



May 13th, 2016

**Notice Of Meeting**

You are invited to attend the Strategy Policy and Resources Committee Meeting to be held on **Thursday, 12th May 2016 at 5:00 pm** in **Mourne Room, Downshire.**

The Members of the Strategy Policy and Resources Committee are:-

Chair: Councillor R Burgess

Vice Chair: Councillor H Reilly

Members: Councillor T Andrews Councillor P Brown

Councillor S Burns Councillor M Carr

Councillor W Clarke Councillor G Craig

Councillor D Curran Councillor L Kimmins

Councillor B Ó'Muirí Councillor B Quinn

Councillor M Ruane Councillor G Sharvin

Councillor W Walker

# Agenda

- 1           **Apologies**
- 2           **Declarations of Interest**
- 3           **Action Sheet of the Strategy, Policy and Resources Committee Meeting held on 14 April 2016 (copy attached)**
- [SPR-14-04-2016.pdf](#) Page 1
- 4           **Report of Narrow Water Bridge Project Meeting (copy attached)**
- [NARROW WATER BRIDGE PROJECT MEETING.pdf](#) Page 8
- 
- Corporate Services - Democratic Services*
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- 5           **Report on Scheme of Allowances payable to Councillors (copy attached)**
- [scheme of allowances spr.pdf](#) Page 11
- 6           **Committee Meetings: Dates and Commencement Times (Copy attached)**
- [meeting start times.pdf](#) Page 12
- 7           **Memorial Stone – Victims of An Gorta Mór (copy attached)**
- [an gorta mor.doc May 2016.pdf](#) Page 13
- [An gorta mor Appendix.pdf](#) Page 14
- 8           **Funding to Local Government Support Bodies (copy attached)**
- [Funding to Local Government Support Bodies.pdf](#) Page 17

9 **Newry Street Unite Project - Hillside Drive, Kilkeel (copy attached)**

<a href="#"><u>Report Newry Street Unite Project.pdf</u></a>	Page 18
<a href="#"><u>Appendix 2-Draft Drawings of project.pdf</u></a>	Page 20
<a href="#"><u>Appendix 1-Housing Executive re premiums.pdf</u></a>	Page 22

10 **Request to Purchase Land at Lough Inch Cemetery, Ballynahinch (copy attached)**

<a href="#"><u>Request to Purchase Land at Lough Inch Cemetery.pdf</u></a>	Page 24
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11 **Lease of Lands at Kilbroney to Kilbroney Youth Centre (copy attached)**

<a href="#"><u>Lease of land at Kilbroney to Church of Ireland Youth Centre.pdf</u></a>	Page 27
<a href="#"><u>Land for Lease FBG001-01.pdf</u></a>	Page 29
<a href="#"><u>Land for Lease FBG001-02.pdf</u></a>	Page 30
<a href="#"><u>draft Lease - 24.03.16.pdf</u></a>	Page 31

12 **Burren Village Green - Wayleave Agreement (copy attached)**

<a href="#"><u>Report Wayleave Request Burren Village Green.pdf</u></a>	Page 37
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*For Consideration and/or Decision*

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13 **Contribution agreement with Newry Olympic Hockey Club (copy attached)**

<a href="#"><u>Report-Newry Olympic Hockey Club amended.pdf</u></a>	Page 39
<a href="#"><u>Appendix 1-Letter of Offer.pdf</u></a>	Page 41
<a href="#"><u>Appendix 2-Deed of Priority.pdf</u></a>	Page 50

14 **Annual Electricity Tender (copy attached)**

15 **Energy Consumption Report (copy attached)**

Quarterly Energy Report.pdf

Page 71

16 **Acquisition and use of the Steel Structure in the Market Square, Ballynahinch (copy attached)**

Ballynahinch Community Facility.pdf

Page 77

17 **Erection of Fence adjacent to 29 Belfast Road, Saintfield (copy attached)**

Erection of fence adjacent to 29 Belfast Road, Saintfield.pdf

Page 78

18 **Newry Leisure Centre Phase 2 - Bosco Facility - Revised Cost (report to follow)**

St John Bosco.pdf

Page 80

19 **Report on Lease and Disposal of Playing Fields/Recreation Facilities/General Property (copy attached)**

SCFMLProcedure 15 April 2016 - HR.pdf

Page 82

20 **Warrenpoint Community Hub/Rostrevor Strategic Project (copy attached)**

Report Wayleave Request Burren Village Green.pdf

Page 87

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*Consultation Documents*

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21 **Consultation on the Issue of a Revised Code of Procedures on Recruitment and Selection (copy attached)**

PLEASE NOTE THAT DUE TO ITS SIZE, APPENDIX 1 - DRAFT REVISED CODE - HAS NOW BEEN UPLOADED TO THE DOCUMENT SHELF :-

MENU/DOCUMENTS/STRATEGY, POLICY AND RESOURCES COMMITTEE.

HARD COPIES OF THIS DOCUMENT WILL BE AVAILABLE AT THE MEETING AND/OR A COPY CAN BE REQUESTED FROM THE DEMOCRATIC SERVICES OFFICE OR [democratic.services@nmandd.org](mailto:democratic.services@nmandd.org)

<b><u><a href="#">LGSC Consultation Covering Report.pdf</a></u></b>	Page 89
<b><u><a href="#">2. Schedule of Amendments Paper.pdf</a></u></b>	Page 90
<b><u><a href="#">3. Consultation Response Questionnaire.pdf</a></u></b>	Page 97

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## Equality and Policy

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<b>22</b>	<b>Section 75 Policy Screening Report - Quarterly Report for Period January - March 2016 (copy attached)</b>	
	<b><u><a href="#">Report on Section 75 Policy Screening Report – Quarterly Report for period January - March 2016 for consideration at SP&amp;R m.pdf</a></u></b>	Page 111
	<b><u><a href="#">Quarterly Screening Report January - March 2016.pdf</a></u></b>	Page 112
<b>23</b>	<b>Request to host Carers Week event on 6 June 2016 (copy attached)</b>	
	<b><u><a href="#">Report on request to host Carers Week event for consideration at SP&amp;R meeting 12 May 2016.pdf</a></u></b>	Page 114
<b>24</b>	<b>Proposal from Co-operation Ireland re: Amazing the Space event (copy attached)</b>	
	<b><u><a href="#">Report on Amazing the Space initiative for consideration at SP&amp;R meeting 12 May 2016.pdf</a></u></b>	Page 115
	<b><u><a href="#">Co-operation Ireland Amazing Space.pdf</a></u></b>	Page 117
<b>25</b>	<b>Requests from Newry Maritime Association (copy attached)</b>	
	<b><u><a href="#">Report on requests from Newry Maritime Association for consideration at SP&amp;R meeting 12 May 2016.pdf</a></u></b>	Page 125

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## Grant Aided Programmes

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<b>26</b>	<b>Financial Assistance (copy attached)</b>	
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[FA May Call 2.pdf](#)

Page 127

[Appendix call 2 2016 analysis v2.pdf](#)

Page 128

**27 Social Investment Fund - (copy attached)**

[SIF May.pdf](#)

Page 132

[social investment fund - Castlewellan Community Centre.pdf](#)

Page 133

**28 Service Level Agreements (copy attached)**

[SLAs May.pdf](#)

Page 142

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*Notices of Motion*

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**29 Notice of Motion - Video Recording and Live Streaming of Council Meetings (copy attached)**

[notice of motion spr may 2016.pdf](#)

Page 144

[Notice of Motion Appendix.pdf](#)

Page 148

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*Items Restricted in accordance with Part 1 of Schedule 6 of the Local Government Act (NI) 2014*

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**30 Transferred Civil Servants Pay (copy attached)**

This agenda item involves exempt information as defined in Section 51 of the Local Government Act (NI) 2014, Schedule 6 Part 1, Para 1 - 4 and the Council may, by resolution, exclude the public during discussion on this matter.

[SPRC Planners Pay Award - Amended.pdf](#)

Page 151

# Invitees

Cllr. Terry Andrews	<a href="mailto:terry.andrews@downdc.gov.uk">terry.andrews@downdc.gov.uk</a>
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**ACTION SHEET- STRATEGY, POLICY AND RESOURCES COMMITTEE MEETING – THURSDAY 14 APRIL 2015**

AGENDA ITEM	SUBJECT	DECISION	FOR COMPLETION BY DIRECTOR – including actions taken/date completed or progress to date if not yet completed
SPR/83/2016	ACTION SHEET OF THE STRATEGY, POLICY AND RESOURCES COMMITTEE MEETING HELD ON 15 MARCH 2016	<p><u>SPR/48/2016 – Land for Sale at Upper Dromore Road, Warrenpoint</u></p> <p>It was agreed on the proposal of Councillor Ruane, seconded by Councillor Kimmins, that a meeting be organised with Warrenpoint Town Football Club regarding health and safety issues at the grounds.</p> <p>The Action Sheet of the Strategy, Policy and Resources Committee held on 15 March 2016, was agreed.</p>	Completed.
SPR/84/2016	PRESENTATION – PROPOSALS FOR APPOINTMENT OF MEMBERS TO THE COMMUNITY PLANNING PARTNERSHIP BOARD AND THE THEMATIC DELIVERY GROUPS	<p>It was agreed on the proposal of Councillor Burns, seconded by Councillor Craig, that:</p> <ul style="list-style-type: none"> <li>• 7 No. Elected Members plus the Chairman of the Council would participate on the Community Planning Partnership Board.</li> <li>• 10 No. Elected Members would be appointed to each Thematic Delivery Group using the d'Hondt system.</li> <li>• To meet the deadline set by the DoE for publishing the Strategic Community Plan, the first draft of the Community Plan would be produced by late June/early July with Thematic workshops being undertaken in May and June to achieve this.</li> <li>• Elected Member appointments would be made in advance of the workshops.</li> </ul>	Approved.

AGENDA ITEM	SUBJECT	DECISION	FOR COMPLETION BY DIRECTOR – including actions taken/date completed or progress to date if not yet completed
		<p>It was further agreed that</p> <ul style="list-style-type: none"> <li>• The Party Representatives Forum would discuss which meeting would be best to receive the nominations.</li> <li>• That an amendment be agreed to allocate the last 3 remaining places (after all other Members had been placed) by using d'Hondt, with order of pick for these last 3 places being based on the respective voting strength of Councillors P Clarke, K McAteer and H Reilly, at stage 1 of the Local Government election.</li> </ul>	
SPR/85/2016	<p><b>PROPOSED NEW PLANNING SCHEME OF DELEGATION AND OPERATING PROTOCOL FOR PLANNING COMMITTEE</b></p>	<p>It was agreed on the proposal of Craig, seconded by W Clarke, that:</p> <ul style="list-style-type: none"> <li>• Approval be given to the new Scheme of Delegation and new Planning Committee Operating Protocol.</li> <li>• Approval be given to the new procedures for efficiently dealing with a significantly increasing number of refusals during Planning Committee Meetings.</li> <li>• Approval be given to the method of communication with agents/developers in relation to the new Planning Procedures.</li> </ul>	Approved.
SPR/86/2016	<p><b>PERFORMANCE IMPROVEMENT PLAN</b></p>	<p>It was agreed on the proposal of Councillor Craig, seconded by Councillor W Clarke, that</p> <ul style="list-style-type: none"> <li>• The recommended approach and timetable</li> </ul>	Approved.

AGENDA ITEM	SUBJECT	DECISION	FOR COMPLETION BY DIRECTOR – including actions taken/date completed or progress to date if not yet completed
		<p>for the publication of a Performance Improvement Plan for 2016-17, be approved.</p> <ul style="list-style-type: none"> <li>• The selection of the performance improvement objectives within the report (paragraph 2.2), be approved as the Council’s in-scope performance improvement areas for 2016/17, be approved.</li> <li>• Authority be given to go to public consultation prior to Council approval due to timetable constraints.</li> </ul>	
SPR/87/2016	REPORT OF EFFICIENCY WORKING GROUP HELD ON 21 MARCH 2016	It was agreed on the proposal of Councillor Andrews, seconded by Councillor Craig, the Report of the Efficiency Working Group held on 21 March 2016, be approved.	Approved.
SPR/88/2016	DRAFT NMD RESPONSE TO NILGA CONSULTATION ON TRANSFER OF NEW POWERS	It was agreed on the proposal of Councillor Curran, seconded by Councillor Craig, the issues raised within the report be submitted as the basis of a Council response to the NILGA “New Burdens Doctrine” report.	Agreed.
SPR/89/2016	OFMDFM – SOCIAL INVESTMENT FUND – COMMUNITY OPERATED SPORTS – SIF – LETTER OF OFFER 14 MARCH 2016	It was agreed on the proposal of Councillor Curran, seconded by Councillor Andrews, that the Letter of Offer in the amount of £1,681,218 from OFMDFM regarding the Social Investment Fund – Community Operated Sports (SIF-C10-SE), be accepted.	Approved.

AGENDA ITEM	SUBJECT	DECISION	FOR COMPLETION BY DIRECTOR – including actions taken/date completed or progress to date if not yet completed
SPR/91/2016	CCTV CAMERAS	<p>It was agreed on the proposal of Councillor Craig, seconded by Councillor Andrews, that:</p> <ul style="list-style-type: none"> <li>• Officers explore options for renewal and upgrade of current town centre CCTV Systems to Digital IP with full camera replacement.</li> <li>• Agreement be given to extend current CCTV maintenance and warranty arrangements for a further period of 3 to 6 months to allow continuity of current service in order for legal framework or tendering process to be completed for Digital IP and camera replacement.</li> </ul>	Meetings held with procurement and revised specification to be brought back to Council in the future.
SPR/93/2016	LEASE OF LAND AT BARCROFT COMMUNITY CENTRE, DORANS HILL, NEWRY TO NEWRY FELONS ASSOCIATION AND BARCROFT COMMUNITY ASSOCIATION	<p>It was agreed on the proposal of Councillor Kimmins, seconded by Councillor Ó'Muirí, that:</p> <ul style="list-style-type: none"> <li>• The proposed 15 year lease of a portion of land at Barcroft Community Centre to Newry Felons Association and Barcroft Community Association for a community allotment/garden at a peppercorn rent, be approved, subject to DOE approval.</li> <li>• That surplus railway sleepers would be used for the development of allotments in the Derrybeg area.</li> </ul>	<p>Approved.</p> <p>Actioned.</p>

AGENDA ITEM	SUBJECT	DECISION	FOR COMPLETION BY DIRECTOR – including actions taken/date completed or progress to date if not yet completed
SPR/94/2016	SCHEME OF DELEGATION	It was noted on the proposal of Councillor Craig, seconded by Councillor Walker, that the Schedule of Decisions and Authorisations delegated to Mr Curtis, Director of Strategic Planning and Performance, be approved.	Approved.
SPR/95/2016	EUROPEAN RURAL NETWORK FOR JOB MOBILITY – ERN4MOB PROJECT	<p>It was agreed on the proposal of Councillor Andrews, seconded by Councillor Kimmins, that :</p> <ul style="list-style-type: none"> <li>• A project stakeholder group be established comprising Council, local organisations in the area of immigration/emigration, employment and social inclusion and target group representatives.</li> <li>• The next project meeting will be in May 2016 in Poland with the following attending: Chair of SPR Committee, Director of SPP, Project Co-ordinator and Ethnic Minority Support Officer (all costs covered by the project).</li> </ul>	<p>Completed.</p> <p>To be completed w/c 9/5/2016.</p>
SPR/96/2016	SISTER CITIES/TWINNING	It was agreed on the proposal of Councillor W Clarke, seconded by Councillor Carr, that Council develop and organise an appropriate programme for hosting the Southern Pines delegates visiting the Council Area on 21 and 22 April 2016.	Agreed.
SPR/97/2016	FINANCIAL ASSISTANCE	<p>It was agreed on the proposal of Councillor Kimmins, seconded by Councillor Andrews, that approval be given to the following:</p> <ul style="list-style-type: none"> <li>• Approval to fund applications in one call for the 2016-2017 period as detailed in</li> </ul>	Approved.

AGENDA ITEM	SUBJECT	DECISION	FOR COMPLETION BY DIRECTOR – including actions taken/date completed or progress to date if not yet completed
		<p>Appendix 1 of the report.</p> <ul style="list-style-type: none"> <li>• Approval of the provision of up to 50% advances on a needs led basis.</li> </ul>	
SPR/98/2016	PEACE IV	<p>It was agreed on the proposal of Councillor Andrews, seconded by Councillor Brown, that the following be approved:</p> <ul style="list-style-type: none"> <li>• The interim Partnership arrangements with representation from the Equality and Good Relations Reference group and Independent Members from the PCSP along with the Statutory representatives.</li> <li>• Final Partnership structure as a working group of the SPR Committee.</li> <li>• The draft action plan for the PEACE IV programme as per the appendix.</li> <li>• Permission to proceed with the appointment of the Partner Delivery Agents in line with action plan requirements.</li> </ul>	Approved.
<b>EXEMPT ITEMS</b>			
SPR/99/2016	PORTION OF LAND TO REAR OF SHANDON PARK, NEWRY – WITHOUT PREJUDICE/SUBJECT TO CONTRACT	<p>It was agreed on the proposal of Councillor Andrews, seconded by Councillor Curran, that the recommendation referred to within the report regarding the land to the rear of Shandon Park, Newry, be acceded to, to include a restrictive covenant giving Council first option to buy back the land in the event of a re-sale.</p>	Agreed.

AGENDA ITEM	SUBJECT	DECISION	FOR COMPLETION BY DIRECTOR – including actions taken/date completed or progress to date if not yet completed
SPR/100/2016	PRIVATE RIGHT OF WAY REQUEST AT GLASSDRUMMAN ROAD, ANNALONG – WITHOUT PREJUDICE/SUBJECT TO CONTRACT	It was agreed on the proposal of Councillor Andrews, seconded by Councillor Curran, that the recommendation referred to within the report relating to the Private Right of Way Lease at Glassdrumman Road, Annalong, be acceded to.	Agreed.
SPR/101/2016	PROPOSED SALE OF PORTION OF RECREATION LAND AT CARLINGFORD PARK, NEWRY – WITHOUT PREJUDICE/SUBJECT TO CONTRACT	It was agreed on the proposal of Councillor Carr, seconded by Councillor Andrews, that the matter be referred to the Newry DEA Councillors for a site meeting prior to a decision being made on this matter.	Ongoing.

**NEWRY, MOURNE AND DOWN DISTRICT COUNCIL  
REPORT OF MEETING OF VARIOUS PARTIES HELD ON 6<sup>th</sup> APRIL 2016 AT 11.15AM  
IN THE BOARDROOM, MONAGHAN ROW, NEWRY TO DISCUSS THE  
NARROW WATER BRIDGE PROJECT**

**In the Chair:** Councillor M Ruane, Chairperson of Newry, Mourne and Down District Council

**In attendance:** **Newry, Mourne & Down District Council:**

Councillor M Carr  
Councillor C Casey  
Councillor D McAteer  
Councillor J Tinnelly

**Louth County Council:**

Councillor R Culhane  
Councillor J Loughran  
Councillor D Minogue  
Councillor P Savage

**Officials in attendance:** **Newry, Mourne & Down District Council:**

Mr L Hannaway, Chief Executive  
Mrs M Ward, Director of Enterprise, Regeneration and Tourism  
Mrs E McParland, Democratic Services Manager  
Miss S Taggart, Democratic Services Officer

**Louth County Council:**

Mr F Pentony, Director of Services  
Mr P Finn, Senior Engineer  
Mr G Kelly, Senior Engineer

Mr C Hunter, Office of An Taoiseach

Mr M MacDonagh, North South Ministerial Council (Southern side)

Mr D Moran, North South Ministerial Council (Northern side)

Mr R O'Leary, Department of Transport, Tourism & Sport

Mr T Reid, DRD

**Stakeholders:**

Ms P Arthurs, East Border Region

Mr J Boylan, Narrow Water Bridge Community Network

Mr K Grant, Warrenpoint Harbour Authority

Mr M Kelly, Warrenpoint Chamber

Mr A O'Hare, Narrow Water Bridge Community Network

Councillor Ruane welcomed everyone to the meeting and asked for any apologies. Apologies were received from Councillors Reilly, Taylor and Walker and Mr E Curtis from Newry, Mourne & Down District Council, Councillor McGahon and Ms J Martin from Louth County Council.

Mr Reid stated the Fresh Start Agreement set out commitments to the concept of Narrow Water Bridge and he had been commissioned to work on a paper which would look at options as to how the project could progress. He advised he felt it was important to meet with stakeholders to investigate the issues and highlight the benefits of the project. Mr Reid advised a paper was to be prepared by himself and Mr O'Leary which would highlight the options and views of all stakeholders to Ministers.



Mr O'Leary advised today was an opportunity to listen to what people felt the benefits of the concept were and understand, given the constraints, how everyone could move forward together towards building on the concept.

Councillor Ruane invited Mr O'Hare from Narrow Water Bridge project to make his presentation to the meeting.

Mr O'Hare advised the Narrow Water Bridge was a critical piece of infrastructure which would provide huge economic benefits to the Carlingford Lough area. He stated the need for a bridge was discussed four decades ago and had been recognised as necessary throughout the generations.

Mr O'Hare presented the following statistics:

- Every £1m of tourist expenditure leads to 34 tourism jobs.
- 1,000 additional tourists supports 18 tourism jobs.
- There are Areas of Outstanding Natural Beauty in Armagh and Down however Newry, Mourne and Down District Council area is one of the worst tourism performers.
- According to the Northern Ireland Tourist Board, the South East is the weakest region.
- Dundalk is the most deprived part of the border regions.
- Some members of the Irish government see the project as a vanity project.
- There are 1million tourists walking and a quarter of a million cycling – this area was perfectly placed to attract these tourists and the addition of a bridge would encourage this tourism.

Councillor Ruane thanked Mr O'Hare for his presentation and invited comments from the floor.

- The Narrow Water Bridge project has great tourism potential however it would be a matter for the two governments to realise this potential and make the project a reality.
- There was tremendous potential for the Council to rebuild the tourism industry around Carlingford Lough, which could be held up within the European Union as a model of good practice.
- Disappointed to hear that some members within the Irish government felt the scheme was a 'vanity' project. The goodwill of the people as well as political was in existence to make this project a reality.
- This area suffered a great deal through the Troubles, the bridge would be a physical manifestation of how far the area, and Northern Ireland in general, had progressed.
- The business community want to see the project becoming a reality. The community have put their money on the table, now they need the governments to do the same.
- Both Councils have invested heavily in cycling paths etc and this major infrastructure project would have huge benefits to the construction industry.
- This area was not getting the spin off from the 25m people passing through Dublin airport or the 5m in Belfast airports.
- The tourism product needs to be developed before the bridge. Bord Failte and the Northern Ireland Tourist Board should work collaboratively to advertise the area with its natural beauty.

Mr O'Hare responded to some of the comments as follows:

- The basic element of economic development was communication. If the infrastructure was not in place, tourists would not come to the area. There were two

types of cycling, the French athletic style, and the German free from traffic, family, long-distance cycling. We need to understand what the tourists want, and once this had been identified, it needed to be built.

Ms Arthurs stated from a cross-border, regional perspective, a robust economic business case would be required. An economic appraisal had been developed for a previous funding application which stacked up. The project was shovel-ready, could be realised quickly and had huge potential benefits.

Mr Kelly advised planning permission was in place on both sides of the border, however the permissions lapse in the North by October 2017.

Mr Hannaway stated both Councils were in full support of the project and all acquisitions etc. were in place. He stated the bridge itself could become symbolic such as the peace bridge in Derry. Newry, Mourne and Down District Council had placed tourism as a key driver and the area had the 3<sup>rd</sup> highest numbers of tourists visiting, however, were 8<sup>th</sup> in terms of bed nights. He advised this area was one of the most important historical and environmentally important areas in Ireland.

Mr Reid thanked Mr O'Hare for his presentation stating he recognised the level of enthusiasm as well as the degree of frustration that existed with the project. He advised the briefing paper would be brought to the Ministers in June and the recommendation would be framed around the wider tourism project. The recommendation would set out the benefits and opportunities that the bridge would bring to the District.

It was agreed on the proposal of Councillor McAteer, seconded by Councillor Culhane that Newry, Mourne and Down and Louth County Councils, along with East Border Region, should update the information held on tourism within both Districts for the purposes of the report.

The meeting concluded at 12.45pm

For noting at Strategy, Policy and Resources Committee to be held on Thursday 12 May 2016.

**Signed:**

**Councillor Mickey Ruane**  
**Chairperson**

**Signed:**

**Liam Hannaway**  
**Chief Executive**

**Report to:** Strategy, Policy and Resources Committee meeting – 12 May 2016

**Subject:** Scheme of Allowances for Councillors

**Date:** 12 April 2016

**Reporting Officer:** Liam Hannaway, Chief Executive

**Contact Officer** Eileen McParland, Democratic Services Manager

### **Decisions(s) required**

Members are requested to consider contents of report and agree to the current scheme of allowances payable to Councillors being extended from its current stated date of 31 March 2016 to to 31 May 2016.

#### **1.0 Background and purpose**

At its inaugural Council Meeting held on 31 March 2015 the Council formally approved its Scheme of Allowances payable to Councillors. This included the payment of 21 Special Responsibility Allowances (SRA). This scheme is dated to 31 March 2016.

#### **2.0 Key Issues**

2.1 Members are asked to consider extending the Scheme to cover the period 1 April to 31 May 2016 (inclusive).

2.2 The Scheme of Allowances, with particular reference to the SRA payments, has been discussed in detail at Party Representatives Forum on 25 April 2016 and Party Representatives have agreed to discuss the matter with their colleagues in relation to the payment of SRA's from 1 June 2016. An item on this matter will be placed on the agenda for the mock Annual Meeting on 19 May 2016.

#### **3.0 Resource implications**

3.1 None

4.0 **Appendices** - none

Report to: Strategy, Policy and Resources Committee

Meeting Date: 12 May 2016

Subject: Start time of Committee meetings 2016/17 and date of next Audit Committee meeting

Reporting Officer: Liam Hannaway, Chief Executive  
Dorinnia Carville, Director of Corporate Services

Contact Officer: Eileen McParland, Democratic Services Officer

### **Decisions required:**

To consider the recommendations set out in 2.0 in relation to the start time of Committee meetings for the incoming year, and arrangements for next meeting of Audit Committee.

#### **1.0 Purpose and Background:**

- Based on issues which have arisen during the 2015/16 year, Members may wish to make changes to the current arrangements for start time of Committee meetings going forward into the 2016/17 year.
- To seek agreement for change of date for next meeting of Audit Committee.

#### **2.0 Key Issues:**

The following way forward is recommended:

- i. Start time of all June Committee meetings (with exception of Planning Committee) is set at 5 pm and an item be placed on each of the June agendas for each Committee to agree its own start time for meetings from August 2016 to May 2017.
- ii. Planning Committee Meetings continue with a start time of 10 am.
- iii. Due to the non-availability of the independent Chair of the Audit Committee for meeting scheduled for 30 June, this meeting be held on Monday 4 July at 2 pm.

#### **3.0 Resource and financial implications:**

A decision to hold all Committee meetings during the evening, may have some financial impact due to overtime costs for some staff and the cost of keeping Council buildings open after normal opening hours.

#### **4.0 Equality and Good Relations Implications**

None anticipated

#### **5.0 Appendices**

None

**Report to:** Strategy, Policy and Resources Committee meeting – 12 May 2016

**Subject:** Memorial stone – victims of An Gorta Mór (the Great Hunger)

**Date:** 12 May 2016

**Reporting Officer:** Liam Hannaway, Chief Executive

**Contact Officer:** Eileen McParland, Democratic Services Manager

### **Decisions(s) required**

Members are asked to note the contents of the report and consider and agree to a request from CCIFV (Irish Famine Community) for Council to participate in a Memorial to the victims of An Gorta Mór by paying for the cost of provision of a local stone and its engraving.

#### **1.0 Background and purpose**

At Party Representatives Forum meeting on 25 April 2016, Members considered a request from CCIFV relating to a proposal for a memorial to the victims of An Gorta Mór to be placed in Glasnevin Cemetery and agreed to recommend that Council participate in this project.

#### **2.0 Key Issues**

- 2.1** CCIFV have put a proposal to Glasnevin Cemetery Trust for a memorial to the victims of An Gorta Mór to be placed in Glasnevin as there is no marker to them at present.
- 2.2** The proposal is for 32 flagstones surrounding the grave.
- 2.3** Correspondence from CCIFV is attached at appendix 1.

#### **3. Resource Implications**

- 3.1** The engraving of the stone is 5 euro per letter, plus the local stone from the County. There will be no cost for the headstone as this will be funded by CCIFV.

#### **4.0 Appendices:**

Appendix 1 – correspondence from CCIFV

16/03/2016 09:56

[info@armaghbaabridgecraigga.gov.uk](mailto:info@armaghbaabridgecraigga.gov.uk), [info@fermanaagh](mailto:info@fermanaagh),  
[info@midulstercouncil.org](mailto:info@midulstercouncil.org), [info@derrystrabane.com](mailto:info@derrystrabane.com),  
cc

SubjectFwd: Memorial to the victims of An Gorta Mór

14

Dear Chairman / Cathaoirleach,  
CCIFV have put a proposal in with Glasnevin Cemetery Trust for a Memorial to the victims of An Gorta Mór to be placed in Glasnevin, there is no Marker to them 170 years on.

Attached is computer image of the Memorial sent to the Trust.

Glasnevin Cemetery holds the biggest number of victims of the Hunger Years in the world. Dublin was the epicentre for emigration, workhouses and prisons inmates. People were coming from all over Ireland to escape the horrors hoping to find food, employment, or the boat.

The Memorial will represent all those who lie in unmarked graves on the Island of Ireland and its Islands in their watery graves at the bottom of the seas and those buried in unmarked graves overseas.

file:///C:/Users/kierans/AppData/Local/Temp/notes3D3699/~web4783.htm

04/05/2016

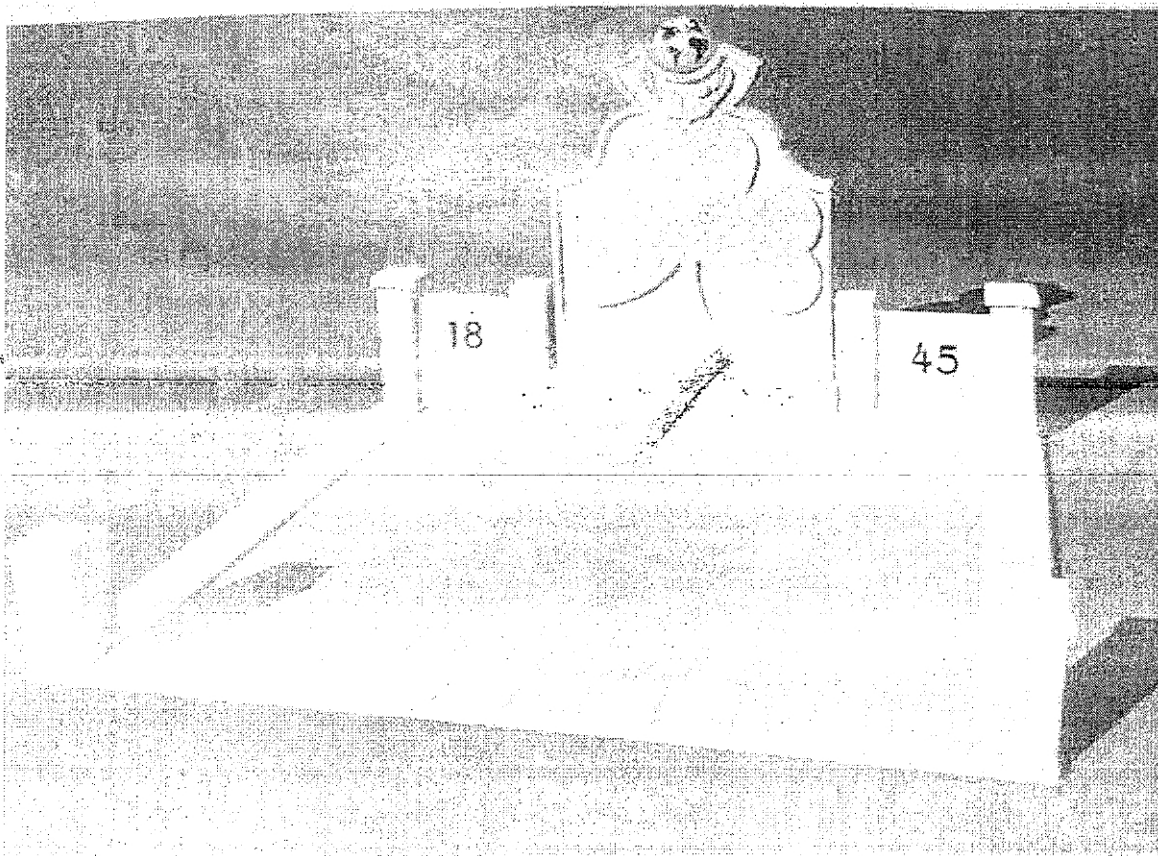
There will be 32 flagstone surrounding the grave, hopefully each County Council will donate an inscribed flagstone with the County name on it.

If the Council would like to participate in the Memorial please pass on its endorsement to the CCIFV

Yours sincerely

Michael.

*(See attached file: County Manager Pic.jpg)*



Re: Memorial to the Victims of An Gorta Mor - Glasnevin Cemetery  
 Michael Blanch  
 to:  
 sheila.kieran  
 07/04/2016 12:32  
 Hide Details  
 From: Michael Blanch <ccifv2008@gmail.com>  
 To: sheila.kieran@newryandmourne.gov.uk,  
 History: This message has been forwarded.

Dear Sheila,

Thank you for getting back.

The engraving of the stone is 5 Euro a letter 25 Euro in the case of Newry, that would be the total cost apart from the local stone from the County. The Head Stone will be funded by the CCIFV we are expecting the Government to come on board but we cant wait indefinitely.

Michael.

On 7 April 2016 at 10:35, <sheila.kieran@newryandmourne.gov.uk> wrote:  
 F.A.O Michael Blanch

Dear Michael

Thank you for your email dated 16 March 2016 to the Chairperson of Newry, Mourne and Down District Council, Councillor Michael Ruane.

Your correspondence was considered at a recent meeting of Council and I confirm the Council may be interested in participating in the Memorial Project..

I would be grateful if you would forward me additional information about the project and confirm the costs associated with donating an inscribed flagstone.

~~I look forward to hearing from you.~~

Sheila Kieran  
 Democratic Services Councillor  
 Newry, Mourne and Down District Council  
 Tel: 028 3031 3141  
 Email: [sheila.kieran@newryandmourne.gov.uk](mailto:sheila.kieran@newryandmourne.gov.uk)

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<b>Report to:</b>	<b>Strategy, Policy and Resources Committee Meeting – 12 May 2016</b>
<b>Subject:</b>	Funding to Local Government Support Bodies
<b>Date of report:</b>	12 May 2016
<b>Reporting Officer :</b>	Mr Liam Hannaway
<b>Contact Officer (including job title):</b>	Mr Liam Hannaway (Chief Executive)

### **Decision**

Members are asked to note the breakdown of funding to NILGA and the Local Government Staff Commission for the year 2016/2017.

1.0	<b><u>Purpose &amp; Background</u></b>
1.1	<p>The Council as a member of NILGA and as one of the bodies supported by the Local Government Staff Commission make annual subscriptions to these bodies. The subscriptions are broken down as follows:-</p> <ul style="list-style-type: none"> <li>• NILGA Membership - £48,430.00 plus VAT</li> <li>• Fee to NILGA in relation to National Employer representation - £ 4,614.55</li> <li>• Local Government Staff Commission -£47,220.00</li> <li>• Local Government Training Group -£25,601.00</li> </ul>
2.0	<b><u>Resource Implications</u></b>
2.1	These subscriptions are contained within the Rate Estimates for 2016/2017.

<b>Report to:</b>	<b>Strategy, Policy and Resources Committee Meeting</b>
<b>Subject:</b>	<i>Newry Street Unite Project –Council play area site @ Hillside Drive, Kilkeel</i>
<b>Date:</b>	<i>26 April 2016</i>
<b>Reporting Officer:</b>	<i>Eddie Curtis</i>
<b>Contact Officer:</b>	<i>Julie McCann/Carmel McKenna</i>

### **Decisions Required**

Members are asked to note the contents of the report, and consider and agree to:

- ***Consider leasing the additional land required for this project from the Housing Executive and enter into a sub lease with Newry Street Unite of this additional land along with the land in the existing Council lease.***
- ***Discuss with the Housing Executive the premiums requested by the Executive for this community project.***

#### 1.0 **Purpose & Background**

1.1 Newry Street Unite have secured funding of £350,000 from The Big Lottery Fund, Space and Place programme to build a community facility/sports area and upgrade the existing play park at Hillside Drive, Kilkeel on land leased by the Council from the Housing Executive. The project will also involve adjoining land owned by the Executive which is not included in the Council's lease. Detailed plans have not yet been prepared for the project.

The Council has a 10,000 year lease of the land at Hillside Drive, Kilkeel from the Housing Executive for play area use.

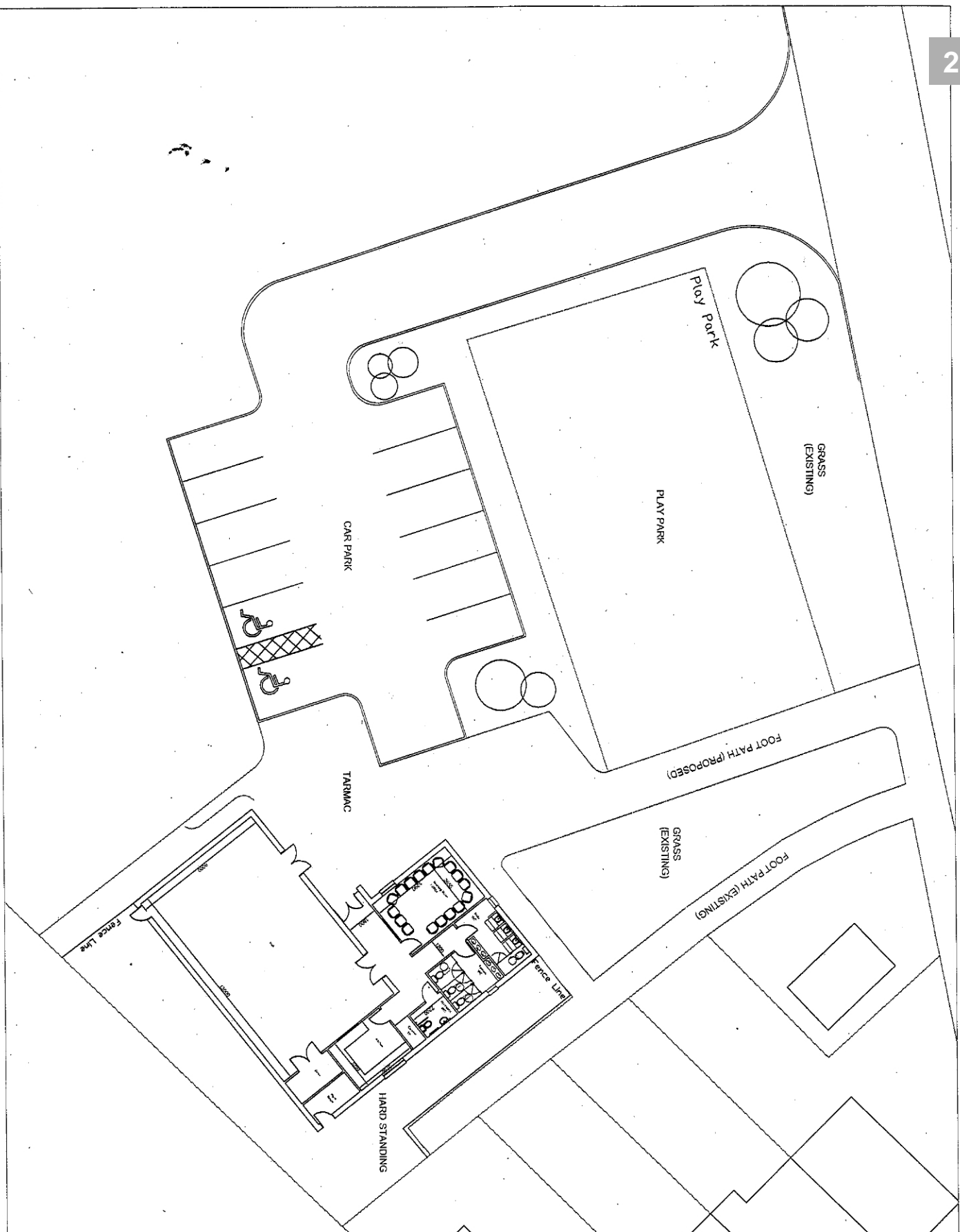
Newry Street Unite applied to the Council to sub lease the site for community centre development, multi purpose sports area development and a play area. A lease is also required from the Housing Executive of the additional adjoining land.

The Legacy Council agreed to seek approval from the Housing Executive to the sub lease.

The Council also agreed to sub lease the site to Newry Street Unite for a 25 year term and also to maintain the play area when the upgrade is complete-(SPR /253/2015 December 2015)

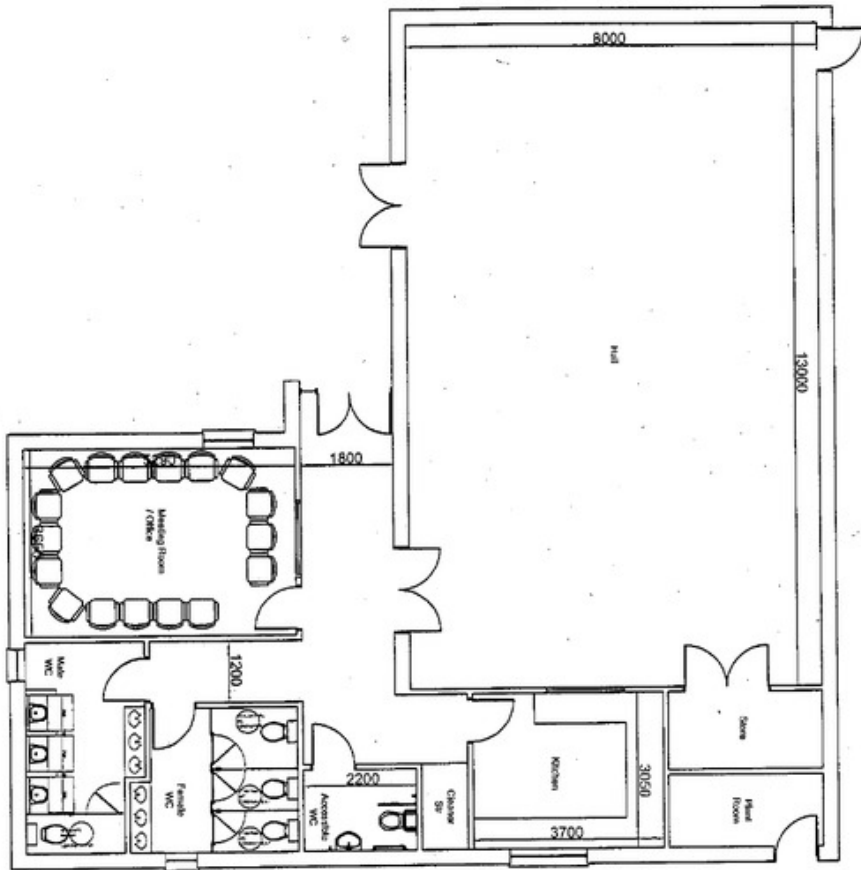
The Housing Executive have now advised that there is a premium of £15,500 payable for the waiver of the restrictive covenant in the Council's lease and also a premium of £5,300

	<p>payable for the lease of the additional land from the Executive for a 25 year term.</p> <p>The Housing Executive have also asked if the Council will enter into the 25 year lease of the additional land on behalf of Newry Street Unite.</p>
2.0	<b><u>Key Issues</u></b>
2.1	<p>Council decision required on additional lease.</p> <p><i>Cost to Newry Street Unite of the premiums payable to the Housing Executive.</i></p> <p>Council needs to be consulted on the proposed upgrade to the play park.</p>
3.0	<b><u>Resource Implications</u></b>
3.1	<i>Legal costs in relation to leases/sub leases etc and also maintenance /insurance costs of upgraded play park.</i>
4.0	<b><u>Appendices</u></b>
	<ul style="list-style-type: none"> <li>▪ <b>Appendix 1</b> – <i>Letter from Housing Executive re premiums</i></li> <li>▪ <b>Appendix 2</b>-Draft drawings of project</li> </ul>



	<p>Groundwork Newbury United          Lottery Funded          14000 Newbury Road          Newbury, Berkshire RG13 2UR          Telephone: 01356 331233          Fax: 01356 331233          Email: <a href="mailto:help@groundwork.org.uk">help@groundwork.org.uk</a></p>	
<p>PROJECT: NEWRY STREET UNITE</p>		
<p>DRAWING TITLE: SITE PLAN</p>		
<p>DRAWING NO: Z29-SP001</p>	<p>DRAWING REV: A</p>	<p>DATE: 14.04.15</p>
<p>SCALE: 1:200@A3</p>	<p>CHECKED BY: WT</p>	<p>DATE: 14.04.15</p>

NEWRY STREET UNITE: Community building 190m<sup>2</sup>



REV	DATE	SYMBOL
A	18/01/15	General Functions
B	23/04/15	General Functions

**LOTTERY FUNDED**

Groundwork Northern Ireland  
 63-73 Dundee Street  
 Belfast BT1 3DQ  
 Tel: 01234 222222  
 Email: info@groundworkni.org.uk  
 www.groundworkni.org.uk

**GROUNDWORK**

PROJECT:  
**NEWRY STREET UNITE**

DRAWING TITLE:  
**PROPOSED BUILDING PLAN**

DESIGNED BY: P001

SCALE: 1:100 @ A3

CHECKED BY: WF

DATE: 26.02.15

DESIGNED BY: WF

DATE: 26.02.15

**Housing**  
Executive

**REGIONAL SERVICES**  
Land and Regeneration  
South

Marlborough House  
Central Way  
Craigavon  
BT64 1AJ  
T 03448 920 900  
F 028 3831 5719  
W nihe.gov.uk  
@nihecommunity

Newry, Mourne and Down  
District Council  
O'Hagan House  
Monaghan Row  
Newry BT35 8DJ

Date: 14<sup>th</sup> April 2016

Your Ref: RS77/63

Our Ref: Cra/L/5970

Dear Sirs,

**Re: Sub Lease of Land and waiver covenant at Hillside Drive, Kilkeel**

I refer to previous correspondence in connection with the above.

Land & Property Services have now provided valuation advice with respect to the following:-

- A premium for the lease of NIHE land outlined in red (Copy Map Attached). The lease is for 25 years and the purpose restricted to "Community Centre Development, play area and multi-purpose sports area development. **"One of" premium payable is £5,300**
- A premium for the waiver of the restrictive covenant on land outlined in blue. The waiver will be restricted to "Community Centre Development, play area and multi-purpose sports area development. **The premium payable is £15,500.**

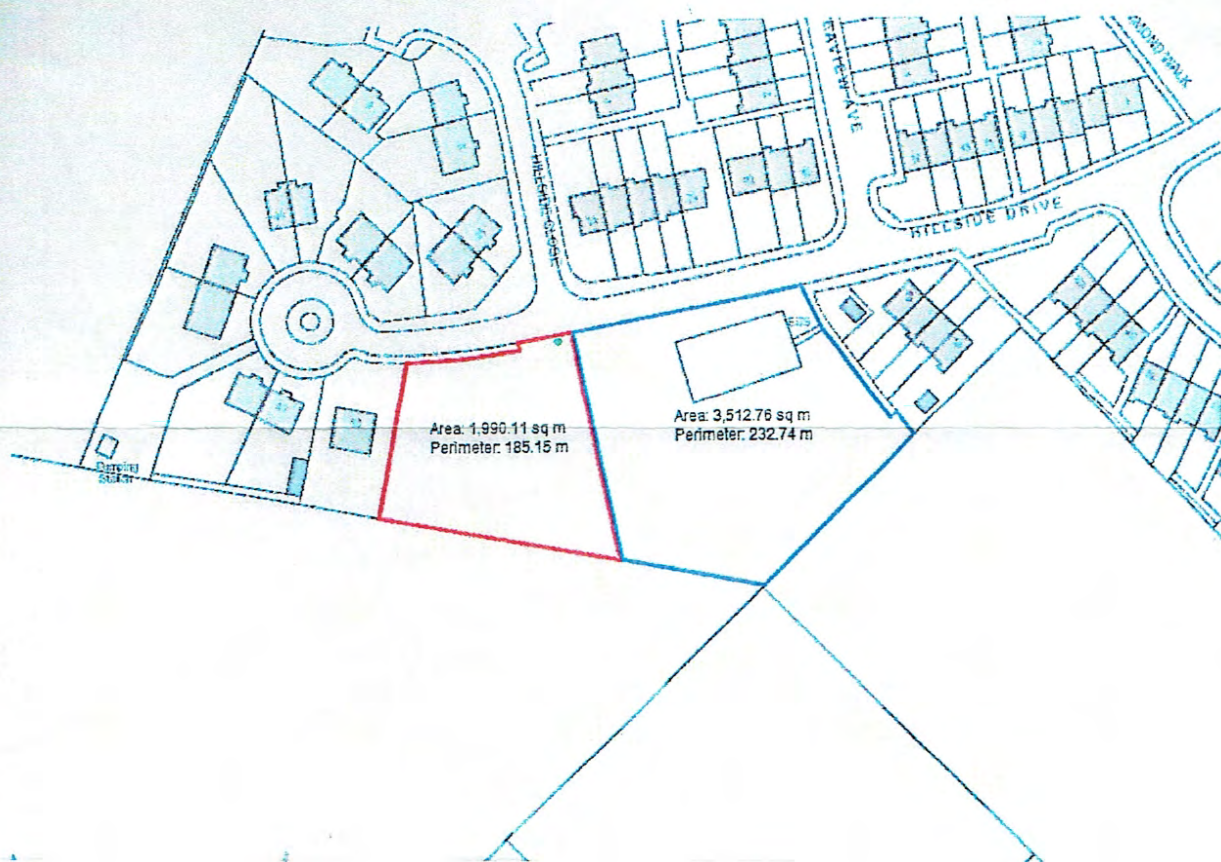
In light of the above and for the avoidance of doubt does the Council propose to take ownership of the additional land (25 year lease) from the NIHE which is not included in the Council's lease on behalf of Newry Unite?

We now need to prepare an Economic Appraisal for approval and will keep you advised when we receive the necessary approval.

Yours sincerely,



Gary Coghlan L&R, South Area.  
Tel. 02838315781



<b>Agenda Item:</b>	
<b>Report to:</b>	Strategic Policy and Resources Committee
<b>Subject:</b>	Request to Purchase Land at Lough Inch Cemetery, Ballynahinch
<b>Date:</b>	12 May 2016
<b>Reporting Officer:</b>	Alison Robb Assistant Director Corporate Services (Administration)
<b>Contact Officer:</b>	Alison Robb Assistant Director Corporate Services (Administration)

### **Decision Required**

Members are asked to consider the contents of this report and reject with regret the application to acquire land at Lough Inch Cemetery, Ballynahinch.

#### **1.0 Purpose and Background**

The Council has received a request from an adjoining Landowner to acquire the land hatched in green on the attached map at Lough Inch Cemetery, Ballynahinch.

A site inspection was undertaken and the Council's Estates Department asked to consider the request.

#### **2.0 Key Issues**

1. There are plans to extend the graveyard into the field where this piece of land is located as marked in blue on the attached map which is the undeveloped part of Lough Inch Cemetery up to the boundary of the area of land requested by the applicant.



2. Whilst the land that the Council is proposing to use for the extension of the graveyard does not affect the lands the applicant is seeking to acquire they are directly beside them and a direct path to the river at this location as the topography of the lands is uneven and sloping.
3. For the purposes of the Council's extension project it will need to carry out site investigations with boreholes and ground water monitoring at this location therefore it may not be practical to dispose of the lands in the near future.
4. Further as the lands which comprise Lough Inch Cemetery were vested by legacy Down District Council the Council would first have to offer the land back to the former owners before they are offered to any other potential purchasers.
5. This could be a protracted process as the Council would be required to undertake reasonable enquiries as to the former owner's whereabouts, or those of any identifiable and qualifying successor(s).

### **3.0 Recommendation**

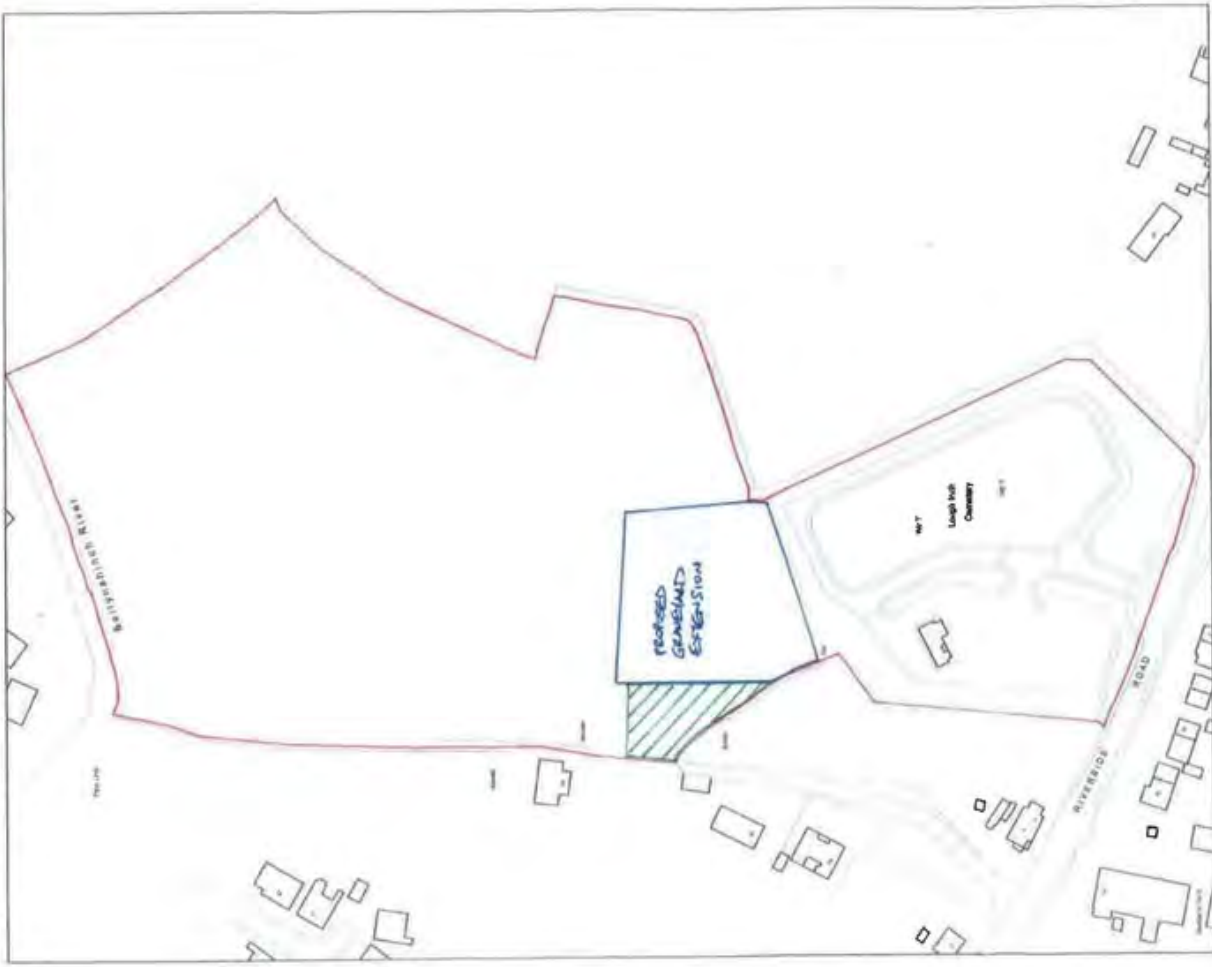
In light of the above the Council advise the applicant that with regret it is not currently in a position to consider the disposal of lands requested nor would a direct disposal be easily facilitated given the lands were vested.

### **4.0 Resource Implications**

None.



Down District Council GIS  
Lough Inch Cemetery Ballynahinch  
Scale 1:1250, Date: 7 August 2007, Ref: TL 147



<b>Agenda Item:</b>	<i>Insert Agenda Item</i>
<b>Report to:</b>	<i>Strategy, Policy and Resources Committee Meeting-- May 2016</i>
<b>Subject:</b>	<i>Lease of strip of Council land at Kilbroney to Kilbroney Church of Ireland Youth Centre</i>
<b>Date:</b>	<i>9 May 2016</i>
<b>Reporting Officer:</b>	<i>Alison Robb, Assistant Director of Corporate Services (Administration)</i>
<b>Contact Officer:</b>	<i>Briege Magill, Administration Officer</i>

### **Decisions Required**

Members are asked to note the contents of the report, and agree to the proposed 20 year lease of a small portion of Council lands at Kilbroney to Kilbroney Church of Ireland Youth Centre/The Representative Church Body but, as per recommendation of the SMT, to delete the draft clause agreeing to the Council paying 50% of boundary fencing costs.

#### 1.0 **Purpose & Background**

1.1 Newry and Mourne Legacy Council in 2006 agreed to the granting of a 20 year lease, at a nominal rent, of a small piece of Council owned land at Kilbroney, which adjoined lands owned by Kilbroney Church of Ireland Centre. This area of land was to be leased for recreational use of youth activity associated with the activities organised by the Kilbroney Church of Ireland Youth Centre eg camping etc .  
DOE approval was received.  
However due to disagreement re boundary fencing and delay by Kilbroney Centre the proposed lease was never finalised.  
Kilbroney Church of Ireland Centre have now asked for lease to be progressed and finalised. Roland Moore, AHC Department, has indicated that 20 years from 2016 is acceptable as AHC have no planned use for this piece of land.

#### 2.0 **Key Issues**

2.1 Matter has been on-going for some years.  
Matter to be brought to Council for noting - still entering into a 20 year lease but the start and end dates have changed.  
DOE to be informed that lease only commencing from 2016  
Monies for shared boundary fencing (135 metres of 2.4m high Ixex type fencing) have not been provided for in 2016/17 Capital budget.


#### 3.0 **Resource Implications**

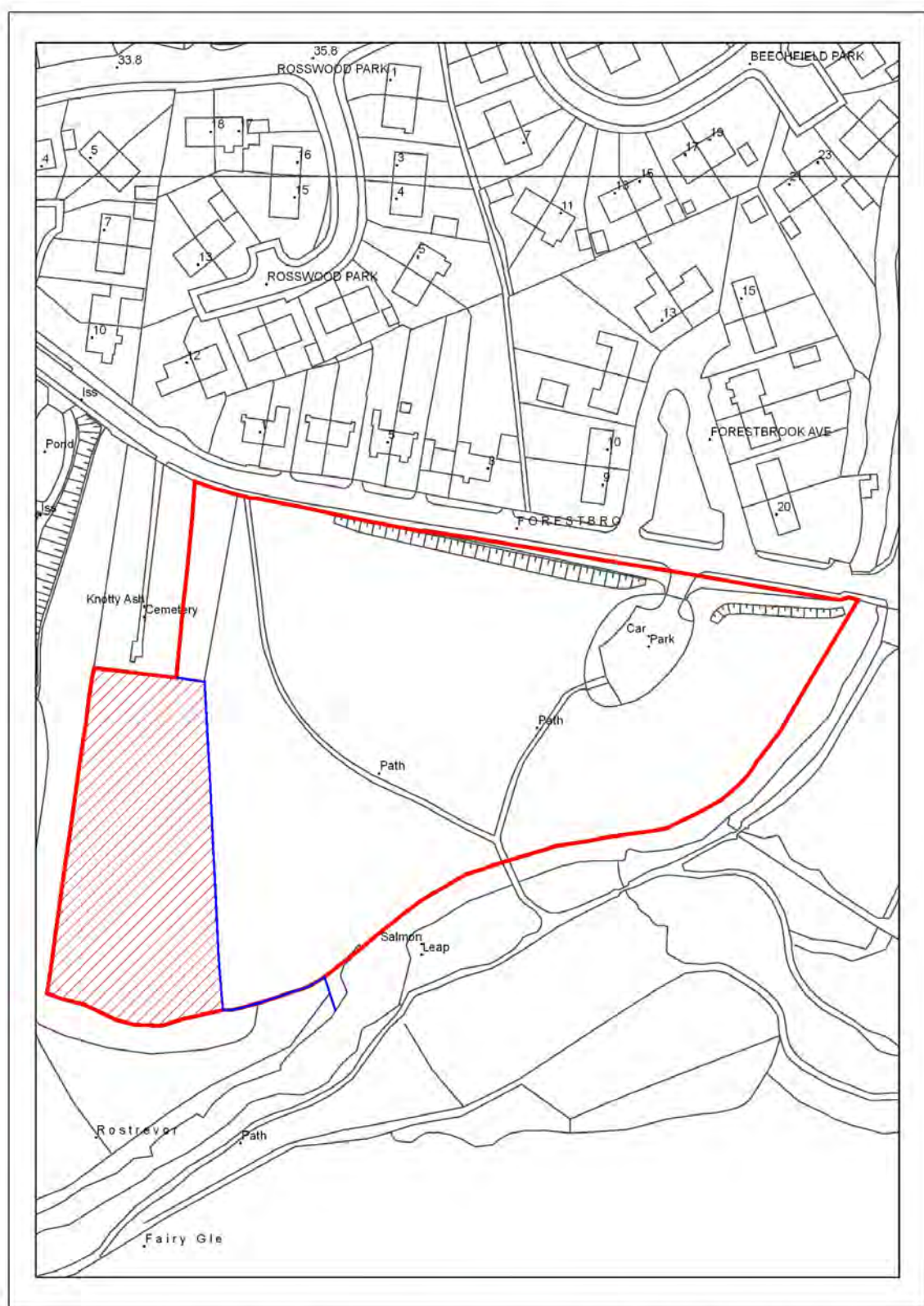
3.1 *Approximate cost to Council of shared boundary fencing is £4,500  
(Total approximate cost of fencing is £9,000 – 50% of this to be met by the Council - Monies not provided in Capital budget for 2016/17 – and if agreed and carried out in this Financial Year this would be an overspend.*

4.0	<b><u>Appendices</u></b>
<ul style="list-style-type: none"><li>▪ <b>Appendix 1</b> – <i>map of area to be leased</i></li><li>▪ <b>Appendix 2</b> – <i>map of proposed shared boundary fence</i></li><li>▪ <b>Appendix 3</b> – <i>draft lease (See 1.5)</i></li></ul>	



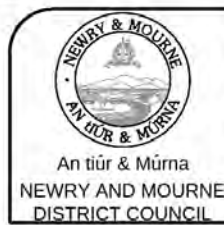
Key:   
 ——— Denotes Shared Boundary

 <p>An tAinm NEWRY AND MOURNE DISTRICT COUNCIL</p>	<p>Property : Forestbrook Green, Rostrevor</p>	<p>Drawing Title : Siteplan Showing Shared Boundary</p>	<p>Scale : 1:1250</p>
<p>Council reference no. : R/S 82/5</p>	<p>Drawing no. : FBG 001/01</p>	<p>Drawn by : GMcV</p>	<p>Date : 11/10/07</p>



Key:

- Boundary of Land owned by NMDC
- Denotes Shared Boundary
- Area of Land to be Leased to Kilbroney Church of Ireland Youth Centre



Property : Forestbrook Green, Rostrevor	Drawing Title : Siteplan Showing Shared Boundary and Land for Lease	Scale : 1:1250
Council reference no. : R/S 82/5	Drawing no. : FBG 001/02	Drawn by : GMcV
		Date : 11/10/07

**THIS INDENTURE** made this      day of                      2016 and made between **NEWRY MOURNE & DOWN DISTRICT COUNCIL** of O'Hagan House, Monaghan Row, Newry in the County of Down (hereinafter called the "Lessor") of the one part and Mel McMurray of 37 Rowallon Warrenpoint, County Down, BT34 3TR and Ian Smith of CMS, Ireland House, 33 Dargan Road, Belfast, BT3 9JU and D H Linton of Cloona 25 Newcastle Road, Castlewellan, County Down as trustees of **Kilbroney Church of Ireland Youth Centre**, (hereinafter called the "Lessee") of the other part.

**WHEREAS WITNESSETH** as follows: -

In consideration of five pence (£0.05p) paid by the Lessee to the Lessor (receipt whereof the lessor hereby acknowledges) and also in consideration of the yearly rent hereinafter reserved and of the Lessee's covenants herein contained the Lessor hereby demises onto the Lessee **FIRSTLY ALL THAT AND THOSE** the premises and hereditaments set forth in the First Schedule hereto (hereinafter called the "premises") and **SECONDLY** the easements rights and privileges set forth in the Second Schedule hereto **TO HOLD** the same unto the Lessee for the term of 20 years from the date hereof subject to all rights and easements or reputed easements belonging to or usually enjoyed with the adjacent property **YIELDING AND PAYING** therefor during the said term the yearly rent of five pence payable on the 1st day of May in each year.

1. The Lessee for himself and his assigns to the intent that the obligations may continue throughout the term hereby granted hereby covenants with the Lessors as follows: -
  - 1.1 To pay the yearly rent on the days and in the manner aforesaid.
  - 1.2 To bear pay and discharge all existing and future rates, taxes and assessments whatsoever whether parliamentary, municipal or local or of any other description assessed or imposed upon the premises or upon the owner or occupier in respect thereof or payable by either in respect thereof (Lessor's Income Tax only excepted).
  - 1.3 Not to use or permit the use of the said premises or any building which may during the said term be erected on the premises for the purpose of carrying on any trade manufacture or business or as a shop or hotel or for any other purpose than for recreational or

youth activity as associated with the activities that the Kilbroney Church of Ireland Youth Centre organizes.

- 1.4 Not to cause permit or suffer upon the premises or any part thereof any nuisance or annoyance to the Lessor or its tenants or occupiers of the neighbouring premises.
- 1.5 From time to time well and sufficiently to repair and cleanse and to keep so repaired and cleansed the said premises and all additions which may be made to the premises and the yards gardens walls fences and appurtenances thereto and in particular to erect a fence along the joint boundary immediately upon receipt of suitable planning permission and commencement of the Lease and the Lessee and the Lessor both recognize that each party will bear 50% of the costs associated with the said erection. The fence to be erected is to be along the boundary coloured blue on the map drawing number FBG001/01 attached hereto.
- 1.6 Forthwith to insure and henceforth keep insured to the full value thereof all buildings erections and fixtures of an insurable nature erected or standing upon or affixed to the premises against loss or damage by fire in a solvent and responsible Fire Insurance Office and to pay all premiums necessary for that purpose and whenever required to do so to produce to the Lessor or its agent or agents the Policy or Policies of such insurance and the receipt for the current year's premium or premiums and in the case of fire forthwith out of the monies received by virtue of such insurance and out of their own private monies if necessary to rebuild repair or otherwise reinstate in good and substantial manner under the direction and to the satisfaction of the surveyor for the time being of the Lessor any premises destroyed or damaged and that if the Lessee should fail to insure or keep insured the premises or to produce the receipt for any premium upon request the Lessor may do all things necessary to effect and maintain such insurance and all monies expended by it for that purpose will be repaid by the Lessee on demand.
- 1.7 At the determination of this term to yield up the premises and all buildings erected thereon during the said term and all additions thereto and all fixtures affixed thereto in such repair and condition



as they shall be in accordance with the covenants hereinbefore contained.

- 1.8 To permit the Lessor its agents and all other persons authorised by it with workmen and appliances at all reasonable times to enter the premises to repair or alter the adjoining premises of the Lessor its sub-Lessee and assigns the Lessor making good all damage to the premises caused by such entry.
  - 1.9 The Lessees will not assign the Lease or sub-let or part with possession of the premises or any part thereof without the consent of the Lessor such consent not to be unreasonably withheld. The Lessee recognizes that the Lessor cannot give consent without first recovering the consent of the Department of the Environment.
  - 1.10 The Lessees will indemnify the Lessor from all claims howsoever arising from any breach or non-observance by the Lessee of the covenants, conditions or other provisions of this lease.
2. **PROVIDED ALWAYS** and it is hereby agreed as follows: -
- a. that if the said rent shall be in arrear for thirty days next after any of the days appointed for payment thereof or if any of the Lessee covenants herein contained shall not be performed or observed then in any of the said cases it shall be lawful for the Lessor at any time thereafter to re-enter upon the premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any breach of the covenants herein contained on the part of the Lessee.
  - b. that such dividing walls and sides of the premises as are continuous with property of the Lessor are and shall remain party.
  - c. This demise shall not confer upon or be deemed to include (by implication or otherwise) in favour of the Lessee any right of light or air which would in any way restrict the Lessor and its assigns in building on lands adjoining or adjacent to the premises.
  - d. Where applicable the Lessor hereby assents to the registration of this lease as a burden affecting the land in the above mentioned Folio(s).
3. The Lessor hereby covenants with the Lessee as follows: -
- a. The Lessee paying the rent hereby reserved and observing and performing the several covenants on its part herein contained shall

and may peaceably and quietly hold and enjoy the premises during the said term without any interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under it.

- b. To pay the rent reserved by and perform and observe the covenants conditions and agreements contained in the Deeds under which the Lessor holds the premises with others in so far as the same relate to the premises not hereby demised.
- c. To allow the Lessee the option of renewal of the Lease at the determination of same.

**IT IS HEREBY CERTIFIED** that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in particular which the amount or value or the aggregate amount or value of the consideration or the property transferred exceeds sixty thousand pounds.

#### **FIRST SCHEDULE**

**ALL THAT AND THOSE** the premises and hereditaments more particularly delineated and described on the map drawing number FBG001/02 attached hereto and thereon hatched red and situate at Fairy Glen, Rostrevor.

#### **SECOND SCHEDULE**

- A. Full right and liberty for the Lessee and all persons authorised by him in common with all other persons entitled to the like right at all times by day and by night for all purposes to pass and repass over through and along the premises of the Lessor which are intended to provide access to the premises.
- B. The right of free and uninterrupted passage and running of gas electricity water and soil to and from the premises through such sewers drains pipes tanks wires ducts and conduits as pass through the adjoining premises of the Lessor.
- C. The right for the Lessees with or without servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter the neighbouring or adjoining premises of the Lessor for the purpose of

repairing cleansing or maintaining or renewing any sewers drains pipes tanks wires ducts and conduits that pass through the neighbouring or adjoining premises of the Lessor and which service the premises causing as little disturbance as possible and making good any damage caused.

**THIRD SCHEDULE  
EXCEPTIONS AND RESERVATIONS**

1. All such matters and things (if any) as are excepted and reserved in and by the Deeds under which the premises are held with others by the Lessor,
  
2. The right of free and uninterrupted passage and the running of gas electricity water and soil to and from the premises through the sewers drains pipes tanks electricity lines and plant (as defined by Article 2(2) of the Electricity Supply (Northern Ireland) Order 1972) ducts and conduits passing through or situated on any part of the premise.

The right of the Lessor and all persons authorised by the Lessor with or without servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter the premises for the purpose of repairing cleaning maintaining or renewing any such sewers drains pipes tanks electricity lines and plant (as defined by Article 2(2) of the Electricity Supply (Northern Ireland) Order 1972) ducts and conduits as pass through or are situated on the premises

**PRESENT** when the Common Seal of \_\_\_\_\_ :  
**NEWRY MOURNE & DOWN DISTRICT COUNCIL:**  
 was hereunto affixed \_\_\_\_\_ :  
 \_\_\_\_\_ :  
 \_\_\_\_\_ :  
  
**SIGNED SEALED AND DELIVERED** \_\_\_\_\_ :  
 by the said **LESSEE** \_\_\_\_\_ :

in the presence of

:  
:  
:

<b>Report to:</b>	<b>SPR Committee May 2016</b>
<b>Subject:</b>	<i>Wayleave Request –Burren Village Green</i>
<b>Date:</b>	<i>12 May 2016</i>
<b>Reporting Officer:</b>	<i>Eddie Curtis/Alison Robb</i>
<b>Contact Officer:</b>	<i>Paul Brannigan/Carmel Mckenna</i>

### **Decisions Required**

Members are asked to note the contents of the report, and consider and agree to:

- ***Approve the valuation in the sum of £15,000 for the wayleave request subject to a legal agreement and to all matters being in order.***

#### 1.0 **Purpose & Background**

1.1 *The Council at the SPR Committee Meeting on 12 November 2015-SPR 210/2015-agreed that a request by Killowen Contracts for a Wayleave to lay a storm Sewer to serve a new private housing development through Council land at Burren Village Green be approved subject to consultation. A valuation and legal agreement for the wayleave is also required.*

*Consultation did take place with the local community and there were no issues .*

*The developer will enter into an Article 161 agreement with NI Water therefore the storm sewer will be adopted by NI water (if installed to their satisfaction)12 months after installation. The developer will be responsible for maintenance for the first 12 months and NI water will be responsible for all future maintenance thereafter*

*A valuation for the compensation payable to the Council has now been received.*

#### 2.0 **Key Issues**

2.1 *The valuation is based on the understanding that the pipework will be carried out very quickly and that disruption to park patrons will be minimised.*

*The contractor is also required to carry out the works in a timely and safe manner and fully reinstate any grass and bitmac areas disturbed by the works.*

*All valuation and legal costs to be paid by the developer*

*The Council would be required to seek approval from NI Water if any future development was proposed to be located within the 6m wayleave zone.*

3.0	<b><u>Resource Implications</u></b>
3.1	<i>Income from compensation payable to the Council.</i>
	■

<b>Report to:</b>	<b>Strategy, Policy and Resources Committee</b>
<b>Subject:</b>	<i>Proposed Financial contribution to Newry Olympic Hockey Club</i>
<b>Date:</b>	<i>12 May 2016</i>
<b>Reporting Officer:</b>	<i>Ken Montgomery/Dorinnia Carville</i>
<b>Contact Officer:</b>	<i>Ken Montgomery</i>

### **Decisions Required**

Members are asked to note the contents of the report, and consider and agree to:

- ***Grant the contribution of £20,000 to Newry Olympic Hockey Club in the financial year 2016/17 subject to the issue of an updated letter of offer and to all matters being in order***
- ***Enter into a Deed of Priority with the Bank of Ireland and the borrower giving the Council's contribution second priority subject to the Council's solicitor having no issues with the Terms and Conditions of the Deed***

#### 1.0 **Purpose & Background**

1.1 *Newry and Mourne Legacy Council agreed to grant a contribution of £20,000 to Newry Olympic Hockey Club towards upgrading works from the financial year 2014/15 subject to a legal agreement , proof of spend and inspection by a Council Official etc. The contribution is also subject to the club paying the Council's legal costs.*

*The matter was delayed as the Hockey Club were updating their Trustees.*

*The legal agreement for a 15 year term has not been finalised and the contribution has not been paid.*

*As the contribution would include a charge on Club Property the Bank of Ireland as owner of a charge on the property require a Deed of Priority to be entered into between the parties.*

#### 2.0 **Key Issues**

2.1

*Council approval to grant the contribution in the 2016/17 financial year subject to all matters being in order.*

*Council approval to enter into a Deed of Priority giving the Bank first priority and the Council's Contribution of £20,000 second priority.*

3.0	<b><u>Resource Implications</u></b>
3.1	<i>Payment of contribution</i>
4.0	<b><u>Appendices</u></b>
	<ul style="list-style-type: none"><li>▪ <b>Appendix I – Letter of Offer dated 26 March 2015</b></li><li>▪ <b>Appendix 2-Deed of Priority</b></li></ul>





Teach Uí Aogáin,  
Rae Mhuineacháin,  
An tIúr,  
BT35 8DJ



Gerard McGivern BA (Hons) MSc DipM

Director of District Development,  
Haughey House, Rampart Road,  
Greenbank Industrial Estate, Newry, BT34 2QU  
Tel: (028) 3031 3233  
Fax: (028) 3031 3299  
Minicom: (028) 3025 7859  
www.newryandmourne.gov.uk  
E-mail:districtdevelopment@newryandmourne.gov.uk

41

Comhairle an Iúir & Mhúrn  
Newry & Mourne District Council

F/3 – 2951

26 March 2015

Mrs Diane Laverne Inns *Cléireach & Príomhfheidhmeannach ~ Clerk & Chief Executive*  
Newry Olympic Hockey Club **Thomas McCall**  
2 Belfast Road  
Newry BT34 1QA

Ár dTag / Our Ref:  
Bhur dTag / Your Ref:  
Dáta / Date:

Dear Mrs Inns

I am pleased to inform you:

- (a) That your application for assistance in respect of funding towards the **Upgrading works at Newry Olympic Hockey Club** (hereinafter referred to as "the project") has been approved; and
- (b) That Newry and Mourne District Council is prepared to make available to the **Newry Olympic Hockey Club** (hereinafter referred to as "the applicant") financial assistance up to **£20,000** (maximum), subject to the organisation meeting whatever conditions the Council may have set.

I have pleasure in enclosing two copies of Newry and Mourne District Council's Letter of Offer. **You should read the Letter of Offer carefully to ensure that all conditions are met fully before submitting a claim to the Council.** The photocopy is for your retention while the original should be signed and returned to me at Newry and Mourne District Council, Haughey House, Rampart Road, Greenbank Industrial Estate, Newry BT34 2QU, should you wish to take up the Offer.

It is therefore important that you confirm to the Council that you intend to take up the funding offered by returning the signed offer letter normally within 30 days but as offer is confined to 31 March 2015, this should be returned by 31 March 2015.

I draw your attention to the Terms and Conditions attached which must be implemented before any part of the financial assistance can be released. Within two months of acceptance you should arrange to send me information in satisfaction of these Conditions, and if you are in any doubt regarding these or any other terms of the Offer, I suggest you discuss the matter with your Solicitor and other advisers.

Payment will not be released until evidence of relevant spend has been received by the Council and/or a relevant Council official has verified that the relevant works have been completed (in the case of a capital project).

The Council reserves the right to stipulate that the contribution is conditional upon the signing of an additional Contribution Agreement.

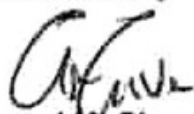
Should this project require the completion and signing of an additional Contribution Agreement, the Council will deduct its legal costs from the financial assistance offered.

I would also remind you that you are legally bound to inform the Council of any additional funding obtained from other Agencies.

The funding offered must be taken up and all conditions met by **31 March 2015**. Newry and Mourne District Council takes no responsibility for renewing offers of funding not taken up by this date.

If you are uncertain of the terms of the attached Letter of Offer please do not hesitate to contact **Mr Dermot Russell** at Newry (028) 30313233.

Yours sincerely



**Gerard McGivern**  
**Director of District Development**

c.c. Mr D Russell  
Ms L Burns  
Mr E Curtis  
Mrs C McKenna

---

## **TERMS AND CONDITIONS**

### **GENERAL**

The money shall be used only for the purposes of the Project, as defined in the application, which Newry and Mourne District Council has agreed to provide financial assistance. The Council reserves the right to withhold any or all of the payment and/or to require the Project Promoter to repay part of or all of the financial assistance if there is a substantial or material change in the nature, scale or timing of the Project, or if the money is used for purposes other than those specified in the Schedule.

Where Newry and Mourne District Council has agreed to fund a Project, the Project Promoter must declare and produce evidence of the existence of all other sources of funding necessary to complete the Project and to inform Newry and Mourne District Council of any new sources of funding which may arise after the date of this letter.

Payment will not be released until evidence of relevant spend, in terms of receipts, has been provided to the Council, and/or a relevant Council official has verified, by way of inspection that relevant works have been completed to a satisfactory standard.

No aspect of the activity being funded should be party political in intention, use or presentation or likely to be perceived as discriminatory on grounds of religion, colour, race, gender or disability. Any activities such as campaigning by the Project Promoter must be furtherance of, and ancillary to, its main purposes.

The Project Promoter will be responsible for the keeping of proper accounts, for prudent and economical administration, for the avoidance of waste and extravagance and for the efficient and effective use of all resources in its charge.

The management of the Project shall be the responsibility of the Project Promoter who will always act reasonable with integrity, impartiality and honesty. Issues of propriety regularity and value for money will also be the responsibility of the Project Promoter.

### **FAIR EMPLOYMENT PRACTICE**

Where a project is responsible for the employment of staff, employment conditions and practices must comply with all the relevant employment legislation and should take account of current good practice in relation to employment rights and the promotion of equality of opportunity and good relations.

### **STATUTORY CONTROLS/QUOTATION & TENDERING PROCESSES**

The Project Promoter shall ensure that expenditure of a capital nature on works of construction will be properly tendered in accordance with Newry and Mourne District Council and EU Regulations and supervised by an Architect who will ensure that all necessary statutory approvals have been obtained in relation to the construction prior to commencement and adhered to.

Failure to adhere to procedures may result in the offer of financial assistance being withdrawn.

### **CAPITAL PROJECTS - Equipment/Building Purchase/Refurbishment/New Build**

*Any asset for which financial assistance is being provided shall not be disposed of within 15 years (or such period as Newry and Mourne District Council may from time to time prescribe) of the date of its purchase, without the prior agreement of the Council. Equipment purchased with this money must be new. Second hand equipment is not eligible for grant assistance. In the case of a grant of £25,000 (or a lesser figure if determined by the Council) or more for the purchase or refurbishment of any property, a Legal Mortgage over the relevant property must be prepared and registered prior to the payment of any part of the grant. Newry and Mourne District Council will have the discretion to decide what percentage of the grant (if any and with or without interest thereon, or with or without any element of "profit" which may arise on the disposal of the asset) shall be repaid to the Council taking into consideration the relevant circumstances and the asset in sale. Unless otherwise agreed with Newry and Mourne District Council the entire financial assistance must be repaid if the asset is disposed of within 4 years of the payment of the money and thereafter a reducing amount of the financial assistance would be repayable on the following scale: -*

$$\frac{\text{Number of years and months left to run} \times \text{£13,000}}{15}$$

= amount to be repaid (if so required)

*It is furthermore a condition of this letter of offer that, should a legal contribution agreement be required to be drawn up between the Council and the applicant, the legal costs of the contribution agreement will be paid by the applicant.*

### **ACCOUNTING/BANKING SYSTEMS**

The Project Promoter must maintain a separate accounting system, which clearly indicates the detail of how the financial assistance has been expended. Newry and Mourne District Council reserves the right to request a Project Promoter to open a separate bank account for the administration of the money. Receipts/invoices relating to any expenditure and all records, financial or otherwise, must be maintained and kept safely until the expiry of 7 years after the last payment of financial assistance from Newry and Mourne District Council.

Any income received as a result of the financial assistance having been made must be repaid to Newry and Mourne District Council within four weeks of receipt of same unless written consent has been obtained from Newry and Mourne District Council to retain such income.

Newry and Mourne reserve the right to terminate payment of financial assistance funding immediately. Where possible 3 months notice will be given in writing. In the event of termination, the Project Promoter will be reimbursed for expenditure properly incurred under the terms of this letter, including any financial instalment as may be necessary to carry out outstanding and unavoidable commitments, provided these are, in the view of Newry and Mourne District Council reasonable and incurred in good faith.

Without prejudice to any other rights of Newry and Mourne District Council under this letter of offer, Newry and Mourne District Council shall be under no obligation to make any payment of financial assistance or any further payment or assistance if at any time the Project Promoter is in breach of its obligations (including the breach of the commencement or completion date) under this letter of offer, there is a material change in the nature, scale, costs, ownership or timing of the Project, Newry and Mourne District Council considers that the Project is in any jeopardy, there is unsatisfactory progress towards completing the project, any difficulty is experienced by Newry and Mourne District Council in monitoring the aims or possible achievements of the Project.

### **AUDITING/MONITORING CONTROLS**

Any premises, records, financial or otherwise, or equipment used for the project shall be open to inspection by officers representing Newry and Mourne District Council for the purposes of

monitoring and evaluating the financial assistance or any part payment thereof or the achievement or objectives or progress towards such objectives.

If the Project Promoter is in breach of any of its obligations relating to this letter of offer, then Newry and Mourne District Council may require the Project Promoter to pay the Council the aggregate of all financial assistance payments (other than those received from a source other than the Council) or such lesser amount as Newry and Mourne District Council may determine.

Furthermore the Council reserves the right of access by its Internal Auditor the Local Government Auditor to accounts/records of the Project Promoter.

### **PUBLICITY CONTROLS**

The Project Promoter shall publicise the financial assistance by the inclusion of a printed acknowledgement in all publicity material to include newspaper advertisements, stationery and promotional aids. Newry and Mourne District Council shall be entitled to publish details of the assistance referred to in this letter at such times and in such manner as they may decide.

Where financial assistance has been made for capital projects, on completion of the Project, the Project Promoter shall mount a permanent plaque incorporating Newry and Mourne District Council's Logo.

The Council would expect that its contribution would receive formal recognition, by way of an invitation to the Mayor and Deputy Mayor of Council and the elected representatives for the area at the event/official opening and mention in publicity pertaining to the event/facility. In cases where the Mayor and/or Deputy Mayor is not available the Council will implement its policy for designating a nominee to attend. Please see attached list of contact addresses. Please contact this office should you require further information.

### **FREEDOM OF INFORMATION**

Newry and Mourne District Council is subject to the terms of the Freedom of Information Act 2000. Any information, which comes into the possession of Newry and Mourne District Council, will be subject to disclosure under the provisions of that Act, unless an exemption applies. Only Newry and Mourne District Council can make the decision regarding whether information is disclosable or not. In arriving at the decision, Newry and Mourne District Council will take account of the nature of the information, exemptions provided for in the Act, and the Public Interest. If the information is disclosable Newry and Mourne District Council has no discretion to prevent it disclosure.

### **GENERAL**

If, before the Project has been satisfactorily completed, the Project Promoter wishes to resign, retire or otherwise dissociate himself from the Project, he/she shall immediately inform Newry and Mourne District Council.

The Project Promoter will immediately advise Newry and Mourne District Council if the Project Promoter feels that the Project is in jeopardy or is no longer viable or if he/she has any suspicions whatsoever that any part of the financial assistance has not been used for its intended purpose and will assist Newry and Mourne District Council in any investigation subject thereto.

Without prejudice to the generality of the foregoing, the Project Promoter and the other Officers of the Organisation shall be jointly and severally liable to Newry and Mourne District

Council under the terms of this Letter of Offer as if each Officer of the Organisation had individually signed the Application Form (thereby becoming a Project Promoter) and the Form of Acceptance herein.

It is a condition of this letter of offer that Newry and Mourne District Council accepts no responsibility whatsoever for any liabilities of the applicant.

Payment will be released only upon the following conditions:

- Completion of Claim Form attached, together with submission of original invoices/receipts only. Copies are not acceptable.
- The invoices should correspond with the breakdown of costs that the group have requested the Council to fund on page 6, question 7b on the application form.
- Newry and Mourne District Council will stamp each invoice confirming contribution made by the Council.
- Newry and Mourne District Council will pay only the agreed sum against each original invoice whenever all relevant conditions have been met.
- "Own labour" and hire of "own facilities" are not eligible.
- Receipt of full income and expenditure breakdown. Newry and Mourne District Council will pay against net costs only.
- All offers to Voluntary Organisations be conditional on receiving Bank details for payment.
- Revenue Spend - Voluntary Labour  
Where an organisation uses the labour of its members or other volunteers to run an event, the Council will not accept any claim for the cost of such labour. In the event an organisation contracts out this type of work, which in the normal course of events the sponsoring organisation would be expected to do voluntarily, then the Council will not accept any claim for such work.  
In respect of this item the Councils decision will be final.
- Capital Spend - Voluntary Labour  
In respect of Capital schemes where Voluntary Labour is used, this issue should not arise as the Council will seek an Architect or Surveyors Certificate validating the value of Capital Works. Where such a certificate is not available the Council will pay monies towards materials only.

If you are prepared to accept this offer on behalf of **Newry Olympic Hockey Club** on the terms and conditions stated, the Form of Acceptance should be completed on the original of this letter and the letter returned to:

Mr Gerard McGivern  
Director of District Development  
Newry and Mourne District Council  
Haghey House  
Greenbank Industrial Estate  
Newry BT34 2QU

It is important that you confirm to the Council that you intend to take up the funding offered by returning the signed offer letter within 30 days. Failure to return this letter of offer signed in 30 days will be taken as notification by you that you will not be able to accept the Council funding in the current financial year, and the funding will be reallocated.

**OTHER CONDITIONS**

1. Funding must be taken up in the financial year 2014/2015  
i.e. by 31 March 2015.
2. Payment will only be made against original invoices received up to the  
maximum spend or grant awarded, whichever is the lesser figure.
3. Inspection by a Council Official.

Signed and Accepted by.....**Diane Laverne Inns**.....

On behalf of Newry Olympic Hockey Club

Date.....**31 March 2015**.....



Ref: 2951

### FORM OF ACCEPTANCE

TO BE RETURNED TO THE COUNCIL WITHIN 30 DAYS OF RECEIPT OF OFFER

This offer of grant assistance of **£20,000** to **Newry Olympic Hockey Club** and the associated terms and conditions contained in this letter **26 March 2015** and the **8** pages of Terms and Conditions as attached are hereby accepted.

Signed for and on behalf of: **Newry Olympic Hockey Club**

Signature Diane Laverne Inns  
(Diane Laverne Inns)

Date 31 March 2015

Signature Stephen Garvey

Date 31 March 2015

Witness:

Name Robert Irwin

Address 156 Armagh Road

Newry

BT35 6PX

Occupation Electrician and NOHC Treasurer

***Please provide details of the Solicitor acting on behalf of the applicant***

D & E Fisher Solicitors, 8 Trevor Hill, Newry. Co. Down

- Letters of offer that are **not witnessed** are not acceptable and will be returned.\*



**Application No:**

Claim Form for Voluntary Contribution Spend

**Name of Organisation:-** *Newry Olympic Hockey Club*

**Project Name:** *Upgrading works at Newry Olympic Hockey Club*

<u>Date of Invoice</u>	<u>Details</u>	<u>Amount</u> £
March 2015	Pitch - fencing, trees and floodlights and injectors	
	Changing Area - showers and pumps and ceiling	
	Clubhouse - carpet and upholstery and kitchen area	20.000
	(Receipts of works to follow on completion of work)	
<b>Total Claim:</b>		<b>20.000</b>

**Signature of Claimant:** Diane Laverne Inns

**Date:** March 2015

R/S 247



# McShanes

34 Hill Street, Newry,  
County Down, BT34 1AR  
DX: 2050 NR NEWRY

T+44 (0)28 3026 6611  
F+44 (0)28 3026 9492

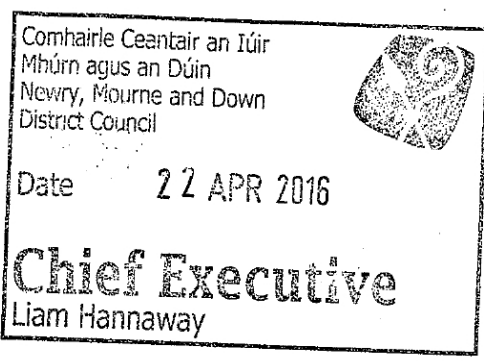
E info@mcshaneandco.com  
www.mcshaneandco.com

Newry Mourne & Down District Council  
O'Hagan House  
Monaghan Row  
NEWRY, Co Down  
BT35 8DL

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

Date 22 APR 2016

**Chief Executive**  
Liam Hannaway



OUR REF: RMCS/CB/D5/5181

YOUR REF:

DATE: 21, April, 2016

Dear Sirs

**RE: CONTRIBUTION AGREEMENT WITH NEWRY OLYMPIC HOCKEY CLUB**

I am now advised by the Solicitors acting for the Club that as the Contribution includes a charge on Club property, the Bank of Ireland as owner as of a charge on the property are insisting on a Priority Agreement being entered into between the parties. I therefore enclose Priority Agreement for execution by the Council and return to me. If you have any query, please do not hesitate to contact me.

Yours faithfully



**Rory McShane**  
**McSHANES SOLICITORS**

e-mail : rory.m@mcshaneandco.com  
Direct Dial No. (028) 3025-4814



DATED THIS DAY OF 2016

(1) NEWRY, MOURNE AND DOWN DISTRICT COUNCIL

(2) BANK OF IRELAND (UK) PLC

8. WILLIAM MCCAGUE, NEVIN GRAY, ROBERT MCCULLOUGH, ALAN  
AUTERSON AND NIGEL MCCULLOUGH

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DEED OF PRIORITY  
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## LAND REGISTRY

FOLIO: DN174017

COUNTY: DOWN

**REGISTERED OWNER: William McCague, Nevin Gray, Robert McCullough,  
Alan Auterson and Nigel McCullough**

THIS DEED made the \_\_\_\_\_ day of \_\_\_\_\_ 2016

BETWEEN

8. Newry, Mourne and Down District Council of Monaghan Row, Newry, County Down (hereinafter called "the Company") of the first part,
8. BANK OF IRELAND (UK) PLC (company number 07022885) whose registered office is at Bow Bells House, 1 Bread Street, London EC4M 9BE (hereinafter called "the Bank" which expression where the context so admits shall include the person for the time being deriving title under it and its assigns) of the second part and
8. William McCague of 51 Edentrillick Road, Hillsborough, County Down, Nevin Gray of 26 Mayfield Park, Belfast, Robert McCullough of Lowfield, 36 Rath Road, Warrenpoint, County Down, Alan Auterson of 17 Springhill Court, Belfast and Nigel McCullough of 23 The Crescent, Carryduff, County Down (hereinafter called "the Borrower") of the third part.

WHEREAS by Mortgage dated \_\_\_\_\_ and made between the Borrower of the one part and the Bank of the other part (hereinafter referred to as "the Bank's Charge") the hereditaments described in the Schedules thereto and hereto were charged by the Borrower to the Bank for securing payment to the Bank of all moneys then or at any time thereafter owing to the Bank by the Borrower whether alone or jointly with any other person ("the Bank's Debt").

AND WHEREAS by Mortgage dated \_\_\_\_\_ and made between the Borrower of the one part and the Company of the other part (hereinafter referred to as "the Company's Charge") the said hereditaments were charged by the Borrower to the Company for securing payment to the Company of all moneys and liabilities together with interest thereon as therein mentioned ("the Company's Debt").

AND WHEREAS the Borrower has an account or accounts with the Bank and has been accommodated by the Bank in some one or other of the various modes in which bankers are in the habit of affording accommodation to their customers and is desirous of being further accommodated in some one or other of the modes aforesaid.

AND WHEREAS the Company has accordingly at the request of the Borrower agreed to postpone in manner hereinafter appearing the security created by the Company's Charge to the security created by the Bank's Charge and all moneys which may hereafter become due thereunder in accordance with the terms of this Deed.

NOW THIS DEED made in pursuance of the said agreement and in consideration of the accommodation afforded to the Borrower as detailed above WITNESSETH and it is hereby agreed and declared that:

1. **Postponement and priority**

- 1.1 The Company hereby postpones the security in its favour created by the Company's Charge to all claims and demand of or by the Bank or its assigns for or in respect of moneys now or hereafter from time to time due or owing to the Bank its successors or assigns under or on the security of the Bank's Charge TO THE INTENT that all advances made by the Bank to the Borrower and all other moneys due or owing by the Borrower to the Bank shall be secured and recoverable under the Bank's Charge in priority to any moneys secured by the Company's Charge notwithstanding that the said advances and moneys or any of them were made by or became due to the Bank after the Bank had notice of the Company's Charge or after the date of these presents but so nevertheless that the total amount recoverable by the Bank at any time out of the said hereditaments in priority to the security created by the Company's Charge shall be dealt with in accordance with the provisions of clause 1.2 below.
- 1.2 The priority of the Bank and the Company shall stand (regardless of the order of execution, registration or notice or otherwise and whether recovered by a receiver, liquidator, administrator or other similar officer) so that all monies received pursuant to the enforcement of the Bank's Charge and/or the Company's Charge shall be applied in the following order of priority, after providing for all reasonable outgoings, costs, charges, expenses and liabilities of enforcement, exercising rights on winding up and payments ranking in priority as a matter of law:

~~first, in discharge of the Bank's Debt to the extent of £35,513.00 (Thirty five thousand five hundred and thirteen pounds sterling) in aggregate principal amount (or such greater amount as from time to time be agreed in writing by the Company) and in addition interest thereon up to the date of payment and all costs, charges and expenses relating thereto at any time due and payable by the Borrower to the Bank;~~

1.2.2 second, in discharge of the Company's Debt to the extent of £20,000.00 (Twenty thousand pounds sterling) in aggregate principal amount (or such greater amount as from time to time be agreed in writing by the Bank) and in addition interest thereon up to the date of payment and all costs, charges and expenses relating thereto at any time due and payable by the Borrower to the Company;

thirdly, in discharge of any balance of the Bank's Debt; and

fourthly, in discharge of any balance of the Company's Debt.

- 1.3 The Bank shall not be obliged to bring into account any preferential payments received by it under article 346 of, and Schedule 4 to, the Insolvency (Northern Ireland) Order 1989 (as amended, updated or replaced from time to time) or which is otherwise capable of being avoided or otherwise set aside on the insolvency of the Borrower or any one of them or otherwise.
- 1.4 If any money is received under any insurance covering any of the assets of the Borrower, such money shall be applied in replacing, restoring or reinstating the assets destroyed or damaged unless both the Bank and the Company jointly direct otherwise in writing.

## 2. **Restrictions on payments/new security**

- 2.1 No payments shall be made by the Borrower to the Company or pursuant to the Company's Charge while any sums remain due and owing from the Borrower to the Bank save for payments of interest in the terms of the agreement between the Borrower and the Company as at the date of this Deed (which shall not be amended, varied, consolidated or otherwise dealt with without the consent in writing of the Bank) or trade sums due and payable by the Borrower to the Company in the ordinary course of business and not related to any loan between the Company and the Borrower.
- 2.2 Any monies or other sums received by the Company, or by any other party pursuant to the Company's Charge, in contravention of this Deed shall be paid to the Bank immediately following receipt and shall be deemed to be held on trust for the Bank until the date of such payment.
- ~~2.3 The Company shall not, while any debt remains due and outstanding from the Borrower to the Bank, demand, take, accept or receive any payment or distribution in respect of, or on account of, the debt secured by the Company's Charge, or apply any money or property in discharge of the same.~~
- 2.4 The Company shall not take any security interest or guarantee in respect of the sums secured by the Company's Charge, nor take any action whereby the postponement set out in this Deed may be impaired.
- 2.5 The Company shall take no enforcement action pursuant to the Company's Charge while any sum or sums remain due and owing by the Borrower to the Bank. The Bank shall be entitled to take any enforcement action deemed appropriate pursuant to the Bank's Charge or otherwise without requiring the consent of the Company.
- 2.6 The Company shall not assign or transfer any of its rights or benefits under this Deed or the Company's Charge without the prior written consent of the Bank. The Bank

shall be free to assign or transfer its rights or benefits under this Deed or the Bank's Charge.

- 2.7 The Company shall not prove any debt in an insolvency process in competition with the Bank so as to diminish any dividend or other advantage that would or might come to the Bank.

### 3. Borrower Covenants

So long as any debt remains due and outstanding to the Bank, the Borrower shall not:

- 3.1 (subject to clause 2.1 above) pay, repay or make any distribution to the Company in cash or in kind and whether on account of principal, interest or damages for breach of the terms of the Company's Charge;
- 3.2 buy or acquire any of the debt secured by the Company's Charge;
- 3.3 exercise any right of set-off against the debts secured by the Company's Charge;
- 3.4 make a loan or provide credit to the Company;
- 3.5 create, or allow to exist, any security interest over any of its assets for, or any guarantee for or in respect of, any loan or credit provided to the Company by another person;
- 3.6 vary, waive or release any terms relating to the debt secured by the Company's Charge;
- 3.7 discharge, release or reduce any part of the debt secured by the Company's Charge by set-off, netting, any right of combination of accounts or any other manner;
- 3.8 enter into any arrangement with the Company not to enforce the Borrower's obligations;
- 3.9 take or omit any action whereby the postponement of the Company's Charge under this Deed might be terminated, impaired or adversely affected; or
- 3.10 assign or transfer any of its rights or obligations pursuant to the Company's Charge.

#### **4. Amendment to facilities**

- 4.1 Neither the Company nor the Borrower shall agree any modification or amendment to, nor make any other agreement affecting, the arrangements relating to the Company's Charge without the express consent of the Bank.
- 4.2 Nothing in this clause 4 shall prevent the Bank from amending, varying, renewing, replacing, refinancing or otherwise dealing with the Bank's Charge in any manner and the Company shall raise no objection to any such matter. Any such amendment, variance, renewal, replacement or refinancing shall not affect this Deed.

#### **5. Duration**

This Deed shall cease to have effect when, to the satisfaction of the Bank, all debts due and owing by the Borrower to the Bank have been fully and effectually paid and discharged, which shall be the latest of:

- 5.1 the date on which the last payment of such debts is made by the Borrower, if the Bank is satisfied that payment by the Borrower will not result in Articles 202 to 208 of the Insolvency (Northern Ireland) Order 1989 being invoked;
- 5.2 the second anniversary of that payment unless, before that second anniversary, a petition is presented on which the winding up of the Borrower is commenced; and
- 5.3 the date on which the winding up of the Borrower is concluded.

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#### **6. Acknowledgement of the Borrower**

The Borrower acknowledges the terms of this Deed and consents to the Bank and the Company communicating with each other about the Borrower's affairs for the purposes of this Deed. The Borrower further acknowledges that none of the provisions entered into by the Bank and the Company are for the benefit of the Borrower, nor may they be enforced or relied upon by the Borrower.

#### **7. Registration**

The parties to this Deed hereby apply to the Registrar to note in the appropriate manner at the Land Registry or the Registry of Deeds (as appropriate) the priority arrangements contained in this Deed insofar as the same affect any registered land or unregistered land (as appropriate) comprised in the assets charged by the Bank's Charge and/or the Company's Charge. The failure to register this Deed, or any defect in registration, will not affect the intention behind this Deed and the provisions of this Deed shall remain valid and enforceable notwithstanding any such non-registration or defective registration.



## 8. General provisions

- 8.1 In so far as consent is required under the terms of the Bank's Charge or the Company's Charge each party hereby confirms it consents to the execution or continuance of the other party's charge.
- 8.2 Neither the Borrower nor the Company shall challenge or question the validity or enforceability of the Bank's Charge or the nature of the charges created thereby.
- 8.3 If the Bank should seek to enforce its security as provided for in clause 2 hereof, the Company will execute all such documents and do all such things as may be required to facilitate the exercise of the powers of enforcement or realisation of the rights and powers available to it for the purposes of such enforcement.
- 8.4 The Company agrees that the Bank's Debt may be refinanced at any time by any person and that the new debt shall rank with the priority specified, and be secured in the manner agreed, in this Deed.
- 8.5 The provisions of this Deed shall be governed by and interpreted in accordance with the laws of Northern Ireland, and the parties hereto submit to the exclusive jurisdiction of the Northern Irish courts in relation to any dispute arising hereunder. This clause applies for the exclusive benefit of the Bank, and shall not preclude the Bank from bringing any action against the Company or the Borrower in any other jurisdiction.
- 8.6 Any mortgage, charge, pledge, lien, hypothecation, guarantee, indemnity or other collateral document present or future issued by the Borrower in favour of either the Bank or the Company shall be continuing securities for repayment to the Bank and the Company respectively of the monies and liabilities thereby secured and the priority arrangements herein contained shall not be affected by any fluctuations in the amount ~~from time to time owing or incurred by the Borrower to either the Bank or the~~ Company or by the existence at any time of a credit or nil-balance on any account of the Borrower with either the Bank or the Company.
- 8.7 The Borrower and the Company hereby agree that all deeds and documents which require to be deposited by the Borrower under the terms of the Bank's Charge and/or the Company's Charge shall be held and deposited with the Bank during the subsistence of the Bank's Charge.
- 8.8 Notwithstanding the creation of the Company's Charge, the accounts of the Borrower with the Bank and the accounts secured by the Company's Charge will remain operative and the rule in Clayton's Case shall be deemed not to operate against the interests of the Bank or the Company.
- 8.9 Nothing contained in this Deed shall bind the Bank or the Company to make any advance or grant banking facilities or other accommodation to the Borrower.

- 8.10 A third party (being any person other than the Company, the Bank and its successors and assigns, any receiver or delegate) has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term in this Deed.
- 8.11 The Schedule forms part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedule.

SCHEDULE

All that property known as Newry Olympic Hockey Club, 2 Belfast Road, Newry being all of the lands comprised in Folio DN174017 County Down

IN WITNESS whereof the parties hereto have executed this document as a Deed the day and year first herein written.

**PRESENT WHEN** the common seal of Newry, Mourne and Down District Council was affixed hereto the day and year first herein written:

**EXECUTED AS A DEED** by  
**Newry, Mourne and Down District Council**  
acting by  
In the presence of

\_\_\_\_\_  
*Signature of Witness*

\_\_\_\_\_  
*Name of Witness*

\_\_\_\_\_  
*Address of Witness*

\_\_\_\_\_  
*Occupation of Witness*

Executed as a deed by affixing  
the common seal of  
**BANK OF IRELAND (UK) PLC**  
in the presence of

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Authorised Signatory

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Authorised Signatory

EXECUTED AS A DEED by

William McCague

presence of:

*William McCague*

*[Handwritten Signature]*

Signature of Witness

ROBERT G. FERGUSON  
SOLICITOR/NOTARY PUBLIC  
8 TREVOR HILL  
NEWRY BT34 1DN

Name of Witness

\_\_\_\_\_

\_\_\_\_\_

Address of Witness

\_\_\_\_\_

Occupation of Witness

**EXECUTED AS A DEED** by

Nevin Gray

In the presence of



*Signature of Witness*



*Name of Witness*

**ROBERT G. FERGUSON**  
**SOLICITOR/NOTARY PUBLIC**  
**8 TREVOR HILL**  
**NEWRY BT34 1DN**

\_\_\_\_\_  
*Address of Witness*

\_\_\_\_\_  
*Occupation of Witness*

EXECUTED AS A DEED by

Robert McCullough

*R. McCullough*

In the presence of

*[Handwritten Signature]*

Signature of Witness

**ROBERT G. FERGUSON**  
SOLICITOR/NOTARY PUBLIC  
8 TREVOR HILL  
NEWRY BT34 1DN

Name of Witness

\_\_\_\_\_

\_\_\_\_\_

Address of Witness

\_\_\_\_\_

Occupation of Witness



**EXECUTED AS A DEED** by

Alan Auterson

*A. Auterson*

In the presence of

*[Handwritten Signature]*

*Signature of Witness*

**ROBERT G. FERGUSON**  
**SOLICITOR/NOTARY PUBLIC**  
**8 TREVOR HILL**  
**NEWRY BT34 1DN**

*Name of Witness*

\_\_\_\_\_

\_\_\_\_\_

*Address of Witness*

\_\_\_\_\_

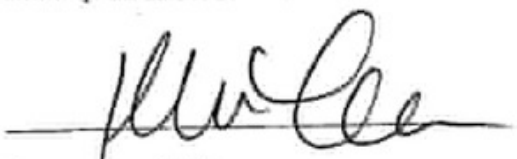
*Occupation of Witness*

EXECUTED AS A DEED by

Nigel McCullough



In the presence of



*Signature of Witness*

**ROBERT G. FERGUSON**

**SOLICITOR/NOTARY PUBLIC**

**8 TREVOR HILL**

**NEWRY BT24 1DN**

*Name of Witness*

\_\_\_\_\_

\_\_\_\_\_

*Address of Witness*

\_\_\_\_\_

*Occupation of Witness*

<b>Report to:</b>	<b>Strategy, Policy and Resources Committee</b>
<b>Subject:</b>	<i>Electricity Contract Tender 2016/17</i>
<b>Date:</b>	12 May 2016
<b>Reporting Officer:</b>	Eddy Curtis, Director Strategic Planning and Performance
<b>Contact Officer:</b>	Ciarán Óg Mussen, Energy & Sustainability Officer

<b><u>Decisions Required</u></b>	
<b>Committee to consider report</b>	
1.0	<b><u>Purpose &amp; Background</u></b>
1.1	<p>As part of the joint NI Council Electricity Tender, Newry, Mourne &amp; Down DC tendered for a renewed electricity tariff on 19<sup>th</sup> February 2016. To get the most competitive tariff rates it was agreed by all NI Councils to tender for a 2 year electricity contract.</p> <p>The tender was split between half hourly sites and non-half hourly sites. Half Hourly sites are the Councils highest consuming sites (15 buildings in total) which are accurately metered at half hour intervals. The half hourly tariff is a more complex tariff with 9 different rates with summer, winter, day and night rates etc.</p> <p>Non-Half Hourly sites have one fixed price per unit of electricity (pence/kWh) with bills made up of estimated meter readings and periodic on site meter readings.</p>
2.0	<b><u>Key Issues</u></b>
	<ul style="list-style-type: none"> <li>• Airtricity, Electric Ireland, Go Power and NIE Energy responded to tender</li> <li>• Go Power (Councils current supplier) submitted the most competitive tender for both half hourly and non-half hourly tariffs</li> <li>• Half Hourly Tariff Rates for new tariff: <ul style="list-style-type: none"> <li>○ Summer Day – 8.06p per kWh = 14% reduction</li> <li>○ Summer Evenings &amp; Weekends – 8.32p per kWh = 2.6% reduction</li> <li>○ Winter Day – 13.67p per kWh = 7.9% reduction</li> <li>○ Winter Peak – 20.85p per kWh = 12% reduction</li> </ul> </li> <li>• Estimated annual savings for half hourly sites = £45,000 p.a</li> <li>• Non-Half Hourly tariff reduced from 11.69p/kWh to 10.24p/kWh which equates to a 12.4% reduction</li> <li>• Based on 2015/16 non-half hourly electricity consumption savings of £32,000 p.a are expected</li> </ul>
3.0	<b><u>Resource Implications</u></b>

	Council Officer was required to prepare tender documents
4.0	<b><u>Appendices</u></b>
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