

Dear Sir/Madam

Thank you for consulting Network Rail with regard to application.

Whilst there is no objection in principle to this proposal the developer/applicant must ensure that their proposal, both during construction and after completion of works on site, does not:

- encroach onto Network Rail land
- affect the safety, operation or integrity of the company's railway and its infrastructure
- undermine its support zone
- damage the company's infrastructure
- place additional load on outcrops
- adversely affect any railway land or structure
- over-sail or encroach upon the air-space of any Network Rail land
- cause to obstruct or interfere with any works or proposed works or Network Rail development both now and in the future

I give below my comments and requirements for the safe operation of the railway and the protection of Network Rail's adjoining land.

Future maintenance

The development must ensure any future maintenance can be conducted solely on the applicant's land. The applicant must ensure that any construction and any subsequent maintenance can be carried out in any proposed buildings or structures without adversely affecting the safety of, or encroaching upon Network Rail's adjacent land and air-space, and therefore any building should be situated at least 5 metres from Network Rail's boundary. The reason for the 5 metre stand off requirement is to allow for construction and future maintenance of a building and without requirement for access to the operational railway environment which may not necessarily be granted or if granted subject to railway site safety requirements and special provisions with all associated railway costs charged to the applicant. Any less than 5 metres and there is a strong possibility that the applicant (and any future resident) will need to utilise Network Rail land and air-space to facilitate works. The applicant / resident would need to receive approval for such works from the Network Rail Asset Protection Engineer; the applicant / resident would need to submit the request at least 20 weeks before any works were due to commence on site and they would be liable for all costs (i.e. all possession costs, all site safety costs, all asset protection presence costs). However, Network Rail is not required to grant permission to any third party access to its land. No structure/building should be built hard-against Network Rail's boundary as in this case there is an even higher probability of access to Network Rail land being required to undertake any construction / maintenance works. Equally any structure/building erected hard against the boundary with Network Rail will impact adversely upon our maintenance teams' ability to maintain our boundary fencing and boundary treatments.

Plant & Materials

All operations, including the use of cranes or other mechanical plant working adjacent to Network Rail's property, must at all times be carried out in a 'fail safe' manner such that in the event of mis-handling, collapse or failure, no plant or materials are capable of falling within 3.0m of the boundary with Network Rail.

Scaffolding

Any scaffolding which is to be constructed within 10 metres of the railway boundary fence must be erected in such a manner that at no time will any poles over-sail the railway and protective netting around such scaffold must be installed. The applicant/applicant's contractor must ensure if they can undertake the works and associated scaffolding/access for working at night within the footprint of their property boundary.

Piling

Where vibro-compaction/displacement piling plant is to be used in development, details of the use of such machinery and a method statement should be submitted for the approval of the Network Rail's Asset Protection Engineer prior to the commencement of works and the works shall only be carried out in accordance with the approved method statement.

Drainage

Storm/overflow water must not be discharged onto Network Rail's property or into Network Rail's culverts or drains except by agreement with Network Rail. 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; full details to be submitted for approval to the Network Rail Asset Protection Engineer. Suitable foul drainage must be provided separate from Network Rail's existing drainage. Additionally, as a means of storm/overflow water disposal must not be constructed near within 10 - 20 metres of Network Rail's boundary or at any point which could adversely affect the stability of Network Rail's property. After the completion and occupation of the development, any new or exacerbated problems attributable to the new development shall be investigated and remedied at the applicants' expense.

Prior to any works adjacent to Network Rail property the applicant must secure in writing agreement from Network Rail and the local authority should immediately contact Network Rails asset protection team on assetprotection@networkrail.co.uk who will assist in managing the construction and commissioning of the project.

Reason: To ensure the safe operation of the railway during construction and commissioning of the project.

Regards



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