

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



**Belfast
City Council**

26th February, 2026

MEETING OF THE PEOPLE AND COMMUNITIES COMMITTEE

Dear Alderman/Councillor,

The above-named Committee will meet in the Lavery Room - City Hall on **Wednesday, 4th March, 2026 at 5.15 pm**, for the transaction of the business noted below.

You are requested to attend.

Yours faithfully,

John Walsh

Chief Executive

AGENDA:

1. Routine Matters

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

2. Restricted

- (a) Financial Reporting - Quarter 3 (Pages 1 - 8)

3. Matters referred back from the Council/Motions

- (a) Compact Mechanical Sweeper - Trial Update (Pages 9 - 14)

4. Operational Issues

- (a) Dual Language Street Signs (Pages 15 - 18)
- (b) Service Level Agreement - BCC and Drinking Water Inspectorate (Pages 19 - 50)
- (c) Draft Northern Ireland Nature Recovery Strategy - Consultation (Pages 51 - 58)

- (d) Request for the Use of Parks for 2026 Events (Pages 59 - 64)
- (e) Generalist Advice Funding 2026/27 (Pages 65 - 70)

By virtue of paragraph(s) 3 of Part 1 of Schedule 6
of the Local Government Act (Northern Ireland) 2014.

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By virtue of paragraph(s) 3 of Part 1 of Schedule 6
of the Local Government Act (Northern Ireland) 2014.

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Subject:	Notice of Motion – Trial of the Compact Mechanical Sweeper
Date:	4th March 2026
Reporting Officer:	Stephen Lenoard, Director of OSS and Resources and Fleet
Contact Officer:	Caroline McGeown, Senior Performance and Improvement 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/Summary of main Issues
1.1	At the Committee meeting on 3 June, Members agreed that officers undertake a trial of the compact mechanical sweeper currently used in the City Centre, within neighbourhood areas to assess how fit for purpose it would be in tackling dog fouling on our streets.
1.2	At the People & Communities Committee meeting on 10 February, members requested an update on the findings from the trial of the compact mechanical sweeper, specifically in relation to its effectiveness in removing dog fouling from streets within the neighbourhoods.
1.3	The purpose of this report is to provide Members with an update on the trial and to present the findings arising from it.

2.0	Recommendations
2.1	The Committee is asked to note the content of this report.
3.0	Main report
	Context
3.1	Dog fouling remains a persistent and significant issue across Belfast. It is not only unsightly and unpleasant but also poses risks to public health, animal welfare, and the local environment. The matter has been raised at Committee on numerous occasions, reflecting ongoing concerns from Members and the public.
3.2	A detailed report was presented to Committee on 3 June 2025, outlining the complexity of the issue and the range of actions currently being undertaken by Belfast City Council to tackle the issue. At that meeting, 11 recommendations were agreed to strengthen the Council's approach to tackling dog fouling. One of these recommendations stated:
3.3	<i>“Undertake a trial of the new mechanical sweepers in the City Centre within neighbourhood areas to assess how fit for purpose they would be in addition to the use of Fidos and undertake market research to look at other potential machinery options for neighbourhoods.”</i>
3.4	In response, a trial of this sweeper was carried out between August and November 2025. One trial was conducted in each area of the city, except for the North, which received two trials due to data indicating it experiences the highest levels of dog fouling. In addition, a special one-off controlled trial was undertaken to minimise external variables such as cleansing schedules and new fouling, and to allow direct observation of the machine's capabilities.
3.5	Trial Methodology The CNS Performance and Improvement Unit analysed available data and intelligence to identify dog fouling hotspots across the city. These locations were then validated by Area Managers, who selected the specific streets to be included in the trial. In total, 84 streets were selected for the Area trials. The special controlled trial focused on two known hotspot locations for high volumes of dog fouling in the North: Whitewell Road and Serpentine Road.
3.6	The Quality Monitoring Team conducted a pre-survey and post-survey for each trial, recording the number of dog fouling incidents observed. Data was captured using Microsoft Forms and analysed using Excel pivot tables.
3.7	In addition to the monitoring surveys, service user surveys were undertaken to gather the views and experiences of the operatives using the machines. This provided qualitative insight into operational challenges, usability, and other factors not captured through the quality monitoring data.
3.8	Variables Affecting the Area Trial Results Several factors may have influenced the outcomes of the Area trials: <ul style="list-style-type: none"> • Operatives received only one day of training, meaning they were not yet fully proficient in operating the machine. • Streets may have been cleansed using other methods during the trial period, making it difficult to isolate the impact of the sweeper alone.

- There was a delay between the pre- and post-surveys, during which additional cleansing or new dog fouling may have occurred. In later trials, this was tightened by scheduling the pre-survey the day before the trial and the post-survey the day after.

3.9

These variables limited the ability to draw definitive conclusions from the Area trials alone.

Controlled Trial

3.10

To address these limitations, a special one-off controlled trial was undertaken. In this trial:

- An experienced operative from the City Centre team operated the sweeper.
- The Quality Monitoring Officer completed the pre-survey immediately before the sweeper was deployed and the post-survey immediately after cleansing was completed.
- No other cleansing methods were used, ensuring that results reflected the performance of the sweeper alone.
- Given the short timeframe, it is considered unlikely that new dog fouling occurred during the trial.
- Senior Officers from the Performance and Improvement Team and the Cleansing Team were present to ensure no external factors influenced the results and to observe the machine’s capability in practice.

3.11

This controlled approach provided a clearer and more reliable assessment of the machine’s performance without the influence of external variables.

Findings from the Area Trials

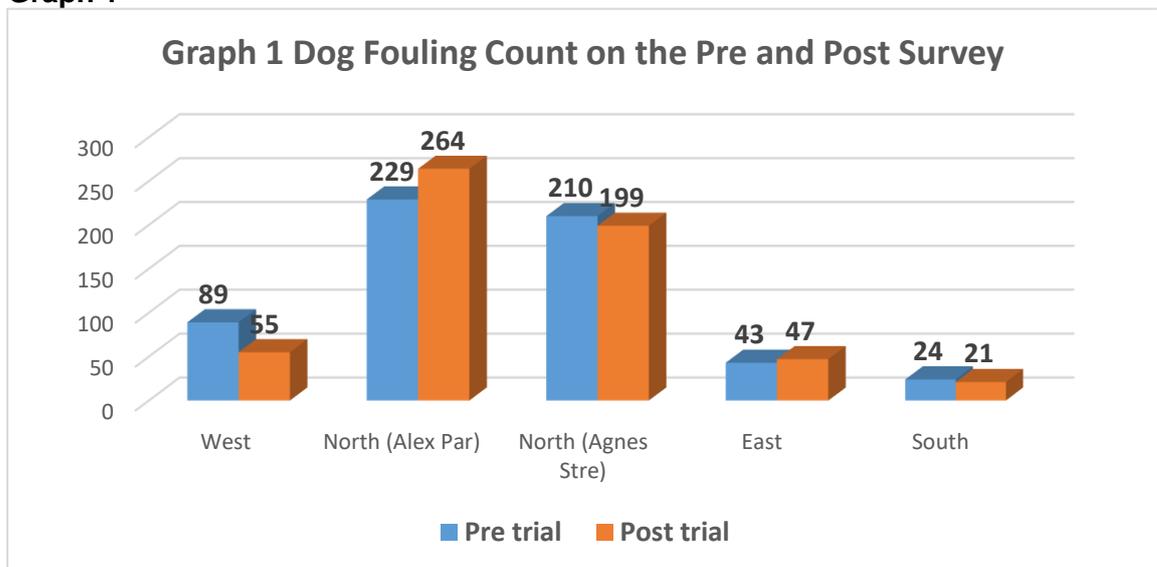
3.12

Graph 1 shows the difference in dog-fouling observations recorded during the pre- and post-intervention quality monitoring surveys. Three out of the five trial areas showed a positive change, with a reduction in the number of dog fouling incidents observed. However, the overall reductions were generally modest, except for the West, which demonstrated a significant decrease of nearly 50%.

3.13

These findings suggest that, for a variety of reasons, the machine alone cannot completely remove all dog fouling from our streets. The external factors outlined above could have an impact on these outcomes. Other factors contributing to this limitation were also explored further through the service-user feedback and the controlled trial results.

Graph 1



Impact	West	North 1	North 2	East	South
Difference	- 34 (47%)	+ 35 (+14%)	- 11 (5%)	+ 4 (+8%)	- 3 (13%)

Other findings from the Area Trials

3.14

Out of the 84 streets that the sweeper was trialled on, it couldn't access 32 streets, also for some it only partially accessed.

The reasons reported for restricted or blocked access included:

- Parked cars obstructing the pavement (the most common issue).
- Obstructions on the pavement that the machine could not navigate around
- Overgrown hedges reducing available space.
- Pavements that were too narrow, steep gradients or curved pavements for safe operation.
- Lack of low-rise kerbs, preventing the machine from mounting the pavement safely.

3.15

These access limitations highlight the environmental and infrastructural challenges that affect the machine's ability to operate consistently across all streets. Also, could be factors in the outcomes for the dog fouling count.

3.16

Further feedback from service users highlighted several strengths and limitations of the sweeper:

- The machine was generally considered very effective at cleansing, capable of picking up dog fouling, litter, and detritus across the pavement and at the backline, although it struggled with larger items of litter as it blocked the suction.
- Compared with the FIDO, the sweeper was easier to manoeuvre onto pavements, as the FIDO can only access a limited number of pavements due to its size and functionality for dog fouling only.
- The sweeping motion was effective at reaching difficult areas; however, depending on the dog fouling texture, this motion could sometimes cause dog fouling to smear. Although there is a water function to cleanse this when it happens.
- The machine's storage capacity is significantly smaller than that of standard sweepers, meaning it fills quickly in areas with high levels of dog fouling or litter.
- Once full, the machine must return to the depot to be emptied—sometimes up to 2 miles away—resulting in lost operational time, which can mount to significant time lost if it must return on numerous occasions.
- Due to its limited storage capacity, the machine is not effective at removing heavy leaf fall and if on the pavement will restrict the use of the machine, as it should generally be avoided.

3.17

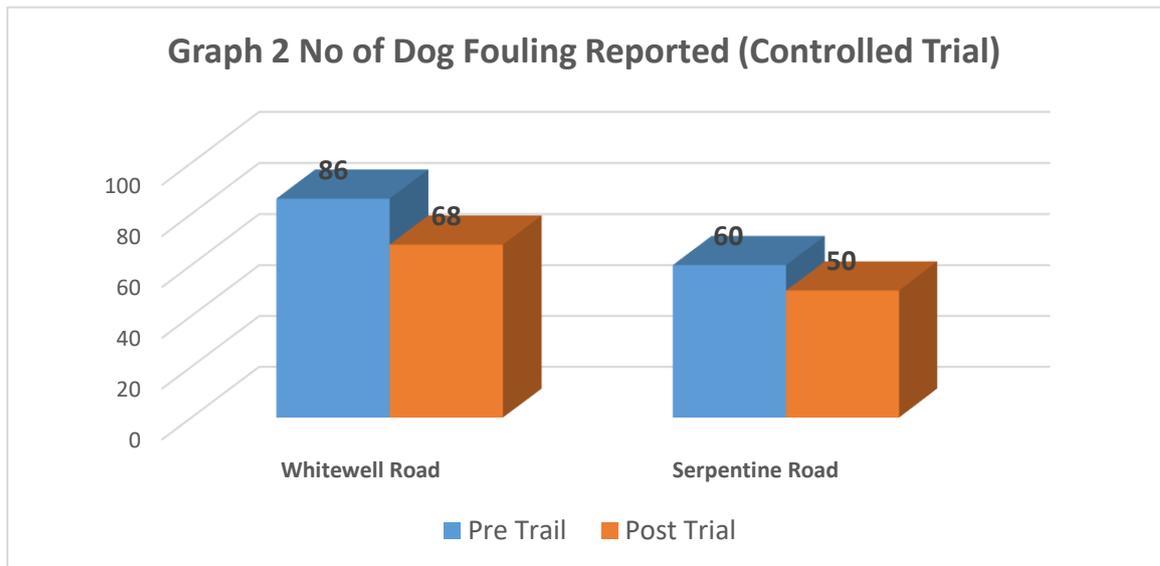
Overall, service users felt that the sweeper was highly effective, but they also highlighted several operational limitations that would need to be addressed to ensure the machines deliver maximum value. These considerations combined with the environmental and infrastructural challenges identified during the trial would need to be factored into decisions about how and where the machines are deployed to achieve the greatest cleansing benefit.

Findings from the Controlled Trial

3.18

Graph 2 shows the difference in dog-fouling observations recorded during the pre- and post-intervention quality monitoring surveys for the controlled trial. Both trialed areas showed a positive change, with a reduction in the number of dog fouling incidents observed. However, the overall reductions were generally modest, with significant volumes remaining on the streets.

Graph 2



Impact	Whitewell Road	Serpentine Road
Difference	- 18 (23%)	- 10 (18%)

Operational Observations from the Controlled Trial

3.19

The controlled trial highlighted several environmental and infrastructural constraints that limited the machine's ability to operate effectively:

- **Obstructed pavements:** Parked vehicles blocked access to parts of the pavement, preventing the machine from cleansing entire sections of the street.
- **Kerb height issues:** Some areas lacked low-rise kerbs, restricting the machine's ability to mount the pavement safely.
- **Street structure:** Serpentine Road is narrow in places, with one side featuring a steep curve that the machine could not safely navigate.
- **Performance where access was possible:** In areas where the machine could operate, cleansing outcomes were excellent. The machine left surfaces very clean and removed detritus from the backline quickly—tasks that would otherwise require significantly more time from a manual operative.
- **Visibility to street limited** – Although the sweeper is equipped with a large front screen, visibility to the street surface is restricted. This makes it challenging for operators to accurately identify dog fouling and manoeuvre the machine into the correct position for effective collection.

3.20	<p>As the controlled trial minimised external variables that might influence the wider Area Trial, the findings provide strong evidence that environmental and infrastructural challenges directly affect the machine's overall impact on dog-fouling removal.</p>
	<p>Other potential machinery options for neighbourhoods</p>
3.21	<p>Market research indicates that there are very few mechanical solutions available for the removal of dog fouling, and that sweeper trialled is one of the leading designs for cleansing in urban environments. The compact mechanical sweeper represents the most suitable option, as its size and manoeuvrability allow it to access pavements effectively and deliver a high standard of cleansing, safely on our streets. However, there is limitation due to its lightweight and limited storage capacity compared to the larger sweeper that we use on our roads.</p>
	<p>Conclusion</p>
3.22	<p>The trial of the compact mechanical sweeper produced mixed results. The machine demonstrated clear strengths in being able to lift dog fouling and general litter on our streets within neighbourhoods, showing that where it could operate effectively, it delivered a high standard of cleansing. In several areas, the sweeper was able to complete tasks that would otherwise require significantly more time from manual operatives.</p>
3.23	<p>However, the trial also highlighted several limitations. Due to the environmental and infrastructural constraints outlined in this report, the machine was not able to fully remove dog fouling from all streets. As a result, it could not be relied upon as the sole method for addressing this issue. Instead, it would serve best as a complementary resource, strengthening and enhancing our existing cleansing approaches.</p>
3.24	<p>Despite these limitations, the trial offered many positive insights. With careful planning around where and how the machines are deployed, there is potential to maximise their value and achieve the greatest operational benefit. This would need to be weighted up against the total cost, in terms of value for money.</p>
	<p><u>Financial and Resource Implications</u></p>
3.25	<p>Funding for additional vehicles to support the street cleansing operations is subject to a wider growth proposal relating to Dog Fouling, which is still under consideration.</p>
	<p><u>Equality or Good Relations Implications/Rural Needs Assessment</u></p>
3.26	<p>There are no equality, good relations or rural needs implications associated with this report.</p>
4.0	Appendices



Subject:	Proposals for dual language street signs
Date:	4 th March 2026
Reporting Officer:	Kate Bentley, Director of Planning and Building Control
Contact Officer:	Ian Harper, Building Control Manager, ext. 2430 Heather Wylie, Property and Legal Coordinator, ext. 2464

Restricted Reports	
Is this report restricted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Please indicate the description, as listed in Schedule 6, of the exempt information by virtue of which the council has deemed this report restricted.	
Insert number <input type="checkbox"/>	
<ol style="list-style-type: none"> 1. Information relating to any individual 2. Information likely to reveal the identity of an individual 3. Information relating to the financial or business affairs of any particular person (including the council holding that information) 4. Information in connection with any labour relations matter 5. Information in relation to which a claim to legal professional privilege could be maintained 6. Information showing that the council proposes to (a) to give a notice imposing restrictions on a person; or (b) to make an order or direction 7. Information on any action in relation to the prevention, investigation or prosecution of crime 	
If Yes, when will the report become unrestricted?	
<p>After Committee Decision</p> <p>After Council Decision</p> <p>Sometime in the future</p> <p>Never</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <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 consider applications for the erection of dual language street signs for six existing streets within the city.																														
2.0	Recommendation																														
2.1	The Committee is asked to agree to the erection of a second street nameplate in Irish at Onslow Gardens, Kimberley Street, Stormont Park, St Johns Place, Indiana Avenue and Mountainview Drive.																														
3.0	Main Report																														
3.1	<p><u>Key Issues</u> The Council may erect a second street nameplate in a language other than English pursuant to Article 11 of the Local Government (Miscellaneous Provisions) (NI) Order 1995.</p>																														
3.2	Members are asked to consider the following applications to erect dual language street nameplates showing the name of the street expressed in a language other than English. The second language is Irish.																														
3.3	<table border="1"> <thead> <tr> <th>English Name</th> <th>Non- English Name</th> <th>Location</th> <th>Persons surveyed</th> </tr> </thead> <tbody> <tr> <td>Onslow Gardens</td> <td>Gairdíní Onslow</td> <td>Off Cregagh Road, BT6</td> <td>115</td> </tr> <tr> <td>Kimberley Street</td> <td>Sráid Kimberley</td> <td>Off Sunnyside Street, BT7</td> <td>139</td> </tr> <tr> <td>Stormont Park</td> <td>Páirc Chnoc an Anfa</td> <td>Off Upper Newtownards Road, BT4</td> <td>83</td> </tr> <tr> <td>St Johns Place</td> <td>Plás Eoin</td> <td>Off St Johns Avenue, BT7</td> <td>38</td> </tr> <tr> <td>Indiana Avenue</td> <td>Ascaill Indiana</td> <td>Off Cavehill Road, BT15</td> <td>78</td> </tr> <tr> <td>Mountainview Drive</td> <td>Céide Radharc an tSléibhe</td> <td>Off Mountainview Park, BT14</td> <td>67</td> </tr> </tbody> </table>			English Name	Non- English Name	Location	Persons surveyed	Onslow Gardens	Gairdíní Onslow	Off Cregagh Road, BT6	115	Kimberley Street	Sráid Kimberley	Off Sunnyside Street, BT7	139	Stormont Park	Páirc Chnoc an Anfa	Off Upper Newtownards Road, BT4	83	St Johns Place	Plás Eoin	Off St Johns Avenue, BT7	38	Indiana Avenue	Ascaill Indiana	Off Cavehill Road, BT15	78	Mountainview Drive	Céide Radharc an tSléibhe	Off Mountainview Park, BT14	67
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3.4	The translations were authenticated by Queens University, the approved translator for Belfast City Council.																														
3.5	In accordance with the Council's policy for the erection of dual language street signs, surveys of all persons appearing on the electoral register plus owners or tenants in actual possession of commercial premises for the above streets were carried out and the following responses were received.																														
3.6	<p>Onslow Gardens, BT6</p> <ul style="list-style-type: none"> • 29 occupiers (25.22%) were in favour of the erection of a second street name plate. • 41 occupiers (35.65%) were not in favour of the erection of a second street name plate. • 1 occupier (0.87%) had no preference either way. 																														
3.7	A resident telephoned to question why the 15% threshold is so low.																														

3.8	A resident made a comment on their survey that they have no objection to anyone learning or using Irish but see no need for street signs in Irish when virtually everyone using the street speaks English and only a small minority understand Irish. They also commented that they could not understand how 15% can lead to approval.
3.9	A resident sent a letter to the department stating that they believe the policy has the effect of deploying Irish as a device to mark out territory in an already divided city. They also believe Onslow Gardens is a mixed area and wish it to remain a place with a warm welcome for all residents. The resident further takes issue with the dual language process and questions what engagement the Council has attended or convened to ascertain local feelings and circumstances.
3.10	<p>Kimberley Street, BT7</p> <ul style="list-style-type: none"> • 26 occupiers (18.71%) were in favour of the erection of a second street name plate. • 11 occupiers (7.91%) were not in favour of the erection of a second street name plate.
3.11	A resident emailed to say that they do not believe the policy represents a good use of council resources. They state that existing street names are long established, neutral and function effectively for residents.
3.12	<p>Stormont Park, BT4</p> <ul style="list-style-type: none"> • 13 occupiers (15.66%) were in favour of the erection of a second street name plate. • 56 occupiers (67.47%) were not in favour of the erection of a second street name plate.
3.13	A resident sent a letter to the department to say that they believe 15% to gain approval is not democratic and feel that the dual language application is politically motivated.
3.14	A resident made a complaint expressing opposition to the proposed changes to street name signage and objecting to the 15% threshold, which they believe lacks legitimacy and is purpose built to create division and resentment, not foster community cohesion. They urge the council to reconsider and review the policy as a matter of fundamental democratic principle and to replace it with a process that is fair, legitimate and truly representative of the will of the community.
3.15	<p>St Johns Place, BT7</p> <ul style="list-style-type: none"> • 15 occupiers (39.47%) were in favour of the erection of a second street name plate. • 6 occupiers (15.78%) were not in favour of the erection of a second street name plate.
3.16	<p>Indiana Avenue, BT15</p> <ul style="list-style-type: none"> • 37 occupiers (47.43%) were in favour of the erection of a second street name plate. • 1 occupier (1.28%) were not in favour of the erection of a second street name plate. • 1 occupier (1.28%) had no preference either way.
3.17	<p>Mountainview Drive, BT14</p> <ul style="list-style-type: none"> • 28 occupiers (41.79%) were in favour of the erection of a second street name plate.

3.18	<p><u>Assessment against policy</u></p> <p>The Council’s policy on the erection of a second street nameplate requires that at least fifteen percent (15%) of the occupiers surveyed must be in favour of the proposal to erect a second street sign in a language other than English, to progress to Committee for consideration.</p> <p>All the surveys listed above demonstrate compliance with the threshold contained within the Policy.</p>
3.19	<p><u>Financial and Resource Implications</u></p> <p>There is a cost of approximately £2800 to cover the cost of the manufacturing and erection of the dual language street signs. The cost for these street signs has been allowed for in the current budget.</p>
3.20	<p><u>Equality or Good Relations Implications/Rural Needs Assessment</u></p> <p>Each application for a dual language street sign is subject to an initial assessment and an elected member notification process to identify any potential adverse impacts on equality, good relations and rural needs.</p> <p>The initial assessment for Onslow Gardens identified that the carrying out of the survey had the potential to cause adverse impacts on the grounds of good relations. This application was subsequently screened and the draft screening identified that the carrying out of a survey in itself in this street had the potential to give rise to community tension, as could the erection of the street signs and therefore had the potential to give rise to adverse impact on the grounds of good relations. It was acknowledged however the process could alternatively assist in promoting cultural and linguistic diversity. The elected member notification carried out for Onslow Gardens did not identify any potential for adverse impacts. The application was presented to Committee in April 2025 prior to survey in line with the agreed process referencing the initial assessment and screening and the street was approved for survey by Committee and full Council.</p> <p>The initial assessment for Kimberley Street identified that the carrying out of the survey had the potential to cause adverse impacts on the grounds of good relations. This application was subsequently screened and the draft screening identified that the carrying out of a survey in itself in this street had the potential to give rise to community tension, as could the erection of the street signs and therefore had the potential to give rise to adverse impact on the grounds of good relations. It was acknowledged however the process could alternatively assist in promoting cultural and linguistic diversity. The elected member notification carried out for Kimberley Street did not identify any potential for adverse impacts. The application was presented to Committee in April 2025 prior to survey in line with the agreed process referencing the initial assessment and screening and the street was approved for survey by Committee and full Council.</p>
4.0	<p>Appendices</p>
	<p>None</p>

1.0	Purpose of Report/Summary of Main Issues
1.1	All 11 district Councils in Northern Ireland undertake risk assessments and sampling of private water supplies on behalf of The Drinking Water Inspectorate (DWI) under The Private Water Supplies Regulations (Northern Ireland) 2009 (as amended).
1.2	The arrangements for providing this service to the Drinking Water Inspectorate (DWI) are set out in a Service Level Agreement which is subject to review and sets the objectives of this Agreement to establish the administrative arrangements under which the Council will make available the professional services of its staff when acting as agents of the DWI. This Agreement sets out the basis upon which the Council will undertake sampling, risk assessment, and investigatory functions for the DWI, including the provision of staff, equipment, and other necessary resources. It also defines the respective roles, responsibilities and obligations of each party and a schedule of costs for the provision of this service by Councils.
2.0	Recommendation
2.1	The Committee is requested to: <ul style="list-style-type: none"> • Note the contents of the report which provides an overview of the draft service level agreement between the Council and The Drinking Water Inspectorate (DWI) to undertake services regarding private water supplies on their behalf and • to authorise the Director of City Services to sign the service level agreement.
3.0	Main Report
3.1	Belfast City Council officers 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.
3.2	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 Services Department of Belfast City Council appointed as a competent authority 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.

3.4

The updated Service Level Agreement (SLA) sets out the contractual arrangements for the delivery of this activity including a data processing contract between the Council and the Drinking Water Inspectorate (DWI). This SLA covers the period April 2025 to April 2026 for the purposes of claiming agreed fees as set out below and will remain in force until a further review takes place.

4.0

Financial & Resource Implications

The DWI have set the following fees for all District Councils in the table below.

SCHEDULE OF FEES

Activity*	Description	Unit Cost
Scheduled Sample Collection	Routine collection of water quality samples as planned within the annual schedule published in the DWI for NI web application.	£75 / sample
Resample Collection (Investigation)	Ad hoc water quality samples as a result of regulatory contraventions or investigations which occur outside of the routine sampling within the annual schedule.	£75 / sample
Full Risk Assessment (with site visit)	Initial completion of a risk assessment for a new site: assessment of risk from source to tap (all sections) and controls in place to mitigate the risk, with site visit to gather information and photographs.	£585 / risk assessment
5-year Review of Risk Assessment (with site visit)	Review of all sections of a current risk assessment (validated by DWI), with a site visit to gather information and photographs.	£585 / risk assessment review
Review of Risk Assessment (with site visit)	Interim review of limited sections of a current risk assessment (validated by DWI), with a site visit to gather information or photographs.	£200 / risk assessment review
Review of Risk Assessment (without site visit)	Interim review of limited sections of a current risk assessment (validated by DWI), with no site visit (desktop only – photographs or additional information may be provided by the site).	£100 / risk assessment review

5.0

Equality or Good Relations Implications and Rural Needs Assessment

There are no relevant equality considerations associated with the delivery of the service level agreement.

6.0	Appendices
6.1	Appendix 1 - Service Level Agreement for the provision of services by City Services, City & Neighbourhoods Services Department, Belfast City Council to The Drinking Water Inspectorate for Northern Ireland.

SERVICE LEVEL AGREEMENT

For the provision of services by:

**City Services, City & Neighbourhoods Services Department, 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 17 Antrim Road, Tonagh, Lisburn, Co. Antrim, BT28 3AL (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
4.0		N/A	Update to DWI address

	16 October 2025	1.2	Updated link to most recent version of Drinking Water and Health Guidance Document
		Annex B	Update to new NIEA tri-lingual logo
		Annex C	Update to Schedule of fees
		Appendix 1	Update to new NIEA tri-lingual logo
			Amendment to Section 1.0 to update DWI address

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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.

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/media/qlaepsdr/guidanceondrinkingwaterandhealthmay2023.pdf>

3.0 OBJECTIVES

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 XXXX Council]</i>		

Drinking Water Inspectorate	Print Name	Signature
Chief Inspector of Drinking Water for Northern Ireland	Berni Corr	

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

NIEA Northern Ireland Environment Agency
 Gníomhaireacht Comhshaoil Thuaisceart Éireann
 Northern Ireland Environment Agency
 www.daera-ni.gov.uk

Card No.: PWSXXX
 Expires: XX/XX/XXXX

THE WATER AND SEWERAGE SERVICES (NORTHERN IRELAND) ORDER 2006: ARTICLE 124 RIGHTS OF ENTRY

THE PRIVATE WATER SUPPLIES REGULATIONS (NORTHERN IRELAND) 2017:

REGULATION 7—RISK ASSESSMENT

REGULATION 12—SAMPLING

Issued by: The Department of Agriculture, Environment and Rural Affairs
 Northern Ireland Environment Agency
 17 Tonagh Road
 Lisburn
 Co. Antrim
 BT28 3AL
 Tel No. 0845 302 0008

if found should be returned to this address or handed in to your local police station

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:

.....
 Authorised Officer (DAERA)

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.

Each Officer's Warrant card will reflect their level of authorisation

SCHEDULE OF FEES

Activity*	Description	Unit Cost
Scheduled Sample Collection	Routine collection of water quality samples as planned within the annual schedule published in the DWI for NI web application.	£75 / sample
Resample Collection (Investigation)	Ad hoc water quality samples as a result of regulatory contraventions or investigations which occur outside of the routine sampling within the annual schedule.	£75 / sample
Full Risk Assessment (with site visit)	Initial completion of a risk assessment for a new site: assessment of risk from source to tap (all sections) and controls in place to mitigate the risk, with site visit to gather information and photographs.	£585 / risk assessment
5-year Review of Risk Assessment (with site visit)	Review of all sections of a current risk assessment (validated by DWI), with a site visit to gather information and photographs.	£585 / risk assessment review
Review of Risk Assessment (with site visit)	Interim review of limited sections of a current risk assessment (validated by DWI), with a site visit to gather information or photographs.	£200 / risk assessment review
Review of Risk Assessment (without site visit)	Interim review of limited sections of a current risk assessment (validated by DWI), with no site visit (desktop only – photographs or additional information may be provided by the site).	£100 / risk assessment review

*Council staff may contact DWI to clarify what is required for each activity.



DATA PROCESSING CONTRACT

Between

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

And

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

<p>1.0</p>	<p>Parties to the Agreement</p> <p>DAERA, NIEA, Drinking Water Inspectorate, Northern Ireland Councils', Cawowen Building, 17 Antrim Road, Environmental Health Departments Tonagh, Lisburn, Co. Antrim, BT28 3AL</p> <p>(the Data Controller) (the Data Processor)</p> <p>HAVE AGREED on the following Contractual Clauses (the Clauses) in order to meet the requirements of the Data Protection Act 2018 (DPA 2018) and UK General Data Protection Regulation (UK GDPR) to ensure the protection of the rights of the data subject.</p> <p>Each organisation referred to in this document is a 'Party'; together 'Parties'.</p>
<p>2.0</p>	<p>Introduction</p> <p>The Contract relates to the provision of Services by Northern Ireland Councils' Environmental Health Departments (EHDs) to the Drinking Water Inspectorate (DWI) for Northern Ireland as outlined in the Service Level Agreement (SLA) between the Parties.</p> <p>The Clauses set out the rights and obligations of the Data Controller and the Data Processor, when processing data, including personal data³ on behalf of the Data Controller.</p> <p>For the purpose of this agreement, the DWI is the Data Controller and EHDs are the Data Processors.</p> <p>The Clauses have been designed to ensure the Parties' compliance with Part 3 of the DPA 2018. The terms Controller and Processor are defined in Section 32 of the DPA 2018.</p> <p>The Data Controller determines the purposes and means of the processing of data, including personal data. The Data Processor will process data, including personal data on behalf of the Data Controller in accordance with the Clauses. The Clauses shall take priority over any similar provisions contained in other agreements between the Parties. The Clauses shall be retained in writing, including electronically, by both Parties.</p> <p>The Clauses shall not exempt the Data Processor from obligations to which the Data Processor is subject pursuant to the UK General Data Protection Regulation (the UK GDPR) or other legislation.</p>
<p>3.0</p>	<p>Purpose</p> <p>The primary purpose for processing the information referred to in the Clauses is for law enforcement⁴ purposes as defined in Section 31 of the DPA 2018.</p> <p>The DWI has a legal vires to collect this information as the regulatory authority for:</p>

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

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

	<ul style="list-style-type: none"> • The Water and Sewerage Service (NI) Order 2006; • The Private Water Supplies Regulations (NI) 2017; • The Water Supply (Water Quality) Regulations (NI) 2017; and, • The Water Supply (Domestic Distribution Systems) Regulations (NI) 2010. <p>The information that is processed by the EHDs on behalf of DWI will be used to assess compliance with the legislation.</p> <p>DWI also has a duty under the legislation to provide advice and guidance to owners and users of individual private water supplies that are exempt from the monitoring requirements. This may require EHDs to share personal information to enable DWI to fulfil this duty.</p> <p>EHDs may hold similar information for the purposes of law enforcement under other statutory obligations (eg food safety legislation). This is outside the scope of these Clauses, however where the information processed by EHDs on behalf of DWI is not independently collected by councils and has the potential to impact on public health under other statutory obligations for which the council has a regulatory duty, that information will be shared in the interests of public health protection.</p>
<p>4.0</p>	<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>
<p>5.0</p>	<p>Organisations Involved</p> <p>The Parties to the Agreement are outlined in Clause 1.0</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)

	<p>EHDs will process information on behalf of, and share information with DWI and DWI will share information with EHDs.</p>
<p>6.0</p>	<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>
<p>7.0</p>	<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</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;

	<p>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>
9.1	<p>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>
9.2	<p>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> <ul style="list-style-type: none"> • 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;

	<ul style="list-style-type: none"> • 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. <p>This requires that the EHDs shall, insofar as this is possible, assist DWI in the DWI’s compliance with:</p> <ul style="list-style-type: none"> • 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 <p>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:</p> <ul style="list-style-type: none"> • 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.
<p>10.0</p>	<p>Use of Sub-processors</p> <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>
<p>11.0</p>	<p>Requests for information</p> <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> <p>It is the responsibility of the Data Processors to assist the Data Controller with responding to Subject Access Requests using appropriate technical and organisational measures.</p>
<p>12.0 12.1</p>	<p>Security of Processing How will data be shared?</p> <p>Information will be transferred / shared on both a routine and ad hoc basis.</p>

As Data Processor, EHDs will process information as instructed by DWI.

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.

Where necessary, information will be protectively marked in line with Government Security Classifications (Official, Secret, and Top Secret).

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:

- 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.

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.

DWI and EHDs shall ensure that:

12.2

- 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;
- 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;

12.3	<ul style="list-style-type: none"> • 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>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 terminated unless other Clauses governing the provision of the personal data processing services have been agreed between the Parties.</p> <p>If the provision of data services is terminated, and the personal data is deleted or returned to the DWI pursuant to Clause 17.0 (erasure and return of data), the Clauses may be terminated by written notice by either party.</p>

<p>17.0</p>	<p>Erasure and Return of Data</p> <p>On termination of the provision of data processing services, the EHDs shall be under obligation to delete all personal data processed on behalf of DWI and certify to DWI that is has been done in a secure manner and in accordance with the security requirements of Article 32 of the UK GDPR.</p>
<p>18.0</p>	<p>Indemnity</p> <p>In the event of a breach of this agreement which results in a financial penalty, claim or proceedings, the Parties agree to co-operate to identify and apportion responsibility for the breach and the defaulting party will accept responsibility for any such claim.</p>
<p>19.0</p>	<p>Signatures</p> <p>I have read, understood and agree to abide by the terms and conditions of this agreement. All information received will only be used for the purpose defined and listed in the agreement.</p> <p>Signed on behalf of Drinking Water Inspectorate (Data Controller)</p> <p>-----</p> <p>Name (block capitals): Berni Corr</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:	Consultation on the Draft Northern Ireland Nature Recovery Strategy (new Biodiversity Strategy)
Date:	4 th March 2026
Reporting Officer:	David Sales, Strategic Director of City and Neighbourhood Services
Contact Officer:	Stephen Leonard, Director of Resources and Fleet and OSS Orla Maguire, Biodiversity 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	The purpose of the report is for Members to consider a consultation response to the draft Nature Recovery Strategy for Northern Ireland to 2032.
2.0	Recommendations
2.1	The deadline for submission of the final response is the 18 th of March 2026. As this is after the full Council meeting it is proposed that the attached consultation response, subject to

	any amendments proposed by this Committee, is submitted to DAERA with the caveat that it has not yet been ratified by Council and may be subject to further amendment.
3.0	Main report
	<u>Key Issues</u>
3.1	The previous Northern Ireland Biodiversity Strategy to 2020 has elapsed, and the Executive has developed a new Strategy to 2032 to meet the challenges faced by the natural environment.
3.2	The scientific evidence points to an on-going decline in global biodiversity; with that trend mirrored in Northern Ireland. Internationally the United Nations, through the Convention on Biological Diversity (CBD), is refocusing its intention on reducing the loss of biodiversity through a Global Biodiversity Framework (GBF).
3.3	Northern Ireland, as part of the UK, has committed to the GBF which was agreed by the Convention on Biological Diversity (CBD) in December 2022.
3.4	The Framework sets out, in 23 targets and 4 goals, the urgent actions required to “bend the curve” of biodiversity loss by 2030 and move towards the 2050 vision. That is, by 2050, biodiversity is valued, conserved, restored and wisely used, maintaining ecosystem services, sustaining a healthy planet and delivering benefits essential for all people.
3.5	The framework goals and targets are presented in Appendix 1. The targets address: <ul style="list-style-type: none"> 1. reducing threats to biodiversity; 2. meeting people's needs through sustainable use and benefit-sharing; and 3. tools and solutions for implementation and mainstreaming.
3.6	The Draft NI Nature Recovery Strategy 2032 Mission is: “To take urgent action to halt and reverse biodiversity loss to put nature on a path to recovery for the benefit of people and planet by conserving, restoring and sustainably using biodiversity.”
3.7	The Vision is “Biodiversity across NI is substantially restored and regenerated. Our rich and diverse natural environment is thriving, resilient, and adapting to climate change as well as contributing to climate change mitigation. Everyone understands the benefits and importance of biodiversity and is playing their role in the stewardship of nature in Northern Ireland for future generations.”

3.8	<p>To deliver this Mission and Vision, the draft Strategy sets out five strategic objectives:</p> <ol style="list-style-type: none"> 1) Well Protected Nature and Accelerated Restoration 2) Reduction of the Pressures on Biodiversity 3) Sustainable Use of Biodiversity through Nature-Friendly Policies and Practice 4) Nature Valued and Mainstreamed across All of Government and Society 5) Building Strong, Integrated Evidence and Knowledge to Enable Action and Reporting for Nature
3.9	<p>In 2021 BCC submitted a pre-consultation response to assist in the development of a new Northern Ireland Biodiversity Strategy, which identified requirements including the need for; robust legislation and policies, baseline data, adequate resourcing and cessation of incentives which are damaging the natural environment.</p>
3.10	<p>The draft Nature Recovery Strategy in it's current form lacks a framework, targets, lead delivery agents and identified funding sources. As such, the draft Strategy will not achieve the Mission or Vision outlined. BCC reiterates the previous recommendations and suggestion to adopt the 4 goals and 23 targets identified in the Global Biodiversity Framework at the Northern Ireland level.</p>
3.11	<p>Following consideration by relevant officers across the Council, a response has been completed in draft form for approval by Members. The draft consultation response is presented in Appendix 2.</p>
3.12	<p>The deadline for submission is the 18th of March 2026. As this is after the full Council meeting it is proposed that the attached consultation response, subject to any amendments proposed by this Committee, is submitted to DAERA with the caveat that it has not yet been ratified by Council and may be subject to further amendment</p>
3.13	<p><u>Financial & Resource Implications</u></p> <p>There are currently no financial implications.</p>
3.14	<p><u>Equality or Good Relations Implications/Rural Needs Assessment</u></p> <p>There are currently no equality or good relations implications.</p>
4.0	Appendices

Appendix 1: Global Biodiversity Framework – Goals and Targets. Appendix 2: Draft BCC Consultation Response to the Draft Nature Recovery Strategy (new NI Biodiversity Strategy)
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Appendix 1 The Kunming-Montreal Global Biodiversity Framework

The Framework has four long-term goals for 2050 related to the 2050 Vision for biodiversity.

GOAL A Protect and Restore

The integrity, connectivity and resilience of all ecosystems are maintained, enhanced, or restored, substantially increasing the area of natural ecosystems by 2050;

Human induced extinction of known threatened species is halted, and, by 2050, the extinction rate and risk of all species are reduced tenfold and the abundance of native wild species is increased to healthy and resilient levels;

The genetic diversity within populations of wild and domesticated species, is maintained, safeguarding their adaptive potential.

GOAL B Prosper with Nature

Biodiversity is sustainably used and managed and nature's contributions to people, including ecosystem functions and services, are valued, maintained and enhanced, with those currently in decline being restored, supporting the achievement of sustainable development for the benefit of present and future generations by 2050.

GOAL C Share Benefits Fairly

The monetary and non-monetary benefits from the utilization of genetic resources and digital sequence information on genetic resources, and of traditional knowledge associated with genetic resources, as applicable, are shared fairly and equitably, including, as appropriate with indigenous peoples and local communities, and substantially increased by 2050, while ensuring traditional knowledge associated with genetic resources is appropriately protected, thereby contributing to the conservation and sustainable use of biodiversity, in accordance with internationally agreed access and benefit-sharing instruments.

GOAL D Invest and Collaborate

Adequate means of implementation, including financial resources, capacity-building, technical and scientific cooperation, and access to and transfer of technology to fully implement the Kunming-Montreal Global Biodiversity Framework are secured and equitably accessible to all Parties, especially developing country Parties, in particular the least developed countries and small island developing States, as well as countries with economies in transition, progressively closing the biodiversity finance gap of \$700 billion per year, and aligning financial flows with the Kunming-Montreal Global Biodiversity Framework and the 2050 Vision for biodiversity.

The Framework has 23 action-oriented global targets for urgent action over the decade to 2030.

Target 1: Plan and Manage all Areas To Reduce Biodiversity Loss

Target 2: Restore 30% of all Degraded Ecosystems

Target 3: Conserve 30% of Land, Waters and Seas

Target 4: Halt Species Extinction, Protect Genetic Diversity, and Manage Human-Wildlife Conflicts

Target 5: Ensure Sustainable, Safe and Legal Harvesting and Trade of Wild Species

Target 6: Reduce the Introduction of Invasive Alien Species by 50% and Minimize Their Impact

Target 7: Reduce Pollution to Levels That Are Not Harmful to Biodiversity

Target 8: Minimize the Impacts of Climate Change on Biodiversity and Build Resilience

Target 9: Manage Wild Species Sustainably to Benefit People

Target 10: Enhance Biodiversity and Sustainability in Agriculture, Aquaculture, Fisheries, and Forestry

Target 11: Restore, Maintain and Enhance Nature's Contributions to People

Target 12: Enhance Green Spaces and Urban Planning for Human Well-Being and Biodiversity

Target 13: Increase the Sharing of Benefits From Genetic Resources, Digital Sequence Information and Traditional Knowledge

Target 14: Integrate Biodiversity in Decision-Making at Every Level

Target 15: Businesses Assess, Disclose and Reduce Biodiversity-Related Risks and Negative Impacts

Target 16: Enable Sustainable Consumption Choices To Reduce Waste and Overconsumption

Target 17: Strengthen Biosafety and Distribute the Benefits of Biotechnology

Target 18: Reduce Harmful Incentives by at Least \$500 Billion per Year, and Scale Up Positive Incentives for Biodiversity

Target 19: Mobilize \$200 Billion per Year for Biodiversity From all Sources, Including \$30 Billion Through International Finance

Target 20: Strengthen Capacity-Building, Technology Transfer, and Scientific and Technical Cooperation for Biodiversity

Target 21: Ensure that knowledge is Available and Accessible to Guide Biodiversity Action

Target 22: Ensure participation in Decision-Making and Access to Justice and Information Related to Biodiversity for all

Target 23: Ensure Gender Equality and a Gender-Responsive Approach for Biodiversity Action

Consultation Response on The Nature Recovery Strategy for Northern Ireland

18th March 2026

Belfast City Council welcomes the opportunity to comment on the Nature Recovery Strategy for Northern Ireland and looks forward to working with the Department of Agriculture, Environment and Rural Affairs (DAERA) on delivery.

Belfast City Council has a significant number of corporate Plans and Strategies which support and contribute to the protection of the natural environment. These include but are not limited to the Belfast Agenda, Local Development Plan, Green and Blue Infrastructure Plan, Open Space Strategy, Tree Strategy and Climate Action Plan. Council is also in the process of developing the new Belfast Local Biodiversity Action Plan.

Background and Comments

In 2021 and 2023 DAERA requested input from BCC in relation to the development of a new NI Biodiversity Strategy. The Council responded and made suggestions to assist with Strategy development and implementation.

The draft Strategy in its current form lacks a framework, targets, lead delivery agents and identified funding sources. As such the strategy will not achieve the Mission or Vision outlined. BCC reiterates the previous suggestion to adopt the four goals and 23 targets identified in the Global Biodiversity Framework at the Northern Ireland level.

To halt and reverse biodiversity loss across NI, Council reiterates the following requirements.

1. Robust Legislation and policies for example in terms of protection of priority habitats and species outside designated sites.
2. Baseline data – the dearth of ecological data across most habitats and taxa prevents informed decision making and facilitates short term decisions over long term societal benefits. It is impossible to monitor trends across most taxa and biodiversity indicators especially at a local level due to this data deficiency.
3. Cessation of incentives which are damaging the natural environment. The Environmental Audit Committee found that all too often, governments spend more on practices that exploit the natural environment than conserving it.

4. Resources – Lack of investment in the natural environment is simply storing up costs for future generations for example on invasive alien species which is currently estimated to cost £4 bn to the UK economy annually previously £1.8bn in 2021.
5. Resources – ecological skills development in particular across all areas of Central and Local Government but also across within the ecological sector. There is a significant skills gap recognised by the sector which needs addressed.
6. For the new Nature Recovery Strategy to succeed it needs to identify existing pressures and constraints accompanied with detailed actions to address these. There needs to be SMART Targets with interim milestones and monitoring accompanied with resources both skilled professionals and revenue which can be accessed by environmental organisations and Local Authorities.
7. Mainstreaming Biodiversity - Collaboration across all sectors is required to deliver the outcomes needed in Central and Local Government, Environmental NGOs but also, all public bodies including the Health and Education sectors.
8. We welcome the proposal to convene a Nature Recovery forum but repeat that structures should be reinstated including the NI Biodiversity Group and the Habitat and Species Action Plan Groups.



Subject:	Request for the use of Parks for 2026 Events
Date:	March 4 th 2026
Reporting Officer:	David Sales, Strategic Director of City and Neighbourhood Services.
Contact Officer:	Stephen Leonard, Director of Open Spaces, Resources, Fleet and Transport.

Restricted Reports													
Is this report restricted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>												
<p>Please indicate the description, as listed in Schedule 6, of the exempt information by virtue of which the council has deemed this report restricted.</p> <p>Insert number <input style="width: 30px; height: 20px;" type="text"/></p> <ol style="list-style-type: none"> 1. Information relating to any individual. 2. Information likely to reveal the identity of an individual. 3. Information relating to the financial or business affairs of any particular person (including the council holding that information) 4. Information in connection with any labour relations matter 5. Information in relation to which a claim to legal professional privilege could be maintained. 6. Information showing that the council proposes to (a) to give a notice imposing restrictions on a person; or (b) to make an order or direction. 7. Information on any action in relation to the prevention, investigation or prosecution of crime 													
<p>If Yes, when will the report become unrestricted?</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">After Committee Decision</td> <td style="width: 5%;"></td> <td style="width: 25%; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>After Council Decision</td> <td></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Sometime in the future</td> <td></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Never</td> <td></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		After Committee Decision		<input type="checkbox"/>	After Council Decision		<input type="checkbox"/>	Sometime in the future		<input type="checkbox"/>	Never		<input type="checkbox"/>
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	<p>The Committee is asked to note that Council has received a number of requests to hold events across Belfast Parks.</p> <ul style="list-style-type: none"> • March for Jesus – Ormeau Park • Mary’s Meals: Step by Step Sponsored Walk – Falls Park • Fundamania – Boucher Playing Fields • Belfast Memory Walk – Ormeau Park
2.0	Recommendation
2.1	The Committee is asked to grant authority to each of the applicants for the proposed events on the dates noted and to delegate authority to the Director of Neighbourhood Services to ensure the following:
2.2	Where appropriate negotiate a fee which recognises the costs to Council, minimises negative impact on the immediate area and takes account of the potential wider benefit to the city economy, in conjunction with the Councils Commercial Manager.
2.3	<p>Negotiate satisfactory terms and conditions of use via an appropriate legal agreement prepared by the City Solicitor, including managing final booking confirmation dates and flexibility around ‘set up’ & take down’ periods, and booking amendments, ensuring the organisers:</p> <ol style="list-style-type: none"> I. resolve all operational issues to the Council’s satisfaction. II. meets all statutory requirements including Public Liability Insurance cover, Health and Safety, and licensing responsibilities; and III. shall consult with adjoining public bodies and local communities as necessary.
2.4	Please note that the above recommendations are taken as a pre-policy position in advance of the Council agreeing a more structured framework and policy for ‘Events’, which is currently being taken forward in conjunction with the Councils Commercial team.
3.0	Main Report
3.1	<p><u>Key Issues</u></p> <p>If agreed, the event organiser will be required in advance of the event to submit an event management plan for approval by the Council and all relevant statutory bodies. This will include an assessment of how the event will impact upon the surrounding area and measures to mitigate these impacts.</p>
3.2	<u>All Nation Church – March for Jesus Ormeau Park Saturday 16 May 2026</u>
3.3	Council have received a request from All Nation Church for their Rally on Saturday 16 May 2026 to commence from Ormeau Park on to the Ormeau embankment and progressing down the Ravenhill Road to City Hall, where the rally will conclude. Returning to Ormeau Embankment to access parked coaches.

3.4	<p>The proposed route for the event is as follows:</p> <p>The rally departs Ormeau Park 2:00 PM, and proceed peacefully via Ormeau Embankment, down Ravenhill Road to City Hall, where the event will conclude. City Hall have been notified of the rally by the All Nation Church. Some participants of the rally will be making their return journey back to Ormeau Embankment to access buses.</p>
3.5	<p>There will be a family-friendly crowd of approximately 5,000 participants. Final numbers will be determined by All Nation Church, through outreach and engagement with churches across Ireland. All Nation Church hosted the event in Belfast in 2025 which attracted 3,000 attendees.</p>
3.6	<p>All Nation Church have contracted Wor. Bro. Paul R McMichael, County Grand Secretary of the Orange Order to assist with the logistics of the Rally from Ormeau Park to City Hall. The PSNI have been informed along with an 11/1 parade notification being submitted.</p>
3.7	<p>The event organiser will meet with the PSNI to ascertain the need for the closure of Ormeau embankment and to facilitate the parking of coaches of the attendees of the rally. Event Organisers will liaise with neighbouring Asian Supermarket and Ozone Complex, in order to allow full access to both sites, if the embankment is required to be closed.</p>
3.8	<p>The Key dates for the request are:</p> <p>Set Up - 11.00am, Saturday 16 May 2026 Main Event - 12noon - Gathering at Ormeau Park, Grass area and hardstanding surface beside Ozone complex, Saturday 16 May 2026 Rally commences – 2.00pm, Saturday 16 May 2026 De Rig – 5.00pm, Saturday 16 May 2026 (time to be confirmed by event organiser)</p>
3.9	<p><u>Mary’s Meals Step by Step Sponsored Walk – Falls Park</u></p>
3.10	<p>Belfast City Council have received a request from Mary’s Meals to host a sponsored walk at Falls Park. Mary’s Meals is a charity set up to deal with world hunger. They provide 2.6 million children in 16 of the world’s poorest countries with a daily meal in school.</p>
3.11	<p>They have requested permission to collect money on site for people to make donations through collection buckets and to set a gazebo up on site to provide additional information to those attending. 100% of all money raised will be donated to the charity. Their registered Charity Number is: SC022140</p>
3.12	<p>The Key dates for the request are:</p> <p>Set up – 12pm on Saturday 13 June 2026 Main Event – 12.30pm to 1.45pm on Saturday 13 June 2026 De-Rig – 2pm on Saturday 13 June 2026</p>
3.13	<p><u>Fundamania Boucher Playing Fields</u></p>
3.14	<p>The Panoramic Wheel Company is a family run business who own and operate family and children’s amusement rides, attractions, bouncy castles, inflatable games and games stalls throughout Northern Ireland.</p>

3.15	They are based in Belfast and have been trading for over 13 years, including at many Council events.
3.16	They have successfully hosted the Panoramic Wheel in Botanic Gardens for several years and successfully hosted Fundamania at Boucher for 5 years.
3.17	It is proposed that Fundamania will be open to the public between 5pm - 10pm, Monday to Friday and 1pm – 10pm Saturday and Sunday. Access to the site will be required from Monday 26 th September for set up and 2 days following the event closure for dismantle.
3.18	It is estimated that there will approximately 1000 attendee's each day
3.19	There will be an option to purchase a one-off inclusive price for unlimited use of the attractions but there will also be pay as you go options available.
3.20	Attractions will include ferris wheel, kiddies rides, dodgems and carousels. A hot food outlet will be located at the event. Alcohol will not be sold and will not be permitted to be brought onto the Site.
3.21	The event will require the closure of a substantial area of the site. The funfair rides will be erected on the hard standing area within the site.
3.22	The Event Organiser will be required to submit an Event Management Plan to the Council prior to their event, in a timely manner and undertake the appropriate notifications, as necessary.
3.23	<p>The Key dates for the request are:</p> <p>Set up – Monday 14th September 2026 Main Event – Saturday 19th September 2026 – Sunday 11th October 2026 De Rig – Monday 12th October – Tuesday 13th October 2026</p>
3.24	<p><u>Belfast Memory Walk 2026 – Ormeau Park</u></p> <p>The Alzheimer's Society has requested the use of Ormeau Park for their Belfast Memory Walk charity event. Belfast Memory Walk is a family friendly fundraising walk, which will raise money to provide help and hope to everyone affected by dementia. Everyone is welcome to take part, and registration is free. Walkers can sign up on our website and will receive a fundraising pack and t-shirt in the post.</p>
3.25	<p>The Key Dates for the request are:</p> <p>Set up – 7am to 10am, Saturday 26th September 2026 Main Event – 10am to 3pm, Saturday 26th September 2026 De-Rig 4.30pm, Saturday 26 September 2026</p>
3.26	On the day there will be an event site, where there will be food and drink vendors, an information stand, a merchandise stand, a Memory Tree and a stage with a Zumba warm up.

3.27	There will be a long and short route around the park, meaning there will be something to suit everyone.
3.28	They have requested permission to collect donations in buckets across the stands. Their charity number is 296645.
3.29	<p><u>Financial and Resource Implications</u></p> <p>The Strategic Director of City & Neighbourhood will negotiate an appropriate fee for the Fundamania event, which recognises the costs to Council, minimises negative impact on the immediate area and takes account of the potential wider benefit to the city economy, in conjunction with the Councils Commercial Manager. The Strategic Director of City & Neighbourhood Services will also authorise the relevant level of the necessary bond of intent and reinstatement bond.</p>
3.30	<p><u>Equality or Good Relations Implications/Rural Needs Assessment</u></p> <p>There are no known implications</p>
4.0	Appendices
	None

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Subject:	Generalist Advice Funding 26/27
Date:	4 th March 2026
Reporting Officer:	Jim Girvan, Director of Neighbourhood Services
Contact Officer:	Nicola Lane, Neighbourhood Services Manager Margaret Higgins, Lead Officer, Community Provision

Restricted Reports													
Is this report restricted?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>												
<p>Please indicate the description, as listed in Schedule 6, of the exempt information by virtue of which the council has deemed this report restricted.</p> <p>Insert number <input style="width: 40px; height: 20px;" type="text"/></p> <ol style="list-style-type: none"> 1. Information relating to any individual 2. Information likely to reveal the identity of an individual 3. Information relating to the financial or business affairs of any particular person (including the council holding that information) 4. Information in connection with any labour relations matter 5. Information in relation to which a claim to legal professional privilege could be maintained 6. Information showing that the council proposes to (a) to give a notice imposing restrictions on a person; or (b) to make an order or direction 7. Information on any action in relation to the prevention, investigation or prosecution of crime 													
<p>If Yes, when will the report become unrestricted?</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">After Committee Decision</td> <td style="width: 5%; text-align: center;"><input type="checkbox"/></td> <td style="width: 25%;"></td> </tr> <tr> <td>After Council Decision</td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> <tr> <td>Sometime in the future</td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> <tr> <td>Never</td> <td style="text-align: center;"><input type="checkbox"/></td> <td></td> </tr> </table>		After Committee Decision	<input type="checkbox"/>		After Council Decision	<input type="checkbox"/>		Sometime in the future	<input type="checkbox"/>		Never	<input type="checkbox"/>	
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	<p>The main purpose of this report is to:</p> <ul style="list-style-type: none"> • Advise members that the Community Support Programme (CSP) Letter of Offer for 2026/27 has not yet been received by Council from DfC. • Seek members approval to issue Letters of Offer for 2026/27 for Generalist Advice in the absence of a Letter of Offer from DfC. 								
2.0	Recommendation								
2.1	<p>Members are asked to;</p> <ul style="list-style-type: none"> • Consider the contents of the report and • Grant approval for officers to progress funding agreements for Generalist Advice for the period 1 April 2026 to 31 March 2027. 50% payments will be issued in advance upon the return of required paperwork with a second payment made pending return of satisfactory paperwork and available budget. • Note that Council does not have any budget to support activity that is 100% funded through the CSP. A further report on other 100% funded elements will be provided when the CSP Letter of Offer has been received. 								
3.0	Main Report								
3.1	<p>Background information</p> <p>Members will be aware that the Department for Communities (DfC) provides an annual grant to Council through its Community Support Programme (CSP) Letter of Offer. This funding provides an element of the budget towards a range of funding programmes including generalist advice.</p>								
3.2	<p>Council has not yet received a CSP Letter of Offer for 2026/27 and therefore does not have any confirmation of the total budget that will be available for 26/27. Any reduction in the DfC allocation will impact on the overall level of the grant budget and potentially awards to the grant recipients. In recent years the CSP Letter of Offer has been received in June/July.</p>								
3.3	<p>Key Issues</p> <p><u>Generalist Advice Funding</u></p> <p>Members will be aware that Council provides funding for generalist advice provision to 5 Advice Consortia covering: Central, East, North, South and West Belfast. The funding is allocated to the consortia using a funding model based on population and multiple deprivation indicators. The list of advice organisations and consortium funding allocation is contained in Appendix 1.</p>								
3.4	<p>Council's contribution to Generalist Advice is 34% of the total allocation. Members are asked to consider if they are content to approve the issue of Letters of Offer and 50% payment in advance of receipt of the CSP LoO.</p> <p>A further report will be presented to committee when council receives the Community Support Programme Letter of Offer from DfC.</p>								
4.0	<u>Financial and Resource Implications</u>								
4.1	<p>Members are asked to note the following funding that was in place for generalist advice in 25/26.</p> <table border="1"> <thead> <tr> <th>Programme</th> <th>DfC contribution</th> <th>BCC contribution</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Advice Grant</td> <td>£813,286</td> <td>£411,729</td> <td>£1,225,015</td> </tr> </tbody> </table>	Programme	DfC contribution	BCC contribution	Total	Advice Grant	£813,286	£411,729	£1,225,015
Programme	DfC contribution	BCC contribution	Total						
Advice Grant	£813,286	£411,729	£1,225,015						

4.2	Based on legal advice, if committee approves the issue of 50% funding, Funding Agreements for 2026/27 will contain a condition that the second payment may vary due to the level of funding received from DfC.
5.0	<u>Equality or Good Relations Implications/Rural Needs Assessment</u>
5.1	Any reduction in the available budget has the potential to impact on service delivery which may have equality, good relations or rural needs implications for Belfast City Council.
6.0	Appendices - Documents Attached or None
6.1	Appendix 1 - Advice Funding Allocation 2026/27

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**Appendix 1
Proposed Advice Funding Allocation 2026/27 (Based on 25/26 agreed by
Committee August 2025)**

Consortium	Members	Proposed Allocation
Central	Advice Space (Central)	£75,998.63
	Belfast Unemployed Resource Centre (BURC)	£32,570.84
	TOTAL Central	£108,569.47
East	Advice Space (East)	£88,516.65
	East Belfast Independent Advice Centre	£88,516.65
	TOTAL East	£177,033.30
North	The Vine Centre	£123,314.84
	Ardoyne Association	£45,482.59
	Ballysillan Community Forum	£22,616.55
	Ligoniel Improvement Association	£9,837.50
	Tar Isteach	£29,019.47
	Advice Space (North)	£86,753.15
	TOTAL North	£317,024.10
South	Ballynafeigh Com Dev. Association (BCDA)	£101,521.88
	Southcity Resource & Development Centre	£76,047.10
	Advice Space	£11,133.45
	TOTAL South	£188,702.44
West	Falls Community Council (FCC)	£63,394.24
	Advice Space – Andersonstown	£67,630.00
	Advice Space – Shankill	£60,838.58
	Advice Space - Springfield	£42,857.03
	Neighbourhood Dev Assoc (NDA)	£56,658.04
	Springfield Charitable Assoc (SCA)	£77,704.79
	Upper Springfield Dev Trust (USDT)	£64,603.68
	TOTAL West	£433,686.36
	TOTAL Advice Funding	£1,225,015.64

Organisations highlighted are the lead partners in each consortia area

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