

PROPOSAL FOR PARTNERING WITH DFI ROADS SERVICE TO REMOVE SNOW FROM TOWN CENTRE FOOTPATHS	4th December 2018
TO: ENVIRONMENTAL SERVICES COMMITTEE	
FOR DECISION	

Linkage to Council Strategy (2015-19)	
Strategic Theme	Protecting and Enhancing our Natural Environment
Outcome	Our Natural Assets will be carefully managed
Lead Officer	Head of Estates
Cost: (If applicable)	£2,381 to be paid to Council (admin cost)

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

Detail

Legacy councils had entered into partnership arrangements with DFI Roads Service to provide resources to keep town centre footpaths and pedestrian areas clear of snow and ice during prolonged severe weather. Causeway Coast & Glens Borough Council had continued with this arrangement for 3 years (2015/16,16/17,17/18). DFI Roads Service wish to extend this arrangement for another 3 years (2018/19,19/20, 20/21).

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.

Recommendation

It is recommended that Council continue with a partnering arrangement for the clearance of snow and ice from paths and pedestrian areas using the previous agreement as a template for the next 3 year period.

Memorandum of Understanding
Of
Partnering Arrangements
between
DfI Roads and Causeway Coast & Glens 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 DfI Roads 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 DfI Roads 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 DfI Roads 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 Infrastructure (DfI), 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 DfI 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 DfI Roads

6. DfI Roads 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. 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 Councils 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 local councils.
9. DfI Roads will extend the indemnity being offered to Councils and their authorised agents, as defined in paragraph 14 of this MOU.
10. DfI Roads will offer councils an annual service fee of £2,363.81, to help with the administration of this service. This service fee will be 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 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. 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 DfI Roads Section Engineer's staff in order to maximise efforts and co-ordinate the deployment of the Department's 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. 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 DfI Roads (Northern Ireland) Order 1993 ("the DfI Roads Order") of the DfI Roads Order imposes a statutory duty to maintain DfI Roads (including footways) adopted for maintenance by the Department. While DfI Roads has no

statutory obligation to salt DfI Roads Article 9 of the DfI 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 DfI 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 DfI Roads 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 DfI Roads. Councils 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 1st October 2018 and will remain in force for a maximum period of 3 years. It replaces any previous winter service agreements between DfI Roads and the Council.
23. Either DfI Roads or the Council may seek amendments to the Memorandum at any time.
24. Subject to the consent of both DfI Roads 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 ----- Council. Signed on behalf of DfI Roads.

Date:

Date:

APPENDIX ONE

FOOTWAYS AND PEDESTRIAN AREA

ICE AND SNOW CLEARANCE – PRIORITY 1 / PRIORITY 2

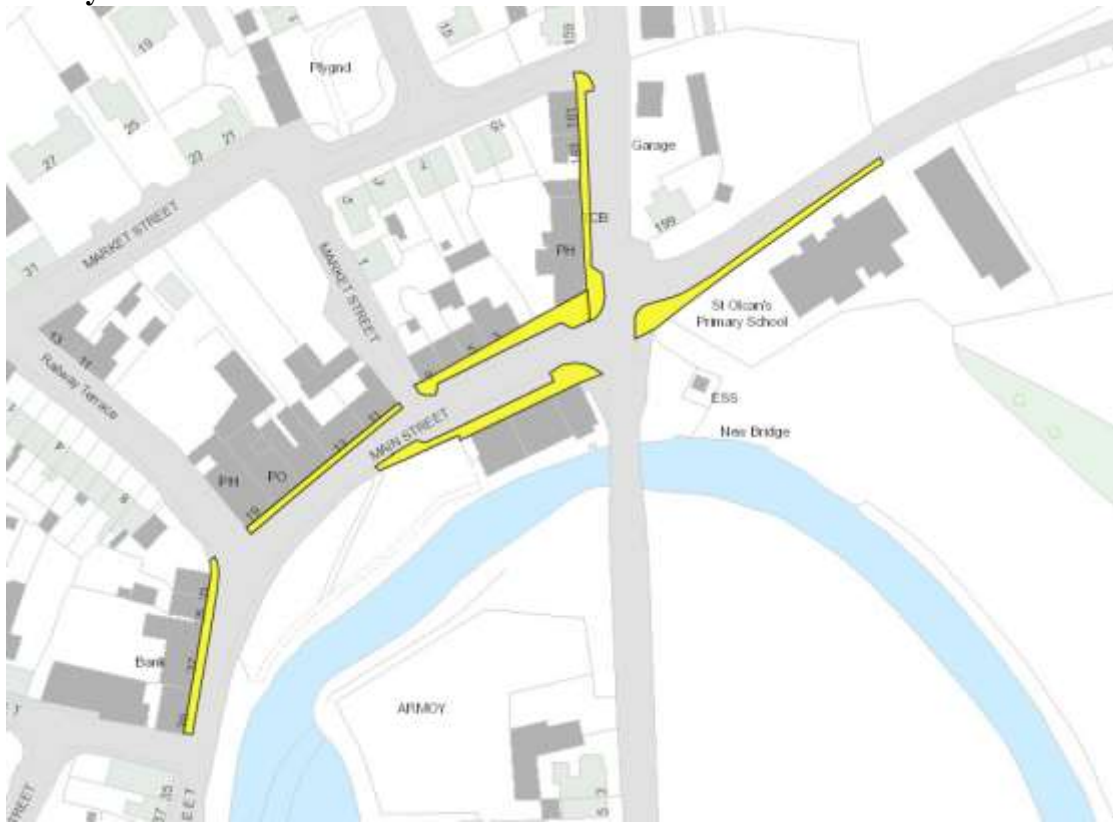
ROAD	EXTENT	OTHER COMMENTS
<u>Coleraine (priority 1)</u> Church St Kingsgate St The Diamond Bridge St Railway Rd New Row Queen St Bellhouse Lane Park St Abbey St Stone Row Society St	All All All All Railway Crossing to Lodge Rd Stable Lane to Church St All All All Stable Lane to Diamond Stable Lane to Diamond Car Pk Access to Church St	DFI Roads to grit through Pedestrian Zone. CCGBC to clear frontages
<u>Coleraine (priority 2)</u> Brook St Longcommons Waterside	Circular Rd to Longcommons Church St to Car Park Circular Rd to Captain St	
<u>Portrush (priority 2)</u> Main St Lower Main St Eglinton St	All All Train Stn to Main St	
<u>Portstewart (priority 2)</u> The Promenade The Diamond	Diamond to Harbour Strand Rd to Crescent	
<u>Garvagh (priority 2)</u> Main St	Clock to Primary School	
<u>Kilrea (priority 2)</u> Maghera St The Diamond	New Rd to Diamond All	
<u>Castlerock (priority 2)</u> Sea Rd Main St	Main St to Sea Court Sea Rd to Shops extent	

<p><u>Ballycastle (priority 1)</u> Castle St Clare St Moyle Rd Market St Fairhill St The Diamond Ann St Ann St footways Quay Rd North St</p> <p><u>Bushmills (priority 2)</u> Main St</p> <p><u>Cushendall (priority 1)</u> Mill St Shore St Bridge St Coast Rd Dalriada Av</p> <p><u>Armoyn (priority 2)</u> Hillside Rd Glenshesk Rd Main St</p> <p><u>Cushendun (priority 2)</u> Main St</p> <p><u>Waterfoot (priority 2)</u> Main St</p> <p><u>Limavady (priority 1)</u> Catherine St Linenhall St Main St Market St Connell St Irish Green St</p> <p><u>Ballykelly (priority 2)</u> Main St</p> <p><u>Dungiven (priority 1)</u> Main St</p>	<p>Leyland Rd to The Diamond Castle St to Market St Market ST to C&P School The Diamond to Moyle Rd The Diamond to Mill St Fairhill St to Ann St The Diamond to Rathlin Rd Ann St to Ann St Car Pk Rathlin Rd to North St Quay Rd to Strandview Rd</p> <p>Hamill Tce to No1 Main St</p> <p>Ent. to Car Pk to Bridge St Bridge St to 24 Shore St Mill St to Ballyeamon Rd Ballyeamon Rd to Dalriada Av Coast Rd to Prospect Court</p> <p>Market St to Main St Hillside Rd to Primary Sch Hillside Rd to New Row</p> <p>Knocknacarry Rd to Bay Rd</p> <p>Coast Rd to Ossian's Avenue</p> <p>Roe Mill Rd to Irish Green St All Linenhall St to Ballyclose St Pedestrian zone All Connell St to Catherine St</p> <p>Walworth Rd to Oakdene Crescent</p> <p>Drumrane Rd to Glenroe Pk</p>	<p>Both sides unless otherwise stated Western side only</p> <p>Northern side only Western side only</p> <p>2no. Eastern side only</p> <p>Northern side only Northern side only</p> <p>Western side only Eastern side only</p> <p>Eastern side only</p> <p>Western side only</p>
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Appendix One lists the footways to be treated in priority order

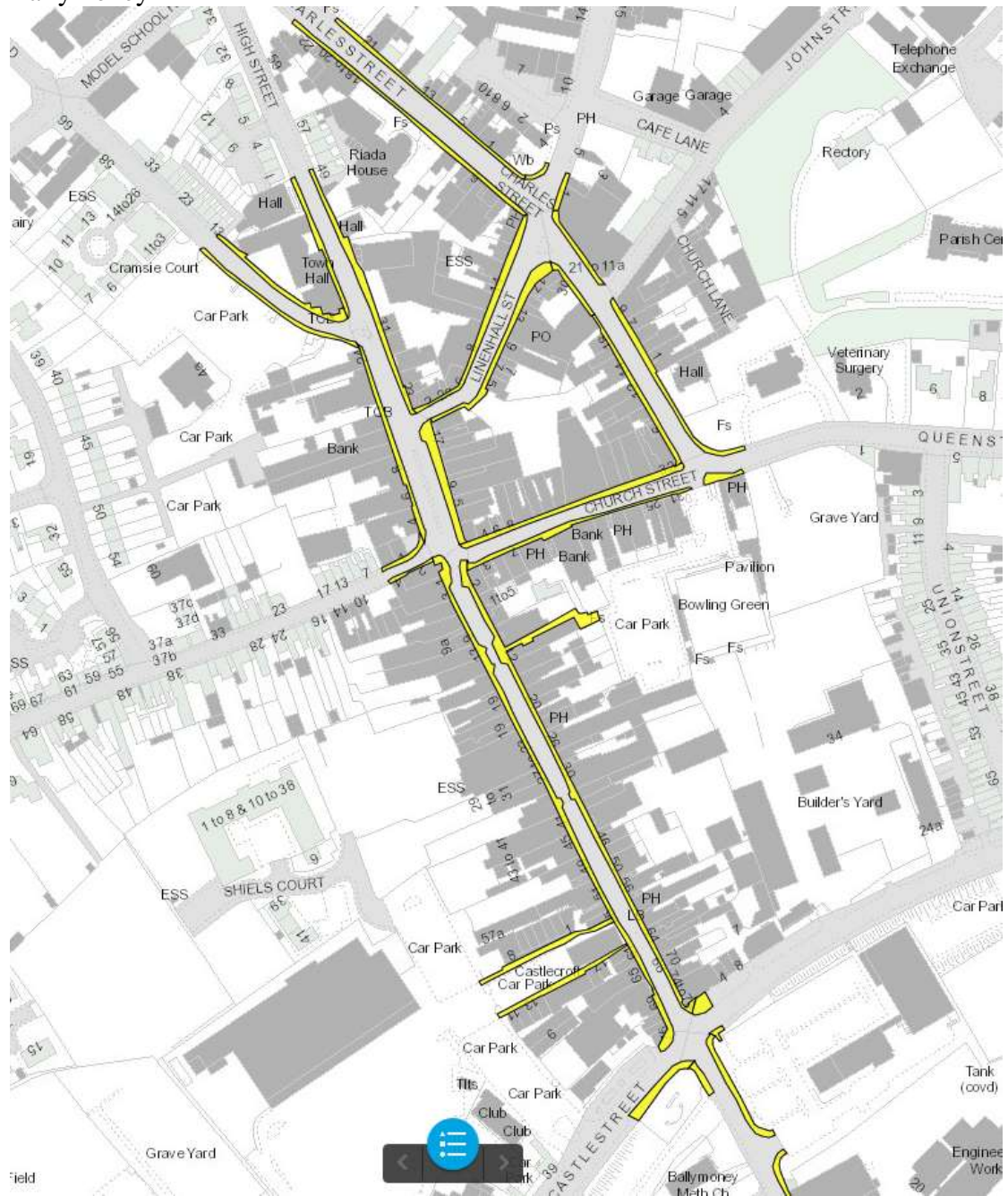
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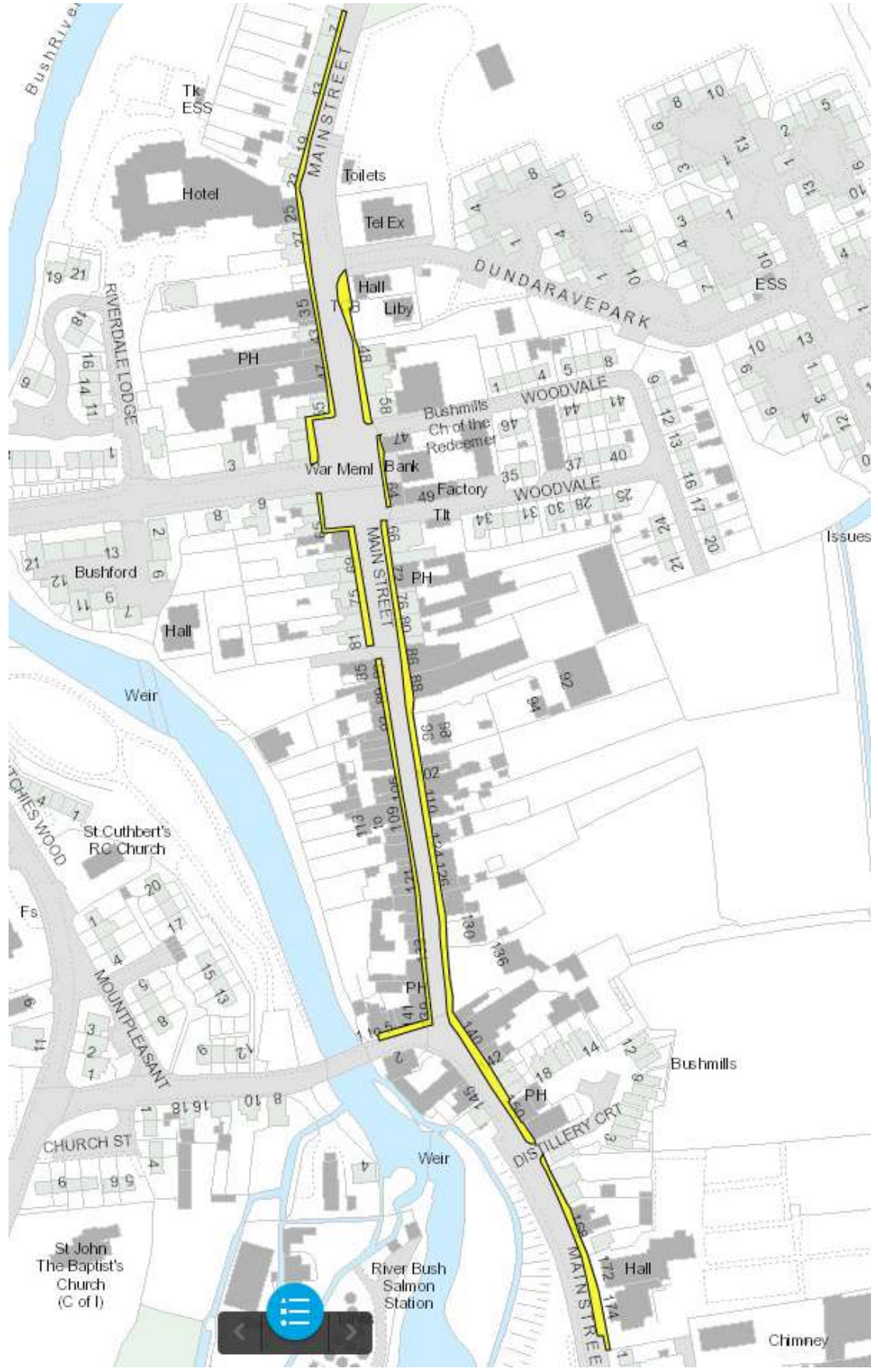
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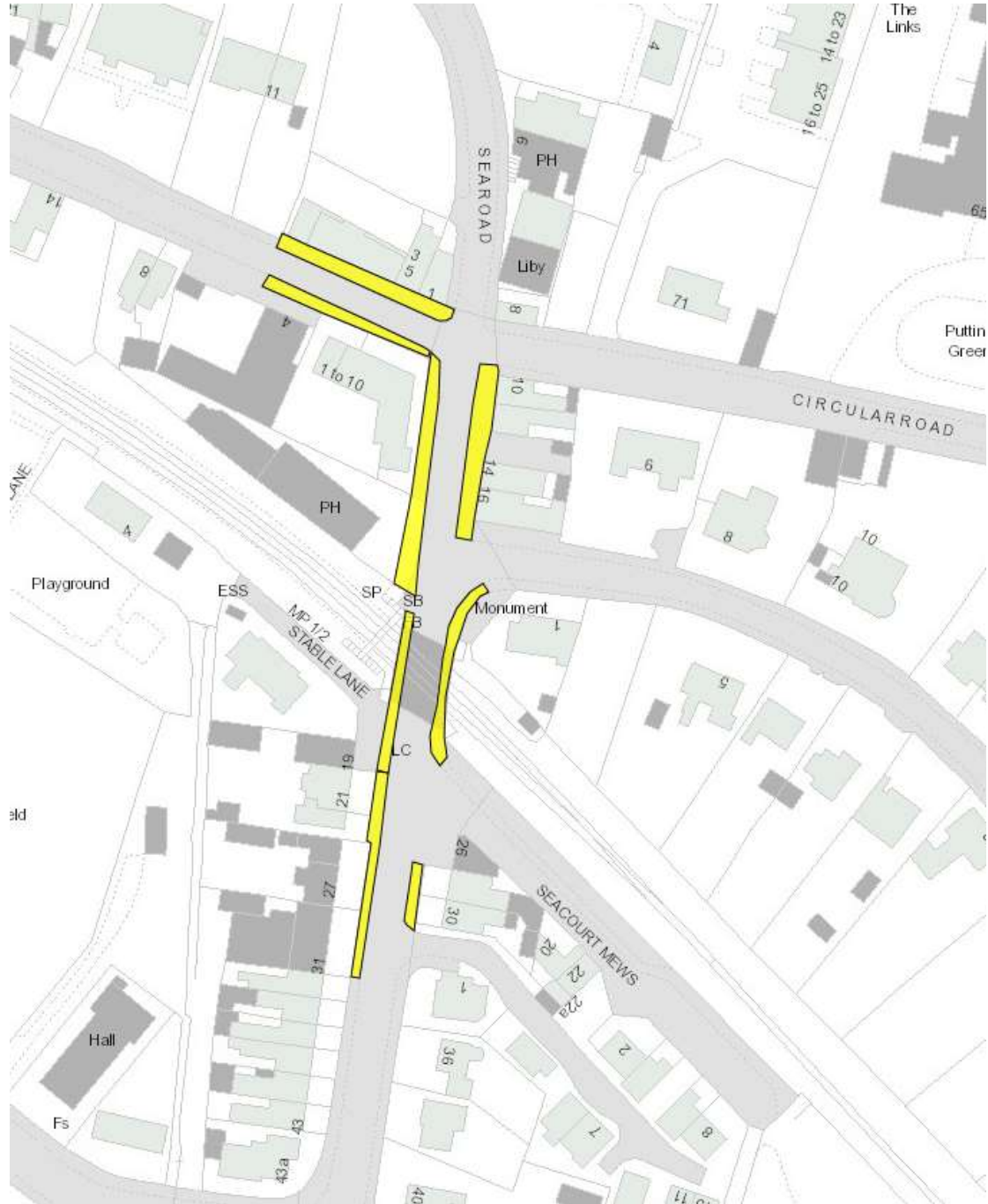
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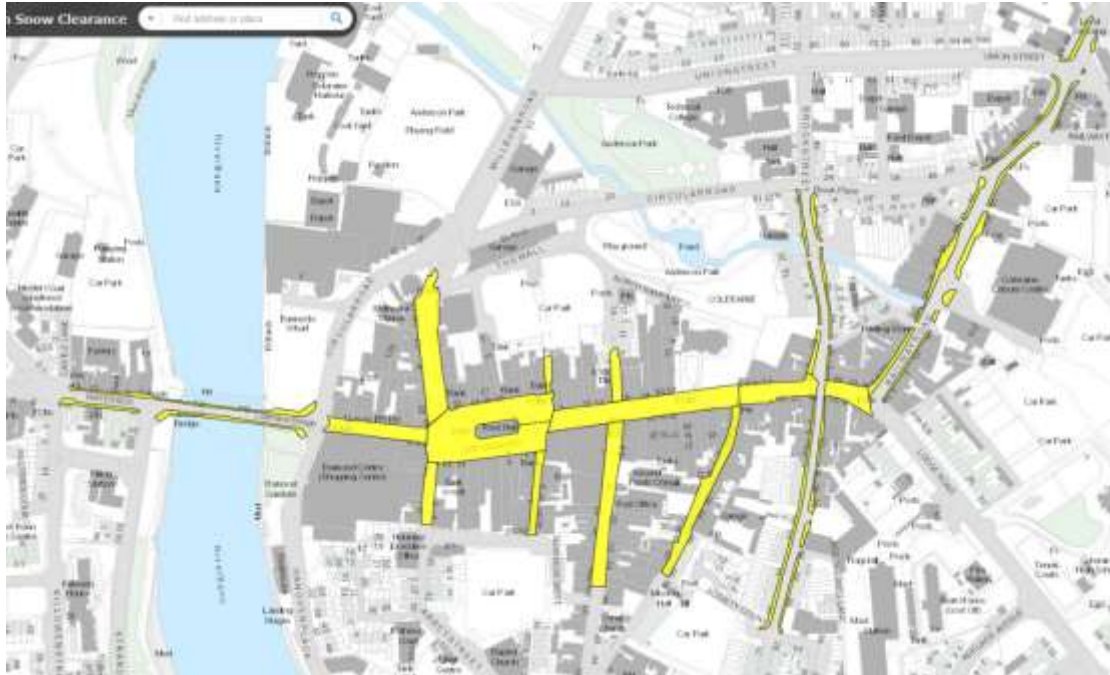
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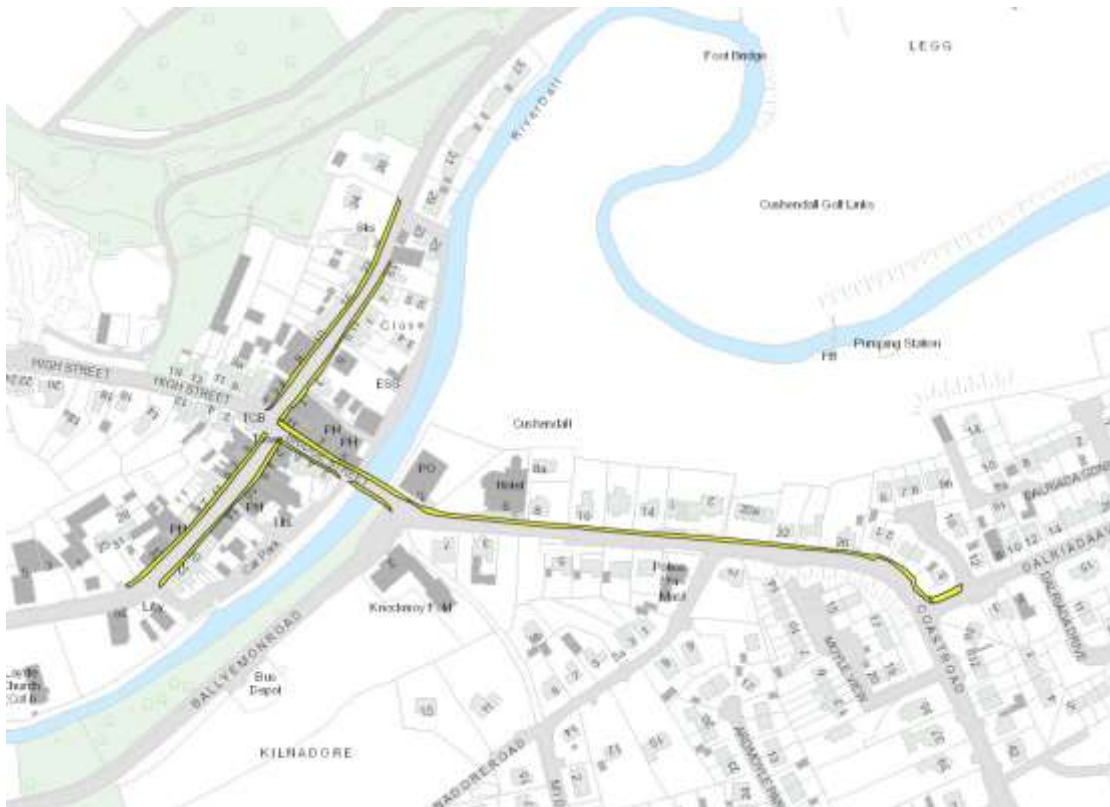
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Coleraine



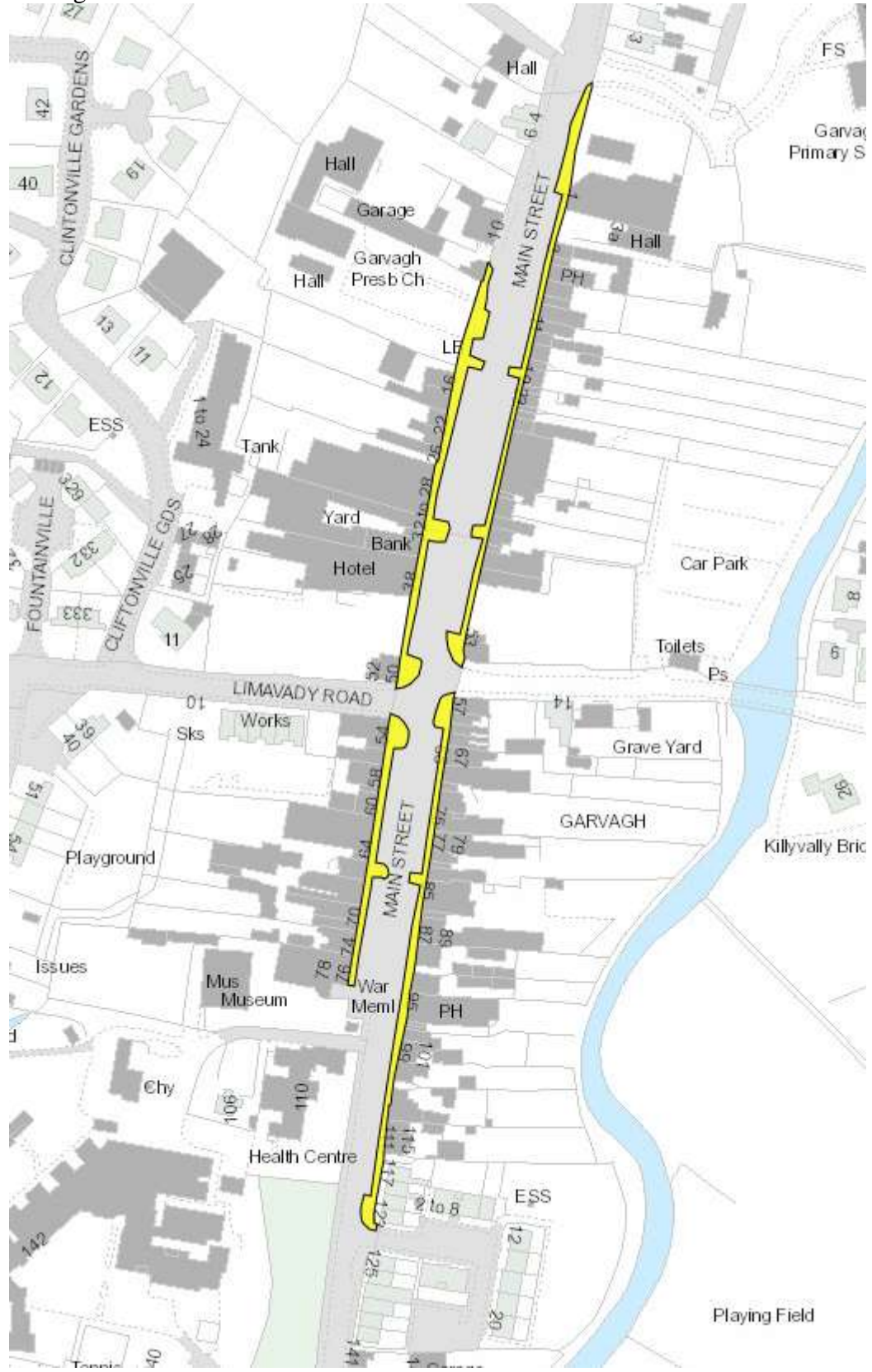
Cushendall



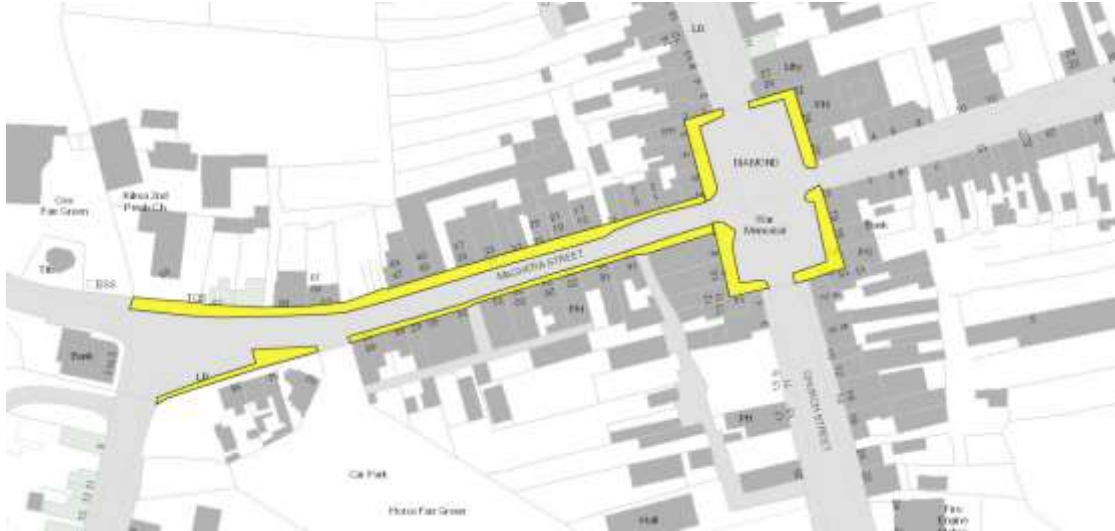
Cushendun



Garvagh



Kilrea



Portrush



Portstewart



Waterfoot

