



January 24th, 2022

Notice Of Meeting

You are requested to attend the meeting to be held on **Monday, 24th January 2022 at 6:00 pm** in **Mourne Room, Council Offices, Downshire Estate, Downpatrick via Microsoft Team.**

Chairperson Councillor McKevitt

Vice Chairperson Councillor Casey

Councillor Finnegan

Councillor Gallagher

Councillor Harte

Councillor Lewis

Councillor Malone

Councillor McEvoy

Councillor McMurray

Councillor O'Hare

Councillor Ó'Muirí

Councillor Sharvin

Councillor Tinnelly

Councillor Trainor

Councillor Walker

Agenda

1.0 Introduction and Apologies

2.0 Declarations of Interest

3.0 Action Sheet arising from Active and Healthy Communities Committee Meeting held on 20 December 2021

 *20 December 2021 Action Sheet.pdf*

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Presentations

4.0 Attendance of Outdoor Recreation Northern Ireland - Service Level Agreement

Philip Weston from ORNI will be in attendance.

 *AHC - Community Trails Presentation ORNI Jan 2022.pdf*

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 *Appendix 1 - ORNI SLA 202122 (002).pdf*

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Community Engagement

5.0 District Electoral Area (DEA) Forums Update Report

 *DEA Fora report AHC committee January 2022.pdf*

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 *Appendix 1- DEA Fora Update January 2022.pdf*

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 *Appendix 2 - DEA Fora - Downpatrick DEA - December meeting.pdf*

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 *Appendix 3 - DEA Fora Report - Slieve Croob DEA Action Sheet Tuesday 14th December 2021.pdf*

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 *Appendix 4 - DEA Report - Newry DEA Action Sheet 16 December 2021.pdf*

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6.0 Community Co-Ordination Hub - Update Report

 *CCH Update Report for AHC January 2022.pdf*

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 *Appendix 1 - CCH meeting 15 Dec 2021.pdf*

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Community Engagement

7.0 Leasing of Council Land - Expression of Interest old Killough Road Community Centre, Downpatrick.

[Expression of Interest - Old Killough School Downpatrick Jan 2022.pdf](#) Page 41

[Appendix 1 - Expression of Interest - Site of Demolished Killough Road CC.pdf](#) Page 44

Health & Wellbeing

8.0 Consultation Response NI Environment Strategy

[Consultation NI Environment Strategy.pdf](#) Page 45

[Appendix 1 - NMDDC Response Env Strategy Jan 2022.pdf](#) Page 48

9.0 Sustainability and Climate Change Forum - 2 December 2021

[Sustainability and Climate Change Forum - December Action Sheet.pdf](#) Page 51

[Appendix 1 - SCCF Action Sheet 2 Dec 2021.pdf](#) Page 53

10.0 Request for Council to support National Vegetarian Week - May 2022

[National Vegetarian Week.pdf](#) Page 56

[Appendix 1 - Email to CEO Re National Vegetarian Week.pdf](#) Page 59

11.0 Memorandum of Understanding with DAERA for Certification of Products of Animal Origin

[DAERA Memorandum of Understanding.pdf](#) Page 61

[Appendix 1 - DAERA Trade Programme MOU with LAs for Trade Certification EHC and SHA .._.pdf](#) Page 64

12.0 Drinking Water Inspectorate Service Level Agreement

[Drinking Water Inspectorate SLA.pdf](#) Page 80

[Appendix 1 - DWI - Final SLA with Councils - V3 - 15.12.21.pdf](#) Page 83

13.0 Home Safety Service Level Agreement

 *Home Safety SLA.pdf* *Page 111*

 *Appendix 1 - 211208 Service level agreement Home Safetyv4.pdf* *Page 114*

14.0 Consultation response to DFC on Notice to Quit

 *Notice to Quit Consultation.pdf* *Page 122*

 *Appendix 1 - dfc-notice-to-quit-consultation.pdf* *Page 125*


 *Appendix 2 - dfc-notice-to-quit-consultation-questionnaire NMDDC response60122.pdf* *Page 151*

15.0 Appointment of Public Analyst

 *Public Analyst Appointment.pdf* *Page 160*

Leisure and Sports

16.0 Kilbroney Pitches - Capital Project

 *Kilbroney Playing Pitches Capital Project Jan 2022.pdf* *Page 163*

17.0 Leasing of Council Land at Lismore - Expression of Interest

 *Leasing of Council Land EOI - Lismore Crossmaglen Jan 2022.pdf* *Page 166*

For Noting

18.0 Downpatrick Park Run

 *Dunleath Parkrun - Downpatrick Jan 2022.pdf* *Page 171*

19.0 SIF Report

 *SIF report AHC January.pdf* *Page 174*

 *Appendix 1 - SIF minutes 11 October 2021.pdf* *Page 176*

20.0 Peace IV Update

 *Peace Report AHC January 2022.pdf* *Page 178*

 *Appendix 1 - PEACE IV Partnership Meeting minutes 01 July 2021.pdf* *Page 180*

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

21.0 Barcroft Report

- | | |
|--|---------------------|
| Upgrade works at Barcroft and Three Ways CC.pdf | <i>Not included</i> |
| Appendix 1 - Business Case for upgrade works.pdf | <i>Not included</i> |
| Appendix 2 - Leak Detection report - 21_12_2021.pdf | <i>Not included</i> |
| Appendix 3 - Ways Community Centre EICR-100874 (1).pdf | <i>Not included</i> |
| Appendix 4 - Barcroft Community Centre EICR-100839.pdf | <i>Not included</i> |

22.0 No 16 the Square, Rostrevor

- | | |
|---|---------------------|
| 16 The Square Rostrevor.pdf | <i>Not included</i> |
|---|---------------------|

23.0 Knocknashina Play Area Car Park, Downpatrick.

This item is deemed to be exempt under paragraph 3 of Part 1 of Schedule 6 of the Local Government Act (Northern Ireland) 2014 - information relating to the financial or business affairs of any particular person (including the Council holding that information) - and the public may, by resolution, be excluded during this item of business.

- | | |
|--|---------------------|
| Knocknashina Play Area Car Park Jan 2022.pdf | <i>Not included</i> |
| Appendix 1 - Knocknashinna Play Park Inspection Report.pdf | <i>Not included</i> |
| Appendix 2 - Knocknashina Play Area Car Park Business Case.pdf | <i>Not included</i> |

Invitees

Cllr Terry Andrews

Mr Alan Beggs

Cllr Patrick Brown

Cllr Robert Burgess

Cllr Pete Byrne

Mrs Dorinnia Carville

Cllr Charlie Casey

Cllr William Clarke

Cllr Dermot Curran

Ms Alice Curran

Cllr Laura Devlin

Mr Eoin Devlin

Ms Louise Dillon

Cllr Cadogan Enright

Cllr Aoife Finnegan

Cllr Hugh Gallagher

Sinead Geary

Cllr Mark Gibbons

Cllr Oonagh Hanlon

Cllr Glyn Hanna

Cllr Valerie Harte

Mrs Janine Hillen

Cllr Roisin Howell

Miss Veronica Keegan

Mrs Sheila Kieran

Cllr Mickey Larkin

Cllr Alan Lewis

Mr Michael Lipsett

Cllr Oonagh Magennis

Mr Conor Mallon

Cllr Gavin Malone

Cllr Cathy Mason

Mr Johnny Mc Bride

Colette McAteer

Cllr Declan McAteer

Cllr Leeanne McEvoy

Cllr Harold McKee

Patricia McKeever

Cllr Karen McKeivitt

Cllr Andrew McMurray

Cllr Roisin Mulgrew

Cllr Declan Murphy

Cllr Barra Ó Muirí
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Mr Fearghal O'Connor
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Linda O'Hare
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Cllr Gerry O'Hare
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Cllr Kathryn Owen
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Mr Andy Patterson
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Cllr Henry Reilly
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Cllr Michael Rice
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Cllr Michael Ruane
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Cllr Michael Savage
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Cllr Gareth Sharvin
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Donna Starkey
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Cllr Gary Stokes
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Sarah Taggart
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Paul Tamati
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Cllr David Taylor
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Cllr Jarlath Tinnelly
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Cllr John Trainor
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Mrs Marie Ward
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ACTIONS OUTSTANDING FROM PREVIOUS ACTIVE & HEALTHY COMMUNITIES MEETINGS

1

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
AHC/148/2019	Healthy Vending Machines in Leisure Centres	It was agreed to note that when clear guidance on minimum nutritional standards (MNS) for Council Catering Outlets and Vending is established, a future report will be brought back to Active and Healthy Communities Committee regarding the potential implementation of these standards.	P Tamati	Tender to be progressed, however, held until full re-opening of Leisure. Now registered as part of Leisure procurement plan for 2022.	Y
AHC/206/2019	Adoption of Suicide Down to Zero	It was agreed that: Council formally adopt the approach and aspiration of Suicide Down to Zero. A suitable launch and media statement to be prepared for Council Chairperson. An amount of £10,000 is allocated to a Mental Health and Suicide Prevention Small Grants Scheme administered through a Financial call subject to the estimates process. A working group involving the Council, the Southern and South Eastern Health Trusts and local relevant Voluntary Organisations is created to examine ways of attaining the goal of zero suicides across the District.	E Devlin	Ongoing Virtual Suicide prevention awareness training to be offered to all members in Feb/March	N
AHC/4/2020	Overflow Car Park at Donard Park	It was agreed to proceed: with 'winter arrangements' for the unofficial overflow car park at Donard Park to remain in place until Easter 2020 as per historical arrangement. Winter arrangements – closed from the 1 st November to Easter 2020 (10 th April) If a budget became available in the interim, the opening of the overflow car park could be	P Tamati	Planning application submitted Jan 2021, ongoing. Awaiting planning approval.	N

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
		brought forward on busy days prior to Easter 2020. The proposed establishment of an official and permanent overflow car parking arrangements at Donard Park as per appendix 1, and commit £250k to Council Capital Programme. Following such approval, a detailed capital proposal will be brought back to Committee for further consideration.			
AHC/6/2020	Annual Licence Agreement with Communities Facilities	It was agreed to replace existing tenancy arrangements within Council Community Facilities to updated Licence Agreements.	J Hillen	Ongoing – Draft Licenses in place and applications to DfC C-AT Scheme progressed for relevant groups Drumaness Snooker Club complete.	N
AHC/163/2020	Public Health Agency – Leading the Way Programme Pilot	To approve the development of a Service Level Agreement with the Public Health Agency to deliver a pilot Active Travel programme based on the 'Leading The Way' programme.	E Devlin	Ongoing	N
AHC/014/2021	Disability Access onto Newcastle Beach	It was agreed officers explore options for accessibility onto Newcastle Beach. It was agreed to note that the disabled toilet facilities were currently not suitable to accommodate a large changing table and therefore would not be suitable for disabled beach access facilities similar to Cranfield. The Council was currently developing a Public Toilet Strategy to the NS Committee for consideration in the Spring.	M Lipsett	Report agreed at November AHC Committee ?? please see minute reference AHC/231/2021 Ongoing	N

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
AHC/120/2021	Upgrade works to Ballynahinch Community Centre and Market House, Ballynahinch	It was agreed to accept the proposals for the Market House and begin reconfiguration works immediately (approx. cost £20,000) and accept option 2 as the preferred option for the upgrade to Ballynahinch Community Centre and develop subsequent business case (to include community consultation) for proposed scheme.	J Hillen	Building Control application submitted for The Market House and tender documents are being prepared. Ballynahinch CC – Business Case paper at November AHC Business Case paper Approved at November AHC - AHC/233/2021	N
HC/143/2021	Notice of Motion – Defibrillators	It was agreed to: <ul style="list-style-type: none"> Undertake a programme of engagement with local sports clubs and community organisations across the District to establish the level of defibrillator provision within their various facilities; And develop a programme which is designed to increase the numbers of officers and volunteers within all sporting and community organisations who can perform the vital lifesaving skill of CPR; Target all organisations across business, statutory, Community and Voluntary sectors who have an AED to register it on the National Defibrillator Network. A timeframe of six months be set in order to update Members on the progress of the engagement programme. Council officers to liaise with the Heart Foundation regarding funding towards defibrillators with the potential of a grant stream being established for groups to access	M Lipsett	Ongoing	N
AHC/148/2021	SLA - use of Changing Rooms - Dan Rice Hall, Drumanness by Drumanness Cricket Club	It was agreed to proceed with approval to issue a Service Level Agreement (SLA) to Drumanness Cricket Club for the use of the changing rooms within Dan Rice Hall, Drumanness (as per charges outlined within outdoor leisure hire charges).	J Hillen	Ongoing - awaiting details of office bearers of Cricket Club to insert into SLA	N

ITEMS RESTRICTED IN ACCORDANCE WITH PART 1 OF SCHEDULE 6 OF THE LOCAL GOVERNMENT ACT (NI) 2014

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
AHC/168/2020	Warrenpoint Community Centre	Accept the business case for professional fees attached to the officer's report and proceed to develop the scheme to planning application stage.	J Hillen	Ongoing	N
AHC/016/2021	Shimna Integrated College, long term access agreement for Donard Park Sports Facilities	It was agreed to enter into a long-term access agreement with Shimna Integrated College in relation to Sports Facilities at Donard Park and a report brought back to Active & Healthy Communities Committee for approval once the detail of the access arrangement had been agreed with the school	P Tamati	Ongoing	N
AHC/017/2021	Sports Facilities Strategy, Sports Hubs	It was agreed on the proposal of Councillor Trainor, seconded by Councillor Casey, to appoint consultants to develop a sports development strategy for the Council and further develop and prioritise the establishment of Sports Hubs across the District including progressing these to detailed design and planning stage as appropriate. It was also agreed the budget as outlined in the officer's report is added to Councils Capital programme as part of Councils Sports Facilities Strategy list of projects.	P Tamati	Ongoing - focus group completed Monday 15 th November in Newry, Tuesday 16 th November in Downpatrick and Wednesday 17 th November in Killeel Leisure Centre Sports surveys closing on 17 th January 2022.	N

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
AHC/044/2021	Feasibility Study for Council Solar Farm	It was agreed to approve Officers procuring a feasibility study for development of solar farm pilot on identified council land.	E Devlin	In progress	N
AHC/087/2021	Feasibility Study for Battery Storage Pilot	It was agreed for Officers procuring a feasibility study to assess the suitability of Council community buildings with PV for battery storage pilot.	E Devlin	In progress	N
AHC/099/2021	Fairtrade Signage	It was agreed to approve Option 1 to implement Fairtrade District Statute signage, as per Fairtrade Organisation template, on all 21 Boundary signs across the District at a cost of £1,102.50 (excl. VAT).	E Devlin	The fairtrade graphic has been agreed with marketing, designed by the printers and approved by the Fairtrade S/C at their October meeting. Next stage is for the graphic to be printed onto boundary signs and to agree a programme of installation with Grounds Maintenance Dept.	N
AHC/167/2021	Licence Agreement with Cosy Corner Playgroup at Crossmaglen Community Centre	It was agreed that Council submit an application to Department for Communities via the community asset transfer process to seek approval for the reduction in annual fees as detailed in the officer's report and to hold off charging an annual rate to Cosy Corner Playgroup, Crossmaglen until the next financial year.	J Hillen	Ongoing Application made to DfC	N
AHC/170/2021	Kilkeel Leisure Centre – Capital Build Project	It was agreed to: <ul style="list-style-type: none"> Carry out essential and enhancement works for Kilkeel Leisure Centre at a cost as outlined within the officer's report. Approve the business case for the project as per appendix 1 of the officer's report 	M Lipsett P Tamati	Ongoing Planning permission for proposed gym extension submitted.	N
AHC/171/2021	Business Case – Minor Works Scheme at Cloughreagh Community Centre	It was agreed to: <ul style="list-style-type: none"> Approve the business case as attached to the officer's report for the upgrade work at Cloughreagh Community Centre; 	J Hillen	Ongoing	N

AHC/172/2021	Leasing of Council Land and Facilities – Expressions of Interest	<ul style="list-style-type: none"> • Approve to procure and appoint a consultant to complete a survey, including a bill of quantities; • Approve to appoint and procure a contractor to carry out the necessary works. 	<p>It was agreed to note the below Expressions of Interest received for the leasing of Council land and facilities have now successfully completed stage 2 of Council's Sport and Community Leasing Policy 2016 and a report will be tabled at Council's Strategy, Policy & Resources Committee recommending approval to lease the below lands and facilities, as per stage 3 of the policy:</p> <ul style="list-style-type: none"> • Moorehill Quarry – adjacent to Newry Recycling Centre, Newry; • Derryleckagh Field/Land – adjacent to Derryleckagh Playing Fields, Newry; • Generator House – adjacent to the Yacht Club, Newcastle; • Burren Village Green Field/Land – adjacent to play park and community centre, Burren; • Drumaness Cricket Pitch – adjacent to Dan Rice Memorial Hall, Drumaness; • Drumaness Soccer Pitch – adjacent to Dan Rice Memorial Hall, Drumaness. 	<ul style="list-style-type: none"> • Approve to procure and appoint a consultant to complete a survey, including a bill of quantities; • Approve to appoint and procure a contractor to carry out the necessary works. 	<p>It was agreed to note the below Expressions of Interest received for the leasing of Council land and facilities have now successfully completed stage 2 of Council's Sport and Community Leasing Policy 2016 and a report will be tabled at Council's Strategy, Policy & Resources Committee recommending approval to lease the below lands and facilities, as per stage 3 of the policy:</p> <ul style="list-style-type: none"> • Moorehill Quarry – adjacent to Newry Recycling Centre, Newry; • Derryleckagh Field/Land – adjacent to Derryleckagh Playing Fields, Newry; • Generator House – adjacent to the Yacht Club, Newcastle; • Burren Village Green Field/Land – adjacent to play park and community centre, Burren; • Drumaness Cricket Pitch – adjacent to Dan Rice Memorial Hall, Drumaness; • Drumaness Soccer Pitch – adjacent to Dan Rice Memorial Hall, Drumaness. 	P Tamati	<p>Report to be tabled at SP&R on 16th September 2021 Provisional Meeting re Derryleckagh Field/Land on site at Newry Rugby Club on 20 October 2021 - complete Officers meeting with NIE held on 4th November 2021. NIE now looking at alternative sites - complete Report planned for December SP&R approving Derryleckagh Field/Newry Rugby Club to progress to Stage 3 - complete</p>	Y
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Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
AHC/206/2021	Community Planning Review	It was agreed that a third party be employed to facilitate workshops engaging the key stakeholders identified in section 2.2 and 2.3 of the officer's report, and to produce a draft review of the community plan.	M Lipsett	Ongoing	N
AHC/207/2021	Request to Councillor Brown from the Mid Down Integrated College Steering Group to present to Council.	It was agreed to hold an information/education workshop to receive deputation from the Mid Down Integrated College Steering Group and invite other sectors of education along with two Councillors from each Political Party to attend also.	M Lipsett	Ongoing	N
<u>ITEMS RESTRICTED IN ACCORDANCE WITH PART 1 OF SCHEDULE 6 OF THE LOCAL GOVERNMENT ACT (NI) 2014</u>					
AHC/211/2021	Leasing of land at Darragh Cross GAC and Teconnaught GAC, Council Play Strategy	It was agreed subject to all statutory approvals being in place, to enter into a 25-year lease with Darragh Cross GAC and Teconnaught GAC as outlined in appendix 1 and 2 of the officer's report to facilitate the establishment of play parks in these areas as per Councils play strategy.	P Tamati	On going	N

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
AHC/220/2021	Lease of commercial space at the McGraths Centre	It was agreed that as per the Acquisition and Disposal of land procedure to approve the use of an Agent to market and lease the commercial ground floor space at the McGrath Centre, Newry.	J Hillen	Ongoing	N
AHC/225/2021	2021/22 DFC Areas at Risk Funding for Bessbrook and Crossmaglen – Additional Funding Secured	It was agreed to note there was an additional £5,000 per location, in addition to the £24,000 previously secured to run educational programmes for residents from the Crossmaglen and Bessbrook areas, through DFC Areas at Risk Scheme.	J Hillen	Ongoing Classes planned for January 2022	N

ITEMS RESTRICTED IN ACCORDANCE WITH PART 1 OF SCHEDULE 6 OF THE LOCAL GOVERNMENT ACT (NI) 2014

AHC/228/2021	Newcastle Centre Capital Project	It was agreed to approve the Business Case for this project as per appendix 1 of the officer's report and to include the Tropicana Steel Slide in the planned demolition works at the Newcastle Centre.	M Lipsett/ P Tamati	Agreed	Y
AHC/229/2021	Expression of interest for leasing Council land at Lismore Playing Fields, Crossmaglen	It was agreed to approve the Lismore Site in Crossmaglen to progress to a public Expression of Interest process in line with the Sports & Community Facility Management & Leasing Policy (2016).	P Tamati	On going	N

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
AHC/231/2021	Notice of Motion – Accessibility onto beaches in Northern Ireland	It was agreed for Outdoor Recreation NI (ORNI) to complete a Feasibility Study for Disability Access to Beaches within the District as per appendix 1 of the officer's report and as part of the ORNI Service Level Agreement planned 2022/23.	M Lipsett	On going SLA to be completed in May/June 2022.	N
AHC/233/2021	Business case for the reconfiguration of Ballynahinch Community Centre	<p>It was agreed to:</p> <ul style="list-style-type: none"> Approve the business case as outlined within the officer's report for the reconfiguration of Ballynahinch Community Centre including the associated professional fees. Submit the project for consideration in the 2022/2023 Capital rate estimates. When funding is secured proceed to finalise drawings and costings for the preferred option and apply for all necessary statutory approvals and prepare tender documents based on the preferred Option 3 as outlined in the business case. 	J Hillen	<p>Ongoing</p> <p>Project has been forwarded to the Rates process for consideration</p> <p>Community officers and Council Project Management team have a planned meeting 19 January to discuss basis on way forward with the project and look at finalising drawings</p>	N
AHC/234/2021	No 16 the Square, Rostrevor	It was agreed to note the contents of section 2.7 of the officer's report.	J Hillen	<p>Ongoing</p> <p>Extension of four weeks has been granted by DEARA. LOO expires 31st January 2022</p>	N
AHC/235/2021	Update report on reopening of community facilities	It was agreed to note the contents of the officer's report.	J Hillen	Ongoing	N

ACTIONS ARISING FROM ACTIVE AND HEALTHY COMMUNITIES COMMITTEE MEETING – 20 DECEMBER 2021

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Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
AHC/238/2021	Action sheet Committee Meeting held on Monday 15 November 2021	The action sheet from the Committee Meeting held on 15 November 2021 was noted.	All	Noted	Y
AHC/239/2021	District Electoral Area (DEA) Forums Update Report	<p>It was agreed to note the report and approve the actions in the action sheets attached to the officer's report for:</p> <ul style="list-style-type: none"> • The Mournes DEA Forum Private Meeting held on Wednesday 24 November 2021. • Slieve Gullion DEA Forum Private Meeting held on Tuesday 30 November 2021. • Crotlieve DEA Forum Private Meeting held on Tuesday 30 November 2021. <p>It was agreed for officers to examine how the new James Reel Play Park in Silverbridge could be incorporated into the Play Strategy.</p>	J Hillen	All DEA Action Sheets being actioned accordingly.	Y
AHC/240/2021	Community Coordination Hub	It was agreed to note the report and approve the actions in the Action Sheet attached for the Community Coordination Hub (CCH) Meeting held on Wednesday 24 November 2021.	J Hillen	Approved	Y
AHC/241/2021	Application to the Department for Communities (DfC) for funding to supply I.T equipment to Newry and Downpatrick Neighbourhood Renewal Areas	<p>It was agreed to note the report and Council make an application to the Department for Communities (DfC) for funding to supply I.T equipment to community groups across the Newry and Downpatrick Neighbourhood Renewal Areas.</p> <p>Assistant Director, Community Engagement to bring forward to the Community Coordination Hub meeting a request to consider the rollout of this type of programme to other rural areas outside the present designated Neighbourhood Renewal Areas.</p>	J Hillen	Application will be submitted as agreed	Y

AHC/242/2021	Keep Northern Ireland Beautiful Contributions 2022/23	It was agreed to approve to approve the financial support and the signing of an SLA for the period 2022 - 2023 to support the Keep Northern Ireland Beautiful (KNIB) Live Here Love Here campaign and Eco Schools Programme across the District.	E Devlin	Action subject to final estimates process	Y
AHC/243/2021	Sustainable Northern Ireland Annual Subscriptions	It was agreed on the proposal of Councillor McMurray, seconded by Councillor Trainor, to approve the provision of financial support and signing of SLA with Sustainable NI for 2022-23 year.	E Devlin	Action subject to final estimates process	Y
AHC/244/2021	Consultation on reduction of single use plastics	It was agreed to return the consultation response as contained within the officer's report.	E Devlin	Response returned	Y
AHC/245/2021	Consultation on proposals for a Northern Ireland Food Strategy Framework	It was agreed to return the consultation response as contained within the officer's report.	E Devlin	Response returned	Y
AHC/246/2021	Consultation on proposals for a Northern Ireland Green Growth Strategy	It was agreed to return the consultation response as contained within the officer's report.	E Devlin	Response returned	Y
AHC/247/2021	Discounted Use of Council Facilities	It was agreed that any discounts for Council Leisure's facilities be aligned to the Councils Corporate Membership as per appendix 1 of the officer.	P Tamati	Agreed	Y
AHC/248/2021	NI ECar Consortium ORCS Charge Points	It was agreed to note the report.	E Devlin	Noted	Y

AHC/249/2021	Policing and Community Safety Partnership Report	It was agreed to note the report.	J Hillen	Noted.	Y
AHC/250/2021	Newry Neighbourhood Renewal Partnership Report	It was agreed to note the report.	J Hillen	Noted.	Y

Report to:	Active and Healthy Communities Committee (AHC)
Date of Meeting:	24 th January 2022
Subject:	Outdoor Recreation NI (ORNI) – Community Trails Presentation
Reporting Officer (Including Job Title):	Paul Tamati, Assistant Director: Leisure and Sport
Contact Officer (Including Job Title):	Conor Haughey, Head of Service: Outdoor Leisure

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

	For decision	For noting only	x
1.0	Purpose and Background		
1.1	<p>The purpose of this report is for AHC Committee to note the presentation form Outdoor Recreation NI and the contents of this report.</p> <p>NMDDC have had an annual service level agreement (SLA) with ORNI to assist Council in developing community trail plans across the district, progress these plans through scoping, feasibility to shovel ready stages, secure external funding and lead on the delivery and establishment of community trails in the NMDDC area.</p>		
2.0	Key issues		
2.1	<p>As part of the partnership working process with ORNI, a comprehensive list of potential community trails have been identified in each DEA Area as part of the community trail development plans.</p> <p>One of the key challenges in developing community trails is identifying the viability and feasibility for progressing specific trails to ensure external funding, planning permission and ultimately delivery of community trails can be achieved.</p> <p>The current financial years SLA is attached which outlines the work to be undertaken by ORNI in 2021/22.</p> <p>It is anticipated that a report outlining proposals for a 2022/23 service level agreement with ORNI will be tabled at AHC Committee in May 2022. This will outline the proposed scoping, feasibility and delivery projects for the 2022/23 financial year.</p>		
3.0	Recommendations		
3.1	That AHC Committee note the contents of this report and the presentation delivered by Outdoor Recreation NI.		
4.0	Resource implications		
4.1	Revenue: There are no anticipated revenue implications associated with this report.		

	Capital: There are no anticipated capital implications associated with this report.
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	Due regard to Rural Needs (please tick all that apply)
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p> <p>If no, please complete the following:</p>

	The policy / strategy / plan / public service is not influenced by rural needs <input type="checkbox"/>
7.0	Appendices
	Appendix 1 ORNI SLA 2021/22
8.0	Background Documents
	None



APPENDIX 1

SERVICE LEVEL AGREEMENT BETWEEN

NEWRY, MOURNE AND DOWN DISTRICT COUNCIL and OUTDOOR RECREATION NORTHERN IRELAND

2021-2022

This paper details the basis for the work to be undertaken under the Service Level Agreement for the year 2021– 2022.

Under the Council's 2020-2021 SLA with Outdoor Recreation NI, considerable work has been achieved on delivering the Council's Community Trail Plan, despite the on-going challenges of COVID namely;

- Four Community Trails were delivered on the ground namely, Tievenadarragh Forest, Drumkeeragh Forest, Corry Wood and Seaforde Plantations.
- Management Plans were also completed for three of these trails namely, Drumkeeragh Forest, Seaforde Plantations and Corry Wood.
- Funding and planning was secured for 2 additional trails namely Aghrim Hill, Attical and Daisy Hill, Newry and the construction of these trails started in March 2020.
- 2 trails were developed to being 100% 'shovel ready' for delivering on the ground in 2021-2022 (subject to planning approval and funding) namely, Glendesha Forest, Forkhill and Lough Park and Windmill Hill, Ballynahinch.
- User numbers for all Community Trails in Council area were recorded on a quarterly basis.

The priority for 2021-2022 SLA is to ensure:

- the completion, launch and promotion of the two Community Trails (Aghrim Hill, Daisy Hill - no cost as covered in 2020-2021 SLA)
- delivery on the ground of a further 3 Community Trails (Glendesha – phase 1, Lough Park and Windmill Hill, Ballynahinch, Glasswater Wood, Crossgar)
- delivery on the ground of an extension to Tievenadarragh Forest Community Trail car park and Drumkeeragh Forest Community Trail car park
- 2 Community Trails 100% 'shovel ready' for delivery on the ground in 2022-2023 (Glendhu, Glendesha phase 2)
- a mechanism is in place to allow user numbers across NMDDC Community Trails to be collected and collated on a regular basis and new technologies considered.
- scoping work is initiated on a further 4 Community Trails.
- Pump track in Hilltown 100% 'shovel ready' for delivery on the ground in 2022-2023.

The following table lists the priority projects for 2021-2022.

Projects (see below for detail)	Cost
<p>1. Delivery on the ground of the following Community Trails and Visitor Services (Capital projects). The capital value of these projects is c. £800,000</p> <ul style="list-style-type: none"> • Glendesha Forest – Phase 1 • Lough Park and Windmill Hill, Ballynahinch • Glasswater Wood, Crossgar • Tievenadarragh Forest – car park • Drumkeeragh Forest – car park 	£34,300
<p>2. 2 Community Trails 100% shovel ready for delivery on the ground in 2022-2023</p> <ul style="list-style-type: none"> • Glendhu • Glendesha Forest - Phase 2 (link to Forkhill) 	£12,000
<p>3. Feasibility/scoping/assessing/developing 4 new Community Trails.</p> <ul style="list-style-type: none"> • Bright GAC • Teconnaught GAC • Tipperary Wood • Inch Abbey. 	£13,440
4. Community Trail Data Collection for 11 sites (4 times a year and report)	£2,800
5. Pump track in Hilltown 100% shovel ready for delivery on the ground in 2022-2023.	£12,870
TOTAL	£75,410

DETAIL OF WORK TO BE UNDERTAKEN**1. Delivery of the following Community Trails and Visitor Services**

a. Glendesha Forest, Lough Park/Windmill Hill, Glasswater Wood, Tievenadarragh Forest and Drumkeeragh Forest.

This year ORNI will for each of the above project:

1. Act as the first point of contact on the project.
2. Appoint where necessary specialists to bring the projects to planning where necessary e.g engineers to design car parks, ecologists etc.
3. Submit planning as necessary and respond to all planning queries and appoint and manage further specialists to get projects through planning approval if required e.g further ecology work.
4. Secure the capital funding for the project (estimated c. £800K) by completing the necessary funding applications and business cases, etc. Respond to all queries from potential funders and provide additional specific information as requested.
5. Work with Council to put in place the necessary development agreements, license/lease agreements with Forest Service, Woodland Trust etc as appropriate.
6. Act as the Project Manager throughout the build period.
7. This includes appointing the CPM team and working with the CPM team to tender for and appoint contractors using Council's procurement process, daily liaison with CPM and contractors, attending on-site Project Steering Group meetings and responding to all issues raised at these, on-going liaison with funders throughout and ensuring that the project is delivered to the standard and expectations of all involved.
8. Delivery of all non-ancillary items. This includes installation of people counters, the writing of all trailhead and information panels, getting sign-off from partners, liaising with graphic designers, production companies and overseeing implementation of all items on the ground.
9. Act as the first point of contact between the contractors and Council on issues regarding finances e.g compensation events, contingency etc.
10. Report to Council Committees and Officers as and when required.
11. Work with the Council and partners to launch the Community Trails and promote on WalkNI.com, OutmoreNI.com and other Council channels.

Total cost	£34,300
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4. Community Trail – Data Collection.

To assess whether the Community Trails within the Council area are successful in terms of being well used by the local community and to help justify further expenditure on Community Trails within the Council area, it is essential that Council has some indication of the numbers using each Trail. As part of each capital project, counters are installed.

ORNI will: Collect 4 times a year data on the following 11 Community Trails and compile into a Summary Report at the end of the year:

1. Tobar Mhuire, Crossgar (multi-use)
2. Bunker's Hill, Castlewellan (multi-use)
3. Castleward, Strangford (multi-use)
4. Ballynahinch Rugby Club (walking)
5. Saul GAC (walking)
6. Tievenadarragh Forest, near Seaforde (walking)
7. Drumkeeragh Forest (multi-use)
8. Corry Wood, Castlewellan (walking)
9. Seaforde Plantations (walking)
10. Aghrim Hill (walking)
11. Daisy Hill (walking)

Address any issues with counters that are not working with the supplier.

ORNI will also investigate this year new technologies which would see the current system being replaced by remote collection counters.

Total cost £2,800

5. Pump track in Hilltown 'shovel ready'.

ORNI will:

1. Act as the first point of contact on the project.
2. Consultation with local community /local representatives to establish demand and buy in.
3. Undertake a site visit and GIS map the proposed area for the pump track.
4. Identify and consult with land-owners and agree way forward e.g licence, PPA, lease etc.
5. Consult with all statutory consultees (NED, HED, FSNI, DfC DFI) and ensure any other statutory requirements are met e.g HRA.
6. Appoint and manage specialists to design the pump track.
7. Secure the necessary funding and business cases to fund the project.
8. Secure planning permission if required.

Total cost £12,870

Please note: Those capital projects that require specialist work to be carried out before a grant application can be submitted, any pre-planning expenditure and any funding application expenditure e.g car park design, ecologists, CPM teams, flood risk assessment, engineer, design work etc, ORNI will procure and appoint at risk. ORNI will seek reimbursement from the Council following completion of the project.

All payments will be made to Outdoor Recreation NI, with whom Council has the SLA.

Signed on behalf of Newry, Mourne and Down District Council.

Signed on behalf of Outdoor Recreation N Ireland

Name: -----

Position: -----

Date: -----

Report to:	Active and Healthy Communities Committee
Date of Meeting:	24 January 2022
Subject:	District Electoral Area (DEA) Forums Update Report
Reporting Officer (Including Job Title):	Janine Hillen, Assistant Director Community Engagement
Contact Officer (Including Job Title):	Damien Brannigan, Head of Engagement

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

For decision For noting only

1.0	Purpose and Background
1.1	<p>Purpose</p> <ul style="list-style-type: none"> To note the report. To consider and agree to approve the actions in the Action Sheets attached from the DEA Forum Private Meetings listed in 3.1 below. <p>Background</p> <p>The information in Appendix 1 attached is provided to update the Committee on recent DEA activity and on activity planned to be undertaken by the DEAs (subject to COVID-19 restrictions, guidelines and requirements).</p>
2.0	Key issues
2.1	Any activity undertaken by the DEAs must be compliant with COVID-19 restrictions, guidelines and requirements.
3.0	Recommendations
3.1	<p>That the Committee: -</p> <ul style="list-style-type: none"> Note the report. Agree to approve the actions in the Action Sheet attached for: <ul style="list-style-type: none"> ➢ Downpatrick DEA Forum Private Meeting held on Tuesday 14 December 2021. ➢ Slieve Croob DEA Forum Private Meeting held on Tuesday 14 December 2021. ➢ Newry DEA Forum Private Meeting held on Thursday 16 December 2021.
4.0	Resource implications
4.1	Support and assistance from partners to deliver actions in the DEA action plans.
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i>

	It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations	<input checked="" type="checkbox"/>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>	
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>	
6.0	Due regard to Rural Needs (please tick all that apply)	
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input checked="" type="checkbox"/></p>	
7.0	Appendices	
7.1	<p>Appendix 1: Update on the ongoing work of the DEAs.</p> <p>Appendix 2: Action Sheet of Downpatrick DEA Forum Private Meeting, 14 December 2021.</p> <p>Appendix 3: Action Sheet of Slieve Croob DEA Forum Private Meeting, 14 December 2021.</p> <p>Appendix 4: Action Sheet of Newry DEA Forum Private Meeting, 16 December 2021.</p>	
8.0	Background Documents	
8.1	None.	

Appendix 1

The following information is provided to update the Committee on recent DEA activity and on activity planned to be undertaken by the DEAs (subject to COVID-19 restrictions).

All People in Newry, Mourne and Down Enjoy Good Health and Wellbeing

The 7 DEAs will be working together to deliver 3 large DfC COVID-19 Recovery funded Mental Health Events. The theme and target audience of each event will differ from DEA to DEA. Planning is currently underway and the events will take place in the New Year.

Downpatrick, Rowallane and Slieve Croob DEAs, in partnership with the South Eastern Health & Social Care Trust, are rolling out a European Cookery Cuisine Programme for adult carers during January and February. The initiative will enable participants to experience some European dishes and how to prepare these in their home environment. The pandemic has had an impact on carers and this programme will help provide them with some respite with care being provided via the Trust.

Downpatrick, Rowallane and Slieve Croob DEAs are hosting a Mind Matters Event in The Burrendale Hotel, Newcastle. This event is targeted at people aged 18+. At the event people will have the opportunity to engage in mindfulness workshops that will help improve mental health and well-being and develop support techniques. Participants will be provided with information on local support services which will help build skills and resilience.

Downpatrick, Rowallane and Slieve Croob DEAs in partnership with Homestart are delivering a 6 week mindfulness programme with parents during January and February. The lockdown has had a detrimental effect on the health and well-being of parents of young children making them vulnerable, feeling anxious and stressed. This programme will be an opportunity for parents to take time to themselves, improve their health and well-being and improve resilience and action plan for positive results.

All People in Newry, Mourne and Down Live in Respectful, Safe and Vibrant Communities

Level of Civic Participation and Good Relations:

No significant activity to report on under this theme this month due to the Christmas/New Year holiday.

Level of Personal Safety and Crime:

No significant activity to report on under this theme this month due to the Christmas/New Year holiday.

Newry, Mourne and Down District Council

Action Sheet of Downpatrick District Electoral Area (DEA) Forum Private Meeting held on Tuesday 14th December 2021 at 10.30am via Microsoft Teams

Chairperson: Councillor Gareth Sharvin

In Attendance: Councillor Dermot Curran
Councillor Cadogan Enright
Councillor Oonagh Hanlon

Independent Members: Jenny Laverty, Housing Community Network
Daniella McCarry, CDRCN
Jim Masson, Down Business Connect
Macartan Digney, Downpatrick Community Collective

Statutory Partners: None

Council Officials: Katrina Hynds, Downpatrick DEA Co-Ordinator
Aisling Rennick, Engagement & Development Manager
Damien Brannigan, Head of Engagement
Aveen McVeigh, Regeneration, Business Support and Development Officer

Others in Attendance: None

Apologies: Dan McEvoy, Downpatrick Community Collective
Maurice Denvir, East Lecale Communities
Lisa Perry, Downpatrick Neighbourhood Renewal Partnership
Councillor John Trainor

ITEM	SUBJECT	DECISION	FOR COMPLETION – including actions taken/date completed or progress to date if not yet completed.
DEA/DPK/21/01	Apologies	Received from John Trainor, Dan McEvoy, Lisa Perry and Maurice Denvir	Noted.
DEA/DPK/21/02	Declaration of Interest	No Declarations of Interest were made.	Noted.
DEA/DPK/21/03	<p data-bbox="786 1386 858 1771">Actions of Meeting held on 12th October 2021</p> <p data-bbox="898 1476 930 1771">PCSP Officer Update</p> <p data-bbox="1209 1386 1281 1771">Council Policy on Overnight Stay for Camper Vans</p>	<p data-bbox="786 871 858 1352">Read: Action Sheet from Meeting held on 12th October 2021.</p> <p data-bbox="898 837 1161 1352">Agreed members contact the Safer Communities & Good Relations Manager directly with any questions they have in relation to the Community Safety Wardens following which the Manager will respond.</p> <p data-bbox="1209 826 1394 1352">Contact Neighbourhood Services and request that the Committee re-examine the policy on overnight stay for camper vans in all Council owned car parks. In particular, the</p>	<p data-bbox="786 703 818 792">Noted.</p> <p data-bbox="1209 210 1281 792">DEA Co-Ordinator to make request to Neighbourhood Services.</p>

		<p>implications this has on areas that rely on the tourism income generated through their stay.</p> <p>It was agreed on the proposal of Councillor Curran, seconded by Councillor Hanlon that the Action Sheet be adopted.</p>	
DEA/DPK/21/04	Update on the Church Street Revitalisation Scheme	<p>An update on progress of the Revitalisation Scheme was presented by the Regeneration, Business Support and Development Officer. The Letter of Offer from Department for Communities has been received and work is ongoing with businesses regarding the Shop Front Scheme.</p> <p>Additional works including Mural, Interpretation Panel and clean-up of buildings to commence at beginning of new year.</p> <p>Scheme has been extended to include the businesses at the lower end of Bridge Street.</p> <p>An extension has been given by Department for Communities for the completion of some projects</p>	

DEA/DPK/21/05	Report on DEA/Good Relations Initiatives	including restoration of bus shelters and additional bins. The Downpatrick DEA Co-Ordinator presented her report outlining initiatives, etc being rolled out in the area.	Noted.
DEA/DPK/21/06	Schedule of Meetings	Schedule of Meetings for 2022/23 was presented to members.	Noted.
DEA/DPK/21/07	Date of Next Meeting	Next Meeting in scheduled to take place at 4.00 pm on Tuesday 8 th February 2022.	Noted.

The meeting ended at: 11.30 am

Newry, Mourne and Down District Council

Action Sheet of Slieve Croob District Electoral Area (DEA) Forum Private Meeting
held on Tuesday 14th December 2021 at 3.30pm via Microsoft Teams

Chairperson: Councillor Roisin Howell

In Attendance: Councillor Alan Lewis
Councillor Cathy Mason

Independent Members: Heather Holland, County Down Rural Community Network (CDRCN)

Statutory Partners: None

Council Officials: Priscilla McAlinden, Slieve Croob DEA Coordinator
Aisling Rennick, Engagement & Development Manager
Damien Brannigan, Head of Community Engagement

Others in Attendance: Ray Cunningham, MYMY

Apologies: Councillor Andrew McMurray
Councillor Hugh Gallagher
Catherine Kennedy, Loughinisland Youth Club
Felix Blaney, Castlewella Community Partnership
Alan Dumigan, Down Senior Forum
Rosie Daly, Community Facilities Manager Community Services

ITEM	SUBJECT	DECISION	FOR COMPLETION – including actions taken/date completed or progress to date if not yet completed.
DEA/SC/2/2021	<p>Skills for Public Engagement & Collaborative Working programme for the independent members</p> <p>Resignation of Independent Member</p>	<p>Circulate programme details to interested members of the public.</p> <p>Independent Member Alan Dumigan has resigned from the Forum. Members agreed to send a letter and thank him for his dedication and contribution to the Forum.</p>	<p>All members.</p> <p>DEA Coordinator.</p>
DEA/SC/3/2021	Declaration of Interest	No Declarations of Interest were made.	Noted.
DEA/SC/4/2021	Matters arising from Action Sheet of meeting held on 21 st September 2021	Action Sheet from 21 st September 2021 was proposed as a true record.	Proposed by Councillor Lewis. Seconded by Councillor Howell.
DEA/SC/5/2021	MyMy Update	<p>Presentation from MyMy representative on the ongoing and future work of the group.</p> <p>Include MyMy contact details to community database for circulation of information.</p>	DEA Coordinator.

DEA/SC/8/2021	Action Plan Update	All Forum Members approved project proposals outlined and associated budget.	DEA Coordinator.
DEA/SC/9/2021	Date and time of next meeting	Next meeting is scheduled to take place on 22 nd February 2022 at 3.30pm.	DEA Coordinator.

The meeting ended at: 4.36pm

Newry, Mourne and Down District Council

**Action Sheet of Newry District Electoral Area (DEA) Forum Private Meeting
held on Thursday 16th December 2021 at 1.00pm via Microsoft Teams**

Chairperson: Councillor Charlie Casey

In Attendance: Councillor Gary Stokes
Councillor Valerie Harte
Councillor Gavin Malone

Independent Members: Raymond Jackson, Confederation of Community Groups
Noreen Rice, NR Partnership
Eamonn Connolly, BID
Jessica Kane, Newry Chamber of Commerce
Colin Hanna, NM Enterprise Agency
J McAlinden, Family Support Hub

Statutory Partners: Kelly Gibson, PSNI

Council Officials: Kerri Morrow, Newry DEA Coordinator
Damien Brannigan, Head of Engagement
Aisling Rennick, Engagement & Development Manager
Shannon Creaney, PCSP Officer

Others in Attendance: None

Apologies: Councillor Roisin Mulgrew
Councillor Michael Savage
Brian Lockhart, Orange Order
Martina Flynn, Safer Communities & Good Relations Manager
Niamh McNamee, EA Youth Service Ryan Duffy, PSNI

ITEM	SUBJECT	DECISION	FOR COMPLETION – including actions taken/date completed or progress to date if not yet completed
DEA/N/2021/1	Declaration of Interest.	There were no declarations of interest declared.	COMPLETED.
DEA/N/2021/2	Matters arising from Action Sheet from meeting held 21 st October 2021.	Action sheet confirmed as a true and accurate record.	COMPLETED.
DEA/N/2021/4	Shop Local Voucher Scheme	Concern was expressed that many people had not yet received their Shop Local voucher. Recommendation to circulate update information regarding progress of scheme.	DEA Coordinator to progress.
DEA/N/2021/5	Knife Surrender Bin	Members discussed the possibility of locating a Knife Surrender Bin in Newry. Recommendation that local community representatives be consulted.	PSNI representatives to progress.

The meeting ended at: 2.25pm

Report to:	Active and Healthy Communities Committee
Date of Meeting:	24 January 2022
Subject:	Community Coordination Hub (CCH) Update Report
Reporting Officer (Including Job Title):	Janine Hillen, Assistant Director Community Engagement
Contact Officer (Including Job Title):	Janine Hillen, Assistant Director Community Engagement

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

For decision	<input type="checkbox"/>	x	For noting only	<input type="checkbox"/>
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1.0	Purpose and Background
1.1	<p>Purpose</p> <ul style="list-style-type: none"> To note the report. To consider and agree to approve the actions in the Action Sheet of the Community Coordination Hub (CCH) Meeting held on Wednesday 15 December 2021. <p>Background</p> <p>The information in Appendix 1 attached is provided to update the Committee on recent CCH activity and on activity planned to be undertaken by the CCH and its member organisations.</p>
2.0	Key issues
2.1	To coordinate actions to mitigate the impact of Covid-19 on individuals and groups in the community.
3.0	Recommendations
3.1	That the Committee: - <ul style="list-style-type: none"> Note the report. Agree to approve the actions in the Action Sheet attached for: <ul style="list-style-type: none"> ➤ Community Coordination Hub (CCH) Meeting held on Wednesday 15 December 2021.
4.0	Resource implications
4.1	Support and assistance from partners to deliver actions in the CCH action sheet.
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>

5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	<p>Due regard to Rural Needs (please tick all that apply)</p>
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p>
7.0	<p>Appendices</p>
7.1	<p>Appendix 1: Action sheet of the CCH Meeting held on Wednesday 15 December 2021.</p>
8.0	<p>Background Documents</p>
8.1	<p>None.</p>

NEWRY, MOURNE & DOWN DISTRICT COUNCIL**Minutes of Community Coordination Hub Meeting
Wednesday 15 December 2021 @ 2:30pm****In Attendance:****Chair:** Damian Brannigan (Engagement)

Aisling Rennick (DEAs)
 Julie McCann (Community Services)
 Nicholas McCrickard (County Down Rural Community Network and Strategic Stakeholder Forum)
 Raymond Jackson (Confederation of Community Groups and Strategic Stakeholder Forum)
 Alan Beggs (GIS Mapping)
 Rosemary McDonnell (Community Advice NI and Strategic Stakeholder Forum)
 Lauren McMenamy (Community Planning)
 Eoin Devlin (Environmental Health)
 Martina Flynn (PCSP)
 Sonya Burns (Programmes Unit)
 Ruth Allen (SHSCT)
 Gerard Rocks (SHSCT)
 Lynda Vladeanu (SEHSCT)
 Patricia Mulligan (DfC)
 Julie-Anne Harte (Programmes Unit)

Apologies: Michael Lipsett (Active & Health Communities)
 Janine Hillen (Community Engagement)

Item	Issue Raised	Agreed:	Referred to	Action taken
2.	Actions from last meeting	<ul style="list-style-type: none"> • Actions from last CCH meeting held attached. 		
3.	Funding Opportunities	<ul style="list-style-type: none"> • Copy attached for information and distribution as appropriate. 	All	

4.	Updates from DFC	<ul style="list-style-type: none"> • Patricia Mulligan from DfC in attendance. Council advised of funding available for Social Supermarket (SSM) initiative . • DfC email outlining amounts attached to agenda for all members information. • Zoom meeting with Strabane SSM to take place next week for subgroup regarding Social Supermarkets, 21/12/21 @ 2.30pm. Invitation will be circulated, and anyone who can attend is welcome. The meeting will be recorded, and link shared with Housing ExTrust and wider group for sharing with anyone interested. • An NI wide Energy Payment Scheme tied to benefits will be available in New Year for help with fuel. 	PM, ALL
5.	Update on DFC funded programmes	<ul style="list-style-type: none"> • Updates on total spend to date in excel spreadsheet attached. • Community • Family Hardship Support fund; approx. £16,000 distributed with most referrals received from statutory health professionals. • An expression of interest scheme was rolled out to smaller community groups, foodbanks and SVDP. • There is a demand/need for funding, specifically with utilities, help with fuel poverty and debt services with demand expected to increase in the new year. • The CANMD helpline is very busy and is available two evenings a week and a Saturday morning. There is a good uptake for Budget Seminars running either face to face or over Zoom. • There is £15,000 available for digital connectivity; currently in the planning stages and working to identify targeted need where a training programme and support programme will be made available. • Trusts • Ards, North Down & Down Wellbeing Hub has received more than 1000 referrals. There are some capacity issues with providers but an additional £210,000 of Covid funding has been secured which has enabled procurement of additional sessions which will help tackle the huge waiting list and looks at new referrals coming in. The money doesn't roll over until 2022 but can be used until June/July. 	

	<ul style="list-style-type: none"> • Meeting with local steering groups to see how to move forward and get more funding for the Hub. Exploring different models to suit each area, puts the patient first and refers/signposts more effectively. • Verve Network going well, Hub members looking at an action plan and there are a range of programmes to roll out. • Slow Cooker programme – 10 trained in NMD in delivery of programme under this budget. • Poverty Support Fund – Bolster are able to use funding and appreciate flexibility of the additional budget. • A workshop is planned for early February to tackle loneliness and social isolation and see what support can be put in place. • Council • There are some issues with procurement due to new system roll out which is causing some delays with project delivery but hope to be up and running in new year. Hope to deliver projects by end of March but this is all dependent on procurement and Covid restrictions. • Distribution of slow cookers across both sides of district, there are 85 available with groups identified for allocation. • Norbrook Christmas Bonanza taking place this Friday where 600-700 food hampers and 400-500 toy bags will be distributed. • Council staff are being utilised to provide logistical support for roll out of Vaccine Booster programme in centres and delivery of Lateral Flow test kits. • Community groups with own venues emailed and approx. 90% have asked for additional monies and should receive addendum letters this week from the Programmes Unit outlining what they will receive. • New addendums will also be issued to larger community groups who are asked to submit claims monthly/as regular as soon as possible to help manage reconciliations. • Financial Assistance Call 1 launched last week, 200 registered for training with 17 themes available. 	
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6.	Community Plan update and Any Other Business	<ul style="list-style-type: none"> • Digital Poverty meeting taking place in early January. • Participatory Budgeting project has 25 groups assigned funding with an additional 10 groups to submit paperwork. • Sustainable Food Places Co-Ordinator now appointed and Energy Efficiency project to start in January. • Age Friendly Strategic Alliance update to be provided at next meeting. • Email from Aisling Murray regarding Lateral Flow Testing circulated with the agenda. Hub members asked if anyone can provide information regarding high risk groups in the area to please do so by end of the day. • DfC are providing £71,729.69 towards Social Supermarket pilot with an additional £30,700.00, provided towards either access to food support, addressing emergency needs or support Social Supermarket design. • SSF proposal on SSM codesign initiative shared with Hub members; all members agreed in principal that £20,500 of the DfC SSM funding of £71,729.69 be allocated to supporting the SSF SSM codesign as detailed in the proposal submitted. 	ED All	
7.	Date and times of next meeting	<ul style="list-style-type: none"> • Wednesday 19 January 2022 at 2.30 pm 		

Next Meeting: Wednesday 19 January 2022 at 2.30pm


Report to:	Active and Healthy Communities Committee (AHC)
Date of Meeting:	24 th January 2022
Subject:	Leasing of Council Land - Expression of Interest old Killough Road Community Centre, Downpatrick.
Reporting Officer (Including Job Title):	Janine Hillen. (Assistant Director of Community Engagement)
Contact Officer (Including Job Title):	Julie McCann. (Head of Community Services, Facilities and Events)

For decision	x	For noting only	X
1.0		Purpose and Background	
1.1		An Expression of Interest (EOI) has been received for the leasing of Council land at Old Killough Road Community Centre, Downpatrick.	
2.0		Key issues	
2.1		<p>Councils Sport and Community Leasing Policy 2016 states:</p> <p><i>"Where an approach is made to Council regarding land/property or a facility falling within the Policy and it is agreed to invite expressions of interest the Council will notify all organisation users of the land/property or facility within the past 5 years to advise that interest has been notified and that an expression of interest exercise will be undertaken".</i></p> <p>It is proposed that an Expression of Interest will be carried out via the 3-step process:</p> <ul style="list-style-type: none"> • Stage 1: Expressions of Interest for identified Land/Facilities. This stage requires an EOI for identified land/facilities to be publicly advertised, a submission of an outline business case from prospective leasers, and evaluation of the outline business cases scored against set criteria. Submissions must meet the minimum threshold score to progress to stage 2 of the process. <p>It is proposed that applicants will have eight weeks to submit their application from posting of the public advert.</p> <ul style="list-style-type: none"> • Stage 2: Full Business Plan Submission. Submissions that meet the minimum threshold in stage 1 will be requested to submit a Full Business Plan which will also be evaluated against set criteria. Submissions must meet the minimum threshold score to progress to stage 3 of the process. • Stage 3: Recommendation and Decision 	
3.0		Recommendations	
3.1		<p>That AHC Committee consider and agree:</p> <ul style="list-style-type: none"> • An expression of interest process be carried out for the land at Old Killough Road Community Centre, Downpatrick. 	

	<ul style="list-style-type: none"> • A valuation being sought for the leasing of this site over a 21-year period. • The EOI process be publicly advertised for a period of eight weeks.
4.0	Resource implications
4.1	Revenue: It is anticipated that the leasing of Council land and facilities will have a positive impact on Council's income budgets.
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	Due regard to Rural Needs (please tick all that apply)
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>

	<p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p> <p>If no, please complete the following:</p> <p>The policy / strategy / plan / public service is not influenced by rural needs <input type="checkbox"/></p>
7.0	Appendices
	Appendix 1: Map of site
8.0	Background Documents
	None



 <p>Comhairle Ceantair an Iúir, Mhúrn agus an Dóin Newry, Mourne and Down District Council</p>	<p>Land: Site of Demolished Killough Road Community Centre</p>		<p>Drawing Title: Siteplan</p>	<p>Scale: 1/1250</p>
	<p>Council reference no.: *****</p>	<p>Drawing no.: DDC050-G-1-00</p>	<p>Drawn by: GMcV</p>	<p>Date: 10/09/18</p>

Report to:	AHC Committee
Date of Meeting:	24 th January 2022
Subject:	Consultation Response NI Environment Strategy
Reporting Officer (Including Job Title):	Eoin Devlin, Assistant Director Health and Wellbeing
Contact Officer (Including Job Title):	Sheena McEldowney, Head of Sustainability

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

For decision	<input checked="" type="checkbox"/>	For noting only	<input type="checkbox"/>
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1.0	Purpose and Background
1.1	That the Committee agree to return the attached Consultation response. The response has been submitted by the required date (18 th January 2022) on the proviso that it is subject to Council Approval.
2.0	Key issues
2.1	<p>The Department of Agriculture, Environment and Rural Affairs (DAERA) is seeking views on proposals for a Northern Ireland Environment Strategy.</p> <p>The Environment Strategy forms part of the Executive's wider Green Growth agenda and, for the most part, is intended to be a high-level, Executive-endorsed strategy that will sit alongside both new and existing strategies.</p> <p>The Environment Strategy will form the basis for a coherent and effective set of interventions that can:</p> <ul style="list-style-type: none"> • deliver real improvements in the quality of the environment and thereby improve the health and well-being of all who live and work here; • elevate Northern Ireland to an environmental leader; • create opportunities to develop our economy; • enable us to play our part in protecting the global environment for decades to come <p>The strategy outlines six key outcomes:</p> <ol style="list-style-type: none"> 1. Excellent air, water, land and neighbourhood quality 2. A healthy environment and landscapes we can enjoy 3. Thriving nature and wildlife 4. Production and consumption that doesn't damage our environment 5. Zero waste and a circular economy 6. Playing our part in reducing greenhouse gases while making changes to help us live with climate change <p>The draft Strategy contains a range of actions and targets for each of the above outcomes.</p>
3.0	Recommendations

3.1	That the Committee agree to return the attached Consultation response. The response has been submitted by the required date (18 th January 2022) on the proviso that it is subject to Council Approval.
4.0	Resource implications
4.1	None
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	Due regard to Rural Needs (please tick all that apply)
6.1	Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service

	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p>
7.0	Appendices
	Appendix 1: NMDDC Response Northern Ireland Environment Strategy
8.0	Background Documents
	https://www.daera-ni.gov.uk/consultations/environment-strategy-consultation

Response ID ANON-GV5N-EW5Q-2

Submitted to Environment Strategy Consultation
Submitted on 2022-01-13 11:25:27

What is your organisation / school?

Organisation:

Newry Mourne and Down District Council

1a Do you agree with Strategic Environmental Outcome (SEO)1: 'Excellent air, water, land & neighbourhood quality'?

Yes

Comments (Please limit your response to 120 words):

Yes. We also wish to see time bound targets included alongside strategic outcomes. Protecting and enhancing ecosystem functioning to guarantee the provision and implementation of ecosystem services will require the Government's assurance of actions taken by a clearly defined deadline. The Scottish Environment Strategy for example, says: "by 2045 restoring nature and ending Scotland's contribution to climate change [...]".

Soil quality should be listed specifically rather than just incorporated under land quality, considering soil is one of the most important carbon sinks and it is an excellent indicator of sustainable land management.

The 4% of Ammonia emissions coming from waste handling, road transportation and industrial applications should also be addressed here.

1b Are you content with SEO 1 tables (1 to 6)?

Yes

Comments (Please limit your response to 120 words):

Yes. As protecting and enhancing the natural environment can support a sustainable economy and a just society, we suggest adding the reference to the UK National Emission Ceilings Regulation, the EU National Emission Ceiling Directive and Gothenburg Protocol to the UNECE Convention on Long-range Transboundary Air Pollution, to highlight the Government's intention to collaborate with the ROI and with the rest of the UK, as stated in the Draft Green Growth Strategy.

Particulate matter (PM10) should be added to the Current Status (Table1). It is a significant source of air pollution and includes dust from mines and quarries, roads, construction, wood-burning stoves, and fossil fuel power plants. PM10 contributes to conditions such as cardiovascular disease, asthma, and allergies.

2a Do you agree with Strategic Environmental Outcome (SEO)2: 'Healthy & accessible environment & landscapes everyone can connect with & enjoy'?

Yes

Comments (Please limit your response to 120 words):

Yes. The rationale behind this outcome is clearly stated and based on social inclusion principles. It should be accompanied by target implementation dates. Setting milestones will support key parties mentioned in the outcome to collaborate in a more cohesive way. Short- and medium-term steps must be considered, as they are fundamental to achieving long-term outcomes.

2b Are you content with SEO 2 tables (7 to 12)?

Yes

Comments (Please limit your response to 120 words):

3a Do you agree with Strategic Environmental Outcome (SEO)3: 'Thriving, resilient & connected nature and wildlife'?

Yes

Comments (Please limit your response to 120 words):

3b Are you content with SEO 3 tables (13 to 15)?

Yes

Comments (Please limit your response to 120 words):

Tables 13-14 have strong actions and an ambitious vision, but it is not clear how progress is going to be monitored to understand if we are on track to meet specific targets. Without a monitoring strategy, there is no opportunity to improve or refine measures listed in this Strategy or any related strategies and action plans.

Tables 14-15 should contain (a) the identification and measurement of marine natural capital assets, and a framework for assessing change in marine asset and habitat quantity and quality

over time; (b) the initiatives to raise awareness of natural capital to enhance public engagement; (c) the full impacts on the economy from investing in natural capital.

4a Do you agree with Strategic Environmental Outcome (SEO)4: 'Sustainable production & consumption on land and at sea'?

Yes

Comments (Please limit your response to 120 words):

A framework of actions to reduce emissions and a commitment to sustainable agriculture should be established.

4b Are you content with SEO 4 tables (16 to 24)?

No

Comments (Please limit your response to 120 words):

No, Tables 16 and 17 are poor. Targets based on effective environmental land management that can lead to increases in productivity must be stated. For example, introducing widely spaced trees into permanent grassland can increase the length of time animals remain in pasture by 14-17 weeks per year. This can have a significant positive effect on grass utilisation and ammonia emissions. Similarly, appropriate soil and grassland management for breeding waders has numerous benefits on productivity, including better quality grazing for cattle and more land eligible to farm.

Table 17 could refer in the actions and targets to concepts such as (a) local - energy solutions should be local, wherever possible; (b) environmentally sustainable - a 'green' economy should not be expanded at the expense of the environment or our health. For example, nuclear power is considered a zero-emission energy source however the extraction and processing of uranium into nuclear fuel is extremely energy-intensive (which generates carbon dioxide emissions) and thermal pollution from nuclear power plants also adversely affects marine ecosystems. It is, therefore, on balance, not deemed environmentally sustainable.

Table 20 should state when actions and targets will be achieved.

Table 24 There is no mention of alternatives to antibiotics. Research has shown that there are alternatives to antibiotics that increase animal productivity and help poultry and pigs perform to their genetic potential (probiotics, organic acids, phytogenic, prebiotics, symbiotic, enzymes, antimicrobial peptides, etc). Although the beneficial effects of many of the alternatives developed have been well demonstrated, there is still a lack of information on the mechanism of action, efficacy, and advantages and disadvantages of their applications in the field. Optimal combinations of various alternatives coupled with good farm management and animal husbandry practices are key to maximising performance and productivity while simultaneously reducing antibiotic use in the industry.

5a Do you agree with Strategic Environmental Outcome (SEO)5: 'Zero waste & highly developed circular economy'?

Yes

Comments (Please limit your response to 120 words):

We wish to see the agri-industry included in the list of focus areas identified in the document as the greatest opportunity to lead the transition. A 'circular agriculture economy' or so-called agrocycle, proposes a viable alternative model to the current linear economy (take-make-waste) by minimising the number of external inputs for agricultural production, closing nutrient loops, and reducing negative impacts to the environment by eliminating discharges (i.e., wastewater) and surface runoff. Under the lens of the circular economy, agriculture can offer a multitude of opportunities from primary production using precision agriculture techniques, to the recycling and utilisation of agricultural wastes (biofertiliser, bioenergy) and materials (e.g., reuse of plastic containers). The opportunities and technologies are already available, they just need to be enforced and deployed at scale.

5b Are you content with SEO 5 tables (25 to 27)?

No

Comments (Please limit your response to 120 words):

Further growth sectors e.g., Life and Health Sciences, Wholesale and Retail Trade, and Agro-food to the Circular Economy Strategic Framework should be included in the CESF as these are among the main sectors that contribute to Gross Value Added (GVA) in Northern Ireland. They were previously identified in a report commissioned by BIFC NI The case for a Circular Economy Strategy for Northern Ireland.

6a Do you agree with Strategic Environmental Outcome (SEO) 6: 'Fair Contribution to UK net zero greenhouse gas emissions & improved climate resilience and adaptability'?

No

Comments (Please limit your response to 120 words):

Northern Ireland should show a commitment to net-zero by 2050 and that a fair contribution to the UK net-zero target should only be taken as reflective of the minimum commitment required to deliver on the Paris Agreement. Results from the latest Earth system models suggest that the climate may be more sensitive to greenhouse gases than previously thought implying a smaller global carbon budget is required to limit warming to 1.5C. For Northern Ireland to make its fair contribution to delivering the Paris Agreement's commitment to staying well below 2°C and pursuing 1.5°C global temperature rise, then an immediate and rapid programme of decarbonisation is needed.

6b Are you content with the SEO 6 table (28)?

No

Comments (Please limit your response to 120 words):

NMDDC would like to highlight recommendations from the Tyndall Centre for Climate Change Research that should be included in this strategy:

- To stay within the recommended carbon budget Northern Ireland will need to achieve average mitigation rates of CO₂ from the energy sector of around -13.1% per year
- Northern Ireland should consider strategies for significantly limiting emissions growth from aviation and shipping
- Northern Ireland should promote the deployment of low carbon electricity generation within the region and where possible influence national policy on this issue
- Northern Ireland should increase sequestration of CO₂ through Land Use, Land Use Change and Forestry (LULUCF) to start compensating for the effects of non-CO₂ GHG emission that cannot be completely reduced to zero (e.g., non-CO₂ emissions from agriculture/farming), but to be consistent with carbon budgets Northern Ireland should also take action to reduce these emissions
- The correct management of LULUCF should also include activities that increase wider social and environmental benefits

7 Did you find the Environment Strategy content user friendly and easy to follow?

No

If 'No', please suggest any improvements you deem appropriate. (Please limit your response to 120 words):

The structure of the document is not user friendly and does not provide a general overview of the framework or how the Strategy will be implemented.

8 Do you have any other comments or contributions?

Comments (Please limit your response to 120 words):

A few important points are missing from this strategy that we suggest are included:

- Key evidence gaps and examples of actions underway, to help drive progress towards the Environment Strategy vision by 2050.
- Evidence-based conservation actions should be highlighted, and cross-border collaborations should be encouraged for example initiatives like the Nature Recovery Network (NRN), and All-Ireland Pollinators Plan, and the All-Ireland Climate and Biodiversity Research Network (AICBRN).
- A monitoring framework should be developed to track the delivery of this Environment Strategy.
- Public engagement to increase awareness on the importance of natural capital and the full impacts on the economic growth of investing in natural capital are important pillars missing in this document.

Report to:	Active and Healthy Communities
Date of Meeting:	24 th January 2022
Subject:	Sustainability and Climate Change Forum
Reporting Officer (Including Job Title):	Eoin Devlin Assistant Director Health and Wellbeing
Contact Officer (Including Job Title):	Sheena McEldowney Head of Sustainability

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

For decision	<input checked="" type="checkbox"/>	For noting only	<input type="checkbox"/>
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1.0	Purpose and Background
1.1	To note the report from the Sustainability & Climate Change Forum which took place on Thursday 2 nd December 2021. To consider and agree to approve the actions in the attached Action Sheet.
2.0	Key issues
2.1	The actions arising from the meeting are attached 'SCCF Action Sheet Thursday 2 nd December 2021' in Appendix I.
3.0	Recommendations
3.1	Consider and agree to approve the actions in the attached Action Sheet.
4.0	Resource implications
4.1	None
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i> It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/>
5.2	<i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

	<p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
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6.0	Due regard to Rural Needs (please tick all that apply)
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p>
7.0	Appendices
	Appendix 1 : SCCF Action Sheet Thursday 2 nd December 2021
8.0	Background Documents
	None

Sustainability and Climate Change Standing Forum

Thursday 2nd December 2021 at 3.00pm via Teams

Councillor's present: Cllr McKee, Cllr Tinnelly, Cllr Enright, Cllr Gibbons, Cllr McMurray and Cllr Burgess

Chaired by Councillor Andrews

Officers present: E Devlin, S. McEldowney, M Lipsett, J McBride, J Ellis,

Apologies for non-attendance: Cllr Owens, Cllr Stokes, Cllr Brown and Cllr Clarke

Invited guests: Joseph Ireland from Queens University and Robert Raine from BGS Energy

No declarations of interest.

Agenda Item Number	Subject	Agreed way forward (if matter requires Committee/Council approval, a separate Report should be compiled and submitted to Committee)	Lead Officer	Actions taken/Progress to date	Remove from Action Sheet Y/N
2.0	Review Actions SCCF 16 September 2021	Ms McEldowney reviewed the actions from SCCF held on 16 th September 2021. Cllr Enright requested a review of maintenance of the dune restoration area & wildflower meadows in Ballyhornan.	S. McEldowney	Noted	Y
			E. Devlin	In-progress	N

3.0	Cllr Mark Gibbons discussion on "Rights of Nature"	Cllr Gibbons discussed the "Rights of Nature" NOM. Officers to prepare a 1-page document on Rights of Nature for discussion at next SCCF.	E. Devlin	In-progress	N
4.0	Presentation: Joseph Ireland from Queens University and Robert Raine from BGS Energy	A presentation took place on Geothermal resources and potential within Northern Ireland and some of the schemes that are currently being done. Officers to seek approval at AHC to work with QUB and BGS on potential for feasibility study for Geo Thermal at two leisure centres within the council area. Presentation to be circulated to Members.	S. McEldowney	In-Progress	N
5.0	Presentation from Jonathan Ellis NMDDC	A presentation took place on Tree Strategy and rewilding that was undertaken by Neighbourhood Services, NMDDC throughout 2021.	J Ellis	Noted	Y

6.0	Date of next meeting	Thursday 17 th February 2022 3pm.	S. McEldowney	Noted.	Y
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Report to:	AHC Committee
Date of Meeting:	24 th January 2022
Subject:	Request for the Council to support National Vegetarian Week
Reporting Officer (Including Job Title):	Eoin Devlin (Assistant Director, Health and Wellbeing)
Contact Officer (Including Job Title):	Sheena McEldowney (Head of Sustainability)

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

For decision	<input type="checkbox"/>	X	For noting only	<input type="checkbox"/>
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1.0	Purpose and Background
1.1	<p>The Council has been asked to support the National Vegetarian Week campaign.</p> <p>The request for support is as follows:</p> <p><i>"As a local authority working to mitigate the impacts of climate change, I'm inviting you, to sign up as a supporter of the 2022 National Vegetarian Week campaign which will run from 16th to 22nd May. During the week we will be asking people to try plant-based foods, with a view to encouraging more people to incorporate eating less meat within their diet."</i></p>
2.0	Key issues
2.1	<ul style="list-style-type: none"> National Vegetarian Week is organised by The Vegetarian Society and will take place from 16th to 22nd May this year. The campaign encourages individuals to eat more plant-based foods. Evidence shows that a plant based diet is better for the planet, having far less carbon emissions than meat - and for households on tight budgets it can also be cheaper, as evidenced by a recent Oxford University study on sustainable eating. Eating less meat can help mitigate the impacts of climate change. The recent UK National Food Strategy led by Henry Dimbleby, suggests that the nation should eat 30% less meat by 2030. This can be achieved by going meat-free on just two days a week. A comprehensive resource pack will be provided to engage staff as well as wider networks in taking action, which can be as simple as individuals pledging to swap out one meal for a plant-based option. Supporting the campaign will require little by way of investment of time and resource, but will create real engagement and interest, while providing a simple but engaging and identifiable action as a component part of the Council's climate emergency planning and response.

	<ul style="list-style-type: none"> It will also support the work of the Council and its partners on developing a Sustainable Food Places approach in Newry, Mourne and Down.
3.0	Recommendations
3.1	It is recommended that the Council supports National Vegetarian Week 2022 and joins the campaign as part of its approach to tackling the climate and nature emergency.
4.0	Resource implications
4.1	<p>There are no immediate resource implications from this action.</p> <p>This campaign will contribute positively to the Council's Climate Mitigation programme and Sustainable Food Places programme.</p>
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p>

	<p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	Due regard to Rural Needs (please tick all that apply)
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p>
7.0	Appendices
	APP I Copy of Email requesting Support - sent to Council Chief Executive
8.0	Background Documents
	<p>For further information on the National Vegetarian Week campaign visit: www.vegsoc.org</p> <p>For further information on Sustainable Food Places please visit: www.sustainablefoodplaces.org</p>

From: Richard McIlwain <Richard@vegsoc.org>
Sent: 13 December 2021 14:59
To: Ward, Marie <marie.ward@nmandd.org>
Subject: National Vegetarian Week 2022

CAUTION: This email originated outside of Council. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear Marie

I'm writing to invite your authority to take part in an exciting initiative coming up in May 2022. With the climate emergency now front and centre of many people's minds, there is an urgency to find solutions that make a real difference.

While often people can feel that individual action doesn't create much of a difference or is too difficult or expensive, there is one simple action that everyone can do that does make a real and identifiable difference.

That action? Eat more plant-based foods. Evidence shows that it is better for the planet, having far less carbon emissions than meat - and for households on tight budgets it can also be cheaper, as evidenced by a recent Oxford University study on sustainable eating.

As a local authority working to mitigate the impacts of climate change, I'm inviting you, to sign up as a supporter of the 2022 National Vegetarian Week campaign which will run from 16th to 22nd May. During the week we will be asking people to try plant-based foods, with a view to encouraging more people to incorporate eating less meat within their diet.

The recent National Food Strategy led by Henry Dimbleby, suggests that the nation should eat 30% less meat by 2030 and the good news is that this can be achieved by going meat-free on just two days a week.

As a participating local authority, getting involved is easy. We will provide a comprehensive resource pack for you to engage your staff team and your wider networks in taking action, which can be as simple as individuals pledging to swap out one meal for a plant-based option.

Supporting the campaign will require little by way of investment of time and resource, but will create real engagement and interest, while providing a simple but engaging and identifiable action as a component part of your own climate emergency planning and response.

I'd love to be working with you next May and we will be in touch again soon with some ideas on how you can join in!

If you have any questions or thoughts you'd like to share or discuss, please don't hesitate to get in touch at richard@vegsoc.org.

Best Wishes,
Rich

Richard McIlwain
Chief Executive | The Vegetarian Society

0161 9252000 | richard@vegsoc.org | www.vegsoc.org

Christmas is coming! Check out our FREE online Christmas recipe booklet today by signing up to our enewsletter. www.vegsoc.org/christmas

The Vegetarian Society of the United Kingdom Ltd
Parkdale, Dunham Rd, Altrincham, WA14 4QG
Registered Charity No 259358 (England and Wales)
Registered Company No 959115 (England and Wales)
Registered with the Fundraising Regulator

Report to:	Active and Healthy Communities
Date of Meeting:	24 January 2022
Subject:	Memorandum of Understanding with DAERA for Certification of Products of Animal Origin
Reporting Officer (Including Job Title):	Eoin Devlin Assistant Director Health and Wellbeing
Contact Officer (Including Job Title):	Eoin Devlin Assistant Director Health and Wellbeing

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

For decision	<input checked="" type="checkbox"/>	For noting only	<input type="checkbox"/>
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1.0	Purpose and Background
1.1	That Committee consider and agree to sign the attached Memorandum of Understanding with DAERA
2.0	Key issues
2.1	<p>In the United Kingdom, trade is a reserved matter held by the UK Government in Westminster. The lead department for trade across the agri-food sector (live animals, products of animal origin (POAO), germinal products and animal by products) is the Department of Environment, Farming and Rural Affairs, (Defra). Defra, as the Central Competent Authority, delegate responsibility for governance and delivery of certification within the territory of Northern Ireland to the Department of Agriculture, Environment and Rural Affairs (DAERA). Export Health Certificates (EHCs) are required to accompany certain commodities to Third Countries (TCs) and live animals and some animal products to member states within the EU.</p> <p>Local Authority designated food competent Environmental Health Officers (EHOs) are authorised by DAERA as Food Competent Certifying Officers (FCCOs) to undertake official certification of fish, fishery products and composite fish and/or egg products on its behalf, issuing EHCs for export of this product to TCs. LAs undertake this work as a non-statutory function, with no further funding from DAERA, in pursuit of their overarching responsibilities to support communities and the local economy.</p> <p>We have carried out this function for a number of years and DAERA are now seeking to put in place a Memorandum of Understanding to move towards a more formalised arrangement</p>
3.0	Recommendations
3.1	That Committee consider and agree to sign the attached Memorandum of Understanding with DAERA
4.0	Resource implications

4.1	None. Work carried out using existing staff resource
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	Due regard to Rural Needs (please tick all that apply)
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p>

	<p>Rural Needs Impact Assessment completed <input type="checkbox"/></p> <p>If no, please complete the following:</p> <p>The policy / strategy / plan / public service is not influenced by rural needs <input type="checkbox"/></p>
7.0	Appendices
	<p>Memorandum of Understanding between DAERA and NMDDC with regard to Certification of Products of Animal Origin (Fish, Fishery products and composite products containing Fish and/or Eggs) and provision of support for official certification of other POAO on behalf of DAERA</p>
8.0	Background Documents



Memorandum of Understanding

Between **Department of Agriculture,
Environment and Rural Affairs**

And **Newry Mourne and Down DC**

In respect of **Certification of Products of Animal
Origin (Fish, Fishery products and
composite products containing
Fish and/or Eggs) and provision of
support for official certification of
other POAO on behalf of DAERA**

in **Approved and registered (where
applicable) establishments in
Northern Ireland**

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Relay Service by dialling 18001 + telephone number.



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Veterinary Service and Animal Health Group

Glossary

Abbreviation	Meaning
AAHP	Aquatic Animal Health Professionals
aPVP	authorised Private Veterinary Practitioner
APHA	Animal & Plant Health Agency
CIEH	Chartered Institute of Environmental Health
CO	Certifying Officer
CSO	Certification Support Officer
DAERA	The Department of Agriculture, Environment and Rural Affairs
DECOL	DAERA Export Certification On Line
DEFRA	The Department of Environment, Food and Rural Affairs
DoF	Department of Finance
EHC	Export Health Certificate
EHNI	Environmental Health Northern Ireland
EHO	Environmental Health Officer
EU	European Union
FBO	Food Business Operator
FCCO	Food Competent Certifying Officer
FIEPH	Food Imports, Exports and Port Health
FSA	Food Standards Agency
HMRC	Her Majesty's Revenue and Customs
LA	The Local Authority: The Borough, City or District Council
NFG	Notes for Guidance
NICS	Northern Ireland Civil Service
OV	Official Veterinarian (DAERA)
POAO	Products of Animal Origin
PVP	Private Veterinary Practitioner
ROI	Republic of Ireland
SHA	Support Health Attestation
SOLACE	Society of Local Authority Chief Executives
TCSO	DAERA Trade Certifying Support Officer
TC	Third Country
VSAHG	Veterinary Service Animal Health Group

1 Parties to the Agreement

- 1.1 This Memorandum of Understanding (MOU) is between the Department of Agriculture, Environment and Rural Affairs (DAERA) and the Local Authorities (LAs) in Northern Ireland named above, and listed in Annex 1, who have undertaken to work in partnership with, and on behalf of, DAERA to provide official certification services to local businesses within each LA's jurisdiction.
- 1.2 For the purposes of this document, this Memorandum of Understanding will hereinafter be referred to as the 'Agreement'. The parties to this Agreement are Newry Mourne and Down DC and DAERA hereinafter referred to as "the Parties".

2 Purpose

Third Country export certification

- 2.1 In the United Kingdom, trade is a reserved matter held by the UK Government in Westminster. The lead department for trade across the agri-food sector (live animals, products of animal origin (POAO), germinal products and animal by products) is the Department of Environment, Farming and Rural Affairs, (Defra). Defra, as the Central Competent Authority, delegate responsibility for governance and delivery of certification within the territory of Northern Ireland to the Department of Agriculture, Environment and Rural Affairs (DAERA). **Export Health Certificates (EHCs)** are required to accompany certain commodities to Third Countries (TCs) and live animals and some animal products to member states within the EU.
- 2.2 DAERA Official Veterinarians authorised as certifying officers (COs) certify meat and dairy POAO to third countries. DAERA Fish Health Inspectorate (FHI) authorised as COs certify live aquaculture and aquatic germplasm. Authorised Private Veterinary Practitioners (aPVP) authorised as COs certify live animals, animal by products and germplasm to third countries.
- 2.3 Local Authority designated food competent Environmental Health Officers (EHOs) are authorised by DAERA as **Food Competent Certifying Officers (FCCOs)** to undertake official certification of fish, fishery products and composite fish and/or egg products on its behalf, issuing EHCs for export of this product to TCs. LAs undertake this work as a non-statutory function, with no further funding from DAERA, in pursuit of their overarching responsibilities to support communities and the local economy.

Support of Official Certification by other COs

- 2.4** In addition, DAERA has requested that, where required and appropriate, LAs will provide relevant information to a CO acting on behalf of DAERA, on technical food hygiene, traceability and compliance matters in businesses under their jurisdiction. The purpose of this is to facilitate official certification for POAO other than fish, eggs, etc., for example, dairy POAO, being produced for export in establishments under LA jurisdiction and which must be certified by an official veterinarian. Such COs may be employed either directly by DAERA or acting on behalf of DAERA, for example, an authorised Private Veterinary Practitioner (aPVP). This work complements the activities of Environmental Health Officers who have statutory roles in delivery of Official Controls under Regulation (EU) 2017/625, as authorised by the Food Standards Agency, UK. This exchange of information will take place under the provision of a Data Sharing Agreement (DSA) agreed between DAERA, Local Authorities and the Food Standards Agency (FSA).

Export certification following EU Exit Transition Period

- 2.5** The UK/EU Withdrawal Agreement, which includes the Ireland / Northern Ireland Protocol (the Protocol) sets out how Northern Ireland's exit from the European Union (EU) will work and provides that while the whole of the UK will leave the Customs Union, Northern Ireland will align with EU Regulations on goods and customs.
- 2.6** Under the Protocol, Northern Ireland (NI) will, in effect, be required to maintain regulatory alignment with the EU on the application of Sanitary and Phytosanitary (SPS) measures. SPS measures refer to the system in place to manage disease risks and maintain traceability, safety and standards in the food chain. They are comprised of a wide range of controls including regulation, infrastructure and systems of auditing, certification and inspection. As such, they are important to international trade in live animals, products of animal origin, animal by-products, feedstuffs, plants and plant products and residues.
- 2.7** The detailed arrangements to support implementation of the Protocol have been determined through Specialised and Joint Committee structures of the EU and UK Governments.
- 2.8** Post transition, the movement of goods and products between Great Britain and Northern Ireland will be determined by the existence, nature and extent of any such future free trade agreement between the UK and the EU.
- 2.9** Since the UK's departure from the EU on 31 December 2020, the EU now lists Great Britain as a third country (TC). Consequently, the EU now applies SPS checks on goods entering the EU from Great Britain in line with those checks prescribed for TCs as currently set out in EU law, for example, in the Official Controls Regulation (EU) 2017/625 (OCR).
- 2.10** Post transition, in accordance with EU law, products of animal origin (POAO) moving from GB into the EU (including NI), will therefore require an export health certificate (EHC).

- 2.11** As part of unfettered access provided under the NI Protocol, it is expected that no additional SPS documentation will be required for POAO moving from NI to GB, for consumption on the GB internal market. **Requirements for entry to GB and for transit of goods moving from NI to EU via GB, post 01 October 2021, have still to be confirmed by Defra.**
- 2.12** Intra UK movements of POAO (including from NI to GB) where the final product is intended for export from GB to the EU, including NI, after storage or further processing in GB, will require a **Support Health Attestation (SHA)** confirming that the product complies with the requirements of the EHC. This will allow for completion of the final EHC from GB to EU.
- 2.13** A Support Health Attestation is issued for each commodity at the premises of origin to specify that the POAO for export meets the requirements of the specific EHC for the final market destination. It allows completion of EHCs in GB, for POAO moving to EU, or back to NI. SHA can be issued by COs, either veterinarians or EHOs, who are specifically authorised by DAERA to do so. In some cases, for example for movement from NI to Ireland, a **Background Certificate (BC)** may be issued instead of an SHA.
- 2.14** DAERA Veterinary Officers authorised as COs issue SHAs for meat, from premises where DAERA has a permanent presence; aPVPs authorised as COs can issue SHAs for meat, dairy, egg and composite products.
- 2.15** EHOs authorised as FCCOs can issue SHAs for the movement of fish, fishery products, egg products and composite products containing egg and /or fish from NI to GB to support onward final certification.
- 2.16** LAs may use **Certification Support Officers (CSOs)** who have been suitably authorised by DAERA to support the FCCOs in gathering evidence for certification. This applies to the issue of **both EHC and SHA (incl. BC).**

Other certification of goods by LAs

2.17 The provision of unofficial certification for POAO, in other words, that which is not agreed between the importing and exporting competent authorities, or which is not authorised by DAERA, is not within the scope of this Agreement. This may apply to certification of both POAO and foods not of animal origin.

3 Commencement of the Agreement

- 3.1** This Agreement commences on 1 December 2021 and will be subject to annual review. Any amendments required will be dealt with as per sections 8 or 10 of this Agreement.

4 Principles behind the Agreement

- 4.1** It is not a statutory requirement for a Local Authority to provide certification however all Local Authorities which undertake to deliver certification must be party to this Agreement. The Agreement relates to all certification activities undertaken by LAs on behalf of DAERA.

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- 4.2 The Agreement cannot have any legal effect but all parties to the Agreement will act in accordance with it. In committing to this agreement, the LA is agreeing to comply with the international standards of certification which DAERA uphold and to deploy only suitably authorised FCCOs to issue certification. These are specified in Annex 2.
- 4.3 DAERA will authorise suitably qualified and trained officers employed by LAs to provide official export health certification and support health attestations for fish and fishery products, egg products and composite products containing fish and/or eggs, to food business operators located within the LA's jurisdiction.
- 4.4 The LA will maintain a programme of Official Control inspections, as specified in the FSA Food Law Code of Practice (NI) and associated FSA Practice Guidance (NI), at all establishments exporting products of animal origin where they are the enforcement authority.

5 Review, Governance and Management of the Agreement

- 5.1 Key contacts with responsibility for this agreement and email addresses for reporting issues are identified in Section 13.
- 5.2 The Memorandum of Understanding will be reviewed, and operational delivery will be monitored on an annual basis. This will be facilitated at a meeting of the Environmental Health Northern Ireland (EHNI) group, which the DAERA representative(s) will attend by prior arrangement. This review should take place within 3 months of the end of the financial year, i.e. during April – June.
- 5.3 Technical issues relating to delivery will be discussed at the **Food Imports, Exports and Port Health (FIEPH)** technical sub-group meetings. These usually occur at a bimonthly frequency at which DAERA representatives are in routine attendance
- 5.4 Either Party may raise, at any time, urgent issues that cannot be held over until the next meeting.
- 5.5 The Parties will, as soon as reasonably practicable, inform each other when they become aware of any deficiency in the quality of the service and will take immediate steps to investigate and resolve any problems. The Party causing the deficiency is under a duty to resolve the deficiency within a period agreed with the other Party. The procedure at Section 10 will be used to resolve any dispute.

6 Information and Records Management

- 6.1 The LA shall retain a copy of the issued certificate or attestation and supporting documentation and any other relevant information for a minimum of three years from date of issue.
- 6.2 Documentary evidence collected in support of the certification process is considered commercially sensitive and the LA must ensure the security of the data is maintained in line with the General Data Protection Regulation 2016.

- 6.3 All such records may be stored electronically, and, in such cases, there is no requirement for a hard copy. In addition, scanned copies of EHCs issued through DECOL should be uploaded to the relevant application within DECOL
- 6.4 The LA shall make records available to DAERA for inspection by arrangement with DAERA's Principal Agreement Manager.

7 Data Protection and Data Sharing

- 7.1 DAERA takes data protection, freedom of information and environmental information issues seriously. It takes care to ensure that any personal information is processed in a way which complies with the requirements of the General Data Protection Regulation 2016 and the Data Protection Act 2018. This means that any personal information shared should only be processed for the purpose for which it has been provided unless permission is granted by DAERA as the Data Controller.
- 7.2 DAERA's Privacy Statement can be found at:-
<https://www.daera-ni.gov.uk/publications/daera-privacy-statement-document>
- 7.3 The LA and DAERA agree to share data as per the data sharing agreement for certification services. Please see Annex 4.
- 7.4 The LA may not make any press announcements or publicise this agreement without the prior written consent of DAERA.

8 Termination of the Agreement

- 8.1 Any request by the LA or DAERA to cease or suspend the delivery of certification provided by the LA under this agreement must be made in writing and a period of notice must be given of not less than three months, unless an alternative termination period is jointly agreed between Parties.
- 8.2 Both Parties acknowledge that requirements for export health certification and support health attestations to GB / EU will be determined by ongoing discussions around implementation of the Northern Ireland Protocol the outcome of which may result in additional certification services.

9 Emergency situations

Force Majeure¹ where unforeseen events occur out-with the LA's control, the LA shall take all necessary measures to ensure continuance of delivery of certification wherever possible. Where this is not possible, the LA should inform DAERA as soon as it becomes aware.

¹ For the purposes of this Agreement, the expression "Force Majeure" shall mean any happenings or non-happenings which could not be anticipated and are beyond the LAs' control including civil disturbance, flood or other weather-related circumstances.

10 Disputes

- 10.1 Issues arising which affect the essence or interpretation of this Agreement or the delivery of certification activities by the LA, and/or where agreement cannot be reached, shall be firstly referred to the Principal Contacts identified in Section 13.
- 10.2 If they cannot agree, the matter shall then be referred to DAERA's Director of International Trade Facilitation Division and the EHNI representative of the Local Authority.
- 10.3 In the event of a further failure to reach agreement, the LA Chief Executive and the Chief Veterinary Officer of DAERA will be asked to adjudicate.

11 DAERA Monitoring of LA Activities covered by this Agreement

- 11.1 As the competent authority for official certification DAERA must ensure that the internationally recognised standards of certification are upheld by all certifying bodies and officials authorised to issue official certification. Ongoing monitoring and assessment of official certification issued will be made against the agreed standards referred to in Annex 2 and listed in Annex 3. A DAERA checklist may be provided to the LA to indicate the type of monitoring checks which are routinely carried out.
- 11.2 Any additional planned audit of LA certification activities by DAERA, over and above routine monitoring shall be notified in advance to the LA, for example, in preparation for an incoming TC inspection of NI and DAERA competent authority export assurance procedures. In advance of such an audit, terms of reference will be agreed and provided to the LA. Where available, an audit checklist will be used to achieve the objectives specified in the audit scope. Where non-compliances are found, or suspected, site visits may be necessary.
- 11.3 The LA shall, on request, make available in a timely manner, to DAERA's auditors, relevant records and documents relating to visits or other services carried out under this Agreement.
- 11.4 DAERA will report any findings to the Lead FCCO of the relevant LA, and liaise with the relevant LA and issuing FCCO to achieve full compliance with the standards. As with all categories of CO, DAERA may suspend or withdraw authorisation of a Food Competent Certifying Officer, where there is evidence of non-compliance.
- 11.5 Where appropriate, DAERA may report these findings to the EHNI group in an anonymised manner, where it is possible to do so, without compromising the identity of an individual LA.

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12 Gifts, Hospitality and Fraud

12.1 Officers employed or acting on behalf of the LA must abide by the LA's Code of Conduct in relation to matters which might reasonably be seen to compromise the individual's personal judgement or integrity in carrying out certification on behalf of DAERA. Local Authorities should ensure that there is no conflict of interest for FCCOs carrying out certification activities.

13 Contacts**13.1 Principal Contacts**

DAERA	LA / Local Authority
DVO Trade Certification and Standards Name: Heather Boyd Email address to contact or report issues to DAERA: heather.boyd@daerani.gov.uk	LA Lead Food Officer (Hygiene) Name: Sinead Trainor Email address to contact or report issues to LA: ehealth@nmandd.org

13.2 Signatories to the Service Level Agreement (SLA)

Signed on behalf of the DAERA	Signed on behalf of the LA
Signature: _____ Date: XX 2021	Signature: _____ Date: XX 2021
Name in Capitals: DAERA of Agriculture, Environment & Rural Affairs Dundonald House Upper Newtownards Road Ballymiscaw Belfast BT4 3SB	Name in Capitals: Newry Mourne and Down DC Monaghan Row Newry BT35 8DJ

Annex 1 – Types of certification activity provided:

The following specific activities may be undertaken by a Local Authority on behalf of DAERA:

- i) **Certification Activity 1:** provide **supporting information relating to Official Controls** on food hygiene, traceability and compliance to facilitate official certification by other Certifying Officers acting on behalf of DAERA.
- ii) **Certification Activity 2:** issue **official Export Health Certification** destined for Third Countries outside the UK and EU for fish, fishery products, including live bivalve molluscs, egg products and composite products containing fish and egg products of animal origin.
- iii) **Certification Activity 3:** issue **Support Health Attestations** and / or **Background Certificates** within the UK, or to the EU, for fish and fishery products, including live bivalve molluscs, egg products and composite products containing fish and egg products of animal origin.

The following are the NI Local Authorities who may undertake the activities above:

Antrim and Newtownabbey Borough Council

Ards and North Down Borough Council

Armagh City, Banbridge and Craigavon Borough Council

Belfast City Council

Causeway Coast and Glens Borough Council

Derry City and Strabane District Council

Fermanagh and Omagh District Council

Lisburn City and Castlereagh Borough Council

Mid and East Antrim Borough Council

Mid Ulster District Council

Newry, Mourne and Down District Council

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Agreement of Certification Activity with the Local Authority

Name of Local Authority	Activity 1 Certification support from Official Controls to other COs	Activity 2 Export Health Certification to Third Countries	Activity 3 Support health Attestations/ Background Certificates to UK / EU
Newry Mourne and Down	Yes	Yes	Yes

*Delete as appropriate

Annex 2 – Legal requirements and specification for the certification activities

DAERA, as the competent authority for official certification, must ensure that the internationally recognised standards of certification are upheld by all certifying bodies and officers authorised by DAERA to issue official certification on its behalf.

Governance of certification

Article 5 of Official Controls Regulation (EU) 2017/625 (OCR) sets out the general obligations for competent authorities to have procedures in place to ensure the effectiveness, impartiality, quality and consistency of official controls and official activities at all levels and to ensure that those performing the activities are appropriately trained, authorised and free from conflict of interest.

In addition, Article 6 of OCR requires the competent authority to carry out internal audits or arrange for audits of its delivery to be carried out.

DAERA Trade Programme Governance unit monitors and assesses certification issued by all categories of CO to assure the quality and effectiveness and that international standards are met.

[Regulation EU 2017/625 OCR](#)

Certification standards

- Official Control Regulations

The standards of certification are set out in Articles 88 – 91 of OCR.

- World Organisation for Animal Health (OIE)

The World Organisation for Animal Health (OIE) sets specific requirements for the issue of official certification

[Terrestrial Code Online Access - OIE - World Organisation for Animal Health](#)

[Aquatic Code Online Access - OIE - World Organisation for Animal Health](#)

- Royal College of Veterinary Surgeons

The Royal College of Veterinary Surgeons' Ten Principles of certification set out the standards required for all veterinary certification. DAERA applies these standards, where applicable, to all official certification issued on its behalf.

[RCVS Principles of Certification and Supporting Guidance](#)

Key standards of certification have been identified and are listed in Annex 3. These are used to monitor and assess delivery of official certification.

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Annex 3 Certification Standards for Monitoring and Assessment

Delivery of these official activities on behalf of DAERA will be assessed for each participating LA against targets as outlined below.

	Standard assessed	Target	Green	Amber	Red	Priority
1	Provision of accurate export health certification as prescribed.	All certificates to be completed, in full, as prescribed. (DAERA will monitor via DECOL)	All certificates comply with requirements. No rejected consignments by importing country	No rejected consignments by importing country More than 1 requests for replacement certs due to errors in issuing per quarter	Consignments rejected Failure to keep true copies of certificates Issuance of certificates without correct support.	1
2	Where risk-based certification implemented, as per Risk Based Fish Export certification procedures (RBFEC) maintain a system of inter-audit inspections at the frequency set out in the risk based certification procedure	All relevant exporting establishments to have inspections carried out as set out in the risk based certification guidance.	Records of official controls and export related inspections available to support RBFEC approach. FCCO issuing certificate familiar with the site and/or records and certification requirements of the TC for relevant commodity		Certification issued by an unauthorised undesignated person. Records not maintained to show evidence of Risk based inspections and certification	1
3	To ensure the correct frequency of trade related inspections and FSA Official Controls inspections and any other necessary mandated routine inspections	FSA approval is maintained on the basis of compliance with Official Controls	All official control and trade related Audits and Inspections are completed on time (within 28 days as per Food Law COP)	Slippage of Audit /Site inspection by more than 28 days (4 weeks) of due date	Official control or trade related audits and inspections not completed within 6 weeks of due date	1
4	Annual completion of conformity statement	On an annual basis (end of March) the LA will update the Department that FBOs under their Control meet regulatory requirements	Conformity statement issued on time.	Conformity statement late up to 2 weeks	Conformity statement not provided by end of April	2

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5	Notification of all major non-compliances detected, or formal enforcement action taken, in all exporting establishments for which the LA is the enforcement authority to be reported to DAERA, where this non-compliance may result in temporary withdrawal of certification	All major non-compliances detected, scores >10 or broadly non-compliant or formal enforcement action taken, to be reported to DAERA as soon as reasonably practicable	Within one week/ 5 working days	Between 6 and 10 working days	More than 10 working days	
6	All completed certificates to be uploaded to DECOL	Completed certificates uploaded to DECOL	Within 1 working days	Within 2-5 working days	More than 5 working days	2

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Annex 4 – Data Sharing Agreement

Between DAERA, FSA and LAs

Original DSA agreed and signed February 2020, currently under review to include reference to DAERA Environment Marine Fisheries Group, Support Health attestations and FSA data base of NI exporters.

To be inserted once agreed

Report to:	Active and Healthy Communities
Date of Meeting:	24 January 2022
Subject:	Service Level Agreement with Drinking Water Inspectorate
Reporting Officer (Including Job Title):	Eoin Devlin Assistant Director Health and Wellbeing
Contact Officer (Including Job Title):	Sinead Trainor Head of Environmental Health (Commercial)

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

For decision	<input checked="" type="checkbox"/>	For noting only	<input type="checkbox"/>
---------------------	-------------------------------------	------------------------	--------------------------

1.0	Purpose and Background
1.1	That Committee consider and agree that the Chief Executive sign the attached Service Level Agreement with Drinking Water Inspectorate
2.0	Key issues
2.1	The Council work with the Drinking Water Inspectorate in relation to maintaining the safety of private water supplies. This work involves identification of such supplies sampling and investigation of complaints In this district these supplies are predominately related to some of our Fish processing facilities. We must also carry out Risk Assessments in relation to these supplies The SLA sets out both the required level of service and the payment we will receive for carrying out this work
3.0	Recommendations
3.1	That Committee consider report and agree that Chief Executive sign the attached Service Level Agreement
4.0	Resource implications
4.1	None. Work is carried out by existing resource and funded by DWI
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i> It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/>

5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	<p>Due regard to Rural Needs (please tick all that apply)</p>
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p> <p>If no, please complete the following:</p> <p>The policy / strategy / plan / public service is not influenced by rural needs <input type="checkbox"/></p>
7.0	<p>Appendices</p>
	<p>SLA between Newry Mourne and Down DC and Drinking Water Inspectorate</p>
8.0	<p>Background Documents</p>

SERVICE LEVEL AGREEMENT

For the provision of services by:

The Environmental Health Department of

Newry Mourne and Down District Council

to The Drinking Water Inspectorate for Northern Ireland

BETWEEN:

- (1) Newry Mourne and Down District Council of Monaghan Row Newry BT35 8DJ (hereinafter known as 'The Council') and**
- (2) Drinking Water Inspectorate for Northern Ireland acting on behalf of the Department of Agriculture, Environment and Rural Affairs (DAERA) of Klondyke Building, Cromac Avenue, Belfast, BT7 2JA (hereinafter referred to as DWI) together known as 'the Parties'.**

Schedule of Amendments

Version Number	Issue Date	Detail of amendments from previous version	
		Section	Amendment
1.0	17 May 2017	N/A	
2.0	27 May 2020	1.2	Updated link to most recent version of Drinking Water and Health Guidance Document
		2.1	Replace 'take effect from' with 'replace the current agreement'
		3.2	Insert 'including reviews' after 'Private Supplies Risk Assessment'
		6.3	Replace 'from time to time with the agreement of both Parties' with 'in line with the review of this SLA'
		7.1	Replace paragraph
		8.0	Insert 'A Data Sharing Agreement will be signed between the parties outlining how the information which is shared is stored and used.'
		11.0	Insert 'pandemic'
		Annex A, Page 9: Private Supplies Investigations	Replace paragraph
		Annex B	Updated references to year of Regulations
		Annex C	Replace Updated Schedule of Fees
		Annex D	Insert new Annex
3.0	15 December 2021	Appendix 1	<p>Amendment to Section 8.1:</p> <ul style="list-style-type: none"> • Insert wording '2018 and the UK General Data Protection Regulation' after 'Data Protection Act' • Replace the wording 'A Data Sharing Agreement' with 'A Data Processing Contract (Appendix 1).' <p>Insert the word 'processed /' before 'shared'</p> <p>Add Appendix 1 – Data Processing Contract</p> <p>Remove Schedule of Amendments from Annex D to front of document</p>
		Annex A	Amendments to Annex A: Private Supplies Risk Assessments; Private Supplies Investigations; Private Supply Training / Competency

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1.0 LEGISLATIVE BACKGROUND AND AUTHORISATION

1.1 This agreement outlines the arrangement between the Drinking Water Inspectorate for Northern Ireland and Newry Mourne and Down District Council, appointed as a competent person, for the purpose of undertaking on behalf of the DWI risk assessments and sampling of private water supplies under The Private Water Supplies Regulations (Northern Ireland) 2017.

1.2 The ['Drinking water and health: a guide for public and environmental health professionals and for those in the water industry in Northern Ireland'](#)¹ document (hereinafter referred to as 'the Framework'), produced by the Drinking Water and Health Liaison Group outlines the roles and responsibilities of the key partner organisations and provides the basis for this agreement.

2.0 TERMS OF AGREEMENT

2.1 The Agreement shall replace the current agreement from the date of signature by both parties and shall remain in force for a period of two years (unless terminated in accordance with 2.2). At the expiry of the two year period, the parties may agree to extend the SLA on a bi-annual basis thereafter.

2.2 The Agreement may be terminated or not extended (as in Section 2.1) by either party on 12 months' written notice.

2.3 The Agreement shall be reviewed at least every two years, or on request at any time by either party (in accordance with Section 12.0). Any revised Agreement must have the approval of both Parties.

2.4 Any dispute in relation to the operation of the Agreement can be raised at the Annual Meeting (Section 7) for resolution. Any dispute requiring urgent resolution should be raised in writing by the relevant signatory(s) to the Chief Inspector of Drinking Water for resolution.

3.0 OBJECTIVES

¹ Drinking Water and Health – A guide for public and environmental health professionals and for those in the water industry in Northern Ireland.

<https://www.niwater.com/sitefiles/resources/pdf/reports/2020/guidancedocumentondrinkingwaterandhealth2020.pdf>

3.1 The objectives of the Agreement are to establish administrative provision under which the Council will provide the professional services of council staff in roles where they are acting as agents of the DWI. It will enable the Council to provide sampling, risk assessment, and investigatory services, including staff and resources to DWI as defined in 3.2, and to define each party's role, responsibilities and obligations as detailed in the Annex A to this document. It will enable the DWI to individually authorise the Council to carry out duties on their behalf.

3.2 The services being provided by each of the Parties hereto are as listed below hereinafter referred to as the "Services". Further detail of the exact nature of the Services being provided is set out in Annex A hereto.

- **Private Supplies Registration**
- **Private Supplies Risk Assessment (including reviews)**
- **Private Supplies Sampling**
- **Private Supplies Investigations**
- **Private Supplies Training / Competency**

4.0. OPERATING PROCEDURES FOR THE COUNCIL

4.1 The Council shall ensure that delivery of the Services is carried out expeditiously and competently, in accordance with such timescales, conditions and costs as may be agreed with DWI.

4.2 The Council shall use reasonable endeavours to ensure that the staff resources necessary to discharge the Services are available.

4.3 Both the DWI and the Council have a legal obligation for the Health and Safety of their respective staff. The Parties hereto shall take all reasonable steps to ensure that all employees involved with the Services comply with the requirements of the Health & Safety at Work (Northern Ireland) Order 1978 and such other regulations as required.

5.0. OPERATING PROCEDURES FOR DRINKING WATER INSPECTORATE (DWI)

- 5.1 DWI is responsible for specifying the exact nature of the service required of the Council; monitoring the delivery of these services in accordance with this Agreement and subject to satisfactory completion of services, ensuring payment of agreed costs within 30 days from receipt of invoice.
- 5.2 DWI will issue quarterly invoice requests to the Council detailing the sampling and risk assessments undertaken in the previous quarter (3 months).
- 5.3 An annual programme of sampling will be issued by 31 December each year. This schedule will be subject to review and updated at least quarterly.
- 5.4 DWI will provide the Council with training, equipment and all sampling kit consumables as required to conduct sampling and risk assessments of registered private water supplies.
- 5.5 DWI will provide technical advice and guidance to the Council in relation to private water supplies.
- 5.6 All council staff carrying out duties on behalf of the DWI should be individually authorised by the DWI to perform those duties. A sample authorisation document is attached at Annex B.

6.0. BILLING ARRANGEMENTS

- 6.1 The Council will provide quarterly invoices to DWI based on the invoice requests issued by DWI for each quarter. DWI will ensure invoices are paid within 30 days of receipt.
- 6.2 The Chief Inspector of Drinking Water in consultation with the Council through Environmental Health NI (EHNI) will agree a Schedule of Fees which would be standard for all Councils.
- 6.3 The Schedule of Fees is given in Annex C and shall be updated in line with the review of this SLA, with the agreement of both Parties.

7.0 ANNUAL MEETING & ONGOING ENGAGEMENT

7.1 DWI will engage with the Council through Environmental Health (NI) (EHNI) and agree the membership and Terms of Reference for a Drinking Water Working Group. DWI will attend the EHNI every two years or as required at the request of either party. The Drinking Water Working Group will meet annually to discuss the provision of services covered by this agreement.

7.2 All day-to-day matters relating to the services covered by this Agreement shall be conducted by officers of either party operating under the terms of the Agreement.

8.0 CONFIDENTIALITY

8.1 Information relating to private drinking water supplies will be subject to the requirements of the Data Protection Act 2018 and the UK General Data Protection Regulation. All information received by or gathered by the Parties as a result of performing the Services shall be held in accordance with the Parties' respective Records Management / Information policy. A Data Processing Contract (Appendix 1) will be signed between the parties outlining how the information which is processed / shared is stored and used.

9.0 LIABILITY

Each Party shall indemnify and keep indemnified, the other, against all claims, proceedings actions, damages, legal costs, expenses, fines, penalties, demands, loss or damage and any other liabilities, howsoever arising, whether in contract, tort, under statute, common law or otherwise directly or indirectly out of or in the course of or in connection with any provision or failure to provide those Services set out in this Agreement which are the responsibility of that party.

10.0 COMPLAINTS

If a complaint is received by either party in respect of the services carried out under this agreement, the Party receiving the complaint will inform the other in writing and the Parties will agree which Party will investigate the complaint.

11.0 FORCE MAJEURE

Neither party to this Agreement shall be liable to the other or shall be held to be in breach of this Agreement to the extent that it is prevented, hindered or delayed in the performance or observation of its obligations hereunder due to any cause beyond its control (including industrial action, strike, walk out, riot, civil disobedience, inclement weather, inability to obtain supplies, accident, pandemic or any other contingency whatsoever beyond its reasonable control).

12.0 AGREEMENT VARIATIONS

Both parties may request amendments to the scope of Services at any time by submitting a written request to the other party. Any variations will be made only with the consent of both Parties in writing. PROVIDED ALWAYS that DWI can agree that a variation can be implemented across all local Councils in Northern Ireland.

13.0 DISPUTE RESOLUTION

A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect.

The Parties shall use all reasonable efforts to resolve any dispute that may arise under this SLA through good faith negotiations. Each party shall nominate a senior representative of its management to meet at any mutually agreed location to resolve the dispute.

Where an attempt to resolve any dispute under this SLA and where initial contact between representatives of management of either Party has failed, the matter will be escalated to a discussion between a member of senior management from both parties hereto.

14.0 CONFLICT OF INTEREST

In the circumstances where the Council is providing the Service on premises which are in the ownership or control of the Council it is acknowledged that there may be a conflict of interest arising. The Council shall inform the DWI, if it believes that there may be a conflict of interest. The DWI shall, in consultation with the Council provide

such staff as are necessary to assist with or carry on the Services in order to investigate a failure on the Council premises.

15.0 GOVERNING LAW

It is hereby agreed that this Agreement shall be governed by Northern Ireland law and that the Courts of Northern Ireland shall have exclusive jurisdiction in all matters arising hereunder.

16.0 AUTHORISATION

16.1 The authorised person² within the council and the Chief Inspector of Drinking Water authorise this agreement.

Council	Print Name	Signature
<i>Chief Executive</i>	Marie Ward	

Drinking Water Inspectorate	Print Name	Signature
Chief Inspector of Drinking Water for Northern Ireland	CATRIONA DAVIS	

16.2 The Agreement will take effect from *[Insert Date]*

² Chief Executive, Director or Head of Service, as appropriate

OPERATIONAL DELIVERY OF SERVICES

Private Supplies Registration

Councils to:

- Advise DWI of new private water supplies when identified;
- Inform DWI of any changes to registered private supplies;
- Provide information on the annual review of the register of supplies and potential new supplies within required timescales.

Drinking Water Inspectorate to:

- Provide private water supply registration forms for completion;
- Notify council of newly registered supplies where received directly and provide copies of completed registration forms;
- Provide details of registered sites and any known potential new supplies to councils annually for review;
- Manage and maintain register of private water supplies.

Private Supplies Risk Assessment

Councils to:

- Liaise with owner/users to collate information in preparation for the risk assessment;
- Undertake site visit to carry out risk assessment of private water supply;
- Complete/review a risk assessment of private water supply within the required timeframe (within 6 months for new supplies, and review every 5 years or sooner if circumstances change at a site or following an event or critical failure as instructed by DWI);
- Follow up with owner/user on any information outstanding to complete risk assessment/review of the supply;
- Recommend risk assessment actions to DWI.

Drinking Water Inspectorate to:

- Provide methodology and guidance for completion of risk assessments;
- Provide electronic system for collation of risk assessment information;
- Provide historical data, where available, in preparation for risk assessment;
- On request, accompany councils on completion of risk assessments;
- Verify and agree risk assessment actions;

- Issue agreed actions to supply owner;
- Follow-up with supply owner to ensure risk assessment actions implemented;
- Instruct councils on when to complete a risk assessment for new supplies and when to review a risk assessment for existing supplies (every 5 years or sooner if circumstances change at a site or following an event or critical failure).

Private Supplies Sampling

Councils to:

- Liaise with the appointed contractor on the receipt and storage of sample bottles;
- Collect, transport and store samples in accordance with guidance provided by DWI;
- Undertake on-site testing with validated instrumentation and in line with the manufacturer's instructions for equipment being used;
- Ensure accurate completion of field sheets;
- Care for and store sampling kit and meters in accordance with manufacturer's instructions;
- Provide on-site meters for annual validation by DWI and sampling kits for inspection if required;
- Ensure consumables within sample kit are within expiry date;
- Advise DWI or appointed contractor as soon as possible if unable to collect scheduled samples;
- Adopt a flexible approach and liaise with DWI and the appointed contractor in the collection of scheduled monthly compliance samples.

Drinking Water Inspectorate to:

- Provide sampling kits and appropriate meters to councils for the purpose of sampling registered private supplies;
- Replenish sampling consumables on an annual basis or sooner if required;
- Validate on-site meters annually;
- Provide guidance on sampling and identification of appropriate sample points;
- Provide annual sampling schedule for the year and at least quarterly updates;
- Through contractor, arrange the provision of the necessary sample bottles and field sheets for the collection of samples each month;
- Adopt a flexible approach and liaise with councils and the appointed contractor in the collection of scheduled monthly compliance samples.

Private Supplies Investigations

Councils to:

- Provide points of contact to be notified in the event of failure;
- Adopt a flexible approach and liaise with DWI and the appointed contractor in the collection of resamples or other adhoc samples to ensure they are taken in a timely manner and in response to any public health concerns;
- Work in conjunction with DWI and other agencies in the investigation of failures as outlined in the Framework referred to in Section 1.2;
- Accompany DWI staff on request, to investigate failures;
- Follow-up with owners/users to ensure the ongoing protection of public health.

Drinking Water Inspectorate to:

- Take the lead role in private water supply investigations. Where Councils have a regulatory duty (eg. food / H&S) both Parties will collaborate to achieve compliance through the most appropriate legislation;
- Notify owners / users of sample failures and provide public health advice;
- Adopt a flexible approach and liaise with councils and the appointed contractor in the collection of resamples or other adhoc samples to ensure they are taken in a timely manner and in response to any public health concerns;
- To notify and liaise on public health failures to Public Health Agency;
- Provide onward advice in relation to public health to councils;
- Work in conjunction with council and other agencies in the investigation of failures as outlined in the Framework referred to in Section 1.2.

Private Supplies Training/Competency

Councils to:

- Permit only competent, authorised staff to undertake sampling and risk assessments;
- Complete designated DWI training courses to ensure ongoing competency in relation to private water supplies;
- Maintain appropriate auditable training records for staff;
- Facilitate DWI audits to ensure competency under the regulations;
- Advise DWI of council staff training needs.

Drinking Water Inspectorate to:


- Authorise all individual Council staff to carry out duties on behalf of the DWI;

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- Provide staff undertaking sampling and risk assessments of private water supplies with the necessary training to ensure competency;
- Provide training for council staff on request and as required to enable Council to fulfil its responsibilities and obligations under the Service Level Agreement with DWI;
- Provide technical support/guidance in relation to risk assessments and private water supplies in general;
- Conduct annual audit of the service provided within parameters of audit terms of reference.

SAMPLE AUTHORISATION DOCUMENT

 <p>Card No.PWSXXX</p> <p>Expires: XX/XX/XXXX</p> <div style="border: 1px solid black; width: 150px; height: 100px; margin: 10px auto;"></div> <p>THE WATER AND SEWERAGE SERVICES (NORTHERN IRELAND) ORDER 2006: ARTICLE 124 RIGHTS OF ENTRY</p> <p>THE PRIVATE WATER SUPPLIES REGULATIONS (NORTHERN IRELAND) 2017: REGULATION 7—RISK ASSESSMENT REGULATION 12—SAMPLING</p>	<p>Issued by: The Department of Agriculture, Environment and Rural Affairs Northern Ireland Environment Agency Klondyke Building Cromac Avenue Gasworks Business Park Belfast BT7 2JA Tel No. 0845 302 0008</p> <p>if found should be returned to this address or handed in to your local police station</p>
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<p>This is to certify that is authorised to act on behalf of The Department of Agriculture, Environment and Rural Affairs to exercise and perform the powers and duties conferred upon him/her by the aforementioned legislation and as detailed below:</p> <p>..... Authorised Officer (DAERA)</p>	<p>Rights of entry, under Article 124 of The Water & Sewage Services Order (Northern Ireland) 2006 to enter any premises for the purpose of Regulation 7 Requirement to carry out a Risk Assessment and of Regulation 12 Sampling and Analysis under The Private Water Supplies Regulations (Northern Ireland) 2017.</p>
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Each Officer's Warrant card will reflect their level of authorisation

SCHEDULE OF FEES

Activity	Unit Cost
Scheduled Sample Collection	£75/sample
Resample Collection (Investigation)	£75/sample
Completion of Full Risk Assessment	£450/risk assessment
Review of Risk Assessment (with site visit)	£200/risk assessment review
Review of Risk Assessment (without site visit)	£100/risk assessment review



DATA PROCESSING CONTRACT

Between

**Northern Ireland Environment Agency (NIEA)
Drinking Water Inspectorate (DWI)**

And

**Northern Ireland Councils'
Environmental Health Departments (EHDs)**

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<p>1.0</p>	<p>Parties to the Agreement</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> <p>DAERA, NIEA, Drinking Water Inspectorate, Klondyke Building, Cromac Avenue, Gasworks Business Park, Malone Lower, Belfast, BT7 2JA.</p> <p>(the Data Controller)</p> </td> <td style="width: 50%; padding: 5px;"> <p>Northern Ireland Councils', Environmental Health Departments</p> <p>(the Data Processor)</p> </td> </tr> </table>	<p>DAERA, NIEA, Drinking Water Inspectorate, Klondyke Building, Cromac Avenue, Gasworks Business Park, Malone Lower, Belfast, BT7 2JA.</p> <p>(the Data Controller)</p>	<p>Northern Ireland Councils', Environmental Health Departments</p> <p>(the Data Processor)</p>
<p>DAERA, NIEA, Drinking Water Inspectorate, Klondyke Building, Cromac Avenue, Gasworks Business Park, Malone Lower, Belfast, BT7 2JA.</p> <p>(the Data Controller)</p>	<p>Northern Ireland Councils', Environmental Health Departments</p> <p>(the Data Processor)</p>		
	<p>HAVE AGREED on the following Contractual Clauses (the Clauses) in order to meet the requirements of the Data Protection Act 2018 (DPA 2018) and UK General Data Protection Regulation (UK GDPR) to ensure the protection of the rights of the data subject.</p> <p>Each organisation referred to in this document is a 'Party'; together 'Parties'.</p>		
<p>2.0</p>	<p>Introduction</p> <p>The Contract relates to the provision of Services by Northern Ireland Councils' Environmental Health Departments (EHDs) to the Drinking Water Inspectorate (DWI) for Northern Ireland as outlined in the Service Level Agreement (SLA) between the Parties.</p> <p>The Clauses set out the rights and obligations of the Data Controller and the Data Processor, when processing data, including personal data³ on behalf of the Data Controller.</p> <p>For the purpose of this agreement, the DWI is the Data Controller and EHDs are the Data Processors.</p> <p>The Clauses have been designed to ensure the Parties' compliance with Part 3 of the DPA 2018. The terms Controller and Processor are defined in Section 32 of the DPA 2018.</p> <p>The Data Controller determines the purposes and means of the processing of data, including personal data. The Data Processor will process data, including personal data on behalf of the Data Controller in accordance with the Clauses. The Clauses shall take priority over any similar provisions contained in other agreements between the Parties. The Clauses shall be retained in writing, including electronically, by both Parties.</p> <p>The Clauses shall not exempt the Data Processor from obligations to which the Data Processor is subject pursuant to the UK General Data Protection Regulation (the UK GDPR) or other legislation.</p>		
<p>3.0</p>	<p>Purpose</p> <p>The primary purpose for processing the information referred to in the Clauses is for law enforcement⁴ purposes as defined in Section 31 of the DPA 2018.</p> <p>The DWI has a legal vires to collect this information as the regulatory authority for:</p>		

³ 'personal data' means any information relating to an identified or identifiable living individual ('data subject'); an identifiable living individual means a living individual who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual; **data subject** means 'the identified or identifiable living individual to whom personal data relates.' (S3(5) DPA 2018)

⁴ The prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, including the safeguarding against the prevention of threats to public security.'

	<ul style="list-style-type: none"> • The Water and Sewerage Service (NI) Order 2006; • The Private Water Supplies Regulations (NI) 2017; • The Water Supply (Water Quality) Regulations (NI) 2017; and, • The Water Supply (Domestic Distribution Systems) Regulations (NI) 2010. <p>The information that is processed by the EHDs on behalf of DWI will be used to assess compliance with the legislation.</p> <p>DWI also has a duty under the legislation to provide advice and guidance to owners and users of individual private water supplies that are exempt from the monitoring requirements. This may require EHDs to share personal information to enable DWI to fulfil this duty.</p> <p>EHDs may hold similar information for the purposes of law enforcement under other statutory obligations (eg food safety legislation). This is outside the scope of these Clauses, however where the information processed by EHDs on behalf of DWI is not independently collected by councils and has the potential to impact on public health under other statutory obligations for which the council has a regulatory duty, that information will be shared in the interests of public health protection.</p>
4.0	<p>Legal purpose for Data Processing / Sharing</p> <p>As the competent authority for the enforcement of drinking water legislation, DWI is required to take appropriate enforcement action to ensure the water supplied by a 'relevant person'⁵ in relation to a private water supply (PWS) meets the requirements of the regulations and is safe.</p> <p>Personal information is therefore required to identify a 'relevant person'. As it can be difficult to determine the category of a private water supply owner or user, (e.g. some may be sole-traders, limited companies, public bodies and some are private householders), all information will be treated as though it is personal data.</p> <p>Information to be processed / shared will include details of owners and users of a PWS and information concerning compliance with drinking water quality regulations.</p> <p>The processed / shared information enables DWI to maintain a record of PWS sites and manage the risk assessment and monitoring programme for these supplies as required under the regulations.</p> <p>The information to be processed / shared is that which is detailed on the PWS Registration Form as detailed in Clause 6.0.</p> <p>Not sharing this data could result in an unsafe PWS being used for drinking water and other domestic uses, posing a risk to public health and a breach of the drinking water legislation.</p>

⁵ "relevant person" means – (a) the owner or occupier (who may be the same or different persons) of premises which are supplied with water for domestic or food production purposes by means of a private supply; (b) the owner or occupier (who may be the same or different persons) of land on which any part of the supply is situated; (c) any other person who exercises powers of management or control in relation to that supply. (Private Water Supplies Regulations (NI) 2017)

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5.0	<p>Organisations Involved</p> <p>The Parties to the Agreement are outlined in Clause 1.0</p> <p>EHDs will process information on behalf of, and share information with DWI and DWI will share information with EHDs.</p>
6.0	<p>Data to be Processed / Shared</p> <p>Information processed⁶ / shared in respect of and as a requirement of the SLA between DWI and EHDs is as follows:</p> <ul style="list-style-type: none"> • Contact details (including name, full address details, and telephone numbers) of PWS owners and users (or other relevant persons) for sites, of which DWI is the regulatory authority; • Location and description of the supply, including the grid reference of the PWS source; • Nature of the premises, volume used, number of persons served, purpose of the supply at the site; • Schematic layout of the supply source, treatment and distribution;. • Monitoring schedule and test results; • Risk assessment information; • Letters and general correspondence on the data subject; • All relevant information required by DWI to carry out its role as the regulatory authority; • All relevant information required by DWI for audit purposes; and, • Investigation reports and information generated relating to potential and ongoing enforcement. <p>The information is gathered from the relevant person(s) responsible for the PWS by EHDs on behalf of DWI, or it may be gathered directly by DWI and shared with EHDs.</p> <p>Information may be shared or transferred between the Parties to this agreement: on an ongoing basis; as sites are identified and require to be registered; as monitoring is required according to the annual schedule; communications are issued in relation to monitoring results; risk assessments are completed; during completion of the annual review; when advice is provided to sites etc.</p> <p>The Regulations require monitoring information to be retained for at least 30 years, however there is no such requirement to retain personal information for this period of time. Personal information will be removed from the site record where a site ceases to operate or where it is no longer relevant to the regulatory duty that DWI has in relation to the site, eg historical information of a relevant person after 10 years.</p>

⁶ 'Processing' means any operation or set of operations which is performed on information, or on sets of information, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

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7.0	<p>Duty of Confidence</p> <p>EHDs shall only grant access to the personal data being processed on behalf of DWI to persons under the Data Processor's authority or are under an appropriate statutory obligation of confidentiality, and only on for the purposes of law enforcement or provision of advice and guidance under drinking water legislation. The list of persons to whom access has been granted shall be kept under periodic review, and the Data Controller can withdraw such access to personal data if access is no longer necessary. Where access is withdrawn, personal data shall consequently not be accessible anymore to those persons.</p>
8.0	<p>Information use</p> <p>EHDs will process the information on behalf of DWI. DWI will primarily only use the information for the purposes for which it is collected as detailed in Clause 3.0.</p> <p>DWI may also use this information for other legitimate purposes in line with the Freedom of Information Act 2000 and The Environmental Information Regulations 2004 where such disclosure is in the public interest and in compliance with DAERA Privacy Statement referred to in Clause 4.0.</p> <p>No information collected on behalf of DWI should be released to a third party without the express written authority of DWI. EHDs will inform DWI of any information requests it receives relating to DWI data, and will refer that request to DWI for a response where that data is not publically available in accordance with Clause 11.0.</p>
9.0	<p>Responsibilities of Each Party</p> <p>9.1 The Rights and Obligations of DWI (the Data Controller):</p> <p>DWI is responsible for ensuring that the processing of personal data takes place in compliance with the UK GDPR and DPA 2018.</p> <p>DWI has the right and obligation to make decisions about the purposes and means of the processing of personal data.</p> <p>DWI shall be responsible, among others, for ensuring that the processing of personal data, which the Data Processor is instructed to perform, has a legal basis.</p> <p>9.2 The Rights and Obligations of the EHDs (Data Processor):</p> <p>The EHDs shall only process data on documented instructions from DWI. Subsequently instructions can also be given by the Data Controller throughout the duration of the processing of personal data, but such instructions shall always be documented and kept in writing, including electronically, in connection with the Clauses.</p> <p>The EHDs shall immediately inform DWI if instructions given by the Data Controller, in the opinion of the EHDs, contravene the UK GDPR or DPA 2018.</p> <p>The EHDs shall assist DWI by appropriate technical and organisation measures, insofar as this is possible, in the fulfilment of the DWI's obligations to:</p>

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- Keep personal data secure;
- Notify personal data breaches to the supervisory authority;
- Notify personal data breaches to the data subjects;
- Carry out data protection impact assessments (DPIAs) when required;
- Consult the supervisory authority where a DPIA indicates there is a high risk that cannot be mitigated; and
- Respond to subject access requests for exercising the data subject's rights laid down in Chapter III UK GDPR.

This requires that the EHDs shall, insofar as this is possible, assist DWI in the DWI's compliance with:

- The right to be informed when collecting personal data from the data subject;
- The right to be informed when personal data has not been obtained from the data subject;
- The right of access by the data subject;
- The right to rectification;
- The right to erasure (the right to be forgotten);
- The right to restriction of processing;
- Notification obligation regarding rectification or erasure of personal data or restriction of processing;
- The right to data portability;
- The right to object; and
- The right not to be subject to a decision based solely on automated processing, including profiling

In addition to the EHD's obligation to assist DWI, the EHD shall furthermore, taking into account the nature of the processing and the information available to the EHD, assist the DWI in ensuring compliance with:

- The Data Controller's obligations to notify the Competent Supervisory Authority in the event of a data breach as detailed in **Clause 14.0**;
- The Data Controller's obligation to without undue delay communicate the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons;
- The Data Controller's obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a data protection impact assessment); and
- The Data Controller's obligation to consult the competent supervisory authority, the Information Commissioner's Office prior to processing where a data protection impact assessment indicates that the processing would result in a high risk in the absence of measures taken by the Data Controller to mitigate the risk.

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10.0	Use of Sub-processors
<p>The EHDs shall meet the requirements specified in Article 28(2) and (4) UK GDPR in order to engage another processor (a sub-processor).</p> <p>The EHDs shall therefore not engage another processor (sub-processor) for the fulfilment of the Clauses without the prior specific written authorisation of the DWI.</p> <p>The EHDs shall engage sub-processors solely with the specific prior authorisation of the DWI. The EHDs shall submit the request for specific authorisation at least 28 working days prior to the engagement of the concerned sub-processor. There are currently no sub-processors approved by DWI for use by EHDs.</p> <p>Where the EHDs engages a sub-processor for carrying out specific processing activities on behalf of the DWI, the same data protection obligations as set out in the Clauses shall be imposed on that sub-processor by way of a contract or other legal act under domestic law, in particular providing sufficient guarantees to implement appropriate technical and organisation measures in such a manner that the processing will meet the requirements of the Clauses and UK GDPR.</p> <p>The EHDs shall therefore be responsible for requiring that the sub-processor at least complies with the obligations to which the EHDs is subject pursuant to the Clauses and the UK GDPR.</p> <p>A copy of such a sub-processor agreement and subsequent amendments shall, at the DWI's request, be submitted to the DWI, thereby giving the DWI the opportunity to ensure the same data protection obligations as set out in the Clauses are imposed on the Sub-processor. Clauses on the business related issues that do not affect the legal protection content of the Sub-processor agreement, shall not require submission to the DWI.</p> <p>The EHDs shall agree a third-party beneficiary clause with the Sub-processor where, in the event of bankruptcy of the Data Processor, the DWI shall be a third party beneficiary to the Sub-processor agreement and shall have the right to enforce the agreement against the Sub-processor to delete or return the personal data.</p> <p>If the Sub-processor does not fulfil their data protection obligations, the EHDs shall remain fully liable to the DWI as regards the fulfilment of the obligations of the Sub-processor. This does not affect the rights of data subjects under the UK GDPR, in particular those unforeseen in Articles 79 and 82 GDPR, against the DWI and the EHDs, including the Sub-processor.</p>	
11.0	Requests for information
<p>DWI will retain responsibility for handling requests for information under DPA 2018, FOI, and EIR where the requested information is not publicly available. DWI will apply all necessary checks prior to the release of information to identify exemptions, including the Public Interest test.</p> <p>Where a request for information is submitted to EHDs, and that information is publicly available or published by DWI, the EHDs shall provide that information or links to where it can be found directly to the requestor and inform DWI accordingly.</p>	

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	<p>It is the responsibility of the Data Processors to assist the Data Controller with responding to Subject Access Requests using appropriate technical and organisational measures.</p>
<p>12.0</p> <p>12.1</p> <p>12.2</p>	<p>Security of Processing</p> <p>How will data be shared?</p> <p>Information will be transferred / shared on both a routine and ad hoc basis.</p> <p>As Data Processor, EHDs will process information as instructed by DWI.</p> <p>Data will be transferred in a format compatible with DWI information technology systems. This includes transfer electronically via the Risk Assessment Web Application (each user has a unique password), via email across the secure government network and occasionally in paper format via post or hand delivered (i.e. at meetings), in all cases an acknowledgement of receipt will be provided.</p> <p>Where necessary, information will be protectively marked in line with <u>Government Security Classifications</u> (Official, Secret, and Top Secret).</p> <p>DWI and EHDs shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk as outlined in Article 32 of UK GDPR. DWI shall evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. Depending on their relevance, the measures may include the following:</p> <ul style="list-style-type: none"> • Pseudonymisation and encryption of personal data; • The ability to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services; • The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; • A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. <p>DWI shall also evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. To this effect, the DWI shall provide the EHDs with all information necessary to identify and evaluate such risks.</p> <p>DWI and EHDs shall ensure that:</p> <ul style="list-style-type: none"> • Unauthorised staff and other individuals are prevented from gaining access to personal data; • Visitors are received and supervised at all times in areas where personal data is stored; • All computer systems that contain personal data be password-protected (the level of security should depend on the type of data held, but ensure that only those who need to use the data have access); • Appropriate training is provided for the staff who access the information; • Workstations / PCs are not left signed on when not in use; • All disks, tapes or printouts are locked securely away when not in use;

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	<ul style="list-style-type: none"> • All new software is virus-checked prior to loading onto a Council machine; • No personal data is transmitted by open email; • Paper files are stored in secure locations and only accessed by those who need to use them; • Personal data is not disclosed to anyone other than the Data Subject unless you have the Data Subject's consent, or it is a registered disclosure, required by law, or permitted by a Data Protection Legislation exemption; • No information is left on public display in any form; sensitive material is locked away safely at the end of each day; • No information is exploited for commercial purposes; and • Crown Copyright and any intellectual property rights are invested in the information provided. <p>12.3 DAERA Privacy Statement</p> <p>DWI takes data protection, freedom of information and environmental information issues seriously. It takes care to ensure that any personal information supplied to it is dealt with in a way which complies with the requirements of the DPA 2018. This means that any personal information supplied will be processed principally for the purpose for which it has been provided.</p> <p>DWI and EHDs have a statutory duty to process personal data in compliance with this Act.</p> <p>The Department however, is also under a duty to protect the public funds it administers, and to this end may use the information provided by EHDs for this purpose. It may also share this information with other bodies responsible for the audit or administration of public funds, in order to prevent and detect fraud.</p> <p>In addition, the Department may also use it for other legitimate purposes as outlined in the <u>DAERA Privacy Statement</u>.</p> <p>A Data Protection Impact Assessment (DPIA) screening assessment has been completed and determined a full DPIA is not required for this Contract.</p>
13.0	<p>Retention and Disposal</p> <p>The Private Water Supplies Regulations (NI) 2017 require that records for sampling and analysis be retained for 30 years, and all other information in relation to the site be retained for 10 years according to information retention procedures.</p> <p>Records are retained according to DAERA's record retention schedule which is reviewed annually. Data relating to subjects should only be retained by the EHDs whilst the site is in operation and requires active data processing. When the site is removed from the requirements of the Regulations and the Order (no longer using a private water supply), the EHD will be advised in writing by the DWI and Clause 15 will be enacted.</p> <p>Information processed on behalf of DWI by EHDs in relation to other regulations shall be dealt with in a similar manner and disposed of after 10 years.</p>
14.0	<p>Notification of a Personal Data Breach</p>

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	<p>In case of any personal data breach, the EHDs shall, without undue delay after having become aware of it, notify DWI of the personal data breach.</p> <p>The EHD's notification to DWI shall, take place without undue delay and in any case within 24 hours after the EHDs has become aware of the personal data breach to enable the DWI to comply with the Data Controller's obligation to notify the personal data breach to the Competent Supervisory Authority, within 72 hours as required by Article 33 of UK GDPR.</p> <p>In accordance with Clause 9.2, the EHDs shall assist the DWI in notifying the personal data breach to the Competent Supervisory Authority, meaning that the EHD is required to assist in obtaining the information listed below which, pursuant to Article 33(3) UK GDPR, shall be stated in the DWI's notification to the Competent Supervisory Authority:</p> <ul style="list-style-type: none"> • The nature of the Personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; • The name and contact details of the Data Protection Officer or other contact where further information may be obtained; • The likely consequences of the personal data breach; • The measures taken or proposed to be taken by the DWI to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects. <p>The EHDs must be fully engaged in the resolution of an incident by assisting in the investigation being carried out by DWI.</p> <p>DWI will report any data breaches immediately, according to the DWI Information Loss Handling Plan.</p>
15.0	<p>Audit and Inspection</p> <p>The EHDs shall make available to DWI all information necessary to demonstrate compliance with the obligations laid down in Article 28 and the Clauses and allow for and contribute to audits, including inspections, conducted by DWI or another auditor mandated by DWI.</p> <p>Procedures applicable to the DWI's audits, including inspections, of the Data Processor and Sub-processors are specified in Annex 1 of the SLA.</p> <p>The Data Processor shall be required to provide the supervisory authorities, which pursuant to applicable legislation have access to the DWI's and EHD's facilities, or representatives acting on behalf of such supervisory authorities, with access to the Data Processor's physical facilities on presentation of appropriate identification.</p>
16.0	<p>Commencement and Termination of Data Processing Agreement</p> <p>This agreement will be reviewed every two years in line with the review of the SLA and can only be amended with agreement of both Parties. The Clauses shall become effective on the date of both Parties signature.</p> <p>Both Parties shall be entitled to require the Clauses to be renegotiated if changes to the law or inexpediency of the Clauses should give rise to such renegotiation.</p> <p>The Clauses shall apply for the duration of the provision of data processing services. For the duration of the provision of personal data processing services, the Clauses cannot be</p>

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	<p>terminated unless other Clauses governing the provision of the personal data processing services have been agreed between the Parties.</p> <p>If the provision of data services is terminated, and the personal data is deleted or returned to the DWI pursuant to Clause 17.0 (erasure and return of data), the Clauses may be terminated by written notice by either party.</p>
<p>17.0</p>	<p>Erasure and Return of Data</p> <p>On termination of the provision of data processing services, the EHDs shall be under obligation to delete all personal data processed on behalf of DWI and certify to DWI that is has been done in a secure manner and in accordance with the security requirements of Article 32 of the UK GDPR.</p>
<p>18.0</p>	<p>Indemnity</p> <p>In the event of a breach of this agreement which results in a financial penalty, claim or proceedings, the Parties agree to co-operate to identify and apportion responsibility for the breach and the defaulting party will accept responsibility for any such claim.</p>
<p>19.0</p>	<p>Signatures</p> <p>I have read, understood and agree to abide by the terms and conditions of this agreement. All information received will only be used for the purpose defined and listed in the agreement.</p> <p>Signed on behalf of Drinking Water Inspectorate (Data Controller)</p> <p>-----</p> <p>Name (block capitals): CATRIONA DAVIS</p> <p>Date:</p> <p>Signed on behalf of Local Council Environmental Health Department (Data Processor)</p> <p>-----</p> <p>Name (block capitals):</p> <p>Date:</p>

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Notification of Data Breach by Data Processor to Data Controller

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The Processor shall notify the Controller without undue delay after becoming aware of **any** data breach. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

Date & Time of Notification	
Name & Contact of Person Making Notification	
Extent Nature and cause of the data / information loss	
Describe the nature of the data breach including where possible: <ul style="list-style-type: none"> the categories and approximate number of data subjects concerned the categories and approximate number of personal data records concerned 	
Contact Details	
Name and contact details of the data protection officer or other contact point where more information can be obtained	
Cause	
Detail the cause of the data loss: <ul style="list-style-type: none"> What happened Human error IT system failure Fraud Theft 	
Containment and Recovery	
Has it been stopped? Has the data been recovered? Damage limitation?	
Consequences	
Detail the likely consequences of the data breach; <ul style="list-style-type: none"> Did it include personal data? Did it include sensitive personal data? 	
Data Subjects	
Who is affected? Have they been informed?	
Actions taken	
Measures taken / proposed by the Processor to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects	

Report to:	Active and Healthy Communities
Date of Meeting:	24 January 2022
Subject:	Service Level Agreement for Home Safety Services
Reporting Officer (Including Job Title):	Eoin Devlin (Assistant Director Health and Wellbeing)
Contact Officer (Including Job Title):	James Campbell (Head of Environmental Health -Residential)

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

For decision	<input checked="" type="checkbox"/>	For noting only	<input type="checkbox"/>
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1.0	Purpose and Background
	<p>That Committee consider and give approval</p> <ol style="list-style-type: none"> 1. for the Chief Executive to sign the attached SLA 2. For our annual contribution to the NI Home Safety Database scheme
2.0	Key issues
	<p>This service level agreement is in relation to the provision and operation of a Home Safety Check Scheme targeting those most at risk of home accidents within our district. Home Safety Services in the legacy Down area have been carried out by Ards and North Down Borough Council since April 2015 on our behalf.</p> <p>The Home Safety Check Scheme targets those most at risk of home accidents by; the assessment and provision of suitable equipment known to reduce the risk of home accidents; the co-ordination and management of the scheme including linking to other service providers and support networks; awareness raising and promotional activities; and collection of data and production of relevant reports. The service is funded in partnership between the PHA (South Eastern region), Ards and North Down Borough Council, Lisburn and Castlereagh City Council (with PHA Belfast funding for the relevant Castlereagh areas) and the original Down District Council area of Newry, Mourne and Down District Council.</p> <p>Changes to the service or the SLA can be made at any time by agreement of the Councils and PHA.</p> <p>The SLA will be reviewed annually to assess if the services are to be continued at which time the dates above can be reviewed.</p> <p>All relevant staff will be employed by Ards and North Down Borough Council (the employer council) on a permanent/seconded/fixed term contract basis.</p> <p>A part-time Home Safety Officer will be based in the Downpatrick office</p> <p>The Council contribution to the service will be £15k per annum to account for the fact that the area only covers the original Down District Council area. Ards and North Down Borough Council contributes £30k; Lisburn and Castlereagh City Council contributes £30k.</p> <p>Newry Mourne and Down District Council also contribute £1350 annually to the NI Home Safety Database scheme which pays for the maintenance of the database used to gather all home safety data for the Councils.</p>

	<p>All salaries and add-on costs for staff including Essential User Lump sum allowance and mileage will be paid by Ards and North Down Borough Council from the budget to Newry Mourne and Down District Council.</p> <p>If either party wishes to terminate the SLA this will normally require six months' notice unless earlier termination is agreed by all parties.</p>
3.0	Recommendations
3.1	That the Committee approve the signing of the attached Service Level Agreement and gives approval for our annual contribution for maintenance of the Home Safety Database scheme.
4.0	Resource implications
4.1	£1350 within existing estimates
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p>

	Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/> <i>Rationale:</i>
6.0	Due regard to Rural Needs (please tick all that apply)
6.1	Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please complete the following: Rural Needs Impact Assessment completed <input type="checkbox"/>
7.0	Appendices Service Level Agreement for Home Safety
8.0	Background Documents
	None

[Service Level Agreement for Home Safety](#)

In relation to the provision of Home Safety Check Scheme, Co-ordination & Promotion, Data Collection and support to Home Accident Prevention (HAP) groups across Ards and North Down Borough Council, Lisburn and Castlereagh City Council and the Down area of Newry, Mourne and Down District Council.

Service provided by Ards and North Down Borough Council.

Effective from 1 April 2015

Version 4

08 December 2021

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Service Summary.

This service level agreement is in relation to the provision of the function of Home Safety with regard to the operation of a Home Safety Check Scheme targeting those most at risk of home accidents; the assessment and provision of suitable equipment known to reduce the risk of home accidents; the co-ordination and management of the scheme including linking to other service providers and support networks; associated awareness raising and promotional activities; collection of data and production of relevant reports; provision and management of such staff as may be required to deliver the function on behalf of the relevant councils; and support to the existing Home Accident Prevention (HAP) groups.

The service is funded in partnership between the PHA (South Eastern region) and Ards and North Down Borough Council, Lisburn and Castlereagh City Council (with PHA Belfast funding for the relevant Castlereagh areas) and the original Down District Council area of the new Newry, Mourne and Down District Council, thereafter referred to as the "designated council areas".

The service consists of the following, and is largely determined by the requirements of the Public Health Agency (PHA) Service Level Agreement, which is a separate document:-

- Employ a Home Safety Co-ordinator (HSC) to manage the Home Safety Check Scheme, including Home Safety Officers and equipment, to ensure compliance with good practice standards; meeting agreed PHA targets; monitoring and reviewing service delivery, and raising deviations with the Environmental Health Manager (Health & Wellbeing) in a timely fashion to enable appropriate corrective action to be implemented if required.
- Employ on an annual basis Home Safety Officers (HSOs), currently four (2.5 FTE) in line with available funding, to undertake the Home Safety Checks across the designated council areas, and assist the HSC with awareness raising/promotional activities.
- Recruit and train additional temporary Home Safety Officers as may be required to deliver additional targets as a result of increased funding (eg MARA project, Enhancements from Older People or Children's funding streams, etc).
- Deliver a Home Safety Check Scheme across the designated council areas with priority given to homes with children under 5 yrs, older people over 65 yrs and other vulnerable groups known to be at greatest risk of a home accident, to meet targets agreed with PHA.
- Make onward referrals to Northern Ireland Fire and Rescue Service (NIFRS), GP, Occupational Therapy, Health Professional, Councils, Age NI, PSNI, Affordable Warmth, etc to meet PHA targets.

- Provide home safety equipment known to reduce the risk of accidents in the home, based on a needs assessment in the homes visited.
- Participate in the Northern Ireland Home Safety Check Scheme Database to provide statistical record of work undertaken, highlighting areas of greatest concern and redirecting resources as appropriate to try to reduce the number of accidental injuries/deaths caused by this area.
- Liaise with Health Professionals, Community Groups and other relevant organisations/individuals to raise awareness of the Home Safety Check Scheme and generate referrals of relevant persons.
- Redirect resources as required to reduce waiting lists in a timely manner across the designated council areas.
- Negotiate and claim funding from PHA, DARD and other bodies to secure funding for a core Home Safety Service and actively seeking enhancements, underspends and other opportunities to extend and enhance the service.
- Provide support to local Home Accident Prevention (HAP) groups through the HSC undertaking chair/secretary/lead roles as required to stimulate and enhance the work of HAP through securing funding, developing annual action plans, organising campaigns and sharing information; and ensuring that the work of the HAP groups is consistent, effective and efficient across the designated council areas.
- Provide reports to PHA, Heads of Service, and Elected Members as required to report on the work undertaken and increase awareness of the evidence base for undertaking home accident prevention activities.
- Undertake such activities and interventions to increase awareness of the key home accident prevention messages, encouraging environmental and behavioural changes to reduce the risk of accidental injuries in the home.
- Provide Systems Administrator support to the Northern Ireland Home Safety Database; actively seeking funding to maintain the database; provide technical support and reports to home safety check schemes across Northern Ireland; and provide detailed reports for the designated council areas for the purposes of PHA SLAs, Council reports, media campaigns, etc.
- Represent the designated council areas on the Northern Ireland Home Accident Prevention Strategy Subgroups to ensure that a consistent, efficient and effective approach to home safety is undertaken across Northern Ireland, sharing good practice, and information which will enhance and improve service delivery. Please note, this does not exclude the designated councils from sending representatives to Groups as and when required.
- Participate in relevant training as required.
- Abide by all health and safety conditions applied to the work by Ards and North Down Borough Council, Lisburn and Castlereagh City Council and

Newry, Mourne and Down District Council when working in the relevant designated council areas.

Duration of the SLA.

- It is proposed that the SLA will run from 01/04/2015
- Changes to the service or the SLA can be made at any time by agreement of the Councils and PHA.
- The SLA will be reviewed annually to assess if the services are to be continued at which time the dates above can be reviewed.
- This SLA will remain valid until superseded by a revised and agreed SLA between both Councils.
- If either party wishes to terminate the SLA this will normally require **Six Months' Notice** unless earlier termination is agreed by all parties.

Management of the SLA.

The following is an outline of how the service is to be controlled and managed.

Service Provider: - Ards and North Borough Council

Represented By: - Marcus G. Potts Head of Environmental Health Protection and Development 0300 013 3333 ext 40231

Officer managing the service: - Jennifer Parkinson Environmental Health Manager (Health and Wellbeing) 0300 013 3333 ext 40221 mobile 079 5654 2513

Customer: - Lisburn and Castlereagh City Council

Represented By: - Richard Harvey Head of Environmental Health.

Customer: - Newry, Mourne and Down Borough Council

Represented By: - Eoin Devlin Assistant Director/Head of Environmental Health.

- Service will be provided on a 2:2:1 ratio to Ards and North Down Borough Council : Lisburn and Castlereagh City Council : and Newry, Mourne and Down District Council to account for the fact that the area only covers the original Down District Council area.
- All relevant staff will be employed by Ards and North Down Borough Council (the employer council) on a permanent/seconded/fixed term contract basis as determined under TUPE in order to maintain continuity of service delivery. Any future liabilities arising from the employment of staff shall be shared on a 2:2:1 ration as determined above.
- Staff will be subject to the terms and conditions of the employer council for the duration of their contract, including working hours, holiday entitlements, work patterns, health and safety requirements, etc unless these are less favourable to the employee than their original contracts, in which case TUPE shall apply.
- The employer council shall ensure that all staff are suitably trained and equipped to undertake their duties.
- The service will be delivered in the first instance to meet the priorities and targets determined jointly with the PHA South Eastern region, and thereafter dependant on local need.
- A part-time Home Safety Officer will be based in the Downpatrick office and a FTE Home Safety Officer will be placed in each of the other two council offices. The host councils shall provide this office accommodation without charge to the employer council as there is currently no external funding available to meet these costs.
- While based in the host council, the Officer shall report to a designated manager based in the same location, clock in and out using the host council's time accounting system, if determined by the host council, and shall adhere to the same protocols as the host council.
- Any concerns regarding the conduct/performance of an Officer may be raised informally by the designated manager in the first instance and then escalated to the line manager as required. In the case of a Home Safety Officer, this shall be to the Home Safety Co-ordinator; and in the case of the Home Safety Co-ordinator, this shall be to the Environmental Health Manager (Health & Wellbeing). Any HR issues that arise will be dealt with by the relevant designated council e.g. job description/training issues will be dealt with Ards &

North Down and disciplinary matters will be dealt with by the Employer Council.

- In Lisburn and Castlereagh City Council area the designated managers will be Sandra Pinion/Brona Turley and in Newry, Mourne and Down, the designated managers will be James Campbell/Sinead Trainor
- It is the responsibility of the Head of Environmental Health in each of the Councils to notify of any changes to the designated manager.
- Disputes about level of service will be resolved by discussion between the Officer managing the service and the three representatives of Ards and North Borough Council, Lisburn and Castlereagh City Council and Newry, Mourne and Down District Council named above.

Charging and Payment Details.

- The Environmental Health Manager (Health & Wellbeing) Ards and North Down Borough Council, will negotiate the service level agreement and core funding with the PHA on an annual basis to provide the home safety service across the designated council areas.
- The Council contribution to the service will be provided in the same 2:2:1 ratio as service delivery with Ards and North Down Borough Council contributing £30k: Lisburn and Castlereagh City Council contributing £30k: and Newry, Mourne and Down District Council contributing £15k to account for the fact that the area only covers the original Down District Council area.
- Ards and North Down Borough Council will invoice Lisburn and Castlereagh City Council for a total of £30k and similarly Newry, Mourne and Down District Council for a total of £15k annually unless otherwise requested.
- From the PHA funding and Council contributions, (herein after referred to as "the budget") Ards and North Down Borough Council will employ the Home Safety Co-ordinator and sufficient home safety staff (minimum 1.5 FTE) to meet the PHA agreed contract. With agreement, staff may be seconded from client councils for this purpose.
- All salaries and add-on costs for staff including Essential User Lump sum allowance and mileage will be paid by Ards and North Down Borough Council from the budget to the employer council.

Miscellaneous.

All Home Safety Staff will comply with all Ards and North Down Borough Council, Lisburn and Castlereagh City Council and Newry, Mourne and Down Health and Safety requirements as relevant when working in that area and attend training and instruction for the same as required.

Formal Commitment

On behalf of Ards & North Down Borough Council

Signature:

Position:

Name (Print)

Date:

On behalf of Lisburn & Castlereagh City Council

Signature:

Position:

Name (Print)

Date:

On behalf of Newry, Mourne & Down District Council

Signature:

Position:

Name (Print)

Date:

Report to:	Active and Healthy Communities
Date of Meeting:	24 January 2022
Subject:	Notice to Quit Consultation (Department for Communities)
Reporting Officer (Including Job Title):	Eoin Devlin (Assistant Director Health and Wellbeing)
Contact Officer (Including Job Title):	James Campbell (Head of Environmental Health -Residential)

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

For decision	<input checked="" type="checkbox"/>	For noting only	<input type="checkbox"/>
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1.0	Purpose and Background
	That Committee consider and agree to submit the attached consultation response
2.0	Key issues
	<p>This public consultation document follows on from the second stage in the Department for Communities review of the role and regulation of the private rented sector. The aim of the paper is to seek a comprehensive range of views and opinions which the Department can use to inform its policy position on the extension to Notice to Quit periods, and any possible exemptions to these.</p> <p>Background</p> <p>The period of notice required by landlords and tenants to validly end a private tenancy is set out in Article 14 of the Private Tenancies (Northern Ireland) Order 2006. The notice was originally four weeks, but from 30 June 2011 was amended for tenancies longer than five years' duration as set out below.</p> <ul style="list-style-type: none"> • 4 weeks' notice, for tenancies up to 5 years' duration; • 8 weeks' notice, for tenancies longer than 5 years and up to 10 years' duration; • 12 weeks' notice, for tenancies longer than 10 years' duration. <p>The required notice period has been temporarily extended to 12 weeks for all tenancies until 4 May 2022.</p> <p>The Private Tenancies Bill which is currently making its way through the NI Assembly contains a clause to increase the Notice to Quit period that a landlord is required to give a tenant to 8 weeks for tenancies lasting more than 12 months up to 10 years. It also amends the Notice to Quit that a tenant has to give to 4 weeks if the tenancy has not been in existence for more than 10 years and 12 weeks if more than 10 years.</p> <p>The Department wants to test if 8 weeks is a sufficient timeframe to allow tenants (resident in their homes for more than a year) to find an affordable, suitable new home and has therefore included a range of alternative Notice to Quit options for Council to consider.</p> <ul style="list-style-type: none"> • that the Notice to Quit a landlord is required to give a tenant should be longer than the notice that a tenant is required to give.

	<ul style="list-style-type: none"> that the longer a tenant has lived in a private tenancy the more disruption a Notice to Quit will cause as they try to secure suitable alternative accommodation, the Department proposes to retain a 4 week Notice to Quit for tenancies of up to a year. The Private Tenancies Bill proposes an 8 week Notice to Quit for Tenancies from 12 months to 10 years in length. But it has been suggested that this still may be inadequate for tenants to find alternative suitable accommodation they can afford. the Notice to Quit specified in legislation should apply across the Private Rented Sector, including to tenancies related to Houses in Multiple Occupation (HMO) properties.
3.0	Recommendations
3.1	That the Committee approve the attached consultation response.
4.0	Resource implications
4.1	None
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened by the Department for Communities <input checked="" type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input checked="" type="checkbox"/></p>

	<p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i> Department for Communities are responsible for this consultation.</p>
6.0	Due regard to Rural Needs (please tick all that apply)
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p>
7.0	Appendices Notice to Quit questionnaire consultation response.
8.0	Background Documents
	https://www.communities-ni.gov.uk/consultations/consultation-notice-quit



Notice to Quit Consultation

December 2021

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Ministerial Foreword

Earlier this year my Department published the response to the consultation on proposals to reform and make the private rented sector safer and a more secure housing option.

Due to the urgent need for improved standards in the sector I decided to introduce legislation to bring about reform in the Private Rented Sector in 2 phases:

- Firstly those proposals that could be advanced in the time frame available would be brought forward in a Bill to be delivered during the current Assembly mandate; and
- Secondly a further phase of work, such as letting agent regulation, grounds for eviction and a review of the fitness standard, to follow as soon as possible in the next mandate.

The Private Tenancies Bill is currently progressing through the Assembly.

The Bill contains a number of proposed improvements including one to extend the Notice to Quit period a landlord must give a tenant. As an initial step, and in line with the original consultation exercise in 2017, I am increasing the Notice to Quit period that a landlord provides to a tenant to 8 weeks. This will come into effect once a tenant has been in a tenancy for more than 12 months and up to 10 years.

The Bill contains a power to further increase the Notice to Quit landlords must give tenants up to 6 months for tenancies longer than a year.

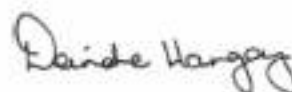
In my view 8 weeks is still an insufficient timeframe to allow tenants to find an affordable, suitable new home and I asked officials to carry out some further research and consultation. The Chartered Institute of Housing (CIH) were asked to carry out research on Notice to Quit periods elsewhere and their research is summarised within this consultation document. A link to the published research Private Rented Tenancies in Northern Ireland and Notice to Quit periods can be found here:

<https://www.cih.org/publications>

This consultation seeks views on a number of options for the Notice to Quit period and will inform the current Bill as it progresses.

I invite you to take this opportunity to respond to the document and help shape the future of the private rented sector.

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Deirdre Hargey
Minister for Communities

SCOPE OF CONSULTATION

Topic of this consultation:	This consultation seeks views on the length of Notice to Quit periods that a landlord or tenant gives to end a tenancy in the private rented sector.
Scope of this consultation:	We are keen to hear the views of all parties with an interest in the proposals so that relevant views and evidence can be taken into account in deciding the way forward.
Geographical scope:	These proposals apply across Northern Ireland.
Impact Assessment:	A summary of evidence to support the proposed changes is included in this consultation document.

BASIC INFORMATION

To:	This is a public consultation about the length of Notice to Quit periods that a landlord or tenant gives to end a tenancy in the private rented sector.
Body/bodies responsible for the consultation:	This consultation is being run by Housing Division in the Department for Communities.
Duration:	The consultation will be open for response from 1 December – 25 January 2022
Enquiries:	<p>For any enquiries about the consultation please email the Department at: prs@communities-ni.gov.uk</p> <p>or write to: Notice to Quit Consultation Department for Communities Private Rented Branch Housing Division Level 3 Causeway Exchange 1-7 Bedford Street Belfast BT2 7EG</p>

How to respond:

You can respond using the following link:
<https://consultations.nidirect.gov.uk/dfc/notice-to-quit/>

If you would prefer not to use Citizen Space, the consultation questions can be accessed in a Microsoft Word document on the consultation website. Responses prepared in this format should be sent to the email or postal address below. **In responding to this consultation please do not submit any sensitive personal data or information.**

You are under no obligation to provide personal details in responding to this consultation.

In line with good practice and sustainable development this document has been published electronically. Responses are accordingly requested, where possible, in electronic format.

You can email your response to the questions in this consultation to: **prs@communities-ni.gov.uk**

Written responses should be sent to:
Notice to Quit Consultation
Department for Communities
Private Rented Branch
Housing Division
Level 3 Causeway Exchange
1-7 Bedford Street
Belfast
BT2 7EG

When you reply it would be very useful if you could confirm whether you are replying as an individual or submitting an official response on behalf of an organisation.

Consultation Response:	We will consider the responses received and, following that, publish a consultation report on the Departmental website, which will outline feedback received and the Department's next steps.
Accessibility:	<p>A range of alternative formats are available upon request from this Department.</p> <p>Please email the Department at: prs@communities-ni.gov.uk</p> <p>or write to: Notice to Quit Consultation Department for Communities Private Rented Branch Housing Division Level 3 Causeway Exchange 1-7 Bedford Street Belfast BT2 7EG</p>

HOW WE CONSULT

Consultation Principles:

This consultation is being conducted in line with the Fresh Start Agreement – (**Appendix F6 - Eight Steps to Good Practice in Public Consultation-Engagement**). These eight steps give clear guidance to departments on conducting consultations.

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/479116/A_Fresh_Start_-_The_Stormont_Agreement_and_Implementation_Plan_-_Final_Version_20_Nov_2015_for_PDF.pdf

Feedback on the consultation process:

We value your feedback on how well we consult. If you have any comments about the consultation process (as opposed to comments about the issues which are the subject of the consultation), including if you feel that the consultation does not adhere to the values expressed in the **Eight Steps to Good Practice in Public Consultation-Engagement** or that the process could be improved, please address them to:

Email: prs@communities-ni.gov.uk

or write to:

Notice to Quit Consultation
 Department for Communities
 Private Rented Branch
 Housing Division
 Level 3 Causeway Exchange
 1-7 Bedford Street
 Belfast
 BT2 7EG

Freedom of Information:

The Department intends to publish a summary of responses on its website on completion of the consultation process.

All information will be handled in accordance with the General Data Protection Regulations (GDPR). Respondents should be aware that the Department's obligations under the Freedom of Information Act 2000 may require that any responses, not subject to specific exemptions under the Act, be disclosed to other parties on request.

For further information about Freedom of Information and GDPR please contact the Information Commissioner's Office at: <https://ico.org.uk/>

After the consultation a summary of responses will be published and placed on the Government website at: <https://www.communities-ni.gov.uk/consultations>

Information provided in response to the consultation document, including personal information, may be subject to publication or release to other parties or to disclosure in accordance with the access to information regimes e.g. Freedom of Information Act 2000 (FOIA) and the Data Protection Act 2018.

When you are responding, if you want information to be treated as confidential, including personal data that you provide, please say so clearly in writing and explain why you need these details to be kept confidential.

If we receive a request for disclosure under the FOIA, we will take full account of your explanation, but due to the law we cannot provide an assurance that confidentiality can be maintained in all circumstances. An automatic confidentiality disclaimer generated by your IT system will not, of itself, be regarded as a confidentiality request.

DfC is the data controller in respect of any personal data that you provide, and DfC's privacy notice, which gives details of your rights in respect of the handling of your personal data, can be found at: <https://www.communities-ni.gov.uk/dfc-privacy-notice>

Introduction / Executive Summary

This public consultation document follows on from the second stage in the Department's review of the role and regulation of the private rented sector. It asks a number of questions on what is considered a reasonable Notice to Quit period.

The aim of the paper is to seek a comprehensive range of views and opinions which the Department can use to inform its policy position on the extension to Notice to Quit periods, and any possible exemptions to these.

1. Part 1 - Summary of Commissioned Research - Notice to Quit in NI

The CIH research began by looking at the Notice to Quit period and experience of landlords and tenants in NI.

Notice to Quit

1.1 The period of notice required by landlords and tenants to validly end a private tenancy is set out in Article 14 of the Private Tenancies (Northern Ireland) Order 2006. The notice was originally four weeks, but from 30 June 2011 was amended for tenancies longer than five years' duration as set out below. This amendment was made by the Housing (Amendment) Act (Northern Ireland) 2011.

- 4 weeks' notice, for tenancies up to 5 years' duration;
- 8 weeks' notice, for tenancies longer than 5 years and up to 10 years' duration;
- 12 weeks' notice, for tenancies longer than 10 years' duration.

The notice must be in writing.

1.2 The required notice period has been temporarily extended to 12 weeks for all tenancies until 4 May 2022, by

The Private Tenancies (Coronavirus Modifications) Regulations (Northern Ireland) 2021. This consultation is not seeking views on any future temporary extension as a result of the Coronavirus pandemic.

1.3 If the notice is given during a periodic tenancy¹, neither party needs to give a reason. The only requirements are that the relevant notice period is observed and that the notice is in writing. After the Notice to Quit period has ended the tenancy, if the tenant remains in the property it is unlawful for the landlord to enforce their right to recover possession except via court proceedings – this is set out under Article 56 of The Rent (Northern Ireland) Order 1978.

1.4 While fixed term tenancies are outside the scope of this consultation it is useful to point out if the notice is given during a fixed-term tenancy, there are contractual and legal implications. For example, if the tenant wants to end the tenancy before the end of the term the deposit would typically be lost and the tenant continues to be liable for rent for the remainder of the term, unless the landlord agrees to accept the surrender of the tenancy. If the landlord wishes to terminate the lease, they can only do

¹ If a tenant stays on in a property with agreement from the landlord once the initial term of a tenancy agreement ends the tenancy becomes periodic and runs week to week or month to month

so in accordance with a term in the agreement which expressly states that they can retake possession (a right to re-enter/forfeiture). By Article 55 of The Rent (Northern Ireland) Order 1978 the landlord can only enforce this right through a court order which is usually only granted if the landlord serves notice, can show the term has been broken, and the court agrees it is just and equitable to end the tenancy. Most agreements contain standard clauses whereby the tenant forfeits the lease for rent arrears, property damage or anti-social behaviour. But if these are absent (usually because there is no written agreement) the tenant can remain in possession until the end of the term. In all cases if Notice to Quit has not been properly served by the landlord, the judge will likely dismiss a possession case. A Notice to Quit is only required to terminate a periodic tenancy and not to end a fixed-term tenancy (which automatically ends once the end date is reached), but it is accepted good practice that the landlord should notify the tenant at least 28 days before the term ends that they do not intend to renew the tenancy.

Estimates of tenants and landlords experience of Notice to Quit

1.5 In general, the PRS is one of the less well researched parts of Northern Ireland's housing system. It can be

difficult obtaining sufficient response rates to surveys forming part of PRS research. The House Condition Survey has been one reliable source of information on the PRS; most recently the 2016 survey was used to identify private tenants to participate in PRS research that year, which covered their experiences of living in the sector (see link below to published tenant survey). This included questions on reasons for leaving their previous accommodation, as well as the length of time in their current and previous homes.

<https://www.nihe.gov.uk/Documents/Research/Private-tenants-survey/private-tenants-survey-2016.aspx>

Recent research also includes the survey of private landlords in 2019, published in October 2020 (see link below to published landlord survey).

1.6 18 percent of respondents said in the past five years that they had evicted, not renewed or ended the tenancies of tenant/s who paid all of their rent themselves or who received housing benefit; the most common reason was "rent arrears caused by reasons other than welfare changes", followed by "damage caused to the property/ furnishings" and "nuisance caused to other neighbours".

1.7 A further two percent said they had done so in the past two years for tenant/s who received the housing

costs element of universal credit, but the numbers were too small to analyse the reasons.

<https://www.nihe.gov.uk/Documents/Research/Private-Landlords-Survey/survey-of-private-landlords-2019-key-findings-repo.aspx>

1.8 The CIH research suggests that while an incomplete view, the above data supports a view of the PRS as a relatively transient tenure where tenancies largely end due to a variety of tenants' own reasons. Security of tenure issues – such as evictions and non-renewal/cessation of tenancies by landlords – appear to play a small role in the overall reasons behind Notice to Quit, in relative terms.

1.9 In quantitative terms, there were 136,000 private rented households in 2016 according to the House Condition Survey, against the abovementioned 20 percent of landlords and nine percent of tenants surveyed who report security of tenure or landlord initiated reasons for leaving the home. This may amount to a sizeable number of tenants experiencing Notice to Quit at any one time.

1.10 In 2019-20, over 2,300 households presented to the Housing Executive as homeless due to loss of rented accommodation. While this also includes loss of social rented accommodation, there is of course

no requirement for private tenants to approach the Housing Executive for help with rehousing. Therefore, this number captures some private tenants experiencing Notice to Quit, but it will underestimate the total.

1.11 Likewise, data sourced from Housing Rights shows that there were over 3,000 client cases that included a Notice to Quit issue between 2018/19 and 2020/21. The number of these cases rose to an average of 100 per month in 2020/21. The rise is possibly due to clients seeking clarification of the legislative changes brought about due to the pandemic. Over the same three-year period there were an additional 1,200 cases from landlords, featuring a sharp rise in cases during 2020/21.

Finding alternative accommodation within current Notice to Quit periods

1.12 Housing Rights research published in the past year highlights some of the reasons that clients are refused a tenancy or have their options restricted when seeking alternative accommodation. Fundamentally, this can add to the time taken to find new accommodation, especially in markets with supply constraints. Low-income, and younger people are particularly affected. A primary barrier is the need to provide a deposit and rent in advance, which in some cases resulted in clients "losing access to a

PRS property simply because they were not able to access a means to pay the deposit or rent in advance, even when the landlord was willing to let to them”.

- 1.13 Shorter notice periods will impact people’s ability to raise such funds where they have limited means to do so.
- 1.14 Some clients report being refused PRS accommodation due to being in receipt of benefits. Advisors also cite cases where people have reported being refused properties because of their age and because they have pets.
- 1.15 The availability of accommodation that is affordable was also an issue for clients in the research. The local housing allowance ‘shared accommodation rate’ particularly restricts options for younger, single people with low incomes. This all highlights the importance of ensuring that notice periods and the statutory framework offer people tenancy security in the first instance and followed by a reasonable period for which to seek alternative accommodation that is suitable for their circumstances.

Review of the private rented sector

- 1.16 The review of the private rented sector was taken forward in two stages:
- Firstly a discussion paper was published in November 2015 to identify the issues impacting on those living and working in the sector; and
<https://www.communities-ni.gov.uk/consultations/review-role-and-regulation-private-rented-sector>
 - Secondly a consultation document issued in January 2017 containing firm proposals for change
<https://www.communities-ni.gov.uk/consultations/private-rented-sector-northern-ireland-proposals-change>
- 1.18 Both documents included questions relating to Notice to Quit periods with 65 percent of respondents supporting the proposal to extend the Notice to Quit period to two months, while 35 percent were not in favour. Some tenants as well as stakeholder representatives felt that the current 4 week notice was not long enough for tenants to find suitable alternative accommodation, pack up belongings and move to a new property.
- 1.19 The current Private Tenancies Bill amends the Notice to Quit period that a landlord gives a tenant to 8 weeks for tenancies over 12 months and up to 10 years but the Bill also contains

a provision for the Department to change the Notice to Quit period to 6 months or a period less than that.

- 1.20 In the next section we will summarise the CIH research (a link to the published report is provided) to inform this consultation so that respondents can consider the research in determining their views.

2. Part 2 - Summary of Commissioned Research - Notice to Quit in NI Other Jurisdictions

- 2.1 CIH research looked across a range of other jurisdictions and found that approaches vary greatly from one jurisdiction to the next, with levels of security ranging from low to high. The countries that afford greater security do so through options including fixed-term, open-ended and indefinite tenancies; longer notice periods to end a tenancy; and by limiting the circumstances under which a landlord may terminate a tenancy.
- 2.2 The research explains how Notice to Quit periods for ending a PRS tenancy are part of the process by which tenancies can be brought to an end; they sit within legal frameworks offering greater or lesser degrees of security for tenants. Notice periods therefore need to be viewed in the

context of each country's overall legal framework for tenancies and their security in the PRS.

- 2.3 Comparing NI with these other jurisdictions (see Annex: Tabular summary of types of tenancy and termination rules in different countries) and considering Notice to Quit within the context of the legal framework, CIH assess that the level of security currently provided in NI is low.
- 2.4 The research suggests reasons for this are threefold. First, fixed-term tenancies are typically short, normally for an initial period of 12 months, or a default six months if the term is not stipulated in the tenancy agreement. Second, no-grounds termination is allowed for periodic tenancies. Third, the typical length of tenancies falls short of five years as indicated further below, and only four weeks' notice is required in these cases. The current move to increase the minimum Notice to Quit period a landlord has to give to 8 weeks for tenancies lasting longer than 12 months is acknowledged.
- 2.5 The research concludes that the statutory framework for Notice to Quit and tenancy security is very light and leaves much to the determination of common law largely through freedom of contract, even though balance of power issues arise.

For example, in periodic tenancies, tenants who try to enforce the landlords' repairing obligations under the lease or the law could put themselves at risk that the landlord will respond by serving a Notice to Quit (so called retaliatory eviction).

- 2.6 Details of all the countries that CIH examined can be seen in the table at Annex A. Full case studies on each of the countries (Germany, Australia, Canada, Republic of Ireland, Scotland and England & Wales) are also available in the published report *Private Rented Tenancies in Northern Ireland and Notice to Quit periods*: <https://www.cih.org/publications>

3. Part 3 - Summary of Commissioned Research - New Research

- 3.1 As well as looking across other jurisdictions CIH also carried out some new research on the experiences of Notice to Quit in Northern Ireland and full details including analysis of the results can be found in part 4 of the published report.
- 3.2 A representative online opinion survey was used and this was followed by an online poll hosted by CIH to gather additional/more qualitative data and identify candidates for interview.
- 3.3 The poll was designed to survey people with experience of leaving private rented accommodation and results showed that most tenancies are ended by tenants, the vast majority giving notice and landlord led terminations are small. This corresponds with responses to the prs review that tenancies largely end due to a variety of tenants' own reasons.
- 3.4 The poll also asked questions around duration of stay in private rented accommodation and reasons for leaving private rented accommodation.
- 3.5 Respondents were then offered a series of statements regarding length of notice period to see if they felt it was adequate for them to secure alternative accommodation.
- 3.6 More than three quarters (77%) of respondents said that the notice period was about right to secure suitable alternative accommodation. These people tended to be working (both full time and part time), were living in Belfast, Lisburn & Castlereagh or who owned their house outright whereas those who said that the notice period was too short tended to be people who were:
- Still renting from a private landlord;
 - Unemployed;
 - Living with a disability;

- With caring responsibilities, or
- Living in the Mid and West regions.

Qualitative Research with Landlords and Tenants

3.7 This survey was made available for landlords who have experience issuing a Notice to Quit and for tenants whose most recent home was private rented accommodation and who therefore had experience of a tenancy coming to an end. Two separate surveys were undertaken, one for landlords to complete (104 responses) and another for tenants (25 responses). The underrepresentation of tenants in the survey was balanced by seeking a similar proportion of tenants and landlords for the interviews.

Tenant Survey and Interview Findings

3.8 64 percent of tenants who responded to the survey said that the notice they had to leave their previous home was too short to secure suitable alternative accommodation. Thirty six percent of respondents said that the notice they received to leave their previous home was about right to find alternative accommodation.

3.9 Both the survey results and proceeding qualitative interviews revealed a strong sense from a tenant's perspective that the current Notice to Quit period should be lengthened.

3.10 32 percent of survey respondents considered 'six months or more' to be a reasonable notice period for securing alternative accommodation, while only four percent cited 'less than one month' as being a reasonable timeframe to secure alternative accommodation. Twenty percent of respondents favoured 'two months or more but less than three months' which is roughly the equivalent to the 12-week temporary Notice to Quit period currently in place.

3.11 The qualitative interviews with tenants showed no uniform view as to what the Notice to Quit period should be lengthened to. Whilst some tenants were content to see any reform from the current statutory four week Notice to Quit period, others specifically cited the temporary 12-week Notice to Quit period as a much more appropriate timeframe.

3.12 There was some hesitancy in regard to extending the period longer than the current four weeks without the relevant changes to homeless presentation rules that state you can only be assessed as a 'Full Duty' homeless applicant by the Housing Executive if you are likely to become homeless within the proceeding 28-day period. Thus, the 12-week notice period would be problematic if any persons wanting to present as homeless couldn't do so until the final third of their notice

period. Other concerns included the inability to secure alternative accommodation 12-weeks in advance of vacating the property; the difficulty of securing a new private tenancy due to the competitiveness of the current market; and the financial inability of landlords to hold a new property for that length of time without asking for rent or increasing the deposit.

- 3.13 The vast majority of tenants surveyed cited the difficulty with being able to find alternative rental properties once receiving a notice from the landlord. There was a general agreement that the private market is being out-stripped by housing need. One participant explained that she had placed over 20 applications for rental accommodation and was unsuccessful in securing offers from letting agents or landlords in these instances.
- 3.14 Of tenants surveyed, the most cited reason (24 percent) for receiving a Notice to Quit was the landlord wanting to sell the property. The qualitative interviews revealed that in these instances the tenants had hoped to remain within the property long term.

Landlord survey and interview findings

- 3.15 The overwhelming view of landlords who responded to the survey, and those who were subsequently interviewed, was that the Notice to Quit period should not be lengthened. Of those who responded to the survey, 65 percent ended the tenancy in question less than one year ago and therefore, for those who issued a Notice to Quit would have been impacted by the temporary 12-week Notice to Quit period (in place due to Coronavirus emergency legislation).
- 3.16 40 percent of landlords considered the notice period that was given to be 'too long' (almost three-quarters of landlords who said this had ended the tenancy themselves, by giving notice to the tenant). Forty-eight percent stated that the notice period was 'about right' (in this case there was a mix of tenant- and landlord-led terminations). Only 12 percent of landlords said that the notice period was too short – in almost all these cases the tenant had given notice.
- 3.17 When asked what they considered to be a reasonable notice period to be for ending a tenancy, the majority of landlords (64 percent) roughly opted for the status quo (four weeks), indicating that 'one month or more, but less than two months' was a

reasonable timeframe. Only four percent of landlords consider the current temporary 12-week notice period to be a reasonable timeframe when they selected 'three months or more but less than four months'. The results also show that no landlord who completed the survey felt that the notice period should be four months or longer. Those landlords who were interviewed also felt strongly that the notice period must be the same for both tenants and landlords and that any asymmetrical notice period would be unfavourable with landlords.

- 3.18 All landlords who were interviewed referenced at least one negative experience of renting to tenants. They advised that in those instances had the Notice to Quit period been longer it would have created further problems for them, such as falling into financial difficulties.

4. Part 4 - Summary of Commissioned Research - European Convention on Human Rights

European Convention on Human Rights: protection of property and 'control of use'

- 4.1 The CIH research also examines potential extended Notice to Quit periods may have on the European Convention on Human Rights (ECHR).

- 4.2 It concludes that any change to Notice to Quit periods needs to comply with, in particular the impact on, Protocol 1, Article 1 (Protection of Property) within the European Convention on Human Rights (ECHR). That is:

'Every natural or legal person is entitled to the peaceful enjoyment of his possessions. No one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by law and by the general principles of international law. The preceding provisions shall not, however, in any way impair the right of the State to enforce such laws as it deems necessary to control the use of property in accordance with the general interest or to secure payment of taxes or other contributions or penalties.'

- 4.3 Any change to Notice to Quit periods involves an interference by way of imposition and control on use of property and the Department must ensure that the imposition of that control is justified and proportionate.

Exemptions from longer Notice to Quit periods

- 4.4 The CIH report considers this further. From a legal perspective, interference by the state with the contractual notice period represents 'control of use' under Article 1, Protocol 1 of the European Convention of Human Rights concerning

protection of property. While it seems unlikely that a court would conclude that a statutory notice period of six months or less would violate the Convention, it is likely to take account of the exact conditions before finding that they are incompatible.

- 4.5 The report gives an example of a court case where the court took into account the fact that emergency laws postponing possession allowed for exceptions such as for rent arrears or for other reasons where the landlord urgently required possession.
- 4.6 While exceptions are beneficial in a legal context, fundamentally landlords need to be reassured that they can regain possession of their property within appropriate timescales in the small number of cases where things go wrong.
- 4.7 An example given in the report is in the Republic of Ireland the landlord is only required to give seven days' notice if a tenant's behaviour is seriously anti-social or threatens the fabric of the property. Eight weeks or more is understandably a long time to wait where serious damage to the property is taking place, potentially storing up more problems to address at the end of the tenancy. Such damages can be costly as is the case when tenants stop paying rent and get into serious rent arrears.

- 4.8 In cases of rent arrears, good housing management practice involves early intervention from the landlord to attempt to address the problem; tenants should be given the opportunity to pay the arrears. However, if arrears persist and become serious, a longer Notice to Quit period may not be appropriate. Faced with a case of serious rent arrears, long notice periods may mean landlords receive minimal rent payments or none at all. This stores up the potential for protracted debt recovery action with uncertain results, as well as problems for individual landlords.

The Consultation Proposals

- 4.9 The Private Tenancies Bill, as drafted, will change the Notice to Quit period that a landlord is required to give a Tenant to:
- i. Tenancy less than 12 months – 4 weeks' Notice to Quit;
 - ii. Tenancy more than 12 months but less than 10 years – 8 weeks' Notice to Quit; and
 - iii. Tenancy more than 10 years – 12 weeks' Notice to Quit

-
- 4.10 It will also change the Notice to Quit period that a tenant is required to give a landlord to:
- i. Tenancy less than 10 years – 4 weeks' Notice to Quit; and
 - ii. Tenancy more than 10 years – 12 weeks' Notice to Quit.
- 4.11 Responses to the 2017 consultation document gave evidence from landlords and agents that most tenancies end at the request of the tenant and on occasion without the tenant giving the landlord or agent notice. Some tenants, however, as well as stakeholder representatives wanted the Notice to Quit period of four weeks extended to eight as they felt four weeks was too short a time to find suitable new affordable accommodation.
- 4.12 Minister Hargey has made it clear that she thinks 8 weeks' notice is still too short a time for a tenant to be asked to leave their home, find a suitable new house that they can afford, maybe find a new school and childcare for their children and pack up all their belongings.
- 4.13 The research completed by CIH on behalf of the Department has been provided in this document as a valuable source of information to help inform the consultation.
- 4.14 Respondents will get the opportunity to choose one of 3 options regarding Notice to Quit periods (for tenancies longer than 12 months):
- 8 weeks' Notice to Quit as laid out in the Private Tenancies Bill
 - 12 weeks' Notice to Quit as currently exists due to the emergency legislation
 - 26 weeks' Notice to Quit
- as well as answer some more general questions including whether there is a need for any exemptions to longer Notice to Quit periods.
- 4.15 The CIH research and responses to this consultation will assist in providing more nuanced advice on the proportionality balancing exercise required to further amend the Notice to Quit period.
-

Annex: Tabular Summary of Types of Tenancy and Termination Rules in Different Countries

Country	Types of Tenancy	Grounds for Termination	Notice Period for Termination by Landlords	Termination by Tenants	Tribunal or Other Arrangement	Level of Security
Australia	Short (6-12 months), fixed-term and periodic tenancies	Prescribed grounds at any time. No-grounds termination allowed once fixed term has ended (except in Tasmania and Victoria)	Vary by state. Range from: <ul style="list-style-type: none"> • tenant's breach - 2 weeks' notice • sale of property - 30-60 days • no-grounds - from 42 days to 26 weeks 	End of fixed term - 14-28 days Before the end of a fixed term, only limited circumstances - up to 21 days. In periodic tenancies - up to 28 days depending	Tribunal decides possession cases	Low-medium
Canada	Mostly short (6-12 months), fixed-term and periodic tenancies	Mostly prescribed grounds only; some allow termination at end of fixed term; no-grounds termination allowed in certain provinces	Range from very short (a few days) for failure to pay rent up to 120 days for major repairs, but vary according to province.	Typically two months' notice.	Practice varies, e.g. tribunals (Ontario); appeal to an officer (Newfoundland)	Low-medium
England & Wales	Short (6-12 months), fixed-term and periodic tenancies	No-grounds termination allowed	Two months for no-fault evictions; shorter periods for rent arrears etc. (2-8 weeks, see text)	For weekly or fortnightly periodic, four weeks; for monthly periodic, one month. For fixed-term, only at end of fixed term unless there is a break clause.	Court decides possession cases	Low

Country	Types of Tenancy	Grounds for Termination	Notice Period for Termination by Landlords	Termination by Tenants	Tribunal or Other Arrangement	Level of Security
New Zealand	Short (6–12 months), fixed-term and periodic tenancies	Fixed-term tenancies cannot be ended early except for prescribed reasons. Periodic tenancies can be ended. No-grounds terminations recently prohibited.	Scale of notice periods from immediate after successive notices for arrears, up to 63–90 days for other specified reasons	Fixed-term tenancies cannot generally be ended; periodic tenancies can be ended with 28 days' notice.	Tribunal decides possession cases	Low-medium
Republic of Ireland	Short fixed-term and periodic tenancies	Prescribed 6-year cycle with fewer restrictions on termination in initial six months, then prescribed grounds only	Sliding scale of notice periods from very short (e.g. 7 days for ASB) to much longer periods, depending on length of tenancy (e.g. 112 days after 4 years, 224 days after 8 years)	Tenants can give notice without having a reason, with notice periods varying from 4–16 weeks depending on the length of tenancy.	Cases can be decided by tribunal, but official mediation and adjudication services also exist	High
Scotland	Private residential tenancies, no fixed term	Prescribed grounds only (but there are more than in RoI)	Minimum 28 days (e.g. for ASB); for most prescribed grounds, notice is 12 weeks once the tenancy has lasted at least 6 months (28 days if less than 6 months)	Tenants can give 28 days' notice	Tribunal decides possession cases	Medium
Austria	Three-year minimum, converted to indefinite on renewal.	Limited prescribed grounds only (e.g. at least 3 months arrears)	One month after court decision	Three months, earliest one year after contract	District court decides possession cases	High

Country	Types of Tenancy	Grounds for Termination	Notice Period for Termination by Landlords	Termination by Tenants	Tribunal or Other Arrangement	Level of Security
Belgium	9-year fixed terms, but most are 3-year terms	Termination allowed at end of fixed term with limited other prescribed grounds	9-year tenancy: 6 months; shorter tenancies:	Three months	District court decides possession cases	High
Finland	Mix of fixed-term and open-ended tenancies	Prescribed grounds only; fixed-term contracts are difficult to terminate within the term	Depending on length of tenancy, either 3 or 6 months	One month	Role of courts limited: decisions made by bailiffs	Medium
France	Fixed terms, 1-6 years	Limited, prescribed grounds only	3-6 months	Three months (unfurnished); one month (furnished)	Cases decided by court if mediation tribunal fails to resolve	Medium
Germany	Little use of fixed-term tenancies; tenancies typically open-ended	Limited, prescribed grounds only	Rules are complex but effectively the shortest notice period is almost 3 months in most cases and can be as long as 9 months if tenancy has lasted 8 years or more; for arrears or criminal behaviour periods are shorter	Tenants can give notice – usually three months	Court decides possession cases	High
Italy	Fixed-term tenancies of four years with option for tenant to extend for four more years	Limited grounds (e.g. sale) in first 4-year period, beyond that no-grounds termination is allowed	Six months' notice	Tenant can give six months' notice but for limited reasons	Tribunal decides possession cases	High

Country	Types of Tenancy	Grounds for Termination	Notice Period for Termination by Landlords	Termination by Tenants	Tribunal or Other Arrangement	Level of Security
Malta	Either short-term (up to six months) or long-term (minimum one year)	Appear to be no prescribed grounds in recently reformed law, but landlords must adhere to notice periods	Short-term: on termination; long-term: three months' notice	Tenants can give 1-3 months' notice depending on length of tenancy, after a determined period from start of tenancy	Adjudication panel decides on landlord-tenant disputes	High
Netherlands	Tenancies typically open-ended	Limited prescribed grounds only	3-6 months	1-3 months	District court or rental committee depending on tenancy type	High
Spain	3-5 year fixed terms with some provision for early termination	Termination at end of and, in limited circumstances during, fixed term	Varying periods up to two months	One month	Tribunal decides possession cases	Medium
Sweden	Little use of fixed-term tenancies; tenancies typically open-ended	Prescribed grounds only	Three months	Three months	Complex picture: both courts and rent tribunals have a role in possession cases	High
Switzerland	Tenancies typically open-ended	Limited, prescribed grounds only	Three months	Three months	Tribunal-type system ('conciliation authority')	High

Note: The table has been compiled from a variety of sources, some in translation, therefore it should not be relied on as a definitive description of the tenancy arrangements in each country.

Available in alternative formats.

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ANNEX B

NOTICE TO QUIT CONSULTATION

Overview

The Private Tenancies Bill which is currently making its way through the NI Assembly contains a clause to increase the Notice to Quit period that a landlord is required to give a tenant to 8 weeks for tenancies lasting more than 12 months up to 10 years. It also amends the Notice to Quit that a tenant has to give to 4 weeks if the tenancy has not been in existence for more than 10 years and 12 weeks if more than 10 years.

The Department wants to test if 8 weeks is a sufficient timeframe to allow tenants (resident in their homes for more than a year) to find an affordable, suitable new home and has therefore included a range of alternative Notice to Quit options for you to consider.

Minister Hargey asked for some further research to be carried out on a range of Notice to Quit options and this work was recently completed by the Chartered Institute of Housing. This research has been summarised within the consultation document to provide additional context.

It is important to note that the draft Bill contains a provision which would allow the Notice to Quit to be amended in the future.

Why your views matter

The aim of the public consultation is to seek a comprehensive range of views and opinions which the Department can use to inform its' policy position on any extension to the Notice to Quit period.

The Department will consider the responses received and, following that, publish a consultation report on the Departmental website, which will set out an analysis of responses and the Department's next steps.

The information you provide in completing this survey will be controlled and processed in line with Data Protection Legislation by the Department. To find out more about how we handle your personal information, DfC's Privacy Notice can be viewed online at www.communities-ni.gov.uk/dfc-privacy-notice

In order to facilitate the survey, Citizen Space, which is not operated by DfC, is used as a data processor. Details of Citizen Space's privacy policy can be found online at www.delib.net/legal/privacy_policy

Further information

In responding to this consultation please do not submit any sensitive personal data or information. You are under no obligation to provide personal details in responding to this consultation.

We will only use your information for the purposes of analysis of feedback to this consultation.

Introduction

Please confirm whether you are replying as an individual or submitting an official response on behalf of an organisation:

(Required)

- I am responding as an individual
- I am submitting an official response on behalf of an organisation

Responding as an individual

If you are responding as an individual, which of the following best describes your interest in the consultation? (please tick one)

(Required)

Please select only one item.

- I am interested from a tenant perspective
- I am interested from a landlord perspective
- Other (please specify in space below)

Responding on behalf of an organisation

If you are responding on behalf of an organisation, which of the following best describes your organisation? (please tick one option)

Please select only one item.

- Private Landlord
- Social Landlord
- Letting agent
- Local Government/Council
- A housing sector representative body
- Charity dealing with housing issues
- Other (please specify in space below)

Consultation Questionnaire

Notice to Quit

Newry Mourne and Down District Council

Notice to Quit

In responding to the questions below, please try to support your response with facts, data, specific examples or other forms of evidence to substantiate your point of view.

The purpose of Notice to Quit

Either a tenant or a landlord may end a tenancy by giving a Notice to Quit. This provides time for the landlord to make arrangements to find a new tenant and gives the tenant time to find somewhere else to live. The usual length of a private tenancy Notice to Quit in Northern Ireland is the same for tenants and landlords although it is worth noting this was temporarily amended during the Covid emergency.

When a tenant gives Notice to Quit to a landlord it is normally because they have secured alternative accommodation whereas when a landlord gives a tenant a Notice to Quit that tenant then has to secure suitable affordable alternative accommodation which can be challenging in terms of supply and affordability. Therefore the Department considers that the Notice to Quit a landlord is required to give a tenant should be longer than the notice that a tenant is required to give.

The Department is particularly interested in views on the length of Notice to Quit that landlords should give to tenants.

1. Do you agree that the length of notices to quit for landlord and tenants should be different?
 Yes
 No

Newry Mourne and Down District Council agrees that when a landlord gives a tenant a Notice to Quit that tenant then has to secure suitable affordable alternative accommodation which can be challenging in terms of supply and affordability.

Newry Mourne and Down District Council agrees that the Notice to Quit a landlord is required to give a tenant should be longer than the notice that a tenant is required to give.

Use this box for further explanation if required:

That Notice to Quit should vary depending on the length of time in the tenancy

The Department considers that the longer a tenant has lived in a private tenancy the more disruption a Notice to Quit will cause as they try to secure suitable alternative accommodation.

2. Do you agree that Notices to Quit should vary depending on the length of the tenancy?

Yes

No

Use this box for further explanation if required:

Newry Mourne and Down District Council agrees that that the longer a tenant has lived in a private tenancy the more disruption a Notice to Quit will cause as they try to secure suitable alternative accommodation.

Newry Mourne and Down District Council agrees that Notice to Quit periods should vary depending on the length of the tenancy

Tenancies less than 12 months

The Department proposes to retain a 4 week Notice to Quit for tenancies of up to a year. There are various reasons for this, including:

- Most tenancies start with a one year contract, so while a Notice to Quit being issued is good practice, the end date of the tenancy is specified from the beginning. The statutory Notice to Quit only applies where there is no written contract or the contract does not contain a fixed term.
- Tenants require short term contracts for a variety of reasons, and these are required to be flexible. The Department does not want to overly constrain the supply of such tenancies, given the need for them.

3. Do you agree that the length of notice for shorter term tenancies of up to 12 months should remain at 4 weeks?

Yes

No

Newry Mourne and Down District Council agrees that the length of notice for shorter term tenancies of up to 12 months should remain at 4 weeks.

Newry Mourne and Down District Council would welcome proposals in respect of prescribed grounds for eviction which other jurisdictions have in place to reduce the number of retaliatory evictions.

If no, what length do you think it should be, and what information can you provide in support of this?

6. The Notice to Quit specified in legislation will apply across the Private Rented Sector, including to tenancies related to Houses in Multiple Occupation (HMO) properties.

Do you think the length of Notice to Quit for those tenants living in an HMO, or for exemptions to the Notice to Quit, should be different from that of other tenants in the Private Rented Sector?

- Yes
 No

Newry Mourne and Down District Council agrees that the Notice to Quit specified in legislation should apply across the Private Rented Sector, including to tenancies related to Houses in Multiple Occupation (HMO) properties.

If so in what way?

Report to:	Active and Healthy Communities
Date of Meeting:	24 January 2022
Subject:	Appointment of Public Analyst
Reporting Officer (Including Job Title):	Eoin Devlin Assistant Director Health and Wellbeing
Contact Officer (Including Job Title):	Sinead Trainor Head of Environmental Health(Commercial)

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

For decision	<input checked="" type="checkbox"/>	For noting only	<input type="checkbox"/>
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1.0	Purpose and Background
1.1	That Committee consider and agree to formally appointing the Public Analyst listed below employed by Public Analyst Scientific Services Ltd to provide services to Newry, Mourne and Down District Council.
2.0	Key issues
2.1	<p>The contract for Public Analyst Services to the eleven district councils was awarded Public Analyst Scientific Services Ltd in June 2016, with further extensions to the contract in 2018 and 2019.</p> <p>Public Analyst Scientific Services Ltd continues to provide services to the council under the terms of the contract and have recruited an additional Public Analyst to provide services to the council under the provisions of this contract. The council are required to formally appoint all Public Analysts contracted to provide services to the department under The Food Safety Order (Northern Ireland) 1991, The Food Safety (Sampling and Qualifications) Regulations (Northern Ireland) 2013</p> <p>The Council must now appoint the following person to act as Public Analyst under the provisions of the above-mentioned Acts and Regulations.</p> <p>Mary Butts MSc MChemA MRSC</p>
3.0	Recommendations
3.1	That Committee appoint the person identified above to act as a Public Analyst
4.0	Resource implications
4.1	None
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)

5.1	<p>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p>Proposal initiating consultation</p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	<p>Due regard to Rural Needs (please tick all that apply)</p>
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p> <p>If no, please complete the following:</p>

	The policy / strategy / plan / public service is not influenced by rural needs	<input type="checkbox"/>
7.0	Appendices	
	None	
8.0	Background Documents	

Report to:	Active and Healthy Communities (AHC) Committee
Date of Meeting:	24 th January 2022
Subject:	Kilbroney Playing Pitches - Capital Project
Reporting Officer (Including Job Title):	Michael Lipsett, Director: Active and Healthy Communities
Contact Officer (Including Job Title):	Paul Tamati, Assistant Director: Leisure and Sport

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

For decision	X	For noting only	
1.0			Purpose and Background
1.1			<p>The purpose of this report is for AHC Committee to consider progressing the Kilbroney Playing Pitches Capital Project and agree:</p> <ol style="list-style-type: none"> 1. The appointment of an economist to complete an Outline Business Case for the Project. 2. To allocate an additional £50,000 to Councils Capital Programme to accommodate point 1 and support any works required to complete the Outline Business Case. <p>The upgrading of Kilbroney Playing Pitches has been a key project on Council's Capital Programme for a number of years.</p> <p>This project has progressed significantly over the past 18 months with a 12-week public consultation completed in February 2021 and the first stage of planning permission submitted.</p>
2.0			Key issues
2.1			<p>Officers along with a consultant team have been working on the planning application for Kilbroney Park Playing Fields. Given the environmental sensitivities of this area, significant time, consideration and consultation with planners has been spent on ensuring the appropriate ecological surveys are completed and that the final project design has minimal impact on the site and surrounding areas.</p> <p>Significant consultation with planners is key in ensuring successful delivery of this project, and now that design options have been refined as a result of discussions with planners, the appointment of an economists to complete an Outline Business Case will help ensure a timely progression of this project. Delivery of this project will be subject to planning approval.</p>
3.0			Recommendations
3.1			<p>That AHC Committee consider and agree:</p> <ol style="list-style-type: none"> 1. To appointment an economist to complete an Outline Business Case for the Kilbroney Playing Pitches Project.

	2. To allocate an additional £50,000 to Councils Capital Programme to accommodate point 1 and support any works required to complete the Outline Business Case.
4.0	Resource implications
4.1	<p>Revenue: There are no anticipated revenue budget implications associated with this report.</p> <p>Capital: As per the recommendation of the report an additional £50,000 has been requested to be added to Councils Capital programme to appoint economists as per point 1 of the recommendation and support any works required to complete the outline business case.</p>
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	Due regard to Rural Needs (please tick all that apply)

<p>6.1</p>	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p> <p>If no, please complete the following:</p> <p>The policy / strategy / plan / public service is not influenced by rural needs <input type="checkbox"/></p>
<p>7.0</p>	<p>Appendices</p>
	<p>None</p>
<p>8.0</p>	<p>Background Documents</p>
	<p>None</p>

Report to:	Active and Healthy Communities Committee (AHC)
Date of Meeting:	24 th January 2022
Subject:	Leasing of Council Land - Expression of Interest Lismore Crossmaglen.
Reporting Officer (Including Job Title):	Paul Tamati, Assistant Director: Leisure and Sport
Contact Officer (Including Job Title):	Conor Haughey, Head of Service: Outdoor Leisure

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

	For decision	For noting only	X
1.0	Purpose and Background		
1.1	<p>The purpose of this report is for AHC Committee to note:</p> <ul style="list-style-type: none"> The Expressions of Interest (EOI) received for the leasing of Council land at Lismore, Crossmaglen has now successfully completed stage 2 of Councils Sport and Community Leasing Policy 2016. A report will now be tabled at Councils Strategic, Policy and Resources Committee recommending approval to lease this land, as per appendix 1 and stage 3 of the policy. <p>Council previously received correspondence from interested parties for vacant land at Lismore, Crossmaglen. In November 2022 AHC Committee approved progressing this EOI via Councils Sport and Community Leasing Policy 2016 and via the associated 3 step process:</p> <ul style="list-style-type: none"> Stage 1: Expressions of Interest for identified Land/Facilities. This stage requires an EOI for identified land/facilities to be publicly advertised, a submission of an outline business case from prospective leasers, and evaluation of the outline business cases scored against set criteria. Submissions must meet the minimum threshold score in order to progress to stage 2 of the process. Stage 2: Full Business Plan Submission. Submissions that meet the minimum threshold in stage 1 will be requested to submit a Full Business Plan which will also be evaluated against set criteria. Submissions must meet the minimum threshold score in order to progress to stage 3 of the process. Stage 3: Recommendation and Decision Submissions that meet the minimum threshold in stage 2 will progress to stage 3 and a Committee Report submitted to Strategic, Policy and Resources Committee for recommendation and decision. 		
2.0	Key issues		
2.1	<p>Stage 1 and 2 of the Sport and Community Leasing Policy 2016 has now been completed with x1 EOI submission received as part of the public advert process.</p> <p>As part of stage 1 the business case submission has met the minimum threshold scoring criteria and has progressed to stage 2 of the process and asked to submit a full business</p>		

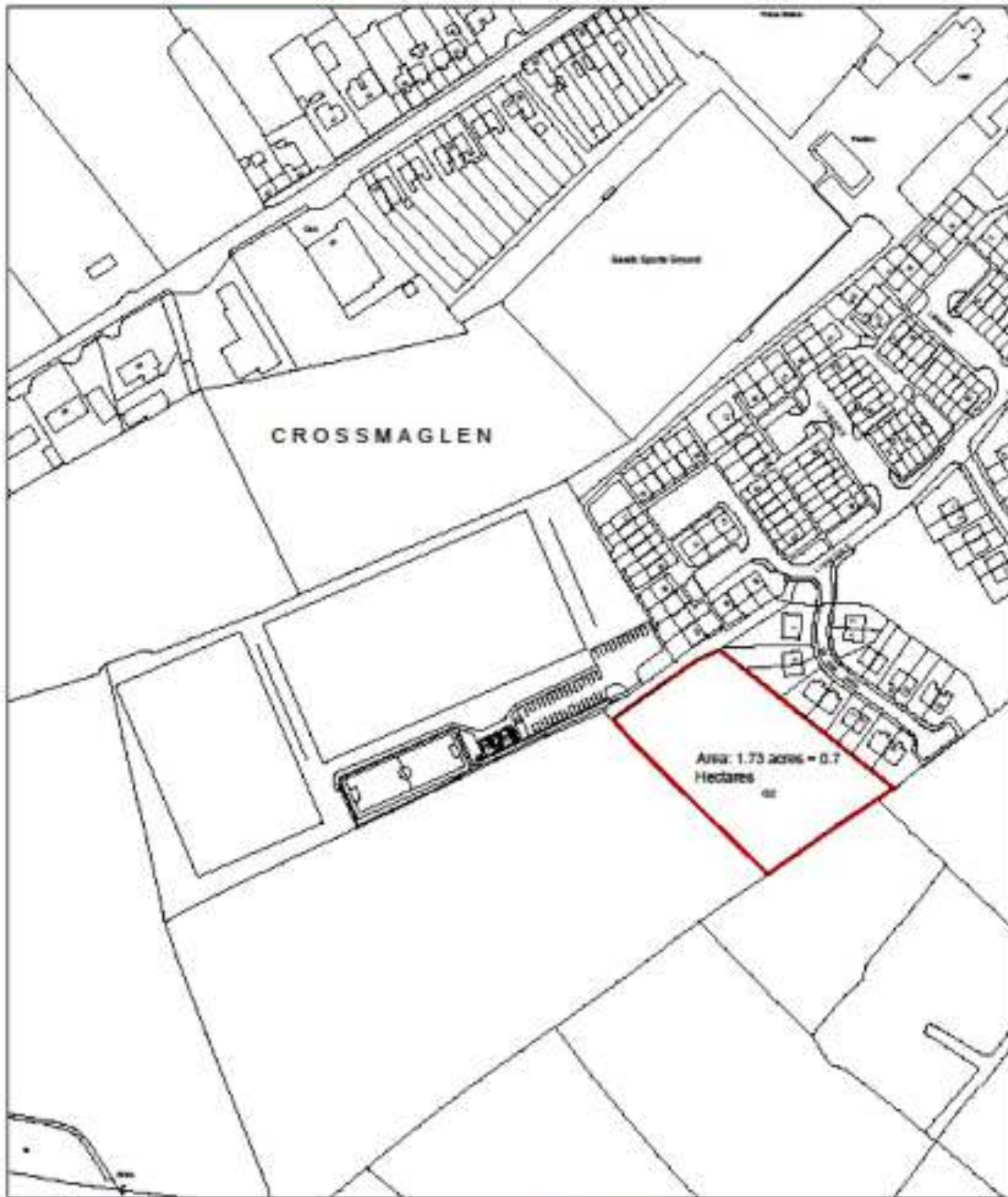
	<p>plan for their specific land/facility.</p> <p>Subsequently the full business case submission has now been scored against a set criteria and has met the stage 2 minimum threshold and can now progress to the third and final stage of the process.</p>
3.0	Recommendations
3.1	<p>That AHC Committee consider and agree:</p> <p>A report is tabled at Councils Strategic Policy and Resource Committee recommending approval to lease land at Lismore, Crossmaglen (appendix 1) to Crossmaglen Rangers GAC as per the final stage of Councils Sports and Community Leasing Policy (2016).</p>
4.0	Resource implications
4.1	<p>Revenue: It is anticipated that the leasing of Council land and facilities will have a positive impact on Councils income budgets and decrease expenditure associated with maintaining these sites.</p> <p>Capital: Although there is the potential for the site outlined in this report to be considered as surplus and designated for commercial sale, Councils Sports and Community Leasing Policy 2016 also offers alternative leasing options that will have wider non-monetary benefits for the community of the district and ensure the asset is retained in Council ownership.</p>
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>


5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	Due regard to Rural Needs (please tick all that apply)
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p> <p>If no, please complete the following:</p> <p>The policy / strategy / plan / public service is not influenced by rural needs <input type="checkbox"/></p>
7.0	Appendices
	Appendix 1: Map identifying vacant land at Lismore (2)
8.0	Background Documents
	AHC Committee Report November 2021.

Appendix 1: Map identifying vacant council land in Lismore, Crossmaglen



LEGEND: — AREA TO BE CONSIDERED FOR DISPOSAL



 <p> <small>LEASING OF COUNCIL LAND</small> <small>an tOig, Mhóim</small> <small>agus an Dúin</small> Newry Mourne and Down <small>Council 2011</small> </p>	Site: Lismore Park Playing Fields and Pavilion, Crossmaglen	Drawing Title: Siteplan area for disposal	Scale: 1:2500
	Council reference no.: R/S 201	Drawing no.: NM057-G-2-00	Drawn by: GMcV

Report to:	Active and Healthy Communities Committee (AHC)
Date of Meeting:	24 th January 2022
Subject:	Downpatrick Parkrun at Dunleath Park
Reporting Officer (Including Job Title):	Paul Tamati, Assistant Director: Leisure and Sport
Contact Officer (Including Job Title):	Conor Haughey, Head of Service: Outdoor Leisure

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

For decision	x	For noting only	
1.0			Purpose and Background
1.1			<p>The purpose of this report is for AHC Committee to consider and agree for Downpatrick Town Committee in partnership with Parkrun UK LTD to manage and operate a weekly 'Parkrun' event at Dunleath Playing Fields on the recently established community trail.</p> <p>There are over 2000 Parkrun events globally. In Northern Ireland there are 51 existing parkrun events and currently two of these, Castlewellan and Rostrevor, are in the Newry Mourne and Down area.</p> <p>Funding to register, establish and operate a proposed Parkrun in Downpatrick has been secured through both the South-Eastern Trust, County Down Rural Community Network and Council through the Community Coordination Hub.</p>
2.0			Key issues
2.1			<p>The Parkrun event will be operated on Saturday mornings at Dunleath Playing Fields which is historically a high use time for both Down Leisure Centre and the playing fields.</p> <p>It is anticipated that there may be parking congestion issues at Down Leisure Centre and Dunleath Playing Fields car park due to this event, however Council officers will work with event organisers to ensure these parking pressures are mitigated as much as possible.</p>
3.0			Recommendations
3.1			That AHC Committee consider and agree Downpatrick Town Committee in partnership with Parkrun UK LTD to manage and operate a weekly 'Parkrun' event at Dunleath Playing Fields on the recently established community trail, subject to satisfactory submission and approval of all event documentation.
4.0			Resource implications
4.1			Revenue: There are no anticipated revenue implications associated with this report. Any maintenance requirements will be addressed as part of Council's normal maintenance processors.

	Capital: There are no anticipated capital implications associated with this report.
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	Due regard to Rural Needs (please tick all that apply)
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p> <p>If no, please complete the following:</p>

	The policy / strategy / plan / public service is not influenced by rural needs <input type="checkbox"/>
7.0	Appendices
	None
8.0	Background Documents
	None

Report to:	Active and Healthy Communities
Date of Meeting:	24 January 2022
Subject:	Social Investment Fund – Capital
Reporting Officer (Including Job Title):	Janine Hillen - Assistant Director: Community Engagement
Contact Officer (Including Job Title):	Sonya Burns – Head of Programmes Unit Sarah McClory – Programmes Coordinator

Confirm how this Report should be treated by placing an x in either:-	
For decision	For noting only
	<input checked="" type="checkbox"/>
1.0	Purpose and Background
1.1	<p>The Council is covered by two Social Investment Zones – Southern (legacy Newry and Mourne) and South Eastern (legacy Down). The Council has completed the 'Work It' programme in the Southern Zone. The South Eastern Zone includes two programmes: Castlewellan Community Centre and Community Operated Sports Facilities (Ballyhornan and Kilkooley).</p> <p>The final claim has been submitted and the OBA's will continue to be submitted in line with the letter of offer requirements.</p> <p>Project Board meetings continue and attached are the minutes of the October meeting. No further meetings have been planned as projects are now at OBA reporting stage.</p>
2.0	Key issues
2.1	<p>Castlewellan Community Centre The project is fully completed with the group undertaking the OBA data collection and reporting.</p> <p>Ballyhornan The group will complete the OBA report cards in line with the Letter of Offer.</p> <p>Kilkooley Planning permission was not granted so project cannot proceed.</p>
3.0	Recommendations
3.1	That the Committee note the report and minutes.
4.0	Resource implications
4.1	Council contribution: Ballyhornan £125K
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i>

	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	Due regard to Rural Needs (please tick all that apply)
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p> <p>If no, please complete the following:</p> <p>The policy / strategy / plan / public service is not influenced by rural needs <input type="checkbox"/></p>
7.0	Appendices
	Minutes of SIF Board Meeting in October 2021.
8.0	Background Documents

NEWRY, MOURNE & DOWN DISTRICT COUNCIL

**MINUTES OF SIF CAPITAL PROJECT BOARD MEETING
Monday 11th October 2021 @ 10 am, via Zoom**

CHAIRPERSON: Sonya Burns - Newry, Mourne and Down District Council

Others Present:

Francesca Dowler – Ards and North Down Borough Council
Raphael Crummy – Department for Communities
Kenny Knox – Strategic Investment Board Limited
Sarah McClory – Newry, Mourne and Down District Council

Apologies:

Anita Waite – Department for Communities
Michael Lipsett - Newry, Mourne and Down District Council
Fearghal O'Connor – Newry, Mourne and Down District Council
Sonya Burns - Newry, Mourne and Down District Council
Aideen Logue – Department for Communities
Janine Hillen - Newry, Mourne and Down District Council

1. INTRODUCTIONS:

Sonya Burns welcomed all the members of the Project Board and thanked all those in attendance.

2. CONFLICT OF INTEREST:

No conflicts of interest were declared.

3. MINUTES OF LAST MEETING (7th July 2021)

The minutes of the previous meeting were approved.

4. ACTION SHEETS (7th July 2021)

Thomas Davis- Sarah McClory to liaise with ABC Council re official opening of the facility.

Thomas Davis - Kenny Knox to provide Raphael Crummy with final costs.

Castlewellan - Kenny Knox to provide update on legal charge.

Kilcooley – Kenny Knox to monitor and provide update.

Ballyhornan - Any further updates on legal matters to be routed through Colin Quinn.

5. PROJECT UPDATES

5.1 THOMAS DAVIS:

- Kenny Knox provided an update. The Thomas Davis Project is complete.
- The final account is approximately £2M. Final accounts are being finalised this week and will be issued to Raphael.
- The official launch of the facility took place on the 15th September 2021.

Actions:

- **Kenny Knox to provide Raphael Crummy with final costs.**

5.2 Castlewellan: Community Centre

- Kenny updated, legal charge sign off is ongoing.

Actions:

- **Letter to be issue to group to notify that legal charge is outstanding.**

5.3 Community Operated Outdoor Facility- Kilcooley:

- Kenny Knox noted that there were no further updates.

Actions:

- **Project to be removed from agenda.**

5.4 Community Operated Outdoor Facility - Ballyhorgan:

- All documents relating to legal charges have been provided by the group.
- Retentions will be paid by Council in October 2021.
- Sarah McClory to continue to work with Lorraine Braniff regarding the opening event.

Actions:

- **Launch event to be finalised.**
- **Letter to be issued to group to notify that legal charge is outstanding.**

6 UPDATE FROM DEPARTMENT FOR COMMUNITIES (DfC)

- Raphael Crummy had no further updates.

7 FINANCE

- None.

8 OBA NISRA REPORT CARDS

- Ongoing.

9 AOB

- Next meeting to take place on Monday 13th December 2021 at 10am, via the Zoom virtual platform. Invitations to be issued by Sarah McClory.

Signed:

Sonya Burns
Chairperson

Date:

Report to:	Active and Healthy Communities Committee
Date of Meeting:	24 January 2022
Subject:	Peace IV Local Action Plan
Reporting Officer (Including Job Title):	Janine Hillen, Assistant Director: Community Engagement
Contact Officer (Including Job Title):	Sonya Burns, Head of Programmes Justyna McCabe, Programme Coordinator

For decision	For noting only	x
1.0	Purpose and Background	
1.1	The Peace IV Partnership met on 13 January 2022 via Zoom and there were no recommendations arising from this meeting that require AHC Committee approval. The report and minutes are for noting only.	
2.0	Key issues	
2.1	<p>PEACE PLUS Blu Zebra, Venture International and Locus Management (the Consortium) hosted an update meeting for Councils on 16 December. They confirmed they had submitted the feasibility study to SEUPB on the PEACE PLUS Model. The next phases of their work will be the development of the PEACE PLUS Partnership and the development of the PEACE PLUS Action Plans. It is anticipated that guidance documents on the development of Partnerships and Action Plans will be issued in January and the Call for Local Action Plans will open in Q2 of this year.</p> <p>BMX Project Given the specialist nature of the works, it was agreed to go to an open tender competition instead of using Council Framework contractor. CPD have advised to adopt the two-stage restricted tender process and documents have been completed and approved by CPD and SEUPB.</p>	
3.0	Recommendations	
3.1	The report and minutes are for noting only.	
4.0	Resource implications	
4.1	No cost to Council. Project 85% funded by the EU and 15% by the two Governments.	
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)	
5.1	<i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i>	

	It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations	<input checked="" type="checkbox"/>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>	
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>	
6.0	Due regard to Rural Needs (please tick all that apply)	
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p>	
7.0	Appendices	
	Partnership Minutes July 2021 and November 2021.	
8.0	Background Documents	
	None	

PEACE IV Partnership Meeting**Zoom****Thursday 01 July 2021****Present:**

Martina Byrne, Social Partner (Chairperson)
 Cllr Terry Andrews (Vice Chair)
 Cllr Declan Murphy
 Paul Yam, Social Partner
 Helen Honeyman, Social Partner
 Judith Poucher, Social Partner
 Sophia Ervine, NIHE

Officers Present:

Justyna McCabe, NMDDC
 Theresa McLaverty, NMDDC
 Elaine Carr, NMDDC
 Sonya Burns, NMDDC

In attendance:

Julie-Anne Harte, NMDDC

Apologies noted from:

Cllr David Taylor
 Cllr Karen McKeivitt
 Martina Flynn, NMDDC
 Ruth Allen, SHSCT
 Seamus Camplisson, Social Partner
 Breige Jennings, Social Partner
 Martin Connell, Social Partner
 Deirdre Magill, SHSCT

1. Welcome and apologies

Martina Byrne, Social Partner chaired the meeting and welcomed everyone.
 Apologies noted.

2. Conflict of interest

None declared.

3. Minutes from previous meeting 06 May 2021

No matters arising.

Proposed: Cllr Terry Andrews

Seconded: Helen Honeyman

4. Management Report

- Justyna McCabe presented the Management Report.

The extension request until September 2022 has been approved and revised Letters of Offer has been issued to all 3 themes. The aim is to finish projects by March 2022.

SEUPB has engaged a consortium to assist Local Authorities in the development plan of PEACE Plus. PEACE managers from different Councils met with them on June 9th and a further meeting is planned for next week with different staff.

In relation to the postponement of face to face delivery of projects, Sonya Burns advised Council SMT reviewed the decision this afternoon and discussions are ongoing, it is hoped to have clarity on how to proceed soon.

The election of a new Chair and Vice Chair of the Partnership is due to take place at the September meeting. As the current Chair was only appointed in January, members were asked if they wished to go ahead with the election or defer until the November meeting; deferral to November agreed.

Proposed: Helen Honeyman

Seconded: Cllr Declan Murphy

5. Partner Delivery Reports

- Elaine Carr presented Children and Young People report.

The Youth Engagement Programme, Cross Border Arts Project is scheduled to take place at the start of August. Dates of delivery are dependent on the go ahead for face-to-face delivery.

SEUPB approval is needed for proposed amendments and small changes submitted regarding the Free Play project. As they are indoor events, confirmation is needed for the allowance of slightly reduced numbers to comply with Covid regulations.

Hands on History has a programme of events planned for August, pending confirmation events can proceed.

Young Men's Legacy Project continues to deliver successfully online.

- Elaine Carr presented Shared Spaces and Services report.

At present both projects for ex-military sites in Bessbrook and Forkhill are still in discussion stage, it is hoped more progress will be made over the next few weeks and there will be more to report at the next meeting.

The Drive-In Cinemas have delivery dates and locations secured but it is all dependent on the SMT decision outcome re events going ahead. The provider continues to deliver online successfully with the hope to host the events at the end of August.

The Post Grad in Public Administration is ongoing, and the first 2 modules have been delivered online. It is hoped modules in October and November can be delivered face-to-face dependent on Covid regulations.

Diversity and Good Relations Programme will take place online, there are 30 participants in total with 2 installments of 15 participants each. They have dates confirmed for the end of July and recruitment is ongoing.

The is no update regarding the BMX Track and Tom Dunn project. CPD are considering final budgets submitted and we await approval before the procurement process can start.

- Theresa McLaverty presented the Building Positive Relations report.

21 projects were moving back face-to-face until postponement, all groups are very understanding of changes. Online delivery continues and has been working very successfully.

2 new Tenders have been successfully appointed since our last meeting; Ceara Ni Choinn has been appointed to deliver the Irish Language and Ulster Scots Programme: this is the first of its kind in the district and will bring together both communities in each of the 7 DEA's. The Irish Language Dept in Council will assist with delivery.

ArtsEkta have been appointed to facilitate the Syrian Engagement Programme, they are at the recruitment stage of an orientation and integration programme.

The Inter Cultural Forum has been an online success and has gone from strength to strength. Covid and Brexit have been a catalyst for the forum, from an average of 15 statutory voluntary community members it has increased to 40. The sole focus and primary aim will be to target and deliver to the BME community in the District.

- Justyna McCabe presented the PCSP report.

The Youth Leadership Project had a residential planned for participants in June but couldn't take place and it has been amended to a series of workshops.

The Re-imagining and Regeneration programme has explored different options with SEUPB and the proposal is still with them for decision.

Action: Justyna to ask Martina Flynn, PCSP to update Breige Jennings on Re-imagining & Regeneration programme.

6. AOB

Chair Martina Byrne has a contact interested in becoming a Social Partner.

Action: Martina to forward contact details and Julie-Anne to issue an application form.

The group discussed delivery of future meetings, M Byrne advised Social Partners were keen to remain on Zoom for convenience due to the time of meetings. Cllr Andrews agreed Zoom was great but questioned if hybrid meetings were a possibility. All will depend on regulations.

7. Date of next meeting

09 September 2021, 6pm, Newry or online
 04 November 2021, 6pm, Downpatrick or online
 13 January 2022, 6pm, Newry or online
 03 March 2022, 6pm, Downpatrick or online

PEACE IV Partnership Meeting**Zoom****Thursday 04 November 2021****Present:**

Cllr Terry Andrews (Chairperson)
 Cllr Declan Murphy
 Martina Byrne, Social Partner (Vice Chairperson)
 Seamus Camplisson, Social Partner
 Sean O'Baoill, Social Partner
 Paul Yam, Social Partner
 Helen Honeyman, Social Partner
 Judith Poucher, Social Partner
 Tatiana Seed, Social Partner

Ruth Allen, SHSCT

Aileen O'Callaghan, Education Authority

Officers Present:

Theresa McLaverty, NMDDC
 Elaine Carr, NMDDC
 Sonya Burns, NMDDC (Chair)

In attendance:

Julie-Anne Harte, NMDDC

Apologies noted from:

Justyna McCabe, NMDDC
 Breige Jennings, Social Partner
 Martin Carroll, Social Partner

1. Welcome and apologies

Outgoing Chairperson Martina Byrne opened the meeting and welcomed everyone.

Apologies noted.

Sonya Burns took over as Chair for the election of New Chair and Vice Chair of the Partnership. Sonya introduced Aileen O'Callaghan who has replaced Donna Weir from the Education Authority.

2. Election of Chair and Vice Chair

Sonya Burns thanked each member for their work all year and clarified the new positions will be up until the end of the PEACE IV period, September 2022.

Nominations for Chairperson - Cllr Terry Andrews

Proposed – Cllr Declan Murphy

Seconded – Seamus Camplisson

Nominations for Vice-Chair – Martina Byrne

Proposed – Sean O'Baoill

Seconded – Cllr Terry Andrews

Cllr Andrews took on role of Chair for the remainder of the meeting.

3. Conflict of interest

No new conflict of interest declared.

4. Minutes from previous meeting 09 September 2021

No matters arising.

Proposed: Seamus Camplisson

Seconded: Martina Byrne

5. Management Report

- Sonya Burns presented the Management Report.

Members were reminded there will be a trip to the newly launched Ballykinlar Hut on 30 November at 11am, all Partnerships members are welcome to attend. Cllr Andrews asked his apologies are noted, he cannot attend due to a prior engagement.

PEACE Plus has been approved by the NI Executive, the Irish Government and the North South Ministerial Council and has been sent to the European Commission for approval. The next stage will be working alongside the consortium of consultants appointed by SEUPB to develop action plans.

6. Partner Delivery Reports

- Elaine Carr presented Children and Young People report.

Playboard NI project are currently working on a new programme and hope to run by Easter next year and due to end by July.

Maywe have successfully completed the 'Hands on History' Summer Scheme 2019.

One more Youth engagement programme for the 2020 'Hands on History' Summer scheme is outstanding, and a tender is hoped to be ready for issue prior to Christmas.

The Young Men's legacy project is ongoing; regarding a question asked at a previous meeting regarding contact with groups in the Downpatrick area for Youth Action. Members were advised the Youth Worker who had made initial contact had since left the organisation. Contact was made pre-Covid and again recently, Elaine will update members when further information is received.

- Elaine Carr presented Shared Spaces and Services report.

The Ballykinlar Hut project is now complete has been launched successfully with some coverage on media channels for the official opening.

The project at the Derrymore site is pushing forward and hope to be completed by early Spring/Summer next year, work is ongoing to commence the project with ERT, Estates teams, CPD and SEUPB.

The ex-military site at Forkhill is still at the talking stage and hope to have an update at the next meeting.

The Drive-In Cinemas Shared Spaces Engagement project has successfully completed with over 500 participants engaging in the cross-community aspect of the programme.

The delivery of the Post Grad in Public Administration is ongoing with the final module due to take place at the end of November.

The Diversity and Good relations programme has completed with 30 participants taking part overall.

BMX project - Sonya Burns advised members the Council has agreed to meet the shortfall in funding, final costs are being prepared.

Tom Dunne project – SEUPB have rejected the resubmitted design and want the original project design to proceed with walk through, education aspect and the lower amount spent on art work. The Tom Dunne group have agreed to proceed tentatively, with the option to deliver the approved project with movement of approx. £6,000 to the sculpture and keep the original seating (SEUPB willing to approve this). Should planning allow, Partnership approval is sought to allow the group to move forward with the project before the next meeting due to time constraints.

Authority to proceed with project to planning stages:

Proposed – Sean O’Baill

Seconded – Cllr Terry Andrews

- Theresa McLaverty presented the Building Positive Relations report.

Initially 53 groups took part in Capacity Building for Community groups which qualified them for a £5k Animation Fund Grant for Cross community projects.

As we come toward the end of PEACE IV, 18 groups have yet to submit a draft proposal. Members were advised the PEACE team communicated with groups in June and October advising the deadline for project approval is December 2021 with a delivery deadline in March 2022.

If any Partnership member is approached by these groups or is aware of a group they feel needs help, please contact Theresa or the PEACE team for assistance.

It is hoped to go live next week with new a tender document for a Civic Leadership project with the focus on Mentor Masterclasses. Information will be shared with the Partnership when live.

The Irish Language & Ulster Scot project is proving very successful. There are 7 events in total and so far, 3 sessions have successfully completed, the 4th event on 13 November has been shared with members. Theresa also shared a video of an event with the meeting.

The Intercultural Forum Blog will be launched on 08 November, it an online presence and is designed to encourage BME engagement and is unique in the district.

Partnership approval was sought to roll out a Newcomers Programme across the district. The programme will focus on orientation programmes, language skills, mental health workshops and awareness.

Authority to proceed:

Proposed – Cllr Declan Murphy

Seconded – Sean O’Baill

- PCSP report.

Full report was forwarded to members and noted.
No delegated authority or actions arising.

7. AOB

None

8. Date of next meeting

03 March 2022, 6pm, Downpatrick or online

05 May 2022, 6pm, Newry or Online

30 June 2022, 6pm, Downpatrick or Online

08 September 2022, Newry or Online