

Routing Agreements Protocol:

When determining planning applications for mineral and waste developments, the impacts of associated traffic are material planning considerations. These impacts can be both technical in terms of highway safety and capacity but also in terms of the impact on the amenity of other road users, residents and the environment. Development which may be considered to have adverse highway impacts which would otherwise warrant planning permission being refused may be made acceptable through the applicant and the County Council as Mineral and Waste Planning Authority (MPA) entering into a vehicle routing agreement to require that vehicles be routed so as to avoid certain roads, possibly at all times or possibly at certain times of day e.g. to avoid conflict with peak hour traffic and/or arrivals and departures at school opening and closing times. Such routing agreements must be freely entered into by the applicant.

Where such a routing agreement is entered into, it would be expected that the applicant would police compliance with it and take appropriate action against any drivers who failed to comply with its terms. For example, a common approach would be to give one warning for the first proven breach and then to dismiss the driver or ban them from visiting the site following a second proven breach. Nonetheless, the MPA may still require to undertake its own monitoring for compliance, particularly following ongoing complaints of breaches such that it can then raise these with the site operator for the appropriate action to be taken. Such monitoring by its nature can be both time-consuming and costly. It is therefore considered that it is reasonable for the site operator to bear some of the cost of such monitoring.

When entering into routing agreements, the applicant will be asked to commit either within the routing agreement or through an associated planning obligation or legal agreement pursuant to Section 106 of the Town and Country Planning Act 1990 as amended, to one or more of the following as the MPA may consider appropriate depending on the specific site circumstances:

- 1) To hand a leaflet or notice to all drivers visiting the site for the first time, both those in the applicant's or other site operators' employment and third parties, informing them of the requirements of the routing agreement and instructing them that failure to comply will result in an initial warning for the first breach and then a ban from the site following a second breach.
- 2) To provide all vehicles in the control of the applicant or other site operator with a Global Positioning System tracking device, and to require that the vehicles of any contractors are similarly provided, and to make the records of all vehicles so equipped available to the MPA upon request;

- 3) To install closed circuit television cameras at the site entrance or entrances to record the directions from which vehicles enter and leave the site and to provide recorded footage to the MPA upon request;
- 4) To provide an index-linked sum to cover the cost to the County Council of traffic surveys to be undertaken on behalf of the MPA;
- 5) To commit to the full funding of any additional surveys which the MPA may consider necessary following the receipt of substantiated complaints with regard to breaches of the routing agreement;
- 6) To recover the full reasonable costs of the MPA monitoring compliance with the routing agreement following substantiated complaints, including officers' time;
- 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 routing agreement, a security deposit will be required from the applicant at the outset when entering into the new routing 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 routing 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.