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Date: 27<sup>th</sup> February 2024  
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Dear Sirs

**Application by Tritax Symmetry (Hinckley) Limited for an Order Granting  
Development Consent for the Hinckley National Rail Freight Interchange – Deadline 7  
submission**

Please find attached submissions on behalf of Leicestershire County Council (LCC) in relation to Deadline 7 of the Examination Timetable as set out in a letter from Mr Robert Jackson dated 26 January 2024, and in response to a request for further information as set out in a letter from Mr Robert Jackson dated 20 February 2024.

The attached documents are as follows:

- Comments on Applicant's Deadline 6 submission
- Detailed comments on the draft Planning Obligation

Please do not hesitate to contact me should any further information be required.

Kind regards

[REDACTED]

**Julie Thomas**  
Head of Planning, Historic and Natural Environment

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**Comments on Applicant's Deadline 6 submission**

<b>Examination library reference</b>	<b>Document name</b>	<b>Leicestershire County Council comments</b>
REP6-003	2.31.1 M69 Junction 2 Existing Structures Overlaid on Proposed Works	LCC welcome the submission of a drawing to demonstrate that the addition of south facing slip roads can be accommodated without impacting on the existing M69 J2 structures.
REP6-006 REP6-007	6.2.8.1D Hinckley NRFI ES Appendix 8.1 Transport Assessment - part 15 of 20 - Sustainable Transport Strategy and Plan and Appendices	LCC note that the only updates to this document appear to be references to travel packs, and a DRT app. None of the concerns raised by LCC in its written representations at various Deadlines to date appear to have been addressed.
REP6-012	17.1B Hinckley NRFI Construction Environmental Management Plan	LCC note that this plan has not been updated to reflect the construction of a ramped footbridge at The Outwoods level crossing. It is unclear if this will impact on buildability, access etc.
REP6-016 REP6-017	17.4D - HGV Route Management Plan & Strategy & Appendices	<p>LCC note that the Strategy has been updated to include reference to further villages in Warwickshire.</p> <p>LCC note the inclusion of annual meetings of the HGV Strategy Steering Group, with interim meetings possible should quarterly reports flag unacceptable levels of breaches.</p> <p>LCC noted in its Deadline 6 response (REP6-033) that the revised Strategy includes a £200,000 commitment to mitigate if the Strategy does not work. Despite Table 1 of this document stating that this information can be found at Table 2, LCC assumes it should reference Table 3. LCC is concerned that measures suggested in Table 3 e.g., inclusion of gateway features, narrowing's etc. have already been ruled out through the Road Safety Auditing process. The table also only references Sapcote. Therefore, it is unclear what realistic additional mitigation can be delivered through the village of Sapcote, or indeed other impacted villages. Moreover, the Applicant has not provided any indication of the costs of delivering these measures and therefore an indication of how far £200,000 would realistically extend.</p> <p>At Deadline 6 (REP6-033) LCC noted that the camera proposed in Elmesthorpe (ANPR camera</p>

		<p>location 1) needed to be relocated beyond the extents of the access visibility splay to Thorney Fields Farm. This appears to have been relocated in the Applicants Deadline 6 submission, only to be located within yet another vehicular visibility splay. There are numerous alternative locations where this ANPR camera could be sensibly and safely located along this road.</p> <p>The appendices (REP6-017) now include the location plans of additional ANPR cameras on the B4669 Hinckley Road, the B4668 Leicester Road, and The Common, Barwell. It is unclear if the ANPR camera proposed on The Common conflicts with the delivery of the proposed cycleway extension and build out included within the Sustainable Transport Strategy &amp; Plan (REP6-006).</p> <p>It also remains unclear how these cameras will identify HGV breaches through all of the local villages as listed at para 3.13 (REP6-016). The camera locations as proposed will not pick up more than one breach per vehicle i.e., an HGV travelling through the village of Sharnford or Broughton Astley and then through Sapcote will only be identified by the camera in Sapcote despite having breached prohibited routes through other villages. Conversely, an HGV could travel along a prohibited route e.g., through Hinckley town centre and not be detected by any camera whatsoever. Moreover, there are no drawings submitted that show cameras at the accesses to the development site to identify “matches” or at the Unit locations.</p>
REP6-028	22.1 A47 Link Road Roundabout North of the M69 J2 Capacity Assessment	<p>LCC through its detailed design comments submitted at Deadline 6 (REP-033) raised that the inclusion of roundabout 1 on the A47 link road appeared only to facilitate sharp deviation in the route, and the two-arm roundabout serves no purpose other than to avoid the need for a tight bend on the main alignment.</p> <p>At a meeting on 15<sup>th</sup> February 2024 the Applicant team suggested that the Parameters Plan (REP4-016) allows for deviation of the internal access route (currently shown to connect to roundabout 2) to connect to roundabout 1. LCC raised that this has never been designed and modelled, and this would then render roundabout 2 as unnecessary. In response, the Applicant team have submitted this document, but it does not include a design to support the modelling, nor is it referenced in the Geometric Design Strategy Record (REP5-004), nor is it clear that the Parameters Plan allows for this significant deviation and consequent amendment to the site masterplan.</p>
	Final Statement of Common	As set out in our Deadline 5 response (REP5-075), the Applicant submitted a Statement of

	Ground	<p>Common Ground (SoCG) at Deadline 4 (REP4-136) that included document changes that had not been shared with LCC in advance. To assist in moving this forward, LCC drafted a SoCG that it was prepared to sign and submitted this at Deadline 5 (REP5-075). LCC updated this SoCG to reflect the Applicant's Deadline 5 submission and sent this revised document to the Applicant on 21<sup>st</sup> February 2024 for their consideration. Despite chasing on three separate occasions by email on 26<sup>th</sup> February, and a meeting on the morning of 27<sup>th</sup> February, the Applicant has not provided a response to this document. Should this continue to be the case, LCC will submit an unsigned version at Deadline 8 to assist the ExA.</p> <p>The Applicant also issued a "final" list of Requirements to LCC at 18:26 on 26<sup>th</sup> February 2024 requesting agreement to wording. This was not a tracked changed document and LCC have not had an opportunity to review all 19 pages prior to making this Deadline 7 submission. However, these Requirements nor the documents that they refer to have been agreed to date. Moreover, LCC understand that the Applicant submitted the final dDCO in line with Parliamentary Procedure on 26th February 2024 and therefore there appears no opportunity for LCC to comment and suggest further amendments.</p>
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**LCC response to information requested by the ExA – Detailed comments on the draft Planning Obligation**

ExA question	Leicestershire County Council comments
<p>The Councils are asked to provide detailed comments on the draft Planning Obligation, both as to its drafting and to what it would seek to deliver. The ExA would particularly welcome representations on whether the Councils consider that the draft Planning Obligation has any drafting defects that would mean that the Planning Obligation was unenforceable or otherwise deficient. The Applicant is asked to liaise with the Councils over this so as ensure that any areas of disagreement are minimised.</p> <p>Should the text not be agreed, the Councils are requested to explain why they hold the position that they do, and what amendments are necessary to make it acceptable to the Council. As regards Leicestershire County Council it should explain why it considers it would be unable to complete the Obligation by agreement.</p>	<p>As set out in our Deadline 4 response (REP4-181) LCC forwarded an indicative list of s106 requirements in respect of highways and transport to the Applicant on 22<sup>nd</sup> September 2023. This list was based on information submitted in support of the application to that date. Whilst not a definitive list considering outstanding submissions it comprised:</p> <ul style="list-style-type: none"> <li>• employee travel packs (one pack per employee. Indicative cost £52.85/pack, or applicant can elect to provide their own with a minimum £500 admin checking fee);</li> <li>• employee bus passes (one 6-month bus pass per employee – approx. £360-£510/pass depending on the bus operator);</li> <li>• travel plan monitoring fee (indicative cost £11,337.50);</li> <li>• provision of a travel plan co-ordinator/s;</li> <li>• sustainable travel offer – £500,000 contribution towards the X6 service a matter of discussion between Tritax and Leicester City Council. Further consideration of DRT/alternative provision is required to serve the development based on evidence of employee locations and consideration of shift working patterns</li> <li>• Traffic Regulation Order’s – restrictions (maximum 3 roads) £8,756 per Order, speed limit changes £9,392 per Order</li> <li>• Construction traffic routeing – on the basis that construction traffic routeing does not currently appear in the CEMP requirement</li> <li>• Permanent HGV routeing – defining ANPR monitoring, enforcement, and reporting</li> </ul> <p>Unfortunately, the Applicant did not respond to the above until 3<sup>rd</sup> January 2024. This contact was not preceded by any discussions. The revised Heads of Terms presented by the Applicant omitted a number of requests without explanation. In addition, LCC noted that Warwickshire County Council (WCC) and Leicester City Council (LCiC) had been removed by the Applicant as parties to the Agreement. This was concerning on the basis of the Applicants commitment to contributions to Gibbet roundabout (for which WCC hold fund on behalf of National Highways) contributions to sustainable transport measures within the City boundary.</p> <p>As set out in our Deadline 5 response (REP5-075) a revised s106 Agreement was forwarded by the</p>

Applicant to LCC during the course of ISH6 on 24<sup>th</sup> January 2024. LCC responded to the Applicant on 31<sup>st</sup> January 2024 reiterating that not all LCC requests had been captured (and provided a detailed table of requests), that the obligations in the Agreement did not align with commitments referenced in Strategies, and nor did the Agreement reflect discussions at ISH6 (noting that the Agreement was circulated during the course of the hearing).

The Applicant requested that LCC confirm their position in respect of signing a bi-lateral Agreement where there is no agreement to its contents. LCC confirmed to the Applicant on 31<sup>st</sup> January 2024 that it would not sign an Agreement where there is no agreement to its contents.

The Applicant responded stating “thank you for sending this through. Clearly we are apart on a number of items that we will not agree on, I have instructed Eversheds to prepare a Unilateral Undertaking and advise your legal team accordingly”. The decision to prepare a Unilateral Undertaking was made solely by the Applicant and is not the preferred approach of LCC. LCC would be happy to sign a s106 Agreement with the Applicant where agreement can be reached on its contents. This is standard practice for LCC. The Authority is signatory to numerous s106 Agreements that are signed following collaborative engagement between the parties. Following the Applicant’s decision to proceed via the Unilateral Undertaking route, LCC has not been party to any discussions regarding the section 106 agreement with the other local authorities.

The Applicant submitted a draft Unilateral Undertaking to LCC on 1<sup>st</sup> February 2024. LCC subsequently revised the detailed table of requests and sent a revised table to the Applicant on 5<sup>th</sup> February 2024. At this point LCC had also only received partial title from the Applicant (despite several requests) and awaited the remaining title documents to confirm that parties to the Unilateral Undertaking were correct.

LCC requested a costs undertaking from the Applicant’s legal team confirming that LCC’s legal costs will be met. This was received on 7<sup>th</sup> February 2024 and LCC subsequently requested a revised Unilateral Undertaking to take account of the further points put forward by the Applicant on 6<sup>th</sup> February 2024.

In our Deadline 6 response (REP6-033) LCC appended its comments on the latest draft Unilateral Undertaking which was provided to LCC by the Applicant on 19<sup>th</sup> February 2024. LCC comments on the draft were provided to the Applicant on the same day. LCC also appended an updated table of

	<p>LCC s106 Heads of Terms to demonstrate the position in respect of inclusion in the draft Unilateral Undertaking.</p> <p>A revised Unilateral Undertaking was sent to LCC late in the evening on 22<sup>nd</sup> February 2024. LCC was advised that this version was going to be submitted by the Applicant at Deadline 7. Negotiations have not progressed and unfortunately, LCC cannot agree to the revised Unilateral Undertaking.</p> <p>LCC's comments on the latest revision of the Unilateral Undertaking are attached together with an appended up-to-date s106 Heads of Terms table detailing matters of agreement and disagreement.</p> <p>The ExA will note that LCC has responded to all contact from the Applicant in a timely manner. The ExA will note the lack of contact from the Applicant team on s106 matters between September 2023 and January 2024. Whilst LCC have received various revisions to a draft s106 Agreement and draft Unilateral Undertaking as documented above, the Applicant has not requested to meet to discuss matters of disagreement.</p> <p>As set out in the table below, LCC is not the discharging authority for the Requirements within the DCO and so LCC therefore has little control to ensure that commitments, especially those that are embedded within Strategies and Plans, are fulfilled. Without these commitments being fulfilled, the development will have an unmitigated impact on the Local Road Network, significantly impacting the residents of Leicestershire, and placing a burden from private development on limited County Council resources.</p> <p>On the basis that the Applicant states that they are committed to making contributions as set out within various Strategies and Plans, LCC remains at a complete loss as to why the Applicant is reluctant to commit to these within a s106 agreement or latterly the Unilateral Undertaking and is yet to be provided with a reasoned evidenced based explanation as to why this is the case. Indeed, previous drafts of s106 Heads of Terms submitted by the Applicant (APP-351) did include for measures referenced in Strategies i.e., bus service provision.</p> <p>The obligations which the Applicant states should not be dealt with in the Unilateral Undertaking but should instead be requirements, i.e. construction routeing, bus passes and travel packs, are standard LCC obligations which are contained in numerous other section 106 agreements/unilateral</p>
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	<p>undertakings. Failure to include these obligations in the Unilateral Undertaking will cause real enforcement issues for LCC.</p> <p>LCC is satisfied as to title save that it is awaiting a copy of the death certificate for Mr David Mace. The Applicant's solicitor has advised that they have requested a copy of Mr Mace's death certificate and will send this over to us once they are in receipt.</p>
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## Hinckley NRFI LCC s106 Heads of Terms

20.02.2024

Obligation	Amount	Trigger point	Comment
<p><b>Employee travel packs</b> – means information approved by the County Council to be supplied to each Employee by the Owner containing bus pass application forms, and details of walking, cycling and public transport, local amenities, shops and details of car sharing schemes operating at the Site and for the avoidance of doubt a travel pack will only be provided to the first Employee and does not relate to subsequent Employees</p>	£500.00	Pre-occupation	<p>LCC have suggested wording for inclusion within the UU. This has not been accepted by the Applicant. The Applicant wishes to include reference to some packs within the Sustainable Transport Strategy and some within the UU. This position is not accepted. LCC consider that the travel pack commitments should be within the UU in their entirety for clarity. It is standard LCC practice to deal with travel packs as a section 106 obligation. It also makes enforcement much more straightforward in this case given that LCC are not a</p>

			<p>discharging or enforcing Authority in respect of the DCO Requirements. To have some of the travel pack obligations dealt with as a requirement and some dealt with in the UU would make enforcement difficult.</p>
<p><b>Employee bus passes</b> - one adult pass per Employee entitling the holder of each Bus Pass to travel free of charge on local bus services over a period of six (6) months commencing from when the Employee commences their job as the case may be and for the avoidance of doubt a Bus Pass will only be provided to the first Employee and does not relate to subsequent Employees</p>	<p>Up to £510/pass dependent on operator.</p> <p>This commitment is not explicit in the Sustainable Transport Strategy and Plan. This needs to be amended if LCC are to accept the position of the Applicant that it is covered by Requirement 9.</p>	<p>On-occupation</p>	<p>LCC have suggested wording for inclusion within the UU on the basis there is reference in the Sustainable Transport Strategy. This has not been accepted by the Applicant. It is standard LCC practice to deal with bus passes as a section 106 obligation. It also makes enforcement much more straightforward in this case given that LCC are not a discharging or enforcing Authority in respect of the DCO Requirements. LCC does not disagree with</p>

			<p>the Applicant that where the same objective can be met using a condition or a planning obligation, planning conditions (requirements in this case) should be used rather than seeking to deal with the matter by planning obligation. However, in this case, LCC does not think that this is applicable – enforcement would be much more difficult for LCC were the obligation to be a requirement and so dealing with this obligation by way of a requirement would not work.</p>
<b>Site Wide Travel Plan monitoring fee</b>	£11,337.50	Pre-occupation	Agreed.
<b>Occupier Travel Plan monitoring fee</b>	£6,000 per employment unit	Pre-occupation	Agreed.
<b>Travel Plan Co-ordinator</b>	Provision of a Travel Plan Co-ordinator in perpetuity	Pre-occupation	Agreed.
<b>Traffic</b>	£8,756 in respect	Within 10 days	Agreed.

<b>Regulation Orders</b>	<p>of traffic restrictions (on a maximum of 3 roads), payable per TRO</p> <p>£9,392 in respect of speed limit changes, payable per TRO</p>	<p>following technical approval of the highway works</p>	
<b>Public Transport</b>	<p>Provision of bus services serving the site – defining routes, hours/days of operation and frequency</p> <p>This commitment is not explicit in the Sustainable Transport Strategy and Plan. This needs to be amended if LCC are to accept the position of the Applicant that it is covered by Requirement 9.</p>	<p>Pre-occupation</p>	<p>Applicant to confirm changes to Sustainable Transport Strategy and Plan and submit revised document at deadline 7 or agree s106 obligation detailing service provision</p>
<b>Construction traffic routeing</b>	<p>This commitment is not explicit in the Construction Traffic Management Plan. This needs to be amended if LCC are to accept the position of the Applicant that it is covered by Requirement 23.</p> <p>Alternatively, LCC standard wording to be included in Agreement.</p>		<p>Subject to inclusion of LCC standard wording (as provided) and acceptance of this wording by the Applicant. The Applicant considers that this is addressed by Requirement 23. LCC do not accept this position (LCC are not the discharging or enforcement Authority) and cannot understand the</p>

			Applicant's reluctance to include within the UU if there is indeed a commitment.
<b>The HGV Route Management Plan &amp; Strategy</b>	£200,000  The HGV Route Management Plan & Strategy includes for a £200,000 contribution should the Strategy not be effective. LCC await details as to what this would contribute to in order for the figure to be verified	Following the submission of the first monitoring report to LCC	Principal agreed subject to wording and provision by the Applicant team of details of remedial measures and associated verification of costs and obligation to be provided in a revised HGV Route Management Plan & Strategy at Deadline 7
<b>ANPR Monitoring contribution</b>	£X to be confirmed pending the Applicant confirming role of LCC in enforcement and monitoring in a revised HGV Route Management Plan & Strategy to be submitted at Deadline 7	To be discussed following receipt of revised Strategy	Applicant to confirm changes to HGV Route Management Plan & Strategy and submit revised document at deadline 7
<b>Archaeology fee</b>	£7,312.50	Prior to carrying out archaeology works	Agreed.
<b>S106 Monitoring fee</b>	£300.00 or 0.5% whichever is greater	Pre-occupation	Agreed.
<b>Gibbet roundabout</b>	£X contribution payable to WCC on behalf of NH and LCC to mitigate the impact of the development at this junction	Pre-commencement	Applicant to provide details of a scheme to mitigate impact of development for costing and calculation of a contribution in

			lieu of works. LCC will not agree to accept an undefined amount of monies for an unknown purpose
<b>Desford Crossroads</b>	£1,516,344.42 to mitigate the impact of the development at Desford Crossroads as defined in the submitted Transport Assessment	Pre-occupation	Applicant does not agree with request
<b>Work and Skills Plan monitoring</b>	£1440 per meeting to facilitate LCC obligations as defined in the Work and Skills Plan	30 days from date of invoice	Principal agreed subject to inclusion of LCC standard wording (as provided) and acceptance of this wording by the Applicant
<b>MOVA validation</b>	£5000.00 per junction (total £20,000.00): Spa Lane/Leicester Road, Hinckley A47 Clickers Way/Station Road, Elmesthorpe Park Road/London Road, Hinckley London Road/Brookside, Hinckley	50% Following occupation of the first unit 50% at 75% occupation	Applicant does not agree with request
<b>PRoW</b>	Obligation to carry out improvements to PRoW relied upon for access to the site on the basis that this commitment is not explicit in the Public Rights of Way Strategy  If the Applicant is		Applicant does not agree with request

	relying on Requirement 25 then the Strategy requires amendment to include clear identification of commitments at Deadline 5 or accept an obligation (not financial contribution) to improve PRow to be defined in the Agreement		
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