
manchester 141898/FO/2025 Wythenshawe Town FC Timpson Road Creation of a 3G football pitch

From Diane Clarke <[REDACTED]>
on behalf of
Town Planning NWC <[REDACTED]>
Date Fri 14/02/2025 12:23
To David Lawless <[REDACTED]>

ALERT This message originated outside of the Manchester City Council network. **BE CAUTIOUS** before clicking any links or opening any attachments. Please remember your Cyber Training and report anything suspicious.

OFFICIAL

141898/FO/2025|Creation of a 3G football pitch, 2no. tennis/multi use courts, 6no. doubles padel courts, 4no. shipping containers to create cafe, terrace and storage facilities, 1no. shipping container to provide changing facilities and associated parking, secure cycle storage, private access road, fencing, lighting posts and canopies following demolition of existing buildings.|Wythenshawe Town FC Timpson Road Manchester M23 9LL

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.

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.

RAMS

The developer is to submit directly to Network Rail asset protection, 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 would need to be re-assured 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. Builder to ensure that no dust or debris is allowed to contaminate Network Rail land as the outside party would be liable for any clean-up costs. Review and agreement of the RAMS will be undertaken between Network Rail and the applicant/developer.

Fencing

The applicant will provide at their own expense (if not already in place):

- A suitable trespass proof steel palisade fence of a minimum height of 1.8m adjacent to the boundary with the railway/railway land.
- The fence must be wholly constructed and maintained within the applicant's land ownership footprint.
- All foundations must be wholly constructed and maintained within the applicant's land ownership footprint without over-sailing or encroaching onto Network Rail's boundary.
- The fence is **REQUIRED** be set back at least 1m from the railway boundary to ensure that Network Rail can maintain and renew its boundary treatments.
- Existing Network Rail fencing, and boundary treatments, must not be damaged or removed in any way.
- Network Rail will not allow any maintenance works for proposal fencing or proposal boundary treatments to take place on its land.
- Proposal fencing must not be placed on the boundary with the railway.
- Any fencing over 1.8m in height will require agreement from Network Rail with details of foundations and wind loading calculations submitted for review.
- The fence should be maintained by the developer and that no responsibility is passed to Network Rail.

Fail Safe Use of Crane and Plant

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 mishandling, collapse or failure, no materials or plant are capable of falling within 3.0m of the nearest rail of the adjacent railway line, or where the railway is electrified, within 3.0m of

overhead electrical equipment or supports. With a development of a certain height that may/will require use of a crane, the developer must bear in mind the following. Crane usage adjacent to railway infrastructure is subject to stipulations on size, capacity etc. which needs to be agreed by Network Rail prior to implementation.

Please see links to guidance for tower crane and mobile cranes adjacent to the railway to be flagged up to the developer/applicant.

<https://www.cpa.uk.net/downloads/80/CPA-CIG-Mobile-Cranes-Alongside-Railways-181201.pdf>

<https://www.cpa.uk.net/safety-and-technical-publications/tower-crane-guidance>

Encroachment

The developer/applicant must ensure that their proposal, both during construction, and after completion of works on site, does not affect the safety, operation or integrity of the operational railway, Network Rail land and its infrastructure or undermine or damage or adversely affect 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 or under the Network Rail boundary.
- All buildings and structures on site including all foundations / fencing foundations must be constructed wholly within the applicant's land ownership footprint.
- Buildings, windows and structures must not over-sail Network Rail air-space/boundary.
- Any future maintenance must be conducted solely within the applicant's land ownership.
- Rainwater goods must not discharge towards or over the railway boundary
- 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 an outside 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.

Netting

The applicant must provide suitable ball proof mesh netting for the sports facilities. The applicant must provide details of the netting to the Asset Protection Engineers to ensure that the netting is installed without placing any load bearing weight upon Network Rail land, and to ensure that the pole foundations do not undermine or encroach upon Network Rail land. The netting should be 5m in height to prevent all potential sports equipment, i.e. footballs etc from over-sailing the railway boundary and falling into the path of trains. The applicant must consider the foundations of the netting which could undermine or destabilise Network Rail's land. Equally, netting erected on land next to the operational railway could topple over in high wind and fall onto Network Rail land, onto the path of trains or onto safety critical equipment (e.g. signals, telecoms cabinets, overhead lines if above the level of the railway).

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.

Access to Railway

All roads, paths, boundaries or ways providing access to any part of the railway undertaker's land both temporary and permanent, must remain open and unblocked (24/7, 365 – around the clock) both during construction works and as a permanent arrangement.

- 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 proposal construction works must not prevent Network Rail from accessing its land.

Drainage proposals and Network Rail land

The applicant must ensure that the proposal drainage does not increase Network Rail's liability, or cause flooding pollution or soil slippage, vegetation or boundary issues on railway land. Therefore, the proposed drainage on site will include the following:

- All surface waters and foul waters must drain away from the direction of the railway boundary.
- Soakaways for the proposal must be placed at least 30m from the railway boundary.
- Any drainage proposals for less than 30m from the railway boundary must ensure that surface and foul waters are carried from site in closed sealed pipe systems.
- 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 land and infrastructure.
- Proper provision must be made to accept and continue drainage discharging from Network Rail's property.
- Drainage works must not impact upon culverts, including culverts/brooks etc that drain under the railway. The applicant will not be permitted to direct surface or foul waters into culverts which run under the railway – any discharge of surface water under the railway via a culvert will require review and agreement from Network Rail who reserve the right to refuse use of any culverts.
- The developer must ensure that there is no surface or sub-surface flow of water towards the operational railway.
- Rainwater goods must not discharge in the direction of the railway or onto or over the railway boundary.
- Consideration of the impacts upon railway drainage of Astro-Turf/plastic lawn replacements, both during construction and any future inclusion of said Astro-turf by residents going forward.

NB: Soakaways can materially affect the strength of soil leading to stability issues. A large mass of water wetting the environment can soften the ground, and a build-up of water can lead to issues with the stability of Network Rail retaining walls/structures and the railway boundary. Network Rail does not accept the installation of soakaways

behind any retaining structures as this significantly increases the risk of failure and subsequent risk to the travelling public.

If the developer and the council insists upon a sustainable drainage and flooding system then the issue and responsibility of flooding, water saturation and stability issues should not be passed onto Network Rail. We recognise that councils are looking to proposals that are sustainable, however, we would remind the council that flooding, drainage, surface and foul water management risk as well as stability issues should not be passed '*elsewhere*', i.e. on to Network Rail land.

The drainage proposals are to be agreed with Network Rail and surface water drainage on the site should be removed by a closed sealed pipe system.

The HSE identifies railways as a Major Hazard Industry. An earthwork failure within a high-hazard area has the potential to result in a catastrophic accident with multiple fatalities or long-lasting environmental issues. It should be noted that where the actions of an adjacent landowner have caused a landslide on the railway the loss adjusters are likely to advise recovery of Network Rail costs from the 3rd party, which would include costs of remediation and recovery of costs to train operators. Many railway earthworks were constructed in the Victorian period and are susceptible to failure by water saturation. Water saturation leads to an increase in pore water pressure within the earthwork material. Please also note that railways, and former railway land adjacent to it, is considered as contaminated land due to historic use of railways, which can affect the suitability of infiltration drainage.

Protection of existing railway drainage assets within a clearance area

There are likely to be existing railway drainage assets in the vicinity of the proposed works. Please proceed with caution. No connection of drainage shall be made to these assets without Network Rail's prior consent to detailed proposals. Any works within 5m of the assets will require prior consent. There must be no interfering with existing drainage assets/systems without Network Rail's written permission. The developer is asked to ascertain with Network Rail the existence of any existing railway drainage assets or systems in the vicinity of the development area before work starts on site.

Excavation and Earthworks and Network Rail land:

The applicant will agree all excavation and earthworks within 10m of the railway boundary with Network Rail. Network Rail will need to review and agree the works to determine if they 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 agree the following:

- Alterations to ground levels
- De-watering works
- Ground stabilisation works
- Works to retaining walls
- Construction and temporary works
- Maintenance of retaining walls

- Ground investigation works must not be undertaken unless agreed with Network Rail.
- Confirmation of retaining wall works (either Network Rail and/or the applicant). Prior to the commencement of works on site the applicant must confirm with Network Rail if there are any retaining walls/structures and the applicant must interface with Network Rail to ensure that no retaining structures are impacted on a permanent basis by their proposal.
- Alterations in loading within 15m of the railway boundary must be agreed with Network Rail.
- For works next to a cutting or at the toe of an embankment the developer / applicant would be required to undertake a slope stability review.

Network Rail would need to re view and agree the methods of construction 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 council are advised that the impact of outside party excavation and earthworks can be different depending on the geography and soil in the area. The council and developer are also advised that support zones for railway infrastructure may extend beyond the railway boundary and into the proposal area. Therefore, consultation with Network Rail is requested. Any right of support must be maintained by the developer.

Gap between the railway boundary & outside party works

Network Rail **REQUIRES** that the developer includes a minimum 3 metres gap (5m to a railway viaduct) between the buildings and structures on site and the railway boundary. Less than 3m from the railway boundary (5m from a viaduct) to the edge of structures could result in construction and future maintenance works being undertaken on Network Rail land, and close to the railway boundary potentially impacting support zones or lineside cabling. All the works undertaken to facilitate the design and layout of the proposal should be undertaken wholly within the applicant's land ownership footprint including all foundation works. Network Rail requires a minimum 3m easement (5m easement to a viaduct) between structures on site and the railway boundary to ensure that we can maintain and renew our boundary treatments. No part of the structure should over-sail the railway boundary or discharge rainwater goods onto or toward the railway boundary.

Trees

Proposals for the site should take into account the recommendations of, 'BS 5837:2012 Trees in Relation to Design, Demolition and Construction', which needs to be applied to prevent long term damage to the health of trees on Network Rail land so that they do not become a risk to members of the public in the future. This document will be provided via the formal interface with Network Rail Asset Protection.

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 \(oraclecloud.com\)](https://asprouk.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.

From

**Diane Clarke
Town Planning Technician NW&C
AssocRTPI
Network Rail
Email: [REDACTED]**

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.

