

BALLYMONEY BOROUGH COUNCIL

Leisure & Amenities Committee Meeting No 356 – 20th January 2009

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BALLYMONEY BOROUGH COUNCIL

Minutes of Leisure & Amenities Committee Meeting No 356 held in the Council Chamber, Riada House on Tuesday 20th January 2009 at 6.30 pm.

IN THE CHAIR: F Campbell

PRESENT: Alderman
H Connolly
J Simpson
C Cousley, MBE, Deputy Mayor

Councillors

A Cavlan	A Patterson
M McCamphill	I Stevenson
E Robinson	

APOLOGIES: J Finlay, Mayor

IN ATTENDANCE Director of Borough Services
[Items 1-13]
Director of Central and Leisure Services
[Items 1,2,14-20]
Committee Clerk

356.1 MINUTES OF MEETING NO 354 - 16th December 2008

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

that the minutes of meeting No 354– 16th December 2008, as circulated, be confirmed as a correct record.

356.2 MINUTES OF MEETING NO 355 – 19TH DECEMBER 2008

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

that the minutes of meeting No 355– 19th December 2008, as circulated, be confirmed as a correct record.

* Director of Central and Leisure Services left the meeting at 6.40pm

AMENITIES**356.3 BALLYMONEY CONNECT2 PROJECT – MEMORANDUM OF UNDERSTANDING**

Members were reminded that at the last Connect2 update (LAC 350, 24 Oct 2008) Sustrans had indicated its wish to enter into a Memorandum of Understanding (MOU) with both Council and Translink, as the mechanism by which Big Lottery funding will be distributed to all Sustrans projects UK wide. The final draft MOU, which has been under discussion by the Ballymoney Connect2 Working Group, has now been ratified by Sustrans. It now requests that Council and Translink, in conjunction with itself, undertake to sign off the MOU by February 2009 to meet the timeline for the Big Lottery funding.

The MOU is an agreement, which sets out the objectives of the project, the obligations of all parties therein and issues of accountability and finance. It details the physical scheme in terms of core or aspirational activities as detailed on an accompanying map. It includes the terms of reference for a steering group and key aspects of community engagement, both of which are already underway in Ballymoney. It also incorporates guidelines for design, media and marketing protocol and route monitoring. Finally it includes an artwork element in each scheme identified as a "Portrait Bench" which will link all projects across the UK and create a distinct image associated with all Connect2 projects.

The signing of the MOU by all parties is a pre-requisite for the £350,000 Big Lottery funding. The complete Ballymoney Connect2 scheme represents a high quality multi-use access route from Castlecroft to the Joey Dunlop Leisure Centre, incorporating a new shared use railway bridge between Seymour Street and Riverside Park as the primary element, as well as a number of associated aspirational access links. The entire project, which is in excess of 2.5 km of paths/bridge, represents in excess of a £1 million spend as set out in the table below. This emphasises the importance of the £350,000 grant in terms of raising match funding for the project.

	PARTNER				
Element	Sustrans/Big Lottery	Translink	Roads Service	Council/NIEA	TOTAL
Bridge and Station	£320,000	£350,000			£670,000
Roads Infrastructure			£40,000		£40,000
Greenway to JDLC				£280,000	£280,000
Final link to JDLC, signage, etc	£25,000				£25,000
Community Engagement Fund	£5,000				£5,000
TOTAL	£350,000	£350,000	£40,000	£280,000	£1,020,000

A copy of the final draft MOU is to be found at Appendix 1 to this report.

IT IS RECOMMENDED that Council agree to sign the Ballymoney Connect2 Scheme Memorandum of Understanding in partnership with Translink and Sustrans in order to secure funding of £350,000.

It was proposed by Councillor Stevenson, seconded by Alderman Connolly and **AGREED:**

to recommend that Council agree to sign the Ballymoney Connect2 Scheme Memorandum of Understanding in partnership with Translink and Sustrans in order to secure funding of £350,000.

356.4 BUS SHELTER REQUEST UPDATE

4.1 Kilraughts Road: A request has been received from two local residents with regard to the provision of a bus shelter on the Kilraughts Road close to its Ballymena Road junction where a flagged pole is already in existence. The Belfast Express Service covers this bus route. The majority of passengers are uplifted at 7am and 7.15am comprising a total of some 10 persons travelling to work. After this time the service runs hourly uplifting one or two mostly retired passengers travelling to Ballymena. Translink confirm that, due to the generally low passenger usage at this location and the fact that trees shelter the existing bus stop, it would not be considered a priority case for a bus shelter. Moreover, the Belfast Express service runs to within one or two minutes of the timetable and passengers are generally not kept waiting long for their bus. Roads Service has confirmed that the existing pavement width is unsuitable to accommodate a bus shelter. This is also the case for an Adshel advertising shelter and Clear Channel would be unlikely to wish to advertise at this location.

Councillor Stevenson suggested moving the existing proposed location of the bus shelter on the Kilraughts Road to an alternative location further down the Kilraughts Road. The Director noted Councillor Stevenson's suggestion and advised members that he will indeed be looking at the bus shelter request again and will bring a further report back to committee in due course.

* **Councillor Cavlan arrived at the meeting at 6.55pm.**

* **Councillor Robinson arrived at the meeting at 6.55pm.**

4.2 Ballyknock, Loughgiel: Members are informed that negotiations have been concluded with NI Water in respect of necessary land for the provision of a bus shelter opposite Knockard Park, Ballyknock, Loughgiel. The District Valuer has set the purchase price at a nominal £1. NI Water has also requested that Council cover the Land Registry fee and their solicitor's costs of approximately £150 as well as our own legal costs. It may also be necessary to face/lower adjacent hedges in order to secure existing sightlines.

4.3 Drones Road: A request has been received from local resident for the provision of a bus shelter on the Drones Road opposite an existing shelter between Kilmandil and Culcrum Road ends. Having investigated the location, some 12 passengers wait in the Ballymoney bound shelter around 8am each morning. Six of these are schoolchildren who then run across the busy A44 to board the Ballycastle bound service. Translink view this as a medium to high priority case for a bus shelter given the safety issues involved. Roads Service

and the PSNI have confirmed they have no objections to the positioning of a bus shelter at this location.

IT IS RECOMMENDED that-

1. Council agree to the provision of a bus shelter at Drones Road as described above and a planning application is submitted for same; and
2. The land transfer at Ballyknock necessary to provide a bus shelter be concluded on the terms agreed after the Council's planning application for the provision of a bus shelter as per its decision on 3rd December 2007 (Minute LAC337.19 and CM870.10.7 refer) has been determined.

Given that in the current year three bus shelters have already been provided at Clintyfinnan (2) and Drumlee Road, it may well be the case that no further installations can take place until the next financial year and only then should Council decide to provide the necessary budget in 2009-2010.

At the meeting the Director informed members that there was scope within the present budget to consider provision at all the locations reported on this month. He undertook, at the behest of Councillor Stevenson, to re-examine the possibility of locating the Kilraughts Road shelter where the footpath was wider in front of a private home and report on the matter at a future meeting.

It was proposed by Alderman Connolly seconded by Councillor Stevenson and **AGREED**:

to recommend that Council agree to the provision of a bus shelter at Drones Road as described above and a planning application is submitted for same.

It was proposed by Alderman Connolly, seconded by Councillor Cavlan and **AGREED**:

to recommend to Council that the land transfer at Ballyknock, as necessary to provide a bus shelter, be concluded on the terms agreed after the Council's planning application for the provision of a bus shelter in accord with its decision on 3rd December 2007 (Minute LAC337.19 and CM870.10.7 refer) had been determined.

356.5 BALLYMONEY CEMETERY MEMORIALS

Applications have been received as undernoted for the erection of memorials in Ballymoney Cemetery.

Section 6 No. 171

Mr. Joseph Watton, 33 Parkview, Ballymoney
South African Grey All Polished Headstone and Base

Section 13 No. 96

Miss Joanne Connor, 17 Burnside Park, Ballymoney

All Polished Black Granite 'OG' Design Headstone and Base

IT IS RECOMMENDED that Council grant permission to the above applicants to erect memorials in Ballymoney Cemetery, subject to usual requirements.

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

to recommend that Council grant permission to the above applicants to erect memorials in Ballymoney Cemetery, subject to usual requirements.

356.6 BUS SHELTER at DRUMLEE ROAD

As members may already be aware, the bus shelter to have been provided at Finvoy Road at its junction with Drumlee Road has been installed (photograph circulated).

356.7 BUS SHELTER REQUEST

Recently a request has been received from Councillor McKay seeking that Council provide a bus shelter either at Main Street or at Moneyleck Road, Rasharkin.

Members may recall that the provision of a bus shelter within the Rasharkin village envelope was investigated during the early part of 2006. Then Council selected Churchill Crescent as a possible location but planning approval was not obtained.

An update regarding the previous need investigation has been commenced and it may be possible to report further on this at the Committee meeting on 20th January.

The Director intimated that Translink had advised that there is no demand for a bus shelter at either of the localities mentioned and following consideration **IT WAS AGREED** that the request received be noted.

356.8 DRUMAHEGLIS MARINA & CARAVAN PARK

It is the case, that despite a number of unforeseeable issues, the SITEBOOK 'booking system' was implemented as planned on 1st January 2009 in respect of Drumaheglis Caravan Park. It is also the case that, in line with Caravan Club requirements, the opportunity to book sites at Drumaheglis Caravan Park for the 2009 season also commenced on 1st January.

The Director advised that a difficulty had arisen in accommodating the 2 tier deposit system operated in respect of advanced bookings at Drumaheglis Caravan Park, i.e. 100% for Bank Holidays and 50% otherwise. The view being that a flat rate was all that could be accommodated. Some members expressed concern as to the situation created by the change to a

computerised booking system. The Director responded to members' questions and observations and noted the views expressed.

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

to recommend that Council approve a single rate 75% deposit for all advanced bookings made at Drumaheglis Caravan Park under the SITEBOOK system.

356.9 SIGNAGE ETC AT VOW GRAVEYARD

A letter of thanks has been received from the United Sessions of Ballymoney and Ballylaggan Reformed Presbyterian Churches. It states:

"The Sessions of the Ballymoney and Ballylaggan Reformed Presbyterian Congregations wish to express their thanks for the help you gave in the erection of the commemorative stone at the Old Vow graveyard. It has also been noted that the Council recently erected road signs to this historic site. We thank you for doing this work and are confident that these signs will prove of benefit to many visitors from near and far in locating the area near where Rev. William Martin, who led many people to the New World, preached the gospel. The Covenanting congregations wish you to know that your cooperation and interest in this aspect of our history has been appreciated."

Councillor Cavlan advised that she had been very pleased to be in attendance at the unveiling of the commemorative stone at the Vow Graveyard and appreciated the historical significance of the commemoration. Alderman Connolly also commented on being very well received.

356.10 LETTER OF THANKS

The Director advised that a letter of thanks had been received from the Springwell Running Club thanking Council for its permission to hold the final race of the Club's primary school cross-country event at the Riada Playing Fields on 14th January. Thanks were also extended to the Amenities staff who had marked out and dismantled the course. It was also mentioned that the Club hoped to repeat the event next year.

356.11 REQUEST FOR USE OF BALLYMONEY TOWN HALL

The Director advised that a request had been received from the Co-ordinator of the Ballymoney Learning Community for the complimentary use of Ballymoney Town Hall for an Inter-Schools Careers and Higher Education Convention to take place on Thursday 2nd April 2009 from 9am-4pm. It was mentioned that the three town post-primary schools – Ballymoney High, Dalriada and Our Lady of Lourdes would be participating.

Members noted the request and mentioned that the availability of grant assistance ought to be drawn to the organisers' attention. The Director undertook to do this.

356.12 COMMUNITY HALL PROJECT

This business, that is, the provision of community facilities at Ballybogey, Balnamore and Stranocum has again been progressed since last discussed by Committee (Minute LAC 355.5 19th December refers).

12.1 Ballybogey

Proposed plans for the upgrade of community facilities at Ballybogey were circulated and the Director gave cost estimate information, excluding both vat and fees -

1. Community Centre upgrade	£244,000
2. Car Park (21spaces)	£ 21,000
3. MUGA with polymeric surface	£ 90,000
OR	
4. MUGA with porous bitmac surface	<u>£ 60,000</u>

Project Cost :- £355,000 or £325,000

- * **Councillor Stevenson left the meeting at 7.43pm and rejoined the meeting at 7.45pm during consideration of the above matter.**
- * **Alderman Simpson left the meeting at 7.43pm and rejoined the meeting at 7.45pm during consideration of the above matter.**
- * **Councillor Stevenson left the meeting at 7.53pm**
- * **Councillor Cavlan left the meeting at 7.53pm.**

The Director responded to members' questions. In response to Alderman Simpson, the Director confirmed that Council had not committed any funding to the proposed project. He stated that in order to be in a position to attract outside funding that it would be essential that Council had determined what it wished to see done at Ballybogey, and elsewhere, and had in that regard therefore both defined the proposed projects and had obtained the necessary Planning Approval. Members agreed that a MUGA with a porous bimac surface would suffice.

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

to recommend that Council 'sign off' the Ballybogey Community Facility project on the basis of the three key elements of the detailed above, choosing a porous bitmac surface for the upgrade of the outdoor play facility and progress the project by submitting a planning application.

12.2 Balnamore

The Director outlined discussions he had had with the owners of property in the village regarding its possible conversion for community use. Committee again discussed the options. Alderman Campbell

advised that the Housing Executive would not now extend the existing lease for the Balnamore Community Association building which expires in June 2015.

12.3 Stranocum

The Director circulated plans for a proposed community building at Stranocum and advised that the Council's quantity surveyor had estimated the building to cost £400,000 excluding vat and fees.

- * **Councillor Cavlan rejoined the meeting at 8.08pm**
- * **Councillor Stevenson rejoined the meeting at 8.08pm.**

Director reminded members that there was a previous Council decision to apply for planning permission for such a structure at Stranocum.

It was proposed by Councillor Robinson, seconded by Alderman Connolly and **AGREED:**

to recommend that Council 'sign off' the Stranocum community building project as detailed in the latest plans received and also progress planning permission as previously decided.

The Director advised that he would continue to liaise with the various Community Associations to keep them informed as to the progress being made.

356.13 CLOUGHMILLS COMMUNITY FACILITY

It was agreed at the Committee's December meeting that this business be further discussed in January (Minute LAC355.10 19th December refers). The scheme plans have been displayed in the Members' Room.

It is hoped that at the meeting on 20th inst the project would be 'signed off' so that a planning application might be formally progressed.

The Director intimated that he had, as requested, asked the Council's consultants to advise as to the both the space offered by the extant buildings and the cost of their renovation. He advised that the four buildings amounted to 450M2 [149 + 63 + 186 + 52] and their renovation, if feasible, would cost in the region of £1.55 million. He reminded members that the new build option would give useable space of 600M2 and cost approximately £1.75 million. He explained that given the site flood plane issues that as the new build option was favoured by Rivers Agency it therefore had much to commend it.

Alderman Connolly commented that there had been nothing done for the people of Cloughmills for years and he would also support progressing with planning permission, allowing the project sit on the shelf in the hope that funding would become available to progress with the build at a future date.

Councillor Robinson commented that the Cloughmills project had changed from the original aim to provide both sports and other community facilities and while there was no reason not to have community buildings in any village, queried why Cloughmills needed a village hall costing three times as much, when other village halls could be facilitated at a cost less than half a million pounds, and could there be any means by which a recreational facility also be provided.

The Director gave further specific details of the present proposed plans and dealt with the rationale for the development of the Council's own land and with the difficulties this presented.

It was proposed by Councilor McCamphill, seconded by Councillor Cavlan:

Motion 1

To recommend that Council proceed with the application for planning permission for a Cloughmills community facility, at an estimated cost of £1.75 million as outlined in plans previously displayed in the Members' Room.

It was proposed by Councillor Stevenson, seconded by Alderman Simpson:

Motion 2

To recommend that Council allow more time to consider the proposed Cloughmills facility and to bring the item back to the next committee meeting in February.

The Chair put Motion 1 to a vote with 3 members voting for the motion, 4 against while 1 member abstained. The Chair declared the motion failed.

It was proposed by Councillor Stevenson, seconded by Alderman Simpson and **AGREED:**

to recommend that Council allow more time to consider the proposed Cloughmills community facility and bring the item back to the next Committee meeting in February.

Site plans for the community facility at Cloughmills will be displayed in the Members' Room.

- * **Director of Borough Services left the meeting at 8.50pm.**
- * **Director of Central and Leisure Services rejoined the meeting at 8.50pm.**

LEISURE

356.14 ARMOY MOTORCYCLE ROAD RACING CLUB

The Chairman of Armoy Motorcycle Road Racing Club had written to update the Council on the Clubs progress with its business plan and the preparations for a Road Race in August 2009, and requesting sponsorship for one of the races. The Council at its meeting on 5th January 2009 deferred a decision until further consideration had been given to the budgets for 2009/10.

Since the last committee meeting the Chairman of the Motorcycle Club has written again to Council advising that the Armoy road race will take place on 7/8th August 2009 and that it has been declared by the Motorcycle Union of Ireland as a Championship Event. The Armoy Road Race is one of the five National Road Races in the Ulster Centre, which sees the revival of the Ulster Centre Road Race Championships for 2009.

The Chairman advises that this is excellent news for the Club and will go a long way to attracting A – list riders and spectators to the venue. He asks that this important information is taken into account when further consideration is being given to the request for race sponsorship.

It was proposed by Councillor Stevenson, seconded by Councillor Cavlan and **AGREED:**

to recommend that Council include the request for sponsorship of the Armoy Motorcycle Road race in August 2009 on the list of contributions at the rates estimate meeting on 3rd February 2009, while noting the declaration by the Motorcycle Union of Ireland to name the race as a Championship Event.

* Councillor Robinson rejoined the meeting at 8.57pm.

356.15 BALLYMONEY MOTORCYCLE SHOW

The Ballymoney Motorcycle Show is to be held in the Joey Dunlop Leisure Centre on 27th & 28th February 2009.

The organisers have requested financial assistance towards the cost of hiring the halls for the show. The Council in the past has financially supported the show. The organisers have also extended an invitation to the Mayor to open the show and to all other members of council who wish to attend.

The Director of Central and Leisure Services clarified that there was a budget of £4,000 for the year out of which such a contribution could be made, but only around £900 was remaining at this stage in the year.

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

to recommend that Council grant £900 to Ballymoney Motorcycle Show as assistance towards the cost of hiring the halls at Joey Dunlop Leisure Centre for the Show.

356.16 COMMUNITY SUPPORT GRANTS

The following applications for grants were considered:

- (i) Ballymoney Walking for Health Group for assistance towards the cost of its Weekly Walks Programme
- (ii) MS Society, Ballymoney Branch for assistance towards the purchase of office equipment for the Branch

IT IS RECOMMENDED THAT £100 each is granted to the above 2 groups

It was proposed by Councillor Stevenson, seconded by Councillor Cavlan and **AGREED:**

to recommend that Council grant £100 each to (i) Ballymoney Walking for Health Group for assistance towards the cost of its Weekly Walks Programme and (ii) MS Society, Ballymoney Branch for assistance towards the purchase of office equipment for the Branch.

356.17 RASHARKIN COMMUNITY CENTRE MANAGEMENT COMMITTEE

The Management Committee have nominated the undernoted 2 people to fill the vacancies on the Management Committee –

- Sean Peacock
- Sharon O’Kane

It was proposed by Councillor Robinson, seconded by Councillor Cavlan and **AGREED:**

to recommend that Council nominate Sean Peacock and Sharon O’Kane to the Rasharkin Community Centre Management Committee.

356.18 ACTIVE COMMUNITIES – CAUSEWAY COAST CONSORTIUM

Within the Northern Ireland Strategy for Sport & Physical Recreation 2008-18, Sport NI have developed ‘Active Communities’, an investment programme that aims to increase participation in sport & physical activity.

A summary report on the programme is attached as Appendix 2 .

The programme is 100% funded.

Approval is sought to join with the Causeway Cluster of Councils and submit an application to the programme.

It was proposed by Councillor Robinson, seconded by Councillor Stevenson and **AGREED**:

to recommend that Council join with the Causeway Cluster of Councils and submit an application to the 'Active Communities' investment programme which aims to increase participation in sport & physical activity.

356.19 CAPITAL PROJECTS – 2008/09

The Council approved budgets as follows for 2 projects in the Leisure Centre

–

- (i) Sports Hall Rebound Walls - £5000
- (ii) Bleacher Seating Reupholstering - £5000

Quotations were invited from suitable contractors. The lowest quotations were accepted as follows –

Rebound Walls – Podium 4 Sport, Belfast - £2865
Bleacher Seating – ADJ Leather, Carrickfergus - £2300.00

Both projects are now complete.

The committee were pleased to note that both projects were within budget.

356.20 OLYMPICS 2012 FREE SWIMMING FOR YOUTH

Councillor Stevenson advised that he was informed that the Olympics Committee were making funding available for a 'Free Swimming for Youth' project in Great Britain and enquired if it was available to the Council. The Director, being unaware of the project, agreed to investigate.

This being all the business the meeting closed at 9.30pm.

Appendix 1 Ballymoney Connect2 Scheme Memorandum of Understanding in partnership with Translink and Sustrans

**Appendix 2 Active Communities – Causeway Coast Consortium
*To follow***

APPENDIX 1

Ballymoney Connect2 Scheme Memorandum of Understanding in partnership with Translink and Sustrans

<u>Sustrans Reference</u>	<u>D000</u>
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FINAL DRAFT

MEMORANDUM OF UNDERSTANDING

BETWEEN

Ballymoney Borough Council and Translink AND SUSTRANS

FOR

The Ballymoney Connect 2 Scheme

Signed by:

Signed by:

Signed by:

Ballymoney Borough Council Translink

Sustrans

Date: _____

Date: _____

Date: _____

1. Agreement

The parties hereby agree that the objectives in this document are intended to be the basis of a Connect2 Memorandum of Understanding (MoU) which outlines:

- the obligations between them and on behalf of local stakeholders and the wider community
- the process by which Ballymoney Borough Council and Translink can claim funding from Sustrans.

2. Objectives

The completion of this Connect2 scheme in the best possible manner with a view to:

- increase levels of walking and cycling and measure that change over the five year period of Connect2 funding
- involve communities in planning and delivering schemes that enable people to choose to travel in ways that benefit their health and the environment
- identify and take opportunities to integrate Connect2 with other successful sustainable transport projects and initiatives.

3. Accountability and Finance

3.1

Sustrans has allocated (£350,000) to Ballymoney Borough Council and Translink as a contribution towards the total cost of the Ballymoney Connect 2 scheme. Ballymoney Borough Council and Translink is responsible for identifying and securing partnership funding for the balance of the total cost for Ballymoney Connect 2. Funds allocated by Sustrans may only be claimed, and all works must be completed before 31 March 2013.

Conditions apply to the funding and Ballymoney Borough Council and Translink accepts these conditions when accepting the funding. See Appendix A "Conditions of Uptake of the Connect2 project funding from Sustrans".

3.2

Ballymoney Borough Council and Translink is hereby put on notice that the BIG Lottery Fund may suspend payment of the grant if it wants to investigate any matters concerning the grant (or any other grants given to Sustrans).

3.3

Schedule 1 sets out a template for financial reporting. Ballymoney Borough Council and Translink will use this template in submitting information to Sustrans.

4. The Physical Scheme

4.1

In summary Ballymoney Connect 2 Connect2 scheme comprises:

Ballymoney Connect 2		
Item	Activity	Core or Aspirational
1	Greenway from Riverside Park to Leisure Centre car park	C
2	Direct route from end of Greenway to front door of Leisure Centre and cycle parking	C
3	Improved short links from Greenway to Shandon Park and Cherry Gardens with 2.5m bitmac paths. Directional signs at Garryduff Road to promote existing residential roads as links to greenway/town centre	C
4	Directional signs on Intermediate Road to promote as link to greenway/town centre	A
5	New bridge over railway line from Riverside Park to Railway Station entrance	C
6	Route from end of Bridge across Railway Station entrance to Seymour Street	C
7	Improved treatment of Seymour Street including pavement widening and environmental improvements	C
8	Link from Seymour Street to Castle Street behind JD Memorial	C
9	Shared use pavements/cycle track on Castle Street to Westgate	C
10	Appropriate crossing of Castle Street at Westgate Street	A
11	Signs to promote existing residential road on Westgate Street	A
12	Route through Car Park at Castlecroft with pedestrian improvements in car park	C
13	Link from Castlecroft to 2 Schools	A
14	Route through private land from Castlecroft to Charlotte Street	A
15	Link along Coleraine Road as far as junction with Semi Cock Road/Newbridge Road	A
16	Link along Portrush Road as far as junction with Semi Cock Road	A
17	Route to Dalriada School and Ballymoney Primary School	A

4.2

Schedule 3 sets out a payment schedule for Ballymoney Connect 2. It includes a 1:10,000 scale map (example in Schedule 2). The map will show:

- **Core sections** – The Connect2 core sections are the essential central physical component of the scheme to be delivered. They are pivotal to making walking and cycling a more popular everyday way of traveling. They must be delivered as described in Schedule 3.
- **Connect2 aspirations** - Connect2 aspirations include opportunities which go beyond the boundaries of the funded scheme to make Ballymoney Connect 2 even more useful. Whilst there is no commitment to make these during the lifetime of this Connect2 scheme, Ballymoney Borough Council and Translink will make every effort to draw these aspirations into Ballymoney Connect 2 as the opportunity arises.
- Locations and extent of the items of work, cross referenced against the written payment schedule.

4.3

Payment for delivery of the scheme will be on the following basis:

- The scheme is described in Schedule 3. It is subdivided into an agreed series of components. Payment for each element of the scheme will be made to the applicant once the particular element of the scheme has been delivered as described in Schedule 3 and is open to the public.

4.4

Ballymoney Borough Council and Translink will agree in advance with Sustrans' nominated scheme manager any significant changes to the scheme as set out in Schedule 3. Any significant changes to the scheme must be recorded in a revised version of this MoU. Sustrans will use its best endeavours to support all changes in design and delivery that enhance the quality and extent of the scheme.

4.5

Ballymoney Connect 2 may be placed 'at risk' (as defined below) if Sustrans has reasonable grounds for believing Ballymoney Borough Council and Translink will not deliver the physical elements of the Ballymoney Connect 2 (see Appendix A) as set out in Schedule 3.

5 Community objectives

5.1

Ballymoney Borough Council and Translink will appoint a Project Manager and Project Champion and inform Sustrans of any changes to key personnel:

- the Project Manager will be the day to day contact with Sustrans and will be responsible for ensuring the project makes progress in accordance with the agreed programme
- the Project Champion will provide high profile attention whenever required and facilitate progress where the project manager encounters difficulties that potentially jeopardise the project.

Sustrans will appoint a specific Connect2 scheme manager and a project manager for the entire Connect2 programme throughout the UK.

5.2

Strong community support is essential for the successful outcome of this scheme. Ballymoney Borough Council and Translink will build on the enthusiasm demonstrated by the public vote by formalising the role that the community plays in developing and delivering the scheme by:

- creating a Steering Group
- working with the Steering Group to engage the wider community in the scheme
- promoting the scheme to the community

See Schedule 5 'Terms of reference for a steering group and key aspects of community engagement'

5.3

Ballymoney Connect 2 may be placed 'at risk' if Sustrans has reasonable grounds for believing Ballymoney Borough Council and Translink will not deliver the community element the Ballymoney Connect 2 (see Appendix A) as set out in Schedule 5

5.4

Both parties will endeavour to maximise positive publicity for the work undertaken with a number of openings throughout the life of the scheme. Ballymoney Borough Council and Translink will take the lead in accordance with a media protocol based on requirements set out by the Lottery (Schedule 6). Sustrans will provide national coordination and support where appropriate.

5.5

In order to maximise the impact of Ballymoney Connect 2 Ballymoney Borough Council and Translink will make every effort to work with complementary programmes in the area (e.g. to encourage people to choose to travel in ways that benefit their health and the environment such as Bikelt, TravelSmart, etc).

5.6

It is a condition of Connect2 funding that an appropriate route usage monitoring programme is put in place by Ballymoney Borough Council and Translink. This

programme should be agreed in advance of commencement of works with Sustrans.

Sustrans reserves the right to use material generated in route usage monitoring reporting. Copies of the usage monitoring reports will be provided to Ballymoney Borough Council and Translink on an annual basis by Sustrans.

Schedule 7 sets out the details of the monitoring programme for Ballymoney Connect 2 agreed between Ballymoney Borough Council and Translink and Sustrans Research and Monitoring Unit.

6 Project Management

6.1

Ballymoney Borough Council and Translink will provide Sustrans with a programme for the delivery of the scheme by 31/08/08. The programme should include at least each of the following activities:

- planning consents
- other permits and approvals
- partnership funding make-up (source and status)
- gateway review dates
- committee approvals
- land acquisition and/or third party agreements
- design stages
- construction
- opening date
- steering group and community engagement
- portrait bench designs and any other artwork (see Appendix A and Schedule 8)
- promotion and participation
- maintenance
- monitoring
- risk assessments

Ballymoney Borough Council and Translink will submit an updated version of the programme to Sustrans on a quarterly basis in MS Project using Gantt chart format.

6.2

As part of this MoU, Sustrans will apply 'gateway management' to this scheme. Gateway management means that at several key stages (listed below) Sustrans expects to be provided with documents properly setting out the stages detailed below for comment/discussion. Where Ballymoney Borough Council and Translink does not seek Sustrans views at these key stages Ballymoney Connect 2 may be placed 'at risk' (see Appendix A)

The stages of the gateway are:

- feasibility options where ideas are generated and evaluated to lead to a single option being developed at the next stage
- development of the single option to a satisfactory level of detail to be confident that it is the basis for planning applications and construction

- planning application(s)
- design drawings and specifications for tender/construction.

6.3

Quarterly Project Management meetings will be held between Sustrans and Ballymoney Borough Council and Translink.

Ballymoney Borough Council and Translink will provide Sustrans with briefing documents in advance (minimum 7 days) of each progress meeting. These should include but not be limited to:

- progress on all relevant matters since the last meeting
- planned activities for the next 3 and 12 months
- a revised programme if required
- risks to the delivery of the scheme as described in this MoU and the intended mitigation measures to manage the risks
- update on progress with complimentary programmes.

Appendix A	Conditions of Uptake of the Connect2 project Funding
from Sustrans	
Schedule 1	Schedule of Claims and Payments (to be completed)
Schedule 2	Physical Scheme Characteristics menu and example
Schedule 3	Payment Schedule (to be completed)
Schedule 4	Connect2 Design and Construction Checklist
Schedule 5	Terms of reference for a steering group and key aspects of community engagement
Schedule 6	Media protocol
Schedule 7	Route usage monitoring and scheme evaluation
Schedule 8	Arts programme and sculptural seating
Schedule 9	BIG Terms and Conditions
Schedule 10	Deed of Covenant Example (not included)

Appendix A

Conditions of Uptake of the Connect2 project Funding from Sustrans

Acceptance

1) Signing the MoU indicates acceptance of the offer of funding, and acceptance of these conditions, which include conditions imposed on Sustrans by the Lottery as set out in Schedule 9.

2) Ballymoney Borough Council and Translink will tell Sustrans of any new sources of funding identified for the scheme at any time during the project as part of the established reporting process.

3) Ballymoney Borough Council and Translink will write to Sustrans as soon as possible if any legal claims are made or threatened which would materially and substantially adversely affect Ballymoney Connect 2 during the period of the grant (including any claims such as made against members of Ballymoney Borough Council and Translink governing body or staff concerning the organisation).

4) Ballymoney Borough Council and Translink will write to Sustrans as soon as possible regarding any investigation concerning itself, its trustees, directors or employees carried out by the Police, HM Revenue & Customs or any other regulatory body which would bring the project or Ballymoney Borough Council and Translink into disrepute if proven.

Payment

5) The payment of the funding will be made by Sustrans to Ballymoney Borough Council and Translink against work done as set out at clause 6.1 above and in the Payment Schedule (Schedule 3).

6) The payment of funding will cover eligible costs incurred after 6th January 2006. Eligible costs include the capital costs Ballymoney Borough Council and Translink will incur delivering Ballymoney Connect 2 including the purchase of equipment and land and construction works.

7) The total value of Sustrans contribution to the cost of the scheme is an absolute amount and is not index linked.

8) It is a requirement of the Lottery that the grant for Ballymoney Connect 2 is conditional and will be withheld until Ballymoney Borough Council and Translink has confirmed:

- by way of a Certificate of Title or other confirmation of right of access and use that the Ballymoney Borough Council and Translink are the leasehold or freehold owner or have acquired the appropriate rights
- that all appropriate planning permission and other consents have been acquired
- evidence of competitive tender has been undertaken
- that all partnership funding has been acquired.

9) Grant payments will not normally be paid before completion of the work, to the satisfaction of Sustrans, and after a site inspection and payment authorisation by a person authorised by Sustrans on their behalf

10) Claims for payment of grant must be supported by evidence of costs incurred, and certified by a Principal Finance Officer or equivalent for Ballymoney Borough Council and Translink.

11) Sustrans will not pay Ballymoney Borough Council and Translink for any development, design, land acquisition, construction or other costs for a scheme that fails to deliver the scheme as described in this MoU.

12) Sustrans will not pay any grant unless the defined scheme is delivered as set out in this MoU (as amended from time to time).

13) It is a condition of grant payment that Ballymoney Borough Council and Translink must supply, accompanying the claim for payment, a selection of digital photographic images, for Sustrans' use, of key features of the completed works as set out on Schedule 2 of the MoU, 'Physical Characteristics'. These photographs should record both the technical detail of the route, and provide a record of the completed route in use by the cycling and walking public.

Value for Money and Procurement Requirements

14) Ballymoney Borough Council and Translink must ensure that it secures the best value for money in all purchases of goods and services made for the purposes of the Project. To comply with Lottery conditions Ballymoney Borough Council and Translink must ensure that it obtains at least three quotes for the provision of all goods and services with a cost of £10,000 or more, and where the cost is £20,000 or more, it must, if practicable, obtain at least 3 written tenders, above £50,000 and up to EU thresholds, four tenders, over EU thresholds, five tenders. If Ballymoney Borough Council and Translink follows a single tender procedure, for example, where the value of a contract is very low or where there is only one supplier appropriate for providing the goods or services concerned, prior approval must be gained from the Lottery (via Sustrans) and keep a record of the reasons why that procedure was thought to be appropriate. All records must be available for inspection on request by the Lottery and Sustrans.

15) Ballymoney Borough Council and Translink agrees to repay any VAT recovered to the extent that any such VAT cost is included in the grant and will notify Sustrans if any irrecoverable VAT claimed under the grant becomes recoverable.

Withdrawal of funds

16) If at any time Sustrans has reasonable grounds for believing that Ballymoney Borough Council and Translink will not deliver the scheme as described in this MoU, it shall advise Ballymoney Borough Council and Translink that the scheme is 'at risk' in line with Clauses 4.5 and 5.3 of the MoU.

17) Where a scheme is 'at risk', Ballymoney Borough Council and Translink shall provide a management action plan to Sustrans within 28 calendar days to demonstrate how the scheme will be delivered to Sustrans satisfaction. A scheme will remain 'at risk' until Sustrans is reasonably satisfied that it can be delivered in accordance with this MoU.

18) If a scheme remains 'at risk' for more than 4 months, Sustrans may, at its sole discretion, remove the scheme from the Connect2 programme with reference to the terms and conditions imposed upon Sustrans by BIG.

19) The removed scheme will no longer be eligible for Connect2 funding from Sustrans.

20) No money will be paid to Ballymoney Borough Council and Translink for any scheme which is removed from the Connect2 programme.

Acknowledgement

21) Ballymoney Borough Council and Translink shall, in agreement with Sustrans, acknowledge the funding as set out in the media protocol (Schedule 6).

22) Sustrans and the Lottery will be free to refer to funding offered either generally or for specific projects in their material.

Standards

23) Ballymoney Borough Council and Translink accepts that the objective of this project is to create a high quality environment that will positively encourage walking and cycling. Ballymoney Borough Council and Translink will ensure that the project will provide pedestrians and cyclists with as high a degree of priority over other modes of transport as is reasonably practical.

24) Ballymoney Borough Council and Translink will ensure that the work is designed and constructed in accordance with the principles and philosophy outlined in the Connect 2 and Greenway Design Guide Draft (July 2007). In particular, where decisions about route options, nature of the route and priority for pedestrians and cyclists are required, Ballymoney Borough Council and Translink will ensure that they should be made in accordance with the Connect 2 and Greenway Design Guide Draft (July 2007).

25) The routes and infrastructure created as part of this project shall conform to the National Cycle Network Guidelines and Practical Details (1997). Where this document does not provide adequate guidance, reference should be made to the TfL London Cycling Design Standards May 2005. Where this also fails to provide adequate guidance the work should conform to a published local authority design document (for example Lancashire County Council's 'Safer Cycling by Design') whose application to the project shall be approved by Sustrans, such approval not to be unreasonably withheld.

26) Schedule 4 sets out a Connect2 Design and Construction Checklist.

27) All construction, services and facilities provided by Ballymoney Borough Council and Translink shall conform to the designs, specifications and proposals submitted to Sustrans for comment as part of the gateway process.

28) It is the responsibility of Ballymoney Borough Council and Translink to ensure at all times that the works covered by the project conform to the relevant statutory obligations, byelaws, planning consents and any other consents required for the implementation of the project.

29) Ballymoney Borough Council and Translink will act as client of the scheme for the purposes of the CDM Regulations (2007)

Maintenance / Replacement

30) Unless otherwise agreed with Sustrans, Ballymoney Borough Council and Translink shall be responsible for ensuring full maintenance of the facilities for a period of 40 years from the completion of the scheme as set out in Schedule 3 or until another party accepts that responsibility (The Maintenance Plan).

31) Sustrans places great value in community involvement, leading to local ownership of the scheme and will work with Ballymoney Borough Council and Translink to encourage and organise volunteers to implement the maintenance plan as appropriate.

32) Ballymoney Borough Council and Translink shall be responsible for restoring or replacing any facilities which may be damaged or destroyed through fire, theft, accident, storm, flood or tempest, or through malicious damage. Appropriate insurance arrangements (including cover against negligence and public liability) shall be made by Ballymoney Borough Council and Translink.

Indemnities

33) Ballymoney Borough Council and Translink shall be responsible for meeting any negligence and public indemnity claims arising out of the provision of all facilities and shall indemnify Sustrans against all costs claims and expenses relating to negligence or public liability.

34) Ballymoney Borough Council and Translink shall comply with the conditions and covenants in the lease/licence etc. under which Sustrans currently holds the land on which the project is sited and shall indemnify Sustrans against all costs, claims and expenses relating to any breach of such conditions and covenants.

Access

35) Ballymoney Borough Council and Translink shall permit access by the general public at all times to the Connect2 Scheme, facilities and associated areas as defined on the plans submitted with the application once each element of the scheme is complete.

Other Obligations

36) The funding is agreed by Sustrans on the understanding that the project will become a recognised part of a local cycle network or, the National Cycle Network and Ballymoney Borough Council and Translink will supply and erect signs of appropriate design and colour and in accordance with the current guidance laid down by Sustrans. Ballymoney Borough Council and Translink will also consent to the use of the project in marketing and other promotional literature.

37) A grant for usage monitoring will be made available to Ballymoney Borough Council and Translink. The grant available to Ballymoney Borough Council and Translink will be agreed in advance with Sustrans Research and Monitoring Unit, the estimated cost being based on the work planned for scheme monitoring. The grant to be claimed from Sustrans as the work progresses, subject to data being supplied to, and approved by, Sustrans' Research and Monitoring Unit.

38) Ballymoney Borough Council and Translink to consider an appropriate arts programme (see Schedule 8) including identifying and including an agreed location for the distinguishing Portrait Bench feature and include cost for this in the Payment Schedule (Schedule 3).

Change of Use or Disposal

39) Insofar as it is within its power Ballymoney Borough Council and Translink shall not materially alter or change the use of, or sell, or dispose of all or part of the facilities, except with the prior written permission of Sustrans for 40 years from the completion of the scheme as set out in Schedule 3 of this MoU. Sustrans will not unreasonably withhold that consent provided the facility or another facility of equivalent or better quality is provided where a need for the facility is still evident.

40) Ballymoney Borough Council and Translink accept that the Lottery may require security such as a deed of covenant over individual project assets (example in schedule 10). Ballymoney Borough Council and Translink will provide to Sustrans when asked the security required over the agreed land and structures funded by the grant insofar as Ballymoney Borough Council and Translink are able to do the same. This will be in the form which Ballymoney Borough Council and Translink will agree with Sustrans prior to any drawdown of grant for Ballymoney Connect 2. If Ballymoney Borough Council and Translink cannot provide the required information in the required format Ballymoney Connect 2 may be placed 'at risk'.

41) If any part of the grant for an individual project is to buy freehold or leasehold land or acquire rights of access and use, Ballymoney Borough Council and Translink will ensure the lease or rights will be for a minimum term of 40 years, or Ballymoney Connect 2 may be placed 'at risk'.

Inspection

42) Any person authorised by Sustrans, on their behalf, shall be entitled to inspect a route and facilities for the purpose of ensuring compliance with these conditions as varied by the formal offer. Ballymoney Borough Council and Translink shall provide, as required, any relevant books, documents, records and audited accounts for a period covering the five years of Lottery funding.

Arbitration

43) Any dispute about the interpretation of these conditions shall be referred to the arbitration of a person to be agreed between the parties or, failing agreement within twenty-eight days after either party has given to the other a written request to concur in the appointment of an arbitrator, a person to be nominated at the request of either party by the President of the Royal Institution of Chartered Surveyors.

Schedule 1: Example BIG Schedule of Claims and Payments (Excel versions Available)

Projects - Financial status table																					
Organisation Name: <input type="text"/>					Portfolio Name: <input type="text"/>																
Unique reference number (URN) of this grant: <input type="text"/>					Reporting Period: <input type="text"/>																
Project details		Financial Information												Project Documentation - Capital projects only						Comments	
Project Reference Number	Type of Expenditure	Total Big Funding	Total Other Funding	Total Cost (C = A + B)	BIG PROJECTS FUNDING						OTHER FUNDING		TOTAL PROJECTS COSTS		Statutory consents		Evidence of competitive tender process		Certificate of Practical Completion		
Project Name		A	B	C	Total Previously Received	Total Spent to Date	Total Spent as % of Total Big Funding (F = E/A x 100)	Total Accrued to Date (G = D - E)	Planned Spending for Next Quarter	Claimed for Next Quarter (I = H - G)	Total Spent to Date	Total Spent as % of Total Other Funding (K = J/B x 100)	Total Spent to Date	Total Expended as % of Total Project Costs (M = L/C x 100)	Required?	Received?	Required?	Received?	Required?	Received?	
															(Yes or No)	(Yes or No)	(Yes or No)	(Yes or No)	(Yes or No)	(Yes or No)	
	Capital	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Revenue	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Total Project	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Capital	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Revenue	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Total Project	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Capital	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Revenue	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Total Project	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Capital	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Revenue	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Total Project	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Capital	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Revenue	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Total Project	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Capital	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Revenue	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Total Project	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Capital	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Revenue	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Total Project	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Capital	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Revenue	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
	Total Project	£0	£0	£0	£0	£0	0.00%	£0	£0	£0	£0	0.00%	£0	0.00%							
Portfolio Summary																					
	Total Capital	£0	£0	£0	£0	£0	0.00%	£0.00	£0	£0	£0	0.00%	£0	0.00%							
	Total Revenue	£0	£0	£0	£0	£0	0.00%	£0.00	£0	£0	£0	0.00%	£0	0.00%							
	Total Portfolio	£0	£0	£0	£0	£0	0.00%	£0.00	£0	£0	£0	0.00%	£0	0.00%							

Organisation Name:				Portfolio Name										
Unique reference number (URN) of this grant:				Reporting Period										
Type of Management Expenditure	BIG MANAGEMENT FUNDING									OTHER FUNDING		TOTAL MANAGEMENT COSTS		COMMENTS
	Total Big Funding	Total Other Funding	Total Cost	Total Previously Received	Total Spent to Date	Total Spent as % of Total Big Funding	Total Accrued to Date (F1)	Planned Spending for Next Quarter	Claimed for Next Quarter (C)	Total Spent to Date	Total Spent as % of Total Other Funding	Total Spent to Date	Total Spent as % of Total Projects	
	A	B	C	D	E	F	G	H	I	J	K	L	M	
Revenue (please specify)														
	£0.00	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	0.00%	
	£0.00	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	0.00%	
	£0.00	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	0.00%	
	£0.00	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	0.00%	
	£0.00	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	0.00%	
	£0.00	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	0.00%	
	£0.00	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	0.00%	
	£0.00	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	0.00%	
	£0.00	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	0.00%	
Total Revenue	£0.00	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	0.00%	
Capital (please specify)														
	£0.00	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	0.00%	
	£0.00	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	0.00%	
	£0.00	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	0.00%	
	£0.00	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	0.00%	
	£0.00	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	0.00%	
	£0.00	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	0.00%	
	£0.00	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	0.00%	
	£0.00	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	0.00%	
Total Capital	£0.00	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	0.00%	
Total Portfolio	£0.00	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	£0.00	£0.00	£0.00	0.00%	£0.00	0.00%	

Schedule 2: Instruction sheet for notation of Key Physical Characteristics, and Scheme Specific Map (to be sent separately, worked on and attached in final version of MoU)

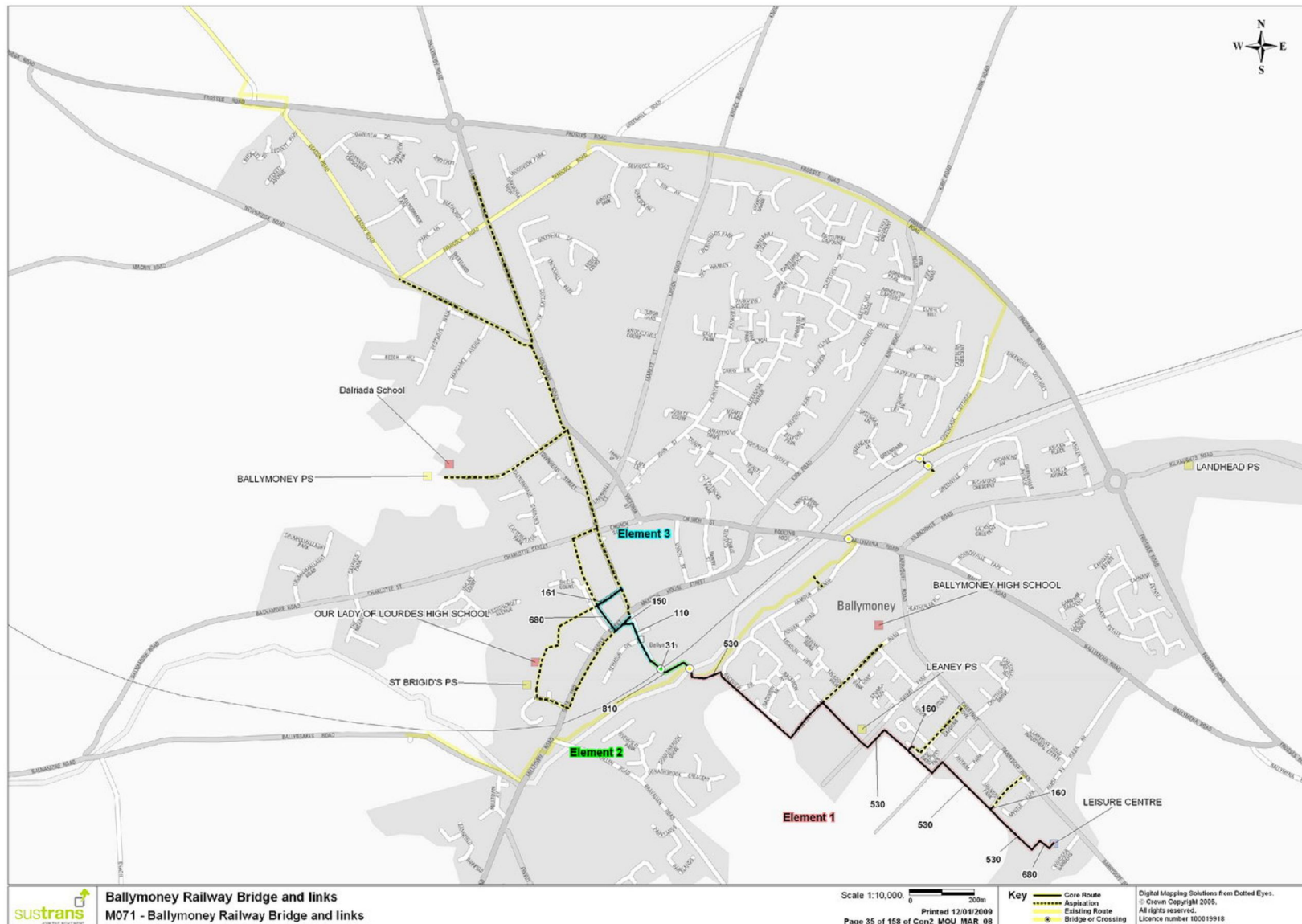
We have updated our mapping system with the information you returned earlier this year. The attached map(s) shows what we consider to be core route, wider network, aspirations and already existing route. It also shows some of the crossings and bridges that will be implemented as part of the scheme. Please check that we have plotted all the routes and crossings properly and correct those that need it. Please also re-assign 'Wider' network into either 'Core' or 'Aspirational' as appropriate and in conjunction with Sustrans.

We also need to know about the characteristics of the routes and crossings that will be built (both as part of our reporting to the Big Lottery Fund and for our own internal use.) There are a wide range of possibilities for these, so we use the list of standard codes shown below which should cover 99% of eventualities. If a route does not fall under one of these categories please describe it in full. It is also important on railway paths, river- and canal-side paths and other cycling corridors to know where access points are. An access point is any juncture where a cyclist can get onto a road from the path.

An example of how to annotate copies of your maps is shown overleaf; please use the codes from these tables:

Code	Type of Crossing
10	Access Point (on greenways where access is difficult)
11	Informal Access
12	Private Access (not open to the public)
15	Steps with wheeling ramp
16	Steps
17	Public footpath (access to)
18	Gate (access point)
19	Barrier (access point)
20	Toucan with Central Reservation
21	Toucan without Central Reservation
22	Zebra Crossing
23	Pelican Crossing
24	Traffic Lights
25	Crossing Facility with Central Reservation
26	Crossing Facility without Central Reservation
27	Crossing with no Facilities
30	Cyclepath under New Bridge
31	Cyclepath on New Bridge
32	Cyclepath under Existing Bridge
33	Cyclepath on Existing Bridge
34	Existing Subway
35	Existing Tunnel
36	Canal Over Cyclepath
37	Canal Under Cyclepath
40	Cyclepath under New Bridge - No Access
41	Cyclepath on New Bridge - No Access
42	Cyclepath under Existing Bridge - No Access
43	Cyclepath on Existing Bridge - No Access
44	Existing Subway - No Access
45	Existing Tunnel - No Access
46	Canal Over Cyclepath - No Access
47	Canal Under Cyclepath - No Access

Categories in NCNmain		
	Characteristics of Route	On Road
Urban Roads	100 Residential Road	T
	110 Town Road Road	T
	111 Town Centre road	T
	112 Main Road	T
	120 Traffic Calmed Road	T
	130 Advisory cycle lane on road	T
	140 Bus lane with cycling	T
	150 Shared path adjacent to road	F
	160 Cycle Path in urban areas	F
	161 Pedestrianised area or town centre	F
Rural Road Routes	210 Minor road signed only	T
	220 Busier minor road – some works needed	T
	230 Main Road	T
	240 Old main road closed to all but access traffic	T
	250 Cycle Lanes on Main Road	T
	251 Shared Path adjacent to road	F
Railway Routes	310 Railway Path	F
	320 Route on railway land, often beside operational railway	F
	330 Station forecourt or other area	F
Waterways	400 Canalside Path	F
	410 Path derelict or filled in canal	F
	420 Riverside path, natural bank	F
	430 Lakeside path	F
	440 Dockside path	F
	450 Formal riverside promenade	F
	460 Seaside path	F
	470 Seaside promenade	F
Urban Open Space	500 Path across urban parks	F
	510 Path across playing field	F
	520 Path across development site	F
	530 Path across open ground	F
	540 Graveyard/Cemetery	F
	550 Allotments	F
	560 Urban Woodland	F
Tracks & Private Roads	600 Forestry Road	F
	610 Abandoned Road not used by traffic	F
	620 Agricultural & Farm access road	T
	630 Farmyard	T
	640 Military Roads	T
	650 Formal Estate Roads – eg Longleat	T
	660 Industrial Roads	T
	670 Other Private Road	T
	680 Car Parks	T
	690 Other	F
Rural Open Space	700 General Footpath	F
	710 Green Lane **	F
	720 Field Edge	F
	730 Across open fields	F
	740 Golf Course	F
	750 Formal Parkland	F
	760 Forestry and woodland	F
	770 Open Space, not farmed – (e.g. common land)	F



Schedule 3 – Payment Schedule

Route Statistics for Connect2

(Detailed Stats for each scheme)

M071 Ballymoney Railway Bridge and links

Core Route	Sustrans Contribution	Characteristic Description	Number	Length (m)
Element 1	£25,000 Year 2 & 4			
		160 Cycle Path in urban areas		26
		530 Path across open ground		1,468
		680 Car Parks		96
Element 2	£320,000 Year 3 & 4			
		31 Cyclepath on New Bridge	1	
		810 Other Bridge (ramp)		142
Element 3	£0 Year 4			
		110 Town Road		331
		150 Shared path adjacent to road		125
		161 Pedestrianised area or town centre		184
		680 Car Parks		195
Element 4	£5,000 Year 1 – 5	Community Involvement		
Total Core Route:				2,566
Scheme Total:				2,566

Schedule 4

Connect2 Design and Construction Checklist

Cycling England (www.cyclingengland.co.uk) produce a design checklist. Application of the Cycling England checklist to the design process for this project should assist with achieving a high quality environment that will positively encourage walking and cycling.

A specific Connect2 Design and Construction checklist has been produced for Connect2 schemes. Designs and the final construction of Connect2 schemes will be evaluated against this checklist. Departures from any checklist requirements shall be justified as being not reasonably practical and agreed with Sustrans in advance of construction. Where this is not done, Sustrans may withhold part of the financial contribution until the scheme is made compliant

Connect 2 schemes shall have....

- *Continuity of route for both walkers and cyclists throughout their extent;*
- *Direct routes affording priority to walkers and cyclists*
- *Completely flush (+/- 6mm) kerbs at intersections between paths and roads.*
- *Any light columns and signs outside the width of the path itself;*
- *Clear signing to destinations coupled with the creation of a strong local identity of the Connect2 Network; and*
- *For cyclists, 2-way cycling on one way roads to give short and more direct journeys;*
- *Connect2 Portrait Bench*

Connect 2 schemes should have....

- *A smooth, machine-laid sealed surface with generous verges and margins for greenways in both urban and between urban areas;*
- *Priority crossings of roads with raised pavement crossings for pedestrians;*
- *20mph speed limits on Connect2 roads;*
- *Avenue tree planting on Connect2 roads, where not already planted;*
- *Convenient single phase light controlled crossings and, in particular, to cross dual carriageways in a single phase;*
- *No barriers on greenway paths, instead a careful use of any arrangements designed to prevent vehicle access and/or slow cyclists if necessary down but to keep a free flow of travelers; and*
- *Boundary fencing and security fencing which is inconspicuous and generous to the path user.*

SCHEDULE 5:

Terms of reference for a steering group and key aspects of community engagement

Objectives of Ballymoney Connect 2:

- to increase levels of walking and cycling and measure that change over the five year period of Connect2 funding.
- *to involve communities in planning and delivering schemes* that enable people to choose to travel in ways that benefit their health and the environment.
- to identify and take opportunities to integrate Connect2 with other successful sustainable transport projects and initiatives

Roles of the Steering Group:

- to ensure strong local stakeholder and community involvement in advising and practically supporting Ballymoney Borough Council and Translink and Sustrans in supporting the implementation of and adherence to the joint Memorandum of Understanding as the basis for planning, designing and building, and sustaining the maintenance, promotion, usage and evaluation of the Ballymoney Connect 2. Tasks are as follows:

Governance/accountability:

- Establish and agree a Terms of Reference outlining the tasks of the Steering Group and roles of its members
- Ensure that the Steering Group establishes and supports formal reporting/ accountability arrangements to both the appropriate local authority (or other lead agency) committee and the national Sustrans Connect2 programme
- Consider the merits of possibly establishing sub groups to use members' time and capabilities more effectively e.g. Technical and Design, Community Involvement and PR.

Stakeholder Involvement:

- Identify and involve an appropriate and representative range of key local stakeholders including members of the community
- Appoint an experienced and committed Chairperson, and ensure Steering Group servicing and regular working arrangements
- Ensure that a high level "champion" is nominated and acts as and when appropriate in progressing the scheme. (For example, the Chair, senior officer, lead elected member, or appropriate local resident or volunteer.)

Community involvement:

- Encourage the identification and involvement of interested members of the local community including Sustrans' and other volunteers
- Develop agreed roles (as part of the Terms of Reference) and tasks for the community representatives to undertake

Networking/additionality:

In order to optimise the impact of the BIG Peoples Millions and the matched funding invested by Ballymoney Borough Council and Translink, the Steering Group will:

- Link Connect2 to other key national, regional and local policies, provision and programmes.
- Seek to attract additional resources in order to further develop Connect2 aspirational plans and/or other local forms of sustainable transport

Steering Group/Community Involvement standards

- Develop and implement a costed Community Involvement action plan which will ensure meeting the standards detailed as follows:

Steering Group Community Involvement Standards		
Governance Essential	1	Connect2 Steering Group formed and in operation
	2	Chairperson and “champion” appointed and acting
	3	Membership representative of statutory stakeholders, community organisations and volunteers
	4	Steering Group (and relevant sub group) meetings held
	5	MoU, detailed plans and costed schedules received/commented upon/supported
	6	Reports to Sustrans for BIG and lead agency received/commented on/supported
Best Practice	7	Terms of Reference formally adopted
	8	Networking/championing C2 and other wider modal shift/Sustrans type programmes
	9	Community capacity building encouraged
Technical/Design Essential	10	Contribute to the concept and detailed design stages
	11	Support adoption of agreed Standards (ref. Schedule 4)
	12	Arrange community participatory event/s in planning
Best Practice	13	Formal comment by steering group on final design
	14	Ensure “considerate contractor” community liaison arrangements
	15	Arrange community participatory events in public art planning
Communication and Participation Essential	16	Contribute to C2 website
	17	Contribute to C2 newsletter
	18	Community planning participatory event/s publicised
	19	Participation in regional events and annual national video/conference
	20	Local Connect2 scheme/leaflet poster produced
	21	Official opening event/s organised and promoted
Best Practice	22	Volunteers involved e.g. Sustrans
Legacy Essential	23	Maintenance standards adopted and adhered to
	24	Ongoing promotional events planned (inc. C2 Day)
	25	Route usage monitoring programme introduced
Best Practice	26	C2 scheme adopted as part of Local Cycle Network plan
	27	Volunteers involved in promotions and Ranger scheme

Schedule 6 Sustrans' Connect2 Communications Protocols

MEDIA PROTOCOL FOR SUSTRANS' CONNECT2

In order to maximise and co-ordinate publicity opportunities and ensure mutual co-operation and appropriate acknowledgement, the following protocol is agreed between **Sustrans and Ballymoney Connect 2**

Routine Press Releases:

- Press notices/releases, briefings and general public communications about individual schemes as part of the Connect2 project **must** acknowledge the Big Lottery Fund's (BIG) and Sustrans' involvement.
- Spokespeople for individual Connect2 schemes **must** acknowledge the Big Lottery Fund's (BIG) and Sustrans' involvement in all broadcast media interviews
- Your media work should refer to the funding programme as the **Big Lottery Fund's Living Landmarks: The People's Millions**.
- Standard 'Notes to Editors' (see below) have been provided for inclusion in all press releases. This includes a standard reference to both BIG and Sustrans, as well as contact details for each organisations press office (specifically the general enquiries and website address)
- Sustrans to be provided with draft press releases, briefings and general public communications about Connect2 for onward approval by BIG at least **72 hours** before dissemination. This may be less if a standard press template is used (see attached)
- Any press releases announcing significant milestones or project openings must include a quote from Sustrans and BIG.
- Press releases should not re-use quotes from previously issued press releases by BIG, ITV or Sustrans' spokespeople without prior approval.
- Organisations will refer to the Big Lottery Fund or BIG or the Fund (**BLF must not be used under any circumstances**).
- **Organisations will refer to Connect2 as Sustrans' Connect2.**
- The following standard line **must** be included in the main body of all press releases:
Sustrans' Connect2 is funded by a £50 million Big Lottery Fund grant after the UK public voted the scheme the winner of The People's Millions Lottery contest in December 2007.

Media handling:

- Ballymoney Connect 2 to share any Connect2 communication plans/strategies in confidence with Sustrans. This should include both national and regional media work. This information will not be shared with any other organisations other than BIG.
- Ballymoney Connect 2 to inform Sustrans of any significant (i.e. positive or negative) media interest in their Connect2 scheme.
- Ballymoney Connect 2 to inform Sustrans during and out of office hours, of any potentially damaging media interest as soon as possible (contacts itemised below). Ballymoney Connect 2 should not respond to negative publicity about the Big Lottery Fund or The People's £50 Million contest. In the case of negative coverage, media contacts should be referred to Sustrans (as below).

Launches / Significant Events:

- Sustrans to be advised well in advance of proposed/planned events/launches/announcements to enable timely consideration of any media implications.
- Draft press releases for significant events to be shared with the Sustrans press office as early as possible in advance to enable inclusion of contributing quote from Sustrans and BIG.

Press & PR Contact details

Sustrans Press Office:

Press and PR for Connect2 – Hannah Sheppard; 0117 915 0123;
hannah.sheppard@sustrans.org.uk. Telephone: 0117 927 7555; Fax: 0117 930 4149; E-mail: |
press@sustrans.org.uk.
Out of office hours mobile: 07802 986728

Big Lottery Fund Press Office:

- Sara Brown, – 020 7211 1652
- Lilian Prodromou, – 020 7211 1740
- James Nicholls, – 020 7211 1706

Email: presslandmarks@biglotteryfund.org.uk
Big Lottery Fund Press Office: 020 7211 1888
Out of hours contact: 07867 500 572

Notes to Editors/FFI details for inclusion in all press notices/press releases

For further information on Sustrans' Connect2 project please contact Hannah Sheppard in the Sustrans' press office on 0117 915 0123.

Sustrans is the UK's leading sustainable transport charity. Its vision is a world in which people choose to travel in ways that benefit their health and the environment. It is achieving this through innovative but practical solutions to the UK's transport challenges.

£50 million Sustrans' Connect2 is a UK-wide project that will create new cycling and walking routes to improve local travel in 79 communities. Connect2 was awarded its Living Landmarks: The People's Millions grant after winning a public vote televised on ITV1 in December 2007. Further details are available at www.sustransconnect2.org.uk

The Big Lottery Fund, the largest of the National Lottery good cause distributors, has been rolling out grants to health, education, environment and charitable causes across the UK since its inception in June 2004. It was established by Parliament on 1 December 2006.

Big Lottery Fund Press Office: 020 7211 1888 Out of hours: 07867 500 572

Public Enquiries Line: 08454 102030 Textphone: 08456 021 659

Full details of Big Lottery Fund projects and grant awards are available at:

www.biglotteryfund.org.uk

MARKETING PROTOCOL FOR SUSTRANS' CONNECT2

Branding and Logos:

- Big Lottery Fund stipulates that all grant recipients carry the BIG and National Lottery crossed-fingers logos in media and marketing materials relating to their grant funded project. As such any letters, press releases, leaflets, publications, promotional goods (e.g. t-shirts), electronic or online materials produced by the projects awarded development grants from the Living Landmarks programme should include these logos. We will supply artwork that has the BIG logo and crossed-fingers logos in an agreed relationship, and no other version of these marques should be used by projects.
- Sustrans logo should also feature on all marketing materials relating to the Connect2 project – this to be agreed with your communications team.

Sustrans will be delivering a communications strategy that has been approved and agreed with BIG. This revolves around key dates and events, many of which will benefit from community involvement and engagement. The involvement of the communications team for each scheme sponsor will be required to ensure that these events work well and enable as many people as possible to benefit from Sustrans' Connect2

Sustrans have appointed a marketing executive to oversee the delivery of the strategy and to work in partnership with communications teams within schemes to optimise opportunities. Marc Argent is available on 0117 9268893 or e-mail marc.argent@sustrans.org.uk

Website

Will be regularly updated with information coming in from various schemes

Connect2 Newsletter

Will be produced every 6 months and will be in e-news format for electronic distribution. The first edition will be available in January 2009 and is designed to keep all schemes abreast of the project as it rolls out UK-wide.

Connect2 day

Will run every year from 2009 to celebrate progress on Connect2 schemes within communities, and their role in bringing about more sustainable travel UK-wide. The day will coincide with Sustrans' Change your World campaign that runs in the first week of July to encourage people to swap a car journey.

Annual Conference

Will run every year from 2009 and will provide a forum for schemes and Sustrans to share good practice and to learn from each other as the project progresses. It will be delivered as a virtual conference to reduce the need for travel, and will provide an opportunity to develop and refine virtual conferencing as a practical solution to reducing travel.

Opening Events

Please ensure you liaise as early as possible with Sustrans not only on press work but on the event itself. Sustrans has standard text incorporating brand guidelines

for both BIG and Sustrans for any plaques and other permanent items that will be used to commemorate openings.

Promotional Leaflets and Maps

To promote the schemes Sustrans will work with each partner to ensure we have effective templates for leaflets and maps across the entire Connect2 project.

Miscellaneous

There will be the need for promotional materials throughout the duration of the delivery of the project, and Sustrans will work collaboratively with all partners to ensure these are distributed and useful for the events described above.

Sustrans marketing contacts

Marc Argent e-mail: marc.argent@sustrans.org.uk telephone: 0117 926 8893

Melissa Henry e-mail: Melissa.henry@sustrans.org.uk telephone: 0117 926 8893

Schedule 7: Route Usage monitoring and scheme evaluation

It is a condition of Connect2 funding that an appropriate route usage monitoring programme is put in place by Ballymoney Borough Council and Translink. This programme should be agreed in advance of commencement with Sustrans.

A grant for usage monitoring will be made available to (name of org). The grant available to (name of org) will be agreed in advance with Sustrans' Research and Monitoring Unit, the estimated cost being based on the work planned for scheme monitoring. The grant will be reclaimable from Sustrans as the work progresses, subject to data being supplied to, and approved by, Sustrans' Research and Monitoring Unit.

Sustrans reserves the right to use material generated in route usage monitoring reporting. Copies of the usage monitoring reports will be provided to (name of org) on an annual basis by Sustrans.

Example x sets out the details and costs of the monitoring programme for Ballymoney Connect 2 and an option schedule will be utilised to decide upon the most appropriate monitoring schedule for each scheme.

Schemes should work with the Sustrans manager to agree which one of the 6 route usage monitoring and scheme evaluation options is most appropriate for their scheme. The detailed options paper is available separately from Sustrans.

Schedule 8 - Art & the Travelling Landscape - Connect2

As part of Connect2 there is an artwork element in each scheme identified as a Portrait Bench which will link all projects across the UK and create a distinct image associated with all Connect2 projects.

Where there is interest and the potential to secure further funding this art element could be expanded to compliment other local art programmes.

Portrait Bench

Each Connect2 site will install a Portrait Bench where people can sit or stand on their own or in groups to have their photographs taken as a memento of their visit or in recognition of their involvement with Connect2. It will act as a permanent reminder of the significance of Connect2 and provide a physical link between all 79 Connect2 schemes.

Through the Steering Group, each scheme is to

- work with local community groups to decide who the portraits for their bench will be
- identify community groups who would like to participate in photography workshop sessions

The final choice of portraits could be made through an exhibition, voting system or media/press publicity process.

Variations on the Portrait bench

If a project wishes to include more than 3 figures and they have secured additional funding this is entirely acceptable.

If a project wishes to devise their own design for a portrait bench which differs from this prototype the core principals should be the same;

- that the figures are portraits of local people from the community
- they are life size
- robust enough to withstand acts of mindless vandalism
- require the minimum maintenance

In this case the partners should draw up their alternative proposal and agree the designs with Sustrans.

The Timber bench There is simple timber bench set in front of the figures. Sustrans will locate a joinery firm in each region to produce the timber benches for all the projects in that region.

Budget

For each project £5,000 has been ring fenced to realise the Portrait Bench and is available over and above the specific scheme allocation.

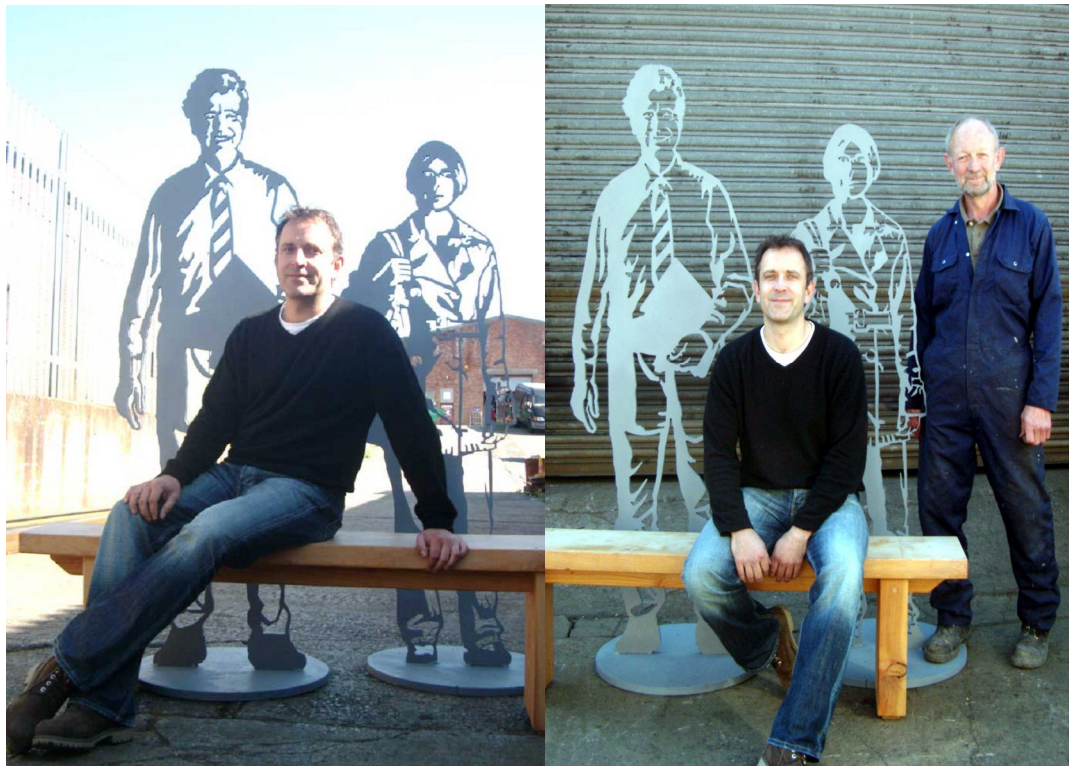
Sustrans organisation and management	450
Community photographic work £150 per day x2	300
Materials – disposable cameras, CAD design	130
Steel laser cut portraits £1,140 per figure (inc. finishes x3)	3,420
Ground preparation, transport and installation	250
Timber bench	450
TOTAL	5,000

ADDITIONAL ARTWORK

Several Connect2 schemes are already planning extended arts programmes as part of the implementation of their project; Sustrans is keen to encourage these and advise that you discuss your ambitions with us and your Local Authority Arts Development Officer at an early stage to see if they are viable and whether they could compliment or expand existing projects in the area.

Management

On schemes where the ambition is for a bigger art project, Sustrans can advise on the art content, appointment of artists and additional funding applications but is unable to make those applications.



Schedule 9: BIG Terms and Conditions Example

People's Millions - terms and conditions for Sustrans for URN: LL/2/010259590
Definitions

"We" and "our" refer to the organisation receiving the grant bound by these terms and conditions. "You" and "your" means the Big Lottery Fund and includes your employees and those acting for you.

The "Grant Agreement", which we have accepted and signed, includes and incorporates these standard terms and conditions and the grant offer letter together with any other conditions we have agreed.

The "portfolio" means the portfolio of projects that you are giving us the grant for as set out in our application form and any supporting documents, and/or as varied by the Grant Agreement. This includes the agreed seventy nine individual projects and the organisations that will deliver them, as listed in our stage two application and any variations to the portfolio that have been agreed by you in writing.

The "delivery organisation" means any organisation delivering an individual project within the portfolio.

"Assets" are items whose purchase, construction or improvement are funded in total or in part by a capital grant, that cost or are valued at (whichever is higher) £500 or more, and have a useful economic life of three years or more (based on normal accounting practice). This includes items bought or owned by third parties delivering individual projects.

1. In general

- 1.1 *We will use the grant exclusively for delivery of the portfolio. We will hold any unused part of the grant on trust for you at all times, and we will repay any grant (including any unused grant) to you immediately upon demand.*
- 1.2 *During the period of the grant we will act in a fair and open manner without distinction as to race, religion, gender, sexual orientation, age or disability, and in compliance with relevant legislation.*
- 1.3 *We will make sure that all current and future members of our governing body receive a copy of these terms and conditions while the Grant Agreement remains in force.*
- 1.4 *We will ensure that at all times while the Grant Agreement is in force we are correctly constituted and regulated and that the receipt of the grant and the delivery of the portfolio are within the scope of our governing documents,*

and if asked by you we will provide a legal opinion in your standard form from our solicitors confirming this.

2. *The portfolio*

2.1 *We will get your written agreement before starting any individual project or making any change to the portfolio or to its name, aims, structure, delivery, outcomes, duration or ownership.*

2.2 We will get your written consent before removing an individual project from the portfolio.

2.3 We understand that we will only be able to add individual projects to the portfolio if they were identified as reserve list projects in our stage two application. We will get your written consent before adding a reserve list project to the portfolio.

2.4 We will start at least some of the individual projects in the portfolio within twelve months of the date of the Grant Agreement, or if it is delayed, write to you giving reasons for the delay and asking for an extension.

2.5 We agree to make satisfactory progress with the portfolio and complete it in accordance with agreed milestones.

2.6 We will not use the grant to pay for any spending commitments that we and the delivery organisations have made before the date of the Grant Agreement unless agreed with you in advance.

2.7 We will tell you of any offer of funding for the portfolio from anyone else at any time during the Grant Agreement.

2.8 If we spend less than the whole grant on the portfolio, we will return the unspent amount to you promptly. If the grant part-funds the portfolio, we will return the appropriate share of the unspent amount to you.

2.9 *We will acknowledge the grant publicly as appropriate and as practical. We will follow your branding and publicity guidelines at all times. We will acknowledge your support and that of the National Lottery Commission on the projects and in any published documents that refer to the portfolio, including job advertisements, accounts and public annual reports, or in written or spoken public presentations about the portfolio.*

- 2.10 *We hereby consent to any publicity about the grant and the portfolio as you may from time to time require. You can carry out any forms of publicity and marketing to promote the award of the grant as you see fit. We agree to do whatever you reasonably require in order to assist with any form of publicity and marketing, including any press or media related activities.*
- 2.11 *We will tell you promptly about any changes to information we have provided and will make sure that the information you hold is always true and up to date.*
- 2.12 *In our management of all personal information we will meet the requirements of the Data Protection Act 1998. We will tell you immediately if any of our key contacts or people whose salaries are funded by the grant change.*
- 2.13 *We agree to meet all laws regulating the way we operate, the work we carry out, the staff we employ or the goods we buy. We will ensure that we have an equal opportunities policy and if any project within the portfolio involves work with children, young people or other vulnerable groups we will also have or ensure that there is an appropriate protection policy in place at all times, to help us comply with all relevant laws and good practice throughout the period of the Grant Agreement. We will obtain all approvals and licences and any profile checks required by law or by you.*
- 2.14 *We will maintain adequate insurance with reputable insurers to cover all legal and other liabilities at all times. This includes employee and public liability insurance and insurance that covers the full replacement value of any insurable assets you have funded for the asset monitoring period. If asked, we will supply copies of current policies and evidence of premium payment to you.*
- 2.15 We will acquire and maintain all necessary consents, resources and expertise to deliver the portfolio.
- 2.16 We have and will keep in place adequate procedures for dealing with any conflicts of interest arising in the provision of goods and services required to delivery the portfolio.
- 2.17 We have and will keep in place systems to prevent fraud.

- 2.18 *You have the right to reproduce any of our application or subsequent information supplied by us to you for any purpose as you see fit without any right of a claim by us, the delivery organisations, or building professionals employed on any of the individual projects in respect of copyright.*

3. Our organisation

- 3.1 *We will get your written agreement before:*

- Changing our governing document concerning our aims, payments to members and members of our governing body, the sharing out of our assets (whether our organisation is dissolved or not), or the admission of any new members; or
- Transferring our assets to, or merging or amalgamating with, any other body, including a company set up by us.
-

- 3.2 *We will write to you as soon as possible if any legal claims are made or threatened against us and/or which would adversely affect the portfolio during the period of the grant (including any claims made against members of our governing body or staff concerning the organisation).*

- 3.3 *We will tell you in writing as soon as possible of any investigation concerning our organisation, trustees, directors, employees or volunteers carried out by the Police, HM Revenue & Customs or any other regulatory body.*

- 3.4 *We will be available for meetings with you and allow full and free access to our records however and wherever held and to any of our offices or buildings to you, or those acting for you or to the National Audit Office.*

- 3.5 *We will let you know if our governing body falls below three members and will increase it to at least three as soon as possible.*

4. Contracts between us and our delivery organisations

- 4.1 *Even though we may sub-contract individual projects to delivery organisations, we understand we remain accountable for delivering the portfolio and for keeping all of the grant terms and conditions.*
- 4.2 *We will ensure that the payment of grant funds to delivery organisations is subject to an agreement containing reasonable and adequate terms and conditions to safeguard the grant and all relevant obligations from this grant agreement. These terms and conditions must include provisions for third parties to repay grant funds if any of the events listed in clause 13. 6 occurs. You will receive each agreement prior to any payment of grant funds to the delivery organisation.*
- 4.3 *We will ensure that delivery organisations are bound by the requirements covering portfolio assets set out in clauses 9 and 10.*
- 4.4 *We will ensure that delivery organisations maintain adequate insurance cover in line with clause 2.14.*
- 4.5 *We will ensure that delivery organisations follow your branding and publicity requirements and guidelines at all times.*
- 4.6 *You have the right to have any contract between us and a delivery organisation novated to you (or a new organisation) if any of the events listed under clause 13.6 occurs.*

4.7 You also have the right (under the Contracts (Rights of Third Parties) Act 1999) to enforce any of our rights under the Grant Agreement with a delivery organisation. The Grant Agreement with the delivery organisation must contain a provision that these rights may not be altered or extinguished without your written consent.

- 4.8 *If we recover money from a delivery organisation, we will repay this money immediately to you, unless you agree otherwise in writing*

5. VAT

- 5.1 *We acknowledge that the grant is not consideration for any taxable supply for VAT purposes by us to you. We understand your obligation does not extend to paying us any amounts in respect of VAT in addition to the grant and that the grant made by you is inclusive of VAT.*
- 5.2 *We agree to repay you immediately any VAT we recover whether by set-off, credit or repayment to the extent that any such VAT cost is included in the grant.*

- 5.3 *We will notify you immediately if any irrecoverable VAT claimed under the grant becomes recoverable.*
- 5.4 *We will keep proper and up to date records relating to VAT, and we will make such records available for you to look at and give you copies when requested.*
- 5.5 *If you have funded all of the VAT costs for our portfolio, we agree to refund immediately all of the VAT we recover to you.*
- 5.6 *If you have funded a proportion of the VAT costs for the portfolio, we agree to refund immediately the same proportion of the VAT recovered to you.*

6. Our annual report and accounts

- 6.1 *We will acknowledge your grant in our annual reports and accounts covering the period of the Grant Agreement.*
- 6.2 *We will show your grant and related expenditure as a restricted fund under the description "Big Lottery Fund Living Landmarks Grant" in our organisation's annual accounts. If we have more than one restricted fund, we will include a note to the accounts identifying each restricted fund separately. If we have more than one grant from you, we will record each grant separately in the notes to the accounts. We will identify unspent funds and assets in respect of the grant separately in our accounting records.*
- 6.3 *We will send you a copy of our annual accounts as soon as they have been approved in accordance with our governing document and in any event within ten months of the end of the financial year for each year in which grant payments are made. The accounts will be signed by a member of our management committee and externally audited or independently evaluated as appropriate for our organisation.*
- 6.4 *We will keep proper and up to date accounts and records for at least seven years after the termination of our grant, including summary profit and loss accounts and management accounts and invoices, which show how the grant has been used. We will make these financial records available to you to look at and give you copies.*
- 6.5 *We will report regularly and fully to all members of our governing body on the financial position of our organisation.*

7. Monitoring

- 7.1 *We will monitor the progress of the portfolio and complete regular reports as you require using the forms you send us. We will send you any further information you may ask for about the portfolio and delivery organisations or about our organisation, and its activities, the number of users and other beneficiaries and such other information as you may require from time to time. You may use this information to monitor the portfolio and evaluate your grants programmes.*

- 7.2 *We will fill in a final report on the portfolio using the form you send us. We understand that the grant is finished only after we have completed this report to your satisfaction and you have received annual accounts for the full period.*
- 7.3 *We will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the portfolio's completion.*
- 7.4 *We will tell you immediately if there is to be any variation to or decrease in the portfolio outcomes.*

8. Grants for Salaries

We will ensure that we have proper employment policies and procedures in place at all times. We will pay attention to equalities in the recruitment and selection process and the need to ensure an appropriate balance of staff in our organisation.

If the grant is for a salary of a new post, we will make sure the vacancy is advertised externally, using appropriate media (including media that could attract disadvantaged groups). We will make sure every advertisement is in accordance with all current best practice and will acknowledge that you are the funder of the post. This applies to any re-advertisement. The job description, a list of the publications where the advertisements were placed and a copy of the letter of appointment must be kept. We will send them to you if you ask for them.

We will maintain records of staff funded by you including their names, their salaries and their start, and, if appropriate, end dates and give you this information if you ask for it.

We will maintain all main financial records including personnel and payroll records for staff funded by you for seven years after the grant has ended. We will make sure third parties employing staff funded by you also meet this requirement. We will complete all statutory returns for employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and National Insurance contributions.

9. Grants for Capital Assets (other than land and buildings) and Services

- 9.1 If any part of the grant is used to buy any capital items (other than land) or a series of related capital items costing more than £10,000, we or the delivery organisation will put out the order to competitive tender. If there are good reasons why we or the delivery organisation cannot tender, we will get your agreement beforehand. We understand that public bodies must meet the relevant UK and European procurement legislation together with the provisions of the World Trade Organisation General Procurement Agreement.
- 9.2 *If any part of the grant is to buy a capital item or series of capital items, such as equipment or other items which have an economic life of three years or more, costing up to and including £10,000 we or the delivery organisation will keep all receipts and invoices for you to look at.*
- 9.3 *We will keep all assets funded by the grant safely and in good repair and will make sure we have adequate insurance cover for all of them. Any loss resulting from payments made for assets before delivery will be our responsibility. If the asset is damaged, destroyed or stolen, we must tell you in writing and we must repair or replace it.*
- 9.4 *During the asset monitoring period, we will provide an annual statement that the assets are still held and insured by us or the delivery organisation. We will not sell, give away or borrow against the assets without first receiving your written consent. As our grant has come from public funds, we understand and accept that if you provide consent it may require that the sale is at full market value and/or subject to conditions requiring us to repay all or part of the money we receive.*

10. Grants for buying or refurbishment of land and buildings

- 10.1 If any part of the capital grant is to buy or build, refurbish, extend or alter structures or land ("capital assets"), then we understand that these terms and conditions will apply to all delivery organisations, which may include ourselves.
- 10.2 We understand and accept that you may require security such as a deed of dedication over individual project assets. We will provide to you when asked the security you require over the land and structures funded by the grant. This will be in the form which we will agree with you prior to any drawdown of capital grant for an individual project.
- 10.3 We will ensure that all delivery organisations have the legal powers under their governing documents to undertake the individual project and to execute the legal documents associated with the grant.
- 10.4 We will ensure that no delivery organisation has any undisclosed loans secured on the individual project assets. We will not allow a delivery organisation to take out any loans secured on any individual project assets

funded or part-funded by the capital grant unless we receive your agreement in writing first. Your agreement may be subject to conditions which the delivery organisation will have to meet.

10.5 *We understand that if any part of the capital grant allocated to an individual project is to buy land (whether freehold land or leasehold land) that we must obtain, hold and send to you when asked the following documents before the capital grant allocated to an individual project can be paid:*

- a surveyor's or engineer's report on the condition of the property, its value if applicable and whether it is suitable for the project;
- confirmation from our or the delivery organisation's solicitors that all necessary consents for the use of the property for the purposes of the grant have been obtained;
- a certificate of title or other confirmation of rights of access and use completed by the delivery organisation's solicitors in the form you require together with the agreed security; and
- if the grant is for £250,000 or over and the delivery organisation is not a statutory body, confirmation (by way of legal opinion in the form you require) from the delivery organisation's solicitors that the delivery organisation has the legal powers necessary to sign the documents.

10.6 *If any part of the capital grant for an individual project is to buy freehold or leasehold land or acquire rights of access and use, we will ensure the lease or rights will be for a minimum term of 40 years.*

10.7 *If all or part of the capital grant allocated to an individual project is to be used for any building, engineering and landscaping work we understand and accept:*

- *that you will keep ninety five percent of the capital grant allocated to an individual project until we have confirmed and demonstrated to you that we hold in a satisfactory form:*
 - *confirmation (by way of a Certificate of Title or other confirmation of rights of access and use, in the form you require) from our or the delivery organisation's solicitors that the delivery organisation are the leasehold or freehold owner of the individual project assets to which the grant relates or have acquired other appropriate rights and that the individual project assets may be employed for the grant purpose;*
 - *evidence that the delivery organisation has received any necessary planning permission, listed building consent, health and safety approval and building regulations consent (or other applicable consents or regulations) required for the building work;*

- *a copy of the tender review report which gives evidence that a competitive tender process has been undertaken with a minimum of three estimates received from three independent contractors. If the delivery organisation is to commission the building works under pre-tendered arrangements, we will obtain evidence that demonstrates that costs have been market tested to confirm value for money;*
 - an updated design and specification summary, capital project cost summary, cash flow and programme; and
 - *evidence that the delivery organisation has secured all the required partnership funding for the capital project;*
- that payments to delivery organisations for individual projects must be made in stages only when we have received and verified evidence of expenditure in the form of either a contractors' invoices or an interim certificates completed on the RIBA (Royal Institute of British Architects) form or other appropriate invoices;
 - that you will keep five per cent of the part of the grant for the individual project's building works until we have confirmed and demonstrated to you that we hold a copy of the certificate of practical completion for the project. We will also obtain and hold the making good defects certificate; the final certificate; confirmation that the delivery organisation has obtained the building regulations or other completion certificate and the insurance certificate where applicable; and
 - *if the delivery organisation wants to make significant changes to the scope of the building works for an individual project, we must get your permission in writing before going ahead.*
 - we will ensure that the delivery organisation employs a lead building professional to manage the tender process and to certify that the building works have been properly carried out;
 - if structural work is necessary, we will ensure that the delivery organisation employs a structural engineer;

- we will ensure that the delivery organisation uses building professionals that are fully qualified members of an approved professional body and have all necessary professional indemnity insurance cover; and
- if building works come under the Construction (Design and Management) Regulations 2007, we will ensure that the delivery organisation has appointed a planning supervisor.

10.8 If we do not make payment claims for capital grant within three months of the relevant capital expenditure being incurred, then you will proportionally reduce the capital grant in line with the actual capital expenditure incurred in the claim period.

10.9 If the delivery organisation needs to use an individual project assets to raise further funding, we will obtain your agreement in writing first, which may be subject to conditions which we will have to meet. You will need to be satisfied that the new lender understands and will put the interests of the beneficiaries of the project first. We undertake that

- any loan secured on an individual asset will be used entirely on the individual project; and
- the maximum loan will be no higher than the amount of money being put up by the new lender.

10.10 No individual project assets will be sold, let, sub-let or otherwise disposed of or their use changed without first receiving your written consent, which may contain conditions which we will have to meet. If a delivery organisation sells or disposes of any individual project assets, we may have to repay you all or part of the money we have received from you. The amount we repay will be in direct proportion to the share of the individual project costs that came from you. If, with your consent, a delivery organisation sells an individual project assets wholly or partly bought with the grant, it will be at full market value.

10.11 You will continue to monitor individual project assets bought with the grant after the project is over and we will supply you information about and allow you to inspect the individual project assets in accordance with your standard procedures for 40 years.

- 10.12. *We confirm understand and accept that the asset monitoring period for individual projects will start from the date of purchase of the individual project asset or the date of completion of the building work, whichever is the earliest.*

11. Payment of grant

- 11.1 You will pay the grant by bank transfer (BACS) into a new UK-based bank account or building society account in our name, which requires the signatures of at least two authorised people for every withdrawal and which will be kept separate from our other funds.
- 11.2 You will not be liable for any losses or costs (including, but not only, bank charges) if you do not make grant payments on the agreed date. We must take up the first instalment of the grant within 12 months of the date of the grant offer letter; otherwise it will automatically lapse, unless you agree in writing to an extension.
- 11.3 Revenue grant instalments will depend on your approval of an end of year report on the previous year, which we will complete on a form provided by you within three months of the end of the grant year. If we do not do this, grant payments may be suspended.
- 11.4 If you are not satisfied that we have met all the terms of our Grant Agreement, or you need extra information or documents, you may ask for this and may postpone payment of the grant until you feel that the terms are met or until you receive the material you want.

12. Length of Grant Agreement

- 12.1 These terms and conditions and the Grant Agreement remain in force for whichever of these is the longest time:
- For one year following the payment of the last instalment of the grant.
 - As long as any part of the grant remains unspent.
 - The expiry of the maximum period required under the grant for asset monitoring.
 - As long as we do not carry out any of the terms and conditions of the Grant Agreement or any breach of them continues (this includes any outstanding reporting on grant expenditure or portfolio delivery).

13. We understand that

- 13.1 You can only guarantee future instalments of the grant as long as funds from the National Lottery are available and you continue to operate.
- 13.2 We accept that you may share information about our grant with any parties of your choice as well as with members of the public who make a request for information under the Freedom of Information Act 2000. Details of the portfolio may be broadcast on television, on your website, in newspapers and through other media.
- 13.3 You will not increase the grant if we spend more than the agreed budget.
- 13.4 We understand that you are not liable:
- to any person for any matter arising in connection with the development, planning, construction, operation, management and administration of the project, or
 - to us for any loss or damage arising directly or indirectly as the result of us complying with these standard conditions or terms of grant.
- 13.5 You may suspend payment of the grant if you want to investigate any matters concerning the grant (or any other grants you have given to us). We understand that you accept no liability for any consequences, whether direct or indirect, that comes about from a suspension even if the investigation finds no cause for concern.
- 13.6 You may withhold or demand repayment of all or part of the grant at your absolute discretion, in any of the following circumstances if:
- We fail to meet any of these terms and conditions, or the terms and conditions attached to any other grants from you for which a Grant Agreement is still in force.
 - We completed the application form dishonestly or significantly incorrectly or misleadingly.
 - We or any other person or organisation operating for us gave you any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the Grant Agreement.
 - It is likely that our organisation will have to stop operating, may be dissolved or become insolvent, or is likely to be put into administration

or receivership or liquidation, or we are about to make an arrangement with, or guarantee a Trust Deed to our creditors.

- Members of our governing body, volunteers or staff act at any time during the voting and award process and the period of the grant dishonestly or negligently or in any way, directly or indirectly, to our detriment or to the detriment of our organisation or the portfolio or to the detriment of your reputation.
- Our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, HM Revenue & Customs or other regulatory body.
- We receive duplicate funding from any other source for the same or any part of the portfolio.
- We do not take positive steps to ensure equal opportunities in our own employment practices and the delivery of and access to our services.
- There is a significant change of purpose, ownership or recipient, either during the portfolio or within a reasonable period after its completion, so that you judge that the grant is unlikely to fulfil the purpose for which you made it.
- At any stage of the application process or during the period of the Grant Agreement we do not let you have information that would affect your decision to award, continue or withdraw all or part of the grant.
- We are or become legally ineligible to hold the grant.
- If you have reasonable grounds to believe that it is necessary to protect public money.

13.7 We acknowledge that the grant comes from public funds and we will not use the grant in a way that constitutes unapprovable State aid. In the event that it is deemed to be unapprovable State aid, then we will repay the entire grant immediately.

13.8 You may assign any of your rights under the Grant Agreement to any other or successor body.

13.9 We may not transfer any part of the grant or this Grant Agreement or any rights under it to another organisation or individual, unless we have entered into an agreement, authorised by you, requiring us to work with another organisation in delivering the portfolio.

13.10 No other body with which we are working, except for those with which we have entered into an agreement, authorised by you, has any claims on you under these terms and conditions.

14 Additional conditions

14.1 You have the right to impose additional terms and conditions on the grant either in the offer letter and/or if:

- We are in breach of the Grant Agreement;
- You withdraw any part of the funding for the portfolio;
- You judge that members of our governing body, volunteers or staff or any person or organisation closely involved in carrying out the portfolio act in a way that may have a detrimental effect on the portfolio or on your reputation as a distributor of public money or as a Government sponsored body;

- If you have reasonable grounds to believe that it is necessary to protect public money; and/or
- You believe such conditions are necessary or desirable to make sure that the portfolio is delivered as set out in our application or following any agreed changes.

Schedule 1- additional terms and conditions for URN: LL/2/010259590

1. We understand and accept that prior to any drawdown of any grant we will submit for agreement with you an updated overall portfolio budget, cash flow and portfolio programme with key milestones.
2. We understand and accept that you will commission milestone reviews, which will be undertaken by independent project review teams, at key stages during the delivery of the portfolio and that we will be required to manage and mitigate the risks identified from these reviews.
3. We understand and accept that within six months of the date of the Grant Agreement, and before you will pay any capital grant and more than 5% of the portfolio capital management grant, we will submit and agree with you:
 - SMART project outcomes and a detailed monitoring and evaluation strategy;
 - An updated risk register for the overall portfolio and a risk management plan;
 - A standard form of Memorandum of Understanding that we will enter into with all individual projects;
 - A process for ensuring that whole life costs and environmental design good practice have been fully accounted for each individual project; and
 - A detailed communications and branding strategy.
4. We understand and accept that before we can release any grant to any delivery organisation for an individual project that we must have received, approved and accepted the following for each individual project (unless you choose to waive the requirement for individual items):
 - Executed Memorandum of Understanding
 - Evidence of community support
 - Recipient organisation details and key project personnel
 - Updated project description

Schedule 10: Deed of Covenant Example

To go here (an appropriate example is not yet available to be attached. In the interim, and if clarification is required please speak to your Sustrans contact)

APPENDIX 2

Active Communities – Causeway Coast Consortium


Summary Progress Report, 8 January 09
1. What is 'Active Communities'?

In response to need identified within the Northern Ireland Strategy for Sport & Physical Recreation 2008 – 2018, Sport NI have developed 'Active Communities', an investment programme that aims to increase participation in sport and physical activity

Applications will be invited from 11 consortia of district councils based on the RPA Model, advocating closer working relationships with district councils and supporting the community planning process.

The programme seeks to employ, deploy and train a network of full time and part time sports coaches and leaders to deliver activities in community settings across Northern Ireland, with a view of increasing participation in sport and physical recreation, especially among under represented groups.

2. Key Performance Indicators and Programme Funding

The impact of the programme will be measured within each consortium area against a set of Key Performance Indicators (KPI's). The table below outlines the KPI's for the Causeway Consortium for Years 1 & 2 of the 5 year programme:

KPI	Year 1 Target	Year 2 Target
Total Number of FTE coaches appointed	4	5
Total Number of Participant Opportunities Created	28,380	70,950
Total Number of Participants	1,774	4,434
% of Female Participants	50%	50%
% of Participants with a Disability	10%	10%
% of Older Participants	15%	15%

Programme Funding for the Causeway Consortium will be allocated as follows:

	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
	2009/10	2010/11	2011/12	2012/13	2013/14
Allocation (£)	77,183	205,871	216,575	227,820	239,633

Year 1 funding is based on a delivery period of 6 months whilst funding levels for Year 3 – Year 5 are not yet confirmed.

3. Consultation

An 'open' consultation event was held in Portstewart on Wednesday 10 December 08 and was attended by representatives from local authorities, sports governing bodies, area partnerships and the Education & Library Boards.

4. Needs Analysis

The outcome of the consultation event was assessed within the context of local sporting priorities to decide on the types of posts to be appointed within the Consortium.

At a consortium meeting on Tuesday 6 January 09, it was agreed that 4 Multi Sports / Multi Skills Coaches should be appointed, to allocate one per council in Year 1. This resource would be further supported by the recruitment of a Disability/Older People Leader in Year 2, to work across the consortium.

5. Submission to Sport Northern Ireland (Sport NI)

The funding will be drawn down from Sport NI on the basis of a 'Coaching & Leadership Implementation Plan' that will include a robust project management structure to instil and deliver a consortium wide approach and impact within the Causeway area.

The submission will be made by 20 February 09 and it is anticipated that appointments will be in place by 1 September 09.