

Tritax Symmetry (Hinckley) Limited

HINCKLEY NATIONAL RAIL FREIGHT INTERCHANGE

The Hinckley National Rail Freight Interchange Development Consent Order

Project reference TR050007

Applicant's response to Deadline 7 Submissions [part 3 - LCC]

Document reference: 18.21

Revision: 01

8 March 2024

Planning Act 2008

The Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations
2009 Regulation 5(2)(q)

Comments on Applicant's Deadline 7 Submission

Examination library reference	Document Name	Leicestershire County Council comments	Applicant's Response
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.	Noted. The Applicant assumes that LCC are now content that the 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.	A revised STS was submitted at Deadline 7 (document reference: 6.2.8.1E, REP7-028) which incorporates further amendments suggested by all Authorities. The Applicant has responded to the submissions made by LCC at all previous deadlines, outlining the approach that has been taken in respect to the points that have been made.
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.	<p>The construction methodology of constructing a ramped footbridge is not significantly different to the sequence and methodology of constructing a typical Network Rail stepped bridge. The difference will involve the delivery of more modular sections of the bridge, but it will not impact on buildability or access etc but will take an extra overnight rail possession to complete the erection adjacent to the railway due to the extra pieces required.</p> <p>The method statement for this bridge, contained within the CEMP (document reference: 17.1B, REP6-012), is a high level indicative statement to demonstrate the approach to be taken in construction. Whilst the method statement extract does show a stepped bridge this does not alter the buildability as the additional ramps will form part of the bridge structure. The CEMP is an outline document setting out the broad principles, and detailed method statements for all elements will be prepared in accordance with the outline CEMP at the appropriate time.</p>
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</p>	<p>Noted. The HGV Route Management Strategy notes the following (document reference: 17.4E, REP7-055).</p> <p>Noted. Meetings and HNRFI HGV Review Reports to be in place for the duration of the HGV Strategy Steering Group, comprising 10 years from the date of the first meeting, to be held within the first year of occupancy.</p> <p>The Applicant will manage a fund of £200,000 to pay for additional measures that the HGV Strategy Steering Group considers necessary. This fund would be topped up on an</p>

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		<p>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 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. 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 & 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>	<p>annual basis with any occupier fines collected for breaching the HGV Route Management Plan and Strategy.</p> <p>The Applicant will place £200,000 in a holding account. In the event of the HGV Strategy Steering Group agrees that additional measures are necessary, the Applicant will enter into a s278 agreement with the relevant highway authority and draw down funds from the holding account to cover the cost of the additional measures. Measures can be carried out on any of the prohibited routes and may include things like strategic signage or TRO's etc as set out in paragraph 6.29 of the HGV Route Strategy and Management Plan (document reference: 17.4E, REP7-055). Table 3 in the strategy is not an exhaustive list, it is a list of options, particular emphasis was put on Sapcote due to the proximity of the village to M69 Junction 2 and the concerns raised during examination. Measures set out in Table 3 are all considered to be deliverable within the village of Sapcote, with commentary given in the table expanding further on what form these might take. The gateway features mentioned were indeed raised in the interim RSA 1 but were not considered fundamentally unsafe (with questions raised about provision of lighting, whether their location may be adjusted etc.) and were not removed from the scheme on safety grounds. The reason that the gateway feature in Sapcote was removed from the scheme was further to consultation with LCC in a design workshop about the merits of inclusion of gateway features in the scheme (minutes of the meeting state that LCC noted that there is no evidenced speeding problem in the location concerned). The removal of the gateway feature in Sapcote from the scheme on these grounds and not on safety grounds does not in any way preclude their use in future should the HGV Strategy Steering Group consider them appropriate. The latest submission of the HGV Route Management Strategy clarifies that the fund for additional discouragement measures will not be limited to Sapcote alone and will apply to the other impacted villages.</p> <p>On the location of ANPR camera 1, the Applicant has shown the visibility splay from the junction in question to demonstrate that the camera pole (which is very likely to be less than 550mm in diameter and which would therefore represent a 'momentary obstruction', similar to a lighting column) is not within either the 2.4m or 4.5m set back visibility splay. The Applicant can also confirm that the ANPR camera on The Common does not conflict with the proposed cycling enhancement in this area. It should also be noted that the</p>

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			<p>locations of the cameras are approximate and are to be agreed in detail with the relevant Local Highway Authorities prior to installation where any concerns such as this can be discussed in full.</p> <p>The ANPR and Vehicle Classification System uses two cameras in a single housing unit mounted on a typical traffic signage post. The two cameras record the registration plate of passing vehicles and take an image of the whole vehicle.</p> <p>An ANPR system will be used at the Site Access and within the Site as part of the monitoring HGV Route Management Strategy.</p> <p>The ANPR cameras will need to be situated in public highway and the details of their implementation (precise location, power supply, signage etc) will be subject to approval by Leicestershire and Warwickshire County Councils and consultation with relevant Parish Councils through details to be submitted to the LPA for Requirement 18.</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 15th 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>	<p>The design of any connection to this roundabout would be controlled by the Protective Provisions for the protection of LCC (relating to detailed design approval) and Requirement 4. Modelling of this access has utilised the same geometric parameters as the connection to roundabout 2. It is not correct to state that in the event of the internal estate road connecting to roundabout 1 that roundabout 2 would become unnecessary as this is shown in the design as a four-arm roundabout and would become a three-arm roundabout. The Parameters Plan (document reference: 2.12A, REP4-016) shows a dashed red line with an item within the legend setting out the potential deviation of the internal estate road. This accords with the limits of deviation shown on the Works Plan (document reference: 2.2D, REP4-003) for Work No. 4.</p>
	Final Statement of Common Ground	As set out in our Deadline 5 response (REP5-075), the Applicant submitted a Statement of 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	The Applicant has endeavoured to account for all suggested amendments and discussions with the Authorities between the deadlines. This has meant that the SoCG needed to be completed following further discussions and issuing of technical information. With the spacing of a week between deadlines, this placed considerable pressure on the delivery of

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		<p>updated this SoCG to reflect the Applicant's Deadline 5 submission and sent this revised document to the Applicant on 21st February 2024 for their consideration. Despite chasing on three separate occasions by email on 26th February, and a meeting on the morning of 27th 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 26th 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>	<p>the document. As has been indicative of the whole process, the Authorities have continued to ask for further analysis and data in order to delay decision making on their behalf. At each stage, further analysis and data has confirmed that the submitted schemes are appropriate and reasonable.</p> <p>Omitted from the representation here is the fact that the Applicant arranged a meeting with LCC on the 27 February 2024 to walk through the SoCG and to discuss/agree/disagree points and update the document on a live version. This was submitted at the Deadline (deadline 7) (document reference: 19.3C, REP-070) later that day.</p> <p>As LCC is aware, the Applicant was required to submit the final dDCO for Parliamentary validation in order to comply with the Examination timetable.</p> <p>The Applicant has agreed to a further requested change from BDC in respect of requirement 28 and this is noted in the DCO section of the Applicant's Final Summations and Signposting document (Document 23.1). The Applicant has not received any further request from LCC.</p>

LCC response to information requested by the ExA – Detailed comments on the draft Planning Obligation

ExA question	Leicestershire County Council Comments	Applicant's Response
<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 22nd 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"> • 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); • employee bus passes (one 6-month bus pass per employee – approx. £360-£510/pass depending on the bus operator); • travel plan monitoring fee (indicative cost £11,337.50); provision of a travel plan co-ordinator/s; • 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 • Traffic Regulation Order's – restrictions (maximum 3 roads) £8,756 per Order, speed limit changes £9,392 per Order • Construction traffic routeing – on the basis that construction traffic routeing does not currently appear in the CEMP requirement • Permanent HGV routeing – defining ANPR monitoring, enforcement, and reporting <p>Unfortunately, the Applicant did not respond to the above until 3rd 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 Applicant to LCC during the course of ISH6 on 24th January 2024. LCC responded to the Applicant on 31st 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</p>	<p>The Applicant has responded to LCC's points in respect of the requested s106 obligations at Deadlines 5 (in the document titled Applicant's Response to EXA's Further Written Questions [Appendix A - S106 Table]) [document reference 18.16.1, REP5-037], 6 (in the document titled 'Applicant's response to Deadline 5 Submissions [Part 3 – LCC]') [document reference 18.19, REP6-020] and 7 (in the document titled 'Applicant's response to Deadline 7 Submissions [Part 3 – LCC]') (document reference 18.20, REP7-063) and the Applicant's S106 Update in response to the Rule 17 Letter at Deadline 7 (document reference: 9.3 REP7-050) and does not repeat those submissions here.</p> <p>LCC is well aware of the reason that WCC and LCiC have never been party to the s106 obligations (note that they were not 'removed' as suggested by LCC). It has always been the Applicant's position as explained in ISH1 that WCC and LCiC cannot be party to a s106 planning obligation as enforcing authorities since there is no land within their administrative boundaries for the Applicant to bind under section 106 TCPA 190. LCC have since accepted this position</p>

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	<p>discussions at ISH6 (noting that the Agreement was circulated during the course of the hearing).</p> <p>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 31st 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.</p> <p>The Applicant submitted a draft Unilateral Undertaking to LCC on 1st February 2024. LCC subsequently revised the detailed table of requests and sent a revised table to the Applicant on 5th 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.</p> <p>LCC requested a costs undertaking from the Applicant's legal team confirming that LCC's legal costs will be met. This was received on 7th February 2024 and LCC subsequently requested a revised Unilateral Undertaking to take account of the further points put forward by the Applicant on 6th February 2024.</p> <p>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 19th February 2024. LCC comments on the draft were provided to the Applicant on the same day. LCC also appended an updated table of 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 22nd February 2024. LCC was advised that this version was going to be submitted by the Applicant at Deadline 7. Negotiations have</p>	<p>and the Applicant does not consider it helpful for LCC to continue to repeat their "concern" in this regard. The obligation relating to Gibbet Hill is sufficiently secured by the Applicant's commitment to LCC not to commence until evidence of payment to WCC has been provided to LCC. This is enforceable by LCC.</p> <p>Each of the Authorities has been asked whether it would be prepared to hold the financial contribution to future works at Gibbet Hill. All 3 authorities declined.</p> <p>The original intention was for LCC to hold the financial contribution for the provision of enhanced bus services. The STS (document reference: 6.2.8.1E, REP7-028) has since been reinstructed and delivers a level of service. The LAs are well aware of this provision.</p> <p>As above, this point has been responded to on several occasions.</p> <p>Clearly a bi-lateral s106 agreement was not possible because the Applicant does not accept some of LCC's requests, for example:</p> <ul style="list-style-type: none"> • The £1,516,344.42 contribution for works at Desford Crossroads where the Applicant's assessment is clear that mitigation is not required as a result of the HNRFI traffic impact. Desford Crossroads was not raised by LCC until January with no detail of how the sum had been reached. It is understood that LCC have been collecting monies for Desford Crossroads and recently a scheme on an allocated site in Blaby District was refused at planning committee. That scheme was due to make a contribution of circa £400,000 to Desford Crossroads to mitigate its impacts. It is not the role of the Applicant to address funding gaps for highway improvement schemes which the HNRFI proposals do not impact. LCC has never provided details or justification of its request. • The County's continued insistence that commitments which are clearly secured through DCO requirements to comply with various management plans, in line with planning practice guidance, should be duplicated as a s106 planning obligation which is not necessary or justified. <p>LCC's purported "willingness" to enter in to a bi-lateral agreement is disingenuous, since it would only do so if the Applicant agreed to its unjustified requests for planning obligations. The Applicant had no</p>

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	<p>not progressed and unfortunately, LCC cannot agree to the revised Unilateral Undertaking. 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 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>	<p>choice but to alter the County obligations into a unilateral undertaking. It should be noted that this disadvantages the Applicant, since it is not able to require commitments by LCC in the usual way, to use funds for their intended purpose, to return unspent or uncommitted funds etc.</p> <p>The Applicant has responded on the title position several times, and would note that LCC could have engaged on title queries since the Application submission (March 2023).</p> <p>The Applicant understands that LCC "cannot agree" to the revised Unilateral Undertaking simply because it does not contain LCC's requested obligations to which the Applicant does not agree, as outlined above and in the Applicant's previous responses at Deadlines 5, 6 and 7, not because it considers the Unilateral Undertaking to be legally unsound or deficient.</p> <p>The Applicant disputes this. Regular meetings have been held with the local authorities including LCC where various matters have been discussed, including planning obligations. The Applicant is disappointed to have to defend its continued attempts at working collaboratively with LCC which is not helpful to the ExA.</p> <p>The Applicant and the Local Authorities have held regular 'Local Authority Working Group' meetings which have taken place on a 3 weekly and lately a weekly cycle. S106 has been a regular item for discussion on the Agenda. The Applicant has explained the reasons</p>

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		<p>why WCC and LCiC do not have the focus for entering a planning obligation.</p> <p>As LCC is aware, from a meeting with the Applicant where they explained that the various highway related requirements were going to be amended in the Deadline 7 dDCO so that those requirements were to be discharged by the "relevant planning authority following consultation with the relevant highway authority", the Applicant is clear that LCC will be involved in the commitments and further the Applicant has committed through the s106 to pay for LCC's involvement in the HGV Route Management Plan and Strategy meetings. LCC's continued suggestion that the development places a burden on the public purse and LCC resources is not accurate or helpful. It is LCC's responsibility as highway authority on all developments to undertake this role.</p> <p>See above in respect of the duplication of matters which are appropriately secured through DCO requirement in line with paragraph 4.9 of the NPS-NN: "Guidance on the use of planning conditions or any successor to it, should be taken into account where requirements are proposed."</p> <p>Guidance on the use of planning conditions is clear at paragraph 011 (Applicant's underlining): "What approach should be taken where the same objective can be met using either a condition or a planning obligation?"</p> <p>It may be possible to overcome a planning objection to a development proposal equally well by imposing a condition on the planning permission or by entering into a planning obligation under section 106 of the Town and Country Planning Act 1990. In such cases the local planning authority should use a condition rather than seeking to deal with the matter by means of a planning obligation."</p> <p>Finally, paragraph 55 of the NPPF is clear that: Planning obligations should only be used where it is not possible to address unacceptable impacts through a planning condition.</p>

20.02.2024

Obligation	Amount	Trigger Point	Comment	Applicant's Comment
<p>Employee travel packs – 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	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 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.	See the Applicant's response in the document titled 'Applicant's response to Deadline 5 Submissions [Part 3 – LCC]' submitted at Deadline 6 [document reference 18.19, REP6-020] and in the document titled 'Applicant's response to Deadline 6 Submissions [Part 3 – LCC]' submitted at Deadline 7 (document reference: 18.20, REP7-063). The Applicant's position remains as set out at Deadline 6 and Deadline 7.
<p>Employee bus passes – 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>	Up to £510/pass dependent on operator. 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.	On-occupation	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 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.	LCC will not be issuing the bus passes therefore it is entirely unnecessary for the Applicant to pay a contribution to LCC for them. The Applicant will be arranging bus passes directly with the bus service provider, since LCC has refused to entertain the proposed obligation dealing with the bus services. The bus passes will be associated with the increased services the Applicant is arranging with the service provider.
Site Wide Travel Plan monitoring fee	£11,337.50	Pre-occupation	Agreed.	Noted.

Obligation	Amount	Trigger Point	Comment	Applicant's Comment
Occupier Travel Plan monitoring fee	£6,000 per employment unit	Pre-occupation	Agreed.	Noted.
Travel Plan Coordinator	Provision of a Travel Plan Coordinator in perpetuity	Pre-occupation Agreed.	Agreed.	Noted.
Traffic Regulation Orders	£8,756 in respect of traffic restrictions (on a maximum of 3 roads), payable per TRO £9,392 in respect of speed limit changes, payable per TRO	Within 10 days	Agreed.	Noted.
Public Transport	Provision of bus services serving the site – defining routes, hours/days of operation and frequency 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.	Pre-occupation	Applicant to confirm changes to Sustainable Transport Strategy and Plan and submit revised document at deadline 7 or agree s106 obligation detailing service provision	See the Applicant's response in the document titled 'Applicant's response to Deadline 5 Submissions [Part 3 – LCC]' submitted at Deadline 6 [document reference 18.19, REP6-020] and in the document titled 'Applicant's response to Deadline 6 Submissions [Part 3 – LCC]' submitted at Deadline 7 (document reference 18.20, REP7-063). The Applicant's position remains as set out at Deadline 6 and Deadline 7.
Construction traffic routeing	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. Alternatively, LCC standard wording to be included in Agreement.		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 Applicant's reluctance to include within the UU if there is indeed a commitment.	See the Applicant's response in the document titled 'Applicant's response to Deadline 5 Submissions [Part 3 – LCC]' submitted at Deadline 6 [document reference 18.19, REP6-020] and in the document titled 'Applicant's response to Deadline 6 Submissions [Part 3 – LCC]' submitted at Deadline 7 (document reference 18.20, REP7-063). The Applicant's position remains as set out at Deadline 6 and Deadline 7.
The HGV Route Management Plan & Strategy	£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	The Applicant has included a list of potential measures that could be provided using the £200,000 fund. These measures are outlined in (document reference: 17.4E, REP7-055), however this list is not exhaustive and seeks to provide an example of potential courses of action. The actual course of action will be determined by the HGV Strategy Steering Group, to which LCC will be a member. A mechanism for a series of review meetings is proposed, but it is not appropriate to define potential mitigation measures at this stage, when the nature and extent of any

Obligation	Amount	Trigger Point	Comment	Applicant's Comment
				breaches of the HGV Route Management Strategy (document reference: 17.4E, REP7-055) is not known.
ANPR Monitoring contribution	£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	See the Applicant's response in the document titled 'Applicant's response to Deadline 5 Submissions [Part 3 – LCC]' submitted at Deadline 6 (document reference 18.19, REP6-020) and in the document titled 'Applicant's response to Deadline 6 Submissions [Part 3 – LCC]' submitted at Deadline 7 (document reference 18.20, REP7-063). The Applicant's position remains as set out at Deadline 6 and Deadline 7.
Archaeology fee	£7,312.50	Prior to carrying out archaeology works	Agreed.	Noted.
S106 Monitoring fee	£300.00 or 0.5% whichever is greater	Pre-occupation	Agreed.	Noted.
Gibbet roundabout	£X contribution payable to WCC on behalf of NH and LCC to mitigate the impact of the development at this junction	Precommencement	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	See the Applicant's S106 Update in response to the Rule 17 Letter at Deadline 7 [document reference 9.3] and the Applicant's response in the document titled 'Applicant's response to Deadline 6 Submissions [Part 3 – LCC]' submitted at Deadline 7 (document reference 18.20, REP7-063).
Desford Crossroads	£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	See the Applicant's response in the document titled 'Applicant's response to Deadline 5 Submissions [Part 3 – LCC]' submitted at Deadline 6 [document reference 18.19, REP6-020] and in the document titled 'Applicant's response to Deadline 6 Submissions [Part 3 – LCC]' submitted at Deadline 7 [document reference 18.20]. The Applicant's position remains as set out at Deadline 6 and Deadline 7.
Work and Skills Plan monitoring	£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	See the Applicant's response in the document titled 'Applicant's response to Deadline 5 Submissions [Part 3 – LCC]' submitted at Deadline 6 [document reference 18.19, REP6-020] and in the document titled 'Applicant's response to Deadline 6 Submissions [Part 3 – LCC]' submitted at Deadline 7 [document reference 18.20]. The Applicant's position remains as set out at Deadline 6 and Deadline 7 (document reference: 18.20, REP7-063).

Obligation	Amount	Trigger Point	Comment	Applicant's Comment
MOVA validation	£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	See the Applicant's response in the document titled 'Applicant's response to Deadline 5 Submissions [Part 3 – LCC]' submitted at Deadline 6 [document reference 18.19, REP6-020] and in the document titled 'Applicant's response to Deadline 6 Submissions [Part 3 – LCC]' submitted at Deadline 7 [document reference 18.20]. The Applicant's position remains as set out at Deadline 6 and Deadline 7
PRoW	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 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		Applicant does not agree with request	See the Applicant's response in the document titled 'Applicant's response to Deadline 5 Submissions [Part 3 – LCC]' submitted at Deadline 6 [document reference 18.19, REP6-020] and in the document titled 'Applicant's response to Deadline 6 Submissions [Part 3 – LCC]' submitted at Deadline 7 [document reference 18.20]. The Applicant's position remains as set out at Deadline 6 and Deadline 7 (document reference: 18.20, REP7-063)