

Nicola Gunn

From: planning
Subject: FW: Ribble Valley ref 3-2016-0577 Ribblesdale View Chatburn 4 dwellings
Attachments: ribblesdale view NR land.pdf

From: TownPlanning LNW [mailto:TownPlanningLNW@networkrail.co.uk]
Sent: 07 November 2016 13:18
To: planning
Subject: Ribble Valley ref 3-2016-0577 Ribblesdale View Chatburn 4 dwellings

FAO ADAM BIRKETT
3/2016/0577
LAND OFF RIBBLESDALE VIEW, CHATBURN, CLITHEROE
DEMOLITION OF 14 GARAGES AND ERECTION OF 4 DWELLINGS
MRS HARRISON
377025 / 444190

Adam

Network Rail has the following comments on the above proposal.

The developer states that the east boundary is separated from the cutting by a 5m width of land the full length of the site. The land in question is owned by Network Rail (see attached plan, railway land shaded in green). 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 any existing railway tracks themselves to the Network Rail boundary fence, will include critical infrastructure (e.g. cables, signals, overhead lines, communication equipment etc) and boundary treatments which might be adversely impacted by third 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, after completion of works on site and as a permanent arrangement, does not affect the safety, operation or integrity of the operational railway / Network Rail land and our infrastructure. 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)
As the proposal includes works may impact the existing operational railway, 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

(2)
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. Network Rail would need to be assured the works on site follow safe methods of working and have taken into consideration any potential impact on Network Rail land and operational railway infrastructure. Review and agreement of the RAMS will be undertaken once a BAPA has been set up between Network Rail and the applicant/developer. The applicant /developer is to submit the RAMs directly to:
AssetProtectionLNWNorth@networkrail.co.uk

(3)

The developer may need to serve a Party Wall Act 1996 notification on Network Rail for the works adjacent to the railway boundary. The developer should email the notice (and a plan of the proposal site) to:

OperationalPropertyLNW@networkrail.co.uk

The developer would be liable for all costs incurred by Network Rail in facilitating the Party Wall works.

(4)

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, should they topple over in the direction of the railway then there must be at least a 3m failsafe zone between the maximum height of the pole(s) and the railway boundary.

(5)

The demolition works on site must be carried out so that they do not endanger the safe operation of the railway, or the stability of the adjoining Network Rail structures and land. The demolition of the existing building(s), due to its close proximity to the Network Rail boundary, must be carried out in accordance with an agreed method statement. Review of the method statement will be undertaken by the Network Rail Asset Protection Engineer before the development and any demolition works on site can commence. Network Rail would like to add that the applicant is strongly recommended to employ companies to demolish buildings / structures belonging to the National Federation of Demolition Contractors. This will ensure that all demolition works are carried out to professional standards and the company itself will also include liability insurance as part of its service and that demolition works on site do not impact the safety and performance of the railway.

(6)

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.

(7)

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.

(8)

The developer appears to be proposing a 1m high stone wall adjacent to the railway boundary behind which will be an open space and an access road.

(a)

Network Rail will need to review and agree all excavation and earthworks within 10m of the railway boundary to determine if the works might 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 be informed of any alterations to ground levels, de-watering or ground stabilisation and we would need to agree the works on site to ensure that there is no impact upon critical railway infrastructure.

Any works adjacent to the boundary could impact upon the support zone of the cutting and any buried services along the boundary.

(b)

Network Rail would request that instead of a 1m stone wall the developer provides suitable 1.8m high trespass proof fencing adjacent to the boundary with Network Rail land including the open space area. This is to prevent any unauthorised access to railway land by anyone using the site or the open space including minors. All boundary treatments must be constructed wholly within the applicant's land ownership footprint including foundations and Network Rail existing boundary treatment must not be removed or altered in any way.

(9)

The LPA and the developer (along with their chosen acoustic contractor) are recommended to engage in discussions to determine the most appropriate measures to mitigate noise and vibration from the existing operational railway to ensure that there will be no future issues for residents once they take up occupation of the dwellings.

Network Rail is aware that residents of dwellings adjacent 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.
- 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.

(10)

Where trees/shrubs are to be planted adjacent to the railway boundary these shrubs should be positioned at a minimum distance greater than their predicted mature height from the boundary. Certain broad leaf deciduous species should not be planted adjacent to the railway boundary as the species will contribute to leaf fall which will have a detrimental effect on the safety and operation of the railway. Where landscaping is proposed as part of an application adjacent to the railway it will be necessary for details of the landscaping to be reviewed to ensure it does not impact upon the railway infrastructure. Any hedge planted adjacent to Network Rail's boundary fencing for screening purposes should be so placed that when fully grown it does not damage the fencing or provide a means of scaling it. No hedge should prevent Network Rail from maintaining its boundary fencing. Lists of trees that are permitted and those that are not permitted are provided below and these should be added to any tree planting conditions:

Permitted: Birch (Betula), Crab Apple (Malus Sylvestris), Field Maple (Acer Campestre), Bird Cherry (Prunus Padus), Wild Pear (Pyrus Communis), Fir Trees – Pines (Pinus), Hawthorne (Cretaeagus), Mountain Ash – Whitebeams (Sorbus), False Acacia (Robinia), Willow Shrubs (Shrubby Salix), Thuja Plicatata "Zebрина"

Not Permitted: Alder (Alnus Glutinosa), Aspen – Poplar (Populus), Beech (Fagus Sylvania), Wild Cherry (Prunus Avium), Hornbeam (Carpinus Betulus), Small-leaved Lime (Tilia Cordata), Oak (Quercus), Willows (Salix Willow), Sycamore – Norway Maple (Acer), Horse Chestnut (Aesculus Hippocastanum), Sweet Chestnut (Castanea Sativa), London Plane (Platanus Hispanica).

Regards

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