

**From:** TownPlanning LNW <TownPlanningLNW@networkrail.co.uk>  
**Sent:** 21 November 2017 09:02  
**To:** Devcon Mailbox  
**Subject:** JS - Preston ref 06-2017-1252 Connemara Lightfoot Green Lane Fulwood  
53 dwellings

FAO Dean Clapworthy  
06/2017/1252  
Connemara, Lightfoot Green Lane, Preston  
53 dwellings  
Charles Church Lancashire  
351970 / 433681

Dean

Network Rail has the following comments.

When designing proposals, the developer and LPA are advised, that any measurements must be taken from the operational railway / Network Rail boundary and not from the railway tracks themselves. From the existing railway tracks to the Network Rail boundary fence, the land will include critical infrastructure (e.g. cables, signals, overhead lines, communication equipment etc) and boundary treatments which might be adversely impacted by outside party proposals unless the necessary asset protection measures are undertaken. No proposal should increase Network Rail's liability.

The developer/applicant must ensure that their proposal, both during construction and as a permanent arrangement, does not affect the safety, operation or integrity of the existing operational railway / Network Rail land. The works on site must not undermine or damage or adversely impact any railway land and structures. There must be no physical encroachment of the proposal onto Network Rail land, no over-sailing into Network Rail air-space and no encroachment of foundations onto Network Rail land and boundary treatments. Any future maintenance must be conducted solely within the applicant's land ownership.

(1)

The developer is to submit directly to Network Rail, a Risk Assessment and Method Statement (RAMS) for all works to be undertaken within 10m of the operational railway under Construction (Design and Management) Regulations, and this is in addition to any planning consent. Network Rail would need to be re-assured the works on site follow safe methods of working and have also taken into consideration any potential impact on Network Rail land and the existing operational railway infrastructure. Review and agreement of the RAMS will be undertaken between Network Rail and the applicant/developer. The applicant /developer should submit the RAMs directly to:

[AssetProtectionLNWNorth@networkrail.co.uk](mailto:AssetProtectionLNWNorth@networkrail.co.uk)

(2)

It is requested that the developer provide (at their own expense) and thereafter maintain a 1.8m fence along the development side of the existing boundary fence. The West Coast Main Line adjacent to the development is traversed by trains at high speed (125mph linespeed); new residents of the development (particularly minors) may not be aware of the risks to posed by accessing the railway. It would not be reasonable to require Network Rail to fund boundary works, fencing and boundary enhancements necessitated by outside party development adjacent to the railway. Any fencing must be erected wholly within the applicant's land and this includes foundations, which must not over-sail or encroach over the railway boundary. Any Network Rail fencing already in situ must not be removed or altered by the proposal.

(3)

Any scaffolding which is to be constructed within 10 metres of the Network Rail / railway boundary must be erected in such a manner that at no time will any poles over-sail the railway and protective netting around such scaffolding must be installed. The applicant / applicant's contractor must consider if they can undertake the works and associated scaffolding / access for working at height within the footprint of their land ownership boundary. The applicant is reminded that when pole(s) are erected for construction or maintenance works, must have at least a 3m failsafe zone between the maximum height of the pole(s) and the railway boundary.

(4)

If vibro-compaction machinery / piling machinery or piling and ground treatment works are to be undertaken as part of the development, details of the use of such machinery and a method statement must be submitted to the Network Rail Asset Protection Engineer for agreement.

- All works shall only be carried out in accordance with the method statement and the works will be reviewed by Network Rail. The Network Rail Asset Protection Engineer will need to review such works in order to determine the type of soil (e.g. sand, rock) that the works are being carried out upon and also to determine the level of vibration that will occur as a result of the piling.
- The impact upon the railway is dependent upon the distance from the railway boundary of the piling equipment, the type of soil the development is being constructed upon and the level of vibration. Each proposal is therefore different and thence the need for Network Rail to review the piling details / method statement.

Maximum allowable levels of vibration - CFA piling is preferred as this tends to give rise to less vibration. Excessive vibration caused by piling can damage railway structures and cause movement to the railway track as a result of the consolidation of track ballast. The developer must demonstrate that the vibration does not exceed a peak particle velocity of 5mm/s at any structure or with respect to the rail track.

(5)

All surface water is to be directed away from the direction of the railway. Soakaways, as a means of storm/surface water disposal must not be constructed near / within 20 metres of Network Rail's boundary or at any point which could adversely affect the stability of Network Rail's property. Once water enters a pipe it becomes a controlled source and as such no water should be discharged in the direction of the railway.

- Storm/surface water must not be discharged onto Network Rail's property or into Network Rail's culverts or drains.
- Suitable drainage or other works must be provided and maintained by the developer to prevent surface water flows or run-off onto Network Rail's property.
- Proper provision must be made to accept and continue drainage discharging from Network Rail's property.
- Suitable foul drainage must be provided separate from Network Rail's existing drainage.
- Drainage works could also impact upon culverts on developers land.

Water discharged into the soil from the applicant's drainage system and land could seep onto Network Rail land causing flooding, water and soil run off onto lineside safety critical equipment / infrastructure; or lead to de-stabilisation of land through water saturation.

(6)

Network Rail will need to review and agree all excavation and earthworks within 10m of the railway boundary to determine if the works impact upon the support zone of our land and infrastructure as well as determining relative levels in relation to the railway. Network Rail would need to agree to the following:

- Alterations to ground levels
- De-watering works
- Ground stabilisation works

Network Rail would need to review and agree the methods of construction works on site to ensure that there is no impact upon critical railway infrastructure. No excavation works are to commence without agreement from Network Rail. The LPA are advised that the impact of third party excavation and earthworks can be different depending on the geography and soil in the area. The LPA and developer are

also advised that support zones for railway infrastructure may extend beyond the railway boundary and into the proposal area; therefore consultation with Network Rail is requested. Any right of support must be maintained by the developer.

The proposal includes surface water attenuation in close proximity to the railway.

- Network Rail will not accept liability for water from the proposal area draining towards the railway.
- Network Rail requires details of the excavation works of the pond as this represents a change in ground levels near to the existing operational railway.
- The applicant will need to supply details of the construction methodology of the basin.
- Details of who will maintain the basin once it has been installed.
- Details of what mitigation methods are to be included within the pond construction to prevent water flowing down in the direction of the railway or seeping into the ground. Water must not drain in the direction of the operational railway boundary.
- Network Rail is concerned by the ponds proximity to our boundary and we would need reassurance that the pond will not seep water into the soil resulting in the risk of flooding, soil slippage, pollution being imported onto Network Rail land.

(7)

Network Rail requests that the developer ensures there is a minimum 2 metres gap between the buildings and structures on site and the railway boundary. Less than 2m from the railway boundary to the edge of structures could result in construction and future maintenance works being undertaken on Network Rail land. This would not be acceptable. All the works undertaken to facilitate the design and layout of the proposal should be undertaken wholly within the applicant's land ownership footprint.

(8)

Network Rail is aware that residents of dwellings adjacent to or in close proximity to, or near to the existing operational railway have in the past discovered issues upon occupation of dwellings with noise and vibration. It is therefore a matter for the developer and the LPA via mitigation measures and conditions to ensure that any existing noise and vibration, and the potential for any future noise and vibration are mitigated appropriately prior to construction.

To note are:

- The current level of railway usage may be subject to change at any time without prior notification including increased frequency of trains, night time train running, heavy freight trains, trains run at weekends /bank holidays.
- Maintenance works to trains could be undertaken at night and may mean leaving the trains' motors running which can lead to increased levels of noise and vibration.
- Network Rail also often carry out works at night on the operational railway when normal rail traffic is suspended and often these works can be noisy and cause vibration.
- Network Rail may need to conduct emergency works on the existing operational railway line and equipment which may not be notified to residents in advance due to their safety critical nature, and may occur at any time of the day or night, during bank holidays and at weekends.
- Works to the existing operational railway may include the presence of plant and machinery as well as vehicles and personnel for project or emergency works.
- The proposal should not prevent Network Rail from its statutory undertaking. Network Rail is a track authority. It may authorise the use of the track by train operating companies or independent railway operators, and may be compelled to give such authorisation. Its ability to respond to any enquiries regarding intended future use is therefore limited.
- The scope and duration of any Noise and Vibration Assessments may only reflect the levels of railway usage at the time of the survey.
- Any assessments required as a part of CDM (Construction Design Management) or local planning authority planning applications validations process are between the developer and their appointed contractor.

- Network Rail cannot advise third parties on specific noise and vibration mitigation measures. Such measures will need to be agreed between the developer, their approved acoustic contractor and the local planning authority.
- Design and layout of proposals should take into consideration and mitigate against existing usage of the operational railway and any future increase in usage of the said existing operational railway.

(9)

As the proposal includes works which may impact the existing operational railway and in order to facilitate the above, a **BAPA** (Basic Asset Protection Agreement) will need to be agreed between the developer and Network Rail. The developer will be liable for all costs incurred by Network Rail in facilitating this proposal, including any railway site safety costs, possession costs, asset protection costs / presence, site visits, review and agreement of proposal documents and any buried services searches. The BAPA will be in addition to any planning consent.

The applicant / developer should liaise directly with Asset Protection to set up the BAPA.

For major works / large scale developments an Asset Protection Agreement will be required with further specific requirements.

[AssetProtectionLNWNorth@networkrail.co.uk](mailto:AssetProtectionLNWNorth@networkrail.co.uk)

Regards

**Diane Clarke AssocRTPI**

Town Planning Technician LNW  
 Network Rail  
 Floor 1  
 Square One  
 4 Travis Street  
 Manchester, M1 2NY

\*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*

The content of this email (and any attachment) is confidential. It may also be legally privileged or otherwise protected from disclosure.

This email should not be used by anyone who is not an original intended recipient, nor may it be copied or disclosed to anyone who is not an original intended recipient.

If you have received this email by mistake please notify us by emailing the sender, and then delete the email and any copies from your system.

Liability cannot be accepted for statements made which are clearly the sender's own and not made on behalf of Network Rail.

Network Rail Infrastructure Limited registered in England and Wales No. 2904587, registered office Network Rail, 2nd Floor, One Eversholt Street, London, NW1 2DN

\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*