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Council Building
2 High Street
Perth
PH1 5PH

22/05/2024

A hybrid meeting of the **Economy and Infrastructure Committee** will be held in the **Council Chamber** on **Wednesday, 29 May 2024** at **09:30**.

If you have any queries please contact Committee Services on (01738) 475000 or email Committee@pkc.gov.uk.

THOMAS GLEN
Chief Executive

Those attending the meeting are requested to ensure that all notifications are silent on their device and other devices are in silent mode.

Please note that the meeting will be broadcast online and recorded. The recording will be publicly available on the Council's website following the meeting.

Members:

Councillor Eric Drysdale (Convener)
Councillor Jack Welch (Vice-Convener)
Councillor Hugh Anderson
Bailie Alasdair Bailey
Councillor Steven Carr
Councillor John Duff
Councillor Angus Forbes
Councillor Ken Harvey
Councillor Noah Khogali
Councillor Grant Laing
Bailie Claire McLaren
Councillor Willie Robertson
Councillor Frank Smith
Councillor Colin Stewart
Bailie Mike Williamson

Economy and Infrastructure Committee

Wednesday, 29 May 2024

AGENDA

MEMBERS ARE REMINDED OF THEIR OBLIGATION TO DECLARE ANY FINANCIAL OR NON-FINANCIAL INTEREST WHICH THEY MAY HAVE IN ANY ITEM ON THIS AGENDA IN ACCORDANCE WITH THE COUNCILLORS' CODE OF CONDUCT.

- 1 WELCOME AND APOLOGIES**
- 2 DECLARATIONS OF INTEREST**
- 3 MINUTE OF MEETING OF ENVIRONMENT, INFRASTRUCTURE AND ECONOMIC DEVELOPMENT COMMITTEE OF 7 FEBRUARY 2024 FOR APPROVAL** **5 - 8**
(copy herewith)
- 4 PLANNING ENFORCEMENT CHARTER REVIEW** **9 - 32**
Report by Strategic Lead - Economy, Development and Planning
(copy herewith 24/159)
- 5 EXTENSION OF ROAD MAINTENANCE PARTNERSHIP AGREEMENT TO MARCH 2026** **33 - 56**
Report by Strategic Lead - Environment and Infrastructure (copy herewith 24/160)
- 6 STREET LIGHTING PARTNERSHIP AGREEMENT** **57 - 78**
Report by Strategic Lead - Environment and Infrastructure (copy herewith 24/161)
- 7 ACTIVE TRAVEL STRATEGY - CYCLING, WALKING AND SAFER ROUTES (CWSR) PROJECTS 2024/25** **79 - 108**
Report by Strategic Lead - Environment and Infrastructure (copy herewith 24/162)

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You can also send us a text message on 07824 498145.

All Council Services can offer a telephone translation facility.

ENVIRONMENT, INFRASTRUCTURE AND ECONOMIC DEVELOPMENT COMMITTEE

Minute of hybrid meeting of the Environment, Infrastructure and Economic Development Committee held in the Council Chambers on Wednesday 7 February 2024 at 1.00pm.

Present: Bailies A Bailey, C McLaren and M Williamson; Councillors H Anderson, B Brawn (substituting for Councillor A Forbes), S Carr, J Duff, E Drysdale, K Harvey, W Robertson, F Smith, C Stewart, R Watters and J Welch.

In Attendance: B Renton, Executive Director (Communities), D Littlejohn, Strategic Lead – Economy, Development and Planning; B Watt, B Cargill (up to Item 6) A Finlayson, B Wilson, B Murray, K Briggs, A Ballantine (up to Item 7), M Butterworth, R Stewart, R Lyle, F Crofts (all Communities); A Taylor, S Hendry, R Ramsay and M Pasternak (all Corporate & Democratic Services).

Apology for Absence: Councillor A Forbes.

Councillor E Drysdale, Convener, Presiding.

1. WELCOME AND APOLOGIES

Convener welcomed everyone to the meeting. An apology for absence and a substitution was noted as above.

2. DECLARATIONS OF INTEREST

There were no Declarations of Interests in terms of the Councillors' Code of Conduct.

A. DEPUTATIONS

In terms of Standing Order 13, the Committee agreed to hear deputations in relation to Item 4.

In terms of Standing Order 2.8, Councillor Drysdale moved a motion to suspend Standing Orders and reduce the time limit of deputations from 10 minutes to 3 minutes each due to the number of deputation requests.

A roll call vote was taken as follows.

9 Members voted to agree the motion:

Bailies C McLaren and M Williamson, Councillors S Carr, E Drysdale, K Harvey, G Laing, W Robertson, C Stewart, and J Welch.

6 Members voted to disagree with the motion:

Bailie A Bailey, H Anderson, B Brawn, J Duff, N Khogali, and F Smith.

Resolved:

In terms of Standing Order 2.8, as the Motion to suspend Standing Orders failed to reach the required two-thirds of members present to agree, the Motion fell.

3. MINUTE OF MEETING OF ENVIRONMENT, INFRASTRUCTURE AND ECONOMIC DEVELOPMENT COMMITTEE OF 1 NOVEMBER 2023

The minute of the meeting of the Environment, Infrastructure and Economic Development Committee of 1 November 2023 was submitted and approved as a correct record.

4. PROPOSED LIMITED WAITING RESTRICTIONS

There was submitted a report by Head of Environmental & Consumer Services (24/50) (1) advising of the proposed Traffic Regulation Order to introduce limited waiting restrictions in Florence Place, Muirton Bank, Harley Terrace, Harley Place, Perth and Waiting Restrictions on the Access Road to Leading to Muirton Cottage, Perth; and (2) asking the Committee to consider the objections received and set them aside so that the Order can be made in part, in line with the Ward 12 members' views.

Mr Les Parsons, Mr Gordon Allan, Dr LeBeau (on behalf of Mr Paul Freeman), Mr Steve Rimmer, Mr Alan Kennedy and Mr John Manson all attended the meeting, addressed the Committee, and answered Members' questions.

Mr Steve Rimmer also read a written letter on behalf of Mr Steve Grossi who was unable to attend the meeting.

Bailie C Ahern read a written statement from Mr Robert Fitzpatrick, Chair of the North Inch and Muirton Community Council who was unable to join the meeting via the telephone due to technical difficulties.

THERE FOLLOWED A SHORT RECESS AND THE MEETING RECONVENED AT 2.48PM.

Motion by Councillors C Stewart and J Welch

The Committee:

- (ii) notes the Ward 12 Elected Members views in paragraph 4.6 and the views of the deputations, and does not set aside the objections; and
- (iii) take no further action in relation to waiting restrictions on the streets concerned.

Resolved:

In accordance with the Motion.

6. LOCAL DEVELOPMENT PLAN 2 DELIVERY PROGRAMME 2019-2029 FEBRUARY 2024 UPDATE

There was submitted a report by the Strategic Lead – Economy, Development and Planning (24/51) presenting the updated Delivery Programme which supports the adopted Perth and Kinross Local Development Plan 2 (LDP2); and seeking approval for the adoption, publication, and submission of the Programme to Scottish Ministers.

Resolved:

- (i) The Delivery Programme as set out in Appendix 1 of Report 24/51, be adopted.
- (ii) The Executive Director (Communities) publish and submit the Delivery Programme to Scottish Ministers.

6. RESPONSE TO WATER, WASTEWATER & DRAINAGE POLICY CONSULTATION

There was submitted a report by Strategic Lead – Environment & Infrastructure (24/52) seeking comments and subsequent approval to the draft response to the Scottish Government’s consultation on water, wastewater and drainage.

Resolved:

The Executive Director (Communities) be instructed to submit the Council’s response, as set out at Appendix A to Report 24/52, incorporating the additional comments made by members as detailed below.

- (i) Councillor W Robertson commented that there was very little mention in the response to the issues Scotland is currently facing with Scottish Water dumping raw sewage into our watercourses and lochs during periods of heavy rain and requested that this Council’s concerns about the activities of Scottish Water abetted by SEPA allowing raw sewage to be dumped in our waterways be included in the consultation response.
- (ii) Bailie Williamson referred to Question 29 and commented it would be useful to include having more information and guidance available to users of private water supplies about protecting their supply and the integrity of their supply.
- (iii) Councillor H Anderson referred to Question 20 and commented on Scottish Water not currently being required to announce publicly if sewage is discharged into watercourses and queried whether this was something that could be included in the consultation response.
- (iv) Councillor C Stewart also referred to Question 20 and requested an additional bullet point be added to the consultation response as follows:
“A legal duty should be placed on SEPA around flood risk to update 0.5% (1 in 200-year) flood event risk areas and frequency, taking into account wherever possible the benefit of local knowledge, since local authorities rely on SEPA flood risk maps when considering (particularly major) planning applications. In the interim, to permit local authorities to place greater weight on local knowledge in the planning process where that is at odds with SEPA flood risk assessments”.

Perth And Kinross Council

Economy & Infrastructure Committee

29 May 2024

PLANNING ENFORCEMENT CHARTER REVIEW

Report by Strategic Lead - Economy, Development & Planning
(Report No. 24/159)

1. PURPOSE

- 1.1 This report seeks approval of an updated version of the Council's Planning Enforcement Charter, following review, as required by The Town and Country Planning (Scotland) Act 1997.

2. RECOMMENDATIONS

- 2.1 It is recommended that Committee:
- Approves the recommended update to the Council's Planning Enforcement Charter

3. STRUCTURE OF REPORT

- 3.1 This report is structured over the following sections:
- Section 4: Background/Main Issues
 - Section 5: Proposals
 - Section 6: Conclusion
 - Appendices

4. BACKGROUND / MAIN ISSUES

- 4.1 The Town and Country Planning (Scotland) Act 1997 (as amended) places a statutory requirement for Planning Authorities to prepare and publish a Planning Enforcement Charter. The Act specifically requires Charters to set out:
- A statement of the Authority's policies as regards their taking of enforcement action;
 - An account of how members of the public can bring any ostensible breach of planning control to the attention of the Authority;
 - How to complain about the way in which the Authority takes enforcement action; and
 - The procedures for dealing with any such complaint.

- 4.2 Members are reminded that while there is no duty on the Planning Authority to pursue planning enforcement action, there is a requirement for Planning Authorities to review, update and publish a new Charter whenever they think it is appropriate to do so but no later than two years after last being published. The Council adopted the latest Planning Enforcement Charter on 27th January 2021. As it is now beyond the required 2-year period for publication of a revised charter, it is important that an updated Planning Enforcement Charter is agreed as expediently as possible. The delay was primarily due to staff resourcing issues within the planning enforcement team at the time and resulted in a red marker from the Scottish Government in the 2022/23 Planning Performance Framework.
- 4.3 The Planning Enforcement Charter is key to clarifying the Council's role within, and approach to, planning enforcement; both to stakeholders who report suspected breaches of planning control and to those who have an interest in the site subject of the possible breaches. Since the adoption of the latest Charter, officers have gained useful experience in delivering its objectives. This experience, and feedback from stakeholders during the consideration of enforcement cases, has been used to examine the effectiveness of the Charter and identify areas for improvement. Benchmarking and reviewing of other Planning Authorities' Charters was also undertaken.

5. PROPOSALS

Charter Review

- 5.1 The previous Charter identifies the priority areas for planning enforcement within Perth and Kinross, informed through staff discussions and a stakeholder engagement process. Officers consider that the key priorities for, and the approach to, planning enforcement as expressed through the existing Charter remain appropriate, proportionate and reflective of Council objectives.
- 5.2 Accordingly, it is recommended that the proposed 'Priorities for Planning Enforcement' in the 2024 Charter remain largely unchanged. However, since the adoption of the last Charter the economy, businesses and individuals have had to adapt to manage the impacts of the cost-of-living crisis. It is therefore proposed to expand one of the existing priorities to underline the proportionate use of action and to act sensitively to exceptional circumstances. This follows from a similar approach taken in the 2021 Charter in recognising the economic impact of the Covid-19 pandemic. This general principle is supported by the Scottish Government's *Circular 10/2009: Planning Enforcement* which recognises the need to act sensitively in respect of impacts on small businesses when taking enforcement action.

- 5.3 The proposed 2024 Charter is attached at Appendix 1. The main changes in the updated charter are highlighted with the use of *italics*. These seek to:
- Recognise the impact of the cost-of-living crisis;
 - Clarify how it will be used in support of the Council's corporate priorities;
 - Reflect Development Plan policy objectives;
 - Reflect Scottish Government guidance in practice; and
 - Set out how and when proportionate enforcement action will be taken (ie. where evidenced planning harm warrants it).
- 5.4 The document provides a summary and overarching message about the approach to enforcement as well as the priorities. It also provides details on how to report a suspected breach of planning control and where further, more detailed, guidance on planning enforcement can be found. Specifically, it highlights the key role planning stakeholders can play and how they are engaged in the process.
- 5.5 Consistent with the 2021 Charter, the updated Charter continues to guide stakeholders chronologically through the planning enforcement process, with a flow chart of the key stages:
- Identifying what constitutes a breach of planning control;
 - How to report suspected breaches to the Council;
 - Explaining possible informal and formal action that could be taken by the Planning Authority;
 - The process for investigating report breaches; and,
 - How the enforcement team will act on breaches to secure compliance

Service Improvements

- 5.6 Since the adoption of the last Charter, the Council now displays active enforcement cases on the Public Access planning portal. This allows members of the public and interested parties to view details of cases more readily, as well as understanding actions taken. The 2024 Charter is therefore updated to reference enforcement cases now being on Public Access. Perth & Kinross Council was one of the first Planning Authorities in Scotland to display enforcement cases on Public Access, demonstrating a commitment to effective communication through the customer journey.
- 5.7 As with the previous version of the Charter, following Committee approval, a Plain English document suitable for publication will be produced. The publication will be in e-booklet form available to download from the Council's website. In the interests of environmental sustainability, it is not proposed to print any hard copies of the Planning Enforcement Charter.

Future Review Process

- 5.8 As noted, the Planning Authority is required to review, update and publish a new Charter when necessary, and no later than every two years. Should the 2024 Charter recommendation be agreed by Committee and subsequently adopted, the intention would be for an updated Charter to be presented to Committee in 2026.

6. CONCLUSION

- 6.1 The revised Planning Enforcement Charter builds on the established principles of the Council's approach to, and priorities for, planning enforcement. Several refinements and clarifications have been made to the revised Charter to make the process clearer for all planning stakeholders. The publication of the revised Charter will set out these updated principles and represent a material consideration for officers in the handling for all planning enforcement matters.
- 6.2 It is recommended that Committee **approves** the update to the Council's Planning Enforcement Charter.

Author

Name	Designation	Contact Details
Sean Panton	Team Leader (Major Applications and Enforcement)	01738 4675000 ComCommitteeReports@pkc.gov.uk

Approved

Name	Designation	Date
David Littlejohn	Strategic Lead (Economy, Development and Planning)	3 May 2024

APPENDICES

- Appendix 1 – Proposed Planning Enforcement Charter (2024)

If you or someone you know would like a copy of this document in another language or format, (on occasion, only a summary of the document will be provided in translation), this can be arranged by contacting the Customer Service Centre on 01738 475000.

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1. IMPLICATIONS, ASSESSMENTS, CONSULTATION AND COMMUNICATION

Strategic Implications	Yes / None
Community Plan / Single Outcome Agreement	None
Corporate Plan	Yes
Resource Implications	
Financial	None
Workforce	None
Asset Management (land, property, IST)	None
Assessments	
Equality Impact Assessment	None
Strategic Environmental Assessment	None
Sustainability (community, economic, environmental)	Yes
Legal and Governance	None
Risk	None
Consultation	
Internal	Yes
External	None
Communication	
Communications Plan	Yes

1. Strategic Implications

Community Plan/Single Outcome Agreement

1.1 No implications.

Corporate Plan

1.2 This report supports the following objectives within the new Corporate Plan:

- (i) *People and businesses are increasingly able to prosper in a local economy which support low carbon ambitions and offers opportunities for all.*

2. Resource Implications

Financial

2.1 No implications.

Workforce

2.2 No implications.

Asset Management (land, property, IT)

2.3 No implications.

3. Assessments

Equality Impact Assessment

3.1 Under the Equality Act 2010, the Council is required to eliminate discrimination, advance equality of opportunity, and foster good relations between equality groups. Carrying out Equality Impact Assessments for plans and policies allows the Council to demonstrate that it is meeting these duties. As the Planning Enforcement Charter is a revised document, there is no requirement for further Equality Impact Assessments to be undertaken as it is not relevant.

Strategic Environmental Assessment

3.2 The Environmental Assessment (Scotland) Act 2005 places a duty on the Council to identify and assess the environmental consequences of its proposals. However, no action is required as the Act does not apply to the matters presented in this report.

Sustainability

3.3 Under the provisions of the Local Government in Scotland Act 2003 the Council has to discharge its duties in a way which contributes to the achievement of sustainable development. Under the Climate Change (Scotland) Act 2009 the Council also has a duty relating to climate change and, in exercising its functions must act:

- in the way best calculated to delivery of the Act's emissions reduction targets;
- in the way best calculated to deliver any statutory adaptation programmes; and
- in a way that it considers most sustainable.

The Planning Enforcement Charter considers how best to deal with breaches of planning control, and as such does not directly impact sustainable development. However, the planning process itself is closely linked with sustainable development and there are relevant policies within the Perth & Kinross Local Development Plan 2 (2019) and National Planning Framework 4 to control this.

Legal and Governance

3.4 No implications.

Risk

- 3.5 No implications.

4. Consultation

Internal

- 4.1 The Planning Enforcement Team were consulted on the proposal due to their role in implementing the previous charter. The experience the staff obtained from implementing the previous charter is therefore an important consideration for the revised charter. All staff in the Planning Enforcement Team are in agreement with the content proposed.

External

- 4.2 No external consultations required.

5. Communication

- 5.1 As with the previous version of the Charter, following Committee approval, a Plain English document suitable for publication will be produced. The publication will be in e-booklet form available to download from the Council's website. In the interests of environmental sustainability, it is not proposed to print any hard copies of the Planning Enforcement Charter. The Council's social media platforms will be used to advertise the publication of the new Charter. Staff members will also be promoting the new document where relevant through correspondence.

2. BACKGROUND PAPERS

- 2.1 There are no other background papers relevant to the revised charter.



Planning Enforcement Charter

Revised *May 2024*



Foreword

Development within Perth and Kinross contributes towards the Council's objectives and priorities for the area, as expressed through our [Corporate Plan 2018-2022](#). [2022/23-2027/28](#). Planning Enforcement plays an important role to uphold this contribution and to maintain public confidence in the planning system, by ensuring that the intended benefits of development are realised and our natural and built assets are protected.

This Charter sets out Perth & Kinross Council's approach, as Planning Authority, to planning enforcement; which places the public and all stakeholders in the planning system at the core of what we do. We therefore set out what we can and cannot do, explain the processes involved and make a commitment on the level of service we aim to provide. We value public input in this process and, as such, we endeavour to make the reporting of possible breaches of, and engagement within the planning system, by the public accessible to all.

You can report a suspected breach of planning control using our online [Breach of Planning Control Report Form](#) or by submitting an email to us:

Email PlanningEnforcement@pkc.gov.uk



If you are unsure about whether the development or work carried out is a breach of planning control, you can check what does and does not need permission on these webpages:

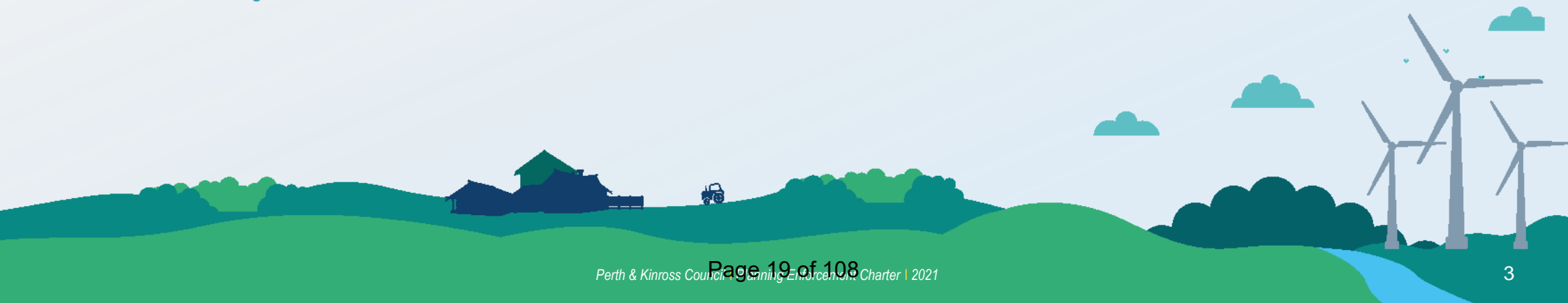
www.pkc.gov.uk/article/15035/Planning-Enforcement

www.pkc.gov.uk/article/14991/What-needs-planning-permission-

You can check to see if a development has a valid planning permission or other required consents by using our [Online Planning System](#).

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The Planning Enforcement Service

Planning permission is required for most forms of development unless it is classed as 'permitted development'. When development or work is undertaken without permission, or not in accordance with an approved permission or consent, discretionary powers are available to the Council to investigate and take enforcement action, when it is in the public interest to do so. It is for the Council to decide whether to take enforcement action, based on the significance of the breach and any impacts or planning harm.

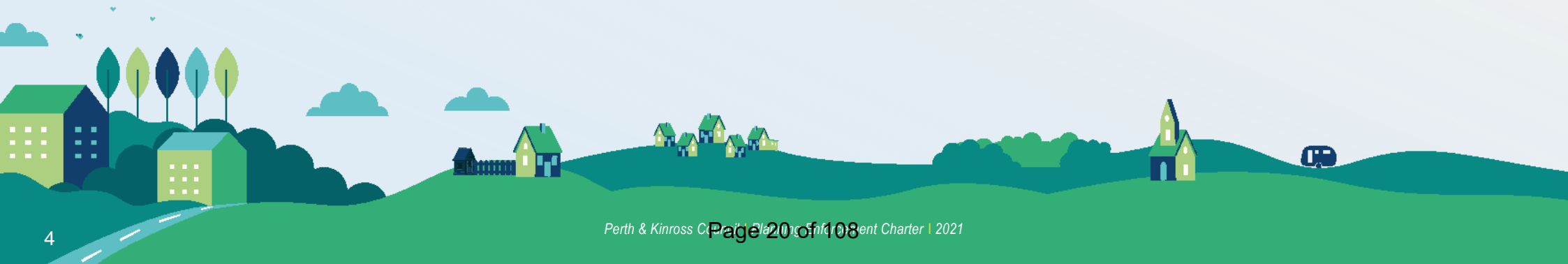
It is the role of the Planning Enforcement team to carry out these duties. A comprehensive guide to Planning Enforcement can be found in the [Scottish Government's Circular 10/2009](#).

This Charter outlines how the planning enforcement system operates and what can be expected of the service provided by the Council. Planning Enforcement Charters are a statutory requirement for Planning Authorities to regularly maintain and review when needed, but to at least review every two years.

This Charter explains the role of the Council and how enforcement process works and sets out:

- the Council's role and policy on taking Planning Enforcement Action, including our priorities and the service standards you as a customer (both those who report breaches or who are being investigated) can expect;
- how customers can bring any breach of planning control to the attention of the Council;
- explains what happens at each stage of what can sometimes be a lengthy process; and
- how any complaint about the Council taking enforcement action can be submitted and how it will be dealt with.

We continually monitor the implementation of the Charter to ensure that standards are being met and priorities are being addressed. As part of this review process, we publish an [Annual Planning Enforcement Report](#) on our performance. This Charter reflects this review process since our last charter was published in January **2021**.



Our Approach to Planning Enforcement

Perth & Kinross Council's approach to planning enforcement is not to punish but to come to a conclusion on how to progress, wherever possible using negotiation in the first instance. If it is considered that the issue must be addressed, planning permission is required, and that it is not proportionate to advise the property owner that they should seek that permission or they do not exercise the right to make an application, then formal action may be taken. As a discretionary power, however, the Council needs to consider in each case if enforcement action is justified and whether or not to take action. It is important to clarify that the Council is not required to take any particular action and may decide, in some cases, that not acting is justified and proportionate. **The Council will however make decisions which:**

- **Accord with the Council's corporate priorities;**
- **Reflect Development Plan policy objectives;**
- **Reflect Scottish Government guidance; and,**
- **Recognise the Cost of Living Crisis.**

We will produce a Closing Report at the end of investigations explaining our decision reasoning.

Scottish Government guidance on the use of enforcement powers is provided in **Circular 10/2009 'Planning Enforcement'**. This guidance explains, among other matters, that Council's should not take enforcement action just to address a breach of planning control, if the development is otherwise acceptable in planning terms and taking a sensitive to the impact of enforcement action on small businesses. The primary aim for seeking retrospective planning consent is normally to secure ongoing controls through the imposition of planning conditions.

Our Planning Enforcement team undertake focused monitoring, particularly of major or significant developments to ensure compliance with conditions and legal agreements associated with planning permissions.

When a monitoring record is opened, or when a justified complaint about a breach of planning control is received these will appear online on our PublicAccess system. This allows the public and interested parties to review basic information and any significant updates. However, the online case will never disclose who the complainant is.

*Ultimately, we seek to ensure that effective action is taken against breaches of planning control, particularly where these have significant adverse impacts on the environment or on communities. We also seek to update relevant parties in a timeous manner. Accordingly, we set out our **Priorities for Planning Enforcement** overleaf.*

Priorities for Planning Enforcement

Whilst we will consider all observations of suspected breaches of planning control, including non-compliance with planning conditions and obligations, our priority will be to direct resources to significant or harmful matters including:

Significant detrimental impacts on **matters of environmental importance**, especially on sensitive or protected environments.

Matters of **pedestrian and traffic safety**.

Significant detrimental impacts on **residential amenity**.

Significant detrimental effects on **public visual amenity**.

Significant breaches of condition or the terms of a legal agreement in respect of a **major development** or development where there is a **significant level of community interest**.

Damage or Works to **Listed Buildings** and works which adversely affect their

Breaches of planning control within designated **Conservation Areas**, particularly where improvement schemes have been promoted by the Council.

Unauthorised felling of or works adversely affecting all trees protected by (**Tree Preservation Orders, Conservation Areas and where planning conditions apply**).

Breaches of planning control which undermine a **Council priority, policy or programme**.

Based on the principles within the Scottish Government's Circular 10/2009 and the Council's wider policies, **we will act sensitively and proportionately when taking enforcement action if that action would affect the economic wellbeing of a business**.

Stages of the Enforcement Process

Breach Reported

- Provide as much information and details as possible.
- Describe the harm/impacts.
- Provide your contact details.

Investigation

- Is it a planning matter?
- Is it a breach?
- Information gathering.
- Negotiation and resolution.

Action and Outcomes - We decide whether to act

No Further Action

If no breach, minor breach or a lack of harm.

Informal Action

Negotiation to remedy the breach or reduce the harm.

Invite retrospective planning application
Planning permission may be approved.

Formal Action

Serving a Notice resulting in removal of unauthorised development.

Seek penalties fines or prosecution.

Reporting a Breach of Planning Control

When a breach of planning control is received or identified, there are two decisions for the Planning Enforcement team:

- whether a breach of planning control has taken place; and
- if a breach has occurred, whether it is expedient to take any enforcement action.

As advised previously, the decision of whether to act is at the discretion of the Council and is a matter of judgement, having regard to planning facts and circumstances of the case. Any action taken must be in the wider context and be proportionate to the impact.

If you believe work or development being carried out is a breach of planning control, you can submit this to us through our interactive [Breach of Planning Control Report Form](#). Alternatively, you can contact our [Customer Service Centre](#) : **01738 475000** or email **XXXXXXXXX**. All reports are handled confidentially.

When reporting a breach, you should:

- provide your contact details (preferably an email address);
- provide or describe the address/location;
- explain the nature and extent of the development/works;
- state when the development/work started or was completed;
- detail the owner and/or who might be undertaking the works;
- list any relevant planning permissions;
- provide photographs of the development/works; and
- provide any other information you consider relevant (such as dimensions, hours of any activities, online information like business websites etc).



Breaches of Planning Control

Planning breaches include:

- work being carried out which requires planning permission or a related consent;
- an unauthorised change of use;
- failure to comply with conditions attached to a permission or consent; and
- departures from drawings or documents approved as part of a planning permission or other consent.

We do undertake proactive monitoring of approved developments; however, it is not possible, to monitor every development.

Consequently, the public play an extremely important role in alerting the Council to, and providing information on, any possible breaches, whether or not that development has planning permission.

Possible or known breaches are often identified by the public when purchasing a property, through the conveyancing process, via [Property Enquiry Certificates](#) which provide information on any planning notices that affect the property or land. The sales process is often a good opportunity to remedy existing breaches between the seller, buyer and the Council. Unresolved breaches of planning control can hinder or stop the sale, so the Council encourages all property owners to remedy breaches, even where it has decided that PKC will not take formal enforcement action.

You can check to see [what needs planning permission](#) on our website. You can also see if the developer already has planning permission and/or other consents in place, as well as any conditions that are attached to these, by using our [Online Planning System](#).

Other Enforcement Controls

Other planning enforcement related matters can be reported to us, through our [Breach of Planning Control Report Form](#), so we can investigate whether a breach or offence has taken place. These include:



Listed Buildings and Conservation Areas

The enforcement rules that apply to **Listed Buildings**, demolitions and works in a **Conservation Areas** are set out in the [Planning \(Listed Buildings and Conservation Areas\) \(Scotland\) Act 1997](#) and associated regulations. Unauthorised works can lead to a Listed Building Enforcement Notice being served and such unauthorised work can constitute a criminal offence, which could result in a £50,000 fine and/or a custodial sentence of up to 6 months.



Advertisements

Different procedures again apply when compared to development. Adverts are regulated through the [Town and Country Planning \(Control of Advertisements\) \(Scotland\) Regulations 1984](#). These controls relate to the form and siting of adverts only and we have the ability to serve Advertisement Enforcement Notices. The actual **content** of an advertisement **is not** covered by planning control and any complaints about this should be made to:

The Advertising Standards Authority
Mid City Place
71 High Holborn
LONDON
WC1V 6QT
or by visiting www.asa.org.uk



Trees

Under S171 of the [Town and Country Planning \(Scotland\) Act 1997](#), it is an offence to carry out works to trees subject to statutory protection that results in their uprooting, felling, lopping or wilful destruction, without the prior consent of the planning authority.

Formal action can be taken against persons who have carried out unauthorised works to trees covered by a Tree Preservation Order (TPO) or a tree(s) being within a Conservation Area. Where protected trees have been removed or destroyed this can see a Tree Replacement Notice served requiring new tree planting. In certain cases, offences reported to the Procurator Fiscal and, if successful, can result in fines up to £20,000.

Trees - Other Controls

In addition to planning controls, you may need a Felling Permission from Scottish Forestry. Further guidance on this process, and details of works exempt from needing approval, can be found at:

<https://forestry.gov.scot/support-regulations/felling-permissions>



High Hedges

The Council's enforcement powers include the ability to serve a High Hedge Notice under the **High Hedges (Scotland) Act 2013**. This allows a resident whose amenity is severely affected by a high hedge to formally apply to the Council to have a notice served on the 'hedge' owner to remove or reduce the adverse impact of the high hedge. The owner has the right to appeal any Notice, as does the applicant where a notice is not served. Non-compliance with a Notice can see PKC undertake works directly.

Further information on our approach and remit for **High Hedges** can be found on our website.

NOTE: High Hedges applications will be determined in accordance with their own statutory process and timescales, and, as such the **Service Standards** set out within this Charter do not apply.

Matters That Cannot Be Considered by the Enforcement Team

Non-Planning Matters

Where an enquiry relates to non-planning matters, these cannot be investigated or addressed through Planning Enforcement. Issues which must be addressed by the individuals involved include neighbour disputes or civil issues such as:

- **the ownership of land:** if someone has undertaken development on your land, we can only consider the requirement of planning permission and need for enforcement action. If formal action is to be taken, the planning authority is required to serve an enforcement notice on the owner of the land (i.e. yourself), as well as other interested parties. For this reason, you should seek your own legal advice on how best to address the issue; or
- **connection to utility services:** when applying for planning permission, developers are required to confirm to the planning authority what water or sewerage connections are required for the proposed development. However, provision of these services is a civil matter and/or a matter for any statutory undertaker to approve any such connections and investigate any associated

If your enquiry relates to another function of the Council, we will direct this to the appropriate department. If unauthorised works or development are being undertaken on a council owned property, you should report these works to the relevant department such as housing, education or estates in the first instance.

Investigating Possible Breaches of Planning Control

The Council will always treat information about the identity of people who report breaches to us in confidence and will only disclose it when required to do so by law.

We do encourage you to provide your name and contact details, as we may require further information from you as the investigation progresses or to understand the impacts of the breach and how it affects you. This also allows us to keep you informed of progress and the outcome of our investigations.

Where an anonymous observation is received, we reserve the right to choose not to investigate. Where it relates to one of our priority areas, or it is judged to be in the public interest, we are more likely to investigate breaches that have been reported anonymously.

Registration of Your Observation

When we receive an observation, we first check that it includes all the information we need for an enforcement case to be investigated. Where an enquiry relates to non-planning matters, such as neighbour disputes or other civil issues, these cannot be investigated by the Council. If your enquiry relates to another function of the Council, we will direct this to the appropriate department. *Upon a justified complaint being received, a case will be opened and published on our PublicAccess system.*

Service Standard - 1

After preliminary checks, we will register your enforcement observation and you will receive either an email or written confirmation of this within 5 working days from receipt. This acknowledgement will, if justified and considered a breach of control, include the reference number for the case as well as the contact details of the

Initial Investigations

Following registration, an Enforcement Officer may visit the site to investigate. The timescales for this will depend on factors such as the type and significance of the issue. The Council has legal powers to enter land or property in order to identify if a breach of planning control has taken place. The same powers are available throughout the process for the purposes of investigation or assessing compliance with any enforcement notices served (see '**Resolving Cases**' overleaf).

Service Standard - 2

Where a site visit is required we will undertake this within 15 working days from registration of a case, unless further actions are required (see below).

In some cases, we may require further information from you about the suspected breach, such as photographs or evidence of development or activity, before or instead of visiting the site. Additional investigation at this stage may also be required for some cases to establish if a breach has occurred, such as utilising our legal powers to seek information from the developer(s) about the use of land and/or parties that have an interest in the land. This can include us serving a Planning Contravention Notice (PCN). The serving of notices for this purpose may lengthen the process and, if this is required, this will be explained to you where possible.

Service Standard - 3

You will receive a follow-up response to your observation within 20 working days of receipt. This will advise of any provisional findings and, where relevant, detail the proposed course of action for the case, which could mean formal enforcement action being taken. Communication will also be made at this stage with the Developer on our findings and possible action.

You may also be advised at this stage if the observation does not constitute a breach of planning control or is not a planning matter - either of which will result in your case being closed. We will set out in writing our reasoning for all cases closed in a Closing Report.

Resolving Cases

Where a breach of planning control is identified and we provide an undertaking to resolve it to address significant planning harm, through informal or formal means, we will do this as quickly as possible. It is advised, however, that progress on the case can be delayed for several reasons; such as the collection and verification of information which could be over a period of time, so negotiations could take place or where formal procedures are organised.

The resolution to a breach may be through a planning application or other consents (such as Listed Building Consent) being submitted to regularise the breach. Where the development is likely to be acceptable, the Council may seek the submission of an application in retrospect as a valid means of assessing the development and possibly addressing the breach. A formal decision will be made through the planning application process. You will, however, have the right to make representation on the application, which is separate to any breach reported. The application process will increase the timescales for the enforcement case.

Service Standard - 4

Where works or development has been carried out without planning permission, but we consider that the development is likely to be acceptable in terms of Development Plan policy, we may invite an application or we may serve a notice under Section 33A of the Planning Act that requires the developer to submit a planning application retrospectively.

Where we previously advised that a conclusion to a case has not been reached, we will keep you informed of the progress with the case or notify you its conclusion. If at any point we decide that further action is not justified, we will inform you of this and the reasons for that decision. In some cases, it may be inappropriate to regularly provide an update on the progress of enforcement action, particularly when the matter proves difficult to resolve quickly. You will be advised accordingly in such circumstances.

Service Standard - 5

We will either conclude the case within, or provide an update to you, within 40 working days from receipt of your observation.

When an enforcement case is being closed, a Closing Report will be prepared which will explain why we have come to a decision. This report will be made publicly available.

Acting on Breaches of Planning Control

Informal Action and Discretion

It should be noted that, even though planning controls have not been followed, in some cases formal action may not be appropriate. Furthermore, most breaches of planning control are resolved informally. The Council is obliged to use its discretion when considering action and be proportionate with formal powers. Each case must be considered on its own merits and the best solution in the circumstances must be decided. Only a relatively small number of cases require formal enforcement action, where we will serve a notice.

Formal Action

If we are unable to resolve a breach through informal measures, or through a planning application, where justified we may take formal enforcement action and serve a notice. This will normally be either an Enforcement Notice or a Breach of Condition Notice. In some cases, a Stop Notice or a Temporary Stop Notice may be appropriate. Notices will clearly explain what is required, the timescales involved and the available options to resolve the issue. *Any notices served will be available for viewing online on our PublicAccess system.*

It should also be noted that an enforcement notice will be legally associated with the building or land to which it relates until its provisions have been fully discharged. This will be highlighted in any Property Enquiry Certificate issued when a property is being sold.

The type of notices we can serve and when they can be served is fully explained in the [Scottish Government's Circular 10/2009](#). In summary, the Council's powers include the ability to issue a **Temporary Stop Notice** to stop development. These Notices are valid for up to 28 days and are effective from the time they are served, without requiring that an Enforcement Notice be served first. This allows the Council 28

days to consider the situation before a formal Enforcement Notice and Stop Notice, if necessary, require to be served.

In most cases where a breach merits formal action, an **Enforcement Notice**, or other such as a **Listed Building Enforcement Notice**, **Breach of Condition Notice** or **Amenity Notice** is served on those involved in the development or who own or have an interest in the property. These notices include the following information:

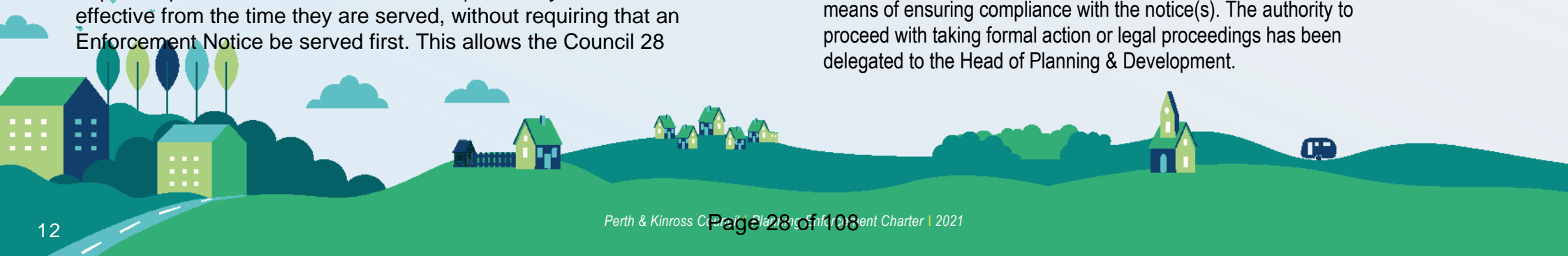
- A description of the breach of control that has taken place.
- The steps that should be taken to remedy the breach.
- The timescale for taking these steps.
- The consequences of failure to comply with the notice.
- Where appropriate, any rights of appeal the recipient has and how to lodge an appeal.

An **Enforcement Notice** can be accompanied by a **Stop Notice** if it is considered justified to prevent, for example, further work being carried out which is likely to have a significant detrimental impact on matters such as environmental quality.

Where a Notice is not complied with, there may be further consequences and the Council will usually take further formal steps, which can include:

- the issue of a fixed penalty notice;
- seeking interdicts or referral of the case to the Procurator Fiscal for prosecution; or
- direct action by the Council, to undertake the remedies specified in a notice, which will include seeking recovery of our costs.

In taking such action, the Council will consider the most effective means of ensuring compliance with the notice(s). The authority to proceed with taking formal action or legal proceedings has been delegated to the Head of Planning & Development.



Service Standard - 6

We will, where it is considered expedient to do so, aim to serve any enforcement notice within 3 months from the date of the original observation and we will advise you when this is done.

Appeals

Where a notice is served the Developer can, in most cases, submit an appeal to the Scottish Ministers. Most enforcement appeals are delegated to Reporters within the [Scottish Government's Planning and Environmental Appeals Division \(DPEA\)](#) to determine. If this happens timescales will be affected. The Council will defend notices served and you will also have the opportunity to make representation to the Scottish Ministers during the appeal process.

Service Standard - 7

Where an appeal is submitted against a notice we will advise you of this and inform you on how you can monitor progress. Following an appeal decision, we will advise of any further action we will take, as appropriate.

Further Information

Enforcement Register

We maintain an Enforcement Register, which details all notices served by the Council. A list of recent [Enforcement Notices is available on our website](#).

Alternatively it can be inspected in person, during normal office hours, by visiting:

Perth & Kinross Council
Pullar House
35 Kinnoull Street
PERTH
PH1 5GD

Time Limits for Enforcement

Planning Enforcement action must be taken within strict **time limits**:

- **A four-year limit** applies to unauthorised operational development (the carrying out of building, engineering, mining or other operations in, on, over or under land) and change of use to a single dwellinghouse.
- **A ten-year limit** applies to all other development including change of use (other than to a single dwellinghouse) and breaches of condition.

There is no time limit restricting the commencement of Listed Building Enforcement Action or action concerning a Tree Preservation Order.

Customer Care and Complaints Process

The Perth & Kinross Council's **Customer Service Standards** explain the level of service you can expect when contacting Planning Enforcement in writing, by telephone or in person. We are committed to providing high-quality customer care and we welcome suggestions on how we can improve our service.

We will respond within 15 working days of receiving a suggestion about our Planning Enforcement service. We will consider all suggestions made and use them to review and improve the service we provide. We will communicate with you on any changes we implement as a result.

Any formal complaint will be dealt with in accordance with the Council's **Complaints Handling Procedure**. We will always tell you who is dealing with your complaint and how it will be handled and what timescales apply. Our complaints process has two steps:

- **Stage One: Frontline Resolution** - we will give you our decision within **5 working days** or less.

If you are not satisfied with the response at Stage One, it will progress to:

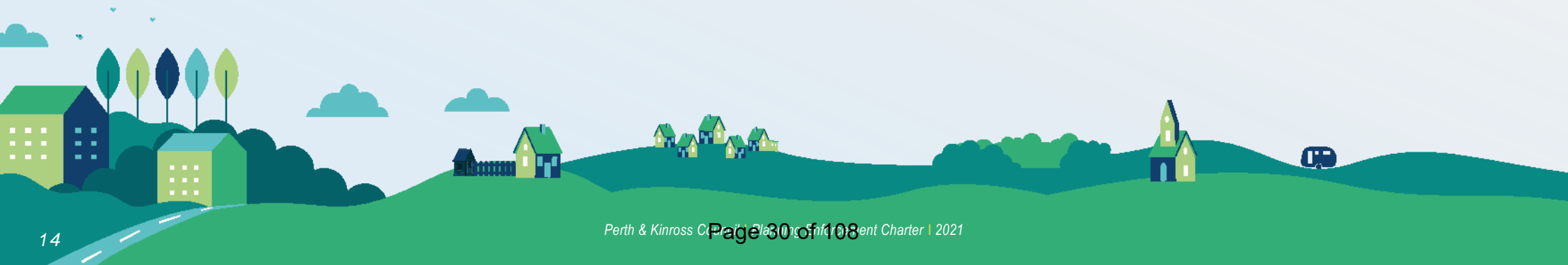
Stage Two: Investigation - we will acknowledge your complaint within **3 working days** and provide you a full response within **20 working days**.

Lastly, if you are dissatisfied with the Council's response to your complaint or the way it has been handled, you can ask the **Scottish Public Services Ombudsman** (SPSO) to look at it. The contact details for the SPSO are:

SPSO
FREEPOST EH641
EDINBURGH
EH3 0BR

Tel 0800 377 7330

Website/Online Contact www.spsso.org.uk/contact-us



Our Contact Details:

Planning Enforcement
Communities
Perth & Kinross Council
Pullar House
35 Kinnoull Street
PERTH
PH1 5GD

Tel **01738 475300**

Email PlanningEnforcement@pkc.gov.uk

Website www.pkc.gov.uk/article/15035/Planning-enforcement

How We Use Your Personal Information

The information provided by you will be used by Perth & Kinross Council to enable us to investigate the complaint or observation that you have made. The information may be shared with other services within the Council if considered necessary. The information will not be disclosed to third parties.

The Council may check information provided by you, or information about you provided by a third party, with other information held by us. We may also get information from certain third parties or share your information with them in order to verify its accuracy, prevent or detect crime, protect public funds or where required by law.

For further information, please look at our website www.pkc.gov.uk/dataprotection or email DataProtection@pkc.gov.uk or telephone 01738 477933.

If you or someone you know would like a copy of this document in another language or format, (on occasion, only a summary of the document will be provided in translation), this can be arranged by contacting the Customer Service Centre on 01738 475000.

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www.pkc.gov.uk



Perth And Kinross Council

Economy & Infrastructure Committee

29 May 2024

EXTENSION OF ROAD MAINTENANCE PARTNERSHIP AGREEMENT TO MARCH 2026

Report by Strategic Lead - Environment and Infrastructure

(Report No. 24/160)

1. PURPOSE

- 1.1 The purpose of this report is to update the Committee on the period of the existing Road Maintenance Partnership (RMP) agreement and propose an extension to the existing arrangement.

2. RECOMMENDATION

- 2.1 It is recommended that the Committee:
- agrees an extension to the existing partnership agreement (Appendix 1) between Perth and Kinross Council and Tayside Contracts to deliver the road maintenance, winter maintenance and reactive emergency response service. The agreement will be for a period of two years from 1 April 2024 to 31 March 2026 with a further two year extension option subject to review.
 - agrees that the RMP will report performance to Committee annually as part of the Council's performance management framework.

3. STRUCTURE OF REPORT

- 3.1 This report is structured over the following sections:

- Section 4: Background/Main Issues
- Section 5: Proposals
- Appendices

4. BACKGROUND / MAIN ISSUES

- 4.1 It was agreed in 2012 that the roads maintenance service for Perth & Kinross Council be delivered through a trial partnering agreement with Tayside Contracts (Report no 12/131), a model supported by an Audit Scotland Best Value Review. At the outset of the partnership, efficiencies were identified through a more integrated approach to service delivery with a number of posts deleted from the establishment to remove duplication of effort.

- 4.2 Perth & Kinross Council as “Roads Authority” provides a full range of services, including statutory duties associated with the maintenance of the roads infrastructure as required by the Road (Scotland) Act 1984 and the Transport (Scotland) Act 2005. The Roads Maintenance Partnership (RMP) provides for the effective maintenance of the adopted road network, including footways, to ensure that it is properly maintained in a safe condition.
- 4.3 The RMP supports service delivery through an integrated operating structure consisting of both Perth & Kinross Council and Tayside Contracts’ road maintenance employees. Over the period of the partnership, officers from each organisation have assumed responsibility for duties traditionally carried out by the other to remove unnecessary barriers of bureaucracy and permissions to deliver a more effective and efficient service. Each organisation retains overall responsibility for the Terms and Conditions of their respective employees.
- 4.3 Governance of the RMP is undertaken by an Executive Board made up of senior Council and Tayside Contracts officers. The Partnership Agreement covers key areas such as principles for operational delivery, management of employees, overall responsibilities and dispute resolution.
- 4.4 In mid 2017, following a request from elected members, a member/officer working group was established to review the way in which the partnership was operating and to consider the most effective operating model going forward.
- 4.5 The scope of the review considered the work activity of the RMP as outlined below and considered alternative delivery models.
- Carriageway and footway maintenance
 - Carriageway and footway asset management
 - Road scheme design and project management
 - Winter maintenance
 - Emergency response (eg flooding and severe weather)
- 4.7 The outcome of the review established that in order to have the required labour/plant resource available to reactively deal with the impact of severe weather events to support our communities, provide a level of service over the winter period to ensure that social and commercial activity can continue and keep the road network in a safe condition for the travelling public, the integrated operating model with Tayside Contracts remained the best option. This is a less contractually binding arrangement than would be required with the private sector and so more flexible in accommodating changes in Council policy and budget reductions without compensation being due for loss of income.

- 4.8 The outcome of the review was presented to the Enterprise and Infrastructure Committee on 15 May 2019 (report no 19/134) and it was agreed to extend the term of agreement in its current form to March 2023. Committee also requested an update report in advance of the expiry of the agreement however this was deferred as a result of the Supported Self Assessment exercise commissioned by the 3 Chief Executives of the constituent local authorities.

5. PROPOSALS

- 5.1 It is proposed to extend the RMP agreement for a further 2 years to March 2026 plus a 2 year extension option subject to review before extending. Given the challenging financial climate and ongoing programme of transformation the format of service delivery may change in the future however it is considered that this period of extension provides service delivery certainty for the short to medium term.
- 5.2 It is important to note that within the agreement either partner can opt out of the partnership giving 6 months' notice on either 1 April or 1 October each year. Therefore, agreement to this further extension does not prevent the Council agreeing to an alternative model of delivery at a future point should elected members believe that this would be in the best interests of the Council.
- 5.3 Following the first Covid lockdown, all road works were paused nationally. In July 2020 when construction works recommenced the availability of roadworks contractors was severely limited. Immediately after lockdown a spike in private sector works, at more attractive rates, meant the Council were heavily reliant on Tayside Contracts to provide the full range of services themselves. Currently the market remains very limited, and the same level of reliance remains on Tayside Contracts to deliver the service.
- 5.4 Working in partnership with Tayside Contracts enables an appropriate level of workforce to be retained to deliver the Winter Service and a reactive response to severe weather events etc. It also remains flexible enough to adjust workforce levels to accommodate fluctuations in road maintenance budgets. This gives the Council confidence to manage and maintain the road network in accordance with statutory requirements whilst also providing a reactive response service to our communities where and when required across Perth & Kinross.
- 5.5 A Road Maintenance Framework Contract was issued for pricing in May 2022 to replace the 2017 framework. Only 18 private sector contractors across 11 work activities submitted rates. Tayside Contracts were the only contractor to submit prices across all activities.

- 5.6 Tayside Contracts rates are competitive when compared to the average private sector rates and it is proposed that “award at average rates” remains the award mechanism for projects via the framework contract. Projects will continue to be priced, constructed, re-measured and paid except for works disparate in nature and time to effect (gully emptying/lining/potholes) which will continue to be paid at demonstrable cost.
- 5.7 Tayside Contracts cannot wholly sub-contract work awarded to them on average rates but do use specialist sub-contractors for elements of projects they do not have the specialism/ resource to carry out, such as road stud and safety barrier installation
- 5.8 The RMP aim to expose 25% of their budget to competition via the Framework Contract or for atypical works to open competition. Open competition takes significant staffing resource to prepare bespoke contract documents and follow the Public Contracts Scotland procurement route and so is rarely used except for specialist works. As described in 5.3 above Covid impacted private sector contractor availability and continues to do so. The figures in the table below reflect this impact. Over the period of the current partnership the following competitive award has been achieved against the target.

Year	Value exposed	% of spend	TC win value	TC %	Private sector %
2019/20	£3,589,348	25.46%	£1,735,091	12.3%	13.3%
2020/21	£1,599,978	17.7%	£838,785	9.2%	8.5%
2021/22	£2,772,982	17.2%	£1,298,636	8.1%	9.1%
2022/23	£2,793,968	17.2%	£1,488,054	9.2%	8%

Excludes winter and works for Traffic & Road Safety, Structures & Flooding.

- 5.9 In addition, through the period of the Framework Contract (2017-2022) additional contractual entitlements such as inflationary increases were not claimed by Tayside Contracts as the surplus was being achieved. This approach was in the spirit of partnership working i.e. managing/sharing risk and maximising the investment in the asset over surplus/profit. The private sector however claim these irrespective of profit levels.
- 5.10 As referenced above throughout the course of the contract, inflation is allowed for by construction industry indices uplifts (BERR). The previous contract was in place from 2017 and until February 2022 Tayside Contracts did not apply for any BERR uplifts, instead containing costs within their awarded rate. Over the course of the partnership period (April 2019-March 2023) Tayside Contracts were entitled to claim a total of £1,963,791 however this funding was reinvested in the road network equating to 8.9 km of A Class road being resurfaced that wouldn't otherwise have been carried out.

5.11 From annual independent 3rd party road condition surveys the Perth and Kinross road condition index (RCI) continued to improve year on year throughout the term of the partnering agreement. Between 2019-2023, 6.4% of the network (156km or 97miles) was in a better condition, all delivered through the partnership and principally with the Tayside Contracts workforce. The 2023 survey however indicated a deterioration of 1.8% (43km or 27miles) largely due to the impact of severe weather events on the road network and hyper inflation.

Author

Name	Designation	Contact Details
Stuart D'All	Road Maintenance Partnership Manager	ComCommitteeReports@pkc.gov.uk 01738 475000

Approved

Name	Designation	Date
Fraser Crofts	Strategic Lead - Environment and Infrastructure	9 May 2024

APPENDICES

- Appendix 1 – Partnering Agreement April 2024 to March 2026

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<p>You can also send us a text message on 07824 498145.</p>
<p>All Council Services can offer a telephone translation facility.</p>

1. IMPLICATIONS, ASSESSMENTS, CONSULTATION AND COMMUNICATION

Strategic Implications	Yes / None
Community Plan	Yes
Corporate Plan	Yes
Resource Implications	
Financial	None
Workforce	None
Asset Management (land, property, IST)	None
Assessments	
Equality Impact Assessment	No
Strategic Environmental Assessment	No
Sustainability (community, economic, environmental)	Yes
Legal and Governance	Yes
Risk	None
Consultation	
Internal	None
External	None
Communication	
Communications Plan	None

1. Strategic Implications

Community Plan

- 1.1 The road network is the only asset/service that the Council are responsible for that is relied upon daily by every resident - even those unfortunately housebound rely on roads for service provision to them.

Corporate Plan

- 1.2 The road network underpins and provides the mechanism for every area of activity the Council and Commerce undertakes to be carried out effectively and efficiently.

2. Resource Implications

Financial

- 2.1 There are no financial implications within this report.

Workforce

- 2.2 There are no workforce implications within this report.

Asset Management (land, property, IT)

- 2.3 There are no land and property, or information technology implications arising from the contents of this report.

3. Assessments

- 3.1 IAT report submitted through portal.

Equality Impact Assessment

- 3.2 Under the Equality Act 2010, the Council is required to eliminate discrimination, advance equality of opportunity, and foster good relations between equality groups. Carrying out Equality Impact Assessments for plans and policies allows the Council to demonstrate that it is meeting these duties.

This section should reflect that the proposals have been considered under the Corporate Equalities Impact Assessment process (EqIA) with the following outcome:

- (i) Assessed as **not relevant** for the purposes of EqIA

Strategic Environmental Assessment

- 3.3 The Environmental Assessment (Scotland) Act 2005 places a duty on the Council to identify and assess the environmental consequences of its proposals. The proposals have been considered under the Act and no further action is required as it does not qualify as a PPS as defined by the Act and is therefore exempt.

Sustainability

- 3.4 Under the provisions of the Local Government in Scotland Act 2003 the Council has to discharge its duties in a way which contributes to the achievement of sustainable development. Under the Climate Change (Scotland) Act 2009 the Council also has a duty relating to climate change.
- 3.5 The proposals contained within the report are assessed to have a positive impact on sustainability, particularly with regard to encouraging recycling techniques and recycled material use.

Legal and Governance

- 3.6 The Council are required, as Roads Authority under the Roads (Scotland) Act 1984, to manage and maintain the roads held on the List of Public Roads. This report considers the discharge of this duty.

Risk

3.7 There are no significant risks associated with the implementation of this project.

4. Consultation

4.1 No consultation has been carried out in preparing this report.

5. Communication

5.1 No communication has been carried out in preparing this report.

2. BACKGROUND PAPERS

2.1 None.

PARTNERING AGREEMENT

Appendix 1



PERTH AND KINROSS COUNCIL AND TAYSIDE CONTRACTS ROAD MAINTENANCE PARTNERSHIP PARTNERING AGREEMENT 1 APRIL 2024 TO 31 MARCH 2026



PARTNERING AGREEMENT

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PARTNERING AGREEMENT

INTRODUCTION

EXECUTIVE SUMMARY

It is proposed that the roads maintenance service for Perth and Kinross Council continues to be delivered by partnering with Tayside Contracts and be delivered by means of a Partnering Agreement.

The Partnering Agreement will be for a 2 year period, plus 2 year extension option and will be reviewed prior to the end of the agreement with a recommendation being made to Perth and Kinross Council to continue, if considered to still be fit for purpose.

Operational delivery will be by means of an integrated organisation comprising both Perth and Kinross and Tayside Contracts road maintenance employees.

Responsibility for service delivery will be by means of an Executive Board consisting of Officers of Economy, Place and Learning, Perth and Kinross Council, and Tayside Contracts.

SERVICE DESCRIPTION

Perth and Kinross Council provides a full range of services including its statutory duty as Roads Authority under Roads (Scotland) Act 1984 and Transport (Scotland) Act 2005. The roads maintenance service provides for the effective maintenance of the adopted road network, including footways, to ensure that it is properly maintained in a safe condition.

PARTNERING AGREEMENT

The road maintenance service is responsible for ensuring that statutory inspections are carried out and any necessary works are undertaken to ensure the continuing safety of road users. In addition the service is responsible for reviewing the overall condition of the network and for compiling and implementing a prioritised programme of named schemes for structural maintenance works.

The service is responsible for ensuring that gritting and snow clearing operations for winter maintenance are carried out in an effective and efficient manner and is committed to reviewing and improving this element of the service using the necessary resources and technology as appropriate.

The service recognises the potential environmental impacts of its operations and supports the use of recycling techniques and use of recycled materials where proven and appropriate.

VISION STATEMENT

The Partnership will deliver a sector-leading service for road maintenance, driving improvements which will be demonstrated through a number of focussed performance measures.

Our aim is to:

PARTNERING AGREEMENT

- Improve the overall management and maintenance of the road asset and become one of the leading authorities in Scotland for this service.
- Achieve Best Value in the procurement of road maintenance works.
- Improve the public perception of the condition of the road asset by positive interaction with customers.
- Achieve Significant Trading Operation legislative requirements.
- Ensure that health and safety is fully considered within every aspect of work undertaken.
- Minimise the adverse impact that the road maintenance function has on the environment.
- Create a responsive organisation that develops, monitors and evaluates standards of performance.
- Encourage innovation that adds value to our products and services.
- Seek to expand our customer base within current legislation for the benefit of the community.
- Effectively manage and develop our people.
- Improve communication and awareness.
- Reduce duplication, both in terms of systems and resources.
- Mitigate the impact of inflation on the average unit cost of road maintenance works.
- Improve management and reporting.
- Improve supervision and productivity.

The culture, ethos and vision of the two organisations is ideally suited to providing a seamless best value road maintenance service to the Council and to end users of road maintenance services in Perth and Kinross through the framework of a Partnering Arrangement. Our approach and commitment to the Partnering Agreements is detailed below.

PARTNERING AGREEMENT

CHARTER

We are committed to working together to deliver a successful road maintenance service meeting all safety, cost, quality and time criteria and demonstrating best value. To achieve this we will be:

- Open and honest and work together as a single team, with integrity, empowered and committed in a spirit of mutual trust and co-operation to meet users and each other's service needs.
- Innovative, effective and excellent service delivery.
- Efficient through continuous improvement.

PARTNERSHIP OBJECTIVES

We will work together to improve the service we provide to all road users by:

PARTNERING AGREEMENT

- Improving the efficiency of the service.
- Making best use of all the resources available to us.
- Minimising the adverse environmental impact of our activities.
- Reducing unnecessary disruption to the public.
- Ensuring the quality of our work is maintained and improved.

Our goal will be to get things right first time every time.

MANAGEMENT

PARTNERING AGREEMENT

The Executive Board (the board) is responsible for the overall performance of the service. It consists of 6 officer members, 3 from Perth & Kinross Council and 3 from Tayside Contracts together with the Roads Maintenance Partnership Manager.

The board will meet not less than 4 times per annum and more frequently if determined necessary. It examines all aspects of the service covered by the Agreement which affects the effective delivery of the service and is supported by a range of performance information.

Each party may appoint or remove members by notice to the other, and each party will use best endeavours to notify the other party when a substitute will be in attendance.

The Board operates as follows:-

- The Chair is appointed annually by rotation at the Boards Annual Meeting
- The quorum for meetings shall be 5.
- The Board shall meet at least four times a year of which one meeting will be the Annual Meeting.

The Executive Board shall hold the Roads Maintenance Partnership Manager accountable for the day to day running of the partnership and shall provide strategic direction, corporate monitoring and reporting, leadership and support to the partnership.

The Road Maintenance Partnership Manager shall be responsible for the day to day operation of the partnership and for updating the Executive Board on progress in relation to the Performance Measures & Targets as detailed in the annual service plan agreed by the Executive Board.

PARTNERING AGREEMENT

More specifically the Roads Maintenance Partnership Manager shall present to the Executive Board at all its meetings a quarterly performance report detailing outcomes achieved in relation to service plan objectives. The Roads Maintenance Partnership Manager shall also present an annual report to the Executive Board detailing the performance of the partnership against the service plan objectives.

The organisational chart showing the operational structure of the service, split between Tayside Contracts and Perth and Kinross Council staff is detailed at Appendix 1.

PARTNERING AGREEMENT

GOVERNANCE & PERFORMANCE MEASURE

The Roads Maintenance Partnership Manager will ensure governance requirements of both organisations are complied with and kept separate as required for commercial confidentiality reasons. Clear process and procedure will be in place to ensure the transparency of this activity.

Works will be awarded in accordance with “Proposals for Obtaining Best Value in Procurement of Works” as approved by Roads & Transport Committee on 13th February 2002.

An annual service plan shall be prepared by Roads Maintenance Partnership Manager detailing Performance Measures and Targets to be achieved. An Executive Board shall be responsible for agreement and delivery of the Performance Measures and Targets.

The Road Maintenance Partnership Manager shall be responsible for the day to day operation of the partnership and for updating the Executive Board on progress in relation to the Performance Measures and Targets as detailed in the annual service plan agreed by the Executive Board.

General performance indicators as derived from the APSE return will be monitored and reported to Council annually. These will be compared against similar authorities in accordance with Society of Chief Officers for Transportation in Scotland Asset Management Family Groups.

PARTNERING AGREEMENT

The aim of the Partnership is to improve the condition of the road network in the most cost effective manner as possible. The Roads Maintenance Partnership Manager will monitor and report unit costs to ensure value for money continues to be provided.

The Roads Maintenance Partnership Manager will bring to Council new and reviewed Policy/Strategy as appropriate to the delivery of the road maintenance service.

Term

The term of this agreement will be from 1 April 2023 (backdated) for a period of 5 years ending on 31 March 2028 unless otherwise agreed. The agreement will be reviewed prior to the 31 March 2028 and a recommendation made as to its continuation. In the event that the Partnership is considered to continue to be a success, it is the intention of all parties to extend the Partnership for a further period.

Payment

Works will be awarded and reimbursed in accordance with “Proposals for Obtaining Best Value in Procurement of Works” as approved by Roads & Transport Committee on 13th February 2002.

Tayside Contracts will assess the amount due and submit an invoice at the end of each month.

The Employer pays Tayside Contracts within 3 weeks of receiving the Tayside Contracts invoice.

If the Employer does not agree with the invoice submitted by Tayside Contracts, he notifies Tayside Contracts of the reason for his disagreement before the payment becomes due.

Should Tayside Contracts wish to dispute the Employers decision the Dispute Resolution Procedure would begin at Stage 1.

PARTNERING AGREEMENT

DISPUTE RESOLUTION

We intend that where a dispute arises, it should be resolved at the earliest possible time and at the point of dispute. Where a resolution is not achieved the following will apply:

Stage 1

- The matter will be referred by the parties in dispute to the Roads Maintenance Partnership Manager who will rule on the dispute.
- Where resolution has not been determined the Roads Maintenance Partnership Manager will escalate as follows:

Stage 2

- The matter will be referred by the Roads Maintenance Partnership Manager to Head of Service Environment and Consumer Services, who will resolve the matter with the Head of Operations, Tayside Contracts. Where satisfactory resolution has not been agreed the HoS will escalate as follows:

Stage 3

- The matter will be referred to Depute Director Housing and Environment and the Managing Director of Tayside Contracts who will be the final arbitrars.

PARTNERING AGREEMENT

INSURANCE

The Council indemnifies Tayside Contracts against claims, proceedings, compensation and costs payable which arise directly from the lawful, non-negligent provision of the service, or which arise from any fault, negligence, breach of statutory duty or any acts prejudicial to any legal rights which provision, fault, negligence, breach of statutory duty or prejudicial acts are solely attributable to the Council which are the unavoidable result of the service or of providing the Service or which arise from fault, negligence, breach of statutory duty, or interference with a legal right by the Council except by Tayside Contracts.

Tayside Contracts indemnifies the Council against loss, damage, injury, illness or disease, claims, proceedings, compensation and costs arising from their negligent carrying out of the Service.

Notwithstanding the foregoing generality, Tayside Contracts will effect and maintain the following insurances:

Employers Liability: minimum indemnity limit £10million any one incident, unlimited in the period;

Public Liability: minimum indemnity limit £10million any one incident, unlimited in the period.

PEOPLE MANAGEMENT

All individuals working within the Partnership will remain on the terms and conditions of their employing organisation. Similarly, all disciplinary, sickness absence, work performance matters etc will be dealt with in accordance with the employment policies, procedures and protocols of the employing organisation. As such the provisions of TUPE do not apply to the Partnership.

PARTNERING AGREEMENT

PROGRAMMING

We agree that the service should be delivered to meet the requirements of the Council and end users in the most efficient manner possible. To do this we will jointly plan and programme work so as to achieve customer satisfaction, best value and compliance with statutory requirements to co-ordinate works on the network.

TERMINATION

We agree that the parties may terminate the Partnering Agreement by giving six months' notice in writing to the other party, such notice being effective from 1 April or 1 October whichever date next follows the notice in writing.

Alison Williams
Director
Economy, Place and Learning
Perth and Kinross Council

Keith McNamara
Managing Director
Tayside Contracts

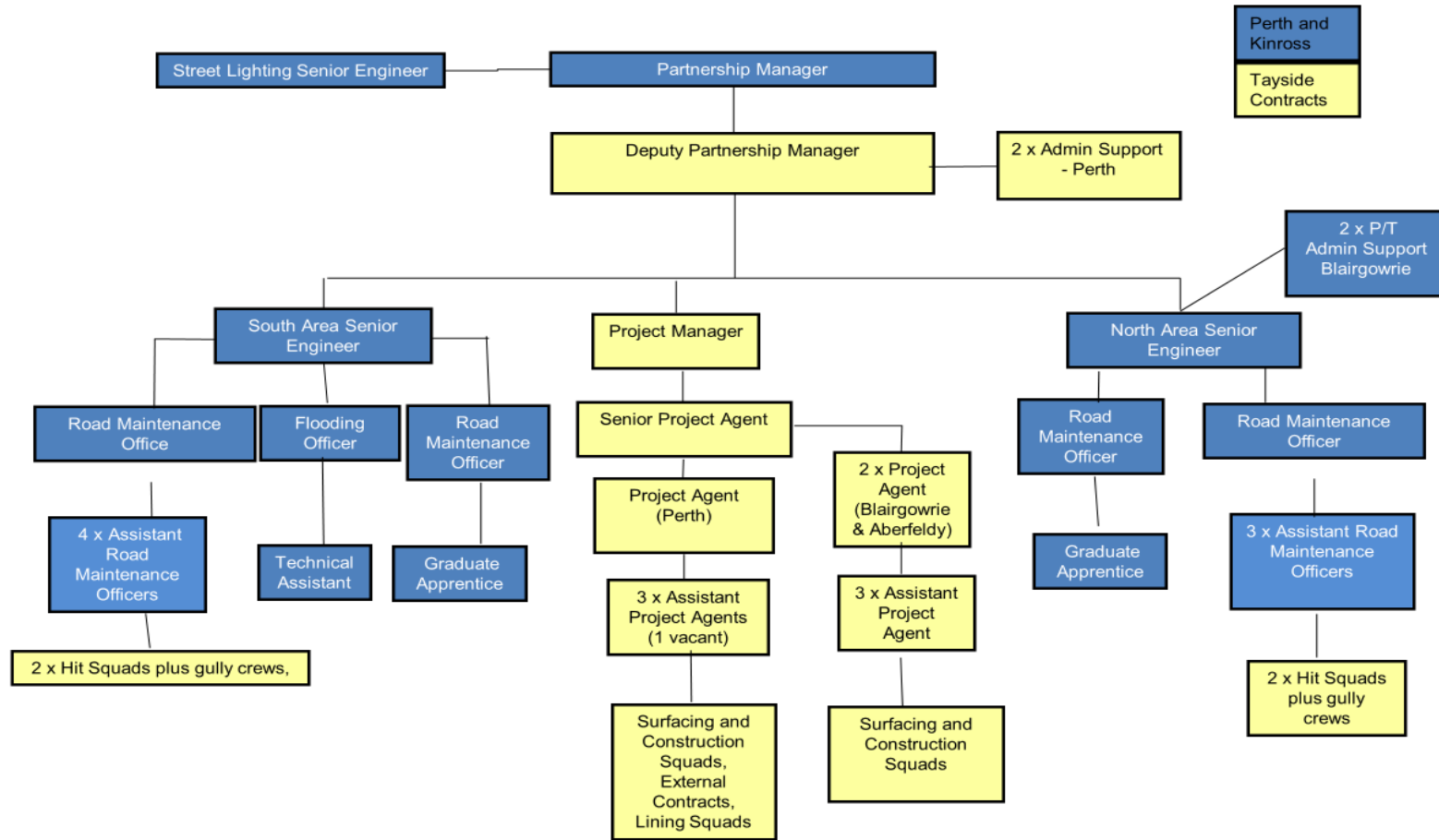
Date-----

Date-----

PARTNERING AGREEMENT

APPENDIX 1

Perth and Kinross Council & Tayside Contracts Road Maintenance Partnership



Perth And Kinross Council

Economy & Infrastructure Committee

29 May 2024

STREET LIGHTING PARTNERSHIP AGREEMENT

Report by Strategic Lead, Environment & Infrastructure
(Report No. 24/161)

1. PURPOSE OF REPORT

- 1.1. The purpose of this report is to seek approval to extend the existing partnership agreement with Dundee City Council, Angus Council and Tayside Contracts for the shared service delivery of Street Lighting across the geographical areas of all three councils. Dundee City agreed a 5 year extension on 23 January 2023 and this report, in order to tie-in with that period, requests a 5 year agreement period to 31 March 2028.

2. RECOMMENDATION

- 2.1 It is recommended that the Committee:

- note the contents of this report and agree the continued method of service delivery by means of a 5 year Partnering Agreement.
- agrees that the SLP will report performance to Committee annually as part of the Council's performance management framework.

3. STRUCTURE OF REPORT

- 3.1 This report is structured over the following sections:

- Section 4: Background/Main Issues
- Section 5: Proposals

4. BACKGROUND / MAIN ISSUES

- 4.1 The existing Street Lighting Partnership between Perth & Kinross Council, Dundee City Council, Angus Council and Tayside Contracts has existed in its current successful form since 2006, albeit Angus Council only joined in 2020. This was the first partnership in this form and over the last 17 years, it has consistently performed well against its various objectives and key service performance indicators. The Street Lighting Partnership is fully committed to the Roads Asset Management Planning framework and all Street lighting inspections, repairs, inventory and records are held and updated electronically.

- 4.2 Full performance data is included in the annual Roads Asset Status Report (Report no 18/364) .
- 4.3 The Street Lighting Partnership has historically performed well and over the years gained national recognition of its level of service and service approach. In 2008, it reached the finals of the Association of Public Service Excellence (APSE) awards in the Public/Public Partnership category. In 2010, it was a finalist in the APSE Best Performing category. In 2013, The Council was shortlisted for a UK National Award 'Best and Most Improved Performer' for the delivery of Street Lighting.
- 4.4 The Partnership operates as an integrated team under a single Street Lighting Partnership Manager who covers Perth and Kinross Council, Dundee City Council and Angus Council and has many benefits for all three local authorities and Tayside Contracts. These include:
- The larger team based across all three Councils is adaptable in dealing with peaks and troughs in workload.
 - The production of a common specification has reduced the costs of storage of materials and encourages cost savings through bulk purchase. This approach is supported by Scottish Government initiatives, Procurement Scotland and Scotland Excel.
 - The arrangement also meets the Scottish Governments objectives in increased partnership working and shared services in line with the Efficient Government agenda.
 - It gives scope for further development of such a partnership, for example by other Councils joining to realise efficiency savings. As stated above, Angus Council joined the partnership in 2020.
 - Since its inception the partnership approach has provided opportunities for efficiencies and reduced staff levels and costs for all partners. The staffing levels are currently deemed to be at the lowest level to sustain the existing level of service delivery.
- 4.5 An Executive group comprising of senior officers from each Council and Tayside Contracts meet four times a year to review performance of the Partnership against a number of agreed criteria. The present Partnering Agreement expired on the 31 March 2023 after a further successful four year period.
- 4.6 As part of the Roads Asset Management Planning Framework, projections are made in relation to the increasing price of electricity. Through capital investment and spend to save policies, the Street Lighting Partnership has sought to mitigate these increases. This has been largely due to the proactive approach of taking advantage of developing lighting technologies to reduce electricity consumption and reduce maintenance.

- 4.7 The Street Lighting Partnership is already well advanced in many of these new technologies such as the use of energy efficient white light sources and part night dimming. LED lanterns are now both more affordable and attractive as spend to save solutions.
- 4.8 The LED replacement programme has, to date, reduced the Councils energy consumption by 52.5% which represents an annual reduction of 5,500,000 kWh of electricity. Carbon emissions have reduced by 80%, which represents an annual reduction of 4,540 tonnes of Co2. The cost savings for the Council associated with this LED replacement scheme are currently £2.6m and are estimated to produce a £20m saving over the 20 year life of the lanterns.
- 4.9 The Street Lighting Partnership also introduced a Central Management System (CMS) for 2200 street lights in Perth City Centre. Through communication with nodes installed in the street lighting lanterns, this enables the Street Lighting Partnership to remotely monitor individual streetlights as well as control the level of lighting which is operational. This system allows for the lights to be remotely monitored for fault issues as well as potentially generating savings via variable lighting levels as needed by area. This provides substantial environmental benefits as well as: -
- Controllable and efficient street lighting
 - Enhanced public and road safety
 - Improved energy efficiency
 - Improved lighting maintenance
 - Improved data collection

5. PROPOSALS

- 5.1 While being one of the leading Councils in the introduction of new technologies, there are still opportunities for improvement to further enhance and build on the successes that have been realised to date. Listed below are the main areas of work where the Partnership is realising further improvements:
- Introduction of LED light technology into street lighting applications to reduce electricity consumption and further improve reliability and extend the operational life of the lamps. To date 19,000 street lights have been installed using LED technology. There is approximately 6,000 further street lights to be installed with this technology to reach 100% installation.
 - In line with National Guidance and recommendations, street lights with adaptable lighting levels have been introduced as standard in streets where traffic volumes and pedestrian movement reduces significantly outwith peak social hours. This innovative approach reduces electricity consumption and assists in helping the Council meet its Statutory carbon reduction obligation.

- Through the SCOTS Asset Management project, the Partnership is undertaking an active role in the introduction and development of Asset Management tools and techniques to help further improve the service.

5.2 Some of these initiatives and projects will take time to develop. The present Street Lighting Partnering arrangement meets the Scottish Government's objectives in increased partnership working in line with the Efficient Government agenda.

Authors

Name	Designation	Contact Details
Stuart D'All	Road Maintenance Partnership Manager	ComCommitteeReports@pkc.gov.uk
Lisa Chiles	Street Lighting Partnership Manager	

Approved

Name	Designation	Date
Fraser Crofts	Strategic Lead, Environment & Infrastructure	9 May 2024

If you or someone you know would like a copy of this document in another language or format, (on occasion, only a summary of the document will be provided in translation), this can be arranged by contacting the Customer Service Centre on 01738 475000.

You can also send us a text message on 07824 498145.

All Council Services can offer a telephone translation facility.

1. IMPLICATIONS, ASSESSMENTS, CONSULTATION AND COMMUNICATION

Strategic Implications	Yes / None
Community Plan	Yes
Corporate Plan	Yes
Resource Implications	
Financial	None
Workforce	None
Asset Management (land, property, IST)	None
Assessments	
Equality Impact Assessment	No
Strategic Environmental Assessment	No
Sustainability (community, economic, environmental)	Yes
Legal and Governance	Yes
Risk	None
Consultation	
Internal	None
External	None
Communication	
Communications Plan	None

1. Strategic Implications

Community Plan

- 1.1 Street lighting makes an important contribution to road safety, crime prevention and the creation of an acceptable, safe night-time environment. Good reliable street lighting is a key factor in building and maintaining community safety and improving the quality of life for both residents and visitors.

Corporate Plan

- 1.2 Street lighting makes an important contribution to road safety, crime prevention and the creation of an acceptable, safe night-time environment. Good reliable street lighting is a key factor in building and maintaining community safety and improving the quality of life for both residents and visitors.

2. Resource Implications

Financial

- 2.1 There are no direct financial implications within this report.

Workforce

- 2.2 There are no direct workforce implications within this report.

Asset Management (land, property, IT)

- 2.3 There are no direct land and property, or information technology implications arising from the contents of this report.

3. Assessments

Equality Impact Assessment

- 3.1 Under the Equality Act 2010, the Council is required to eliminate discrimination, advance equality of opportunity, and foster good relations between equality groups. Carrying out Equality Impact Assessments for plans and policies allows the Council to demonstrate that it is meeting these duties.

This section should reflect that the proposals have been considered under the Corporate Equalities Impact Assessment process (EqIA) with the following outcome:

- (i) Assessed as **not relevant** for the purposes of EqIA

Strategic Environmental Assessment

- 3.2 The Environmental Assessment (Scotland) Act 2005 places a duty on the Council to identify and assess the environmental consequences of its proposals. The proposals have been considered under the Act and no further action is required as it does not qualify as a PPS as defined by the Act and is therefore exempt.

Sustainability

- 3.3 Under the provisions of the Local Government in Scotland Act 2003 the Council has to discharge its duties in a way which contributes to the achievement of sustainable development. Under the Climate Change (Scotland) Act 2009 the Council also has a duty relating to climate change.
- 3.4 The proposals contained within the report are assessed to have a positive impact on sustainability, particularly with regard to .

Legal and Governance

- 3.5 The Council are required, as Roads Authority under the Roads (Scotland) Act 1984, to manage and maintain the roads held on the List of Public Roads. Street Lighting is included within this requirement and this report considers the discharge of this duty.

Risk

3.6 There are no significant risks associated with the implementation of this project.

4. Consultation

4.1 No consultation has been carried out in preparing this report.

5. Communication

5.1 No communication has been carried out in preparing this report.

2. BACKGROUND PAPERS

2.1 None



**ANGUS COUNCIL, DUNDEE CITY COUNCIL, PERTH & KINROSS COUNCIL,
AND TAYSIDE CONTRACTS LIGHTING SERVICE**

PARTNERING AGREEMENT

1ST APRIL 2023 TO 31ST MARCH 2028

INTRODUCTION

EXECUTIVE SUMMARY

Since 2006 streetlighting services have been delivered through a joint shared services approach through the Streetlighting Partnership. In 2018, the Angus Council area was included in the Partnership creating a joint shared services approach across the three Council areas.

The Partnership has been considered a success and has managed to streamline administration, reduce duplication and demonstrate Best Value approach against a set of strategic performance criteria. All parties have considered their options and wish to extend the Tri Partnering approach for a period of 5 years from 1 April 2023 to 31 March 2028.

Operational delivery of the service is by means of an integrated organisation comprising Tayside Contracts, Dundee City, Perth & Kinross and Angus Street Lighting employees.

Responsibility for service delivery would continue to be overseen by an Executive Board consisting of Officers from the City Development Department of Dundee City Council, Communities Department of Perth & Kinross Council, Infrastructure and Environment of Angus Council and Tayside Contracts.

The Integrated organisation is not a corporate body, nor does it have the capacity to enter into contracts for whatever purpose.

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PARTNERING AGREEMENT

1. 1.Service Description

- 1.1 Dundee City Council, Perth & Kinross Council and Angus Council provide a full range of services, including statutory duties required by the Roads (Scotland) Act 1984 and Electricity at Work Regulations 1989, associated with the installation, upgrading and day-to-day maintenance of the Council's road lighting infrastructure.
- 1.2 Street lighting makes an important contribution to road safety, crime prevention and the creation of an acceptable, safe night-time environment. Good reliable street lighting is a key factor in building and maintaining community safety and improving the quality of life for both residents and visitors.
- 1.3 The street lighting Partnership is committed to maintaining and where possible improving the high level of service provided in the operation and maintenance of this asset. The Partnership approach adopted by all councils has been successful in reducing the cost of providing the street lighting service and will continue to seek to do so.
- 1.4 The maintenance of the street lighting asset includes replacement of the asset when it reaches the end of its serviceable life. In addition, new developments requiring lighting are adopted by the council.
- 1.5 The lighting service also encompasses illuminated traffic signs and bollards, specialist lighting projects, and other electrical street furniture and their maintenance.
- 1.6 The issue of sustainability is a major consideration in the provision of the lighting function and the team will continue to review sustainability of the service including energy efficiency devices and the use of recycled and alternative materials.
- 1.7 Through its electricity consumption, Street Lighting can contribute up to 10% of the Councils overall Carbon footprint and in the life of this agreement will continue to play a major part in offering up initiatives to help Councils meet their obligations and targets in relation to the Streamlined Energy and Carbon Reporting Framework.
- 1.8 Across the three council areas the existing Quality Management Systems will be reviewed and updated with one system established and introduced into the work of the street lighting teams to ensure that similar operations are carried out in a consistent manner and to an appropriate standard.

TRI COUNCIL LIGHTING

2. Service Objectives

- 2.1 The Councils' objectives in respect to the delivery of this service are to:-
- Assist the Councils in achieving their corporate objectives.
 - Improve the overall management and maintenance of the street lighting asset and maintain the position as leading authorities in Scotland for this service.
 - Provide a lighting service that improves road safety and the well-being of the public across the Councils' areas.
 - Seek to continually improve the lighting service, balancing increased performance and the drive to reduce costs by maximising service efficiencies.
 - Demonstrate Best Value in the procurement of lighting works and reduce costs consistent with service standards.
 - Seek to minimise the adverse impact that the lighting function has on the environment.
 - Improve the reliability and operation of street lighting equipment by reducing the number of annual defects.
 - Deliver the lighting service with due regard to the health and safety of the public and the workforce.
 - Integrate with the other services of the Councils'.

2.2 **Tayside Contracts** objectives in respect of service delivery are to:

- Produce a cost effective and quality product/service that meets the needs and requirements of the three constituent councils and other clients.
- Develop partnerships with all stakeholders including the constituent councils, other clients, the people and businesses within the community.
- Create a responsive organisation that develops, monitors and evaluates standards of performance.
- Encourage innovation that adds value to our products and services.
- Seek to expand our customer base within current legislation for the benefit of the community.

TRI COUNCIL LIGHTING

These objectives are encapsulated in Tayside Contracts' mission statement, "Enhancing our communities through excellent services."

- 2.3 The culture, ethos and vision of all four organisations is ideally suited to providing a seamless and best value lighting service to the Councils' and to end users of lighting services in Dundee City, Perth & Kinross and Angus through the framework of a Partnering Arrangement. Our approach and commitment to the Partnering Agreement is detailed below.

3. Charter

- 3.1 We are committed to working together to deliver a successful street lighting service meeting all safety, cost, quality and time criteria and demonstrating best value. The partnership between Tayside Contracts, Dundee City Council, Perth & Kinross Council and Angus Council is to be known as the Tri Council Lighting Partnership.

To achieve this we will be

- Open and honest and work together as a single team, with integrity
- Empowered and committed in a spirit of mutual trust and co-operation to meet users and each other's service needs
- Innovative, effective and excellent in-service delivery
- Efficient through continuous improvement

4. Mutual Objectives/Success Criteria

- 4.1 We acknowledge that as separate bodies we have independent organisational goals but that by agreeing this partnership we share objectives to:
- Improve communication and awareness
 - Reduce duplication, both in terms of systems and resources
 - Reduce the average unit cost of the services delivered
 - Improve management and reporting
 - Improve supervision, quality and productivity
 - Provide opportunity to devise new and improved working practices to make more effective and efficient use of resources.
 - Achieve the required rate of return in terms of statutory requirements and that of the Joint Committee
 - Minimise and reduce impact on the environment

TRI COUNCIL LIGHTING

5. Performance Indicators and Targets

- 5.1 An annual service plan and five-year service improvement plan shall be prepared by Lighting Partnership Manager detailing Performance Measures and Targets to be achieved. An Executive Board shall be responsible for agreement and delivery of the Performance Measures and Targets.
- 5.2 The Lighting Partnership Manager shall be responsible for the day-to-day operation of the partnership and for updating the Executive Board on progress in relation to the Performance Measures and Targets as detailed in the annual service plan agreed by the Executive Board.
- 5.3 The Lighting Partnership Manager shall develop a series of Performance Indicators ("PI's"), building on the existing service measures which will demonstrate the continual improvement of the service, financial stewardship and the benefits of the partnership. These PIs will include annual targets which the service seeks to achieve.
- 5.4 These PIs and progress towards targets will be reported to the Executive Board at least quarterly to monitor performance and take appropriate action to complete the targets.
- 5.5 Targets and PIs will be reviewed annually by the Lighting Partnership Manager and submitted for approval to the Executive Board/

6. Term

- 6.1 Subject to the terms of Clause 13.1 the term of this agreement will be from the 1 April 2023 for a period of 60 months ending on 31 March 2028 unless otherwise agreed.

7. Payment

Angus, Dundee City and Perth & Kinross Council

- 7.1 Payment terms will follow the relevant clauses in the Engineering and Construction Contract for Option C: Target contract with activity schedule as amended by the following.
- 7.2 Tayside Contracts will assess the amount due on a cost-plus basis (20%, reviewed and updated annually) for each work activity and submit an invoice at the end of each month, until the end of the agreed period.

Angus, Dundee City and Perth & Kinross Council

- 7.3 The Councils pay Tayside Contracts within 3 weeks of receiving Tayside Contracts invoice.

TRI COUNCIL LIGHTING

7.4 If a Council does not agree with the invoice submitted by Tayside Contracts, he notifies Tayside Contracts of the reason for his disagreement before the payment becomes due.

7.5 Should Tayside Contracts wish to dispute a Councils decision the Dispute Resolution Procedure would begin at Stage 2.

8. Quality Management

8.1 We are dedicated to the provision of a service that meets all the requirements of our customers. We will aim to achieve this first time, on time. In order to ensure this we will seek to develop systems, procedures and resources that ensure compliance with the requirements of BS EN ISO 9001 and 9002. We will endeavour to involve all our employees engaged on the service in the process and will provide the training and development necessary to sustain the principles outlined here. We acknowledge that prevention of problems is better than cure, but if we do fail to meet requirements, we will take prompt remedial action with the minimum of disruption to the customer. We will investigate the root cause of failures and establish the action necessary to prevent reoccurrence, thereby taking a proactive approach to quality improvement.

9. Dispute Resolution

9.1 The Parties intend that disputes should be resolved at the earliest possible time and at the point of dispute. Where resolution has not been achieved the following Dispute Resolution Procedure will apply:

Stage 1

- The matter will be referred by the party in dispute to the Street Lighting Partnership Manager who will resolve the matter with the party in dispute.

- Where resolution has not been mutually agreed, the Lighting Partnership Manager will escalate the dispute to Stage 2:

- The matter will be referred by the Lighting Partnership Manager to the Head of Operations of Tayside Contracts who will resolve the matter with the Head of Sustainable Transport & Roads (Dundee City) or Head of Environmental and Consumer Services (Perth & Kinross) or Head of Infrastructure and Environment (Angus Council).

- Where resolution has not been mutually agreed with the party in dispute, the Head of Operations will escalate the dispute to Stage 3:

TRI COUNCIL LIGHTING

Stage 3

- The matter will be referred by the Head of Operations to the Managing Director of Tayside Contracts and Executive Director of City Development (Dundee City) or Executive Director (Communities) (Perth & Kinross) or Director of Infrastructure and Environment (Angus Council) who will be the final arbiters for any dispute.

10. Insurance

- 10.1 The Councils indemnify Tayside Contracts against claims, proceedings, compensation and costs payable which arise directly from the lawful, non-negligent provision of the service, or which arise from any fault, negligence, breach of statutory duty or any acts prejudicial to any legal rights which provision, fault, negligence, breach of statutory duty or prejudicial acts are solely attributable to the Councils which are the unavoidable result of the service or of providing the Service or which arise from fault, negligence, breach of statutory duty, or interference with a legal right by the Councils or a person employed by or contracted to the Councils except by Tayside Contracts.
- 10.2 Tayside Contracts indemnifies the Councils against loss, damage, injury, death, illness or disease, claims, proceedings, compensation and costs arising from or in connection with their negligent carrying out of the Service.
- 10.3 Notwithstanding the foregoing generality, Tayside Contracts will effect and maintain the following insurances:
- Employers Liability: minimum indemnity limit £10million any one incident, unlimited in the period;
 - Public Liability: minimum indemnity limit £10million any one incident, unlimited in the period

11. Management

- 11.1 The Executive Board (the Board) is responsible for the performance of the services. It will consist of 9 members, 2 from Dundee City Council, 2 from Perth & Kinross Council, 2 from Angus Council and 2 from Tayside Contracts together with the Lighting Partnership Manager (non-voting, no executive member). The Board will meet not less than every 3 months or more frequently as determined by the Board and may discuss all aspects of the service as they relate to the Agreement along with matters of mutual interest which affect the progress of the service.
- 11.2 Each party may appoint or remove members by notice to the other parties.

11.3 The Board shall operate as follows:-

- A Chairperson and Vice Chairperson shall be appointed annually by rotation at the Board's Annual Meeting.
- The Chairperson, or Vice Chairperson in their absence, shall have the casting vote at meetings of the Board.

TRI COUNCIL LIGHTING

- The quorum for meetings shall be 4 officers, one from each of the parties and the Lighting Partnership Manager.
 - The Board shall meet at least four times a year of which one meeting will be the Annual Meeting.
- 11.4 The partners shall have the power to appoint substitutes who may sit on the Board from time to time and each party shall use best endeavours to notify the other party in advance whenever a substitute will be attending a meeting of the Board.
- 11.5 The Executive Board shall hold the Partnership Manager accountable for the day to day running of the partnership and shall provide strategic direction, corporate monitoring and reporting, leadership and support to the partnership.
- 11.6 The Partnership Manager shall be responsible for the day to day operation of the partnership and for updating the Board on progress in relation to the Performance Measures & Targets as detailed in the annual service plan agreed by the Board. More specifically the Partnership Manager shall present to the Board at all its meetings a quarterly performance report detailing outcomes achieved in relation to service plan objectives. The Partnership Manager shall also present an annual report to the Board no later than June each year, detailing the performance of the partnership against the service plan objectives.
- 11.7 An organisational chart showing the operational management structure of the service is detailed at Appendix 1.
- 11.8 All individuals working within the Partnership will remain on the terms and conditions of their employing organisation. Similarly, all disciplinary, sickness absence, work performance matters etc will be dealt with in accordance with the employment policies, procedures and protocols of the employing organisation. As such the provisions of TUPE do not apply to the Partnership

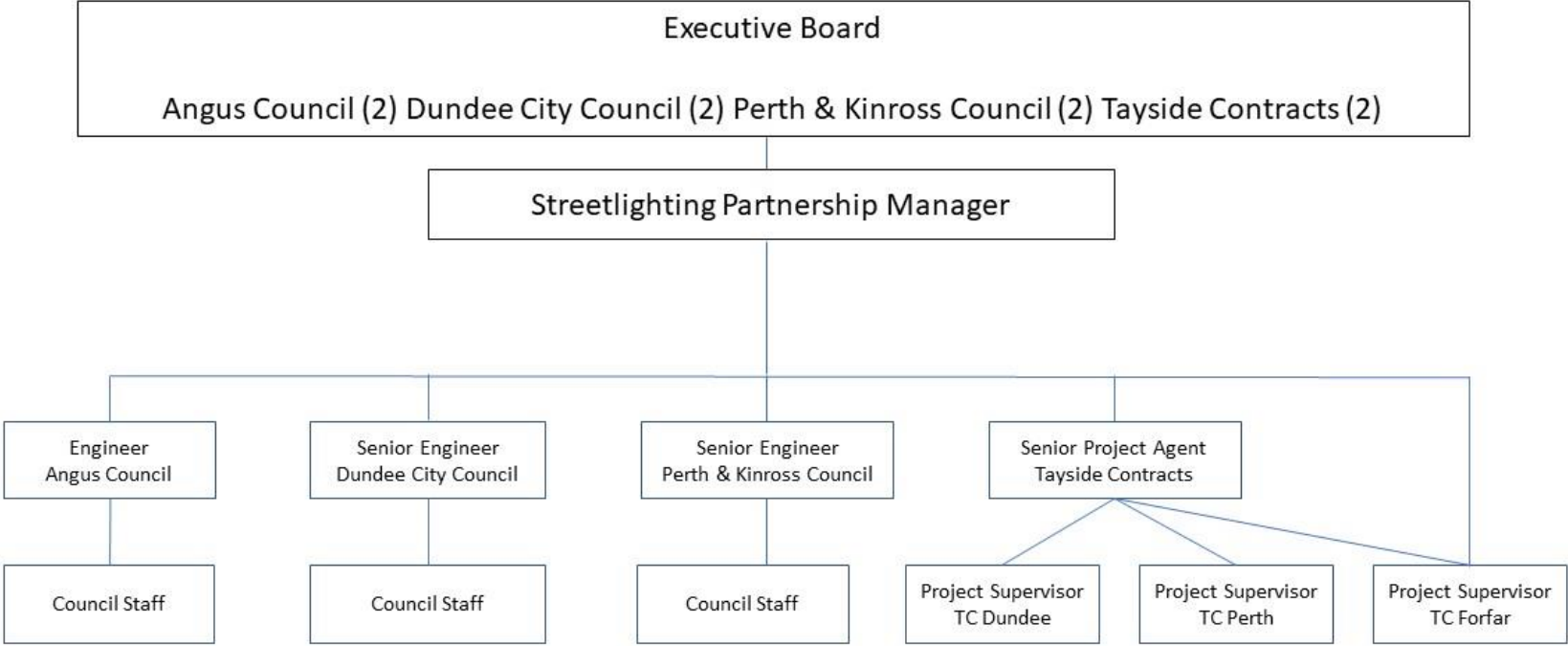
12. Programming

- 12.1 Services are to be delivered to meet the requirements of Councils' and end users in the most efficient manner possible. To do this we will jointly plan and programme work so as to achieve customer satisfaction, Best Value and mutual objectives/success criteria referred to in this Service Agreement. The day to day operational issues are delegated to the Lighting Partnership Manager.

13. Termination

- 13.1 Any party may terminate the Partnering Agreement by giving six months notice in writing to the other parties such notice being effective from the 1 April or 1 October whichever date next follows the notice in writing.

Appendix 1



G Dailly
Director of Infrastructure and Environment
Angus Council

D McKay
Head of Operations
Tayside Contracts

Date:

Date:

F Crofts
Strategic Lead, Environment & Infrastructure
Perth & Kinross Council

E Macnaughton
Head of Sustainable Transport & Roads
Dundee City Council

Date:

Date:

Perth & Kinross Council

Economy & Infrastructure Committee

29 May 2024

**ACTIVE TRAVEL STRATEGY -
CYCLING, WALKING AND SAFER ROUTES (CWSR) PROJECTS 2024/25**

Report by Strategic Lead - Environment & Infrastructure
(Report No. 24/162)

1. PURPOSE

1.1 This report details the Cycling, Walking and Safer Routes (CWSR) projects implemented in 2023/24. It also seeks Committee approval of the proposed list of active travel projects for 2024/25.

2. RECOMMENDATIONS

2.1 It is recommended that the Committee:

- Notes the schemes implemented from the Cycling, Walking and Safer Routes Grant Funding in 2023/24 as detailed at Appendix 1.
- Approves the list of works for active travel projects for the financial year 2024/25 as detailed in Appendix 2.

3. STRUCTURE OF REPORT

3.1 This report is structured over the following sections:

- Section 4: Background
- Section 5: Proposals
- Section 6: Conclusion
- Appendices

4. BACKGROUND

4.1 In 2023/24, Perth and Kinross Council received a capital grant of £982,000 for Cycling, Walking and Safer Routes (CWSR) projects. CWSR has for many years been the grant source to deliver active travel projects. However, Transport Scotland has altered the funding arrangements, and for 2024/25 and for future years the Council will be awarded a block capital grant for active travel projects. This grant must be used for the purpose of undertaking a programme of works for local cycling, walking and safer routes projects.

4.2 Transport Scotland are still to confirm the full Tier 1 grant funding award for 2024/25, £664,000 of block grant funding for Active Travel was confirmed through the budget process on 28 February 2024. However, Transport Scotland have indicated that this is not the full amount, and we should expect a similar level to 2023/24.

- 4.3 Appendix 2 shows the proposed projects for 2024/25 based on a similar level of funding to 2023/24. However, if TS confirm that the budget differs to what we are expecting then a briefing note will be provided to Elected Members detailing the revised programme of projects for 2024/25.
- 4.4 Included in the terms and conditions of the grant for 2023/24 is a provision that local authorities shall consider a minimum spend of 36% (and preferably above 50%) on works and promotion relating to cycling. This approach was agreed by the COSLA Regeneration and Sustainable Development Executive Group on 5 February 2010.
- 4.5 Transport Scotland's long-term vision for active travel in Scotland 2030 is to make walking or cycling the most popular choice for shorter everyday journeys, by making it safer, easier, and available to everyone. It is intended to achieve many outcomes, including better health, having attractive, safe communities, and increased economic activity.
- 4.6 At its meeting on 29 March 2023 (Report No. 23/103 refers), the Environment Infrastructure & Economic Development Committee approved a list of works to be funded from the anticipated 2023/24 Scottish Government grant of £667,000 for CWSR projects. However, the actual grant received was significantly higher (£982,000). In addition, £100,000 was carried over from the previous years CWSR grant. Details of the various schemes approved, and how the funding was spent in 2023/24, are listed in Appendix 1.
- 4.7 In total, £1,132,000 of actual works was funded in 2023/24 from the CWSR grant and other external funding grants. In addition, £147,000 was claimed for officer time for the works. As approximately 75% of the 2023/24 grant funding was spent on cycling related works, the terms and conditions of the grant were met.
- 4.8 Funding of £167,000 from Tayside and Central Transport Partnership (TACTRAN) was also secured in order to deliver a section of shared use path along the A94 between Woodside and Coupar Angus.
- 4.9 The projects delivered during 2023/24 have provided improvements for the most vulnerable road users in our communities. The measures included the provision of dropped kerbs and build outs to assist pedestrians to cross the road safely. Missing footpaths and shared use links were also provided to assist and encourage pedestrians and cyclists in local communities to use more active forms of travel. Several projects were delivered in the vicinity of schools to provide improvements to infrastructure that will encourage active travel for children going to and from school.
- 4.10 Walking and cycling provides the individual with not just physical health benefits but also provide benefits for mental health, the environment and reducing transport costs. Perth and Kinross Council is committed to making it easier for everyone to incorporate active travel choices into their daily routines.

5. PROPOSALS

Active Travel - Proposed Programme 2024/25

- 5.1 The schemes which have been identified for implementation in 2024/25 are listed in Appendix 2. The associated plans for the proposed works during 2024/25 are shown in Appendix 3.
- 5.2 The proposals from 2024/25 in Appendix 3 numbered 1 to 6 were identified following street audits with Living Streets and the Centre for Inclusive Living (Perth & Kinross) and in consultation with the respective local elected members and community councils. The projects 7 through to 14 for 2024/25 have been identified through working with the local communities, schools and elected members.
- 5.3 Tactran have advised that they have not received funding for infrastructure projects so are unable to support such applications this year.
- 5.4 Delivering a number of the projects listed in Appendix 2 will support meeting the targets of the Cycle Action Plan for Scotland. A number of these projects will improve and expand the cycling network infrastructure in Perth & Kinross.
- 5.5 Design briefs have been allocated and some works are already provisionally programmed.

6. CONCLUSION

- 6.1 This report provides an update on the projects implemented through the Scottish Government Grant for Cycling, Walking and Safer Routes in 2023/24. It also details the schemes which are proposed to be delivered from the Active Travel grant in 2024/25.

Author

Name	Designation	Contact Details
Brian Cargill	Traffic and Network Service Manager	01738 475000 ComCommitteeReports@pkc.gov.uk

Approved

Name	Designation	Date
Fraser Crofts	Strategic Lead (Environment & Infrastructure)	15 May 2024

1. IMPLICATIONS, ASSESSMENTS, CONSULTATION AND COMMUNICATION

Strategic Implications	Yes/No
Community Plan / Single Outcome Agreement	Yes
Corporate Plan	Yes
Resource Implications	
Financial	Yes
Workforce	None
Asset Management (land, property, IST)	None
Assessments	
Equality Impact Assessment	Yes
Strategic Environmental Assessment	Yes
Sustainability (community, economic, environmental)	Yes
Legal and Governance	Yes
Risk	None
Consultation	
Internal	Yes
External	Yes
Communication	
Communications Plan	Yes

1. Strategic Implications

Community Plan / Single Outcome Agreement

1.1 The Perth and Kinross Community Planning Partnership (CPP) brings together organisations to plan and deliver services for the people of Perth and Kinross. Together the CPP has developed the Perth and Kinross Community Plan which outlines the key things we think are important for Perth and Kinross.

- i) Giving every child the best start in life
- ii) Developing educated, responsible and informed citizens
- iii) Promoting a prosperous, inclusive and sustainable economy
- iv) Supporting people to lead independent, healthy and active lives
- v) Creating a safe and sustainable place for future generations

1.2 It is considered that the actions contained within this report primarily contribute to objectives iv) and v) above.

Corporate Plan

1.3 The Council's Corporate Plan outlines the same five objectives as those detailed above in the Community Plan. These objectives provide a clear strategic direction, inform decisions at a corporate and service level and shape resource allocation. It is considered that the actions contained in the report primarily contribute to objectives iv) and v). set out at 1.2 above.

2. Resource Implications

Financial

Capital

- 2.1 The Scottish Government has made available a grant of £664,000 to the Council for CWSR projects for 2024/25. The list of works recommended in this report will fully utilise this grant.

Revenue

- 2.2 It is estimated that the Revenue budget commitments arising from the routine maintenance of traffic calming features, footways, cycle paths and traffic signing (£3,000) will be met from the Roads Maintenance budgets. These costs will require to be prioritised within the existing revenue budgets.

Workforce

- 2.3 There are no workforce implications arising from this report.

Asset Management (land, property, IT)

- 2.4 There are no land and property, or information technology implications arising from the contents of this report.

3. Assessments

Equality Impact Assessment

- 3.1 An equality impact assessment needs to be carried out for functions, policies, procedures or strategies in relation to race, gender and disability and other relevant protected characteristics. This supports the Council's legal requirement to comply with the duty to assess and consult on relevant new and existing policies.
- 3.2 The function, policy, procedure or strategy presented in this report was considered under the Corporate Equalities Impact Assessment process (EqIA) with the following outcome:
- Assessed as **relevant** and the following positive outcomes are expected following implementation:
 - The measures, for example improved crossing facilities, footways and traffic calming features, will provide improved access for communities, and will particularly improve travel opportunities for disabled people with mobility issues, sight or hearing impairment, children, elderly people & parent/carers walking with children in

pushchairs/buggies.

- The measures will provide improvements for road users of all ages, but particularly for children and elderly people. This will include facilities to enable them to cross roads safely.
- The measures will also encourage children to walk or cycle to school, thus bringing health benefits.
- The measures will provide opportunities for increased travel by foot and cycle for all age groups.

Strategic Environmental Assessment

- 3.3 Strategic Environmental Assessment (SEA) is a legal requirement under the Environmental Assessment (Scotland) Act 2005 that applies to all qualifying plans, programmes and strategies, including policies (PPS).
- 3.4 The matters presented in this report were considered under the Environmental Assessment (Scotland) Act 2005 and no further action is required as it does not qualify as a PPS as defined by the Act and is therefore exempt.

Sustainability

- 3.5 Under the provisions of the Local Government in Scotland Act 2003, the Council has to discharge its duties in a way which contributes to the achievement of sustainable development. In terms of the Climate Change Act, the Council has a general duty to demonstrate its commitment to sustainability and the community, environmental and economic impacts of its actions.

Legal and Governance

- 3.6 Relevant Traffic Regulation Orders will be promoted in accordance with The Local Authorities' Traffic Orders (Procedure) (Scotland) Regulations 1999.

Risk

- 3.7 There are no significant risks associated with the implementation of this project.

4. Consultation

- 4.1 The Strategic Lead – Legal and Governance, Strategic Lead – Finance and Business Support and Police Scotland have been consulted in the preparation of this report.
- 4.2 As part of the scheme design, consultation will be carried out with the relevant parties where appropriate, including the local elected members.

5. Communication

- 5.1 For some projects, approval will allow a start to be made to the formal procedure to vary the Traffic Regulation Order (TRO). This procedure will involve statutory consultation, preparation of a draft TRO and advertising in the press. This will provide an opportunity for additional comments to be made or objections to be raised. If objections are raised, these will be reported back to Committee, with appropriate recommendations.

2. BACKGROUND PAPERS

- 2.1 The following background papers, as defined by Section 50D of the Local Government (Scotland) Act 1973 (and not containing confidential or exempt information) were relied on to a material extent in preparing the above Report; (list papers concerned)

- Report to Enterprise and Infrastructure Committee 8 June 2011, Cycling, Walking and Safer Streets (CWSS) Projects 2011/12 (11/290)
- Report to Enterprise and Infrastructure Committee 23 November 2011, Cycling, Walking and Safer Streets Projects 2011/12 Update and Sustrans Community Links Programme 2011/12 (11/580)
- Report to Enterprise and Infrastructure Committee 5 June 2013, Cycling, Walking and Safer Streets (CWSS) Projects 2013/14 (13/276)
- Report to Enterprise and Infrastructure Committee 4 June 2014, Cycling, Walking and Safer Streets (CWSS) Projects 2014/15 (14/238)
- Report to Enterprise and Infrastructure Committee 3 June 2015, Cycling, Walking and Safer Streets (CWSS) Projects 2015/16 (15/230)
- Report to Enterprise and Infrastructure Committee 1 June 2016, Cycling, Walking and Safer Streets (CWSS) Projects 2016/17 (16/244)
- Report to Enterprise and Infrastructure Committee 14 June 2017, Cycling, Walking and Safer Streets (CWSS) Projects 2017/18 (17/209)
- Report to Enterprise and Infrastructure Committee 23 May 2018, Cycling, Walking and Safer Streets (CWSS) Projects 2018/19 (18/175)
- Report to Enterprise and Infrastructure Committee 15 May 2019, Cycling, Walking and Safer Streets (CWSS) Projects 2019/20 (19/135)
- Report to Environment and Infrastructure Committee 19 May 2021, Cycling, Walking and Safer Routes (CWSR) Projects 2021/22 (21/61)
- Report to Environment and Infrastructure Committee 14 March 2022, Cycling, Walking and Safer Routes (CWSR) Projects 2022/23 (22/54)
- Report to Environment Infrastructure & Economic Development Committee 29 March 2023, Cycling Walking and Safer Routes (CWSR) Projects 2023/24 (23/103)

3. APPENDICES

- 3.1 Appendix 1 - Cycling, Walking and Safer Streets (CWSR) Projects 2023/24.
3.2 Appendix 2 – Active Travel Projects 2024/25.
3.3 Appendix 3 - Plans 1- 14

APPENDIX 1

Cycling, Walking and Safer Routes Projects 2023/24

G	Green – Works completed in 2023/24
A	Amber - Works delayed and not completed in 2023/24
R	Red – Works did not proceed in 2023/24

Shared Use Paths / Community Schemes / Safer Routes to Schools			
1	Perth City	CWSR £0	R
	Provision of minor measures such as dropped kerbs and tactile paving to improve the city centre for pedestrians with visual and mobility impairment. Wards 10, 11, 12.		
	Project did not progress due to overspends in other areas. Project to be prioritised in 2024/25.		
2	Town centre, Auchterarder	CWSR £0	A
	Provision of minor measures such as dropped kerbs and tactile paving to improve the town centre for pedestrians with visual and mobility impairment. Ward 7.		
	Projects did not progress this financial year due to overspend in other areas. Dropped kerb project on the High Street designed and will be installed in 2024/25 (funding dependent).		
3	Town centre, Blairgowrie/Rattray	CWSR £9,000	G
	Provision of minor measures such as dropped kerbs and tactile paving to improve the town centre for pedestrians with visual and mobility impairment. Ward 3.		
	Handrail installed on Lower Mill Street to aid walkers.		
4	Town centre, Dunkeld	CWSR £0	R
	Provision of minor measures such as dropped kerbs and tactile paving to improve the town centre for pedestrians with visual and mobility impairment. Ward 5.		
	Did not progress due to puffin crossing being installed. Project will be prioritised in 2024/25.		
5	Town centre, Scone	CWSR £0	A
	Provision of minor measures such as dropped kerbs and tactile paving to improve the town centre for pedestrians with visual and mobility impairment. Ward 2.		
	Project did not progress due to overspends in other area. Project prioritised in 2024/25. Dropped kerbs works programmed on Stormont Road for early		

	2024/25.		
6	Public Transport Infrastructure Improvements	CWSR £0	R
	Provision of hard standings and other measures to improve public transport links for rural communities including school transportation.		
	Project did not progress due to changes in the CWSR criteria. Projects to be funded from elsewhere.		
7	Town centre, Kinross	CWSR £0	R
	Provision of minor measures such as dropped kerbs and tactile paving to improve the town centre for pedestrians with visual and mobility impairment. Ward 8.		
	Project did not progress due to overspends in other areas. Projects to be prioritised in 2024/25		
8	A912 Baiglie Straight	CWSR £30,000	G
	Contribution towards the provision of shared use path for cyclists and pedestrians between A912 Baiglie Straight and Aberargie. Project being carried out in partnership with P&K Countryside Trust. Ward 9		
9	Stormont Road, Scone	CWSR £185,000	G
	Provision of 3m wide shared-use path connecting Stormont Road to the back of the RDM school. Hard standings provided for cycle parking. Ward 2		
10	Grandtully Primary School	CWSR £0	A
	Provision of Shared-use path to improve access from village hall car park to Primary School. Ward 4		
	Project did not progress due to land issues. An agreement will need to be reached with Grandtully Village Hall to allow the project to progress.		
11	Castlebrae, Huntingtower	CWSR £0	A
	Provision of footway from A85 down to Huntingtower School. Ward 5		
	Project will require further consultation with stakeholders to agree changes to traffic management in the area. A one-way system is proposed and consultation is underway.		
12	A94 Coupar Angus to Woodside (Phase 2)	CWSR £269,000 Tactran £167,000	G
	Provision of 3m wide shared-use path linking Coupar Angus to Woodside. Ward 2		

14	Pittenzie Road, Crieff	CWSR £167,000	G
	Provision of Shared use path linking Broich Road to Community Campus and school. Ward 6.		
15	Grange Footway	CWSR £11,000	G
	Provision of footway to improve pedestrian facilities within the village. Ward 2.		
16	Cycle Parking Provision	CWSR £3,000	G
	Provision of hard standings for secure cycle parking in Milne Street Perth. Ward 12.		
17	Forgandenny Footway Phase 2	CWSR £0	A
	Provision of footway to improve pedestrian access to the village centre. Ward 9		
	Project is designed and will be programmed with a contractor once funding for 2024/25 is confirmed.		
18	Sauchie Road, Crieff	CWSR £0	A
	Provision of footway link to improve pedestrian access. Ward 6		
	Project did not progress due to land ownership. An agreement will need to be reached with land owner to allow project to progress. Further consultation with stakeholder is required which delayed works from 2024/25.		
19	A824 Auchterarder to B8062 Grand Eagles	CWSR £153,000	G
	Provision of shared-use path from Auchterarder to the B8062 Grand Eagles junction. Ward 7		
20	Stormont Road, Scone	CWSR £79,000	G
	Provision of a puffin crossing on Stormont Road to improve access to school gates. Ward 2		
21	Primrose Crescent, Perth	CWSR £23,000	G
	Provision of puffin crossings on Primrose Crescent to improve pedestrian access to the school. Ward 11		
22	Dunkeld Puffin Crossing	CWSR £39,000	G
	Existing zebra crossing upgraded to a puffin crossing in Dunkeld in the vicinity of the School. Ward 5		

	Engineering Administration	CWSR £117,000.00
	TOTALS	CWSR £1,082,000 Tactran £167,000 Direct Resource Grant £30,000 Total £1,279,000

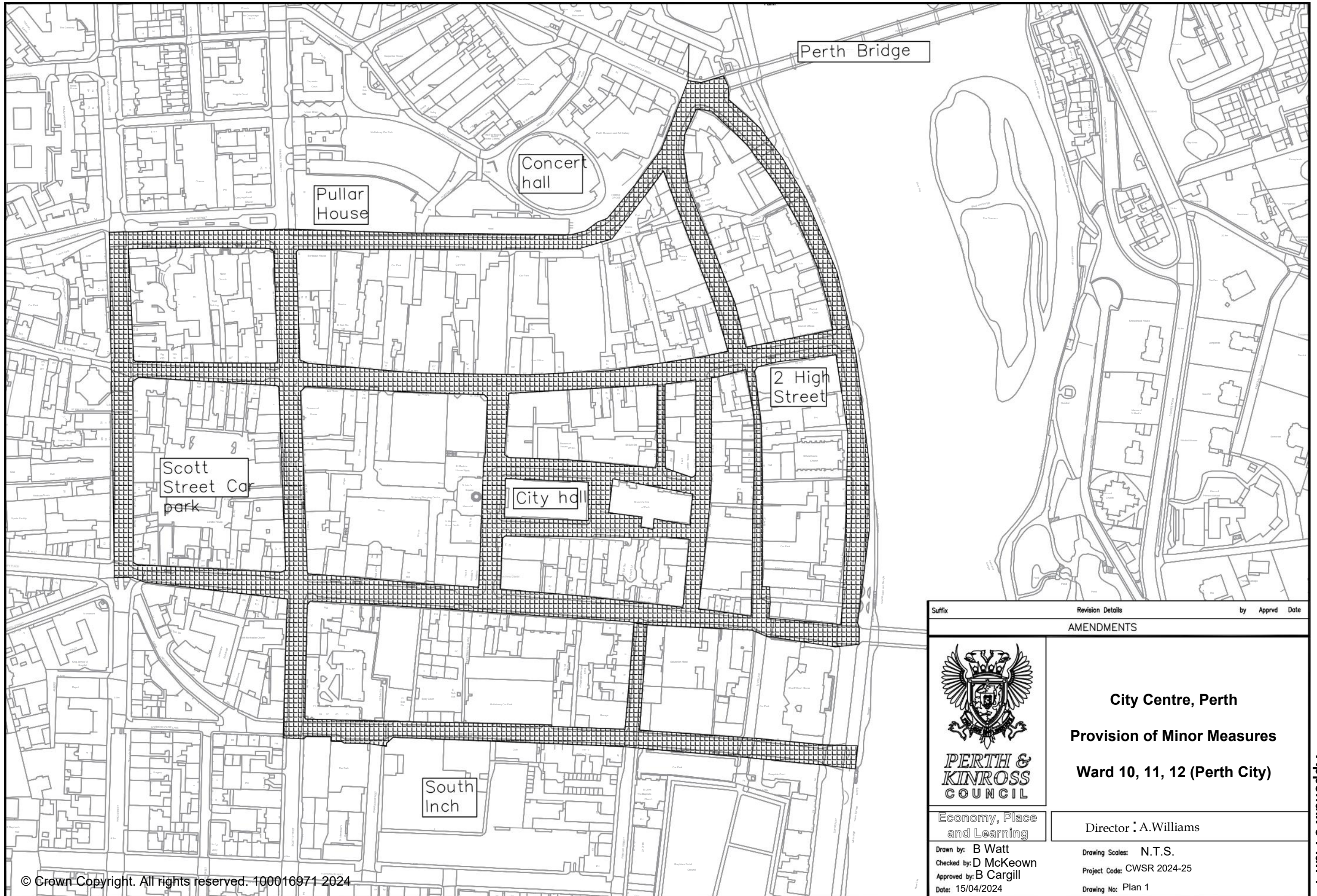
APPENDIX 2


Cycling, Walking and Safer Routes (CWSR) Projects 2024/25

Shared Use Paths / Community Schemes / Safer Routes to Schools		
1	Perth City	CWSR £10,000
	Provision of minor measures such as dropped kerbs and tactile paving to improve the city centre for pedestrians with visual and mobility impairment. Wards 10, 11, 12. See Plan No 1	
2	Town Centre, Auchterarder	CWSR £10,000
	Provision of minor measures such as dropped kerbs and tactile paving to improve the town centre for pedestrians with visual and mobility impairment. Ward 6. See Plan No 2	
3	Town Centre, Blairgowrie/Ratray	CWSR £10,000
	Provision of minor measures such as dropped kerbs and tactile paving to improve the town centre for pedestrians with visual and mobility impairment. Ward 3. See Plan No 3	
4	Town Centre, Dunkeld	CWSR £10,000
	Provision of minor measures such as dropped kerbs and tactile paving to improve the town centre for pedestrians with visual and mobility impairment. Ward 5. See Plan No 4	
5	Town Centre, Scone	CWSR £20,000
	Provision of minor measures such as dropped kerbs and tactile paving to improve the town centre for pedestrians with visual and mobility impairment. Ward 2. See Plan No 5	
6	Town Centre, Kinross	CWSR £10,000
	Provision of minor measures such as dropped kerbs and tactile paving to improve the town centre for pedestrians with visual and mobility impairment. Ward 8. See Plan No 6	

Shared Use Paths/Community Links or Safer Routes to Schools continued		
7	Scone Airport Link Path	CWSR £500,000
	Construction of Shared-use path linking Scone to Scone Airport and existing bus shelter. Signalisation of the Scone Airport junction to improve crossing facilities. Ward 2	
8	Wardside, Muthill Footway	CWSR £50,000
	Construction of footway along Wardside to improve access to Muthill Primary School. Ward 7	
9	A912 Baiglie Straight	CWSR £30,000
	Contribution towards the provision of shared use path for cyclists and pedestrians between A912 Baiglie Straight and Aberargie. Project being carried out in partnership with P&K Countryside Trust. Ward 9.	
10	Grandtully Primary School	CWSR £50,000
	Provision of 2.5m wide shared use path through park to connect main road to Primary school. Ward 4. See Plan No 9	
11	Castlebrae, Huntingtower, Perth	CWSR £50,000
	Provision of footway link and other minor measures to connect A85 to Ruthvenfield Primary school. Ward 9. See Plan No 10	

Shared Use Paths/Community Links or Safer Routes to Schools continued		
12	Forgandenny Footway Phase 2	CWSR £50,000
	Provision of footway link to connect Primary school from Forgan Grove to eastern edge of village. Ward 9. See Plan No 12	
13	Kinross Sustainable Transport Hub	CWSR £100,000
	Provision of sustainable transport hub linking secure cycle parking with public transport facilities. Ward 8. See Plan No 13	
14	Sauchie Road Crieff	CWSR £15,000
	Provision of footway link from Sauchie Road to Ryan Place to improve pedestrian links. Ward 6. See Plan No 14	
Engineering Administration		£117,000
TOTALS	CWSR (Eng. Admin.) £117,000 CWSR (Works) £865,000	



Suffix	Revision Details	by	Apprvd	Date
AMENDMENTS				
 PERTH & KINROSS COUNCIL		City Centre, Perth Provision of Minor Measures Ward 10, 11, 12 (Perth City)		
		Director : A.Williams		
Economy, Place and Learning		Drawing Scales: N.T.S. Project Code: CWSR 2024-25 Drawing No: Plan 1		
Drawn by: B Watt Checked by: D McKeown Approved by: B Cargill Date: 15/04/2024				

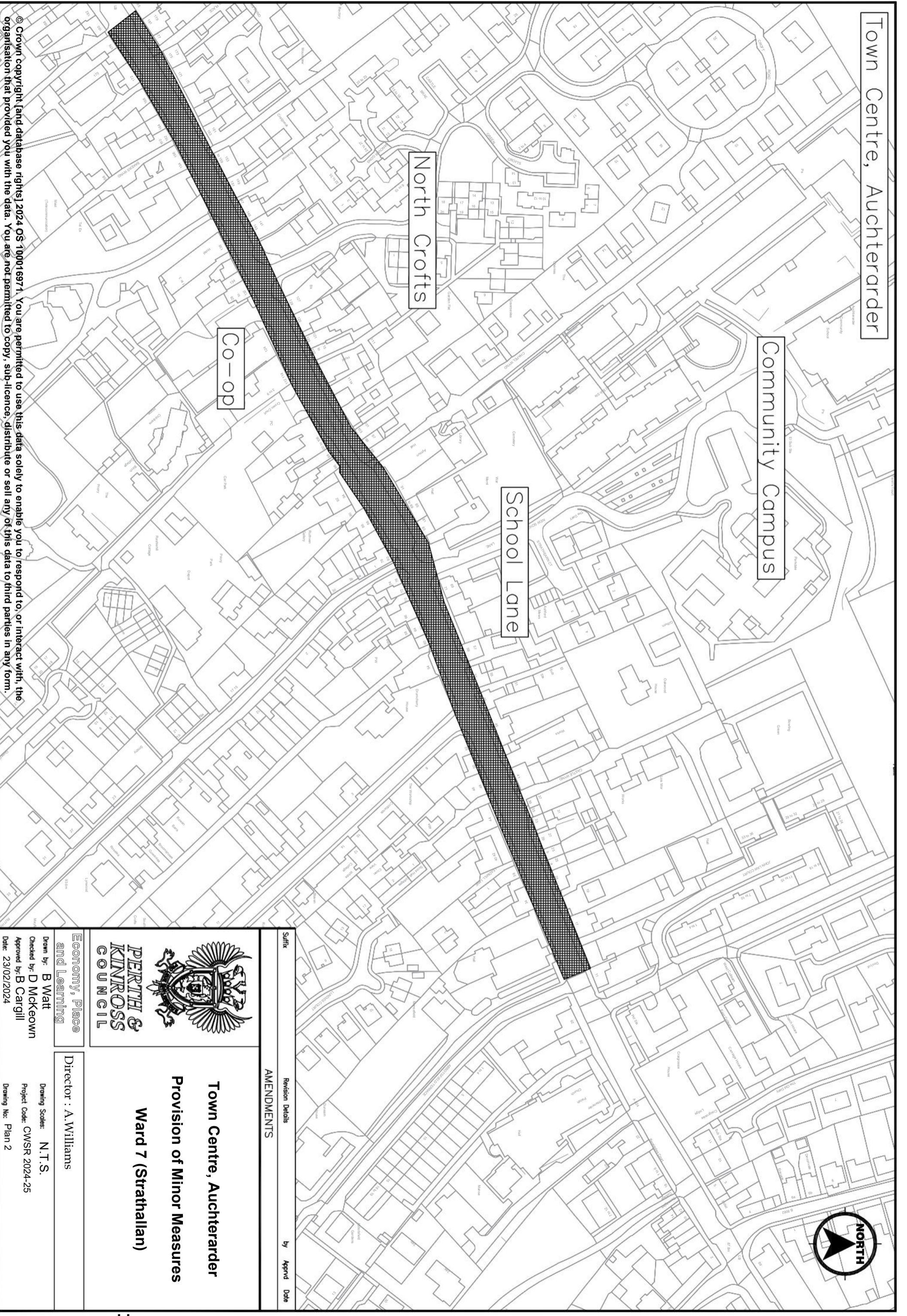
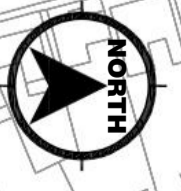
Town Centre, Auchterarder

Community Campus

School Lane

North Crofts

Co-op



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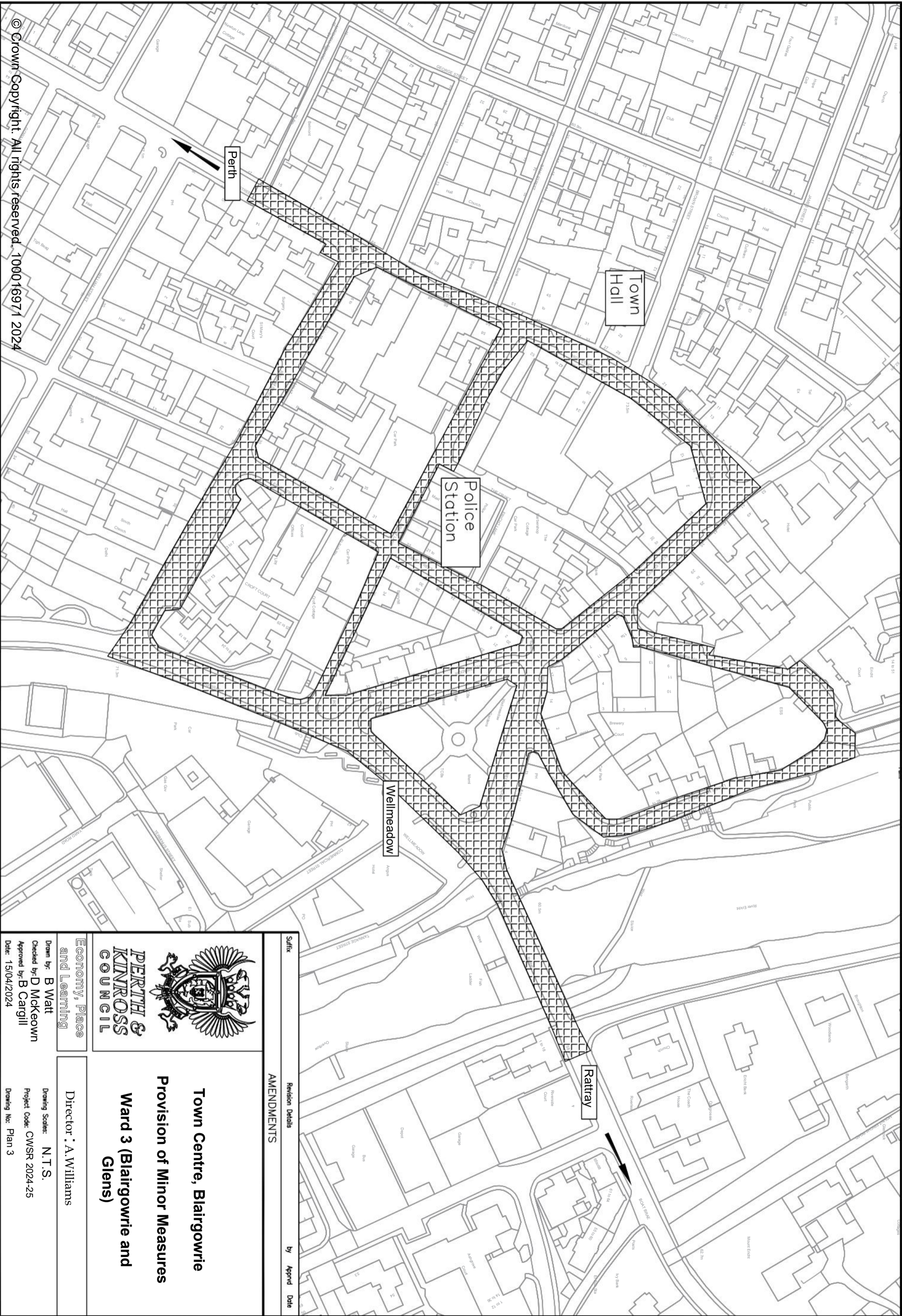
Town Centre, Auchterarder
Provision of Minor Measures
Ward 7 (Strathallan)

Economy, Place and Learning

Drawn by: **B Watt**
 Checked by: **D McKeown**
 Approved by: **B Cargill**
 Date: **23/02/2024**

Director : **A. Williams**

Drawing Scales: **N.T.S.**
 Project Code: **CWSR 2024-25**
 Drawing No: **Plan 2**



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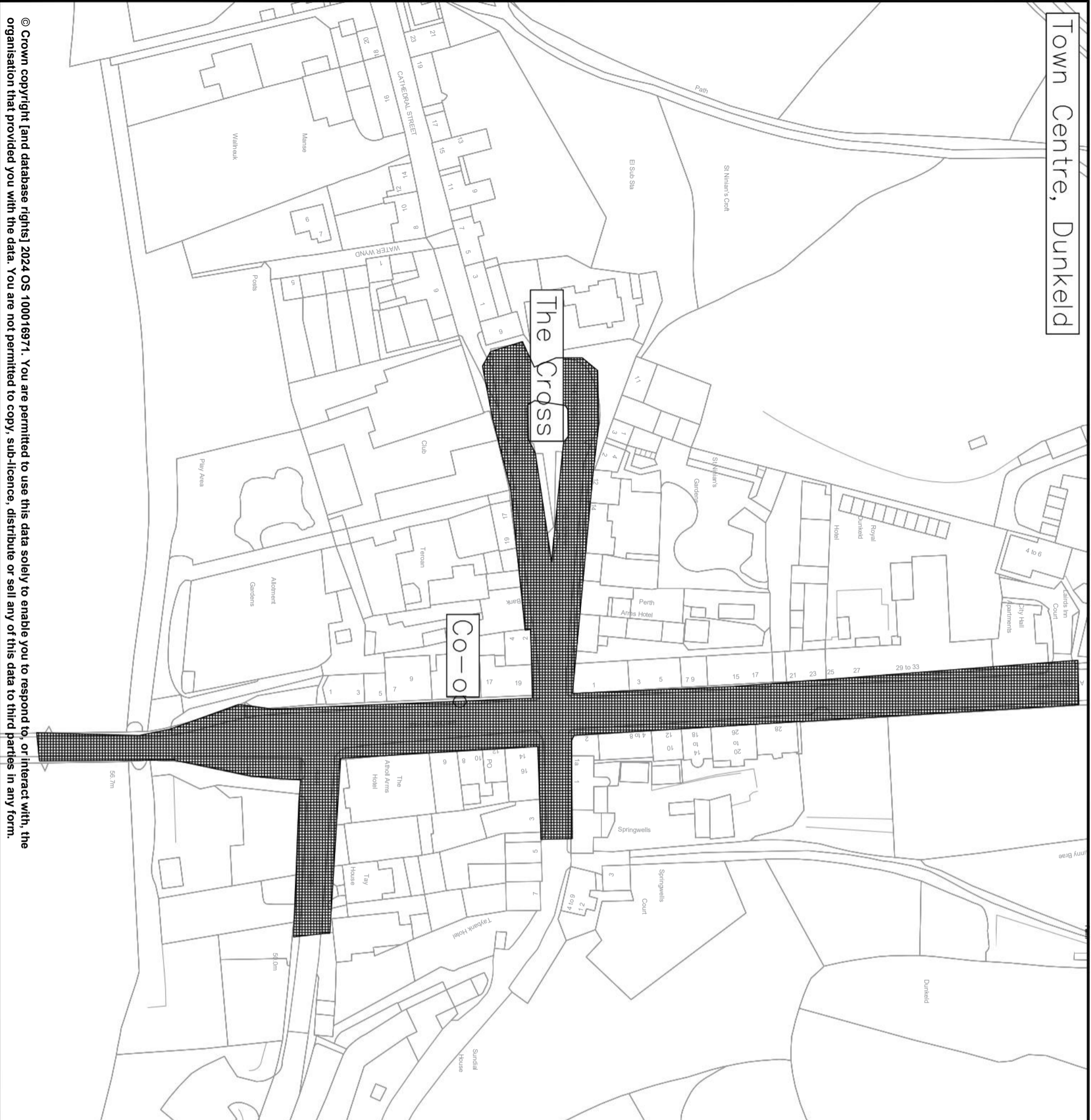


Economy, Place and Learning

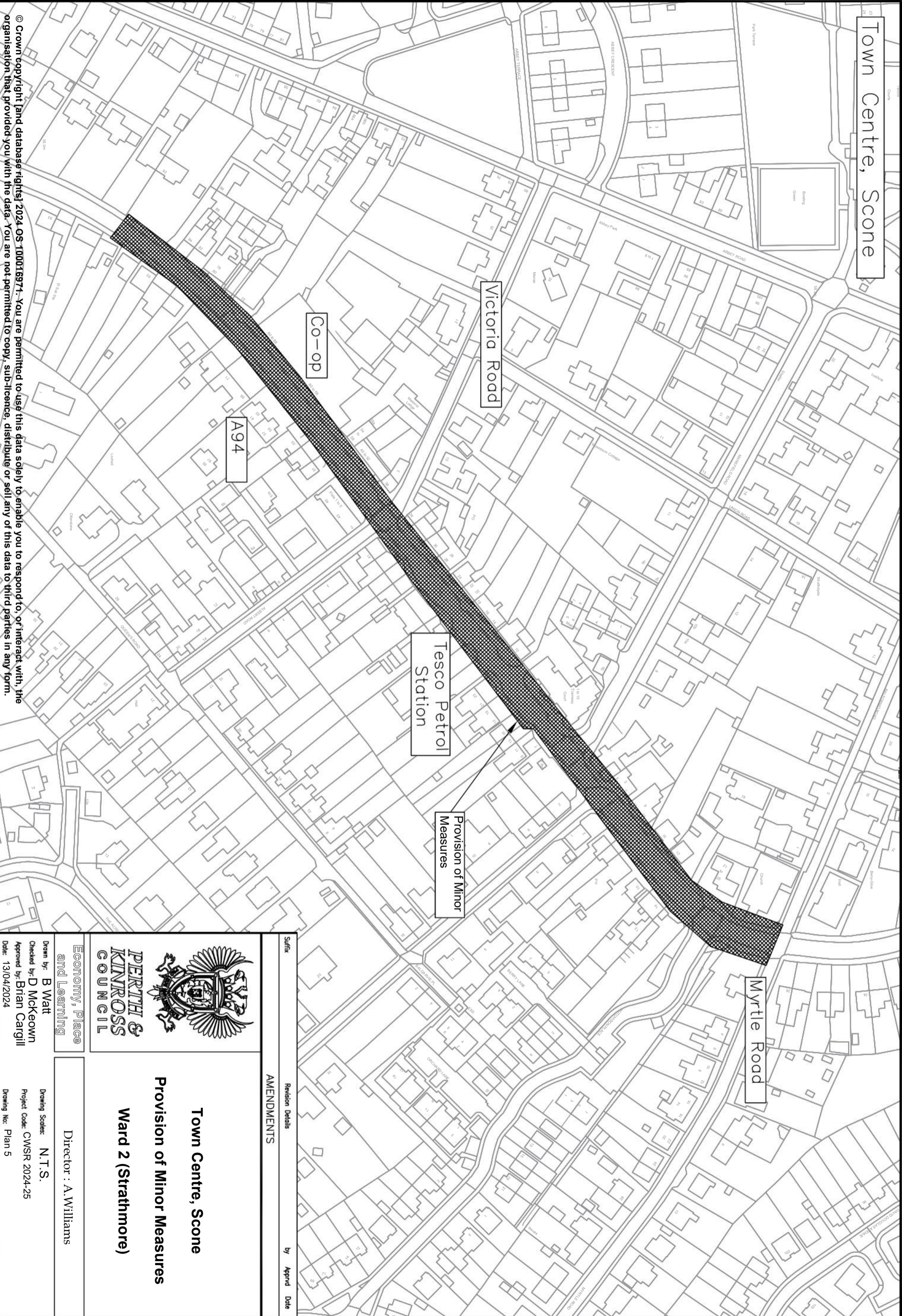
Drawn by: B Watt
 Checked by: D McKeown
 Approved by: B Cargill
 Date: 15/04/2024

**Town Centre, Blairgowrie
 Provision of Minor Measures
 Ward 3 (Blairgowrie and Glens)**


Director: A. Williams
 Drawing Scales: N.T.S.
 Project Code: CWSR 2024-25
 Drawing No: Plan 3



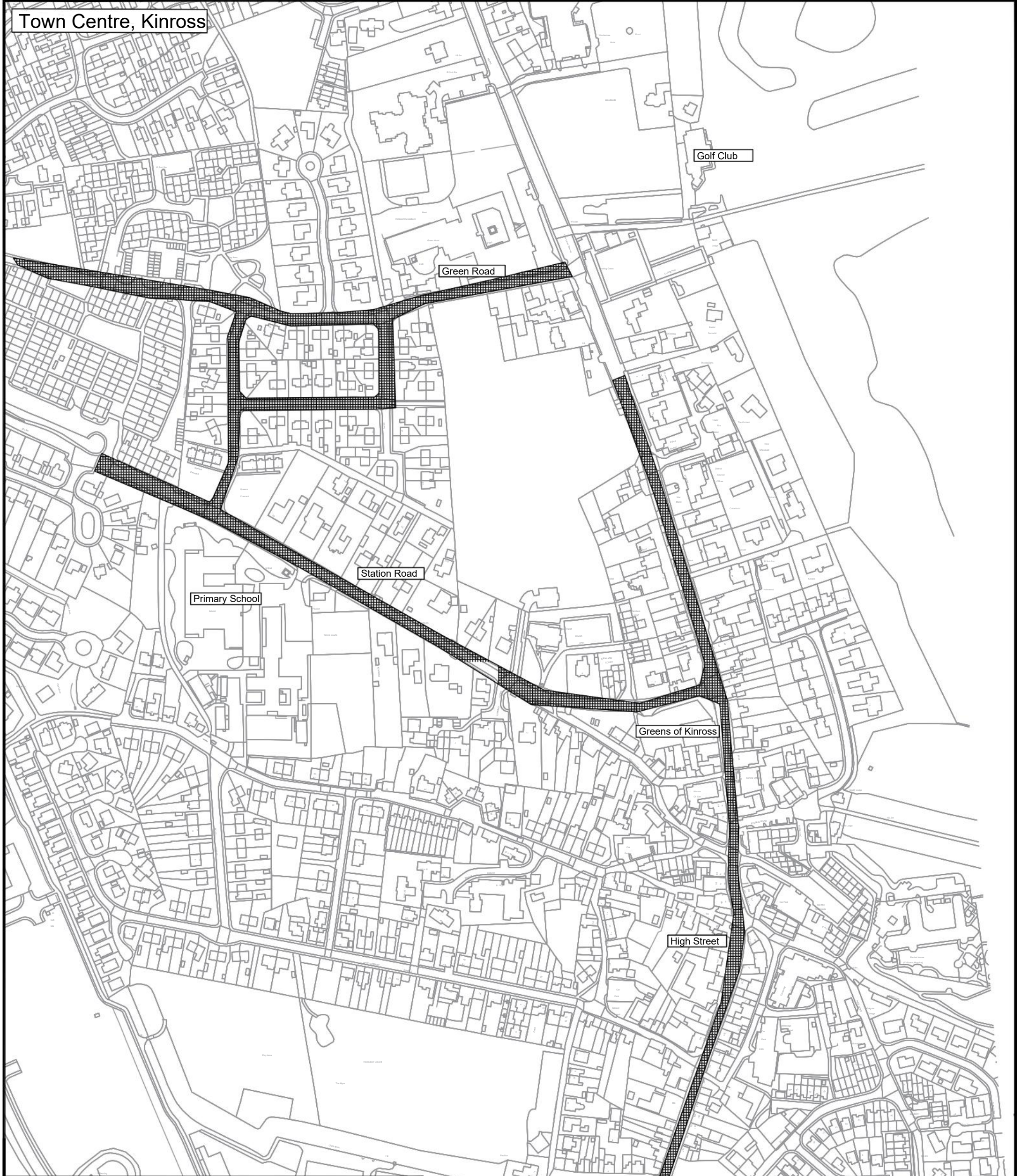
<p>PERTH & KINROSS COUNCIL</p> <p>Economy, Place and Learning</p>		<p>Town Centre, Dunkeld</p> <p>Provision of Minor Measures</p> <p>Ward 5 (Strathtay)</p>	
<p>Drawn by: B Watt</p> <p>Checked by: D McKeown</p> <p>Approved by: B Cargill</p> <p>Date: 23/04/2024</p>		<p>Director : A. Williams</p> <p>Drawing Scales: N.T.S.</p> <p>Project Code: CWSR 2024-25</p> <p>Drawing No: Plan 4</p>	
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<p>Economy, Place and Learning</p>	
<p>Down by: B Watt Checked by: D McKeown Approved by: Brian Cargill Date: 13/04/2024</p>	
<p>Director : A. Williams</p>	
<p>Drawing Scales: N.T.S. Project Code: CWSR 2024-25 Drawing No: Plan 5</p>	
<p>Town Centre, Score</p> <p>Provision of Minor Measures</p> <p>Ward 2 (Strathmore)</p>	
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Town Centre, Kinross



Golf Club

Green Road

Station Road

Primary School

Greens of Kinross

High Street



PERTH & KINROSS COUNCIL

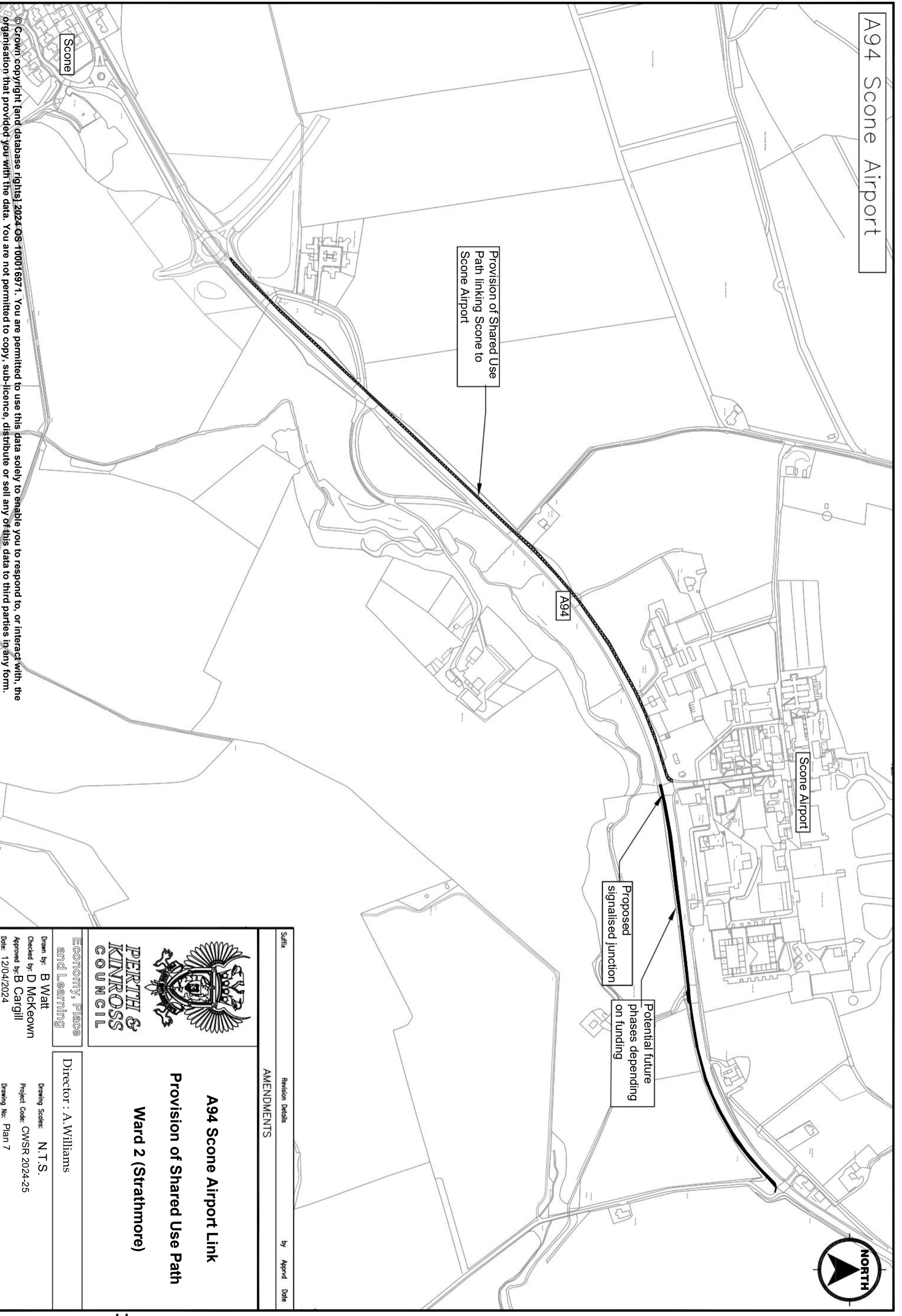
Town Centre, Kinross
Provision of Minor Measures
Ward 8 (Kinross-shire)

Economy, Place and Learning

Director: A. Williams

Drawn by: B Watt
 Checked by: D McKeown
 Approved by: B Cargill
 Date: 15/04/2024

Drawing Scales: N.T.S.
 Project Code: CWSR 2024-25
 Drawing No: Plan 6



Suffix	Revision Details	by	Appr'd	Date
	AMENDMENTS			



A94 Score Airport Link
Provision of Shared Use Path
Ward 2 (Strathmore)

Economy, Place and Learning
 Director : A. Williams

Drawn by: B Watt
 Checked by: D McKeown
 Approved by: B Cargill
 Date: 12/04/2024

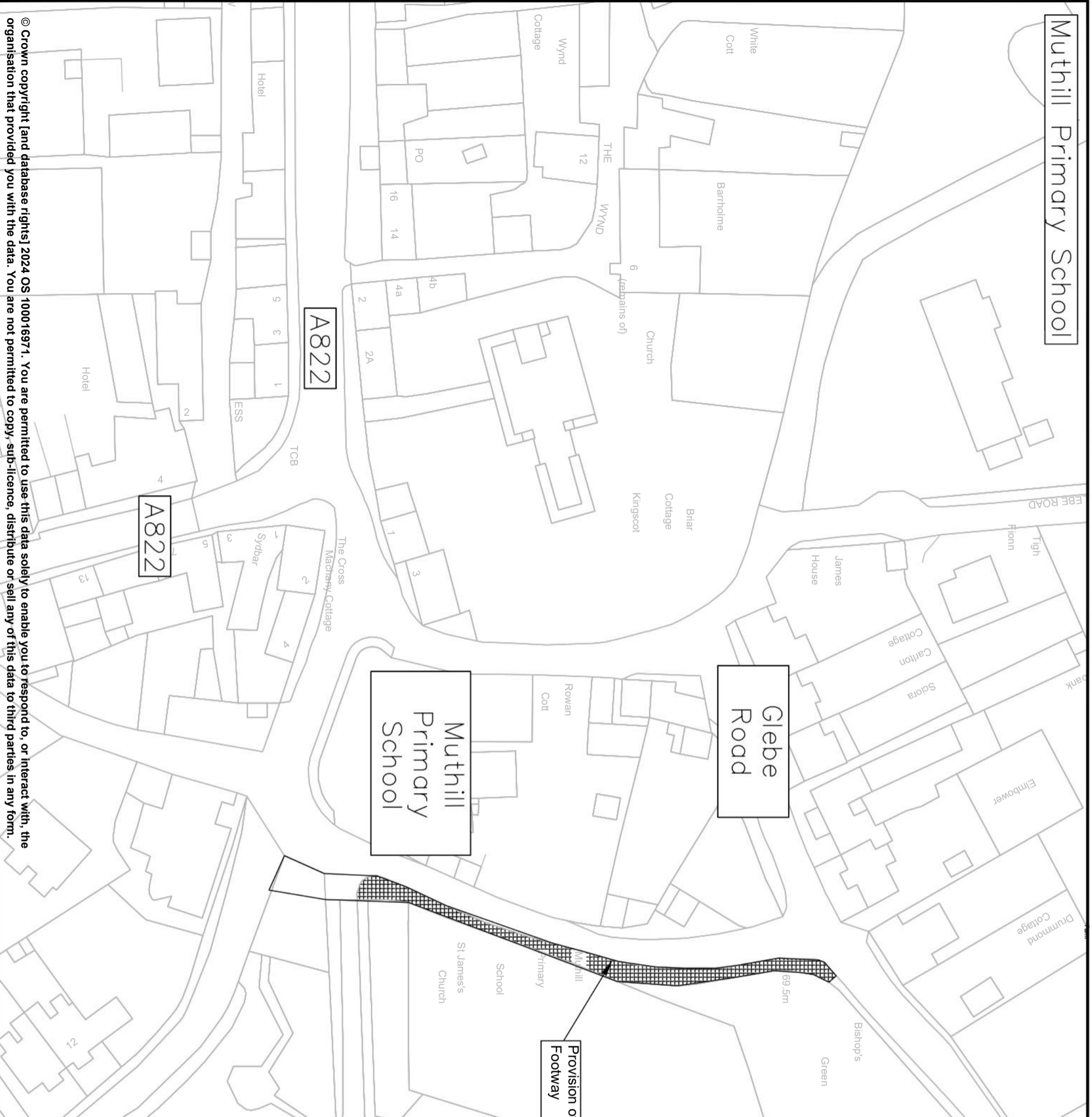
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 Project Code: CWSR 2024-25
 Drawing No: Plan 7


Muthill Primary School

Glebe Road

Muthill Primary School

Provision of Footway



 <p>PERTH & KINROSS COUNCIL Economy, Place and Learning</p>		<p>Muthill Primary School Provision of One Way System and Virtual Footway Ward 7 (Strathallan)</p> <p>Director : A. Williams</p>	
<p>Drawn by: B Watt Checked by: D McKeown Approved by: B Cargill Date: 12/04/2024</p>		<p>Drawing Scales: N.T.S. Project Code: CWSR 2024-25 Drawing No: Plan 8</p>	
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Bridge of Earn

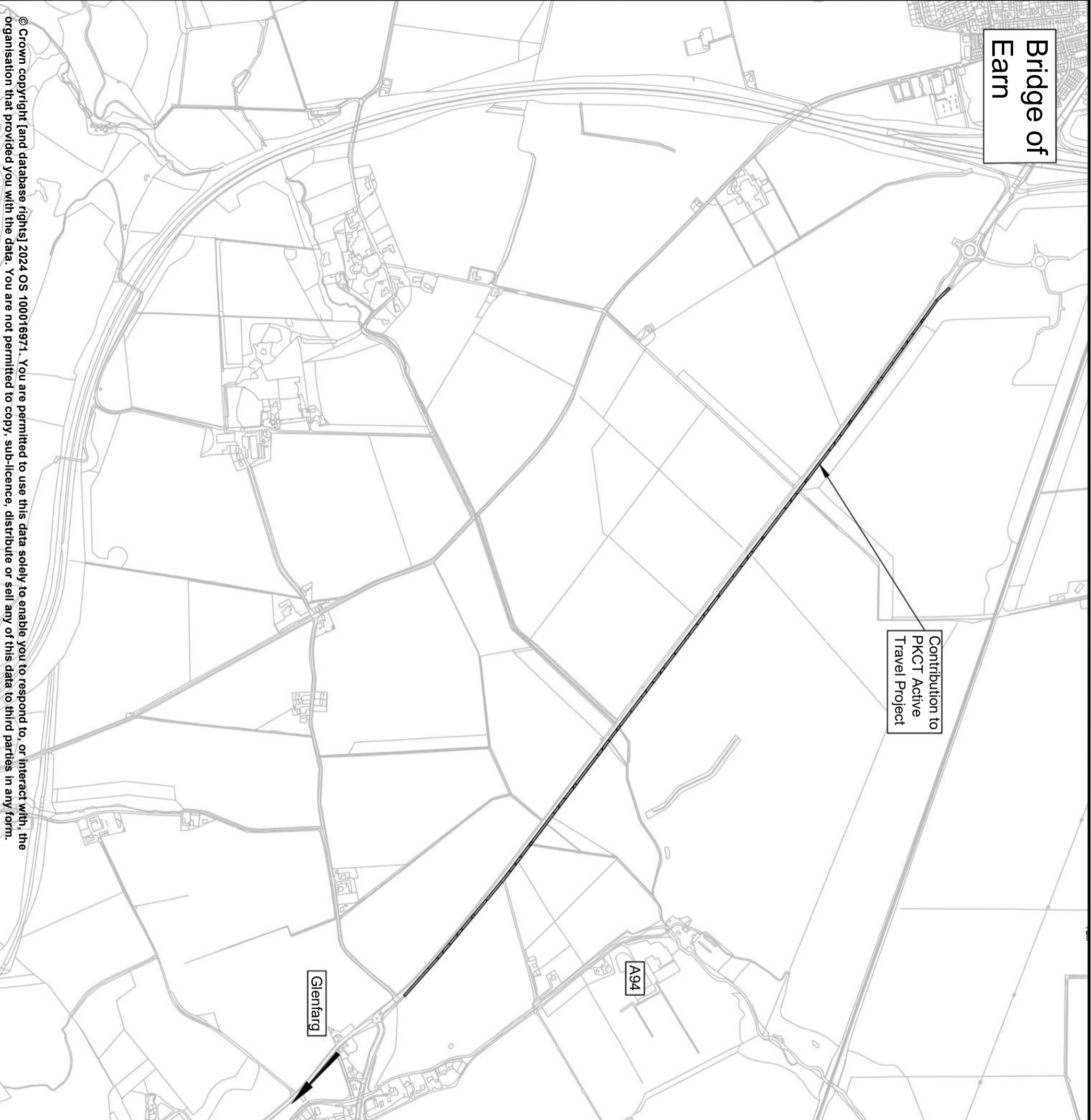
Contribution to PKCT Active Travel Project

A94

Glenfarg

Aberargie

Abernethy



Suffix

AMENDMENTS

Revision Details

by Appvd



PERTH & KINROSS COUNCIL

Economy, Place and Learning

Drawn by: B Watt
Checked by: D Mckeown
Approved by: B Cargill
Date: 13/04/2024

Baigie Straight
Contribution to Perth and Kinross Countryside Trust
Ward 9 (Almond and Earn)

Director : A. Williams

Drawing Scales: N.T.S.
Project Code: CWSR 2024-25
Drawing No: Plan 9

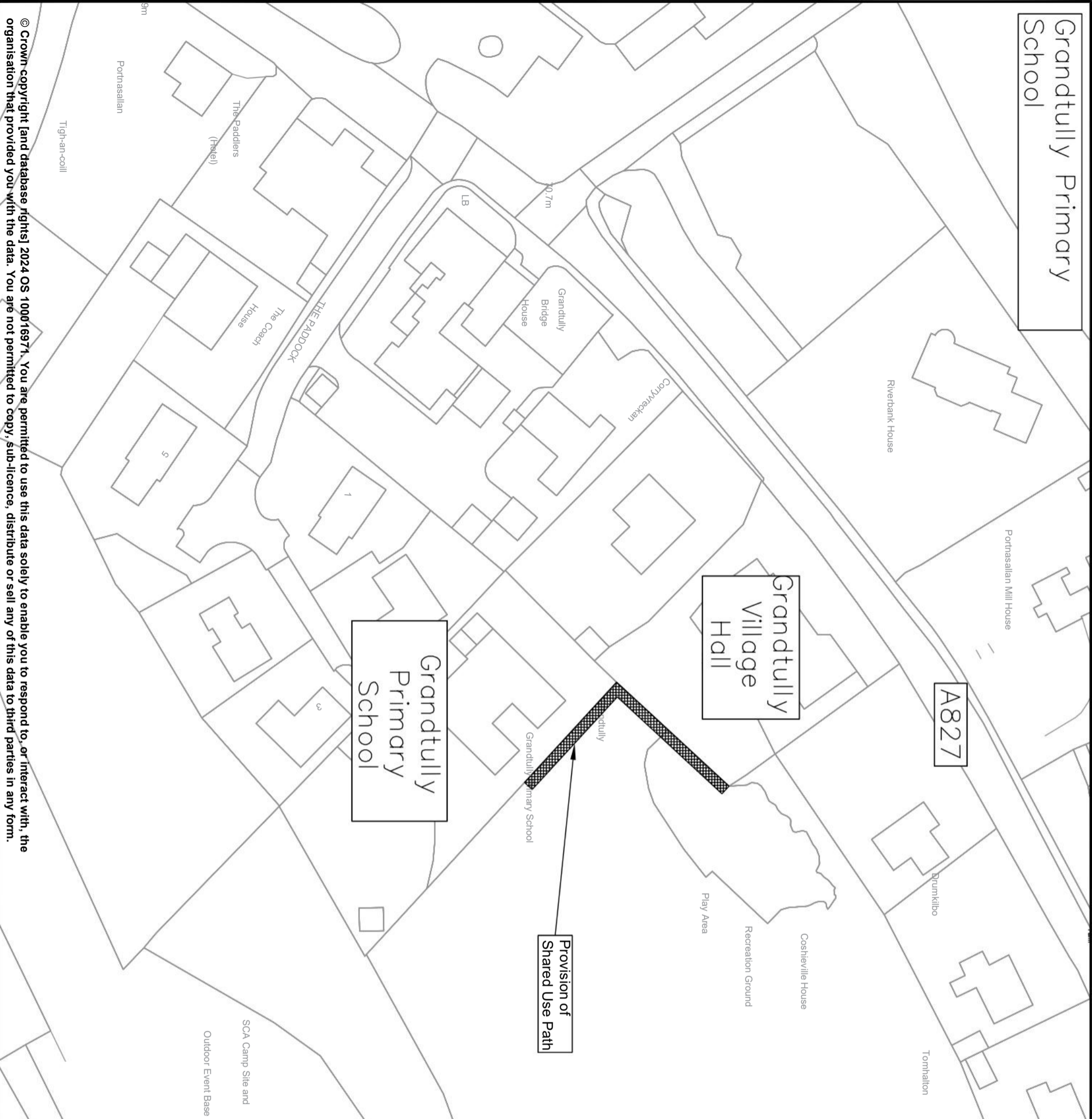
Grandtully Primary School


A827

Grandtully Village Hall

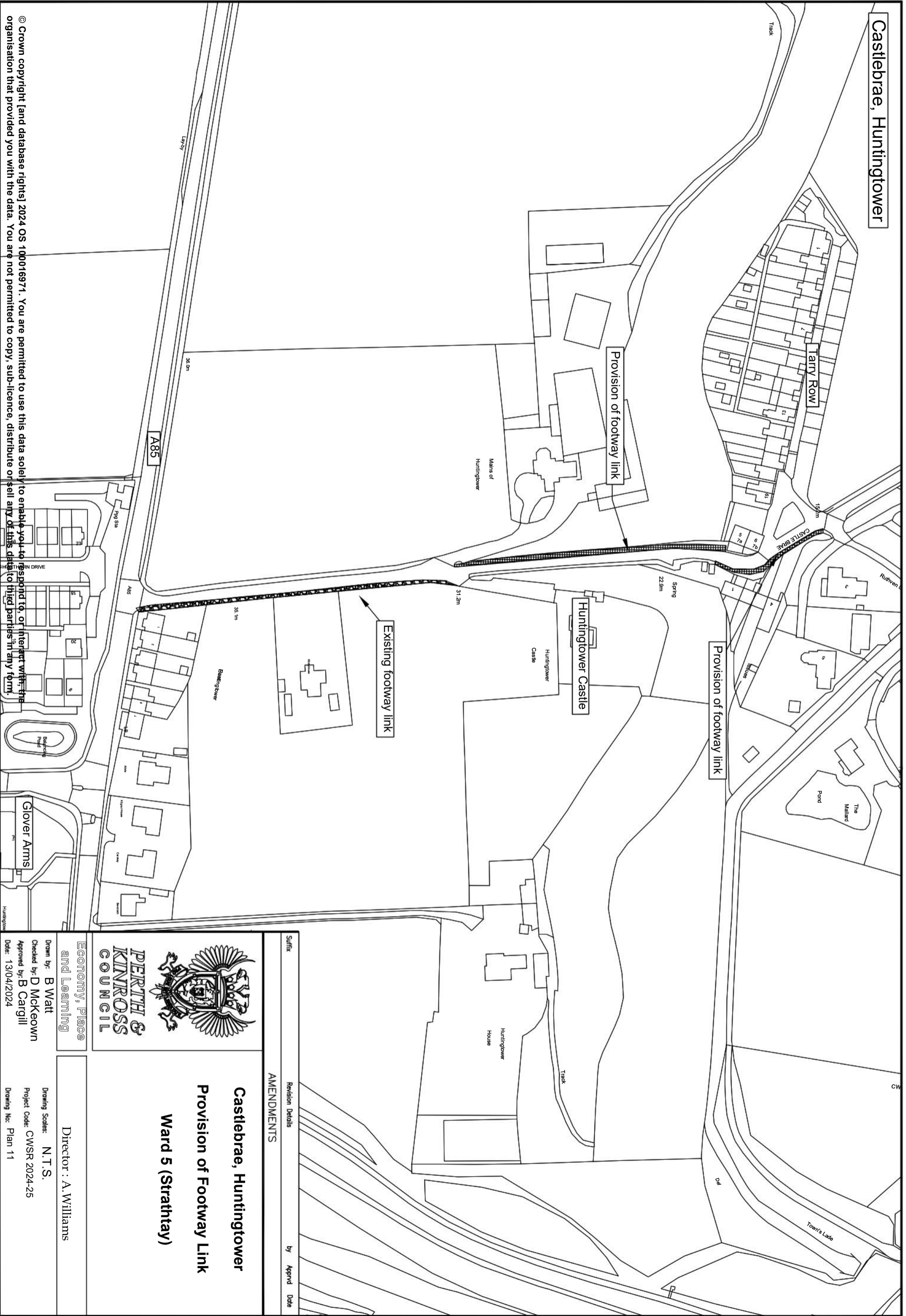
Grandtully Primary School

Provision of Shared Use Path



 <p>PERTH & KINROSS COUNCIL</p> <p>Economy, Place and Learning</p>		<p>Revision Details</p> <p>by Approved Date</p>	
<p>Drawn by: B Watt</p> <p>Checked by: D McKeown</p> <p>Approved by: B Cargill</p> <p>Date: 13/04/2024</p>		<p>Director : A. Williams</p> <p>Drawing Scales: N.T.S.</p> <p>Project Code: CWSR 2024-25</p> <p>Drawing No: Plan 10</p>	
<p>Grandtully Primary School</p> <p>Provision of Shared Use Path</p> <p>Ward 4 (Highland)</p>		<p>AMENDMENTS</p>	

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Castlebrae, Huntingtower

Tarry Row

Provision of footway link

Existing footway link

Huntingtower Castle

Provision of footway link

The Mallard Pond

Town's Lade



PERTH & KINROSS COUNCIL

Economy, Place and Learning

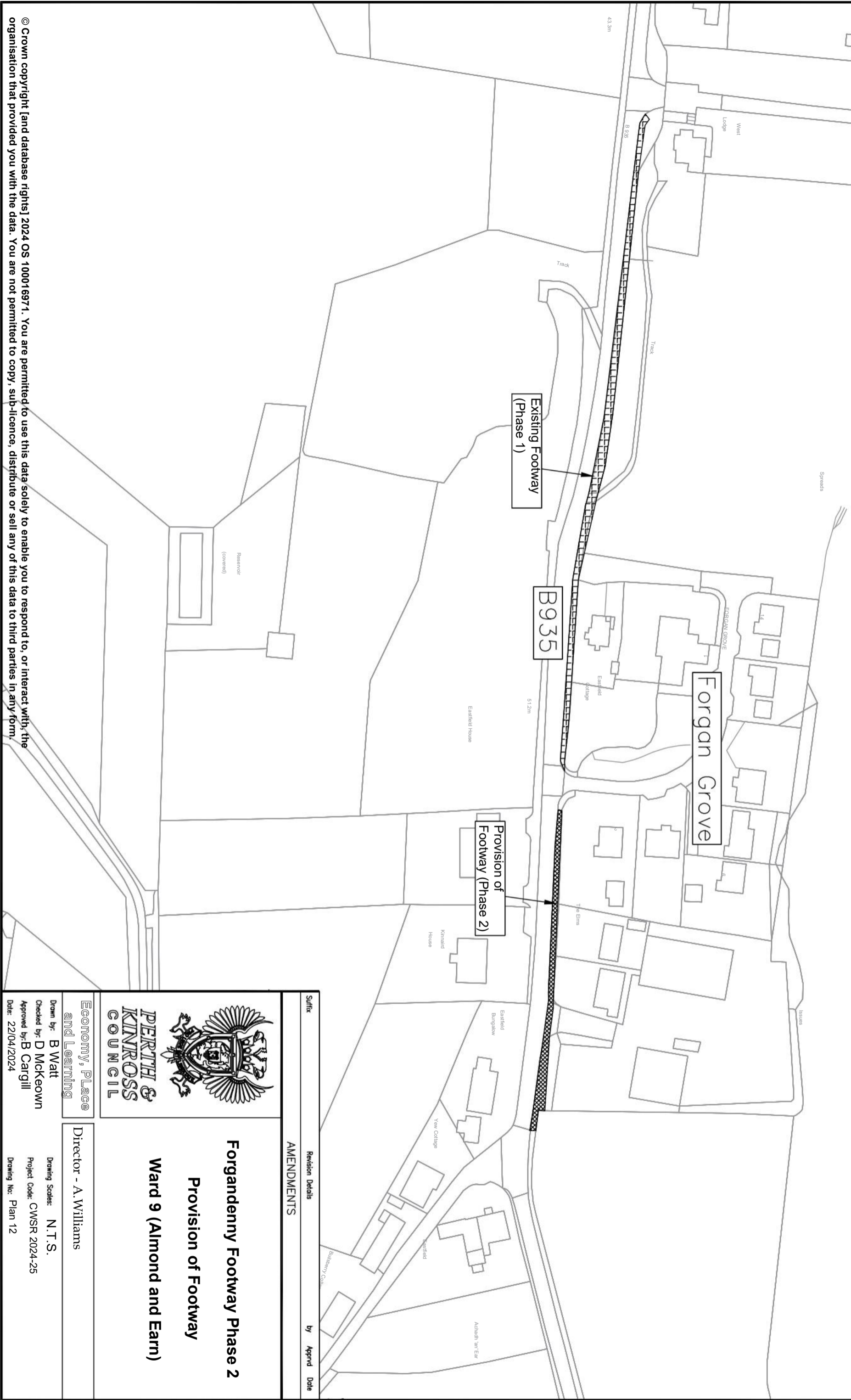
Drawn by: B Watt
 Checked by: D McKeown
 Approved by: B Cargill
 Date: 13/04/2024

AMENDMENTS

Castlebrae, Huntingtower
Provision of Footway Link
Ward 5 (Strathtay)

Director : A. Williams
 Drawing Scales: N.T.S.
 Project Code: CWSR 2024-25
 Drawing No: Plan 11

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Surfix	Revision Details	by	Appnd	Date
AMENDMENTS				



PERTH & KINROSS COUNCIL

Economy, Place and Learning

Forgandenny Footway Phase 2

Provision of Footway

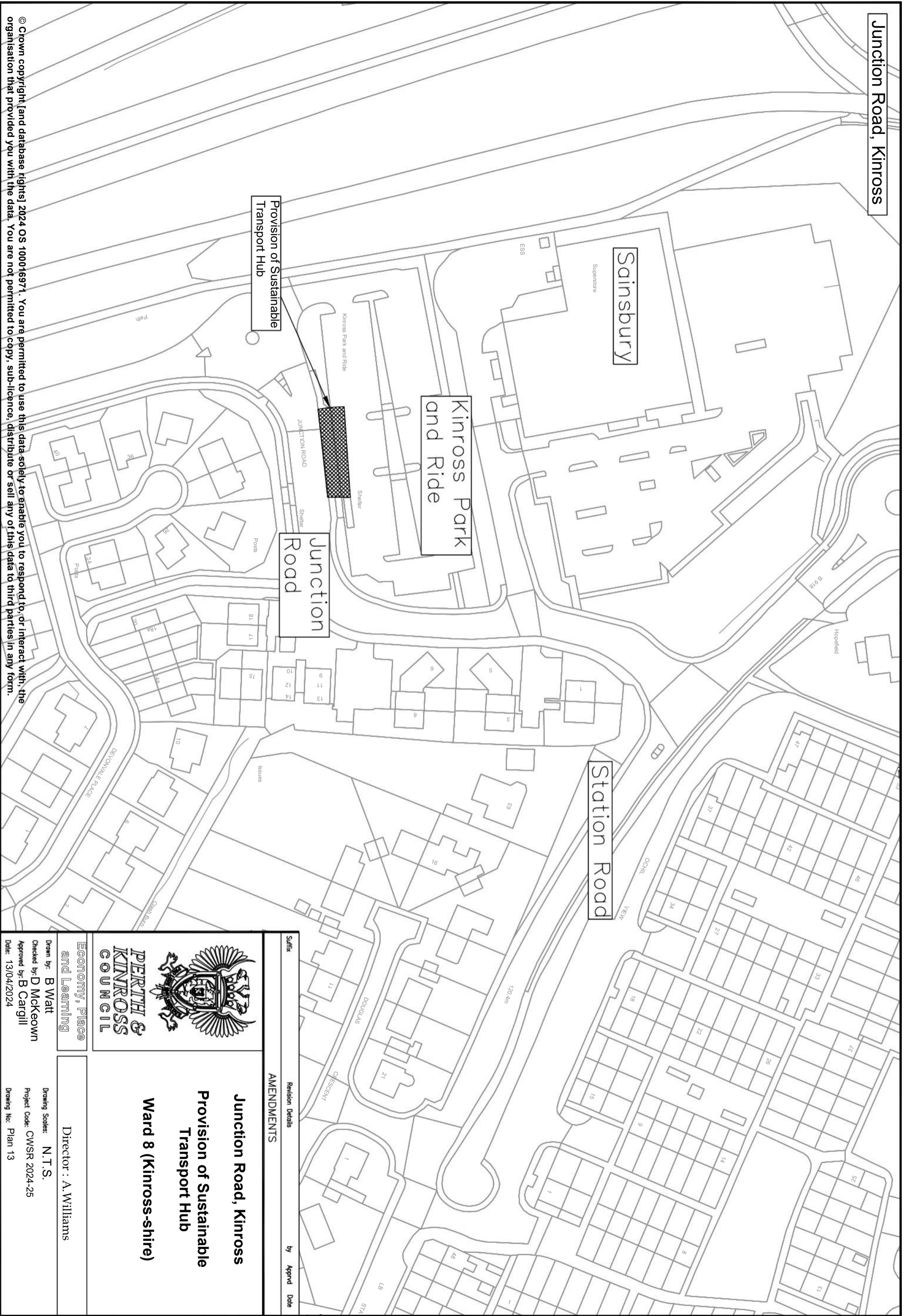
Ward 9 (Almond and Earn)

Director - A. Williams

Drawn by: B Watt
Checked by: D McKeown
Approved by: B Cargill
Date: 22/04/2024


Drawing Scales: N.T.S.
Project Code: CWSR 2024-25
Drawing No: Plan 12

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Surfix	Revision Details	by	Approd	Date
	AMENDMENTS			



PERTH & KINROSS COUNCIL

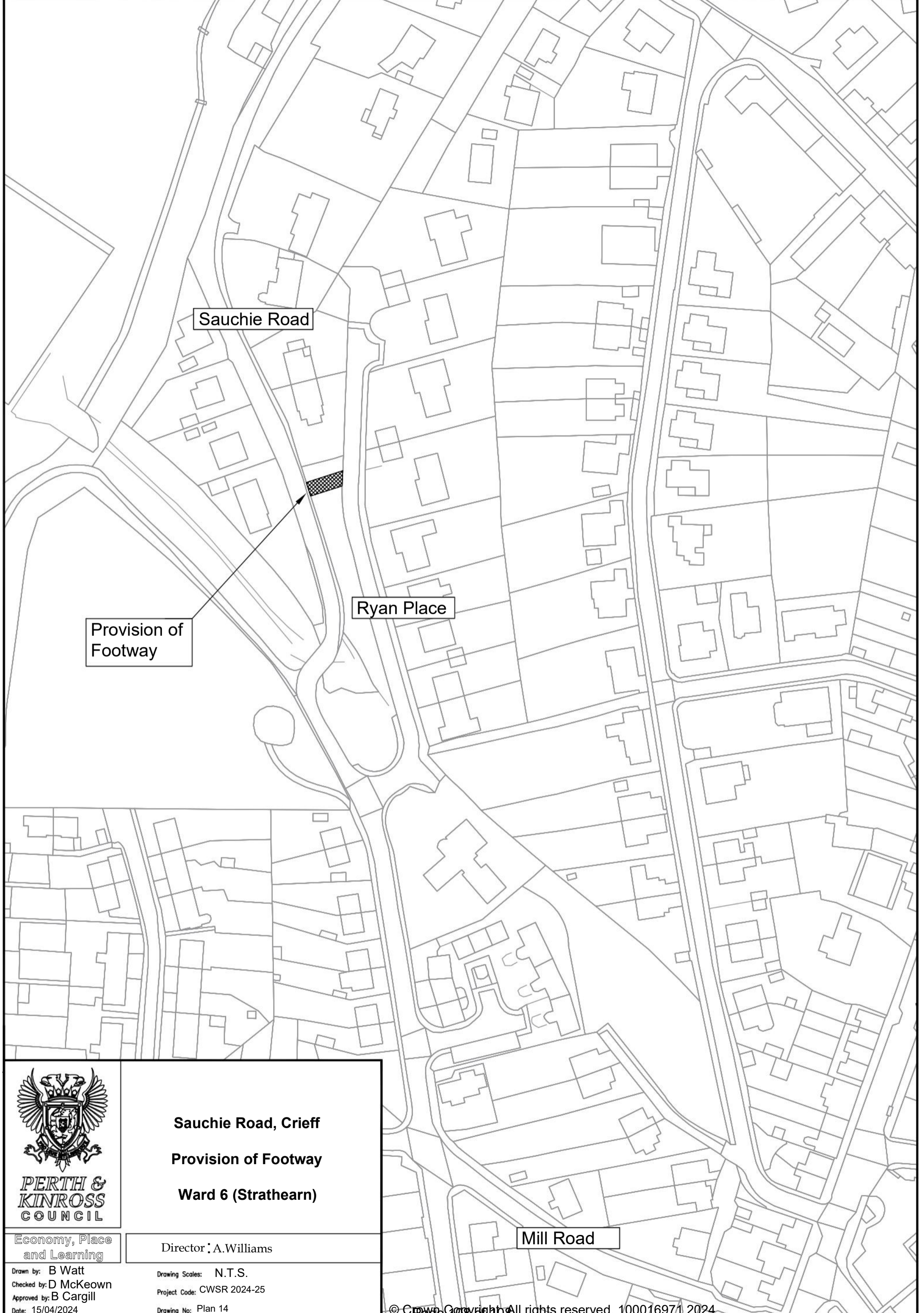
Economy, Place and Learning

Junction Road, Kinross

Provision of Sustainable Transport Hub

Ward 8 (Kinross-shire)

<p>Drawn by: B Watt</p> <p>Checked by: D McKeown</p> <p>Approved by: B Cargill</p> <p>Date: 13/04/2024</p>	<p>Director : A. Williams</p> <p>Drawing Scales: N.T.S.</p> <p>Project Code: CWSR 2024-25</p> <p>Drawing No: Plan 13</p>
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Sauchie Road

Ryan Place

Provision of Footway

Mill Road



PERTH & KINROSS COUNCIL

Sauchie Road, Crieff
Provision of Footway
Ward 6 (Strathearn)

Economy, Place and Learning

Director: A. Williams

Drawn by: B Watt
 Checked by: D McKeown
 Approved by: B Cargill
 Date: 15/04/2024

Drawing Scales: N.T.S.
 Project Code: CWSR 2024-25
 Drawing No: Plan 14