

April 15th, 2015

Notice Of Meeting

You are invited to attend the Active and Healthy Communities Committee meeting to be held on **Monday, 19th October 2015 at 6:00 pm** in **Downshire Civic Centre**.

Chair: Cllr L Kimmins

Vice: Cllr L Devlin

Members: Cllr S Burns Cllr M Carr

Cllr S Doran Cllr C Enright

Cllr G Fitzpatrick Cllr V Harte

Cllr H Harvey Cllr D Hyland

Cllr K Loughran Cllr B Ó'Muirí

Cllr D Taylor Cllr G Sharvin

Cllr W Walker

Agenda

- 1 **Apologies**
- 2 **Declarations of Interest**
- 3 **Action Sheet arising from Active and Healthy Communities Committee Meeting held on 21 September 2015**

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5 **Outcome of the Facilities Strategy Consultation by Phillip Barefoot**

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6 **Update on Capital Project List**

Report to follow

Leisure and Sports

7 **Options for Extending Opening Hours at Newry Leisure Centre**

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ACTION SHEET- ACTIVE & HEALTHY COMMUNITIES COMMITTEE MEETING – MONDAY 21 SEPTEMBER 2015

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AGENDA ITEM	SUBJECT	DECISION	FOR COMPLETION BY DIRECTOR – including actions taken/date completed or progress to date if not yet completed
AHC/61/2015	Refurbishment of Pool & Spa Filters at Kilkeel Leisure Centre	It was agreed to approve the unbudgeted spend for essential refurbishment of Pool and Spa Filters at Kilkeel Leisure Centre.	To be procured
AHC/62/2015	Outcome of Mournes DEA Meeting at Carrigenagh Road Playing Fields, Kilkeel	It was agreed that a scoping exercise be undertaken to investigate hotspot areas with regard to parking at playing fields as well as changing rooms etc. at all District sporting facilities with recommendations being made to the rates estimates meeting.	To be undertaken
AHC/63/2015	Sports Facility Strategy Consultations	The report on the Sports Facility Strategy Consultations was noted.	Noted
AHC/64/2015	PCSP Letter of Offer	It was agreed that the issue of the 50% reduction in PCSP's budget be raised through NILGA and the Partnership Panel.	NILGA letter actioned
AHC/65/2015	DEA Fora Update	The update report on DEA Fora was noted.	Noted
AHC/66/2015	Financial Assessment & Recurrent Expenditure	The report was noted.	Project underway

AGENDA ITEM	SUBJECT	DECISION	FOR COMPLETION BY DIRECTOR – including actions taken/date completed or progress to date if not yet completed
AHC/67/2015	Houses in Multiple Occupation (HMO) Bill	It was agreed to accept the officer’s recommendation to agree a response being prepared by the Department in consultation with the Chief Environmental Health Officers Group.	Response prepared and returned. On October agenda for noting

Agenda Item:	
Report to:	Active and Healthy Communities
Subject:	Options for extending opening hours at Newry Leisure Centre
Date:	19 October 2015
Reporting Officer:	Michael Lipsett
Contact Officer:	Roland Moore

Decisions Required

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

- **Options for extending opening hours at Newry Leisure Centre**

1.0	<p><u>Purpose & Background</u></p> <p>At the September Council meeting, a number of queries were raised regarding extending the operational hours of Newry Leisure Centre on Saturday and Sunday evenings. The Director advised that a report would be brought back to committee outlining the options ensuring the costs for the additional opening would have to be covered.</p>
2.0	<p><u>Options</u></p> <p>Officers had previously reported that Newry Leisure Centre may be able to be utilised on Saturday and Sunday evenings for the Council's swimming lesson programme to help meet the demand for lessons, as it is vacant at this time.</p> <p>The options for consideration are detailed below;</p> <p>Option 1 – Extend the opening hours until 8.30pm (shift ends 9pm) on both evenings allowing for the Council's swimming lessons to take place along with the full operation of all facilities for members of the public for recreational purposes.</p> <p>Option 2 – Use of the centre up to 8.30pm (shift ends 9pm) on both evenings allowing for Council's swimming lessons and club usage without any additional public recreational swimming.</p> <p>Option 3 – Use of the centre up to 8.30pm (shift ends 9pm) on both evenings allowing for Council's swimming lessons and private lane hire without any additional public recreational swimming.</p>

Option 4 – Hybrid model - Use of the centre up to 8.30pm (shift ends 9pm) on a Saturday evening for Council's swimming lessons and club usage (relocated from Sunday morning) without any additional public recreational swimming. Use of the centre from 10am-1pm on a Sunday for Council's swimming lessons and private lane hire without any public recreational swimming.

For Options 3 and 4, note any lane hire would have to comply with the Council's previous decision i.e. any private group lessons in Council facilities be targeted at groups not currently provided for in the swimming programme organised by the Council.

Option 5 – Maintain status quo, ie. Maintain existing arrangements and review again in the future.

Where option 5 is implemented, the facility remains available for private groups to hire at the previously approved costs, subject to the condition of hire as outlined above.

Conclusion

Appendix 1 details the benefits, drawbacks and costs for options 1-4, these are summarised below.

Option 1 – Full opening plus lessons

This would cost the Council approximately £789 per weekend to open the facility which would include potential income.

Option 2 – Restricted use for Council lessons and clubs

This would cost the Council approximately £289 Per weekend to open the facility which would include potential income.

Option 3 – Restricted use for Council lessons and private hire

This would cost the Council approximately £179 Per weekend to open the facility which would include potential income.

Option 4 – Hybrid model - Restricted use for Council lessons, clubs and private hire. This would cost the Council approximately £81 Per weekend to open the facility which would include potential income.

Option 5 – Maintain status quo, ie. Maintain existing arrangements and review again in the future based on customer demand.

Recommendations

It is recommended that the committee agree to implement option 4 as this is as close to cost neutral as possible whilst meeting the demand of various stakeholders.

	<p>This is subject to availability of existing staff and/or recruitment of staff to cover these sessions. These additional staff resources need to be in place prior to implementation and this may take a period of time to achieve.</p> <p>It is recommended that the use be monitored to ensure cost effectiveness and where desired income is not covering the operational costs then this additional opening should cease.</p>
3.0	<p><u>Resource Implications</u></p> <p>The costs detailed below summarise the additional sum required to operate the options presented which would result in an increase in the rates provision to operate NLC;</p> <p>Option 1 – Full opening plus lessons – approx. additional £38k per year</p> <p>Option 2 – Restricted use for Council lessons and clubs – approx. additional £14k per year</p> <p>Option 3 – Restricted use for Council lessons and private hire – approx. additional £8.5k per year</p> <p>Option 4 - Hybrid model - Restricted use for Council lessons, clubs and private hire – approx. additional £4k per year</p> <p>Option 5 – Maintain status quo – no additional cost</p>
4.0	<p><u>Appendices</u></p> <p>Analysis of the options for opening NLC for additional hours</p>

Appendix 1 - Analysis of the options for opening NLC for additional hours

Option 1 – Full opening plus lessons

Benefits

- Assuming 3 x teachers can be recruited, this allows approx. 200 additional swim lessons to be programmed to help alleviate the demand
- Provides additional swimming opportunities for customers

Drawbacks

- Requires full staffing arrangements
- May draw criticism as customers may want to avail of swimming with no lessons on-going and may be difficult to recruit staff

Costs

Time	Facility Running Costs (Full Opening Less Staff Costs)	Staff Costs*	Anticipated Swim Lesson Income**	Total
Per Hour	£95.24	£195.54	£159.33	-£131.45
Total – Sat 6pm-9pm	£285.72	£586.62	£478	-£394.34
Total – Sun 6pm-9pm	£285.72	£586.62	£478	-£394.34
Combined Total Sat/Sun	£571.44	£1173.24	£956	-£788.68

*Additional staff costs needed, ie. overtime rate, additional teaching resource and to mirror normal customer opening staffing resource

**Assumes minimum levels of expected potential income from swim lessons. Income will increase/decrease depending on numbers enrolled and success of recruitment process – figures based on 3 teachers delivering lessons.

Option 2 – Restricted use for Council lessons and clubs

Benefits

- Allows Voluntary bookings the opportunity to grow and develop their clubs
- Assuming 3 x teachers can be recruited, this allows approx. 176-200 additional swim lessons to be programmed to help alleviate the demand
- Doesn't require full staffing arrangements as the centre will not be open for public swimming

Drawbacks

- May not be able to schedule lessons in main pool for full duration depending on type of booking, ie. Water polo as they require full main pool therefore potential to increase swim lesson capacity/growth may be affected
- No opportunities for customers to avail of extra swimming time and may be difficult to recruit staff

Costs

Time	Facility Running Costs (Restricted Opening less staff costs)*	Staff Costs**	Anticipated Voluntary Club Income***	Anticipated Swim Lesson Income****	Total
Per Hour	£76.19	£133.86	£57	£142.91	-£10.14
Total – Sat 6.30pm-8.30pm	£228.57	£401.58	£114	£379.27	-£136.88
Total – Sun 6pm-9pm	£228.57	£401.58	£0.00	£478	-£152.15
Combined Total Sat/Sun	£457.14	£803.16	£114	£857.27	-£289.03

*Assumes "restricted opening" – ie. No health suite, water features, etc

**Additional staff costs needed, ie. overtime rate, additional teaching resource but reflective of restricted opening staffing levels needed

***Assumes minimum levels of expected potential income from voluntary club booking x full main pool x 2 hours. Income will increase/decrease depending on the amount of lanes/duration of potential bookings.

****Assumes minimum levels of expected potential income from swim lessons. Income will increase/decrease depending on numbers enrolled and success of recruitment process – figures based on 3 teachers delivering lessons.

Option 3 – Restricted use for Council lessons and private hire**Benefits**

- Allows private bookings the opportunity to avail of pool space for programmes that the Council doesn't offer
- Assuming 3 x teachers can be recruited, this allows approx. 200 additional swim lessons to be programmed to help alleviate the demand
- Doesn't require full staffing arrangements as the centre will not be open for public swimming

Drawbacks

- Private bookings may not get their preference in terms of pool space for full duration depending on type of booking, ie. Council lessons could be on-going in the learner pool
- No opportunities for customers to avail of extra swimming time and may be difficult to recruit staff

Costs

Time	Facility Running Costs (Restricted Opening less staff costs)*	Staff Costs**	Anticipated Private Lane Hire Income (1 lane)***	Anticipated Swim Lesson Income****	Total
Per Hour	£76.19	£133.86	£20.96	£159.33	-£29.76
Total – Sat 6pm-9pm	£228.57	£401.58	£62.88	£478	-£89.27
Total – Sun 6pm-9pm	£228.57	£401.58	£62.88	£478	-£89.27
Combined Total Sat/Sun	£457.14	£803.16	£125.76	£956	-£178.54

* Assumes "restricted opening" – ie. No health suite, water features, etc

**Additional staff costs needed, ie. overtime rate, additional teaching resource but reflective of restricted opening staffing levels needed

***Assumes minimum levels of expected potential income from private booking x 1 lane x 3 hours each night. Income will increase/decrease depending on the amount of lanes/duration of potential bookings. Figures based on previous Council decision on hire costs for private bookings outside of hours (total is pro-rata based on amount of lanes booked)

****Assumes minimum levels of expected potential income from swim lessons. Income will increase/decrease depending on numbers enrolled and success of recruitment process – figures based on 3 teachers delivering lessons.

Option 4 – Restricted use for Council lessons, clubs and private hire**Benefits**

- Allows private bookings the opportunity to avail of pool space for programmes that the Council doesn't offer
- Assuming 3 x teachers can be recruited, this allows approx. 200 additional swim lessons to be programmed to help alleviate the demand
- Doesn't require full staffing arrangements as the centre will not be open for public swimming

Drawbacks

- Private bookings may not get their preference in terms of pool space for full duration depending on type of booking, ie. Council lessons could be on-going in the learner pool
- No opportunities for customers to avail of extra swimming time and may be difficult to recruit staff

Costs

Time	Facility Running Costs (Restricted Opening less staff costs)*	Staff Costs**	Anticipated Voluntary Club Income***	Anticipated Private Lane Hire Income (1 lane)****	Anticipated Swim Lesson Income*****	Total
Per Hour	£76.19	£133.86	£57	£20.96	£142.91	£10.82
Total – Sat 6pm-9pm	£228.57	£401.58	£114	£0.00	£379.27	-£136.88
Total – Sun 10am-1pm	£228.57	£256.5	£0.00	£62.88	£478	£55.81
Combined Total Sat/Sun	£457.14	£658.08	£114	£62.88	£857.27	-£81.07

* Assumes "restricted opening" – ie. No health suite, water features, etc

**Additional staff costs needed, ie. overtime rate, additional teaching resource but reflective of restricted opening staffing levels needed (note staffing costs less on Sunday as supervisors and lifeguards are already committed costs for 15/16 budget – additional cost for 3 x swim teachers, 1 x reception and 1 x additional lifeguard)

***Assumes minimum levels of expected potential income from voluntary club booking x full main pool x 2 hours on a Saturday night. Income will increase/decrease depending on the amount of lanes/duration of potential bookings.

****Assumes minimum levels of expected potential income from private booking x 1 lane x 3 hours on a Sunday morning. Income will increase/decrease depending on the amount of lanes/duration of potential bookings. Figures based on previous Council decision on hire costs for private bookings outside of hours (total is pro-rata based on amount of lanes booked)

*****Assumes minimum levels of expected potential income from swim lessons. Income will increase/decrease depending on numbers enrolled and success of recruitment process – figures based on 3 teachers delivering lessons

Appendix 1a – Audit of Council Buildings

Manned Sites With AED's					
Location	District	Classification	Status	AED Installed	AED Recommended
Arts Centre Newry	Newry	Buildings	Manned	Yes	Yes
Bagenals Castle - Museum	Newry	Buildings	Manned	Yes	Yes
Ballymote Sports & Wellbeing Centre Downpatrick	Downpatrick	Buildings	Manned	Yes	Yes
Ballynahinch Centre, Ballynahinch	Ballynahinch	Buildings	Manned	Yes	Yes
Bessbrook CC	Bessbrook	Buildings	Manned	Yes	Yes
Bridge Centre, Killyleagh	Killyleagh	Buildings	Manned	Yes	Yes
Crossmaglen CC	Crossmaglen	Buildings	Manned	Yes	Yes
Delamont Country Park	Killyleagh	Play Parks & Other External Sites	Manned	Yes	Yes
Down County Museum, Downpatrick	Downpatrick	Buildings	Manned	Yes	Yes
Down Leisure Centre	Downpatrick	Buildings	Manned	Yes	Yes
Greenbank Council Office	Newry	Buildings	Manned	Yes	Yes
Kilbroney Park	Rostrevor	Play Parks & Other External Sites	Manned	Yes	Yes
Kilkeel Leisure Centre	Kilkeel	Buildings	Manned	Yes	Yes
Kilkeel Leisure Centre - Portable Version (Carrigenagh Road)	Kilkeel	Buildings	Manned	Yes	Yes
Monaghan Row Council Office	Newry	Buildings	Manned	Yes	Yes
Newcastle Leisure Centre - Newcastle	Newcastle	Buildings	Manned	Yes	Yes
Newry Leisure Centre	Newry	Buildings	Manned	Yes	Yes
Newry Market	Newry	Play Parks & Other External Sites	Manned	Yes	Yes
Newry Sports Centre	Newry	Buildings	Manned	Yes	Yes
Slieve Gullion Park	S. Armagh	Play Parks & Other External Sites	Manned	Yes	Yes
St Colman's College Running Track	Newry	External Sports Facilities and Pitches	Partially	Yes	Yes
Town Hall Newry	Newry	Buildings	Manned	Yes	Yes
Town Hall Warrenpoint	Warrenpoint	Buildings	Manned	Yes	Yes
23		Total locations			

Manned Sites Recommended for AED's					
Location	District	Classification	Status	AED Installed	AED Recommended
B'Hinch Comm Centre - Market House	Ballynahinch	Buildings	Manned	No	Yes
Cloughreagh Community Centre	Bessbrook	Buildings	Manned	No	Yes
Dan Rice Hall	Drumaness	Buildings	Manned	No	Yes
Down Arts Centre, Downpatrick	Downpatrick	Buildings	Manned	No	Yes
Downshire Civic Centre	Downpatrick	Buildings	Manned	No	Yes
Forkhill CC	Forkhill	Buildings	Partially	No	Yes
Loanda House Community Centre Barcroft	Newry	Buildings	Manned	No	Yes
McGrath Centre	Newry	Buildings	Manned	No	Yes
Meadow / Armagh Road CC	Newry	Buildings	Manned	No	Yes
Meigh CC	Meigh	Buildings	Partially	No	Yes
Three Ways Community Centre	Newry	Buildings	Manned	No	Yes
11 Total locations					

Unmanned Sites with AED's					
Location	District	Classification	Status	AED Installed	AED Recommended
Annalong CC	Annalong	Buildings	Unmanned	Yes	Yes
Hilltown CC	Hilltown	Buildings	Unmanned	Yes	Yes
Mullaghbawn CC	Mullaghbawn	Buildings	Unmanned	Yes	Yes
Newtownhamilton CC	Newtownhamilton	Buildings	Unmanned	Yes	Yes
4 Total locations					

Manned HRC Sites without AED's					
Location	District	Classification	Status	AED Installed	AED Recommended
Ballykine HRC	Ballynahinch	HRC	Manned	No	
Bann Road HRC	Castlewellan	HRC	Manned	No	
Camlough HRC	Camlough	HRC	Manned	No	
Cloonagh road HRC	Downpatrick	HRC	Manned	No	
Crossmaglen HRC	Crossmaglen	HRC	Manned	No	
Hilltown HRC	Hilltown	HRC	Manned	No	
Kilkeel HRC	Kilkeel	HRC	Manned	No	
Newry HRC	Newry	HRC	Manned	No	
Newtownhamilton HRC	Newtownhamilton	HRC	Manned	No	
Warrenpoint HRC	Warrenpoint	HRC	Manned	No	
10 Total locations					

Please note that others are also installing AEDs across NI and consultation with these groups should take place i.e. Henderson group who plan to install 27 in NManD area.

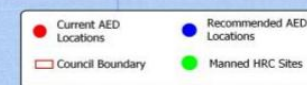
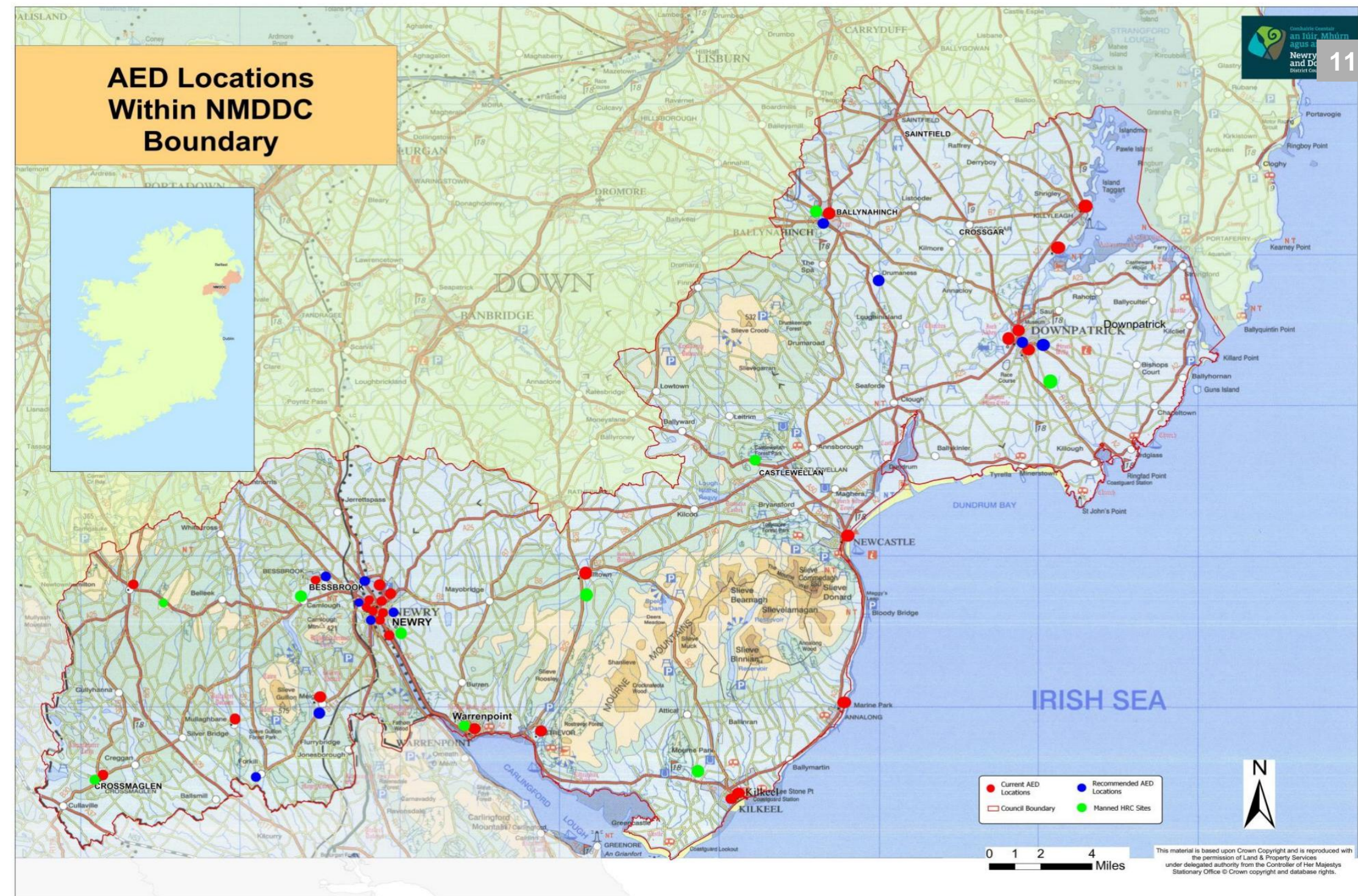
Refer to DHSSPS who have developed a Community Resuscitation Strategy.

References;

<http://www.dhsspsni.gov.uk/index/resus-strategy.htm>

www.heartofourcommunityni.com

AED Locations Within NMDDC Boundary



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Appendix 2 - Costs Associated with AED's

Capital Costs	SP1 iPad AED	
Defibrillator	£1,000	
Infant/Child key	N/A	
Heated Outdoor Cabinet - Not Fireproof	£600	
AED Responder Kit(Gloves/Scissors/Razor/Wipes/Tissues/Rescue Mask/Heat Blanket)	FOC	
Portable Carry Case for AED's	£155	
Maintenance Costs		
Battery	£125	
Adult Pad		
Child Pad	£25	
Infant/Child key	N/A	
AED Responder Kit(Gloves/Scissors/Razor/Wipes/Tissues/Rescue Mask/Heat Blanket)	£25	
Training Costs		
Training Defibrillator	£300	
Training Pads	£40	
Training Course - Staff	£350	Package for a group of 12 people
		This rate is based on a package priced at £200 for 10 people.
Red Cross Community Training Course	£20 Per Person	

Notes:

BHF Offer partial funding towards either ZOLL AED Plus or iPad SP1 AED's for Community Groups only, where eligible groups are required to make a £400 contribution.

Agenda Item:	
Report to:	Active and Healthy Communities
Subject:	Defibrillator provision
Date:	19 October 2015
Reporting Officer:	Michael Lipsett
Contact Officer:	Roland Moore

Decisions Required

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

- **Options for the provision of Defibrillators**

1.0	<p><u>Purpose & Background</u></p> <p>At the August Council meeting, the following motion was agreed; It was agreed that Council investigate the increase of defibrillators in public buildings and on Council owned grounds and ensure that all defibrillators were registered with the Northern Ireland Ambulance Service and any database that may be established in the future by the Northern Ireland Assembly.</p>
2.0	<p><u>Conclusion</u></p> <p>A working group of Officers from a number of departments was set up and a number of key actions agreed to implement the Council's motion, these were;</p> <ol style="list-style-type: none"> 1. Undertake an audit of all Council properties on AEDs 2. Recommend what provision should be for Council properties 3. Notify NIAS where existing AEDs are located 4. Identify areas for future work <p>In addition, the Council has recently received requests to facilitate third party AEDs through community groups, within the district. This report also seeks to address these requests.</p> <p>1. <u>Audit</u> Appendix 1 details the audit of Council buildings in the district with AEDs. There are currently 27 AEDs in operation at Council facilities.</p> <p>2. <u>Future Provision</u> It is recommended that 11 number of Council buildings should also have AEDs installed. There are a number of Council buildings that Officers would not recommend installing AEDs as these are generally</p>

unmanned sites. A new procedure for the use of AEDs is to be developed. Appendix 2 details the capital and revenue costs associated with AEDs. Provision at HRCs also to be reviewed (10 sites in total).

3. Notification

The existing AED provision in Council buildings should be notified to NIAS. Any future increase will be notified to NIAS and any other future database.

4. Future Work Areas

Research and discussions would take place with the leagues and clubs who use Council pitches to identify how the Council could assist groups to secure AED provision.

The Council currently have an AED for the Carrigenagh Road football complex which is signed out from Kilkeel LC. It is recommended to explore how this could be replicated at other complexes, such as Derryleckagh and Newcastle, if clubs and leagues are unable to provide AEDs themselves.

In addition, a geographic/demographic review should be undertaken in consultation with NIAS to plot locations of AEDs and a review should also be undertaken for external leisure facilities e.g. tennis courts, bowling pavilions, etc., to determine need based on location of other AEDs. Review also to cover HRC sites.

5. Third Party Requests

The Council have previously been involved in Community led AED provision with minimal input and cost from the Council. This is generally in the form of facilitation of AEDs on Council properties and basic maintenance of facilities. Two further requests from Community led organisations have been received, please see Appendix 3 for details of these requests. It is recommended to approve these and future Community led schemes, subject to the principles set out in Appendix 3. Should the Council wish to fund these projects, then additional money will be required in the 2016/17 Capital budget.

Recommendations

Suggested actions to be taken are as follows;

1. Increasing the provision of AEDs by 11 at Council Buildings at an estimated cost of £11,000 to be considered as part of the 2016/17 rates estimates process.
2. Notify NIAS and other relevant bodies as to the locations of current and future AEDs.
3. Undertake review with leagues and clubs and assist them with AED provisions i.e. help sourcing of funding from other bodies.
4. Explore provision of two additional AEDs for the Derryleckagh and Newcastle complexes at an estimated cost of £2,000 to be considered as part of the 2016/17 rates estimates process.

	<p>This is subject to agreement/acceptance with user groups and outcome of point 3 above.</p> <p>5. Plot AEDs on map and consult with NIAS (and other bodies i.e. DHSSPS) on AED coverage prior to considering additional needs at other facilities i.e. leisure facilities and HRCs.</p> <p>6. Approval of Community led AED provision where costs are nominal to the Council where requests comply with the principles detailed in Appendix 3.</p>
3.0	<p><u>Resource Implications</u></p> <p>There are capital implications to be considered as part of the rates process.</p> <p>There are also training resource implications for staff to deliver AED training (initial and refresher training). It is recommended that this training be delivered corporately through H & S training budget and the revenue costs of £6,000 p.a. added for 2016/17 and subsequent years thereafter.</p>
4.0	<p><u>Appendices</u></p> <p>Appendix 1 – Audit of Council manned buildings and map</p> <p>Appendix 2 – Costs associated with AEDs</p> <p>Appendix 3 – Existing requests from Community led groups and principles for approving these schemes</p> <p>Appendix 4 – Map</p>

Appendix 3 – Existing requests from Community led groups

The Council has previously been involved (under DDC) in Community led AED provision with nominal input and cost from the Council, generally in the form of facilitation of AEDs on Council properties and basic maintenance of facilities. This was at the BT box facilities in Crossgar and Downpatrick, which were each transferred from BT to legacy DDC for the nominal sum of £1. To facilitate further requests, a series of principles for approval of AED requests from Community led groups as are laid out below:

Councils Guiding Principles

- The schemes must be Community led.
- The capital costs must be covered by others.
- The AED's must be Community maintained.
- Insurance and training must be provided by others.
- There must be nominal costs to the Council.
- Council will facilitate the placement of AED requests and can provide standard maintenance to the structure/power supply of the unit where appropriate.
- SLA to be implemented where appropriate.

Details of the two existing requests from Community led groups are as follows:

Newcastle Scheme

- The scheme is Community led by Donard Fundraising Group.
- The Red Cross have AED trained 15 users.
- Donard Fundraising Group are responsible for internal maintenance and cleansing of the BT Unit i.e AED, consumables and cabinet
- BT are responsible for the power supply
- Council are responsible for the external maintenance and cleansing of the BT Kiosk i.e Painting, repair and maintenance.
- Council are to pay a nominal fee of £1.00 for the purchase of the BT Kiosk.

Crossmaglen Scheme

- The Community group have requested assistance for the provision of an external AED
- The Community First responders are to be trained
- The Council requested to provide the facility for the installation of the AED. i.e external wall of Crossmaglen Community Centre

Agenda Item:	<i>Regional Shared Space Sports Facility – Ballinran, Kilkeel</i>
Report to:	Active and Healthy Communities Committee
Subject:	<i>Request from Valley Rangers FC / Ballinran Community Association for Additional Funding for a ballstop fence and to extend the vehicular access to provide additional car parking</i>
Date:	15.10.15
Reporting Officer:	Paul Brannigan – Estates Officer
Contact Officer:	Paul Brannigan – Estates Officer

Decisions Required

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

- ***Request from Valley Rangers FC / Ballinran Community Association to increase Council funding of this project by an additional £6,138.50 (from £246,450 to £252,588.50)***

1.0 Purpose & Background

1.1 *Purpose for the report:*

To enable Council to consider a request from Valley Rangers Football Club / Ballinran Community Association to provide funding for 1 no. ballstop fence and extend the stone vehicular access road to provide additional car parking at the new 3G sports pitch.

Background to the issues:

Council is part funding this project with DSD. Funding approval has been obtained as follows:

Council: £246,450

DSD: £272,857

The project is 100% complete and has been handed over by the contractor. However shortly before completion the football club / community association requested the following additional works:

- *1 nr. ballstop fence behind the goal at the rear of the site, adjacent a private dwelling*
A 3m high fence has been provided around the perimeter of the pitch, but not ball stop fences behind the goals. However a dwelling / private ground, is located adjacent / behind the goal to the rear of the site, which is likely to be disturbed by balls coming into their private property.
- *Extend stoned access road to provide additional car parking adjacent the new 3G pitch*

A stoned access road was provided through this contract to enable the contractor to

	<i>access the site over an agricultural field, from the Ballinran Road – a distance of 138m approx. The football club request that an area of the stone road be widened to allow car parking adjacent the new pitch.</i>
2.0	<u>Key Issues</u>
2.1	<p><i>Ballstop fence:</i></p> <ul style="list-style-type: none"> • <i>High likelihood the neighbour in adjacent private dwelling will be unreasonably disturbed by footballs coming into their property and being recovered by footballers</i> • <i>Disturbance to football games due to delay having to recover balls from private neighbour's property</i> • <i>Health & safety risk of footballers climbing over stone boundary wall into adjacent private lane</i> <p><i>Road extension:</i></p> <ul style="list-style-type: none"> • <i>The Ballinran Road is narrow width and 60mph speed limit. Parking on the side of this road would create a health & safety risk</i> • <i>Although the Bracken Centre community building (adjacent the pitch) has a reasonable amount of off road / incurtilage car parking available, Council officers have been advised that on match days for the real grass pitch, cars also park on the private access lane located on the north boundary of the site, serving the private dwelling noted above, which has on occasion blocked access to the lane / dwellings. The new 3G pitch has the potential to exacerbate that problem</i> • <i>The new 3G pitch will be used by a high number of children who will be dropped off by parents in cars. The proposed extension to the access road will encourage parents to drop the children off beside the pitch and safely turn around within the site, rather than stopping on the Ballinran Road, which could create a blockage / health & safety risk</i>
3.0	<u>Resource Implications</u>
3.1	<ul style="list-style-type: none"> • <i>The contractor has quoted £12,277 to provide the additional work. DSD has agreed to fund 50%, if the Council provides the other half.</i> • <i>Financial - request by Valley Rangers FC / Ballinran Community Association to increase Council funding of this project by <u>£6,138.50</u> (to increase Council funding from £246,450 to £252,588.50)</i> • <i>DSD to extend the project completion date to accommodate the additional works within the terms of the current agreement</i>
4.0	<u>Appendices</u>
	<ul style="list-style-type: none"> ▪ Appendix I – Site layout drawing

Agenda Item:	Elected Members' Study Visit
Report to:	Active and Healthy Communities Committee
Subjects:	Report on Elected Members' Study Visit
Date:	19 October 2015
Reporting Officer:	Michael Lipsett, Director of Active and Healthy Communities
Contact Officer:	Kerri Morrow, Good Relations Officer Sonya Burns, Programmes Manager

Decisions Required

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

- **Notes the contents of the report**

1.0 Purpose & Background

Elected Members' Study Visit

The Good Relations District Study programme was funded under the Shared Communities theme of the Council's approved Good Relations Action Plan. The programme introduced elected members to each of the seven DEA's within the new council boundary. The programme consisted of presentations by various community organisations which showcased examples of best practice with a Good Relations Ethos.

In line with the Dialogue theme of the Good Relations Action Plan, the programme also provided the Elected members with the opportunity to engage with their Council colleagues out of the formal council setting. Section 75 of the Northern Ireland Act (II) states that Council should have regard to the desirability or promoting Good Relations between persons of different religious belief, political opinion and racial group. The Good Relations District programme was 75% funded by OFMDFM and 25% by Council.

The Content of the Programme is detailed in appendix 1. Both days concluded with an Evaluation session.

The theme of the event was 'past, present future'. Therefore learning from past projects and issues, outlining where we are now and potential opportunities for the future of the District in terms of Good Relations. The outcome of the programme is the sharing of information and examples of good practice in relation to community based initiatives with a Good Relations Ethos and focus. This gave local community representatives and key influencers access to Elected Representatives in their own

	<p>environment which showcased their projects and highlighted current issues. This Shared Learning programme will assist council in its approach and development of partnership working at a local level in the future. The programme also gave elected members the opportunity to engage and experience first hand the initiatives which are taking place in other DEAS but could potentially be replicated in their own.</p>
2.0	<p><u>Recommendation</u></p> <p>This report is for noting only</p>
3.0	<p><u>Resource Implications</u></p> <p>The programme was funded 75% by OFMDFM and 25% by Newry, Mourne and Down District Council through the Councils Approved Good Relations Action Plan 2015- 2016.</p>
4.0	<p><u>Appendices</u></p> <p>Appendix 1 – Study Visit Programme</p>

Appendix 1

Study Visit Programme

Day 1 - Friday 2 October 2015

9.30 NEWRY (Ethnic Minority Support Centre, Newry Town Hall)

Presentations Ethnic Minority Support, Justyna McCabe, NMDDC
 Traveller Forum, Kate Bingham, NMDDC
 North Street Art Project, Magnet YAC

12.00 SLIEVE GULLION (Slieve Gullion Park)

Presentations Rosemary Harpur/Kate Bingham/PSNI Representative
 'Around the World Project'
 Darren Rice, Slieve Gullion Forest Park

2.00 CROTLIEVE (Warrenpoint Town Hall)

Presentations Shirley Keenan, Warrenpoint Park Development
 Sonya Burns, Financial Assistance Presentation

4.00 MOURNES (Slieve Donard)

Presentations Colin Moffett, Greater Mourne Good Relations Forum
 Alan McCann/Maureen O Gorman ,LOHAH, SELB and JIMS

Day 2 - Saturday 3 October 2015

10.00 SLIEVE CROOB (Annesley Gardens)

Presentations Dr Sally Montgomery, Castlewellan Futures

12.00 ROWALLANE (Venue: The Bridge Centre)

Presentations Chris Hagan, Killyleagh Youth Group

2.00 DOWNPATRICK (Ballymote Centre)

Presentations Nicolas McCrickard, Rural Community Network

The Following Councillors and Officials participated and facilitated the programme:

Councillor Patrick Brown
 Councillor Michael Carr
 Councillor Charlie Casey
 Councillor Patrick Clarke
 Councillor Garth Craig
 Councillor Sinead Ennis
 Councillor Harry Harvey
 Councillor Valerie Harte
 Councillor Davy Hyland
 Councillor Roisin Mulgrew

Councillor Brian Quinn
Councillor Michael Ruane

Mrs Sonya Burns, Programmes Manager
Ms Kerri Morrow, Good Relations Officer
Mr Colin Moffett, Equality Officer

Report to:	Active and Healthy Communities
Subject:	Live Here Love Here
Date:	19 October 2015
Reporting Officer:	Michael Lipsett
Contact Officer:	Eoin Devlin

Decisions Required

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

- **Allow the request for 3 year support to the Keep Northern Ireland Beautiful 'Live Here Love Here' campaign to be submitted as part of the Rates estimates process**

1.0	<p>Purpose & Background</p> <p>We are currently supporting Live Here Love Here which helps to fund a regional promotional and advertising campaign in relation to Civic Pride. We are also operating the Down Your Street programme across the new Council area under this heading.</p> <p>To aid the future planning and efficient running of this programme we have been asked to give a commitment to continue to fund and partake for another 3 years</p>
2.0	<p>Recommendation</p> <p>Allow the request for 3 year support to the Keep Northern Ireland Beautiful 'Live Here Love Here' campaign to be submitted as part of the Rates estimates process</p>
3.0	<p>Resource Implications</p> <p>They have requested funding of £26,000 per year 50% of which will come back to the Council area either through our own 'Down your Street' programme or through a small grants scheme</p>
4.0	<p>Appendices</p> <p>Appendix 1 - Letter of request from Keep Northern Ireland Beautiful</p>

18th September 2015

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

Dear *Liam,*

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

Date 21 SEP 2015

Chief Executive
Liam Hannaway

**KEEP
NORTHERN
IRELAND
BEAUTIFUL**

RE: Live Here Love Here – request for funding 2016/17, 2017/18 and 2018/19

Live Here Love Here has been a huge hit with the public and we believe is working well for Councils too. Thank you for supporting this drive to build a 'can do' spirit and community pride. With most of the new Councils now involved we will be working to expand that involvement further and make this a truly nationwide campaign.

Of course it is early days and the turmoil of the past couple of years has affected, understandably, the speed with which things could get done. With this in mind I am writing to make two asks: 1) that the funding for this programme be presented to the Council committee for consideration at the start of the budgeting process and 2) that the programme be considered for funding for the next three financial years. The latter point is important in that it will allow the campaign to begin at the start of each year, will ensure continuous delivery and will consistently provide best value for money by avoiding stop/start activity.

This invest to save programme aims to change behaviours and reduce the financial burden being placed on rate payers. The £38m street cleaning spend is just the tip of the iceberg; with Tourism NI we have just commissioned a report to evaluate the hidden cost of litter on our economy.

In addition to the funding I would welcome the opportunity for Keep Northern Ireland Beautiful to present on Live Here Love Here in particular and about our work generally to the Council's elected members. Live Here Love Here is there to be used across all relevant work of the Council and can be adapted with localised branding.

Creating a movement of people who will volunteer to improve cleanliness and tackle wider social, environmental and economic issues provides a solid foundation for progress and prosperity in an increasingly difficult financial landscape. And remember that half the £26,000 being requested for each of the next three years goes directly back into the community to help them do just that, through the small grants programme.

I look forward to hearing from you in the near future and would be very willing to meet with you and your colleagues to discuss. I am sure you will require more detail in due course.

Yours sincerely



Dr Ian Humphreys
CEO

Bridge House, 2 Paulett Avenue, Belfast, BT5 4HD

T. 028 9073 6920 E. enquiries@keepnorthernirelandbeautiful.org

keepnorthernirelandbeautiful.org  

① COR. Httc.

② Ack Receipt.

Report to:	Active and Healthy Communities
Subject:	Houses in Multiple Occupation(HMO) Bill
Date:	19 October 2015
Reporting Officer:	Michael Lipsett
Contact Officer:	Eoin Devlin
<p>Members are asked to note the contents of the report, and consider and agree to:</p> <ul style="list-style-type: none"> • A response is prepared by the department in consultation with the Chief Environmental Health Officers Group 	
1.0	<p>Purpose & Background</p> <p>The council were asked to comment on the above bill. The closing date for responses was early in October and this timescale did not allow us to pass the response through a meeting of this committee. A response has now been prepared and returned to DSD as requested. Should elected members wish to add any comments a link to the Draft Bill is attached in the appendix.</p> <p>Part of this proposal will see the licensing of HMOs become a responsibility of the District Council</p>
2.0	<p>Recommendation</p> <p>A response is prepared by the department in consultation with the Chief Environmental Health Officers Group</p>
3.0	<p>Resource Implications</p> <p>None</p>
4.0	<p>Appendix</p> <p>Appendix 1 - Consultation response attached</p>



Northern Ireland Assembly

COMMITTEE FOR SOCIAL DEVELOPMENT

Please use this form to submit written submissions in relation to the Houses in Multiple Occupation (HMO) Bill. Return to committee.socialdevelopment@niassembly.gov.uk by Tuesday 6 October.

Name: _____James Campbell_____

Organisation: (if applicable) _Newry, Mourne and Down District Council_____

Date: _____21st September 2015_____

PART 1: MEANING OF "HOUSE IN MULTIPLE OCCUPATION"

Clause 1: Meaning of "house in multiple occupation"

A House in Multiple Occupation (HMO) is defined in **Clause 1 as** a building or part of a building (e.g. a flat) that is classed as living accommodation and is occupied by three or more people, who are members of more than two households. Additionally, accommodation is not an HMO unless rents are payable or other consideration is provided in respect of the accommodation. The clause also introduces Schedule 1 (exceptions) and confers a power to amend the definition of "house in multiple occupation".

The Council welcomes the definition to include 'any' building. However concern is raised that common parts may not be covered in the case of a self-contained flat. In addition in the circumstances where commercial buildings have been converted may fall outside the scope of the Bill. This is not clear within the proposed definition. It is requested that clarity is provided within any regulations. In addition the Council is concerned in relation to houses converted into multiple flats and how these flats will be treated if there are over occupied by members of the one family. These need to be covered by the HMO definition or else a standard for overcrowding across the private rented sector should be introduced to prevent gross overcrowding in house conversions.

Exemptions within Schedule 1 currently pertain to buildings occupied by students, including those run by educational establishments; religious communities; registered

housing associations would avail of an exemption. However these types of buildings, in which the most vulnerable may live, are not exempted under the current HMO registration scheme. The Council would be concerned that this sector could be regulated by a "light touch" form of accreditation which would not provide uniformity and consistency of standards across the sector.

In determining the appropriateness of any exemptions the Council would ask how many enforcement notices or other types of enforcement actions have been served / taken in relation to these types of buildings.

In relation to the exemption for 'Buildings Occupied by Owners', the inclusion of houses occupied by owners, may be used by some landlords as a loophole to avoid designation. It would also be difficult to disprove whether an owner actually lives in the property. If an owner lives on the premises then they should be included in the 'head count' as they will assist in forming a different family relationship. We also do not believe it would substantially change the risks in many properties.

Guidance and a methodology provided for enforcement officers in the case of houses occupied by religious communities is requested, as this is often difficult to disprove that the community is living as one.

Clause 2: Definition of living accommodation

Clause 2 defines "living accommodation" for the purposes of clause 1. A building, or part of a building, is living accommodation (i) if it is capable of being occupied as a separate dwelling or (ii) if it forms part of any building or group of building in single ownership and its occupants share a toilet, personal washing facilities or facilities for the preparation or provision of cooked food. "Single ownership" is defined in subsections (2) and (3) in a way which prevents avoidance of the legislation by artificially dividing ownership of a property between members of a family or connected companies.

The Council welcomes the definition within 2(5) pertaining to living accommodation however it is concerned about the application to common parts of self-contained flats which are in mixed tenure. The Council would welcome some clarity around this issue.

Clause 3: Cases where person is treated as occupying accommodation as only or main residence

Clause 3 outlines the fact that people count as occupants only if the accommodation is their only or main residence. However, accommodation occupied by a student during term time is regarded as that person's only or main residence. People staying in domestic violence refuges are to be treated as occupying them as their only or main residence.

The Council would request that further guidance is provided in relation to seasonal workers or workers brought in for a contract in a factory for example a 3 month period.

The Council would welcome further clarity within the regulations, including any specification of duration of time.

Clause 4: Persons who are members of the same household

Clause 4 specifies the meaning of "household" for the purposes of HMO licensing. This includes members of the same "family": the definition of family includes married, unmarried and same-sex couples, and step children, as well as blood relatives. Additionally, a person who is a personal or domestic carer in a residential capacity is to be treated as a member of the household for the purposes of this Bill. There is a power for the Department to provide that other persons are treated as being in the same "household".

The Council would not like to see those who require carers to be included under the HMO regime, therefore welcome this definition of 'same household'.

Clause 5: Notice regarding evidence of household

Clause 5 makes provision for a council to serve a notice on the occupants of a house where the council believe there are more than three people residing in the property and these people form more than two separate households. If insufficient evidence is provided that the house is not an HMO, the house is to be regarded as being one.

The Council welcomes this provision however it is imperative that guidance is issued by the Department to help clarify as to what they deem as acceptable proof.

Clause 6: Notice regarding continuation of occupation

Clause 6 makes provision for a council to serve a notice on a property that has ceased to operate as an HMO, because its occupants have reduced below 3, but which the council believe is likely to become an HMO again within 4 months. For example a student house during the summer months can then be treated as an HMO for certain regulatory purposes, even though it may actually have fewer than 3 people residing in it during those months.

The Council welcomes this provision however it is imperative that guidance is issued by the Department to help clarify as to what they deem as acceptable proof.

PART 2: LICENSING OF HOUSES IN MULTIPLE OCCUPATION**Clause 7: Requirement for HMOs to be licensed**

Clause 7 requires every house in multiple occupation that is not exempted to be licensed. A licence for an HMO authorises its holder and any agent named on the licence to allow the HMO to be occupied in accordance with the licence conditions. The clause also sets out that licences are to be issued by district councils for houses in their area, and the information which must be specified in a licence.

The Council is concerned with the use of the word 'every'. Not only would this approach be resource intensive for councils, but would place N.I out of touch with England and Wales where, licensing only applies to the highest risk of HMO's. 'The licensing of Houses in Multiple Occupation (Prescribed Descriptions) (England) Order

2006', have identified highest risk as, those of 3 storeys or more and occupied by 5 or more persons (who together form 2 or more households). The threshold was set at this level because the risks of fire and escaping from fire are greatest in buildings of 3 or more storeys. In 1997 the Entec report 'Fire Risk in HMO's' concluded: 'the number of occupants influences the risk.

The Council would suggest that licensing should be a properly targeted measure, used only where it is necessary to improve standards in this sector. Mandatory licensing is needed for certain situations and certain types of HMO to ensure a properly targeted approach, it therefore should be undertaken entirely on a risk based approach.

For those properties that are currently authorised they could then be transferred across to the new scheme.

Clause 8: Applications for HMO licence

Clause 8 outlines that applications must be made by the owner of the HMO. It also sets out the matters that are to be taken into account when a council is considering an application for an HMO licence. The details of the procedural requirements, in relation to an application for an HMO licence, are contained within Schedule 2.

The Council welcomes the provisions within this clause, however the set licence fee should be on a cost recovery basis.

In addition to planning approval, Building Control approval should also be achieved prior to an application being made.

Within clause 8(e) the term "Fit for Human habitation" is used. This is a general term unless it is referenced to the Housing Order 1981, as amended by The Housing Order 1992. As a general term it will be open to various interpretations. This should be changed to "the living accommodation should meet the statutory minimum standard for housing".

The "Fitness Standard" as set out in the Housing Order 1981, as amended by The Housing Order 1992 as the statutory minimum standard of housing is currently being reviewed by the DSD so it would not be appropriate to use the term "fit for human habitation". Using the term meets the "statutory minimum standard for housing" will make the Bill 'future proof' and would not necessitate change should the review result in changing the standard.

The Council advocate the adoption of the Housing Health and Safety rating system (HHSRS) as a tool to regulate the entire privately rented sector. This system assesses the property using a risk based approach and looks at 29 separate risks to health and safety of the occupant.

All tenures of housing should be required to meet the same statutory minimum standard for housing with additional protection for HMO due to their higher risks.

Clause 9: Breach of planning control

Clause 8(2) (a), as read with the definition in clause 9, provides that an application will be refused if the council feels there has been a breach of planning control. Carrying out development without the planning permission required or failing to comply with any condition or limitation subject to which planning permission has been granted, constitutes a breach of planning control. Refusals on this ground are treated slightly differently from refusals on other grounds. In particular, the refusal must be made with 28 days of the application and there is no appeal to the county court. However, if the applicant can show that there is no breach of planning control, they can make a renewed application for no additional fee.

The Council welcomes this link to planning control.

Clause 10: Fit and proper persons

Clause 10 specifies matters to which the council shall have regard (in addition to other things it may consider) when deciding whether an applicant or an applicant's agent is a fit and proper person. The material specified is: whether the person has committed certain types of offence, practiced unlawful discrimination or contravened housing law or landlord and tenant law; actions or failures to act in relation to antisocial behaviour affecting a house let by the applicant or for which the applicant was an agent; and other material considered by the local authority to be relevant.

The Council welcomes the provisions within this clause. However there is concern regarding the language used where some-one has committed an offence rather than having been convicted of committing an offence. Further clarity should be provided around jurisdictions, spent convictions, putting the onus on the applicant to provide any necessary information specified.

Additional guidance is required on the provision under 10(5) relating to 'any associate or former associate' has engaged in any of the conduct mentioned.

Clause 11: Satisfactory management arrangements

Clause 11 outlines the considerations that a council may take into account when deciding whether suitable management arrangements are in place at application stage.

The Council would require that guidance to be provided as to the assessment of a 'sufficient level of competence'.

Clause 12: Overprovision

Clause 12 states that, in deciding whether the granting of a licence will result in overprovision, councils must have regard to the number and capacity of licensed HMOs in an area, the need for this type of accommodation in that locality and such other matters as the Department may specify through regulations. Although a first-time application for a licence can be refused on the ground that it would result in overprovision of HMOs, an application to renew a licence cannot (see clause 20).

The Council welcomes this provision, however would be concerned that this may become a charter for inconsistency. As such there should be guidance on promoting a consistent approach within councils. The Council recognise the need to control the number of HMO's on any given area, and the issues associated with over provision. The Council would acknowledge the parallel with Council's new planning and community planning roles.

Clause 13: Suitability of living accommodation for multiple occupation:

Clause 8(2)(e), as read with clause 13, states that councils may only grant a licence if they are satisfied that the accommodation is suitable for use as an HMO for the specified maximum number of persons or could be made so by including conditions in the licence. The criteria that the councils must consider are given. It includes a power for the Department to set out minimum standards in regulations.

The Council welcomes this provision, however further guidance should be provided in order to both define and provide clarity around certain terms used throughout this clause, such as 'undue public nuisance', for example would this cover issues around car parking; also terms such as 'type of persons'; 'interior and exterior decoration'

The Council would welcome the addition of other risk areas to the minimum standards such as falls, risk of fumes etc. in line with the HHSRS. Within clause 13(5) there is a notable absence of fire safety and means of escape. The Council would also see that with the introduction of HMO licensing there is an ideal opportunity to have a formal MOU on a regional basis with the NIFRS.

Clause 14: Licence conditions

Clause 14 deals with the conditions that may be contained in licences. The council may include any conditions it considers appropriate for regulating the management, use and occupation of an HMO. The Department may also specify in regulations conditions which must be included. Conditions can include dates by which they come into effect.

The Council welcomes the provisions within this clause, in particular 14(3) which states the provision of regulations pertaining to the specification of HMO licence conditions. Standardised conditions upon issuing the licence will greatly aid consistency across councils

The Council would query the rationale and intention in relation to 14(4) and (5) particularly in relation to the class of persons occupying or visiting a HMO.

Clause 15: Temporary exemption notice

Clause 15 allows a council to issue a temporary exemption notice if the owner of an unlicensed HMO applies for one. The owner must explain the steps to be taken to stop the premises from being an HMO (such as ensuring that the number of occupants reduces below 3, or that sufficient basic amenities for exclusive use are installed so that occupants do not have to share them), and the council must be

satisfied that these steps will be successful. The HMO does not need a licence during the term of the notice, which is three months unless extended in exceptional circumstances.

The Council envisages there may in certain circumstances be a need to issue a temporary exemption notice in line with any existing tenancy agreement, i.e. where the HMO was in an area of high housing need and where remaining in the property there was no risk to health. Council officers should be allowed to exercise discretion in such exceptional circumstances. However the Council would not envisage any such notice should be valid for a period longer than 12 months in totality, i.e. inclusive of any extension as per clause 16.

The Council notes the need for protection that the required works will be carried out in full.

Clause 16: Extension of temporary exemption notice

Clause 16 allows for the extension of temporary exemption notice if the council are satisfied that special circumstances exist. A notice may be extended only once, and only for up to 3 months.

As per Clause 15

Clause 17: Safety and security requirements

Clause 17 specifies that the temporary exemption notice may require the owner to carry out work to improve the safety or security of the occupants for the duration of the notice. This could include minor works or the provision of removable equipment where licence conditions would normally require permanent, fixed items.

The Council notes the provisions within this clause.

Clause 18: Revocation of temporary exemption notice

Clause 18 specifies that if a council is satisfied that an HMO owner has failed to comply with any requirement included in a temporary exemption notice, the council may revoke that notice.

The Council notes the provisions within this clause.

Clause 19: Duration of HMO licence

Clause 19 states that an HMO licence lasts for five years, or a shorter period specified in the licence which cannot be less than six months. It starts on the date when notice of the decision to grant the licence is served on the owner, or another date specified in the licence. In the case of a licence granted because the council did not come to a decision within the period required, the licence will last for one year from the end of that period.

The Council would suggest that a standardised duration period is specified. Clarity on

the rationale for a non-specified period would be welcomed.

Guidance pertaining to specifics in dealing with the commencement of the 3 months period within which the council must make a determination on an application is required. The Council is of the opinion that this 3 month period should only commence once council have received a full application, all required supporting documents and appropriate fee. Formalisation of a process where an application is deemed as being duly made would also be welcomed.

Pertaining to this clause, within Schedule 2, 15(6) clarity is required on the deemed licence, i.e. is another application fee required after the specified one year period

Clause 20: Renewal of licence

Clause 20 provides for the renewal of an existing licence which must be made before the current licence ceases to have effect. As noted above, overprovision (Clause 12) is not a ground for refusing an application to renew.

The Council notes the provisions within this clause.

Clause 21: Application to renew: effect on existing licence

Clause 21 specifies that where an application to renew a licence is made the existing licence has effect until: the date of the new licence is granted or (if the renewal application is refused) the date the current licence ceases to have effect. Slightly different rules apply if the refusal is on the ground of breach of planning control.

The Council notes the provisions within this clause.

Clause 22: Variation of licences

Clause 22 sets out the procedure for varying a licence, which a council may do for its own reasons or at the request of the licence holder. If the council proposes the variation, it must give its reasons.

The Council welcomes the provision that a licence can be varied on either an application or on councils own initiative. The Council believe that there should be a fee payable on the application to cover costs incurred by the Council. Further that a fit and proper person test should apply in terms of any proposed changes to management agent.

Clause 23: Revocation of licences

Clause 23 allows a council to revoke a licence at any time. There are a number of possible grounds that may lead to the revocation of a licence. The licence holder or agent is no longer a fit and proper person under Clause 10; the accommodation is not fit for human habitation; the HMO management arrangements are not

satisfactory; the accommodation is no longer suitable for use as an HMO and cannot be made suitable; there has been a serious breach of a condition of the licence; there has been more than one breach of a condition (not necessarily a serious one). This Clause also specifies that it does not matter if the council has taken any other action or criminal proceedings have been commenced, the licence can still be revoked.

The Council welcomes the power to revoke a licence, however there is a need for guidance in this matter. There should also be a mechanism for bringing to the council any matters, including anti-social behaviour, change in conditions etc. that may necessitate any revocation.

Clause 24: Variation and revocation: procedure

Clause 24 introduces Schedule 4, which makes provision about the procedure for varying or revoking a licence.

The Council welcomes the provision, however guidance should be provided in order to provide clarity, thus inform any documented procedure to deal with the variation and revocation of a licence in line with Schedule 4.

Clause 25: Restriction on applications

Clause 25 prevents the council from considering certain applications. If an application was refused on the ground that a person was not a fit and proper person, the council may not consider an application from that person (for any accommodation) within a year of the refusal. If an application was refused on a ground relating to the accommodation (where the granting of the licence would create a situation of overprovision or where the accommodation is not habitable or suitable for use as an HMO), the council may not consider an application (from anyone) in relation to that accommodation, with the same period. This restriction does not apply if the local authority is satisfied that there has been a material change of circumstances, for example if a physical feature which made the property unsuitable for licensing has been altered.

The Council notes the provisions within this clause.

Clause 26: Joint licence holders

Clause 26 deals with the situation where an HMO is owned jointly by more than one person. The application for a licence may be made by one owner or jointly by more than one. Any joint licence holders can request to be removed from the licence at any time provided one owner continues to hold the licence.

The Council notes the provisions within this clause.

Clause 27: Surrender of HMO licence

Clause 27 specifies that the holder of an HMO licence may surrender the licence by giving notice to the council, in the specified form, to that effect.

The Council notes the provisions within this clause, however is of the opinion there must be a mechanism to prohibit a management company walking away from their obligations.

Clause 28: Change of ownership: effect on licence

Clause 28 states that an HMO licence may not be transferred to a new owner. So when a property changes hands, any HMO licence for the property ceases to have effect.

The Council notes the provisions within this clause, in particular that a new application must be made which would be subjected to the appropriate application fee.

Clause 29: Death of sole licence holder: effect on licence

Clause 29 transfers the licence of a deceased sole licence-holder to that person's executor. The licence expires three months after the date of death, unless the council is satisfied that it is reasonable to extend it in order to wind up the holder's estate.

The Council notes the provisions within this clause, in particular the flexibility to extend the licence as council deem reasonable.

PART 3: ENFORCEMENT OF LICENSING REQUIREMENTS

Clause 30: Unlicensed HMO

This clause creates a number of criminal offences relating to HMO licensing. An owner of a licensable HMO without a licence is committing an offence (unless the owner has a reasonable excuse). A person who acts as an agent for an HMO which is not licensed also commits an offence. And where the owner of an unlicensed HMO instructs an agent to act in relation to that house, the owner commits an offence.

The Council notes the provisions within this clause and welcome the inclusion of agent responsibility. Council need for guidance on terms within the clause to include 'reasonable excuse' subject to clause 34 and the information required as proof.

Clause 31: Exceeding licensed occupancy or breach of licence conditions

This clause creates the offence of allowing an HMO to be occupied in excess of the

number of persons authorised on the licence. It also creates offences related to breaching conditions in a licence. An owner, agent or other person named in the licence commits an offence if they breach a condition included in a licence. And an owner or agent commits an offence if any other licence condition is breached and they do not take reasonable measures to prevent it.

The Council notes the provisions within this clause. Council need for guidance on terms within the clause to include 'reasonable excuse' subject to clause 34 and the information required as proof.

Clause 32: Untrue claim that HMO is licensed

This clause makes it an offence to claim that a HMO is licensed when it is not.

The Council notes the provisions within this clause.

Clause 33: Agents not named in licence

This clause makes it an offence for an owner to authorise an agent to act in relation to house if the agent is not named in the licence. It also makes it an offence for a person to act as an agent in those circumstances.

The Council notes the provisions within this clause.

Clause 34: Reasonable excuse

This clause sets out some circumstances in which the owner of an HMO has a reasonable excuse for the purposes of clauses 30(1) and 31(2) and (3).

The Council notes the provisions within this clause. There is a need for guidance on terms within the clause to include level of information required to satisfy reasonable excuse.

Clause 35: Power to require rectification of breach

Clause 35 specifies that a council can serve a notice on a licence holder requiring action to be taken to rectify or prevent a breach of a condition in an HMO licence. A notice can be served irrespective of whether the council has taken any other action or whether criminal proceedings have been commenced. The action required may include the carrying out of work in or to the HMO.

The Council notes the provisions within this clause.

Clause 36: Revocation of rectification notice

This clause outlines the circumstances in, and process by which, a council may revoke a rectification notice under clause 35. In particular, a notice must be revoked if all the requirements set out in it have been complied with.

The Council notes the provisions within this clause.

Clause 37: Failure to comply with rectification notice

If the owner of an HMO fails to take any action specified in the rectification notice, by the date given in the notice, they will have committed an offence under clause 37. In determining the seriousness of that offence (for example, for the purposes of setting a fine), regard is to be had to the original breach which led to the issuing of the rectification notice.

The Council notes the provisions within this clause.

Clause 38: Revocation orders and disqualification orders

This clause gives a court powers to revoke an HMO licence and disqualify an owner from holding a licence, or an agent from being named on a licence, for a period not exceeding five years. These powers can be used on conviction of an offence under various provisions of the Bill.

The Council notes the provisions within this clause. Further consideration is required for specified template for disqualification orders and revocation orders and whether there is a need to prescribe these. If not, then there need to be a mechanism for liaise with the courts service upon the detail required within such orders.

Clause 39: Revocations and disqualifications: appeals

This clause specifies that a person may appeal against a revocation order or disqualification order.

The Council notes the provisions within this clause but would ask that clarity be provided on whether temporary exemption matters apply while any appeal is on-going.

Clause 40: Discharge of disqualification orders

This clause specifies that the court which made the disqualification order may discharge the order with effect from such date as the court may specify, if the court is satisfied that there has been a change in circumstances which justifies doing so.

The Council notes the provisions within this clause.

PART 4: STANDARDS OF HOUSING

CHAPTER 1: OVERCROWDING

Clause 41: Definition of overcrowding

This clause defines an HMO as being overcrowded when the number of persons sleeping in it contravenes either the room standard or the space standard.

The Council notes the provisions within this clause.

Clause 42: The room standard

This clause outlines the circumstances which are designated as a contravention of the room standard. These are circumstances in which persons aged 13 or over must share with another person of that age or with a couple.

The Council would question the rationale behind the increase in age from 12 (as per the Housing Act Room Standard) to 13 years of age. There are differences in various standards for overcrowding. The original statutory definition of overcrowding in England referring to room and space standards can be found in Part X of the Housing Act 1985 but has an age threshold for children over 10 both room and space standards.

The Bedroom Standard has been used from the 1960's to measure overcrowding in the UK also uses 10 as a threshold.

The NIHE Housing Selection Scheme Rules use age 7 as a threshold age.

The European Commission Eurostat Housing Statistics for overcrowding uses 12 as the threshold age.

These differences are not helpful. With HMO tenants at a higher risk than most other tenants in the private rented sector, should they not be offered better protection from overcrowding?

Clause 43: The space standard

This clause outlines the circumstances which may be designated as a contravention of the space standard. These relate to the amount of floor space there is in the property for each person resident of it.

The Council welcomes the formalisation of the current space standards used for HMOs.

Clauses 44 and 45: Overcrowding notices

Clauses 44 and 45 give the council the power to issue a notice where they believe an HMO is, or likely to become overcrowded. An overcrowding notice must, for each room, either stipulate the maximum number of persons who may occupy the room or specify that the room is unsuitable for occupation. This makes clear the maximum possible sleeping arrangement in the house.

The Council notes the provisions within these clauses.

Clause 46: Requirement as to overcrowding generally

The requirement under clause 46 requires that the terms of the notice must not be breached by allowing an unsuitable room to be occupied as sleeping accommodation and that the room standard must not be contravened. A notice including this requirement can have the effect of requiring the owner to reduce the occupancy of the house immediately – for example, by terminating a tenancy.

The Council notes the provisions within this clause.

Clause 47: Requirement not to permit new residents

Clause 47 is very similar in its effect to Clause 46, except that it covers occupation by new residents i.e. anyone not resident when the notice was served. This allows the existing situation to continue, even if the house is “overcrowded”.

The Council notes the provisions within this clause.

Clause 48: Notice requiring further information

Clause 48 allows the council to serve a notice requiring further information in relation to overcrowding. The information requested may be, among other things, the number of people sleeping within the HMO, the names of those individuals, the number of households to which they belong and the rooms used by the individuals and households respectively. This information may be used to determine whether an overcrowding notice has been breached, but may not be used in criminal proceedings against the person providing the information.

The Council notes the provisions within this clause.

Clause 49: Information notice: supplementary provisions

Clause 49 provides that a person commits an offence if they fail to provide information requested by an information notice or if they provide false or misleading information.

The Council would welcome guidance on the term misleading.

CHAPTER 2: SUITABILITY FOR NUMBERS IN OCCUPATION

Clause 50: Suitability notice

This clause makes arrangements about HMO suitability notices. Such a notice can be served in relation to any HMO which the local authority considers is not reasonably fit for occupation by the number of persons occupying it.

The Council would ask for guidance required for 50 (3) (b) where falls short of building regulations. Guidance under what circumstances one would evoke such a notice, for example under circumstances where been changes to a property after the licence was issued.

Clause 51: Contents of suitability notice

Clause 51 directs that a suitability notice must specify what the council considers to be the maximum number of persons by whom the HMO is suitable to be occupied. A suitability notice must contain either the general occupancy requirement or the new residents' occupancy requirement. It may also contain a statement of remedial work.

The Council would ask for guidance in relation to this clause.

Clause 52: Occupancy requirements

Clause 52 sets out that the general occupancy requirement is that the person on whom the notice is served must refrain from permitting more than the maximum number of persons to occupy the HMO. As with the similar requirement in an overcrowding notice, this can have the effect of requiring the owner to reduce the occupancy of the house immediately – for example, by terminating a tenancy. The new residents' occupancy requirement is that the person on whom the notice is served must refrain from permitting any new resident to occupy the HMO if that

person's occupation results in the HMO being occupied by more than the maximum number of persons. This can be used where the council considers that, although the accommodation is unsuitable for its current number of occupants, the balance lies in favour of letting the current situation remain (rather than requiring the immediate departure of one or more residents).

The Council notes the provisions within this clause.

Clause 53: Statement of remedial work

Clause 53 sets out that a statement of remedial work is a statement of work which the owner of the HMO may undertake and which, if done, will lead to the lifting of the suitability notice. Although the owner is not required to carry out the work, they can choose to do so as an alternative to having the restriction on occupancy imposed by the suitability notice.

The Council would welcome clarity as to the rationale as to why a notice may not state any fire safety measures.

CHAPTER 3: HAZARDS

Clause 54: Definition of a hazard

Clause 54 defines that a hazard in an HMO is something that constitutes a risk of harm to the health or safety of an actual or potential occupier. The risk may arise from a deficiency in the accommodation forming the HMO, any building or land the accommodation forms part of, or any building or land in the vicinity of that accommodation.

The Council welcomes the inclusion of common parts within this definition.

Clause 55: Hazard notice

This clause makes arrangements about hazard notices. Such a notice can be served where a council is satisfied that a hazard exists in relation to an HMO. There is also provision for this notice to be treated as an "emergency hazard notice" that can come into operation immediately where there is an imminent risk to any of the occupiers of the HMO.

The Council welcomes the inclusion of common parts within this definition.

Clause 56: Contents of hazard notice: prohibitions

A hazard notice may impose prohibitions on the use of any premises as the council considers appropriate in view of the hazard(s) to which the notice relates. Where

the hazard affects a flat, the prohibition may cover the use of any part of the building containing the flat or any external common parts. A prohibition may include a requirement to obtain the approval of the council for the use of the property in particular ways.

The Council would request guidance on use and content.

Clause 57: Contents of hazard notice: other matters

A hazard notice must specify in relation to each hazard: the nature of the hazard; the HMO in which it exists; the deficiency giving rise to the hazard; and the date on which the notice is made.

The Council would think that there is a need the same level of detail in clause 57 as per 56. It is the view of council that it is most likely that repairs are required in the common parts rather than prohibitions, thus covering owner occupiers also, however the same level of detail is absent from clause 57.

Clause 58: Works requirement

A hazard notice may also contain a works requirement. Clause 58 sets out that a works requirement is that an owner carry out work in order to remove the hazard. The work must be specified in the notice and can be anything which the council regards as appropriate for removing the hazard. If the work is done, the hazard notice must be lifted.

The Council would welcome clarity as to the absence of fire safety measures again,

The Council welcomes the option of carrying out works in default as stated in Schedule 3 but Management Orders would be a better solution to situations where the landlord is not in a position to carry out urgent works to a HMO. These orders could be delivered by the NIHE or Housing Associations.

Clause 59: Approvals as to the use of premises

This clause states that any approval of the council with regards to a prohibition placed on a property must not be unreasonably withheld and that the owner may appeal to a magistrates' court against a refusal to give approval.

The Council notes the provisions within this clause.

CHAPTER 4: FURTHER PROVISIONS ABOUT NOTICES UNDER THIS PART

Clause 60: Offences

This clause sets out the key criminal offences regarding notices under Part 4 of the Bill. These relate to failure to comply with requirements set out in a notice.

The Council welcomes the use of FPN in respect of these offences however it is concerned that fines are currently being issued at levels significantly lower than the fixed penalty level. This matter must be addressed in order to assist Council in discharging their enforcement duties.

Clause 61: Further provisions

Clause 61 introduces Schedule 5, which makes further provisions about notices under this Part.

The Council notes the provisions within this clause.

PART 5: SUPPLEMENTARY

Clause 62: HMO register

Clause 62 requires each council to keep an HMO register containing details of each application for an HMO licence, the decision made on the application and subsequent progress of the licence. The register is to be publicly available, but the council must exclude any information that it considers could put any person or premises at risk.

The Council has a view that having 2 registers in the private rented sector is confusing for both the public and landlords. One single register should cover both sectors and would reduce bureaucracy and administrative costs. The Council would also prefer a nominated office instead of Head Office.

Clause 63: Code of practice

This clause creates a power for the Department to make regulations approving a code of practice laying down standards of conduct and practice to be followed with regard to the management of houses in multiple occupation.

The Council welcomes the provision of a code of practice.

Clause 64: Fixed penalty: service of notice

Clauses 64 to 66 provide for fixed penalty notices to be issued, instead of criminal proceedings. Clause 64 allows an authorised officer of the council, who has reason to believe that an offence has been committed, to serve a fixed penalty notice. The notice must set out the offence which is alleged to have been committed, and state the amount of the fixed penalty.

The Council welcomes the provision to issue a FPN, however where non-payment of FPN and courts issue a lower fine than FPN, particularly where FPN sum can be high. Note there is an ability to provide discounted period and clarification should be provided. Experience shows discounted increases likelihood of payment.

Clause 65: Fixed penalty: effect of notice

Where a fixed penalty notice is served on a person in respect of an offence, no criminal proceedings may be commenced against the person for the offence before the time specified in the notice has elapsed. The person may not be convicted of the offence if the person pays the fixed penalty notice.

The Council welcomes the ring fencing of FPN income.

Clause 66: Fixed penalty: power to alter amounts

Clause 66 allows for the Department for Social Development to alter the amounts of fixed penalty notices.

The Council notes the provision in this clause.

Clause 67: Appeals

Clause 67 lists the decisions against which an appeal may be made. Any person on whom the council is required to serve notice of a decision has the right to appeal against the decision to the county court. They must do so within 28 days (or within 7 days of receiving notice of the decision, if later), although the county court may decide to hear a late appeal if there are special circumstances.

The Council notes the provision in this clause.

Clause 68: Council's statement of reasons for decisions which may be appealed

This Clause specifies that when any decision to which Clause 67 applies is made, then the council must include a statement informing the person (a) that they may request an explanation of the council's reason for the decision and (b) of the right to

the appeal of this decision under Clause 67. Where a statement of reasons is requested, the council must supply that statement within time for the person to be able to appeal the decision. This right to a separate statement of reasons does not apply where the reasons for the decision are included in the original notice of the decision.

The Council would welcome guidance particularly in relation to template responses.

Clause 69: Powers of court on appeal

An appeal under Clause 67 is to be by way of re-hearing, but may be determined taking into account matters of which the council were not originally aware. The county court may confirm, vary or quash the decision of the council, or may remit it back to the council for reconsideration.

The Council notes the provisions in this clause.

Clause 70: Powers to require information and documentation: introductory

The powers conferred on the council by Clause 71, 72 and 73 are for the purpose of enabling the council to exercise any function on it conferred by this Bill and/or investigating whether any offence has been committed under this Bill.

The Council notes the provisions in this clause.

Clause 71: Power to obtain information from persons connected to the premises

This clause allows a council to serve notice on certain persons (defined as "relevant persons") to provide them in writing with details such as: the nature of the person's estate in the premises, the name and address of any other person known to them to have an estate in the premises, any other information which the council may reasonably require and may be known to the person. The notice may also require the person to disclose the relationship between themselves and any other occupiers for the purpose of establishing households and whether the premises are, or contain, an HMO. "Relevant persons" include licence holders, owners, occupiers and agents in relation to premises.

The Council welcomes this provision however in certain circumstances the council may require information before specified 21 days and would welcome this additional provision.

Clause 72: Power to require persons connected with the premises to produce documents

This clause allows the council to serve a notice on a “relevant person” (which has the same meaning as in clause 71) requiring the person to produce documents which the council requires and believes are in the person’s custody or control.

The Council notes the provisions in this clause.

Clause 73: Power to obtain information from other persons

This clause outlines that the council may require a “relevant person” to provide the council, in writing, any “relevant information” under that person’s custody or control. The clause then goes on to list those considered as “relevant persons” for this purpose (which are different from those for purposes of clauses 71 and 72) e.g. NIHE, educational institutions, estate agents, etc. The clause also sets out what is considered “relevant information” e.g. information which indicates a building or part of a building may be an HMO.

The Council would request the inclusion of PSNI, NIFRS, Health and Social Care Trusts as a relevant person.

Clause 74: Failure to comply with notice under Clause 71, 72 or 73

A person commits an offence if they refuse or fail to provide information or a document requested under Clauses 71, 72 or 73 and does not have a reasonable excuse for that failure, or if they supply false information or falsify a document.

The Council notes the provisions in this clause.

Clause 75: Unauthorised disclosure of information obtained under Clause 73

An employee of the council commits an offence if they disclose, without lawful authority, any information which the council has obtained under clause 73 and the employee has acquired through their employment and which relates to accommodation that is, or is believed to be, an HMO. This helps to protect the confidentiality of information obtained from other public authorities under that clause, which may have originally been obtained under statutory powers and for other purposes.

The Council notes the provisions in this clause.

Clause 76: Court to inform council of convictions

This clause applies where a court convicts a person of any offence under this Bill, with the exception of an offence under Clause 75. It requires the clerk of the court to send to the council details of the conviction and sentence and a note of any revocation or disqualification order made by the court in consequence of the conviction.

The Council notes the provisions in this clause.

Clause 77: Powers of entry: without warrant

This clause applies where a council considers that an examination of any living accommodation is required to allow them to establish: whether it is an HMO; whether to grant, vary or revoke a licence or whether any other function under this Bill should be exercised. A person, authorised in writing by the council, may carry out the examination at a reasonable time and must give at least 24 hours notice to the owner and occupiers of the accommodation if practicable. The person may not use force in the exercise of the power conferred by this Clause.

The Council would highlight that under 77(3) specified 24 hours' notice at the initial application, it is not practical to give 24 hours' notice where there is reasonable grounds to suspect non-compliance; there should be power of entry at reasonable times.

Clause 78: Powers of entry: with warrant

A lay magistrate may issue a warrant under this clause authorising a person named in the warrant to enter and search the premises specified in the warrant. The warrant may only be issued if two conditions are satisfied:

- 1) A person acting on behalf of the council, reasonably requires to enter or search the premises to establish whether an offence has been committed, a requirement imposed by a notice has been or is being complied with or any of the matters mention in Clause 77(1) (a), (b) & (c) (that is, whether living accommodation is an HMO, whether to grant, vary or revoke a licence, or whether to exercise any function under the Bill).
 - 2) The premises are unoccupied or temporarily vacant, or applying to the owners or occupiers for entry would defeat the purpose of the entry or the search, or entry has already been sought under Clause 77 but has been refused.
- The clause sets out a number of safeguards governing the issue and execution of warrants.

The Council would highlight that in: 78 (1) lay magistrate and 78 (2) magistrate are

mentioned. Is this an intentional difference and if so clarity would be required?

Also the Council would like to highlight that a warrant under these provisions has only 1 month validation, whereas it is 3 months in other Council functions.

Clause 79: Powers of entry: supplementary provisions

This clause outlines the additional provisions associated with entering premises under Clause 77 or 78, including an offence of obstructing the execution of a warrant.

The Council notes the provisions within this clause.

Clause 80: Application by owner where consent withheld

This clause makes provision for a court of summary jurisdiction to grant the necessary consent to take action where that consent has been unreasonably withheld by a person involved with the property.

The Council notes the provisions within this clause.

Clause 81: Obstructions

This clause makes provision for where any person required, authorised or entitled to carry out work for, required by, or on behalf of the council is obstructed in carrying out that work. A court of summary jurisdiction may, upon application, order an individual to allow the authorised person to carry out the action in question. Any person failing to comply with this order is guilty of an offence.

The Council notes the provisions within this clause.

Clause 82: Effect of moving from accommodation for works to be carried out

This clause outlines that where a person vacates a premises for the purposes of allowing works to be carried out as required by any notice under the Bill, or a statement of remedial work, their tenancy or other occupancy arrangement is unaffected and is taken to not have been terminated, altered or varied. When the person regains lawful occupation they do so under the same terms.

The Council welcomes and notes the protection afforded to the tenant.

Clause 83: HMOs occupied in breach of Act

This clause confirms that notwithstanding any common law rule that unlawful contracts are not enforceable, a tenancy or licence in respect of an HMO remains enforceable, even if the landlord is required to obtain a licence under Part 2 of the Act but fails to do so.

The Council would seek clarification on the intention of this clause in relation to the

payment of rents.

Clause 84: Fees

This clause confers power to make regulations concerning fees, including the maximum amounts to be charged, how fees are to be calculated, and circumstances in which no fee is to be payable or in which fees are to be refunded.

The Council notes the making of regulations. It is councils view fee must be on a cost recovery basis as stipulated in 84 (3).

Clause 85: Guidance

A council must have regard to guidance issued by the Department about the exercise of its HMO licensing functions.

The Council would welcome the provision of comprehensive guidance.

Clause 86: Regulations and orders

This clause confers a power to make consequential and supplementary provision by regulations. It lists the regulations contained within the Bill that are subject to draft affirmative resolution. Regulations which are not listed in the clause are subject to negative resolution. The clause also lists the bodies the Department must consult with when making certain regulations.

The Council notes the provisions within this clause.

Clause 87: General notices

This clause directs that any "general notices" issued by a council under the Bill must be given in writing and published in such manner as the council considers appropriate.

The Council notes the provisions within this clause.

Clause 88: Interpretation

This clause defines a number of terms used throughout the Bill.

The Council notes the provisions within this clause.

Clause 89: Consequential amendments and repeals

This clause gives effect to the consequential amendments and repeals set out in Schedules 7 and 8 to the Bill.

The Council notes the provisions within this clause.

Clause 90: Commencement

Clause 90 enables the Department to make provision by order as to the day or days when the provisions of this Bill, excluding Clause 84 to 86, 90 and 91, come into operation. The listed clauses will come into operation upon receiving Royal Assent.

The Council notes the provisions within this clause.

Clause 91: Short title

Clause 91 provides that the Act shall be known as the Houses in Multiple Occupation Act (Northern Ireland) 2015.

The Council notes the provisions within this clause.

SCHEDULES:

Schedule 1: Buildings or parts of buildings which are not houses in multiple occupation

Schedule 1 contains the detail about the buildings, or parts of buildings that are not classed as HMOs for the purposes of this Bill.

The Council would re-state its comments regarding its concerns over the exemption of religious communities, Housing Associations, educational establishments and, building occupied by owners.

Schedule 2: Applications for HMO licences: requirements and procedure **Schedule 2 contains the detail about the procedure for the consideration of an application for an HMO licence.**

The Council notes the provisions within this clause.

Schedule 3: Further provision about notices that require works to be carried out **Schedule 3 contains the detail about the provisions relating to notices requiring works to be carried out.**

Part 1: Provision applying to all notices that specify works

Part 2: Failure to carry out works required by rectification notice or hazard notice

The Council notes the provisions within this clause.

Schedule 4: Variation and revocation of HMO licences: procedure Schedule 4 contains the detail about how and why a council may go about varying or revoking an HMO licence.

The Council notes the provisions within this clause.

Schedule 5: Part 4 notices: further provisions Schedule 5 contains the detail about the serving and operation of Part 4 notices.

Part 1: Service and date of effect of notices

Part 2: Suspension of effect of notices

Part 3: Variation and revocation

The Council notes the provisions within this clause.

Schedule 6: Definitions for the purpose of Clause 73 Schedule 6 contains definitions of terms used in Clause 73 of the Bill.

The Council notes the provisions within this clause.

Schedule 7: Consequential amendments This Schedule contains the detail of the consequential amendments resulting from the introduction of this Bill.

The Council notes the provisions within this clause.

Schedule 8: Repeals This Schedule contains the detail of the repeals resulting from the introduction of this Bill.

The Council notes the provisions within this clause.

For official use only

Date received: _____

Ref Number: _____

Report to:	Active and Healthy Communities
Subject:	Go Ultra Low Proposal :EV Angel Project
Date:	19 October 2015
Reporting Officer:	Michael Lipsett
Contact Officer:	Sheena McEldowney

Decisions Required

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

- **The Council support the EV Angel project bid ‘in principle’.**

1.0	<p>Purpose & Background</p> <p>The Council have signed up ‘in principle’ to supporting a Northern Ireland Regional Bid for a project to increase the uptake of ultra low emission vehicles.</p> <p>The proposed EV Angel project is being led by DRD. The aim of the project is to increase the uptake of ultra low emission vehicles, improve air quality and develop the region as an exemplar region for innovation in electric vehicle usage.</p> <p>In supporting this project the Council will be delivering on its corporate plan objective of protecting our natural and built environment and in supporting improved health and wellbeing. The Council has been monitoring air quality across the district for many years with Newry City in particular being found to have poor air quality. A project of this type which will encourage low emission vehicles and sustainable travel will be an innovative tool in helping to address poor air quality in the district.</p> <p>DRD will be notified in December 2015 if they have been successful with their bid to OLEV.</p>
2.0	<p>Recommendation</p> <p>The Council support the EV Angel project bid ‘in principle’.</p>
3.0	<p>Resource Implications</p> <p>None</p>
4.0	<p>Appendices</p>

	Appendix 1 - Ev Charter Document
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Northern Ireland's
Go Ultra Low Proposal

Go Ultra Low Bid - Charter

Newry, Mourne and Down District Council is prepared, in principle, to support the promotion of Ultra Low Emission Vehicles (ULEVs) within our District. This means we will:

- Share examples of how we are considering / using ultra low emission vehicles across our organisation;
- Show how we are promoting the use of ultra low emission vehicles together with alternative more sustainable travel options for our staff and employees;
- Provide examples of the work that we have done to promote sustainable transport within Northern Ireland.

In principle we agree to provide the following commitments to the Go Ultra Low Bid:

General Marketing

- Be an active loyal ambassador or advocate for ultra low emission vehicles in Northern Ireland;
- Show clear leadership for the uptake of ultra low emission vehicles, within the Northern Ireland car retail sector;
- Provide information and support to all our staff, so that they can promote the benefits of ultra low emission vehicles and provide the best available information about them to customers;
- Engage fully with the Earni team, to help them promote the benefits of ultra low emission vehicles and significantly increase their uptake across Northern Ireland;
- Consider the use of the Earni Ambassador (stakeholder) toolkit, as soon as it becomes available;
- Contribute and manage relevant content on the earni digital platform (one-stop-shop);
- Ensure that at least one member of staff will attend all the Earni stakeholder group meetings, to ensure that the voices of Newry, Mourne and Down District Council are being heard.
- Consider a contribution of financial support towards the package of earni marketing activities, including a high profile, multi-media advertising campaign, high profile events, an authoritative and fully interactive digital platform (one-stop-shop) for ULEVs in Northern Ireland; a suite of promotional materials and ambassador toolkits and so on. The level of funding per year, over the 5 year period, would be discussed and agreed with all 11 councils in Northern Ireland if the earni bid has been successful.

Specific Measures to Increase the Uptake of ULEVs, some of which will have financial support from the ecarni funding award (if successful)

- Promote the increased use of ULEVs throughout the Council demonstrating our commitment towards sustainable development and corporate social responsibility.
- Deliver a programme of marketing activities in partnership with the ecarni team, to help promote ULEVs in the council area.
- Facilitate engagement with local business and the wider community to promote and develop the ecar brand to facilitate a change the region's travelling practices.

Name / position Chris Hemmery Chief Executive

Signed on behalf of Newry, Mourne and Down District Council

Agenda Item:	
Report to:	Active and Healthy Communities
Subject:	Report on the Cycle to Work Scheme and the Council's involvement in this scheme.
Date:	19 October 2015
Reporting Officer:	Michael Lipsett
Contact Officer:	Sheena Mc Eldowney

Decisions Required

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

- **Introduce a cycle to work scheme for staff and elected members**

1.0	Purpose & Background At the September Regulatory and Technical Services Committee it was requested that a report was provided on the Cycle to Work Scheme and the Council's involvement in this scheme. The legacy Newry and Mourne and Down District Councils operated a cycle to work scheme from 2007 to 2014 with 183 employees availing of the scheme. The scheme operated in partnership with an external provider.
2.0	Recommendation Council to introduce a cycle to work scheme for staff and elected members.
3.0	Resource Implications Officer time to administer a scheme depends on the type of scheme introduced and the uptake of the scheme amongst staff. This may vary from 0.5 to 2 days per fortnight.
4.0	Appendices Appendix 1 - Cycle to Work Scheme

APPENDIX 1

Cycle to Work Scheme

October 2015

The cycle to work scheme is a government approved salary sacrifice initiative which allows employees to hire a bike and accessories up to the value of £1000 (tax-free) from their employer. The aim of the scheme is to encourage employees to cycle to work and allows employers to reap the benefits of a healthier workforce.

Employees signed up to the scheme must ensure that 50% of use of the cycle and safety equipment is for qualifying journeys i.e. journeys in connection with their employment (to and from work or between workplaces). Employees who do not use their cycle for the appropriate qualifying journeys may lose the tax exemption benefit.

The legacy Newry and Mourne and Down District Councils operated a cycle to work scheme from 2007 to 2014 with 183 employees availing of the scheme. The scheme operated in partnership with an external provider. The role of the external provider in such a scheme is to be a source for council employees to choose a bike they wish the council to purchase. Having purchased the bike through the external provider the council hires it out to the employee for a 12 month period following which the employee can purchase the bike. The external partner will have a list of shops from which the employee can choose from.

Initially the council's external provider was Cyclescheme Limited and most local independent bike stores were part of this scheme. The council continued with this arrangement until September 2012 and then opened a new scheme administered by Halfords. It was felt that the scheme offered by Halfords was more advantageous to council employees and to the council than that offered by Cyclescheme. The main reasons being:

- Participants do not have to wait to collect their bike until the Council has paid for the bike
- The scheme places less administration time on council finance staff approximately 0.5 days per fortnight in comparison with 2 days per fortnight with the original scheme.

Halfords have stores in Newry and Downpatrick and independent retailers can also sign up to the Halfords scheme at a charge. Some of the local independent traders

expressed concerns with the Halfords Scheme and did not sign up to be independent retailers as part of the scheme.

A special council meeting was held in June 2013 to discuss the councils cycle to work scheme, both Halfords and local traders were invited to attend the meeting. The council made the decision to close the Halfords cycle to work scheme in November 2014.

The legacy Down District Council operated a cycle to work scheme with Halfords during the 2010 year as part of a staff health and wellbeing initiative. 36 members of staff had signed up for a bike package as part of the scheme.

Issues for the council to consider in introducing such a scheme are:

- Type of scheme to be introduced e.g. external provider or in-house scheme.
- Resource implications on staff in administering a scheme.
- The implications for staff and council when bikes awarded through the scheme are not used for the appropriate qualifying journeys to ensure they qualify for tax benefit.
- Facilities available at council sites to encourage staff to cycle to work e.g. cycle stands, showers



23 September 2015

**Social Investments Team
Northern Ireland Housing Executive
2 Adelaide Street
Belfast
BT2 8 PB**

Email: socialinvestments@nihe.gov.uk
Phone: 028 90318333

Dear Colleague,

Social Housing Enterprise Strategy: Expression of Interest

the Northern Ireland Housing Executive has launched its Landlord Services' Social Housing Enterprise Strategy and is inviting Expressions of Interest in applying for investments in existing or proposed local social housing enterprises and social entrepreneurs.

This new source of social investment finance is aimed at delivering social and economic benefits to local communities throughout the Housing Executive's housing communities. It is anticipated that these enterprises will be based around viable business ventures which are sustainable, and will assist in building social and economic well-being within those same housing communities.

The range of social finance investments which is being made available is detailed in the Guidance Notes overleaf and, essentially, falls into 2 distinct categories:

- Investment awards of between £10,000 and £ 50,000, and
- Smaller Start-up awards including up to £500 as an Education Grant, and up to £1,000 as a Business Start-up grant.

If your community or you, as an individual social entrepreneur, are interested in submitting an Expression of Interest or wish more information, please complete the enclosed form and return it to the Social Investments Team, preferably by email, at the above address as soon as possible.

On receipt of your Expression of Interest, the Team will be in touch to advise you on the next stage.

Please note that the Strategy's Investment Scheme current call closes to applications on Thursday, 12 November 2015, at 4.00pm.

Yours faithfully

Ward Erwin

Social Investments Manager



Landlord Services' Social Housing Enterprise Strategy

Expression of Interest Form

Our Ref: 1/(insert no.)

Do you intend applying for an investment award or simply wish more information?	
If it is for more information, please provide details:	
Are you applying on behalf of a Group or as an Individual?	
If a Group, is it an existing or proposed Community, Voluntary or Social Enterprise organisation? Please specify:	
Name of Group or Individual:	
Postal Address:	
Post Code:	
Contact Phone No. Landline: Mobile:	
Email:	
Website:	
Contact Name:	
Please state the name and location of the community(ies) which is to benefit from your social enterprise initiative.	
Category of investment being applied for: please tick the relevant box:	
Education Grant: up to £500	
Start-up Grant: up to £1,000	
Investment Award: up to £10,000	
up to £20,000	
up to £50,000	
Is the application for an existing or proposed social housing enterprise?	

Please email the completed form to - socialinvestments@nihe.gov.uk



Guidance Notes on applying for Social Investments

The Landlord Services' Social Housing Enterprise Strategy is making the following social investment awards available to support the development of social housing enterprises and social entrepreneurs within its housing communities.

Whether to a group or individual, the awards will be made on the assessment of the investment application received, taking into account the capacity of the applicant, the viability of their business proposal, their record of managing and delivering initiatives successfully, and the evident beneficial impact(s) that the proposal will have on the social housing communities concerned.

The Investment Awards are:

Education Grants: up to £500 to support individuals to learn about business and organisational development, including the payment of course fees.

Business Start-up Grants: up to £1,000 to support the development of a business proposal and the creation of a social housing enterprise.

Investment awards up to £10,000: to support the development of embryonic or new social housing enterprises where less than 25% of their income comes from trading.

Investment awards up to £20,000: to support emerging social housing enterprises which are evidently more developed, but require investment support to grow their businesses where between 25% and 50% of their income coming from trading.

Investment awards up to £50,000: to support social housing enterprises which are established and well developed, but the additional significant investment would grow the business and realise its full potential for the community. More than 50% of their income would be from trading.

You should clearly state your intended investment award category and value on the Expression of Interest form provided. On receipt of the completed Expression of Interest form, the appropriate application form will be forwarded to you.

We look forward to receiving your Expression of Interest.

Please note that the current Investment Scheme closes for investment applications on Thursday, 12 November 2015, at 4.00pm.



Sc130

ST PATRICK'S GRAMMAR SCHOOL
SAUL STREET
DOWNPATRICK
CO DOWN
BT30 6NJ

65

TEL: 028 4461 9722
FAX: 028 4461 9930
Website: www.spgs.org.uk

FAO: Mr Liam Hannaway
Chief Executive
Newry, Mourne and Down District Council
Council Offices
Monaghan Row
Newry
BT35 8DJ

1 October 2015

Dear Mr Hannaway,

I would like to record my appreciation for our local council's support for our environmental initiative today through provision of personnel, equipment, refuse bags and removal facilities for our 'Ballyhornan Beach Clean'.

You may be aware that Ballyhornan beach was recently highlighted as one of NI's most polluted beaches. In partnership with Translink Downpatrick and Newry, Mourne & Down District Council, 100 St. Patrick's Grammar School students spent the morning removing litter from the beach. Our students felt that this was one way in which we as a school could practically contribute to points 13, 14 and 15 of the United Nations' Seventeen Global Goals. Today could not have taken place without the direct input from the Environmental Officer, Ms Lucinda Scott.

Many thanks for your assistance and I really hope we can repeat this valuable experience in the near future.

Yours sincerely,

Seán Sloan
Principal

CC: Ms Lucinda Scott
Council Environmental Officer
Newry, Mourne & Down District Council
Downshire Civic Centre
Downshire Estate
Ardglass Road
Downpatrick
BT30 6GQ

A De La Salle Brothers School

Principal: Mr Seán Sloan MSc, PQH





Northern Ireland
Environment
Agency

614/31
Klondyke Building
Cromac Avenue
Gasworks Business Park
Malone Lower
Belfast BT7 2JA

66

Mr L Hannaway
Chief Executive, Newry, Mourne & Down DC
District Council Offices, O'Hagan House
Monaghan Row
NEWRY
Co. Down
BT35 8DJ

Direct Tel No: 028 90569538

Our Ref: ASSI423

2 October 2015

Dear Mr Hannaway

**CONFIRMATION OF CARRIVEMACLONE AREA OF SPECIAL SCIENTIFIC INTEREST
ARTICLE 28(6) OF THE ENVIRONMENT (NORTHERN IRELAND) ORDER 2002**

Date of declaration: 27 March 2015
Council Area: Newry, Mourne & Down DC
County: Co. Armagh
Irish Grid Reference: J079239, J080236

The Department of the Environment has now considered any objections or representations which it received regarding the above declaration and hereby gives notice that it has confirmed the declaration of Carrivemaclone Area of Special Scientific Interest (ASSI), as previously notified to you.

An amendment has been made to the wording in footnote (a) to the Schedule to reflect changes to planning legislation following the transfer of planning functions to local councils on 1 April 2015. The reference to the Planning (Northern Ireland) Order 1991 has been replaced with reference to the Planning Act (Northern Ireland) 2011.

As you will be aware from the citation documents received at the time of declaration, the above Area of Special Scientific Interest (ASSI) has been afforded legal protection against specified operations or activities that may damage its scientific features.

I refer you to the attached Schedule that lists those operations and activities which the Department considers may cause damage to the features of this ASSI and would remind you of the requirement to apply for written consent/assent from the Department **before** carrying any of them out.



An Agency within the Department of the
Environment
www.doeni.gov.uk



**INVESTORS
IN PEOPLE**

E Devlin - Attehra.

M Lipsett. - Info.

ANCKay - Info.

Northern Ireland Environment Agency (NIEA) has a statutory responsibility to manage and protect ASSIs and it wishes to work in a cooperative way with landowners and occupiers to secure the scientific features of those areas. Given this responsibility NIEA is also obliged to consider any damage to an ASSI as a serious matter and it is a criminal offence under Article 46 of The Environment (Northern Ireland) Order 2002 to cause damage to these lands.

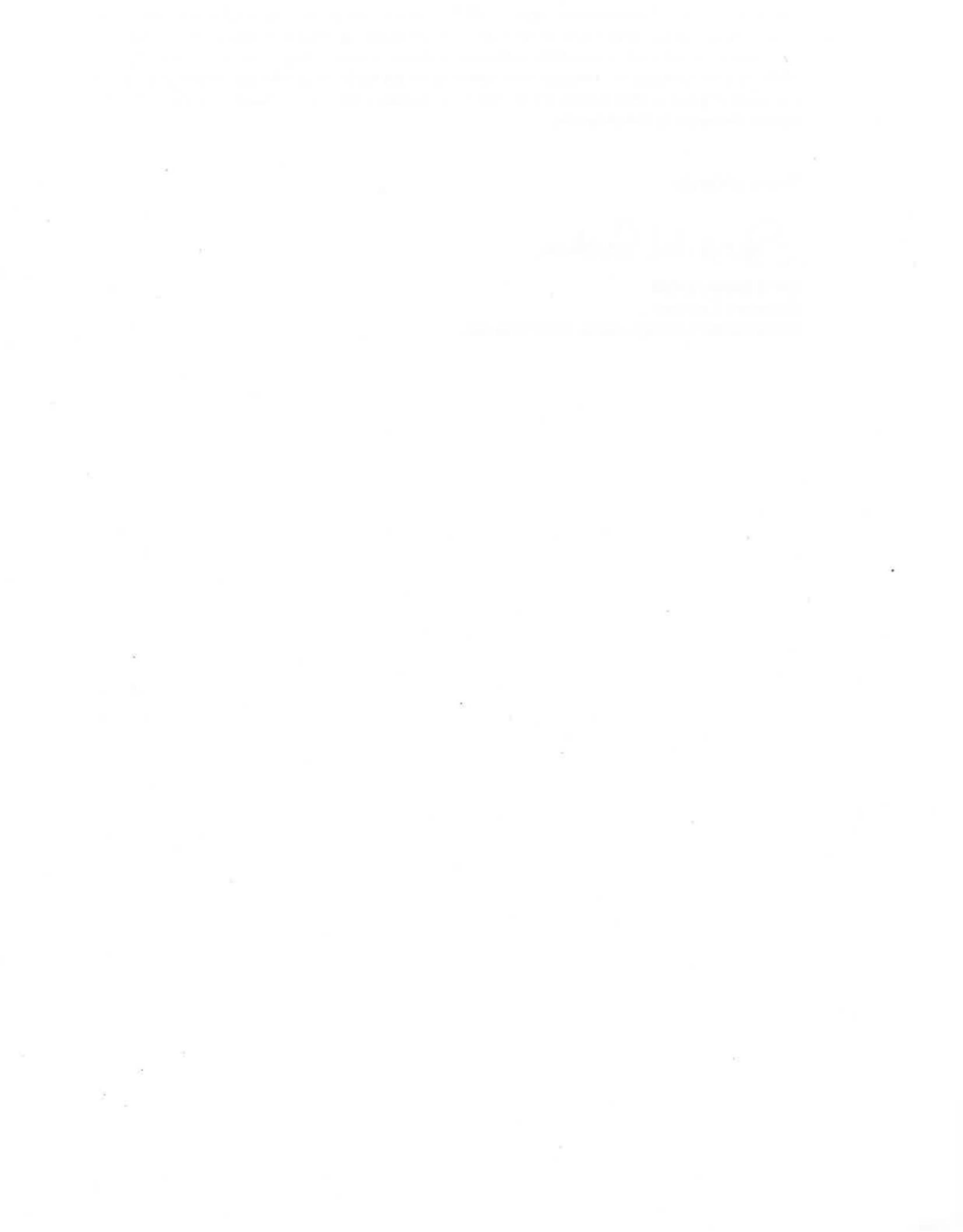
Yours sincerely



DR S McGUCKIN

Assistant Director

Conservation Designations and Protection



DEPARTMENT OF THE ENVIRONMENT

DECLARATION OF AREA OF SPECIAL SCIENTIFIC INTEREST AT CARRIVEMAclone, COUNTY ARMAGH. ARTICLE 28 OF THE ENVIRONMENT (NORTHERN IRELAND) ORDER 2002.

The Department of the Environment (the Department), having consulted the Council for Nature Conservation and the Countryside and being satisfied that the area described and delineated on the attached map (the area) is of special scientific interest by reason of its geological features and accordingly needs to be specially protected, hereby declares the area to be an area of special scientific interest to be known as the 'Carrivemaclone Area of Special Scientific Interest.'

Carrivemaclone is of importance because of its geology. It is one of a series of sites that describes the Newry Igneous Complex (NIC), one of a number of granitic complexes emplaced within the Southern Uplands and Midland Valley Terranes in Ireland and Scotland during Caledonian times. This period was characterised by mountain building events following the closure of the Iapetus (proto-Atlantic) Ocean. The NIC intrudes older folded Silurian rocks and extends over an area of about 45km², from Slieve Croob in the north-east to Forkhill in south Armagh.

The NIC comprises a series of overlapping plutons consisting of a variety of acidic, intermediate and ultramafic rocks. U-Pb zircon dating method indicates that the age of the NIC is 414 to 407Ma (million years old). The north-east or the Rathfriland Pluton is the oldest at 413 to 411Ma, the central or Newry pluton is 411 to 410Ma, and the south-west or Cloghoge Pluton is the youngest at 407Ma.

The NIC featured in past international debates concerning the origin of granitic rocks; whether such rocks were derived ultimately from a magma source or whether they represent the end point of an alteration process affecting pre-existing rocks. The NIC continues to be of considerable importance for research.

The site at Carrivemaclone comprises two sections; a roadside section immediately north of the Cloghoge Roundabout on the western (northbound) side of the main A1 Newry By Pass, and a roadside section at the southwestern side of the A1 onslip at Cloghoge.

At the first section on the main A1, the northern end of the roadside section comprises granodiorites of the central or Newry pluton (411 to 410Ma). The granodiorite is coarse grained and is hornblende rich. In some locations it appears to contain an abundance of plagioclase feldspar (greater than 65% total feldspar) so is closer in composition to monzogranite. Shear zones are abundant in this section and are found associated with the granodiorite of the central pluton.

At the onslip section, the granodiorite is fine grained and biotite rich and forms part of the south-west or Cloghoge pluton (407Ma). At this location the granodiorite is in contact with medium grained granophyre that forms part of the more recent (Palaeogene) Slieve Gullion Ring Dyke.

Whilst not exposed, the contact between the central and the southwest pluton can be

inferred to be between the two sections that comprise the Carrivemaclone site. Textural and compositional differences within the granodiorites allow differentiation between the two plutons. Shearing of granodiorites of the central pluton is likely related to the intrusion of the south-west pluton and progressive regional deformation.

Several dark green to black, fine grained basic dykes cut the granodiorite of the south-western pluton found at Cloghoge. These are composed of dolerite and are of Palaeogene age.

The rocks exposed at Carrivemaclone offer access to exposures that demonstrate the contact between two of the plutons that comprise the Newry Igneous Complex. The variety and relative timing of intrusion of the south-western pluton can be demonstrated at this site.

SCHEDULE

The following operations and activities appear to the Department to be likely to damage the geological interest of the area:

1. Any activity or operation that involves the damage or disturbance by any means of the surface and subsurface of the land including reclamation and extraction of minerals, including rock and gravel.
2. The storage or dumping, spreading or discharge of any material.
3. Construction, removal or disturbance of any permanent or temporary structure including building, engineering or other operations.
4. Alteration of natural or man-made features, the clearance of boulders or stones and grading of rock faces.
5. The following activities undertaken in a manner likely to damage the interest of the area:
 - i) educational activities;
 - ii) research activities;
 - iii) recreational activities.
6. Sampling of rocks, minerals, fossils or any other material forming a part of the site, undertaken in a manner likely to damage the scientific interest.
7. Use of vehicles or craft likely to damage the interest of the area.

FOOTNOTES

(a) Please note that consent by the Department to any of the operations or activities listed in the Schedule does not constitute planning permission. Where required, planning permission must be applied for in the usual manner to the council or the Department under Part 3 of the Planning Act (Northern Ireland) 2011. Operations or

activities covered by planning permission are not normally covered in the list of Notifiable Operations.

(b) Also note that many of the operations and activities listed in the Schedule are capable of being carried out either on a large scale or in a very small way. While it is impossible to define exactly what is "large" and what is "small", the Department would intend to approach each case in a common sense and practical way. It is very unlikely that small scale operations would give rise for concern and if this was the case the Department would normally give consent, particularly if there is a long history of the operation being undertaken in that precise location.

CARRIVEMACLONE ASSI

Views About Management The Environment (Northern Ireland) Order 2002 Article 28(2)

A statement of the Department's views about the management of Carrivemaclone Area of Special Scientific Interest ("the ASSI")

This statement represents the views of the Department about the management of the ASSI for nature conservation. This statement sets out, in principle, our views on how the area's special conservation interest can be conserved and enhanced. The Department has a duty to notify the owners and occupiers of the ASSI of its views about the management of the land.

Not all of the management principles will be equally appropriate to all parts of the ASSI and there may be other management activities, additional to our current views, which can be beneficial to the conservation and enhancement of the features of interest. It is also very important to recognise that management may need to change with time.

The management views set out below do not constitute consent for any operation or activity. The written consent of the Department is still required before carrying out any operation or activity likely to damage the features of special interest (see the Schedule on pages 2 & 3 for a list of these operations and activities). The Department welcomes consultation with owners, occupiers and users of the ASSI to ensure that the management of this area maintains and enhances the features of interest, and to ensure that all necessary prior consents are obtained.

MANAGEMENT PRINCIPLES

The earth science interest at Carrivemaclone occurs as road cut sections along the main A1 Newry By Pass and the associated Cloghoge onslip. The Department would encourage the maintenance of the ASSI and its earth science interest.

The geological series

Provided no damaging activities, as set out in the Schedule, are undertaken without consent, the needs of owners, occupiers and the Department can be met. Earth science features such as those at Carrivemaclone may require occasional management intervention in order to maintain access to, and exposure of, the geology. This could include selective removal of vegetation or any major build-up of loose rock.

Specific objectives include:

Maintain the geological series in an undamaged state.

Maintain access to the geological series.

Sealed with the Official Seal of the
Department of the Environment
hereunto affixed is authenticated
by



HELEN ANDERSON

Senior Officer of the
Department of the Environment

Dated the 2nd of October 2015

POLICING & COMMUNITY SAFETY PARTNERSHIP

Minutes of the Inaugural Policing & Community Safety Partnership Meeting of Newry, Mourne and Down District Council held at the Burrendale Hotel, Newcastle on Saturday 29 August 2015 at 9.30am

In attendance: Terry Andrews, Newry, Mourne and Down District Council
Audrey Byrne, Independent Member
William Clarke, Newry, Mourne and Down District Council

Jude Cumisky, Independent Member
Sean Doran, Newry, Mourne and Down District Council
Martin Fahy, Education Authority NI
Andy Freeburn, Chief Inspector, PSNI
Daniel McEvoy, Independent Member
Harry Harvey, Newry, Mourne and Down District Council
Una Kelly, Independent Member
Mickey Larkin, Newry, Mourne and Down District Council
(Chair)
Kate Loughran, Newry, Mourne and Down District Council
Rod O'Hare, Northern Ireland Fire & Rescue Service
Brian Quinn, Newry, Mourne and Down District Council
Paddy Rooney-White, NIHE
Sheila Simons (Southern Health and Social Care Trust)
Fiona Stephens, Independent Member
Simon Walls, Superintendent, PSNI

Also in attendance: Liam Hannaway, Chief Executive, Newry, Mourne and Down District Council
Michael Lipsett, Director, Active and Healthy Communities, Newry, Mourne and Down District Council
Janine Hillen, Partnership Manager
Siobhan Fearon, Partnership Manager
Caroline Taylor, Democratic Services Officer

1. Apologies

Apologies were received from:-

Laura Devlin (Newry, Mourne & Down District Council)
Michael Heaney (Youth Justice Agency)
Ewan Morgan (Independent Member)
Owen McDonnell (NIHE)
Grace McQuiston (Independent Member)
Ferghal O'Brien (SHSCT)
David Taylor (Newry, Mourne & Down District Council)
Amy Ward (Independent Member)

Chairman's Remarks

- The Chairman, Mickey Larkin, welcomed Members to the first meeting of the Policing and Community Safety Partnership of Newry, Mourne and Down District Council, especially the Chief Executive, Mr Liam Hannaway.
- The Chairman thanked the Chairs of the legacy PCSP's for their previous leadership and hard work.
- It was planned to circulate meeting papers electronically however, if any Member wished to receive a hard copy, they should inform the PCSP officers in advance.
- The Supporting Families in Times of Distress event would take place on 10 September at 6pm in Newcastle Centre.
- The Chairman advised that at a previously meeting of the Down District PCSP, a presentation had been undertaken by RADAR (Risk Avoidance Danger Awareness Resource) and a visit could be undertaken by PCSP Members. All Members were in agreement.
- County Down Rural Network were running an event on 8 September 2015 at Tollymore Follies. Places were limited and if any Member wished to attend, they should let the PCSP Managers know.
- The Chairman advised that it was the intention to invite the press to future meetings of the PCSP. All Members were in agreement.
- Correspondence had been received from the Rowan Centre for Victims of Abuse, offering to brief the Partnership on their works. All were in agreement.
- PCSP Members had been invited to attend the CRJ on 11 September 2015 in Ballybot House, Newry. Any interested Member should inform the PCSP Managers.

2. PCSP Budget Review and Financial Guidelines Update

Read: Report dated 29 August from Ms J Hillen, Partnership Manager, regarding 'PCSP Budget Review and Financial Guidelines – Update' (Copy circulated)

Ms Hillen explained that the budget review and financial guidelines were slightly out of date, but the Department of Justice would be sending through a revised version in the next few weeks.

Ms Hillen advised Members of the 50% reduction in budget, which she had been notified of in July 2015. She said staffing costs were still 100% to meet progress and plans implemented, but this would have an impact on the number of PCSP meetings which could be held as well as an impact on the Action Plan. Meetings for members were reduced from 20 per annum to 10.

Members discussed the issue of the reduction in funding at length and it was **AGREED** on the **PROPOSAL** of Dan McEvoy, **SECONDED** by Terry Andrews to issue correspondence to the Department of Justice explaining the Partnership's concerns regarding the reduction in funding and evidencing what the Partnership had achieved in the past with 23 meetings.

ACTION: It was **AGREED** on the **PROPOSAL** of Dan McEvoy, **SECONDED** by Terry Andrews to issue correspondence to the DOJ explaining the Partnership's concerns regarding the reduction in funding and evidencing what the Partnership had achieved in the past with 23 meetings.

Members discussed building the capacity of community groups to enable them to source funding streams and provide training on filling in grant applications. Mr Lipsett advised Members that a programme of engagement and information was being rolled out whereby groups would be educated on how to fill out forms, where to find sources of funding and how to fill in applications. He confirmed he would ensure all areas were covered.

ACTION: It was **AGREED** on the **PROPOSAL** of Dan McEvoy, **SECONDED** by Sean Doran, to support the ongoing work re building the capacity of community groups to enable them to source streams of funding and provide training on filling out grant applications.

3. Local Designation of Partner Organisations

Read: Report dated 29 August from Ms J Hillen, Partnership Manager, regarding 'Local Designation of partner organisations' (Copy circulated)

Ms Hillen advised of the current breakdown of Partnership Members: 10 locally elected members, 9 Independent Members and 7 Statutory Agencies. She added that time would be required to look at which organisations could provide a substantial contribution to the Partnership. This would allow for the DEA Foras to be established and productive and also due to budget restrictions, the Partnership should be mindful of the expenses of any new groups invited onto the Partnership.

ACTION: It was **AGREED** on the **PROPOSAL** of William Clarke, **SECONDED** by Terry Andrews, that the appointment of locally designated partners and review in advance of the implementation of the PCSP 3 year plan, be deferred.

4. Register of Interests

Read: Report dated 29 August 2015 from Ms J Hillen, Partnership Manager, regarding 'Register of Interests' (Copy circulated)

Ms Hillen explained that based on the detail in the Members Handbooks and the Code of Conduct, there was a requirement for Members to declare personal or business interests, financial or otherwise. She said a Register of Interests would be established and Members would be asked to complete this and return it.

In response to Members queries, the Chief Executive, Mr Hannaway, clarified that this was a statutory requirement and it was discoverable.

ACTION: It was **AGREED** on the **PROPOSAL** of Sean Doran, **SECONDED** by Harry Harvey, that a Register of Interests be established and that Members complete and return the proforma (previously circulated).

5. Strategic Assessment, Transitional Action Plan and Review of 3 Year PCSP Strategy

Read: Report dated 29 August 2015 from Ms J Hillen, Partnership Manager, regarding 'Strategic Assessment, Transitional Action Plan and review of 3 year PCSP Strategy' (Copy circulated)

ACTION: It was **AGREED** on the **PROPOSAL** of Una Kelly, **SECONDED** by Kate Loughran, that:

- The content of the Strategic Assessment & Action Plan (subject to proposed amendments re terminology around vulnerable adults) in Strategic Objective 2, be agreed.
- Agreement be given to a facilitated workshop in January 2016 in order to fully review the PCSP 3 year strategy and agree an operational plan.

6. Election of Vice-Chair of PCSP

Read: Report dated 29 August 2015 from Ms J Hillen, Partnership Manager, regarding 'Election of Vice-Chair' (Copy circulated)

Ms Hillen said that there were regulations in the Justice Act NI 2011, highlighting how the Vice-Chair should be elected.

ACTION: It was **AGREED** on the **PROPOSAL** of Dan McEvoy, **SECONDED** by Rod O'Hare that Independent Members of the PCSP meet to agree a nomination for the position of PCSP Vice-Chair. (This nomination can then be formally ratified at the next full PCSP meeting). This meeting to take place 30 minutes before next PCSP meeting.

7. Criminal Justice Inspection Northern Ireland (CJINI) Report Recommendations and Action Plan

Read: Report dated 29 August 2015 from Ms J Hillen, Partnership Manager, regarding 'Criminal Justice Inspection Northern Ireland (CJINI) Report Recommendations and Action Plan' (Copy circulated)

Ms Hillen explained that the budget had been based with a 20% cap on administration. Martin Fahy suggested that this cap should form part of the earlier agreed correspondence to the Department of Justice expressing the Partnership's concerns.

The report was **NOTED**.

8. PCSP Meeting Schedule

Read: Report dated 29 August 2015 from Ms J Hillen, Partnership Manager, regarding 'PCSP Meeting Schedule' (Copy circulated)

Ms Hillen asked Members to note the 50% reduction in the number of meetings which was due to the reduction in funding.

Members discussed the locations of the forthcoming PCSP meetings and it was **AGREED** on the **PROPOSAL** of William Clarke, **SECONDED** by Brian Quinn, that the meetings rotate around the partner facilities.

Kate Loughran suggested the meetings would be rotated around the DEAs.

ACTION: It was **AGREED** on the **PROPOSAL** of William Clarke, **SECONDED** by Brian Quinn, that the meetings rotate around the partner facilities and that the meetings be rotated around the DEAs.

9. CCTV Monitoring Arrangements

Read: Report dated 29 August 2015 from Ms J Hillen, Partnership Manager, regarding 'CCTV Monitoring Arrangements' (Copy circulated)

Dan McEvoy said that the CCTV Monitoring Report from Lisburn Commerce Against Crime had in the past been too long and suggested a time limit be placed on this. He also suggested the report would be obtained in advance and sent out to Members, so that they could submit their questions.

In response to a query from William Clarke, Ms Hillen explained that the Killyleagh scheme was self-monitored. William Clarke requested an evaluation on this to see if it had been successful.

ACTION: It was **AGREED** on the **PROPOSAL** of Dan McEvoy, **SECONDED** by Una Kelly,

- That agreement be given for CCTV Monitoring Reports from Lisburn Commerce Against Crime to be considered at quarterly meetings.
- That the PSNI explore the possibility of providing an update on the CCTV system operating in Newry, Warrenpoint and Kilkeel to the PCSP.

- That agreement be given for a delegation of Members to attend a site visit to the monitoring suite in Lisburn PSNI station and Armagh Monitoring suite.
- That an evaluation of the Killyleagh Scheme be obtained and provided to Members.

10. PSNI & GAC Charity Event

Read: Report dated 29 August 2015 from Ms J Hillen, Partnership Manager, regarding 'PSNI GAC Fundraising Event' (Copy circulated)

Ms Hillen explained that a request had been received by the PSNI GAC who were holding a Charity Quiz night on 12 September 2015 to raise money for suicide prevention. The cost of a Team was £36.

Members expressed concerns around future requests for similar requests as this could set a precedent.

William Clarke suggested a policy would be required even though this was a small amount of money: £36.

The Chair said that as this involved one of the Partnership's partners, further requests should be limited to partners.

Ms Hillen suggested bringing a report back to the next PCSP meeting regarding how the Partnership would provide future support.

ACTION: It was **AGREED** on the **PROPOSAL** of William Clarke, **SECONDED** by Terry Andrews, that:

- The PSNI GAC Fundraising Event be supported by Newry, Mourne and Down PCSP at a cost of £36.
- A report be brought back to the next PCSP meeting regarding how the Partnership would provide support to future requests.

11. Communications Plan

Read: Report dated 29 August 2015 from Ms S Fearon, Partnership Manager, regarding 'Communications Plan' (Copy circulated)

Ms Fearon spoke to the tabled document, referencing it as work in progress as PCSP builds its communication channels. More effort directed towards linking in with and supporting partner campaigns eg PSNI burglary campaign in October and Get Home Safe in December.

Brian Quinn referred to the large coastal community within the District and how the legacy Councils had undertaken a code of conduct around the lough, in particular, with jet-ski safety. He suggested the PCSP could look for a representative from the

coastguards/lifeguards due to anti-social behaviour in the holiday season in the coastal areas and also young people swimming in quarries.

Ms Hillen advised that the quarry safety campaign had been undertaken last year, although it could be revisited at a public thematic session later on this year.

Sean Doran requested communication from the PSNI regarding local issues and so that the community could be kept informed on what was going on.

Simon Walls explained that if there was an incident of significance, MPs would be the first to be notified and asked to cascade the information. If it were an incident of lesser significance, MLA's would be notified and asked to cascade. He advised that he would talk to his colleagues about how to communicate issues and bring back information to the September PCSP meeting.

Simon Walls also invited Members to contact him or Andy Freeburn for a verbal briefing if they required more information than the text message provided.

Brian Quinn suggested providing Members with an emergency contact list, similar to the one provided in the legacy Newry & Mourne District Council.

Una Kelly said that texts did not give enough information and a direct line to the PSNI would be a better solution.

Andy Freeburn advised Members that a single telephone line was being developed in the District, which would be direct to a local sergeant, but this would take another 4-6 weeks to complete. Another email address would also be available for use.

Simon Walls confirmed he would bring information back to the September PCSP meeting regarding the issue of contacting the PSNI, although if a significant incident occurred, senior political representatives would be alerted and briefed.

William Clarke said it would be useful to have points of contact within the PSNI along with any change in the policing structures.

Simon Walls undertook to bring contact details of the critical officer posts in the PSNI back to the PCSP meeting in September.

William Clarke said there was a big opportunity for the PCSP to engage with young people via social media and the PCSP should look to host an event to obtain young people's ideas on social media to feed into the communication plan.

ACTION: It was **AGREED** on the **PROPOSAL** of Daniel McEvoy, **SECONDED** by Terry Andrews, that the Communications Plan be approved subject to the following suggestions made during the discussion:

- The possibility of a representative on the PCSP from the coastguards/lifeguards.
- Communication from the PSNI regarding local issues.
- An emergency contact list for PCSP members.

- A point of contact in the PSNI

There being no further business, the meeting ended at 10:43am.