

Dated

22 December 2020

**APPLICATION BY EP WASTE MANAGEMENT LIMITED FOR AN ORDER
GRANTING DEVELOPMENT CONSENT FOR SOUTH HUMBER BANK ENERGY
CENTRE PROJECT**

PLANNING INSPECTORATE REFERENCE NO: EN010107

**SUMMARY OF WRITTEN REPRESENTATION
submitted on behalf of Network Rail
Infrastructure Limited**

Summary of Written Representation

1. Network Rail (**NR**) does not object in principle to the Proposed Development. However, it objects to the impact of the Proposed Development on the lifespan of the Kiln Lane level crossing, the absence of a mechanism in the Proposed DCO to require the reassessment of the number of vehicles using the Kiln Lane level crossing and the considers it necessary to restrict the use of South Marsh Road by HGVs.
2. NR's asset protection team have considered the impact of the additional vehicle movements resulting from the Proposed Development on the Kiln Lane level crossing and concluded that, without sufficient improvement works, this will lead to an increased risk to users of the crossing and will have an adverse impact on its lifespan.
3. NR considers that it is necessary to ensure the number of HGV using the Kiln Lane level crossing is not allowed to increase to a level which would have an unacceptable impact on safety.
4. The parties agree that South Marsh Road is not suitable for HGVs, however NR considers it necessary to ensure the protection of the Marsh Lane level crossing against damage by HGVs.
5. To mitigate these risks, NR considers it to be important to secure appropriate protective provisions for NR's statutory undertaking, amendments to the requirements of the Proposed DCO to regulate the use of the level crossings and to enter into an agreement that regulates the use of the level crossings and the carrying out of improvement works to the crossing deck and approaching roads to Kiln Lane level crossing.
6. NR has attempted to engage with the Applicant to enter into a voluntary agreement to secure appropriate mitigation measures without success and until such time as NR is given the protection and assurances requested as detailed in this Written Representation, NR's objection to the Proposed DCO will not be withdrawn.
7. NR requests that the protective provisions appended to the Written Representation be included in the DCO at Part 5 of Schedule 1 and that amendments be made to the Requirements of Schedule 2 to the DCO as set out in the Written Representation (to ensure that NR is consulted in relation to and approves a construction traffic management plan, delivery and servicing plan and operational travel plan and road condition survey and to restrict the number of heavy goods vehicles using Kiln Lane level crossing and South Marsh Road) to safeguard operational railway.
8. If sufficient progress regarding the protective provisions for railway interests and the private agreements between NR and the Applicant is not made between the parties in the coming weeks, NR will request to be heard at an appropriate hearing to explain in detail the impacts of the scheme. NR will respond to any written questions the panel wishes to ask.

Addleshaw Goddard LLP

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PLANNING INSPECTORATE REFERENCE NO: EN010107

WRITTEN REPRESENTATION
submitted on behalf of
Network Rail Infrastructure
Limited

1 Introduction

- 1.1 This written representation (**Written Representation**) is submitted on behalf of Network Rail Infrastructure Limited (**Network Rail**) in response to the application by EP Waste Management Ltd (**Applicant**) for the South Humber Bank Energy Centre Project Development Consent Order (**Proposed DCO**). Network Rail submitted its earlier section 56 representation (Examination Library Reference No RR-001) on 15 July 2020.
- 1.2 The Proposed DCO seeks development consent for the construction and operation of an energy from waste plant of up to 95 megawatts gross capacity including an electrical connection, landscaping and access (**Proposed Development**) on land at South Humber Bank Power Station, South Marsh Road, near Stallingborough in North East Lincolnshire (**Power Station Site**) as specifically detailed in Schedule 1 of the Proposed DCO.
- 1.3 Network Rail owns, operates and maintains the railway infrastructure of Great Britain. It does so pursuant to a network licence granted under section 8 of the Railways Act 1993 (**Network Licence**). A key element of Network Rail's statutory undertaking and a condition under the Network Licence, is to ensure the safety of the railway and those using and/or operating it. The Power Station Site is located to the west and south-west of the Manchester to Cleethorpes railway line (**Railway Line**).
- 1.4 Network Rail does not object in principle to the Proposed Development. However, Network Rail objects to the Proposed DCO and the Proposed Development, as:
- (a) there is currently no mechanism in place to prevent increases in traffic crossing the Railway Line on the Kiln Lane level crossing, reaching levels that would cause an unacceptable increase in risk to users of the level crossing;
 - (b) the additional traffic travelling over the Railway Line to and from the Proposed Development during its construction and its operation, will have an adverse impact on the lifespan of the Kiln Lane level crossing; and
 - (c) the Marsh Lane level crossing is unsuitable for the passing of heavy goods vehicles (**HGVs**) and there is currently no mechanism to ensure that HGVs travelling to the Proposed Development are not diverted via this route.
- 1.5 In this Written Representation, the Kiln Lane level crossing and the Marsh Lane level crossing (shown marked 'PYE2 0.1138 M. Yds' (Kiln Lane) and 'PYE2 1.0549 M. Yds' (Marsh Lane) on the plan attached to this Written Representation as Appendix 4) are together referred to as the **Crossings**.
- 1.6 In order to be able to withdraw its objection, Network Rail will need to be confident that sufficient mitigation measures are agreed to ensure that traffic travelling to and from the Proposed Development during its construction and operation will not have an unacceptable impact on lifespan of the Kiln Lane level crossing and will not have an unacceptable impact on the safety of the railway and those using and/or operating it. To achieve this the following will need to be in place:
- (a) appropriate protective provisions in the Proposed DCO that protect and safeguard Network Rail's statutory undertaking;
 - (b) amendments to the requirements in the Proposed DCO to regulate the use of the Crossings; and

- (c) an agreement with the Applicant that regulates the use of the Crossings and the carrying out of all necessary mitigation measures/ improvement works to the Crossings.
- 1.7 Network Rail therefore requests that the bespoke protective provisions for the benefit of the safety of railway interests which are at Appendix 3 to this Written Representation (**NR Protective Provisions**) are included in the Proposed DCO, and that the NR Requirement Amendments, as defined and detailed at paragraph 4.1 below and in Appendix 3 to this Written Representation, are made to the Proposed DCO.
- 1.8 Without the benefit of the NR Requirement Amendments and the NR Protective Provisions (further details of which are set out in paragraph 3 below) Network Rail considers that the Secretary of State, cannot conclude that the Proposed DCO can be granted without serious detriment to Network Rail's statutory undertaking arising.
- 1.9 Network Rail and the Applicant are engaging in detailed discussions regarding the assessment of risk to the Crossings. However, to date the Applicant's solicitors have only provided an undertaking of £3,000 for Network Rail's internal costs and £1,000 in respect of legal fees. Furthermore, the Applicant's solicitors have been instructed not to engage with Network Rail's solicitor in relation to NR Protective Provisions and an agreement with Network Rail to regulate the use of the Crossings and the carrying out of all necessary mitigation measures/ improvement works to the Crossings.
- 1.10 In the absence of reaching agreement to safeguard its interests, Network Rail, as an interested party, seeks to be heard at the compulsory acquisition hearing and at any issue specific hearings on the Proposed DCO, and respectfully makes the requests set out above and detailed in paragraph 4 below.

2 Impacts on the Railway

- 2.1 The Applicant notes that employees of the Power Station Site would likely utilise South Marsh Road and Marsh Lane level crossing as the primary means of access to the power station site. The Applicant has also proposed that the Kiln Lane level crossing is included in the designated route providing HGV access to the Proposed Development (**HGV Designated Route**) as referred to in the Transport Assessment¹.
- 2.2 Based on the Applicant's figures²
- (a) traffic movements over the Kiln Lane level crossing would increase on average by 686 vehicle movements (11.8%) per day during the three year plus construction period (of which the vast majority are HGVs), and on average by 645 vehicle movements (10.5%) per day during the ongoing operation of the Proposed Development (of which the vast majority are HGVs) ; and
 - (b) traffic movements over the Marsh Lane level crossing would increase on average by 45 vehicle movements (5.5%) per day during the three year plus construction period and on average by 27 vehicle movements (3.2%) during the ongoing operation of the Proposed Development.

¹ Transport Assessment submitted with the Proposed DCO (Examination Library Reference No APP-115)

² Taken from the Transport Assessment (Examination Library Reference No APP-115)

Without sufficient improvement works to the Kiln Lane level crossing, this increase in traffic will lead to an increased risk to users of the Kiln Lane level crossing and Crossings and will have an adverse impact on its lifespan, as detailed below.

2.3 The application documents make no reference to an alternative route for HGV traffic should Kiln Lane be closed for any reason, for example, to allow upgrade/mitigation works to be completed. Network Rail is concerned about what would happen to the HGV traffic in particular in this scenario, and this is one of the reasons Network Rail has requested that it is consulted on:

- (a) the Construction Traffic Management Plan;
- (b) the Delivery and Servicing Plan; and
- (c) the Operational Travel Plan

as set out in the NR Requirement Amendments at paragraph 4.1.

2.4 Network Rail is concerned that the Delivery and Servicing Plan, the Operational Travel Plan and the Construction Traffic Management Plan do not limit the number of HGVs using the Kiln Lane level crossing and does not provide a mechanism to re-evaluate the safety of the Kiln Lane level crossing should there be an increase in vehicle numbers beyond those detailed in the Transport Assessment.

2.5 The Applicant has acknowledged in the Statement of Common Ground with Network Rail³ that the Delivery and Servicing Plan does not limit the number of HGVs using the Kiln Lane level crossing per day. Network Rail requests that an additional requirement be added to the Proposed DCO restricting the number of HGVs that can use the Kiln Lane level crossing for access to, or egress from, the Proposed Development without Network Rail's written consent to 1,200 per day (as set out at paragraph 4.1(f) and Appendix 5 below).

2.6 The Applicant has noted in the Transport Assessment that the Marsh Lane level crossing is unsuitable for the passing of HGVs and as such was not included in the Delivery and Servicing Plan. Network Rail is concerned that should Kiln Lane be unavailable for any reason (for example during the period of improvement works) that HGVs would reroute via South Marsh Road and the Marsh Lane level crossing. Network Rail therefore requests that an additional requirement be added to the Proposed DCO restricting the use of South Marsh Road by HGVs travelling to or egressing from the Proposed Development (as further set out at Appendix 5)

Impacts on the Crossings

2.7 The Crossings are in place to enable traffic and pedestrians to cross the Railway Line safely, and are required to be maintained in line with safety standards. The additional traffic caused by the Proposed Development will adversely impact the Kiln Lane level crossing by significantly increasing its use by HGVs therefore resulting in the deterioration of the crossing at an increased rate. The mitigation of this impact should be at the cost of the Applicant, not Network Rail.

2.8 Network Rail have conducted 'all level crossing risk model' (ALCRM) assessments for the Crossings to calculate the increased risk posed by the Applicant's predicted average number of additional movements during the operational phase of the Proposed Development.

³ Submitted on 8 December (Examination Library Reference No)

- 2.9 These ALCRM assessments are at Appendix 1 of this Written Representation, and an aid to understanding the ALCRM scores and what they mean has been included at Appendix 1 of this Written Representation.
- 2.10 In summary, the ALCRM assessments considered if the current risk level (which is based on the baseline traffic survey data from the Network Rail censuses for the Crossings) would increase, if it was assumed that the number of proposed vehicle movements in the Traffic Assessment during the operational phase of the Proposed Development were taking place, to determine whether the increased traffic movements would result in additional risk for users of the Railway Line and the Crossings.⁴
- 2.11 The ALCRM assessments also incorporate a range of other parameters to assess risks to the users of the railway (including level crossings) and railway vehicles, such as volume of traffic, speed of road, type of freight line, frequency of railway movements, speed of line, etc.⁵ The model also facilitates cost-benefit analysis for new operation scenarios, mitigation measures and upgrades.
- 2.12 The results allocate a risk score to the level crossing. The risk scores go from A – M for individual risk with A being the highest risk, L being the lowest and M being 'zero risk' and 1-13 for collective risk with 1 being the highest risk, 12 being the lowest and 13 'zero risk'.
- 2.13 Individual risk, being risk to individual users of the crossing, and collective risk being overall risk of any incident involving any person or vehicle on the crossing, including train staff and passengers, as well as users of the crossing.
- 2.14 Network Rail also uses the standard railway signalling aspect colours to denote the relative risk of a crossing. These are, from preferred to least preferable: Green, Yellow, Double Yellow and Red.
- 2.15 The results also produce a fatalities and weighted injuries (FWI) index score which measures safety performance. The index collates all non-fatal injuries that have occurred over the previous 12 months normalised per 100,000 worker hours using a weighting factor to produce a total number of 'fatality equivalents'. For example, 10 major injuries or 200 class 1 minor injuries or shock/trauma, or 1000 class 2 minor injuries or shock/trauma are taken as being 'statistically equivalent' to one fatality.
- 2.16 The results were as follows:
- (a) **Kiln Lane Level Crossing**
- (i) Risk colour rating: Yellow

⁴ ALCRM uses baseline traffic survey data as part of its analysis. If there is no baseline traffic data in the system (usually a 9-day traffic survey), the Level Crossing manager (LCM) will undertake a 1-hour survey. This is carried out between the hours of 09:30 and 15:30 to avoid peak traffic flows and thus minimises the skewing of any data. The collected survey data is then input into ALCRM, along with information such as time gathered etc. ALCRM then uses algorithms to extrapolate this into the wider parameters required to assess the risk. Here a 30-minute census survey was conducted for Marsh Lane level crossing and a 1-hour census survey was conducted for Kiln Lane level crossing.

⁵ In a similar method to that noted above, the LCM will carry out an assessment of rail traffic, usually over a range of weeks to obtain a more reliable figure. The number of tracks, line speed etc. will also be factored into the calculations. We cannot rely solely on booked services for this number and need to undertake a physical survey as there may be companies that have network access agreements which permits them to call up the local signaller and arrange to send a train onto the network. There are no set times for this and can be done at any time so may be at relatively short notice. These therefore are not included in any regularly scheduled movements, however, must be included for fullness of information and risk assessment.

- (ii) Current ALCRM Score: I5
- (iii) Current FWI Score: 7.63E-04
- (iv) ALCRM Score with Transport Assessment predicted average operational traffic added: I5
- (v) ALCRM Score with Transport Assessment predicted average operational traffic and barrier mitigation upgrades added: J6
- (vi) FWI Score with Transport Assessment predicted average operational traffic added: 8.25E-04
- (vii) FWI Score with Transport Assessment predicted average operational traffic and barrier mitigation upgrades added: 2.65E-04

(b) **Marsh Lane Level Crossing**

- (i) Risk colour rating: Double Yellow
- (ii) Current ALCRM Score: J6
- (iii) Current FWI Score: 1.19E-04
- (iv) ALCRM Score with Transport Assessment predicted average operational traffic added: J6
- (v) FWI Score with Transport Assessment predicted average operational traffic added: 1.20E-04

2.17 The results show that the increased vehicle movements created as a result of the Proposed Development (as detailed in the Transport Assessment) would not alter the colour rating for either Crossing but would lead to an increase in the FWI score for both Crossings.

2.18 The ALCRM score for Kiln Lane level crossing remained at I5 when the additional vehicle movements were added. However, the FWI score increased from 7.63E-04 to 8.25E-04. The FWI decreased to 2.65E-04 when additional barrier upgrade works were incorporated into the ALCRM assessment. The ALCRM score for Marsh Lane level crossing remained at J6 when the additional vehicle movements were added, and the FWI increased marginally from 1.19E-04 to 1.20E-04. Network Rail considers that the cost of upgrading the Crossings to ABCL, MCB-OD or any other intermediate upgrades are not required due to the low risk rating and FWI score produced by the ALCRM assessment and that the cost of such works would be disproportionate. It is not therefore necessary for any significant upgrades to the Crossings or changes of the crossing type to be carried out.

2.19 However, the additional traffic movements would increase wear on the rubber panels of the crossing deck and to the surface of the roads approaching the Kiln Lane level crossing. This would increase the need for repair and reduce the time that the deck would remain adequate. The average lifespan of a level crossing such as Kiln Lane is approximately 20 years. The decking for the Kiln Lane level crossing was fitted in 2007 and Network Rail estimates an approximate remaining lifespan of 4 to 7 years, depending on the levels of traffic and types of vehicles utilising the crossing. However with the additional traffic movements caused by the Proposed Development, particularly the significant increase in the number of HGV movements, Kiln Lane level crossing would be expected to last between 2 and 5 years, however if the

proposed improvement works are carried out, the lifespan of the Kiln Lane level crossing would be expected to be approximately 20 years.

- 2.20 The required improvement works would involve upgrading the deck of the level crossing from a mix of 600mm wide rubber panels and anti-slip substance 'polysafe' to 1,200mm wide rubber panels throughout the whole crossing. The higher grade 1,200 mm panels would be reinforced on both sides, improving the distribution of the weight of vehicles across the panel and reducing the stress on the tracks, with a result that the decking would be more able to withstand the significant increase in HGV movements. Without such upgrades, there would be a higher risk of damage to the tracks as a result of the increased pressure from the additional movements.
- 2.21 Improved signage and new road markings are also required to improve the safety of users of the Kiln Lane level crossing. The Proposed Development would initially cause an increase in traffic levels of irregular users who are not familiar with the area or the Kiln Lane level crossing. Therefore improved signage and road markings would improve visibility of the upcoming crossing and alert drivers as to hazards.
- 2.22 Therefore, Network Rail has requested that the Applicant makes a contribution towards the cost of these improvement works (estimated at approximately £70,200) to ensure that the Kiln Lane level crossing remains fit for purpose for the lifetime of the Proposed Development and beyond. The costs are broken down as follows and are intended to be an approximate guide:

Category	Cost (£)
Decking	25,000
Surfacing roads approaching Kiln Lane level crossing	17,000
Road traffic lines	4,000
Road closure cost	2,500
Staffing (x3 shifts)	14,000
Machinery	4,200
Signage	1,500
Material	2,000
TOTAL	70,200

Alternative Route options

- 2.23 Network Rail have suggested an alternative route which does not include the Crossings. This alternative route is via South Marsh Road (east of Hobson Way), Hobson Way (North & Southbound), Laporte Road (North & Southbound) via Queens Road (East & Westbound) onward to Kings Road (East & Westbound) to join the A1173 and then the A180 as shown on the plan attached at Appendix 6. This route is approximately 1.5 miles longer than the HGV Designated Route but utilises a road over a rail bridge to cross the Railway Line on Queens Bridge Road. According to Network Rail's Asset Protection team, Queens Bridge was

reconstructed in 2008 and has no weight restrictions, meaning that it could withstand the levels of increased traffic movements proposed by the Transport Assessment. This route would best remove or minimise the risk of interface between members of the public and the Railway Line.

- 2.24 Network Rail would like clarification from the Applicant as to why these alternative routes were not selected. The Applicant has not provided a sufficient rationale as to why the most direct route was chosen rather than one that does not include interfaces with the railway.

3 Protective Provisions

- 3.1 Despite the proposed main access route to the Proposed Development crossing the Railway Line at the Kiln Lane Level Crossing, there are no protective provisions included within the Proposed DCO to protect the interests of Network Rail.

- 3.2 Network Rail acknowledges that no new rights are being acquired over its land, and that none of its land is at threat of compulsory acquisition, and therefore it would not expect its full protective provisions to be included in the Proposed DCO. However, Network Rail is surprised that no protective provisions at all relating to the Crossings have been included in the Proposed DCO.

- 3.3 Network Rail therefore instructed their solicitor's (at Network Rail's cost) to draft the bespoke NR Protective Provisions to be included within the Proposed DCO to protect its interests. These were sent to the Applicant's solicitor on 25 August 2020 along with a draft agreement relating to the use of the Crossings that would provide Network Rail with sufficient reassurance to allow it to withdraw its objection to the Proposed DCO. However, the Applicant has failed to engage with Network Rail in relation to the proposed agreement and/or the NR Protective Provisions, and has instructed its solicitors not to review these documents.

- 3.4 Without the NR Protective Provisions, Network Rail has no control over the safe use of the Crossings and has no land available to it which it can require the Applicant to use as an alternative to the Crossings, meaning that the detriment caused to the Crossings, and the safety of railway users by the increased traffic related to the Proposed Development, cannot be made good by Network Rail without Network Rail allocating funds to carry out upgrades to the Crossings. A cost that should equitably be met by the Applicant.

- 3.5 The NR Protective Provisions are summarised below:

(a) Proposed paragraphs 44 to 46 of Part 5 of Schedule 1 to the Proposed DCO require that the travel plans required under the Proposed DCO (Construction Traffic Management Plan, Delivery and Servicing Plan and Operational Travel Plan) must be approved by Network Rail before being submitted to the relevant planning authorities. This is to ensure that Network Rail is aware of, and agrees to, the routes and levels of traffic that would utilise the Crossings, and is comfortable that the appropriate mitigation measures resulting from the increase in traffic have been put in place.

(b) Proposed paragraph 47 of Part 5 of Schedule 1 to the Proposed DCO requires that Network Rail is provided with a report on the results of traffic surveys along South Marsh Road (east of Hobson Way) and the Applicant shall not commence any required improvement works without Network Rail approval, insofar as such works would impact on railway property. This would ensure that Network Rail is aware of, and has mitigated against, any additional risks posed to the Marsh Lane level crossing and its users by the improvement works.

- (c) Proposed paragraphs 48 and 49 of Part 5 of Schedule 1 to the Proposed DCO require that the Applicant repays all Network Rail's reasonable costs incurred as a result of the provision of engineers to approve the travel plans, the provision of services required to ensure the safety of railway property and its users, and as a result of specified works or damages caused to railway property as a result of the Proposed Development. They also require that the Applicant indemnifies Network Rail against claims arising out of or in connection with specified works. This is to ensure that Network Rail and the tax payer are not unduly financially burdened as a result of the Proposed Development taking place.

4 Requests of the Examining Authority

4.1 Network Rail will continue to engage with the Applicant but given their lack of engagement, Network Rail invites the Examining Authority to request that the Applicant makes the following amendments to the Proposed DCO:

- (a) The NR Protective Provisions are included at Part 5 of Schedule 1 to the Proposed DCO, as we refer to above (and as attached at Appendix 3);
- (b) Requirement 16 (Construction traffic management and travel planning) of Schedule 2 to the Proposed DCO is amended to refer to the consultation with, and approval by Network Rail, of the Construction Traffic Management Plan in so far as the Plan addresses construction traffic affecting the operational railway (in particular at the Crossings) (as shown on the attachment at Appendix 5)
- (c) Requirement 24 (Delivery and servicing plan) of Schedule 2 to the DCO is amended to refer to the consultation with, and approval by Network Rail, of the Delivery and Servicing Plan in so far as the Plan addresses construction traffic affecting operational railway (in particular at the Crossings) (as shown on the attachment at Appendix 5)
- (d) Requirement 25 (Operational travel plan) of Schedule 2 to the DCO is amended to refer to the consultation with, and approval by Network Rail, of the Operational Travel Plan in so far as the Plan addresses construction traffic affecting operational railway (in particular at the Crossings) (as shown on the attachment at Appendix 5);
- (e) Requirements 29(3) and (4) of Schedule 2 to the Proposed DCO to refer to copies of the traffic surveys along South Marsh Road being promptly provided to Network Rail (as shown on the attachment at Appendix 5); and
- (f) A new requirement 37 of Schedule 2 to the Proposed DCO to require that:
 - (i) the number of heavy goods vehicles accessing, or egressing from, the authorised development does not exceed 1,200 without the Applicant having first obtained the written approval of Network Rail; and
 - (ii) the Applicant will not use or permit the use of South Marsh Road (between North Moss Lane and Hobson Way) and South Marsh Lane level crossing by heavy goods vehicles travelling to or egressing from the authorised development.

These provisions are to ensure South Marsh Road is not used by HGVs (as it is acknowledged by the Applicant in the Transport Assessment that this road is not suitable for HGVs), to protect the Marsh Lane level crossing against damage by HGVs, and to ensure the number of HGV using the Kiln Lane level crossing are not allowed to

increase to a level which would have an unacceptable impact on the safety of those using the crossing.

((b) – (f) together being the **NR Requirement Amendments**)

5 Conclusions

- 5.1 Network Rail does not object in principle to the Proposed Development. However, it strongly objects to the impact of the Proposed Development on the lifespan of the Kiln Lane level crossing, the absence of a mechanism in the Proposed DCO to require the reassessment of the number of vehicles using the Kiln Lane level crossing and the need to restrict the use of South Marsh Road by HGVs. To mitigate this risk, Network Rail considers it to be of utmost importance that the NR Protective Provisions and the NR Requirement Amendments are included in the Proposed DCO.
- 5.2 Network Rail respectfully requests that the Secretary of State does not grant the Proposed DCO without the NR Protective Provisions and the NR Requirement Amendments being included in the Proposed DCO.
- 5.3 Network Rail has attempted to engage with the Applicant to enter into a voluntary agreement to secure appropriate mitigation measures, without success and until such time as Network Rail is given the protection and assurances requested as detailed in this Written Representation, Network Rail's objection to the Proposed DCO will not be withdrawn.

Addleshaw Goddard LLP

22 December 2020

Appendix 1

ALCRM Assessments

Kiln Lane Level Crossing (baseline)

Crossing Name:	KILN LANE (IMMINGHAM)			
Crossing Type:	AOCL			
Location Rail:	PYE2			
<u>Usage</u>				
Vehicles	5184 per day			
Pedestrians/Cyclists	81 per day			
Trains	1 per day			
Census 1 Type	quick			
Census 1 Date	23-Jan-2019 at 14:15			
<u>Safety Risk</u>				
Individual Risk	1			
Collective Risk	5			
User Type	Ind Risk (Fraction)	Ind Risk (Numeric)	Collective Risk	Derailment
Car	1 in 3205128	3.12E-07	3.03E-04	
Van / Small Lorries	1 in 1862197	5.37E-07	2.20E-04	
HGV	1 in 4608294	2.17E-07	5.93E-05	
Bus	0	0	0	
Tractor / Farm Vehicle	1 in 47123	2.12E-05	6.05E-07	
Cyclist / Motorcyclist	1 in 990099	1.01E-06	5.97E-05	
Pedestrian	0	0	0	
Passengers			0	0
Staff			1.20E-04	0
Total			7.63E-04	0
<u>Collision Frequencies</u>				
		Train / User	User Equipment	Other
Vehicle:		0.004149405	0.13705038	0
Pedestrian:		3.28E-05	0	0.001504682
<u>Collision Risk</u>				

	Train / User	User Equipment	Other
Vehicle:	5.83E-04	0	0
Pedestrian:	2.66E-05	0	3.31E-05
<u>Key Risk Drivers</u>			
Infrequent Trains			
Sun Glare			
RD Visibility			
Large Numbers of users			
Crossing Approach			
Large Numbers of HGVs			
<u>Operational Risk</u>			
£ per year	12		
<u>Safety Spend</u>			
25 year	£9,165.28		
50 year	£11,064.01		

Kiln Lane Level Crossing (baseline and additional vehicles from Transport Assessment)

<u>Crossing Details</u>				
Crossing Name:	KILN LANE (IMMINGHAM)			
Crossing Type:	AOCL			
Location Rail:	PYE2			
<u>Usage</u>				
Vehicles	5927 per day			
Pedestrians/Cyclists	81 per day			
Trains	1 per day			
Census 1 Type	quick			
Census 1 Date	04-Aug-2020 at 14:30			
<u>Safety Risk</u>				
Individual Risk	1			
Collective Risk	5			
User Type	Ind Risk (Fraction)	Ind Risk (Numeric)	Collective Risk	Derailment
Car	1 in 2873563	3.48E-07	3.25E-04	
Van / Small Lorries	1 in 1594896	6.27E-07	2.25E-04	
HGV	1 in 5847953	1.71E-07	8.96E-05	

Bus	0	0	0	
Tractor / Farm Vehicle	1 in 40350	2.48E-05	6.18E-07	
Cyclist / Motorcyclist	1 in 990099	1.01E-06	5.97E-05	
Pedestrian	0	0	0	
Passengers			0	0
Staff			1.26E-04	0
Total			8.25E-04	0
<u>Collision Frequencies</u>				
		Train / User	User Equipment	Other
Vehicle:		0.004845899	0.192697829	0
Pedestrian:		3.28E-05	0	0.001504682
<u>Collision Risk</u>				
		Train / User	User Equipment	Other
Vehicle:		6.40E-04	0	0
Pedestrian:		2.66E-05	0	3.31E-05
<u>Key Risk Drivers</u>				
Infrequent Trains				
Large Numbers of users				
Large Numbers of HGVs				
RD Visibility				
Crossing Approach				
Sun Glare				
<u>Operational Risk</u>				
£ per year	14			
<u>Safety Spend</u>				
25 year	£9,917.82			
50 year	£11,972.44			

Kiln Lane Level Crossing (baseline, additional vehicles and barrier mitigation)

<u>Crossing Details</u>	
Crossing Name:	KILN LANE (IMMINGHAM)
Crossing Type:	AOCL+B
Location Rail:	PYE2
<u>Usage</u>	

Vehicles 5927 per day
 Pedestrians/Cyclists 81 per day
 Trains 1 per day

Census 1 Type quick
 Census 1 Date 04-Aug-2020 at 14:30

Safety Risk

Individual Risk J
 Collective Risk 6

User Type	Ind Risk (Fraction)	Ind Risk (Numeric)	Collective Risk	Derailment
Car	1 in 11111111	9.00E-08	8.43E-05	
Van / Small Lorries	1 in 6134969	1.63E-07	5.85E-05	
HGV	1 in 22727272	4.40E-08	2.33E-05	
Bus	0	0	0	
Tractor / Farm Vehicle	1 in 155327	6.44E-06	1.61E-07	
Cyclist / Motorcyclist	1 in 900900	1.11E-06	6.56E-05	
Pedestrian	0	0	0	
Passengers			0	0
Staff			3.28E-05	0
Total			2.65E-04	0

Collision Frequencies

	Train / User	User Equipment	Other
Vehicle:	0.001258777	0.020815634	0
Pedestrian:	3.22E-05	0	0.001794265

Collision Risk

	Train / User	User Equipment	Other
Vehicle:	1.66E-04	0	0
Pedestrian:	2.62E-05	0	3.95E-05

Key Risk Drivers

- RD Visibility
- Infrequent Trains
- Large Numbers of HGVs
- Large Numbers of users
- Sun Glare

Crossing Approach

Operational Risk

£ per year 2

Safety Spend

25 year £3,179.98

50 year £3,838.76

Marsh Lane Level Crossing (baseline)

Crossing Details

Crossing Name: MARSH LANE

Crossing Type: AHB

Location Rail: PYE2

Usage

Vehicles 729 per day

Pedestrians/Cyclists 81 per day

Trains 1 per day

Census 1 Type quick

Census 1 Date 11-Dec-2018 at 12:00

Safety Risk

Individual Risk J

Collective Risk 6

User Type	Ind Risk (Fraction)	Ind Risk (Numeric)	Collective Risk	Derailment
Car	1 in 11494252	8.70E-08	2.86E-05	
Van / Small Lorries	1 in 4081632	2.45E-07	1.27E-05	
HGV	1 in 1547987	6.46E-07	5.24E-07	
Bus	0	0	0	
Tractor / Farm Vehicle	0	0	0	
Cyclist / Motorcyclist	1 in 879507	1.14E-06	4.48E-05	
Pedestrian	1 in 879507	1.14E-06	2.24E-05	
Passengers			0	0
Staff			9.64E-06	0
Total			1.19E-04	0

Collision Frequencies

	Train / User	User Equipment	Other
Vehicle:	2.53E-04	0.008021487	0
Pedestrian:	3.98E-05	0	0.001586762
<u>Collision Risk</u>			
	Train / User	User Equipment	Other
Vehicle:	4.19E-05	0	0
Pedestrian:	3.23E-05	0	3.49E-05
<u>Key Risk Drivers</u>			
Infrequent Trains			
<u>Operational Risk</u>			
£ per year	0		
<u>Safety Spend</u>			
25 year	£1,427.39		
50 year	£1,723.10		

Marsh Lane Level Crossing (baseline and additional cars from Transport Assessment)

<u>Crossing Details</u>	
Crossing Name:	MARSH LANE
Crossing Type:	AHB
Location Rail:	PYE2
<u>Usage</u>	
Vehicles	837 per day
Pedestrians/Cyclists	81 per day
Trains	1 per day
Census 1 Type	quick
Census 1 Date	04-Aug-2020 at 12:00
<u>Safety Risk</u>	
Individual Risk	J
Collective Risk	6

User Type	Ind Risk (Fraction)	Ind Risk (Numeric)	Collective Risk	Derailment
Car	1 in 13698630	7.30E-08	3.10E-05	
Van / Small Lorries	1 in 4000000	2.50E-07	1.13E-05	
HGV	1 in 1519756	6.58E-07	4.64E-07	
Bus	0	0	0	
Tractor / Farm Vehicle	0	0	0	
Cyclist / Motorcyclist	1 in 879507	1.14E-06	4.48E-05	
Pedestrian	1 in 879507	1.14E-06	2.24E-05	
Passengers			0	0
Staff			9.85E-06	0
Total			1.20E-04	0
<u>Collision Frequencies</u>				
		Train / User	User Equipment	Other
Vehicle:		2.57E-04	0.007808926	0
Pedestrian:		3.98E-05	0	0.001586762
<u>Collision Risk</u>				
		Train / User	User Equipment	Other
Vehicle:		4.28E-05	0	0
Pedestrian:		3.23E-05	0	3.49E-05
<u>Key Risk Drivers</u>				
Infrequent Trains				
<u>Operational Risk</u>				
£ per year	0			
<u>Safety Spend</u>				
25 year	£1,440.32			
50 year	£1,738.71			

Appendix 2

Guide to ALCRM

OFFICIAL



ALCRM risk Score explanation

ALCRM provides an estimate of both the individual and collective risks at a level crossing.

INDIVIDUAL RISK

This is the annualised probability of fatality to a 'regular user'. *NOTE: A regular user is taken as a person making a daily return trip over the crossing; assumed 500 traverses per year.*

Applies only to crossing users. It is not used for train staff and passengers

Does not increase with the number of users.

Is presented as a simplified ranking:

Allocates individual risk into rankings A to M

(A is highest, L is lowest, and M is 'zero risk' e.g. temporary closed, dormant or crossings on mothballed lines)

Allows comparison of individual risk to average users across any crossings on the network

COLLECTIVE RISK

This is the total risk for the crossing and includes the risk to users (pedestrian and vehicle), train staff and passengers.

Is presented as a simplified ranking:

- Allocates collective risk into rankings 1 to 13

(1 is highest, 12 is lowest, and 13 is 'zero risk' e.g. temporary closed, dormant or crossings on mothballed lines)

- Can easily compare collective risk between any two crossings on the network

Category	Criteria	Assessment Frequency (Years)
Red	<ul style="list-style-type: none"> • Individual risk is A • Collective risk is 1 • Collective risk is 2 • Collision frequency (pedestrian + vehicle) is > 0.01 	1.25
Yellow	<ul style="list-style-type: none"> • Individual risk is B • Individual risk is C • Collective risk is 3 • Collision frequency (pedestrian + vehicle) is > 0.001 • Sighting time is less than warning time by > 4 seconds <p><i>NOTE: This does not take mitigations such as whistle boards and telephones into account.</i></p>	2.25
Double Yellow	Risk score is not M13 and no red or yellow criteria apply	3.25
Green	Risk score is M13	Not assessed

Appendix 3

Network Rail Protective Provisions

SCHEDULE 1

PROTECTIVE PROVISIONS

PART 5

FOR THE PROTECTION OF NETWORK RAIL

41. For the protection of Network Rail as defined in this part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and Network Rail.

42. In this part of this Schedule—

“Network Rail” means Network Rail Infrastructure Limited (Company registration number 02904587) whose registered office is at 1 Eversholt Street, London, NW1 2DN and any associated company of Network Rail which holds property for railway purposes, and for the purpose of this definition “associated company” means any company which is (within the meaning of section 1159 (meaning of “subsidiary” etc.) of the Companies Act 2006) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited;

“railway operational procedures” means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

43. —(1) Where under this Part Network Rail is required to give its consent, agreement or approval in respect of any matter, that consent, agreement or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) Subject to subparagraph (1) where Network Rail is asked to give its consent, agreement or approval pursuant to this Part, such consent, agreement or approval must not be unreasonably withheld but may be given subject to reasonable conditions.

44. —(1) The undertaker shall not submit the construction traffic management plan to the relevant planning authorities in accordance with requirement 16 of Schedule 2 (Construction traffic management and travel planning) without having first obtained the written approval of Network Rail in accordance with subparagraph (2).

(2) The undertaker shall provide Network Rail with a draft of the construction traffic management plan for approval and Network Rail shall within a period of 28 days beginning with the date on which the draft construction traffic management plan is received by Network Rail serve written notice on the undertaker confirming that:

(a) the draft construction traffic management plan is approved; or

(b) the draft construction traffic management plan is approved subject to reasonable amendments as required by Network Rail; or

(c) the draft construction traffic management plan is not approved and the reason for the non-approval; or

(d) that further information is required in order for Network Rail to make its determination (in which case this paragraph 44(2) shall apply to such further information from the date of its receipt by Network Rail).

(3) In the event that Network Rail fails to serve written notice in accordance with paragraph 44(2) within 28 days of receipt Network Rail shall be deemed to have served a notice pursuant to paragraph 44(2)(a).

(4) The undertaker must include any amendments which are required by Network Rail and notified to the undertaker by Network Rail in the notice given pursuant to paragraph 44(2)(b) in the draft construction traffic management plan it submits to the relevant planning authorities and finalises in accordance with requirement 16 of Schedule 2 (Construction traffic management and travel planning) and the undertaker shall not submit any such written details to the relevant planning authorities or finalise a construction traffic management plan which has not been approved by Network Rail in accordance with paragraphs 44(2) or (3).

(5) In deciding whether to approve the draft construction traffic management plan or request any amendments Network Rail shall take into account any funding received from any other third party in respect of upgrade works to the Kiln Lane level crossing and/or the South Marsh Lane level crossing (even if such upgrade works have not yet been completed by Network Rail). Any approval must not be conditional on the undertaker contributing funding towards a full barrier at Kiln Lane level crossing and/or South Marsh Lane level crossing. However, approval may be denied if Network Rail confirms that upgrade works will be required to Kiln Lane level crossing and/or South Marsh Lane level crossing due to the additional traffic proposed within the construction traffic management plan and Network Rail do not have sufficient funding to complete the required upgrades.

(6) Each notice and all other information required to be sent to Network Rail under the terms of this paragraph 44 shall:

(a) be sent to the Company Secretary and General Counsel at Network Rail Infrastructure Limited, 1 Eversholt Street, London, NW1 2DN via Royal Mail plc's special delivery service (or if this service is no longer being provided an appropriate recorded delivery postal service) and marked for the attention of the London North Western Route Level Crossing Manager; and

(b) contain a clear statement on its front page that the matter is urgent and Network Rail must respond within 28 days of receipt.

(7) In the event that any subsequent changes are made to the construction traffic management plan following its approval by Network Rail, in so far as such changes impact on railway property, the undertaker shall not submit any such written details to the relevant planning authorities or finalise any updates to the construction traffic management plan which have not been approved by Network Rail in accordance with paragraphs 44(2) or (3).

45. —(1) The undertaker shall not submit the delivery and servicing plan to the relevant planning authorities in accordance with requirement 24 of Schedule 2 (Delivery and servicing plan) without having first obtained the written approval of Network Rail in accordance with subparagraph (2).

(2) The undertaker shall provide Network Rail with a draft of the delivery and servicing plan for approval and Network Rail shall within a period of 28 days beginning with the date on which the draft delivery and servicing plan is received by Network Rail serve written notice on the undertaker confirming that:

(a) the draft delivery and servicing plan is approved; or

(b) the draft delivery and servicing plan is approved subject to reasonable amendments as required by Network Rail; or

(c) the draft delivery and servicing plan is not approved and the reason for the non-approval; or

(d) that further information is required in order for Network Rail to make its determination (in which case this paragraph 45(2) shall apply to such further information from the date of its receipt by Network Rail).

(3) In the event that Network Rail fails to serve written notice in accordance with paragraph 45(2) within 28 days of receipt Network Rail shall be deemed to have served a notice pursuant to paragraph 45(2)(a).

(4) The undertaker must include any amendments which are required by Network Rail and notified to the undertaker by Network Rail in the notice given pursuant to paragraph 45(2)(b) in the draft delivery and servicing plan it submits to the relevant planning authorities and finalises in accordance with requirement 24 of Schedule 2 (Delivery and servicing plan) and the undertaker shall not submit any such written details to the relevant planning authorities or finalise a delivery and servicing plan which has not been approved by Network Rail in accordance with paragraphs 45(2) or (3).

(5) In deciding whether to approve the draft delivery and servicing plan or request any amendments Network Rail shall take into account any funding received from any other third party in respect of upgrade works to the Kiln Lane level crossing and/or the South Marsh Lane level crossing (even if such upgrade works have not yet been completed by Network Rail). Any approval must not be conditional on the undertaker contributing funding towards a full barrier at Kiln Lane level crossing and/or South Marsh Lane level crossing. However, approval may be denied if Network Rail confirms that upgrade works will be required to Kiln Lane level crossing and/or South Marsh Lane level crossing due to the additional traffic proposed within the delivery and servicing plan and Network Rail do not have sufficient funding to complete the required upgrades.

(6) Each notice and all other information required to be sent to Network Rail under the terms of this paragraph 45 shall:

(e) be sent to the Company Secretary and General Counsel at Network Rail Infrastructure Limited, 1 Eversholt Street, London, NW1 2DN via Royal Mail plc's special delivery service (or if this service is no longer being provided an appropriate recorded delivery postal service) and marked for the attention of the London North Western Route Level Crossing Manager; and

(f) contain a clear statement on its front page that the matter is urgent and Network Rail must respond within 28 days of receipt.

(7) In the event that any subsequent changes are made to the delivery and servicing plan following its approval by Network Rail, in so far as such changes impact on railway property, the undertaker shall not submit any such written details to the relevant planning authorities or finalise any updates to the delivery and servicing plan which have not been approved by Network Rail in accordance with paragraphs 44(2) or (3).

46. —(1) The undertaker shall not submit the operational travel plan to the relevant planning authorities in accordance with requirement 25 of Schedule 2 (Operational travel plan) without having first obtained the written approval of Network Rail in accordance with subparagraph (2).

(2) The undertaker shall provide Network Rail with a draft of the operational travel plan for approval and Network Rail shall within a period of 28 days beginning with the date on which the draft operational travel plan is received by Network Rail serve written notice on the undertaker confirming that:

(a) the draft operational travel plan is approved; or

(b) the draft operational travel plan is approved subject to reasonable amendments as required by Network Rail; or

(c) the draft operational travel plan is not approved and the reason for the non-approval; or

(d) that further information is required in order for Network Rail to make its determination (in which case this paragraph 46(2) shall apply to such further information from the date of its receipt by Network Rail).

(3) In the event that Network Rail fails to serve written notice in accordance with paragraph 46(2) within 28 days of receipt Network Rail shall be deemed to have served a notice pursuant to paragraph 46(2)(a).

(4) The undertaker must include any amendments which are required by Network Rail and notified to the undertaker by Network Rail in the notice given pursuant to paragraph 46(2)(b) in the draft operational travel plan it submits to the relevant planning authorities and finalises in accordance with requirement 25 of Schedule 2 (Operational travel plan) and the undertaker shall not submit any such written details to the relevant planning authorities or finalise an operational travel plan which has not been approved by Network Rail in accordance with paragraphs 46(2) or (3).

(5) In deciding whether to approve the draft operational travel plan or request any amendments Network Rail shall take into account any funding received from any other third party in respect of upgrade works to the Kiln Lane level crossing and/or the South Marsh Lane level crossing (even if such upgrade works have not yet been completed by Network Rail). Any approval must not be conditional on the undertaker contributing funding towards a full barrier at Kiln Lane level crossing and/or South Marsh Lane level crossing. However, approval may be denied if Network Rail confirms that upgrade works will be required to Kiln Lane level crossing and/or South Marsh Lane level crossing due to the additional traffic proposed within the operational travel plan and Network Rail do not have sufficient funding to complete the required upgrades.

(6) Each notice and all other information required to be sent to Network Rail under the terms of this paragraph 46 shall:

(a) be sent to the Company Secretary and General Counsel at Network Rail Infrastructure Limited, 1 Eversholt Street, London, NW1 2DN via Royal Mail plc's special delivery service (or if this service is no longer being provided an appropriate recorded delivery postal service) and marked for the attention of the London North Western Route Level Crossing Manager; and

(b) contain a clear statement on its front page that the matter is urgent and Network Rail must respond within 28 days of receipt.

(7) In the event that any subsequent changes are made to the operational travel plan following its approval by Network Rail, in so far as such changes impact on railway property, the undertaker shall not submit any such written details to the relevant planning authorities or finalise any updates to the operational travel plan which have not been approved by Network Rail in accordance with paragraphs 44(2) or (3).

47. (1) Following completion by the undertaker of the report containing the results of traffic surveys along South Marsh Road (east of Hobson Way) in accordance with requirements 29(3) and (4) of Schedule 2 the undertaker shall promptly provide a copy of the report to Network Rail.

(2) In the event that the report shows that a scheme of improvement works are required in accordance with requirement 29(5) of Schedule 2, in so far as such improvement works impact on railway property, the undertaker shall not commence improvement works without having first obtained the written approval of Network Rail in accordance with subparagraph (3).

(3) The undertaker shall provide Network Rail with details of the scheme of improvement works for approval and Network Rail shall within a period of 28 days beginning with the date on which the details of the scheme of improvement works are received by Network Rail serve written notice on the undertaker confirming that:

(a) the scheme of improvement works are approved; or

(b) the scheme of improvement works are approved subject to reasonable amendments as required by Network Rail; or

(c) the scheme of improvement works are not approved and the reason for the non-approval; or

(d) that further information is required in order for Network Rail to make its determination (in which case this paragraph 47(2) shall apply to such further information from the date of its receipt by Network Rail).

(4) In the event that Network Rail fails to serve written notice in accordance with paragraph 47(3) within 28 days of receipt Network Rail shall be deemed to have served a notice pursuant to paragraph 47(2)(a).

(5) The undertaker must include any amendments which are required by Network Rail and notified to the undertaker by Network Rail in the notice given pursuant to paragraph 47(3)(b) in the details of a scheme of improvement works it submits to the local highways authority and finalises in accordance with requirement 29 of Schedule 2 (Road condition survey) and the undertaker shall not submit any such written details to the relevant highways authority

or finalise a scheme of improvement works which has not been approved by Network Rail in accordance with paragraphs 47(3) or (4).

(6) In deciding whether to approve the scheme of improvement works or request any amendments Network Rail shall take into account any funding received from any other third party in respect of upgrade works to the Kiln Lane level crossing and/or the South Marsh Lane level crossing (even if such upgrade works have not yet been completed by Network Rail). Any approval must not be conditional on the undertaker contributing funding towards a full barrier at Kiln Lane level crossing and/or South Marsh Lane level crossing. However, approval may be denied if Network Rail confirms that upgrade works will be required to Kiln Lane level crossing and/or South Marsh Lane level crossing due to the additional traffic proposed within the scheme of improvement works and Network Rail do not have sufficient funding to complete the required upgrades.

(7) Each notice and all other information required to be sent to Network Rail under the terms of this paragraph 47 shall:

(e) be sent to the Company Secretary and General Counsel at Network Rail Infrastructure Limited, 1 Eversholt Street, London, NW1 2DN via Royal Mail plc's special delivery service (or if this service is no longer being provided an appropriate recorded delivery postal service) and marked for the attention of the London North Western Route Level Crossing Manager; and

(f) contain a clear statement on its front page that the matter is urgent and Network Rail must respond within 28 days of receipt.

(8) In the event that any subsequent changes are made to the scheme of improvement works following their approval by Network Rail, in so far as such changes impact on railway property, the undertaker shall not submit any such written details to the relevant planning authorities or finalise any updates to the scheme of improvement works which have not been approved by Network Rail in accordance with paragraphs 44(2) or (3).

48. The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

(a) in respect of the approval by the engineer of the construction traffic management plan, the delivery and servicing plan, the operational travel plan and the scheme of improvement works submitted by the undertaker;

(b) in respect of the employment or procurement of the services of any inspectors, signalmen, watchmen and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others;

(c) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others or from the substitution or diversion of services which may be reasonable necessary for the same reason; and

(d) in respect of any additional temporary lighting of railway property, being lighting made reasonably necessary by reason or in consequence of damage to railway property as a result of access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others.

49. —(1)The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule which may be occasioned to or reasonably incurred by Network Rail—

(a) by reason of the construction or maintenance of a specified works or the failure thereof or

(b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified works or

(c) by reason of any act or omission of the undertaker or any person in its employ or of its contractors or others whilst accessing to or egressing from the authorised development or

(d) in respect of any damage caused to or additional maintenance required to, railway property or any such interference or obstruction or delay to the operation of the railway as a result of access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others;

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified works or any such failure, act or omission: and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under his supervision shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must give the undertaker reasonable written notice of any such claim or demand and no settlement or compromise of such a claim or demand shall be made without the prior consent of the undertaker.

(3) The sums payable by the undertaker under sub-paragraph (1) shall if relevant include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs shall, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

"the relevant costs" means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified works or any such act or omission as mentioned in subparagraph (1); and

"train operator" means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

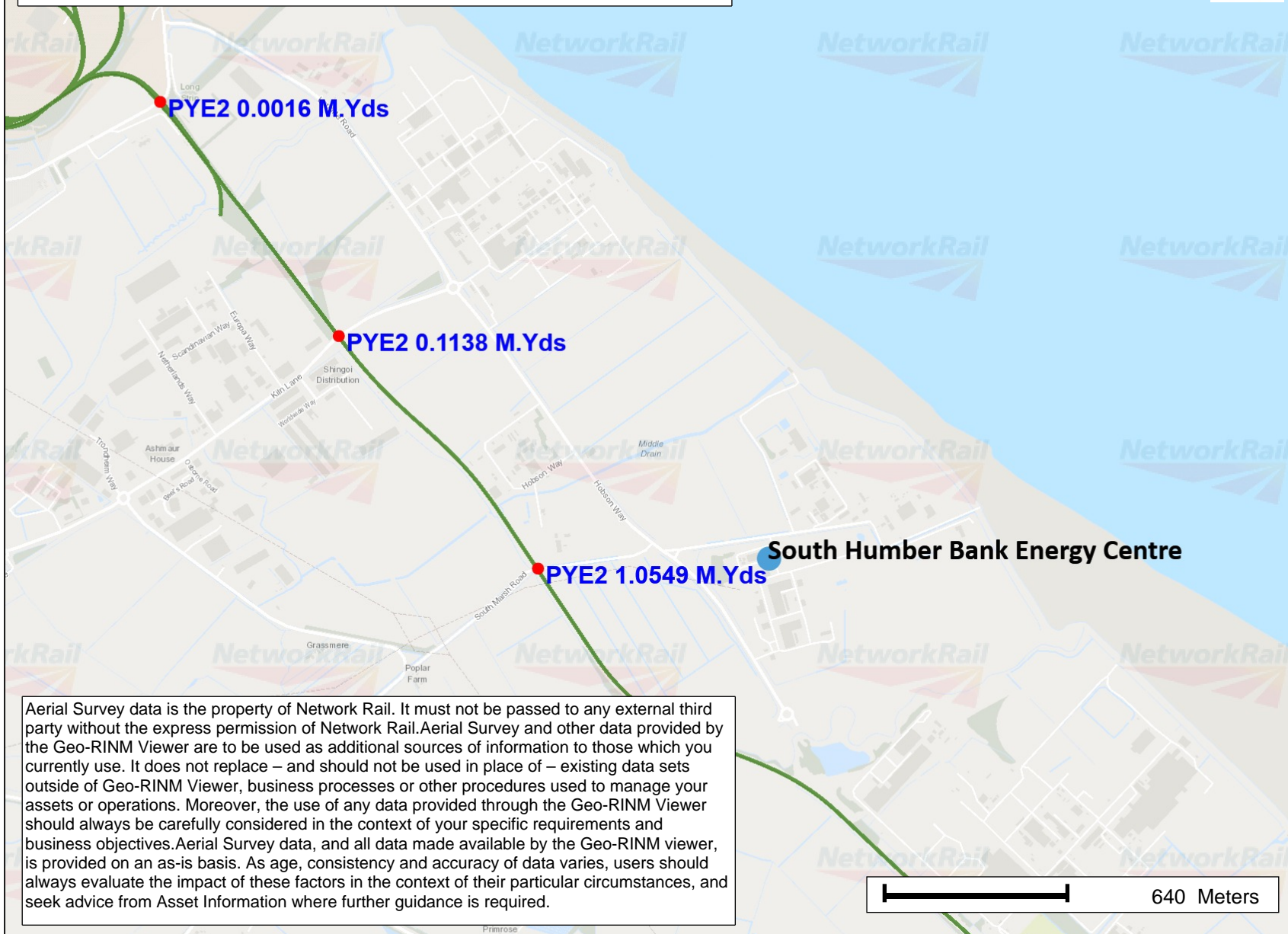
50. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I of the Railways Act 1993.

Appendix 4

Level Crossing Plan

Name Of Team

Please note that this map is not suitable for legally binding documents. If you require a map for a legally binding document, please contact the land information team: landinformation@networkrail.co.uk



Aerial Survey data is the property of Network Rail. It must not be passed to any external third party without the express permission of Network Rail. Aerial Survey and other data provided by the Geo-RINM Viewer are to be used as additional sources of information to those which you currently use. It does not replace – and should not be used in place of – existing data sets outside of Geo-RINM Viewer, business processes or other procedures used to manage your assets or operations. Moreover, the use of any data provided through the Geo-RINM Viewer should always be carefully considered in the context of your specific requirements and business objectives. Aerial Survey data, and all data made available by the Geo-RINM viewer, is provided on an as-is basis. As age, consistency and accuracy of data varies, users should always evaluate the impact of these factors in the context of their particular circumstances, and seek advice from Asset Information where further guidance is required.

Legend

- Station
- Station Category A
- Station Category B
- Station Category C
- Station Category D
- Station Category E
- Station Category F
- Track Link



WB60393 South Humber Bank

Scale	1 : 20,000
Plot Date	06/11/20 10:29
Printed By	

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Output created from GeoRINM Viewer

Appendix 5 – NR Requirement Amendments

Network Rail's proposed text is shown in red.

Requirement 16 - Construction traffic management and travel planning

16.—(1) No part of the authorised development may commence until a construction traffic management plan for that part has been submitted to and approved by the relevant planning authority *and by Network Rail in accordance with paragraph 44 of Schedule 1.*

(2) The plan submitted and approved under sub-paragraph (1) must be in accordance with the framework construction traffic management plan included as annex 28 of appendix 9A of the environmental statement.

(3) The plan submitted and approved under sub-paragraph (1) for Work No. 1 must include—

(a) details of the routes to be used for the delivery of abnormal indivisible loads and procedures for the notification of these to the local highway authority and, if the route includes railway assets, Network Rail; and

(b) a construction worker travel plan (which must be in accordance with the framework construction worker travel plan included as annex 27 of appendix 9A of the environmental statement).

(4) The plan must be implemented as approved unless otherwise agreed with the relevant planning authority.

(5) In this requirement, “Network Rail” means Network Rail Infrastructure Limited (Company No. 02904587) whose registered office is at 1 Eversholt Street, London NW1 2DN.

Requirement 24 - Delivery and servicing plan

24.—(1) The authorised development must not come into operation until an operational delivery and servicing plan for all operational HGVs entering and leaving the site has been submitted to and approved in writing by the relevant planning *authority and by Network Rail in accordance with paragraph 45 of Schedule 1.*

(2) The plan submitted and approved under sub-paragraph (1) must be in accordance with the operational delivery and servicing plan within annex 26 of appendix 9A of the environmental statement unless otherwise agreed by the relevant planning authority.

(3) The plan approved under sub-paragraph (1) must be implemented as approved throughout the operation of the authorised development unless otherwise agreed by the relevant planning authority.

(4) In this requirement, “Network Rail” means Network Rail Infrastructure Limited (Company No. 02904587) whose registered office is at 1 Eversholt Street, London NW1 2DN.

Requirement 25 - Operational travel plan

25.—(1) The authorised development must not come into operation until an operational travel plan has been submitted to and approved in writing by the relevant planning authority *and by Network Rail in accordance with paragraph 46 of Schedule 1.*

(2) The plan submitted and approved under sub-paragraph (1) must be in accordance with business travel plan guidance published by the local highway authority and in accordance with the framework operational travel plan within annex 7 of appendix 9A of the environmental statement unless otherwise agreed in writing by the relevant planning authority.

(3) The plan approved under sub-paragraph (1) must be implemented as approved throughout the operation of the authorised development unless otherwise agreed by the relevant planning authority.

(4) In this requirement, "Network Rail" means Network Rail Infrastructure Limited (Company No. 02904587) whose registered office is at 1 Eversholt Street, London NW1 2DN.;

Requirement 29 - Road condition survey

29.—(1) No development may take place, save for the permitted preliminary works, until a survey of the condition of the adopted section of South Marsh Road (east of Hobson Way) has been carried out and details submitted to and approved by the relevant planning authority and Network Rail in accordance with paragraph 47 of Schedule 1.

(2) The details submitted to and approved under sub-paragraph (1) must include the results of a survey comprising SCANNER, deflectograph equipment, and supporting road core data with cores taken every 100m, contained in a report detailing the survey methodology and the findings as to the theoretical capacity of the structure of the road based on a million standard axle calculation.

(3) Within six months of the authorised development coming into operation a report must be submitted to the relevant planning authority and Network Rail in accordance with paragraph 47 of Schedule 1 for approval.

(4) The report submitted and approved under sub-paragraph (3) must contain the results of traffic surveys along South Marsh Road (east of Hobson Way) conducted after the coming into operation of the authorised development and must include information on actual HGV tonnage and volumes and a comparison against the theoretical capacity of the structure of the road contained in the details approved under sub-paragraph (1).

(5) In the event that the report shows the actual HGV tonnage and volumes using the road is in exceedance of the theoretical capacity, and the exceedance can reasonably be attributed to the authorised development, the undertaker must within three months of an approval under sub-paragraph (3), submit details of a scheme of improvement for South Marsh Road (east of Hobson Way) and a programme for implementation to the local highways authority for its approval.

(6) Insofar as the scheme of works required under sub-paragraph (5) impact on railway property, the undertaker shall not commence improvement works without having first obtained the written approval of Network Rail in accordance with paragraph 47 of Schedule 1.

(6) In this requirement, "Network Rail" means Network Rail Infrastructure Limited (Company No. 02904587) whose registered office is at 1 Eversholt Street, London NW1 2DN.

Requirement 37 - Maximum vehicle movements

37.—The number of heavy goods vehicles shall be restricted as detailed below:

- (i) *the number of heavy goods vehicles accessing to or egressing from the authorised development does not exceed 1,200 without the Applicant having first obtained the written approval of Network Rail; and*
- (ii) *the Applicant will not use or permit the use of South Marsh Road (between North Moss Lane and Hobson Way) and South Marsh Lane level crossing by heavy goods vehicles travelling to or egressing from the authorised development .*

Appendix 6

Alternative Route



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Google Earth

2017

Imagery Date: 9/21/2019 53°36'03.05" N 0°09'07.50" W elev 1 m eye alt 4.51 km