

## Ballymoney Borough Council

### Health & Environmental Services Committee Meeting No 332 - 28<sup>th</sup> August 2007

#### Table of Contents

<b>332.1</b>	Greenpeace Films	
<b>332.2</b>	Minutes – Meeting No 331 – 28 <sup>th</sup> August 2007	
2.1	Street Litter Bins (331.1.1)	<i>Refurbish &amp; renew where necessary, existing town centre cast iron litter bins</i>
2.2	Erection of Street Nameplate in a Language other than English (331.16)	<i>Deferred</i>
2.3	NILAS Working Group	<i>Augment NILAS Working Group with provision for substitution of members when necessary At Council meeting set date of next Working Group meeting.</i>
2.4	Proposed Meeting with DoE Minister	<i>The Mayor, Councillor Robinson and the Director be delegated to meet with DoE Minister</i>
2.5	Adoption of Minutes	<i>Adopted</i>
<b>332.3</b>	Strategic Outline Case for Residual Waste Procurement	<i>Approve Strategic Outline Case and Memorandum of Understanding</i>
<b>332.4</b>	Petroleum (Regulation) Acts (NI) 1929 & 1937 petroleum Spirit Licence (Renewals)	<i>Renew Licences</i>
<b>332.5</b>	Food Complaints	<i>Action as detailed</i>
<b>332.6</b>	Local Government (Misc Provisions) (NI) Order 1985 – Licence Application (Full) (Renewal)	<i>Renew Licences</i>
<b>332.7</b>	Local Government (Misc Provisions) (NI) Order 1985 – Licence Application (14 Unspecified Days) (Renewal)	<i>Renew Licences</i>
<b>332.8</b>	Mobile Street Trading Licence	<i>Renew Licences</i>
<b>332.9</b>	Examination Success	<i>Letter of congratulations be sent</i>
<b>332.10</b>	Building Control Applications	<i>Note applications and extend invitation to Chief Planning Control Officer to present his Annual Report to Council on 5th November</i>
<b>332.11 to 332.18</b>		<i>For information</i>

**BALLYMONEY BOROUGH COUNCIL**

Minutes of Health & Environmental Services Committee Meeting No 332 held in the Council Chamber, Riada House, Ballymoney on Tuesday 25<sup>th</sup> September 2007 at 7.30 pm.

**IN THE CHAIR** Councillor Robinson

**PRESENT** **Aldermen**  
F Campbell  
C Cousley

**Councillors**  
J Finlay, Mayor  
M McCamphill  
D McKay  
A Patterson

**APOLOGIES** H Connolly, Deputy Mayor  
B Kennedy

**IN ATTENDANCE** Director of Borough Services  
Committee Clerk

**332.1 GREENPEACE FILMS - THE CONVENIENT SOLUTION**

Committee viewed 2 short films received from Greenpeace – ‘The Convenient Solution’ and ‘What Are We Waiting For?’ Both films dealt with the issue of climate change and UK energy policy, arguing that climate change can be tackled, but not with nuclear power. Greenpeace contends that nuclear power has been misrepresented as a solution to climate change and energy security, whereas it does little to address these problems. In Greenpeace’s view, the more convenient solution is well understood and within practical and economic reach. Greater efficiency in the use of energy and in the energy supply system along with a shift to renewable energy sources.

In the ensuing discussion Councillor Finlay, Alderman Campbell and Councillor McCamphill commented regarding the plant seen on visits to the Isle of Man and Germany.

**332.2 MINUTES MEETING NO 331 – 28<sup>TH</sup> AUGUST 2007****Matters Arising****2.1 Street Litter Bins (331.1.1)**

The Director referred to the decision taken by Council on 3<sup>rd</sup> September that a 'prestige' type street litter bin be provided in Ballymoney town centre and advised that having again considered the matter he would make further suggestion to Committee. He indicated that as Council had seemed content with the 75l cast iron type bin in use in the town centre for some time he had sought guide prices as to both the refurbishment of repairable bins and the purchase of new similar bins. He indicated that following an initial inspection that it was possible to refurbish 13 bins [at approximately £150 per unit] and that 6 new bins would be needed [at approximately £450 per unit]. He indicated that this type of bin would be sited as at present [mainly on High Street, Church Street and Main Street] with one bin on Townhead Street and on Linenhall Street. Members expressed themselves as being content with the Director's proposal.

It was proposed by Alderman Campbell, seconded by Alderman Cousley and **AGREED:**

***to recommend to Council, refurbishment of the repairable cast iron bins and purchase any necessary new bins, reinstating these bins on a like for like basis in the town centre thus matching their original provision.***

The Director also drew Committee's attention to the state of litter bins in other Borough settlements and indicated that he would report further on this matter at a future Committee meeting.

**2.2 Erection of Street Nameplate in a Language other than English (331.16)**

The Director advised that this business had been deferred from the previous Committee meeting. Councillor Finlay advised that the information he had requested had only been received earlier in the day, delayed he understood as the Chief Executive had sought legal advice and that he had not as yet had any opportunity to consider same. To enable consideration of the information which now had been received, Councillor Finlay proposed that -

***the matter be deferred for one month***

This was seconded by Alderman Campbell.

Councillor McKay proposed that

***the matter be deferred to the meeting of Council on 1<sup>st</sup> October.***

This was seconded by Councillor McCamphill.

A recorded vote was taken at the request of Councillor McKay. The Chair put Motion One to the meeting. The vote was recorded as follows.

**MOTION ONE****For**

Councillor Patterson  
Alderman Campbell  
Alderman Cousley  
Councillor Finlay

**Against**

Councillor McKay  
Councillor McCamphill

**The Chair declared Motion One carried.**

**2.3 NILAS Working Group (331.18)**

The Chair reminded Members that this Group had been established to consider the response Council might make in order to manage its municipal waste and comply with the Council's NILAS targets. Difficulty was being experienced regarding securing Member attendance. The Group, as currently constituted, comprises Councillor Robinson, Councillor Kennedy, Councillor McKeown, Councillor McKay, Councillor McCamphill and Alderman Connolly. The Director suggested reconstituting or augmenting the Group. Councillor Finlay and Alderman Cousley agreed to join the group. Councillor McKay proposed that Councillor Cavlan, who is not a member of the Committee, could substitute for him were he not to be available. It was also suggested that a similar substitution mechanism apply as regards the UUP.

It was proposed by Alderman Campbell, seconded by Councillor McCamphill and **AGREED**

***to recommend that the Group remain as constituted with the following changes***

- 1. Councillor Finlay and Alderman Cousley be appointed;***
- 2. Councillor Cavlan to attend in the absence of Councillor McKay; and***
- 3. Alderman Simpson to attend in the absence of Councillor McKeown.***

As it was necessary that the Group meet at the earliest opportunity, it was agreed that the date of the next NILAS Working Group meeting be set at the Council meeting on 1<sup>st</sup> October.

\* **Councillor McKay left the meeting at 8.45 pm**

## 2.4 PROPOSED MEETING WITH DoE MINISTER

The Chair referred to a letter written to all Members by the Director requesting suggestions as to the matters councillors wished to discuss with the Minister. She advised that the Director had not received any responses. Members discussed whether it would be best to ask the Minister to come to Council or to seek a meeting with the Minister, which a Council delegation might attend.

It was proposed by Councillor McCamphill, seconded by Councillor Patterson and **AGREED:**

***to recommend that Councillor Finlay, Councillor Robinson and the Director be delegated to visit the DoE Minister on a date to be arranged.***

## 2.5 Adoption of Minutes

It was proposed by Alderman Campbell, seconded by Councillor McCamphill and **AGREED:**

***that the minutes of Meeting No 331 – 28<sup>th</sup> August 2007, as circulated, be confirmed as a correct record.***

# ENVIRONMENTAL SERVICES

## 332.3 STRATEGIC OUTLINE CASE FOR RESIDUAL WASTE PROCUREMENT

The North West Region Waste Management Group (NWRWVG), and the Southern Waste Management Partnership (SWaMP), have been exploring the possibility of jointly procuring Mechanical Biological Treatment (MBT) for the treatment of residual waste in line with their agreed waste management plans. The procurement of MBT will assist the Groups in meeting their obligations under the Northern Ireland Landfill Allowance Scheme (NILAS) and the European Directive on the landfilling of waste.

It is likely that the Councils of both Groups will require some form of financial subvention from government in order to secure future facilities. As a result the Strategic Investment Board (SIB) has been advising the Groups and procured the services of Ernst and Young and Enviro to produce a Strategic Outline Case (SOC) on behalf of the Groups. The purpose of the SOC is to determine a set of viable options that could provide an acceptable solution for the treatment of residual waste.

The SOC has been completed and presented to the North West Region Waste Management Group. The following three options are identified: -

- RDF to Landfill
- RDF to Cement Kiln/3<sup>rd</sup> party
- RDF to Gasification plant

The next stage in this process is the commissioning of a strategic business case to examine the options in detail and to undertake sensitivity analysis to identify the preferred option.

A **Memorandum of Understanding** (MoU) has been prepared between the NWRWMG and SWaMP. This is a consensus-based document, based on legal opinion and best practice elsewhere in the field of multi-authority waste management contracts. It provides the framework for:-

- Agreeing that the local authorities will work together on the residual waste project.
- The practical arrangement for progressing the project including the appointment of a dedicated project manager.
- The obligations of each authority upon signing the MoU

A workshop will take place on Monday the 1<sup>st</sup> October 2007 to which all members have been invited at which the OBC and MoU will be presented in detail. The Waste Management Sub-committee has agreed the SOC and the MoU and requested that it is presented to member Councils for approval.

The presentation made by Ernst & Young to the NWRWM Group Sub-Committee on 12<sup>th</sup> September regarding the Strategic Outline Case (SOC) for dealing with residual municipal waste, together with the draft MOU was circulated.

**Recommendation: -**

That Council approves the Strategic Outline Case and agrees to sign and seal the Memorandum of Understanding between the North West Region Waste Management Group and The Southern Waste Management Partnership.

The Director advised that since the draft MoU had issued to be put in front of Councils suggestion had been made by SWaMP that perhaps the 'decision tree' was over elaborate and that Councils having established the Joint Committee ought to empower that body with any necessary decision making powers. He advised that as it was the circulated document which was being put to Committee / Council at present should there be any material change then the MoU would be brought back to Council for its further consideration.

It was proposed by Councillor Finlay, seconded by Alderman Campbell and  
**AGREED:**

***to recommend that Council approves the Strategic Outline Case and signs the seal of the Memorandum of Understanding between the North West Region Cross Waste Management Group and The Southern Waste Management Partnership, as detailed.***

## **HEALTH & SAFETY**

### **332.4 PETROLEUM (REGULATION) ACTS (NORTHERN IRELAND) 1929 AND 1937 PETROLEUM SPIRIT LICENCE (RENEWALS)**

Application has been received for the renewal of petroleum spirit licences as follows: -

**Premises****Applicant**

Hugh Taggart & Sons Ltd  
Meetinghouse Street  
BALLYMONEY

Mr. H C Taggart

Robert Logan Hardware  
36 Drumadoon Road  
Cloughmills  
BALLYMENA

Mr. C Logan

CB Fuels  
33A Bridge Road  
Dunloy  
BALLYMENA

Mr. Colm Bradley

The renewal of licences as detailed above is **RECOMMENDED** and in the cases of Robert Logan Hardware and CB Fuels subject to the receipt of a satisfactory electrical test certificate.

It was proposed by Councillor McCamphill, seconded by Councillor Finlay and **AGREED:**

***to recommend renewal of licences, as detailed above, subject to the receipt of a satisfactory electrical test certificate where indicated.***

**FOOD****332.5 FOOD COMPLAINTS**

During the report period 3 no. formal food complaint investigations were completed.

**Ref Number****Nature of Complaint**

FC/805/C/03/06  
FC/805/C/08/06

Foreign Matter in Ginger Nut Biscuits  
Blue Mould in inside of chocolate covered  
apple

**IT IS RECOMMENDED** that legal proceedings are not instituted in relation to the above complaints but that informal warning letters are sent to the manufacturers. In addition the complainants, vendors and home authorities should be informed in writing of the outcome of each investigation.

**Ref Number****Nature of Complaint**

FC/805/C/05/06

Foreign Matter in Porridge Oats

**IT IS RECOMMENDED** that no further action be taken on this occasion for the above complaint other than to advise the complainant, vendor, manufacturer and home authority in writing of the outcome of the investigation.

It was proposed by Councillor Finlay, seconded by Alderman Cousley and **AGREED:**

***to recommend to Council that the complaints be actioned as detailed above.***

## LICENSING

### 332.6 LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) (NORTHERN IRELAND) ORDER 1985 - LICENCE APPLICATION (FULL) (RENEWAL)

#### Premises

Magherahoney Parochial Hall,  
60 Coolkeeran Road,  
Armoy,  
BALLYMONEY,  
BT53 8XN.

Cloughmills Primary School,  
Youth Centre,  
Assembly Hall,  
43 Main Street,  
Cloughmills,  
BALLYMENA,  
BT44 9LF.

McLaughlins Corner,  
60 Bann Road,  
Rasharkin,  
BALLYMENA,  
BT44 9TE.

#### Applicant

Rev. Robert Butler

North Eastern Education &  
Library Board

Mr. Sean McLaughlin

***IT IS RECOMMENDED*** that the Borough Council renew the Indoor Entertainment's Licence as detailed above. In addition to the Borough Council's "Conditions of Licence" adopted on 7<sup>th</sup> October 1985. The additional conditions detailed on the premise file also apply.

### 332.7 LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) (NORTHERN IRELAND) ORDER 1985 - LICENCE APPLICATION (FOURTEEN UNSPECIFIED DAYS) (RENEWAL)

#### Premises

Ballyweaney Presbyterian Church  
Hall,  
128 Ballyveely Road,  
Cloughmills,  
BALLYMENA,  
BT44 9NW.

#### Applicant

Mr. William J. Logan



**IT IS RECOMMENDED** that the Borough Council renew the Indoor Entertainment's Licence as detailed above. In addition to the Borough Council's "Conditions of Licence" adopted on 7<sup>th</sup> October 1985 the additional conditions detailed on the premise file also apply.

It was proposed by Alderman Campbell, seconded by Councillor McCamphill and **AGREED:**

***to recommend that Council renew the Indoor Entertainment's Licences as detailed in items 332.6 and 332.7, in accordance with Council's Conditions of Licence and apply any additional conditions as set out in the respective premise files.***

## STREET TRADING

### 332.8 STREET TRADING ACT (NI) 2001 - MOBILE STREET TRADING LICENCE

Applications for renewal of Mobile Street Trading Licences have been made to this Department as follows:-

<u>Purpose</u>	<u>Applicant</u>
Ice Cream & Confectionary	Mrs Drina P Stewart 44 Margaret Avenue BALLYMONEY BT53 6BY
Ice Cream & Confectionary	Mr Samuel R Stewart 44 Margaret Avenue BALLYMONEY BT53 6BY

**IT IS RECOMMENDED** that Mobile Street Trading Licences as applied for be renewed.

It was proposed by Alderman Campbell, seconded by Councillor Finlay and **AGREED:**

***to recommend that Council renew the Mobile Street Trading Licences as detailed.***

## STAFF MATTERS

### 332.9 EXAMINATION SUCCESS

The Director was pleased to report that Lynne O'Brien has successfully completed a Diploma in Acoustics and Noise Control at the University of Ulster, Jordanstown during the academic year '06/'07. The qualification included study on general

acoustics (merit), specialist modules on law (merit) and noise control together with a short dissertation.

**IT IS RECOMMENDED** that a letter of congratulations be forwarded to Mrs. O'Brien recognising her success.

It was proposed by Councillor Finlay, seconded by Councillor Patterson and  
**AGREED:**

***to recommend that Council write a letter of congratulations to Lynne O'Brien recognizing her success.***

## BUILDING CONTROL

### 332.10 BUILDING CONTROL APPLICATIONS

**IT IS RECOMMENDED** that Council note the **Applications, Building Notices and Regularisation Certificates** as detailed in Appendix 1 to this report, which are in accordance with the requirements of the Building Regulations (NI) 2000.

The Director suggested that the Chief Building Control Officer of the Northern Building Control Committee be invited to the Councils meeting on 5<sup>th</sup> November 2007 to present his Annual Report.

It was proposed by Councillor Finlay, seconded by Councillor Patterson and  
**AGREED:**

***that Council note the Applications, Building Notices and Regularisation Certificates as detailed and that the Northern Group Chief Building Control Officer be invited to present his Annual Report to Council at its meeting on 5<sup>th</sup> November.***

## MATTERS FOR INFORMATION

### ENVIRONMENTAL SERVICES

#### 332.11 MUNICIPAL WASTE RETURNS

<u>Waste Type</u>	<u>Aug 2007</u>	<u>Year to Date</u>
Mixed Residual Waste (waste to landfill)	995.80t -0.52%	4,816.38t -3.54%
Mixed Dry Recyclables (blue bin recycling)	128.74t -16.10%	651.78t +8.87%

\* **Councillor Patterson left the meeting at 9.35 pm**

### 332.12 NWRWM GROUP: COMPOSTING TENDER

Members are advised that the above North West Region Waste Management Group Tender is now open for submissions. The closing date for tenders is 12.00\_noon, Friday 19<sup>th</sup> October 2007. The contract notice has been sent to the Official Journal of the European Union and ads appeared in the provincial press on 28<sup>th</sup> and 30<sup>th</sup> August.

“Tenders are invited from experienced and competent contractors for the processing and transfer on to end markets, of organic kitchen and garden waste, arising from brown bin kerbside collections within the following District Councils in the North West Region Waste Management Group: Ballymoney Borough Council, Coleraine Borough Council, Derry City Council, Limavady Borough Council, Moyle District Council, Strabane District Council.”

## FOOD CONTROL

### 332.13 FSA RE-APPROVAL OF COLD STORES FOCUSED AUDIT UPDATE

Council should be aware that the FSA have recently requested an updated Action Plan following the Coldstore Focused Audit in December 2006. A response has been requested by the 5<sup>th</sup> October 2007, to include detailed progress to date supported by evidence of any improvements made. The Directorate is currently preparing a response to meet the requested return date.

## FUEL POVERTY

### 332.14 BALLYMONEY AFFORDABLE FUEL SCHEME ONE-YEAR REVIEW

Ballymoney Affordable Fuel Scheme was launched on 27<sup>th</sup> September 2006.

There are currently 12 stamp retailers in Ballybogey, Ballymoney Town, Cloughmills, Rasharkin and Stranocum. There are no outlets in Balnamore, Dervock or Loughguile.

In April 2007 Glebeside Community Association joined the scheme as a stamp outlet and this has proven to be very successful. Balnamore Community Association is now also considering becoming a stamp outlet.

12 oil suppliers accept the saving stamps.

**In the first year the scheme has sold £28,200 worth of saving stamps.**

Breakdown of sales per area is as follows:

<b>Ballymoney Town:</b>	<b>£18,900</b>
<b>Rasharkin:</b>	<b>£7,200</b>
<b>Ballybogey:</b>	<b>£900</b>
<b>Stranocum:</b>	<b>£600</b>

Outlets in Dunloy and Cloughmills have yet to sell their first sheet of stamps.

Due to the success of the scheme Ballymoney Borough Council commissioned a graphic designer to create a logo for the scheme. This resulted in the distinctive "Stamp out the Cold" branding with A0 & A3 posters, leaflets, savings cards and pop up display boards being purchased.

The Director commended Council on this initiative, which has also been adopted by Antrim, Coleraine and Newtownabbey Borough Councils who have also introduced fuel saving stamp schemes based on the Ballymoney model.

Members expressed their satisfaction that Council initiative was proving to be successful and was being taken up as a good practice model by other local authorities.

## STREET TRADING

### 332.15 STREET TRADING – 25<sup>TH</sup> AUGUST 2007

Further to Council Policy - Procedure for Assessing Late Applications for Street Trading Licences adopted CM 780.11, 5<sup>th</sup> July 2004 (HES Minute 293.4.46 refers) members are advised that the following temporary Street Trading Licences were issued on Saturday 25<sup>th</sup> August 2007.

<u>Name</u>	<u>Address</u>	<u>Description of Articles Sold</u>
Alan Sharpe	1 Reids Road Islandmagee BT 40 3SS	Hot Food
Robert Clyde	63 Drumachose Park Limavady BT49 0NY	Fancy Goods
J.R. Mitchell	10 Keely Gardens Aghadowey BT51 4AL	Confectionary, Soft Drinks
Thomas Douglas	13 Beechfield Court Belfast BT5 4DY	Toys
Linda Montgomery	37 Orangefield Crescent Belfast BT6 9GH	Burgers, Soft Drinks
Harry Douthart	17 Kilcraig Park Ballycastle BT54 6JR	Ice Cream, Confectionary
Linda Dunbar Guy	Ballfore Newtownabbey BT36 6XY	Ice Cream, Confectionary
Colin McClurken	22 Millhouse Glen Millhouse Village Antrim BT41 2UJ	Hot and Cold Food
Tim Hume	133 Orkney Drive Ballymena BT42 4EG	Hats, Flags etc.

Council should also note that these licences have expired as of 1<sup>st</sup> September 2007 and it that it is the intention of the Department to review the retrospective issue of licences in the near future.

## PLANNING CONSULTATIONS

### 332.16 PLANNING CONSULTATION RESPONSES

The following responses to planning consultations have been returned to Planning Service and are provided to Members for information. Where appropriate, replies have been copied to the applicant/agent.

This information will be passed to the Head of Corporate and Development Services.

Application	Address	Proposal	Comment
D/2007/0377/F	64 Market St. Ballymoney	5 no. Dwellings	Noise impact assessment from adjoining premises and information regarding refuse receptacle collection point requested.
D/2007/0330/F	57A & 59 Taughey Road Balnamore Ballymoney	Erection of 25 no. New Dwellings	Refusal – Inadequate provision for refuse storage and collection arrangements.
D/2007/0376/F	10 & 12 Landhead Road Ballymoney	Proposed Housing Development – 8 Apartments, 2 Semi-Detached Houses and 9 Town Houses	Refusal – Inadequate refuse storage arrangements request – additional noise impact assessment from adjoining premises (Haulage Yard).
D/2007/0317/RM	140/142 Kilraughts Road Ballymoney	Proposed Brownfield Development to Provide 31 Residential Units	Request additional information regarding contaminated land, community safety, and refuse storage and collection arrangements.
D/2007/0448/F	8A, 8, 10 & 16 Milltown Avenue Ballymoney	Development of 16 Two Storey Apartments	Refusal – Inadequate refuse storage and collection arrangements.

## LICENSING

### 332.17 LICENSING (NORTHERN IRELAND) ORDER 1996

<u>Applicant</u>	<u>Purpose</u>	<u>Date</u>
James Stevenson Kellys Bar Church Street BALLYMONEY	Occasional Licence Masonic Hall on 21/9/07 (9.00pm – 12 midnight)	29/8/07
Hannah Ita McGarry 18 Corkey Road Loughgiel BALLYMENA	Occasional Licence Millennium Centre Loughgiel on 14/9/07 (6pm – 1am)	30/8/07
Anthony Hanlon 12 Rosedermot Road Cloughmills BALLYMENA	Occasional Licence Rear of Corner House Bar on 14/9/07 (8pm – 11.30pm)	30/8/07
Linda Dunlop Joeys Bar Seymour Street BALLYMONEY	Renewal of a Licence	18/9/07

## COMMUNITY SAFETY

### 332.18 DON'T DISCOUNT CRIME

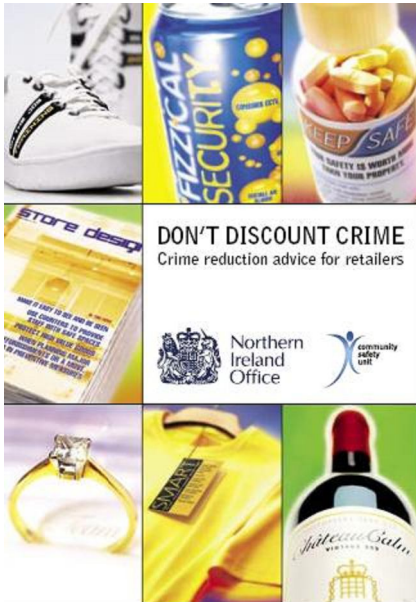
The cost of business and retail crime is felt across many fronts. Far from being 'victimless', the effects of retail and other business crime are widely felt, on employers and employees, on customers and on the wider community. This is why reducing this kind of crime is so important for everyone.

Businesses can be affected by a range of crimes – both internal and external. Offences can include property crimes such as shop theft; violent crimes such as robbery and assault; and anti-social behaviour such as verbal abuse, graffiti and vandalism.

Ballymoney Community Safety Partnership are supporting the 'Don't Discount Crime' campaign launched by the Northern Ireland Office Community Safety Unit. The campaign provides retailers with advice on effective crime prevention measures with premises, stock and procedures which can be implemented to reduce business & retail crime as well as signposting where to go for further information through a series of specially designed postcards.

The aim of the postcards is to raise awareness of retailers by providing information on a range of issues and encourage them to take precautions to reduce crime and better protect themselves and their staff from crime.

For more information about the campaign or to receive a copy of the postcards please contact Cathy Watson, Community Safety Co-Ordinator, Borough Services on 028 27 66 0257 or email at [communitysafety@ballymoney.gov.uk](mailto:communitysafety@ballymoney.gov.uk)



Appendices:  
Appendix 1 – Building Control Applications

## **APPENDIX 1**

### **PRESENTATION MADE BY ERNST & YOUNG RE. THE STRATEGIC OUTLINE CASE (SOC) AND DRAFT MOU**

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907\_Final.pdf



**APPENDIX 1 contd****DRAFT****North West Region Waste Management Group (NWRWMG) and the Southern Waste Management Partnership (SWaMP)****Memorandum of Understanding relating to a Joint Venture between NWRWMG and SWaMP**

This Memorandum of Understanding (**MoU**) is made the [date] between:

1. **ARMAGH CITY AND DISTRICT COUNCIL** of The Palace Demesne, Armagh, BT60 4EL
2. **BALLYMONEY BOROUGH COUNCIL** of Riada House, 14 Charles Street, Ballymoney, County Antrim, BT53 6DZ
3. **BANBRIDGE DISTRICT COUNCIL** of Downshire Road, Banbridge, County Down, Northern Ireland, BT32 3JY
4. **COLERAINE BOROUGH COUNCIL** of Cloonavin, 66 Portstewart Road, Coleraine, County Londonderry, BT52 1EY
5. **COOKSTOWN DISTRICT COUNCIL** of Burn Road, Cookstown, County Tyrone, Northern Ireland, BT80 8DT
6. **CRAIGAVON BOROUGH COUNCIL** of Civic Centre, Lakeview Road, Craigavon County: County Armagh, BT64 1AL
7. **DERRY CITY COUNCIL** of 98 Strand Road, Derry, BT48 7NN
8. **DUNGANNON AND SOUTH TYRONE BOROUGH COUNCIL** of Circular Road, Dungannon, BT71 6DT
9. **FERMANAGH DISTRICT COUNCIL** of Townhall, Enniskillen, Co. Fermanagh, BT74 7BA
10. **LIMAVADY BOROUGH COUNCIL** of 7 Connell Street, Limavady, County Derry, BT49 0HA

11. **MAGHERAFELT DISTRICT COUNCIL** of 50 Ballyronan Road, Magherafelt, County Derry, BT45 6BX
12. **MOYLE DISTRICT COUNCIL** of 7 Mary Street, Ballycastle, County Antrim, BT54 6QH
13. **NEWRY AND MOURNE DISTRICT COUNCIL** of O'Hagan House, Monaghan Row, Newry, County Down, BT35 8DJ
14. **OMAGH DISTRICT COUNCIL** of Council Offices, The Grange, Mountjoy Road, Omagh, Co. Tyrone, Northern Ireland, BT79 7BL
15. **STRABANE DISTRICT COUNCIL** of 47 Derry Road, Strabane, County Tyrone, BT82 8DY

parties 2, 4, 7, 10, 11, 12 and 15 above collectively known as NWRWMG, parties 1, 3, 5, 6, 8, 9, 13 and 14 above collectively known as SWaMP and 1-15 together referred to as "the Partners".

## 1. Background

- a. Both NWRWMG and SWaMP have developed waste management plans which set out how they would collectively deal with waste arising over the period up to and including 31 December 2020.
- b. The members of NWRWMG and SWaMP have both entered into collaboration agreements which set out how NWRWMG and SWaMP shall each respectively function.
- c. The Partners need to find solutions to the management of residual waste and have a common range of technological solutions in mind. The Partners also have waste strategies that are sufficiently aligned to suggest that joint working between NWRWMG and SWaMP could be both practical and deliver better value for money for taxpayers than working separately. The Partners are already working together on a range of issues including the Strategic Outline

Case (**SOC**). The SOC examines the most appropriate approach with regard to value for money.

- d. The Partners agree that a joint approach to the management of the treatment and disposal of waste which is not dealt with by recycling, reusing or landfill (**Residual Waste**) is therefore in all of the Partners best interests.
- e. The Partners therefore wish to work together on the management of Residual Waste (**Joint Venture**).
- f. The Partners agree that all procurement methods for the delivery of potential Residual Waste solutions should be evaluated and acknowledge that the final use or disposal of any residue from some of the technological options available is a key concern that will require to be addressed.
- g. The Partners wish to re-affirm the five key principles of working together, which will be over-arching considerations when the Partners do work together, being the:
  - i. Principle of Consensus
  - ii. Principle of Limit of Delegation
  - iii. Principle of Functional Responsibilities
  - iv. Principle of Equitable Shared Funding
  - v. Principle of Equal Committee Representation
- h. The Partners agree that this MoU will be the basis for determining the scope, limits and practical workings of the Joint Venture. The Partners further agree that it shall be a legally binding document.
- i. The Partners agree that the Joint Venture is constituted simply in relation to the management of Residual Waste and the existing collaboration agreements are therefore still important documents as both SWaMP and NWRWVG are working on waste issues that are wider than the management of Residual Waste.

- j. The Partners acknowledge that the signatories to this MoU could alter as a consequence of the Review of Public Administration. The Partners shall ensure that they or their successors in title take the benefit and burden of this MoU either through the operation of law or, if required, executing this MoU in their new capacity.

## 2. Purpose of Joint Venture

- a. To let one or more contracts to deal with the management of Residual Waste (**Plant**). Any Plant is likely to include a mechanical biological treatment (**MBT**) solution, probably combined with energy recovery from the secondary recovered fuel. The market will make proposals on the most suitable solution to the Residual Waste treatment and the Partners will assess these against criteria to be agreed by the Partners.
- b. The Partners expect that working together will mitigate procurement costs on the basis that it will involve only appointing one set of consultants and running one competition. The Partners also consider that there will be operational benefits of working together, for example, allowing the optimal number and location of Plant across the geographical position of the Partners. The Partners further acknowledge that any successful bidder may propose that any Plant has a merchant facility on the basis that any extra income generated as a consequence of this would lead to lower gate fees for the Partners.
- c. To have a central point of negotiating contact with the provider or providers of Plant.
- d. To have one point of discussion with other relevant bodies such as the Department of the Environment on issues such as funding and vires.

## 3. Form of Joint Venture

- a. The Partners agree that a Joint Committee (**Committee**) shall be the legal vehicle for the Joint Venture. The Partners acknowledge that they have analysed whether any other structure is more suitable (for example, forming a

company) and the Partners acknowledge that the most appropriate form of partnership is the Committee.

- b. The Partners agree that the scope of the Committee's activities will be limited to the procurement and running of any Residual Waste contracts.
- c. The Partners further agree that as the Committee itself would only be meeting periodically, it is necessary to ensure that preparatory, procurement and operational matters are progressed on a day to day basis by selected individuals (the **Project Team**).
- d. The Partners agree that the Committee will require a detailed set of rules (**Rules**) on:
  - i. the scope of its powers
  - ii. it's delegated authority
  - iii. how and when it meets
  - iv. how changes to the Rules are dealt with
  - v. who specifically can discharge the functions of the Committee
  - vi. who the Chair and Vice Chair and officers of the Committee will be
  - vii. how to deal with matters unplanned
  - viii. how many members each Partner will have on the Committee
  - ix. how long an office of membership is to last for
  - x. what can be delegated to the day to day Project Team
  - xi. what the quorum for a meeting shall be
  - xii. how to deal with urgent issues
  - xiii. how Business Plans are updated
  - xiv. details around financial contributions
  - xv. who will act as contractor for administration purposes
  - xvi. liabilities of the members
  - xvii. details around how to deal with disputes
  - xviii. how to deal with leaving members; and
  - xix. who will act as contractor (if not each of the Partners themselves) for any Plant.

The Partners therefore agree to draw up the Rules based on the principles set out in this MoU. The Partners agree that the five key principles as set out in 1 (g) above will also be the overriding principles which apply to the Rules.

#### **4. Joint Venture Milestones**

- a. The Partners require any Plant to be operational by 31st March 2012.
- b. The Partners therefore agree that, in order to meet this requirement, any Official Journal notice for any contract in respect of the management of Residual Waste must be published by the end of the 2007 calendar year. The Partners acknowledge that what is in effect a four year procurement and construction timetable that ends with fully functioning Plant(s) is aggressive and will be challenging to achieve.
- c. The Partners agree that for the Joint Venture to be able to publish in the Official Journal by the end of the 2007 calendar year, a lot of work needs to be done by the Partners in advance of this and in order to achieve the operational milestones, issues presented by the Project Team to either the Joint Committee or the Partners which require decisions by either body should be expedited in the most efficient way available.
- d. The Partners therefore agree that the subject matter of this MoU requires urgent action.

#### **5. Agreed Risk**

- a. The Partners agree to jointly and severally guarantee that the Plant will receive at least ninety per cent (90%) of the aggregate current Residual Waste quantities (aggregated across all the Partners) at a specification to be agreed. The Partners acknowledge that this joint and several liability is consistent with the spirit of cooperation and working together that the Partners wish to engender.
- b. The Partners also agree that the gate fee for the waste will be the same, irrespective of where the waste has come from.

- c. The Partners further agree that any Plant provider may expect, in contract terms, to contract with one or two Councils only. The Partners acknowledge the possibility of this and agree to examine further what the optimum contracting structure would be with a Plant provider, balancing the needs of the Partners and the costs to the Plant provider of meeting those needs. The Partners acknowledge that this may involve one lead Council contracting on behalf of all the Partners and may involve that Council entering into arrangements with the other Partners that the provider does not have sight of.
- d. The Partners further acknowledge that at least one Council will need to take the role of providing logistical support to the Joint Venture e.g. with the provision of IT; signing contracts for advisors; a point of contact for invoicing and so on. The Partners agree to prioritise who is to do this.

## 6. Functions of the Joint Venture

The Partners agree that they have practically been acting together already on issues such as the Strategic Outline Case (**SOC**). However, looking forward, the Joint Venture will have the following functions and the Partners agree that the Joint Venture can do anything reasonably ancillary to these functions as well:

- a. Following approval of the SOC, prepare an Outline Business Case (**OBC**) for submission to DOE by the autumn of 2007.
- b. Clarify the funding required and the sources of that funding.
- c. Clarify structural issues and deal with those as soon as possible (for example, the best structure to face the market; the powers of the Partners to contract with the private sector and so on).
- d. Commence and implement the procurement process as soon as practicable after the OBC is approved. The Partners acknowledge that this is resource intensive and involves, for example preparing the following documentation: An OJEU notice; A pre-qualification questionnaire (PQQ) and Memorandum of Information (Mol); Detailed specification of works; Risk and issues registers;

Competitive Dialogue specifications; Invitations to Participate in Dialogue documents (ITPD); several months of meetings with different parties; Invitations to Submit Final Bids (ITSFB); all necessary evaluation criteria and all attendant contract documentation. It also involves running this whole process with e.g. at least three separate credible providers and is therefore three times more resource intensive than any previous projects the Partners may be aware of.

- e. Work in partnership with the Programme Delivery Support Unit (**PDSU**), the Strategic Investment Board Limited (**SIB**) and suitable external advisors (e.g. planning; legal; technical and financial) and utilise the expertise offered by them in all areas of activity.
- f. Facilitate the retention of suitably qualified staff including a Project Manager.
- g. Coordinate work with the selection of sites and progress discussion with the relevant planning authorities, land owners and stakeholders.
- h. Preparing a budget/business plan for the period leading to the award of contracts, refreshed at least once a year to reflect the inevitable changes that require addressing.
- i. Develop specifications and award criteria for contracts.
- j. Develop appropriate exit strategies for when contracts come to an end.
- k. Consider options for the management of Residual Waste and discuss those options with all relevant stakeholders (including the private sector).
- l. Be the sole point of negotiation for contracts.
- m. If allowed to, apply for relevant funding and grants from whatever sources are appropriate.
- n. Recover contract operating costs from the Partners.



## 7. Paying for the Joint Venture

- a. The Partners agree that the costs of the Joint Venture shall be recovered on the basis of an equitable split of costs, based on the population of the Partners.
- b. The Partners further agree that should any of the Partners contribute assets other than cash to the Joint Venture (for example, a site for Plant, an office for the Joint Venture, back office functions etc) that Partner will be paid an equitable and fair amount for that contribution. How this is measured will be dependant on the asset itself. For example, land value would be measured by the Valuation and Lands Agency. Should back office functions be given, a service level agreement may be entered into as part of this arrangement. At no time will that Partner's percentage cash payment to the Joint Venture alter because of this contribution.
- c. The Partners further agree that their financial contribution for a given financial year (as set out in the agreed Business Plan for that year) will be paid to the Joint Venture by the end of the first month in that financial year.

## 8. Decision making in the Joint Venture

- a. The Partners acknowledge that there will be three levels of decision making in relation to the joint venture:
  - i. Decisions that can only be taken by the Partners themselves;
  - ii. Decisions that can only be taken by the Committee; and
  - iii. Decisions which can be taken by the Project Team.

The Partners agree that the Joint Venture should delegate as much decision making autonomy as is practical to the appropriate level and in practice this is likely to be exercised most of the time by the Project Team as opposed to the Committee itself. However, the Partners further acknowledge that this must be balanced with accountability considerations. Therefore, some decisions will need to be decided by the Partners and not the Joint Venture (whether the Committee or Project Team) and the Partners agree to work further together to regulate and where possible align their processes of decision making. The

Partners acknowledge the importance of rapid decision making when decisions do need to be taken by SWaMP and NWRWMG and the Partners agree to use all reasonable endeavours to ensure that any decision that does need to be taken by the Partners is taken as soon as practicable and in any event within four weeks of the request by the Joint Venture for such a decision to be taken.

- b. The Partners further agree that the principle of consensus is key to the Joint Venture. All Partners agree that they shall act in good faith to ensure consensus in matters that have to be decided by the Partners.
- c. Matters that explicitly cannot be decided by the Joint Venture (whether the Committee or Project Team) and which have to be decided by the Partners shall be as follows:
  - i. The Business Plan of the Joint Venture and any material variation of the same.<sup>1</sup>
  - ii. Approval of a form of Outline Business Case.
  - iii. The key specifications of the contract or contracts for the Plant.
  - iv. The appointment of a preferred bidder(s).
  - v. Approval of a form of Full Business Case.
  - vi. Award of the contract(s).
  - vii. Any matter a reasonable Committee, taking into account the nature of the Partners, would consider material enough to require the sanction of those Partners.
  - viii. Any amendment to this MoU or Rules.
- d. The Partners agree that other than the matters set out in (c) above, the Joint Venture shall have the power to make decisions and implement those decisions without further recourse to the Partners. The Partners further agree that the Joint Venture shall report to the Partners every six months on the activities of the Joint Venture in a form to be agreed by the Partners.

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<sup>1</sup> A "material" variation will both be a qualitative test in the case of the Business Plan being altered and a financial level in the case of the budget being varied. It would be usual on a project of this size to have a delegated limit of £250'000 and this will need to be discussed during the Business Case stage. This footnote should be deleted when this document is ready for signature.

- e. The Partners further agree that the Project Team and the Committee shall decide what delegated authority the Project Team is to have and what can be decided upon without recourse to the Committee. The Partners further agree that the Project Team shall report to the Committee every three months on the activities of the Project Team in a form to be agreed by the Partners.
- f. The Partners agree that the detail on how the Joint Venture will operate will be subject of a separate document (the Rules), as set out in paragraph 3(d) above.
- g. The Partners reiterate the principle of consensus in decision making on important issues. However, the Partners also acknowledge that this must be balanced with the ability to take rapid and appropriate decisions.
- h. The Partners therefore agree that if there is not consensus amongst the Partners on a decision, the decision will not be taken without the opportunity being afforded for the Partners (or a section thereof) to meet and discuss if consensus can be reached. The Partners further agree that if consensus is not reached within 30 calendar days of it becoming clear initially that there was no consensus, that so long as SWaMP and a majority of the NWRWGMG Partners have a consensus, the decision can be made and implemented by the Joint Venture, where it is practical to do so.
- i. The Partners accept that from time to time that the Joint Venture may need to take urgent decisions which would normally be decided upon by the Partners, where it is not practical to gain the consent of the Partners, The Partners acknowledge that they are delegating the power to the Joint Venture to make these decisions, but only to the extent that a reasonable Joint Venture taking into account the availability of the Partners, the urgency of the issue and having taken appropriate professional advice, would have decided that a decision had to be taken without asking for the Partners consent. The Partners also accept that the Committee will have to grant a similar delegation to the Project Team in the Rules.

## **9. Entering or Leaving the Joint Venture**

- a. The Partners acknowledge that Councils or a Council may wish to enter or exit the Joint Venture at a later date.
- b. The Partners agree that a new Partner shall not be admitted to the Joint Venture without unanimous agreement amongst the then existing Partners. The Partners agree that any new Partner may be asked to pay upon joining for work already paid for by the then Partners on the basis that the new Partner will be receiving the benefit of this work. The Partners further agree that any new Partner will have to adhere to all of the obligations in this MoU and any other documents between the parties.
- c. The Partners acknowledge that a Partner can, if it chooses, exercise its right to exit the Joint Venture. Should any Partner wish to leave the Joint Venture, they must give at least one calendar year's notice of such intention such that the notice shall not have effect until the end of the financial year that falls after the expiration of such year. That Partner shall continue to pay their share of the Joint Venture until such notice has taken effect and shall continue to be liable for any liabilities that the Partners take on during the period whilst they are still a Partner. The Partners acknowledge that such liabilities will remain with them even after they are no longer a Partner until such liabilities are extinguished. The Partners further acknowledge that if such withdrawal happens after any contract is signed with a provider, that the then leaving Partner will still be liable for any obligations (including payment) on what is likely to be a long term contract.

#### **10. After the Contract has been awarded for the Plant**

- a. The Partners acknowledge that there will need to be a continuing interface between any provider and the Partners after contract award for the management of Residual Waste.
- b. The Partners further acknowledge that this is a key factor in the success or otherwise of any contractual arrangement.

- c. The Partners therefore explicitly agree that the Joint Venture will last as long as any contract for the Plant and that they will devote sufficient resource to manage that contract over its duration.

#### **11. Initial costs and activities**

- a. The Partners acknowledge that the Joint Venture will need to be funded before the start of a full financial year.
- b. It is anticipated that the first major activities of the Joint Venture will be:
  - i. To recruit a Project Manager
  - ii. Draw up the Rules
  - iii. Draw up a Business Plan
  - iv. To appoint technical, financial and legal advisers
  - v. Develop the OBC
  - vi. Commence the procurement process
  - vii. Continue discussions with all relevant stakeholders
  - viii. Any other initial task which it would be prudent to do, given the objectives of the Joint Venture and the time available to complete the Plant.

It is agreed that the costs and relevant contributions to finance the above activities until a new financial year will be set out in the Business Plan.

#### **12. Dispute Resolution**

- a. In the event of any disagreement between the Partners in relation to any matter arising pursuant to this Agreement, any Partner may request that the relevant Chief Executives convene to resolve the issue. The Partners may also agree to refer the dispute to such body as they agree to from time to time, in accordance with such procedure as may be agreed by the parties and to the intent that the parties shall endeavour to resolve their differences, always on the understanding that irrespective of whether a 3rd party is chosen or not to conciliate, the timescales and ability to take decisions as set out in Article 8(h) of this Agreement, shall apply.

**13. Confidentiality**

- a. The Partners shall use their best endeavours to keep confidential (and shall use their best endeavours to require their staff, employees and agents to keep confidential) any personal, commercial, technical or other information which they receive relating to the Joint Venture.

**14. Authority**

- a. The Partners therefore authorise relevant persons to form the Committee and to agree and execute the Rules.

**IN WITNESS** whereof the parties hereto have hereunder affixed their seals the day and year first herein written

**Present when the Common Seal of Armagh City and District Council was affixed hereto:**

**Present when the Common Seal of Ballymoney Borough Council was affixed hereto:**

**Present when the Common Seal of Banbridge District Council was affixed hereto:**

**Present when the Common Seal of Coleraine Borough Council was affixed hereto:**

**Present when the Common Seal of Cookstown District Council was affixed hereto:**

**Present when the Common Seal of Craigavon Borough Council was affixed hereto:**

**Present when the Common Seal of Derry City Council was affixed hereto:**

**Present when the Common Seal of Dungannon and South Tyrone Borough Council was affixed hereto:**

**Present when the Common Seal of Fermanagh District Council was affixed hereto:**

**Present when the Common Seal of Limavady Borough Council was affixed hereto:**

**Present when the Common Seal of Magherafelt Borough Council was affixed hereto:**

**Present when the Common Seal of Moyle District Council was affixed hereto:**

**Present when the Common Seal of Newry and Mourne District Council was affixed hereto:**

**Present when the Common Seal of Omagh District Council was affixed hereto:**

**Present when the Common Seal of Strabane District Council was affixed hereto:**

**APPENDIX 2**

**BUILDING CONTROL APPLICATIONS**



**BUILDING CONTROL APPLICATIONS**

The following *Applications and Building Notices* are in accordance with the requirements of the Building Regulations (N.I.) 2000.

**Ref No:** B/2005/0288/MAST  
**Applicant:** Mr Seymour Sweeney  
**Agent:** Kevin Cartin Architect Unit 5 Belmont Office Park 232 - 240 Belmont Road Belfast  
**Location:** Carncullagh Road Dervock Ballymoney  
**Description:** Retail unit, 8 apartments and 2 dwellings

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**Ref No:** B/2006/0181/  
**Applicant:** Ballymoney Borough Council  
**Agent:** R Robinson & Sons 59 High Street Ballymoney  
**Location:** Balnamore Road Balnamore Ballymoney  
**Description:** Changing rooms and public toilets

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**Ref No:** B/2006/0301/  
**Applicant:** Mr Ivor Buick  
**Agent:** Fleming McKernan Associates 1 Upper Abbey Street Coleraine  
**Location:** 243 Kilraughts Road Turnagrove Ballymoney  
**Description:** Dwelling and garage

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**Ref No:** B/2006/0349/MAST  
**Applicant:** Veragh Developments  
**Agent:** Bell Architects 76 Main Street Ballymoney  
**Location:** Units 1-19 John Street/Cafe Lane Ballymoney  
**Description:** 19 apartments

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Mr Richard Hunter  
R Robinson & Sons 59 High Street Ballymoney

Extension to dwelling

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**Ref No:** B/2006/0392/  
**Applicant:**  
**Agent:**  
**Location:** 128A Newbridge Road Ballymoney  
**Description:**

**Ref No:** B/2006/0416/  
**Applicant:** Mr Alister Fenton  
**Agent:** Andrew Coulter Associates Cottage Studios Gortrush Great Northern Road Omagh  
**Location:** Duneany Road Carnfinton Rasharkin Ballymena  
**Description:** Garage

**Ref No:** B/2007/0005/  
**Applicant:** Mr Phillip McClelland  
**Agent:** Fleming McKernan Associates 1 Upper Abbey Street Coleraine  
**Location:** 138A Bann Road Ballymoney  
**Description:** Roofspace conversion to dwelling

**Ref No:** B/2007/0030/  
**Applicant:** Mr Billy Ashe  
**Agent:**  
**Location:** 25 Shandon Park Ballymoney  
**Description:** Extensions to dwelling

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**Ref No:** B/2007/0031/  
**Applicant:** Mr Alan Millar  
**Agent:** Mr Sean Moore 22 Cherry Drive Eglinton  
**Location:** 2 Fort View Dunaghy Ballymoney  
**Description:** Kitchen extension to dwelling

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**Ref No:** B/2007/0077/  
**Applicant:** Ms Helena McCamphill  
**Agent:** George Shaw 18 Sandmount Park Galgorm Ballymena  
**Location:** 24 Carnamenagh Road Carnamenagh Corkey Ballymoney  
**Description:** Dwelling

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**Ref No:** B/2007/0095/  
**Applicant:** Messrs Walkers  
**Agent:** Mr W J Watters 41 Glenstall Road Ballymoney  
**Location:** 26 Main Street Ballymoney  
**Description:** Alterations to upgrade fire safety

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**Ref No:** BN/2007/0088/MAST  
**Applicant:** N I Housing Executive  
**Agent:** H & A Mechanical Services 28 Fivemile Straight Draperstown  
**Location:** 15, 16, 21-24, 28, 29 & 31 Belford Park Ballymoney  
**Description:** Installation of solar water heating systems

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**Ref No:** BN/2007/0089/  
**Applicant:** N I Housing Executive  
**Agent:** H & A Mechanical Services 28 Fivemile Straight Draperstown  
**Location:** 73 Cloneen Drive Ballymoney  
**Description:** Installation of solar water heating system

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**Ref No:** BN/2007/0090/  
**Applicant:** N I Housing Executive  
**Agent:** H & A Mechanical Services 28 Fivemile Straight Draperstown  
**Location:** 3 Newhill Park Ballymoney  
**Description:** Installation of solar water heating system

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**Ref No:** BN/2007/0091/  
**Applicant:** N I Housing Executive  
**Agent:** H & A Mechanical Services 28 Fivemile Straight Draperstown  
**Location:** 1 St Patrick's Park Ballymoney  
**Description:** Installation of solar water heating system

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**Ref No:** BN/2007/0092/MAST  
**Applicant:** N I Housing Executive  
**Agent:** H & A Mechanical Services 28 Fivemile Straight Draperstown  
**Location:** 1, 3, 5, 6, 7, 9, 14, 16, 20, 21, 23, 25, 28, 30 & 34 Garry Drive Ballymoney  
**Description:** Installation of solar water heating systems

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**Ref No:** BN/2007/0093/MAST  
**Applicant:** N I Housing Executive  
**Agent:** H & A Mechanical Services 28 Fivemile Straight Draperstown  
**Location:** 35, 44 & 55 Trinity Drive Ballymoney  
**Description:** Installation of solar water heating system

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**Ref No:** BN/2007/0094/MAST  
**Applicant:** N I Housing Executive  
**Agent:** H & A Mechanical Services 28 Fivemile Straight Draperstown  
**Location:** 6, 10, 11, 14, 19, 22, 28, 32 & 34 The Crescent Ballymoney  
**Description:** Installation of solar water heating systems

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**Ref No:** BN/2007/0095/  
**Applicant:** Mr Danny McLaughlin  
**Agent:**  
**Location:** 10 Millrace Terrace Armoy Ballymoney  
**Description:** Roofspace conversion and alterations to dwelling

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**Ref No:** BN/2007/0096/  
**Applicant:** Mr Patrick McGarry  
**Agent:** F Quigg 30 Agivey Road Kilrea  
**Location:** 4 Kilwee Gardens Corkey Ballymena  
**Description:** Installation of oil-fired central heating

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**Ref No:** BN/2007/0097/  
**Applicant:** Mr David Gary Brown  
**Agent:**  
**Location:** 8 Park View Ballymoney  
**Description:** Extension to dwelling

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**Ref No:** BN/2007/0098/  
**Applicant:** Ms Hazel Wallace  
**Agent:** Bayview Contracts Ltd Ballyardle Business Park 27 Dunnaval Road Kilkeel  
**Location:** 34 Glenstall Road Ballymoney  
**Description:** Installation of oil-fired central heating

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**Ref No:** BN/2007/0099/  
**Applicant:** Mr Samuel Finlay Brown  
**Agent:**  
**Location:** 6 Kilmandil Road Dunloy Ballymena  
**Description:** Garage extension to dwelling

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**Ref No:** BN/2007/0100/  
**Applicant:** Mr Dominic Kelly  
**Agent:** Mr James Clarke 139 Kilrea Road Upperlands Maghera  
**Location:** 24 Church Meadow Rasharkin Ballymena  
**Description:** Roofspace conversion to dwelling

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**Ref No:** BN/2007/0101/  
**Applicant:** Mr & Mrs Jamison  
**Agent:** CFM Ltd 65 Deerpark Road Castledawson  
**Location:** 21 Fivey Road Armoy Ballymoney  
**Description:** Installation of oil-fired central heating

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**Ref No:** BN/2007/0102/  
**Applicant:** Mr James Crooks  
**Agent:** Mr F Quigg 30 Agivey Road Kilrea  
**Location:** 28 Kilraughts Road Ballymoney  
**Description:** Installation of oil-fired central heating

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**Ref No:** BN/2007/0103/  
**Applicant:** Mr William Adams  
**Agent:** Mr F Quigg 30 Agivey Road Kilrea  
**Location:** 3 Semicock Park Ballymoney  
**Description:** Installation of oil-fired central heating

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**Ref No:** BN/2007/0104/  
**Applicant:** Ms Ruby Taggart  
**Agent:** Mr F Quigg 30 Agivey Road Kilrea  
**Location:** 25 Cloneen Drive Ballymoney  
**Description:** Installation of oil-fired central heating

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**Ref No:** BN/2007/0105/  
**Applicant:** Mrs R Jairath  
**Agent:** Mr F Quigg 30 Agivey Road Kilrea  
**Location:** 26 The Meadows Ballymoney  
**Description:** Installation of oil-fired central heating

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**Ref No:** BN/2007/0106/  
**Applicant:** Ms Joan Hargy  
**Agent:** Mr F Quigg 30 Agivey Road Kilrea  
**Location:** 18 Milltown Road Ballymoney  
**Description:** Installation of oil-fired central heating

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**Ref No:** BN/2007/0107/  
**Applicant:** Ms Rose Hunter  
**Agent:** Mr F Quigg 30 Agivey Road Kilrea  
**Location:** 7 Queens Park Burnquarter Ballymoney  
**Description:** Installation of oil-fired central heating

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**Ref No:** BN/2007/0108/  
**Applicant:** Mr Hugh Reid  
**Agent:** O'Kane Plumbing & Heating 46 Dunamore Road Cookstown  
**Location:** 4 Fassagh Park Dunloy Ballymena  
**Description:** Installation of oil-fired central heating

**Ref No:** BN/2007/0109/  
**Applicant:** Mr Rodney Kane  
**Agent:**  
**Location:** 1 Glebe Avenue Derrykeighan Ballymoney  
**Description:** Extension to dwelling

**Ref No:** BN/2007/0110/  
**Applicant:** Mr David Hamilton  
**Agent:**  
**Location:** 309 Craigs Road Rasharkin Ballymena  
**Description:** Roofspace conversion to dwelling

**Ref No:** RC/2007/0017/  
**Applicant:** Mr & Mrs Uel & Marilyn McKirgan  
**Agent:**  
**Location:** 167A Castlecat Road Derrykeighan Ballymoney  
**Description:** Sun room extension to dwelling

**Ref No:** RC/2007/0019/  
**Applicant:** Mr Mervyn Robinson  
**Agent:**  
**Location:** 13 Drumdult Park Ballymoney  
**Description:** Kitchen extension to dwelling

**Ref No:** RC/2007/0020/  
**Applicant:** James & Margaret McMullan  
**Agent:** Mrs Yvonne McLaughlin C/O 81 Frosses Road Ballymoney  
**Location:** 81 Frosses Road Ballymoney  
**Description:** Sun room extension to dwelling

**B - Full Plans Applications**  
**BN - Building Notice Applications**  
**RC - Regularisation Certificate Applications**

	<b>Total</b>
B	11
BN	23
RC	3
<b>Total</b>	<b>37</b>







