

**Democratic Services Section
Legal and Civic Services Department
Belfast City Council
City Hall
Belfast
BT1 5GS**



**Belfast
City Council**

4th February, 2022

MEETING OF PEOPLE AND COMMUNITIES COMMITTEE

Dear Alderman/Councillor,

The above-named Committee will be a hybrid meeting (both remote and in person) in the Council Chamber on Tuesday, 8th March, 2022 at 5.15 pm, for the transaction of the business noted below.

You are requested to attend.

Yours faithfully,

RONAN CREGAN

Deputy Chief Executive

AGENDA:

1. Routine Matters

- (a) Apologies
- (b) Minutes
- (c) Declarations of Interest

2. Restricted

- (a) Financial Reporting Quarter 3 2021/22 (Pages 1 - 8)
- (b) Review of the Bright Lights Event at Botanic Gardens (Pages 9 - 12)
- (c) Belfast Citywide Tribunal Service (Pages 13 - 92)
- (d) Wider University and Lower Ormeau Intervention (Pages 93 - 114)
- (e) Community Provision Grant Funding - 2022/23. (Pages 115 - 128)

3. **Matters referred back from the Council/Motions**

- (a) Motion - Energy Price Crises (Pages 129 - 130)
- (b) Motion - Street Tree Planting - Ministerial Responses (Pages 131 - 140)
- (c) Motion - End of Hunting of Mammals with Dogs - Ministerial Responses (Pages 141 - 146)
- (d) Avian Influenza Waterworks Park - Ministerial Response (Pages 147 - 150)

4. **Committee/Strategic Issues**

- (a) Belfast Boxing Strategy Quarterly Update and 2022/2023 Action Plan (Pages 151 - 168)
- (b) Stadia Community Benefits Initiative (Pages 169 - 176)

5. **Physical Programme and Asset Management**

- (a) Partner Agreements Update and Rosario Youth Centre request (Pages 177 - 184)
- (b) Naming of New Park and Sportszone at Divis Back Path (Pages 185 - 186)

6. **Operational Issues**

- (a) Proposal for naming new streets (Pages 187 - 188)
- (b) Service Level Agreement between the Drinking Water Inspectorate and Belfast City Council with regard to Private Water Supplies (Pages 189 - 220)
- (c) Appointment of Public Analysts (Pages 221 - 224)
- (d) Collaborative working between the Health and Safety Executive for Northern Ireland and District Councils and continuation of funding for a joint Post (Pages 225 - 234)
- (e) Lady Mary Peters 50th Anniversary Event (Pages 235 - 236)

7. **Issues Raised in Advance by Members**

- (a) Request to Present - Federation of City Farms and Community Gardens
Councillor M Kelly

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of the Local Government Act (Northern Ireland) 2014.

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Subject:	Notice of Motion: Energy Price Crises
Date:	8th March, 2022
Reporting Officer:	Ryan Black, Director of Neighbourhood Services
Contact Officer:	Sara Steele, Democratic Services Officer

Restricted Reports	
Is this report restricted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, when will the report become unrestricted?	
After Committee Decision	<input type="checkbox"/>
After Council Decision	<input type="checkbox"/>
Some time in the future	<input type="checkbox"/>
Never	<input type="checkbox"/>

Call-in	
Is the decision eligible for Call-in?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

1.0	Purpose of Report or Summary of main Issues
1.1	To consider a motion in relation to Energy Prices, which was referred to the Committee by the Standards and Business Committee at its meeting on 22nd February.
2.0	Recommendations
2.1	The Committee is asked to <ul style="list-style-type: none"> Consider the motion and to take such action thereon as may be determined.
3.0	Main report
3.1	<u>Key Issues</u> At the meeting of the Standards and Business Committee held on 22nd February, the following motion, which was proposed by Councillor Smyth and seconded by Councillor O'Hara, was referred to the Committee for consideration:

3.2	<p><u>Energy Price Crises</u></p> <p>This Council notes the spiralling cost of energy bills and the increased pressure on households across the City particularly the most vulnerable. In order to provide long-term solutions to escalating energy prices this Council will:</p> <ul style="list-style-type: none"> • Commit to civic leadership on the development of community energy projects across the City. These projects will focus on developing renewable energy in partnership with communities and expert organisations, including the provision of electric vehicle charging infrastructure and sourcing financing for these community energy projects; • Engage with the Department for the Economy for support in developing community energy schemes; and • Write to the UK Government Treasury stating our support for a Windfall Tax on the Energy Companies who have recorded record profits. <p>For the purpose of this motion, the use of the term ‘community energy’ to mean community projects or initiatives focused on the four strands of reducing energy use, managing energy better, generating energy or purchasing energy. This included communities of place and communities of interest. These projects or initiatives share an emphasis on community ownership, leadership or control where the community benefits.</p>
3.3	<p><u>Financial & Resource Implications</u></p> <p>None.</p>
3.4	<p><u>Equality or Good Relations Implications/Rural Needs Assessment</u></p> <p>This Notice of Motion, if agreed, may have potential equality, good relations and rural needs implications and should be subject to our normal screening process as appropriate.</p>
4.0	Appendices – Documents Attached
	None.



Subject:	Responses from Minister for Infrastructure and Minister for Communities re Notice of Motion – Street Tree Planting
Date:	8th March 2022
Reporting Officer:	Ryan Black, Director of City and Neighbourhood Services
Contact Officer:	Sara Steele, Democratic Services Officer

Restricted Reports	
Is this report restricted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, when will the report become unrestricted?	
After Committee Decision	<input type="checkbox"/>
After Council Decision	<input type="checkbox"/>
Sometime in the future	<input type="checkbox"/>
Never	<input type="checkbox"/>

Call-in	
Is the decision eligible for Call-in?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

1.0	Purpose of Report/Summary of Main Issues
1.1	To note the correspondence received regarding the Notice of Motion re Street Tree Planting.
2.0	Recommendation
2.1	The Committee is asked to note the correspondence as set out in the report.
3.0	Main Report
3.1	<p>The Committee will recall that, at its meeting on 7th December, 2021, it had considered and adopted the following Motion, which had been proposed by Councillor McMullan and seconded by Councillor Long.</p> <p><i>“Noting this Council’s pledge to plant one million trees by 2035 and the ongoing work to deliver that commitment on our own land, its declaration of a climate emergency in October 2019 and our commitment to work towards being carbon neutral by 2050. However, as highlighted in the Belfast Carbon Roadmap Pathway to Net Zero we can close the gap by 2033 through a range of innovative interventions, including planting trees. Therefore this Council</i></p>

	<p><i>commits to drastically increasing the number of street trees across the Belfast City Council area.</i></p> <p><i>Recognising that street tree planting is a function of the Department for Infrastructure, we will write to the Minister to join us in making this commitment and partner with us in drastically increasing their number across the city.</i></p> <p><i>Working with our partners we will establish a strategy and action delivery plan (including maintenance), including setting a target for increasing the number of street trees in each of the 60 wards that comprise the 10 district electoral areas of Belfast City Council.</i></p> <p><i>We will also write to the Minister for Infrastructure, as well as Ministers for Agriculture, Environment and Rural Affairs and Communities, to establish a rolling funding scheme for tree planting, maintenance and accompanying structural works (e.g. footpath widening) to enable more sites to be viable for street tree planting.</i></p> <p><i>As a further commitment to our pledge in supporting the ‘One Million Trees Initiative’ on Council land, that the Council commit’s, in 2022, to planting a number of suitable living Christmas Trees in publicly accessible locations in each quarter of the City. Members of Area Working Groups will be consulted on the sites and scale of trees (which may include more than one) and the Council will illuminate, maintain and work with community organisations in each quarter of the City in the creation of annual Community Christmas focal points and events.</i></p> <p><i>This Council will also join the new call for pledges to the UN Economic Commission for Europe’s ‘Trees in Cities Challenge’ joining other cities around the world including Barcelona, Bonn, Victoria (Canada) and Mexico City to demonstrate our intent internationally and to learn from and share learnings with other cities.”</i></p>
3.2	Accordingly, Democratic Services wrote to the Minister for Infrastructure and the Minister for Communities and a response has been received on behalf of the Minister for Infrastructure from her Private Secretary (appendix 1) and from the Minister for Communities from her Director of Belfast Regeneration (appendix 2).
3.3	<p><u>Financial and Resource Implications</u></p> <p>None associated with this report.</p>
3.4	<p><u>Equality or Good Relations Implications/Rural Needs Assessment</u></p> <p>This Notice of Motion, if agreed, may have potential equality, good relations and rural needs implications and should be subject to our normal screening process as appropriate.</p>
4.0	Appendices - Documents Attached
	<p>Appendix 1 – Response from Minister for Infrastructure</p> <p>Appendix 2 – Response from Minister for Communities</p>

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From the office of the Minister for Infrastructure
Nichola Mallon MLA

Mrs Sara Steele

steelesara@belfastcity.gov.uk

Room 708
Clarence Court
10-18 Adelaide Street
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Telephone: (028) 9054 0105
Email: Private.office@infrastructure-ni.gov.uk

Your reference: SS. P&C 07.12.21
Our reference: CORR-0090-2022

10 February 2022

Dear Mrs Steele,

RE: - NOTICE OF MOTION - STREET TREE PLANTING

Thank you for your letter of 20 January 2022, regarding the above.

The Department for Infrastructure (DfI) welcomes Belfast City Council's (BCC) Notice of Motion to plant one million trees in the city by 2035, and as part of our 'Green initiatives,' fully supports policies such as the '*One Million Trees Initiative*', to help implement sustainable infrastructure for the future.

Your letter refers in particular to '*increase street tree planting across the City*' through partnering. To avoid any misunderstandings, I will clarify what signifies a Street Tree under current departmental policies and legislation.

The Department defines a Street Tree as a tree planted in an area of paved surface, which is adopted for maintenance purposes by DfI Roads & Rivers. The Department's public roads, known as 'adopted surfaces,' are defined under the terms of the Private Streets (Northern Ireland) Order 1980. The Department's statutory duty to maintain the adopted public road network is subsequently set out within the Roads (Northern Ireland) Order 1993. Any other trees that are located within DfI owned land and road verges, that are the responsibility of the Department, are therefore defined as 'Roadside Trees'.

In relation to Street Trees, DfI currently has responsibility for the management and maintenance of over 11,000 Street Trees that are located on adopted roads and pavements within the Belfast City Council (BCC) area. The Department has an ongoing Project Management Agreement / Memorandum of Understanding (MoU) with BCC for Street Tree planting and maintenance. This agreement has been in place since 1983, and any Street Tree planting or maintenance is completed in collaboration with our Arboricultural partners at BCC. The current value of this work is over £400k/year.

When selecting a location for planting Street Trees, a number of factors need to be considered to make a scheme viable. This would include issues concerning road

safety; such as sight-lines for road users, existing street furniture, footway widths, services and utilities, carriageway access/egress, traffic management required during future maintenance, possible localised flooding from leaf fall and potential long-term damage to DfI structures/Utility company assets due to root damage. Other unforeseen consequences may include potential anti-social issues and vandalism, as well as the unintended creation of concealed areas for criminality or drug taking etc., which also need to be considered.

It must therefore be noted that '*increased Street Tree planting across the City,*' and setting Street Tree targets within particular Wards, may have limitations due to the limited availability of viable locations within the adopted road network, as most of these areas have already been utilised with Street Trees planted during the last 40 years.

The Department, in collaboration with our Arboricultural partners at BCC, has identified sites for 70 new or replacement semi-mature Street Trees within the Belfast area this financial year.

Further co-operation with our Arboricultural partners at BCC has included maintenance of 'Roadside Trees' on lands owned by DfI, as well as other horticultural planting that is sometimes undertaken on departmental lands.

On a positive note, in 2020, NI Water identified an opportunity to plant trees to contribute to their 'Nature' and 'Water' Strategic Priorities. NIW started an initial 10 year tree planting programme in 2021/22, building on the already 150,000 trees planted to protect water quality via their Catchment Management work prior to 2021. So far, NIW has completed native, deciduous and appropriate tree planting at Fofanny in the Mourne and Dunore Point in Antrim amounting to approximately 100,000 trees. In the 2022 planting season, NIW is planning large planting schemes in further areas of the Mourne. Working with the Woodland Trust, NIW avail of their technical expertise and DAERA Forestry Expansion Scheme funding, to increase tree cover in NI. Through building networks with neighbouring land managers like BCC and M&EABC, NIW hope to identify areas where they can collaborate and join up nature corridors and improve NI's tree cover together.

In addition to street tree planting, the railway network, which provides a green corridor, linking our towns and cities already contains around 256,000 trees, and Translink plans to enhance this number. As part of Translink's Climate Positive Strategy a Biodiversity Working Group has been established to explore opportunities across the public transport estate to be nature positive. An initial review of the Translink estate in response to its participation in the Belfast One Million Trees Project found limited opportunities for tree planting specifically within the Belfast City Council area. Much of its land is compact within the urban environment. However, recognising the importance to our environment, it is a requirement for future projects to incorporate tree planting as part of the design, for example within Weavers Cross, the Belfast Transport Hub and Yorkgate Station

The Department has also been fully supportive and is an active participant in the Belfast One Million Trees (BMT) project, since its inception by Belfast Metropolitan Residents Group. DfI officials attend BMT meetings and seminars in partnership with the other

BMT stakeholders, which is now chaired by Belfast City Council (BCC) under the '*One Million Trees Initiative*.'

As part of this initiative, departmental officials have been proactively identifying sites that may be feasible for tree planting to help meet the 2035 target date and have also been funding additional 'roadside' tree planting. An example of this was the recent planting of 3000 new trees on the Comber Greenway, which was funded by DfI and managed by the Council's Arboriculturalists.

In liaison with BCC, officials have also scoped a number of sites for additional tree planting. These included DfI owned or adopted lands at A12 Westlink, Middlepath Street, Bridge End, M2 Foreshore, Antrim Road, Stewartstown Road, Arosa Parade/Glasgow Street, Denmark Street (Bullring), Skegoniell Avenue, Knockbreda Drive and Lagan Walkways. Unfortunately after assessment, these locations were found to be unsuitable for planting for various reasons, as mentioned above.

Nevertheless, in addition to Comber Greenway, 'roadside' tree planting of 1400 tree whips was recently completed at Ballymacarrett Walkway. Work at other locations that have been identified as viable is currently being progressed and includes proposed tree planting at Ligoniel Bus Terminus (800 tree whips), Armitage Close embankment (low-level bushes and shrubbery), plus an additional 550 tree whips at Comber Greenway. It is hoped these schemes will be completed this financial year.

Going forward, the Department fully supports the '*One Million Trees Initiative*' and officials will continue to proactively identify sites on DfI land that may be suitable for tree planting as part of any future strategy and delivery plan for increased tree planting across the city.

Finally, in relation to the Council's commitment to planting a number of living Christmas Trees in publicly accessible locations. Should any proposed sites, identified by the Council, be located on DfI owned or adopted land, officials are willing to help to assess the viability of such trees against the Roads related factors previously mentioned, and provide the necessary feedback.

I hope this information is helpful.



KATHRYN MCFERRAN
Private Secretary to the Minister

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Belfast Regeneration Directorate
Level 4 | NINE Lanyon Place
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Phone: 028 9082 9274
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Our ref: CORR-0095-2022

Date: 03 February 2022

Sara Steele
Democratic Services Officer
Legal & Civic Department
Belfast City Council

Via email: steelesara@belfastcity.gov.uk

Dear Ms Steele,

STREET TREE PLANTING

Thank you for your letter of 20 January 2022 to Minister for Communities, Deirdre Hargey about the funding of street tree planting in Belfast. The Minister has asked me to reply to you on her behalf.

As you may be aware, the Department, through the Belfast Regeneration Directorate (BRD), is already working closely with Belfast City Council (BCC) on its Million Trees initiative and has identified 24 acres of agricultural land at Poleglass as a suitable location that might allow the planting of 18,000 trees.

Unfortunately, whilst BRD regularly plants trees as part of its Public Realm Environmental Improvement (PREI) works, it does not have a 'stand-alone' budget available for tree planting. I can inform you that BRD routinely consults BCC in planned PREI works and will continue to do so when considering the planting of additional trees where possible.

Should you wish to discuss further you can contact Mary McCartan, Deputy Director BRD by e-mail Mary.mccartan@communities-ni.gov.uk or on 028 9082 9229.

Yours sincerely,



Patrick Anderson, Director of Belfast Regeneration

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Subject:	Responses from Minister of Agriculture, Environment and Rural Affairs and Committee responsible for Agriculture, Environment and Rural Affairs in Northern Ireland Assembly re Notice of Motion – End of Hunting of Mammals with Dogs
Date:	8th March, 2022
Reporting Officer:	Ryan Black, Director of City and Neighbourhood Services
Contact Officer:	Sara Steele, Democratic Services Officer

Restricted Reports	
Is this report restricted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, when will the report become unrestricted?	
After Committee Decision	<input type="checkbox"/>
After Council Decision	<input type="checkbox"/>
Sometime in the future	<input type="checkbox"/>
Never	<input type="checkbox"/>

Call-in	
Is the decision eligible for Call-in?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

1.0	Purpose of Report/Summary of Main Issues
1.1	To note the correspondence received regarding the Notice of Motion re End of Hunting of Mammals with Dogs.
2.0	Recommendation
2.1	The Committee is asked to note the correspondence as set out in the report.
3.0	Main Report
3.1	<p>The Committee will recall that, at its meeting on 10th January, 2021, it had considered and adopted the following Motion, which had been proposed by Councillor McReynolds and seconded by Councillor McAllister.</p> <p><i>“This Council notes the widespread support across Belfast for the ending of animal cruelty and the improvement of animal welfare; expresses disappointment at the lack of legislative progression on banning the hunting of mammals with dogs in the Northern Ireland Assembly; reaffirms our support for</i></p>

	<i>ending this barbaric practice; and agrees to write to DAERA and the Committee for Agriculture and Rural Affairs to show our support for ending the practice of hunting for mammals with dogs.”</i>
3.2	Accordingly, Democratic Services wrote to the Minister of Agriculture, Environment and Rural Affairs and a response has been received from him (appendix 1) and a response from the Committee responsible for Agriculture, Environment and Rural Affairs in Northern Ireland Assembly (appendix 2).
3.3	<p><u>Financial and Resource Implications</u></p> <p>None associated with this report.</p>
3.4	<p><u>Equality or Good Relations Implications/Rural Needs Assessment</u></p> <p>This Notice of Motion, if agreed, may have potential equality, good relations and rural needs implications and should be subject to our normal screening process as appropriate.</p>
4.0	Appendices - Documents Attached
	<p>Appendix 1 – Response from Minister of Agriculture, Environment and Rural Affairs</p> <p>Appendix 2 – Response from the Committee responsible for Agriculture, Environment and Rural Affairs in Northern Ireland Assembly</p>



Mrs Sara Steele
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Upper Newtownards Road
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BT4 3SB
Telephone: 028 9052 4140
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Your Ref: SS 10.01.2022
Our Ref: CORR-0056-2022
Date: 15 February 2022

Dear Sara

END OF HUNTING MAMMALS WITH DOGS

Thank you for your correspondence dated 25 January 2022, informing me of a motion proposed by Councillor McReynolds, seconded by Councillor McAllister to end the practice of hunting mammals with dogs.

DAERA is committed to maintaining high animal welfare standards in NI. I note the motion by Belfast City Council in respect of hunting wild mammals with dogs; a complex and emotive issue. However, this form of hunting is considered cross cutting in the Executive and it will be for Ministers to agree a way forward in terms of any legislative proposals.

Yours sincerely

EDWIN POOTS MLA
Minister of Agriculture, Environment and Rural Affairs



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Northern Ireland
Assembly

Committee for Agriculture, Environment and Rural Affairs

Belfast City Council
Legal and Civic Services Department
City Hall
Belfast
BT1 5GS

Emailed to: steelesara@belfastcity.gov.uk

28 January 2022

Ref: SS 10.01.2022

Dear Sara,

RE: End of Hunting of Mammals with Dogs

I write on behalf of the Northern Ireland Assembly Committee for Agriculture, Environment and Rural Affairs (AERA) and further to your letter of 21 January 2022 outlining that Belfast City Council passed a motion on 10 January 2022 expressing its disappointment at the lack of legislative progress on banning the use of dogs to hunt mammals.

The Committee considered this correspondence at its meeting on 27 January 2022 and agreed to write to the Council, affirming its shared commitment to ending animal cruelty and supporting animal welfare.

For the purposes of clarity – the proposed Bill to which I am assuming the motion relates proposed banning the use of dogs to hunt **wild** mammals. There are existing legal protections to prevent dogs attacking and maiming animals which are owned by individuals.

Further, the decision that the Bill should not pass Second Stage, which immediately precedes Committee Stage, was taken by the Assembly as a whole and the Committee therefore did not have an opportunity to engage in scrutiny of the legislation.

The Committee however stands ready to review and scrutinise any new piece of legislation which may be introduced in the new electoral mandate to facilitate enhanced protection for wild animals.

Yours Sincerely,

A handwritten signature in black ink, appearing to read 'Nick Henry', with a stylized flourish at the end.

Nick Henry
Clerk, Committee for Agriculture, Environment and Rural Affairs



Subject:	Response from Minister of Agriculture, Environment and Rural Affairs re Avian Influenza Waterworks Park
Date:	8th March, 2022
Reporting Officer:	Ryan Black, Director of City and Neighbourhood Services
Contact Officer:	Sara Steele, Democratic Services Officer

Restricted Reports	
Is this report restricted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, when will the report become unrestricted?	
After Committee Decision	<input type="checkbox"/>
After Council Decision	<input type="checkbox"/>
Sometime in the future	<input type="checkbox"/>
Never	<input type="checkbox"/>

Call-in	
Is the decision eligible for Call-in?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

1.0	Purpose of Report/Summary of Main Issues
1.1	To note the correspondence received from Minister of Agriculture, Environment and Rural Affairs regarding the Avian Influenza at Waterworks Park.
2.0	Recommendation
2.1	The Committee is asked to note the correspondence as set out in the report.
3.0	Main Report
3.1	The Committee will recall that, at its meeting on 8th February, 2021, it had considered and discussed the recent outbreak of Avian Influenza, specifically the outbreak at the Waterworks Park.
3.2	The Committee had written to the Minister of Agriculture, Environment and Rural Affairs to highlight and express concern at the delay in providing assistance and advice to the Council

	and also to seek clarity as to what agency was responsible for the welfare of wildlife should further outbreaks occur.
3.3	Accordingly, a response has been received from the Minister. (Appendix 1)
3.4	<u>Financial and Resource Implications</u> None associated with this report.
3.5	<u>Equality or Good Relations Implications/Rural Needs Assessment</u> None associated with this report.
4.0	Appendices - Documents Attached
	Appendix 1 – Response from Minister of Agriculture, Environment and Rural Affairs



Sara Steele
Democratic Services Officer
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Your ref: SS. P&C – 11.01.22
Our ref: CORR-0086-2022
Date: 24 February 2022

Dear Sara

AVIAN INFLUENZA WATERWORKS PARK

Thank you for your e-mail of 09 February 2022, in relation to the ongoing outbreak of Highly Pathogenic Avian Influenza (HPAI) and the welfare of wildlife in Belfast Waterworks Park.

Since the first confirmed case in this current outbreak of Avian Influenza in Northern Ireland, my Department has been working closely with the Public Health Agency to communicate up to date and informed advice to the public and to veterinary practices. The Public Health Agency has advised that human infections with Avian Influenza are rare as the disease is primarily one of birds; and that the risk to the general public's health is very low.

DAERA officials have also been working closely with the local councils, in particular Belfast City Council (BCC), with whom we met on Thursday 9 December in relation to this matter and to discuss the ongoing Avian Influenza outbreak across Northern Ireland. A further meeting was held with all councils and a wide range of public bodies and in conjunction with the Public Health Agency, on Wednesday 15 December 2021 to discuss the advice and guidance on dealing with the issue of sick, dying or dead wild birds on their land.

Since then, a new Avian Influenza Hub has been developed including a section on wild birds and public advice. This can be found on the DAERA website at the following link:

<https://www.daera-ni.gov.uk/articles/wild-birds-and-advice-public>

My Department conducts Avian Influenza (AI) surveillance of dead wild birds submitted following reports from members of the public. Officials collect some of these birds and test them to help understand how the disease is distributed geographically and the species affected. Dead wild waterfowl (swans, geese or ducks) or other dead wild birds, such as gulls or birds of prey, should be reported to the DAERA Helpline (Tel: 0300 200 7840).



Where dead wild birds are not required for surveillance purposes it is the landowner's responsibility to safely dispose of their carcasses. In respect of dead wild birds, or indeed any dead wild animal on public land, it is the local authorities' responsibility to safely dispose of the carcasses, as animal by-products.

In order for the Welfare of Animals Act (Northern Ireland) 2011 to apply, animals must be deemed to be "protected animals" in line with section 2 of the Act. In this section, animals are defined as "protected" if they are of a kind which is commonly domesticated in Northern Ireland; or if they are under the control of man; or not living in a wild state. This means that all animals living in a wild state, including wild fowl, do not come under the auspices of the Act. The Northern Ireland legislation is comparable to welfare legislation elsewhere in the UK and in the Republic of Ireland, in that the respective protections under animal welfare legislation do not apply to wild animals.

It should be noted, however, that under the Wildlife (NI) Order 1985 it is an offence for people to kill, injure, or take birds and other animals. More information can be found on the DAERA website: <https://www.daera-ni.gov.uk/articles/wildlife-law>.

Yours sincerely



EDWIN POOTS MLA
Minister of Agriculture, Environment and Rural Affairs





Subject:	Belfast Boxing Strategy Quarterly Update & 2022/2023 Action Plan
Date:	8 March 2022
Reporting Officer:	Ryan Black, Director of Neighbourhood Services
Contact Officer:	Cormac McCann, Lead Officer Community Provision

Restricted Reports	
Is this report restricted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, when will the report become unrestricted?	
After Committee Decision	<input type="checkbox"/>
After Council Decision	<input type="checkbox"/>
Some time in the future	<input type="checkbox"/>
Never	<input type="checkbox"/>

Call-in	
Is the decision eligible for Call-in?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

1.0	Purpose of Report or Summary of main Issues
1.1	This report is to provide an update on progress on implementation of Belfast Boxing Strategy for October to December 2021 (Quarter 3).
2.0	Recommendations
2.1	<p>The Committee is asked to:</p> <ul style="list-style-type: none"> Note the Quarter 3 progress report and the impacts of Covid-19 restrictions on agreed KPIs Approve the 2022-2023 action plan and budget
3.0	Main report
3.1	<p><u>Background</u></p> <p>Council agreed, through the January 2018 Strategic Policy and Resources Committee, to provide £200,000 to the Irish Athletic Boxing Association Ulster Branch (IABA) for delivery of an agreed annual action plan supporting the Belfast Boxing Strategy.</p>

3.2	The IABA provided SP&R with a detailed breakdown of programmes to be delivered under six main areas. Salary – Development Officer and Coaches, Pathways, Events, Coach Education, Club Support, Governance.
3.3	Following this decision the Belfast Boxing Strategy Steering Group has met quarterly, with the most recent meetings held online due to Covid-19 and associated regulations. This Steering Group is chaired by the Director of Neighbourhood Services with Council Officers, IABA Officers and Officials and Co. Antrim Board Officials attending. Small variations to the budget across the six areas have been agreed to assist prioritisation in line with the agreed annual action plan.
	<u>Monitoring</u>
3.4	The Leisure Development Unit works directly with IABA officials to verify reporting on performance and finance and provides detailed reports for discussion at the Steering Group.
	<u>Performance</u>
3.5	Council agreed a total of 37 Indicators with IABA to monitor delivery of the programmes. IABA have complied with reporting requirements and their performance report for 20/21 Quarter 3 is at Appendix 1. As can be noted, achievement of targets in-year to date have continued to be significantly impacted by Covid-19 regulations and restrictions as imposed by NI Executive. However as Covid Restrictions have been eased many previously deferred programmes will now take place within Quarter 4. IABA have provided narrative against each of the KPIs to describe progress against each indicator and have advised that Covid restrictions to date will prevent some of the targets from being achieved at year end.
3.6	Much of the focus in terms of method of delivery has changed and a large number of participants have been able to avail of online training and workshops for both committee members and coaches, as well as delivering online workout sessions, supporting clubs with accreditation or reaccreditation, as well as with funding applications and providing ongoing advice and support.
	<u>22/23 Action Plan</u>
3.7	In line with normal process the IABA have developed their programme action plan relating to 22/23 (copy attached at Appendix 2 which outlines the key programmes, initiatives and planned targets for the next year.

3.8	<p><u>Financial & Resource Implications</u></p> <p>A total of £200,000 is available within the current financial year to support the Action Plan. It is likely that the full budget will be expended for 2021 – 2022 . For the 2022 – 2023 action plan, an amount of £200,000 is allocated within existing estimates</p>
3.9	<p><u>Equality or Good Relations Implications/Rural Needs Implications</u></p> <p>The strategy was equality screened in line with the Council's equality process. The screening showed that there were potential adverse impacts on a number of groups including females and people with a disability and mitigating actions were added to the strategy. Members agreed that an equality screening be undertaken prior to a decision being made in relation to funding for 19/20. Officers have finalised this screening and the initial findings show that progress has been made in increasing the participation of underrepresented groups and this has been reported separately through the Strategic Policy and Resources Committee. The IABA continue to target underrepresented groups in its delivery of the 21/22 programme and the proposed 22/23 with particular focus on the events, online activities and non-contact programme.</p>
4.0	Appendices – Documents Attached
	<p>Appendix 1 - IABA 2021-2022 Q3 Performance Report</p> <p>Appendix 2 - 2022 – 2023 Action Plan</p>

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Boxing Strategy KPI Report 21-22 Q3

To have an effective efficient Pathway to engage and nurture talent within Belfast

KPI	Description	Female	Male	Total	Office Use Only	Commentary
1.1	Run talent ID testing for 3 Belfast squads	0	0	0		Competitions recommenced in October and from this the first squad was chosen to travel to Galway 18-19th December to box an intercounty match.
1.2	Run 3 talent squads in Belfast	0	0	0		Competitions recommenced in October and from this the first squad was chosen to travel to Galway 18-19th December to box an intercounty match.
1.3	Run competitive opportunities for Belfast talent squads	0	10	10		Competitions recommenced in October and from this the first squad was chosen to travel to Galway 18-19th December to box an intercounty match.
1.4	Number of boxers on Elite gym membership	0	0	0		Still awaiting further update from GLL
1.5	Number of boxers obtaining support for sport	0	0	0		5 boxers awarded Mary Peter funding from the 6 applied in Q2
2.1	30 clubs at volunteer education event			0		We hope to run this in Q4 when larger gatherings are
2.2	30 clubs at volunteer recognition event			0		We hope to run this in Q4 when larger gatherings are
3.1	10 officials trained on scoring system	0	0	0		Achieved in Q2
3.2	20 new referees and judges trained	0	0	0		No new R&J courses have been sanctioned by sport
3.3	20 committee members trained on best practice	0	0	0		
To recruit, train and sustain active coaches within Belfast						

4.1	5 coaches receive talent coach training and mentoring	1	4	5		Ongoing work with talented coaches. Camp in Belfast Halloween weekend which was attended by all coaches.
4.2	20 new grassroots coaches trained	0	0	0		No coaching courses have been approved for delivery by sport ireland yet.
4.3	50 new people accessing online resources	0	3	3		Tullycarnet now affiliated and 3 of their committee sat through the affiliation video and got zoom assistance.
4.4	Increase the number of female coaches - EBA2020	0		0		No coaching courses have been approved for delivery by sport ireland yet.
4.5	5 clubs trained on inclusive boxing module			0		Disability Sport Need to meet in person to do this and will hopefully meet soon as currently working from home.
To grow and sustain club membership within Belfast						
5.1	120 participants at come and try it event	32	48	80		Avoneil LC opening day try it event our coaches coached 80 young people from local schools in east belfast which was attended by the lord mayor.
5.2	1200 pupils taking part in non contact boxing	389	551	940		Schools included: St Jospehs Secondary School, Holy Cross Boys PS, Finaghy PS, Malone College, St John the Baptist PS, Holy Evangelist PS.

						Come try boxing day at Brook Leisure Centre attend by 200 pupils from school across the city to include. Hazelwood College, Holy Evangelist PS, St Josephs Secondry School & Holy Cross boys. This was attended by local councillor Danny Baker.
5.3	120 participants at Belfast Day of Boxing	80	120	200		
5.4.1	2 new clubs availing of seeding grant			1		Sacred Heart Boxing Club
5.4.2	4 clubs obtaining equipment grants			0		
5.4.3	22 clubs obtaining membership growth			29		Albert Foundry Ardoyne Holy Cross BC Ballysillan Boxing Club Cairnlodge BC Corpus Christi ABC Dockers BC Kronk BC Ledley Hall Ligoneil BC Newington BC Oliver Plunkett St Agnes BC St Georges BC St John Bosco BC St Michaels BC St Pauls BC Star BC Tullycarnet BC Mc Cullagh's BC Ormeau Road Boxing Club Saints Bc Holy Family GG Immaculata BC Emerald ABC Clonard BC Midland BC Holy Trinity BCSacred Heart Boxing Academy Eastside BC - 29 clubs from across the City recieved club equipment grand aid to assist with the struggles brought about via the covid pandemic

5.4.4	30 clubs deliver Community Partnership - diversionary			0		23 Achieved in Q2 will roll out to clubs that missed mid-
5.5	8 clubs receiving for support for sport grants			0		Achieved in Q2
5.6	180 participants in holiday camps	0	0	0		We hope to run this during mid-term.
5.7	Number of new members in Belfast clubs	26	82	108		new boxers from Belfast Club who received medical cards at the county antrim medical
To promote and sustain good governance standards within Belfast clubs						
6.1	2 clubs to attain clubmark accreditation			0		Meetings with Immaculata & Dockers work ongoing.
6.2	180 participants in good relations programme	0	0	0		We hope to run this during mid term break.
Funding to support competitive local and international events in Belfast						
7.1	Number of local events			2		County Antrim 12's & County Antrim Open Events
7.2	Number of international events			0		County Antrim 12's & County Antrim Open Events
7.3	Number of male competitors		405	405		County Antrim 12's & County Antrim Open Events
7.4	Number of female competitors		39	39		County Antrim 12's & County Antrim Open Events
7.5	Number of visiting competitors		147	147		County Antrim 12's & County Antrim Open Events
7.6	Number of Belfast competitors		258	258		County Antrim 12's & County Antrim Open Events
7.7	Number of visiting officials		6	6		County Antrim 12's & County Antrim Open Events
7.8	Number of Belfast officials		14	14		County Antrim 12's & County Antrim Open Events

Belfast Boxing Strategy 2022-2023 Plan

SUMMARY OF STRATEGIC CHALLENGES, AIMS AND KPIS

Strategic Challenge	Pathways	Coach Education	Club Development and Grassroots	Governance
Strategic Aims	1.0 To have an effective efficient Pathway to engage and nurture talent within Belfast 2.0 To recruit, train and sustain active volunteers, who are trained to best practice standards within Belfast 3.0 To recruit, train and sustain active officials, who are trained to the highest standards within Belfast 7.0 Events Schedule and Numbers.	4.0 To recruit, train and sustain active coaches, who are trained to the highest standards within Belfast	5.0 To grow and sustain club membership within Belfast	6.0 To promote and sustain good governance standards within Belfast boxing clubs.
KPI'S	1.1/1.2 - To run 2/3 talent squads in Belfast 1.3 - To run competitive opportunities for Belfast talent squads 1.4 -To monitor numbers of boxers getting free elite gym membership 1.5 – 6 talented boxers obtaining outside funding 2.1 - 1 volunteer education event with 32 clubs represented 2.2 - 1 volunteer recognition event with 32 clubs represented 3.1 -Officials to receive training in line with world standards and systems. 3.2 - 20 new referees and judges per year 3.3 - Training for volunteers/committee members in line with best practice skills and procedures. 7.1 – 8 Local Events per year 7.2 – 2 International Events per year 7.3 – 150 male competitors 7.4 – 50 Female competitors 7.5 – 50 visiting competitors 7.6 – 150 Belfast competitors 7.7 - 5 visiting officials 7.8 – 15 Belfast officials	4.1 -5 coaches to received talented coach bespoke training and mentoring 4.2 -20 new coaches to be trained each year 4.3 - 50 people accessing online coaching area to be updated on a regular basis. 4.4 - Increase the number of female coaches across the city 7 new female coaches. 4.5 - All clubs to receive personalised toolkit with 10 of clubs to be trained up and appoint a mental health champion 4.6- Inclusive boxing module to be rolled out to clubs and volunteers. 5 clubs to participate.	5.1 - 160 participants at come and try it event 5.2- 1600 pupils to take part in non-contact boxing 5.3 -160 participants at Belfast boxing open day (should restrictions allow this) 5.4.1 -No. of new clubs to be developed per year and to avail of seeding grant- target 2 5.4.2- No. of clubs to obtain equipment grants per year- target of 4 5.4.3 -No of clubs to obtain-membership growth grant- target of 22. 5.4.4 - Online Membership retention / community Partnership 5.5 - 50 of new members to boxing within Belfast. 5.4 -32 of clubs availing of the grant aid above. 5.6 - 15 clubs to Belfast City Council Community Support Funding 5.7 -180 participants on holiday camps per annum	6.1 -3 clubs to attain Club mark accreditation or 8 - 10reaccreditation per year 6.2 - Delivery of good relations programme to 180 participants within the holiday camps.
Budgets	£21,500- Pathways & £42,000- Events	£13,000	£21,000	£4,000
Salaries				£98,500
Total				£200,000

**** All plans may be subject to change depending on Government advice with regards to COVID-19****

Belfast Boxing Strategy 2022-2023 Plan

STRATEGIC CHALLENGE NUMBER 1: PATHWAYS- FROM GRASSROOTS- TALENT-ELITE (BOXERS, VOLUNTEERS AND OFFICIALS)

1.0 Aim				
1.0 To have an effective, efficient pathway at all levels of boxing within Belfast, helping to engage and nurture talent.				
Action	KPI	Partners, Roles and Responsibilities	Target Audience	Resource/Budget/eligible cost
<p>1.1 To provide talent squads within Belfast at a range of age groups, linking into the IABA performance pathway and talent ID Testing.</p> <p>Page 160</p>	<p>To run talent ID Testing to select boxers for the following talent squads.</p> <p>Boy 1,2& 3 (11-14) x 2 (Novice Boys 0-6 bouts & Open Class boys 6+ Bouts)</p> <p>Girl 1,2& 3(11-14)</p> <p>Also, to link in with UHP camps in which Belfast Boxers will be part of also.</p>	<p>IABA Assistant HP Coach in Ulster will train all talented coaches taking the talent squad training sessions in the assessment and talent ID process.</p> <p>All Squads will also be tested in line with similar tests carried out for senior elite athletes within the Ulster High Performance System, this way exposing young boxers to HP System and likely fitness and training tests from a younger age.</p>	<p>All Belfast Clubs who cater for the following age groups:</p> <p>Boy 1,2& 3 (11-14) x 2 (Novice Boys 0-6 bouts & Open Class boys 6+ Bouts)</p> <p>Girl 1,2& 3(11-14)</p>	<p>IABA Staff time – Assistant High-Performance Coach</p> <p>Belfast City Council Funds requested for coaching costs of talented coaches for testing process and venue hire. Costs related to Talent camps coaching, accommodation/ Travel.</p>
<p>1.2 To run talent squads within Belfast for the following age groups.</p> <p>Boy 1,2& 3 (11-14) x 2 (Novice Boys 0-6 bouts & Open Class boys 6+ Bouts)</p> <p>Girl 1,2& 3(11-14)</p>	<p>1.2 To run talent squads within Belfast for the following age groups.</p> <p>Boy 1,2& 3 (11-14) x 2 (Novice Boys 0-6 bouts & Open Class boys 6+ Bouts)</p> <p>Girl 1,2& 3(11-14)</p>	<p>IABA High Performance Coach will oversee the design of the programme. In addition to his staff time, we will also ensure that the IABA Assistant High-Performance Coach takes some sessions for the talented coaches who will deliver the squad training. The Assistant HP Coach in Ulster will mentor the coaches taking the talent squad training sessions.</p> <p>All Squads will also be brought up to the High-Performance Unit in UUJ to take part in a session with the High-Performance Coach.</p>	<p>All Belfast Clubs who cater for the following age groups:</p> <p>Boy 1,2& 3 (11-14) x Open Class boys 6+ Bouts)</p> <p>Girl 1,2& 3(11-14)</p>	<p>IABA Staff time – High Performance Coach and Assistant High-Performance Coach</p> <p>Belfast City Council Funds requested for coaching costs of talented coaches Venue Hire and appropriate equipment, refreshments for coaches involved.</p>

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Belfast Boxing Strategy 2022-2023 Plan

1.0 Aim	1.0 To have an effective, efficient pathway at all levels of boxing within Belfast, helping to engage and nurture talent. - continued			
Action	KPI	Action	Target Audience	Resource/Budget/eligible cost
1.3 To provide an end competition for the talent squads to compete against other county teams	To run 2-3 competitions/competitive opportunities for the young boxers to showcase their talent and to demonstrate their progression since being on the talent squad programme. These will be inter county match ups against other County's which we expect 5-10 Belfast Boxers Per event.	The CAB representatives will arrange a county competition within a Belfast venue and will provide referee/judges and table officials. Belfast City Council employees to book the mayor and the chair of the people and communities committee to attend the event and present medals and a short speech. BCC Marketing staff to provide PR support to gather local press and media coverage and interest.	Boy 1,2& 3 (11-14) x 2 (Novice Boys 0-6 bouts & Open Class boys 6+ Bouts) Girl 1,2& 3(11-14)	CAB Volunteer time to organise, run and administer the county competition/competitive opp's. Belfast City Council Funds requested for Venue Hire, officials' fees, and purchase of medals for participants- approximately.
1.4 Free Gym Membership for Elite Performers	Numbers of Boxers successful in obtaining free membership per year. 3 per year	BCC to provide details of the scheme to the steering group Steering group will be responsible for distributing and communicating widely the scheme and its criteria. IABA staff can help boxers fill out forms if necessary	All National champions and Ulster and Antrim Champion boxers	IABA Staff to distribute and promote Free Gym membership through GLL Scheme to the Ulster HP Unit and any talented boxers in Belfast. - No cost aside from staff time
1.5 Promote individual talents boxers' grants	6 Numbers of Boxers successful in obtaining grant aid per year. (Mary Peters trust, GLL foundation, HP Athlete Support Scheme).	BCC to provide details of the scheme to the steering group IABA Performance Pathways committee will be responsible to distribute and communicate widely the scheme and its criteria to all boxers within the HP Unit. IABA staff can help assist boxers fill out forms if necessary	All National champions and Ulster and Antrim Champion boxers	IABA Staff to distribute and promote grant aid schemes to the Ulster HP Unit and any talented boxers in Belfast No cost aside from staff time

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Belfast Boxing Strategy 2022-2023 Plan

2.0 To recruit, train and sustain active volunteers, who are trained to best practice standards within Belfast				
Aim	KPI	Partners, Roles and Responsibilities	Target Audience	Resource/Budget/eligible cost
<p>2.1 To support the delivery of an IABA led volunteer education event made for boxing clubs in Belfast.</p>	<p>1 event to be delivered per year- targeting 40 participants from the 32 clubs across the city delivered by March 2023.</p>	<p>IABA to provide expertise of Club Development Officer within Ulster, Operations Manager and IABA Health and Safety Officer and Child Protection Officer to deliver a volunteer education and training event within Belfast</p> <p>IABA will also provide the Workforce Development Officer to run and administer the organisation each year.</p> <p>Possible topics and workshops to be included:</p> <ul style="list-style-type: none"> • Health and safety of club facilities • Mental Health and Wellbeing workshop • New IABA Policies and procedures • Good Relations Training and update • Fundraising, Grant aid and sponsorship • Affiliation procedures • Volunteer committee roles and responsibilities • Committee Skills • Examples and workshops providing examples of best practice Community outreach programmes such as: boxing for fitness, mental health and well-being programmes, rehabilitation programmes for offenders. 	<p>All 32 Belfast based clubs' representatives to attend.</p> <p>New Clubs under development.</p> <p>Clubs Outside Belfast could attend at a cost.</p>	<p>IABA Staff time – Club Dev, Operations Manager, H&S Officer and CP Officer and Workforce Officer</p> <p>Belfast City Council Funds could be used for this if based in Belfast, however this could possibly be funding from other sources outside of Belfast. But we would like flexibility to host in BCC and to help cover BCC club costs if required.</p> <p>Clubs Outside Belfast could attend at a cost.</p>

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Belfast Boxing Strategy 2022-2023 Plan

BCC- to provide Girdwood Venue through GLL. If this is not possible, we would seek to hire a Belfast Hotel venue

		BCC- to provide Girdwood Venue through GLL. If this is not possible, we would seek to hire a Belfast Hotel venue		
Aim	2.0 To recruit, train and sustain active volunteers, who are trained to best practice standards within Belfast – continued			
Action	KPI	Action	Target Audience	Resource/Budget/eligible cost
2.2 To host a volunteer recognition event, to help sustain the level of volunteering within the sport.	1 event to be delivered per year- targeting 30 participants from our 32 and clubs delivered by March 2023.	<p>IABA to provide expertise of the Operations Manager to design, run and deliver a volunteer recognition event within Belfast</p> <p>IABA will also provide the time of all other staff Offices on the evening to run and administer the organisation of the event each year.</p> <p>Belfast City Council to book Mayor and Chairperson of the People and Communities Committee each year to speak and present prizes at the event.</p> <p>BCC Marketing and PR support from the media team within BCC, to help attract local press coverage.</p> <p>Independent committee to adjudicate on the entries. Operations Manager to draw up full categories and entry forms etc.</p> <p>IABA Ulster Staff to work with CAB to organise and administrate the event.</p>	All 32 Belfast based clubs' representatives to attend.	<p>IABA Operations Manager Staff Time</p> <p>Independent Committee</p> <p>BCC Mayor and Chairperson of People and Communities Committee – Time at the event for short speech and presentation of a prize each.</p> <p>BBC Funds requested for marketing materials, venue hire, presenter costs and volunteer recognition certificates/trophies/awards/ Venue Hire/ Refreshments.</p>

Aim	3.0 To recruit, train and sustain active officials, who are qualified to the highest standards within Belfast.			
Action	KPI	Partners, Roles and Responsibilities	Target Audience	Resource/Budget/eligible cost
3.1 Officials to receive training in line with world standards and systems.	1 scoring/event official course per year- 10 newly trained officials per year. 10% will be females	IABA will also provide the Workforce Development Officer to run and administer the administration for the programme each year	New aspiring referees/judges aged 18+	Belfast City Council Funds to cover cost of running course to include venue hire, hospitality, tutor costs.
3.2 To deliver grassroots refereeing, judging		CAB will advertise, market and promote these opportunities to its affiliated members. CAB will also	Current Clubs without referee/judges New Clubs under development	

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Belfast Boxing Strategy 2022-2023 Plan

qualifications and table officials. 3.3 to Train committee members on best practice.	Delivery of 1 referee & judging course- 20 new referees by 31 st March each year. 10% will be females. Delivery of committee courses/training throughout the year to improve club governance.	identify clubs who may not have qualified referees and judges within their clubs. UBC will also provide Referee Tutors to run the Level 1 and Level 2 referee and judging qualifications	Clubs looking to run club events and tournaments Link in some of the aspects of the club mark scheme to help clubs improve governance.	officials and for new computerised scoring system.
Aim	7.0 Funding to support competitive local and international events in Belfast			
Action	KPI	Partners, Roles and Responsibilities	Target Audience	Resource/Budget/eligible cost
7.1 – Local Events per year 7.2 – International Events per year 7.3 – male competitors 7.4 – Female competitors 7.5 – visiting competitors 7.6 – Belfast competitors 7.7 – visiting officials 7.8 – Belfast officials	To deliver the number of events, competitors, and official opportunities in the events plan. 8 Local Events per year 2 International Events per year 150 male competitors 50 Female competitors 50 visiting competitors 150 Belfast competitors 5 visiting officials 15 Belfast officials	Through the CAB and Boxing Development Officer liaising together venues across the city will be used to host events & competitive opportunities for both boxers and officials across the city as well as inviting in a range of competition from across the County, Province, Continent	All Belfast Based clubs, boxers, and officials.	BCC funds will be used to host the events and consume the costs agreed in the events plan.

STRATEGIC CHALLENGE NUMBER 2: COACH EDUCATION AND DEVELOPMENT

Aim	4.0 To recruit, train and sustain active coaches, who are qualified to the highest standards within Belfast.			
Action	KPI	Partners, Roles and Responsibilities	Target Audience	Resource/Budget/eligible cost

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Belfast Boxing Strategy 2022-2023 Plan

4.1 To support the delivery of an IABA led Coach education programme for talented coaches within Belfast	To work with 5 coaches per year delivering a bespoke education programme by 31 st March each year	IABA to provide expertise of Assistant HPC within Ulster and the performance pathways committee to help identify talented coaches within Belfast to take part in the programme. IABA will also provide the Workforce Development Officer to run and administer the administration for the programme each year.	Identified Level 1 and Level 2 Coaches, actively coaching in Belfast, identified by the Ulster HP Coach as potentially talented coaches with ability to progress to national and international coaching.	IABA Staff time and committee members time -HP Coach Ulster, performance pathways committee and Workforce Officer Belfast City Council Funds to cover cost of running course to include venue hire, hospitality, tutor costs.
4.2 To Support the delivery of grassroots boxing qualifications- i.e., level 1	20 new coaches by 31 st March each year.10% will be female.	IABA Workforce Development Officer to run and administer the programme each year CAB will advertise, market and promote these opportunities to its affiliated members. CAB will also identify clubs who may be either under or over capacity regards coaching-members ratios. CAB will also provide Coaching Tutors to run the Level 1 qualifications.	New aspiring coaches aged 18 + Current Clubs who's carrying capacity is exceeding their number of qualified coaches Clubs looking to set up new sections to their clubs; e.g. female section, over 50's health and well-being etc	Belfast City Council Funds to cover cost of running course to include venue hire, hospitality, tutor costs.
4.3 To update online Coaching / volunteer resources and inform clubs of updates.	Area to be updated on a regular basis with up to 50 new participants accessing the online resources area per year target by 31 st March 2023.	IABA will also provide the Workforce Development Officer who will liaise with the other development officers, HP coaches and CAB to provide a range of online learning opportunities to clubs / volunteers.	A wide range of coaches from grassroots up to talented coach level.	This has now been launched and we will continue to update the online learning areas & social media pages with constant updates and learning ops.
4.4 To increase the number of female coaches in Belfast	To ensure that all coaching courses that are ran throughout the city have female representation. 10% of course ran will have new female coaches.	IABA will utilise the strategy to help increase the number of female coaches in Belfast. Our Workforce Development Officer will work closely with the Belfast Development officer on assuring designated spots on course for females.	Parents of female boxers, female boxers themselves, youth and school groups, Women's groups etc- all in a bid to actively target females to become coaches.	BCC Funds and IABA Funds- no additional funds required.
4.5 To work alongside mental health providers to generate a boxing specific tool kit and train	We will work with TAMHI and other providers to design a toolkit for every club and run training and	IABA will also provide the Workforce Development Officer who will organise with each club the training / webinar sessions that will be delivered by professionals to each individual club.	A wide range of coaches from grassroots up to talented coach level.	Belfast City Council Funds requested for design of toolkit and to bring in providers to

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Belfast Boxing Strategy 2022-2023 Plan

clubs up in mental health and wellbeing awareness	webinars with each club where we will encourage clubs to appoint a mental health champion. 10 clubs in first year.			deliver training and workshops with clubs.
4.6- Inclusive boxing module to be rolled out to clubs and volunteers	To roll out our designed inclusive boxing module to clubs' yet to go through the training. Also, to complete classroom-based session with clubs who complete part 1 online. 5 clubs.	IABA will provide the Workforce Development officer who will work with the Boxing Development Officer to set a date for training and to engage with clubs.	Coaches, Committee, Parents and Boxers.	Belfast City Council Funds Requested for room hire, refreshments and tutor costs.

STRATEGIC CHALLENGE NUMBER 3: Club Support and Grassroots Development

5.0 To grow and sustain club membership within Belfast				
Aim	KPI's	Partners, Roles and Responsibilities	Target Audience	Resource/Budget/eligible cost
5.1 To hold come and try it events in collaboration with BCC sports development initiatives	160 pupils. 10% will be from underrepresented areas of the sport	IABA to organise and arrange schools come and try it events in conjunction with CAB. 2 Community Based coaches to run the event IABA Development Officer to arrange BCC to fund and promote event as BCC Event, BCC Media and PR Team to help get good local press coverage.	Females Children and young people, schools, people with disabilities and people from areas of deprivation.	2X Community Based Boxing Coach-salary cost Venue Hire, additional coaches to deal with capacity and marketing and advertising info and hire o ring etc if necessary
5.2 Continue to run non-contact boxing sessions in schools	1600 10% will be from underrepresented areas of the sport	IABA Development officer to organise and arrange non-contact sessions within schools 2 Community Based coaches to run sessions BCC to fund and promote schools' sessions. BCC Media and PR Team to help do a media launch for schools' sessions and get good local press coverage.	Females Children and young people, schools, people with disabilities and people from areas of deprivation.	2X Community Based Boxing Coach- £23,000(salaries) Equipment to be purchased for new coach to conduct the duties of the role.
5.3 Host Belfast Boxing Open Day for individuals and groups who would traditionally not be involved in boxing.	160 participants 10% will be from underrepresented areas of the sport	IABA to organise and arrange with residents' groups, community groups and youth groups to come and try it events in conjunction with CAB. 2 Community Based coaches to run the event	Females Children and young people, schools, people with disabilities and	2X Community Based Boxing Coach salary BCC to provide Venue Hire within own budgets.

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		IABA Development Officer to arrange BCC to fund and promote event as BCC Event, BCC Media and PR Team to help get good local press coverage.	people from areas of deprivation.	
5.4 Provide start up and or membership growth funding to allow for the development of new clubs or growing club membership across the city. 5.4.1 – New clubs grants 5.4.2 – Equipment grants 5.4.3 – Membership Development Grants	Monitor the growth of membership across Belfast. 2 new clubs. 2 New clubs grants 4 Equipment grants 27 Membership Development Grants	BCC to provide grant aid for seeding grants and equipment grants through the sports development team if possible. The Steering Group committee could help to administer and manage the process if the sports development team cannot administer this process. The levels of funding are minimal with only 2 seeding grants available per year and 4 equipment grants. The committee can devise the application process and scheme if required.	New Boxing Clubs within Belfast	<ul style="list-style-type: none"> Seeding Grants for newly developed clubs or junior sections of senior clubs. Equipment Grants for clubs who can demonstrate the need for equipment for new clubs or existing clubs who have grown or need replacement equipment. Or Membership Development Grants <p>All at a cost of £500 per club to run come and try it event/holiday camps in a bid to increase membership of their clubs.</p> <p>Up to 32 clubs a year x £500. = £16,000 approx.</p>
5.0 To grow and sustain club membership within Belfast - CONTINUED				
Action	KPI's	Action	Target Audience	Resource/Budget/eligible cost
5.5 New members	50 new members within clubs. 10% will be females	To feed new members thorough the school's programme and membership growth programmes into the club environment. Link directly in with the clubs.	Targeting underrepresented groups within the sport	<i>Using initiatives listed above.</i>
5.6 Promote the Belfast City Council Community Support Funding	Encourage 15 clubs to apply per year	IABA Staff to work with clubs to work up applications for Support for sport schemes.	32 Boxing Clubs based in Belfast	N/a No programme costs, only staff time.
5.7 Boxing Holiday Camps	180 participants per year. 10% will be from underrepresented areas of the sport	IABA Staff to arrange and organise Easter and Summer Holiday Camps for Boxing. CAB to provide coaches to aid EBA and Community Coaches. 15 participants per camp x 4 camps per holiday period x 3 holiday periods. Total of 180 participants IABA will administer the booking process.	32 Boxing Clubs based in Belfast, target local schools also.	<i>2X Community Based Boxing Coach- salary</i> Programme Costs- Venue Hire, Coaching Wages for additional coaches, marketing materials to facilitate bookings onto camps.

STRATEGIC CHALLENGE NUMBER 4: GOVERNANCE

**** All plans may be subject to change depending on Government advice with regards to COVID-19****

Belfast Boxing Strategy 2022-2023 Plan

6.0 To promote, improve and sustain good governance standards within Belfast Clubs				
Aim	KPI	Partners, Roles and Responsibilities	Target Audience	Resource/Budget/eligible cost
6.1 To work with Belfast based clubs to achieve club mark	To work with 3 new clubs per year to attain accreditation and 8-10 re-accreditation.	IABA Development Officer to work with clubs to achieve club mark.	All Belfast based clubs	IABA Club Development Officer Staff Time BCC Funds £500 for new accreditation.
6.2 To deliver a good relations programme within Belfast	To deliver a good relations programme to 180 participants per year. 10% will be from underrepresented areas of the sport	IABA Operations Manager to build in Good Relations training into the holiday camps with 180 participants. Designing a bespoke scaled down training programme from what is currently delivered to IABA Members		IABA Staff Tie- Operations Manager over oversees Good Relations and Equality issues and programmes. IABA Good Relations bespoke Training Course designed for boxing in Ulster. Costs- tutor, venue hire and hospitality and any administration costs.



Subject:	Stadia Community Benefits Initiative
Date:	8 March 2022
Reporting Officer:	Ryan Black Director Neighbourhood Services
Contact Officer:	Cormac McCann, Lead Officer Community Provision

Restricted Reports	
Is this report restricted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, when will the report become unrestricted?	
After Committee Decision	<input type="checkbox"/>
After Council Decision	<input type="checkbox"/>
Some time in the future	<input type="checkbox"/>
Never	<input type="checkbox"/>

Call-in	
Is the decision eligible for Call-in?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

1.0	Purpose of Report or Summary of main Issues
1.1	To advise Committee of progress with the Stadia Community Benefits Initiative (SCBI) and update on the action plan.
2.0	Recommendations
2.1	The Committee is asked to <ul style="list-style-type: none"> Note progress to date.
3.0	Main report
3.1	The Council has been undertaking the Leisure Transformation Programme to renew its Leisure facilities across the City. This Programme has been influenced by the Partnership opportunities presented by the NI Executive Stadia Programme.

3.2	The Council, Department for Communities (DfC) and the Irish Football Association (IFA) have recognised the opportunities presented by the Stadia Programme, have committed to work together to maximise these benefits, and have agreed to establish a Stadium Community Benefits Initiative as part of the Belfast Community Benefits Initiative to implement and deliver agreed objectives including promoting equality, tackling poverty, and tackling social exclusion within the Belfast area.
3.3	In March 2016 the Council, DfC and IFA signed an agreement which sets out their respective commitments to the project. As other major stadia are developed in Belfast it is anticipated that other sports governing bodies shall become parties to the agreement. At its April 2018 meeting People and Communities committee agreed that Council would work with the Gaelic Athletic Association (GAA) within the Stadia Community Benefits Initiative and recognised their significant planned investment in Gaelic Games in the city to support their Gaelfast strategy. GAA activities became fully incorporated into the action plan at the start of financial year 2019-2020, with Gaelfast staff imbedded into the governance structure at Communications Board, Delivery Board, Policy and Performance Board.
3.4	The agreement is for a period of ten years with financial commitment from Council and IFA in place to the end of March 2026. Delivery is managed through monthly meetings of the Delivery Board, which reports quarterly to the Policy and Performance Board. Financial and performance reports will be presented to Council and other partners' Boards as necessary. Formal review of the agreement will be carried out in this financial year in accordance with the requirements to review at years 5 and 10.
3.5	<p>The Policy & Performance Group is responsible for agreeing the Benefits Realisation Plan and associated annual targets. Work was undertaken to ensure the end benefits/outcomes are aligned to partners' strategies. To measure the progress of this the Council and the IFA have developed a range of indicators/intermediate benefits which are monitored through programme delivery:</p> <ul style="list-style-type: none"> a. Number of coaching sessions provided b. Number of coaches engaged in delivering coaching c. Number of sessions improving club governance d. Number of volunteering opportunities e. Participation opportunities for under 16s f. Female participation rates g. Number of people completing skills development programme i. Number of sessions for under-represented groups

	<p>j. Number of sessions for school and youth groups</p> <p>k. Community group usage of stadia</p> <p>l. Number of clubs attaining club-mark</p> <p>m. Educational opportunities</p> <p>o. Number of programmes targeting ASB</p> <p>q. Improved collaborative working</p> <p>r. Number of disabled participants</p> <p>s. Number of older people participating</p>
3.6	<p>Following the completion of a baseline assessment in early 2017, annual work-plans are developed each year. The 2021 – 2022 action plan was developed with a view to delivering a majority of activities using online methods in Q1 and Q2 with some wider face-to-face engagement if possible commencing in Q3 and Q4. The action plan for 2021 – 2022 includes a mixture of sports specific programmes (e.g. National Governing Body specific coach education) and some joint collaborative initiatives delivered by both sporting codes.</p> <p><u>Performance</u></p>
3.7	<p>Programme delivery to date in year 5 (financial year 2021/2022) despite challenges due to Covid restrictions has been successful. Effective advance planning has mitigated covid restrictions and no planned initiatives were postponed during Q1 & Q2. Details of the IFA and GAA specific activities alongside Joint projects are included at appendix 1 and appendix 2 Relaxations in the Covid restrictions has enabled broader engagement in Q3 and a range of activities have recommenced such as collaborative engagement in schools alongside online learning including a sports nutritional workshop. Further joint and sports specific initiatives are planned for Q4 including workshops looking at club funding, female coaching, club ethos, mental health first aid alongside other scheduled engagement programmes.</p> <p><u>Financial Implications</u></p>
3.8	<p>In accordance with the Council's obligations under its DfC Funding Agreement for the Olympia Regeneration Project, the Council has committed a sum of £100,000 per annum for a minimum of ten years, so that a minimum of £1,000,000 is contributed in total to the Project. In relation to current year spend partners have projected full utilisation of the budget across both joint and individual work programmes. Q3 and Q4 spending will utilise Q1 and Q2 reprofiled funds carried over owing to inability to deliver some projects owing to Covid-19.</p>

	<u>Equality or Good Relations Implications/Rural Needs Implications</u>
3.9	There are no additional impacts related to this report.
4.0	Appendices – Documents Attached
	Appendix 1 - Performance Report from IFA (including joint programme information) Appendix 2 - Performance Report from GAA

Intermediate Benefits	Q3 TOTAL	Highlights (key contributors)	YTD TOTAL
a. Number of coaching sessions provided	542		882
b. Number of coaches engaged in delivering coaching	52		170
c. Number of sessions improving club governance	0		2
d. Number of volunteering opportunities	0		40
e. Participation opportunities for under 16s	14096	Handball Club School Link	19800
f. Female participation rates	7048	Handball Club School Link	8124
g. Number of people completing skills development programme			25
i. Number of sessions for under-represented groups	56	ADAPT	116
j. Number of sessions for school and youth groups	542		783
k. Community group usage of stadia	0		0
l. Number of clubs attaining club-mark	0		0
m. Educational opportunities	0		25
o. Number of programmes targeting ASB	0		2
q. Improved collaborative working	7		21
r. Number of disabled participants	200		300
s. Number of older people participating	0		0

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ACTUAL Year to date at end of Q3

Intermediate Benefits	TOTAL	Highlights (key contributors)
a. Number of coaching sessions provided	277	Female Mentor Programme Education Programme
b. Number of coaches engaged in delivering coaching	62	Stars, Mentoring, Street Soccer
c. Number of sessions improving club governance	0	
d. Number of volunteering opportunities	44	Street Soccer Outreach Female Mentor Programme
e. Participation opportunities for under 16s	1633	Female Mentor Programme S Stars
f. Female participation rates	492	Female Mentor Prog. Safeguarding S Stars
g. Number of people completing skills development programme	444	Safeguarding Female Mentor Programme – 20 participants NCC Level 1
i. Number of sessions for under-represented groups	104	Female Mentor Programme Street Soccer Outreach
j. Number of sessions for school and youth groups	193	
k. Community group usage of stadia	66	Safeguarding
l. Number of clubs attaining club-mark	0	
m. Educational opportunities	77	NCC Level 1
o. Number of programmes targeting ASB	6	Street Soccer Outreach
q. Improved collaborative working	24	Female Mentor Programme Street Soccer Outreach
r. Number of disabled participants	12	Street Soccer Outreach
s. Number of older people participating	109	Coach ed and safeguarding

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Subject:	Partner Agreements Update & Rosario Youth Centre request
Date:	8 March 2022
Reporting Officer:	Ryan Black, Director of Neighbourhood Services
Contact Officer:	Cormac McCann, Lead Officer Community Provision

Restricted Reports	
Is this report restricted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, when will the report become unrestricted?	
After Committee Decision	<input type="checkbox"/>
After Council Decision	<input type="checkbox"/>
Some time in the future	<input type="checkbox"/>
Never	<input type="checkbox"/>

Call-in	
Is the decision eligible for Call-in?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

1.0	Purpose of Report or Summary of main Issues
1.1	This report is to provide an update on progress on implementation of Partner Agreements for October 2021-December 2021.
1.2	To advise committee of a request from Rosario YC with regards to extending the existing management arrangements for Ulidia Playing Fields (Appendix 1). This will result in the providing of continued additional financial support, pending the completion of the process to convert the management model of the facility to Community Assets Transfer.
2.0	Recommendations
2.1	<p>The Members of the Committee are asked to</p> <ul style="list-style-type: none"> Note the progress to date at Partner Agreement sites. Agree to continue to provide a maximum financial payment of up to £2,000 per month up to a maximum of £24,000 for staff costs, subject to vouching of fully evidenced expenditure.

3.0	Main report																
	<p>Legal Agreements</p> <p>3.1 Council agreed to enter into Partner Agreements at the following sites with the clubs identified below. The Agreements are for a period of 5 years with option to extend for up to a further two years. The Department has extended all of the Agreements beyond the initial 5 year period and up to March 2023.</p> <table border="1"> <thead> <tr> <th>Location</th><th>Partner</th></tr> </thead> <tbody> <tr> <td>Dixon Playing Fields</td><td>Sirocco Works FC</td></tr> <tr> <td>Alderman Tommy Patton Memorial Park</td><td>East Belfast FC</td></tr> <tr> <td>Woodlands Playing Fields</td><td>Co. Antrim Board GAA</td></tr> <tr> <td>Loughside Playing Fields</td><td>Loughside FC</td></tr> <tr> <td>Shore Road Playing Fields</td><td>Grove United FC</td></tr> <tr> <td>Orangefield Playing Fields</td><td>Bloomfield FC</td></tr> <tr> <td>Ulidia Playing Fields</td><td>Rosario FC</td></tr> </tbody> </table> <p>3.2 Regular checks on the necessary Insurance, Health and Safety and Governance have been completed at all sites. The reporting documents were amended in accordance with audit requirements and sent to partners one month in advance of reporting deadlines. All partners are compliant on these matters.</p> <p>Financial Support to deliver Sports Development Plans</p> <p>3.3 Successful applicants submitted their plans in early 2021 to improve sports development outcomes at each site in the 2021 – 2022 financial year. Funding of up to £20,000 per annum is available for each partner to deliver a programme supporting their Sports Development Plan. Letters of offer to all partners are based on approved sports development plans for the financial year. Partners must submit Sports Development plans annually which are aligned to the financial planning calendar for the incoming year.</p> <p>Monitoring</p> <p>3.4 Given the ongoing Covid19 restrictions the usual end of quarter monitoring meetings have not been held face to face with partners. However parks management and sports development have kept in contact via phone calls for updates on site management and bookings, health and safety, finance and their sports development plan. Action plans are reviewed and agreed with the partners during these discussions to ensure that planned outcomes are achieved and improvements identified where required.</p>	Location	Partner	Dixon Playing Fields	Sirocco Works FC	Alderman Tommy Patton Memorial Park	East Belfast FC	Woodlands Playing Fields	Co. Antrim Board GAA	Loughside Playing Fields	Loughside FC	Shore Road Playing Fields	Grove United FC	Orangefield Playing Fields	Bloomfield FC	Ulidia Playing Fields	Rosario FC
Location	Partner																
Dixon Playing Fields	Sirocco Works FC																
Alderman Tommy Patton Memorial Park	East Belfast FC																
Woodlands Playing Fields	Co. Antrim Board GAA																
Loughside Playing Fields	Loughside FC																
Shore Road Playing Fields	Grove United FC																
Orangefield Playing Fields	Bloomfield FC																
Ulidia Playing Fields	Rosario FC																

3.5

3.6

A. Participation type

B. Participation usage

C. Partnership working

1. Working with Belfast City Council	10
2. Sports Governing Bodies	18
3. Other teams / groups in your sport	15
4. Other teams / groups in different sports	4
5. Community / voluntary groups	9

	<table><tr><td>D. Social value</td><td></td></tr><tr><td>1. Young people at risk</td><td>855</td></tr><tr><td>2.Encourage participation of under- represented groups</td><td>248</td></tr><tr><td>3. Promote positive cross community relations</td><td>140</td></tr><tr><td>4. Promote health and wellbeing in socially deprived communities</td><td>1860</td></tr><tr><td>5. Promote Volunteering skills</td><td>41</td></tr><tr><td>6. Develop skills that will improve employability</td><td>51</td></tr><tr><td></td><td>174</td></tr></table>	D. Social value		1. Young people at risk	855	2.Encourage participation of under- represented groups	248	3. Promote positive cross community relations	140	4. Promote health and wellbeing in socially deprived communities	1860	5. Promote Volunteering skills	41	6. Develop skills that will improve employability	51		174	
D. Social value																		
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5. Promote Volunteering skills	41																	
6. Develop skills that will improve employability	51																	
	174																	
3.7	<p><u>Rosario YC Additional Funding</u></p> <p>At their December 2018 review meeting one of our partner clubs Rosario YC highlighted their concerns that the development of the site to including the new synthetic floodlit pitch required them to operate well beyond their original commitment due to the intensified hourly use, extended opening hours and the move from seasonal to year round programming. They further identified additional risks to site users and in particular control of parking due to higher volumes of traffic which is an outcome of concurrent bookings during the evenings, weekends and outside daylight hours.</p>																	
3.8	<p>They requested that Council provide an additional monthly amount of £2,000 to support them in creating part-time posts to operate the site to Council`s standards for the term of the Partner Agreement.</p>																	
3.9	<p>People and Communities committee approved a maximum amount of £2,000 per month in January 2019 to be effective until the end of March 2020. Subsequent requests have been approved by committee to extend this arrangement until 31 March 2022.</p>																	
3.10	<p>The Club chair wrote to the Leisure Development Manager on 21 January 2022 (see Appendix 1) stating that progress has been made with regards to Community Assets Transfer and requesting that the £2,000 per month payment be continued until the Community Assets Transfer process, which has now commenced has been completed.</p>																	
3.11	<p><u>Financial & Resource Implications</u></p> <p>A total of £140,000 per annum is available within revenue estimates to support annual Sports Development Plans at the Partner Agreement sites.</p>																	

	A maximum of £24,000 for the additional funding for Rosario YC, which is included as part of the departmental estimates for 22/23
3.12	<u>Equality or Good Relations Implications/Rural Needs Implications</u> None.
4.0	Appendices – Documents Attached
	Appendix 1 – Letter of request from Rosario YC

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Paddy McGrattan
Belfast City Council

21/01/2022

Rosario – Uildia Funding 2022 -2023

Paddy

In 2019 -20 The Committee agreed to pay Rosario up to £2000 per month to cover staff costs for the management of Uildia, due to extended hours of operation and other factors. The Committee agreed that the required expenditure could be met from in-year departmental budgets. Last year 2020-21 an extension of this payment was agreed while discussions around the transfer of the asset / long term lease were on-going. This process has been held back as result of the pandemic. However progress has been made and Uildia has been identified as a pilot project for a Community Asset Transfer. We would request that the £2000 per month payment to be continued until this process has been completed.

Regards

Danny

Danny Treacy

Danny Treacy
Chairman
Rosario YFC

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Subject:	Naming of New Park and Sportszone at Divis Back Path
Date:	8 th March 2022
Reporting Officer:	Ryan Black, Director of Neighbourhood Services
Contact Officer:	Alice McGlone, Neighbourhood Integration Manager (West)

Restricted Reports	
Is this report restricted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, when will the report become unrestricted?	
After Committee Decision	<input type="checkbox"/>
After Council Decision	<input type="checkbox"/>
Some time in the future	<input type="checkbox"/>
Never	<input type="checkbox"/>

Call-in	
Is the decision eligible for Call-in?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

1.0	Purpose of Report
1.1	The purpose of the report is for Members to receive feedback on the public consultation which has been undertaken into the proposed names for the Divis Back Path development.
2.0	Recommendations
2.1	The Committee is asked to: <ul style="list-style-type: none"> Approve the name, Páirc an Lonnáin for the new park and sports zone at Divis Back Path
3.0	Main Report
3.1	<p><u>Background</u></p> <p>The Westlink Sports Activity Park (which was its working title for funding purposes) is situated at the Divis “Back Path” area located between the rear of Cullingtree Road and the Westlink. It stretches from Devonshire Place, near Grosvenor Road to land adjacent to the Frank Gillen Centre, near Divis Street. It was opened to the public in early July 2021 following a major £1m development, creating a valuable new asset for residents in this part of the west of the city.</p>

3.2	<p>On 8th December, the People and Communities Committee agreed to consult on two options for the name of the new park. The options agreed were:</p> <ul style="list-style-type: none">- Divis Back Path Park- Páirc an Lonnáin									
3.3	<p>A full public consultation was undertaken using the Council’s Your Say webpage between 11th January 2022 and closing on 15th February 2022.</p>									
3.4	<p>A total of 495 responses were received (illustration below) and the breakdown is as follows:</p> <ul style="list-style-type: none">- Divis Back Path Park: 80 in favour (16%)- Páirc an Lonnáin: 415 in favour (84%) <div><p>Showing 495 of 495 responses</p><p>Q1 Please pick your preferred name for the new park and sports zone at Divis?</p><table><thead><tr><th>Option</th><th>Votes</th><th>Percentage</th></tr></thead><tbody><tr><td>Divis Back Path</td><td>80</td><td>16.2%</td></tr><tr><td>Páirc an Lonnáin (Loney Park)</td><td>415</td><td>83.8%</td></tr></tbody></table></div>	Option	Votes	Percentage	Divis Back Path	80	16.2%	Páirc an Lonnáin (Loney Park)	415	83.8%
Option	Votes	Percentage								
Divis Back Path	80	16.2%								
Páirc an Lonnáin (Loney Park)	415	83.8%								
	<p>Financial & Resource Implications</p>									
3.5	<p>There are no financial or resource implications beyond the CNS departmental budget already in place.</p> <p>Equality or Good Relations Implications/Rural Needs Assessment</p>									
3.6	<p>The chosen name will be screened in line with the Council’s equality process.</p>									
4.0	<p>Appendices – Documents Attached</p>									
	<p>None</p>									



Subject:	Proposal for naming new streets
Date:	8th March, 2022
Reporting Officer:	Ian Harper, Building Control Manager
Contact Officer:	Roisin Adams, Business Coordinator

Restricted Reports	
Is this report restricted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, when will the report become unrestricted?	
After Committee Decision	<input type="checkbox"/>
After Council Decision	<input type="checkbox"/>
Some time in the future	<input type="checkbox"/>
Never	<input type="checkbox"/>

Call-in	
Is the decision eligible for Call-in?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

1.0	Purpose of Report or Summary of main Issues
1.1	To consider an application for the naming of a new street in the City.
2.0	Recommendations
2.1	Based on the information presented, the Committee is required to make a recommendation in respect of an application for naming a new street in the City. The Committee may either: <ul style="list-style-type: none"> Grant the application, or Refuse the application and request that the applicants submit other names for consideration.
3.0	Main report
3.1	<u>Key Issues</u> The power for the Council to name streets is contained in Article 11 of the Local Government (Miscellaneous Provisions) (NI) Order 1995.

3.2	<p>Members are asked to consider the following application for naming a new street in the City. The application particulars are in order and the Royal Mail has no objections to the proposed names. The proposed new names are not contained in the Council’s Streets Register and do not duplicate existing approved street names in the City.</p> <table><tr><th>Proposed Name</th><th>Location</th><th>Applicant</th></tr><tr><td>Kings Hall Lane</td><td>Off Balmoral Avenue, BT9</td><td>Todd Architects</td></tr></table>	Proposed Name	Location	Applicant	Kings Hall Lane	Off Balmoral Avenue, BT9	Todd Architects
Proposed Name	Location	Applicant					
Kings Hall Lane	Off Balmoral Avenue, BT9	Todd Architects					
3.3	<p>Todd Architects have proposed Kings Hall Lane, as their first choice as the new street is located to the rear of the existing Kings Hall. The new street is being developed to include 16 residential apartments. The applicant has proposed Kings Hall Park and Kings Hall Road as the second and third choice as they want to link the new development to the existing Kings Hall.</p>						
3.4	<p><u>Financial & Resource Implications</u></p> <p>There are no Financial, Human Resources, Assets and other implications in this report.</p>						
3.5	<p><u>Equality or Good Relations Implications/Rural Needs Assessment</u></p> <p>There are no direct Equality implications.</p>						
4.0	<p>Appendices – Documents Attached</p>						
	<p>None</p>						



Subject:	Service Level Agreement between the Drinking Water Inspectorate and Belfast City Council with regard to Private Water Supplies
Date:	8 th March 2022
Reporting Officer:	Siobhan Toland, Director City Services
Contact Officer:	Claire O'Neill, Principal Environmental Health Officer

Restricted Reports	
Is this report restricted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, when will the report become unrestricted?	
After Committee Decision	<input type="checkbox"/>
After Council Decision	<input type="checkbox"/>
Some time in the future	<input type="checkbox"/>
Never	<input type="checkbox"/>

Call-in
Is the decision eligible for Call-in? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

1.0	Purpose of Report or Summary of main Issues
1.1	All Councils act as agents for the Drinking Water Inspectorate for Northern Ireland (DWI) by undertaking a monitoring and sampling regime of private water supplies under The Private Water Supplies Regulations (Northern Ireland) 2009 (as amended). The purpose of this report is to ask the Committee to note the updated SLA to enable Councils to provide its services in respect of private drinking water regime.
2.0	Recommendations
2.1	<p>The Committee is invited to:</p> <ul style="list-style-type: none"> Consider and endorse the updated draft Service Level Agreement and authorise the Director of City and Neighbourhood Services to sign the agreement on the Council's behalf.

3.0	Main report						
3.1	The Drinking Water Inspectorate for Northern Ireland (DWI) have reviewed and updated the current service level agreement. This agreement outlines the arrangement between the Drinking Water Inspectorate for Northern Ireland (DWI) and the City and Neighbourhood Service Department of Belfast City Council (CNS), appointed as a competent person, for the purposes of undertaking on behalf of the DWI risk assessments and sampling of private water supplies under The Private Water Supplies Regulations (Northern Ireland) 2009 (as amended).						
3.3	The objectives of the Agreement are to continue the administrative provision under which the Council provides the professional services of council staff in roles where they are acting as agents of the DWI. This arrangement has been in place since 2015 and it enables the Council to provide sampling, risk assessment, and investigatory services, including staff and resources to DWI and to define each party's role, responsibilities and obligations. It also enables the DWI to individually authorise the Council to carry out duties on their behalf. The agreement will be in place for 2 years and then bi-annually subject to a review process.						
3.4	The DWI expect each of the 11 district Councils to have a service level agreement in place to provide this service on their behalf.						
3.5	The updated service level agreement sets out the contractual arrangements for the delivery of this activity includes a new data processing contract between the Council and the Drinking Water Inspectorate (DWI) and the Northern Ireland Environment Agency (NIEA).						
3.6	Belfast City Council staff currently sample and risk assess 11 private water supplies in Belfast on the DWI's behalf. An annual programme of sampling is issued by 31 December each year and the sampling programme frequency is determined risk assessment process.						
	<u>Financial & Resource Implications</u>						
3.7	<p>The DWI have set the following fees for all District Councils:</p> <p>Schedule of fees</p> <table border="1"> <thead> <tr> <th>Activity</th><th>Unit Cost</th></tr> </thead> <tbody> <tr> <td>Scheduled Sample Collection</td><td>£75/sample</td></tr> <tr> <td>Resample Collection (Investigation)</td><td>£75/sample</td></tr> </tbody> </table>	Activity	Unit Cost	Scheduled Sample Collection	£75/sample	Resample Collection (Investigation)	£75/sample
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
3.8	<u>Equality or Good Relations Implications/Rural Needs Implications</u> There are no relevant equality considerations associated with the delivery of the service level agreement.		
4.0	Appendices – Documents Attached		
	Appendix 1 - Draft Service level agreement between the Drinking Water Inspectorate and Belfast City Council.		

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SERVICE LEVEL AGREEMENT

For the provision of services by:

**The Environmental Health Department of
Belfast City Council**

to The Drinking Water Inspectorate for Northern Ireland

BETWEEN:

- (1) Belfast City Council of (City Hall, Belfast , BT 1 5GS) (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 <i>'take effect from'</i> with <i>'replace the current agreement'</i>
		3.2	Insert <i>'including reviews'</i> after <i>'Private Supplies Risk Assessment'</i>
		6.3	Replace <i>'from time to time with the agreement of both Parties'</i> with <i>'in line with the review of this SLA'</i>
		7.1	Replace paragraph
		8.0	Insert <i>'A Data Sharing Agreement will be signed between the parties outlining how the information which is shared is stored and used.'</i>
		11.0	Insert <i>'pandemic'</i>
		Annex A, Page 9: Private Supplies Investigations	Replace paragraph
		Annex B	Updated references to year of Regulations
		Annex C	Replace <i>Updated Schedule of Fees</i>
		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 <i>'2018 and the UK General Data Protection Regulation'</i> after <i>'Data Protection Act'</i> • Replace the wording <i>'A Data Sharing Agreement'</i> with <i>'A Data Processing Contract (Appendix 1).'</i> <p>Insert the word <i>'processed /'</i> before <i>'shared'</i></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 **Belfast City** 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>[Insert the position of relevant authorised person for Belfast City Council]</i>		

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;

- 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> <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:</p> <p>REGULATION 7—RISK ASSESSMENT</p> <p>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)**

1.0	Parties to the Agreement <table border="1" data-bbox="293 197 1495 465"> <tr> <td data-bbox="293 197 932 465"> DAERA, NIEA, Drinking Water Inspectorate, Klondyke Building, Cromac Avenue, Gasworks Business Park, Malone Lower, Belfast, BT7 2JA. (the Data Controller) </td><td data-bbox="932 197 1495 465"> Northern Ireland Councils', Environmental Health Departments (the Data Processor) </td></tr> </table>	DAERA, NIEA, Drinking Water Inspectorate, Klondyke Building, Cromac Avenue, Gasworks Business Park, Malone Lower, Belfast, BT7 2JA. (the Data Controller)	Northern Ireland Councils', Environmental Health Departments (the Data Processor)
DAERA, NIEA, Drinking Water Inspectorate, Klondyke Building, Cromac Avenue, Gasworks Business Park, Malone Lower, Belfast, BT7 2JA. (the Data Controller)	Northern Ireland Councils', Environmental Health Departments (the Data Processor)		
	<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>		
2.0	Introduction <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>		
3.0	Purpose <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 vire 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)

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;

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>

- 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.

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>

	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.
12.0	Security of Processing
12.1	<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>12.2 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;

	<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>

	<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>
<p>15.0</p>	<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>
<p>16.0</p>	<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>

	<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>
17.0	<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>
18.0	<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>
19.0	<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>

Notification of Data Breach by Data Processor to Data Controller

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	



Subject:	Appointment of Public Analysts
Date:	8 th March 2022
Reporting Officer:	Siobhan Toland, Director of City Services
Contact Officer:	Helen Morrissey, City Protection Manager

Restricted Reports	
Is this report restricted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, when will the report become unrestricted?	
After Committee Decision	<input type="checkbox"/>
After Council Decision	<input type="checkbox"/>
Some time in the future	<input type="checkbox"/>
Never	<input type="checkbox"/>

Call-in	
Is the decision eligible for Call-in?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

1.0	Purpose of Report or Summary of main Issues
1.1	Article 27 (1) of the Food Safety (Northern Ireland) Order 1991 requires that the Council appoint one or more persons (Public Analyst(s)) to act as Analyst(s) within the district of the Council.
1.2	Furthermore, the Framework Agreement* (Chapter 2, para 12.8), states that a Council shall ensure that a Food Analyst is appointed to carry out examinations and analyses of food samples. In making these appointments, all relevant legal requirements and Codes of Practice shall be satisfied. * The Framework Agreement on Official Feed and Food Controls by Local Authorities (Amendment 5 April 2010)

2.0	Recommendations
2.1	<p>The Committee is asked to</p> <ul style="list-style-type: none"> • Approve the appointment of the following suitably qualified persons as Public Analysts to the Council under Article 27(1) of the Food Safety (Northern Ireland) Order 1991: <ul style="list-style-type: none"> • Duncan Kenelm Arthur BSc, MChemA, CChem, MRSC • Nigel Kenneth Payne MSc, MChemA, CChem, MRSC • Lilian Emma Jane Downie MChem, MChemA, CChem, MRSC • Michelle Evans BSc, MChemA, CChem, MRSC • Donna Hanks BSc, MChemA, MRSC • Mary Butts MSc, MChemA, MRSC
3.0	Main Report
3.1	<p>The Council has a duty to monitor and ensure compliance with Food Law within its jurisdiction. Sampling and analysis are essential elements of food law regulation. Council Food Safety Officers regularly sample foods and send them for laboratory analysis to verify if they are safe and meet all compositional and labelling requirements. The Council currently analyses approximately 400 samples each year. In the majority of cases, officers use the results of this analysis to work with businesses to secure compliance. In a small number of more serious cases formal action may be taken based on the results in line with the Council's Regulation and Enforcement Policy.</p>
3.2	<p>Article 27 (1) of the Food Safety (NI) Order 1991 requires the Council to appoint suitably qualified persons as Public Analysts within the district to carry out this analytical work and such individuals must meet the qualifications prescribed within the Food Safety (Sampling and Qualifications) Regulations (NI) 2013 as amended.</p>
3.3	<p>On the 20th November 2020, The Strategic Policy and Resources Committee approved the tender exercise for the Public Analytical Services contract with delegated authority issued to the Director of City Services to award the successful contract.</p>
3.4	<p>On 1 April 2021 following a regional procurement exercise, Council awarded a contract to Eurofins Food Testing Ireland Limited to provide this service. This contract runs to the end of March 2023 with an option to extend up to two twelve-month periods at the Council's discretion.</p>

3.5	<p>Eurofins Food Testing Ireland Limited has contacted the Council to request the following persons be appointed as suitably qualified persons.</p> <ul style="list-style-type: none"> • Duncan Kenelm Arthur BSc, MChemA, CChem, MRSC • Nigel Kenneth Payne MSc, MChemA, CChem, MRSC • Lilian Emma Jane Downie MChem, MChemA, CChem, MRSC • Michelle Evans BSc, MChemA, CChem, MRSC • Donna Hanks BSc, MChemA, MRSC • Mary Butts MSc, MChemA, MRSC
3.6	<p>City Services is satisfied that the above persons, who are employed by Eurofins Food Testing Ireland Limited, fulfil the requirements of the Regulations for appointment as Public Analysts on behalf of the Council.</p>
3.7	<p><u>Financial & Resource Implications</u></p> <p>No additional financial resources are envisaged as the cost of public analyst services is allowed for within existing budgets.</p>
3.8	<p><u>Asset and Other Implications</u></p> <p>None</p>
3.9	<p><u>Equality or Good Relations Implications / Rural needs Assessment</u></p> <p>None</p>
4.0	<p>Appendices – Documents Attached</p>
	<p>None</p>

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Subject:	Collaborative working between the Health and Safety Executive for Northern Ireland and District Councils and continuation of funding for a joint Post
Date:	8 th March 2022
Reporting Officer:	Siobhan Toland, Director of City Services
Contact Officer:	Vivienne Donnelly, City Protection Manager

Restricted Reports	
Is this report restricted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, when will the report become unrestricted?	
After Committee Decision	<input type="checkbox"/>
After Council Decision	<input type="checkbox"/>
Some time in the future	<input type="checkbox"/>
Never	<input type="checkbox"/>

Call-in
Is the decision eligible for Call-in? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

1.0	Purpose of Report or Summary of main Issues
1.1	That the Committee confirm support for a 2-year extension to the current contract for the partnership liaison officer (PLO) post until the end of the 2023/2024 financial year to enhance collaborative working between the Health and Safety Executive for Northern Ireland and district councils.
2.0	Recommendations
2.1	The Committee is asked to: <ul style="list-style-type: none"> Approve the continued funding for the H&S PLO post until the end of the 2023/2024 financial year.
3.0	Main report
3.1	The Committee will be aware that the post of Partnership Liaison Officer (PLO) is a joint resource created to ensure the effective partnership working relationships and operational delivery of the

	joint Health and Safety strategy between the local authorities across Northern Ireland and the HSENI. Please see Appendix 1 for H&ES Committee minutes of 3 rd March 2010 providing background to necessity for the post.
3.2	A letter has been received from Lisburn & Castlereagh City Council seeking support from Belfast City Council to continue funding the post (Appendix 2).
	<u>Key Issues</u>
3.3	The post has been of significant benefit to Councils by providing a point of contact between The Executive Office and other statutory agencies dealing with the global pandemic. It has afforded Officers from the 11 Councils to filter information, co-ordinate advice in relation to the Covid regulations, share data, best practice and statistics. This post provided a role in terms of influencing the content of the regulations on behalf of Councils with the Executive Office which eased the burden for Councils as the Covid regulations were changing at pace bringing new challenges with each update in terms of interpretation and enforcement.
3.4	Now that the Covid restrictions are easing, the PLO will continue to build on the partnerships between HSENI and Councils to deliver the required Health and Safety needs across the Province in a co-ordinated manner.
3.5	<p>The main purpose of the Partnership Liaison Officer is to:</p> <ul style="list-style-type: none"> • Assist in the continuing development and implementation of the Strategic Framework for Partnership Working by building effective working relationships and processes. • Co-ordinate the delivery of specific aspects of partnership arrangements such as joint planning, joint enforcement initiatives and campaigns, joint training and innovative ways of targeting resources more effectively. • Monitor the output of these defined areas of joint work. • Liaise with district councils and their representative bodies and partners on issues relating to workplace health and safety and provide a district council perspective on the Partnership Team. • Support district councils in meeting their partnership commitments, particularly when developing business plans etc. • Act as an effective communication channel between District Councils and HSENI. • Ensure that district council interests are fed into the joint planning processes.
3.6	<p>All 12 partners (11 Councils and HSENI) are committed to the post;</p> <ul style="list-style-type: none"> • Costs associated with the post must be divided equally amongst the 12 partners.

	<ul style="list-style-type: none"> • HSENI will continue to host the PLO in Ladas Drive and give day-to-day management support. • Lisburn & Castlereagh City Council will continue to be the employing authority and recover costs as before. • A review of the effectiveness of the PLO will be conducted in the second year to inform whether the post should continue and if so in what form. <p><u>Financial & Resource Implications</u></p>
3.7	<p>Belfast City Council's contribution to the funding of this post will be £4000 per annum which is included within existing budget. There are no human resource implications as Lisburn & Castlereagh City Council will continue to be the employing authority and recover costs from the 10 partner Councils.</p> <p><u>Asset and Other Implications</u></p>
3.8	None
	<u>Equality or Good Relations Implications/ Rural Needs Assessment</u>
3.9	None.
4.0	Appendices – Documents Attached
	<p>Appendix 1 - HES Committee 3rd March 2010 providing background to necessity for PLO post</p> <p>Appendix 2 - Letter from L&CC (Employing Council) requesting support for continued funding of PLO post</p>

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Belfast City Council

Report to:	Health and Environmental Services Committee
Subject:	Improved Partnership Arrangements between the Health and Safety Executive for Northern Ireland and District Councils
Date:	3rd March, 2010
Reporting Officer:	Suzanne Wylie, Head of Environmental Health, ext 3281
Contact Officer:	Valerie Brown, Environmental Health Manager, ext 3301

Relevant Background Information

The Health and Safety Executive for Northern Ireland (HSENI) and the 26 district councils share responsibility for securing workplace health and safety standards in Northern Ireland. They apply similar legislation in different business sectors, with district councils being responsible for enforcement across the service, retail and entertainment sectors. It is imperative therefore that the respective work programmes of HSENI and district councils are complementary and that common goals and objectives are shared.

In June 2000, the Health and Safety Executive/Local Authority Liaison Committee for Northern Ireland (HELANI) was established as a HSENI Board Committee, and it has endeavoured over the years to provide strategic direction and focus for district councils in the production of realistic and targeted operational plans. In recent years however the partnership arrangements between HSENI and district councils have not been particularly effective, mainly due to changing circumstances and structures and it was considered that a review of the partnership should be carried out.

It was agreed that future collaborative working would be based on the principle of making the best use of respective strengths and applying collective resources in the most effective way to raise workplace health and safety standards across Northern Ireland and to improve the overall economic and social wellbeing of our community.

In a report to the Health and Environmental Services Committee in April 2009, a set of proposals for new partnership arrangements was outlined. These proposals included a statement of intent and an agreed joint strategic framework incorporating a set of guiding principles for the health and safety regulatory system in Northern Ireland. *Copies of both these documents have been attached.*

The statement of intent sets out 3 main commitments:

- Agree a joint strategic framework that identifies a set of guiding principles for the health and safety regulatory system in Northern Ireland;
- Work together to develop arrangements that will embed and deliver closer partnership working;
- Introduce a system that will facilitate effective joint planning and delivery at all levels between HSENI and district councils.

The Committee agreed that the Council should endorse the proposed working arrangements with HSENI and the statement of intent and strategic framework were signed by the Chief Executive on behalf of the Council in May 2009.

Key Issues

The economic and social significance of improving workplace health and safety standards in terms of reducing the number of workplace accidents, reducing absenteeism and getting people back into work creates a compelling argument for HSENI and district councils to work together in developing cohesive and complementary planning arrangements and in applying collective resources in the most effective way to raise workplace health and safety standards across Northern Ireland.

However, to ensure progress in the implementation of these arrangements it is vital that a mechanism is put in place to actually bring about the achievement of the strategic framework's guiding principles and values. Ultimately the intention is to develop a single health and safety strategy for Northern Ireland come 2011.

Work has started on the development of a new single strategy which will set out a 'blueprint' for health and safety regulation in Northern Ireland. The operational plans of HSENI and the district councils will align with the goals that are set down within it. This will enable employers, employees, safety representatives and members of the public to have a clear understanding of the role of HSENI and district councils as health and safety regulators and the role that they themselves have in ensuring that Northern Ireland is a safe and healthy place to work.

Partnership working will lie at the heart of this overarching strategy as it is intended that the improved joint working arrangements will help to overcome a number of issues and challenges that currently exist within the regulatory system in Northern Ireland and will enable all health and safety regulators to work together more effectively in tackling both regional and local workplace health and safety priorities.

HSENI has already committed resource to developing the partnership by restructuring its Local Authority Unit to form a Partnership Team, comprising a Partnership Manager and a Partnership Officer, both at a senior level within the organisation. It is also prepared to invest in 50% of the cost of a Partnership Liaison Officer post on the basis of the 26 district councils providing the remaining 50%.

The main purpose of the Partnership Liaison Officer post will be to:

- Assist in the continuing development and implementation of the Strategic Framework for Partnership Working by building effective working relationships and processes;
- Co-ordinate the delivery of specific aspects of partnership arrangements such as joint planning, joint enforcement initiatives and campaigns, joint training and innovative ways of targeting resources more effectively;
- Monitor the output of these defined areas of joint work;
- Liaise with district councils and their representative bodies and partners on issues relating to workplace health and safety and provide a district council perspective on the Partnership Team;
- Support district councils in meeting their partnership commitments, particularly when developing business plans etc;
- Act as an effective communication channel between District Councils and HSENI;
- Ensure that district council interests are fed in to the joint planning processes.

The post holder will be based at HSENI, but for logistical reasons will be employed by a nominated 'employer' council, now agreed as Castlereagh Borough Council. The person will spend a significant proportion of time working with and within councils. A draft job description is attached. Line management for the PLO will reside with the Partnership Manager, who will complete any performance reports in conjunction with the employing council.

The post has not yet been evaluated but it is estimated that Belfast City Council's contribution, should it agree to invest in the post, will be approximately £1000 per year. In agreeing to contribute to the post, Belfast City Council will benefit in the following ways:

- Its work plans for its health and safety enforcement roles will have greater impact, as they will align to an over-arching strategy;
- Its officers will be able to share training resources with HSENI and other councils;
- Its enforcement and educational campaigns will be more cost effective as they will link in with province wide approaches;
- The Council will have greater access to specialist expertise;
- There is less duplication of effort across district councils and with HSENI;
- Resources will be better targeted to where impact can be maximised;
- The businesses within the area will have higher health and safety standards and will be better served by the regulators.

Resource Implications

The contribution to the PLO post being requested from Belfast City Council is £1,000 per annum and will be funded from the Revenue Estimates. A review will be carried out at the time that the Review of Public Administration is implemented.

The arrangement will enable resources such as training to be shared and information, additional expertise and specialist resources to be provided to the council by HSENI at no additional cost.

Recommendation

It is recommended that the Committee agrees to support the new approach to collaborative working between HSENI and district councils by investing a maximum of £1000 per year in a Partnership Liaison Officer post to be based in the Partnership Team at HSENI.

Decision Tracking

The Head of Environmental Health will bring a report back to Committee within the first year of the post having been filled, detailing progress which is being made.

Key to Abbreviations

HSENI – Health and Safety Executive for Northern Ireland
HELANI – Health and Safety Executive Local Authority Committee for Northern Ireland
H&S Unit – Health and Safety Unit within the Environmental Health Service
BIS - Business Improvement Section

Documents Attached

- Appendix 1 - Statement of Intent.
- Appendix 2 - The Northern Ireland Health and Safety Regulatory System – A Strategic Framework for Partnership Working.
- Appendix 3 - Partnership Liaison Officer draft Job Description.



Our Ref: AD-03/RWH/EH

26 January 2022

Dear Sir/Madam

Health and Safety Partnership Liaison Officer Post

As you will be aware the post of Partnership Liaison Officer (PLO) is a joint resource created to ensure the effective partnership working relationships and operational delivery of the joint Health and Safety strategy between the local authorities across Northern Ireland and the HSENI.

You will recall that at its inception, the funding of the post was on a 50/50 basis, with the then 26 district Councils covering the 50% on a shared basis and the HSENI covering the other 50%. The former Eastern Group Environmental Health Committee and more recently Lisburn and Castlereagh City Council was the employing Council for this post and it remains on the structure within the Environmental Health Service Unit.

The post has been occupied by XXXXX since July 2020 via a 2-year Interchange Secondment, with the possibility of extension. Taking into account feedback from the post holder and the fact the partners have been impacted by significant organizational changes and financial constraints, it was decided to review the overall effectiveness of the post.

Given that the post has been occupied through the Pandemic, the post has offered and supported a different role of what was maybe anticipated. The PLO has been a significant benefit to the Councils by providing a point of contact between The Executive Office and other groups dealing with the pandemic. It has afforded the Health and Safety Liaison Group to filter information, advice, data and statistics through the post which has eased the burden for everyone at this difficult time.

Hopefully with COVID restrictions beginning to ease, the PLO will begin to build on the partnerships between HSENI and Councils to deliver on the required Health and Safety needs across the Province.

It is therefore recommended that this post be offered as a 2-year extension to the current contract.

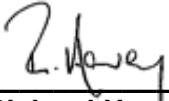
In order to progress this post, the following requirements have been identified:

- All 12 partners (11 Councils and HSENI) must be committed to the post.
- Costs associated with the post must be divided equally amongst the 12 partners.
- HSENI will continue to host the PLO in Ladas Drive and give day-to-day management support (dependent on COVID requirements for home working).
- Lisburn & Castlereagh City Council will continue to be the employing authority and recover costs as before.
- A review of the effectiveness of the PLO will be conducted in the second year to inform whether the post should continue and if so in what form.

In order for me to progress this matter further, can I ask that by return you confirm support for the post until the end of the 2023/2024 financial year, during which time the Health and Safety panel will conduct a review of the post and make future recommendations.

Should you wish to discuss the above in more detail please do not hesitate to contact me.

Yours faithfully

A handwritten signature in black ink, appearing to read 'R. Harvey', written over a horizontal line.

Richard Harvey
Head of Service (Environmental Health)



Subject:	Lady Mary Peters 50 th Anniversary Event
Date:	8 March 2022
Reporting Officer:	Ryan Black, Director of Neighbourhood Services
Contact Officer:	Cormac McCann, Lead Officer, Community Provision

Restricted Reports	
Is this report restricted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If Yes, when will the report become unrestricted?	
After Committee Decision	<input type="checkbox"/>
After Council Decision	<input type="checkbox"/>
Some time in the future	<input type="checkbox"/>
Never	<input type="checkbox"/>

Call-in	
Is the decision eligible for Call-in?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

1.0	Purpose of Report or Summary of main Issues
1.1	To advise the committee of a request from The Mary Peters Trust to support the 50 th Gold Medal Anniversary Games on 28 May 2022.
2.0	Recommendations
2.1	The Committee is asked to: <ul style="list-style-type: none"> Approve a contribution £3,000 towards the event running costs for the 50th Anniversary Lady Mary Peters Gold Medal Games. The contribution will be paid to Athletics NI.
3.0	Main report
3.1	This report is to inform members that 2022 marks the 50 th Anniversary of Mary Peters winning Olympic Gold and breaking the World Record in the Pentathlon at the Munich Olympics in 1972.

3.2	To mark the occasion, the Mary Peters Trust will be organising a year-long series of events. As part of these celebrations Athletics Northern Ireland and the Mary Peters Track are joining forces to promote and enhance the Annual Belfast Athletics International Meeting, renaming it the Mary Peters 50 th Gold Medal Anniversary Games.
3.3	Lady Mary is one of Northern Ireland's most famous and respected sporting personalities. She has been a great ambassador for sport over five decades, working tirelessly to support young athletes from every sporting background, and promoting Belfast and Northern Ireland around the world as a tourism and sporting destination. She was an inaugural inductee into the Belfast City Council Sporting Hall of Fame.
3.4	In November 2012 it was recognised in a motion to Council that "Lady Mary has served as an ambassador for Belfast across the world and has been tireless in her efforts to promote sport and the benefits it brings to the young" and in recognition of this service Lady Mary was elected and admitted as a Freeman of the City of Belfast.
	Support for Sport
3.5	In normal circumstances Athletics NI would be directed to apply to the Support for Sport Fund or the Sport Events Grant. However, given the timing of the grant application release and subsequent assessment, the application would not be considered in time to support the event.
3.6	It is likely given the significance of the event, the international visitors expected and the participation of local children that the event would score highly and support would be recommended.
	<u>Finance and Resource Implications</u>
3.7	The proposed total contribution would be £3,000, which can be found within existing budgets for 2022/2023.
	<u>Equality or Good Relations Implications/ Rural Needs Assessment</u>
3.8	None
4.0	Appendices – Documents Attached
	None