

For: PLANNING AND REGULATION COMMITTEE – 22 FEBRUARY 2016

By: DEPUTY DIRECTOR FOR ENVIRONMENT & ECONOMY (STRATEGY & INFRASTRUCTURE PLANNING)

Development Proposed:

Update report - Request for temporary relaxation of requirements of routeing agreement associated with planning permission for erection of a mobile concrete batching plant with associated infrastructure, concrete hardstanding and portable toilet on land at Dix Pit adjacent to Workshops, Linch Hill, Stanton Harcourt

Division Affected: Eynsham

Contact Officer: David Periam **Tel:** Oxford 815901

Location: Land at Dix Pit adjacent to Workshops, Linch Hill, Stanton Harcourt, Oxford, OX8 1BB

Application No: MW.0053/15 District Ref: 15/01531/CC3REG

District Council Area: West Oxfordshire

Applicant: Hanson Quarry Products Ltd

Date Received: 31 March 2015

Consultation Period: 30 April – 21 May 2015

Background

1. On 27 July 2015 Planning & Regulation Committee granted permission for the erection of a mobile concrete batching plant and associated infrastructure at land within Dix Pit landfill site (item number PN9 to that meeting). Then on 14 September 2015 the Committee agreed an amendment to the conditions controlling the source of aggregate to be imported to the site (item number PN6 to the September meeting).
2. The resolution to grant permission was subject to a routeing agreement to ensure that HGVs travel via the A415 and the A40, rather than using the B4449 eastwards through Sutton village. A routeing agreement was completed on 17 September 2015 and the permission issued on 18 September 2015.
3. The routeing agreement required that Hanson UK used its best endeavours to secure compliance with the routeing agreement requirements. All Hanson UK employees, agents, contractors, suppliers and customers are required to receive instruction with regard to the required route to and from the site. Breaches of the routeing agreement are required to be dealt with by Hanson UK issuing first, second and third “strike” warning letters to offending drivers/contractors culminating in termination of contract after the third strike.
4. At the meeting of the Planning and Regulation Committee on 30 November 2015, it was resolved that a Deed of Variation be entered into to allow up to 10 loaded concrete mixer vehicles per day to travel from the concrete batching batching plant through Sutton between the hours of 9.00 am and 3.00 pm to the Westgate Centre redevelopment in Oxford city centre only until the completion of roadworks on the Cutteslowe and Wolvercote roundabouts. It was also resolved that officers seek a contribution for temporary signing on approaches to the ‘S’ bend at Bell Bridge. This deed of variation has not yet been completed.

Update

5. Complaints were received in late November and early December 2015 from Councillors Mathew and Mills with regard to breaches of the existing routeing agreement. Council officers also observed two apparent breaches themselves. To substantiate these complaints, the alleged breaches were passed to the local management of Hanson UK for investigation. Hanson UK agreed that some but not all of the breaches did relate to vehicles which had visited the concrete batching plant and apologised that not all Hanson UK depots serving the site had been properly instructed.

6. Officers were provided with CCTV camera photographs from a property in Sutton showing a substantial number of Hanson UK and other vehicles passing through Sutton between 17 and 23 November. Council officers carried out their own further site monitoring in early December with one officer being based outside the concrete batching plant to see vehicles enter and leave the site and the second being based to the south of Sutton to see whether the same vehicles passed through Sutton and so breached the routeing agreement and vice versa. Officers recorded four breaches including one cement tank driver who actually stopped and asked a council officer the way to the site. A letter was sent to the local management of Hanson UK expressing the council's extreme disappointment with the situation and requiring that confirmation be provided that the measures set out in the routeing agreement to inform Hanson UK employees and contractors of the requirements had been met and that if the situation continued then the matter would be discussed with the Head of Legal Services with regard to what further action could be taken (Annex 1). Although no substantive reply was received to this letter, the local management for Hanson UK apologised and agreed that three of these breaches had occurred but had no record of one of the vehicles seen having visited the site. Hanson UK advised that the relevant drivers would be given a final written warning that they would not be employed by Hanson UK in the future if they were ever caught driving through Sutton again. Hanson UK also advised that further written instructions would be sent to all tanker drivers.
7. Further monitoring by officers identified three further breaches on 14 December. A letter was sent to the chief executive for Hanson UK on 15 December advising of these breaches, that no substantive reply had been received to the letter of 7 December, that officers would be carrying out further monitoring of the situation and that if this identified further breaches then the Head of Legal Services would be requested to cease work on the Deed of Variation pending a further report on the matter being provided to the Planning & Regulation Committee (Annex 2).
8. A further reported breach was received from Councillor Mathew on 16 December. A substantive response to the letters of 7 and 15 December was received from Hanson UK (Annex 3). This letter again apologised, advised that first strike letters had been sent to drivers who had breached the routeing agreement further to the reports provided via the council and that further measures would be taken to secure compliance following any further breaches including:
 - i) Company drivers to be stood down without pay and face a disciplinary hearing;
 - ii) Contract hauliers to have their payment withheld and their contracts terminated; and

- iii) Franchisees or vehicle owners to be reported to the Driver Vehicle and Standards Agency which issues and controls heavy goods vehicle operators' licences.

Written instructions to this effect would be provided to all drivers and Hanson UK would continue to monitor the situation.

- 9. Officers responded that provided the procedures described were implemented to the letter, they should satisfy the requirements of the routeing agreement. Further site monitoring was carried out by officers on 18 December and no further breaches were recorded. The site shut down for a fortnight over the Christmas/New Year period.
- 10. In early January 2016, further complaints were received along with further CCTV photographs that vehicles were continuing to breach the routeing agreement on 5 and 13 January. These breaches were drawn to Hanson UK's attention and Hanson UK has confirmed that two breaches occurred on 13 January and also volunteered that three had occurred on 25 January although other vehicles seen on 5 January had not visited the concrete batching plant and so were not subject to the requirements of the routeing agreement. However, officers carried out seven periods of vehicle monitoring during January and did not record any breaches themselves.

Comments of the Deputy Director for Environment & Economy (Strategy & Infrastructure Planning)

- 11. It is extremely disappointing that Hanson UK has struggled to ensure compliance with the routeing agreement. Such agreements are freely entered into by site operators, they are not imposed on them by the council. A considerable amount of officer time and so cost to the council has been spent both monitoring for compliance and in correspondence. As routeing agreements are civil matters, there is no option to take enforcement action and ultimately prosecute as there would be for a breach of planning condition. Instead the ultimate means to secure compliance would be through application to the High Court for an injunction. Whilst officers have discussed with the Head of Legal Services whether an injunction should now be sought, the council's own monitoring since 1 January 2016 has not identified any breaches and so the only recent evidence is the five acknowledged by Hanson UK to have occurred on 13 and 25 January. These would be a relatively small number of the total vehicle movements to and from the concrete batching plant since 1st January and it is thought unlikely that the courts would support an injunction at this time based on this evidence. Instead it is thought the courts would most likely take this as an indication of overall compliance. Officers will of course continue to monitor for compliance and any breaches will be recorded and the position reviewed with the Head of Legal Services if necessary.

12. The committee may wish to consider whether it still wishes to support the Deed of Variation as set out in paragraph 4 above. Since 30 November, Hanson UK has not progressed the Deed of Variation despite being sent a draft of it on 10 December and a subsequent reminder that a response is awaited on 11 January. The committee may consider that Hanson UK has either shown little good faith or management competence in ensuring that its employees and contractors keep to the routeing agreement. However, given that the council's own monitoring since 1 January has not identified any breaches, I consider that there would now appear to be general compliance with the routeing agreement and that, just as is the position with regard to seeking an injunction, at the current time there is not sufficient evidence of such substantive ongoing non-compliance as to justify not proceeding with the deed of variation.

RECOMMENDATION

13. **It is RECOMMENDED that the Committee note the report.**

BEV HINDLE

Deputy Director for Environment & Economy (Strategy & Infrastructure Planning)

February 2016



Environment & Economy
Speedwell House
Speedwell Street
Oxford OX1 1NE

Sue Scane
Director for Environment &
Economy

Date: 8th December 2015

Our ref: MW.0053/15

Your ref:

Mr D Norminton
Hanson UK
20/20 Industrial Estate
St. Lawrence Avenue
Maidstone
Kent
ME16 0LL

Dear Mr Norminton,

Vehicle routeing to and from concrete batching plant at Dix Pit, Linch Hill, Stanton Harcourt – Routeing Agreement dated 17th September 2015

Further to the alleged breaches of the above referenced routeing agreement which have been previously brought to your attention, I would advise that Chris Hodgkinson, the council's Senior Enforcement Officer, and David Periam, the Development Management Team Leader, carried out further monitoring for compliance with the routeing agreement on Monday 7th December 2015. Chris and David were stationed at separate locations so that they were able to verify that vehicles passing through Sutton had either originated from or were arriving at the concrete batching plant (the site). I appreciate that when the Deed of Variation has been completed then loaded concrete mixers will be able to pass through Sutton on leaving the site between 9.00 am and 3.00 pm for a temporary period but for now the requirements of the routeing agreement as completed must be observed.

They noted the following breaches of the routeing agreement:

Vehicle registration number RX06 CBY, a tipper vehicle left the site and proceeded to drive through Sutton at approximately 9.30 am.

Vehicle registration number KX15 YVY, a Hanson cement tanker, approached the site via Sutton at approximately 10.48 am.

Vehicle registration number WU51 PNX, a third party concrete mixer, approached the site via Sutton at approximately 11.45 am.

Vehicle registration number RX56 DXR, a third party concrete mixer, approached the site via Sutton at approximately 11.55 am.

The driver of the Hanson cement tanker actually stopped just outside Sutton and asked David for directions to the site. David advised him that he should not have and must not again pass through Sutton and advised him of the route he should take when leaving the site via the A415 and A40. It was concerning that the driver advised David that he had received no instructions at all with regard to the routeing agreement. He said that he had come from a depot in Lancashire and that if he hadn't seen David, he would have taken the road into Stanton Harcourt village.

Chris and David proceeded to visit the site office where details of the breaches were passed to the staff who advised that they would pass them on to Mike Read, your District Operations Manager. They advised Chris that all staff had had a written instruction advising them of the need to comply with the routeing agreement and the consequences for not doing so i.e. written warnings followed by dismissal. They did concur however that the driver of the cement tanker had not been previously so advised but that the requirement would henceforth be passed to his depot.

In addition to the above, I would advise that the County Council has been passed screenshots from a residential CCTV camera which clearly shows 25 breaches of the routeing agreement by various types of Hanson vehicles between 17th and 23rd November. I appreciate that this was prior to your admission and apology last week that sand delivery drivers operating out of your site at Sutton Courtenay had not at that time been advised of the requirements of the routeing agreement, but nine examples are included of Hanson concrete mixer vehicles in breach.

I would be grateful for your confirmation that in accordance with the requirements of clause 3.3 of the routeing agreement all your employees, agents, contractors, suppliers and customers have received instruction with regard to the required route to and from the site and to this end I would be grateful if you could let me have a copy of the letter required to be sent to all franchisees and hired hauliers as set out in clause 3.4.2 of the routeing agreement, the mail shot sent to all local collect customers and prospective customers as set out in clause 3.4.4 of the routeing agreement and the instructions given to your central sales team and transport co-ordinators as set out in clause 3.4.5 of the routeing agreement. Given that breaches of the routeing agreement have occurred, please could you advise of any additional steps which it is intended to take to ensure compliance in fulfilment of the requirement set out in condition 3.2 that the developer use its best endeavours.

I must state clearly that it is extremely disappointing that the Council has received so many complaints about non-compliance with the routeing agreement and that such breaches have continued to occur as witnessed today despite your previous assurances. My officers will continue to carry out further monitoring over the next two weeks and if it transpires that further breaches are observed then I will be obliged to discuss the matter with the council's Head of Legal Services with regard to considering what further action may be taken by the council in this matter. However, I trust that this will not prove necessary.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Chris Kenneford', with a horizontal line underneath it.

Chris Kenneford
Planning Regulation Service Manager
01865 815615



Date: 15th December 2015
Our ref: MW.0053/15
Your ref:

Environment & Economy
Speedwell House
Speedwell Street
Oxford OX1 1NE

Sue Scane
Director for Environment & Economy

Patrick O'Shea,
Chief Executive
HANSON UK
Hanson House,
14 Castle Hill,
Maidenhead,
SL6 4JJ

Dear Mr O'Shea,

Vehicle routing to and from concrete batching plant at Dix Pit, Linch Hill, Stanton Harcourt – Routeing Agreement dated 17th September 2015

I am extremely disappointed to have to write to you to advise that despite my letter dated 7th December 2015 to Mr Norminton of your company (copy attached) officers of the County Council carried out further vehicle monitoring between 1.30 pm and 2.30 pm on Monday 14th December and noted the following further breaches of the routeing agreement:

- Vehicle registration number YN55 JFJ, a concrete mixer vehicle (Haslams) left the batching plant site and proceeded to drive through Sutton at approximately 1.45 pm
- Vehicle registration number T65 WRC, a Hanson tipper vehicle, left the batching plant site and proceeded to drive through Sutton at approximately 1.55 pm
- Vehicle registration number YG63 SYE, a Hanson concrete mixer, approached the batching plant site via Sutton at approximately 2.20 pm

Earlier in the day when on the way through Sutton to visit another site, an officer also passed a Hanson tipper vehicle heading north at approximately 9.50 am.

It is additionally very disappointing that I have received no substantive reply to the requests for information set out in my letter dated 7th December.

I have to conclude that Hanson UK either is not seriously committed to ensuring that the requirements set out in the routeing agreement are adhered to or that there is a serious managerial failure to clearly communicate to all drivers and contractors what the requirements of the routeing agreement are and the penalties for non-compliance.

My officers will be returning to carry out further vehicle monitoring later in the week. I must advise that if any further breaches are observed or substantiated reports are received from third parties with regard to further breaches, then I will request that the council's Head of Legal



PN7

Services does not carry out any further work on the Deed of Variation to the routeing agreement until such time as a further report has been presented to the County Council's Planning and Regulation Committee advising them of the failure of Hanson UK to secure compliance with the requirements of the existing routeing agreement and whether, in the light of this, the committee wishes to continue to enter into the Deed of Variation.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Chris Kenneford', with a horizontal line underneath it.

Chris Kenneford
Planning Regulation Service Manager
Direct line: 01865 815615
Email: chris.kenneford@oxfordshire.gov.uk
www.oxfordshire.gov.uk



Mr C. Kenneford
Planning Regulation Service Manager
Oxfordshire County Council
Environment & Economy
Speedwell House
Speedwell Street
Oxford
OX1 1NE

Hanson UK

20/20 Business Park
St Laurence Avenue
Allington Maidstone
Kent
ME16 0LL

Tel 01622 774312

www.hanson.com/uk
dave.norminton@hanson.com

16th December 2015

Dear Mr Kenneford

Re: Vehicle Routeing to and from Dix Pit concrete batching plant, Linch Hill, Stanton Harcourt – Routeing Agreement dated 17th September 2015

Thank you for your letters of the 8th and 15th of December, the first of which was addressed to me, and the second to our Chief Executive, Patrick O'Shea. Whilst Patrick will be writing to you separately, I have been asked to give you a more detailed response to the issues contained in both letters.

I can assure you that from the start of the operation of the Dix Pit concrete plant, we have, as a company, always sought to comply with both the spirit and letter of the routeing agreement.

All drivers have been handed the attached notice, which is also displayed at each site office. This was given to each driver in lieu of a Clause 3.4.2 letter. It contains the same information as a letter would have contained, and as it is handed to the driver, it is not subject to any vagaries of the postal or electronic mailing system. It also avoids the problem of notifying contract hauliers who may be hired in at short notice where it would not be timely to inform them by post.

Secondly, the mapping tool used by our sales department has been programmed with the approved route. It also displays prohibited routes.

Thirdly, all transport co-ordinators were notified and have been consulted extensively on the routeing requirements. Where breaches have been brought to their attention, they have sent "first strike" letters to the offending drivers. This includes the drivers of the vehicles brought to our attention in your two letters, as well as the driver (reported by one of our other drivers) who was caught driving through Sutton Village this morning at 08.50. These "first strike" letters are available should you wish to see copies.

I can confirm that no letters have been sent out to "collect customers" or "prospective customers" (as required by the routeing agreement) because there is no collect trade. All deliveries are made by our own fleet of franchisee hauliers, or hired-in hauliers.

I can therefore assure you that this problem is not one of either commitment or communication; it is purely down to some drivers deliberately ignoring explicit instructions.


That brings me to the additional measures we now intend to employ going forward, which further emphasise our commitment and resolve. These will be applied after any breach and comprise of the following;

1. Company (i.e. employed) drivers will be stood down without pay and face a disciplinary hearing.
2. Contract (i.e. franchised or hired in) hauliers will have their payment withheld and have their contracts terminated.
3. Franchisees or vehicle owners will be reported to the Driver Vehicle and Standards Agency which issues and controls HGV operator licences.

Our transport co-ordinators will be writing to all drivers employed on the route informing them of these sanctions. These letters/notices will also be handed to each driver at each site, where they will be required to sign a form to acknowledge receipt, confirming that they have understood their responsibilities.

We all sincerely hope that these additional measures will have the desired effect, but of course we will continue to monitor and act accordingly.

Yours sincerely,



Dave Norminton
Land and Planning Manager
Land & Mineral Resources Department