

APP 4

Executive's Office	
07 DEC 2010	
Referred to:	
Mr. Gannon	Deputy Serv
Mr. [unclear]	Bus Serv
Mr. [unclear]	Highway
Mr. [unclear]	Other
HEN 28/12	

**Eastern Division**

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Being Dealt With By: K Hutton

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Your Ref:

Our Ref:

Date: 6 December 2010

Mr Peter McNaney  
Chief Executive  
Belfast City Council  
City Hall  
BELFAST  
BT1 5GS

Dear Mr McNaney

**Proposals for Partnering Arrangements for the Removal of Snow and Ice from Town Centre Footways and Pedestrian Areas**

You will be aware that following the prolonged periods of freezing temperatures around Christmas 2009 and the start of the new year, Mr Conor Murphy, the Minister for Regional Development, asked the Chief Executive of Roads Service to revisit an earlier agreement with NILGA in relation to partnering arrangements for the removal of snow and ice from town centre footways and pedestrian areas. The earlier agreement followed a review of Winter Service which was endorsed by the Assembly and which recommended that in periods of prolonged lying snow, Roads Service should, where possible, enlist the help of other agencies like district councils to help clear busy town centre footways of snow and ice. This was seen as particularly relevant at times when council services such as cleansing were suspended.

Since last winter, Roads Service has been negotiating with the Northern Ireland Local Government Association (NILGA) and an amended model agreement developed. The main change is that the indemnity offered to Councils in the original agreement can now be extended to private sector organisations acting as the Council's sub-contractor or agent.

Regrettably the partnering arrangements for the removal of snow and ice from town centre footways, outlined in the new model agreement, have not been endorsed by NILGA but Roads Service would still like to offer councils the opportunity to sign up to this agreement for the coming winter.

The purpose of this letter is to see if a local agreement with your District Council for snow clearance can now be reached and I enclose for your consideration the model agreement, covering this proposed partnering arrangement. I do hope your Council will see this as a sensible and pragmatic way forward and will give it favourable consideration for the benefit of the people in your area.



An Agency within the Department for

**Regional  
Development**

www.drdsni.gov.uk



INVEST FOR IN PEOPLE

I look forward to hearing from you in the near future and if you require clarification on any aspect of the proposed arrangements please do not hesitate to call.

Yours sincerely



**K V HUTTON**  
Divisional Road Manager



**Dated this \_\_\_\_\_ day of \_\_\_\_\_**

**DEPARTMENT FOR REGIONAL DEVELOPMENT**

**With**

**BELFAST CITY COUNCIL**

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**AGREEMENT**

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**THIS AGREEMENT** made on the            day of            between

**THE DEPARTMENT FOR REGIONAL DEVELOPMENT** herein called

'the Department' and **BELFAST CITY COUNCIL** herein called 'the Council'

**SCOPE OF THE AGREEMENT**

**WHEREAS:**

1. By virtue of Article 9 of the Roads (NI) Order 1993 the Department is empowered to take such steps as it considers reasonable and practicable to prevent snow or ice interfering with the safe passage of persons using a road and for that purpose may enter into agency arrangements with any persons for the treatment of roads affected by snow and ice.
2. 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.
3. The Department is desirous of entering into an arrangement with the Council whereby during extreme conditions following heavy snow falls or prolonged freezing the Council will assist the Department with ice and snow removal from footways and pedestrian areas and the treatment of such areas affected by snow or ice by the provision of labour, material, and vehicles which in the opinion of the Council is necessary to effect such works (hereinafter called 'the Works'). The Works shall be undertaken and provided by the Council during the period commencing on the 1 November of a year and ending on 31 March the following year (hereinafter called "the Works Term").
4. Both the Department and the Council have finite financial resources. This constrains their respective abilities to undertake all of the Works. For this reason it has been agreed that the Council may delegate their responsibilities



under this Agreement in whole or in part to businesses and trading organisations within their council areas, which are willing to undertake the Works (hereinafter called "Trading Organisation Agents").

5. The Trading Organisation Agents, who undertake any of the Works, shall act as agents of the Council, which shall be responsible to the Department, as principal, for their acts and omissions and shall indemnify the Department in accordance with the provisions of clause 9.
6. The Works shall be undertaken and provided by the Council during the period commencing on 1 November of a year and ending on 31 March the following year (hereinafter called "the Works Term").
7. The Department shall require as a prerequisite of the Council entering into such agreement a risk assessment carried out by them to assess and diminish such risks to which their employees and the employees of the Trading Organisation Agents would be exposed and also as to the capability and competence of their participating Trading Organisation Agents.

**NOW IT IS HEREBY AGREED** as follows:-

1. (1) In consideration of the Council undertaking the Works in accordance with this agreement during the Works Term the Department shall on the signing of this agreement pay to the Council an annual Service Fee of £4,937.93, such Service Fee being in accordance with the Service Fee scale currently in force and as agreed between the Department and the Northern Ireland Local Government Association.  
  
(2) Where the Council is only able to undertake the Works for part of the Work Term payment of the Service Fee shall be reduced and the reduction shall be calculated on a pro-rata monthly basis.

(3) Where the Council has undertaken the Works for the Works Term or part thereof and subsequently is unable to provide the Works for the agreed whole or part Works Term the Council shall refund to the Department the relevant monthly portion of the Service Fee in respect of any month during which the Council is unable to undertake the Works.

(4) For the purpose of clarification of the monthly calculation the undertaking of the Works by the Council for part only of a month shall be deemed to constitute one whole month and the pro rata rate for 1 month's service shall be one fifth of the annual Service Fee.

2. Subject to clause 5 the Council shall during extreme conditions following heavy snowfalls or prolonged freezing assist the Department with the works for the footways and pedestrian areas set out in Appendix I as in the opinion of the Department is necessary.
3. The works shall be carried out by the Council only on receipt of a request from the Department and in circumstances when it is practicable for the Council to respond. The Council shall on such receipt inform the Department immediately whether it is practicable in the opinion of the Council.
4. A request by the Department for assistance with the Works should be made in writing by the Department's Section Engineer to the Council's nominated representative.
5. It shall be the discretion of the Council to provide assistance with the works and to inform the Department accordingly. The Council shall fully inform the Department as to how the Works are to be undertaken and shall specifically confirm whether the Works or any part of them are to be undertaken by either their employees and/or their Trading Organisation Agents.

6. The Department shall provide any salt free of charge.
7. The Council shall only respond to requests for assistance with the Works during the normal operational hours of its street cleansing workforce ie Monday to Saturday 0800 to 1600 hours.
8. The Council shall provide sufficient supervisory staff for the personnel employed to carry out the Works. Personnel here means both their employees and contractors and also the employees or contractors of any involved Trading Organisation Agents. The Council will work in close liaison with the Department's Roads Service Section Engineer's staff in order to maximise efforts and co-ordinate the deployment of the Department's Roads Service and the Council's workforce, which may comprise both the employees and contractors of both the Council and their Trading Organisation Agents.
9. (1) The Council shall subject to the provisions in clause 9 (4) and subject to the exceptions set out in clause 9 (2) indemnify and keep indemnified the Department against all losses and claims in respect of
  - (a) injuries to any of the Council's or Trading Organisation Agent's servants or agents or damage to any of the equipment or other property of the Council or its servants or agents
  - (b) death of or injury to any person and
  - (c) loss of or damage to any propertywhich may arise out of or in consequence of the execution of the Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- (2) The exceptions referred to in clause 9 (1) which are the responsibility of the Department are:-



(a) death of or injury to persons or loss of or damage to property resulting from any act, neglect or breach of statutory duty done or committed by the Department, its servants or agents or other contractors (not being employed by the council) or for or in respect of any claim, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto and

(b) any allegations or particulars of claim pleaded in proceedings challenges to the reasonableness of the Department's gritting policy and, specifically, any decision to request the assistance of the Council under clause 3.

(3) The Department shall subject to clause 9 (4) indemnify the Council against all claims, demands, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the exceptions in clause 9 (2).

(4) The respective liability of the Council and the Department to indemnify each other under clause 9 (1) and clause 9 (3) shall be reduced in proportion to the extent that the act or neglect of either party, its servants, agents or contractors may have contributed to the said death, injury, loss or damage.

10. Either party to this agreement may propose any amendment to any clause for agreement by the other party or to terminate the agreement and shall, subject to the agreement of the other party, do so by serving 3 months written notice of any proposed amendment to any clause or, as the case may be, the notice of intention to terminate the agreement.





**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**

**APPENDIX TWO**

**LOCATION OF STREET CLEANSING / REFUSE COLLECTION  
PERSONNEL**

<b>DEPOT</b>	<b>NO. OF PERSONNEL</b>

**Appendix Two lists the dispersal of available workforce**

