

Notice Of Meeting

You are requested to attend the meeting to be held on Tuesday, 22nd August 2023 at 6:00 pm in Boardroom Monaghan Row.

Committee Membership 2023 - 2024

Councillor T Andrews **Chairperson**

Councillor W Clarke **Deputy Chairperson**

Councillor D Finn

Councillor J Jackson

Councillor G Kearns

Councillor T Kelly

Councillor M Larkin

Councillor O Magennis

Councillor L McEvoy

Councillor K Murphy

Councillor H Reilly

Councillor M Rice

Councillor M Savage

Councillor D Taylor

Councillor J Truesdale

Agenda

1.0 Apologies & Chairperson's Remarks

2.0 Declarations of "Conflict of Interest"

3.0 Action Sheet of the Neighbourhood Services Committee Meeting held on 21 June 2023

📄 *SE Action Sheet - 21 June 2023 (003).pdf*

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For Consideration and/or Decision

4.0 Report on Notice of Motion in relation to Recycling

📄 *SE Committee - REcycling Motion of Notice 22.08.23.pdf*

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5.0 Office of Product Safety and Standards (OPSS) Grant Funding

📄 *SE Committee - OPSS Grant Funding Report 22.08.23.pdf*

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📄 *Appendix 2 - CP workplan 23 24.pdf*

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📄 *Appendix 1 - Newry Mourne and Down DC GFA letter 23 -24.pdf*

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Items deemed to be exempt under paragraph 3 of Part 1 of Schedule 6 of the Local Government Act (NI) 2014

6.0 Update from PSNI on Upgrade to Public Space CCTV in Newry, Warrenpoint and Kilkeel

📄 *Report Deferred re Upgrade Public Space CCTV System final.pdf*

Not included

7.0 Report and Corresponding Business Case for Refurbishment and Upgrade to 2 No. Public Conveniences in Newcastle and Installation of Changing Place Facility

📄 *Report upgrade refurb of PC's at Newcastle.pdf*

Not included

📄 *Full Business Case - Public Toilets Newcastle Revised Options.pdf*

Not included

📄 *Downs Road PC Floor Plans.pdf*

Not included

8.0 Waste Processing Contract Extensions

 *SE Committee - Waste Processing Contract Extensions Report 22.08.23.pdf* *Not included*

9.0 Arc21 Bring Site Service Contract

 *SE Committee - Bring Site Service Contracts Report 22.08.23.pdf* *Not included*

 *Appendix 1 - arc21 Bring Site Service Contract Tender Report - Final.pdf* *Not included*

FOR NOTING Items deemed to be exempt under paragraph 3 of Part 1 of Schedule 6 of the Local Government Act (NI) 2014

10.0 Update on Christmas Illumination Additions

 *Report - EA - Christmas illuminations additions.pdf* *Not included*

11.0 Arc21 Joint Committee Members' Monthly Bulletin held on 29 June 2023

 *ARC21-29June23-JC MembersBulletin.F.pdf* *Not included*

12.0 Arc21 Joint Committee Meeting in Committee Minutes of Thursday 30 March 2023

 *ARC21 - JC079-29June23-Item8-JC In ComMinutes30Mar23.F.pdf* *Not included*

For Noting

13.0 Sustainability Section Update

 *SE Report Sustainability 22.8.23.pdf* *Page 56*

14.0 Letter from Department of Infrastructure re: Proposed Abandonment of a Stretch of the U6025 Donaghmore Road, Jerrettpass, Newry

 *Letter and Map to Council - Abandonment of Donaghmore Road Jerrettpass Newry - 311022.pdf* *Page 60*

15.0 Oil Spill in Newry Canal at WIN Industrial Estate

 *Oil Spill at Win SE August 23.pdf* *Page 62*

 *Appendix A Oil Spill Report.pdf* *Page 65*

16.0 Arc21 Joint Committee Meeting Minutes of Thursday 30 March 2023

 *ARC21JC079-29June23-Item4-JC Minutes30Mar23.F.pdf*

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17.0 Historical Action Sheet

 *SE Historic Actions Tracker Sheet (updated June 2023 by all).pdf*

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ACTION SHEET ARISING FROM SE MEETING HELD ON 21 JUNE 2023

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
SE/048/2023	Monthly Action Sheet	<p>Action Sheet of the Sustainability and Environment Committee Meeting of 21 March 2023 be noted and actions removed as marked.</p> <p><i>SE/032/2023 – Review of bus shelter requests being actioned by Council</i> Mrs Kane agreed to revert to Councillor McEvoy regarding an update on the bus shelter at Slievenaman Road.</p> <p>In response to a query raised by Councillor Savage regarding an update on Lisdrumgullion bus shelter, Mrs Kane advised that officers had contacted Translink with a number of issues and would update Councillor Savage outside of the meeting.</p>	<p>DSO</p> <p>G Kane</p> <p>G Kane</p>	<p>Work request to Building Services Section for Shelter to be removed. A reminder email sent 15.8.23.</p> <p>Email sent to Councillor Savage on 23.6.23 with update.</p>	Y
SE/049/2023	Briefing for New Committee Members	It was agreed to note the presentation and circulate same to Members.	A Cassells		Y

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
FACILITIES MANAGEMENT AND MAINTENANCE					
SE/050/2023	Notice of Motion on redeemable surcharge on bottles, tins, plastics	Agreed to Acknowledge the work that DAERA is undertaking to introduce a Deposit Return Scheme. Seek further update reports from Officers in due course as the DAERA proposals unfold.	A Cassells	Complete. Further updates to be provided at future meetings	Y
SE/051/2023	Sustainability & Environment Committee Terms of Reference 2023 – 2027.	Agreed to approve the revised Terms of Reference for the Sustainable & Environment Committee as set out in Appendix 1 of the Report.	A Cassells	Approved	Y
SE/052/2023	Start times for the Sustainability & Environment Committee 2023-2024.	Agreed to approve a start time of 6pm for the Sustainability & Environment Committee for 2023-2024.	DSO	Approved	Y
WASTE MANAGEMENT					

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
SE/053/2023	Sustainability & Environment Directorate Business Plans.	<p>Agreed to approve:</p> <ul style="list-style-type: none"> The Assessment of the NS Directorate Business Plan 2022-23. Sustainability and Environment Directorate Business Plan 2023-24. 	A Cassells	Approved	Y
EXEMPT INFORMATION ITEMS					
SE/054/2023	Proposed charges for use of Newry Market as Event Space.	Agreed to defer this item for further consideration and an update be brought back to a future Sustainability and Environment Committee.	G Kane	Ongoing	N
SE/055/2023	Upgrade to public space – CCTV cameras – Newry; Warrenpoint; Killeel	Agreed to defer until August 2023 meeting and PSNI be invited to present their case to committee.	G Kane	Deferred report going to August 23 S&E Committee meeting	N
WASTE MANAGEMENT					
SE/056/2023	Fleet Operators Licence – Fleet	Agreed to approve the revised Fleet Operator Licence Action Plan update June	S Murphy	Approved	Y

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
	Management Action Plan.	2023.			
EXEMPT INFORMATION ITEMS					
SE/057/2023	Business Case for Procurement of Tyres.	Agreed to approve the business case for the use of a supply, fit, servicing, call-out, delivery and disposal of tyres, tubes and ancillary products for all Council vehicles and plant.	S Murphy	Procurement ongoing	N
SE/058/2023	Business Case for the Procurement of Mechanics Tools.	Agreed to approve the business case for the use of a supply, fit, servicing, call-out, delivery and disposal of tyres, tubes and ancillary products for all Council vehicles and plant.	S Murphy	Procurement ongoing	N
SE/059/2023	Economic Appraisal for the Procurement of Fuel	Agreed to approve the business case for the use of a sustainable supply framework to support the provision of liquid fuels corporate wide.	S Murphy	Procurement complete	Y

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
SE/060/2023	Extension of contract for the receipt, storage, transfer and Haulage of mixed dry recyclables contract.	Agreed to approve the contract for the receipt, storage, transfer and haulage of the Council's Mixed Dry Recyclables (MDR) waste be extended with the Council's current contractor from the 10 September 2023 until 31 March 2024.	S Murphy	Approved	Y
SE/061/2023	Single Tender Actions	Agreed to: <ol style="list-style-type: none"> 1. Note the contents of the report. 2. Approve the Single Tender Actions that are in excess of £30,000 as set out in Appendix 1 and 2 and for the Chair and Vice Chair of the Committee to approve the individual STA proformas that relate directly to Appendices 1 and 2. 3. Continue to receive regular update reports on the Procurement Action Plan. 	A Cassells	Ongoing	N
FOR NOTING					
SE/062/2023	Fleet Replacement Update	Agreed to note the contents of the report.	S Murphy		Y

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
SE/063/2023	Update on Public Holidays and Refuse Collection Calendars	Agreed to note the contents of the report.	S Murphy		Y
SE/064/2023	District Cleansing – Summer Season	Agreed to note the planned 2023 Summer Season Preparation plans outlined in 2.4 – 2.6.	S Murphy		Y
SE/065/2023	Historic Actions Tracking Sheets	Agreed the Historic Actions Tracking Sheet of the Sustainability and Environment Committee Meetings be noted and actions removed as marked.	DSO		
Environment					

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
AHC/075/2022	Feasibility Study for Community Social Farm	<p>Mr Devlin stated that officers were currently looking at the feasibility of the project at this stage and he would circulate further information to Members in order to provide more background on the initiative and level of funding required.</p> <p>It was agreed to approve Officers procuring an initial feasibility study for development of a social farm on identified land at Castlewellan Forest park. Scope of the study will be to provide a general report for consideration of need and community support for a farm facility on council land.</p>	S Murphy S Murphy	Ongoing Ongoing	Transferred to S&E Action Sheet Transferred to S&E Action Sheet
AHC/076/2022	Edible Landscapes 'We can grow' Pilot Programme	<p>It was agreed to increase the scope of the scheme to have 6 community projects in order that each DEA would benefit from one of the schemes.</p> <p>It was agreed to approve officers procuring one or more horticultural contractors to supply and deliver 6 community projects with follow up support for one growing season.</p>	S Murphy S Murphy	Ongoing	Transferred to S&E Action Sheet
AHC/052/2023	Notice of Motion, Vaping and E Cigarette Retailers	It was agreed that Council to the Medicines and Healthcare Products Regulatory Agency (MHRA) to request that they write to tobacco and nicotine inhaling product retailers outlining the dangers associated with children using these products.	S Murphy	E Devlin wrote to MHRA as requested. Completed.	Transferred to S&E Action Sheet

AHC/059/2023	Request for support of Live Here Love Here initiative and Eco Schools programme from Keep Northern Ireland Beautiful for period 2023-24	It was agreed to approve the financial support and the signing of a Service Level Agreement for the period 2023-2024 to support the Keep Northern Ireland Beautiful (KNIB) Live Here Love Here campaign and Eco Schools Programme across the District.	S Murphy B Rankin	Ongoing
AHC/060/2023	Sustainability and Environment Statement, Sustainability and Climate Change Strategy 2024-2030 and Annual Action Plans	It was agreed to approve the following: <ul style="list-style-type: none"> • A sustainability and Environment Statement for NMDDC. • The development of a Sustainability and Climate Change Strategy 2024-2030 along with the first annual Action Plan during 2023/24. 	S Murphy B Rankin	Ongoing Development of Council's Sustainability and Climate Change Strategy is being progressed.
AHC/061/2023	Procurement of consultancy support to set a carbon baseline and future carbon reduction targets	It was agreed to approve the procurement of consultancy support in 2024 to set a carbon baseline for Council, along with future carbon reduction targets.	S Murphy B Rankin	Ongoing To commence in 2024
AHC/062/2023	Ship Sanitation Inspection Charges	It was agreed to implement the new charging regime with effect from 1 April 2023.	S Murphy S Trainor	Charges Implemented. Completed.
AHC/064/2023	Service level Agreement between the Department of Justice and District Councils	It was agreed to approve Council signing the Service Level Agreement (SLA) between the Department of Justice and Newry Mourne and Down District Council.	S Murphy S Trainor	SLA has been signed by both parties. Completed

End

Report to:	Sustainability and Environment Committee
Date of Meeting:	22 August 2023
Subject:	Motion in Relation to Recycling
Reporting Officer (Including Job Title):	Andrew Cassells, Director of Sustainability and Environment
Contact Officer (Including Job Title):	Sinead Murphy, Assistant Director: Environment

For decision	X	For noting only	
1.0			Purpose and Background
1.2			The purpose of this report is to provide some background information in relation to the Recycling Motion presented at Council to enable Members to consider the Motion on a more informed basis.
1.2			<p>The following Motion was received from Councillor McAteer:</p> <p>"Noting with concern estimations that while 9 in 10 people in the North recycle at home only 4 in 10 recycle while outdoors; further notes with concern DAERA estimates that consumers in the North use 420 million plastic bottles and 90 million cans every year, and welcomes that across the North the successful Hubbub CircleCity programme which has run across the UK and seen an additional 2.5million plastic bottles, glass bottles and cans recycled while outdoors, this Council agrees that more work is needed across out District to encourage recycling while outdoors, will seek a meeting with Hubbub to recommend Newry, Mourne and Down for a similar CircleCity scheme, will undertake an education programme for District residents on the benefits of outdoor recycling and will commence a pilot scheme for new recycling bins to be installed across key public spaces and parks."</p> <p>The motion was seconded by Councillor Finn.</p>
1.3			The Motion was considered at the Council meeting on Monday 7 August 2023 and was referred to the Sustainability and Environment Committee in accordance with Standing Order 16.1.6.
2.0			Key Issues
2.1			<p>Background Information on Hubbub</p> <p>"Hubbub is an environmental charity that's all about inspiring action that's good for the environment and for everyone. We bring businesses, organisations, local authorities and community groups together to create campaigns that make it easier and more possible for all of us to make choices that are good for the environment. Every campaign is sparked by our passion to problem-solve and connect with people – like making leftovers tastier, reuse easier, second-hand the default and communities that are greener and more connected to the environment. Everyday solutions that do good, feel good and show how much change is possible when people come together. Because to make change at the scale and pace needed, we all need to get on board.</p>

<p>2.2</p>	<p>Hubbub’s purpose is to inspire action that’s good for the environment, and for everyone. Our campaigns support individuals, households and communities to make a difference. By helping everyone get involved and building mainstream support for action on climate, we help businesses and government to make positive choices too.</p> <p>We can’t do this alone. The scale and urgency of our environmental challenges demand bold new collaborations. Since 2014, we’ve worked with businesses, charitable funders, local authorities and more to create award-winning behaviour change campaigns, raise awareness with inspiring communications, and support community action throughout the UK.</p> <p>As a strategic partner we can help lift environmental and social ambitions and plans off the page and into vibrant, impactful real-world settings - while aligning with our own charitable aims.”</p>
<p>2.4</p>	<p>Background Information on the Belfast #CircleCity Trial</p> <p>“What is Belfast #CircleCity</p> <p>Belfast #CircleCity is a new, on-the-go recycling initiative, which we’re rolling out in the city centre and some of our parks. Supported by environmental charity Hubbub and The Coca Cola Foundation, the three-month trial aims to make it easier for residents and visitors to recycle their empty plastic bottles and cans.</p> <p>There’ll be 25 bins placed in different locations across the city centre and some of our parks.</p> <p>You’ll find them at:</p> <ul style="list-style-type: none"> • City Hall, • Donegall Place, • Corn Market, • Botanic Gardens, • Victoria Park, • Waterworks Park and • Falls Park. <p>What happens if I put the wrong things in the recycling bins?</p> <p>Putting anything other than empty plastic bottles and cans in the yellow recycling bins can create what’s called ‘contamination’. Too much contamination (for example, food packaging, liquids or coffee cups) means recycling facilities can’t accept the materials and whole batches can go to waste.</p> <p>Why are you only recycling plastic bottles and cans?</p> <p>These are the most commonly used and easily recycled materials we use while out and about. Unfortunately, collecting paper, cardboard and food packaging in on-street recycling bins can be counterproductive. If paper or cardboard gets wet (from liquid in the bin or the rain) it can break down and become difficult to recycle. If food packaging ends up in the bin it often can’t be recycled due to food waste contamination, which can spoil other recycling too.</p> <p>Who collects the waste from the new #CircleCity bins and where does it go?</p>

	<p>Our collection team will take the recycling to Bryson Recycling and from here:</p> <ul style="list-style-type: none"> • plastic is sent to facilities to be turned into new bottles, bags or clothes. • cans are taken to a facility where they're turned into new cans or other aluminium products. <p>What's the point in recycling? Shouldn't we just be using less?</p> <p>We should all take steps to reduce and reuse. We strongly encourage everyone to use reusable coffee cups and refillable water bottles. Tackling the waste problem needs multiple solutions and the more waste we can recycle and put back into use, the better. We can all do our bit.</p> <p>Do the new bins cover all of Belfast?</p> <p>We have installed the bins in high-footfall locations and if they prove successful at increasing recycling, we may expand them further across the city."</p>
<p>2.5</p>	<p>Should Members approve the Motion on a similar basis as the approach taken in Belfast; that is a three-month trial with some 25 bins located in areas of high footfall; then Officers will need to work up the proposal in detail and refer same back to Committee for approval.</p> <p>The Officer view is that such initiatives are useful in heightening public awareness in relation to Sustainability and the Circular Economy.</p>
<p>3.0</p>	<p>Recommendations</p>
	<p>Members are asked to consider the Motion and provide direction in relation to same.</p>
<p>4.0</p>	<p>Resource implications</p> <p>At this juncture it is not possible to quantify the resource implications until a decision in principle has been taken.</p>
<p>4.1</p>	
<p>5.0</p>	<p>Due regard to equality of opportunity and regard to good relations (complete the relevant sections)</p>
<p>5.1</p>	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p><i>n/a</i> <input type="checkbox"/></p>
<p>5.2</p>	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p>

	<p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p> <p><i>n/a</i></p>
6.0	Due regard to Rural Needs (please tick all that apply)
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p>
7.0	Appendices
	Appendix 1 –
8.0	Background Documents (web links)
8.1	Belfast #CircleCity (belfastcity.gov.uk)
8.2	Hubbub - Home

Report to:	Sustainability and Environment Committee
Date of Meeting:	22 August 2023
Subject:	Grant funding agreement with Office of Product Safety and Standards (OPSS) for 2023/24
Reporting Officer (Including Job Title):	Sinead Murphy, Assistant Director Environment
Contact Officer (Including Job Title):	Sinead Trainor, Head of Environmental Health (Commercial)

Confirm how this Report should be treated by placing an x in either: -

For decision	<input type="checkbox"/>	X	For noting only	<input type="checkbox"/>
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1.0	Purpose and Background
1.1	That Committee consider and agree to accept the grant funding offer for 2023/24 with Office of Product Safety and Standards (OPSS).
2.0	Key issues
2.1	<p>The Office for Product Safety and Standards (OPSS) is the national regulator for product safety. It was established to lead and co-ordinate the UK product safety system to deliver improved protections for consumers and better support for industry across the UK. It is responsible for developing and building national capacity and capability for product safety that is consistent and applied uniformly across the UK.</p> <p>OPSS provide a grant programme to support District Councils in Northern Ireland to build capacity and capability to ensure the safety of consumers. It funds targeted and prioritised regulatory activity on non-food consumer products. It is part of their approach to ensure robust market surveillance is in place across the UK.</p> <p>In 2023/24 a grant is available to District Councils in Northern Ireland to enhance enforcement capacity and capability to support their development of effective mechanisms to protect consumers and the UK internal market.</p> <p>The funding may be used for a range of activities on non-food products, including to:-</p> <ul style="list-style-type: none"> • build on previous product safety capacity and capability building work • ensure access to enforcement equipment and facilities; • provide advice and support to local businesses to meet their obligations under product safety legislation for importing and appropriate labelling/marketing of goods; • define work processes; • develop officers' understanding of local supply chains and their associated risks; and • ensure adequate prioritisation of effort and resource against OPSS policy and national regulatory interests • ad hoc requests for case studies or other additional information. <p>OPSS have been working in partnership with Environmental Health Northern Ireland and its Consumer Protection Subgroup for the past five years and to aid the completion of the EHNI CP Subgroup Workplan 2023/2024, which has been developed to support district councils' in taking a co-ordinated approach to forward planning of Consumer Protection activities, it is proposed that the Council accepts the funding offer.</p>

	The maximum amount of grant funding available is up to £55,000, this will be paid in quarterly instalments within financial year ending on 31st March 2024.
3.0	Recommendations
3.1	<p>Members are asked to:</p> <ul style="list-style-type: none"> Agree and accept the offer of OPSS Grant Funding for 2023/24
4.0	Resource implications
4.1	None. 100% Funding available
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	Due regard to Rural Needs (please tick all that apply)

<p>6.1</p>	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p> <p>If no, please complete the following:</p> <p>The policy / strategy / plan / public service is not influenced by rural needs <input type="checkbox"/></p>
<p>7.0</p>	<p>Appendices</p>
	<ul style="list-style-type: none"> • Appendix 1 - OPSS 2023/24 Grant Funding Agreement • Appendix 2 - EHNI CP SUBGROUP WORKPLAN 2023/2024
<p>8.0</p>	<p>Background Documents</p>
	<p>None</p>

EHNI CP SUBGROUP WORKPLAN 2023/2024

16

INTRODUCTION**Purpose**

- a. To provide a mechanism for bringing the EHNI vision into operation to promote population health and wellbeing and to link its activities to the EHNI vision priorities.
- b. To provide a forum of professional expertise in consumer protection, which facilitates liaison, promotes consistency of enforcement, co-ordinates promotional initiatives and encourages the provision of a quality consumer protection service across the council structures.
- c. To provide an effective liaison mechanism between constituent councils and other statutory bodies e.g. Office for Product Safety and Standards (OPSS), Department for Business, Energy & Industrial Strategy (BEIS), Trading Standards, Department of Health, Social Services & Public Safety (DHSSPS), Public Health Agency (PHA), Competition and Consumer Protection Commission (CCPC), HM Revenue & Customs (HMRC), Drug & Alcohol Co-Ordination Teams (DACTs), Northern Ireland Environment Agency (NIEA), Northern Ireland Fire and Rescue Service (NIFRS), Health and Safety Executive for Northern Ireland (HSENI), Invest NI, Royal Society for the Prevention of Accidents (RoSPA), Department for Levelling Up, Housing & Communities (DLUHC), Medicines and Healthcare Products Regulatory Agency (MHRA) and the Health Products Regulatory Authority (HPRA).
- d. To provide representation from NI at the National Product Safety Group (NPSG) and the Market Surveillance Governance Group to ensure consistent enforcement of consumer protection legislation, including the enforcement of the construction products regulations.
- e. To raise the profile of the district council consumer protection function, within the local authority (e.g., Economic Development, Communication teams etc) and with central and local government partners, the business sector and with the general public.
- f. To contribute to the development and maintenance of professional competence of Environmental Health Officers working in consumer protection enforcement.
- g. Ensure valuable learning from key work activities is shared on an on-going basis.
- h. To participate in market surveillance projects and activities to support businesses agreed reporting requirements, carrying out follow up on any non-compliance detected.

- i. To work with OPSS on developing product safety intelligence-gathering and prioritisation within NI.

Context

This work plan has been developed to support district councils' in taking a co-ordinated approach to forward planning of Consumer Protection activities. It will be reviewed and amended in future accordingly, in line with each council's corporate strategies and any 4 year strategy published by OPSS.

1. There is particular need to provide a forum and establish working groups to maintain and increase the knowledge base.
2. Councils have a statutory duty to enforce consumer protection legislation. The delivery of this consumer protection plan requires a well-resourced consumer protection function with adequate competent staff.
3. Capacity and capability for market surveillance in NI must be built and enhanced as part of a UK wide approach to ensure only safe and compliant non-food consumer goods enter the UK market and to support a successful, thriving and compliant business sector across NI.
4. It is essential that appropriate representation is provided from each council to ensure a consistent and co-ordinated approach to compliance with consumer products regulations.
5. There is a need for an intelligence led, risk based, co-ordinated and cohesive approach to product safety in Northern Ireland on goods throughout the supply chain. The support of OPSS is necessary to adequately assist in the delivery of the Consumer Protection function.
6. A variety of factors including changing consumer related trends, evolving business supply chains and the residual effect of the emergence of novel products on the wider marketplace, including those that are cheaper, lower quality and less safe. There is also an increase in the sale of goods in both the second-hand market and via home-based industries which continue to present challenges. As the need arises, the group will advise and provide relevant and appropriate guidance to businesses, consumers and enforcement officers.

This work plan has been designed to allow individual councils to align it to their corporate priorities.

Key Tasks and co-ordinated initiatives for forthcoming year

This work plan will be used by councils to inform their own service delivery plans in relation to a number of coordinated tasks and initiatives which would be undertaken by all 11 councils. Councils should also review and update their premises databases on an ongoing basis. The overall aim is to complete the below key tasks.

Councils should continue to work with business, community and statutory bodies to implement a joined-up approach to improve the consistency of consumer protection enforcement across Northern Ireland.

Task	Lead Council(s) / Completion Date
<p>A A member of the group to represent Northern Ireland at meetings of the:</p> <p>National Product Safety Group;</p> <p>Market Surveillance Governance Group.</p> <p>The purpose of representation at these groups is:</p> <ul style="list-style-type: none"> • to provide feedback to the EHNI CP Subgroup. • to ensure appropriate information sharing. • to act as points of contact to disseminate relevant policy objectives and relevant information. • to promote cross-departmental working. • to ensure consistent and effective delivery of product safety objectives. 	<p>D&S</p> <p>Chair of CP Subgroup</p> <p>Ongoing</p>
<p>B In conjunction with OPSS, upskill staff as required on product safety issues including the consistent enforcement of consumer protection regulations, the introduction of new legislation/standards and emerging issues.</p>	<p>All</p> <p>By: March 2024</p>
<p>C Improve the awareness of volatile substance abuse and related issues through advice to retailers and submit annual returns to the Chief EHO at DHSSPSS by April 2023.</p>	<p>All and BC (returns)</p> <p>By: April 2024</p>
<p>D Develop and deliver an intelligence led and co-ordinated approach to market surveillance relevant to Northern Ireland. This will include province-wide targeted market surveillance activities</p> <p>Aims, objectives and outcomes will be detailed in the associated market surveillance action plans and a summary report will be produced.</p> <p>Relevant officer guidance in line with the market surveillance projects undertaken will be developed to ensure consistency across all 11 councils. Relevant information and guidance for the business community will also be developed and disseminated via websites, working with council Economic Development/Business Teams and by direct contact</p>	<p>MS Project 1 Construction Products and Mica etc April 2023 – September 2023 D&S, F&O, M&EA, BCC</p> <p>MS Project 2 Jewellery Sept 2023 – Dec 2023 MU, A&N, AND</p> <p>OTHER LC, ABC, CC&G, NMD</p>

with relevant business from Environmental Health as appropriate.	
<p>E Maintain closer working relationships with relevant partners: (e.g. CPCC, HPRA, TS, Invest NI, DLUHC, MHRA, NIFRS, and HSENI).</p> <p>The purpose of maintaining these closer working relationships is to ensure effective communication and sharing of information where relevant; to develop mutual understanding of respective roles in order to promote cross departmental working and help to resolve cross cutting issues.</p>	All Ongoing
<p>F In task and finish groups, produce relevant officer and/or business guidance to ensure consistency and disseminate the information via websites, working with council Economic Development/Business Teams and by direct contact with relevant business from Environmental Health as appropriate.</p>	As Required
<p>H Continue to develop working relationships with other MS authorities including Border Force NI, HSENI and TSSNI and develop an NI Market Surveillance Group.</p>	All By March 2024
<p>I Promote consumer education initiatives via council media channels to help improve consumer awareness of product safety issues.</p>	All By: March 2024
<p>J Once clarity on outstanding MSC issues has been received, review and amend as necessary all Consumer Protection procedures to ensure consistency between councils.</p>	All By March 2024
<p>L Develop EHNI CP Subgroup Annual Plan. Review and amend the plan as required quarterly.</p>	All By: April 2024
<p>M Participate in OPSS/CTSI training as required</p>	All By April 2024

Learning and Development Needs Identified for forthcoming year

Training/Subject Title	Timescale	Provider	Costs
A PRISM			
B Relevant CP training on any future trading arrangements			
Training to support planned MS projects. e.g. Jewellery			
D Competency Certificate in Consumer Protection	By March 2024	OPSS/CTSI *Subject to agreement	

Resources

Resources Required to deliver on tasks	Provided by
Meetings: EHNI Representative and Chair - associated actions	Eoin Devlin, NM&D (until June 23) then EHNI Rep
Meetings: Secretary and associated actions	Eamonn Toner, DC&S
Meetings: Co-Chair and associated actions	Shauna Lagan, M&EA
Meetings: attendees and associated actions	Representation from the 11 councils. CP Subgroup reps: Eoin Devlin, EHNI and NM&D, Leona Kelly, BC, Karen Allen, A&N, Shauna Lagan, M&EA, Allison Collins, NM&D, Jill Boyd, ABC, Sarah Kinnear, A&ND, Phyllis Alexander, F&O, Monica McDonnell, MU, Amber Holmes, CC&G, Maeve Carey, L&C, Eamonn Toner, DC&S

Participation on Task and Finish Groups	As required/requested and approved. Membership should reflect expertise/interest on issues and whilst representation is not always necessarily required from each of the 11 councils, it is important that work is shared equally.
Participation on stakeholder groups including: <ul style="list-style-type: none"> National Product Safety Group Market Surveillance Governance Group CoPrime 	<p>Eamonn Toner, D&S</p> <p>Eoin Devlin, NM&D (until June 23) then EHNI Rep</p> <p>BC, A&N, M&EA NM&D</p>
Other tasks as they arise	<p>Shared among councils.</p> <p>Task 1:</p> <p>A Task and Finish Group to be established to consider the implications of of Judicial Review: <i>Neutral Citation No: [2023] NIKB 35</i> and report back to the CP Subgroup.</p> <p>BCC, L&C, A&N, M&EA and D&S</p> <p>Ongoing</p>

Meeting Dates and Venues for Year ahead

Date	Venue	Facilitator
20 April 2023	Teams	
08 June 2023	Belfast	
03 Aug 2023	Teams	
05 Oct 2023	Teams	
07 Dec 2023	TBC	
01 Feb 2024	Teams	
07 March 2024	TBC	



Department for
Business & Trade

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

Date: 21 June 23

Dear Eoin,

CAPACITY & CAPABILITY BUILDING PROGRAMME IN NORTHERN IRELAND: NON-FOOD PRODUCTS — 2023/24

1. I am pleased to inform you that Secretary of State for The Department of Business and Trade (referred to in this letter as "**We**"/ "**Us**"/ "**Our**"), offers **Newry, Mourne and Down District Council** (referred to in this letter as "**You**"/ "**Your**") a grant ("**Grant**") subject to Your agreement to, and compliance with, the terms and conditions set out in this agreement (the "**Grant Funding Agreement**").

The Grant Funding Agreement includes and incorporates this letter along with the following documents:

- ANNEX 1: The standard **Terms and Conditions**;
- ANNEX 2: The description of the **Funded Activities**;
- ANNEX 3: The **Payments Schedule**;
- ANNEX 4: Your **Bank details**;
- ANNEX 5: The **Eligible Expenditure**;
- ANNEX 6: The Grant Claim Form requirements (**this document is not included**)
- ANNEX 7: The **Contact details**

2. The Grant is offered under s.274(a) of the Enterprise Act 2002.

Amount of Grant

3. The maximum amount of Grant offered is up to £55,000 (fifty-five thousand pounds) and is provided to your District Council for the project outlined in Annex 2. This is the total amount of Grant that We may pay, and this amount will not be increased because of any overspend. This will be paid in financial year ending on 31st March 2024.

Purpose of Grant

4. The Grant is offered to You to contribute to certain expenditure (see paragraph 5, "**Eligible Expenditure**") where that expenditure is reasonably incurred by You in undertaking ("**the Funded Activities**").
5. A description of the Funded Activities is set out in **Annex 2** to this letter.

Eligible Expenditure

6. Subject to paragraphs 7 and 8, the Eligible Expenditure is limited to the costs specified in **Annex 5** to this letter.
7. Under no circumstances may the Grant be claimed or used to cover any Ineligible Expenditure listed in paragraph 5.3 of **Annex 1** to this Grant Funding Agreement or to cover costs incurred for those purposes (and any such costs do not constitute Eligible Expenditure for the purposes of this Grant Funding Agreement). The Eligible Expenditure must be kept to the minimum for the efficient conduct of the Funded Activities, and expenditure that We reasonably determine to be in excess of that amount does not constitute Eligible Expenditure.

Funding Period

8. The Eligible Expenditure for which the Grant is awarded is expenditure limited to costs which are incurred between **1st April 2023** and **31st March 2024**.

Payment of Grant

9. The Grant will be paid in arrears, on a reimbursement basis upon receipt from You of an invoice in the form set out in **Annex 6** to this Grant Funding Agreement.

Accountable Officer

- 10.1 You must appoint a person (the "**Accountable Officer**") responsible for ensuring that You use the Grant in compliance with the Grant Funding Agreement and notify Us of the identity of the Accountable Officer.
- 10.2 The Accountable Officer must maintain oversight of Your use of the Grant and:
 - a) safeguard, control and ensure the efficient, economical and effective management of the Grant;
 - b) advise You on the discharge of Your responsibilities under the Agreement and under any subsequent terms and conditions agreed by You and Us, or any guidance or other information notified by Us;
 - c) ensure that principles of probity, robust governance, transparency and value for money are maintained at all times in relation to the Grant;
 - d) be responsible for signing the accounts relating to the Grant, ensuring that they are properly prepared and presented and that proper accounting records are maintained in a form that complies with generally accepted accounting practices to which You are subject; and
 - e) ensure that conflicts of interest are avoided.

Grant Claims

11. Your Grant claim[s] must include the following:
 - a) the information and evidence required for the relevant instalment in Condition 4 in **Annex**

1; and

- b) accompanying that information and evidence, the appropriate assurance required by Condition 7 in **Annex 1**.

Reasonable assurance report

Not required.

Conditions Precedent

12. The offer of Grant is conditional on You providing Us with the following:
- a) the completed and signed form in **Annex 4** confirming Your bank details and the details of Your signatories.
 - b) evidence showing that an Accountable Officer has been appointed.
13. You must ensure that We receive the information and evidence required above within one month of the date of this Grant Funding Agreement. Should You fail to do so, or should We reasonably conclude that the information and evidence provided prior to that deadline is unsatisfactory, We shall be entitled to withdraw the Grant (and any Grant already paid by then will be repayable with interest).

Assets

Not applicable

Warranties

14. By signing this Grant Funding Agreement, you warrant and represent that:
- a) Your obligations under the Grant Funding Agreement are legal, valid, binding and enforceable;
 - b) all authorisations and consents necessary to enable You to enter into and perform the obligations in the Grant Funding Agreement have been obtained; and
 - c) the person signing this Grant Funding Agreement is duly authorised to sign on your behalf.
15. Nothing in the Grant Funding Agreement or the provision of Grant gives or is intended to give rise to contractual relations.

Notices and contact

16. In communicating with Us, Your contact within the Department of Business, Energy and Industrial Strategy is Debra Macleod (debra.macleod@BEIS.gov.uk)

Acceptance

17. If You wish to accept this offer, You must sign and date the duplicate copy of this Grant Funding Agreement as indicated below and return one signed copy to Us. It must be signed by someone

who is authorised to sign on behalf of your organisation. Please provide evidence of their authority to sign and bind your organisation. Please also provide a day-to-day contact name and email address.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Jonathan Eatough', with a large, stylized flourish at the end.

Jonathan Eatough
Deputy Chief Executive
Office for Product Safety & Standards

Agreement

I confirm, for and on behalf of Newry, Mourne and Down District Council, the agreement of Newry, Mourne and Down District Council to the terms and conditions set out or referred to in this Grant Funding Agreement.

Signed:

Printed Name:

Position:

Date:

Day to day contact for the Grant:

Name:

Position:

Email address:

Accountable Officer for the Grant:

Name:

Email address:

ANNEX 1

TERMS AND CONDITIONS

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1. INTRODUCTION

- 1.1 These are the conditions collectively (“the Conditions”) which apply to the Grant Recipient receiving the Grant from the Authority up to the Maximum Sum.
- 1.2 The parties confirm that it is their intention to be legally bound by this Grant Funding Agreement. Nothing in the Agreement or the provision of Grant gives or is intended to give rise to contractual relations.
- 1.3 The Authority makes this Grant to the Grant Recipient to build capacity and capability to ensure there is a robust consumer product and construction product safety system UK-wide. The criteria and deliverables requested are set out in **Annex 2**.

2. DEFINITIONS AND INTERPRETATION

- 2.1 Where they appear in these Conditions:

Annex means the annexes attached to these Conditions which form part of the Grant Funding Agreement;

Asset means any assets that are to be purchased or developed using the Grant including equipment or any other assets which may be a Fixed Asset or Major Asset as appropriate in the relevant context, and **Assets** will be construed accordingly;

Asset Owning Period means the period during which the Assets are recorded as Assets in the Grant Recipient’s accounts;

Authority means the Secretary of State for Business, Energy and Industrial Strategy;

Authority Personal Data means any Personal Data supplied for the purposes of, or in connection with, the Grant Funding Agreement by the Authority to the Grant Recipient;

Bribery Act means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;

Code of Conduct means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf, including any subsequent updates from time to time;

Commencement Date means the date on which the Grant Funding Agreement comes into effect, being the **1st April 2023**.

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party’s personnel) whether before or after the date of the Grant Funding Agreement, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
 - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and

- (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party; and
- (b) any information developed by the Parties in the course of delivering the Funded Activities;
- (c) the Authority Personal Data;
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 10 of these Conditions);
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

Contracting Authority means any contracting authority (other than the Authority) as defined in regulation 2 of the Public Contracts Regulations 2015 (as amended);

Controller and Processor take the meaning given in the UK GDPR;

Change of Control means the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party in one or more related transaction;

Crown Body means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

Data Protection Legislation means (i) the UK GDPR, and any applicable implementing Law as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy; and (iii) all applicable Law relating to the processing of Personal Data and privacy;

Disposal means the disposal, sale, transfer of an Asset or any interest in any Asset and includes any contract for disposal;

Domestic Law means an applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation which replaces EU law as a consequence of the UK leaving the European Union;

Domestic Successor means, as the context requires, either:

- (a) a body that takes over the functions of the European Commission in the United Kingdom on the date it withdraws from the European Union; or
- (b) the relevant court in the United Kingdom which takes over the functions of the Court of Justice of the European Union on the date the United Kingdom withdraws from the European Union;

Duplicate Funding means funding provided by a Third Party to the Grant Recipient, which is for the same purpose for which the Grant was made, but has not been declared to the Authority;

Eligibility Criteria mean the Authority's selection criteria used to determine who should be grant recipients including the Grant Recipient;

Eligible Expenditure means the expenditure incurred by the Grant Recipient during the Funding Period for the purposes of delivering the Funded Activities which comply in all respects with the eligibility rules set out in paragraph 5 of these Conditions;

EIR means the Environmental Information Regulations 2004;

Event of Default means an event or circumstance set out in paragraph 24.1;

Financial Year means from 1st April 2023 to 31st March 2024;

Fixed Assets means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced, constructed in connection with the Funded Activities;

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Funded Activities means the activities set out in **Annex 2**;

Funding Period means the period for which the Grant is awarded starting on the **1st April 2023** and ending on **31st March 2024**.

UK General Data Protection Regulation and **UK GDPR** means the General Data Protection Regulation (EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;

Grant means the sum or sums the Authority will pay to the Grant Recipient in accordance with the Grant Funding Agreement including but not limited to paragraph 4 of the Conditions and subject to the provisions set out at paragraph 24;

Grant Claim means the payment request invoice or documentation accompanying the invoice submitted by the Grant Recipient to the Authority for payment of the Grant in form specified by **Annex 6**;

Grant Funding Agreement means the Grant Funding Letter together with its Annexes, including but not limited to this **Annex 1**;

Grant Funding Letter means the letter the Authority issued to the Grant Recipient dated 21 June 2023

Grant Manager means the individual who has been nominated by the Authority to be the single point of contact for the Grant Recipient in relation to the Grant

HRA means the Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Ineligible Expenditure means expenditure incurred by the Grant Recipient which is not Eligible Expenditure and as set out in paragraph 5 of these Conditions;

Information Acts means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

Intellectual Property Rights or **IPRs** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

IPR Material means all material produced by the Grant Recipient or its Representatives in relation to the Funded Activities during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

Instalment Period means the intervals set out in **Annex 3** when the Authority will release payment of the Grant to the Grant Recipient during the Funding Period;

Joint Controllers means where two or more Controllers jointly determine the purposes and means of processing;

Law means any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

Losses means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

Match Funding means any contribution to the Funded Activities from a Third Party to the Grant Recipient to meet the balance of the Eligible Expenditure not supported by the Grant;

Maximum Sum means the maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities subject to paragraph 24;

Party means the Authority or Grant Recipient and **Parties** shall be each Party together;

Personal Data has the meaning given to it in the Data Protection Legislation as amended from time to time;

Procurement Regulations means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time;

Prohibited Act means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Funding Agreement; or
 - (ii) showing or not showing favour or disfavour to any person in relation to the Funding Agreement.
- (b) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to the Funding Agreement;
or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

Publication means any announcement, comment or publication of any publicity material by the Grant Recipient concerning the Funded Activities or the Authority;

Remedial Action Plan means the plan of action submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the Rectification Plan process set out in paragraphs 24.4

Representatives means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;

Special Payments means ex gratia expenditure **by the Grant Recipient to a third party** where no legal obligations exists for the payment and/or other extra-contractual expenditure. Special Payments may include, but is not limited to, out-of-court settlements, compensation or additional severance payments to the Grant Recipient's employees;

Third Party means any person or organisation other than the Grant Recipient or the Authority;

Unspent Monies means any monies paid to the Grant Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Financial Year, the Funding Period or because of termination or breach of these Conditions;

VAT means value added tax chargeable in the UK;

Working Day means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday.

2.2 In these Conditions, unless the context otherwise requires:

- (1) the singular includes the plural and vice versa;
- (2) reference to a gender includes the other gender and the neuter;
- (3) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

- (4) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (5) the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
- (6) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- (7) references to "representations" will be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Grant Funding Agreement;
- (8) references to "paragraphs" and "Annexes" are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
- (9) the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.

2.3 Where there is any conflict between the documents that make up this Grant Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:

2.3.1 The Grant Funding Letter;

2.3.2 The Annexes to the Grant Funding Letter except Annex 1 (Terms and Conditions); and

2.3.3 Annex 1 (Terms and Conditions).

CONDITIONS

3. DURATION AND PURPOSE OF THE GRANT

- 3.1 The Funding Period starts on 1st April 2023 (the **Commencement Date**) and ends on 31st March 2024 unless terminated earlier in accordance with this Grant Funding Agreement.
- 3.2 The Grant Recipient will ensure that the Funded Activities start on 1st April 2023 but where this has not been possible, that they start no later than one month after the Commencement Date.
- 3.3 The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities.
- 3.4 If the Authority wants to make a change to the Funded Activities (including for example reducing the Grant or removing some of the Funded Activities from the Grant) it may do so on one month's written notice to the Grant Recipient.

4. PAYMENT OF GRANT

- 4.1 Subject to the remainder of this paragraph, the Authority shall pay the Grant Recipient an amount not exceeding £55,000 (fifty-five thousand pounds). The Authority shall pay the Grant in pound sterling (GBP) and into a bank located in the UK.
- 4.2 The Grant Recipient must complete and sign the Confirmation of Bank Details and Signatories (**Annex 4**) as part of their acceptance of the Grant. No payment can be made in advance of receipt of a correctly completed and signed form.
- 4.3 The signatory must be the chief finance officer or someone with proper delegated authority. Any change of bank details must be notified immediately on the same form and signed by an approved signatory. Any change of signatory must be notified to the Authority for approval, as soon as known.
- 4.4 The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under the Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities
- 4.5 The Authority will only pay the Grant to the Grant Recipient in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities. The Authority will not pay the Grant until it is satisfied that the Grant Recipient has paid for the Funded Activities in full and the Funded Activities have been delivered during the Funding Period.
- 4.6 The Grant Recipient will provide the Authority with evidence of the costs/payments, which are classified as Eligible Expenditure in paragraph 5.2 which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.
- 4.7 The Grant Recipient shall declare to the Authority any Match Funding which been approved or received, before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient shall notify the Authority before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient shall confirm the amount, purpose and source of the Match Funding and the Authority shall confirm whether it is agreeable to the Grant Recipient accepting the Match Funding. If the Authority does not agree to the use of Match Funding the Authority shall be entitled to terminate the Grant Funding Agreement in accordance with paragraph 24.1.9 and where applicable, require all or part of the Grant to be repaid.
- 4.8 Where the use of Match Funding is permitted the Grant Recipient shall set out any Match Funding it receives in the format required by Annex 2 and send that to the Authority. This is so the Authority knows the total funding the Grant Recipient has received for the Funded Activities.
- 4.9 The Grant Recipient agrees that:
 - 4.9.1 it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant;
 - 4.9.2 the Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;
 - 4.9.3 The Authority will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Authority is satisfied that:
 - (i) the Grant will be used for Eligible Expenditure only; and

(ii) if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.

- 4.10 The Grant Recipient shall submit by the **31st of May 2024** the Grant Claim together with a copy of Annex 5 of these Conditions (Eligible Expenditure) and any other documentation as prescribed by the Authority, from time to time.
- 4.11 Unless otherwise stated in these Conditions, payment of the Grant will be made within 30 days of the Authority approving the Grant Recipient's Grant Claim.
- 4.12 The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 4.13 The Authority reserves the right not to pay any Grant Claims, which are not submitted within the period set out in paragraph 4.10 or Grant Claims, which are incomplete, incorrect, or submitted without the full supporting documentation.
- 4.14 The Grant Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this paragraph 4.14, shall fall due immediately. If the Grant Recipient fails to repay the due sum immediately the sum will be recoverable summarily as a civil debt.
- 4.15 The Grant will be paid into a bank account in the name of the Grant Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual Representatives of the Grant Recipient.
- 4.16 Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.
- 4.17 Onward payment of the Grant and the use of sub-contractors shall not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.
- 4.18 The Grant Recipient may not retain any Unspent Monies without the Authority's prior written permission.
- 4.19 If at the end of the relevant Financial Year there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to the Authority no later than 30 days of the Authority's request for repayment.

5. ELIGIBLE AND INELIGIBLE EXPENDITURE

- 5.1 The Authority will only pay the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities (as set out in Annex 2 of these Conditions).
- 5.2 The following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:
- 5.2.1 giving evidence to Parliamentary Select Committees;
- 5.2.2 attending meetings with government ministers or civil servants to discuss the progress of a

taxpayer funded grant scheme;

5.2.3 responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. To avoid doubt, Eligible Expenditure does not include the Grant Recipient spending The Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Grant Funding Agreement)

5.2.4 providing independent, evidence-based policy recommendations to local government, departments or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and

5.2.5 providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.

5.3 The Grant Recipient may not in any circumstances claim the following non-exhaustive list as Eligible Expenditure. The list below does not override activities which are deemed eligible in these Conditions:

5.3.1 Paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;

5.3.2 using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant;

5.3.3 using the Grant to petition for additional funding;

5.3.4 expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;

5.3.5 input VAT reclaimable by the grant recipient from HMRC;

5.3.6 payments for activities of a political or exclusively religious nature;

5.4 Other examples of expenditure, which are prohibited, include the following:

5.4.1 contributions in kind;

5.4.2 interest payments or service charge payments for finance leases;

5.4.3 gifts;

5.4.4 statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;

5.4.5 payments for works or activities which the grant recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;

5.4.6 bad debts to related parties;

5.4.7 Payments for unfair dismissal or other compensation;

5.4.8 depreciation, amortisation or impairment of assets owned by the Grant Recipient;

5.4.9 the acquisition or improvement of Assets by the Grant Recipient (unless the Grant is explicitly

for capital use – this will be stipulated in the Grant Funding Letter); and

5.4.10 liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.

6. MONITORING AND REPORTING

6.1 The Grant Recipient shall closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved.

6.2 The Grant Recipient shall provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement.

6.3 As a condition of the grant funding, the Authority will have an annual review meeting with the recipient, which will include a review of outcomes delivered.

6.4 The Grant Recipient will provide a quarterly report as specified in Annex 2 – the Funded Activities

6.5 The Grant Recipient will permit any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Grant Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.

6.6 The Grant Recipient will record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for.

6.7 The Grant Recipient will notify the Authority as soon as reasonably practicable of:

6.7.1 any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and

6.7.2 actual or potential variations to the Eligible Expenditure set out in Annex 5 of these Conditions and/or any event which materially affects the continued accuracy of such information.

6.8 The Grant recipient represents and undertakes (and shall repeat such representations delivery of its report:

6.8.1 that the reports and information it gives pursuant to this paragraph 6 are accurate;

6.8.2 that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and

6.8.3 that any data it provided pursuant to an application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

7. AUDITING AND ASSURANCE

7.1 Not used

- 7.2 The Grant Recipient will produce quarterly assurance data to the Authority covering; irregular payments (e.g., error, fraud, and non-compliance), prevented fraud and recoveries. A sample dashboard, or summary of the consolidated results could be shown to demonstrate how this Grant is monitored.
- 7.3 The Authority may, at any time during and up to one year after the end of the Grant Funding Agreement, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Grant Recipient agrees to grant the Authority or its Representatives access, as required, to all Funded Activities sites and relevant records. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors.
- 7.4 If the Authority requires further information, explanations and documents, in order for the Authority to establish that the Grant has been used properly in accordance with the Grant Funding Agreement, the Grant Recipient will, within 5 Working Days of a request by the Authority, provide the Authority, free of charge, with the requested information.
- 7.5 The Grant Recipient shall:
- 7.5.1 identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and
- 7.5.2 maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.

Retention of documents

- 7.6 The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure; income generated by the Funded Activities during the Funding Period for a period of one year from the date on which the Funding Period ends.
- 7.7 The Grant Recipient shall ensure that all its sub-contractors retain each record, item of data and document relating to the Funded Activities for a period of one year -from the date on which the Funding Period ends.
- 7.8 The Grant Recipient will promptly provide revised forecasts of income and expenditure:
- 7.8.1 when these forecasts increase or decrease by more than 5% of the original expenditure forecasts; and/or
- 7.8.2 at the request of the Authority.

8. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY

- 8.1. The Grant Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
- 8.2. The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. The Grant Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that system.

- 8.3. All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the Authority as soon as they are identified. The Grant Recipient shall explain to the Authority what steps are being taken to investigate the irregularity and shall keep the Authority informed about the progress of any such investigation. The Authority may however request that the matter referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party as required.
- 8.4. The Authority will have the right, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what is actually proven.
- 8.5. The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of Her Majesty's Revenue and Customs.
- 8.6. For the purposes of paragraph 8.4 "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Grant Funding Agreement. The Grant Recipient may be required to provide statements and evidence to the Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

9. CONFLICTS OF INTEREST

- 9.1. Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Funding Agreement.
- 9.2. The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

10. CONFIDENTIALITY

- 10.1. Except to the extent set out in this paragraph 10 or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to the Authority as confidential and shall not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.
- 10.2. The Grant Recipient gives its consent for the Authority to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Authority or the Grant Recipient redacted), including from time-to-time agreed changes to the Grant Funding Agreement.
- 10.3. Nothing in this paragraph 10 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
 - 10.3.1 for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or

10.3.2 to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;

10.3.3 where disclosure is required by Law, including under the Information Acts.

10.4 Nothing in this paragraph 10 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

11 TRANSPARENCY

11.1 The Authority and the Grant Recipient acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Grant Funding Agreement is not confidential.

12. STATUTORY DUTIES

12.1. The Grant Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Acts and the HRA.

12.2. Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts.

12.3. On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.

12.4. The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Grant Funding Agreement without consulting the Grant Recipient.

12.5. The Authority will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Funding Agreement, the Authority will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

13. DATA PROTECTION AND PUBLIC PROCUREMENT

Data Protection

13.1 The Grant Recipient and the Authority will comply at all times with its respective obligations under Data Protection Legislation.

13.2 The Parties agree to enter into a separate Memorandum of Understanding (annexed hereto at **Annex 8** in respect of the processing activities that the Grant Recipient and any further beneficiaries of the Grant will carry out.

- 13.3 To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes of this Grant Funding Agreement, the Parties accept that they are each a separate independent Controller in respect of such Personal Data. Each Party:
- (i) shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data
 - (ii) will be individually and separately responsible for its own compliance; and
 - (iii) do not and will not Process any Personal Data as Joint Controllers
- 13.4 Each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisation measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

Public Procurement

- 13.5 The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities will adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
- 13.6 Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Grant Funding Agreement and the Authority shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 Intellectual Property in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.
- 14.2 The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting other projects.
- 14.3 Ownership of Third-Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 14.4 The Grant Recipient must ensure that they have obtained the relevant agreement from the Third-Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third-Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third-Party software.

15. ENVIRONMENTAL REQUIREMENTS

- 15.1 The Grant Recipient shall perform the Funded Activities in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

15.2 The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.

15.3 The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

16. ASSETS

Not applicable.

17. INSURANCE

17.1 The Grant Recipient will during the term of the Funding Period and for three years after termination or expiry of these Conditions, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Grant Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Grant Funding Agreement.

17.2 The Grant Recipient will upon request produce to the Authority its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

18. ASSIGNMENT

18.1 The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Funding Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.

18.2 Any approval given by the Authority will be subject to a condition that the Grant Recipient has first entered into a Grant Funding Agreement, authorised by the Authority, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.

19. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY

19.1 The Grant Recipient must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant.

19.2 The Grant Recipient should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objective to secure value for money.

20. LOSSES, GIFTS AND SPECIAL PAYMENTS

20.1 The Grant Recipient must obtain prior written consent from the Authority before:

20.1.1 writing off any debts or liabilities.

20.1.2 offering to make any Special Payments; and

20.1.3 giving any gifts.

in connection with this Grant Funding Agreement.

20.2 The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

21. BORROWING

21.1 The Grant Recipient must obtain prior written consent from the Authority before:

21.1.1 borrowing or lending money from any source in connection with the Grant Funding Agreement; and

21.1.2 giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement or have any impact on the Grant Recipient's ability to deliver the Funded Activities set out in the Grant Funding Agreement.

22. PUBLICITY

22.1 The Grant Recipient gives consents to the Authority to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Grant Recipient's initial Grant application or any monitoring reports submitted to the Authority in accordance with paragraph 6.2 of these Conditions.

22.2 The Grant Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.

23. CHANGES TO THE AUTHORITY'S REQUIREMENTS

23.1 The Authority will notify the Grant Recipient of any changes to their activities, which are supported by the Grant.

23.2 The Grant Recipient will accommodate any changes to the Authority's needs and requirements under these Conditions.

24. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION

Events of Default

24.1 The Authority may exercise its rights set out in paragraph 24.2 if any of the following events occur:

24.1.1 the Grant Recipient uses the Grant for a purpose other than the Funded Activities;

24.1.2 the Grant Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the Authority.

- 24.1.3 where delivery of the Funded Activities does not start within three months of the Commencement Date and the Grant Recipient fails to provide the Authority with a satisfactory explanation for the delay, or failed to agree a new date on which the Funded Activities shall start with the Authority;
- 24.1.4 the Grant Recipient uses the Grant for Ineligible Expenditure.
- 24.1.5 the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities and, with meeting the Agreed Outputs set out in Annex 2 of these Conditions.
- 24.1.6 the Grant Recipient fails to:
- (i) submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to paragraph 24.3.4, or
 - (ii) improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority.
- 24.1.7 the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption).
- 24.1.8 the Grant Recipient fails to declare Duplicate Funding.
- 24.1.9 the Grant Recipient fails to declare any Match Funding in accordance with paragraph 4.7;
- 24.1.10 the Grant Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute.
- 24.1.11 the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in their grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant.
- 24.1.12 the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as they become aware of it;
- 24.1.13 the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
- (i) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority; or
 - (ii) taken any actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context.
 - (iii) transferred, assigns or novates the Grant to any Third Party without the Authority's consent.

- (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities.

24.1.14 the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation).

24.1.15 the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due.

24.1.16 The Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with paragraph 29.2.

24.1.17 The Grant Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:

- (i) will be materially detrimental to the Funded Activities and/or.
- (ii) the new body corporate cannot continue to receive the Grant because they do not meet the Eligibility Criteria used to award the Grant to the Grant Recipient.
- (iii) the Authority believes that the Change of Control would raise national security concerns and/or.
- (iv) the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.

24.2 Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall notify the Grant Recipient to that effect in writing, setting out any relevant details, of the failure to comply with these Conditions or pertaining the Event of Default, and details of any action that the Authority intends to take or has taken.

Rights reserved for the Authority in relation to an Event of Default

24.3 Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall take any one or more of the following actions:

24.3.1 suspend or terminate the payment of all or part of the Grant for such period as the Authority shall determine; and/or

24.3.2 reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or

24.3.3 require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt; and/or

24.3.4 give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraph 24.4 and/or

24.3.5 terminate the Grant Funding Agreement.

Opportunity for the Grant Recipient to remedy an Event of Default

- 24.4 Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 24.3.4, the draft Remedial Action Plan shall be submitted to the Authority for approval, within 5 Working Days of the Grant Recipient receiving notice from the Authority.
- 24.5 The draft Remedial Action Plan shall set out:
- 24.5.1 full details of the Event of Default; and
 - 24.5.2 the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.
- 24.6 On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Grant Recipient.
- 24.7 The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.
- 24.8 If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.
- 24.9 If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Grant Funding Agreement.
- 24.10 The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either paragraph 24.3.3 or 24.3.4 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.

General Termination rights – Termination for Convenience

- 24.11 Notwithstanding the Authority's right to terminate the Grant Funding Agreement pursuant to paragraph 24.3.4 above, either Party may terminate the Grant Funding Agreement at any time by giving at least three months written notice to the other Party.
- 24.12 If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Grant Funding Agreement and approved by the Authority as being required to finalise the Funded Activities) shall be returned to the Authority within 30 days of the date of receipt of a written notice of termination from the Authority.
- 24.13 If the Authority terminates the Grant Funding Agreement in accordance with paragraph 24.11 the Authority may choose to pay the Grant Recipient's reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs will be identified by the Grant Recipient and will be subject to the Grant Recipient demonstrating that they have taken adequate steps to mitigate their costs. For the avoidance of doubt, the amount of reasonable costs payable will be determined solely by the Authority.

- 24.14 The Authority will not be liable to pay any of the Grant Recipient's costs or those of any contractor/supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.
- 24.15 Nothing in the Grant Funding Agreement will affect any provision which is expressly or by implication intended to apply or continue to apply for any reason following termination of this Agreement.

Change of Control

- 24.16 The Grant Recipient shall notify the Authority immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
- 24.17 The Grant Recipient shall ensure that any notification made pursuant to paragraph 24.16 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 24.18 Where the Grant Recipient has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under paragraph 24.16 shall include any changes to the consortium members as well as the lead Grant Recipient.
- 24.19 Following notification of a Change of Control the Authority shall be entitled to exercise its rights under paragraph 24.1 of these Conditions by providing the Grant Recipient with notification of its proposed action in writing within three months of:
- (i) being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
 - (ii) where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,
- 24.20 The Authority shall not be entitled to terminate where an approval was granted prior to the Change of Control.

25. EXIT PLAN

- 25.1 Where the Authority requires the Grant Recipient to prepare an Exit Plan to allow the cessation or seamless transfer of the Funded Activities, the Grant Recipient shall prepare the Exit Plan within three months of the signing of the Grant Funding Agreement.

26. DISPUTE RESOLUTION

- 26.1 The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.
- 26.2 All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminates the Grant Funding Agreement) shall be referred in the first instance to the Parties Representatives.

- 26.3 If the dispute cannot be resolved between the Parties Representatives within a maximum of 30 days, then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's chief executive (or equivalent).

27. LIMITATION OF LIABILITY

- 27.1 The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering/running the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless the Authority, its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Grant Funding Agreement or its obligations to Third Parties.

- 27.2 Subject to this paragraph 27, the Authority's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

28. VAT

- 28.1 If VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.

- 28.2 All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Grant Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

29. CODE OF CONDUCT FOR GRANT RECIPIENTS

- 29.1 The Grant Recipients acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct, which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.

- 29.2 The Grant Recipient shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.

- 29.3 The Grant Recipient acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with paragraph 24.1.7.

30. NOTICES

- 30.1 All notices and other communications in relation to this Grant Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in Annex 7 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 7 (Contact Details). If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be

deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

31. GOVERNING LAW

- 31.1 These Conditions will be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the English and Welsh courts.

ANNEX 2 – THE FUNDED ACTIVITIES

Purpose of the Grant

The purpose of the grant programme is to support District Councils in Northern Ireland to build capacity and capability to ensure the safety of consumers. It funds targeted and prioritised regulatory activity on non-food consumer products. This is part of our approach to ensure we have robust market surveillance across the UK.

Background

The Office for Product Safety and Standards (OPSS) is the national regulator for product safety. It was established to lead and co-ordinate the UK product safety system to deliver improved protections for consumers and better support for industry across the UK. It is responsible for developing and building national capacity and capability for product safety that is consistent and applied uniformly across the UK.

Aims and Objectives of the Funded Activities

The Grant is provided to District Councils in Northern Ireland to enhance enforcement capacity and capability to support their development of effective mechanisms to protect consumers and the UK internal market.

The funding may be used for a range of activity on non-food products, including to:-

- build on previous product safety capacity and capability building work
- ensure access to enforcement equipment and facilities;
- provide advice and support to local businesses to meet their obligations under product safety legislation for importing and appropriate labelling/marketing of goods;
- define work processes;
- develop officers' understanding of local supply chains and their associated risks; and
- ensure adequate prioritisation of effort and resource against OPSS policy and national regulatory interests
- ad hoc requests for case studies or other additional information.

Reporting Arrangements

These are expected to include: inputs to relevant databases; quarterly submission of records of activity (format to be agreed); and a review meeting at the end of the grant funding year.

During the year OPSS may seek information about operational methods, activities, engagement with businesses and outcomes.

ANNEX 3 – PAYMENT SCHEDULE

The Authority will pay the grant on receipt of eligible expenditure claims. Payment will be made in arrears (September 2023, December 2023 and March 2024).

All invoices to be submitted quarterly through the LAU.OPSS@beis.gov.uk email address. All claims should be submitted by 31st May 2024.

When making a Grant claim, as set out in the standard terms and conditions in the Grant Funding Agreement, we may request, and you must supply proof of expenditure and any other supporting documentation as we may require.

ANNEX 4 – GRANT RECIPIENT’S BANK DETAILS

Guidance: The Grant Recipient must complete parts 1 to 5. Part 5 must only be completed by the person who signed the Grant Funding Agreement with the Authority, or their replacement.

The Grant Recipient should take a photocopy of the form for their records and return the original along with the signed Grant Funding Agreement to the address indicated in the Grant Funding Agreement.

Part 1: Grant recipient details

<p>Name of Main Grant Holder</p> <input style="width: 100%; height: 30px;" type="text"/>	<p>Address of Grant Holder</p> <input style="width: 100%; height: 100px;" type="text"/>
<p>Grant Determination number</p> <input style="width: 100%; height: 30px;" type="text"/>	<p>Postcode:</p> <input style="width: 100%; height: 30px;" type="text"/>
<p>Grant name</p> <input style="width: 100%; height: 30px;" type="text"/>	<p>Contact telephone number</p> <input style="width: 100%; height: 30px;" type="text"/>

Part 2: Bank details

<p>Bank / Building Society name</p> <input style="width: 100%; height: 30px;" type="text"/>	<p>Account name</p> <input style="width: 100%; height: 30px;" type="text"/>
<p>Branch name</p> <input style="width: 100%; height: 30px;" type="text"/>	<p>Account number</p> <input style="width: 100%; height: 30px;" type="text"/>
<p>Bank sort code</p> <input style="width: 20px; height: 20px;" type="text"/> - <input style="width: 20px; height: 20px;" type="text"/> - <input style="width: 20px; height: 20px;" type="text"/>	<p>Account type</p> <input style="width: 100%; height: 30px;" type="text"/>
<p>Building Society roll number</p> <input style="width: 100%; height: 30px;" type="text"/>	<p>Branch address</p> <input style="width: 100%; height: 30px;" type="text"/>
	<p>Postcode:</p> <input style="width: 100%; height: 30px;" type="text"/>

Part 3: Address for remittance advice

Choose one method only

Send our remittance advice by post ►

Send our remittance advice via email

<p>Postal address (if different from Part 1)</p> <input style="width: 100%; height: 30px;" type="text"/>
<p>Postcode</p> <input style="width: 100%; height: 30px;" type="text"/>

Part 4: Authorised signatories

The names and specimen signatures of people authorised to sign claim forms on behalf of the person who signed the Grant Funding Agreement are shown below. These signatures are binding on this organisation in respect of the Agreement.

<p>Name</p> <input style="width: 100%; height: 25px;" type="text"/> <p>Position in the organisation</p> <input style="width: 100%; height: 25px;" type="text"/> <p>Signature</p> <input style="width: 100%; height: 40px;" type="text"/> <p>Date</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> </table>					<p>Name</p> <input style="width: 100%; height: 25px;" type="text"/> <p>Position in the organisation</p> <input style="width: 100%; height: 25px;" type="text"/> <p>Signature</p> <input style="width: 100%; height: 40px;" type="text"/> <p>Date</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> </table>				

Part 5: Grant recipient declaration

To be completed by the person who signed the Grant Funding Agreement

- I certify that the information given on this form is correct.
- I agree that following discussions, any overpayments can be automatically recovered from future payments.

<p>Name</p> <input style="width: 100%; height: 45px;" type="text"/> <p>Date</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> </table>					<p>Signature <i>(the person who signed the agreement)</i></p> <input style="width: 100%; height: 45px;" type="text"/>

Return this form to the address indicated in the Grant letter, alongside a signed Grant Funding Agreement.

General Data Protection Regulation (2018): The information on this form will be recorded on the Authority’s computer system. The information provided will be used for paying your fees and will not be passed to anyone outside of the Authority without the permission of the Grant Recipient.

ANNEX 5 – ELIGIBLE EXPENDITURE SCHEDULE

(breakdown of forecast grant expenditure)

[Guidance: Details of eligible expenditure must be included in all funding agreements, including items of expenditure that are expressly ineligible. Grant recipients are required to provide evidence of their grant expenditure]

Item of Expenditure	Budget (in UK Sterling)/forecast expenditure

ANNEX 7 – CONTACT DETAILS

The main departmental contact in connection with the Grant is:

Name of contact	Debra MacLeod
Position in organisation	Head of Local Authority Unit - Engagement (LAU)
Email address	debra.macleod@beis.gov.uk
LAU Email address	LAU.opss@beis.gov.uk
Telephone number	(0) 7909 527 613
Fax number	
Postal address	1 Victoria St, London SW1H 0ET

This information is correct at the date of the Grant Funding Agreement. The Authority will send you a revised contact sheet if any of the details change.

The Grant Recipient's main contact in connection with the Grant Funding Agreement is:

Reference	
Organisation	
Name of contact	
Position in organisation	
Email address	
Telephone number	
Fax number	
Postal address	

Please inform the Authority if the Grant Recipient's main contact changes.

Report to:	S&E Committee
Date of Meeting:	22 nd August 2023
Subject:	Sustainability Section Update
Reporting Officer (Including Job Title):	Andrew Cassells, Director of Sustainability and Environment
Contact Officer (Including Job Title):	Brian Rankin, Head of Service - Sustainability

Confirm how this Report should be treated by placing an x in either:-

For decision	<input type="checkbox"/>	For noting only	<input checked="" type="checkbox"/>
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1.0	Purpose and Background
1.1	To provide an update on areas of work being carried out by the Sustainability Section.
2.0	Key issues
2.1	A summary of some recent areas of work and examples of future actions are noted below. This is not an exclusive list of all actions, but is intended to update on key areas of interest.
2.2	Climate Change on our Risk Register – We are currently reviewing our risk register to consider including Climate Change and identifying key action being undertaken.
2.3	Sustainability and Climate Change Strategy and Annual Action Plans – AHC Committee and Council recently approved the development of a strategy and action plan, with a Sustainability and Environment Statement also approved. The new Strategy and first Action Plan are intended to be brought to S&E Committee in March 2024, with engagement with elected representatives planned for later this year. We also intend to appoint a consultant in 2024 to support in identifying our carbon baseline and setting future targets (to align with targets expected from NI’s first Climate Action Plan).
2.4	Development of a Climate Adaptation plan – We are working with ClimateNI to deliver a climate adaptation plan for our council, which will look at associated risks relating to climate change and propose actions. This will be completed by the end of March 2024.
2.5	Development of a Biodiversity Strategy and Action Plan - This will follow on from our previous Local Biodiversity Action Plan and will focus on our own estate, alongside raising awareness across the district. It is intended to be completed by end of 2023.
2.6	Transport and Electric Vehicles (EVs) – A number of initiatives are progressing: <ul style="list-style-type: none"> ▪ The Active Travel Masterplan has been completed and various potential projects and initiatives continue to be considered, with ongoing engagement with DfI. ▪ Council continues to operate a cycle to work scheme (there were 16 applicants with an estimated spend of £21,590 in response to our recent call) and have led on training initiatives for staff and local organisations etc. ▪ We are continuing to progress our proposal to pilot electric vans within our fleet, including engaging with NIE on available grid capacity at sites.

	<ul style="list-style-type: none"> ▪ As a partner in a shared island project we are considering options to decarbonise our fleet, with a report and recommendations expected by Autumn 2023. ▪ We are involved in 2 projects, with other councils, to provide public EV charging infrastructure. <ul style="list-style-type: none"> ○ 'ORCS' project – we intend to install 18 dual EV chargers (36 chargers/spaces) across our district, to support those who are not be able to install a home charger. ○ 'FASTER' project – we intend to install a number of 'fast' chargers (~50kW) at some of our sites, including some of our leisure centres. <p>Both projects intend to have chargers in place in 2023/24, although are subject to procurement and agreed external funding. Prior to considering other opportunities for public EV infrastructure we would seek to learn lessons from these projects.</p> <p>Council are also engaging with ESB on potential upgrades of their existing public EV chargers on council land.</p>
<p>2.7</p>	<p>Energy Costs, Procurement and Contract Management – Council have a vacant energy post at present and are considering options to fill this position to allow further work in this important area to be taken forward.</p> <ul style="list-style-type: none"> ▪ Like all other councils and businesses, we have been impacted by unprecedented rises and volatility of wholesale energy costs in the last two years. However, in recent months these wholesale costs have reduced and so if this trend continues, and no other unforeseen events occur, then we should see a significant reduction in energy costs in 2023/24 compared to 2022/23. ▪ In 2023 our Head of Sustainability led a collaborative procurement exercise across 10 councils, to procure electricity and natural gas. These contracts had an estimated combined contract value at that time of almost £50m. ▪ As an outcome of these procurement exercises we have entered into new contracts for electricity and natural gas. Both run to April 2024 initially, but may be extended for 12 months. Both contracts are based on a variable prices and so council will have benefited from the recent reductions in wholesale energy costs. ▪ Under both contracts the supplier margin is fixed and when compared to the supplier margin of previous contracts this is expected to deliver a saving in the region of £46,500 (in addition to savings related to the drop in wholesale energy costs). ▪ As part of our new electricity contract we have agreed not to purchase 'green electricity' as this would result in an additional significant cost of around £36,000 per year. As an alternative, SMT have approved that this anticipated spend could be used as a budget to undertake work in our council area to reduce local emissions and deliver financial savings. The installation of solar PV at Downpatrick Leisure Centre has been proposed as a potential suitable project with a business case to be progressed. ▪ We are continuing to engage with our current and previous energy providers to ensure energy costs are accurate.
<p>2.8</p>	<p>Renewable Electricity Generation - Council have in the region of 20 sites where solar PV has been installed. A database has been developed and we have taken steps in 2023 to ensure that all available income from 'ROCs' and exported electricity is being received. As noted above, we intend to explore further the option for installing solar PV at Downpatrick Leisure Centre, and we have also committed to carrying out a feasibility study to consider solar farms at our landfill sites.</p>
<p>2.9</p>	<p>Environmental Education and Support - AHC Committee and Council have recently approved the continued support of the Keep Northern Ireland Beautiful (KNIB) Live Here Love Here campaign and Eco-schools, at a cost of £28,975, with an SLA to be signed. A</p>

<p>2.10</p>	<p>proportion of these costs (around £13,000) are allocated to a small grants programme to support local communities in our area. Two of our financial support schemes, totalling £20,000, also relate to the areas of biodiversity and sustainable foods. The sustainability section directly engage with local schools in our area, with initiatives such as annual billboard and youth speak events. We are also seeking to attend various wider events and regularly provide information to staff (to include a regular newsletter).</p> <p>Wider Sustainability Initiatives - The sustainability section works on a wider range of initiatives, with examples including Fairtrade promotion, work on single use plastics, engagement with NIWater on their refillution campaign, the recent installation of water fountains, and support for a recent collaborative feasibility study across a number of councils in relation to carbon offsetting. We are also active in the area of sustainable foods and participate in the sustainable food places campaign, supporting local food partnerships. We intend to apply for the sustainable foods partnership bronze award in Autumn and will provide a further update to Committee in relation to sustainable foods in coming months.</p>
<p>3.0</p>	<p>Recommendations</p>
<p>3.1</p>	<p>The Committee are asked to note this update on areas of work being carried out by the Sustainability Section.</p>
<p>4.0</p>	<p>Resource implications</p>
<p>4.1</p>	<p>The vacant Energy post has been noted, with options being considered on filling this position to allow further work in this important area to be taken forward.</p>
<p>5.0</p>	<p>Due regard to equality of opportunity and regard to good relations (complete the relevant sections)</p>
<p>5.1</p>	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
<p>5.2</p>	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>

<p>5.3</p>	<p>Proposal initiating consultation</p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
<p>6.0</p>	<p>Due regard to Rural Needs (please tick all that apply)</p>
<p>6.1</p>	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p> <p>If no, please complete the following:</p> <p>The policy / strategy / plan / public service is not influenced by rural needs <input type="checkbox"/></p>
<p>7.0</p>	<p>Appendices</p>
	<p>None</p>
<p>8.0</p>	<p>Background Documents</p>
	<p>None</p>

Roads Southern Division



The Chief Executive
Newry Mourne & Down District Council
O'Hagan House
Monaghan Row
NEWRY
BT35 8DJ

Marlborough House,
Central Way
Craigavon
BT64 1AD
Tel: 0300 200 7892
Email:
Southernlandsteam@infrastructure-ni.gov.uk

Your reference:
Our reference: RAB/611/21/KM

Date: 31 October 2022

Dear Sir/Madam

PROPOSED ABANDONMENT OF A STRETCH OF THE U6025 DONAGHMORE ROAD JERRETTSPASS, NEWRY

Following a request from an adjacent landowner and reports of illegal dumping the Department has proposals to abandon a stretch of the U6025 Donaghmore Road Jerrettspass that is no longer required as part of the public roads network. The stretch of road in question is shown shaded red on the attached map. The superseded road was stopped-up to vehicular traffic as part of the Stopping-Up Order - Trunk Road T4 (Greenan to Corgary) Order (Northern Ireland) 2003. The stretch of road has been superseded by the construction of the Dualling of the A1 – Loughbrickland to Beechhill, Newry road scheme which was completed in 2004.

If the Abandonment Order is successful the ownership of the bed and soil of the old road will revert to the Department as legal owner and following the making of the order the land may be considered for disposal and sale.

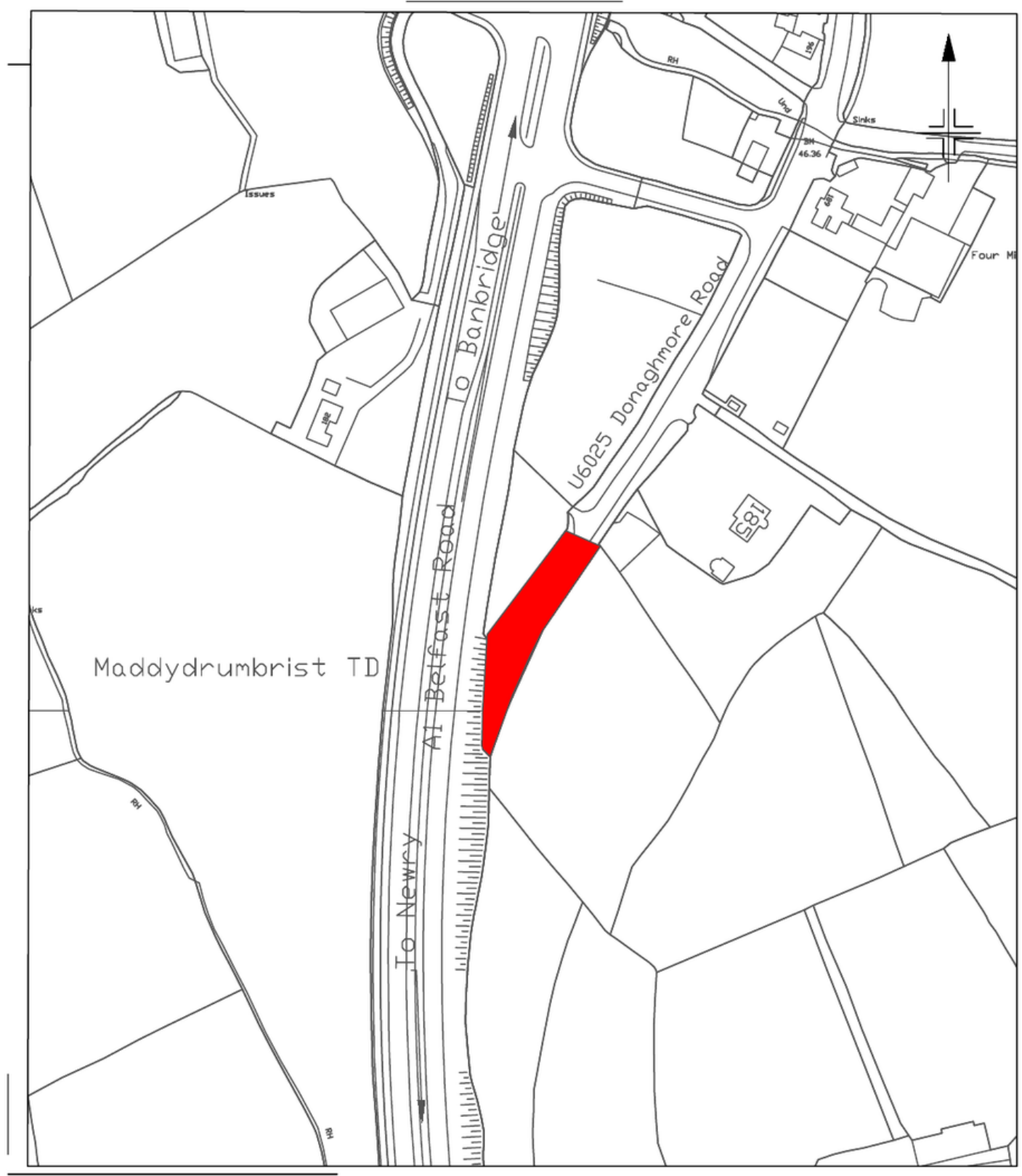
Please advise, if possible before the 12th December 2022, whether or not you have any objections to the proposals.

Yours faithfully,

Kieran McQuaid


K McQuaid
Lands Officer

Ordnance Survey of Northern Ireland ACE MAP



Abandonment of stretch of U6025 Donaghmore Road, Jerretspass, Newry

OS Map Ref: 25203NE, 25203SE
 Scale: 1:2500
 Date: Oct 22
 File ref: RAB/611/21

Key	Folio	Area
	Area to be abandoned	1731sqm.

ROADS Service

ROADS SERVICE CONSULTANCY

Marlborough House
 Central Way
 Craigavon
 BT64 1AD

Telephone: 02838 341144
 Fax: 02838 341867

abcd
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Amended by A.M. 1/4/09

Report to:	Sustainability & Environment Committee
Date of Meeting:	xx August 2023
Subject:	Oil spill in Newry Canal at WIN Industrial Estate
Reporting Officer (Including Job Title):	Aidan Mallon, Head of Maintenance
Contact Officer (Including Job Title):	Aidan Mallon, Head of Maintenance

Confirm how this Report should be treated by placing an x in either: -

For decision	X	For noting only	
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1.0	Purpose and Background
1.1	The purpose of this report is to provide the Committee with an update on actions completed because of an oil spill into Newry Canal on 15 th March 2023.
2.0	Key Issues
2.1	<p>This matter was raised by a member of the public on 16th March 2023, where thick black oil was noticed in the canal at WIN Industrial Estate.</p> <p>Council Officers attended the scene and staff deployed booms with the assistance of an outside contractor to contain the oil.</p> <p>NIEA and PSNI were informed, and it was ascertained that the oil originated from the WIN Industrial Estate through a storm drain.</p>
2.2	<p>Council Officers worked with NIEA to develop a plan to deal with the oil spill.</p> <p>An Oil Spill UK registered company were required under NIEA regulations, with Adlar and Allan being engaged to oversee the process.</p> <p>Council staff removed contaminated vegetation and stockpiled on the bank of the canal with protective screens enclosing the area.</p> <p>MAC Waste were engaged to remove the contaminated waste and skim the surface of the canal to remove oil residue.</p> <p>Adlar & Allan provided water sampling and certificates of water compliance.</p> <p>Report from NIEA to be obtained.</p> <p>Council Legal Team have written to NIEA in order to pursue the recovery of costs.</p>
3.0	Recommendations
3.1	Members are asked to Note the Contents of the Report
4.0	Resource implications

4.1	Officer time, Canal Squad time and resources circa £4,800. Glenvale Waste initial call out and booms £890 Adlar & Allan consultancy and certification £9,055.15 MAC Waste removal and disposal of Hazardous Waste £12,000
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated these processes will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Newry Mourne & Down Legal team will try to ascertain responsibility from NIEA investigation and recoup monies spent by Council <input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	Due regard to Rural Needs (please tick all that apply)
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p>

7.0	Appendices
7.1	Appendix A: Photographs of Oil Spill
8.0	<p>Background Documents</p> <p><i>This relates to meeting requirements outlined in Part 8 of the Local Government Act (NI) 2014, Access to Meetings and Documents, wherein for four years after a meeting the following must be available at the Council Offices and on the website:</i></p> <p><i>Background papers which are defined as those documents relating to the subject matter of a report which:</i></p> <ul style="list-style-type: none"> <i>a) Disclose any facts or matters which in the opinion of the Chief Executive, the report or an important part of the report is based upon; and</i> <i>b) Have, in the Chief Executive's opinion, been relied upon to a material extent in preparing the report.</i> <p><i>These are documents on which the report, or an important part of the report, is based upon and have been relied upon to a material extent in preparing the report.</i></p>
8.1	None.

Appendix A

Oil spill WIN



Boom at source of oil spill



Source of oil spill in WIN Industrial Estate



Booms placed to prevent oil spreading along canal towards City Centre



MAC Waste removing contaminated material



ITEM 4
ARC21 JOINT COMMITTEE
Virtual Meeting No 78
MINUTES
Thursday 30 March 2023

Members Present:

Councillor M Goodman (<i>Deputy Chair</i>)	Antrim & Newtownabbey Borough Council
Councillor A Bennington	Antrim & Newtownabbey Borough Council
Councillor R Kinnear	Antrim & Newtownabbey Borough Council
Alderman A McDowell	Ards & North Down Borough Council
Alderman R Gibson	Ards & North Down Borough Council
Councillor R McMullan	Belfast City Council
Alderman D Drysdale (<i>Chair</i>)	Lisburn & Castlereagh City Council
Councillor S Lee	Lisburn & Castlereagh City Council

Members' Apologies:

Alderman A Carson	Ards & North Down Borough Council
Councillor F Ferguson	Belfast City Council
Councillor JJ Magee	Belfast City Council
Councillor M Gregg	Lisburn & Castlereagh City Council
Councillor D Reid	Mid & East Antrim Borough Council
Councillor I Friary	Mid & East Antrim Borough Council
Alderman R Cherry	Mid & East Antrim Borough Council
Councillor J Brennan	Newry, Mourne & Down District Council
Councillor R Burgess	Newry, Mourne & Down District Council
Councillor C Bowsie	Newry, Mourne & Down District Council

Officers Present:

T Walker	arc21
H Campbell	arc21
J Green	arc21
K Boal	arc21
B McKeown	arc21
M Laverty	Antrim & Newtownabbey Borough Council
N Martin	Ards & North Down Borough Council
C Matthews	Belfast City Council
J McConnell	Belfast City Council
N O'Malley	Mid & East Antrim Borough Council
P Thompson	Mid & East Antrim Borough Council

Officers' Apologies:

G Craig	arc21
D Lindsay	Ards & North Down Borough Council
B Murray	Belfast City Council
H Moore	Lisburn & Castlereagh Borough Council
W Muldrew	Lisburn & Castlereagh Borough Council
A Cassells	Newry, Mourne & Down District Council

Item 1 - Conflicts of Interest Statement

The Chair read out the Conflicts of Interest Statement.

Action: Noted

Item 2 - Apologies

Apologies were noted.

Action: Noted

Item 3 - Minutes of Joint Committee Meeting 077 held on 23 February 2023

Following discussion, the Joint Committee approved the minutes of the Joint Committee meeting 077 held on 23 February 2023.

Action: Agreed

Item 4 - Matters Arising

There were no matters arising.

Action: Noted

Item 5 - Contracts & Operations Briefing Report

Service Status

Ms Boal reported that all services were operational during the month of February.

She advised that some of the sites, which had been having weighbridge issues, had new weighbridges installed and were now fully operational.

Performance - January 2023

Ms Boal reported that turnaround times had been reviewed and in most cases the contractors provided adequate reasons for these and therefore service credits were not applied. One service credit was applied to Biffa this month however for failing to meet turnaround times.

She noted that arc21 continues to monitor the overweight vehicles relating to the Haulage contract, as well as continuing to work with the Contractor to reduce the number of overweight vehicles for each month.

She noted that in February, there were 2 x Bottle Bank sites that did not have the specified capacity available, the Contractor was notified and these banks were serviced accordingly; there were no Service Credits applied this month.

Health & Safety

Ms Boal reported that there were two Health & Safety matters reported to arc21 by contractors and councils. These were discussed with the Health & Safety consultant to see whether arc21 should be more proactive with offering training etc, and this has been discussed with the Steering Group officers. She advised that arc21 will be compiling an analysis of the year as there were certain trends identified, and to identify if there is anything arc21 could do to alleviate these issues and emphasise it more to councils.

Audits

Ms Boal advised that the Health & Safety consultant continued to undertake Health & Safety audits and had completed ones at the NWP Glenside transfer station facility, the transfer stations associated with the haulage contract and Bryson Recycling. Any actions arising

from these were being worked through with the relevant council and contractor to ensure they were adequately completed.

She advised that arc21 will be keeping an ongoing matrix and running review on any issues identified and will keep the Committee informed accordingly.

Rejected Loads

Ms Boal noted that there were no rejected loads into organics or the MRF facilities in February 2023. However, there had been a car battery delivered in with council waste which could have had serious consequences if combusted in the MRF, and she advised that arc21 will continue to publicise these incidents so as to draw officers attention to these issues and increase their awareness and understanding around such matters.

arc21 Contract Tonnages

Ms Boal presented the contract tonnages for February 2023 in comparison to February 2022 and noted the following:

- A minor increase of 1.4% for MDR material delivered into Bryson;
- a minor 0.4% decrease for the MRF Lot 2 for material sent to ReGen;
- an increase of 15.4% for Type 1 material for the Organics Contract;
- an increase of 14.2 % for Type 2; and
- a 3.1% decrease for the Landfill Residual Waste Contract.

Supplies

Ms Boal reported on the number of supply orders placed and deliveries and noted that there had been no non-conformances.

POPs

In terms of the persistent organic pollutants (POPs), Ms Boal provided an update on the latest discussion with NIEA on 16 March 2023 regarding the production of suitable Guidance in relation to the disposal of domestic soft furnishings containing POPs. During the conversation, she advised that it was confirmed that an options paper was being prepared by DAERA for consideration and that an update would be provided shortly.

She advised that there was still the possibility that Biffa could start to reject the material [POPs] but to date they had not broached this issue. However, the risk remained and discussions were being held with councils in relation to considering contingency arrangements. In terms of the residual contracts, she advised that arc21 will be building in contingency depending on what way the [DAERA] guidance specified.

The Joint Committee noted the report.

Action: Noted

Item 6 - Waste Tonnage Trends

Ms Boal provided a report showing the monthly tonnages processed through the arc21 contracts along with the tonnage comparisons for the period Apr-Dec over the last four years, and how arc21 is performing against future targets.

She advised that the trends were starting to revert to pre-COVID levels and a few of the trends in the graphs were starting to converge.

In terms of landfill, she advised that it was not an absolute direct comparison as Belfast City Council occasionally balance the volume of material going to landfill versus the amount going for treatment which can lead to a distortion in the figures. This variation adds to the complication which also include consideration of the number of weeks in a given month, the consequent number of residual collections in a given month but, in terms of trends, the graphs show a similar trend to the previous years, bar from the spike in 2020/21.

She discussed the organics Type 1 and Type 2, and noted that arc21 had anticipated an increase in the tonnages as the garden waste increases in the bin.

The rest of the contract tonnages tables were presented for information.

She referred to the second part of the report which showed an analysis against future landfill and recycling targets from Apr-Dec, and identified the gap needing diverted from landfill to meet the 10% landfill and 70% recycling targets for 2035.

She noted that in terms of the residual contracts, arc21 should start to see the amount of material going to landfill change as the DPS contracts are introduced and she advised that there was a pathway to reach the 10% in terms of solutions.

In terms of the recycling target, she advised that the Steering Group had set the aspirational target of 70% and the graphs showed the gap between how each council is performing and the gap to deliver this

She noted that some of the new residual contracts will have an impact where some councils will not have previously been receiving recyclates from their residual waste stream, so some of the constituent councils may see an increase in their recycling rates but, in the main, challenges remain for councils on how they will achieve and sustain this target.

The Joint Committee noted the report.

Action: Noted

IN COMMITTEE

The Chair recommended that the meeting would now move "*in committee*" which was agreed.

Matters of a confidential and commercially sensitive nature were discussed under these agenda items.

Following discussion on the commercially sensitive matters, the Chair recommended that the meeting would now return to the main agenda, which was approved, but whilst "*in committee*" during this section of the meeting, there were five matters discussed.

Item 7 - Minutes of Joint Committee Meeting 077 held on 23 February 2023 'in committee' - *approved*

Item 8 - Matters Arising - *noted*

Item 9 - Residual Waste Treatment Project - *noted*

Item 10 - Commercially Sensitive Contract & Procurement Issues - *noted*

Item 11 - Tender Report – Supply of Services relating to the Treatment and Energy Recovery/Disposal of residual Waste Arisings - approved**OUT OF COMMITTEE****Item 12 - Proposed Response to Department for Communities Consultation Document “A proposal to change the date of the annual revaluation in the Local Government Pension Scheme (NI)”**

Mr McKeown presented a report to inform the Joint Committee on a consultation issued by the Department for Communities titled “*A proposal to change the date of the annual revaluation in the Local Government Pension Scheme (NI)*”.

He reported that the Department for Communities (DfC) had invited arc21 to respond to a consultation on a proposal to change the revaluation date of the Local Government Pension Scheme (LGPS). This was issued on 10/3/2023 but with a short closing date of 24/03/2023 and in order to meet this restricted window, he advised that arc21 had responded to meet the timeframe.

He reported that the consultation consisted of three questions and was based around a proposed change to the current pension annual revaluation date of 1 April, to 6 April, which is in line with the HMRC tax year. He advised that this was a technical change regarding how annual allowances are calculated and has arisen due to the spike in the CPI inflation rate in September 2022, compared to September 2021.

The arc21 response was presented to Members for consideration and he advised that it was generally accepted that the proposal to change the revaluation date to 6 April was appropriate, but with the proviso that independent pension specialists should be engaged to examine and test the full technical impact of the change on all pension scheme members, whether active, deferred or in retirement.

The Joint Committee was asked to consider and retrospectively approve the appended response to the consultation which was submitted by the deadline, and this was agreed.

Action: Agreed

Item 13 - Governance Report**1. Attendance**

Mr Walker provided the Committee with the attendance record of Members at the Joint Committee meetings over the past year.

Councillor Bennington recommended that each of the Members present should highlight this performance to each of the constituent councils.

2. Delegated Authority

Mr Walker discussed the forthcoming local government elections, due to be held on 18 May 2023. He recommended that, in order to ensure that arc21 maintains seamless delivery for the provision of services and/or supplies to its constituent councils during this transition period, Members grant delegated authority to the Acting Chief Executive to undertake/conclude any procurement exercises and to approve any relevant variations to contracts during the purdah period and immediately thereafter until the “new” Joint Committee is formed and Chair appointed, in June 2023, and this was agreed.

3. Date of AGM/Joint Committee Meeting

Mr Walker advised that, following the local government elections in May, the next meeting of the Joint Committee would be held on the last Thursday of the month in June, which would also be arc21's AGM, in order to select a Chair.

There had been a query around the timing of the Audit Committee, which ratifies a number of documents for the financial year-end, prior to submission to the NIAO, however, Mr Walker advised that he was now able to clarify that he had the authority to sign-off these financial year-end documents on behalf of the organisation.

4. Sub-Group Update

Mr Walker provided an update on the work of the Sub-Group and the dates of the most recent meetings. He advised that a copy of the minutes was available from the Chair of the Audit Committee upon request.

It was recommended that Members grant delegated authority to the Acting Chief Executive to ensure service delivery is maintained during the local elections and immediately thereafter (2); and to note the other elements of the report.

Following discussion this was agreed.

Action: Agreed

Councillor Goodman noted that the sub-group had been beneficial in addressing certain matters within arc21 and referred to recent discussions about having a similar structure to NILGA. He suggested that this proposal should be discussed after the election to consider whether this should continue.

Councillor Bennington advised that it had been decided to leave the organisation structure and governance reviews until the new Chief Executive was appointed and that this discussion could be held once the process is completed.

She also advised that the Audit Committee had considered the use of the Acting Chief Executive's delegated authority to ensure service delivery is maintained during the local elections and immediately thereafter as referred to in section 3 of the report was appropriate and asked the Joint Committee to approve. Members endorsed this approach.

Action: Agreed

Item 14 - The Northern Ireland Waste & Resource Management Conference 2023

Mr Walker provided a report on the upcoming Chartered Institution of Wastes Management/Recycle NI annual conference on 25 May in the Titanic Conference Centre, Belfast.

He noted that there was a variety of local and national speakers presenting at the event, and the aim was to focus on sustainability, the Circular Economy and how to transition to a more efficient and environmentally-friendly waste and resources management sector.

He advised that in order to qualify for the early bird rate of £200 per person, places needed to be booked by Friday, 31 March 2023.

It was recommended that the Members approve the attendance of the Acting Chief Executive and the Chair of arc21 (or their nominees) at this event.

Discussion ensued and it was agreed that the invitation also include the Deputy Chair and up to three other Members, and those interested were asked to advise arc21 on a first come first served basis by noon on 31 March.

Action: Agreed

It was suggested that an email was sent out after the meeting to all the Joint Committee Members to advise accordingly.

Mr Walker also advised that arc21 were holding an online seminar later that day specifically for the arc21 councils on local developments and encouraged all to attend.

Action: Noted

Item 15 - Customer Survey

Mr Walker provided an update on the annual Customer Survey and advised that it was intended to circulate it in due course and encouraged all to complete.

Action: Noted

Item 16 - AOB

Alderman Drysdale advised the Committee that, following a period of support, the issues Ms Mary Donnelly had been advising on had concluded and on behalf of the Members he wished to thank her.

Action: Noted

Item 17 - Next Meeting Thursday 27 April 2023

The Chair thanked everyone for attending and advised that the next Joint Committee meeting would be held virtually as scheduled on Thursday 27 April 2023 commencing at 10.30am.

Action: Noted

Date: _____

Chairman: _____

SUSTAINABILITY AND ENVIRONMENT SERVICES COMMITTEE**HISTORIC ACTIONS TRACKING SHEET**

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
NEIGHBOURHOOD SERVICES MEETING – 23 OCTOBER 2019					
NS/073/2019	Proposed Property Maintenance Policy and Strategy 2019 to 2023	Council's Facilities Management and Maintenance Department develop for agreement with the NS Committee a Property Maintenance Policy and Strategy for the Council to cover the term of this Council 2019 to 2023. If required to assist officers in the development of this Strategy, external support to be procured in accordance with Council Procurement Procedures.	K Scullion	Update provided to NS Committee May 2022 – work progressing on agreement of a Property Maintenance Policy and Strategy.	N
NEIGHBOURHOOD SERVICES COMMITTEE MEETING – 20 OCTOBER 2020					
NS/230/2020	Business Case – Provision of new public toilet in Killough	Agreed to note the content of the report and associated Business Case and to accept the conclusion of the business case that the Council proceed with the proposal to provide a new public toilet in Killough.	K Scullion	Report provided to S&E Committee on 22nd March 2023.	N

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
NEIGHBOURHOOD SERVICES COMMITTEE MEETING 17 NOVEMBER 2020					
NS/243/2020	Notice of Motion – Green New Deal Strategy	Grant approval to Officers to further scope the issues contained within the Notice of Motion and to prepare a report which summarises the status of existing and planned activity in this area. A report to be tabled at a future Meeting of the Neighbourhood Services Committee and to also write to the Northern Ireland Executive clarifying what actions are currently being taken and what actions are being planned by the NI Executive in respect of climate change.	S Murphy	Response received from DAERA Minister and considered by NS Committee. Scoping of the issues delayed by on-going COVID-19 pandemic.	N
NEIGHBOURHOOD SERVICES COMMITTEE MEETING 21 APRIL 2021					
NS/062/2021	Feasibility study for EV infrastructure at the Council's Depots	Agreed to note the content of the report and to approve the recommendation that a Business Case be prepared which examined the	K Scullion	Report provided to S&E Committee on 22nd March 2023.	N

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
		<p>investment and benefits of the EV charging system, together with costings.</p> <p>It was further agreed as part of the Business Case, that officials consider the need for a generator at the proposed sites, in the event of an interruption to electricity supply.</p> <p>It was also agreed officials investigate potential sources of funding for the provision of electric vehicle charging points from the East Border Region Committee.</p>			
NEIGHBOURHOOD SERVICES COMMITTEE MEETING 19 MAY 2021					
NS/089/2021	Purchase of new industrial heavy grade tractor and side arm flail/cutting unit for grounds maintenance at various locations District wide	Agreed to note the content of the report and associated Business Cases and accept the conclusion of the Business Cases that Option 3 from each be chosen as the preferred option. This would see the procurement of an industrial	K Scullion	Tender was issued but preferred bidder was not established. Tender to be reissued.	N

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
		tractor and a side arm flail.			
NEIGHBOURHOOD SERVICES COMMITTEE MEETING WEDNESDAY 18 AUGUST 2021					
NS/125/2021	Distribution of compostable food bags and food waste caddy bins	Agreed to that Officers explore the feasibility of deploying brown bins to residents of high-rise buildings, who were not previously provided with these, and a report be brought back to the next Committee Meeting.	S Murphy	Report to be presented at future committee meeting	N
NS/127/2021	Enforcement Improvement Plan	Agreed to note the content of this report. Agreed that officers prepare a report for the next Committee Meeting on options for future staffing levels to improve the enforcement service, including the possibility of supplementing the service with a contractor on a short-term basis.	S Murphy	Report to be presented at future committee meeting	N

NEIGHBOURHOOD SERVICES COMMITTEE MEETING TUESDAY 21 SEPTEMBER 2021					
NS/137/2021	Translink proposed programme – Bus Shelters in Council area	To approve Option 2 – to delay installation of a bus shelter in Burren pending outcome of Translink’s deliberations in October / November 2021 with the option to reconsider this position if Translink were deemed to be making limited progress in providing the bus shelter in Burren.	K Scullion	Noted	N
NEIGHBOURHOOD SERVICES COMMITTEE MEETING 26 JANUARY 2022					
NS/004/2022	Trade Waste and Caravan Refuse Collection Services	Agreed to approve the report and recommendations:- 1. Alternate Weekly Commercial Waste Collection Service Commercial refuse customers (shops and businesses) to be contacted and advised of the proposed move to an alternate weekly collection cycle of residual and dry recyclable waste, where this is achievable. Commercial customers, (not including Caravan Operators) to	S Murphy	In progress	N

		be provided with appropriate bins to facilitate this change, so there is no cost burden to customers as a result of this change.			
NS/005/2022	Estates Management and Security Audit Findings	Agreed to approve the Estates Management and Security Action Plan and agree to quarterly updates being provided to the Committee on the implementation status of the Plan	K Scullion	In Progress	N
NEIGHBOURHOOD SERVICES COMMITTEE MEETING 23 MARCH 2022					
NS/039/2022	Business Case for replacement of mini excavator and dumper	Agreed to note the content of this report and associated Business Case and accept the conclusion of the Business Case to proceed to tender to procure a replacement mini excavator and dumper.	K Scullion	Tender with Council Procurement Section for issue.	N
NEIGHBOURHOOD SERVICES COMMITTEE MEETING 21 APRIL 2022					
NS/048/2022	Update on the development of the Council's Tree Strategy	Agreed to note the contents of the report and approve the presentation of the draft Tree Strategy to the Neighbourhood Services Working Group in May	K Scullion	In progress	N

		2022 along with a review of progress in the Council achieving a cessation in the use of herbicides containing glyphosate.			
NS/049/2022	Applications for bus shelters in Crossgar and Killyleagh	<p>To note the contents of the report.</p> <p>Agree to the recommendations in Appendix 1 for the erection of a bus shelter at Cross Street Killyleagh and the relocation of the shelter at Downpatrick Street Crossgar.</p> <p>In relation to the application for a bus shelter at Catherine Street, Killyleagh, a decision be deferred pending further consultation with the PSNI in light of the anti-social behaviour issues raised by Members</p> <p>Officers to consult further with Translink on the option for Council to enter into an agreement with Translink for the provision of bus shelters at official bus stops.</p>	K Scullion	<p>In progress – Cross St</p> <p>Dpk St - Completed</p> <p>In progress</p> <p>In progress</p>	<p>N</p> <p>N</p> <p>N</p>
NS/050/2022	Trial of solar lights at Council bus shelters	Agreed to recommend to proceed with the installation of solar lighting at 2 bus shelters near Attical with their effectiveness	K Scullion	Solar lights have been installed and are working. In period of review.	N

		monitored and this information to be reported back to Committee.			
NS/052/2022	Compost Week 2022	<p>Note and approve the additional activities in 2.2 to highlight and promote the importance of recycling food waste.</p> <p>Note and approve the launch of an application process, with set criteria, to establish demand for deploying brown bins to residents of high rise buildings who were not previously provided with these.</p>	S Murphy	In progress	N
NS/057/2022	Various issues concerning the Events Space Kilkeel	<p>Note the contents of the report.</p> <p>Approve the Officers recommendation that the legal position of the Council regarding its maintenance of the events space, Kilkeel, is reviewed with a separate report to be provided to the Council once this has been considered further.</p>	K Scullion	In progress	N
NS/059/2022	Business Case for the removal of	Agreed to approve the business case for the removal and transport	S Murphy	In progress	N

	leachate from closed landfill sites	of leachate from Drumanakelly, Aughnagun and Croreagh closed landfill sites to a licensed treatment plant.			
NEIGHBOURHOOD SERVICES COMMITTEE MEETING 22 JUNE 2022					
NS/090/2022	Portable toilet trial as part of Council public toilet provision	Agreed that officials meet with representatives of Newcastle Yacht Club to discuss the potential of an SLA to enable the provision of shared public toilet facilities at their Club premises. Officials consider a request to investigate if there was adequate litter/dog fouling bins along the Greenway.	K Scullion	In progress	N
NS/091/2022	Enforcement Improvement Plan Update	Agreed to note the content of this update report and to agree review of key actions from the Enforcement Improvement Plan to be incorporated into a timebound programme of work for 2022/23 and annually thereafter. Test case footpaths – small footpath leading to WIN – officers	S Murphy	In progress	N

		to examine this area for dog fouling.			
NS/092/2022	Business Case – to support the implementation of the Public Toilet Strategy	<p>To note contents of this report.</p> <p>Approve the recommendation within the Business Case for the provision of consultancy support to deliver on the objectives of the Public Toilet Strategy. Option 2 will see the appointment of the Councils nominated contractor under the SCAPE Framework to provide identified consultancy support and associated investigatory work up to the delivery of an economic appraisal</p>	K Scullion	AECOM appointed to complete Economic Appraisal.	N
NS/094/2022	Business Case for Annual Fixed Electrical Wiring and Emergency Lighting Testing	<p>Note the content of the report and associated Business Case.</p> <p>Accept the conclusion of the Business Case that Option 2 is chosen as the preferred option. Option 2 will see the appointment, through a tender process, of a competent electrical contractor who will undertake these annual tests and where required, agreed remedial works to supplement in-house provision.</p>	K Scullion	In progress	N

NS/095/2022	Business Case – provision of Bi-annual service of oil fired boilers and emergency breakdown cover for Council properties	<p>Note the content of the report and associated Business Case.</p> <p>Approve the recommendation within the Business Case for provision of maintenance services for Council’s oil-fired boilers – Option 3 is chosen.</p> <p>Option 3 will see the appointment of a suitably qualified contractor to provide biannual servicing of Council oil fired boilers, emergency breakdown cover and minor capital works.</p>	K Scullion	In progress	N
NS/098/2022	Business Case for Marine Services covering Council harbours and navigational aids	<p>Note the content of the report and associated Business Case.</p> <p>Approve the recommendation within the Business Case for maintenance of the Council’s LAtONs and other marine services works – Option 3 is chosen.</p> <p>Option 3 will see the appointment of a suitably qualified marine services engineering contractor to undertake maintenance of the Council’s LAtONs, other marine services works and inspections.</p>	K Scullion	In progress	N

NS/101/2022	Waste Management Procurement Action Plan	<p>Approve the progress update report.</p> <p>Approve an extension to the Waste Management Procurement Action Plan to the 31st December 2022.</p> <p>Note that services will continue "out of contract" until new contracts are awarded and regularised.</p> <p>Note procurement update concluding issues previously highlighted.</p>	S Murphy	Updated at December 2022 committee - SE/173/2022	Y
SUSTAINABILITY AND ENVIRONMENT COMMITTEE MEETING 17 AUGUST 2022					
SE/119/2022	Business Case – replacement of 4x4 vehicles for closed landfill sites	<p>Agreed to approve the Business Case as per Appendix 1, for the replacement of one Four Wheel Drive Vehicle for use by the Waste Processing section to access and service closed landfill sites across Newry Mourne and Down District Council area.</p>	S Murphy	In progress	N
SUSTAINABILITY AND ENVIRONMENT COMMITTEE MEETING 20 SEPTEMBER 2022					

SUSTAINABILITY AND ENVIRONMENT COMMITTEE MEETING 18 OCTOBER 2022					
SE/140/2022	Vegetation growth with Aughrim (Little River) at the Events Space Kilkeel	Agree to Council organising a consultation with all relevant stakeholders on the findings of the report. Consultation to include Mourne DEA Councillors; Kilkeel Development Association; landowners adjacent to this section of the river; DFI Rivers Agency and Inland Fisheries. The purpose of the consultation would be to seek to agree a preferred option and agreement on a way forward.	K Scullion	In progress	N
SE/142/2022	Update on Cleansing Workshop	Agreed to approve the report of the Elected Member District Cleansing Workshop held on 5 October 2022.	S Murphy	In progress	N
SE/143/2022	Notice of Motion – revenue from EU Charging Infrastructure	Agreed to endorse the recommendation made at the Strategic Finance Working Group Meeting of 16 June 2022 as set out in Section 2.2 of the report and that officers consider the most appropriate way forward in relation to identifying	A Cassells	In progress	N

		appropriate spaces that may be suitable for the proposal as outlined in the Notice of Motion.			
SE/144/2022	Proposed Phase 2 extension to Kilbroney Municipal Cemetery	Agreed to note the content of the report and to proceed with Option 2 for the Phase 2 development of Kilbroney Municipal Cemetery. Option 2 would include refurbishment works to the existing cemetery site and an extension to the cemetery (circa 208 burial plots) in line with current planning approval. It was also agreed to bring forward a proposal for lights for Phase 1 and 2 and the compound once planning had been approved.	K Scullion	Works near completion	N
SUSTAINABILITY AND ENVIRONMENT COMMITTEE WEDNESDAY 23 NOVEMBER 2022					
	<i>SE/147/2022 – Clock at St. Mary's Parish Church, Newry</i>	In response to a request for an update from Councillor Taylor, Mr Scullion advised officers needed to consult with representatives from St. Mary's Church, Newry, to ascertain what input the Council previously had in terms of maintenance of this clock and a report would be brought back to Committee once these discussions had been held.	K Scullion	Report provided to S&E Committee on 22nd March 2023.	N

SUSTAINABILITY AND ENVIRONMENT COMMITTEE WEDNESDAY 20 DECEMBER 2022					
SE/170/2022	Update on request to sub lease the Bog Road Amenity Area Forkhill	Agreed to note the content of the report and agree to the recommendations contained within section 2.3 of the report.	K Scullion	In progress	N
SE/171/2022	Newry Market Revitalisation	Agreed to note the content of the report and agree to the recommendations contained within section 2.3 of the report.	K Scullion	In progress	N
SE/172/2022	Facilities Management and Maintenance Procurement Action Plan update December 2022	Agreed to:- Note the progress update report; Approve an extension to the Neighbourhood Services Procurement Action Plan to the 30th of June 2023. Note that services will continue "out of contract" until new contracts are awarded and regularised.	K Scullion	In progress	N
SE/173/2022	Waste Management Procurement Action Plan Update December 2022	Agreed to:- Note the progress update report in Appendix 1; Approve an extension to the Waste Management Procurement	S Murphy	In Progress	N

		<p>Action Plan to the 30th of June 2023.</p> <p>Note that services will continue "out of contract" until new contracts are awarded and regularised.</p> <p>Note procurement update concluding issues previously highlighted.</p>			
<p>SUSTAINABILITY AND ENVIRONMENT COMMITTEE WEDNESDAY 25 JANUARY 2023</p>					
SE/005/2023	Proposed Mobile Phone installation at Downpatrick HRC site	<p>Agreed to note the contents and agree to:-</p> <p>Cornerstone progressing with their proposal to install mobile phone infrastructure at Downpatrick HRC site to replace a nearby site to provide continuation of service in the immediate area for both 02 and Vodafone, subject to them obtaining all necessary statutory consents.</p> <p>That the matter of any lease, wayleave or other legal agreement be properly referred to</p>	S Murphy	In progress	N

		the Strategy Policy and Resources Committee.			
SE/006/2023	Economic Appraisal for provision of Christmas Illuminations and ad hoc celebratory lighting	Agreed to note the content of the report and approve the recommendation from the Economic Appraisal that Option 3 was the preferred option. Option 3 would see the Council enter into contract with a provider of Christmas and ad hoc illuminations for a five-year period. The contract would include both use of the Council's own illuminations and where appropriate and agreed by Council the hire of illuminations.	K Scullion	In Progress	N
SUSTAINABILITY AND ENVIRONMENT COMMITTEE TUESDAY 22 FEBRUARY 2023					
SE/014/2023	Control of Japanese Knotweed on land at Mourn Drive, Warrenpoint	Agreed in the interests of public Health and whist there was no agreement on the treatment of Japanese knotweed on this land, that Council continue to spray for the control of this invasive species on an annual basis. Council to advise adjacent landowners of the current position including advice from DAERA in relation to their own legal civil remedy.	K Scullion	In Progress	N

SE/015/2023	Community Paint Reuse Project and Funding	Agreed to recommend approval for Officers to submit an application to the Paint Reuse Capital Grant Scheme for Northern Ireland, funding by the Department of Agriculture, Environment and Rural Affairs through Community RePaint to set up a Council RePaint Scheme at HRC sites in the District.	S Murphy	Application submitted and funding offer received for £4,400. Project in progress	N
SE/016/2023	Economic Appraisal for the appointment of a Metal Fabrication and Repair Contractor	Agreed to note the content of the report and associated Economic Appraisal and accept the conclusion of the Economic Appraisal that Option 4 be chosen as the preferred option. Option 4 would see the appointment, through a tender process, of a contractor to provide metal fabrication and repair services. In addition to this an independent Metallurgical and Mechanical Engineering Consultancy Service would be appointed to provide advice to Council Officers on the procurement and management of this service.	K Scullion	In Progress	N

SE/017/2023	Business Case for the monitoring and maintenance of Council Public Space CCTV	<p>Agreed to:-</p> <p>Note the content of the report.</p> <p>Approve the findings of the Business Cases presented.</p> <p>Business Case for Town Centre CCTV Analogue Fiberoptic lines to link Camera system to Monitoring Centre – Approve Option 1 - Continue with analogue line rental with the current provider pending outcome of review of Public Space CCTV for 12-month period under an STA.</p> <p>Business Case for Town Centre CCTV Monitoring – Approve Option 1 - Continue with annual monitoring contract with the current provider for 21 town centre Public Space CCTV cameras for 12-month period under an STA. Committee to note that both contracts will be awarded via the use of a STA.</p>	K Scullion	In Progress	N
SE/018/2023	Business Case for the appointment of a contractor to undertake	<p>Agreed to:-</p> <p>Note the content of the report.</p>	K Scullion	In Progress	N

	Legionella Control Measures on behalf of the Council	Accept the conclusion of the Business Case that Option 3 be chosen as the preferred option. Option 3 would see the appointment, through a tender process, of a competent contractor to undertake a number of duties under the Council's Legionella Management Plan for a three-year period.			
SE/019/2023	Business Case for the appointment of a contractor to undertake asbestos control measures on behalf of the Council	Agreed to:- To note the content of the report. Accept the conclusion of the Business Case that Option 3 be chosen as the preferred option to the appointment, through a tender process, of a competent contractor to undertake a number of duties under the Council's Asbestos Management Plan for a three-year period.	K Scullion	In Progress	N
SE/020/2023	Waste Contract Extensions	Agreed to approve:- The extension of waste collection and processing contracts listed in Appendix 1 in line with the extension end date in the table.	S Murphy	In progress	N

		The extension of dog holding, kennelling and related services contracts listed in Appendix 2 in line with the extension end date in the table and rate increases in line with CPI.			
END					