

From: [Amjad Sultan](#)
To: [O'Shaughnessy, Allen](#); [Maxine Greaves](#)
Cc: [Rachel Sorensen](#); [Courtney Smith](#); [Bromell, Nick](#); [Bull, Alex](#); [Stephen, Rhea](#); [Melissourgios, Thanasis](#); [Foster, Dominic](#)
Subject: [EXT]:RE: HRW - Condition 8 Partial Discharge Request
Date: 27 January 2023 12:19:31
Attachments: [image001.png](#)

Hi Allen,

Thank you for our email.

In reference directly to the installation of the water main (c.35m away from the Station), Rail for London is not impacted and has no objection to this particular work stream.

Kind regards
Amjad

From: O'Shaughnessy, Allen <Allen.OShaughnessy@lendlease.com>
Sent: 19 January 2023 13:22
To: Amjad Sultan <v_AmjadSultan@tfl.gov.uk>; Maxine Greaves <MaxineGreaves@tfl.gov.uk>
Cc: Rachel Sorensen <RachelSorensen@tfl.gov.uk>; Courtney Smith <courtney.smith@gowlingwlg.com>; Bromell, Nick <Nick.Bromell@lendlease.com>; Bull, Alex <Alex.Bull@lendlease.com>; Stephen, Rhea <Rhea.Stephen@lendlease.com>; Melissourgios, Thanasis <Thanasis.Melissourgios@lendlease.com>; Foster, Dominic <Dominic.Foster@lendlease.com>
Subject: HRW - Condition 8 Partial Discharge Request

Dear Amjad and Maxine,

Thank you for your time earlier today.

As discussed, Lendlease are intending to carry out an initial package of works between the 17th February – 1st April 2023 in advance of main construction workings on Plot A within the High Road West Masterplan. This will initially comprise of the installation of a water main on the western side of Plot A (approx. 35m from the closest railway embankment);

As discussed, Lendlease are currently in the process of discharging the relevant pre-commencement conditions, including Condition 8 of Planning Permission Ref: HGY/2021/3175 which states:

“No development shall take place in a Phase of the development abutting the railway until written confirmation has been submitted to the Council which confirms that for the relevant Phase of the development covering demolition, substructure and superstructure and all temporary works have been agreed in writing by RfL which covers the following details:

- *provide details on all structures*
- *provide details on the use of plant*
- *accommodate the location of the existing RfL Assets / Infrastructure*

- *accommodate RfL Operational and Maintenance requirements*
- *accommodate ground movement arising from the construction thereof*
- *mitigate the effects of noise, vibration & distractions arising from the adjoining operations to the RfL Infrastructure & Operations*
- *No maintenance regime for the proposed development elevations facing the railway should be permitted which compromises the safe, efficient and economic operation of the railway.*
- *For all new developments adjacent to operational lines RfL accepts no liability in respect of noise and vibration. Developers should undertake their own investigations to establish any level of noise and vibration likely to originate from the operation of the railway, and design their mitigation measures accordingly.*
- *Any additional fencing required on the railway boundary, for example for screening purposes, must be independent of RfL's fencing and allow room for maintenance of both fences.*
- *All drainage needs to be directed away from the railway and into local authority sewers, and it should be installed a minimum distance of two metres from the railway boundary. The use of soakaways is not favoured by RfL and therefore is unacceptable as they could have a detrimental effect on RfL land. The drainage system should be designed to take this into account.*

"The relevant Phase of the development shall thereafter be carried out in all respects in accordance with the approved design and method statements, and all structures and works comprised within the development relevant to RfL hereby permitted which are required by the approved design statements in order to procure the matters mentioned in paragraphs of this condition shall be completed, in their entirety, before any part of a building within the relevant Phase hereby permitted is occupied."

At our meeting we discussed the proposed scope of works for this initial package set out above alongside the submitted plans (attached for reference). On this basis, please can you confirm by way of reply that you're happy for this condition to be part-discharged in relation to the proposed scope of works?

As discussed, details regarding future works related to demolition, substructure, superstructure etc would be issued to and agreed with RfL prior to any of those future works commencing and formalised through our submission to LBH under Condition 8 set out above.

Should you have any questions please do let us know.

Kind Regards
Allen

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