

For logging in DEF please

From: Diane Clarke <Diane.CLARKE@networkrail.co.uk> **On Behalf Of** Town Planning NWC

Sent: Sunday, March 10, 2024 1:55 PM

To: Laura Bell <Laura.Bell@Cherwell-DC.gov.uk>

Subject: cherwell 24/00539/F adj Oxford Parkway Railway Station Erection of a stadium

CAUTION: This email originated from outside of the Council. Do not click links or open attachments unless you recognise the sender and know the content is safe.

OFFICIAL

Application No.:	24/00539/F
Applicant's Name:	Oxford United Football Club Limited
Proposal:	Erection of a stadium (Use Class F2) with flexible commercial and community facilities and uses including for conferences, exhibitions, education, and other events, club shop, public restaurant, bar, health and wellbeing facility/clinic, and gym (Use Class E/Sui Generis), hotel (Use Class C1), external concourse/fan-zone, car and cycle parking, access and highway works, utilities, public realm, landscaping and all associated and ancillary works and structures
Location:	Land To The East Of Stratfield Brake And West Of Oxford Parkway Railway Station, Oxford Road, Kidlington
Parish(es):	Kidlington Gosford And Water Eat

To the council / applicant / developer - an interface with Network Rail is REQUIRED for this proposal – the outside party is advised that Network Rail will need to agree and supervise this proposal & that no works are to take place until agreed with Network Rail.

Network Rail is submitting some initial comments on the above proposal. Network Rail reserves the right to amend, update, supersede, withdraw or even object to proposals if fresh information comes to light/pending further information.

I have attached to this email Network Rail's Asset Protection standard for those outside parties working by the railway. In addition to any Town Planning comments the applicant must abide by the points within the standard & they must ensure that they interface with Network Rail and undertake the works with Network Rail's agreement. Only Network Rail

are able to determine the level of impacts of the proposal on the operational railway & its boundary.

Please note that whilst Network Rail (NR) is submitting responses via the planning application process, it should be born in mind by the LPA/developer that the operational railway presents risks/issues that are different/unique to the risks posed by works taking place adjacent to non-railway undertaker land. Works on this site therefore must be undertaken with the supervision of NR via the ASPRO (asset protection) team to ensure that the works on site do not impact the safe operation, stability, integrity of the railway & its boundary. The LPA/developer are advised that unauthorised works adjacent to the railway boundary could impact the operation of nationally significant infrastructure & the applicant would be liable for any and all damages & costs caused by any works undertaken in this scenario. Therefore, the developer is requested to ensure that the development meets with NR requirements for works/developments adjacent to the railway boundary which include planning material considerations as well as obligations specific to the railway undertaker. The interface is via a NR BAPA (basic asset protection agreement) – the developer is advised that the works must not commence on site (even if planning permission is granted) until agreed with NR. The applicant will be liable for all costs incurred by NR in facilitating, reviewing this proposal.

For future reference, it is imperative developers/applicants consult neighbouring/affected statutory undertakers in advance of any construction work, to identify and mitigate potential risks to both sites including people using or working on the sites, in line with CDM 2015 and HSW 1974 legislation. Network Rail's ASPRO (Asset Protection) team's role is to support external parties in identifying risks associated with construction near the railway and mitigating these in advance of work starting. Most insurance policies include clauses relating to consultation with statutory undertakers, and external parties who do not consult appropriately in advance may find their insurance policy becomes invalid.

Measurements to railway tracks and railway boundary

When designing proposals, the developer and council 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, the land will include critical infrastructure (e.g. cables, signals, overhead lines, communication equipment etc) and boundary treatments (including

support zones, vegetation) 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. To ensure the safe operation and integrity of the railway, Network Rail issues advice on planning applications and **requests** conditions to protect the railway and its boundary.

Obligations

Properties adjoining or in the vicinity of the railway are frequently the subject of obligations, rights, exceptions and reservations for the benefit of Network Rail's land and railway. The applicant must review the title to their property to see whether any such obligations etc exist and ensure that there is no non-compliance or breaches of them or any interference with or obstruction of Network Rail's rights and reservations. If the proposed development would not comply with or would breach any of the terms of the conveyance, the developer must revise his proposals.

Lighting

To ensure the ongoing safety of the operational railway the applicant's lighting design must demonstrate no overspill of light onto Network Rail land. Lighting close to or adjacent to the railway boundary must not impact train driver's ability to perceive signals and therefore all column lighting is recommended to be:

- White LED
- Flat bottom luminaires
- Downlit throw lighting
- Lighting to be directed away from the railway boundary
- Avoid the use of flashing lights or screens as part of developments
- Avoid lighting of Green, Yellow and Red.

Telecomms – Electro-Magnetic Interference-Glint & Glare

The applicant is to demonstrate that the proposal will not impact the operation of railway equipment – including telecoms, equipment that can potentially be impacted via electro-magnetic interference.

The applicant will also demonstrate that the proposal will not impact train drivers' ability to perceive railway signalling via glint & glare from any solar panels/cladding. If the proposal impacts the railway the applicant will fully fund all mitigation measures as required by Network Rail. All documentation in regard to these areas is to be reviewed under the BAPA.

Tower Cranes

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 Network Rail's Asset Protection 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 overhead lines, or drop materials accidentally onto the existing infrastructure.

Crane working diagrams, specification and method of working must be submitted for review and agreement to Network Rail prior to work(s) commencing on site.

BAPA (Basic Asset Protection Agreement)

As the proposal includes works which could 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.

All new enquiries will need to be submitted via the **Asset Protection and Optimisation - Customer Portal**

[Link to ASPRO ACE Portal - ASPRO Network Rail Implementation \(oraclecloud.com\)](#)

From there, the client can create an account and submit their enquiry. Enquiry will then be assigned to one of the Asset Protection team to progress. The assigned team member will then be in a position to review and comment on any submissions from the outside party.

Going forward in order for Network Rail to spend any time reviewing any submissions, provision of any asset information, attending any further meetings, assisting with discharging any planning conditions set etc, Network Rail will require the return of a signed BAPA (Basic Asset Protection Agreement) and relevant payment/ PO as noted in the estimate sent. Network Rail is a publicly funded entity and all outside

party works, which these are, are cost recoverable as dictated to us by the ORR. This includes any and all documents under the discharge of conditions which must be submitted to Network Rail for review and agreement by the developer under the BAPA.

The local planning authority (LPA) are not responsible for the safe operation of the railway or our assets and the issues raised by the developer/applicant will ultimately need to be agreed by Network Rail engineering to ensure the proposed development does not interfere with the safety of the railway.

No works are to commence until with agreed Network Rail. Early engagement with Network Rail is strongly recommended.

Network Rail are regulated by the Office of Rail Regulation (ORR) and are obligated under our Network Licence to ensure the safe and efficient operation of the Network to the reasonable satisfaction of railway service providers and funders, the BAPA is a standard form of agreement approved by the ORR to manage Outside Party works adjacent and is a non-negotiable. Receipt of the initial development details & signing of the BAPA are not acceptance of the proposal.

From

Diane Clarke
Town Planning Technician NW&C
AssocRTPI
Network Rail
Email: TownPlanningNWC@networkrail.co.uk

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, Waterloo General Office, London, SE1 8SW.

