

THE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Michelle O'Neill MLA
Dundonald House, Ballymiscaw,
Stormont, Belfast BT4 3SB

Roy Beggs MLA
Northern Ireland Assembly
Parliament Buildings
Ballymiscaw
Stormont

9 March 2016
54739/11-16

Roy Beggs asked:

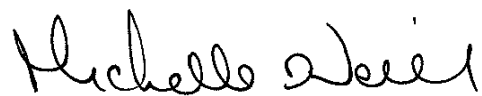
To ask the Minister of Agriculture and Rural Development to provide a copy of the management agreement between her Department and NI Water in relation to the management of trees at the Woodburn Site PL1/10..

ANSWER

Forest Service manages trees, for forestry purposes, on land at the Woodburn forest site, which is owned by NI Water.

A copy of the management agreement within which the trees are managed is attached for your information, as requested.

A copy has also been placed in the Assembly library



MICHELLE O'NEILL MLA

ANNEX A

Dated the *Twentieth* day of *April* — 19

BELFAST CITY AND DISTRICT
WATER COMMISSIONERS

- with -

THE MINISTRY OF AGRICULTURE FOR
NORTHERN IRELAND

A G R E E M E N T

JAMES MACAULAY,
Solicitor,
83, Royal Avenue,
BELFAST.

opp
NW/TC.



AN AGREEMENT made the *twentieth* day of *April* — One thousand nine hundred and sixty four BETWEEN THE BELFAST CITY AND DISTRICT WATER COMMISSIONERS (hereinafter called "the Commissioners") of the one part and THE MINISTRY OF AGRICULTURE FOR NORTHERN IRELAND (hereinafter called "the Ministry") of the other part WHEREAS the Commissioners are the owners of lands in the Townlands of Ballyhill, Black Hill, Beltoy, Crossmary, Commons, Middle Division, North East Division and West Division in the County of Antrim containing together One thousand eight hundred and twenty seven and one half acres or thereabouts statute measure planted with forest trees or suitable for afforestation AND WHEREAS the Commissioners are satisfied that it is in the interests and for the benefit of their undertaking that the said lands should be used and managed by the Ministry for afforestation purposes AND WHEREAS the said parties have mutually agreed as follows NOW THIS AGREEMENT WITNESSETH that the Commissioners hereby grant to the Ministry full permission and liberty to use and manage the said lands containing together One thousand eight hundred and twenty seven and one half acres or thereabouts statute measure as more particularly delineated on the map attached hereto and thereon surrounded by red lines for forestry purposes and in accordance with the terms of a Working Plan submitted by the Ministry to the Commissioners and approved by them upon the following terms and conditions :-

1. This Agreement shall come into force on the First day of October One thousand nine hundred and sixty three and shall remain in force until terminated in respect of all or part of the area by

one or other of the said parties Provided However that a minimum of five years' notice shall be given unless a shorter period is then acceptable to both parties.

2. Notwithstanding the terms of the preceeding Clause the Commissioners may take over immediately any area urgently required in connection with the works or undertaking of the Commissioners.

3. Three previous Agreements made between the Commissioners and the Ministry as follows:-

Agreement dated the Twenty-sixth day of October One thousand nine hundred and forty four (Three hundred and sixty six acres)

Agreement dated the Twenty-ninth day of December One thousand nine hundred and forty nine (Two Hundred and thirty three acres)

Agreement dated the Sixth day of August One thousand nine hundred and fifty four (Seven hundred and Four Acres)

shall be deemed to be terminated on the First October One thousand nine hundred and sixty three.

4. The Ministry shall be responsible for carrying out all necessary work in connection with the forestry management of the area including afforestation or reafforestation and the sale of produce in accordance with the terms of the Working Plan hereinbefore referred to such Working Plan to be revised and adjusted as necessary from time to time by agreement between both parties.

5. The costs and expenses of the forestry management of the area shall be borne by the Commissioners such costs to include the cost of all labour supervision overheads and materials involved.

6. Quarterly statements certified by the Ministry summarising the

costs of and receipts from the forestry management of the said lands shall be submitted to the Commissioners as soon as possible after the first day of January, first day of April, first day of July and first day of October in each year and payments shall be made by either party as necessary within one month of the issue of such statements.

The Ministry shall afford the Commissioners or any duly authorised representative full and sufficient facilities to investigate check and record details of the build up of the quarterly statements of costs and receipts.

7. The shooting and sporting rights on the said lands shall remain in the hands of the Commissioners but the Ministry shall have the right to destroy rabbits and hares and other vermin on the said lands.

8. The Ministry shall have access to such stones and materials as may be available on the said lands or on such other lands of the Commissioners as may be mutually agreed between the Commissioners and the Ministry for the construction of roads paths drains and walls.

9. Subject to the approval of the Commissioners as to the situation materials design construction and cost the Ministry may erect a house with garage and forest office at the Commissioner's expense, such house to provide accommodation for a supervisor for the forested lands and not to be built prior to One thousand nine hundred and seventy.

10. Subject to like conditions and approval such huts or sheds as may be deemed necessary in connection with the afforestation of the

said lands may also be erected.

11. The Ministry's Officials and workmen shall have access at all reasonable times to the premises and lands in connection with the said afforestation scheme.

12. During the continuance of this Agreement the Commissioners and their Officials servants and workmen and such other person or persons as shall be duly authorised by the Commissioners shall be at liberty at all times to enter upon the said lands and premises for all or any purpose that the Commissioners may authorise and with or without horses carts carriages trucks lorries wheelbarrows and other things and all materials implements plant and appliances as the Commissioners may require or authorise.

13. The Ministry shall not do or permit to be done on any part of the said lands any act matter or thing which shall or may contaminate or lead to contamination of or in any way interfere with or endanger the purity of the water in any of the Commissioners reservoirs conduits or works or any streams or waters which flow through or reach the same and shall take all reasonable precautions to ensure that no pollution will occur on the lands or any part thereof or any of the streams or water which flow through the said lands or any part thereof. The Ministry shall provide adequate sanitary accommodation for the foremen workmen and employees engaged by the Ministry and working on the said lands and each of such foremen workmen and employees shall submit himself for such medical examination as the Commissioners may require by such medical doctor or medical practitioner as the Commissioners may from time to time appoint and only such foremen workmen and employees as

shall have received a satisfactory medical certificate may be employed by the Ministry for any purpose on the said lands.

14. The Ministry shall take all reasonable means to prevent trespass by any unauthorised person or persons upon the said lands and to prevent any person or persons (other than those duly authorised by the Commissioners) from entering on the said lands or any part thereof for the purpose of pursuing or taking any game, rabbits, or birds or taking fish from any stream or streams flowing through the said lands or any part thereof. Provided however that nothing herein contained shall restrict the right of the Ministry under Clause 6 hereof to trap and take rabbits and hares from the said lands. No dogs shall be brought upon or permitted upon the lands or any part thereof except such as the Commissioners may authorise or allow to be used in the exercise of the shooting and sporting rights reserved to the Commissioners or such as may be the property of the Forester in charge of the scheme or his assistant.

15. The Ministry shall assume all fire protection duties on the area on the standard basis given generally to its own forests but the Ministry will not be liable for any damage which may occur in spite of such precautions.

16. The Commissioners shall at all times during the continuance of this Agreement keep the Ministry indemnified against all actions proceedings claims demands costs damages outlay and expenses which may be brought against the Ministry in connection with or arising out of the forestry management of the said lands Provided however that such indemnity shall not extend to any action claim or demand which may be

brought by workmen or officials employed in the forestry management of the said lands or which may arise by reason of the negligence or breach of duty or breach of statutory duty of the Ministry its servants or agents unless it can be shown that such action claim or demand brought by workmen or officials employed in the forestry management of the said lands arises out of or by reason of the negligence of the Commissioners their servants or agents.

17. On the determination of this Agreement by either party as provided under Clause 1, the Commissioners shall pay to the Ministry all costs and expenses incurred by the Ministry in connection with the forestry management of the said lands and the Ministry shall pay the Commissioners for all sales of produce up to and including the date of such determination after making credit for all payments already made by either party. On the determination of this Agreement all trees bushes shrubs planting and forest produce shall belong to and be the property of the Commissioners together with any tools houses huts sheds or other erections previously charged to the Commissioners.

In the event of the Agreement being determined by the Commissioners they shall endeavour to honour any market obligations for the supply of forest produce from the forest area and to continue the employment of the forest workers.

IN WITNESS whereof the Commissioners and the Ministry have caused their respective seals to be affixed hereto the day and year first herein written.

THE CORPORATE SEAL of the
BELFAST CITY AND DISTRICT
WATER COMMISSIONERS was
affixed hereto in presence of:-

Roman Aones.
Secretary

THE OFFICIAL SEAL of the MINISTRY
OF AGRICULTURE FOR NORTHERN IRELAND
was affixed hereto in presence of:-

WITNESS *P. J. Boland*
ADDRESS *Ministry of Agriculture*
Brandon House, Belfast
OCCUPATION *Civil Servant.*

William Bell

ASSISTANT SECRETARY