COMMUNITY ROAD WARDEN SCHEME

AGREEMENT

between

DEVON COUNTY COUNCIL

(Devon Highways)

and

IDE TOWN/PARISH COUNCIL

Issue & Amendment Record

Version	Amendment	Authorised	Date
1.1	Original text to legal agreement	Draft Only	Apr 15
1.2	Amendments to text to take account of comments made by Devon County Councils legal department:- Clauses 1.1, 1.2, 1.3, 2.3.1 & 3	P Brunt	May 15
1.3	Text amendments to front cover and Clauses 2.1, 2.2 & 2.3	P Brunt	May 15
1.4	Text amendments in relation to reducing the number of qualifying signatures in Clauses 3.1 & 3.2 and text change to Item 5 in Annex1.	P Brunt	Jan 16
2.0		V Gough	Oct 16
2.1	Wildlife verge management added	V Gough	Oct 16
2.2	Minor text changes; branding applied to header	V Gough	Nov 16
2.3	References to Community Enhancement Fund removed as agreed by project board. To be covered in a separate document.	V Gough	Nov 16
2.4	Comments to 2.3 embodied	V Gough	Nov 16
2.5	Indemnity section added	V Gough	Dec 16
2.6		V Gough	Jan 17
2.7	Indemnity section replaced	V Gough	Jan 17
2.8	Incorporated changes from DW	V Gough	Jan 17
3.0		V Gough	Feb 17
3.1	Amendment to wording of Clause 5.2 made following consultation	C Van-Huysse	Aug 19

1. INTRODUCTION

1.1 The purpose of this agreement is to enable the town / parish council to undertake agreed works on or affecting the public highway subject to the terms of this agreement.

1.2 Devon County Council, as the highway authority, has a duty to uphold and protect the rights of the public to use and enjoy all highways for which it is responsible.

1.3 Devon County Council, as the highway authority, remains bound by statute (ref. Highways Act 1980) to maintain the highway network[1] in a safe condition. The County Council sets out in its policies the level of service it will provide to discharge its duty to maintain.

2. TERMS of the AGREEMENT

The following terms apply:-

2.1 Devon County Council commits to:-

- Train community volunteers in Chapter 8 of the Traffic Signs Manual.
- Provide access to a selection of tools and signs.
- Provide public liability insurance (but no other forms of insurance) with regard to any works done by the volunteers provided that:
    - the work is done in accordance with Devon Highways' guidelines (method statements) and
    - any necessary traffic management signs are deployed by a Chapter 8 qualified person.

2.2 The town / parish council shall nominate one or more Road Wardens who shall provide a point of contact with Devon Highways and shall:-

- Plan and prioritise the intended work
- Liaise with their Neighbourhood Highway Officer (NHO) to avoid any clashes with work planned by Devon Highways, to arrange the loan of equipment (if needed) and to seek advice and assistance as appropriate
- Produce a written risk assessment for each piece of work

[1] The public highway network includes all roads, footpaths and verges for which the highways authority has responsibility.

- Arrange for the collection, safe storage and return of any equipment loaned from Devon Highways

- Ensure that defects that meet the intervention criteria stated in the Highway Safety Policy are referred to Devon Highways for assessment as and when they are identified

- Ensure that a suitably qualified person places and removes any traffic management signs in accordance with Chapter 8 of the Traffic Signs Manual

3. Scope of Works

Under the terms of this Agreement the following range of work may be undertaken:-

3.1 Weed Clearance – the removal of excess weed growth from footpaths and footways.

3.2 Sign Cleaning – the cleaning of non-regulatory or non-mandatory signs such as village name plates, directional signs, information signs and street name plates.

3.3 Cleaning around Gullies – the removal of accumulated soil and debris from around gully frames and gratings.

3.4 Small Drainage Works – the removal of vegetation and debris from water channels, buddle holes and small ditches.

3.5 Grass Cutting – the cutting of grass verges and banks.

3.6 Finger Post Repairs – the maintenance, replacement and repair of finger posts.

3.7 Hedge Cutting – cutting of general hedge growth on roadside banks and verges.

3.8 Filling Potholes – but not potholes that meet the intervention criteria stated in the Highway Safety Policy

3.9 Wildlife Verge Management – the active management of verges to support native wildlife

3.10 Collect highway information – to record the location of drainage features or other highway features.

3.11 Other works – as agreed with the NHO

The Road Warden may also act as the Community Highway Champion to:

- help people access information published by Devon County Council,
- help people use online reporting tools developed by Devon County Council,
- liaise on behalf of the community with neighbours to get them to discharge their responsibilities, for example for trimming back vegetation.

4 Conditions

The following conditions apply:-

4.1 No works will be undertaken on the public highway that would change the layout of the highway in terms of the road surface level, road alignment, ironwork, drainage, street lighting or signage.

4.2 No machinery or equipment, such as brush cutters, strimmers, chain saws sprayers etc., shall be used on the public highway without proof of competency of the operative along with current certification and traffic management in place as appropriate.

5. Insurance

5.1 Provided the Town / parish council carries out works in accordance with this agreement then any accidental damage to third party property or injury to a third party will be covered by Devon County Council's Public Liability Insurance.

5.2 In the event that the Town / parish council carries out works that are outside this agreement then the Town / parish council will be liable for any third party injury or damage to property. In those circumstances the PC will indemnify Devon County Council against any claims where the Parish Council is legally liable made against it, or any payments made by Devon County Council in consequence.

5.3 Devon County Council will not be liable for any damage to property belonging to or injury to any person employed by or working on behalf of the Town / parish council, whether in a volunteering capacity or otherwise in carrying out works within the scope of this agreement.

5.4 The Town / parish council agrees to take out and maintain insurance cover with an insurer reasonably acceptable to Devon County Council on terms that are sufficient to indemnify Devon County Council and will allow Devon County Council to inspect the insurance certificate at will.

9th February 2017

6 Signatures

This Agreement between Devon County Council and Ide Council only relates to those activities undertaken in accordance with the Community Road Warden Scheme and by its volunteers.

6.1 Signed and dated on behalf of Devon County Council by:

Name (print) _____

Signature _____

Position/Role _____

Date _____

6.2 Signed and dated on behalf of Ide Council by:

Name (print) _____

Signature _____

Position/Role _____

Date _____