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**NETWORK RAIL INFRASTRUCTURE LIMITED**

**NETWORK RAIL (HUDDERSFIELD TO WESTTOWN (DEWSBURY)  
IMPROVEMENTS) ORDER**

**NETWORK RAIL INQUIRY DOCUMENT**

**Summary Note of agreements between Network Rail and Kirklees Council**

**1. Purpose of Document**

- 1.1 This document provides details of agreements entered into by Network Rail and Kirklees Council subsequent to the submission of the Order application.
- 1.2 Following negotiations between Network Rail and Kirklees Council, three side agreements were entered into by the parties on 22 October 2021, to address the Council's concerns as they related to:
  - Highways and Network Management
  - Waste Management
  - Environment and Noise
- 1.3 The exercise of powers and rights under the Order and the carrying out of works authorised by the Order are to be subject to the terms of the agreements.
- 1.4 Attached at Appendix 1 to this document is a summary of the key terms of the agreement relating to Highways and Network Management.
- 1.5 Attached at Appendix 2 to this document is a summary of the key terms of the agreement relating to Waste Management.
- 1.6 Attached at Appendix 3 to this document is a summary of the key terms of the agreement relating to Environment and Noise.

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## Appendix 1

### Highways and Network Management Agreement

Item	Content
HIGHWAYS NETWORK MANAGEMENT GROUP	<p>Commitment to establish no later than 1<sup>st</sup> February 2022 a Highways Network Management Group and thereafter meet on a monthly basis.</p> <p>Scope of the Highways Network Management Group is documented in Schedule 1 of the Agreement.</p>
CONSTRUCTION OF THE SPECIFIED STRUCTURES AND THE FORM 6 STRUCTURES	Commitment to comply with pre-application protocols in the agreement for Specified Structures and Form 6 Highways Structures, the scope of which is set out within Schedule 2.
TEMPORARY STOPPING UP OF STREETS	Commitment to comply with the protocols set out in Schedule 3 for the temporary stopping up of streets pursuant to Article 16 of the Order.
STOPPING UP OF THE EXISTING STREETS	Commitment to comply with the protocols set out in Schedule 4 for the stopping up of streets pursuant to Article 14 of the Order.
ALTERATION OF STREETS	Commitment to comply with the protocols set out in Schedule 5 for the alteration of streets pursuant to Article 15 of the Order.
TRAFFIC REGULATION	Commitment to comply with the protocols set out in Schedule 6 regarding traffic regulation provision pursuant to Article 50 of the Order.
MAINTENANCE OF THE SPECIFIED FOOTBRIDGE STRUCTURES	Agreement as to the maintenance liabilities of Kirklees Council and Network Rail as they relate to Specified Footbridge Structures.
MAINTENANCE OF THE SPECIFIED RETAINING STRUCTURE	Agreement that the maintenance of the Specified Retaining Structure by Kirklees Council is conditional on the payment of a Commuted Sum from Network Rail.
MAINTENANCE OBLIGATIONS	Agreement as to the respective maintenance obligations for Network Rail and Kirklees Council in relation to Designated Bridge Structure A and B.
CONSTRUCTION ACCESSES	Commitment by Network Rail to undertake condition surveys prior to use of a Schedule 7 Street for construction accesses and to repair and make good damage to Schedule 7 Streets.
COMPLIANCE WITH DUTIES AND GUIDANCE	Obligations on Network Rail to comply with relevant applicable guidance pursuant to section 18 of the Traffic Management Act 2004, the DfT Local Transport Note LTN 1/20 on Cycle Infrastructure Design or any successor publication and the

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	Highway Design Guide to the extent such guidance is applicable and reasonably necessary and justifiable for the delivery of the Authorised Works together with other relevant standards and guidance for the Authorised Works.
VARIATION TO THE ORDER	Commitment from Network Rail to submit certain agreed Order variations to the Inspector.
COMMUTED SUM	Agreement on the process by which Network Rail will calculate and the deadline to pay the Commuted Sum.
DESIGNATED HIGHWAY STRUCTURE	Commitment by Network Rail to provide Kirklees Council with details of Designated Highways Structures and to have regard to and act reasonably in considering comments by Kirklees Council on the details of the Designated Highways Structures.

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## Appendix 2

### Waste Management Agreement

<b>Weaving Lane facility</b>	
<b>Item</b>	<b>Content</b>
UNINTERRUPTED ACCESS	For the duration of the works, NR will ensure uninterrupted access for pedestrians and vehicles to the facility.
SITE RECONFIGURATION	NR undertakes to procure the temporary reconfiguration of the Facility that facilitates the Order works and maintains the operation of the waste facility, in accordance with the details and measures contained in the Agreement.
PROJECT DELIVERY GROUP	A project delivery group is to be established comprising Network Rail, the Council and Suez (the operator) and meetings are to take place on a monthly basis. The group will approve the final layout and design of the reconfiguration of the Facility.
OPERATIONS LICENCE	NR will assist Suez in securing any necessary variation to the operations licence, as may be required, from the Environment Agency in considering the reconfiguration.
<b>Emerald Street facility</b>	
<b>Item</b>	<b>Content</b>
SITE ACCESS	Network Rail will ensure that HGV turning circles and general movement in connection to operating the facility will be uninterrupted by the authorised works.
RESTRICTED TIMES	No delivery of bulk materials required for the authorised works will occur between 05:00 and 17:00, the facility opening hours.
RESTRICTION ON TEMPORARY TRAFFIC SIGNALS	No temporary traffic signals during a sporting fixture at John Smith Stadium and until 1.5 hours after the finish of the fixture.
TRAFFIC CONTROL MEASURES	Network Rail and Kirklees Council have agreed various traffic measures to ensure the continued use of Emerald

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	Street for facility traffic during daytime hours and at night-time for emergency access and egress.
DAYTIME WORKING	Network Rail may work during daytime hours provided they give 24 hours' notice to the Council and maintain 2 way traffic in that period.
VISIBLE DUST MANAGEMENT	Network Rail and Kirklees Council have agreed a series of measures and working practices to avoid and / or control visible dust escaping site and potentially causing malfunction in the operation of the facility fan system.

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## Appendix 3

### Environment and Noise Agreement

<b>Noise Insulation (non-statutory)</b>	
<b>Item</b>	<b>Content</b>
PROCESS	The side agreement confirms the following process in considering non-statutory eligibility for noise insulation:
	1. Liaise with freeholders of eligible properties and arrange site visit to assess whether they meet the qualifying criteria for an offer of noise insulation.
	2. Review the range of noise insulation options open with Kirklees Council and agree the appropriate offer to be made.
	3. Provide schedule of offer to Kirklees Council.
	4. Network Rail to make a formal offer of noise insulation to each qualifying freehold owner.
	5. On acceptance of offer, Network Rail shall install noise insulation as soon as possible but no later than the first running of a passenger service on the completed railway.
	6. On completion of the work, Network Rail shall submit a completion report to Kirklees Council.
	7. Should the freehold owner refuse the offer of noise insulation, Network Rail is under no obligation to provide it.
IDENTIFICATION	All properties that are eligible for non-statutory noise insulation assessed in the ES, are identified by street and house number in the side agreement.
<b>Environment (Woodland Maintenance)</b>	
<b>Item</b>	<b>Content</b>
WOODLAND PLANTING ON KIRKLEES-OWNED LAND	Following completion of the detailed design stage and as part of the Landscape and Ecological Management Plan, Network Rail shall identify the area in hectares of woodland to be planted that will return to Kirklees Council ownership.

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INITIAL MAINTENANCE	Network Rail is responsible for the initial 5 years of maintenance as stated in the Deemed Planning Permission.
FURTHER MAINTENANCE	Network Rail and Kirklees Council shall agree the quantum of a Commuted Sum for woodland management for the period between 5 and 30 years, payable by NR to Kirklees Council. This value will be per hectare of planted woodland.
ARBITRATION	If the value of remuneration cannot be agreed than it will be referred to an expert to arbitrate.