



Comhairle Ceantair
**an Iúir, Mhúrn
agus an Dúin**
**Newry, Mourne
and Down**
District Council

October 7th, 2016

Notice Of Meeting

You are invited to attend the Enterprise, Regeneration and Tourism Committee meeting to be held on **Monday, 10th October 2016** at **3:00 pm** in the **Boardroom District Council Offices Monaghan Row Newry.**

Chair: Cllr R Burgess

Vice: Cllr D Curran

Members: Cllr T Andrews

Cllr N Bailie

Cllr P Brown

Cllr W Clarke

Cllr S Ennis

Cllr G Hanna

Cllr H Harvey

Cllr T Hearty

Cllr D McAteer

Cllr B Quinn

Cllr M Ruane

Cllr G Stokes

Cllr Tinnelly

Agenda

- 1) **Apologies**
- 2) **Declarations of Interest.**
- 2) a) **Action Sheet Arising from Enterprise Regeneration & Tourism Committee Meeting - Monday 12 September 2016. (Copy enclosed)**

[Action Sheet ERT - 12 Sept 2016.pdf](#)

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4 Presentations

- 3) **National Trust Presentation.**

Enterprise, Employment and Regeneration Items

- 4) **Additional In-Year Departmental Funding from NIEA - Ring of Gullion AONB. (Copy enclosed)**

[Item 4 Additional In-Year Departmental Funding From NIEA for Ring of Gullion AONB.pdf](#)

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- 5) (a) **Interim Northern Ireland Business Start Programme (NIBSP). (Copy enclosed)**

[Item 5a\) Interim Northern Ireland Business Start Programme \(NIBSP\).pdf](#)

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- 5) (b) **Northern Ireland Business Start Programme (NIBSP) - New Programme 2017 - 2020. (Copy enclosed)**

[Item 5b\) Northern Ireland Business Start Programme \(NIBSP\) – New Programme 2017 - 2020.pdf](#)

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- 6) **Collaborative Agreement with LEA. (Copy enclosed)**

- 7) **Cross Border Local Authority Seminar - Revitalising Small Towns - 27 October 2016 (Monaghan). (Copy enclosed)**

Item 7 Rpt re Revitalising Small Towns.pdf

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- 8) **Economic Statistical Research and Profiling. (Copy enclosed)**

Item 8 Economic Development Research and Modelling Programme.pdf

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Tourism, Culture and Events Items

- 9) **Arts and Culture Strategy. (Copy enclosed)**

Item 9 Arts Culture Heritage Strategy and Action Plan.pdf

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- 10) **Allocation of mooring - 3 year period - Newcastle Harbour. (Copy enclosed)**

Item 10 Allocation of mooring NC Harbour.pdf

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- 11) **Update on Tourism Strategy Development. (Copy enclosed)**

Item 11 Tourism Strategy update.pdf

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- 12) **Youth Golf Competition. (Copy enclosed)**

Item 12 Youth golf competition.pdf

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- 13) **Update on Tourism Stakeholder Workshops. (Copy enclosed)**

Item 13 - Stakeholder Workshops.pdf

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- 14) **Lease - Slieve Gullion. (Copy enclosed)**

Item 14 Rpt re Draft Lease - Slieve Gullion.pdf

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For Noting

15) Breakfast Seminars. (Copy enclosed)

Item 15 Breakfast Seminars.pdf

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16) 2nd All Ireland Pine Marten Symposium. (Copy enclosed)

Item 16 2nd All Ireland PineMarten Symposium.pdf

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Exempt Information Items

**17) Service Level Agreement - Kilkeel Development Association.
(Copy enclosed)**

Item 17 Rpt re Service Level Agreement - KDA.pdf

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Invitees

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ACTION SHEET – ENTERPRISE REGENERATION & TOURISM COMMITTEE – MONDAY 12 SEPTEMBER 2016

AGENDA ITEM	SUBJECT	DECISION	FOR COMPLETION BY DIRECTOR – including actions taken/date completed or progress to date if not yet completed
ERT/131/2016	Warrenpoint Baths	<p>(a) A further detailed options report be tabled at the ERT Committee Meeting following the outcome of the Warrenpoint Baths planning application process. This will include prioritisation and financial implications for options 1 and 2, as option 3 and 4 are seen at this stage as last resort options.</p> <p>(b) Tourism figures for 2015 and 2016 to be circulated to Members for information.</p>	<p>(a) In progress with Planning Service</p> <p>(b) Actioned</p>
ERT/132/2016	Forkhill Greenspace Project	The Council enter into and sign a Works Licence Agreement to allow for the longer term maintenance of the completed Forkhill Greenspace Project, as per report dated 12 September 2016 from Mr J McGily.	-Relevant agreements being put in place between Council and DEARA
ERT/133/2016	Clanyre River & Public Realm Scheme Clean up	<p>(a) Council request funding from Dept for Communities (DFC) towards the `Clean up` of the Clanyre River (City Sections) and `Washing of the Public Realm Urban Pathways`</p> <p>(b) Subject to successful Business Case being</p>	<p>-Formal request now made to DFC</p> <p>-Council officials working closely with DFC on completing Business Cases</p>

		<p>completed, accept/sign relevant letters of offer for both proposed projects and proceed to relevant procurement exercises to get the works completed.</p> <p>(c) Officials to examine if it is possible to extend arrangements for the Clean up of the Clanyre River to other rivers in the District.</p>	<p>-Issue of Clean-up to other rivers being raised with DfC.</p>
ERT/134/2016	Kilkeel Strategic Partnership	<p>(a) NMDDC to act as lead partner for this stage only to ensure project moves ahead. This will involve NMDDC signing an operating agreement with SIB on behalf of partners (Seasource/ISP, DAERA, NMDDC and INI). Subject to KSP leading on lobby to ensure a government department sponsors this project beyond this phase and Council writing to relevant Ministers (DAERA and DfC) requesting this is given urgent priority and placing on record NMDDC's position on this matter.</p> <p>(b) NMDDC co fund this phase of the project in following way – 10% KSP/Seasource, 25% NMDDC, 65% DAERA and INI up to a maximum of £50,000 total cost.</p> <p>(c) NMDDC work with SIB to finalise the operating agreement with SIB procuring direct any services required for this phase of the project, ie, experts to draft Terms of Reference.</p>	<p>Completed</p>

ERT/135/2016	Letting of lands – Delamont Country Park	Council proceed to seek expressions of interest for 1 no. lot 30.34 hectares for sheep grazing/arable, with an indicative value of £100 per /acre and accept the offer of the highest value (as per decision by SMT Meeting – SMT/246/2016). Expressions of interest to be sought in October 2016 for the five year period 01 April 2017 to 01 October 2021.	Ongoing
ERT/136/2016	Newry Town Hall Schedule of Works	<p>(a) To close Newry Town Hall for Main Hall bookings from 15 May – 15 September 2017.</p> <p>(b) Mood Boards be produced to inform all groups and others of progress of works.</p> <p>(c) Meeting be convened at later date with Director of ERT, user groups and Theatre consultant, to inform them of proposed works.</p> <p>(d) Consultation process to begin in Autumn with Arts Groups/relevant bodies for Audience Development Strategy.</p>	Ongoing
ERT/137/2016	Newry Town Centre Bid	<p>(a) NMDDC sign the Memorandum of Understanding with the Department of Communities in respect of Newry Town Centre BID and draw down funding as required.</p> <p>(b) A letter of thanks and best wishes to be sent to the former Chief Executive of BID.</p>	Completed
ERT/138/2016	Down County Museum	(a) Opening times for Down County Museum be changed to those already in place at Newry	Ongoing

		<p>Museum, ie, Mon-Sat 10am to 4.30pm, Sun 1.30pm to 5pm.</p> <p>(b) No reduction in Cathedral View Tea Rooms opening hours – Tearoom opening on Saturday mornings can be arranged.</p> <p>(c) Booked room and tour bookings extending beyond 4.30pm can still be accommodated from Monday to Saturday as Museum staff will still be available to manage these bookings until 5pm.</p>	
ERT/139/2016	Green Tourism	To approve the appointment of 5 No. delegates/destination ambassadors to attend the Global Green Destinations Conference and Gala Dinner on 27 September 2016 in Ljubljana Slovenia.	Completed
ERT/140/2016	Invitation – Tourism NI Board (Visit NM&D District)	<p>To extend an invitation to the Board of Tourism NI to the Newry Mourne and Down District.</p> <p>The trip will be held potentially over a 2 day period and a full programme will be tabled at a Meeting of the ERT Committee for consideration.</p>	Ongoing
ERT/141/2016	Purchase of Lands at Slieve Gullion	<p>Closed Session Item</p> <p>(a) The Council proceed to purchase 4.33 acres of land at Slieve Gullion Forest Park subject to obtaining Planning permission for car parking.</p> <p>(b) To proceed with detailed design and submission of Planning application for new car</p>	Ongoing

		parking at Slieve Gullion Forest Park and to secure the services of external design services as required.	

Report to:	Enterprise, Regeneration and Tourism Committee
Date of Meeting:	10 th October 2016
Subject:	Additional In-Year Departmental Funding From NIEA for Ring of Gullion AONB
Reporting Officer:	Marie Ward, Director Enterprise Regeneration and Tourism
Contact Officer:	Darren Rice, Partnership Manager

Decisions required:

Approve additional funding offer of £24,231

1.0	<p>Purpose and Background: NIEA has secured additional in-year department funding and has offered Newry, Mourne and Down District Council £24,231 to achieve a set of objectives for March 2017. These objectives are:</p> <ol style="list-style-type: none"> 1. Write SAC Management plan for Slieve Gullion by March 2017. This is a condition of the funding from NIEA, the funding body. 2. Reduce litter and flytipping across the district with better reporting structures on relevant websites. 3. Map locations of most problematic non-native invasive species in the Ring of Gullion AONB and buffer zone. Pilot for the three AONBs in the district. 4. Draw up non-native invasive species control action plan for Slieve Gullion AONB and buffer zone. 5. Develop an action plan to establish three local nature reserves across the two AONBs, SLL and RoG by 2017. 6. Establish one LNR by March 2017. 7. Establish one forest school in an AONB by March 2017.
2.0	<p>Key issues There is a small window in which to deliver the objectives of this programme as the end date for spending is 31st March 2017.</p>
3.0	<p>Recommendations: Accept LoO , sign and return once received.</p>
4.0	<p>Resource implications None</p>
5.0	<p>Equality and good relations implications: Through the delivery and implementation of all these schemes, the Council will have due regard to the need to promote equality of opportunity between the nine equality categories. Council will also seek to promote Good Relations between people of different Religious Belief, Political Opinion and Ethnic Origin.</p>
6.0	<p>Appendices N/A</p>

Agenda Item:	
Report to:	Enterprise Regeneration and Tourism Committee
Subject:	Interim Northern Ireland Business Start Programme (NIBSP)
Date:	Monday 10 th October 2016
Reporting Officer:	Marie Ward, Director Enterprise, Regeneration and Tourism
Contact Officer:	Martin Patterson, Enterprise Development Officer

Decisions Required	
For consideration	
1.0	<p>Purpose and Background</p> <p>With the current business start up programme ceasing in October 2016 and a new interim business start up programme (approved by the Council September 2016) overlapping with a new business start up programme being considered, the Council need to agree a mechanism for delivery of the interim programme for the specific business plan implementation.</p>
2.0	<p>Key Issue</p> <p>At the August 2016 ERT Committee meeting the main elements of the interim programme agreed and that Council officials would explore how the business plan element of the programme could be delivered through the proposed collaborative agreement between Newry and Mourne Enterprise Agency and Down Business Centre.</p> <p>The collaborative agreement recognises the role of the local enterprise agencies have played in the delivery of local economic development activity since the early 1990's in partnership with Councils. Under the Local Government Act 1972 (NI), Councils can undertake arrangements with specific bodies to supply goods or services. The local enterprise agencies have a proven track record in providing business planning and mentoring advice to new business starts. Given this is an interim measure and the new service will have to be tendered under EU rules in 2017, it is prudent to appoint the local enterprise agencies to continue the service which they supply currently up to 21 October 2016 via a contract with Invest NI.</p> <p>The primary delivery target of this programme is initial meetings with potential clients, the preparation of a minimum of 125 completed client led Business Plans for the period from 24 October 2016 – 31 March 2017 that will provide 95 jobs promoted and final signposting.</p>
3.0	<p>Recommendation</p> <p>Appoint Newry and Mourne Enterprise Agency and Down Business Centre to deliver the Interim NI Business Start up Programme (business plan element) for period October 2016 – March 2017 with a possible extension to cover any gap until the new NI Business Start Programme commences.</p>
4.0	<p>Resource Implications</p> <p>Budget available in the 'transfer of functions' for the period October 2016 – March 2017. This will target 125 Business Plans approved and 95 Jobs Promoted at a cost of £37,500 with possible extension on a pro rata basis.</p>

5.0	Equality and good relations implications This programme has an open door policy to all applicants and meets all of the criteria.
6.0	Appendices N/A

Agenda Item:	
Report to:	Enterprise Regeneration and Tourism Committee
Subject:	Northern Ireland Business Start Programme (NIBSP) – New Programme 2017 - 2020
Date:	Monday 10 th October 2016
Reporting Officer:	Marie Ward, Director Enterprise, Regeneration and Tourism
Contact Officer:	Martin Patterson, Enterprise Development Officer

Decisions Required

For consideration

1.0 Purpose and Background

As agreed previously by Newry, Mourne and Down District Council, an 11 Council collaborative funding bid was submitted to the ERDF Investment for Growth & Jobs Programme (2014-2020) for the delivery of a Northern Ireland wide business start-up programme (NIBSP).

For noting; the current business start up programme ceases in October 2016 and the 11 Councils have put in place an interim programme to ensure continuity while the decision on the new programme is considered. This interim programme was approved by our full Council in September 2016 and is in place to proceed.

2.0 Key Issue

The application for the programme was submitted in 2015 and Invest NI has completed the economic appraisal and have presented to the Councils. The preferred option for the programme for 2017 – 2020. The preferred option is summarised as follows;

(1) Structure

- Involves all 11 Councils delivering the programme.
- A 3 ½ year period with anticipated commencement date of 1st October 2017
- Targets for the overall programme are as follows;
 - Total business plans Approved – 9,729
 - Total new businesses established – 6,616
 - Total new jobs created – 5,981
- An applicant to the programme will receive the following 4 elements; (a) initial assessment (b) workshop (c) one to one support (d) business plan.
- There will be one contract for each of the following services; (i) enquiry handling delivery partner (ii) business plan delivery partner (iii) MIS provider and (iv) centralised marketing campaign (enhanced through social media, sponsorship and outreach activities).
- Lisburn & Castlereagh City Council (LCCC) to be the contract holder.

	<p><u>(2) Targets for Newry, Mourne and Down DC over the life of the programme</u></p> <ul style="list-style-type: none"> ○ Total business plans Approved - 1000 ○ Total new businesses established – 681 ○ Total new jobs created – 616
3.0	<p>Recommendation</p> <p>The Council proceed with the collaborative Council NI Business Start Programme application on the basis of the preferred option 1 received from Invest NI on the 12 September 2016 subject to clarification on the following points; sensitivity in first year, duration of programme, daily financial rate for delivery, job creation targets and flexibility within the programme.</p>
4.0	<p>Resource Implications (for the 3 ½ year programme)</p> <p>Total cost of Programme - £6,173,904</p> <p>Total ERDF grant aid - £3,696,517</p> <p>Cost to Council – £254,662 (this funding is already in place through the ‘transfer of functions’ budget).</p>
5.0	<p>Equality and good relations implications</p> <p>This programme has an open door policy to all applicants and meets all of the criteria.</p>
6.0	<p>Appendices</p> <p>N/A</p>

Agenda Item:	[This is the number the item will be given]
Report to:	Enterprise Regeneration and Tourism Committee
Subject:	Collaborative Agreement between Newry, Mourne and Down District Council and LEAs (Newry and Mourne Enterprise Agency and Down Business Centre)
Date:	10 October 2016
Reporting Officer:	Marie Ward
Contact Officer:	Jonathan McGilly

Decisions Required

To consider draft Collaborative Agreement and approve subject to amendments and final legal advices

1.0	<p>Purpose and Background</p> <p>At August 2016 ERT Committee Meeting, Council agreed to explore the potential for a collaborative agreement with 2no. Local Enterprise Agencies in the District, namely, Newry and Mourne Enterprise Agency and Down Business Centre. Under the Local Government Act (NI) 1972, Councils can make arrangements with specified bodies for the supply of administrative, professional or technical services. The LEAs have provided services to, and in partnership with, Councils and Local Economic Development Programmes. This ranges from direct delivery of projects to developing funding applications etc.</p> <p>Councils have also invested heavily in LEAs also by funding workspace development across the District. This is managed by LEAs and provides a vital resource to support new business development and support to local SMEs.</p>
2.0	<p>Key Issue</p> <p>LEAs are a key LED partner and provide a vital service to local SMEs. To date, they receive no core funding from any agency yet sustain their operation via a Social Enterprise Model. In recent years LEAs have delivered RSI programmes at a cost well below the market rate.</p> <p>The LEAs have a local expertise and knowledge that is vital to the work of local Council and can provide services in a flexible and professional manner and can react to the demands of tight deadlines. They also have access to a range of business mentors and specialists that can add value complex to tasks.</p> <p>Council wants to formalise this arrangement to allow both organisations to work together in a more joined up fashion for mutual benefit provided there is a clear value for money rationale. This agreement would not exclude Council from working with other strategic LED partners in a similar way if funding preconditions dictate. Public procurement exercises will be applied.</p>
3.0	<p>Recommendations</p> <p>(i) Newry, Mourne and Down District Council enters into a Collaborative Agreement with NMEA and DBC jointly when it is in Council's interest to</p>

	<p>engage both parties for the delivery of LED function</p> <p>(ii) This should be agreed for one year period and reviewed at the end before deciding to</p> <p>(iii) Council agree the Collaborative Agreement details subject to final legal advices</p> <p>(iv) No specific value be included in the agreement rather Council establishes value for money rates for key personnel to complete tasks and agree scope of work based on each individual arrangement</p>
4.0	<p>Resource Implications</p> <p>This agreement will result in LEAs completing agreed tasks for Council which will be funded through current budgets. It will not involve an additional budget.</p>
5.0	<p>Equality and good relations implications.</p> <p>This agreement meets all Equality and Good Relations indicators.</p>
6.0	<p>Appendices</p> <p>Attached draft Collaborative Agreement</p>

App 1

Collaborative Agreement between Newry & Mourne Enterprise Agency, Down Business Centre and Newry, Mourne and Down District Council for the purpose of the promotion of LED across the District**Background**

Newry & Mourne Enterprise Agency and Down Business Centre (LEA) are both Social Enterprises that provide managed workspace and support to local businesses across the region. Historically that support has ranged from business start training, advice, business planning and mentoring. This support has been targeted at small businesses before they become Invest NI clients and majority which may never become Invest NI clients.

Since Councils in the early 1990s gained powers to deliver LED the Enterprise Agency network across NI has played a prominent role in delivering initiatives designed by Council and procured through tender process.

Newry, Mourne and Down District Council is a key stakeholder in LEAs locally having invested considerably in the Social Enterprise Model to create serviced workspace which provides an incubator services for many small businesses at a number of locations across the District.

Proposal

Given the extent of cooperation between LEAs and Council at a local level and the shared corporate objectives of all three organisations to promote business development and job creation, Council has agreed that a Collaborative Agreement be established between Council and its LEA partners:-

- (i) Newry & Mourne Enterprise Agency
- (ii) Down Business Centre

This Collaborative Agreement will acknowledge that LEAs are specified bodies that can be engaged by Newry, Mourne and Down District Council as required to provide services in the area of Local Economic Development.

The areas for cooperation will be around provision of services such as business start advice, social enterprise, project and programme development and preparation of funding proposals and business planning.

In the event where funding conditions dictate, public procurement requirements will supersede this agreement.

This agreement does not exclude Council from engaging with other providers where it believes there are additional benefits. Also, if Council believes LEAs are not the sole provider, procurement exercises will be undertaken.

Report to:	ERT Committee
Date of Meeting:	10 th October 2016
Subject:	Seminar: Revitalising small towns across the Island of Ireland: The role of Local Government
Reporting Officer (Including Job Title):	Marie Ward Director of Enterprise, Regeneration and Tourism
Contact Officer (Including Job Title):	Jonathan McGilly Assistant Director, Enterprise, Employment and Regeneration

Decisions required:	
To note content of report and approve recommendation outlined at section 3	
1.0	Purpose and Background:
1.1	Attendance at Co-operation Ireland Seminar entitled: Revitalising small towns across the Island of Ireland: The role of Local Government Seminar will focus on: <ul style="list-style-type: none"> • Revitalising Small Towns – An Emerging Framework • The National Context: Priorities, Challenges and Emerging Opportunities • Revitalising our Towns: Why Now? • Reimaging Small Towns: The Key Ingredients • Small Town Regeneration: Key Factors for Success Thursday 27 th October 2016 / 12.45pm – 5pm / Hillgrove Hotel, Monaghan
2.0	Key issues:
2.1	Learning from this event will feed regeneration plans and initiatives taken forward by the Department for revitalisation, village renewal, public realm etc.
3.0	Recommendations:
3.1	Chairperson of ERT to attend with 1 Officer
4.0	Resource implications
4.1	No financial cost for attendance
5.0	Equality and good relations implications:
5.1	N/A
6.0	Appendices
	1) Invitation



SAVE THE DATE

REVITALISING SMALL TOWNS ACROSS THE ISLAND OF IRELAND: THE ROLE OF LOCAL GOVERNMENT

To be held on

Thursday, 27th October 2016

Hillgrove Hotel, Monaghan

12.45pm – 5.00pm

(with registration & light lunch from 12noon)

Key sessions during the seminar will focus on:

- Revitalising Small Towns – An Emerging Framework
- The National Context: Priorities, Challenges and Emerging Opportunities
- Revitalising our Towns: Why Now?
- Reimagining Small Towns: The Key Ingredients
- Small Town Regeneration: Key Factors for Success

Confirmed speakers to date are as follows;

- Dr. Patricia O'Hara, Adjunct Professor, Maynooth University
- Mr. Eugene Cummins, Chief Executive, Roscommon County Council
- Mr. Anthony Tohill, Chief Executive, Mid Ulster Council
- Mr. John Higgins, JH Public Affairs Ltd.
- Dr. Linda McElduff, Lecturer, School of the Built Environment, University of Ulster
- Mr. Liam Hannaway, Chief Executive, Newry, Mourne and Down District Council

If you wish to register now for this event please email your name, organisation and position to:

cdunbar@cooperationireland.org



Department for
Communities
www.communities-ni.gov.uk

Agenda Item:	[This is the number the item will be given]
Report to:	Enterprise Regeneration and Tourism Committee
Subject:	Economic Development Research and Modelling Programme
Date:	Monday 10 October 2016
Reporting Officer:	Marie Ward, Director Enterprise, Regeneration and Tourism
Contact Officer:	Jonathan McGilly, Assistant Director, Enterprise Employment and Regeneration

Decisions Required

To consider recommendations outlined in section 3 of the report and agree a way forward.

1.0	<p>Purpose and Background</p> <p>As part of the Council's new role in delivery of local economic development, knowledge of the local economy and the key sectors within the economy is essential. Following discussions with a range of Councils and other partners the Ulster University has developed, through its Economic Policy Centre, an economic modelling tool that will give detailed analysis on the local economy and, via predictive modelling, give analysis of actions that may help address issues and answer the "what if" questions.</p>
2.0	<p>Key Issue</p> <p>Council requires real time economic data to assist business decisions Council makes around economic development programmes and activity. This research and modelling was raised as a key issue by the local business sector when Council consulted on its new strategy. Consultation clearly demonstrated the need to use real time data to inform decisions and to use this research also to develop better engagement between business and industry to ensure local skill sets are relevant to needs of industry in future.</p> <p>This research and modelling programme will assist Council to define the key sectors that should be the focus for development and investment and demonstrate how these sectors can impact on local economy if growth can be stimulated.</p> <p>As part of this package the Ulster University will provide a six monthly economic outlook and forecast for the Council area and provide economic forecasts etc. This package of support also involves a presentation to Council twice annually.</p> <p>Package is also flexible as we can use as part of the programme consulting days to look at specific issues that may arise during the course of the agreement.</p>
3.0	<p>Recommendations</p> <p>Council enter into this research and modelling agreement with the Ulster University at a cost of £10,000 per annum for one year period initially with review in advance of a decision to renew.</p>

4.0	Resource Implications Funds are available within current budgets.
5.0	Equality and good relations implications Due regard has been given to the need to promote equality of opportunity between the categories.

Report to:	Enterprise Regeneration and Tourism Committee
Subject:	Tender for Arts Culture Heritage Strategy and Action Plan
Date:	Monday 10 October 2016
Reporting Officer:	Marie Ward, Director Enterprise, Regeneration and Tourism
Contact Officer:	Aisleain McGill ERT Department

Decisions Required	
To note/agree etc the contents of the report and approve recommendations at Section 3	
1.0	<p>Purpose and Background</p> <p>Within the NMDDC area, the main cultural venues are:</p> <ul style="list-style-type: none"> • Newry and Mourne Museum • Down County Museum, Down Arts Centre • Sean Hollywood Arts Centre • Newry Town Hall • Warrenpoint Town Hall <p>In recognition of the disparate nature of the new district and lack of uniform data about the existing arts and cultural providers and users, the Department of Enterprise, Regeneration and Tourism wishes to develop an Integrated Culture, Arts & Heritage Strategy 2017-2021 and Action Plan 2017-2019 for Newry Mourne and Down District Council</p>
	<p>Key Issue</p> <p>Across the new council area, there are currently different levels of arts, culture and heritage service provision. There is an imperative to consider new ways of working and service delivery to maximise efficiencies and ensure equality of access across the new council area.</p> <p>The overall objective is to develop an innovative and integrated Cultural Services Strategy for the new Council that will</p> <ul style="list-style-type: none"> • ensure our rate payers and visitors can avail of and contribute to a wide range of high quality, inclusive, affordable and accessible cultural services including arts, museums and heritage • maximize the available resources and potential of the current arts, museums and heritage service within this unique council area • maximize opportunities to deliver on wider local, regional and national strategies (including social and economic strategies).
3.0	<p>Recommendations</p> <p>To tender for the Development of an Integrated Culture, Arts & Heritage Strategy 2017-2021 and Action Plan 2017-2019 for Newry Mourne and Down District Council</p>
4.0	<p>Resource Implications</p> <p>£20,000 budget allocation</p>
5.0	<p>Appendices</p> <p>N/A</p>

Report to:	Enterprise, Regeneration and Tourism
Date of Meeting:	10 th October 2016
Subject:	Allocation of Mooring Licence for Newcastle Harbour
Reporting Officer:	Marie Ward, Director Enterprise, Regeneration and Tourism
Contact Officer:	Michelle McKeown, Assistant Tourism Development Officer

Decisions required:	
Approval to carry out the 2017 allocation of mooring at Newcastle Harbour for a 3 year period.	
1.0	Purpose and Background:
1.1	<p>In the past there has been an annual process for the boat owners being allocated a mooring at Newcastle Harbour.</p> <p>The process included:</p> <p>An advert in the local newspapers Jan/ Feb</p> <p>Application forms being issued</p> <p>A drop in day for accepting applications, insurance and payment from each boat owner.</p> <p>As each application would be dealt with in a first come, first served basis – this caused an issue with boat owners arriving as early as 6am on the day of receiving applications in order to try and secure the particular mooring they wanted.</p>
2.0	Key issues:
2.1	<ul style="list-style-type: none"> • The annual process is a lengthy and time consuming exercise for staff • The annual process causes friction between boat owners, who may not get the mooring they wanted, due to another boat owner getting in first
3.0	Recommendations:
3.1	Approval to carry out the 2017 allocation of mooring at Newcastle Harbour for a 3 year period.
4.0	Resource implications
4.1	NA
5.0	Equality and good relations implications:
5.1	At this stage it is considered there are no equality or good relations issues to consider.
6.0	Appendices
	NA

Agenda Item:	Tourism Strategy Update
Report to:	Tourism Task and Finish Group and Economic Regeneration and Tourism Committee
Subject:	Tourism Strategy Update
Date:	4 October 2016
Reporting Officer:	Marie Ward
Contact Officer:	Michelle Boyle

Decisions Required

1. To complete the Strategy on the basis of the following timeline
Draft Strategy presented to Council via Tourism Task and Finish Group and interested Councillors– November 16
Make necessary revisions and circulate to key Industry bodies for consultation during November/December 2016

With any necessary revisions and Council approval, launch the final strategy in early 2017.

1.0	<p>Purpose and Background</p> <p>As part of the Councils Strategy Development process a series of short interactive workshops and drop in discussions were held across the District during September in Downpatrick, Strangford, Newcastle, Newry, Warrnepoint and Mullaghbane</p> <p>A Framework paper was circulated to participants prior to attending and assisted in informing discussions and highlighting the key themes emerging</p> <p>The workshop were engaging and have assisted in developing the most relevant steps for the next 5 years</p>
2.0	<p>Key Issues</p> <p>The proposed timeline to complete the Strategy is: Draft Strategy presented to Council via Tourism Task and Finish Group – November Make necessary revisions and circulate to key Industry bodies for consultation during November/December With any necessary revisions and Council approval launch the final strategy in early 2017.</p>
3.0	<p>Recommendations</p> <p>As per decisions required</p>
4.0	<p>Resource Implications</p> <p>Provision available in this financial year for Strategy completion</p>
5.0	<p>Equality Assessment</p> <p>All necessary consideration will be taken account of as part of the final report</p>
6.0	<p>Appendices</p> <p>N/A</p>

Agenda Item:	
Report to:	Enterprise, Regeneration and Tourism
Subject:	Youth Golf Competition
Date:	10 th October 2016
Reporting Officer:	Marie Ward
Contact Officers:	Tracey Mooney

Decision Required

Approval to hold a youth golf competition in April 2017 on the Championship course at Royal County Down with a qualifier at Ardglass Golf Club.

1.0	<p>Purpose & Background</p> <p>Host an elite youth golf competition at Royal County Down Championship Golf Course in April 2017 for girls and boys under 18 years of age. This competition will be based on a low handicap which will be decided by the Golfing Union Ireland. A limited number of participants will be eligible to play the main competition. A qualifier will be held in Ardglass Golf Club which will allow those youths who do not meet the essential criteria to take part. Newry, Mourne and Down Council will approach all clubs in the Newry, Mourne and Down area asking them to either nominate a youth to take part in the competition or for them to hold a competition within their club and the winner is then put forward for the main competition in Royal County Down.</p> <p>The benefits of this competition are as follows:</p> <ul style="list-style-type: none"> • Create bed nights in the Newry, Mourne and Down Area • Promotion of the Newry, Mourne and Down Region • Create a spectacle to highlight • Raise awareness of the excellent golf product in Newry, Mourne and Down • Economic benefit to the area
2.0	<p>Recommendation</p> <p>Approval to hold a youth golf competition in April 2017 on the Championship course at Royal County Down with a qualifier at Ardglass Golf Club.</p>

3.0	Resource Implications Budget to be confirmed but it is anticipated that Newry, Mourne and Down will be a key funder in year one. Staff to be allocated to work on this project.
4.0	Appendices N/A

Agenda Item:	[This is the number the item will be given]
Report to:	Enterprise Regeneration and Tourism Committee
Subject:	Tourism business development opportunities arising from the recent Council-led study visit to Inverness/Loch Ness and Speyside
Date:	Monday 10 th October 2016
Reporting Officer:	Andy Patterson, Tourism NI Regional Manager – Newry, Mourne & Down
Contact Officer:	As above.

Decisions Required

To note the contents of this paper and to approve the recommendation that:
a series of targeted workshops is delivered to the local tourism industry in partnership with Tourism NI.

1.0 Purpose and Background

Since taking up post in June 2016 the Tourism NI Regional Manager for the Newry, Mourne and Down district has engaged with 48 tourism stakeholders in the region on a 121 basis. The initial feedback from tourism businesses has highlighted that the industry wants more support to **form better working partnerships**, which can lead to the **creation of more offers, packages and itineraries**. The creation of more offers and packages provides more opportunities for more visitors to stay longer and spend more in the district. This feedback was also highlighted by stakeholders who attended the Tourism Strategy workshops in September.

2.0 Key Issues

In order to address this requirement from businesses, it is proposed that a **series of targeted workshops** are now held to support tourism businesses to work together to create market-ready offers:

The aims of this series of workshops are to:

- Highlight the opportunities that working in partnership can bring;
- Outline what makes a good offer or package;
- Provide networking opportunities to start working together to create joint-itineraries, packages and offers.

The premise of these workshops would be for local businesses to start building relationships, and to start working together on offers that are ready to go to market, via Tourism NI and Tourism Ireland's marketing channels.

	<p>These follow up workshops would be held in the following four locations to facilitate business partnerships being formed at a local level:</p> <ul style="list-style-type: none"> • Tuesday 8th November 16 – The Whistledown Hotel, Warrenpoint • Wednesday 9th November 16 - Slieve Donard Resort and Spa, Newcastle • Thursday 10th November 16 – Denvir's, Downpatrick • Friday 11th November 16 – Cross Square Hotel, Crossmaglen <p>The timing of holding these workshops in November can ensure that the momentum built with the local industry in the Tourism Strategy Workshops can be continued, and that there is a specific call to action for the industry to start working together, in preparation for Spring and Summer 2017.</p> <p>It is proposed that the workshops would be facilitated by Kate Taylor, a Business Consultant who is one of the lead trainer's for Failte Ireland's Sales Academy, and who is currently facilitating a series of workshops along the Wild Atlantic Way which encourages businesses to create saleable experiences for overseas markets.</p>
3.0	<p>Recommendations</p> <p>To note the contents of this paper and to approve the recommendation that: a series of targeted workshops is delivered to the local tourism industry in partnership with Tourism NI.</p>
4.0	<p>Resource Implications</p> <p>The cost of hosting and facilitating these workshops will be met by Tourism NI.</p>
5.0	<p>Equality and Good Relations implications</p> <p>N/a</p>
6.0	<p>Appendices</p> <p>Appendix 1 – a draft of the evite that will be circulated to tourism businesses in the region is attached. This will be circulated from w/c 10th October 16.</p>

Appendix 1 – Workshop Evite



The aim of these workshops is to provide opportunities for local tourism businesses to work together in partnership to create more offers and packages that will encourage visitors to stay longer and spend more in the region. These workshops are open to all tourism businesses in the Newry, Mourne and Down region, to:

- Highlight the opportunities that working in partnership can bring
- Outline what makes a good offer or package for different target markets
- Provide networking opportunities to start working together to create joint-itineraries, packages and offers

Who Should Attend?

All Tourism and Hospitality businesses in the Newry, Mourne and Down region.

Event Details

Workshops will be held in the following locations - please select your preferred venue when registering.

- **Tuesday 8th November 16** – The Whistledown Hotel, Warrenpoint
- **Wednesday 9th November 16** - Slieve Donard Resort and Spa, Newcastle
- **Thursday 10th November 16** – Denvir's, Downpatrick
- **Friday 11th November 16** – Cross Square Hotel, Crossmaglen

Workshop Facilitator - Kate Taylor, Business Consultant & Trainer

Kate Taylor is a business strategist, trainer, keynote speaker and lecturer, specialising in the tourism and hospitality sector. As well as working with a range of destinations to maximise their brand positioning and to extend their season, Kate's current academic research focuses on "Co-opetition in Tourism Destinations" and has involved the extensive research of national & international destinations. Kate has developed and facilitated a wide range of workshops for Fáilte Ireland. She has delivered keynote talks such as "The 7 Simple Steps to Sales Success" and "Co-operating for Success". Kate is currently facilitating the Wild Atlantic Way Workshop Series "Extending the Season" where she works with destinations to create with Saleable Experiences for the overseas market.

Report to:	Enterprise Regeneration and Tourism Committee
Subject:	Lease Slieve Gullion Forest Park
Date:	Monday 10 October 2016
Reporting Officer:	Marie Ward, Director of Enterprise, Regeneration and Tourism
Contact Officer :	Mrs Michelle Boyle, Tourism Development Officer

Decisions Required

To agree the contents of the report and approve recommendations at Section 3

1.0 Purpose and Background

A key priority of the Council Corporate Plan 2015-19 is "To become one of the premier tourism destinations of the Island of Ireland". The emerging Enterprise, Regeneration and Tourism strategy sets out a way forward for the Newry Mourne and Down District and a key priority is to become Ireland's premier outdoor adventure destination by enhancing the tourism product in the area.

Opportunities exist to maximize the use and potential of forestry estates within the District for visitors and residents, building upon work undertaken by both legacy Councils with Forestry Service.

Forests with tourism potential within the Council area include the following:

Castlewellan
Donard
Kilbroney
Slieve Gullion
Tollymore

A report was presented to the ERT Committee in October 2015 and it was approved that the Council enters into a global license with the Forestry Service. The license will specify only those assets and corresponding infrastructure which are transferring to the Council and for which the Council will assume full responsibility. All other lands including trails not specified in the global license will remain the responsibility of the Forestry Service.

Attached at appendix one is the draft lease for Slieve Gullion Forest Park. This lease format will be used across the remainder of the forests as listed above.

2.0 Key Issue

1. The lease term is 25 years.
2. Yearly rental will be Nil (Forest Service are preparing a business case that determines this rental)
3. Prior to signing of lease Forest Service are to confirm risk areas in the forest for management
4. Forest Service to provide most recent tree survey
5. Forest Service to confirm Council obligations in relation to the management of woodland under Forest Service Act (NI) 2010

3.0	Recommendations 1.) To approve the lease for 25 years at Slieve Gullion Forest Park subject to the key issues at 2.0 being addressed.
4.0	Resource Implications
5.0	Equality and Good Relations implications: The Council will have due regard to the need to promote equality of opportunity between the nine equality categories. Council will also seek to promote Good Relations between people of different Religious Belief, Political Opinion and Ethnic Origin.
6.0	Appendices Appendix 1 Draft Lease Forest Service

Dated this day of 2016

**THE DEPARTMENT OF AGRICULTURE
AND RURAL DEVELOPMENT**

AND

NEWRY MOURNE AND DOWN DISTRICT COUNCIL

25 YEAR LEASE SLIEVE GULLION FOREST PARK

**THE SOLICITOR
DEPARTMENT OF FINANCE & PERSONNEL
DEPARTMENTAL SOLICITOR'S OFFICE
3RD FLOOR CENTRE HOUSE
79 CHICHESTER STREET
BELFAST**

THIS LEASE dated the _____ day of _____ 2016 and made between THE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT of Dundonald House, Upper Newtownards Road, Belfast (hereinafter called “the Lessor” which expression shall where the context so admits include its successors in title) of the one part and NEWRY MOURNE AND DOWN DISTRICT COUNCIL of Greenbank Industrial Estate, Rampart Road, Newry, BT34 2QU (hereinafter called “the Lessee” which expression shall where the context so admits include its successors and permitted assigns) of the other part

WITNESSETH as follows:-

1. In consideration of the rent and covenants hereinafter reserved and contained the Lessor hereby demises unto the Lessee ALL THAT the lands described in the First Schedule hereto (hereinafter referred to as “the demised premises”) TOGETHER WITH the benefit of the easements rights and privileges set forth in the Second Schedule hereto (“the Rights”) EXCEPTING AND RESERVING unto the Lessor and all other persons authorised by the Lessor the Exceptions and Reservations contained in the Third Schedule hereto

TO HOLD the same together with the Rights and excepting and reserving as aforesaid unto the Lessee for a term (hereinafter called “the term”) of twenty years from the first day of March 2015

YIELDING AND PAYING therefore unto the Lessor yearly in advance on the anniversary of the date of commencement of these presents without any deduction the yearly rent of £[] in respect of the first five years of the term if demanded the first payment to be made within one month from the date of commencement of these presents and in respect of each successive period of 5 years of the said term such a rent not being less than the rent payable for the immediately preceding period of 5 years as

shall be agreed in accordance with the provisions for review set out in the Fourth Schedule hereto such revised yearly rent to be paid annually in advance in the same manner as the initial rent hereby reserved

2. The Lessee to the intent that the obligations may continue throughout the term hereby covenants with the Lessor as follows that is to say:-
 - (1) To pay the reserved rent
 - (2) To maintain and keep the demised premises including all structures and buildings erected thereon in good and substantial repair and condition and to replace where necessary at the Lessee's sole cost the structures and buildings on the demised premises the conducting media serving the demised premises and fixtures and fittings therein . Nothing in this Clause shall obligate the Lessee to reinstate or repair the demised premises to a higher state of repair than they are at the beginning of this Lease
 - (3) Not to use the demised premises for any purpose other than for the operation management and maintenance of a public recreation/tourism-facility at Slieve Gullion Forest Park with associated car parking, buildings, toilets, playparks, tree nursery, trees and woodland and trails and associated recreation/tourism facilities as well as related utilities and services which permitted use shall include the promotion of recreation activities on the demised premises and specific events promoted by the Lessee from time to time
 - (4) (a) To pay and to indemnify the Lessor against all rates taxes duties charges assessments impositions and outgoings whatsoever of an annual or recurring nature whether parliamentary parochial local or of any other description which are now or may at any time hereafter be taxed assessed charged or imposed

upon or payable in respect of the demised premises or on the owner or occupier in respect thereof except only such as the owner of the leasehold reversion is by law bound to pay notwithstanding any contract to the contrary

- (b) VAT (or any tax of a similar nature which may be substituted for it or levied in addition to it) will be chargeable in respect of any payment made by the Lessee under any of the terms of or in connection with the lease or in respect of any payment made by the Lessor where the Lessee agrees in this lease to reimburse the Lessor for such payment
- (5) From the date of this Lease to comply with all Legislation where 'Legislation' means any statute or order in council or any order, instrument, rule or regulation made under them, or any notice or order issued by a government department, the Northern Ireland Assembly, the legislative making institutions of the European Union, minister, Secretary of State for Northern Ireland or local public regulatory or other authority for the time being in force in relation to the demised premises including all relevant requirements regarding health and safety and environmental matters including the provision and maintenance of fire prevention and fire-fighting equipment (within the buildings and elsewhere on the demised premises) and do and execute or cause to be done and executed all such works acts deed matters and things as under or by virtue thereof are or shall be properly directed or necessary to be done or executed upon or in respect of the demised premises or any part thereof whether by the owner Lessor Lessee or occupier and at all times to keep the Lessor indemnified against all claims demands and liability in respect thereof
- (6) At the expiration or sooner determination of the term quietly to yield up unto the Lessor the demised premises together with any improvements made thereto in

such state and condition as shall in all respects be consistent with the full and due performance by the Lessee of the covenants herein contained including the observance by the Lessee of the repair obligation herein contained at clause 2 (2) above

- (7) (a) To regularly and without prejudice to the generality of the foregoing following extreme weather conditions such as flooding and storms using professionally competent personnel inspect the condition of trees that have the potential to impact on the Lessee's use of the demised premises such inspection to include an assessment of the scale of the risk and timing of remedial measures and the Lessee acknowledges that it has entered into this Lease solely on the basis of having completed an examination of tree safety prior to the date of this Lease and after considering the terms of this Lease and not in reliance upon any representations whether written or implied made by or on behalf of the Lessor
- (b) to carry out any remedial works assessed as necessary as a result of such inspection or examination such remedial works to be carried out by the Lessee at the Lessee's sole cost with the prior consent of the Lessor (such consent not to be unreasonably withheld or delayed) provided that the Lessee may take immediate steps, without the Lessor's consent, to clear fallen trees and debris from the demised premises in the case of any emergency or health and safety situation where such debris is not of a scale associated with a Force Majeure incident in which case clause 7 hereof shall apply
- (c) In situations where the Lessee perceives that there may be an immediate health and safety risk from hazardous trees the Lessee should take appropriate actions e.g. suspend public access in that particular area and carry out any necessary remedial works at the Lessee's sole cost.

- (8) (a) To manage the woodland and trees within the demised premises in line with both parties' statutory obligations including the Lessor's statutory obligations under the Forestry Act (Northern Ireland) 2010
- (b) to maintain the Woodland Management Plan approved by the Lessor in the form attached hereto. If demanded the Lessee will pay the Lessor the value of timber felled and sold from the demised premises.
- (c) to ensure that any landscaping on the demised premises is in keeping with the surrounding woodland environment and all requisite statutory consents
- (9) to permit the Lessor or its agents or such workmen as may be authorised by him at all convenient hours in the daytime on reasonable notice to enter into and upon the demised premises and every part thereof to examine the state of repair and condition of the demised premises and within three months or sooner if requisite after notice in writing to the Lessee of all major defects and wants or reparation that are the responsibility of the Lessee in accordance with clause 2 (2) above found on such examination shall have been given or left at the demised premises to repair and make good the same according to such notice and the covenants in that behalf hereinbefore contained and in case the Lessee shall make default in so doing it shall be lawful for the workmen or others to be employed by the Lessor to enter upon the demised premises and repair and restore the same and to pay the Lessor the reasonable cost of so doing and all expenses reasonably incurred by the Lessor within 28 days of written demand
- (10) To pay to the Lessor all reasonable costs charges and expenses which may be reasonably incurred by the Lessor in abating any nuisance connected with the Lessee's use of the demised premises and executing all such works as may be

- necessary for abating nuisance on the demised premises in obedience to a notice served by a local or public authority
- (11) To pay to the Lessor all reasonable and proper costs charges and expenses (including reasonable legal costs and fees payable to a surveyor) which may be incurred by the Lessor in or in contemplation of any proceedings under Section 14 of the Conveyancing Act 1881
- (12) The Lessee must use reasonable endeavours to ensure that any operatives employed by it or by any contractor or sub contractor employed by it to carryout works including the removal or pruning of trees, and application of herbicides, and pesticides, to the demised premises and permitted access and environs hold the appropriate and necessary qualifications required to carry out such works
- (13) The Lessee shall not remove any trees from the demised premises and environs without the prior written consent of the Lessor (not to be unreasonably withheld or delayed) excepting those trees identified in the agreed Woodland Management Plan as per Clause 2(8)(b) or those requiring removal for health and safety reasons as per Clause 2(7)(b)
- (14) (a) Not without the consent in writing of the Lessor first obtained nor except in accordance with plans and specifications previously submitted in duplicate to and approved by the Lessor (but so that such written consent and approval of plans and specifications shall not be unreasonably withheld or delayed) nor except to the reasonable satisfaction of the Lessor nor without obtaining and complying with all necessary statutory consents to make any alteration to the demised premises including for the avoidance of doubt the removal of any existing buildings the erection of any new or additional buildings or structures on the demised premises and the renovation of any existing buildings unless

for the purpose of making good any defect therein required by the Lessor nor to do or suffer in or upon the demised premises any wilful or voluntary waste or spoil. **PROVIDED ALWAYS** that it may be a condition of any consent required under the provisions of this clause that the Lessee shall pay the costs and expenses reasonably incurred by the Lessor in relation to the granting of such consent

- (b) without prejudice to the generality of clause (14)(a) not to make any alterations or additions to any electrical installations on the demised premises without the prior consent of the Lessor (not to be unreasonably withheld or delayed) and to carry out any such works for which consent is granted in accordance with the terms and conditions of the Institute of Electrical Engineers (or such equivalent body as the case might be during the term of the Lease) and all Northern Ireland Electricity Regulations (or such equivalent body as the case might be during the term of the Lease)
- (15) Not at any time to use the demised premises or any part thereof or permit or suffer the same to be used for any illegal or immoral purpose
- (16) To take account of other activities on the Lessor's lands adjoining the demised premises ("the adjoining lands") including such rights as shooting, fishing and public access and to communicate and inform all servants agents licensees and invitees of the Lessee or any person on or at demised premises with the Lessee's actual or implied authority of such forestry and recreational activities and to plan operate manage and maintain the health and safety management of demised premises in accordance therewith
- (17) (a) To effect and maintain employer's liability and public liability insurance for a minimum sum of £10,000,000 (ten million pounds) or as otherwise revised by

the Lessor in relation to any one occurrence with a reputable UK insurance company and to furnish to the Lessor when requested evidence of the existence of such policy together with copies of all renewal notices or endorsements affecting same

- (b) To insure the buildings on the demised premises in their full reinstatement value with a reputable UK based insurance company against the usual insured risks to include loss or damage by fire, lightning, explosion (including that of boilers and heating apparatus but other than by reason of terrorist activity) aircraft (other than hostile aircraft) and other aerial devices and articles dropped therefrom, heave and subsidence, land slip, earthquake, storm, tempest, bursting or overflowing of water tanks, apparatus or pipes, flood, impact by road vehicles malicious damage and (if available at reasonable economic premium) riot, civil commotion together with any other reasonably foreseeable risks (“Insured Risks”)
- (c) In the event of the buildings on the demised premises being destroyed or damaged by an Insured Risk or an event giving rise to a claim for compensation under the Criminal Damage (Northern Ireland) Order 1977 (“1977 Order”), then save to the extent that the insurance proceeds or compensation monies are irrecoverable due to a negligent act default or omission of the Lessor its servants or agents in relation to its exercise of rights reserved to the Lessor over the demised premises or its activities on adjoining lands then the Lessee shall apply for and use all reasonable endeavours to obtain all planning permissions building regulations consents and other consents and licences required to enable the Lessee to repair and reinstate the buildings on the demised premises (“the Permissions”) as soon as

possible and shall apply all insurance and compensation money received in repairing and reinstating the buildings on the demised premises as soon as the Permissions have been received or immediately where no Permissions are required making up any deficiency in such insurance and compensation out of its own monies and to carry out the works of repair reinstatement or replacement in a good and workmanlike manner in accordance with good building practice and using good quality materials and in accordance with all necessary statutory consents and the requirements of statute any statutory orders and regulations made under or deriving validity from them and codes of practice of local authorities and competent authorities affecting such reinstatement works, bye-laws, any local Act, the Fire Officer and any applicable supranational legislation or directions and the requirement of any relevant British standards institution standards and codes of practice applicable at the time that such reinstatement is commenced

- (d) The Lessee need not reinstate any buildings agreed for removal with the Lessor under Clause 2(14)(a) or under Clause 2(17)(c) as appropriate while prevented by any of the following:
- (i) failure by the Lessee to obtain the Permissions despite using all reasonable endeavours;
 - (ii) the grant of any of the Permissions subject to a lawful condition with which it would be unreasonable to expect the Lessee to comply with or the planning or highway authority's insistence that as a pre-condition to obtaining any of the Permissions the Lessee must enter into an agreement with the planning or highway authority that would contain a term with which it would be unreasonable to expect the Lessee to comply;

- (iii) some defect in the site upon which the reinstatement is to take place so that it could not be undertaken or undertaken only at excessive cost which is unreasonable in the circumstances;
 - (iv) war act of God government action strike lock-out or any other similar circumstances beyond the control of the Lessor or the Lessee
- (e) If the buildings or any erections on the demised premises shall suffer total or substantial damage or destruction by an Insured Risk or an event giving rise to a claim for compensation under the 1977 Order the Lessee shall use all reasonable endeavours to repair and reinstate the buildings or any erections on the demised premises within a period of 36 months from the date of such damage or destruction provided that if clause 2(17)(d) applies or the substantial damage or destruction is caused by a risk which is not an Insured Risk and for which compensation monies under the 1977 Order are not payable or the insurance proceeds or compensation monies are irrecoverable due to a negligent act default or omission of the Lessor it's servants or agents in relation to its exercise of rights reserved to the Lessor over the demised premises or its activities on adjoining lands then the Lessee or the Lessor shall subject to the Lessee first removing all damaged or destroyed buildings from the demised premises (but such removal shall not require the removal of foundations or services laid beneath the ground which will be made safe by the Lessee) become entitled at any time thereafter to determine this Lease on giving the other party not less than four weeks prior written notice and on the expiration of such notice the term will immediately cease and determine but without prejudice to any rights or remedies that may have accrued to either

party against the other in respect of any breach of covenant or other term of this Lease

- (18) (a) To the extent permitted by law the Lessor shall not be responsible for any damage or injury to any person or persons or property on the demised premises occasioned by fire storm tempest flooding lightning explosion or any other cause attributable to any defect or want of repair, except where such loss or damage is occasioned as a result of the Lessor's negligence or as a result of such act occurring on neighbouring land of the Lessor, and the Lessee will effectually indemnify and keep indemnified the Lessor with respect to all or any such damage or injury
- (b) To keep the Lessor fully indemnified from and against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability arising directly or indirectly from:
- (i) breach by the Lessee of any of the provisions of this Lease or
 - (ii) the use of the demised premises and any access thereto during the term hereof by the Lessee or any person on the demised premises and any access thereto with its actual or implied authority or
 - (iii) any act, neglect or default by the Lessee or any person on the demised premises and any access thereto with its actual or implied authority
- (19) To be responsible at all times during the term of the Lease for implementing any reasonable health and safety measures required in respect of the demised premises and the rights granted in relation thereto including the use of the access thereto and to comply with all health and safety regulations and legislation
- (20) To provide during the term of this Lease an annual report to the Lessor containing evidence of the inspection of the demised premises to ensure compliance with all

relevant Health and Safety requirements along with details of any maintenance, repair and replacement carried out to equipment installed thereon and the demised premises in general and information regarding any visitor surveys carried out by the Lessee thereon and within three months or sooner if requisite after notice in writing to the Lessee of all major defects and wants or reparation found on receipt of such a report shall have been given or left at the demised premises to make good the same according to such notice and the covenants in that behalf hereinbefore contained and in case the Lessee shall make default in so doing it shall be lawful for the workmen or others to be employed by the Lessor to enter upon the demised premises to make good and to pay the Lessor the reasonable cost of so doing and all reasonable expenses incurred by the Lessor within 28 days of written demand

- (21) permit the Lessor or his agents or workmen and the lessees and occupiers of any adjoining or neighbouring property now or at any time hereafter belonging to the Lessor at all convenient hours in the daytime on reasonable notice being given to enter upon the demised premises for matters associated with the Lessor's statutory duties
- (22) Not to affix erect attach or exhibit or permit or suffer so to be upon any part of the demised premises any placard poster or notice other than appropriate signage relating to the purposes referred to in clause 2(3) and of a style compatible with the Lessor's forestry objectives and overall forestry environment
- (23) Generally not to do or permit or suffer to be done upon or in connection with the demised premises anything which shall be or tend to be a nuisance or cause of damage to the Lessor or to any adjoining or neighbouring property of the Lessor, owner or occupier thereof

- (24) To assume all responsibilities relating to the collection and removal of litter, including dog foul, from the demised premises, and to provide adequate litter receptacles on the demised premises throughout the term of this lease.
 - (25) Not to assign or sub-let all or any part of the demised premises without the prior written consent of the Lessor
 - (26) Not to mortgage or charge the demised premises
 - (27) To comply with The Forestry Land Byelaws (NI) 2013 and any other bye-laws for the time being in force during the term of this Lease
 - (28) To observe all biosecurity measures for Slieve Gullion Forest Park, which the Lessor makes from time to time, provided the Lessee or its appointed representative receives written notification of same
 - (29) To be responsible for the management and maintenance of the infrastructure on a user basis
3. The Lessor hereby covenants with the Lessee as follows:-
- (1) That the Lessee paying the said yearly rent hereby reserved and observing and performing the covenants conditions and agreements hereinbefore contained on the Lessee's part to be observed and performed shall and may quietly enjoy the demised premises during the term without any interruption by the Lessor
4. **PROVIDED ALWAYS AND IT IS HEREBY AGREED** that these presents are made upon the following express conditions:
- (1) If the said rent or any part thereof shall be unpaid for twenty-one days after any of the days hereinbefore appointed for payment thereof whether the same shall have been lawfully demanded or not or if any covenant on the Lessee's part therein

contained shall not be performed or observed and the Lessee having been notified in writing by the Lessor of the breach does not remedy the breach within a period of 3 calendar months from the date of the notice or such other longer or shorter period of time that the circumstances require and as shall be agreed by the Lessor or if the Lessee shall be wound up then and in any of the said cases and thenceforth it shall be lawful for the Lessor or any person or persons duly authorised by the Lessor in that behalf into or upon the demised premises or any part thereof in the name of the whole to re-enter and the same to repossess and enjoy as if these presents had not been made without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee herein contained

- (2) That nothing in these presents shall operate or prevent the Lessor from dealing with its adjoining or adjacent premises as it may desire or from erecting or suffering to be erected on such adjoining or adjacent premises any building whatsoever whether such building shall or shall not affect the demised premises, provided that the Lessor shall not operate its adjoining or adjacent premises, or do, or suffer, any act to be done upon them that may constitute a nuisance to the Lessee
- (3) The Lessee may not determine this Lease before []. After [] the Lessee may determine this Lease on the sole ground that it is no longer in its interest to continue to operate the permitted user on the demised premises on condition that:
- (a) the Lessee gives the Lessor not less than 12 months' prior written notice of the date of determination

- (b) the Lessee gives clear evidence to the Lessor that the Lessee has completed all due process relating to the funding for the demised premises and that it has considered all competing priorities in the relevant area before deciding that it is no longer in the public interest to continue to use the demised premises
 - (c) the Lessee 9 months prior to the date of determination of the Lease publishes fully and communicates to the public the Lessee's decision to terminate public use of the demised premises in such manner as the Lessor reasonably requires
 - (d) the Lessee at the date of the determination observes all the obligations contained in this Lease (including without prejudice to the generality of the foregoing clause 2(6) regarding reinstatement of the Lands)
 - (e) on the date of determination in accordance with this clause the Lease shall terminate immediately but without prejudice to any rights or remedies which may have accrued to either party hereto
- (4) For the purposes of interpretation the masculine shall include the feminine and vice versa and the singular shall include the plural and vice versa and if more than one Lessee they shall hold as joint Lessees and be jointly and severally liable under the covenants herein contained
5. Nothing herein contained shall by implication of law or otherwise operate to confer on the Lessee any easement right or privilege whatsoever over or against any adjoining or other property belonging to the Lessor (whether forming part of the property aforesaid or not) which might restrict or prejudicially affect the future rebuilding alteration or development of such adjoining or other property

6. The parties hereto acknowledge and agree that this Lease will not restrict the core functions or activities of the Lessor or Lessee or require the Lessor or Lessee to take any action which would be beyond its statutory powers or in breach of government or local government policy or of government or local government accounting procedures
7. Where “Force Majeure” occurs e.g. trees blowing over access routes or flooding of same the Lessor will take action to secure access in order to protect interest in value of the timber and to protect the wider forest and roads infrastructure from further damage. Harvesting of any storm-damaged material will be at a time suitable for the Lessor taking account of the needs of the Lessor’s customers for the timber and the amount of similar salvage work required elsewhere in Northern Ireland. If the Lessee wishes to continue to use the demised premises and permitted access for the purposes hereby permitted it may do so at its own risk but will bear sole responsibility for management of any road closures, diversions and any other signage which may be necessary to facilitate continued use of the demised premises during such unforeseen events and will compensate the Lessor for the timber value so cut by the Lessee as determined by the Lessor’s existing contracts for material of that type at the time the Lessee plans to work on the trees PROVIDED ALWAYS THAT compensation will not be payable by the Lessee provided that the trees are cut to a specification agreed by the Lessor. The Lessor will not accept any responsibility for keeping the demised premises open due to this or any other cause outside its control.
8. ANY notice under this Lease shall be in writing and any notice to the Lessee shall be sufficiently served if sent by registered post or recorded delivery to Greenbank Industrial Estate, Rampart Road, Newry, BT34 2QU and any notice to the Lessor shall

be sufficiently served if sent to Forest Service of Dundonald House, Upper Newtownards Road, Belfast or such other address as either party shall previously advise the other in writing.

FIRST SCHEDULE

DEMISED PREMISES

ALL THAT AND THOSE the portions of the hereditaments and premises forming part of Slieve Gullion Forest Park shown hatched red on the map attached hereto

SECOND SCHEDULE

(Easements Rights and Privileges)

1. Full and free right and liberty at any time hereafter at convenient times and following service on the Lessor of reasonable prior written notice (except in the case of emergency) to enter upon any adjoining and neighbouring property of the Lessor to view the state of condition of and to execute any necessary works and repairs to the demised premises which would not otherwise be reasonably practicable subject to the Lessee making good all damage and disturbance thereby caused to the reasonable satisfaction of the Lessor
2. Full and free right and liberty to manage replace in the same location and maintain utility services that serve the demised premises together in connection therewith making good all damage and disturbance thereby caused to the reasonable satisfaction of the Lessor in so far as is applicable to the services now laid the free passage of water, soil, electricity and any other connected utility service from the demised premises through all channels drains and sewers existing upon or under (either in whole or in part) the

adjoining lands or neighbouring lands or buildings owned by the Lessor on the date of this Lease

THIRD SCHEDULE

(Exceptions and Reservations)

1. The right to enter on to the demised premises for all purposes to enable the Lessor to carry out its own business provided always that if the Lessor causes any damage to the demised premises (including the contents of any building on the demised premises) it shall repair same at its own expense or at its option may pay reasonable compensation for such damage
2. The right at any time to alter or add to any adjoining or neighbouring premises , provided that any such alteration or addition shall not constitute a Nuisance to the Lessee
3. The right , acting reasonably, to withdraw permission to enjoy access to the demised premises where it is expedient in view of the Lessor observing its wider government obligations provided always that the Lessor shall except in the case of emergency give notice to the Lessee at least 48 before such closure and shall post notices on the demised premises giving reasons for such closure
4. All sporting and mineral rights (if any) pertaining to the demised premises
5. Full right and liberty for the Lessor and all persons authorised by the Lessor in common with the Lessee to pass and repass at all times and for all purposes with or without vehicles over and along the roadways shown coloured blue on the said map attached hereto
6. Full right and liberty for the Lessor its servants agents and licensees at all times and for all purposes (but in the case of buildings situate on the demised premises only upon giving reasonable prior notice) to have access to the demised premises to ensure that the

- Lessee is performing its obligations under the Lease or to enable the Lessor to deal with any emergency situation (eg a fire or storm) in relation to the Lessor's adjoining lands
7. The free passage of water and soil from any adjoining or neighbouring lands or buildings now or formerly the property of the Lessor through all channels drains and sewers upon or under the demised premises

FOURTH SCHEDULE

(Rent Review)

1. The yearly rent hereby reserved may be reviewed on [] 2022 and thereafter on the [] in the Fifth year of each subsequent quinquennial period of the term at the option of the Lessor by the service of not less than 6 months notice in writing on the Lessee of intention to review the rent with effect from [] ("the Review Date") in the review year
2. If agreement between the parties as to the amount of the reviewed rent is not reached at least 2 months before the Review Date the reviewed rent shall be such sum as is certified in writing by a valuer from Land and Property Services (or such body as Land and Property Services are known at the relevant time in the Lease) as the fair market rent of the demised premises
3. The following matters shall be disregarded by the valuer in his assessment of the fair market rent:
 - (a) The value of any improvements or additions to the demised premises made by the Lessee
 - (b) The effect on the rent of the fact that the Lessees are in occupation of the Premises

4. The amount of the reviewed rent shall be paid by the Lessee with the effect from the Review Date notwithstanding the amount has not been agreed or certified on or before that date
5. The costs of any valuer appointed under this Schedule shall be borne by both parties hereto in equal shares

IN WITNESS whereof the parties hereto have hereunto set their respective Official and Common Seals the day and year first herein written

The Official Seal of)
THE DEPARTMENT OF)
AGRICULTURE AND RURAL)
DEVELOPMENT hereunto affixed)
is authenticated by:-)
)
)
)
)
)
)
)

THE OFFICIAL SEAL
of NEWRY MOURNE AND DOWN
DISTRICT COUNCIL was
hereunto affixed in the presence of

in the presence of:-)
)
)
)
)
_____)
Authorised Signatory)
)
)
)
_____)
Number in the Sealing Register

Report to:	Enterprise, Regeneration and Tourism Committee
Date of Meeting:	10 October 2016
Subject:	Breakfast Seminar in Downpatrick – 18 October 2016
Reporting Officer:	Marie Ward, Director
Contact Officer:	Margaret Quinn, Project Development Manager

Decisions required:	
To note the contents of the report.	
1.0	Purpose and Background:
	As part of the ongoing capacity work with local chambers across the district and in order to encourage small business participation a Breakfast Business Event is being held on Tuesday 18 October 2016 in the Down Arts Centre at 9.00 a.m. A similar event will be held in Kilkeel at a later date.
2.0	Key issues:
	The theme for the event is as follows:- 'The importance of Shop Local and Networking to develop and sustain vibrant town centres' and the presentations will focus on these areas. Speakers will include Glyn Roberts of the NI Independent Retailers Association, Mathew Kearney and Peter Boland from the University of Ulster Business School and Mary Meehan from Newry Chamber of Commerce. A panel question & answer session will be facilitated.
3.0	Recommendations:
	To note the event on 18 October 2016.
4.0	Resource implications
	The estimated cost is £1000 and this is available in current budgets.
5.0	Equality and good relations implications:
	The event will have a positive effect on equality and good relations.
6.0	Appendices
	N/A

Report to:	Enterprise Regeneration and Tourism Committee
Date of Meeting:	10 October
Subject:	The 2nd All-Ireland Pine Marten Symposium
Reporting Officer (Including Job Title):	Therese Hamill Ring of Gullion AONB Officer
Contact Officer (Including Job Title):	Therese Hamill Ring of Gullion AONB Officer

Decisions required:	
To note recommendations outlined in 3.1	
1.0	Purpose and Background:
1.1	Please note the 2nd All-Ireland Pine Marten Symposium is happening in Ti Chulainn Community and Conference Centre on the 14th and 15th October 2016. The cost for the 1 st day is £20 and £15 for the second day. There will also be a celebration event for the Ring of Gullion and Cooley Red Squirrel Group on the evening of Friday 14 th Oct in the centre. All welcome.
2.0	Key issues:
2.1	<p>The Ring of Gullion team are working with the Vincent Wildlife Trust to organise this event in the area.</p> <p>This two-day meeting has been organized to build on the success of the first meeting held in Galway during 2014 and bring together advances in research, practical conservation and management techniques for this enigmatic species.</p> <p>We hope this meeting will appeal to the following:</p> <ul style="list-style-type: none"> • pine marten researchers e.g. third level institution staff and students • practical conservation organisations e.g. VWT, UWT etc • land managers e.g. Forest Service, Coillte, NIEA/NPWS • environmental consultants • anyone with an interest in pine marten! <p>Day One</p> <p>The first day of the event will be focused on 15-minute talks by those involved in research, conservation and management of the species.</p> <p>There will be a cultural heritage event in the event to celebrate the work of the Ring of Gullion and Cooley Red Squirrel Group.</p> <p>Day Two</p> <p>The second day will involve a field trip to visit the pine marten den box scheme within the Ring of Gullion. This will be followed by practical sessions to demonstrate techniques for erecting pine marten den boxes.</p>

	For more details:- https://www.ringofgullion.org/events/2nd-ireland-pine-marten-symposium/
3.0	Recommendations:
3.1	For information and noting
4.0	Resource implications
4.1	
5.0	Equality and good relations implications:
5.1	
6.0	Appendices
	N/A