

**DRAFT 6 JUNE 2019 BASELINE AGREEMENT FOR THE PROVISION OF  
STANDARD SERVICES**

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

**and**

**Carmarthen BID CIC Limited  
(the “BID Company”)**

**Dated to be inserted**

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

**Dated: to be updated**

**Between:**

- 1) Carmarthenshire County Council
- 2) Carmarthen BID CIC Limited

### **Recitals**

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

**It is agreed:**

**1. Definitions**

*see Business Improvement Districts (Wales) regulations 2005*

**BID Ballot** means a ballot under section 49(1) of the Act

**BID Alteration Proposals** means proposals in relation to the alteration of BID arrangements in accordance with regulation 17

**BID Alteration Ballot** has the meaning given in regulation 17

**BID Re-ballot** means a BID ballot, renewal ballot or alteration ballot, as the case may be, which is required to be arranged in accordance with regulation 9(10)

**BID Renewal Ballot** means a ballot under section 54(2) of the Act

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

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

- (i) the Standard Services provided by the Council within the BID area;
- (ii) the benchmark levels against which the provision of the Standard Services will be measured to ensure that whenever the BID Company wishes to provide any additional/complimentary services these services are not services which are Standard Services; and
- (iii) the mechanism for the continued monitoring and review of the Standard Services.

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

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

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

**BID Business Plan** means the plan voted for by the BID Levy Payers which sets out the objectives of the BID and for Financial Year 2019/20 is known as the BID Proposal.

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

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

**BID Proposal** means the plan voted for by the BID Levy Payers in a ballot which sets out the objectives of the BID and identifies the various projects which will be undertaken using funds raised by the BID Levy and/or Voluntary Contributions to achieve those objectives and 'Renewal Proposals' has the same meaning save that 'ballot' shall be replaced with 'renewal ballot' and 'Alteration Proposals' has the same meaning save that 'ballot' shall be replaced with 'alteration ballot'.

**BID term** means the period from 1<sup>st</sup> April 2020 to 31<sup>st</sup> March 2025

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

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

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

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

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

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

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

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

**Renewal Proposals** means proposals in relation to the renewal of the BID arrangements under section 54(2) of the Act

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

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

## **2. Statutory Authorities**

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

## **3. Commencement**

- 3.1 This Agreement shall commence on 1<sup>st</sup> April 2020 and continue until 31<sup>st</sup> March 2025 subject to earlier termination or extension by mutual consent as hereinafter provided.
- 3.2 This Agreement shall determine and cease to be of any further effect in the event that:
- (a) the BID Company fails to secure approval of the Proposals, Renewal Proposals or Alteration Proposals in a ballot, renewal ballot, alteration ballot or rebalot (Business Improvement Districts (Wales) Regulations 2005);
  - (b) the Welsh Ministers declare void a BID ballot, renewal ballot, alteration ballot or rebalot;
  - (c) the Council exercises its veto pursuant to Section 51(2) of the Local Government Act 2003 and paragraph 12 of the Business Improvement District (Wales) Regulations 2005 and there is no successful appeal against the veto;
  - (d) the BID Term expires save where the BID Company secures approval of Renewal Proposals in a renewal ballot or Alteration Proposals in an alteration ballot or Proposals in a rebalot in which event this Agreement shall continue until the expiry of the BID term set out in the Renewal Proposals, Alteration Proposals or the Proposals set out in the rebalot provided, in relation to Renewal Proposals and Alteration

Proposals, the Council and the BID Company both consent to such continuation;

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

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

- 4.1 The BID Company agrees that it will provide the Council with any information the Council will reasonably require in relation to the carrying out of the Complementary Services.
- 4.2 In the event that the BID Company intends to change the Complementary Services the BID Company shall serve notice on the Council for the purposes of arranging a meeting and at such a meeting the BID Company shall consult with the Council in respect of the intended change to the Complimentary Services.

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

- 5.1 The Council agrees to the following:
  - (a) to provide the Standard Services within the BID Area as its own cost for the duration of the BID term; and
  - (b) will not use the BID Levy at any time to either fund or procure the Standard Services.
- 5.2 In the event that the Council is unable to continue to provide all or any part of the Standard Services within the BID Area set out in Schedule 2 it shall confirm the following to the BID Company:
  - (a) identify which part or parts of the Standard Services it is unable to provide;

(b) confirm the date upon which the Council will cease to operate the identified Standard Service.

5.3 The Council may provide different Standard Services, delayed Standard Services or no Standard Services in the event that it is not reasonably practicable to provide the Standard Services.

5.3.1 neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall notify the other Party in writing when such circumstances cause delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may seek to terminate this Agreement by written notice to the other Party.

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

5.4 To use reasonable endeavours to liaise with the BID Company to provide Complementary Services or, and (where practicable) put in place such partnering arrangements (of formal or informal nature) with a Complementary Service Provider where the Complementary Services are complementary to or are of a similar nature to the Standard Services and to liaise with the Complementary Service Provider (where appropriate).

5.5 To implement such reasonable recommendations in the carrying out or provision of the Standard Services as may be made by the BID Company, insofar as is reasonably practicable and affordable.

## **6. Licence**

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

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

## **7. Monitoring and Review**

7.1 The Council and the BID Company shall:

(a) Where appropriate, review and monitor the carrying out of the Standard Services and make such recommendations to the Council for consideration as are appropriate;

(b) where appropriate, review and monitor the provision of the Complementary Services and make such recommendations to the BID Company as are appropriate;

## **8. Joint Obligations**

8.1 Both the Council and the BID Company agree:

- (a) for the purposes only of monitoring the Standard Services and the Complimentary Services to review and take account of any representations or recommendations made to them and take such action as may be appropriate;
- (b) to agree appropriate Protocols as may be required in order to assist the carrying out or provision of the Standard
- (c) To operate the complementary services in accordance with such agreed Protocols.

## **9. Termination**

9.1 The Council may terminate this Agreement:

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

## **10. Confidentiality**

10.1 Both the Council and the BID Company agree to keep confidential and not to divulge to any person without the prior written consent of the other party all information (written or oral) concerning the business affairs of the other nor

any information which has been exchanged about the BID Levy Payers or about other third parties which it shall have obtained or received as a result of operating the BID. This obligation shall survive the termination or lapse of the provision of the BID.

- 10.2 The Council and the BID Company acknowledge that each party is a controller for the purposes of the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 (DPA) and that both parties are therefore required to comply with all the requirements of this data protection legislation.

The BID Company shall, subject to the limitations of the data protection legislation, ensure that the confidentiality of BID levy payers records is maintained. The BID Company shall allow the Council to inspect such records when required.

Neither the Council nor the BID Company shall disclose any Personal Data which they have received from each other to any third party without the prior written consent of the other or subject to statutory provision including the GDPR and DPA.

The exercise of the duty to observe confidentiality by either party shall take into account the wider professional and legal duty of either party to take care of the safety of children, young people and other vulnerable people or where an over-riding public interest prevails.

## **11. Notices**

- 11.1 Any notice or other written communication to be served or given to or upon any party to this Deed to the other shall be in writing and shall be sent to the address provided for above or such substitute address in the UK as may from time to time have been notified by that party upon 7 (seven) days' notice in writing.

- 11.2 A Notice may be served by registered or recorded delivery post and:

- (a) delivered to the Head of Administration and Law of the Council at the above address;
- (b) delivered to the BID Director of Operations at the BID Company's office address;

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

## **12. Miscellaneous**

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

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

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

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

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

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

### **13. Exercise of the Council's Powers**

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

### **14. Contracts (Rights of Third Parties)**

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

### **15. Relationship between the Parties**

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

### **16. Dispute Resolution**

- 16.1 If any dispute or difference arises between the Council and the BID Company relating to or arising out of the terms of this Agreement then dispute shall be

referred to the Chief Executive of the Council and the Managing Director of the BID Company or their designated representatives, who will meet in good faith to try and resolve the dispute or difference.

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

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

The Common Seal of Carmarthenshire County Council was )  
hereunto affixed in the presence of: )

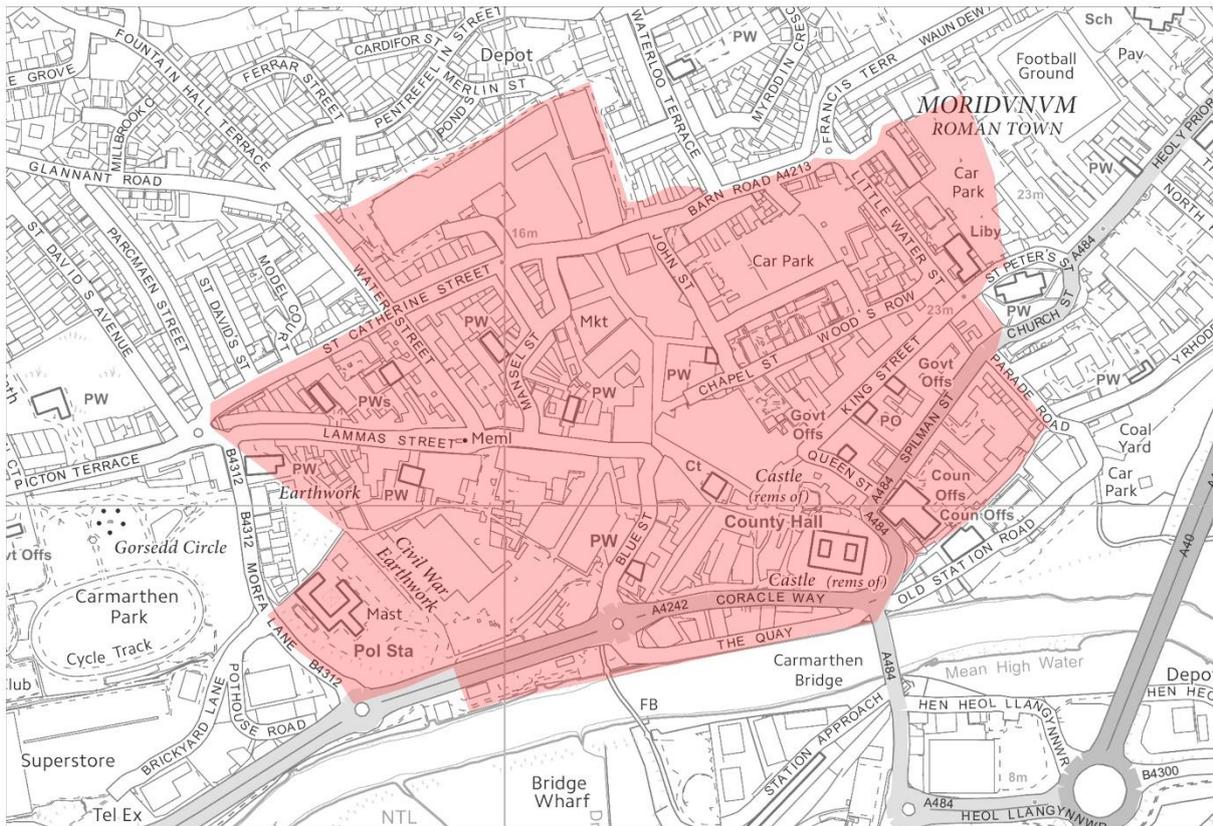
Authorised Signatory

The Common Seal of [THE BID COMPANY] was )  
hereunto affixed in the presence of: )

Authorised Signatory

Authorised Signatory

## Schedule 1 – BID Map Area



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The BID area covers the following streets, either in whole or part:

Barn Road	Blue Street	Bridge Street	Cambrian Court
Cambrian Place	Cambrian Way	Castle Hill	Chapel Street
Church Lane	Church Street	Coracle Way	Darkgate
Francis Terrace	Friars Park	Furnace Road	Guildhall Square
Hall Street	Jacksons Lane	John Street	King Street
Lammas Street	Little Bridge Street	Little Water Street	Mansel Street
Market Way	Market Hall	Merlin Street	Merlins Walk
Mill Street	Morley Street	Nott Square	Old Station Road
Orchard Street	Parade Road	Quay Street	Queen Street
Red Street	Spilman Street	St Catherine Street	St Mary Street
St Peters Street	St Catherine's Walk	The Mount	The Quay
The Market	Water Street	Woods Row	

## **Schedule 2 – Carmarthen Council Standard Baseline Services – Carmarthen**

Details of Carmarthenshire County Council (CCC) service provision within proposed Business Improvement District (BID) Area. Information to be included in this schedule of the baseline agreement and reflects standard services CCC provides.

### **Highways and Transportation**

#### **Designated Officer – Highways and Transportation Manager**

##### **1. Reactive Highway Safety Inspections**

1.1 The authority has a duty to maintain highways maintainable at public expense under Section 41 of the Highways Act 1980.

1.2 In addition to programmed safety inspections we will respond to and investigate all reported or identified defects in accordance with the authorities current Code of Practice for Highway Safety Inspections. The authorities Code of Practice follows the recommendations contained in the National Code of Practice “Well Maintained Highways”. A review of the authorities code is underway following the introduction of a new National code of practice ‘Well Managed Highway Infrastructure’. This recommends a risk based approach to setting inspection and maintenance priorities.

1.3 Response times for reactive inspections will be in accordance with our current policy until such time as they are updated across the County. Frequencies for inspection and investigation levels for maintenance will remain appropriate to the nature of the defect and location and in line with other Welsh authorities as developed through the National Highway Asset Management project.

#### **The defect responses adopted by Highways and Transport will be as follows:**

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

1.5 The response time will be determined by the defect category and appropriate to the nature of the defect. This will follow a risk based approach and will be in line with recommendations of ‘Well Managed Highway infrastructure’ and in line with other Welsh authorities as developed through the National Highway Asset Management project.

1.6 Intervention levels for defects will be in accordance with the levels set out in the authorities current Code of Practice for Highway Safety Inspections until such time as they are updated across the County and in line with other Welsh authorities as developed through the National Highway Asset Management project.

## **2. Street Lighting Maintenance**

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

### **2.2 Lighting Defect Responses**

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

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

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

## **3. Christmas Lighting and Trees**

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

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

## **4. Surface Water Drainage**

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

## **Environmental Services**

**Designated Officer** – Environmental Services Manager

### **1. Street Cleansing and Associated Services**

1.1. In the areas included within the BID areas **Carmarthenshire County Council** operates routine street cleaning and servicing of litter bins is undertaken on a daily basis. Cleaning schedules are set to meet the duty to keep the relevant land clear of litter and refuse and highways are clean. Areas within the BID area are included within the current cleansing schedules which identify the frequency of cleansing in compliance to grades A – D as set out in the Code of Practice on Litter and Refuse and Associated Guidance 2007 code of practice for rubbish and waste.

1.2. Land managed by the duty body (**Carmarthenshire County Council**) has been split into four main zones. High intensity of use, Medium intensity of use. Low intensity and areas with special circumstances. Land has been allocated into one of the four zones and managed accordingly.

1.3. Street cleansing teams are deployed on a daily basis to implement cleansing schedule to maintain or restore identified areas to appropriate standard in high and medium intensity areas.

1.4. Reactive Cleansing shall be determined by the Environmental Services Division to achieve the appropriate standard of cleanliness.

1.5. Response times for each category by which a land must be returned to an acceptable standard:-

High and medium intensity areas: - the maximum response time to restore to an acceptable standard is 24 hours.

### **Standard of Cleansing**

1.6. All works, or services performed shall be carried out in accordance with the Code of Practice. The Division shall be responsible for all supervision to identify the cleansing required to achieve the specified standards within the time limits as set out in this Specification and the Response Time Summary. A Supervising Officer may from time to time during the works monitor the cleansing standard and will instruct the operatives in accordance with the Conditions if any defects are found. The Supervising Officers' decision regarding the grade and extent of defect shall be final.

1.7. Amendments and additions to the Code of Practice shall be as follows:-

- A full reactive cleansing service shall be provided at all times within a core working day except for Christmas day and New Years' day when the service required will be as specified for Category 1 and 2 zones only
- Response time for syringes, hypodermic needles and the like shall be immediately if found by division during monitoring of cleansing or within 3 working hour if instructed by the Supervising Officer and records of work carried out provided in accordance with the designated operating procedure.

### **Methodology of Work**

1.8. Cleansing shall be performed by mechanical or manual means or a combination thereof at the discretion of the Division. Cleansing work to any area contained in category zones 1, 2, 3 or 4 shall be applied to the full extent of that area as defined by its natural or physical boundaries.

1.9. The Division shall have demonstrated in the detailed programme of service that the resources are available in sufficiency to cater for seasonal factors affecting the workload such as holiday traffic and visitors. It shall include for the deployment of special machinery and any additional cleansing where appropriate.

1.10. The standard of cleanliness shall be obtained by the Division irrespective of the type of surface including paving blocks, cobbles and the like.

### **Chewing Gum Removal**

1.11. A towable high pressure 'Gum Buster' machine located in the Carmarthen highway's depot is deployed on an annual basis normally prior to the Xmas period to remove areas of gum deposits in the town centre pedestrianised areas

## Litter Bins

- 1.12. The operation of litter bin emptying shall consist of complete removal of all waste on a daily basis. The Division may use recyclable or recycled plastic bin liners at discretion to facilitate the task of litter removal and maintaining the cleanliness of the bin.

## Fly-tipping

- 1.13. Any fly-tipping on publicly owned land will be cleared within 5 working days where possible depending on scale and any ongoing investigation works. Fly-tipping on private land is the responsibility of the land owner.

## Graffiti

- 1.14. Property controlled or owned by **Carmarthenshire County Council** - **Carmarthenshire County Council** will remove graffiti including offensive or racist subject matter from buildings it owns or controls.

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

Private Property – **Carmarthenshire County Council** will advise and assist property owners on the removal of graffiti from private property. Where applicable, a removal service can be provided subject to agreed conditions and recovery of reasonably incurred costs.

## 2. Public Conveniences

- 2.1. Primary public conveniences in Carmarthen located at :-

Location	Opening Hrs
*John Street Car Park	05:00 – 23:00 (disabled 24 hrs)
*St Peter's Car Park Indoor Market	05:00 – 23:00 (disabled 24 hrs) 09:00 – 17:00 (Mon - Sat)

\*these toilets currently charge 20p for entry

- 2.2. Public conveniences in Carmarthen have a dedicated team responsible for maintaining the facilities and cleanliness at these facilities throughout the day. John Street and St. Peter's public conveniences are cleaned three times per day.

## 3. Playground areas

- 3.1. The Playgrounds in the bid area are under the direct control of the Carmarthen Town Council.

3.2. Annual playground safety inspections are still carried out by Carmarthenshire County Council.

#### **4. Grass Cutting and Gardening**

4.1. Within the BID area grass is maintained in accordance with an agreed separate SLA standard as follows :-

High Standard 10 day working cycle (where agreed)

Medium Standard 4 cuts per annum

Near 30 mph areas 4 cuts per annum

4.2. Flower beds are planted with seasonal bedding plants. The beds are weeded monthly through the growing season.

4.3. Shrubs will be pruned/shaped twice a year. Additional pruning will be carried out as required to maintain safety

4.4. Grass is cut using different machinery depending upon access requirements and this operation is weather dependent.

#### **5. Public realm asset management**

Public realm assets receive regular, formal, condition inspections primarily for risk management purposes and to identify essential reactive maintenance works. Public realm assets may include – benches, bollards, statues, sculptures, fountains, litter bins, trees, etc. Frequencies of inspections are determined by risk evaluations and asset management requirements and can be monthly, quarterly, 6 or 12-month basis. Condition inspections can also occur in response to reports of damage or incidents. Frequencies may be reviewed to reflect changes in circumstances.

#### **6. Seasonal Leaf Removal**

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

#### **7. Maintenance of Planters and Hanging Baskets**

7.1 Planters are maintained by the Grounds maintenance section

7.2 Hanging Baskets are maintained by Carmarthen Town Centre

#### **8. Removal of Fly Tipping**

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

#### **9. Removal of Fly Posting**

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

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

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

9.2.1 Highways and Transport do not remove flyposting on private property