

## Sharon Craig

---

**From:** Robert Major  
**Sent:** 26 January 2017 09:44  
**To:** Sharon Craig  
**Subject:** FW: Ribble Valley ref 3-2016-0990 Ribblesdale View Chatburn 18 dwellings

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Please can you add [this](#) to the 9internet for me under Network rail response.

Thank you

Robert Major  
Principal Planning Officer  
Ribble Valley Borough Council

Tel: 01200 414516  
e-mail: [robert.major@ribblevalley.gov.uk](mailto:robert.major@ribblevalley.gov.uk)

---

**From:** TownPlanning LNW [<mailto:TownPlanningLNW@networkrail.co.uk>]  
**Sent:** 18 January 2017 08:25  
**To:** Robert Major  
**Subject:** Ribble Valley ref 3-2016-0990 Ribblesdale View Chatburn 18 dwellings

3/2016/0990  
Land to the North of Ribblesdale View Chatburn BB7 4BB  
Outline application for the erection of 18 dwellings (all matters reserved except for access)  
377127 / 444354  
(our ref: DJH 23+1351)

FAO Robert Major

Network Rail has the following comments on the above proposal.

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 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 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)  
Next to the open space is a Network Rail bridge, Hargreaves No.1. The developer may need to seek agreement with Network Rail for access from residents of the development for this bridge.

(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 under Construction (Design and Management) Regulations, and this is in addition to any planning consent. Network Rail will need to be re-assured that 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)

(3)

If not already in place, the developer must provide, at their own expense, a suitable trespass proof steel palisade fence **of at least 1.8m in height** adjacent to Network Rail's boundary and make provision for its future maintenance and renewal without encroachment upon or over-sailing of Network Rail land. Network Rail's existing fencing / wall must not be removed or damaged and at no point either during construction or after works are completed on site should the foundations of the fencing or wall or any embankment therein be damaged, undermined or compromised in any way. Any vegetation on Network Rail land and within Network Rail's boundary must not be disturbed. Any fencing installed by the applicant must not prevent Network Rail from maintaining its own fencing/boundary treatment. Any fencing must be constructed and maintained wholly within the applicant's land ownership footprint, including foundations which must not encroach onto or over-sail the railway boundary.

Should the council obviate Network Rail's request for a trespass proof fence and decide that an acoustic fence is more suitable then we would have the following comments.

Any acoustic fencing / close boarded fencing which is proposed to be installed adjacent to the boundary with Network Rail is a cause for concern. Therefore the acoustic fence and its foundation design would be subject to review and agreement with Network Rail. Any acoustic fencing should be set back from the railway boundary such that the fence and its foundations can be constructed and maintained wholly within the applicant's land ownership footprint. The fence and its foundations must not over-sail or encroach onto Network Rail land.

Over the height of 1.8m, Network Rail would have to consider the impacts of wind loading on the fence. There is the potential for the fence to topple over and fall onto or towards the operational railway and damage Network Rail's existing boundary treatments, safety critical lineside equipment as well as the issue of falling into the path of trains using the line. De-stabilisation of land, soil slippage and railway fencing foundations being undermined should also be considered as potential areas impacted by a high acoustic fence.

(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)

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.

(6)

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.

(7)

Network Rail will need to review 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. 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.

(8)

Network Rail requests that the developer ensures there is a minimum 2 metres gap between the buildings and structures on site and our boundary fencing.

(9)

All roads, paths or ways providing access to any part of the railway undertaker's land both temporary and permanent, shall be kept open at all times (24/7, 365 – around the clock) during and after the development.

- The proposal must not encroach onto any Network Rail access road, paths or ways of access to any part of Network Rail land. This also includes emergency vehicles ability to access and exit Network Rail land.
- The applicant is reminded that each Network Rail has a specific right of way and as such any developer is requested to contact the Network Rail Operational Property Services Team to discuss the impact of the proposal upon our access.

(10)

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.
- 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.

(11)  
 We would draw the council’s and developer’s attention to the Department of Transport’s ‘Transport Resilience Review: A Review of the Resilience of the Transport Network to Extreme Weather Events’ July 2014, which states, “*On the railways, trees blown over in the storms caused severe disruption and damage on a number of routes and a number of days, particularly after the St Jude’s storm on 28th October, and embankment slips triggered by the intense rainfall resulted in several lines being closed or disrupted for many days..... 6.29 Finally the problem of trees being blown over onto the railway is not confined to those on Network Rail land. Network Rail estimate that over 60% of the trees blown over last winter were from outside Network Rail’s boundary. This is a much bigger problem for railways than it is for the strategic highway network, because most railway lines have a narrow footprint as a result of the original constructors wishing to minimise land take and keep the costs of land acquisition at a minimum.*”

In light of the above, Network Rail would request that no trees are planted next to the boundary with our land and the operational railway. Network Rail would request that only evergreen shrubs are planted and we would request that they should be planted a minimum distance from the Network Rail boundary that is equal to their expected mature growth height.

- Trees can be blown over in high winds resulting in damage to Network Rail’s boundary treatments / fencing as well as any lineside equipment (e.g. telecoms cabinets, signals) which has both safety and performance issues.
- Trees toppling over onto the operational railway could also bring down 25kv overhead lines, resulting in serious safety issues for any lineside workers or trains.
- Trees toppling over can also destabilise soil on Network Rail land and the applicant’s land which could result in landslides or slippage of soil onto the operational railway.
- Deciduous trees shed their leaves which fall onto the rail track, any passing train therefore loses its grip on the rails due to leaf fall adhering to the rails, and there are issues with trains being unable to break correctly for signals set at danger.

The Network Rail Asset Protection Engineer is to review the landscaping plans.

Network Rail has a duty to provide, as far as is reasonably practical, a railway free from danger or obstruction from fallen trees. Trees growing within the railway corridor (i.e. between the railway boundary fences) are the responsibility of Network Rail. Trees growing alongside the railway boundary on adjacent land are the primary responsibility of the adjoining landowner or occupier.

All owners of trees have an obligation in law to manage trees on their property so that they do not cause a danger or a nuisance to their neighbours. This Duty of Care arises from the Occupiers Liability Acts of 1957 and 1984. A landowner or occupier must make sure that their trees are in a safe condition and mitigate any risk to a third party. Larger landowners should also have a tree policy to assess and manage the risk and to mitigate their liability.

(12)  
 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.  
[AssetProtectionLNWNorth@networkrail.co.uk](mailto:AssetProtectionLNWNorth@networkrail.co.uk)

Regards

**Diane Clarke TechRTPI**  
 Town Planning Technician LNW  
 Network Rail  
 Floor 1  
 Square One  
 4 Travis Street  
 Manchester, M1 2NY  
 Tel: 0161 880 3598

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

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

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