the concerns Smurift Westrock has raised in its objection relating to the potential flood risk of the drainage works, Network Rail has investigated and determined that the off-track drainage proposals can be changed such that Network Rail can revise its land acquisition powers over the Affected Plots.

Engineering explanation for changes to Affected Plots

- 5.2 The requirement for off-track drainage proposals shown on Sheet 2 of the Deposited Plans and Sections, Traffic Regulation Plans and Open Space Plan (**NR09**) was originally required to facilitate the discharge of water from within Stalybridge Tunnel. This was associated with the slab track (a type of railway track) extending beyond the entrance of the Stalybridge Tunnel into the adjacent area of land.
- 5.3 Following further survey work and design development by Network Rail, the extent of slab track required outside the tunnel has been reduced. A further review of the anticipated water discharge volumes in this area has also confirmed that a revised drainage solution can instead be located within the railway track bed (the foundational layer beneath the track).
- 5.4 As a result, the off-track drainage infrastructure in this location, which would have required drainage works over the Affected Plots, is no longer required. Network Rail therefore does not need to carry out off-track drainage works over the Affected Plots and, accordingly, no longer requires the associated powers for the acquisition of rights over those plots.
- 5.5 Network Rail still requires access to certain plots for the purposes of installing boundary fencing and providing a temporary construction compound, and therefore intends to retain access rights over those plots on that basis.

Agreed changes to land acquisition powers affecting the Affected Plots

5.6 The table below sets out the existing powers affecting the Affected Plots, the associated purposes and authorised works, and the nature of the proposed changes.

Plot	Existing Power	Existing Purpose	Authorised works	Change in Order	Explanation
2-035A	Imposition of restrictive covenants under Article 27(3) (Power to acquire new rights), in respect of plot listed in Schedule 10 (Imposition of Restrictive Covenants only); Temporary possession under Article 31 (Temporary use of land), in respect of plot listed in Schedule 13 (Land of which Temporary Possession may be taken);	Protection and maintenance of railway electrical equipment (Schedule 10) Working site and access for construction (Schedule 13);	Railway drainage works (Column 4 of Schedule 13)	Remove plot from Schedule 10 Retain the plots for temporary possession only under Schedule 13 and amend column (4) (Authorised Works) of Schedule 13, to replace "railway drainage works" with "railway fencing works".	Drainage works are no longer required following engineering review. This plot is now required only for construction activities, specifically fencing works. Accordingly, no permanent rights or restrictive covenants are necessary, but the plot will be retained and subject to temporary possession powers to facilitate those works.
2-035B 2-037 2-038 2-039B 2-040 2-041 2-042A 2-042B 2-043	Acquisition of new rights under Article 27 (Power to acquire new rights), in respect of plots listed in Schedule 9 (Acquisition of New Rights and Imposition of Restrictive Covenants only); Temporary possession under Article 31 (Temporary use of land), in respect of plots listed in Schedule 13 (Land of which Temporary Possession may be taken);	Provision of maintenance access for drainage works (Schedule 9) Working site and access for construction (Schedule 13);	Railway drainage works (Column 4 of Schedule 13)	Remove plots from Schedule 9. Retain the plots for temporary possession only under Schedule 13 and amend column (4) (Authorised Works) of Schedule 13, to replace "railway drainage works" with "railway fencing works".	Drainage works are no longer required following engineering review. The plots are therefore no longer required for drainage or maintenance access purposes and permanent rights over these plots are no longer necessary. The plots are now required only for construction activities, specifically fencing works, and will be retained and subject to temporary possession powers to facilitate those works.

2-044	Temporary possession under Article 31 (Temporary use of land), in respect of plot listed in Schedule 13 (Land of which Temporary Possession may be taken);	Working site and access for construction (Schedule 13);	Railway drainage works (Column 4 of Schedule 13)	Retain the plots for temporary possession only under Schedule 13 and amend column (4) (Authorised Works) of Schedule 13, to replace "railway drainage works" with "railway fencing works".	Drainage works are no longer required following engineering review. This plot is now required only for construction activities, specifically fencing works, and will be retained and subject to temporary possession powers to facilitate those works, with the authorised works description amended accordingly.
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6. WITHDRAWAL OF OBJECTION

- 6.1 Network Rail and Smurfit Westrock agree that the relevant plots are no longer required for drainage purposes and therefore no longer need to be subject to the permanent acquisition of rights or the imposition of restrictive covenants.
- 6.2 Accordingly, all powers under Schedule 9 (*Acquisition of New Rights and Imposition of Restrictive Covenants only*) and, where applicable, Schedule 10 (*Imposition of Restrictive Covenants only*) over the Affected Plots are to be removed, with the Affected Plots retained for temporary possession only under Schedule 13 (*Land of which Temporary Possession may be taken*).
- 6.3 In respect of the Affected Plots, column (4) (*Authorised Works*) of Schedule 13 is to be amended to remove the description "railway drainage works" and replace it with "railway fencing works", reflecting the revised construction requirements.
- 6.4 During the carrying out of the works and following completion of the works, Network Rail shall use reasonable endeavours to maintain an access route through plot 2-039B for emergency use by Smurfit Westrock.
- 6.5 The Book of Reference (**NR08**) will be updated to include Smurfit Westrock's interests in the following plots; 2-035A, 2-035B, 2-037, 2-038, 2-039B, 2-040, 2-041, 2-042B.
- 6.6 On the basis that Network Rail submits to the Inquiry the necessary amendments to the Order to reflect the changes set out in the table above, Smurfit Westrock agrees that its concerns, as set out in its objection, have been addressed and confirms that it will withdraw its objection to the Order in full.

Signed by (on behalf of Network Rail Infrastructure Limited)

A handwritten signature in black ink, appearing to read 'J. Brown', written over a solid black horizontal line.

Position: Principal Surveyor

Date: 23rd June 2026

Signed by Smurfit Westrock UK Limited

A handwritten signature in blue ink, appearing to read 'Mark Holmes', written over a solid black horizontal line.

MARK HOLMES, GM STALYBRIDGE.

Date: 19 JUNE 2026

