

Causeway Coast and Glens Borough Council

To: Environmental Services Committee

6 October 2015

PROPOSALS FOR PARTNERING ARRANGEMENTS WITH TRANSPORT NI FOR REMOVAL OF SNOW & ICE FROM TOWN CENTRE FOOTPATHS & PEDESTRIAN AREAS

For Decision

1.0 Reporting to Council

Linkage to Corporate Plan	
Strategic Priority	Providing effective and sustainable local public services
Objective	Work in partnership with TransportNI
Lead Officer	G Doyle
Cost: (If applicable)	Unknown – depends on severity of weather

1.1 Background

Legacy councils had entered into partnership arrangements with Transport NI (formerly Roads Service) to provide resources to keep town centre footpaths and pedestrian areas clear of snow and ice during prolonged severe weather. TNI wish to continue with a partnering arrangement to cover the next 3 years.

1.2 Detail

A Memorandum of Understanding (attached at Appendix VII) based on agreed principles (NILGA, SOLACE and TNI) has been produced, which allows Council and TNI to enter into a local agreement to provide snow and ice clearance. This local agreement could include, for example, Council's preferences for areas treated, call-out arrangements, salt delivery and perhaps most important, the resources available. This could, for example, put a limit on money Council would be prepared to spend on this work in any one year. Legacy agreements included maps detailing the areas to be treated, provision of free salt/grit and how/when Council help was required.

1.3 Recommendation

Council are asked to consider if they wish to enter into a partnering arrangement for the clearance of snow and ice from paths and pedestrian areas and, if so, use legacy council agreements as a template for this coming winter which will be subject to annual review.

Memorandum of Understanding
of
Partnering Arrangements
between
DRD Transport NI and Borough Councils
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 TransportNI and Councils 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 TransportNI nor Councils 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 TransportNI and/or Council staff, depending on resources available at the time.
3. This MOU sets out a broad framework of key principles agreed by the Department for Regional Development (DRD), 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 TransportNI 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 TransportNI

6. TransportNI shall lead consultation, ultimately to be agreed by individual councils, on a schedule of main village/ town/ city centre footways to be treated. This is attached as **Appendix 1**.
7. TransportNI 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. TransportNI will provide Councils with salt, or a salt/grit mix, free of charge to treat those footways on the schedule, when required. TransportNI 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 TransportNI resources and it being required by local councils.
9. TransportNI will extend the indemnity being offered to Councils and their authorised agents, as defined in paragraph 14 of this MOU.
10. TransportNI will offer your council an annual service fee of **£2300.77**, 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. The 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. Councils will assist TransportNI 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. The 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. The Council shall be responsible for coordinating and supervising the work of their authorised Council Agents.
15. The Council will work in close liaison with the Department's TransportNI Section Engineer's staff in order to maximise efforts and co-ordinate the deployment of the Department's TransportNI and the Council's workforce, which may comprise both the employees and contractors of the Council, their Trading Organisation Agents and community groups.
16. The 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 TransportNI 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. The 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 TransportNI is prepared to offer Councils 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 TransportNI. Councils shall indemnify TransportNI against any claims made against TransportNI 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 1st October 2015 and will remain in force for a maximum period of 3 years. It replaces any previous winter service agreements between TransportNI and the Council.
23. Either DRD TransportNI or the Council may seek amendments to the Memorandum at any time.
24. Subject to the consent of both DRD TransportNI and the 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 and Glens Borough Council. Signed on behalf of DRD TransportNI.

Date:

Date:

APPENDIX ONE

FOOTWAYS AND PEDESTRIAN AREA

ICE AND SNOW CLEARANCE – PRIORITY 1 / PRIORITY 2

ROAD	EXTENT	OTHER COMMENTS

Appendix One lists the footways to be treated in priority order