

**DRAFT BASELINE AGREEMENT FOR THE PROVISION OF STANDARD SERVICES**

**Dated**

**[to be inserted]**

**Carmarthenshire County Council (the “Council”)**

**And**

**Ymlaen Llanelli Ltd.  
(the “BID Company”)**

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## **Baseline Agreement for the Provision of Standard Services**

**Dated** [to be inserted]

### **Between**

- 1) NAME OF THE COUNCIL Carmarthenshire County Council and
- (2) NAME OF THE BID COMPANY Ymlaen Llanelli [registered as a company limited by guarantee in England and Wales]

### **Recitals**

- A The Council is the local authority for the purposes of the Local Government Act 2003 and is responsible for providing the Standard Services within the BID Area
- B The BID Company is responsible for the management and operation of the BID and for achieving the objectives and aspirations set out in the BID Business Plan
- C The purpose of this Deed of Agreement is to set out for the avoidance of doubt
  - i) the Standard Services provided by the Council within the BID area
  - ii) the benchmark levels against which the provision of the Standard Services will be measured so as to ensure that whenever the BID Company wishes to provide any additional/complementary services these services are not services which the Council should be providing pursuant to their existing statutory duties and
  - iii) the mechanism for the continued monitoring and review of the Standard Services

**It is agreed:**

## **1 Definitions**

**Ballot Result Date** means the date upon which a successful ballot result has been declared in favour of putting in place the BID Arrangements.

**Baseline Agreement** sets out for the avoidance of doubt

- i) the Standard Services provided by the Council within the BID area
- ii) the benchmark levels against which the provision of the Standard Services will be measured so as to ensure that whenever the BID Company wishes to provide any additional/complementary services these services are not services which the Council should be providing pursuant to their existing statutory duties and
- iii) the mechanism for the continued monitoring and review of the Standard Services.

**BID** means the Business Improvement District which is managed and operated by the BID Company and has the meaning given in the Regulations

**BID Area** means that area within which the BID operates as shown in Schedule 1

**BID Arrangements** has the meaning given by section 41 of the Local Government Act 2003

**BID Business Plan** means the plan voted for by the BID Levy Payers which sets out the objectives of the BID and is known as the BID Proposal

**BID Levy** means the charge levied and collected within the BID pursuant to the Regulations

**BID Levy Payers** means the non-domestic rate payers liable for paying the BID Levy

**BID Proposal** means the plan voted for by the BID Levy Payers in a ballot which sets out the objectives of the BID and identifies the various projects which will be undertaken using funds raised by the BID Levy and/or Voluntary Contributions to achieve those

objectives and 'Renewal Proposals' has the same meaning save that 'ballot' shall be replaced with 'renewal ballot' and 'Alteration Proposals' has the same meaning save that 'ballot' shall be replaced with 'alteration ballot'

**BID Term** means 1<sup>st</sup> April 2021 to 31<sup>st</sup> March 2026

**Complementary Service(s)** means those services secured or procured by the BID Company from the Council or other third party provider in addition to the Standard Services

**Complementary Services Agreement(s)** means an agreement entered into between the Council and the BID Company or such further agreements as may be entered into by the BID Company for the provision of the Complementary Services

**Complementary Service Provider** means the provider of a Complementary Service

**Designated Officer** means the officer appointed by the Council to liaise directly with the BID on issues relating to the performance of the Standard Services and any Complementary Services provided by the Council

**Financial Year** means the financial year for the BID Company which runs from 1<sup>st</sup> April to 31<sup>st</sup> March

**Operating Agreement** means the agreement to be entered into between the Council and the BID Company which sets out various procedures for the collection, monitoring and enforcement of the BID Levy

**Performance Notice** means a notice served by the BID Company which:

- (a) identifies the Standard Service to which the notice relates;
- (b) states how the Standard Service is not being provided in accordance with this Agreement; and
- (c) requests that the Council liaise directly with the provider or contractor responsible for carrying out the Standard Service as soon as practicable for the purposes of securing compliance with this Agreement.

**Protocols** means the informal procedures to be agreed by the Council and the BID Company the purpose of which is to assist in the provision of the Standard Services

**Regulations** means the Business Improvement Districts (Wales) Regulations 2005 and such amendments to those regulations which may be made by the National Assembly for Wales pursuant to Section 48 of the Local Government Act 2003 (from time to time)

**Services Review Panel** means the panel comprising officer representatives from the Council and the BID Company

**Standard Services** means the services provided by the Council within the BID Area as set out in Schedule 2

**Voluntary Contribution(s)** means any contributions or funds paid or made available to the BID Company which do not form part of the BID Levy.

## **2 Statutory Authorities**

2.1 This Agreement is made pursuant to Section 2 of the Local Government Act 2000, Part IV of the Local Government Act 2003, the Business Improvement Districts (Wales) Regulations 2005, Section 111 of the Local Government Act 1972 and all other enabling powers.

## **3 Commencement**

3.1 This Agreement shall commence on 1<sup>st</sup> April 2021 and continue until 31<sup>st</sup> March 2026 subject to earlier termination or extension by mutual consent as hereinafter provided

3.2 This Agreement shall determine and cease to be of any further effect in the event that:

- (a) the BID Company fails to secure approval of the Proposals, Renewal Proposals or Alteration Proposals in a ballot, renewal ballot, alteration ballot or rebalot;
- (b) the Welsh Ministers declare void a BID ballot, renewal ballot, alteration ballot or rebalot;
- (c) the Council exercises its veto pursuant to Section 51(2) of the Local Government Act 2003 and paragraph 12 of the Business Improvement District (Wales) Regulations 2005 and there is no successful appeal against the veto;
- (d) the BID Term expires save where the BID Company secures approval of Renewal Proposals in a renewal ballot or Alteration Proposals in an alteration

ballot or Proposals in a rebalot in which event this Agreement shall continue until the expiry of the BID Term set out in the Renewal Proposals, Alteration Proposals or the Proposals set out in the rebalot provided, in relation to Renewal Proposals and Alteration Proposals, the Council and the BID Company both consent to such continuation;

- (e) the Council exercises its discretion to terminate the BID Arrangements in exercise of its powers under Regulation 18 of the Regulations; and
- (f) the Council terminates this Agreement pursuant to clause 9 of this Agreement.

#### **4 The BID Company's Obligations**

- 4.1 The BID Company agrees that it will provide the Council with any information the Council may reasonably require in relation to the carrying out of the Complementary Services.
- 4.2 In the event that the BID Company intends to change the Complementary Services the BID Company shall serve notice on the Council for the purposes of arranging a meeting of the Services Review Panel and at such a meeting the BID Company shall consult with the Council in respect of the intended change to the Complementary Services.
- 4.3 The BID Company agrees that it will apply for and obtain all necessary, consents, Permissions and licences necessary for the activities it undertakes and shall at all times comply with the requirements of such consents, permissions and licences as are in force from time to time.

#### **5 The Council's Obligations**

- 5.1 The Council agrees to the following:
  - (a) to provide the Carmarthenshire County Council Standard Services within the BID Area at its own cost for the duration of the BID term (see schedule 2); and
  - (b) will not to use the BID Levy at any time to either fund or procure the Standard Services.
- 5.2 In the event that the Council is unable to continue to provide all or any part of the Standard Services within the BID Area on account of it being statutorily barred from doing so in respect of any of those Standard Services set out in Schedule 2 or it does



not have sufficient funds to secure the provision of any of those Standard Services set out in Schedule 2 it shall confirm the following to the BID Company:

- (a) identify which part or parts of the Standard Services it is unable to provide;
- (b) provide a detailed explanation of why such identified Standard Service is to be withdrawn; and
- (c) confirm the date upon which the Council will cease to operate the identified Standard Service.

5.3 The Council may provide different Standard Services, delayed Standard Services or no Standard Services in the event that it is not reasonably practicable to provide the Standard Services by reason of the following:

- (a) adverse weather conditions in the BID Area;
- (b) an excessive number of pedestrians in the BID Area which would impede or inhibit the carrying out of the Standard Services;
- (c) restrictions by the Police as to the persons and/or number of persons permitted access in the BID Area;
- (d) a traffic accident or major spillage in the BID Area;
- (e) marches, parades, film and theatre premieres, festivals and visits by VIPs in or affecting the BID Area where such activities directly impede or inhibit the Standard Services from being provided;
- (f) any other reason in the BID Area or affecting the BID Area beyond the control of the Council
- (g) neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous

period of more than six months, either Party may terminate this Agreement immediately by written notice to the other Party.

provided always that the Council shall first and, if possible, provide the BID Company with reasonable notice in the event that the Council intends to provide different Standard Services, delayed Standard Services or no Standard Services as a result of any of the reasons mentioned in this clause and the Council shall, if possible, endeavour to recommence the Standard Service as soon as reasonably practicable to the same standard as it was immediately before the change.

- 5.4 To use reasonable endeavours to liaise with and (where practicable) put in place such partnering arrangements (of a formal or informal nature) with the Complementary Service Provider where the Complementary Services are complementary to or are of a similar nature to the Standard Services and to liaise with the Complementary Service Provider (where appropriate)
- 5.5 To implement such reasonable recommendations in the carrying out or provision of the Standard Services as may be made by the Services Review Panel , insofar as is reasonably practicable and affordable ;
- 5.6 2 months prior to conducting a review/reletting of a contract relating to the Standard Services to notify the BID Company informing it of the timescales for carrying out the review/reletting and update Schedule 2 with new details within 4 weeks of these being agreed
- 5.7 Pursuant to clause 5.6 above to review the provision of the Standard Services as part of the Services Review Panel process and where appropriate and agreed with the BID Company to update Schedule 2 in accordance with the conclusions reached by the Services Review Panel insofar as is reasonably practicable and affordable ;
- 5.8 In the event that the Council intends to change the Standard Services significantly and permanently the Council shall give the BID Company no less than 2 months prior to that change, if possible, and such notice shall include:
  - (a) a description of the part or parts of the Standard Services the Council intends to change;
  - (b) a detailed explanation of why the Council intends to change such Standard Services;

(c) the date on which the Council intends to change the Standard Services.

## **6 Performance Notice**

6.1 The Council shall not remove or change any contractor(s) responsible for providing the Standard Services without first serving no less than 2 months' written notice on the BID Company confirming:

(a) the removal or alteration of such contractor;

(b) the Standard Services which such contractor is responsible for providing; and

(c) the details of the new contractor appointed to provide the Standard Services

PROVIDED THAT this requirement to give prior notice to the BID Company shall not apply in the event of a contract for the provision of any of the Standard Services terminating immediately on the grounds of fundamental breach of contract or insolvency on the part of the contractor

6.2 Upon receipt of a Performance Notice from the BID Company the Designated Officer shall inform the contractor or provider of the Standard Services of the lapse, carry out a review of the performance and the carrying out of the Standard Services by the contractor or provider of the Standard Services and to use their reasonable endeavours to secure the improvement of the Standard Services. The Designated Officer in each case shall consult with the BID Company on the action plan arising from such review to secure such improvements, if possible, and keep the BID Company informed of the Council's actions and progress in carrying out the action plan.

## **7 Licence**

7.1 The BID Company, its agents or Complementary Service Provider shall not enter onto or upon any land within the Council's ownership or the highway for the purposes of the BID Company its agents or Complementary Service Provider carrying out any function or service required or secured (or any ancillary function) for the operation of the BID proposal without first obtaining the Council's licence and consent under Clause 7.2 and complying with all relevant statutory requirements

7.2 The BID Company shall give the Council reasonable notice in writing of its intention to carry out any function or service under Clause 7.1, stating when each such access will be required and the location and nature of the proposed works or services. The Council reserves the right to refuse or reschedule such entry in the event that it considers (acting reasonably) it necessary to do so provided that such refusal shall be given promptly with an explanation and in writing to the BID company. Any such licence or

consent may be given subject to such conditions as the Council may consider reasonably necessary.

## **8 Monitoring and Review**

8.1 The Council and the BID Company shall set up the Services Review Panel within 28 (twenty-eight) days from the date of this Agreement the purpose of which shall be to:

- (a) review and monitor the carrying out of the Standard Services
- (b) make any recommendations required pursuant to clause 5 to the Council and the BID Company
- (c) where appropriate, review and monitor the provision of the Complementary Services and make such recommendations to the BID Company as are appropriate;
- (d) review any Performance Notices served by the BID Company and steps which should be taken to secure the proper carrying out of the Standard Services and to make recommendations to the Council including recommendations for an improvement in performance in the carrying out of the Standard Services and recommendations for the carrying out of the Standard Services in a manner that facilitates the carrying out of Complementary Services.

8.2 Within 28 (twenty-eight) days from the date of this Agreement the parties shall agree the dates when there will be meetings of the Services Review Panel and there shall be at least two such meetings in each Financial Year (throughout the duration of the BID Term) and on all other occasions further meetings of the Services Review Panel shall be arranged by the service of written notice by either party on the other, such notice to be provided no less than 28 (twenty-eight) days prior to the date of the proposed meeting (or less if otherwise agreed or in cases of emergency) and provided further that such meetings can be dispensed with altogether upon the written agreement of the parties.

- 8.3 The Services Review Panel will identify the need for any improvement or alteration to the Standard Services. The Council will in any case formally respond to recommendations from the Service Review Panel within the standard response times, giving reasons for any decision not to implement recommendations in part or in full.

## **9 Joint Obligations**

- 9.1 Both the Council and the BID Company agree:
- (a) for the purposes only of monitoring the Standard Services and the Complementary Services to review and take account of any representations or recommendations made to them by the Services Review Panel and take such action as may be appropriate;
  - (b) to agree appropriate Protocols as may be required in order to assist the carrying out or provision of the Standard Services (and thereafter to review them annually);
  - (c) to operate the Standard Services in accordance with such agreed Protocols.

## **10 Termination**

- 10.1 The Council may terminate this Agreement:
- (a) in the same circumstances in which it may terminate the BID Arrangements under Regulation 18 of the Regulations;
  - (b) in the event that the BID Company commits a serious and irremediable breach of this Agreement; or
  - (c) in the event that the Council terminates the Operating Agreement.

## **11 Confidentiality**

11.1 Both the Council and the BID Company agree to keep confidential and not to divulge to any person without the prior written consent of the other party all information (written or oral) concerning the business affairs of the other nor any information which has been exchanged about the BID Levy Payers or about other third parties which it shall have obtained or received as a result of operating the BID. This obligation shall survive the termination or lapse of the provision of the BID.

## 11.2 **Freedom of Information**

11.2.1 The BID Company acknowledges that the Council is subject to the requirements of FOI legislation and therefore recognises that information relating to this agreement may be the subject of an information request.

11.2.2 Where the Council receives a request for information under either the FOI Legislation in relation to information which it is holding in relation to this agreement, it shall inform the BID company of the request and its response.

11.2.3 The BID Company shall be required to assist the Council in responding to a request for information to the extent that it relates to this agreement.

11.2.4 The Council shall be responsible for determining in their absolute discretion whether any information requested under FOI Legislation:

- (a) Is exempt from disclosure under FOI legislation; and
- (b) Is to be disclosed in response to an information request

11.2.5 The BID Company acknowledges that the Council may be obliged under FOI Legislation to disclose information:

- (a) Without consulting the BID Company where it has not been practicable to achieve such consultation; or
- (b) Following consultation with the BID Company and having taken their views into account.

## 12 **Notices**

12.1 Any notice or other written communication to be served or given to or upon any party to this Deed to the other shall be in writing and shall be sent to the address

provided for above or such substitute address in the UK as may from time to time have been notified by that party upon 7 (seven) days' notice in writing.

- 12.2 A Notice may be served by registered or recorded delivery post and:
- (a) delivered to the Head of Administration and Law of the Council at the above address;
  - (b) delivered to the BID Director of Operations at the BID Company's office address.
  - (c) or by electronic communication (provided that it is in legible form and is capable of being used for subsequent reference) to such addresses

12.3 Any notice served shall be deemed to have been validly served or given at the time when in the ordinary course of business it would have been received.

### **13 Miscellaneous**

13.1 For the avoidance of doubt where any part of this Agreement is incompatible with the Regulations or any other regulations issued pursuant to Part IV of the Local Government Act 2003 then such part shall be struck out and the balance of this Agreement shall remain

13.2 The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed

13.3 For the avoidance of doubt the provisions of this Deed (other than those contained in this Clause) shall not have any effect until this document has been dated

13.4 Where reference is made to a Clause, Part, or Recital such reference (unless the context requires otherwise) is a reference to a clause, part, plan, or recital attached to this Deed

13.5 References to the Council include any successors to its functions as local authority

13.6

References to statutes, bye laws, regulations, orders, delegated legislation shall include any such instrument re-enacting or made pursuant to the same power

- 13.7 The parties may vary or extend the terms of provisions hereof by agreement in writing and signed by a duly authorised officer or representative of each of the parties

#### **14 Exercise of the Council's Powers**

- 14.1 Nothing contained in this Agreement or implied in it shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statute byelaws statutory instruments orders and regulations in the exercise of its functions as a local authority

#### **15 Contracts (Rights of Third Parties)**

- 15.1 The parties do not intend that the provisions of this Agreement may be enforced or varied by any other party pursuant to the Contracts (Rights of Third Parties) Act 1999

#### **16 Relationship between the Parties**

- 16.1 Nothing in this Agreement shall constitute, or be deemed to constitute, any partnership agency or joint venture arrangement as between the Council and the BID Company
- 16.2 The BID Company is not and will not at any time hold itself out as the agent of the Council for any purposes and under no circumstances will the BID Company have the authority to bind the Council or hold itself out as having such authority.
- 16.3 All contracts and agreements entered into or made by the BID Company pursuant to this Agreement will be contracts or agreements as between the BID Company as principal and the respective third parties and the Council will have no obligation or liability under them
- 16.4 Both parties shall indemnify and keep indemnified the other party against all costs claims demands proceedings and liabilities which may be incurred as a result of any act, neglect or default by the indemnifying party, its employees contractors or agents in carrying out their obligations under this Agreement.

#### **17 Dispute Resolution**

- 17.1 If any dispute or difference arises between the Council and the BID Company relating to or arising out of the terms of this Agreement then dispute shall be referred to the Managing Directors or Chief Executive Officers of the Council and the BID Company



or their designated representatives, who will meet in good faith to try and resolve the dispute or difference.

- 17.2 If after 28 days (or such longer period as the parties may agree) the dispute or difference has not been resolved then either of the Parties may give notice that it wishes to attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure 2001 (“the Model Procedure”) or such later edition as may be in force from time to time.
- 17.3 If the Parties do not agree on the identity of the Mediator then either party may request that CEDR appoint one.
- 17.4 The Model Procedure shall be amended to take account of any relevant provisions of this Agreement or any other agreement that the parties may enter into in relation to the conduct of the mediation.
- 17.5 Both Parties shall use their best endeavours to ensure that the Mediation starts within twenty working days of the service of the notice of mediation and to pay the mediator’s fees in equal shares.
- 17.6 Any agreement reached by the parties as a result of mediation shall be binding on the parties, as set out in the Model Procedure, but if the dispute has not been settled by mediation within 10 working days of the mediation starting then either party may commence litigation proceedings (but not before then).
- 17.7 Neither party shall be precluded by this Clause 17 from taking such steps in relation to court proceedings as they may deem necessary or desirable to protect its position, including but not limited to, issuing or otherwise pursuing proceedings to prevent limitation periods from expiring and applying for interim relief.

IN WITNESS whereof the Council has caused its Seal to be affixed and the BID Company has executed this Agreement as a Deed the day and year first before written

The Seal of [THE COUNCIL] was hereunto affixed in the presence of:

Head of Administration & Law

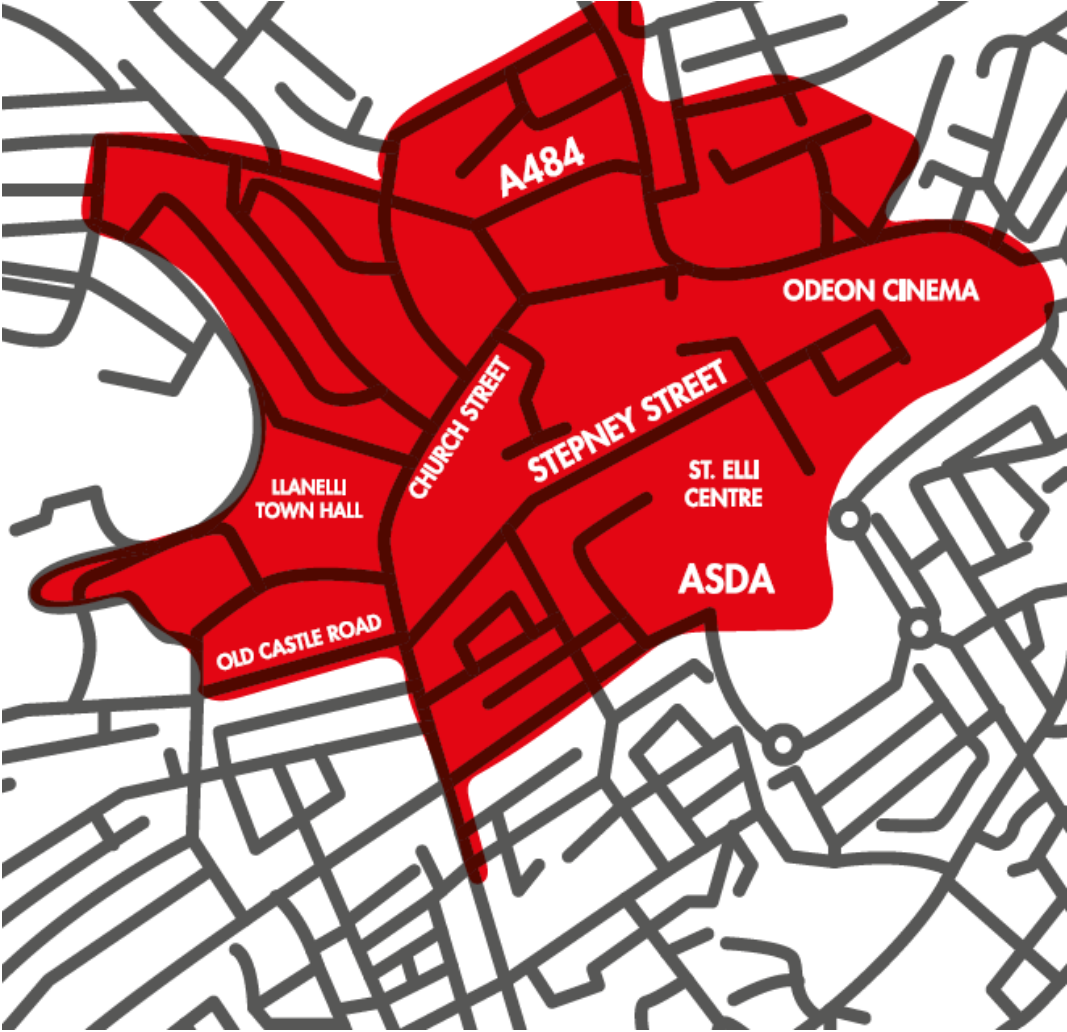
Signed on behalf of [THE BID COMPANY] by:

Authorised Signatory

Authorised

Signatory

Schedule 1- BID area Map



**Schedule 2 Carmarthenshire County Council Standard Baseline Services**  
**2.1 Street Cleansing**

<b>STREET NAME</b>	<b>FREQUENCY OF CLEANSING</b>
Stepney Street	Daily
St Elli Centre	Private
East Gate Leisure Quarter	Daily ( <i>Bus Station &amp; CCC car park</i> )
Vaughan Street	Daily
Cowell Street	Daily
Murray Street	Daily
Station Road	Daily
Bridge Street	Daily
John Street	Daily
Stepney Precinct	Private
Market Precinct	Hourly
The Market	Hourly
Market Street	Daily
Park Street	Daily
Station Road numbers 1-20	Daily
Park Crescent	Twice weekly
Coleshill Terrace	Twice weekly
Coldstream Street	Twice weekly
Town Hall Square	Daily
Vauxhall	Twice weekly
Frederick Street	Daily
Waunlanyrafon	Once a week
Hall Street	5 days a week
Goring Road	Twice weekly
Thomas Street	Twice weekly
Mill Lane	Fortnightly
Swanfield Place	Fortnightly
Crown Parade	Private

### 2.1.2 Street Cleansing Periods

Monday to Thursday ~ 06:00 to 16:00

Friday ~ 06:00 to 15:30

Saturday ~ 05:30 to 10:30

Sunday ~ 06:00 to 11:00

\*specific times are under review and subject to change from April 2021

### 2.2.1 Highway Inspection and Maintenance

STREET NAME	FREQUENCY OF PROGRAMMED HIGHWAY SAFETY INSPECTIONS
Stepney Street	Monthly
St Elli Centre	Private
East Gate Leisure Quarter	Monthly ( <i>Bus Station only</i> )
Vaughan Street	Monthly
Cowell Street	Monthly
Murray Street	Monthly
Station Road	3-Monthly
Bridge Street	Monthly
John Street	Monthly
Stepney Precinct	Private
Market Precinct	n/a
The Market	n/a
Market Street	Monthly
Park Street	Monthly
Station Road numbers 1-20	Monthly
Park Crescent	Twice Yearly
Coleshill Terrace	3-Monthly
Coldstream Street	Twice Yearly
Town Hall Square	Daily
Vauxhall	Twice Yearly
Frederick Street	3-Monthly
Waunlanyrafon	Twice Yearly
Hall Street	Monthly
Goring Road	Twice Yearly
Thomas Street	Monthly
Mill Lane	Twice Yearly
Swanfield Place	Twice Yearly
Crown Parade	Private

### 2.2.2 Reactive Highway Safety Inspections

The authority has a duty to maintain highways maintainable at public expense (as set out in schedule 2.2 above) under Section 41 of the Highways Act 1980.

In addition to programmed safety inspections we will respond to and investigate all reported or identified defects in accordance with the authorities current Code of Practice for Highway

Safety Inspections. The authorities Code of Practice follows the recommendations contained in the National Code of Practice “Well Maintained Highways”.

Response times for reactive inspections will be in accordance with this policy and appropriate to the nature of the defect and location.

### **2.2.3 The defect responses adopted by CCC Waste and Environmental Services will be as follows:**

Identified or reported defects are typically risk assessed taking into account factors such as the type and nature of the defect, location and also the day and time of day. All defects are assigned a defect category in accordance with the authorities current Code of Practice for Highway Safety Inspections.

The response time will be determined by the defect category and appropriate to the nature of the defect.

Intervention levels for defects will be in accordance with the levels set out in the authorities current Code of Practice for Highway Safety Inspections.

## **2.3 Graffiti Removal**

Graffiti affecting the public highway including signs and bus shelters is removed by the Highways Service DLO gangs. Depending on the severity and type of graffiti material used the operatives will utilise specialist chemical products. A towable high pressure ‘Gum Buster’ machine located in the Llanelli highway’s depot can be used by CCC operatives to remove graffiti as necessary.

### **2.3.1 Graffiti on Council Owned or controlled Property**

The authority will remove graffiti on all Council owned property in line with its current standards.

### **2.3.2 Graffiti Private Property**

CCC Waste and Environmental Services do not remove graffiti on private property. However, if the BID wishes to have graffiti removed from private property, then CCC Waste and Environmental Service are happy to be contacted for this provision. There is no fixed rate as each job will need to be considered on a case by case basis. A price will be considered following an initial meeting or survey of the problem. The contact is Gary Baxter, Assistant Engineer 01554 742532.

## **2.4 Chewing Gum removal from adopted highway Paving**

A towable high pressure ‘Gum Buster’ machine located in the Llanelli highway’s and depot is deployed on a needs basis to remove areas of gum deposits in the town centre pedestrianised areas.

## **2.5 Street Lighting Maintenance and Inspection**

### **2.5.1 Inspections and Testing**

Night time lighting patrols are carried out on a 3 week frequency.

Specialist Structural and Electrical column testing is carried out in accordance with the authorities rolling programme.

### **2.5.2 Lighting Defect Responses**

The response time for defects will be determined by the defect type and will be appropriate to the nature of the defect.

Lighting outages identified during patrols or reported to the authority are responded to within a minimum of 10 working days.

Section Faults are treated as urgent and are responded to the next working day.

## **2.6 Christmas Lighting and Trees**

The Street lighting section will liaise with key stakeholders involved in the erection of Christmas Lighting and Trees in order to identify suitable electricity supply.

The Street lighting section will also assess and agree suitable locations for the placing of Christmas Motifs on street lighting apparatus as appropriate.

## **2.7 Surface Water Drainage**

Routine cleansing of highway surface water drainage systems is undertaken once per year. Combined sewer systems maintained by Welsh Water.

## **2.8 Seasonal Leaf Removal**

Removal of leaf fall is undertaken during the autumn period as necessary.

## **2.9 Maintenance of Planters and Hanging Baskets**

Planters are maintained by the Grounds maintenance section

Hanging Baskets are maintained by Llanelli Town Council

## **2.10. Removal of Fly Tipping**

Removal of fly tipping within the public highway is undertaken upon receipt of request or complaint.

## **2.11 Removal of Fly Posting**

### **2.11.1 Fly Posting on Council Owned/ Controlled Property**

Removal of fly posting within the public highway is undertaken upon receipt of request or complaint.

### **2.11.2 Fly Posting on Private Property:**

CCC Waste and Environmental Services do not remove flyposting on private property

### **2.12 Canopy Cleaning:**

Routine cleansing of the canopies is undertaken twice per year.

### **2.13 Footfall cameras:**

Footfall cameras enable accurate data to be collected in terms of visitor numbers in to the town centre. There are three footfall cameras in operation; two of these are located in Stepney Street and the other in Vaughan Street

Carmarthenshire County Council has a contract direct with the supplier, with regard to the operation and maintenance of the footfall cameras.

Carmarthenshire County Council is committed to supplying footfall data for this contract period.

Carmarthenshire County Council currently has a two year contract direct with the supplier, with regard to the supply of information, operation and maintenance of the footfall cameras. This will be shared via reports received from the supplier in pdf format. This will be e-mailed to the BID Manager on a weekly basis, who will be responsible for distributing amongst the BID board at the BID's discretion.

## 2.14 Town Centre events

### CCC Marketing and Media Events

<b>Town Centre Events</b>	<b>Location</b>	<b>Frequency</b>	<b>Organisers</b>
Llanelli Christmas Carnival	Llanelli town centre	Mid November every year	Carmarthenshire County Council, Llanelli Rural Council, Llanelli Round Table and Llanelli Town Council but there is valued input from Llanelli Chamber of Commerce, Dyfed Powys Police, and Showman's Guild of South Wales
Llanelli Christmas lights	Llanelli town centre  There are currently lighting fixtures in Town Hall Gardens, Spring Gardens, Stepney Street, Vaughan Street, Cowell Street, Gelli Onn, and Eastgate Car Park. CCC assess each year the potential for what can be "hung" or "wrapped" in these areas based on the annual assessment CCC pay for	Annually Mid November to mid-January	Carmarthenshire County Council, Llanelli Town Council & Llanelli Rural Council

Alongside organising the above events the Council will continue to:

- Promote the events on social media
- Press Releases on new businesses/any other markets information which is suitable to release as a Press Release
- Look at other advertising opportunities for events



## 2.15 Llanelli Taskforce

The Llanelli Task Force was established by Carmarthenshire County Council in October 2015, to coordinate and deliver Town Centre regeneration, through a public-private partnership.

The purpose of the Llanelli Task Force is:

- A partnership led response to explore the business potential of Llanelli Town Centre.
- To attain an agreed vision for the town centre.
- To set out the opportunities to continue the regeneration of the town centre and further stimulate growth and inward investment.
- To establish the said town centre task force that will provide a governance structure to promote and deliver regeneration.
- To develop a phase 2 masterplan for the town centre providing a vision up to 2030.

These meetings are held bi-monthly unless otherwise agreed by the Task Force Group and regular attendance is expected from the following key partners:

- CCC Leader
- CCC Regeneration/Economic Development
- Llanelli Rural Council
- Llanelli Town Council
- Ymlaen Llanelli
- CCC Housing
- CCC Planning
- CCC Transportation and Highways
- CCC Marketing & Media
- CCC Leisure
- CCC Environment
- Eastgate
- St Elli Centre
- Llanelli Chamber of Trade
- Dyfed Powys Police
- DDAS

Through the Taskforce, CCC agrees to coordinate activity with the Llanelli Business Improvement District (BID) ensuring activity is cross referenced at all times.

CCC agrees to consult with Ymlaen Llanelli on future work and delivery of projects. They will ensure effective communication by involving a representation of Ymlaen Llanelli by the chair and BID manager in all Llanelli Taskforce meetings. The Llanelli Taskforce will also be represented on the Ymlaen Llanelli BID board by Cllr Dole. If this position is to change during the BID term, then CCC will be expected to nominate a new representative in writing for the consideration of the BID board.