

AnnS Jones

From: Kevin Hughes
Sent: 10 March 2016 13:49
To: planning_admin
Subject: FW: Wrexham ref P-2016-0219 Kronospan Holyhead Rd Chirk recycled fibre facility

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From: TownPlanning LNW [mailto:TownPlanningLNW@networkrail.co.uk]
Sent: 07 March 2016 11:51
To: Kevin Hughes
Subject: Wrexham ref P-2016-0219 Kronospan Holyhead Rd Chirk recycled fibre facility

FAO Kevin Hughes
P/2016/0219

Kronospan Ltd, Holyhead Rd, Chirk, Wrexham

Construction And Operation Of A Recycled Fibre (Rcf) Reception Facility, Grading Plant, Storage Silos And Other Associated Infrastructure

Kronospan
328727 / 338242

Kevin

Network Rail has no objection in principle to the above – but due to the proposal being next to Network Rail land and critical railway infrastructure we would comment as follows.

Network Rail would wish to see specific reference made to the topics covered by our consultation response in the decision notice. The associated conditions should be worded to require the express agreement of Network Rail prior to the commencement of the development.

Network Rail has a statutory obligation to ensure the availability of safe train paths and as such we are required to take an active interest in any development adjacent to our infrastructure that potentially could affect the safe operation of the railway.

(1)
Network Rail requests that the developer submit a risk assessment and method statement (RAMS) for the proposal to the Network Rail Asset Protection Engineer once the proposal has entered the development and construction phase. The RAMS should consider all works to be undertaken within 10m of the operational railway. We require reviewing the RAMS to ensure that works on site follow safe methods of working and have taken into consideration any potential impact on Network Rail land and the operational railway. The developer should contact Network Rail Asset Protection prior to works commencing at AssetProtectionWales@networkrail.co.uk to discuss the proposal and RAMS requirements in more detail.

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 site security, possession costs, asset protection costs, and site visits and any review and agreement of proposal documents.

(2)
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.

- Should the applicant require access to Network Rail land to facilitate their proposal they would need to approach the Network Rail Asset Protection Team at least 20 weeks before any works are due to commence on site. The applicant would be liable for all costs incurred in facilitating the proposal and an asset protection agreement may be necessary to undertake works. Network Rail reserves the right to refuse any works by a third party that may adversely impact its land and infrastructure.
- Any unauthorised access to Network Rail air-space or land will be deemed an act of trespass.

(3)

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.

- 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.

If vibro-impact equipment is to be used we would request a condition is added to the planning consent as follows:

"Prior to any vibro-impact works on site, a risk assessment and method statement shall be submitted to the LPA and Network Rail."

Reason – to prevent any piling works and vibration from de-stabilising or impacting the railway.

(4)

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.

Full details of the drainage plans are to be submitted to the Network Rail Asset Protection Engineer. No works are to commence on site on any drainage proposals without agreement of the documentation by the Network Rail Asset Protection Engineer.

We would request that a condition is included in the planning consent as follows:

Condition:

"Prior to the commencement of the development details of the disposal of both surface water and foul water drainage directed away from the railway shall be submitted to the Local Planning Authority and Network Rail."

Reason: To protect the adjacent railway from the risk of flooding and pollution.

(5)

Network Rail will need to review all excavation and earthworks within 20m 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. When under-taking ground works, developers should take all necessary measurements from the boundary with Network Rail land and not the distance from their works to the nearest railway tracks.

We would request a condition is included in the planning consent as follows:

Condition:

"Prior to the commencement of the development full details of ground levels, earthworks and excavations to be carried out near to the railway boundary shall be submitted to the Local Planning Authority and Network Rail."

Reason: To protect the adjacent railway.

(6)

With a development of a certain height that may/will require use of a tower crane, the developer must bear in mind the following. Tower crane usage adjacent to railway infrastructure is subject to stipulations on size, capacity etc. which needs to be agreed by the Asset Protection Engineer prior to implementation. Tower cranes have the potential to topple over onto the railway; the arms of the cranes could over-sail onto Network Rail air-space and potentially impact any over-head lines, or drop materials accidentally onto the operational railway.

Regards

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