

Cheltenham Borough Council

Honeybourne Line Missing Link – Spa Station to Lansdown Road

Accountable member	Cllr Max Wilkinson
Accountable officer	Jackie Jobes, Townscape Manager
Ward(s) affected	Lansdown, St Peters, Park [also adjacent to St Mark's, Benhall and The Reddings]
Key Decision	Cabinet Member Decision
Executive summary	<p>There exists an opportunity to extend the Honeybourne Line beyond its current boundary at the underpass of the Queens Road Bridge, Lansdown towards the Lansdown Bridge, joining via a ramp up to the Shelburne Road and on to the A40 Lansdown Road.</p> <p>This project has been negotiated as part of the Phase 2 delivery of the Cheltenham Spa Station Car park renovation project to be delivered by Great Western Railway, in partnership with Network Rail and Gloucestershire County Council.</p> <p>Cheltenham residents and our local communities will be clear beneficiaries of this key connection being made as well as support CBC's climate agenda, promoting modal shift, reducing pollution and encouraging walking and cycling.</p> <p>Cheltenham Borough Council will be expected to agree terms for a licence with Network Rail to undertake maintenance on this development in line with the existing maintenance regime already in place for the existing 2.5km of Honeybourne Line public realm.</p>

Cabinet is recommended to:	<ol style="list-style-type: none"> 1. Delegate to the Head of Property and Asset Management authority to negotiate and agree terms for a licence (together with any ancillary documents they consider appropriate) of the land shown edged red on the plan, and to the Borough Solicitor authority to execute such documents. 2. Delegate to the s151 Officer authority to approve the negligible costs associated with the terms of licence agreed by Head of Property to undertake the ongoing general maintenance of the proposed Honeybourne Line development.
Financial implications	<p>Costs will be negligible as GWR will bear the construction costs. CBC will bear the maintenance costs but this will be negligible due to economies of scale; i.e. The Open Spaces Team/Ubico are already maintaining the vast majority of the Honeybourne Line, so this will just be an extension. The CCTV units will require a marginal increase to the annual maintenance and management contract to connect with the Police.</p> <p>Contact officer: Andrew Taylor,</p>

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Legal implications	<p>The land forms part of First Great Western's proposals to develop a new cyclepath on Network Rail's land to connect the Honeybourne line cyclepath with Shelburne Road. The Council has been approached by Network Rail to carry out an agreed scheme of works that will require the Council to enter into an ongoing licence agreement as a licensee until those works have been satisfactorily completed.</p> <p>By entering into a Licence the Council will be agreeing to obligations relating to finance, upkeep and maintenance as required by the Licensor, the Council must ensure that prior to entering into this agreement the Council is able to meet these obligations to limit any liability or risk.</p> <p>The terms of the Licence may contain specific obligations relating to the works which may only be carried out by the Council during certain permitted hours.</p> <p>A Licence is a personal right that offers no security. If the landowner transfers the land (even to a group company) the Council needs to be mindful that the licence will end.</p> <p>The report notes that the Council will be incurring costs on third party land for basic surface maintenance together with the general cleansing and ground maintenance, street furniture and CCTV management and maintenance. The Council is not entering into agreements with the contractors or professional team responsible for carrying out the initial works, but it will be responsible for ongoing maintenance. Should the maintenance responsibilities extend to repair of the works (rather than just basic ground maintenance) the Council will need GWR to ensure its contractors and professional team gives the Council appropriate collateral warranties.</p> <p>These warranties will give the Council a contractual right to require the contractors to undertake any repairs caused by defects in the original works (at no cost to the Council). The Council should agree with GWR who is responsible for arranging repairs/maintenance during the defects liability period in the main contract. S.2(1) of the Local Authorities (Land) Act 1963 provides that a local authority may, for the benefit or improvement of their area, erect any building and construct or carry out works on land, notwithstanding that the authority is not the owner of the land.</p> <p>Contact officer: One Legal legalservices@onelegal.org.uk</p>
HR implications (including learning and organisational development)	<p>No direct HR implications arising from this report.</p> <p>Contact officer: Julie McCarthy, julie.mccarthy@cheltenham.gov.uk, 01242 264355</p>
Key risks	<p>(i) Lack of ownership of land with the contingent risk that Network Rail could reclaim possession.</p> <p>(ii) Risk of a further funding request being presented to CBC should tenders be higher than the pre-tender estimate that has been allowed for.</p>

	<p>(iii) Risk that maintenance agreements put in place by Network Rail could result in penalties to CBC for not meeting licence requirements.</p> <p>(iv) Risk of escalating revenue costs for ongoing maintenance.</p> <p>(v) Risk of failing to achieve aspirations for modal shift and associated carbon emission reductions, healthy lifestyle choices and air quality improvements if sustainable transport alternatives are not provided for our communities.</p>
Corporate and community plan Implications	This project will positively contribute to the council's response to the climate emergency to reduce carbon emissions through modal shift.
Environmental and climate change implications	<p>This project will better connect three key sustainable transport networks - bus, bike and train - whilst also creating an uninterrupted green transport corridor. It will create an uninterrupted connection from the A40 through to the north of Cheltenham at Pittville Park and the Leisure Centre.</p> <p>There is no evidence this development will contribute to increased flood risk. With only a small section of low biodiversity value sidings, dominated by ivy, lost during construction. The site is expected to have a central area for planting and biodiversity enhancement.</p> <p>Contact officer: Jackie Jobes Jackie.Jobes@cheltenham.gov.uk</p>
Property/Asset Implications	<p>Property will negotiate and agree terms for a Licence with Network Rail to undertake the ongoing general maintenance of the proposed Honeybourne Line development. It is expected that CBC will manage the cleansing and maintenance of the site as per existing Honeybourne Line maintenance programme with Ubico. It is not expected that Property will have any significant structural maintenance responsibilities.</p> <p>Contact officer: Gemma Bell Gemma.Bell@cheltenham.gov.uk</p>

1. Background

- 1.1 The opportunity to extend the Honeybourne Line beyond its current boundary at the underpass of the Queens Road Bridge, Lansdown, was raised as part of the bid negotiations to redevelop the car park at Cheltenham Spa Train Station. The first phase of the redevelopment has seen the Honeybourne Line extended into the new car park and on towards the current Trimnasium Gym at the point where the land becomes Network Rail sidings. See Plan within Appendix 2 – Site Plan and Boundary.
- 1.2 The connection will link along the Network Rail sidings, under the Lansdown Bridge, to join via a ramp up to the Shelburne Road and on to the A40 Lansdown Road.
- 1.3 The scheme will be delivered by Great Western Rail as Phase 2 of the station programme.
- 1.4 This is a scheme that has been campaigned for by the Cheltenham and Tewkesbury Cycle Campaign for over 40 years and will play a critical role in our network connectivity for sustainable travel and modal shift – ultimately supporting our climate change aspirations and obligations.
- 1.5 The opportunity to develop the route arose from the Cheltenham Spa rail station car park project. One of Cheltenham Borough Council's key goals for the project was to improve cycle access to the station, as part of a wider project and council objective. Subsequently, Gloucestershire County Council has enabled this opportunity, with direct funding, as well as confirming the integration of the scheme into Gloucester Road/Lansdown Road elements of the West Cheltenham Transport Infrastructure Scheme (WCTIS) that is currently under construction from the Arle Court Roundabout through to the Cheltenham Spa Station.
- 1.6 Funding has been secured by Great Western Railway (GWR) to deliver the scheme.
- 1.7 There is expectation of a maintenance agreement being put in place between Network Rail and CBC for use and maintenance of the completed scheme, along with GWR as the current leaseholder for the Cheltenham Spa Train Station and thus the section of the Honeybourne Line that now runs along the South East of the car park.

2. Financial Implications

- 2.1 There will be no cost of design or construction to CBC – only officer time to support as a key stakeholder of the scheme along with Legal advice.
- 2.2 CBC own and undertake maintenance along the existing stretch of the publicly accessibly Honeybourne Line – approximately 2.5km in length. Maintenance activity includes litter clearing, leaf litter and gully cleaning, winter gritting, vegetation maintenance, street furniture maintenance, along with repairs to tarmac and handrails, and CCTV.
- 2.3 The proposed works will be less than 350m, combined with the connection within the new station car park is approximately 0.5km. Therefore, through economies of scale and use of the same contractor, Ubico, the additional costs to maintenance should be a marginal cost to CBC.
- 2.4 The majority of costs to install and connect the CCTV units will be covered by the project without any cost to CBC, there will be a marginal increase to the annual maintenance and management contract to connect with the Police.

3. Risks

- 3.1 Risks are summarised in Appendix 1 - Risk Assessment.
- 3.2 At present, Network Rail is not looking to sell the land associated with the development of the

extended Honeybourne Line. It will therefore be a risk to CBC to undertake maintenance of an asset(s) which is not owned by CBC.

- 3.3 Although we feel this is a low risk, Network Rail will retain the right to reclaim possession of the land as required for the purposes of extension, or works needed to the railway network. The terms of this will be negotiated within the Licence agreement.
- 3.4 Formal Licence agreement between CBC, Network Rail, Great Western Rail and GCC have not yet been formalised and are currently in negotiation. CBC is requesting that a provisional agreement is made prior to works starting, but that a clause is in place that ensures the agreement does not activate until an assessment is undertaken by Property Services once the build is complete, any defects phase closed and any issues raised managed accordingly through the GWR build contract.
- 3.5 The current pre-tender estimate may rise when tenders are submitted. If this is the case, there may be a call for additional capital from GWR to help top-up the necessary funds. This is deemed a low risk by GWR.
- 3.6 Despite the extension being a small increase on an existing maintained pedestrian route, there will be increased obligations on the council to extend the maintenance along this section.

4. Reasons for recommendations

- 4.1 Cabinet is recommended to approve the plans that enable GWR to commence work on the Honeybourne Line Missing Link - Spa Station to Lansdown Road. This project will support a number of corporate objectives:
- 4.2 Modal Shift – better connecting the train station with the main bus line of the A40 between Gloucester and Cheltenham, and beyond. Supporting sustainable transport choices with a more direct route between the two main transport provisions. This is in line with the principles of the Connecting Cheltenham report.
- 4.3 Extending an already heavily used pedestrian and cycle route, connecting it with a further five wards to the town centre including Lansdown, St Peters, Park, St Mark's, Benhall and The Reddings.
- 4.4 Climate Change – by encouraging more people to walk and cycle this will likely reduce the number of cars that would otherwise be on the road network and thus reduce pollution and promote better air quality.
- 4.5 Cabinet is recommended to approve an agreement to being entered into to take responsibility for relevant maintenance of the completed scheme, but without taking ownership of the land.
- 4.6 Through economies of scale and use of the same contractor, Ubico, the additional costs to maintenance should be a marginal cost to CBC.

5. How this initiative contributes to the corporate plan

- 5.1 Cheltenham Borough is seeking to achieve carbon neutrality by 2030.
- 5.2 Continuing the revitalisation and improvement of our vibrant town centre and public spaces.
- 5.3 Achieving a cleaner and greener sustainable environment for residents, businesses and visitors.
- 5.4 Ensuring our communities benefit from investments.

6. Consultation and feedback

- 6.1 This has yet to go to be publicly announced until all approvals have been gained. As this is a GWR project, there has been no public consultation and GWR has been incredibly hesitant to release any press until full authorisation and funding has been confirmed.

7. Performance management –monitoring and review

- 7.1 There is potential for monitoring to determine the success of the scheme through footfall data. This will identify how much the area is used by cyclists and pedestrians and therefore the amenity value it is bringing to our communities. Surveys could be undertaken to determine where users are going, where they have come from and if it has resulted in a change of travel choice i.e. no longer using the car but opting to cycle instead. This can be explored further outside of the remits of this paper's recommendations.

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Appendices	1. Risk Assessment 2. Site Plan and Boundary

Appendix 1 - Risk Assessment

The risk				Original risk score (impact x likelihood)			Managing risk				
Risk ref.	Risk description	Risk Owner	Date raised	Impact 1-5	Likelihood 1-6	Score	Control	Action	Deadline	Responsible officer	Transferred to risk register
01	Costs escalate beyond pretender estimate, and CBC is called to support additional capital funds.	JJ	30-5-21	4	2	8	Transfer to 3rd party	CBC makes clear to GWR that there is no ability to support the provision of additional funds.		DS	
02	Network Rail will retain the right to reclaim possession of the land	JJ	30-5-21	3	2	6	Accept	CBC negotiates licence to support suitable notice period		DS	
03	Defects cause unexpected issues with maintenance and costs escalate	JJ	30-5-21	3	2	6	Transfer to 3rd party	CBC negotiates within the licence for GWR to ensure any defects are addressed through their contractor.		DS	
04	Increased obligations on the council	JJ	30-5-21	2	2	4	Accept	CBC negotiates clear remits of Licence obligations.		DS	
05	Risk of early termination of the licence agreement by either party	JJ	30-5-21	2	2	4	Accept	CBC negotiates licence to support suitable notice period		DS	
06	NR pose increased obligations on CBC within Licence agreement during negotiations	JJ	30-5-21	2	3	6	Reduce	CBC negotiates licence to support suitable terms		DS	
07	The new access does not get used	JJ	30-5-21	3	1	3	Reduce	Ensure effective promotion and launch/opening event		DS	
08	The site is misused for antisocial behaviour	JJ	30-5-21	3	2	6	Reduce	Work closely with Police and ensure CCTV is effective		DS	
Explanatory notes Impact – an assessment of the impact if the risk occurs on a scale of 1-5 (1 being least impact and 5 being major or critical) Likelihood – how likely is it that the risk will occur on a scale of 1-6 (1 being almost impossible, 2 is very low, 3 is low, 4 significant, 5 high and 6 a very high probability) Control - Either: Reduce / Accept / Transfer to 3rd party / Close											

Appendix 2 – Site Plan and Boundary

