



Title of Report:	Proposal for Partnering with DFI Roads Service to Remove Snow from Town Centre Footpaths
Committee Report Submitted To:	Environmental Services Committee
Date of Meeting:	12th October 2021
For Decision or For Information	For Decision

Linkage to Council Strategy (2021-25)	
Strategic Theme	Protecting and Enhancing our Natural Environment
Outcome	Our Natural Assets will be carefully managed
Lead Officer	Head of Estates

Budgetary Considerations	
Cost of Proposal	£2,358 paid to Council (admin cost)
Included in Current Year Estimates	No
Capital/Revenue	
Code	
Staffing Costs	Weather dependant

Screening Requirements	Required for new or revised Policies, Plans, Strategies or Service Delivery Proposals.		
Section 75 Screening	Screening Completed:	N/A	Date:
	EQIA Required and Completed:	N/A	Date:
Rural Needs Assessment (RNA)	Screening Completed	N/A	Date:
	RNA Required and Completed:	N/A	Date:
Data Protection Impact Assessment (DPIA)	Screening Completed:	N/A	Date:
	DPIA Required and Completed:	N/A	Date:

1.0 Purpose of Report

Renewal of Memorandum of Understanding between Council and DFI Roads Service to assist in emergency clearance of snow from town centre footpaths/pedestrian areas.

2.0 Background

- 2.1 Council had a 3 year Memorandum of Understanding with DFI Roads Service requiring Council to provide resources to keep town centre footpaths and pedestrian areas clear of snow and ice during prolonged severe weather. That MOU ended last winter. DFI Roads Service have requested that the MOU be renewed for another 3 years (2021/22, 2022/23, 2023/24).
- 2.2 The MOU (attached) is based on agreed principles previously supported by SOLACE, NILGA and Roads Service. This allows Council to enter into a local agreement to support Roads Service in the clearance of snow from town centres subject to available resources. The agreement is limited to the areas noted in the appendix to the MOU (locations to be confirmed).
- 2.3 DFI Roads Service will pay an administration fee of £2,358 per annum with Council providing the resource at Council cost as the need arises.

3.0 Recommendation

It is recommended that the Environmental Services Committee recommends to Council the renewal of the partnering arrangement for the clearance of snow and ice from paths and pedestrian areas using the attached MOU as a template for the next 3 year period.

Memorandum of Understanding

Partnering Arrangements

Between

Dfl Roads and Causeway Coast & Glen Borough Council For

Clearing Busy Town Centre Footways and Pedestrian Areas of Snow and Ice.

Introduction

1. The purpose of this Memorandum of Understanding (MOU) is to set out the basis of partnering arrangements between Dfl Roads and Causeway Coast & Glens Borough Council for the treatment of snow and ice from busy town centre footways during prolonged periods of wintry weather. It is anticipated that footways will generally only be considered for treatment after significant snow or ice events although there may be occasions when footways could be pre-treated if freezing is forecast following heavy rain.
2. It is appreciated that neither Dfl Roads nor Causeway Coast & Glens Borough Council have a statutory obligation to salt footways and are not resourced for this work but under this MOU footway clearance and salt/grit spreading may be undertaken by Dfl Roads and/or Causeway Coast & Glens Borough Council staff, depending on resources available at the time.
3. This MOU sets out a broad framework of key principles agreed by the Dfl Roads, the Northern Ireland Local Government Association (NILGA) and the Society of Local Authority Chief Executives (SOLACE) to be put forward for consideration and agreement by individual local councils.
4. It is anticipated that these key principles will be specifically tailored at local level, to take account of council preferences/restraints. For example should existing local arrangements between Dfl Roads Section Offices and local councils be deemed appropriate by all parties, these arrangements can be retained, subject to agreement and to a schedule of work being agreed by all.

Objectives

5. The objectives of the Memorandum of Understanding are to:
 - Provide an agreed framework which local offices can build on to formalise the level of service to be provided by each organisation in those areas;
 - Define each organisation's duties and obligations in delivering this service;
 - Establish a schedule of footways to be treated in the event of prolonged periods of wintry weather;
 - Promote an efficient and co-operative working relationship between both organisations.

The Role and Commitments of Dfl Roads

6. DfI Roads shall agree with individual councils, on a schedule of main village/ town/ city centre footways to be treated. This is attached as Appendix 1 and as mapped by DfI Roads on:
Arc Gis Map Link - [Footpath Snow Clearance \(arcgis.com\)](https://arcgis.com)
7. DfI Roads shall lead consultation, ultimately to be agreed by individual councils, when a salting operation should be carried out, on the basis of conditions, weather information and the availability of resources. The rationale supporting this decision making process should be developed locally.
8. DfI Roads will provide Causeway Coast & Glens Borough Council with salt, or a salt/grit mix, free of charge to treat those footways on the schedule, when required. DfI Roads shall confirm the availability of and determine the release of salt or salt/grit mix required; and such availability and its release will be subject to DfI Roads resources and it being required by Causeway Coast & Glens Borough Council
9. DfI Roads will extend the indemnity being offered to Causeway Coast & Glens Borough Council and their authorised agents, as defined in paragraph 14 of this MOU.
10. DfI Roads will offer councils an annual service fee of £2,358 to help with the administration of this service. This service fee is in accordance with the service fee scale currently in force.

The Role and Commitments of Councils

11. During extreme conditions following heavy snowfalls or prolonged freezing council staff may assist the Department with footway clearance and salt/grit spreading on an agreed schedule of footways depending on resource availability at the time.
12. Causeway Coast & Glens Borough Council will nominate a representative to be responsible for the council's contribution to the treatment of snow and ice from busy town centre footways during prolonged periods of wintry weather and to attempt to resolve any difficulties or problems that may arise.
13. Causeway Coast & Glens Borough Council will assist DfI Roads in developing a rationale for when a salting operation should be carried out, on the basis of conditions, weather information and the availability of resources etc.
14. Causeway Coast & Glens Borough Council may delegate their responsibilities under this Memorandum in whole or in part to businesses, trading organisations, and community groups ("authorised Council Agents") within their council areas, which are willing to undertake this work. Causeway Coast & Glens Borough Council shall be responsible for coordinating and supervising the work of their authorised Council Agents.
15. Causeway Coast & Glens Borough Council will work in close liaison with the DfI Roads Section Engineer's staff in order to maximise efforts and co-ordinate the deployment of the DfI Roads and the Council's workforce, which may comprise both the employees and contractors of the Council, their Trading Organisation Agents and community groups.

16. Causeway Coast & Glens Borough Council shall provide sufficient supervisory staff for the personnel employed to carry out the work. Personnel employed to carry include the servants and employees and contractors of the Council and the authorised Council Agents.

Legislation

17. Article 8 of the Roads (Northern Ireland) Order 1993 ("the Roads Order") of the Roads Order imposes a statutory duty to maintain roads (including footways) adopted for maintenance by the Department. While DfI Roads has no statutory obligation to salt roads Article 9 of the Roads Order provides the Department with the legal right to exercise a discretionary power to take such steps as it considers reasonable and practicable to prevent snow and ice interfering with the safe passage of persons or vehicles using a road.
18. For that purpose it may also enter into agency arrangements with any persons for the treatment of roads affected by snow and ice.
19. Causeway Coast & Glens Borough Council is empowered by Sections 104 and 105 of the Local Government Act (NI) 1972 to exercise functions on behalf of and to enter into arrangements with a government department for the supply of services.
20. Under these arrangements DfI Roads is prepared to offer Causeway Coast & Glens Borough Council the same range of defences that are available to the Department. This indemnity will include groups of traders or community groups operating on the Councils behalf.
21. This means that Councils that enjoy discretionary delegated powers can run the same defences as are available to DfI Roads. Causeway Coast & Glens Borough Council shall indemnify DfI Roads against any claims made against DfI Roads arising from allegations of negligence or fault on the part of the Council, their staff, contractors or authorised Council Agents in carrying out work under this MOU.

Terms and Conditions of the Memorandum.

22. The Memorandum shall commence on (**date signed by both parties at the end of this document**) 2021 and will remain in force for a maximum period of 3 years until the end of the winter service period, i.e. 1st April 2024. It replaces any previous winter service agreements between DfI Roads and Causeway Coast & Glens Borough Council.
23. Either DfI Roads or the Causeway Coast & Glens Borough Council may seek amendments to the Memorandum at any time.
24. Subject to the consent of both Causeway Coast & Glens Borough Council, the Memorandum may be extended at one year intervals.
25. The Memorandum may be terminated by either party with 6 months written notice.

26. The effectiveness of these arrangements will be reviewed in April of each year. Further analysis of actual costs to carry out this work in order to advocate the finances necessary to undertake this work will also be undertaken in April of each year.

The Signatories

Both organisations signify below their acceptance of the Memorandum on the terms and conditions set out

Signed on behalf of Causeway Coast & Glens Borough Council

Date:

Signed on behalf of DfI Roads.

Date:

FOOTWAYS AND PEDESTRIAN AREA

ICE AND SNOW CLEARANCE – PRIORITY 1 / PRIORITY 2

Arc Gis Map Link - [Footpath Snow Clearance \(arcgis.com\)](http://arcgis.com)

ROAD	EXTENT / LENGTH	OTHER COMMENTS	
COLERAINE PRIORITY 1			
Church Street	All	DfI Roads to grit through Pedestrian Zone. Causeway Coast and Glens Borough Council (CCGBC) to clear frontages	
Kingsgate Street	All		
The Diamond	All		
Bridge Street	All		
Railway Road	Railway Crossing to Lodge Road		
New Row	Stable Lane to Church Street		
Queen Street	All		
Bellhouse Lane	All		
Park Street	All		
Abbey Street	Stable Lane to Diamond		
Stone Row	Stable Lane to Diamond		
Society Street	Car Park access to Church Street		
COLERAINE PRIORITY 2			
Brook Street	Circular Road to Long Commons		
Long Commons	Church Street to Car Park		
Waterside	Circular Road to Captain Street		
PORTRUSH PRIORITY 2			
Main Street	All		
Lower Main Street	All		
Eglington Street	Train Station to Main Street		
PORTSTEWART PRIORITY 2			
The Promenade	Diamond to harbour		
The Diamond	Strand Road to Crescent		
GARVAGH PRIORITY 2			
Main Street	Clock to Primary School		
KILREA PRIORITY 2			
Maghera Street	New Road to Diamond		
The Diamond	All		

CASTLEROCK PRIORITY 2	
Sea Road	Main Street to Sea Road
The Diamond	Sea Road to Shops Extent

LIMAVADY PRIORITY 1		OTHER COMMENTS
Catherine Street	Roe Mill Road to Irish Green Street	
Linenhall Street	All	
Main Street	Linenhall Street to Ballyclose Street	
Market Street	Pedestrian Zone	
Connell Street	All	Western side only
Irish Green Street	Connell Street to Catherine Street	
BALLYKELLY PRIORITY 1		
Main Street	Walworth Road to Oakdene Crescent	
DUNGIVEN PRIORITY 1		
Main Street	Drumrane Road to Glenroe Park	

APPENDIX TWO

**FOOTWAYS AND PEDESTRIAN AREA
ICE AND SNOW CLEARANCE – PRIORITY 1 / PRIORITY 2**

ROAD	EXTENT / LENGTH	OTHER COMMENTS
BALLYCASTLE PRIORITY 1		
Castle Street	Leyland Road to The Diamond	Both sides unless otherwise advised
Clare Street	Castle Street to Market Street	Western side only
Moyle Road	Market Street to C & P School	
Market Street	The Diamond to Moyle Road	Northern side only
Fairhill Street	The Diamond to Mill Street	Western side only
The Diamond	Fairhill Street to Ann Street	
Ann Street	The Diamond to Rathlin Road	
Ann Street Footways	Ann Street to Ann Street Carpark	2 No.
Quay Road	Rathlin Road to North Street	Eastern side only
North Street	Quay Road to Strandview Road	

BALLYMONEY PRIORITY 1		
High Street	To Riada House and Town hall frontages	
Townhead Street	Carpark Entrance and Town hall frontages	
Charlotte Street	To Pork Store	
Main street	All pedestrian links to carparks	
Castle Street	Frontage of Memorial Gardens	
Seymour Street	North side to Station and Memorial Garden frontage	
Meetinghouse Street	At signaled control crossing, including steps to carpark	
Church Street	To No.41	
Victoria Street	All	
Cameron Street	All	
Linenhall Street	All	
Market Street	At signal controlled crossing	
Charles Street	To bus stops	
BUSHMILLS PRIORITY 2		
Main Street	Hamill Terrace to No.1 Main Street	
CUSHENDALL PRIORITY 1		
Mill Street	Entrance to Car Park to Bridge Street	
Shore Street	Bridge Street to No.24 Shore Street	
Bridge Street	Mill Street to Ballyeamon Road	
Coast Road	Ballyeamon Road to Dalriada Avenue	Northern side only
Dalriada Avenue	Coast Road to Prospect Court	Northern side only
ARMOY PRIORITY 2		
Hillside Road	Market Street to Main Street	Western side only
Glenshesk Road	Hillside Road to Primary School	Eastern side only
Main Street	Hillside Road to New Row	
CUSHENDUN PRIORITY 2		
Main Street	Knocknacarry Road to Bay Road	Eastern side only
WATERFOOT PRIORITY 2		
Main Street	Coast Road to Ossian's Avenue	