

**From:** [Simon Tucker](#)  
**To:** [Suraj Dave](#); [Adrian Whiteman](#)  
**Cc:** [Liam Ward](#); [Gary Tucker - TW Strategic Land](#); [Nichola Willder - TW Strategic Land](#)  
**Subject:** 20060: Syston P/21/2639/2  
**Attachments:** [image001.jpg](#)  
[20060-08-2.pdf](#)  
[20060-08.pdf](#)

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Dear Adrian and Suraj,

Thank you (and Liam) for your time on Thursday. It was helpful to have agreed that the site access arrangements are acceptable and can be secured by planning permission. I attach a final version of our response note which reflects those discussed.

You will see that in respect of the traffic modelling, I have included an additional section in my response note which considers a further sensitivity test that includes our site and Jelsons and then adds growth to the end of the Local Plan Period (2037) as we agreed. This, as might be expected, shows that the three junctions approaching capacity in the TA assessment are worsened by further growth. I have expanded my view on the impacts of this development in that context in the note and as you will see, conclude that there remain no severe impact or changes as a result of the development. I have provided the model files for those in a separate zip file.

That said and without prejudice I have prepared two potential mitigation schemes for the junction of Fosse Way / High Street and Goodes Lane / Melton Road.

At Goodes Lane / Melton Road, the capacity constraint that is emerging is the fact that right turning traffic into Goodes Lane blocks northbound traffic on Melton Road. The attached scheme therefore suggests removing 2 or 3 parking spaces on the northern side of Melton Road thus removing that constraint. This will need a change to the TRO and some white lining so presumably would be best secured by S106 contribution. I would expect a contribution in the order of £10,000 would cover that.

At Fosse Way / High Street, the site was previously asked to contribute £2,000 towards changes to the signal timing. However the highway boundary here is generous on the north and eastern sides and there is scope to provide more capacity by widening the approaches in a modest way to provide more space for right turning vehicle and to tighten up the stop lines to reduce intergreen times. Clearly the detail of that would need refinement through S278 and indeed consideration of wider development impacts when they are known.

As agreed in the meeting, physical improvements at the High Street / Melton Road junction are likely to increase capacity and attract more traffic through the junction in the longer term. A potential mitigation scheme has accordingly not been prepared.

As mentioned in the meeting we have prepared a draft highway obligation which covers the above and provides a potential mechanism to deal with other sites coming forward that allows LCC to either take a contribution or require us to complete the works via S278 agreement. I trust this provides all parties with the necessary flexibility but also importantly caps Taylor Wimpey's liability on a fair and reasonable basis.

In relation to Public Transport, we agreed it would be appropriate and reasonable to have a capped commitment to improving services. We are willing in principle to support improvements

to the 100 and / or to contribute towards other wider improvements to bus services that might come forward from other development consents. In order to establish an appropriate level from this development we have spoken to Centre Bus who have indicated a cost of £71,000 pa would allow them to improve the Service 100 to a 30 minute frequency between the hours of 0700-0900 and 1600-1900. We can therefore undertake to provide an equivalent funding of 5 years which would give an overall contribution of 6 years. This is on the basis that we would commence a contribution on occupation of the 50<sup>th</sup> house. In the attached note we have rounded the annual contribution to £75,000.

I trust this provides a reasonable and appropriate basis against which to resolve the outstanding highway matters and look forward to meeting next week to discuss. Obviously if anything immediately arises before the meeting and you need any further detailed from me please do let me know.

Simon

Kind regards

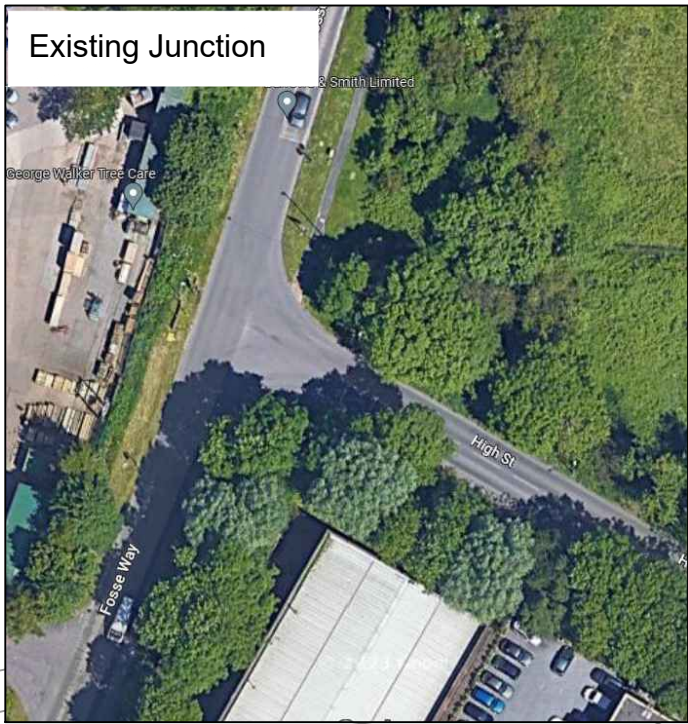
Simon Tucker



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Forester House, Doctors Lane, Henley in Arden, Warwickshire B95 5AW  
Tel: +44(0)1564 793598  
<http://www.dtatransportation.co.uk>

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Fosse Way  
ROMAN ROAD

FOSSE WAY

Giveway moved forward

Widened radii

Widened carriageway to allow for a right turn lane

Highway boundary extents

Giveway moved forward

Industrial Estate

Without Prejudice

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Transport Planning Consultants

Forester House, Doctors Lane, Henley in Arden, Warwickshire B95 5AW  
Tel: +44(0)1564 793598  
Fax: +44(0)1564 793983  
www.dtatransportation.co.uk

JOB TITLE		System		CLIENT		Taylor Wimpey	
DRAWING TITLE							
Fosse Way – High Street Junction Potential Improvements							
SCALE	DRAWN BY	DATE	DRAWING No	REVISION			
1/500@A3	BP	16-03-23	20060-08-2				



Existing Junction



Proposed Junction

Without Prejudice

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REV	DESCRIPTION	DRAWN	INITIALS	DATE

**DTA**  
 Transport Planning Consultants

Forester House, Doctors Lane,  
 Henley in Arden,  
 Warwickshire B95 5AW  
 Tel: +44(0)1564 793598  
 Fax: +44(0)1564 793983  
 www.dtatransportation.co.uk

JOB TITLE		CLIENT	
System		Taylor Wimpey	
DRAWING TITLE			
Godes Lane – Melton Road Potential Improvements			
SCALE	DRAWN BY	DATE	DRAWING No
1/250@A3	BP	16-03-23	20060-08
REVISION			

## Land North of Barkby Road, Syston (ref P/21/2639/2)

### Draft Highways Obligations (for discussion) – Subject to Contract and Without Prejudice

#### Definitions (non-alphabetical order)

<b>Notice of Intention to Commence</b>	Means a notice in writing advising the County Council of the date of the Owner's intention to Commence the Development
<b>HA1 Allocation</b>	Means the land to the south east of Syston identified in the [emerging] Charnwood Local Plan as site HA1 shown indicatively on Plan [ ]
<b>HA2 Allocation</b>	Means the land to the west of Queniborough Road, Syston identified in the [emerging] Charnwood Local Plan as site HA2 Shown indicatively on Plan [ ]
<b>HA2 Development</b>	Means the development of the HA2 Allocation pursuant to planning application ref P/22/0354/2 or any subsequent planning permission
<b>HA2 Development Notice of Intention to Commence</b>	Means a notice in writing served on the County Council by the Owners and/or developer of the HA2 Development providing the County Council with [3] months' notice of their intention to Implement the HA2 Development
<b>Joint Developments</b>	Means the Development and the HA2 Development together.
<b>Joint Developments Notice</b>	Means a notice served on the Owners by the County Council confirming that they have received the HA2 Development Notice of Intention to Commence and confirming:  i) whether the Joint Highway Works Contribution is required to be paid to the County Council, OR ii) whether the Joint Highway Works are required to be delivered by the Joint Developments, and which elements of the Joint Highway Works are to be delivered by the Owners are to be delivered by the Owners; iii) The amount of the HA2 Public Transport Contribution.
<b>Joint Highway Works</b>	Means the off-site highway improvements required to mitigate the cumulative impact of the Joint Developments comprising the Melton Road / Goodes Lane Junction Improvements and the High Street / Fosse Way Junction Improvements.
<b>Melton Road / Goodes Lane Junction Improvements</b>	Means the improvements to the Melton Road / Goodes Lane junction shown indicatively on drawing no 20060-08
<b>High Street / Fosse Way Junction Improvements</b>	Means the improvements to the High Street / Fosse Way junction shown indicatively on drawing no 20060-09
<b>Joint Highway Works Contribution</b>	Means the sum of up to [£250,000] which may be payable to the County Council towards the cost of the County Council delivering the Joint Highway Works or other improvements to the local highway network to mitigate the cumulative impact of the Joint Developments

<b>Actual Cost</b>	Means the actual costs incurred by the Owner in providing an element or elements of the Joint Highway Works.
<b>Joint Highway Works Contribution Balance</b>	Means the balance (if any) of the Joint Highway Works Contribution less the Actual Cost.
<b>TRO Contribution</b>	Means the sum of [£10,000] that may be payable to the County Council towards the cost of securing a Traffic Regulation Order to remove existing on street parking in the vicinity of the Melton Road / Goodes Land junction.
<b>Public Transport Contribution</b>	Means the sum of [£450,000] payable to the County Council towards the Bus Service Enhancement
<b>HA2 Development Public Transport Contribution</b>	Means any sum payable by the HA2 Development towards the Bus Service Enhancement
<b>Adjusted Public Transport Contribution</b>	Means the sum calculated by the below formula payable to the County Council towards the Bus Service Enhancement $A = B - (C + D)$ Where: A = Adjusted Public Transport Contribution B = Public Transport Contribution C = HA2 Development Public Transport Contribution D = the sum of any instalments of the Public Transport Contribution made before the Joint Development Notice has been received.
<b>Enhanced Bus Service</b>	Means the enhancement of the existing bus service 100 to 30 mins between 0700-0900 and 1600-1900, or such other bus service(s) that may be provided in the future to serve the Joint Developments and the HA1 Allocation.
<b>Barkby Road Access</b>	Means the site access junction shown indicatively on drawing no 20060-02 Rev F
<b>Barkby Road Roundabout</b>	Means a roundabout that may be constructed to replace the Barkby Road Access as part of development of the HA1 Allocation
<b>Barkby Road Roundabout Notice</b>	Means a notice served by the County Council on the Owners confirming that the Barkby Road Roundabout Deed of Dedication is required.
<b>Barkby Road Roundabout Deed of Dedication</b>	Means a Deed that may be entered into between the Owners and the County Council to dedicate the land shown coloured [ ] on Plan [ ] (or such other area as may be agreed between the Owners and the County Council) to the County Council as highway to enable the future construction of the Barkby Road Roundabout. <b>NB</b> Adoption of the dedicated land to occur following completion of the Barkby Road Access.

## Obligations

### General

1. The Owners covenant to serve the Notice of Intention to Commence on the County Council no later than 3 calendar months prior to the date of Commencement of Development.

### Joint Highway Works

2. Subject to the County Council serving the Joint Developments Notice, the Owners covenant with the County Council to:

2.1 In the event that the Joint Developments Notice confirms that the County Council require payment of the Joint Highway Works Contribution, to:

2.1.1 Pay [50%] of the Joint Highway Works Contribution within [3] months of receipt of the Joint Developments Notice; and

2.1.2 Pay [50%] of the Joint Highway Works Contribution on the first anniversary of the payment made pursuant paragraph 2.1.1 above.

2.2 In the event that the Joint Developments Notice confirms that the County Council require elements of the Joint Highway Works to be delivered by the Owners, to:

2.2.1 In the event that the Joint Developments Notice confirms that the Melton Road / Goodes Lane Junction Improvements are to be delivered by the Owners, to

2.2.1.1 Pay the TRO Contribution to the County Council within [1] month of receipt of the Joint Developments Notice.

2.2.1.2 Subject to approval of the TRO, to use reasonable endeavours to enter into a S278 Agreement for the Melton Road / Goodes Lane Junction Improvements within [6] months of approval of the TRO.

2.2.1.3 Use reasonable endeavours to implement to Melton Road / Goodes Lane Junction Improvements within [6] months of entering into a S278 Agreement.

2.2.2 In the event that the Joint Developments Notice confirms that the High Street / Fosse Way Junction Improvements are to be delivered by the Owners, to

2.2.2.1 Use reasonable endeavours to enter into a S278 Agreement for the High Street / Fosse Way Junction Improvements within [6] months of receipt of the Joint Developments Notice.

2.2.2.2 Use reasonable endeavours to implement the High Street / Fosse Way Junction Improvements within [12] months of entering into a S278 Agreement.

2.2.3 Pay the Joint Highway Works Contribution Balance to the County Council prior to Occupation of 75% of the Dwellings or within [1] month of completion of the last of the Joint Highway Works to be implemented by the Owners.

2.3 Provided always that the maximum liability to the Owners shall not exceed the sum of [£250,000].

### Public Transport

3. Subject to the County Council serving the Joint Developments Notice prior to Occupation of the 25<sup>th</sup> Dwelling, the Owners covenant with the County Council to:
  - 3.1 pay the Adjusted Public Transport Contribution in the following instalments;
    - 3.1.1 16.67% prior to Occupation of the 50<sup>th</sup> Dwelling;
    - 3.1.2 16.67% prior to the first anniversary of the payment made pursuant to paragraph 3.1.1 above;
    - 3.1.3 16.67% prior to the second anniversary of the payment made pursuant to paragraph 3.1.1 above;
    - 3.1.4 16.67% prior to the third anniversary of the payment made pursuant to paragraph 3.1.1 above; and
    - 3.1.5 16.67% prior to the fourth anniversary of the payment made pursuant to paragraph 3.1.1 above; and
    - 3.1.6 16.65% prior to the fifth anniversary of the payment made pursuant to paragraph 3.1 above.
4. In the event that the County Council serve a Joint Developments Notice after Occupation of the 25<sup>th</sup> Dwelling, the Owners covenant with the County Council to:
  - 4.1 pay the Adjusted Public Transport Contribution in the following instalments;
    - 4.1.1 £75,000 prior to Occupation of the 50<sup>th</sup> Dwelling;
    - 4.1.2 £75,000 prior to each anniversary (up to and including the fifth anniversary) of the payment made pursuant to paragraph 4.1.1 above until the Joint Developments Notice has been received.
    - 4.1.3 Pay the balance (if any) of the Adjusted Public Transport Contribution in equal instalments on the anniversaries up to and including the fifth anniversary of the payment made pursuant to paragraph 4.1.1 above.

### Barkby Road Access

5. The County Council may serve the Barkby Road Roundabout Notice within [6] months of the date of the Notice of Intention to Commence
6. The Owners covenant with the County Council to use reasonable endeavours to enter into the Barkby Road Roundabout Deed of Dedication within [6] months of receipt of the Barkby Road Roundabout Notice.