

SHROPSHIRE COUNCIL

and

.....
LOCAL COUNCIL

**MINOR HIGHWAY AND
ENVIRONMENTAL MAINTENANCE
GRANT

AGREEMENT**

**Shropshire Council
The Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND**

THIS AGREEMENT is made on the

Day

Month

Year

BETWEEN SHROPSHIRE COUNCIL of the one part and the

..... Local Council
of the other part.

1) INTERPRETATION

In this Agreement the following expressions shall have the following meanings:

- 1.1 “The Council” shall mean the Shropshire Council.
- “The LOCAL” shall mean the
.....
Local Council.
- “Environmental Maintenance” shall comprise the particular minor highway maintenance and environmental maintenance work with typical examples specified in the Schedule, Part 2.
- “Applicable area” shall comprise the locations specified in the Schedule, Part 1.
- “Undertaker” shall mean any person or body who has a statutory right to work or place apparatus in the highway or has been given a licence to do so.
- “Financial Year” shall mean from 1 April in any year to 31 March in the next year.

2) PURPOSE OF AGREEMENT

- 2.1 The Council as the Local Highway and Litter Authority is desirous of certain minor highway and environmental maintenance work being carried out by the Local Council to meet the requirements of both the Council and the Local Council.
- 2.2 The Local Council are desirous of carrying out certain minor highway and environmental maintenance work within their Local Council area.
- 2.3 This Agreement is entered to provide the terms under which that highway and environmental maintenance works shall be carried out through the powers of the Council and the Local Council to do so under Section 101 Local Government Act 1972 and all other enabling powers.

3) DURATION OF THIS AGREEMENT

3.1 This Agreement shall commence on the first of Day
..... Month Year and shall continue until either
party gives notice under the Agreement to determine it.

3.2 Both the Council and the Local Council shall have the right to determine
this Agreement on giving three months' written notice to the other party,
and outstanding sums owed by either party to the other shall be paid to
that party within 7 days of termination of the Agreement.

4) HIGHWAY AND ENVIRONMENTAL MAINTENANCE

4.1 The Local Council shall with due care carry out to arrange to carry out and
complying with the materials and standards approved by the Council:

- a) The minor highway and environmental maintenance works on
the highways and other amenity areas of the nature specified
in a format similar to Schedule Part 2, and or,
- b) Any other agreed minor work.

4.2 The Local Council shall comply with Health and Safety at Work legislation
at all times in carrying out highway and environmental maintenance.

4.3 The Local Council in carrying out the highway and environmental
maintenance shall not impede the passageway of vehicles except to the
extent that it is necessary to do so and shall safeguard the passage of
pedestrians and shall use signs and cones when necessary for the
guidance and protection of the public and to comply with the standards of
the Council including any code of practice issued by the Council to the
Local Council.

4.4 The Local Council shall liaise with the Council's Senior Highways Manager
who shall be responsible for informing the Undertaker to avoid conflicts
between different work being carried out on the public highway.

5) INDEMNITY AND INSURANCE

5.1 The Local Council shall indemnify the Council against claims where they
are legally liable arising out of the highway and environmental
maintenance undertaken or to be undertaken by the Local Council under
this Agreement except to the extent that the claim arose out of the act or
omission of the Council.

5.2 The Local Council shall maintain an insurance policy with a reputable
insurance company to provide cover against any claim arising out of the
indemnity in the previous clause (5.1) to a minimum level of cover of
£5,000,000.

6) APPLICATION AND BUSINESS CASE

6.1 The Local Council shall provide, with their application for the grant, the following information:-

- a) A description and schedule of the works to be undertaken together with details of any appropriate specifications.
- b) A frequency schedule for the works.
- c) A schedule of indicative costs for the works.
- d) Contact details.

(See Annex A)

7) ANNUAL REVIEW

7.1 The Local Council shall provide an annual review to Shropshire Council. The review should summarise the works undertaken during the year, the costs for undertaking the works and any other pertinent or relevant information.

(See Annex B)

8) PAYMENT

8.1 The Council shall notify the Local Council of the level of grant for each financial year for the highway and environmental maintenance prior to the start of that financial year.

8.2 The Council shall normally make any payment of the grant in April following certification of work by the Local Council and any checking by the Council of the work carried out.

9) COUNTY SUPERVISION AND GUIDANCE

9.1 The Council shall provide guidance on the highway and environmental maintenance work and the manner in which it shall be carried out as necessary.

9.2 The Council shall on occasions inspect the highway and environmental maintenance works and give supervisory advice, if necessary.

10) VARIATION

10.1 The Council and the Local Council reserve the right at any time to agree to vary the terms of this Agreement.

SCHEDULE

PART 1

The highway and environmental maintenance works covered by the Agreement are all contained within the following local area:-

Ford Parish Council

Note: No works will be allowed on trunk roads as these roads are the responsibility of the Highways Agency.

PART 2

HIGHWAY MAINTENANCE

Tasks	Nature of Work
1) General Maintenance	<ul style="list-style-type: none">◆ Tidy up and strim small grassed areas which are not included in the grass mowing programme◆ Control weeds at the rear of footways around lamp posts and signs or in channels. Removal of Ragwort from highway verges.◆ Cut down grass and weeds at the base of visibility fences on bends and at junctions.◆ Carry out periodic painting of visibility fences, hand railings and possibly milestones etc. <p>Other.</p>
2) Drainage	<ul style="list-style-type: none">◆ Carry out minor sweeping and clearance of debris discharged onto the highway after rainstorms.◆ Clear leaves and debris from the tops of gully grids, drainage grips and gateway crossings.◆ Clear vegetation at the entrances and exits of culverts under the highway.◆ Other
3) Traffic Signs	<ul style="list-style-type: none">◆ Straighten up and clean traffic signs, reflector posts and bollards.◆ Remove any tree and hedge growth obstructing warning signs and directions signs.◆ Other

ENVIRONMENTAL MAINTENANCE

Tasks	Nature of Work
4) Environmental Maintenance	<ul style="list-style-type: none">◆ Litter picking◆ Graffiti removal◆ Mowing/strimming and maintenance of amenity open spaces etc.◆ Street sweeping◆ Cleaning/maintenance of public toilets◆ Maintenance of street furniture◆ Maintenance of play areas◆ Maintenance of closed church yards◆ Other

SIGNED as a DEED

BY.....
(Authorised signatory on behalf of Shropshire Council)

and by... *R Turner*

(Authorised signatory on behalf of Ford Parish Council)

PARISH COUNCIL INVOLVEMENT IN HIGHWAY MAINTENANCE

USE OF VOLUNTEERS

The following guidelines are suggested for the Local Councils who are considering using volunteers.

- ◆ They must be over 15 years old.
- ◆ Young persons should only be asked to carry out light duties.
- ◆ Heavy lifting and strenuous manual tasks must be avoided.
- ◆ The emphasis should be to undertake light manual tasks that minimise the risk of injury to the people carrying them out.
- ◆ They should not normally be engaged on tasks requiring them to use powered tools. If the use of powered tools is considered essential then suitable training must be given.

GUIDELINES FOR PEOPLE WORKING ON THE PUBLIC HIGHWAY

- 1) Never assume there are no dangers when working on the public highway

Some examples of potential dangers are:

- Holes and ditches which can be obscured by vegetation.
- Broken glass bottles etc.
- Drivers not paying due care and attention.
- Sharp metals edges, particularly on damaged road signs.

- 2) A person working on the public highway must take reasonable care for the health and safety of himself.
- 3) Each person must take reasonable care for health and safety of other persons who may be affected by his or her acts or omissions at work on the public highway.
- 4) A person should ensure as far as is reasonably practicable, safety and absence of risks to health, in connection with the use, handling, storage and transportation of articles and substances.
- 5) If a person has any doubts about their safety they must not undertake the work until further advice or training has been given from a suitably qualified person.
- 6) A person working on the road or edge of road which forms part of a public highway must wear a high reflectivity jacket and erect suitable warning signs before commencing work. Such signs should be placed 75 metres each side of the work area and be clearly visible to drivers.
- 7) A person working on the verge which forms part of a public highway must wear a high visibility jacket. Suitable warning signs may need to be erected if the person is working close to the edge of the road. Such signs should be placed 75 metres each side of the work area and be clearly visible to drivers.

Annex A

BUSINESS CASE

1. Please provide a description and a schedule of the works to be undertaken:

The works fall under the following headings of the environmental maintenance grant activities:

- ◆ Mowing/strimming and maintenance of amenity open spaces etc.
- ◆ Maintenance of street furniture
- ◆ Maintenance of play areas

For 2016/17, the specific works planned are:

1. Ford Recreation Ground – grounds maintenance
2. Play area inspections and associated maintenance
3. Street light maintenance – annual check and maintenance as required

2. Please provide details on the frequency of the works:

1. Grass cutting during growing season and ad hoc grounds maintenance as needed
2. Safety inspections and maintenance of play equipment
3. Street light maintenance – annually and maintain as required

3. Please provide a schedule of indicative costs for the works:

Indicative costs:

1. Grounds maintenance– £1000
2. Play area equipment inspections/maintenance - £1000
3. Street light maintenance - £200

TOTAL = £2200

4. Please provide contact details:

Mrs Rebecca Turner, Clerk to Ford Parish Council. c/o The Old Police House, Nesscliffe, Shrewsbury, SY4 1DB, fordparishcouncil@outlook.com, 01743 741611

Annex B

ANNUAL REVIEW

1. Please confirm details of the works undertaken during the year:
2. Please confirm details of the costs for undertaking the works:
3. Please provide any other relevant information/comments: