

---

Sleaford Renewable Energy Plant

FURTHER INFORMATION  
NORTH KESTEVEN DISTRICT COUNCIL

August 2008

1	Transport Monitoring .....	1
2	Penalty Enforcement .....	2

Attachments:

Email from Masternaut to Eco2 concerning tamper protection

---

---

# 1 Transport Monitoring

---

## Issue

- 1.1 The planning authority seeks a better understanding of the monitoring and reporting capabilities of the proposed technology to be installed for policing the routeing agreement. It also seeks assurances that the technology cannot be circumvented by hauliers.

## Monitoring

- 1.2 The applicant refers to page 14-19 of the Masternaut brochure that was supplied as an example of an appropriate tracking technology. This gives a very good indication of the real-time monitoring that can be achieved.
- 1.3 The planning authority should note that the system can be set up to alert management immediately in the event of vehicles travelling on proscribed routes.
- 1.4 The applicant sees the availability of this technology as a real benefit to the management of straw logistics on a day-to-day basis, given the ability of the technology to record at any moment the exact whereabouts, speed and direction of all vehicles that would be used to collect and deliver straw. It is more than likely that the system (or something very like it) would be constantly referred to throughout the delivery day to ensure that the best use is made of vehicles and straw stacks within the catchment area. This is not just a system that would be used retrospectively to demonstrate compliance with the routeing agreement; the planning authority should be reassured that the day-to-day use of the system will mean that transgressors are quickly spotted and dealt with virtually in real time, which offers the best chance of preventing repeat offences.

## Reporting

- 1.5 The applicant refers to page 20-21 of the same Masternaut brochure referred to above. In particular, the brochure states that "reports are created to customer requirements and will present the exact data needed for your organisation". The applicant suggests that, for the purposes of demonstrating compliance with the routeing agreement, it would be straightforward to produce a simple report format that showed:
- (a) the number of vehicles entering/leaving the site;
  - (b) the number of vehicles leaving the A17 to join Boston Road; and
  - (c) the number of vehicles joining the A17 from Boston Road travelling westwards
- 1.6 The total number of vehicles under (a) should equal the sum of those under (b) and (c). Where there are discrepancies, the report can account for these by itemising each incident, the reasons for transgression and the action taken by the applicant.
- 1.7 The frequency of reporting and the recipient(s) for reports can be agreed with the planning authority. It would, for example, be sensible to provide a copy of these reports to Kirkby La Thorpe Parish Council.

## Tampering

- 1.8 Masternaut has assured the applicant that tampering is impossible, as recorded in the attached email.

## Conclusions

- 1.9 The applicant notes that Sleaford Renewable Energy Plant would take around 30 months to construct and commission. With allowances for necessary lead-in times, it can be expected that contracts for tracking technology would be executed some 18 months following the start of construction. It is likely that further advances in tracking technology will roll out during this period and, in actual fact, the monitoring and reporting functions would improve such that the service that the applicant could offer with regard to policing of the routeing agreement would, if anything, be better than that tabled at this time.
- 1.10 The applicant would expect the approval of the tracking technology to be a condition of planning, to be satisfied prior to first operation of the facility.

---

## 2 Penalty Enforcement

---

### Issue

- 2.1 The planning authority seeks assurances that the level of penalties proposed in the further information on routeing arrangements would be a sufficient deterrent against transgression. The planning authority also seeks comment from the applicant regarding the enforcement of sanctions proposed, including ultimately the termination of haulage contracts.

### Level of Penalties

- 2.2 The suggested level of penalties to be paid in the event of transgression of the routeing arrangements by a haulage company are:
- (a) £100 for the first offence in any calendar month;
  - (b) £200 for the second offer in any calendar month; and
  - (c) £500 for the third and any subsequent offence in any calendar month.
- 2.3 The applicant would also have the right to exclude the contractor and/or any particular driver from site in the event of three offences in a calendar month. Extended exclusion effectively terminates the contract although it is noted that this is not currently stated explicitly in the draft submitted to the planning authority and this could be corrected in a further draft.
- 2.4 The applicant believes that penalties of this order are proportionate to the offence and represent a significant deterrent against transgression. To be effective, the penalty needs to be significantly more expensive to the contractor than the savings made by avoiding the routeing arrangements. Operating costs of an HGV for a haulage company are of the order of £400 per day, or £50/h assuming an 8 hour working day. Taking a short cut would need to save the driver 2 hours in order to justify the fine that would be imposed for a first offence, 4 hours for a 2<sup>nd</sup> offence and 10 hours for a 3<sup>rd</sup> offence. Bearing in mind that the applicant expects most vehicles to make two or more deliveries to the site within a working day, it is very hard to conceive of circumstances in which even a first offence would be worthwhile, nevermind further offences.
- 2.5 Before leaving this subject, the applicant notes that it will make arrangements to pay over all penalties accrued as a result of routeing transgressions to the community of Kirkby La Thorpe. Appropriate arrangements would be made with the community in the event of a successful planning outcome.

### **Enforcement of Termination Provisions**

- 2.6 Fines as noted above would be enforced automatically for offences unless it can be demonstrated that there was a closure of the A17 that forced the haulier to transgress the agreed arrangements.
- 2.7 The proposed wording of the Section 106 agreement on routeing allows for some flexibility in enforcement beyond automatic fines. The applicant feels that this is fair and reasonable given that it is possible for the transgression to be the fault of an individual driver rather than a systemic failure by the haulage firm to comply with the routeing provisions.
- 2.8 In the event of any transgression, the applicant would contact the haulier concerned to ensure that all drivers used by the haulier are fully trained with an understanding of the routeing constraints and the penalties that would be imposed. The applicant would expect to see evidence of disciplinary procedures taken against drivers that transgress the routeing agreement, including preventing drivers that persistently use prohibited routes from servicing the contract with the applicant (the applicant has the right to bar such drivers in any case). If the haulier cannot demonstrate that it is using its reasonable endeavours to comply with the routeing arrangements then the applicant would terminate the contract.
- 2.9 The applicant would be happy to re-visit the proposed terms of the Section 106 agreement to better reflect the notes in the preceding paragraph. This would be best achieved in partnership with the planning authority in the event of a resolution to grant planning permission.