

Title of Report:	PEACEPLUS Altnahinch Dam Walk Memorandum of Understanding
Committee Report Submitted To:	Leisure & Development Committee
Date of Meeting:	16 September 2025
For Decision or For Information	For Decision
To be discussed In Committee	NO

Linkage to Council Strategy (2021-25)	
Strategic Theme	Resilient, Healthy & Engaging Communities
Outcome	Council will work to develop and promote stable and cohesive communities across the Borough
Lead Officer	Head of Tourism & Recreation

Estimated Timescale for Completion	
Date to be Completed	November 2027

Budgetary Considerations	
Cost of Proposal	£180,000 (100% funded)
Included in Current Year Estimates	NO
Capital/Revenue	Capital
Code	
Staffing Costs	Included within submission

Legal Considerations	
Input of Legal Services Required	YES
Legal Opinion Obtained	YES

Screening Requirements	Required for new or revised Policies, Plans, Strategies or Service Delivery Proposals.		
Section 75 Screening	Screening Completed:	Yes/No	Date:
	EQIA Required and Completed:	Yes/No	Date:
Rural Needs Assessment (RNA)	Screening Completed	Yes/No	Date:
	RNA Required and Completed:	Yes/No	Date:
Data Protection Impact Assessment (DPIA)	Screening Completed:	Yes/No	Date:
	DPIA Required and Completed:	Yes/No	Date:

1.0 Purpose of Report

The purpose of this report is to seek Elected Members approval to advance negotiations with Northern Ireland Water to secure agreement through a Memorandum of Understanding, allowing further development of the proposed Altnahinch Dam circular trail project.

Approval is also sought to proceed to Stage 1 – Scoping project and outline design - of the Capital Works Process

2.0 Background

The PEACEPLUS Partnership has been in operation since June 2022 and has overseen the design, development and implementation of the Causeway Coast and Glens Borough Council Local Action Plan. On 4th October, the PEACEPLUS Partnership approved the Local Action Plan to seek Council's approval for full submission. The proposed budget and subsequent application for the delivery of the local PEACEPLUS Action Plan (Theme 1.1) is £6.1 million, with a target of 6,777 participants across three thematic areas as determined by SEUPB.

On 05 December 2023 following a recommendation from the L&D November Committee, Full Council approved the Local Co-Designed PEACEPLUS Action Plan to enable submission by the 14th of December 2023.

3.0 Proposals

3.1 Partnership Development and Memorandum of Understanding (MoU)

Subject to Elected Members approval, a working partnership is to be established between the Council and Northern Ireland Water (NI Water) through the agreement and signing of a Memorandum of Understanding (MoU) (**see Annex A**).

This MOU outlines the responsibilities of both parties throughout the design, development, implementation, and future management of the Altnahinch Dam Walk, under PEACEPLUS Thematic Area 2 – Thriving and Peaceful Communities.

The following are key considerations:

- The Council will assume full responsibility for the construction, maintenance, and management of any **new** path network developed as part of the project.
- NI Water will not be held liable for any use of the **new** path network by the public.
- NI Water will remain fully responsible for existing infrastructure maintenance and liability.

This MOU ensures clarity of roles and responsibilities of each Partner and supports a collaborative approach to delivering the objectives of the PEACEPLUS programme.

CCGBC shall be the Partner responsible for:

- a) Agreeing proposals with NIW that can be reasonably integrated with other NIW management objectives for the development, operation, management and maintenance of new paths and associated infrastructure within the lands.
- b) Meeting any necessary statutory obligations and obtaining any necessary statutory permissions.
- c) Undertaking the lead role in terms of the development, installation, maintenance and management of new paths and associated infrastructure at the lands.
- d) Operating, managing and being the employing and payment authority for employees, contractors and agents working at the lands in relation to the provision of new paths and associated infrastructure.

- e) Securing appropriate funding in relation to the construction, development, operational management, maintenance and promotion of new paths and associated infrastructure at the lands.
- f) The management of all Health and Safety and public liability issues associated with its provision of new paths and associated infrastructure on the lands.
- g) Respecting the fact that the lands will continue to be working NIW lands and undertake to manage any use permitted under future legal arrangements and carry out remedial works from unplanned events such as storm damage, flooding etc on the lands.

3.2 Legal Review and Future Agreements

Council's Legal Services have raised no issues with the current proposed Memorandum of Understanding (MoU), which sets out the initial framework for how the Altnahinch Dam Walk project will proceed in partnership with NI Water.

It is important to note that final agreement on the project will be subject to a further legal arrangement (lease agreement) between the partners, in the form of a Pathway Licence Agreement. This Pathway Licence Agreement will cover matters such as:

- o Final design approvals
- o Long-term access arrangements
- o Roles in future management and liability

The Pathway Licence Agreement will be brought back to Council for formal consideration and approval later.

Subject to Stage 1 approval, Officers will revert to the Leisure and Development Committee with Stages 2 and 3 of the Capital Works process.

4.0 Future Maintenance Considerations

Council's Coast and Countryside team in conjunction with the Estates Team and Capital Works will assess a number of surface treatments, including quarry dust, asphalt and boardwalks.

The Council's Estates Team has provided an initial estimate of future maintenance costs associated with the proposed path network. While these figures are subject to refinement pending final design selection, the Committee should be aware that:

- The Council will be responsible for ongoing upkeep of **new** pathway, including surface repairs, vegetation management, and inspections to ensure public safety.
- These future maintenance costs should be factored into long-term resource planning and budget considerations.

4.2 Proposed Maintenance Schedule

3m x 1200m	Quantity	Unit	Rate	Total
GROUNDWORK Assumed required yearly based on footfall, weather dependant and adverse river damage; Blinding layer; Quarry dust material obtained off site. Filling to make levels; Not exceeding 100mm	180	m ³	£40.00	£7200.00

GROUND MAINTENANCE Grass cutting; monthly bases; 6 no. per annum Machine (Tractor & Side Arm Flail) & Driver Delivery & Collection	6 6	Day Day	£260.00 £10.00	£1,560.00 £60.00
EDGING OF PATH Plant Hire	2	wks.	£260	£520.00
LABOUR Labour Team Leader & 2no. Gen Ops	10	Day	£320	£3,200.00
PATH INSPECTION Outdoor Facilities Inspector	4	Day	£140	£560.00
Sub-Total				£13,100.00
Contingency @ 15%				£1,965.00
Total Annual Cost				£15,065.00

5.0 Access Over Dam Head – DDA Compliance

Council should also be aware that, for the Altnahinch Dam Walk project to be fully accessible to all users and compliant with Disability Discrimination Act (DDA) standards, it is essential that access is granted by NI Water over the dam head.

To progress this, officers from the Coast & Countryside Team and the Capital Works Team have engaged with NI Water and access across the Dam Head will be permitted by NI Water subject to:

- CCGBC developing and submitting detailed designs, incorporating anti-climb features to raise the parapet railing by 300mm to safety standards.
- Proposals for securing pump house doors.
- NI Water Engineers reviewing and approving the proposed design before any works commence.
- Should anti-social behaviour become an issue NI Water reserve the right to close access to the Dam Head, in line with their primary responsibility of protecting the public water supply.

This access over the dam head itself is considered a critical element of the overall project success.

Draft proposal of route **Annex B**.

6.0 Options

Members are asked to consider the following options:

Option 1

Do Nothing

- No further action is taken.

- The Funding Unit will revert to the Special European Programmes Body (SEUPB) and decline the offer of £180,000 for Capital Works.

Option 2

Design solution featuring new path and associated infrastructure.

Approval is sought to progress development of the PEACEPLUS Local Action Plan submission for the Altnahinch Dam Walk to SEUPB.

- Project to proceed through partnership working with NI Water.
- A Memorandum of Understanding (MoU) will be signed between the Council and NI Water.
- Council's Capital Works Team to progress to Stage 1 of the Capitals Work Process – feasibility and outline design.

7.0 Recommendation

It is **recommended** that the Leisure and Development recommends that Council avails of the funding opportunity from Peace Plus and progresses with **Option 2** – New path and associated infrastructure at the Altnahinch Dam project.

This approval will:

- Support partnership working with Northern Ireland Water (NI Water).
- Allow for the signing of a Memorandum of Understanding (MoU) between the Council and NI Water to formalise the partnership.
- Permit progression to Stage 1 of the Capital Works process, i.e. appraisal and design, for the new path.

This approach represents a cost-effective, sustainable, and deliverable solution that aligns with the funding offer of £180,000 Capital spend under the PEACEPLUS programme.



**Memorandum of Understanding relating to a Collaborative Partnership between
CAUSEWAY COAST & GLENS BOROUGH COUNCIL and DEPARTMENT
FOR INFRASTRUCTURE (NI WATER)**

This Memorandum of Understanding (MoU) is made the ____ day of ____ 2024
between:

1. **CAUSEWAY COAST & GLENS BOROUGH COUNCIL of Cloonavin, 66
Portstewart Road, Coleraine, Co. Londonderry, BT52 1EY**
2. **DEPARTMENT FOR INFRASTRUCTURE (NI WATER) of Westland
House, 40 Old Westland Road, Belfast, BT14 6TE**

party 1 above known as **CCGBC** and party 2 above known as **NIW** and 1 and 2 together
referred to as “the Partners”.

1. Background

1.1 As part of its Peace Plus Plan Local Community Regeneration & Transformation and CCGBC Corporate Strategy 2021 – 2025 which mission and strategic priorities align closely with the objectives of PLEACEPLUS as they share a common vision of improving the quality of life for citizens and visitors in the area, by providing effective and sustainable public services, enhancing economic prosperity, and ensuring local communities involvement in decision-making, the council fosters social cohesion and inclusivity, which are the core principles of PLEACEPLUS, the CCGBC wish to develop the potential of a circular walk at Altnahinch Dam.

1.2 NIW owns and manages significant areas of land (“the lands”) within the CCGBC area. NIW has stated business objectives to increase the social and recreational use of its estate and make access available to many areas of their land for the public to enjoy for recreational purposes where it is safe to do so, whilst also protecting the natural environment and safeguarding the quality of drinking water supplied to customers.



1.3 The Partners therefore wish to work together in relation to the provision of recreational facilities within the lands at Altnahinch as a platform to create social recreational tourism and economic benefits for the CCGBC area (the “Collaborative Partnership”)

1.4 The Partners agree that this MoU will be the basis for determining the scope, limits and practical workings of the Collaborative Partnership. The Partners further agree that it shall be a legally binding document

2 Purpose of the Collaborative Partnership

- a to provide for the provision of new paths and associated infrastructure within NIW lands at Altnahinch Dam
- b to increase the recreational use and tourism potential of the CCGBC area with attendant social and economic benefits for sustainable rural development on a best value basis within the CCGBC area
- c to provide increased opportunities for the social use of NIW lands at Altnahinch and enhanced public enjoyment of the natural landscape within the CCGBC area

3 Form of Collaborative Partnership

The Partners shall:

- (a) Form a Review Group represented by both Partners at management and operational levels. The Review Group will review the implementation of any joint working arrangements established under this MoU. Both Partners will undertake to provide information to the other Partner in relation to any activity associated with its functional responsibilities that may affect any recreation provision created under this MoU



- (b) nominate and maintain at least two employees (of manager level) to the Review Group
- (c) hold regular (at least half yearly meetings) of the Review Group to further the aims of the Collaborative Partnership
- (d) Each Partner will ensure the implementation of any terms and conditions of this MoU and ancillary legal arrangements
- (e) participate in liaison meetings with other organisations where relevant to any recreation provision created under this MoU
- (f) be mutually supportive within the spirit and intention of this agreement throughout its duration
- (g) always exercise proper care in respect to public safety, environmental legislation or similar responsibilities
- (h) acknowledge that this agreement may require modification in the future and shall review this agreement within the last year of the initial period of 5 years

4 Payment for the Collaborative Partnership

The Partners acknowledge that each Partner will bear its own costs of participating in the Collaborative Partnership without prejudice to Partners' responsibilities under Government accounting principles. Each Partner is responsible for ensuring that respective financial outlay can be undertaken over the term of any future legal arrangements enabled under this MoU.

5 Functions and specific responsibilities of each Partner



The Partners hereby agree that each specific Partner shall have the responsibilities listed hereunder

5.1 CCGBC shall be the Partner responsible for:

- a agreeing proposals with NIW that can be reasonably integrated with other NIW management objectives for the development, operation, management and maintenance of new paths and associated infrastructure within the lands
- b meeting any necessary statutory obligations and obtaining any necessary statutory permissions
- c undertaking the lead role in terms of the development, installation, maintenance and management of new paths and associated infrastructure at the lands
- d operating, managing and being the employing and payment authority for employees, contractors and agents working at the lands in relation to the provision of new paths and associated infrastructure
- e securing of appropriate funding in relation to the construction, development, operational management, maintenance and promotion of new paths and associated infrastructure at the lands
- f the management of all Health and Safety and public liability issues associated with its provision of new paths and associated infrastructure on the lands



g respecting the fact that the lands will continue to be working NIW and undertake to manage any use permitted under future legal arrangements and contingency arrangements and carry out remedial works for unplanned events such as storm damage, flooding etc on the lands

5.2 The NIW shall be the Partner responsible for:

a determining the extent to which CCGBC's proposals for the recreational use of the lands are compatible with NIW management objectives and plans prepared in line with its statutory function

b facilitating the provision of new paths and associated infrastructure at the lands as far as reasonably possible subject to the necessary statutory permissions being obtained by CCGBC and continued delivery of its core NIW functions and landowner responsibilities

c managing of any third-party access arrangement or interest including such rights as grazing, shooting, fishing and public access within the lands

d protecting its tenure of its property against trespassers or persons who may claim rights over its lands or who may abuse it in any way save where any such are connected to CCGBC's use of the lands

e NIW roads, buildings, fences, gates, cattle grids and other infrastructure necessary for its core NIW functions save where any such are or become the subject of a legal arrangement in favour of CCGBC

f taking all reasonable measures to ensure that public access is available at all reasonable times to the lands and facilities save where access is suspended or withdrawn for reasons such as health and safety or as stipulated in any subsequent legal arrangements between the Partners



5.3 Scope of responsibilities are included within Appendix A.

6 Conditions and Provisos:

a This Agreement shall subsist for an initial period of five years

b Once this agreement has come into effect it may be terminated by either party giving to the other not less than one year's notice in writing or at any time by mutual consent but without prejudice to any legal arrangements entered pursuant to paragraph 2

c There will be no change in land ownership due to this agreement, nor will the agreement restrict the core functions or activities of either party or require either party to take any action which would be beyond their statutory powers or in breach of government or local government policy or government or local government accounting procedures

d All publications, display panels and other public information associated with the recreational facilities shall be produced by CCGBC in agreement with NIW

g In the event of any dispute between the parties the issues shall be referred to Arbitrators appointed on the joint recommendation of both parties' respective legal advisors

7 Confidentiality

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



8 Authority

The ultimate responsibility for the implementation of this MOU rests at
Chief Executive / Accounting Officer level

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

PRESENT when the Official **Seal**)
CAUSEWAY COAST & GLENS)
BOROUGH COUNCIL)

Was affixed hereto: -)

Mayor)

Clerk and Chief Executive)

The Official Seal of the DEPARTMENT)
for INFRASTRUCTURE NI WATER)

Hereunto affixed is authenticated by: -)

Senior Officer)

Civil Servant)



Appendix A

Altnahinch Dam – Paths



New Path Options:
(dependant on ground condition surveys)

1. Dust path
 2. Bitmac path
 3. Timber/composite boardwalk
- CCGBC maintained

Existing Boardwalk Options:

Leave / repair existing

- NI Water maintained

Replacement

1. Dust path
 2. Bitmac path
 3. Timber/composite boardwalk
- NI Water maintained

Existing dam path:

- No works proposed
- NI Water maintained

Existing dust path:

- No works proposed
- NI Water maintained

Existing dust / bitmac / concrete path & car park

- No works proposed
- NI Water maintained

APPENDIX 2

Altnahinch Dam

Key Facts:

- Landowner: NI Water
- Landowner agreement in place: No
- ASSI Site: No
- SAC Site – No
- SPA Site – Yes (Antrim Hills SPA)
- Planning Required – Yes (Major)
- HRA's Required – Yes

Next steps

- Meeting with NI water re access across Dam – Critical
- Draft Memorandum of Understanding
- Arrange drone survey
- Procure Topo survey
- Procure design team
- Condition survey for existing railings
- Site investigations for ground conditions
- Stakeholder liaison plan

