

**For: PLANNING & REGULATION COMMITTEE – 14 MAY 2018**

**By: DIRECTOR OF PLANNING AND PLACE**

<b>Routeing Agreements Protocol</b>
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**Division Affected:** All

**Contact Officer:** David Periam    **Tel:** 07824 545378

**Recommendation**

The report recommends that the Committee adopt the revised Routeing Agreements Protocol.

1. The Planning & Regulation Committee on 5 September 2016 resolved to endorse a Routeing Agreements Protocol (Annex 1). This applies only to the applications which the County Council itself determines as Mineral and Waste Planning Authority.
2. At the meeting of the County Council on 27 March 2018, Council unanimously approved the following motion moved by Councillor Fox-Davies:

*“Many approvals for planning permission are granted, subject to routeing agreements, (normally for HGV traffic). These form a contract with the applicant. If these agreements are not followed, there is limited power of enforcement. Once granted the permission cannot be removed, the only enforcement process is for the applicant to be pursued through the civil court.*

*This is currently embedded in planning law. Whilst many applicants will abide by the legal agreements, there is no easy deterrent for applicants who flout them.*

*As a rural Council with many villages affected by HGV movements, we feel strongly that the law in this area needs to be amended. This Council requests that the Planning & Regulation Committee strengthen the existing OCC planning protocols to include measures to enable easy redress following persistent breaches such as the retention of a financial performance bond, with the necessary mechanism for any persistent breaches of the routeing agreements.*

*Additionally, this Council asks that the Leader of the Council Lobby every MP in Oxfordshire to support this change and raise a back-bench motion in Parliament, to strengthen the UK planning law to allow local authorities more redress when conditions or legal agreements entered by contractors are persistently breached.”*

3. Further to that resolution, officers have prepared the draft revised Routeing Agreements Protocol attached at Annex 2 to this report for consideration by this Committee. In addition to the six options set out in the existing Protocol, this includes an additional option as follows:

*“7) If an application is received:*

- a) and there is a history of substantiated, persistent or flagrant breaches by an applicant of the terms of an existing routeing agreement, a security deposit will be required from the applicant at the outset when entering into the new routeing agreement.*
- b) for a site in a part of the county where there has been an ongoing concern with regard to existing vehicle movements but there has been no history of non-compliance on the part of the applicant, the routeing agreement will include a provision that if the Council reasonably determines later that there have been substantiated, persistent or flagrant breaches of that agreement then operations will cease until a security deposit has been paid to the County Council*

*In either case, the security deposit would be used to fund the council’s costs incurred in monitoring the agreement, investigating suspected breaches of the agreement and securing compliance with the agreement, as necessary. The security deposit would not normally exceed an amount of £1,000 per year for the number of years the development is permitted.”*

4. The consideration of whether this additional measure or any of the others already specified in the Protocol may be appropriate will be a matter for detailed consideration in relation to each particular planning application. If it was considered by officers or the Committee that this or any other specific measures in this Protocol were necessary to make the development acceptable, but which the applicant was not prepared to agree to, then the application could be refused planning permission.
5. A refusal of planning permission may lead to an appeal to the Secretary of State being lodged against it and also to an application for an award of costs against the council if it was found to have acted unreasonably. For any reason for refusal given on the basis that an applicant had not been prepared to enter into a routeing agreement containing a specific obligation to be sustained and an appeal dismissed, it would need to be demonstrated that the requirement for the security deposit was reasonable in the context of substantial concerns in the area about lorry movements or a history of non-compliance with routeing agreements by the applicant.
6. Should an applicant be prepared to enter into a routeing agreement with such a clause as that proposed here in it, the requirement to cease

operations until the security deposit had been paid could only temporarily halt the development, the planning permission itself would not be revoked.

**RECOMMENDATION**

- 7. It is RECOMMENDED that the revised Routeing Agreements Protocol set out in Annex 2 be adopted.**

SUSAN HALLIWELL  
Director for Planning and Place

May 2018

**PLANNING & REGULATION COMMITTEE –  
5<sup>th</sup> SEPTEMBER 2016**

Routeing Agreements Protocol

**Agenda Summary**

This is a report with regard to the adoption of a revised Routeing Agreements Protocol further to the adopted motion of the meeting of the County Council on 27<sup>th</sup> March 2018.