

CONDITIONS SOUGHT:

An “eligible building” has the meaning assigned to it in regulation 7 of Statutory Instrument 1996 No 428, The Noise Insulation (Railways and Other guided Transport Systems Regulations 1996 excluding that part of regulation 7 (1) which refers to distances from running rail or the nearest apparatus corresponding thereto which is not applicable to noise from construction sites, but does not include any building with respect to which a notice to treat has been or is intended to be served for its acquisition, or with respect to which a vesting declaration for its acquisition has been or is intended to be made.

As the owner of 396 Woodstock Road has been served such a notice, whether or not the Promoter exercises the powers if approved, it is therefore not considered an “eligible building” and appears to fall outside the scope of entitlement for noise and vibration mitigation for either construction or operation of the line or for compensation.

Conversely, the draft TWA order specifically does not require the promoter to compulsorily acquire any additional interest other than those which may be sought relating to ground anchor rights, or obtaining new covenants over my land, or extinguishing rights over my land.

Consequently, it appears that I am neither entitled to compensation nor mitigation for noise and vibration whether or not the Promoter ultimately exercises any rights over my land. It would be irrational to approve any TWA Order that allowed this loophole and this uncertainty.

I therefore would ask that 396 Woodstock Road is considered an exceptional case and seek the following conditions:

1. The draft TWA Order is amended as appropriate to specifically require the Promoter to acquire a full interest in 396 Woodstock Road if the Promoter exercises any rights whatsoever over my property under the Compulsory Purchase Act.
2. The property is deemed or defined as an “eligible building”.
3. The property is deemed or defined as a sensitive building due to housing students who require a quiet place to study and revise for exams.

REASON: It would be fair and reasonable to expect such a TWA Order if granted to cover this loophole to protect the interests of those affected by the proposed scheme and to provide clarity and certainty.

FURTHER CONDITIONS SOUGHT:

1. Furthermore, it would be irrational that the Government funded Cross Rail project was more advantageous to those affected by this proposal than the Evergreen 3 proposal, which is claimed to be privately funded.

I therefore seek a condition that this TWA Order if granted is no less disadvantageous to those affected by the proposals than those affected by the Cross Rail proposals. Specifically, that the policies on noise and vibration, ground settlement, construction code of conduct, compensation etc. match or exceed those applied to the Cross Rail proposal.

REASON: In the interests of fairness to those affected by this particular proposal.

2. During this night I was woken at 2.45 am and again at 2.53 am and then at 3.16 am followed by 3.23 am by slow moving maintenance train. At 3.59 am I recorded 91.6 dB from a sound meter held 1 meter from my living room window. To put this into prospective, I am required to ensure that a sound of 75 dB is reached at bedhead, which is considered sufficient to wake a sleeping person in the event of a fire. I received no notification of any planned maintenance works. This is not the first time that I have been woken by planned maintenance. In talking with Oxford City Council, they inform me that they are unable to deal with night time noise from trains or noise from maintenance. Network Rail merely logged my call – whilst they may have a policy about maintenance noise, it appears that there are no mechanisms for enforcing them. It also appears that local authorities have to balance the wider public interest and the costs of any actions to enforce limits.

I therefore seek a condition that where noise or vibration levels exceed agreed limits or thresholds for either construction or maintenance works or in operating the line, the entity/body/company responsible for those such works or operations can by the local authority be suspended until such time that a plan of action is agreed with the local authority and implemented to comply with the noise and vibration limits without the local authority needing to consider the wider public interest and that their costs will be reimbursed by entity/body/company responsible for the breach. Additionally, the Promoter sets aside a sum of money for the purpose of allowing those affected by breeches of noise and vibration limits can easily make small claims for compensation.

REASON: In order to enforce and encourage no breeches.

3. A further condition is sought that no phase 2 works are permitted to be carried out unless they are accompanied with noise and vibration mitigation appropriate to the full future capacity of the line.

REASON: It would be irrational and unreasonable to carry out future proofing works without the necessary noise and vibration mitigation in place where there is no recourse for those affected, or higher baseline figures would be applied due to step increases in noise which would disqualify those affected or where it could be claimed that it would be then too expensive to put in mitigation measures.

4. As Chiltern Railways are part of one of the largest train operating group of companies in Europe where in some countries noise and vibration limits are more stringent and enforceable and at the examination it was made clear that they had teams of experts, it would not be unreasonable to delete all references

to the Promoter being excused from providing noise and vibration on the grounds of costs or it being uneconomic.

REASON: These costs should have been factored into their application and with teams of experts and considerable experience and with higher thresholds in the UK it would be unreasonable that the Promoter would propose noise and vibration limits that they were unable to meet.

5. No construction works take place in the vicinity of 396 Woodstock Road or in or around the Wolvercote tunnel or in the vicinity of students during exam or revision periods.

REASON: It would be unreasonable in a City of worldwide acclaim and reputation not to ensure peace and quiet for academic study.

6. For transparency, a condition is sought that the Promoter will make freely available information relating to detailed design work, results of noise and vibration, results of surveys and any other information which relates to an affected party upon request by that affected party and that where detailed design work was not available during the examination, the Promoters will consult adjoining or affected properties.

REASON: It would be unreasonable that the Promoter could redesign the Wolvercote tunnel without consulting those whose properties adjoining the tunnel or withhold structural surveys undertaken of affected properties without the property owner knowing the results.

7. For dealing with problems resulting from construction, the Promoter agrees to hold monthly meetings at locations close to the works where members of the public and affected parties can discuss any issues and concerns and the Promoter is obliged to address these concerns. The minutes of these meeting to be made publically available.

8. Noise and vibration limits and thresholds are the same as those applied in Germany and mitigation provided to same standards.

REASON: It is unreasonable that a company part of and who appears to be indebted to a German group of companies funded by the Germany government should provide less noise and vibration mitigation in another country within Europe. It is unreasonable that people in Germany will be less affected by the noise and vibration of rail and have a better quality of life than those living in England alongside a rail track.

9. For clarity, there needs to be a condition that before commencing any piling, stone or concrete breaking or installation of ground anchors, a schedule of buildings, structures and utilities within the zone of influence of that engineering work shall be prepared. The schedule shall identify those properties which may be at risk of damage from ground movement or vibration arising from the construction of the railway, based upon the final design method of construction

for the railway works. Full information about the scope of works, design, and evidence to support the zone of influence should be made available to the local authority and those directly affected. CRCL to agree with the local authority and ENGAGE Oxford the schedule of properties at risk.

REASON: It would be unreasonable that the promoter can decide which properties may be at risk based upon their own calculations and with no transparency or recourse for those affected.

10. There needs to be a condition that the Promoter will pay the costs for structural defects surveys and that the property owner has the final say for the scope of the survey and that the choice of survey needs to be agreed between the property owner and the Promoter.

REASON: It would be unreasonable to expect a property owner at risk of damage to pay for this and for the scope of the report to be limited so as to disadvantage them.

11. There needs to be a further condition that after the construction works have been completed and at any time up to five years after the line is brought into operation, the owner of any property covered by any pre-construction survey whether instructed jointly by the Promoter or not, can request a further defects survey to be undertaken paid for by the Promoter. The Promoter is obliged to pay for the costs associated in rectifying the damage and will not be entitled to claim that the damage was caused as a result of the affected property being on clay. Should there be further defects or damage, the Promoter will be obliged to pay for additional works such that further defects or damage would be prevented in the future or to amend operations on the track to prevent further occurrences.

12. No construction works will take place without four weeks notice been given in writing to me of each time there will be a period of construction noise in order that I can give my students notice. The notice needs to detail how long the works are likely to take and what the hours will be that the work will be carried over.

13. A condition is sought that I would be entitled to claim and receive compensation for loss of business as a result of construction works.

REASON: It is anticipated that works to the tunnel would take 5 months and other works take 3 months although it is unknown whether these estimates are reliable or the work will be carried out concurrently but it has been proposed that these works take place at night time and it is unreasonable to expect a business to survive with considerable disruption for such a long period of time.

14. A condition is sought that there will be no night time or out of hours working during construction.

Rosemary Harris