

DATED .....2007

WORCESTERSHIRE COUNTY COUNCIL

and

..... PARISH COUNCIL

**PARISH LENGTHSMAN SCHEME**

**ANNUAL AGREEMENT FOR THE UNDERTAKING OF MINOR  
HIGHWAY MAINTENANCE WORKS**

## **1. Purpose of the agreement**

1. The purpose of this agreement is to improve the standard of highway services provided to the public through closer working relationships between Worcestershire and Parish/Town councils within the terms of/with reference to the Councils Charter in Worcestershire

## **2. General**

This agreement:

1. shall last for a term of one year from the date of the agreement
2. shall be renewable each year by mutual consent
3. is entered into by virtue of Section 101 of The Local Government Act 1972, section 19 of the Local Government Act 2000 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2000
4. authorises the Parish Council to employ a person or to appoint a contractor to undertake minor highway maintenance works within the relevant Parish as listed in Schedule 1
5. permits the lengthsman to carry out minor highway maintenance work as outlined in Schedule 1 on all highways in the relevant parish except for:
  - i. motorways; and
  - ii. trunk roads; and
  - iii. 'A' and 'B' class roads where the maximum speed limit is 40 miles per hour or more AND the maintenance work would entail entry onto the carriageway itself

## **3. Worcestershire County Council**

Worcestershire County Council shall:

1. reimburse the Parish Council's costs associated with the employment of a person or appointment of a contractor to a maximum of a mutually agreed sum
2. indemnify the Parish Council against all claims arising out of the negligence of Worcestershire County Council, its servants or agents, in connection with work under this agreement

3. provide employees with appropriate personal protective equipment, temporary traffic signs and hand tools. Contractors appointed by the Parish Council will be expected to provide such equipment

#### **4. Worcestershire County Council Lengthsman Scheme Coordinator (“the Coordinator”)**

1. The employment of any person / appointment of any contractor undertaking work on this scheme will be approved by the Coordinator
2. Prior to commencement the Coordinator will arrange for appropriate basic training on the hazards of working in the highway, health & safety, temporary traffic management requirements and the standards of work to be achieved
3. No work involving excavation or high reach equipment will be carried out without the prior approval of the Coordinator

#### **5. The Parish Council**

The Parish Council shall:

1. indemnify Worcestershire County Council against all claims arising out of the negligence of the Parish Council, its servants or agents, in connection with work under this agreement
2. maintain public liability insurance with a minimum indemnity of £5,000,000 (Five Million Pounds Only)
3. be responsible for the supervision and standards of the work carried out as contained within the Schedule 1
4. submit a monthly account for payment briefly detailing the locations and type of work carried out
5. ensure that the lengthsman has attended the necessary training session as outlined in Schedule 2 before the lengthsman shall be permitted to carry out any of the tasks outlined in Schedule 1
6. the Parish Council are encouraged to sign the Councils’ Charter if they have not already done so

## **6. The Clerk to the Parish Council**

The Clerk to the Parish Council shall:

1. act as liaison officer in order to advise the Coordinator of any issues which require investigation or action by the County
2. complete the questionnaire in schedule 3
3. be entitled to claim back any reasonable administrative expenses incurred by the Parish Council in connection with running the lengthsman scheme or any activities incidental to it. Any such claim shall be submitted to the County Council on a monthly basis at the same time as any claim for work carried out by the lengthsman. Any such expenses will be reimbursed from the overall annual sum allotted to the relevant lengthsman scheme

## **Schedule 1**

### **Work Schedule**

- Clear gully grates
- Dig out blocked gullies
- Clear verge grips
- Clear headwalls
- Rod blocked drains if practical
- Advise landowners and frontagers when their ditches need cleaning. Notify the Coordinator when unsuccessful
- In especially difficult circumstances clear ditches – only with prior agreement of the Coordinator
- Clean dirty signs (except illuminated signs)
- Remove vegetation obstructing signs
- Side out footways to normal width and spread arisings on verge where possible
- Negotiate with frontagers for them to cut back overhanging vegetation. Notify the Coordinator when unsuccessful
- Other work with specific approval of the Coordinator

## Schedule 2

### Training Schedule

- The lengthsman must have attended “12D – installing, maintaining and removing temporary traffic management on rural and urban roads” before being allowed to undertake any of the works outlined in Schedule 1 above
- Any lengthsman who has already carried out this training session shall not required to carry it out again
- The training courses shall be run by Worcestershire County Council

## Schedule 3

### Questionnaire

1	Name of Lengthsman	
2	Lengthsman telephone number	
3	Lengthsman e-mail (if available)	
4	Please indicate whether Lengthsman engaged under Contract for Services or Contract of Employment	

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HIGHWAY MAINTENANCE WORKS**

Signed \_\_\_\_\_

\_\_\_\_\_

for and on behalf of Worcestershire County Council

Signed \_\_\_\_\_

Clerk to \_\_\_\_\_ Parish Council