# **GENERAL PUBLIC SERVICES AND COMMUNITY SAFETY COMMITTEE**

# **8 MARCH 2018**

# **PART I - DELEGATED**

# **10a. PROPOSED ADDITIONS TO HIGHWAY AGENCY AGREEMENTS**

(DCES)

# **1. Summary**

## 1.1 This report proposes that the District Council enters into a new agency agreement with Hertfordshire County Council (HCC) to:

## enable the District Council to manage grass cutting on selected areas of highway verge, particularly roundabouts (in exchange for permission to place advertising on those areas);

## to transfer the responsibility for killing highway weeds from the County Council to the District Council.

## to empower the District Council to carry out minor changes to the physical layout of highways that are adopted by the County Council (such as dropping kerbs, placing signs and bollards, or hardening verges), as well as potentially empowering the District Council to introduce different types of legal order to enhance its Parking Agency Agreement.

## 1.2 The proposals for weed control are based on cost recovery with an additional 5% management fee. The opportunity to advertise on HCC roundabouts in the future could potentially result in increased income to TRDC whilst the ability for the Council to carry out minor highway works would negate the need for formal approval from the HCC with a cost saving per application.

## 1.3 The report is brought before this Committee due to the immediate requirement to determine the responsibility for weed control in TRDC from 1 April 2018. Any agreement on weed control would then be captured in a letter to be sent to HCC, prior to the formal agreement of the Highways Agency Agreement. Part of the proposals involves enabling TRDC to advertise on HCC roundabouts and to carry out minor highways works. However, at this stage HCC would be agreeing they are elements of work TRDC could undertake with the final details and negotiation to form part of the Highways Agency Agreement, which would be presented to other relevant Committees as and when appropriate.

# **2. Details**

## 2.1 The current general proposal is for a letter to be sent to HCC to agree the principle via a revised version of the current Highways Agency Agreement for Parking Management and this will be agreed with HCC. This overall agreement is still under negotiation as to the detail to go into a specification and would be put to other committees as appropriate, but it is strongly based on existing agreements by HCC with other districts, which we understand are working well. This report is necessary because this committee has an overview of weed control on public roads. If the committee agrees that this can be progressed, a form of contract will be entered into with HCC by way of letter and basic specification ahead of the full agency agreement. This is necessary as HCC wishes to hand the weed control remit to TRDC before the next financial year, as the first weed treatment must be administered in April.

## *Weed Control*

## 2.2 The responsibility for highway weed control rests with Hertfordshire County Council but is carried out by every other Hertfordshire district because it is important to enable them to carry out their street cleansing duties. Historically this formed part of the more general ‘verge maintenance’ category of highway agency agreements. All Districts have a range of agency agreements with HCC enabling them to carry out such functions as Parking Management, Verge Maintenance and Highway Enhancement. One concern has been raised by officers and is set out in section 2.5 below.

## 2.3 Responsibility for weed control was a function for which TRDC acted as managing agent on behalf of Hertfordshire County Council until 2015 when a meeting of this Committee determined that the function should be handed back to HCC as it was considered that the level of funding allocated by HCC was inadequate.

## 2.4 Officers have secured agreement from HCC that the standard verge management agreement (which sets a Countywide specification for weed treatment that is used by all the other districts) will include budget for an additional third treatment. HCC Officers confirmed that: *“budget provision has been made for an additional third weed treatment if necessary. Additional funding will be allocated to enable an extra treatment of highway weeds*.”

## 2.5 This means that TRDC would be able to carry out two treatments with a third treatment for which HCC has guaranteed that a budget has been allocated. The use of this additional budget is however subject to agreement by HCC that the third treatment is “necessary” based on the effects of the weather on weed growth. This decision is made in consultation with a District Officers Group. Generally, treatments are preferred at the start of the growing season and at the end of the season but the weed treatment regime under the former Highways Partnership between District and County required three treatments. Three treatments are considered adequate by District Officers to address the likely effects of weed growth. The final wording of the letter as a precursor to the agreement, which must require HCC to contribute £63,000 to cover three treatments, would be determined as set out in the recommendations by Officers in consultation with the relevant Lead Members.

## 2.6 The Committee should note that this work is essential to the effectiveness of the District Council’s street cleansing regime; that District Council Officers consider that it has not been effectively carried out since the County Council took back this service in 2015; and that the County Council is keen for all the districts to carry out this service because it is an important local service that they are better placed to deliver.

## 2.7 If the proposal is agreed the arrangement would commence from 1 April 2018 until further notice. The new agency arrangement will be monitored by both parties and reviewed at the end of the common weed treatment season in October 2018. Following such review either HCC or TRDC may terminate the arrangement in relation to the common weed control service by giving one month’s written notice of its intention to terminate within the next financial year 18/19. The Highways Agency Agreement extends this period of notice but this Agreement would be presented to the relevant Committee in advance of its approval.

## 2.8 Roundabout and grass verge advertising and maintenance

## 2.9 The details of this proposal have been presented in the past to the Policy and Resources Committee, as this formed part of the wider project to introduce advertising on TRDC assets.

## 2.10 The proposed agency agreement would empower the district to take on maintenance of specific locations (usually roundabouts). These locations have not yet been formally agreed and would be assessed on a case-by-case basis to ensure that the income from any advertising revenue adequately covered any expenditure on maintenance and generated a ‘profit’.

## 2.11 For clarity, the committee should note that no part of the proposed agency agreements commits the District Council to maintain any highway verge or other part of the highway that is adopted by Hertfordshire County Council as highway maintainable at public expense.

## *2.12 Minor Highway Improvements*

## 2.13 This includes powers (but not obligations) to deliver small improvements to highways, primarily to facilitate district parking and cycling schemes which require amendments such as dropped kerbs, verge hardening or signage, or road markings. These would all be carried out by agreement on a case-by-case basis with Hertfordshire County Council, as any proposal could have a range of impacts on public roads that could affect any of a number of different HCC Highways interests (such as road safety or traffic flow and congestion effects) for which HCC is responsible.

## 2.14 The benefit of this to the District Council is that it would be able to deliver a range of schemes affecting its land where it is adjacent to a highway, or on highway where it has a specific scheme such as a parking control scheme, at the same time as its own schemes, at a significant saving of cost and time compared with the current legal requirement for these works, which is for a specific agreement under section 278 of the Highways Act. This has been used over the last year at a cost of over £5,000 per application, for the approval alone.

# **3. Options/Reasons for Recommendation**

## 3.1 This is necessary to enable the District Council to start its minor works (without the standard high fees) and highway advertising proposals; and to enable the effective treatment of weeds to start this year.

# **4. Policy/Budget Reference and Implications**

## 4.1 There are no policy or budget implications to this recommendation.

## **5. Financial Implications**

## 5.1There are no financial implications because the powers for highway works and verge maintenance on advertising sites are effectively optional for the District Council; and there is no budget required for weed treatment which will be recharged to HCC. Invoices to HCC will be issued immediately following the District paying the supplier.

# **6. Legal Implications**

## 6.1 As the powers for highway works and roundabout maintenance on advertising sites are effectively optional for the District Council, there are no implications for these. A framework contract for roundabout advertising exists but is not an obligation for TRDC to contract in respect of roundabouts in its own district. This would require a further contract known as a “Call Off” to be entered and TRDC is therefore free to enter into such contract as it wishes in connection with this advertising, subject of course to the consent of the owner, HCC.

## 6.2 HCC as the land owner in respect of highways is responsible under the Weeds Act 1959 for the clearance of “Injurious Weeds”.

# **7. Equal Opportunities Implications**

## **7.1 Relevance Test**

|  |  |
| --- | --- |
| Has a relevance test been completed for Equality Impact? | No |
| It is not considered necessary for this function. |  |

# **8. Staffing Implications**

## 8.1 This would be taken as part of TRDC normal everyday work except in respect of Weed Control. That function would be outsourced and Officers have sought advice in respect of costs to procure this. The HCC funding includes a 5% management fee to cover TRDC work to manage this function.

# **9. Environmental Implications**

## 9.1 The implication would be that the local environment would be enhanced as the District Council is better placed to provide an effective service in respect of both verge maintenance and weed control. District schemes affecting the highway would be enhanced by the potential to improve elements on highway.

# 10. Community Safety Implications, Public Health Implications,

## 10.1 None specific.

# **11. Communication and Website Implications**

## 11.1 The District Council’s responsibilities for highway weed control will be set out on the website, under *Transport and Streets,* whether or not a decision is taken to take this on.

# **12. Customer Services Centre Implications**

## 12.1 This is expected to be minimal as most customer contact relating to the weed control would be likely to be directed to HCC.

# **13. Risk Management and Health & Safety Implications**

## 13.1 The Council has agreed its risk management strategy which can be found on the website at http://www.threerivers.gov.uk. In addition, the risks of the proposals in the report have also been assessed against the Council’s duties under Health and Safety legislation relating to employees, visitors and persons affected by our operations. The risk management implications of this report are detailed below.

## 13.2 The subject of this report is covered by the Environmental Protection service plan. Any risks resulting from this report will be included in the risk register and, if necessary, managed within this plan.

## 13.3 The following table gives the risks if the recommendations are agreed, together with a scored assessment of their impact and likelihood:

|  |  |  |  |
| --- | --- | --- | --- |
| Description of Risk | | Impact | Likelihood |
| 1 | More complaints to TRDC | II | D |

The following table gives the risks that would exist if the recommendation is rejected, together with a scored assessment of their impact and likelihood:

If adequate repayment terms are not agreed by HCC, TRDC will not agree to take on the service through the current letter process, and as a result this is not considered to be risk.

## 13.4 The following table gives the risks if the recommendations are rejected, together with a scored assessment of their impact and likelihood:

|  |  |  |  |
| --- | --- | --- | --- |
| Description of Risk | | Impact | Likelihood |
| 2 | District highway related programme continues at higher cost | III | A |
| 3 | District unable to implement highway advertising proposals | II | A |

The above risks are plotted on the matrix below depending on the scored assessments of impact and likelihood, detailed definitions of which are included in the risk management strategy. The Council has determined its aversion to risk and is prepared to tolerate risks where the combination of impact and Of the Of1

## 13.5 Of the risks detailed above none is already managed within a service plan.

## 13.6 The above risks are plotted on the matrix below depending on the scored assessments of impact and likelihood, detailed definitions of which are included in the risk management strategy. The Council has determined its aversion to risk and is prepared to tolerate risks where the combination of impact and likelihood are plotted in the shaded area of the matrix. The remaining risks require a treatment plan.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Likelihood** | A |  | 3 | 2 |  |  | Impact | Likelihood |
| B |  |  |  |  |  | V = Catastrophic | A = >98% |
| C |  |  |  |  |  | IV = Critical | B = 75% - 97% |
| D |  | 1 |  |  |  | III = Significant | C = 50% - 74% |
| E |  |  |  |  |  | II = Marginal | D = 25% - 49% |
| F |  |  |  |  |  | I = Negligible | E = 3% - 24% |
|  | I | II | III | IV | V |  | F = <2% |
| **Impact** | | | | | |  |  |

## 13.7 In the officers’ opinion, none of the new risks above were they to come about would seriously prejudice the achievement of the Strategic Plan and are therefore operational risks. The effectiveness of treatment plans are reviewed by the Audit Committee annually.

# **14. Recommendation**

## 14.1 That the Committee agree that a letter be agreed with HCC ahead of a full agency agreement for the functions set out in Section 2 above.

## 14.2 That the Committee delegate authority to the Director, DCES, to finalise the wording of the letter in agreement with the relevant Lead Members.

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**Data Quality**

Data sources: None.

|  |  |  |
| --- | --- | --- |
| 1 | Poor |  |
| 2 | Sufficient | X |
| 3 | High |  |

**Background Papers**

HIGHWAYS WEEDSPRAYING REPORT - GENERAL PUBLIC SERVICES AND COMMUNITY SAFETY COMMITTEE (12 NOVEMBER 2015)