



May 22nd, 2025

**TO: The Right Worshipful the Mayor and Members
of Lisburn & Castlereagh City Council**

A meeting **of Lisburn & Castlereagh City Council** will be held on **Tuesday, 27th May 2025** at **7:00 pm** in the Council Chamber for the transaction of the business on the undernoted agenda.

DAVID BURNS
CHIEF EXECUTIVE
LISBURN & CASTLEREAGH CITY COUNCIL

Agenda

1.0 BUSINESS OF THE RIGHT WORSHIPFUL THE MAYOR

For Noting

📎 *Mayor and Deputy Mayor Engagements for May Council 2025.pdf*

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2.0 APOLOGIES

3.0 DECLARATIONS OF MEMBERS' INTERESTS

- (i) conflict of interest on any matter before the meeting (Members to confirm the specific item)
- (ii) pecuniary or non-pecuniary interest (Member to complete disclosure of interest form)

📎 *Disclosure of Interests form Sept 24.pdf*

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4.0 COUNCIL MINUTES

4.1 Council Meeting - 29 April, 2025

For Approval

📎 *MM 29 04 2025 Draft Minutes for Adoption.pdf*

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5.0 MATTERS ARISING

6.0 DEPUTATIONS

None

7.0 BUSINESS REQUIRED BY STATUTE

7.1 Signing of Legal Documents

For Decision

Lisburn and Castlereagh City Council and Studyseed CIC, 27 Lurgan Road, Moira BT67 0LX – Award letter to Studyseed CIC as the supplier to deliver the Gamified Essential Skills Learning Programme (T24/25-038)

Lisburn and Castlereagh City Council and W J MacAulay, 90 Magherahamlet Road, Ballynahinch BT24 8JZ – Contract for Replacement of Section of Boundary Wall at Moira Demesne

Lisburn and Castlereagh City Council and Garden Escapes (Ireland) Ltd, 43C Ballycreen Road, Ballynahinch BT24 8UB – Contract for T24/25-031 Tender for Play Area Refurbishments

Lisburn and Castlereagh City Council and Phillips Contracts (DPK) Ltd, 76 Killyleagh Road, Downpatrick BT30 9BN – Contract for T24/25-033 Tender for Drumbo Trim Trail

Lisburn and Castlereagh City Council and Clive Richardson Ltd, 54 Derrycoose Road, Portadown BT62 1LY – Contract for T24/25-039 Tender for Replacement Synthetic Carpet at Maghaberry Community Centre

Lisburn and Castlereagh City Council and Kelly McEvoy & Brown, 46-48 Main Street, Castlewellan BT31 3DJ – Contract for T24/24-043 Tender for Provision of Castle Gardens Toilet Refurbishment Project

Lisburn and Castlereagh City Council and South Eastern Health and Social Care Trust, Lagan Valley Island, Lisburn BT27 4RL – Tenancy at Will relating to a Car Park at Lagan Valley Leisureplex

Lisburn and Castlereagh City Council and Housing Rights, Skainos Centre, 239 Newtownards Road, Belfast BT4 1AF – Contract for the Housing Mediation Service (in connection with Landlord Registration

Lisburn and Castlereagh City Council and Housing Rights, Skainos Centre, 239 Newtownards Road, Belfast BT4 1AF – Contract for the Landlord Advice Helpline Service (in connection with Landlord Registration

Lisburn and Castlereagh City Council and Cranmore Consulting Ltd, 73 Church View, Holywood BT18 9LN – Contract for Build, Installation, Development, Maintenance and Support of a Website, Registration Portal, Database and Case Management System for the NI Landlord Registration Scheme (T23/24-036)

Lisburn and Castlereagh City Council and Heron Bros. Limited (Contractor), 2 St Patrick's Street, Draperstown BT45 7AL and Toromont Industries Ltd, doing business as CIMCO Refrigeration (Sub-Contractor), 1551 Corporate Drive, Burlington, Ontario, Canada L7L 6M3 – Novation of Ice Contract - Employer to Contractor relating to Dundonald International Ice Bowl Ice Package and Associated Works

8.0 ADOPTION OF MINUTES OF COMMITTEES

For Approval

8.1 Regeneration and Growth Committee - 1 May, 2025

 *RGC 01 05 2025 Draft Minutes for Adoption.pdf*

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8.2 Communities and Wellbeing Committee - 6 May, 2025

 *CWC 06 05 2025 DRAFT Minute for Adoption.pdf*

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8.3 Environment and Sustainability Committee - 7 May, 2025

 *ESC 07 05 2025 Draft Minutes for Adoption.pdf*

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8.4 Corporate Services Committee - 14 May, 2025

 *CSC 14 05 2025 DRAFT Minute for Adoption.pdf*

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8.5 Planning Committee - 7 April, 2025 - FOR NOTING

▢ *PC 07.04.2025 - Ratified Minutes - FOR NOTING.pdf*

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9.0 REPORT FROM CHIEF EXECUTIVE

9.1 Requirement to enter into a Section 76 planning agreement for planning application LA05/2022/0447/F

For Decision

▢ *9.1 Full Council S76 - LA05 2022 0447F.pdf*

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▢ *9.1 Appendix 1a Section 76 - LA05.2022.0447.F - Fairfield's - FINAL 16.05.25.pdf*

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▢ *9.1 Appendix 1b - Annex A - Property (16-05-2025) (15-33) (1).pdf*

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▢ *9.1 Appendix 1c - Annex B - Affordable Housing (16-05-2025) (15-33) (1).pdf*

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9.2 Requirement to enter into a Section 76 planning agreement for planning application LA05/2021/1007/F

For Decision

▢ *9.2 Full Council S76 - LA05 2021 1007F.pdf*

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▢ *9.2 Appendix 1a S76 Agreement Ferndene Finalised Draft - 16th May 2025 (1).pdf*

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▢ *9.2 Appendix 1b PLAN 1 - site plan amended scheme (1).pdf*

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▢ *9.2 Appendix 1c PLAN 2- Site layout Amended Scheme (1).pdf*

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9.3 Requirement to Enter into a Section 76 Planning Agreement for Planning Application LA05/2023/0598/F

For Decision

▢ *9.3 FINAL S76 report - Full Council - 2023 598F (2).pdf*

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▢ *9.3 Appendix 1 Killynure Carryduff s76 - 3rd April 2025 (2).pdf*

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9.4 Requirement to Enter into a Section 76 Planning Agreement for Planning Application LA05/2024/0100/F

For Decision

▢ *9.4 FINAL Section 76 report - Full Council LA05 2024 0100F.pdf*

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▢ *9.4 Appendix 1a - Final Section 76 Agreement - LA05.2024.0100.F - 17.04.2025_Redacted (2).pdf*


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 **9.4 Appendix 1b A004850015 Plan 1 - location plan.pdf (2).pdf** **Page 142**

 **9.4 Appendix 1c A004850015 Plan 2- Drg 14 Section 76 drawing.pdf (2).pdf** **Page 143**

9.5 Requirement to Enter into a Section 76 Planning Agreement for Planning Application LA05/2022/0033/F
For Decision

 **9.5 FINAL Section 76 report - Full Council LA05 2022 0033F.pdf** **Page 144**

 **9.5 Appendix 1b - Plan 1 - Schedule 2 - Site (1) (2).pdf** **Page 146**

 **9.5 Appendix 1c - Plan 2 - S76 1250 14 Social Housing (1) (2).pdf** **Page 147**

 **9.5 Appendix 1a Section 76 - Quarterlands - Final Agreement - 16.04.2025_Redacted (1).pdf** **Page 148**

10.0 REPORTS FROM MEMBERS ON BOARDS

None

11.0 REPORTS ON DECISIONS SUBJECT TO THE RECONSIDERATION PROCEDURE

None

12.0 NOTICES OF MOTION

None

13.0 CONFIDENTIAL BUSINESS

None

14.0 ANY OTHER BUSINESS

MAYOR'S ENGAGEMENTS FOR FULL COUNCIL MEETING

Monday 28th April

Mayor to visit Old Warren Primary School to speak to the pupils involved in the Mayor's Parade School Workshops

Mayor to host information evening for Amateur League Football Clubs within the LCCC area

Wednesday 30th April

Mayor to attend Pilates challenge for Cancer Research, Moira

Thursday 1st May

Mayor to attend DAERA Ministerial visit to Alpine Signs which received TRPSI support from a programme LCCC delivered on behalf of the Department

Friday 2nd May

Mayor to host Anna Rodgers P7 Pupil from St Joseph's Primary School, Lisburn who won Mayor for a Day competition

Mayor to attend U11 Lisburn Rangers v Oxford Sunnyside football match, Lisburn and Castlereagh Junior League Cup Final, Bluebell Stadium

Saturday 3rd May

Mayor to attend Lisburn Sea Cadets VE80 Commemoration, Bridge Community Centre

Sunday 4th May

Mayor to attend Civic Service marking the 80th anniversary of Victory in Europe Day, St Annes Cathedral, Belfast

Monday 5th May

Mayor to attend VE 80 Community Event, Drumbeg Community Association

Mayor to attend VE 80 Community Event, Poundbridge & District Community Association

Mayor to attend VE 80 Community Event, Ballymacash Regeneration Network

Tuesday 6th May

Mayor to attend VE 80 planting activity with Four G Group, Moat Park

Mayor to visit VE Day Celebrations, Laganvale Nursing Home, Moira

Mayor to attend VE 80 Event, Anahilt Primary School

Wednesday 7th May

Mayor to attend VE 80 Community Event, Resurgam, Laganview Enterprise Centre

Mayor to attend Anahilt Parish Church Service for VE 80

Thursday 8th May

Mayor to host VE Day 80 Proclamation & Flag Raising Ceremony, LVI

Mayor to attend VE Day themed Tea Dance, Market Square

Mayor to attend Royal British Legion, Lisburn Branch, Wreath Laying Service to commemorate VE Day 80

Mayor to attend VE 80 Community Event, Ballymacash Neighbourhood Craft Group

Mayor to attend Royal British Legion, Lisburn Branch, Veterans Dinner for VE Day 80

Mayor to attend Royal British Legion, Hillsborough Branch, Wreath Laying Service for VE Day 80

Mayor to host to Civic Reception, Beating Retreat & Beacon Lighting Ceremony for VE Day 80, Castle Gardens

Friday 9th May

Mayor to attend VE 80 celebrations at Edgar Boyd Court, Carryduff

Saturday 10th May

Mayor to host reception for LCCC Freemen joining him in his Mayor's Parade, LVI

Mayor to lead his Mayor's Parade and family fun day at Wallace Park

Mayor to attend VE Day 80 Concert, Christ Church, Lisburn

Sunday 11th May

Mayor to attend VE 80Community Event, Beechland Community Group

Mayor to host Interdenominational Service of Thanksgiving to celebrate the 80th Anniversary of VE Day, Seymour Street Methodist Church, Lisburn

Tuesday 13th May

Mayor to attend Book Launch of Veteran Life, Untold Stories of the People Behind the Uniform, Irish Linen Centre

Wednesday 14th May

Mayor to attend Balmoral Show to meet with Secretary of State and President of RUAS John Henning

Thursday 15th May

Mayor to host P7's from Forthill Integrated Primary School, LVI

Mayor to visit local resident on her 100th Birthday

Mayor to attend wildflower planting with local schools, Carryduff Park

Friday 16th May

Mayor to host SSAFA Annual General Meeting, LVI

Mayor to attend President's Lunch, Balmoral Show

Mayor to attend Lisburn Harmony annual Concert, LVI

Saturday 17th May

Mayor to attend VE 80 Community Event, Drumlough Community Association

Mayor to attend VE 80 Community Event, Ballymacash Sports Zone

Monday 19th May

Mayor to attend Massey Reception, Ballance House

Wednesday 21st May

Mayor to attend Trade NI Westminster Event - Transforming NI Economy, Westminster

Thursday 22nd May

Mayor to host Garden of Reflection Annual Service, LVI

Friday 23rd May

Mayor to attend VIP visit to Ulster Aviation Society

Saturday 24th May

Mayor to attend Hillsborough Park Run, Hillsborough Forest Park

Wednesday 28th May

Mayor to attend Health & Wellbeing Summit, LVI

Thursday 29th May

Mayor to meet with YMCA to view the work carried out by the group during the year

Friday 30th May

Mayor to attend Schools Swimming Gala, LVL P

Mayor to host Charity Golf Day, Castlereagh Hills Golf Course for Mayoral Chairty

Mayor to attend VE 80 Community Event, Dromara Local History Group

Saturday 31st May

Mayor to attend Investiture of warrants for Hillsborough Fort Guard & Royal Hillsborough Farmers Market

Tuesday 3rd June

Mayor to host reception for Volunteers of the Southeastern Trust, LVI

Thursday 5th June

Mayor to attend launch of 'In Their Own Words', a travelling exhibition from LGBTQIA+ Heritage Project, LVI

Mayor to attend Carr Primary School's end of year production of The Amazing Adventures Of Superstan

DEPUTY MAYOR'S ENGAGEMENTS FOR FULL COUNCIL MEETING

Monday 12th May

Deputy Mayor to host reception for Lisburn Feile, McGuigan School of Irish Dancing and Sarah Graham School of Highland Dance, LVI

Tuesday 13th May

Deputy Mayor to host reception for Carryduff Set Dancing Group, LVI

Thursday 15th May

Deputy Mayor to host reception for Carryduff Colts in recognition of Eamon Deeney's retirement from the club after 30 years' service

Tuesday 20th May

Deputy Mayor to host Carryduff Taekwondo team, LVI

Wednesday 21st May

Deputy Mayor to host Smidirini Irish Drama Group, LVI

LISBURN & CASTLEREAGH CITY COUNCIL

MEMBERS DISCLOSURE OF INTERESTS

1. Pecuniary Interests

The Northern Ireland Local Government Code of Conduct for Councillors under Section 6 requires you to declare at the relevant meeting any pecuniary interest that you may have in any matter coming before any meeting of your Council.

Pecuniary (or financial) interests are those where the decision to be taken could financially benefit or financially disadvantage either you or a member of your close family. A member of your close family is defined as at least your spouse, live-in partner, parent, child, brother, sister and the spouses of any of these. Members may wish to be more prudent by extending that list to include grandparents, uncles, aunts, nephews, nieces or even close friends.

This information will be recorded in a Statutory Register. On such matters **you must not speak or vote**. Subject to the provisions of Sections 6.5 to 6.11 of the Code, if such a matter is to be discussed by your Council, **you must withdraw from the meeting whilst that matter is being discussed**.

2. Private or Personal Non-Pecuniary Interests

In addition you must also declare any significant private or personal non-pecuniary interest in a matter arising at a Council meeting (please see also Sections 5.2 and 5.6 and 5.8 of the Code).

Significant private or personal non-pecuniary (membership) interests are those which do not financially benefit or financially disadvantage you or a member of your close family directly, but nonetheless, so significant that could be considered as being likely to influence your decision.

Subject to the provisions of Sections 6.5 to 6.11 of the Code, you must declare this interest as soon as it becomes apparent and **you must withdraw from any Council meeting (including committee or sub-committee meetings) when this matter is being discussed**.

In respect of each of these, please complete the form below as necessary.

Pecuniary Interests

Meeting (Council or Committee - please specify and name):

Date of Meeting: _____

Item(s) in which you must declare an interest (please specify item number from report):

Nature of Pecuniary Interest:

Private or Personal Non-Pecuniary Interests

Meeting (Council or Committee - please specify and name):

Date of Meeting: _____

Item(s) in which you must declare an interest (please specify item number from report):

Nature of Private or Personal Non-Pecuniary Interest:

Name:

Address:

Signed:

Date:

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*If you have any queries please contact David Burns, Chief Executive,
Lisburn & Castlereagh City Council*

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LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of the Meeting of Council held in the Council Chamber Lagan Valley Island and Remote Locations on Tuesday 29 April, 2025 at 7:00 pm

PRESENT

The Right Worshipful the Mayor
Councillor K Dickson

Deputy Mayor, Councillor R Carlin

Aldermen J Baird, A G Ewart MBE, O Gawith, M Gregg,
A Grehan, H Legge, A McIntyre, S P Porter and J Tinsley

Councillors J Bamford, D Bassett, S Burns, P Catney,
D J Craig, N Eaton, A P Ewing, A Givan, A Gowan,
J Harpur, B Higginson, G Hynds, C Kemp, S Lowry,
D Lynch, G McCleave, C McCready, M McKeever,
R McLernon, T Mitchell, N Parker, G Thompson and
Hon N Trimble

REMOTE:

Alderman S Skillen, and Councillor J Gallen

IN ATTENDANCE:

Lisburn & Castlereagh City Council

Director of Organisation Development and Innovation
(deputising for Chief Executive)
Director of Leisure & Community Wellbeing
Director of Regeneration and Growth
Director of Environmental Services (Acting)
Corporate Communications Manager
Member Services Officers (BS, EW)
IT Officer
Technician

Commencement of the Meeting

At the commencement of the meeting, the Right Worshipful the Mayor, Councillor K Dickson, welcomed those present to the April meeting of Council which was being live streamed to enable members of the public to hear and see the proceedings. He pointed out that, should the meeting go into committee to consider confidential business, any members of the press and the public in attendance would be required to leave the Council Chamber for the duration of those matters.

The Director of Organisation Development and Innovation outlined the evacuation procedures in the case of an emergency.

Councillor G Hynds entered the meeting at 7.01 pm and Councillor J Gallen joined the meeting remotely also at 7.01 pm.

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Commencement of the Meeting (Cont'd)

The Right Worshipful the Mayor requested that all mobile phones be put on silent or switched off for the duration of the meeting and pointed out that, in accordance with the Council's Standing Orders, whilst the meeting was being live-streamed, unauthorised recording was not permitted.

Condolences

The Right Worshipful the Mayor remembered David Lavery, Fleet Manager employed in the Council's Depot, on the death of his sister, Lynne, and also the family of the late George Alex Boyde, a former elected member for the Alliance Party in the then Lisburn Borough Council who passed away in recent times.

Prayers

In the absence of the Mayor's Chaplain, Councillor N Parker led the Council in prayer during which she too remembered the bereaved families referred by the Mayor.

1. Business of The Right Worshipful the Mayor

1.1 Mayor's Engagements

The Council noted a number of engagements attended by The Right Worshipful the Mayor, Councillor K Dickson, and the Deputy Mayor, since the previous meeting of Council.

2. Apologies

It was agreed to accept apologies for non-attendance at the meeting on behalf of Councillors R T Beckett, J Laverty BEM, U Mackin and A Martin, and the Chief Executive.

3. Declarations of Interest

Aldermen A Grehan and J Baird, and Councillors A Gowan and G Thompson declared an interest in respect of item 4.1 of the minutes of the Environment & Sustainability Committee of 2 April 2025 - "Contracts in connection with Landlord Registration Scheme NI" in view of being a landlord of property.

4. Council Minutes

4.1 Meeting of Council – 25 March 2025

It was proposed by Alderman A G Ewart, seconded by Councillor B Higginson, and agreed that the minutes of the meeting of Council held on 25 March 2025 be confirmed and signed.

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4.2 Special Meeting of Council – 31 March 2025

It was proposed by Alderman J Tinsley, seconded by Councillor S Lowry, and agreed that the minutes of the Special meeting of Council held on 31 March 2025 be confirmed and signed.

4.3 Special Meeting of Council – 14 April 2025

It was proposed by Alderman J Tinsley, seconded by Alderman A McIntyre , and agreed that the minutes of the Special meeting of Council held on 14 April 2025 be confirmed and signed.

5. Matters Arising

5.1 Council Meeting – 25 March 2025

Page 159 Item 13.9

Adoption of Red Phone Boxes

Alderman J Tinsley referred to the matter he had raised in regard to BT having put a notice on phone boxes notifying that they would be removed in 90 days if they were not used, and requested an update on this matter to be provided at the earliest opportunity.

5.2 Special Meeting of Council – 31 March 2025

Page 167 Item 3.1

Northern Ireland Water

Alderman J Tinsley referred to the commitment from NI Water officials to provide feedback from questions not answered at the meeting to be responded to within approximately four weeks, and advised that to date NI Water had not issued a response to the Council. It was agreed at the request of Alderman Tinsley that further correspondence be issued to NI Water reminding them of their undertaking to provide a response within four weeks.

Page Item 3.2

Department for Infrastructure Roads, Eastern Division

In response to Councillor A Gowan's request for an update on the issue of the traffic lights on the Ballynahinch Road, Anahilt, not being operational, the Director of Regeneration & Growth assured that this matter had been followed up and that site meetings had taken place. He undertook to liaise with the relevant people on this matter and would circulate an update to the relevant DEA Members.

6. Deputations

There were no deputations.

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7. Business Required by Statute

(i) Signing of Legal Documents

It was proposed by Councillor P Catney, seconded by Alderman J Baird, and agreed that the following legal document be signed at the meeting:

- Lisburn and Castlereagh City Council as Head Landlord – Consent required between Dunbridge Ltd, c/o Omniplex Holdings (NI) Limited, Governor's Road, Lisburn BT28 1PP and Madame Pho Dundonald Ltd, 17 Greenwood Glen, Belfast BT8 7WE and OYE Packaging Ltd, 2-26 Boucher Place, Belfast BT12 6HU – Lease of Unit 4C, Omni Park, Dundonald
- Lisburn and Castlereagh City Council and Nathan Coulter, 65 Ballynahinch Road, Hillsborough BT26 6PH – Deed of Release of Restrictive Covenant relating to premises known as Lands at 140-142 Dromore Road, Hillsborough
- Lisburn and Castlereagh City Council and Stepping Stones NI, 39 Seymour Street, Lisburn BT27 4SY – T24/25-07 – Pathways to Employment for Individuals with a Disability Programme
- Lisburn and Castlereagh City Council and Benagh Engineering & Motor Works Limited, 35 Benagh Road, Mayobridge, Newry BT34 2JE – Contract for Servicing and Maintenance of Waste Compactors and Containers from Council Household Recycling Centres (T24/25-022)

8. Adoption of Minutes of Committees

Communities & Wellbeing Committee

1 April 2025

Proposed by Alderman H Legge

Seconded by Alderman S P Porter

Environment & Sustainability Committee

2 April 2025

Proposed by Councillor P Catney

Seconded by Councillor G Hynds

Matters Arising

Page 185 Item 5.7

Recycling Provision in Dundonald

The Director of Organisation Development & Innovation responded to comments from Alderman S Skillen in regard to an update on the feasibility study for the HRC in Dundonald. It was noted that an on-line briefing for the relevant DEA Members to consider this matter would take place on 7 May 2025.

Regeneration & Growth Committee

3 April 2025

Proposed by Alderman A Grehan

Seconded by Alderman A G Ewart

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Corporate Services Committee

Proposed by Councillor N Trimble

Seconded by Councillor N Eaton

Planning Committee (for Noting)

3 March 2025

The minutes of the Planning Committee meeting of 3 March 2025 had been circulated for noting as these minutes had been agreed at the subsequent meeting of the Planning Committee on 3 February 2025. It was proposed by Councillor S Burns, seconded by Alderman O Gawith, and agreed that their contents be noted.

9. Report from Chief Executive

There were no reports from the Chief Executive.

10. Reports from Members on Boards

There were no reports from Members on Boards.

11. Reports on Decisions Subject to the Reconsideration Procedure

There were no reports on decisions subject to the reconsideration procedure.

12. Notice of Motion

12.1 "Nip it in the Bud" Campaign delivered by the Farming Community Network in partnership with Macmillan Cancer Support

Alderman A Grehan left the meeting during this item of business (7.14 pm).

A copy of the undernoted Notice of Motion in the name of Councillor T Mitchell had been circulated to Members with the notice convening the meeting.

"That this Council notes the importance of farmers and rural dwellers to our Society.

Recognises that farmers, agricultural workers and people living in rural communities can have lower access to cancer services due to the nature of their work and often living in isolated areas. We also recognise the impact that a cancer diagnosis can have on a family business such as a family farm, including housing, the extended family, and the welfare of livestock.

Endorses the "Nip it in the Bud" campaign delivered by the Farming Community Network in partnership with Macmillan Cancer Support and acknowledges the benefits to the rural community."

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12.1 “Nip it in the Bud” Campaign delivered by the Farming Community Network in partnership with Macmillan Cancer Support (Cont’d)

The Notice of Motion was proposed by Councillor T Mitchell and seconded by Alderman J Baird.

Councillor Mitchell elaborated on his Notice of Motion during which he highlighted a number of issues, including:

- a close friend had been recently diagnosed with cancer for the third time and he was now working on the “Nip it in the Bud” Campaign with a qualified radiographer in raising awareness among farming and rural communities
- 36% of people live in a rural area and this can create unique challenges
- research shows that people from rural communities often present with more advanced cancers
- Dr Jude McCann, Chief Executive of Farming Community Network, confirms that long working hours and lack of access to support services can limit the opportunity for health checks and cancer diagnoses
- migrant workers in rural communities face additional barriers when accessing cancer care
- the Minister for Health has recognised the inequalities in diagnosis and treatment and has included these inequalities in addressing this imbalance as a priority. Research has been commissioned with an NI cancer registry to identify barriers and constraints
- this campaign provides a range of useful resources for agri-businesses, colleges, community groups and employers to download and circulate which focuses on cancers that farmers are more susceptible to

In closing, Councillor Mitchell stated that the purpose of his motion is to raise cancer awareness within the Lisburn & Castlereagh City Council area, particularly amongst the farming community. He encouraged all Members to promote the “Nip it in the Bud” Campaign where possible.

Alderman J Baird, having seconded the Notice of Motion, also spoke in support of this motion. He spoke about his own cancer journey, having been fortunate to have had an early diagnosis. He stated being a farmer himself, he could understand the daily pressures faced by farmers, many of whom, due to living in isolated areas, are not talking about cancer. Alderman Baird also urged all Members to support Councillor Mitchell’s Notice of Motion.

Councillors M McKeever, A Gowan and D Lynch, on behalf of their respective political parties, spoke in support of the Notice of Motion and thanked Councillor Mitchell for bringing this important Motion before the Council.

Councillor Gowan enquired if Council Officers could consider raising awareness of the “Nip it in the Bud” Campaign via its social media platforms. He also

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12.1 "Nip it in the Bud" Campaign delivered by the Farming Community Network in partnership with Macmillan Cancer Support (Cont'd)

referred to a recent PCSP Grand Choice event in Hillsborough where he had met many farmers and suggested that the Council highlights this campaign at such events and perhaps invites likes of Macmillan Cancer Support where the public could have these important conversations.

The Notice of Motion as proposed by Councillor T Mitchell, seconded by Alderman J Baird, was put to the meeting and agreed unanimously.

13. Confidential Business

The Right Worshipful the Mayor advised that due to a number of issues having been raised the previous day and which required further legal clarification the reports in connection with Section 76 Planning Agreements had been withdrawn.

There was no other confidential business for consideration

14. Any Other Business

14.1 Congratulations to Lisburn Women's Rugby Team
Councillor N Parker

Councillor N Parker highlighted the outstanding achievement of Lisburn Women's Rugby Club this season on securing the League Cup and also winning the Suzanne Flemming Shield. Councillor Parker commended the players and their coaches and all those who work behind the scenes for their efforts which, she stated, has made their communities proud.

At the request of Councillor Parker, The Right Worshipful the Mayor agreed to host a reception for all involved in the Lisburn Women's Rugby team in order to acknowledge and mark their significant achievements. The Right Worshipful the Mayor also extended congratulations to the team.

14.2 Communication Boards in Play Parks and Open Spaces
Councillor C Kemp

Councillor C Kemp expressed thanks to Officers for having progressed the introduction of new communication boards in the Council's play parks and open spaces which had been progressed in conjunction with Solas, an autism support group. The aim of this initiative was to make Council facilities more inclusive creating environments to allow all our children to be able to engage, communicate and play. Councillor Kemp stated that the communication boards looked fantastic and welcomed the positive feedback from parents.

The Right Worshipful the Mayor also welcomed this initiative.

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14.3 Pope Francis – Online Book of Condolence
Councillor P Catney

At the outset Councillor P Catney expressed thanks to the Council for having opened the Book of Condolence on the passing of the Holy Father Pope Francis, at the request of his party colleague, Councillor John Gallen.

In paying tribute to the late Pope Francis, Councillor Catney advised that Pope Francis had been the first ever Latin-American Pontiff and welcomed the progressive reforms that Pope Francis had delivered during his 12 years papacy. He stated that Pope Francis's reforms had been marked by humility and had embraced the poor and marginalised in society.

Councillor P Catney requested that the online Book of Condolence for Pope Francis, when closed, be downloaded and a copy sent to Archbishop Fr Eamon Martin, Archbishop of Armagh and Primate of all Ireland.

14.4 Abolitionist Frederick Douglass
Councillor P Catney

Councillor P Catney reminded the Council of the previous decision of the Council, arising out of a Notice of Motion that he had brought forward, "to undertake a feasibility study, including planning considerations, and other options, and costings for further review by Members, to erect a statue or memorial in Market Square, adjacent to Lisburn First Presbyterian Church, in commemoration of Frederick Douglass." Councillor Catney advised that there had been no update on the progress on this memorial and requested an update on this matter at the earliest opportunity.

14.5 Andrew Morris Golf Shop, Laganview Golf Centre, Lisburn
Councillor P Catney

Councillor P Catney advised that Andrew Morris, who owns the Andrew Morris Golf Shop business in the Laganview Golf Centre in Lisburn, has been served notice by the owner of the property to leave the premises by 20 August 2025. Andrew employs 20 people, most of whom live within the Lisburn & Castlereagh area, and has traded successfully at these premises for the past 15 years. Councillor Catney stated that Andrew has been the perfect tenant, and that this business has brought thousands of people into the Lisburn & Castlereagh area over this time. Councillor Catney stated that the jobs of these 20 employees are now in jeopardy as Andrew has to find suitable premises to move his business to. He wishes to remain trading in this Council area and has identified one or two premises in the Carryduff area

Councillor Catney advised that the main issue for Andrew was that the premises identified would require planning permission for a 'change of use' and that he had already spoken to the Council's Head of Planning & Capital Development and also the Director of Regeneration & Growth on this matter, both of whom have agreed to assist as best they could in this matter. Councillor Catney emphasised the importance of sustaining businesses such as Andrew's in order to drive the economy in the Lisburn and Castlereagh areas.

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14.6 Tributes to Pope Francis
Councillor G Thompson and Councillor D Bassett

Councillor G Thompson wished to echo some of the comments earlier in the meeting by Councillor Catney on the passing of His Holiness Pope Francis and to pay tribute to a world leader who was humble, kind and compassionate and who would long be remembered for his outreach to those rejected by society and those who struggle on the margins of society.

Councillor Thompson quoted words of Pope Francis which she said would be a lasting legacy: “we must restore hope to young people, help the old, be open to the future, spread love, be poor among the poor and include the excluded, and preach peace.”

Councillor D Bassett also wished to echo the comment of Councillors Catney and Thompson and he too paid tribute to Pope Francis for having brought peace. He also thanked The Right Worshipful the Mayor for having opened the Book of Condolence for Pope Francis.

14.7 Use of Lower Pitch at Cairnshill Park
Councillor B Higginson

Councillor B Higginson highlighted an issue in connection with the use of the Lower Pitch at Cairnshill Park in Castlereagh South. He advised that Newtownbreda Football Club had been using these facilities for over 50 years and more recently the Club had built up a thriving youth academy using the lower pitch for the past two years. However, a week ago the Club arrived to find that the lower pitch was already in use by a club from East Belfast.

Councillor Higginson enquired about the reasons that a club from outside this Council area had been given preference over a club based within the Council area. He stated that Newtownbreda FC feels aggrieved and disadvantaged that they can no longer use this facility for their training. Councillor Higginson emphasised that he was looking a resolution to this matter at the earliest opportunity.

The Director of Organisation Development & Innovation advised Councillor Higginson that his comments had been noted and that the Director of Leisure & Community Wellbeing was aware of the situation and had been in discussions concerning the matter. The Director was endeavouring to find a resolution as soon as possible with all parties involved and would keep the Member updated on these discussions.

14.8 Council’s Veteran Champion’s attendance VE Day in London
Alderman O Gawith

Alderman A Gawith referred to the matter of the Council’s Veteran’s Champion attending the VE event in London on 8th May 2025 on behalf of the Council which he welcomed. He made a number of comments in regard to the process by which this decision had been agreed. He also referred to recent debates in the Council Chamber on the subject of openness and transparency which he also supported.

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14.8 Council's Veteran Champion's attendance VE Day in London (Cont'd)
Alderman O Gawith

In this regard Alderman Gawith proposed that late items that come forward which require an urgent decision be brought to the attention of all party group leaders and any Independent Member(s) on the Council, and that a report then goes to the next meeting of the relevant committee for retrospective approval.

Councillor N Trimble provided some context to the decision regarding Council representation at the VE Day event in London. Councillor Trimble said he would be content to second Alderman Gawith's proposal that late items be brought to the attention of all party group leaders and any Independent Member(s), subject to adding "where possible" into the proposal.

There were no objections to the proposal or the additional wording put forward and accordingly it was agreed that late items that come forward which require an urgent decision be brought to the attention of all party group leaders and any Independent Member(s) on the Council where possible, and that a report goes to the next meeting of the relevant committee for retrospective approval.

The Director of Organisation Development & Innovation confirmed that she was aware that this matter had been raised with the Chief Executive and also confirmed that a report would come to the Corporate Services Committee in May which would address the governance issues raised.

Alderman J Tinsley, the Council's Veterans Champion, also addressed the Council on this matter and confirmed that he had reimbursed the Council for relevant costs.

14.9 Supreme Court Ruling: Definition of a Woman
Councillor S Burns

Councillor S Burns welcomed the recent Supreme Court Ruling clarifying what constitutes a woman and called on the Council to urgently review all relevant Council policies to make it clear that if a service or space is designated for women only then any person born male but identifies as a woman does not have the right to use that space or services.

The Director of Organisation Development & Innovation advised that it was the intention of the Equality Commission to provide a report and guidance in June 2025 on this ruling which the Council will review and identify what, if any, action is required.

14.10 Apprentice Boys of Derry Parade on Easter Monday in Lisburn
Alderman J Tinsley

Alderman J Tinsley expressed thanks in regard to the efforts of Council Officers and staff in particular those working in the Parks and Amenities team, in ensuring Wallace Park and Lisburn City Centre looked so well for the Apprentice Boys of Derry parade on Easter Monday, 21st April. Alderman Tinsley congratulated the Apprentice Boys of Derry's Belfast & District Amalgamated Committee on the standard to which this event had been organised. The event had attracted large

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14.10 Apprentice Boys of Derry Parade on Easter Monday in Lisburn (Cont'd)
Alderman J Tinsley

crowds on the day. Alderman Tinsley also thanked the staff in the Lisburn City Centre Management who had worked with a number of establishments in the City Centre to encourage them to remain open on what was a bank holiday.

Councillor G McCleave wished to put on record his party's condemnation in regard to the sectarian tunes that had been played by certain bands during the parade on Easter Monday. He stated that this had been particularly disturbing on the day of when all religions were paying respect on the passing of Pope Francis. He stated that everyone should be unequivocal in the condemnation of sectarian and hateful behaviour and that sectarianism has no place in our society, and particularly the City of Lisburn.

Councillor S Lowry expressed disappointment that the actions of a few individuals had marred the recent parade in Lisburn. This was provocative and insensitive behaviour which would be disrespectful at any time but particularly inappropriate on the day of the Pope's passing. The actions of these individuals do not represent the vast majority of who participated in this event.

Councillor Lowry also expressed disappointment in relation to other incidents of violence and unacceptable behaviour in another Council area in recent days; and also the threats and intimidation that families in Altona Drive had experienced very recently. She stated that everyone deserves to feel safe and respected their homes and community and that the Council should have a united front on these issues. Councillor Lowry emphasised that all these incidents that had taken place over the Easter break are not reflective of our society as a whole.

Alderman S P Porter having made a number of comments in support of the band fraternity, expressed disappointment in regard to the abuse that many band members are subject to. He also spoke of the enjoyment he had in his youth when he had been a member of a local band. He stated that it was important not to lose sight of the valuable work that bands do on a weekly basis and also referred to the numbers of young people who are engaged in these bands, many from less well-off areas. Alderman Porter expressed appreciation in relation to the commitment from their parents which involved much time and effort.

Councillor P Catney responded to some of the comments by Alderman Porter. He said that he was aware of the extent of the good work referred to by Alderman Porter and acknowledged that the actions of some people during the parade on Easter Monday was not reflective of the whole parade. During his contribution Councillor Catney made the point that there is room for all in society and that everyone should work together and show respect.

At a later point in the meeting comments were noted from Councillor G Hynds in regard to the success of the parade on Easter Monday. He described the parade as Lisburn at its best. He too expressed disappointment on the behaviour of a few people which he said was outside the control of the organisers and welcomed the fact that the majority of people had a great day.

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14.11 Upkeep of Council Assets
Councillor C McCready

Councillor C McCready having welcomed the recent surfacing at the Lagan Valley LeisurePlex, raised the issue of fencing at the 5-a-side and the 7-a-side pitches at the LeisurePlex. Councillor McCready enquired about the Council’s policy for the upkeep of its assets.

In response the Director of Leisure & Community Wellbeing outlined the three budget areas for the maintenance of Council facilities, namely; a) the repairs and renewables fund, b) departmental maintenance budgets and c) the works programme. The Director also referred to the draft feasibility study for Lagan Valley LeisurePlex and assured Councillor McCready that she would liaise with the Head of Sports Services in regard smaller items outside of the feasibility study.

At the conclusion of the meeting The Right Worshipful the Mayor thanked those present for their attendance.

There being no further business for consideration, the meeting was terminated at 8.00 pm.

Mayor

LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of Meeting of the Regeneration & Growth Committee held in the Council Chamber, Island Civic Centre, The Island, Lisburn and in remote locations on Thursday, 1 May 2025 at 6.00 pm

PRESENT IN THE CHAMBER:

Alderman A Grehan (Chairperson)

Alderman A G Ewart MBE (Vice Chairperson)

The Right Worshipful the Mayor, Councillor K Dickson

Aldermen J Baird and M Gregg

Councillors A Gowan, J Harpur, C Kemp, U Mackin, A Martin, T Mitchell, C McCready and N Parker

OTHER MEMBERS:

G Hynds (Chamber)

IN ATTENDANCE

Director of Regeneration & Growth

Head of Economic Development

Head of Planning & Capital Development (Remote)

Head of Assets

Member Services Officers (CH and EW)

IT Officer

Commencement of Meeting

The Chairperson, Alderman A Grehan, extended a welcome to all present at the May meeting of the Committee and reminded those present that the meeting was being audio recorded unless the item was being considered under confidential business. The Chairperson also outlined the evacuation procedures in case of an emergency.

1. Apologies

It was agreed to accept apologies for non-attendance on behalf of Councillors J Gallen and J Lavery.

2. Declarations of Interest

The following interests were declared:

- Alderman J Baird, in respect of item 3.1 'NI Enterprise Support Service- Go-Succeed: Delivery Update to March 2025 & 2025/26 (2026/27) Funding Overview,

2. Declarations of Interest Cont'd

as his company had benefited from the programme,

- Alderman M Gregg, in respect of item 5.4, 'Barbour Gardens Community Engagement', as he was a member of the Planning Committee,
- Councillor A Martin, in respect of item 5.4, 'Barbour Gardens Community Engagement' as he was a member of the Planning Committee, and an Elder in the Church involved in the conversation.

3. Report from the Head of Service (Economic Development)

3.1 NI Enterprise Support Service - Go-Succeed: Delivery Update to March 2025 & 2025/26 (2026/27) Funding Overview

Having declared an interest in item 3.1, Alderman J Baird left the meeting at the commencement of the above item (6.06 pm).

The Committee considered a report which provided information in connection with a delivery update and funding overview for the Go Succeed service. Copies of performance against output targets (2024-25), performance indicators (2025-26) and a summary of the grants delivered to businesses 2023-24 were circulated to Members for information.

Members were reminded that in February 2025, the Regeneration & Growth Committee approved a funding request of up to £48,000 from Belfast City Council (BCC), acting as the Lead Council for the Go Succeed service. This funding was designated to support staff resources within the BCC Programme Management Office (PMO) for the first three months of the 2025/26 financial year. It was noted that only £42,102 of the allocated £48,000 was required.

Following discussion, it was proposed by the Right Worshipful the Mayor, Councillor K Dickson, seconded by Vice-Chairperson, Alderman A G Ewart, and agreed to recommend that the following be approved:

- a) the commitment of £119,153 of current budgets as match funding for 2025/26 to support programme delivery,
- b) the signing of a one-year extension to the Go Succeed collaboration agreement between BCC and LCCC for 2025/26, subject to no significant changes in the terms and conditions,

3.1 NI Enterprise Support Service - Go-Succeed: Delivery Update to March 2025 & 2025/26 (2026/27) Funding Overview Cont'd

- c) the allocation of £42,102 for PMO staff resources for the 2026/27 financial year, pending the confirmation of additional UKSPF or alternative funding beyond 2025/26, and
- d) the overperformance in business grants awarded be noted, (over-delivery of 44 grants, an increase of 51%).

3.2 NI Housing Executive (NIHE) Social Investment Strategy 2025-2030 – Consultation

Alderman J Baird returned to the meeting (6.16 pm).

The Committee considered a report which provided information in connection with a consultation, which had been issued by the Northern Ireland Housing Executive (NIHE) on 21 February 2025, on its draft Social Investment Strategy 2025-2030 entitled 'People, Place and Prosperity'.

A link to access the full consultation document had been circulated to Members for their consideration. It was noted that, given the consultation closing date of 16 May 2025, there would not be sufficient time for any agreed response to be ratified at Full Council on 27 May 2025.

It was proposed by Councillor C Kemp, seconded by Councillor T Mitchell, and agreed to recommend that the following be approved:

- a) the draft strategy and consultation questions be noted,
- b) Members forward any comments for inclusion in the Council response to the relevant Head of Service no later than Wednesday 7 May 2025, and
- c) final Council response is submitted by the closing date of 16 May 2025, and considered for approval retrospectively at the June meeting of the Regeneration and Growth Committee.

4. Report from the Head of Service (Planning & Capital Development)

4.1 Local Development Plan 2032 Quarterly Update

Councillor A Gowan left the meeting during this item of business (6.26 pm).

Members noted that the Head of Service for Planning and Capital Development was in attendance remotely to answer any queries they may have in respect of the above item.

4.1 Local Development Plan 2032 Quarterly Update Cont'd

The Director of Regeneration and Growth presented the report detailing the background and ongoing work relating to the Local Development Plan 2032. During discussion, the Committee noted that a Members' workshop on the Council's Car Parking Strategy was scheduled for June.

In response to a Member's query regarding the city centre directional signage designs, the Head of Economic Development clarified that the design options would be circulated to Members for their consideration once they were available. Following responses to several further Members' queries, it was agreed to note the update on progress with the Local Development Plan.

The Chairperson, Alderman A Grehan, advised that Any Other Business would be considered at this point in the meeting.

5. Any Other Business (Agenda item 6.0 refers)

5.1 NI-NL Trade Programme Vice Chairperson, Alderman A G Ewart

Councillor A Gowan returned to the meeting during this item of business (6.29 pm).

In response to a question raised by Alderman A G Ewart, the Head of Economic Development provided an update on progress made in relation to the matter. He advised that a positive meeting had recently taken place with Invest NI. Members noted that, whilst Invest NI were no longer in a position to contribute in the same capacity as before, they expressed a willingness to support the programme by sponsoring an event - potentially the annual New Year's Dinner.

6. Confidential Report from Director of Regeneration & Growth (Agenda item 5.0 refers)

The Chairperson, Alderman A Grehan, advised that confidential reports were required to be considered under confidential business due to containing information relating to the financial or business affairs of any particular person (including the Council holding that information) and information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the Council or a Government Department and employees of, or office holders under, the Council.

In Committee

It was proposed by Councillor T Mitchell, seconded by Councillor C McCreedy, and agreed that the Confidential Reports be considered "in Committee" in the absence of press or members of the public.

The audio recording was paused at this stage in proceedings. The members of the public seated in the public gallery left the Council Chamber (6.31 pm).

6.1 Business Case for Integrated Marketing Campaign to include Royal Hillsborough and Historic Moira (Redacted report to be published post ratification by Council)

Councillor T Mitchell left the meeting (6.18 pm) and returned at 6.20 pm.

The Head of Economic Development presented this item of business. Officers responded to a number of questions from the Committee arising from the report.

In response to a query raised by a Member, the Director of Regeneration and Growth confirmed that COVID message stickers on the ground at Bow Street Mall would be referred to the appropriate organisation for action.

It was proposed by Councillor N Parker, seconded by Alderman J Baird, and agreed to recommend that the Business Case and the procurement of a suitable provider(s) be approved, in line with the evaluation criteria as outlined in the report, for all aspects of the programme.

Following further discussion, it was proposed by Councillor N Parker, seconded by Councillor C Kemp, and agreed to recommend that officers explore the suitability of including a social value element within the contract.

6.2 On-Street Residential Chargepoint Scheme (ORCS)
(Redacted report to be published following award of tender)

Councillor C Kemp left the meeting during this item of business (6.57 pm).

The Director of Regeneration and Growth presented this item of business.

Following discussion, it was proposed by Alderman M Gregg, seconded by Councillor U Mackin, and agreed to recommend that the Council reserves its position with regard to the associated concession agreement in the form of the draft outlined in the report appendix, until reassurance is given in respect of zero burden to the ratepayer.

6.3 Public Realm CCTV Integration
(Redacted report to be published March 2026)

Councillor C Kemp returned to the meeting during this item of business (7.00 pm).

The Director of Regeneration and Growth presented this item of business.

It was proposed by Councillor A Martin, seconded by Councillor C Kemp, and agreed to note the progress to date and the complexities involved in bringing forward a seamless solution.

6.4 Barbour Gardens Community Engagement
(Redacted report to be published post ratification by Council)

At the commencement of the above item, Alderman M Gregg, and Councillor A Martin left the meeting, having declared an interest (7.07 pm).

The Head of Assets presented this item of business.

A number of Members' queries having been responded to, it was proposed by Alderman A G Ewart, seconded by Councillor T Mitchell, and agreed to recommend that the following be approved:

- a) to the progressing of an advertisement for disposal of lands at Barbour Gardens, Lisburn,
- b) to the development of the relevant heads of terms for consideration by Committee prior to agreed disposal, and
- c) that final sale is subject to further consideration and planning permission being granted for any proposals.

7. Confidential Any Other Business

Alderman M Gregg returned to the meeting (7.15 pm).

7.1 Lease of Council Pitches
Councillor N Parker

In response to a query raised by Councillor N Parker, the Director of Regeneration and Growth provided an update on the matter and advised that a related paper would be tabled at a future meeting of the Regeneration and Growth Committee.

Resumption of Normal Business

It was proposed by Alderman M Gregg, seconded by Councillor T Mitchell, and agreed to come out of Committee and normal business was resumed.

Conclusion of Meeting

The Chairperson thanked everyone for their attendance and there being no further business for consideration the meeting was concluded at 7.19 pm.

Chairperson

DRAFT

CWC 06.05.2025

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LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of Meeting of the Communities & Wellbeing Committee held remotely and in the Council Chamber, Island Civic Centre, The Island, Lisburn on Tuesday 6th May 2025 at 6.00 pm.

PRESENT IN COUNCIL CHAMBER (COMMITTEE):

Councillor J Craig (Chair)
Alderman H Legge (Vice-Chair)
Aldermen A Grehan and A McIntyre
Councillors D Bassett, T Beckett, J Gallen, B Higginson, C Kemp, S Lowry, G McCleave, T Mitchell and G Thompson

PRESENT IN A REMOTE LOCATION (COMMITTEE)

Aldermen P Porter and S Skillen

OTHER MEMBERS OF COUNCIL PRESENT IN COUNCIL CHAMBER

Councillor G Hynds

IN ATTENDANCE:

Director of Leisure & Community Wellbeing
Head of Communities
Head of Economic Development
Head of Sports Services
Regeneration & Infrastructure Manager
Events Officer
Member Services Officers (RN & EW)

The Chair welcomed all present to the meeting and reminded Members that the meeting would be audio recorded unless the item on the agenda was to be considered under confidential business. Unauthorised recording was not permitted, as per 8.5 of the Council's Standing Orders. Mobile phones were to be turned off or on silent mode for the duration of the meeting.

The Director of Leisure & Community Wellbeing outlined the evacuation procedures in the case of an emergency. The Chair asked that any Member entering or leaving the meeting alert the Member Services Officer accordingly so that this might be accurately reflected in the minutes.

Alderman P Porter joined the meeting on a remote basis during the announcement about evacuation procedures. (6.02 pm)

1. Apologies

There were no apologies.

The Member Services Officer read out the names of those persons who were present at the meeting, both in the Chamber and on a remote basis.

2. Declarations of Interest

The Chair invited Members to declare any interests they might have in relation to the business of the meeting and reminded them of the requirement that they complete Declaration of Interest forms in this regard which had been provided with the papers for the meeting, and which were also available in the Chamber.

The following Declaration of Interest was made:-

- Alderman S Skillen. Item 4.1 of Report of Head of Communities – “Draft Good Relations Action Plan 2025/2026”. Member of Ballybeen Improvement Group. Pecuniary interest.

3. Report of Director of Leisure & Community Wellbeing

3.1 Draft Winter Programme 2025

The Head of Economic Development, the Regeneration & Infrastructure Manager and the Events Officer were in attendance for this item of business.

The Director’s report provided key highlights of the 2024 Winter Programme and also key points and events in relation to the proposed Winter Programme for 2025 (the full draft programme being provided in an appendix). In addition to the narrative report, the following had been provided:-

- Winter Programme – “Lisburn Light Festival & Programme of Events 2024” – Evaluation;
- Draft Winter Programme 2025;
- Equality & Good Relations Screening Document.

The Director and other Officers responded to Members’ questions.

The Director:-

- took on board the request that the Carryduff Regeneration Forum be engaged with regarding the use of the Lidl site at Carryduff for the location of a Christmas tree;

3.1 Draft Winter Programme 2025 (Continued)

- took on board comments that the sound system associated with the City Centre events within the Winter Programme required enhancement;
- explained the position about expenditure associated with the provision of switches on street lighting poles to allow for Christmas illuminations.
- agreed that retailers should be encouraged to engage in late opening so as to take advantage of extra footfall in the City Centre.

It was proposed by Councillor B Higginson, seconded by Alderman A McIntyre and agreed to recommend that:-

- the evaluation report of the 2024 Winter Programme be noted;
- the draft 2025 Winter Programme be approved.

The Head of Communities left the Chamber during discussion of this item.
(6.20 pm)

The Head of Economic Development and the Regeneration & Infrastructure Manager left the Chamber at the conclusion of this item of business.
(6.22 pm)

3.2 Requests to use Council Parks and Open Spaces

In addition to the narrative report, copies of applications from the undernoted organisations in regard to the use of Council parks and open spaces had been provided, together with the Equality Screening document. The Director apologised that the narrative and recommendation associated with the use of Moira Demesne had been omitted from the report, however the appendix had been included.

Organisation	Facility Requested	Purpose of Use	Date & Time
Purple Vine Loyal Orange Order	Moat Park, Dundonald	Number of events as detailed in report (eg religious, multi-cultural, food, music, fun fair, artisan market)	6 th – 12 July 2025 (inclusive). Times of various events detailed in report.
Dundonald Presbyterian Church	Billy Neill Country Park, Dundonald	Football & Bible Camp	26 th July 2025 (10.30 am – 3.30 pm)
Royal Scottish Pipe Band Association (NI Branch)	Moira Demesne	Hosting of Lisburn & Castlereagh Pipe Band and Drum Major Championships on 14 th June 2025	13 th June 2025 from 1.00 pm for preparation works to 14 th June 2025 at 7.00 pm

3.2 Requests to use Council Parks and Open Spaces (Continued)

It was proposed by Councillor S Lowry, seconded by Alderman S Skillen and agreed to recommend that - subject to engagement with the Safety Advisory Group and compliance with the usual booking requirements such as the provision of adequate insurance cover and the necessary risk assessments:-

- the requests referred to above for the use of Council parks and open spaces be acceded to;
- the Bye-Laws be set aside so as to enable the above-mentioned events to progress;
- infrastructure support be provided if so required.

The Head of Communities returned to the Chamber during discussion of this item of business. (6.25 pm)

The Events Officer left the Chamber at the conclusion of this item of business. (6.30 pm)

4. Report of Head of Communities

4.1 Draft Good Relations Action Plan 2025/2026

The Head of Service reported that a reduction in funding from the Executive Office necessitated the submission of a revised Good Relations Action Plan to take account of the revised level of funding.

The Head of Service pointed out that whilst the available funding was 25% less than that applied for, it still represented a 6% uplift on the previous year.

The Head of Communities detailed the rationale for the proposed changes to programmes within the Action Plan, together with their revised budgets. It was noted that the delivery of a number of the programmes could be complemented with the implementation and delivery of the Local PEACEPLUS Action Plan.

It was proposed by Councillor D Bassett, seconded by Alderman H Legge and agreed to recommend that the 2025/2026 Good Relations Action Plan and associated budget as set out in the Head of Service's report be agreed and be submitted to the Executive Office in support of the Council's application for financial assistance.

5. Any Other Business – Non-Confidential

5.1 Mrs Angela McCann, Head of Communities

The Chair, Councillor J Craig, referred to this being the last meeting of the Committee at which Mrs Angela McCann would attend in her role as Head of Communities. Following a recruitment exercise, Angela had been appointed as Director of Environmental Services and would be taking up post in early June.

Councillor Craig thanked Angela for her sterling work as Head of Communities and for her willingness to assist and advise Elected Members in the course of their work. Councillor Craig wished Angela every success in her new post. These comments and best wishes were endorsed by a number of other Members present.

5.2 Lough Moss Pitches - Condition
Councillor B Higginson

Councillor B Higginson referred to the condition of the grass pitches at Lough Moss. Referees had voiced concerns at the condition of some of the pitches.

The Director agreed to look into this.

Councillor C Kemp left the Chamber at the conclusion of this matter. (6.45 pm)

5.3 Billy Neill Country Park – Toilet Provision
Councillor S Lowry

Councillor S Lowry referred to the lack of toilet provision at the Billy Neill Country Park in that there was no external provision and the building in the Park which did house toilets was not always open. "Protest posters" referring to this non-provision had been erected by members of the public.

The Director advised that toilets were now available in the pavilion and that communications would go up to that effect.

5.4 Park Life Programme 2025
Councillor J Gallen

Councillor J Gallen referred to the non-inclusion of Castlereagh East venues in the Council's Park Life Programme for 2024 and was looking forward to the Programme for 2025 as it includes a number of events for this DEA.

Councillor C Kemp returned to the Chamber at the conclusion of this item. (6.47 pm)

5.5 Lisburn Rangers Football Club – League Success
Councillor G Hynds

Councillor G Hynds referred to the success of Lisburn Rangers Football Club in winning their league and thereby gaining promotion to the Premier Amateur League. Councillor Hynds asked that this success be marked in a suitable way.

The Chair, Councillor J Craig, noted these comments for appropriate action.

5.6 Derriaghy Football Club – Home Ground
Councillor G Hynds

Councillor G Hynds understood that the car parking lines at the home ground of Derriaghy Football Club were to be redone and that issues regarding the goal posts were to be attended to.

The Director noted these comments for appropriate action.

5.7 Litter in Council Parks
Councillor G Hynds

Councillor G Hynds referred to issues regarding the accumulation of litter in Council parks and play parks and asked that these be addressed.

The Director noted these comments for appropriate action.

5.8 Aghalee Playing Fields - Condition
Councillor G McCleave

Councillor G McCleave referred to the poor condition of the Aghalee Playing Fields and asked that this be addressed. Councillor McCleave had raised this issue with a Council official earlier in the day.

The Director noted these comments for appropriate action.

5.9 VE Day Events by Community Groups
Councillor J Craig (Chair)

The Chair, Councillor J Craig, referred to the non-inclusion in the Council's publicity for VE Day of those events which community groups were organising.

The Director advised that this was in hand.

5.10 Lagan Valley LeisurePlex Car Park and Pitches - Litter
Councillor T Mitchell

Councillor T Mitchell referred to the presence of litter at the Lagan Valley LeisurePlex car park and at some of the pitches. A litter bin at the side of the pitches was overflowing.

These comments were noted by the Director for appropriate action.

5.11 Football Pitch Booking System
Alderman S Skillen

Alderman S Skillen stated that whilst the booking system was working well, she had concerns that some local football teams were moving to other Council areas to play their football.

The Director would ask a member of the team to speak to Alderman Skillen off-line about this matter.

6. Confidential Report from Director of Leisure & Community Wellbeing

The reasons for confidentiality were as set out in the agenda, ie:-

6.1 Local PEACEPLUS Action Plan – Lisburn & Castlereagh
(Confidential for reason of information relating to the financial or business affairs of the Council.)

Redacted report to be available once the PEACEPLUS Action Plan had been approved.

6.2 Redevelopment of Wallace Park Play Park
(Confidential for reason of information relating to the financial or business affairs of any particular person (including the Council holding that information).)

Redacted report to be available following ratification by Council on the 27th May 2025.

In Committee

It was proposed by Councillor T Mitchell, seconded by Alderman H Legge and agreed that the Confidential Report of the Director be considered “in Committee”. (Recording was paused at this stage in proceedings. There were no members of the press and public at the meeting.) (6.55 pm)

6.1 Local PEACEPLUS Action Plan – Lisburn & Castlereagh

The Director reported extensively on the Council's delivery of the Local PEACEPLUS Action Plan which sought to secure funding from the Special EU Programmes Body (SEUPB).

The Director updated Members on the provision of the funding and to certain issues which had arisen in this regard. The report detailed a number of options on how the Council could move forward on this matter.

The following documents had been provided to Members:-

- Tabular information in relation to Council projects under Theme 1 PEACEPLUS;
- Equality and Good Relations Screening.

By means of Shared Screen, the Director also provided a detailed analysis of legal options that had been contained in the report.

Councillor G Hynds, a non-member of the Committee, sought clarification in regard to information contained in the report. In order to allow the matter to progress, the Chairman – with the agreement of the Committee – adjourned the meeting at 7.25 pm to allow the information to be provided. The meeting resumed at 7.37 pm and the requested information was provided and explained by means of Shared Screen. Councillor Hynds acknowledged the information that was provided but still had concerns in regard to the issue before the Committee.

It was proposed by Councillor T Beckett, seconded by Councillor G McCleave and agreed to recommend that:-

- conditional on approval by the SEUPB, Option 4 as outlined in the report and appendices, be agreed as the preferred way forward;
- the Community Investment Fund (CIF) amount be rescinded from the organisation as set out in the report and be returned to the CIF Fund;
- the Local Action Plan be resubmitted to the SEUPB for final approval.

During discussion:-

- Alderman S Skillen left the meeting on a remote basis. (7.12 pm)
- Councillor J Gallen left and returned to the Chamber. (7.15 pm and 7.17 pm)
- Councillor B Higginson left and returned to the Chamber. (7.19 pm and 7.20 pm)

6.2 Redevelopment of Wallace Park Play Park

In addition to the narrative report, a Project Initiation Request in regard to the “Proposed Refurbishment of Wallace Park Play Area and Associated Facilities” had been provided.

The Director responded to Members’ questions.

It was proposed by Alderman P Porter, seconded by Councillor G Thompson and agreed to recommend that:-

- the Project Initiation Request be agreed;
- a suitably qualified Integrated Design Team be procured so as to develop design concepts for the Wallace Park Play Park;
- a programme timeline be presented to Members once available.

Alderman A Grehan left and returned to the Chamber during discussion., (8.03 pm and 8.04 pm)

Councillor S Lowry left the Chamber at the conclusion of this item. (8.08 pm)

Resumption of Normal Business

It was proposed by Councillor T Mitchell, seconded by Councillor D Bassett and agreed to come “out of Committee”. Normal business and the audio recording were resumed. (8.09 pm)

7. Any Other Business

7.1 Provision of Briefing Notes of Meetings Alderman A Grehan

Alderman A Grehan considered that the provision of briefing notes of meetings would be a useful tool to Committees when they were being called upon to make decisions on the item in question.

It was proposed by Alderman A Grehan, seconded by Alderman H Legge and agreed that - in order to strengthen transparency, to evidence how decisions have been reached and to allow for more informed decision making:-

- a briefing note of any briefing meeting be provided to all Members of Council after the briefing meeting;
- the briefing note be also provided to the Council/relevant Committee when the item in question was being brought before Members for consideration;
- the procedure referred to above be in regard to both confidential and non-confidential items of business.

7.1 Provision of Briefing Notes of Meetings (Continued)
Alderman A Grehan

Councillor S Lowry returned to the Chamber during discussion. (8.10 pm)

There being no further business, the meeting concluded at 8.12 pm.

MAYOR/CHAIR

DRAFT

LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of Meeting of the Environment & Sustainability Committee held in the Council Chamber, Island Civic Centre, and in remote locations on Wednesday 7th May 2025 at 6.00 pm.

**PRESENT IN CHAMBER
(COMMITTEE):**

Councillor G Hynds (Vice-Chair)

Aldermen J Baird, A McIntyre and J Tinsley

Councillors J Bamford, S Burns, C McCready,
M McKeever and N Parker

**PRESENT IN REMOTE
LOCATION (COMMITTEE):**

Alderman S Skillen and Councillor G McCleave

IN ATTENDANCE:

Acting Director of Environmental Services (RH)
Head of Service (Building Control & Sustainability) (CD)
Head of Service (Waste Management & Operational
Services) (WM)
Environmental Health Manager (RL)
Member Services Officer (BS & EW)

In the absence of the Chairperson, the Vice Chairperson, Councillor G Hynds, chaired the meeting.

Councillor Hynds welcomed those present to the meeting and advised that it would be audio recorded unless the item on the agenda was to be considered under confidential business. He stated that unauthorised recording was not permitted, as per the Council's Standing Orders, and asked that mobile phones be put on silent or switched off for the duration of the meeting.

In accordance with the Protocol for Remote Meetings, the Vice Chairperson asked those attending via zoom to ensure that the meeting could not be seen or heard by any other person at their remote location when confidential business was being considered. He also asked that they keep their camera on so that the attendees in the Chamber could see those persons attending on a remote basis. The Vice Chairperson proceeded to outline the evacuation procedures in the case of an emergency.

1. **Apologies**

Apologies for non-attendance at the meeting were accepted and recorded on behalf of the Chairperson, Councillor P Catney, Alderman O Gawith and Councillor A Gowan.

2. Declarations of Interest

There were no declarations of interest declared.

3. Report by Acting Head of Service (Environmental Health, Risk & Emergency Planning)

3.1 Food Standards Agency: Consultation response on proposed Amendments to the Food Law Code of Practice and Practice Guidance (Northern Ireland) (Item 4.1 on the agenda refers)

The report by the Acting Head of Service (Environmental Health, Risk & Emergency Planning) detailed the background and key issues in regard to proposed amendments to the Food Law Code of Practice and Practice Guidance (Northern Ireland). The six areas of proposed changes were listed in the Officer's report.

A link to the Food Standards Agency's consultation documents had been provided within the report and a copy of the draft response to be submitted on behalf of the Council had been appended to the report.

The Environmental Health Manager responded to a question from a Member in regard to any impact on the Council as a result of the proposed amendments to the Food Law Code of Practice and Practice Guidance, it being noted that there would be no significant impact on the Council.

It was proposed by Alderman J Tinsley, seconded by Alderman J Baird and agreed that, in line with delegated authority granted to the Committee by the Council, the draft response be accepted as the Council's response to the above consultation and be submitted to the Food Standards Agency.

4. Report of Acting Director of Environmental Services

4.1 RCV Procurement Timeline (item 3.1 on the agenda refers)

The Acting Director of Environmental Services referred to the two procurement exercises had been carried out in the 2024/2025 financial year for the purchase of eight RCV's and also the request by Members that Officers provide a detailed report providing a timeline for the two procurement exercises.

A copy of the documented timeline, from the approval by the Committee in September 2024 until the order being submitted in February 2025, had been appended to the Officer's report.

The Acting Director advised that in relation to future procurements of additional vehicles for delivery in 2026/2027 and given the lead-in times, it was anticipated that a report would come to the Committee in September 2025.

4.1 RCV Procurement Timeline (Cont'd)

The Acting Director responded to questions from the Committee in connection with a number of issues arising from the report, including:

- lead-in times and delivery timescales for the above-mentioned procurement exercises
- the time difference between ordering the first four RCVs following ratification of the Committee's decision and the ordering of the second four RCVs following ratification
- any work that might be required to the new RCVs prior to going out on the road
- the suggestion that separate reports come forward in September if there are other new vehicles being procured over and above RCVs, in order to avoid any delays in the order for RCVs.

A Member requested that the estimated delivery times be included in the timeline document going forward and another Member asked that Officers take some learning from these procurement issues in order to avoid similar delays in the future.

Following discussion it was agreed that the content of the RCV Procurement Timelines be noted.

The Acting Director gave an assurance that, subject to resources, the reports on additional procurement of RCVs, and any other required vehicle, would be presented to the Committee in September.

5. Any Other Business

5.1 Lack of Business for Consideration Vice Chairperson, Councillor G Hynds

The Vice Chairperson, Councillor G Hynds, expressed his frustration on the lack of items for consideration at some Committee meetings recently, including the short agenda for the meeting that evening. He was aware that other Members had raised this same issue recently at other Committee meetings. The Vice Chairperson enquired why this was the case.

Alderman A McIntyre concurred with the Vice Chairperson's comments.

(This matter was raised again under item 5.5)

5.2 Technical Issues with Depot Telephone System and Online Bin Collection Calendar Alderman A McIntyre

Alderman A McIntyre expressed thanks to the Head of Service (Waste Management and Operational Services) and his team for having attended promptly to a recent missed bin collection in Sandy Lane.

Alderman McIntyre raised the issue of the online bin collection calendar which did not reflect what had been agreed locally and also that he had been contacted by

5.2 Technical Issues with Depot Telephone System and Online Bin Collection Calendar (Cont'd)

constituents about difficulties in getting through to staff on the telephone system despite having followed the instructions.

The Head of Service (Waste Management & Operational Services) explained that his team had picked up on the problem of calls not being answered and that the problem seemed to be that the queuing function was no longer working; and unfortunately following work on the system by the engineers, the system still was not functioning correctly, and required further work. The Head of Service was hopeful that the telephone system was now working fully and apologised to those residents who had experienced difficulties in contacting his office in recent weeks.

The Head of Service also explained that the online bin collection calendar was also down currently due to technical problems. He assured that his team was continuing to work through these problems and hoped to have a resolution as soon as possible. He also advised that it was planned that a report on the provision of a new online calendar system would be brought to Committee at its meeting in June 2025 for consideration.

The Vice Chairperson expressed thanks to the Head of Service for his efforts in relation to the above matters and also in regard to his prompt reply to a resident who had reported an issue regarding a bulky waste collection recently.

5.3 Most Up-to-date Information on the Stray Dog Case Alderman S Skillen

Alderman S Skillen advised that whilst she was aware of the recent update that been provided to Members on the stray dog case and that she was also aware of the information provided on this matter in the FAQ section on the Council's website, enquired as to what Members can say publicly as she had received a number of enquiries from constituents recently.

The Acting Director of Environmental Services confirmed that the communication that he had issued to Members the previous week was the most up-to-date information. He also affirmed that the FAQ section on the Council's website contained the most up-to-date information and gave an assurance that he would communicate further with Members once more information was known.

5.4 Bulky Waste Collection Issues Councillor C McCready

At the outset Councillor C McCready expressed concern in regard to the lack of business at Committee meetings and recalled that when he was first elected to Council there was three or four times as many report items being presented at Committee meetings.

Councillor C McCready put on record his thanks to the Head of Service (Waste Management & Operational Services) for his help recently regarding a problem experienced by a constituent when trying to make a phone call to this council in

5.4 Bulky Waste Collection Issues (Cont'd)

connection with a request for bulky waste collections. Councillor McCready also advised that the same constituent had gone online to submit a request for bulky collections but had been disappointed when they received an automated response advising the items in question could not be lifted. The constituent then tried submitting individual requests for each item but each request was denied. Councillor McCready felt that in such circumstances it would be more appropriate if a phone call be made to the constituent explaining why certain items cannot be lifted. He felt that an improved process would be more helpful to constituents.

In response Head of Service (Waste Management & Operational Services) advised that a report outlining proposals for a much more developed system to manage waste would be presented to the Committee next month. He explained that the aim of the proposed new system was to enhance customer experience in different ways, namely; a section on education, an improved interface, an app called Digital Depot for the booking of bulky collections and also providing information on collections over holiday periods.

The Head of Service acknowledged the difficulties and frustration experienced by the constituent in trying to arrange collection of bulky waste and assured Councillor McCready that he had taken note of the issues raised. He also provided a comprehensive response to further comments from Councillor McCready in regard to bulky waste collection timescales generally and also in regard to the management of the backlog of requests for bulky waste collections that tend to accumulate following holiday periods.

Councillor C McCready, having thanked the Head of Service for his explanation, commended the efforts of the waste collection team and asked the Head of Service convey his thanks and appreciation to the team.

5.5 Lack of Business for Consideration Vice Chairperson, Councillor G Hynds

Further comments were raised by the Vice Chairperson, Councillor G Hynds, in regard to the lack of business on the agenda for recent Committee meetings. The Vice Chairperson asked the Acting Director of Environmental Services to take on board the concerns raised by both himself and Councillor C McCready earlier in the meeting regarding the lack of business on the agenda for recent committee meetings and to provide an explanation as to why the agenda items were so few.

In response the Acting Director referred to the Terms of Reference for each Committee which prescribes the business for each Committee. The Acting Director also discussed examples of items of business that are now considered at other Committees, such as performance and capital projects. The Acting Director suggested that if Members feel that any of the Terms of Reference for the various Committee need to change they should feed this back to the Management team for review.

The Vice Chairperson expressed concern that perhaps too much business was being delegated to Officers and, as a collective, Directors have to take these comments on board.

6. Confidential Report of the Acting Director of Environmental Services
(Item 5 on the agenda refers)

The Vice Chairperson, Councillor G Hynds, advised that the confidential report items would be dealt with “In Committee” due to containing information relating to the financial or business affairs of any particular person (including the Council holding that information).

“In Committee”

It was proposed by Alderman J Baird, seconded by Councillor C McCready, and agreed that the following matters be considered “in Committee,” in the absence of members of the press and public being present.

Members of the press and public seated in the public gallery left the Council Chamber (6.29 pm).

6.1 Cemetery Provision Update
(Report not for publication)

The Acting Director of Environmental Services responded to questions from the Committee arising from the report and also noted a number of comments raised.

Following discussion it was agreed that the update report in relation to short and long term Cemetery provision be noted. It was noted that a further report would come to the Committee in due course in relation to the administration of burial plots.

Councillor N Parker and Alderman J Baird left the meeting during consideration of this item (6.49 pm and 6.55 pm respectively).

6.2 Procurement of Waste Transfer, Bulking and Haulage of Residual Waste
(Redacted report to be published 01 July 2025 following contract commencement)

The Head of Service (Waste Management & Operational Services presented this item of business.

It was proposed by Alderman J Tinsley, seconded by Councillor C McCready, and agreed to recommend that the recommendations as outlined in the report, including the appended tender report, in relation to the award for waste transfer, bulking and haulage of residual waste be approved.

7. Any Other Business (Confidential)

7.1 Parking Attendant Issue
Alderman A McIntyre

The Acting Director of Environmental Services responded to an issue raised by Alderman A McIntyre involving a parking attendant and a member of the public, and undertook to follow up on this issue with Alderman McIntyre directly.

7.2 Animal Welfare Issue
Vice Chairperson, Councillor G Hynds

The Acting Director of Environmental Services responded to an issue raised by the Vice Chairperson in connection with an animal welfare issue, and undertook to have one of his Officers look into this matter.

Resumption of Normal Business

It was proposed by Councillor C McCreedy, seconded by Councillor M McKeever, and agreed to come out of Committee and normal business was resumed.

The Vice Chairperson, Councillor G Hynds, thanked those present for their attendance and the meeting concluded at 7.10 pm.

Vice Chairperson

CSC 14.05.2025

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LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of Meeting of the Corporate Services Committee held remotely and in the Council Chamber, Island Civic Centre, The Island, Lisburn on Wednesday 14th May 2025 at 6.00 pm.

PRESENT IN COUNCIL CHAMBER (COMMITTEE):

Councillor The Hon N Trimble (Chair)
Councillor N Eaton (Vice-Chair)
The Right Worshipful The Mayor
Councillor K Dickson
Aldermen A Ewart MBE, M Gregg and A Grehan
Councillors A Ewing, A Givan, B Higginson, C Kemp and G McCleave

PRESENT IN A REMOTE LOCATION (COMMITTEE)

Councillors J Harpur and J Lavery BEM

OTHER MEMBERS OF COUNCIL PRESENT IN COUNCIL CHAMBER:

Councillor G Hynds

OTHER MEMBERS OF COUNCIL PRESENT IN a REMOTE LOCATION:

Alderman J Tinsley

IN ATTENDANCE:

Chief Executive
Director of Finance & Corporate Services
Director of Organisation Development & Innovation
Head of Assets
Head of Corporate Communications & Administration
Head of Human Resources & Organisation Development
Head of Finance
Member Services Officers (RN & EW)

Commencement of Meeting

The Chair, Councillor N Trimble, welcomed everyone to the meeting and advised that it would be audio recorded unless the item on the agenda was to be considered under confidential business.

Unauthorised recording was not permitted, as per 8.5 of the Council's Standing Orders. Mobile phones were to be turned off or on silent mode for the duration of the meeting. Members attending remotely were asked to keep their cameras on. Finally, the Chair asked that any Member entering or leaving the meeting alert the Member Services Officer accordingly so that this might be accurately reflected in the minutes.

The Director of Finance & Corporate Services outlined the evacuation procedures in the case of an emergency.

1. Apologies

Apologies for non-attendance at the meeting were accepted and recorded on behalf of Alderman H Legge; Councillors T Beckett and D Lynch.

Councillor A Givan entered the Chamber. (6.03 pm)

2. Declarations of Interest

There were no Declarations of Interest.

3. Meeting of Committee – Wednesday 11th June 2025

The Chair, Councillor N Trimble, referred to the June meeting of Committee scheduled to be held on Wednesday 11th June 2025.

The Chair advised that a NILGA meeting was taking place in the Council Chamber that day and was not scheduled to finish until 5.00 pm. This would provide a very tight turn-around for Facilities Management and Member Services to prepare the Chamber for the meeting to commence at 6.00 pm and time would also be needed to address any technology issues that might arise.

In line with Standing Order 29.6, any variation to the date and/or time of a scheduled meeting should be agreed by the Committee.

Councillor Trimble stated that whilst he would not be the Committee chair after the Annual Meeting and therefore not the Chair at the June meeting and also that there would be a slight variation of membership after the Annual Meeting, he would however seek agreement for the June 2025 meeting to commence at 6.30 pm for the reasons as outlined above.

It was proposed by Alderman A Ewart, seconded by Councillor B Higginson and agreed that the meeting of Committee scheduled to be held on Wednesday 11th June 2025 commence at the later time of 6.30 pm.

4. Report of Head of Corporate Communications & Administration

4.1 Review of Civic Policies

The Head of Service advised that the Council's Policy on Invitations to Civic Functions, Visits and Council Events had been developed in consultation with a Members' Focus Group, the membership of which being detailed in the report. Party group leaders had also been consulted on the policies.

In addition to the narrative report, the following had been provided:-

- Draft Civic Events Policy;
- Draft Civic Representation Procedures;
- Draft Mayoral Protocol;
- Current Policy on Invitations to Civic Functions, Visits & Council Events with changes therein being highlighted;
- Equality Screening document.

The Head of Service had recommended that the revised policies and procedures be approved and be effective from the 9th June 2025.

The Head of Service responded to Members' questions and noted a number of amendments that Members would wish to have made to the draft policies.

It was proposed by Alderman A Ewart, seconded by Councillor C Kemp and agreed that consideration of the above matter be deferred to the June 2025 meeting of Committee and in the meantime:-

- the draft policies be revised in line with Members' comments as noted by the Head of Service;
- the current Policy on Invitations to Civic Functions, Visits & Council Events be again provided, this time showing – if possible – the tracked changes in regard to the new policies and with as much detail as possible.

Councillor G Hynds asked to have placed on record that he disagrees with the use of D'Hondt to appoint to working groups as referred to in the Draft Civic Events Policy as he believes it does not favour independent members or smaller political parties or provide for transparent discussions.

4.2 Veterans' Champion – Representation at National Events

The Head of Service reported that the Council's Veterans' Champion – Alderman J Tinsley – had received formal invitations to represent the Council at the following high-profile national events:-

- VE Day 80: The Nation Celebrates at Horse Guards Parade, London on the 8th May 2025. Invitation issued by the Office for Veterans' Affairs of the Ministry of Defence on the 16th April 2025;
- Armed Forces Covenant Conference in Glasgow on the 2nd & 3rd July 2025. Invitation issued by the Armed Forces Covenant Team of the Ministry of Defence on the 9th April 2025;
- Ministry of Defence VJ Day Commemoration Service at the National Memorial Arboretum, Staffordshire on the 15th August 2025. Invitation issued by the Ministry of Defence on the 16th April 2025.

The estimated cost of a Member's attendance at each event was set out in the report.

In regard to the VE Day 80 event, the RSVP date had been the 17th April 2025 with the invitation only received on the 16th April 2025. In order to confirm the attendance of Alderman Tinsley by the required date, approval had been sought from the Committee Chair and Vice-Chair. The Head of Service outlined an issue which had been raised by the Committee Vice-Chair about the approval of events outside of scheduled committee deadlines.

It was proposed by Councillor B Higginson, seconded by Alderman M Gregg and agreed to recommend that:-

- retrospective approval for the attendance of Alderman J Tinsley (Veterans' Champion) at the VE Day 80 event in London on the 8th May 2025 be granted, the initial approval having been granted by the Committee Chair and Vice-Chair;
- the attendance of the Veterans Champion at the undernoted events be approved:-
 - Armed Forces Covenant Conference in Glasgow on the 2nd & 3rd July 2025.
 - Ministry of Defence VJ Day Commemoration Service at the National Memorial Arboretum, Staffordshire on the 15th August 2025.
- the travel and subsistence expenditure associated with the three events referred to above be approved;

4.2 Veterans' Champion – Representation at National Events (Continued)

- in future – where timelines for approval of attendance at events fall outside the formal Committee timelines, the process will include consultation with Party Group Leaders and Independent Member(s) followed by delegated approval being sought from the Committee Chair and Vice-Chair.

4.3 2025 Anniversaries Programme Update

In addition to the narrative report, copies of the undernoted items had been provided and their contents duly noted:-

- Minutes of meetings of the VE Day 80th Anniversary Working Group held on the 26th March and 16th April 2025;
- Anniversary Programme (as of 1st May 2025), together with associated budgetary costs.

The Head of Service stated that the VE Day commemoration events held on the 8th May 2025 had all proceeded according to plan. The events were well attended, and feedback thereon was very positive.

The Chairman of the Committee, Councillor N Trimble, and others all placed on record their thanks to the Working Group and to the Officers involved in the organisation of the VE Day events, with a particular mention to the Head of Corporate Communications & Administration who had been the lead officer. Councillor Trimble stated that he was in no doubt that – had she been present at the meeting – Alderman H Legge, the Chairman of the Working Group, would have placed on record, her thanks to all concerned for making the events so memorable and well planned.

Alderman A Grehan left the Council during the Head of Service's presentation of this item and returned to it during discussion. (6.24 pm and 6.26 pm)

5. Report of Head of Finance

5.1 Northern Ireland Local Government Association Service Level Fee/Subscription for 2025/2026

In addition to the narrative report, the following documents from the Northern Ireland Local Government Association (NILGA) had been provided:-

- letter dated the 30th April 2025 advising of the Council's subscription for 2025/2026 in the sum of £62,247.00 (excluding VAT);
- impact report for 2024/2025.

5.1 Northern Ireland Local Government Association (Continued)
Service Level Fee/Subscription for 2025/2026

It was proposed by Councillor G McCleave, seconded by Councillor N Eaton and agreed to recommend that:-

- the Council's Service Level Fee to NILGA in the sum of £62,247.00 (excluding VAT) for the period 2025/2026 be approved for payment;
- NILGA's impact report for 2024/2025 be noted.

6. Report of Head of Human Resources & Organisation Development

6.1 Public Sector Apprentice of the Year

The Committee noted that Sarah Welsh, a marketing apprentice based in Sports Services, had been announced by the Department for the Economy on the 26th March 2025 as Public Sector Apprentice of the Year.

The Chair, Councillor N Trimble, congratulated Sarah on her award. The Right Worshipful The Mayor, Councillor K Dickson, concurred with these comments and stated that Sarah's success was testament to the Apprentice Programme in the Council. The Right Worshipful the Mayor stated that he would be formally congratulating Sarah on her success and invited the Chair, Councillor N Trimble, to be a part of that celebration.

6.2 Local Government Staff Commission
Consultation: "Neurodiversity in the Workplace Guidance"
(Extended closing date: 19th June 2025)

in addition to the narrative report on the above matter, the consultation and a draft response to it had been provided. Members were invited to submit any further comments for inclusion in the response to the Equality Unit by the 12th June 2025. (E-mail to Equality@lisburncastlereagh.gov.uk)

It was proposed by Councillor A Givan, seconded by Alderman M Gregg and agreed to recommend that:-

- the draft response (as presented) to the above consultation be agreed as the Council's response thereto;
- the Chair and Vice-Chair of the Committee be delegated authority to approve any amendments to the draft response following the receipt of Members' feedback.

A number of Members welcomed the content of the Guidance document which would assist councils in supporting neurodiversity in the workplace.

7. Any Other Business – Non-Confidential

7.1 Balmoral Show 2025 – Council “stand” Councillor C Kemp

Councillor C Kemp had attended Balmoral Show earlier that day and commended the Council's stand and the officers for showcasing the Council in such a positive way.

7.2 Notice of Motion re Transparency Councillor G Hynds

Councillor G Hynds sought an update on the introduction of measures to promote transparency arising from the Notice of Motion on this item, eg live streaming and recording of Council and Committee meetings.

The Director confirmed that work was ongoing with the intention of presenting a paper to Committee which covered all the measures to be introduced.

7.3 Balmoral Show 2025 – Road Infrastructure Councillor A Givan

Councillor A Givan referred to the queues of traffic around Sprucefield, Moira, Halftown Road and Coronation Gardens, associated with visitors travelling to Balmoral Show.

Councillor Givan suggested that the Council take an active approach in attempting to relieve the pressure in the area caused by the traffic problems. A slip road from the M1 was needed.

The Chief Executive replied that the Strategic Investment Board had published a consultation on an investment strategy for Northern Ireland. This would be reported through the Regeneration & Growth Committee which was likely to push a request that some kind of connection from the M1 motorway to the Halftown Road be considered. This request would not only be to address traffic flow associated with the Balmoral Show and other events at the Eikon Centre but also to grow the economy of the area and also Northern Ireland in general as envisaged in the City Deal and the Dublin/Belfast Corridor Programmes.

Alderman A Grehan, and Councillors A Ewing and G Hynds all supported the use of public transport by visitors to Balmoral Show as it assisted traffic management in the area and minimised frustration for visitors. The active promotion and encouragement of the use of public transport at the time of Balmoral Show was something that the Council should engage in.

7.4 VE Day Community Grants
Councillor B Higginson

Councillor B Higginson reported that he had received a significant amount of positive feedback from community groups who had been the recipients of Council community grants for VE Day, and which had enabled groups to put on commemorative events for their areas. A maximum grant of £700.00 per application had been available.

Alderman J Tinsley joined the meeting on a remote basis during this item.
(6.50 pm)

8. Confidential Report from Director of Finance & Corporate Services

The reasons for confidentiality were as set out in the agenda, ie:-

8.1 Report on Tender Awards

(Confidential for reason of information relating to the financial or business affairs of any particular person (including the Council holding that information)).

Redacted report to be available following ratification by Council on the 27th May 2025 and the signing of the contracts.

8.2 Quarterly Finance Reports Draft Quarter 4 2024/2025

(Confidential for reason of information relating to the financial or business affairs of any particular person (including the Council holding that information)).

Redacted report to be available following ratification by Council on the 27th May 2025.

In Committee

It was proposed by Councillor B Higginson, seconded by Alderman M Gregg and agreed that the Confidential Report of the Director be considered "in Committee". (Recording was paused at this stage in proceedings, and any members of the press and public left the meeting.) (6.50 pm)

8.1 Report on Tender Awards

Presented by the Head of Assets.

Tender reports and a summary of the tenders awarded had been provided with the narrative report.

8.1 Report on Tender Awards (Continued)

It was proposed by Councillor B Higginson, seconded by Councillor G McCleave and agreed to recommend that the tenders awarded in regard to the following contracts, together with the attendant tender reports, be noted:-

- T24/25-032: Tender for the Provision of a Kerbside Sort Service for the Collection and Recycling of Multi-Materials (including Food Waste) from Households within the Lisburn & Castlereagh City Council area;
- Tender for Mobile Voice and Data Services;
- T24/25-009: The Provision of a Haulage Service for Residual & Green Wastes & Street Sweeping Wastes from Council Household Recycling Centres;
- T24/25-045: Catering and Bar Services at Lagan Valley Island.

It was further agreed on the Proposal made by Councillor Higginson and seconded by Councillor McCleave to recommend that the signing and sealing of the Tender documents be approved.

8.2 Quarterly Finance Reports Draft Quarter 4 2024/2025

Presented by the Head of Finance.

Members noted the content of the following:-

- the information contained in the narrative report;
- the report on Repairs & Renewals at year-end position of 2024/2025;
- the report on Department for Communities' budgets at year-end position of 2024/2025.

The Chairman thanked the Head of Finance and her team for the considerable work which goes into the preparation of quarterly finance reports and other financial reports.

9. Any Other Business – Confidential

9.1 Thanks to Chairman

Councillor N Eaton, Vice-Chair, expressed her thanks to Councillor N Trimble for the conduct of business during his term in office. A number of other Members concurred with these comments. Councillor Trimble responded accordingly.

9.2 Officers' attendance at Events
Alderman M Gregg

In response to a question from Alderman M Gregg, the Chief Executive confirmed an adjustment made to a social media post confirming an Officer's attendance at a recent event on behalf of Solace. The Chief Executive also confirmed that, where officers are anticipated to accompany Members to events (such as Westminster Trade Missions or the Somme Pilgrimage), this is noted in reports to the relevant committee.

9.3 Social Posts
Alderman M Gregg

Alderman M Gregg referred to social posts which were given by officers as opposed to the Chair and/or Vice-Chair of the relevant Committee. In addition, Alderman A Ewart stated that The Right Worshipful The Mayor should have an involvement in these social posts also.

The Director noted these comments for appropriate action adding that the subject matter of social posts had to be considered so that the person involved was the appropriate one.

Resumption of Normal Business

It was proposed by Councillor A Ewing, seconded by Councillor C Kemp and agreed to come "out of Committee". Normal business and the recording were resumed. (7.04 pm)

10. Any Other Business

10.1 Thanks of Chairman

The Chair, Councillor N Trimble, referred to the meeting being the last one before the Annual Meeting on the 6th June 2025 and expressed his thanks to his Vice-Chair, Councillor N Eaton, the other members of the Committee, the Director of Finance & Corporate Services and all staff associated with the Corporate Services Committee, for their assistance and support to him during his year as Chairman. Councillor Trimble considered it a pleasure to have been the Chair of the Corporate Services Committee.

Councillor Trimble referred to Cara McCrory (Director of Finance & Corporate Services) who would be leaving the Council in the near future to take up employment elsewhere. Councillor Trimble thanked Cara for her work with the Council and wished her all the best for the future. These comments were endorsed by Alderman A Grehan.

There being no further business, the meeting concluded at 7.06 pm.

MAYOR/CHAIR

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LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of Planning Committee Meeting held in the Council Chamber and in Remote Locations on Monday, 7 April, 2025 at 10.00 am

PRESENT IN CHAMBER:

Alderman M Gregg (Chair)
Councillor S Burns (Vice-Chair)
Aldermen O Gawith and J Tinsley
Councillors D Bassett, P Catney, D J Craig, U Mackin, A Martin and N Trimble

IN ATTENDANCE:

Director of Regeneration and Growth
Head of Planning & Capital Development
Principal Planning Officer (PS)
Senior Planning Officers (MB, PMcF and GM)
Member Services Officers (CR and CH)
Mr B Martyn (Cleaver Fulton Rankin)

Commencement of Meeting

At the commencement of the meeting, the Chair, Alderman M Gregg, welcomed those present to the Planning Committee. He pointed out that, unless the item on the agenda was considered under confidential business, this meeting would be audio recorded. He went on to outline the evacuation procedures in the case of an emergency.

1. Apologies

It was agreed to accept an apology for non-attendance at the meeting on behalf of Councillor G Thompson.

2. Declarations of Interest

Alderman J Tinsley declared an interest in respect of planning application LA05/2022/1167/F, as he knew the applicant and had facilitated a meeting with Planning Officers. He had not participated in any discussion or debate and remained neutral.

3. Minutes of Meeting of Planning Committee held on 3 March, 2025

It was proposed by Councillor U Mackin, seconded by Councillor S Burns and agreed that the minutes of the meeting of Committee held on 3 March, 2025 be confirmed and signed.

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LA05/2024/0734/F – Proposal to vary condition 12 of planning approval LA05/2022/0830/F, from no more than 47 dwellings shall be built and occupied until the commercial/industrial units indicated as W1-W6 on the proposed site plan bearing council date stamp 16 March 2022 are fully constructed

In response to comments by Councillor P Catney regarding significant changes being made to an application after public consultation had been carried out, the Head of Planning & Capital Development advised that, in respect of all major developments, Section 54 required the applicant to submit a pre-application notice and carry out further consultation. The public would have had the opportunity, before the above planning application process commenced, to know what the changes to the proposal were and what the purpose of those was. He acknowledged and accepted that, during the planning application process, information had been submitted to the Council that highlighted and explained in great detail why the changes in circumstances were required. This had been shared with Members and was part of the decision-making process. It may not have been something in front of the public but the public would have been aware of the reasons for the application and would have had the opportunity to participate in the public consultation process before the application was made. The Head of Planning & Capital Development gave an assurance that, should similar Section 54 applications come forward in the future to vary a condition, those would still require the applicant to go through the planning application process and provide the public with an opportunity to participate in the public consultation process.

4. Report from the Head of Planning & Capital Development

4.1 Schedule of Applications

The Chair, Alderman M Gregg, advised that there were 2 major and 4 local applications on the schedule for consideration at the meeting.

4.1.1 Applications to be Determined

The Legal Advisor, Mr B Martyn, highlighted paragraphs 43-46 of the Protocol for the Operation of the Lisburn & Castlereagh City Council Planning Committee which, he advised, needed to be borne in mind when determinations were being made.

- (i) LA05/2022/1167/F – Proposed warehouse including chilled store, cold store (Use Class B4) all fixed plant/machinery and ancillary offices/welfare facilities. Proposed food manufacturing facility (Use Class B2). Replacement HGV workshop including vehicle storage unit. Replacement commercial units with ancillary trade counters. Proposed HGV washing bay/fuel bay and bunded underground fuel storage tank, landscaping and all associated HGV parking/car parking/floodlights, site works with servicing via the existing access onto the Moira Road and Halftown Road

The Senior Planning Officer (MB) presented the above application as outlined within the circulated report.

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- (i) LA05/2022/1167/F – Proposed warehouse including chilled store, cold store (Use Class B4) all fixed plant/machinery and ancillary offices/welfare facilities. Proposed food manufacturing facility (Use Class B2). Replacement HGV workshop including vehicle storage unit. Replacement commercial units with ancillary trade counters. Proposed HGV washing bay/fuel bay and bunded underground fuel storage tank, landscaping and all associated HGV parking/car parking/floodlights, site works with servicing via the existing access onto the Moira Road and Halftown Road (Contd)

The Committee received Mr A Stephens, accompanied by Mr S Warke and Mr K Somerville, to speak in support of the application and a number of Members' queries were addressed.

A number of Members' queries were responded to by Planning Officers.

Debate

During debate:

- Councillor P Catney welcomed investment from a local firm to redevelop this site. From an environmental and economic perspective, this showed great faith in the Lisburn area. Councillor Catney was in support of the recommendation of the Planning Officer to approve planning permission;
- Alderman J Tinsley referred to the history of this site and the stigma attached to it and stated what better way to turn that around than by investment on the site by a local firm that was growing throughout Great Britain, Europe and Ireland, securing jobs and bringing new jobs to the area. Alderman Tinsley commended the applicant, his team and Planning Officers for the work that had gone into this application and stated that he was in support of the recommendation of the Planning Officer to approve planning permission;
- Councillor U Mackin congratulated the applicant. It was good to see the progress made by a substantial business operating in the Council area. Councillor Mackin welcomed the application;
- Councillor N Trimble stated that the proposal was a much better use of this site than what had been there previously. He was in support of the recommendation of the Planning Officer to approve planning permission;
- Alderman O Gawith stated that this application had been excellently thought through and the conditions that would apply to any permission granted were right and proper. He was in support of the recommendation of the Planning Officer to approve planning permission;
- Councillor D J Craig stated that this was a much-welcomed development of this site. He welcomed the fact that there would be improvements to the road junction. Councillor Craig was glad to see a local firm doing well and planning to do even better in the future and was in support of the recommendation of the Planning Officer to approve planning permission; and

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- (i) LA05/2022/1167/F – Proposed warehouse including chilled store, cold store (Use Class B4) all fixed plant/machinery and ancillary offices/welfare facilities. Proposed food manufacturing facility (Use Class B2). Replacement HGV workshop including vehicle storage unit. Replacement commercial units with ancillary trade counters. Proposed HGV washing bay/fuel bay and bunded underground fuel storage tank, landscaping and all associated HGV parking/car parking/floodlights, site works with servicing via the existing access onto the Moira Road and Halftown Road (Contd)
- the Chair, Alderman M Gregg concurred with comments made by other Members. This application was to be welcomed in the local area and, whilst he had had some concerns regarding flooding, the mitigations in place had allayed those fears. The Chair was in support of the recommendation of the Planning Officer to approve planning permission.

Vote

Having considered the information provided within the report of the Planning Officer, the Committee agreed unanimously to adopt the recommendation to approve this application.

- (ii) LA05/2021/0360/F – Proposed infill dwelling and garage on lands between 11 and 13 Crossan Road, Lisburn

Alderman J Tinsley left the meeting at the beginning of this item of business (10.52 am) and returned at 12.01 pm.

The Senior Planning Officer (PMcF) presented the above application as outlined within the circulated report.

The Committee received Mr A Stephens to speak in support of the application and a number of Members' queries were addressed.

A number of Members' queries were responded to by Planning Officers.

Debate

During debate:

- Councillor D J Craig stated that a lot of applications had fallen into the category of being applied for under one set of rules, but being judged on another. Unfortunately for the applicant, this application did not meet with new policy. Councillor Craig deemed that enough credence had been given to the planning history of the site. Having visited the site, it was clear that the gap was not large enough to accommodate 2 properties, as required under the new policy. Councillor Craig was in support of the recommendation of the Planning Officer to refuse planning permission;

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(ii) LA05/2021/0360/F – Proposed infill dwelling and garage on lands between 11 and 13 Crossan Road, Lisburn (Contd)

- Councillor N Trimble stated that, in his view, the recommendation was profoundly unfair to the applicant, given the circumstances and the timeline. There had been delays in the process and permission should have been granted before the new policy came into effect. Regrettably, however, the application did not comply with the new policy. Councillor Trimble was unsure that there was significant enough weight to allow the Committee to set aside policy. The application did not comply with COU8, which was unfair to the applicant. Should the decision be made not to grant planning permission, Councillor Trimble encouraged the applicant to refer the application to the Planning Appeals Commission;
- Councillor P Catney agreed that this situation was very difficult and he was not in support of the recommendation of the Planning Officer to refuse planning permission, given that Members were morally obliged to take account of the administrative unfairness;
- Councillor U Mackin stated that this was a finely balanced application. From a pure policy point of view, he could not disagree with the Planning Officer. However, where he did have a problem was with the planning history. In his view, there was a case of administrative unfairness which was no-one's fault, other than the process itself. The process had let the applicant down and caused problems. In May 2023 there had been email correspondence advising that the Officer recommendation would be to approve the application and that this was going to group but through circumstances that had not happened. Councillor Mackin stated that, whilst the application did not directly meet with COU8, on this occasion COU8 had to be tempered by the material consideration of internal processes. On the basis that there had been an intention to recommend approval, Councillor Mackin was not in support of the recommendation of the Planning Officer to refuse planning permission;
- Alderman O Gawith stated that the horrendous delay had caused the problem and that seemed unfair to the applicant. There had been gaps in action on both sides. In terms of COU8, he had learned that how gap sizes were measured was not laid out in policy and that may need to be looked at, at some point. As things were, this application fell on COU8 and Alderman Gawith was reluctantly in support of the recommendation of the Planning Officer to refuse planning permission. However, similar to Councillor Trimble, he too encouraged the applicant to refer the application to the Planning Appeals Commission. As he had been unable to attend the site visit, Alderman Gawith advised that he had taken the time to visit the site before reaching any decision. The Chair, Alderman M Gregg, pointed out that Members were discouraged from making solo site visits as they were not a controlled event; and
- the Chair, Alderman M Gregg, stated that this application came down to timing. There had been a number of similar applications before the Committee in the past that would have been approved under CTY8, but not COU8; the Committee had decided that the decision was issued on COU8 and the Planning Appeals Commission had agreed with the Committee. As difficult as it was, in terms of the timing and nature of this application, Alderman Gregg was in support of the recommendation of the Planning Officer to refuse planning permission.

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- (ii) LA05/2021/0360/F – Proposed infill dwelling and garage on lands between 11 and 13 Crossan Road, Lisburn (Contd)

Vote

On a vote being taken, it was agreed to adopt the recommendation of the Planning Officer to refuse planning permission, the voting being:

In favour: Councillor D Bassett, Councillor S Burns, Councillor D J Craig, Alderman O Gawith, Councillor A Martin, Councillor N Trimble and Chair, Alderman M Gregg (7)

Against: Councillor P Catney and Councillor U Mackin (2)

Abstain: (0)

It was noted that, as he not been present for the entirety of consideration of this application, Alderman J Tinsley did not participate in the vote.

Adjournment of Meeting

The Chair, Alderman M Gregg, declared the meeting adjourned at this point for a comfort break (12.25 pm).

Councillor N Trimble left the meeting during the comfort break.

Resumption of Meeting

The meeting was resumed at 12.31 pm.

- (iii) LA05/2024/0775/F – Subdivision of Unit 5 and elevational changes at Unit 5 Drumkeen Retail Park, Upper Galwally, Belfast

The Senior Planning Officer (GM) presented the above application as outlined within the circulated report.

Mr E Loughrey was in attendance to answer any Members' questions but no questions were asked.

There were no queries put to Planning Officers.

Debate

There were no comments made at the debate stage.

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- (iii) LA05/2024/0775/F – Subdivision of Unit 5 and elevational changes at Unit 5 Drumkeen Retail Park, Upper Galwally, Belfast (Contd)

Vote

Having considered the information provided within the report of the Planning Officer, the Committee agreed unanimously to adopt the recommendation to approve this application.

Adjournment of Meeting

The Chair, Alderman M Gregg, declared the meeting adjourned at this point for lunch (12.42 pm).

Resumption of Meeting

The meeting was resumed at 1.33 pm.

- (iv) LA05/2020/0991/O – Site for a replacement dwelling, garage and associated siteworks 120m west of St Patricks RC Church, 23a Barnfield Road, Lisburn

The Senior Planning Officer (PMcF) presented the above application as outlined within the circulated report.

The Committee received Mr N Coffey to speak in support of the application and a number of Members' queries were addressed.

A number of Members' queries were responded to by Planning Officers.

Debate

During debate:

- Councillor D J Craig stated that attending the site visit had been very useful. He had seen that the two gable ends were there and seen the division of the rooms. The rear wall was more or less down to the level of where the headers of the windows and door would have been – in his mind that was probably substantial. The difficulty was with the front wall elevation. Parts of it were well below where the headers for the door and windows would have been. If not for that, he would probably have gone against the Officer's recommendation. However, as things were, he was in support of the recommendation of the Planning Officer to refuse planning permission;
- Alderman O Gawith stated that, in his view, the front elevation was so far down, there was not enough to count as a replacement. He was in support of the recommendation of the Planning Officer to refuse planning permission;

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(iv) LA05/2020/0991/O – Site for a replacement dwelling, garage and associated siteworks 120m west of St Patricks RC Church, 23a Barnfield Road, Lisburn (Contd)

- the Chair, Alderman M Gregg, stated that the site visit had been very useful to put into context the 80% as a substantial figure that had been given by the Planning Appeals Commission, as had clarification that 80% of all walls were required to be intact. He agreed with Councillor Craig that the gables and rear wall were acceptable, but the front wall did fall short. The figure of 84% provided by the applicant was more than generous, given what had been witnessed on site. Alderman Gregg considered that the front wall fell well below 80% and was in support of the recommendation of the Planning Officer to refuse planning permission; and
- Councillor P Catney stated that he would have liked to support this application simply because of the out-of-the-way site, beyond the Church that was over 250 years old. It would have been good to have someone living on down the lane because of the ongoing antisocial behaviour. However, it had been demonstrated by Officers that what remained was less than 80%. Councillor Catney was in support of the recommendation of the Planning Officer to refuse planning permission.

Vote

On a vote being taken, it was agreed to adopt the recommendation of the Planning Officer to refuse planning permission, the voting being:

In favour: Councillor D Bassett, Councillor S Burns, Councillor P Catney, Councillor D J Craig, Alderman O Gawith, Councillor A Martin, Alderman J Tinsley and Chair, Alderman M Gregg (8)

Against: (0)

Abstain: Councillor U Mackin (1)

(v) LA05/2024/0513/F – Proposed residential development comprising 9 dwellings (1 detached and 8 semi-detached) including all other associated site works (change of house type to plots 39-45 of Planning Approval reference LA05/2023/0292/F) and lands to the south of Mealough Road, west of Saintfield Road, approximately 64 metres northeast of 9 Mealough Rise and 65 metres northeast of 32 Mealough Drive, Carryduff

The Senior Planning Officer (GM) presented the above application as outlined within the circulated report.

The Committee received Mr T Stokes, accompanied by Mr J Fraser and Mr J Anderson, to speak in support of the application and a number of Members' queries were addressed.

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- (v) LA05/2024/0513/F – Proposed residential development comprising 9 dwellings (1 detached and 8 semi-detached) including all other associated site works (change of house type to plots 39-45 of Planning Approval reference LA05/2023/0292/F) and lands to the south of Mealough Road, west of Saintfield Road, approximately 64 metres northeast of 9 Mealough Rise and 65 metres northeast of 32 Mealough Drive, Carryduff

A number of Members' queries were responded to by Planning Officers. During questions to Planning Officers, Councillor S Burns requested legal advice in respect of how to deal with the two Section 76 Agreements that would relate to this application, should planning permission be granted.

"In Committee"

It was proposed by Councillor S Burns, seconded by Councillor D Bassett and agreed to go 'into committee' to consider this matter. Those members of the public and press in attendance left the meeting (3.00 pm).

Legal advice was provided by the Legal Advisor in respect of the two Section 76 Agreements.

Resumption of Normal Business

It was proposed by Councillor D J Craig, seconded by Councillor P Catney and agreed to come out of committee and normal business was resumed (3.06 pm).

Debate

During debate:

- Councillor D J Craig stated that he would generally be sceptical about the offsetting of responsibilities from one particular site as it would normally be done for financial reasons rather than social reasons. However, he could clearly see the merits of it in this case with regard to delivering more low cost housing. The overall delivery for the entire Carryduff area was incredibly attractive. The argument that, if there were to be tenants with less mobility and less ability to drive, which would be necessary for anyone living in this area, should be taken into account. Councillor Craig was in support of the recommendation of the Planning Officer to approve planning permission;
- Alderman J Tinsley referred to the gain of 6 additional affordable housing units, which was a benefit. There was also the argument that the proposed location was closer to the main facilities that the public would use, such as shops and bus routes. Alderman Tinsley was content with the movement of affordable housing from one site to the other and was in support of the recommendation of the Planning Officer to approve planning permission;

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- (v) LA05/2024/0513/F – Proposed residential development comprising 9 dwellings (1 detached and 8 semi-detached) including all other associated site works (change of house type to plots 39-45 of Planning Approval reference LA05/2023/0292/F) and lands to the south of Mealough Road, west of Saintfield Road, approximately 64 metres northeast of 9 Mealough Rise and 65 metres northeast of 32 Mealough Drive, Carryduff (Contd)
- Councillor U Mackin stated that he too had been sceptical about the changes with this application. However, he was content that affordable housing was not being totally abandoned on the Mealough site as there would still be 9 units. Overall, the gain in affordable housing was to be welcomed to meet the needs of that market in the Carryduff area. Councillor Mackin was in support of the recommendation of the Planning Officer to approve planning permission;
 - Councillor P Catney stated that he was in support of the recommendation of the Planning Officer to approve planning permission. It was good to see working between housing providers to get more social housing in an area where it was much needed. In response to his comments regarding looking, in the future, at streamlining Section 76 options to ensure more social housing, the Chair, Alderman M Gregg, that that would be a matter for consideration in the development of the next Local Development Plan;
 - Alderman O Gawith stated that he was in support of the recommendation of the Planning Officer to approve planning permission. This application would provide more social and affordable housing; however, he remained cynical about why the developer would be willing to do this and it was a shame that all the units originally planned for Mealough could not have continued as well as those in this application; and
 - the Chair, Alderman M Gregg, stated that he liked to see the total number of units being considered when looking at affordable housing elements. That was somewhere where the Committee and Officers failed earlier on when the new Local Development Plan was coming forward. He was glad to see that the total units here exceeded the minimum 20% requirement. He also welcomed that this was a gain as far as social housing was concerned in Carryduff and was something that was not part of the affordable housing element in Mealough. It did address the broader need of housing requirements within the greater Carryduff area. Alderman Gregg was in support of the recommendation of the Planning Officer to approve planning permission. He hoped that promises came to fruition and that Officers monitored the Mealough site and kept a close eye on the density of this site.

Vote

Having considered the information provided within the report of the Planning Officer, the Committee agreed unanimously to adopt the recommendation to approve this application, on the basis that it would be subject to a Section 76 Agreement and the modification of the existing Section 76 Agreement.

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Adjournment of Meeting

The Chair, Alderman M Gregg, declared the meeting adjourned at this point for a comfort break (3.25 pm).

Councillor D Bassett left the meeting during the comfort break.

Resumption of Meeting

The meeting was resumed at 12.31 pm.

- (vi) LA05/2023/0623/F – Proposed housing development consisting of 13 dwellings (5no. detached and 8no. semi-detached) with garages and associated site works plus pumping station. Existing dwelling No.39a Gravelhill Road to be demolished (amended plans) at 39a Gravelhill Road, Lisburn

The Senior Planning Officer (MB) presented the above application as outlined within the circulated report.

There was no-one registered to speak in respect of this application.

A number of Members' queries were responded to by Planning Officers.

Debate

There were no comments made at the debate stage.

Vote

Having considered the information provided within the report of the Planning Officer, the Committee agreed unanimously to adopt the recommendation to approve this application.

4.2 Statutory Performance Indicators – February 2025

Members were provided with information in relation to statutory performance indicators for February 2025. It was proposed by Councillor P Catney, seconded by Alderman O Gawith and agreed that this information be noted.

4.3 Appeal Decision – LA05/2018/0862/F

It was proposed by Alderman O Gawith, seconded by Councillor D J Craig and agreed that the report and decision of the Planning Appeals Commission in respect of the above appeal be noted.

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4.4 Appeal Decision – LA05/2019/1077/F

It was proposed by Alderman O Gawith, seconded by Councillor D J Craig and agreed that the report and decision of the Planning Appeals Commission in respect of the above appeal be noted.

4.5 Appeal Decision – LA05/2022/0980/O

It was proposed by Alderman O Gawith, seconded by Councillor D J Craig and agreed that the report and decision of the Planning Appeals Commission in respect of the above appeal be noted.

4.6 Appeal Decision – LA05/2022/1103/F

It was proposed by Alderman O Gawith, seconded by Councillor D J Craig and agreed that the report and decision of the Planning Appeals Commission in respect of the above appeal be noted.

4.7 Appeal Decision – LA05/2023/0087/O

It was proposed by Alderman O Gawith, seconded by Councillor D J Craig and agreed that the report and decision of the Planning Appeals Commission in respect of the above appeal be noted.

4.8 Pre-application Notice (PAN) for a proposed mixed use development comprising retail units, 67 residential units, with access arrangements, car parking, amenity space, landscaping and all other associated site works at 24 Antrim Street, Lisburn

It was proposed by Councillor P Catney, seconded by Alderman J Tinsley and agreed to note the information on the content of the Pre-application Notice and that it be submitted in accordance with the relevant section of the legislation and related guidance.

4.9 Notification by Telecommunication Operator(s) of Intention to Utilise Permitted Development Rights

It was proposed by Councillor P Catney, seconded by Councillor A Martin and agreed to note from the report, information regarding notification by telecommunication operators of intention to utilise Permitted Development Rights at a number of locations in the Council area.

In response to comments by Alderman J Tinsley regarding a telecommunication pole having been erected on a constituent's property which was blocking sightlines, the Head of Planning & Capital Development asked that he pass details to the Enforcement Team in order that a conversation could be had with the appropriate operator, if necessary.

4.10 Letter to Chief Executive in respect of Planning Fee Regulations

It was proposed by Alderman O Gawith, seconded by Councillor P Catney and agreed that the planned uplift in planning fees be noted.

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4.11 Local Development Plan 2032 Quarterly Update

It was proposed by Councillor A Martin, seconded by Alderman O Gawith and agreed that the update on progress with the Local Development Plan be noted.

4.12 Enforcement Quarterly Update

It was proposed by Alderman J Tinsley, seconded by Councillor P Catney and agreed that the planning enforcement update in respect of the caseload be noted.

Alderman J Tinsley paid tribute to the hard work of the Enforcement Team.

5. Any Other Business

5.1 Date of Next Meeting

The Chair, Alderman M Gregg, advised that the next meeting of the Committee would be held on Monday, 12 May, 2025.

Conclusion of the Meeting

At the conclusion of the meeting, the Chair, Alderman M Gregg, thanked those present for their attendance.

There being no further business, the meeting was terminated at 4.17 pm.

Chair/Mayor

Committee:	Full Council Meeting
Date:	27 May 2025
Report from:	Chief Executive

Item for:	Decision
Subject:	Requirement to enter into a Section 76 planning agreement for planning application LA05/2022/0447/F

1.0 **Background**

1. Section 76 (1) of the Planning Act (Northern Ireland) 2011 (the Act) provides that any person with an estate in land may enter into an agreement with the relevant authority to:
 - Facilitate or restrict the development or use of land in any specified way;
 - Require specified operations or activities to be carried out in, on, under or over land;
 - Require the land to be used in a specified way;
 - Require a sum or sums to be paid to the planning authority or to a Northern Ireland government department on specified date/dates or periodically.

Key Issues

1. It was resolved at a meeting of the Planning Committee on 03 February 2025 to grant planning permission for the erection of nineteen dwellings, consisting of fourteen detached dwellings and five apartments landscaping and all other associated site works on lands 62 metres South East of 11 Woodfort Gardens and approximately 47 metres south east of 48 Fairfields Meadow, Lisburn.
2. The recommendation presented was subject to the developer entering into a Section 76 planning agreement to ensure that adequate provision is made for affordable housing as an integral part of the development in accordance with Policy HOU10 of the Lisburn and Castlereagh City Council Local Development Plan.
3. The developer covenants that three dwellings will be provided as affordable housing to meet the requirement of the policy. This is found at Schedule One of the agreement and the wording is consistent with the recommendation in the planning report that was agreed by the Planning Committee
4. The specific requirements of the agreement are that the affordable housing requirement will be met prior to the occupation of the sixteenth residential unit.
5. A copy of the Agreement is attached (**see Appendix**) and is also to be entered into under Article 8 of the Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002 and Section 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers must also accord with the Strategic Planning Policy Statement for Northern Ireland.

	<p>6. Under the Planning Act (NI) 2011 the Agreement must be sealed by the Council under the Council's constitution the signing of legal documents and the affixing of the corporate seal is delegated to the Chief Executive.</p>	
2.0	<p><u>Recommendation</u></p> <p>It is recommended that the Council consider the above and that approval be granted to the signing and sealing of this Agreement by the Mayor and Chief Executive.</p>	
3.0	<p><u>Finance and Resource Implications</u></p> <p>The Developers shall pay to the Council on completion of this Deed the legal costs of the Council incurred in the negotiation, preparation and execution of this Deed. The Developers shall also pay to the Council on completion of this Deed a fee as a contribution towards the Council's costs of monitoring the implementation of this Deed.</p>	
4.0	<p><u>Equality/Good Relations and Rural Needs Impact Assessments</u></p>	
4.1	Has an equality and good relations screening been carried out?	No
4.2	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to EQIA screening	
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	No
4.4	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to RNIA screening.	

Appendices:	<p>APPENDIX 1a – Section 76 Agreement</p> <p>APPENDIX 1b – Site map</p> <p>APPENDIX 1C – Affordable Housing</p>
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Dated

2025

LISBURN & CASTLEREAGH CITY COUNCIL (1)
and
MAGHERALAVE DEVELOPMENTS LTD (2)

**PLANNING AGREEMENT UNDER SECTION 76 OF THE PLANNING ACT
(NORTHERN IRELAND) 2011 RELATING TO LANDS 62M SOUTH EAST OF
NO. 11 WOODFORT GARDENS AND APPROX. 47M SOUTH EAST OF NO. 48
FAIRFIELDS MEADOW LISBURN**

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THIS DEED is made on the day of 2025

BETWEEN

- (1) **LISBURN & CASTLEREAGH CITY COUNCIL** of Civic Centre, Lagan Valley Island, Lisburn, BT27 4RL (“the **COUNCIL**”).
- (2) **MAGHERALAVE DEVELOPMENTS LTD** of 336 Upper Floors Lisburn Road, Belfast, Northern Ireland, BT9 6GH (the “**DEVELOPER**”).

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the Planning Act (Northern Ireland) 2011 for the area in which the Property is situated.
- (B) The Owner is the freehold owner of the Property free from encumbrances.
- (C) The Developer has made the Planning Application and is proposing to carry out the Development upon the Property.
- (D) This deed seeks to secure the delivery of 4 Affordable Housing Units at the Property. The delivery of the Affordable Housing will be secured by the Developers Covenants to the Council within Schedule 1 of this deed.
- (E) The Council having regard to the provisions of the Local Plan and to all other material considerations resolved at its meeting on 3 February 2025 to grant the Planning Permission on foot of the Planning Application for the Development, subject to the prior completion of this agreement.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed:

1.1 Definitions:

“Affordable Housing” means housing that is provided outside of the general market for those whose needs are not met by the market. Affordable housing which is funded by Government must remain affordable or alternatively there must be provision for the public subsidy to be repaid or recycled in the provision of new affordable housing and includes any of:

- 1 Social Rented Housing;
- 2 Intermediate Housing for sale; or
- 3 Intermediate Housing for Rent.

“Affordable Housing Units” Residential Units no 37a, 60, 60a and 60b to be provided for Affordable Housing.

“Available Occupation” **for** means together the following:

- a) available for Occupation; and
- b) the issuance of a Building Regulations Completion Certificate pursuant to the Building Regulations (Northern Ireland) 2012 (as amended)

“Base Rate” the higher of 2% and the base rate from time to time of the Bank of England.

“Commencement of Development” the carrying out in relation to the Development of any material operation as defined by section 63 of the Planning Act but disregarding for the purposes of this deed and for no other purpose, the following operations:

- demolition works;
- site clearance;
- ground investigations;
- site survey works;
- temporary access construction works;

- archaeological investigation; and
- erection of any fences and hoardings around the Property.

Commence and **Commences** shall be construed accordingly.

"Commencement Date"	the date the Commencement of Development occurs.
"Default Interest Rate"	2% per annum above the Base Rate.
"Development"	the development of the Property authorised by the Planning Permission.
"Intermediate Housing"	means those Dwelling Units which shall be co-ownership, shared ownership or Intermediate Housing for Rent or such other product to be agreed in writing by the Council. Intermediate Housing means housing that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rents and usually only made available to prospective tenants based on the household's total income or the proportion of the total income likely to be spent on housing costs.
"Intermediate Housing for Rent"	means housing delivered by a Registered Housing Association that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rent and usually only made available to prospective tenants based on the household's total income or the proportion of the total income likely to be spent on housing costs.
"Local Plan"	[TBC]
"Monitoring Fee"	means £1,750 being the fee payable to the Council towards its reasonable and proper costs in monitoring compliance with this Deed, such figure to increase by the rate of inflation of the Consumer Price Index on an annual basis until the Commencement of Development or until the Monitoring Fee is paid (whichever is the sooner);
"Occupation"	the physical use of land or buildings permitted by the Planning Permission but not including occupation by personnel engaged in construction or fitting out, or occupation for marketing and display, or occupation in relation to security operations and Occupy, Occupied and Occupier shall be construed accordingly.
"Plan"	means the plan showing the Property edged in red and attached to this Deed at Annex A;

“Planning Application”	the application for full planning permission submitted to the Council on 12 April 2022 for the <i>“Erection of 20no dwellings (including change of house types to sites 17-21, 26-30 and 37 of previous approval LA05/2018/0196/F), landscaping and all other associated site works. (amended description)”</i> and assigned reference LA05/2022/0447/F.
“Planning Permission”	the planning permission resolved to be issued by the Planning Committee of the Council on foot of the Planning Application.
“Property”	The freehold property at Magheralave Road, Lisburn as shown indicatively edged red on the Plan and registered at Land Registry under Folios ANN224371 and AN147247 and as set out in the Certificate of Title.
“Residential Unit(s)”	a building or part of a building constructed pursuant to the Planning Permission intended for use as a separate dwelling in the occupation of one household and which shall include, without prejudice to the generality for the foregoing, an apartment, a maisonette, a semi-detached dwelling, a town house or terrace property or a detached dwelling house.
“Social Housing”	Rented those Dwelling Units to be provided at an affordable rent by a Registered Housing Association made available to households in housing need and offered in accordance with the common selection scheme administered by NIHE which prioritises households living in unsuitable or insecure accommodation
“Working Day”	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in Northern Ireland.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

- 2.1 This deed constitutes a planning agreement for the purposes of section 76 of the Planning Act.
- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 76 of the Planning Act and are entered into by the Developer with the knowledge that they bind the interests held by those persons in the Property.
- 2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council in accordance with section 76 of the Planning Act.
- 2.4 Insofar as any of the covenants, restrictions or obligations contained in this deed are not planning obligations within the meaning of the Planning Act, they are entered into freely by the Council and the Developer pursuant to Article 8 of The Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002, Article 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers with the intention that they bind the interests held by those persons in the Property, and their successors and assigns.

3. CONDITIONALITY

All obligations contained within this deed shall come into effect and bind the Property from the date of the Commencement of Development.

4. COVENANTS TO THE COUNCIL

The Developer covenants with the Council to observe and perform the covenants, restrictions and obligations contained in Schedule 1.

5. RELEASE

5.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Property to which the breach relates, except in respect of any breach subsisting prior to parting with such interest.

5.2 Any individual purchaser of a Residential Unit within the Development shall not be held liable for a breach any breach of a covenant, restriction or obligation contained in this deed.

6. DETERMINATION OF DEED

6.1 The obligations in this deed (with the exception of clause 8) shall cease to have effect if before the Commencement of Development, the Planning Permission:

6.1.1 expires;

6.1.2 is varied or revoked other than at the request of the Developer; or

6.1.3 is quashed following a successful legal challenge (including on foot of an application for judicial review pursuant to Order 53 of The Rules of the Court of Judicature (NI) 1980).

7. STATUTORY CHARGE

This deed shall be registered as a statutory charge in the statutory charges register pursuant to section 245 of the Planning Act.

8. COUNCIL'S COSTS

The Developer shall pay to the Council on or before the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the negotiation, completion and registration of this deed.

9. INTEREST ON LATE PAYMENT

If any sum or amount has not been paid to the Council by the date it is due under this deed, the Developer shall pay the Council interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

10. OWNERSHIP

The Developer warrants that no person other than the Developer has any legal or equitable interest in the Property.

11. REASONABLENESS

Any approval, consent, direction, authority, agreement or action to be given by the Council under this deed shall not be unreasonably withheld or delayed.

12. CANCELLATION OF ENTRIES

If this deed is determined pursuant to clause 6 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Developer or any successors in title cancel all entries made in the statutory charges register in respect of this deed.

13. DISPUTES

- 13.1 Any dispute, controversy or claim arising out of or relating to this deed, including any question regarding its breach, existence, validity or termination or the legal relationships established by this deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

- 13.1.1 the tribunal shall consist of one arbitrator appointed jointly by the parties;
- 13.1.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the Northern Ireland Chair for the time being of the Royal Institution of Chartered Surveyors;
- 13.1.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- 13.1.4 the seat of the arbitration shall be Belfast.

14. NO FETTER OF DISCRETION

Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities. In particular, nothing in this deed shall fetter the powers of the Council under the Planning Act relating to its determination of any planning application lodged in the future relating to the Property.

15. **WAIVER**

No failure or delay by the Council to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16. **FUTURE PERMISSIONS**

- 16.1 This deed, to the extent outlined in the First Schedule restricts the use of the Property pursuant to the Planning Permission in accordance with Section 76 of the Planning Act unless otherwise agreed by amendment to this deed in accordance with the Planning Act.
- 16.2 Nothing in this deed shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (except for the Planning Permission or any modification, variation or amendment thereof pursuant to section 54 of the Planning Act which shall be so bound) granted after the date of the Planning Permission.

17. **AGREEMENTS AND DECLARATIONS**

- 17.1 The parties agree that:
 - 17.1.1 nothing in this deed (including the covenants contained within Schedule 1 to this deed) constitutes a planning permission or an obligation to grant planning permission; and
 - 17.1.2 nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

18. **NOTICES**

- 18.1 Any notice or other communication to be given under this deed must be in writing and must be:
 - 18.1.1 delivered by hand; or
 - 18.1.2 sent by pre-paid first class post or other next working day delivery service.
- 18.2 Any notice or other communication to be given under this deed must be sent to the relevant party as follows:

- 18.2.1 to the Council at the Council's Civic Headquarters, Lagan Valley Island, Lisburn, BT27 4RL marked for the attention of the Head of Planning; and
 - 18.2.2 to the Developer at the address shown in this agreement,
- or as otherwise specified by the relevant party by notice in writing to each other party.
- 18.3 Any notice or other communication given in accordance with clause 18.1 and clause 18.2 will be deemed to have been received:
- 18.3.1 if delivered by hand, on signature of a delivery receipt provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
 - 18.3.2 if sent by pre-paid first class post or other next working day delivery service, at 9 a.m. on the second Working Day after posting.
- 18.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. **THIRD PARTY RIGHTS**

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

20. **GOVERNING LAW**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Northern Ireland.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as a deed by a duly authorised
proper officer of the Council in the
presence of:

.....

COUNCIL PROPER OFFICER

.....

SIGNATURE OF WITNESS

NAME

ADDRESS

OCCUPATION

Executed as a deed by
Magherlave Developments Ltd acting by a
director in the presence of:

.....
Director

.....
SIGNATURE OF WITNESS
NAME
ADDRESS
OCCUPATION

SCHEDULE 1 COVENANTS TO THE COUNCIL

The Developer covenants with the Council as follows:

1. AFFORDABLE HOUSING

- 1.1. That not less than 20% of the Residential Units constructed in accordance with the Planning Permission, being a minimum of 4 no. Residential Units shall be provided as Affordable Housing.
- 1.2. The Developer covenants with the Council that the Affordable Housing Units will be the Residential Units provided as Affordable Housing located as shown coloured purple on Plan 1 at Annex B unless otherwise agreed by the Council in advance of Occupation in writing.
- 1.3. Prior to Occupation of 12th Residential Unit within the Development, the Developer will construct and make Available for Occupation the Affordable Housing Units.

2. NOTIFICATION

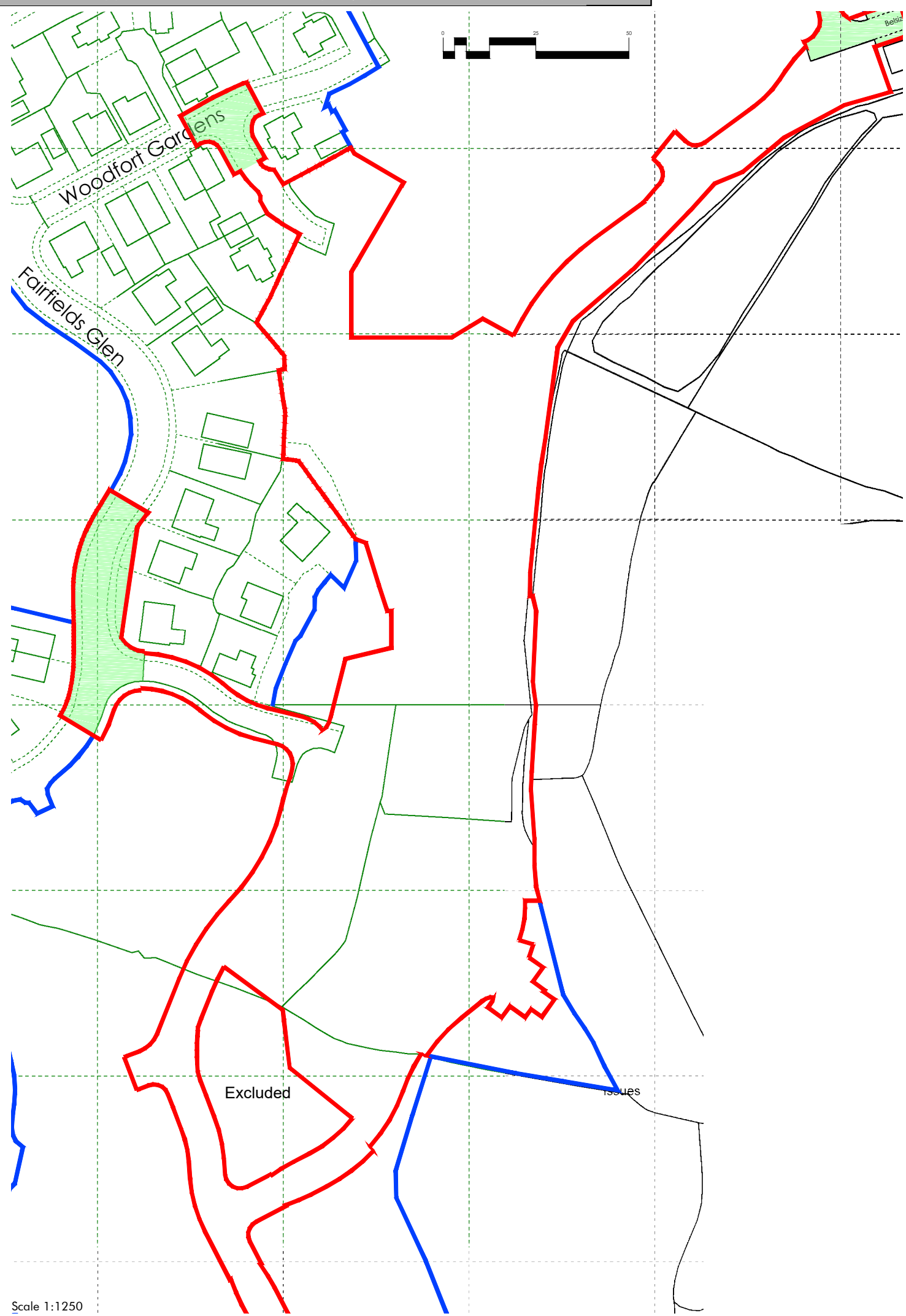
The Developer Covenants with the Council to notify the Council of any of the following:

- 2.1. The Commencement of Development at the Site by serving a written notice at least 7 Working Days prior to the Commencement of Development.
- 2.2. The Occupation Date of each of the Affordable Housing Residential Units at the Site within 10 Working Days of its occurrence along with evidence demonstrating that each of the Affordable Housing Residential Units has been provided as Affordable Housing.

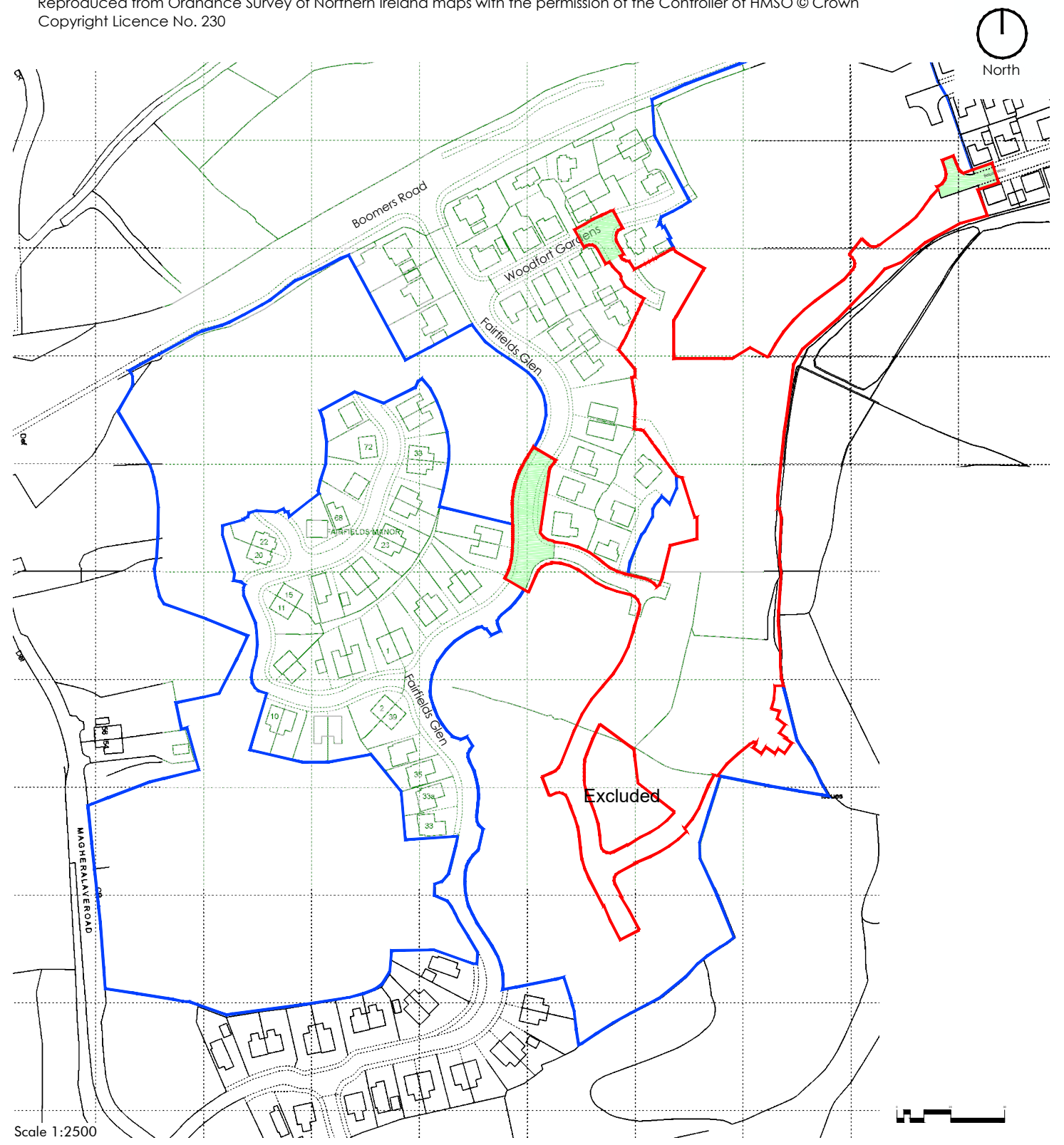
ANNEX A – PLAN 1 – THE PROPERTY

ANNEX B – AFFORDABLE HOUSING

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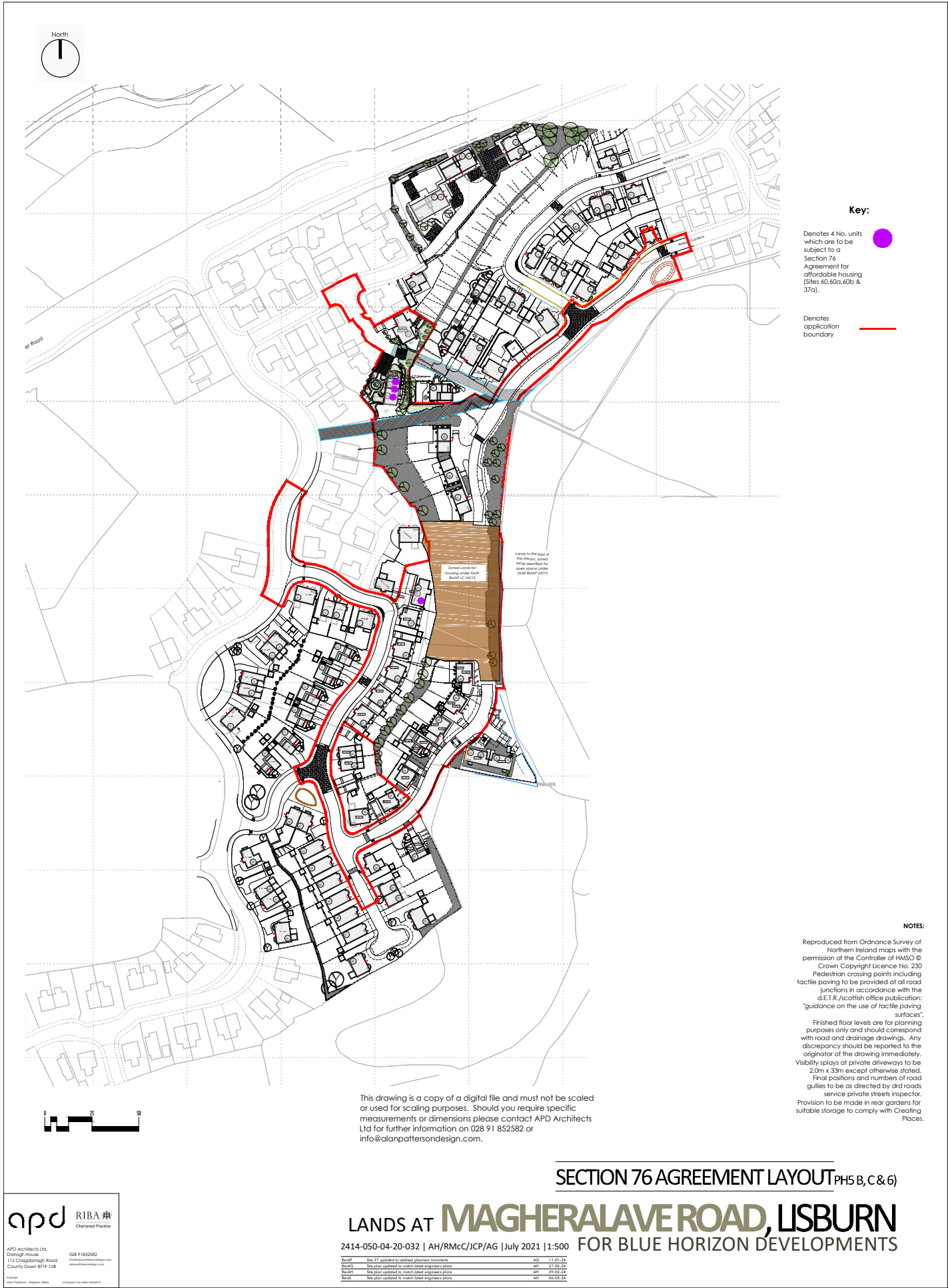


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Location Plan 1.89 Hectares

LANDS AT **MAGHERALAVE ROAD, LISBURN**

2414-010-34-LP-001 | OSNI/AH | Sept 2020 FOR BLUE HORIZON DEVELOPMENTS



Committee:	Full Council Meeting
Date:	27 May 2025
Report from:	Chief Executive

Item for:	Decision
Subject:	Requirement to enter into a Section 76 planning agreement for planning application LA05/2021/1007/F

1.0 **Background**

1. Section 76 (1) of the Planning Act (Northern Ireland) 2011 (the Act) provides that any person with an estate in land may enter into an agreement with the relevant authority to:
 - Facilitate or restrict the development or use of land in any specified way;
 - Require specified operations or activities to be carried out in, on, under or over land;
 - Require the land to be used in a specified way;
 - Require a sum or sums to be paid to the planning authority or to a Northern Ireland government department on specified date/dates or periodically.

Key Issues

1. It was resolved at a meeting of the Planning Committee on 12 May 2025 to grant planning permission for a proposed residential development consisting of one detached dwelling, two semi-detached dwellings and eight apartments in two blocks plus associated site work including sewerage treatment plant and one new access onto Comber Road Belfast.
2. The recommendation presented was subject to the developer entering into a Section 76 planning agreement to ensure that adequate provision is made for affordable housing as an integral part of the development in accordance with Policy HOU10 of the Lisburn and Castlereagh City Council Local Development Plan.
3. The developer covenants that three dwellings will be provided as affordable housing to meet the requirement of the policy. This is found at Schedule One of the agreement, and the wording is consistent with the recommendation in the planning report that was agreed by the Planning Committee.
4. The specific requirements of the agreement are that prior to occupation of the tenth Residential Unit permitted by the planning permission, a minimum of three Affordable Housing Units shall be available for occupation.

	<p>5. A copy of the Agreement is attached (see Appendix) and is also to be entered into under Article 8 of the Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002 and Section 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers must also accord with the Strategic Planning Policy Statement for Northern Ireland.</p> <p>6. Under the Planning Act (NI) 2011 the Agreement must be sealed by the Council under the Councils constitution the signing of legal documents and the affixing of the corporate seal is delegated to the Chief Executive.</p>	
2.0	<p><u>Recommendation</u></p> <p>It is recommended that the Council consider the above and that approval be granted to the signing and sealing of this Agreement by the Mayor and Chief Executive.</p>	
3.0	<p><u>Finance and Resource Implications</u></p> <p>The Developers shall pay to the Council on completion of this Deed the legal costs of the Council incurred in the negotiation, preparation and execution of this Deed. The Developers shall also pay to the Council on completion of this Deed a fee as a contribution towards the Council's costs of monitoring the implementation of this Deed.</p>	
4.0	<p><u>Equality/Good Relations and Rural Needs Impact Assessments</u></p>	
4.1	Has an equality and good relations screening been carried out?	No
4.2	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to EQIA screening	
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	No
4.4	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to RNIA screening.	

Appendices:	<p>APPENDIX 1a – Section 76 Agreement</p> <p>APPENDIX 1b – Site map</p> <p>APPENDIX 1C – Site plan</p>
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Agreement

under Section 76 of the Planning Act
(Northern Ireland) 2011

relating to land to the rear of 7-23
Ferndene Park, Ballymaglaff,
Dundonald, BT16 2ES

- (1) Lisburn and Castlereagh City Council
- (2) HON Properties Ltd

Planning Application LA05/2021/1007/F

Dated 2025

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Schedules

- 1 The Application Site
- 2 The Developer’s Obligations
- 3 The Council’s Obligations

Annex

Land Registry Maps and Folios

This agreement is made the _____ day of _____ 2025

Between:

- (1) **Lisburn and Castlereagh City Council** of Civic Headquarters, Lagan Valley Island, Lisburn, County Antrim, BT27 4RL (“the **Council**”)
- (2) **HON Properties Limited** of Donegall House, 7 Donegall Square North, Belfast, BT1 5GB (“the **Developer**”)

Recitals

- A. The Council is the local planning authority for the purposes of the Planning Act (Northern Ireland) 2011 for the area in which the Development is situated and has various planning functions under the Act and is entitled to make this Agreement by virtue of section 76 thereof.
- B. The existence of this Agreement is a material consideration in the determination by the Council of the Planning Application
- C. The Developer holds the interests in the land forming part of the Development which comprises lands in Folios DN10084, DN164961, DN147349 and DN146644 County Down shown on the Land Registry maps Annexed hereto.

It is agreed as follows:

1 Definitions and interpretation

- 1.1 In this agreement, unless the context otherwise requires, the following words have the following meanings:

Act The Planning Act (Northern Ireland) 2011 or any re-enactment or modification of it for the time being in force

Affordable Housing means housing that is provided outside of the general market for those whose needs are not met by the market. Affordable housing which is funded by Government must remain affordable or alternatively there must be provision for the public subsidy to be repaid or recycled in the provision of new affordable housing and includes any of:

- 1 Social Rented Housing;
2 Intermediate Housing for sale; or
3 Intermediate Housing for Rent.

Affordable Housing Units	A minimum of 3 Residential Units to be provided for Affordable Housing within the Application Site
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Application Site	Lands to the rear of 7-23 Ferndene Park, Ballymaglaff, Dundonald, BT16 2ES as shown in Plan 1
Available for Occupation	means together the following: <ul style="list-style-type: none"> a) available for Occupation; and b) the issuance of a Building Regulations Completion Certificate pursuant to the Building Regulations (Northern Ireland) 2012 (as amended)
Commencement	The carrying out of any material operation in relation to the Development as defined by section 63(2) of the Planning Act but disregarding for the purposes of this Agreement and for no other purpose, the following operations: site clearance; demolition works; excavation works; ground investigations; site or soil investigations or surveys; remedial action in respect of any contamination; temporary access construction works; diversion of services and installation of services for construction purposes only; archaeological investigation; interim landscaping; erection of any fences and hoardings around the Development; noise attenuation works for the erection of hoardings and fences; and the relocation of any NIE substation and any works associated exclusively with the same
Development	Erection in accordance with the Planning Permission of a residential development consisting of 1 No. detached dwelling, 2 No. semi-detached dwellings and 8 No. apartments in 2 No. blocks plus associated site work including sewerage treatment plant and 1 No. new accesses onto Comber Road (total 11 No. units) and shown for indicative purposes on Plan 2.
“Intermediate Housing”	means those Residential Units which shall be co-ownership, shared ownership or Intermediate Housing for Rent or such other product to be agreed in writing by the Council. Intermediate Housing means housing that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rents and usually only made available to prospective tenants based on the household's total income or the proportion of the total income likely to be spent on housing costs
“Intermediate Housing for Sale”	means shared ownership housing provided through a Registered Housing Association (for example, the Co Ownership Housing Association) in order to help households who can afford a small mortgage, but that are not able to afford to buy a property outright. The property is split between part ownership by the householder and part social renting from the Registered Housing Association. The proportion of property ownership and renting can vary depending on

	householder circumstances and preferences;
“Intermediate Housing for Rent”	means housing delivered by a Registered Housing Association that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rent and usually only made available to prospective tenants based on the household’s total income or the proportion of the total income likely to be spent on housing costs.
Monitoring Fee	means £5000 being the fee payable to the Council towards its reasonable and proper costs in monitoring compliance with this Deed, such figure to increase by the rate of inflation of the Consumer Price Index on an annual basis until the Commencement of Development or until the Monitoring Fee is paid (whichever is the sooner);
Occupation	Actual occupation of the Development once construction has been completed, but shall not include occupation for the purposes of construction or fitting out or for marketing purposes or display, or occupation in relation to security operations; and “Occupied” shall be construed accordingly
Plan 1	The plan at Schedule 1 reference 2411 01B
Plan 2	The plan at Schedule 1 reference 2411 03A
Planning Application	The application made on behalf of the Developer to the Council for full planning permission to develop the Application Site under reference LA05/2021/1007/F
Planning Permission	the Planning Permission to be granted pursuant to the Planning Application
Reasonable endeavours	Means to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money as in all the circumstances (including any adverse commercial implications to the party to perform such obligation) may be reasonable
Residential Unit	Means a building or part of a building constructed on any part of the Application Site pursuant to the Planning Permission, any Reserved Matters Approval or Full Permission as the case may be intended for use as a separate dwelling in the occupation of one household and which shall include, without prejudice to the generality of the foregoing, an apartment, a maisonette, a semi-detached dwelling, a town house or terrace property and a detached property
Social Rented Housing	those Dwelling Units to be provided at an affordable rent by a Registered Housing Association made

available to households in housing need and offered in accordance with the common selection scheme administered by NIHE which prioritises households living in unsuitable or insecure accommodation.

- 1.2 In this agreement, unless the context otherwise requires:
 - 1.2.1 any reference to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time;
 - 1.2.2 unless context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or provision;
 - 1.2.3 any reference to a person shall be construed as a reference to any natural person, firm, company, corporation, corporate body whoever and however incorporated or established, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
 - 1.2.4 any reference to the singular shall include the plural and vice versa;
 - 1.2.5 any reference to the masculine gender shall include the feminine and neuter and vice versa;
 - 1.2.6 the table of contents and headings are inserted for ease of reference only and shall not affect the construction of this agreement;
 - 1.2.7 where any party comprises two or more persons, any obligations of that party in, under or arising from this agreement is undertaken by or binding upon such two or more persons jointly and severally;
 - 1.2.8 references to any party to this agreement shall include:
 - 1.2.8.1 that party's personal representatives, successors-in-title and to any deriving title to or under that party and permitted assignees and in the case of any local authority shall also include any successor in function; and
 - 1.2.8.2 in the case of the Mortgagee, any appointed receiver, administrative receiver, administrator, or any other person appointed under any security documentation to enable the Mortgagee to realise its security.
 - 1.2.9 references to numbered clauses, schedules or paragraphs are references to the relevant clauses or schedules in this agreement or the relevant paragraph of this agreement respectively;
 - 1.2.10 where in this agreement any approval or consent or a certificate is required to be given by the Council then such approval or consent shall unless otherwise stated be given by such officer as the Council shall from time to time notify in writing to the Developer;
 - 1.2.11 where the consent approval or agreement of any party to this agreement is required for any purpose under or in connection with its terms it shall be made in writing and any such consent approval or agreement shall not be unreasonably withheld or delayed;

- 1.2.12 all payments in accordance with the terms of this agreement shall be exclusive of any VAT payable in respect of it.

2 Conditionality

With the exception of clauses 13 (Jurisdiction) and 14 (Delivery), which shall come into effect immediately, this agreement is conditional upon the grant and issue of the Planning Permission and the Commencement of Development.

3 Statutory provisions and covenants

- 3.1 This agreement is entered into pursuant to the provisions of section 76 of the Act and shall be deemed to be planning obligations in respect of the Application Site for the purposes of that section but without prejudice to all and any other means of enforcing them at law or in equity or by statute.
- 3.2 The covenants and obligations created by this agreement are planning obligations for the purposes of Section 76 of the Act and any other enabling powers and are enforceable by the Council as the Relevant Authority under the Act.
- 3.3 Insofar as any of the covenants in this deed are not planning obligations within the meaning of the Act, they are entered into freely by the Developer and by the Council by virtue of Article 8 of The Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002, Article 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers.
- 3.4 The expressions “the Council”, and the “Developer” shall include their successors in title and assigns.
- 3.5 This agreement shall cease to have effect in respect of any then outstanding obligations in the event that the Planning Permission is revoked, expires, is modified without the Developer’s consent or is quashed following successful legal challenge, or the Application Site is subject to a new planning permission which results in the Application Site being approved for a use other than that stated in the Planning Permission.
- 3.6 Nothing in this agreement shall prohibit or limit the right to develop any part of the Planning Application Site in accordance with a planning permission or lawful development rights (other than one relating to the Development as specified in the Planning Application) after the date of this agreement.
- 3.7 No person will be liable for any breach of this agreement unless they hold an interest in that part of the Application Site in respect of which such breach occurs or hold such an interest at the date of the breach provided that the person shall remain liable for any antecedent breach.

4 Developer Obligations

- 4.1 The Developer covenants with the Council as follows:
- 4.1.1 To comply with, undertake and perform the covenants, obligations and restrictions in Schedule 2 of this agreement on behalf of itself and its successors in title and all persons claiming through or under it so as to bind each and every part of the Application Site and the Development.

5 Council Obligations

- 5.1 The Council covenants with the Developer as follows:
 - 5.1.1 To grant the Planning Permission as soon as is practicable.
 - 5.1.2 To comply with, undertake and perform the covenants, obligations and restrictions in Schedule 3 of this agreement.

6 Notices

- 6.1 Any notice or consent required or permitted under this agreement shall be in writing and shall be sent by first class registered post or hand delivery.
- 6.2 There shall be no right to serve notices or consents by email but if a party chooses to do so and the other party agrees email may be used.
- 6.3 Unless otherwise notified by one party to the other in writing from time to time, for the purposes of this clause the parties' contact details are as follows:
 - 6.3.1 Council:
 - (a) Addressed to: Head of Service for Planning and Capital Development
 - (b) Address: Civic Headquarters, Lagan Valley Island, Lisburn, BT27 4RL
 - (c) Telephone: 02892447570
 - 6.3.2 The Developer:
 - (a) Addressed to: The Directors, HON Properties Limited
 - (b) Address: Donegall House, 7 Donegall Square North, Belfast, BT1 5GB
 - (c) Telephone: [TBC]
- 6.4 Subject to Clause 7.5 below any such notice, consent or other document shall be deemed to have been duly received:
 - 6.4.1 if despatched by first class, registered post – 48 hours from the time of posting to the relevant party (excluding the period from 5pm on a Friday to 8am on a Monday); or
 - 6.4.2 if despatched by hand delivery – at the time of actual delivery; or
 - 6.4.3 if despatched by email – 24 hours after the time of the despatch (excluding the period from 5pm on a Friday to 8am on a Monday).
- 6.5 In proving service by post it will be sufficient (unless any relevant part of the postal service is affected by industrial action) to prove that the envelope containing the notice was duly stamped addressed and posted (subject to clause 7.3) to the addresses specified in clause 8.3 of this agreement. In proving service by email it shall be sufficient to prove that it was properly addressed and dispatched to the numbers or address specified in clause 8.3.
- 6.6 A party shall not attempt to prevent or delay the service on it of a notice under this agreement.

- 6.7 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

7 Waiver

- 7.1 No delay or failure on the part of any party in enforcing any provision in this agreement or by law shall be deemed to constitute a waiver or create a precedent or in any way prejudice any party's rights under this agreement.
- 7.2 The rights and remedies provided in this agreement are cumulative and are additional to any rights or remedies provided by law.

8 Miscellaneous

- 8.1 If any party defaults in the payment when due of any sum payable under this agreement (whether pursuant to a court order or otherwise) the liability of that party in default shall be increased to include interest on such sum from the date when such payment was due until the date of actual payment at a rate of 2% above the base rate from time to time of Bank of England such interest shall accrue from day to day and shall be compounded annually.
- 8.2 Nothing in this agreement fetters or restricts the exercise by the Council of any of its powers as Local Planning Authority including, without limitation, the right of the Council to seek injunctive relief as per paragraph 13.
- 8.3 This agreement and the Schedules to it shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to in it and the subject matter of it and shall supersede any previous agreement(s), prior drafts, undertakings, representations, warranties and arrangements of any nature whatsoever whether or not in writing between the parties in relation to the matters referred to in this agreement or in connection with the subject matter of it.
- 8.4 Each of the parties acknowledges and agrees that it has not been induced to enter into this agreement in reliance upon, and has not given, any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as expressly set out in this agreement.
- 8.5 Nothing in this agreement shall operate to exclude or limit any liability for fraud.
- 8.6 If any provision in this agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of it shall not in any way be deemed to be affected or impaired.
- 8.7 The Developer warrants to the Council that they have not leased mortgaged charged or otherwise created any interest in the Application Site at the date of this agreement.
- 8.8 This agreement is a deed.

9 Statutory Charge

- 9.1 This deed is registrable as a statutory charge in accordance with section 76 and section 245 of the Act and shall be registered as a statutory charge on the Statutory Charges Register by the Council. The parties consent to the registration of this deed as a statutory charge on Folios DN10084, DN164961, DN147349 and DN146644 County Down.

- 9.2 Following the satisfactory performance and satisfaction of the obligations contained in the Second Schedule to this deed the Council shall, upon written request from the Developer, provide written confirmation of the discharge of those obligations and effect the cancellation of all entries made in the statutory charges register in respect of this deed.

10 Third parties

Each party declares and confirms that with the exception of any person who becomes an Owner, Developer, Lessee, or Mortgagee of the Application Site no term of this agreement is enforceable under the Contract (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement.

11 Jurisdiction

Each party irrevocably agrees that the Courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims) and that it is governed in accordance with the law of Northern Ireland.

12 Delivery

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

14 Dispute Resolution

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with the Deed will, except as otherwise expressly provided, be referred to the Courts of Northern Ireland for final determination and the parties agree that the courts of Northern Ireland shall have exclusive jurisdiction in respect of all matters under or in connection with this Deed.

In witness this deed has been executed and delivered on the date appearing at the top of page 1.

The Corporate Seal of
Lisburn and Castlereagh City Council
was affixed to this deed (which is
not delivered until dated)
in the presence of:

)
) Lord Mayor
)
)
)

Chief Executive

Executed as a deed by
HON Properties Limited

(which is not delivered until dated)
in the presence of

)
)
)
)
)

Witness signature:

Name:

Address:

Occupation:

Schedule 1

Application Site Location - Plan 1

Proposed Site Layout Plan – Plan 2

Schedule 2

The Developer's Obligations

The Developer covenants to comply with and perform the following;

1 Affordable Housing

- 1.1 A total of 3 Residential Units in the Development shall be provided as Affordable Housing Units in accordance with Policy HOU10 of the Lisburn & Castlereagh City Council Local Development Plan 2032 Plan Strategy.
- 1.2 The Affordable Housing Units shall be located as shown in Plan 2 in Schedule 1.
- 1.3 Prior to Occupation of the 8th Residential Unit permitted by the Planning Permission a minimum of 3 Affordable Housing Units shall be Available for Occupation.

2 Legal Costs

- 2.1 On the completion of this Deed, to pay the Council's reasonable legal costs in the preparation, negotiation and completion of this deed (subject to clause 10.1.)

3. Monitoring Fee

- 3.1 On the completion of this Deed, the Developer shall pay to the Council the Monitoring Fee.

4. Notification

- 4.1 To notify the Council in writing within 14 working days of any of the following:
 - a. The Commencement of Development;
 - b. First Occupation of the Development;
 - c. Completion of the Development; and
 - d. any disposal of its interest in the Application Site and of the name and address of the new owner

Schedule 3

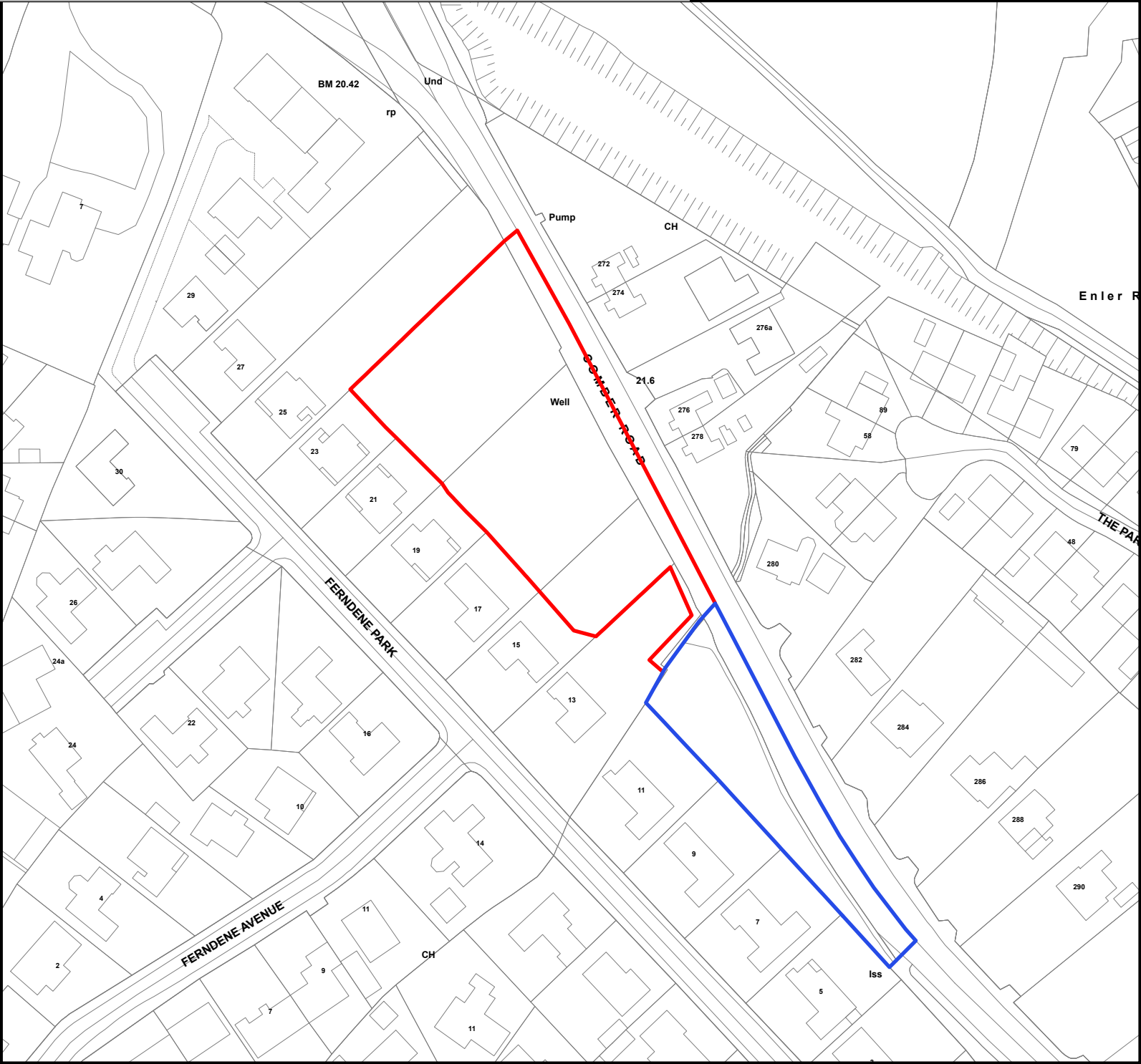
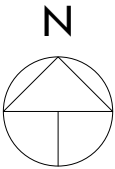
The Council's Obligations

The Council covenants to comply with and perform the following;

The Council agrees to consider and determine any matters arising out of this Deed as soon as reasonably practicable.

Annex

Land Registry Maps and Folios



A:16.1.25 REDLINE REVISED FOLLOWING PLANNING SERVICE CONSULTATION.
B:17.1.25 REDLINE REVISED FOLLOWING PLANNING SERVICE CONSULTATION.

ARCHION
DESIGN LIMITED
ARCHITECTURE BY DESIGN

107 Downpatrick Road
T: 07838161476
T: <https://twitter.com/ArchionL>

Ballynahinch County Down
E: Archion_design@protonmail.com
W: https://www.instagram.com/archion_design_ltd/

Northern Ireland
E: coltonryan@gmail.com
W: https://www.instagram.com/archion_design_ltd/

BT24 8SL

2411 01B

CLIENT: HON PROPERTIES LIMITED

RESIDENTIAL DEVELOPMENT COMBER ROAD DUNDONALD

SITE LOCATION PLAN

SCALE
DATE
DRG BY
CHK BY

1:1250
NOV 2024
RC
RC

KEY:

A

PROPOSED HOUSE TYPE

FFL = 62.800

PROPOSED FINISH FLOOR LEVEL

65.715

PROPOSED ROAD LEVELS

65.715

PROPOSED DRIVEWAY LEVEL

65.370

EXISTING SURVEY LEVELS

63.000

PROPOSED SPOT LEVELS

SCHEDULE OF ACCOMMODATION

- 1 NO (4 BED) DETACHED HOUSE
- 2 NO (3 BED) SEMI-DETACHED DWELLINGS
- 8 NO (2 BED) APARTMENTS

11 NO. UNITS IN TOTAL

DRAWING NOTES:

- THIS DRAWING SHOULD BE READ IN CONJUNCTION WITH ROAD ENGINEER DRAWINGS & SPECIFICATION. REFER TO ROAD ENGINEERS DRAWINGS FOR ALL ROAD LEVEL CALCULATIONS.
- ALL DRIVEWAYS TO MEASURE MIN 3.25M IN WIDTH X 11M IN LENGTH. DOUBLE DRIVEWAYS TO MEASURE 5.3M IN WIDTH X 6.0M MINIMUM IN LENGTH.
- THERE SHOULD BE NO BUILT FORM, RAILINGS, PLANTING ETC WITHIN THE FORWARD VISIBILITY SPLAYS.
- DRIVEWAYS SHOULD ENTER THE CARRIAGEWAY AT 90 DEGREES TO THE KERB LINE.
- THERE SHOULD BE NO DEVELOPMENT WITHIN SERVICE STRIPS.
- REFER TO LANDSCAPE ARCHITECT DRAWING FOR HARD & SOFT LANDSCAPING DESIGN PROPOSALS & SPECIFICATION.

A-16.1.25 CULVERT & PORTION OF FOOTPATH OMITTED FOLLOWING PLANNING SERVICE CONSULTATION

ARCHION
DESIGN LIMITED
ARCHITECTURE BY DESIGN

107 Downpatrick Road Ballynahinch County Down Northern Ireland BT24 8SL
T: 07838161476 E: Archion_design@hotmail.com E: coltonryen@gmail.com
T: https://twitter.com/ArchionL W: https://www.instagram.com/archion_design_ltd/

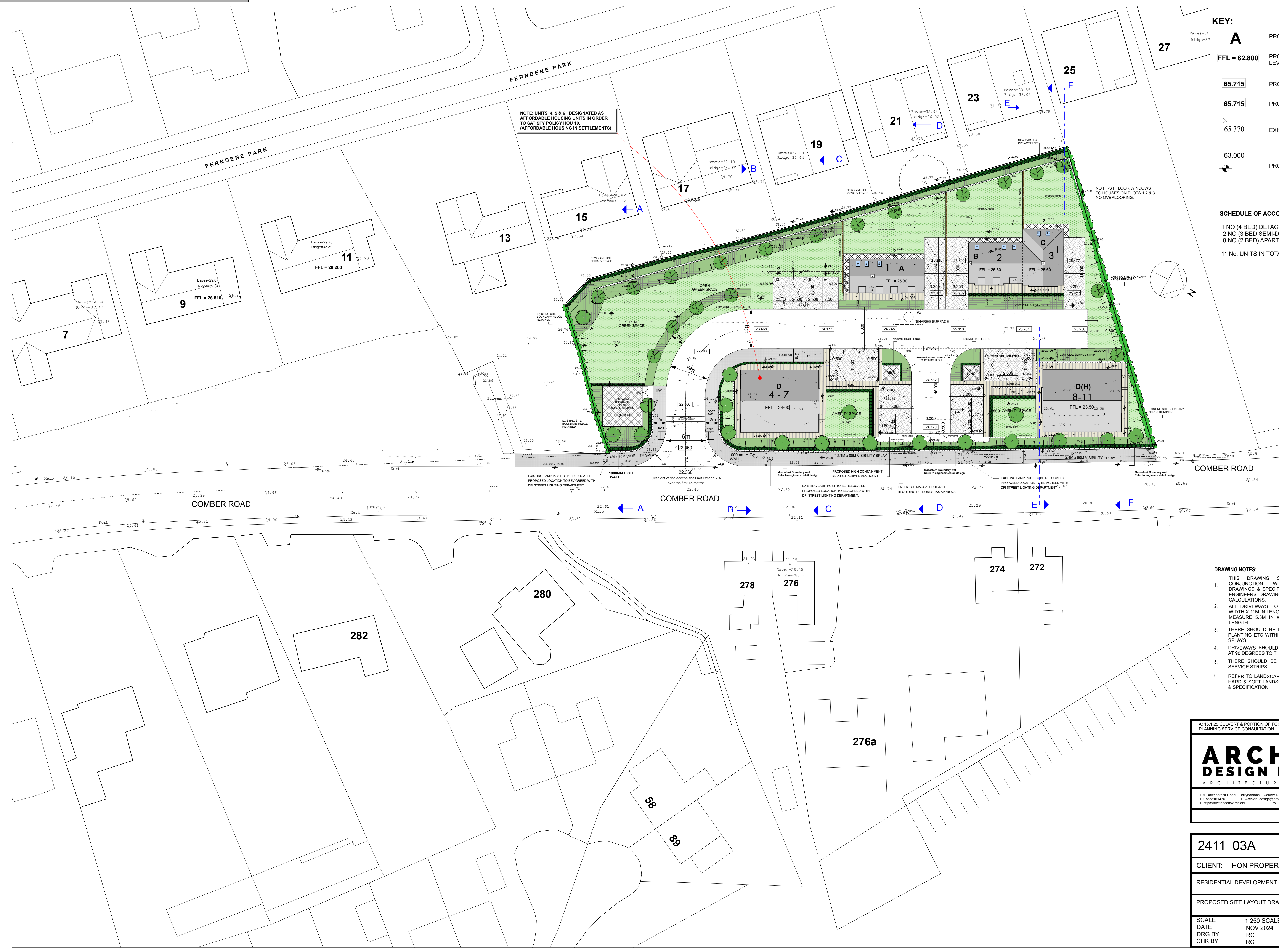
2411 03A

CLIENT: HON PROPERTIES LIMITED

RESIDENTIAL DEVELOPMENT COMBER ROAD DUNDONALD

PROPOSED SITE LAYOUT DRAWING

SCALE 1:250 SCALE AT A1
DATE NOV 2024
DRG BY RC
CHK BY RC





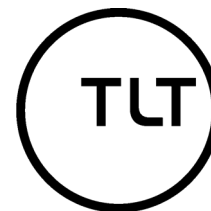
Committee:	Council Meeting
Date:	27 th May 2025
Report from:	Chief Executive

Item for:	Decision
Subject:	Requirement to enter into a Section 76 planning agreement for planning application LA05/2023/0598/F

1.0	<p><u>Background</u></p> <p>1. Section 76 (1) of the Planning Act (Northern Ireland) 2011 (the Act) provides that any person with an estate in land may enter into an agreement with the relevant authority to:</p> <ul style="list-style-type: none">▪ Facilitate or restrict the development or use of land in any specified way;▪ Require specified operations or activities to be carried out in, on, under or over land;▪ Require the land to be used in a specified way;▪ Require a sum or sums to be paid to the planning authority or to a Northern Ireland government department on specified date/dates or periodically. <p><u>Key Issues</u></p> <p>1. It was resolved at a meeting of the planning committee on 01 July 2024 to grant planning permission for the proposed erection of 14 dwellings, landscaping and access works as a change of house type at plots 56, 57, 62, 63, 70-73, 78, 79, 102, 103, 106 and 107 on lands to the southeast of Meadowvale Road and south of Alveston Drive and Killynure Green, Carryduff.</p> <p>2. The recommendation presented was subject to the developer entering into a Section 76 planning agreement to ensure that adequate provision is made for affordable housing as an integral part of the development in accordance with Policy HOU10 of the Lisburn and Castlereagh City Council Local Development Plan.</p> <p>3. The Developer Covenants with the Council at Schedule 2 of the agreement to provide three Residential Units as Affordable Housing at the site as follows:</p> <p>Affordable Housing</p> <ul style="list-style-type: none">• The Developer covenants with the Council under Section 76 of the Act that not less than 20% of the Residential Units constructed in accordance with the Planning Permission, being a minimum of 3 dwelling units.• The affordable units shall be developed in accordance with the Affordable Housing Permission located as shown coloured green, purple and grey on Plan 3.
-----	--

	<ul style="list-style-type: none"> • Not to occupy any more than 8 dwelling units permitted by the Planning Permission until the Affordable Housing Units have been made available for occupation. <p>4. The wording of the covenant at Schedule 2 is consistent with the recommendation in the planning report that was agreed by the Planning Committee. A copy of the Agreement is attached (see Appendix) and is also to be entered into under Article 8 of the Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002 and Section 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers must also accord with the Strategic Planning Policy Statement for Northern Ireland.</p> <p>5. Under the Planning Act (NI) 2011 the Agreement must be sealed by the Council under the Council's constitution the signing of legal documents and the affixing of the corporate seal is delegated to the Chief Executive.</p>	
2.0	<p><u>Recommendation</u></p> <p>It is recommended that the Council consider the above and that approval be granted to the signing and sealing of this Agreement by the Mayor and Chief Executive.</p>	
3.0	<p><u>Finance and Resource Implications</u></p> <p>The Developers shall pay to the Council on completion of this Deed the legal costs of the Council incurred in the negotiation, preparation and execution of this Deed. The Developers shall also pay to the Council on completion of this Deed a fee as a contribution towards the Council's costs of monitoring the implementation of this Deed.</p>	
4.0	<p><u>Equality/Good Relations and Rural Needs Impact Assessments</u></p>	
4.1	Has an equality and good relations screening been carried out?	N/A
4.2	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to EQIA screening	
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	N/A
4.4	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to RNIA screening.	

Appendices:	APPENDIX 1 – Section 76 Agreement – LA05/2023/0598/F (includes relevant site location plan and affordable housing areas)
--------------------	---



Agreement

under Section 76 of the Planning Act
(Northern Ireland) 2011

relating to lands to the southeast of
Meadowvale Road and south of
Alveston Drive and Killynure Green,
Carryduff

- (1) Lisburn and Castlereagh City Council
- (2) Fraser Homes Limited

Planning Application LA05/2023/0598/F

Dated 2025

TLT NI LLP
River House
48-60 High Street
Belfast BT1 2BE

www.TLTsolicitors.com

88642065.1
90629568.1

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Schedules

- 1 The Application Site
- 2 The Developer’s Obligations
- 3 The Council’s Obligations

This agreement is made the _____ day of _____, 2025

Between:

- (1) **Lisburn and Castlereagh City Council** of Civic Headquarters, Lagan Valley Island, Lisburn, County Antrim, BT27 4RL (the **Council**)
- (2) **Fraser Homes Limited** whose registered office is situate at 72-74 Omagh Road, Dromore Omagh BT78 3AJ (Company registration Number N1016255) (the **"Landowner"**)

Recitals

- A. The Council is the local planning authority for the purposes of the Planning Act (Northern Ireland) 2011 for the area in which the Development is situated and has various planning functions under the Act and is entitled to make this Agreement by virtue of section 76 thereof.
- B. The existence of this Agreement is a material consideration in the determination by the Council of the Planning Application
- C. The Landowner holds the interests the Development which comprises lands in Folios DN254968 DN130699 and 45712 County Down shown on the Land Registry maps Annexed hereto.
- D. The Landowner intends to develop the Application Site under the Application.
- E. It is intended by the parties hereto that by the making of this Agreement the Application Site will be subject to the obligations herein contained and those obligations shall be enforceable by the Council.

It is agreed as follows:

1 Definitions and interpretation

- 1.1 In this agreement, unless the context otherwise requires, the following words have the following meanings:

Act	The Planning Act (Northern Ireland) 2011 or any re-enactment or modification of it for the time being in force
------------	--

Affordable Housing means housing that is provided outside of the general market for those whose needs are not met by the market. Affordable housing which is funded by Government must remain affordable or alternatively there must be provision for the public subsidy to be repaid or recycled in the provision of new affordable housing and includes any of:

- 1 Social Rented Housing:

- 2Intermediate Housing for sale; or
- 3Intermediate Housing for Rent.

Affordable Housing Application

means the application for planning approval for Affordable Housing within the Application Site made under reference LA05/2024/0931/F for “Proposed erection of an apartment block comprising 4no. apartments, development includes car parking, landscaping and access works (change of house type to plots 104-105 of planning reference LA05/2019/0705/F)” the location of which is shown coloured green, purple and grey on Plan 3

Affordable Housing Permission

means the planning permission resolved to be issued by the planning Committee of the Council on foot of the Affordable Housing Application

Affordable Housing Units

A minimum of 3 Dwelling Units provided for Affordable Housing within the Application Site comprising intermediate housing for sale, the proposed location for which is shown in Plan 3

“Application Site”

means the area shown outlined in red on Plan 1

Available for Occupation

means together the following:

a) available for Occupation; and

b) the issuance of a Building Regulations Completion Certificate pursuant to the Building Regulations (Northern Ireland) 2012 (as amended)

Commencement

The carrying out of any material operation in relation to the Development as defined by section 63(2) of the Planning Act but disregarding for the purposes of this Agreement and for no other purpose, the following operations; site clearance; excavation works; ground investigations; site or soil investigations; remedial action in respect of any contamination; temporary access construction works; diversion of services and installation of services for construction purposes only; archaeological investigation; interim landscaping; erection of any fences and hoardings around the Development; noise attenuation works for the erection of hoardings and fences; and the relocation of any NIE substation and any works associated exclusively with the same

Development

Erection of residential development comprising 14 No. Dwelling Units with associated and ancillary site works as approved by the Planning Permission and shown for indicative purposes on Plan 2 (excluding any area

coloured white)

Dwelling Unit

a building or part of a building constructed on any part of the Application Site pursuant to the Planning Permission, any Reserved Matters Approval or Full Permission as the case may be intended for use as a separate dwelling in the occupation of one household and which shall include, without prejudice to the generality of the foregoing, an apartment, a maisonette, a semi-detached dwelling, a town house or terrace property and a detached property

Intermediate Housing

means those Dwelling Units which shall be co-ownership, shared ownership or Intermediate Housing for Rent or such other product to be agreed in writing by the Council. Intermediate Housing means housing that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rents and usually only made available to prospective tenants based on the household's total income or the proportion of the total income likely to be spent on housing costs.

Intermediate Housing for Rent

means housing delivered by a Registered Housing Association that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rent and usually only made available to prospective tenants based on the household's total income or the proportion of the total income likely to be spent on housing costs.

Monitoring Fee

means £1500 being the fee payable to the Council towards its reasonable and proper costs in monitoring compliance with this Deed, such figure to increase by the rate of inflation of the Consumer Price Index on an annual basis until the Commencement of Development or until the Monitoring Fee is paid (whichever is the sooner);

Occupation

Actual occupation of the Development once construction has been completed, but shall not include occupation for the purposes of construction or fitting out or for marketing purposes or display, or occupation in relation to security operations; and **“Occupied” and “Occupy”** shall be construed accordingly

Plan 1

The plan at Schedule 1 titled “Application Site Location”

Plan 2

The plan at Schedule 1 drawing reference PA-02

Plan 3	The plan at Schedule 1 showing “area for 3 No. affordable apartments subject to separate application”
Planning Application	The application made by the Developer to the Council for full planning permission to develop the Application Site under reference number LA05/2023/0598/F for “Proposed erection of 14 dwellings, landscaping and access works (change of house type to plots 56, 57, 62, 63, 70-73, 78, 79, 102, 103, 106 and 107 of planning reference LA05/2019/0705/F)”
Planning Permission	the Planning Permission to be granted pursuant to the Planning Application
Property	The 14 Dwelling Units to be developed at the Application site in accordance with the Planning Permission and shown for indicative purposes on Plan 2
Reasonable endeavours	Means to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money as in all the circumstances (including any adverse commercial implications to the party to perform such obligation) may be reasonable
Social Rented Housing	those Dwelling Units to be provided at an affordable rent by a Registered Housing Association made available to households in housing need and offered in accordance with the common selection scheme administered by NIHE which prioritises households living in unsuitable or insecure accommodation.

- 1.2 In this agreement, unless the context otherwise requires:
 - 1.2.1 any reference to a statute or a provision of a statute shall be construed as a reference to that statute or provisions as amended, re-enacted or extended at the relevant time;
 - 1.2.2 unless context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or provision;
 - 1.2.3 any reference to a person shall be construed as a reference to any natural person, firm, company, corporation, corporate body whoever and however incorporated or established, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
 - 1.2.4 any reference to the singular shall include the plural and vice versa;

- 1.2.5 any reference to the masculine gender shall include the feminine and neuter and vice versa;
- 1.2.6 the table of contents and headings are inserted for ease of reference only and shall not affect the construction of this agreement;
- 1.2.7 where any party comprises two or more persons, any obligations of that party in, under or arising from this agreement is undertaken by or binding upon such two or more persons jointly and severally;
- 1.2.8 references to any party to this agreement includes its personal representatives, successors-in-title and to any deriving title to or under that party and permitted assignees and in the case of any local authority shall also include any successor in function;
- 1.2.9 references to numbered clauses, schedules or paragraphs are references to the relevant clauses or schedules in this agreement or the relevant paragraph of this agreement respectively;
- 1.2.10 where in this agreement any approval or consent or a certificate is required to be given by the Council then such approval or consent shall unless otherwise stated be given by such officer as the Council shall from time to time notify in writing to the Developer;
- 1.2.11 where the consent approval or agreement of any party to this agreement is required for any purpose under or in connection with its terms it shall be made in writing and any such consent approval or agreement shall not be unreasonably withheld or delayed;
- 1.2.12 all payments in accordance with the terms of this agreement shall be exclusive of any VAT payable in respect of it.

2 Background

- 2.1 The Council is a Relevant Authority as defined in the Act and a Local Planning Authority for the purposes of planning obligations imposed pursuant to the provisions of Section 76 of the Act.
- 2.2 The Landowner is the Owner of the Application Site registered at Land Registry of Northern Ireland with the class of title as noted below:
 - (i) DN254968 County Down – [absolute freehold]
 - (ii) DN130699 County Down – [absolute freehold]
 - (iii) 45712 County Down – [absolute freehold]
- 2.3 The Planning Application has been submitted to the Council for Planning Permission for the development of the Application Site as described in the Planning Application.
- 2.4 The Council is willing to grant the Planning Permission pursuant to the Planning Application subject to the parties entering into this agreement to make provision for and secure the matters set out below.

3 Conditionality

With the exception of clauses 13 (Jurisdiction) and 14 (Delivery), which shall come into effect immediately, this agreement is conditional upon the grant and issue of the Planning Permission and the Commencement of Development.

4 Statutory provisions and covenants

- 4.1 This agreement is entered into pursuant to the provisions of section 76 of the Act and shall be deemed to be planning obligations in respect of the Application Site for the purposes of that section but without prejudice to all and any other means of enforcing them at law or in equity or by statute.
- 4.2 The covenants and obligations created by this agreement are planning obligations for the purposes of Section 76 of the Act and any other enabling powers and are enforceable by the Council as the Relevant Authority under the Act.
- 4.3 Insofar as any of the covenants in this deed are not planning obligations within the meaning of the Act they are entered into freely by the Landowner and Developer and by the Council by virtue of Article 8 of the Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002, Article 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers
- 4.4 The expressions “the Council”, “the Landowner” and “the Developer” shall include their successors in title and assigns.
- 4.5 This agreement shall cease to have effect in respect of any then outstanding obligations in the event that the Planning Permission is revoked, expires, is modified without the Landowner or Developer’s consent or is quashed following successful legal challenge, or the Application Site is subject to a new planning permission which results in the Application Site being approved for a use other than that stated in the Planning Permission.
- 4.6 Nothing in this agreement shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission or lawful development rights (other than one relating to the Development as specified in the Planning Application) after the date of this agreement.
- 4.7 No person will be liable for any breach of this agreement unless they hold an interest in that part of the Application Site in respect of which such breach occurs or hold such an interest at the date of the breach provided that the person shall remain liable for any antecedent breach.

5 Landowner Obligations

- 5.1 The Landowner covenants with the Council as follows:
 - 5.1.1 To comply with, undertake and perform the covenants, obligations and restrictions in Schedule 2 of this agreement on behalf of itself and its successors in title and all persons claiming through or under it so as to bind each and every part of the Application Site and the Development.

6 Council Obligations

- 6.1 The Council covenants with the Landowner and Developer as follows:
 - 6.1.1 To grant the Planning Permission as soon as is practicable.

- 6.1.2 To comply with, undertake and perform the covenants, obligations and restrictions in Schedule 3 of this agreement.

7 Notices

- 7.1 Any notice or consent required or permitted under this agreement shall be in writing and shall be sent by first class registered post or hand delivery.
- 7.2 There shall be no right to serve notices or consents by email but if a party chooses to do so and the other party agrees email may be used.
- 7.3 Unless otherwise notified by one party to the other in writing from time to time, for the purposes of this clause the parties' contact details are as follows:
- 7.3.1 Council:
- (a) Addressed to: Head of Service for Planning and Capital Development
 - (b) Address: Civic Headquarters, Lagan Valley Island, Lisburn, BT27 4RL
 - (c) Telephone: 02892447570
- 7.3.2 Landowner:
- (a) Addressed to: Fraser Homes Limited
 - (b) Address: 72-74 Omagh Road, Dromore Omagh BT78 3AJ
 - (c) Telephone: 028 9081 2355
- 7.4 Subject to Clause 7.5 below any such notice, consent or other document shall be deemed to have been duly received:
- 7.4.1 if despatched by first class, registered post – 48 hours from the time of posting to the relevant party (excluding the period from 5pm on a Friday to 8am on a Monday); or
- 7.4.2 if despatched by hand delivery – at the time of actual delivery; or
- 7.4.3 if despatched by email – 24 hours after the time of the despatch(excluding the period from 5pm on a Friday to 8am on a Monday).
- 7.5 In proving service by post it will be sufficient (unless any relevant part of the postal service is affected by industrial action) to prove that the envelope containing the notice was duly stamped addressed and posted (subject to clause 7.3) to the addresses specified in clause 8.3 of this agreement. In proving service by email it shall be sufficient to prove that it was properly addressed and dispatched to the numbers or address specified in clause 8.3.
- 7.6 A party shall not attempt to prevent or delay the service on it of a notice under this agreement.

8 Waiver

- 8.1 No delay or failure on the part of any party in enforcing any provision in this agreement shall be deemed to be a waiver or create a precedent or in any way prejudice any party's rights under this agreement.
- 8.2 The rights and remedies provided in this agreement are cumulative and are additional to any rights or remedies provided by law.

9 Miscellaneous

- 9.1 If any party defaults in the payment when due of any sum payable under this agreement (whether pursuant to a court order or otherwise) the liability of that party in default shall be increased to include interest on such sum from the date when such payment was due until the date of actual payment at a rate of 2% above the base rate from time to time of Bank of England such interest shall accrue from day to day and shall be compounded annually.
- 9.2 Nothing in this agreement fetters or restricts the exercise by the Council of any of its powers as Local Planning Authority including, without limitation, the right of the Council to seek injunctive relief, as per paragraph 12 and/or paragraph 14. For the avoidance of doubt, in the event of any conflict between this clause and the Arbitration clause at paragraph 15 this clause shall prevail.
- 9.3 This agreement and the Schedules to it shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to in it and the subject matter of it and shall supersede any previous agreement(s), prior drafts, undertakings, representations, warranties and arrangements of any nature whatsoever whether or not in writing between the parties in relation to the matters referred to in this agreement or in connection with the subject matter of it.
- 9.4 Each of the parties acknowledges and agrees that it has not been induced to enter into this agreement in reliance upon, and has not given, any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as expressly set out in this agreement.
- 9.5 Nothing in this agreement shall operate to exclude or limit any liability for fraud.
- 9.6 If any provision in this agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of it shall not in any way be deemed to be affected or impaired.
- 9.7 The Developer warrants to the Council that they have not leased mortgaged charged or otherwise created any interest in the Application Site at the date of this agreement.
- 9.8 This agreement is a deed.

10 Statutory Charge

- 10.1 This deed is registrable as a statutory charge in accordance with section 76 and section 245 of the Act and shall be registered as a charge on the Statutory Charges Register by the Council. The parties consent to the registration of this deed as a statutory charge on titles numbered DN254968 and DN130699.
- 10.2 Following the satisfactory performance and satisfaction of the obligations contained in the Second Schedule to this deed the Council shall, upon written request from the Developer, provide written confirmation of the discharge of

those obligations and effect the cancellation of all entries made in the statutory charges register in respect of this deed.

11 Third parties

Each party declares and confirms that with the exception of any person who becomes an Owner, Developer, Lessee, or Mortgagee of the Application Site no term of this agreement is enforceable under the Contract (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement.

12 Jurisdiction

Each party irrevocably agrees that the Courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims) and that it is governed in accordance with the law of Northern Ireland.

13 Delivery

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

14 Disputes

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with the Deed will, except as otherwise expressly provided, be referred to the Courts of Northern Ireland for final determination and the parties agree that the courts of Northern Ireland shall have exclusive jurisdiction in respect of all matters under or in connection with this Deed.

In witness this deed has been executed and delivered on the date appearing at the top of page 1.

The Corporate Seal of)
Lisburn and Castlereagh City Council) Mayor
was affixed to this deed (which is)
not delivered until dated))
in the presence of:

Chief Executive

Executed as a deed by
Fraser Homes Limited

Acting by a Director

(which is not delivered until
dated)
in the presence of

Director

Witness signature:

Name:

Address:

Occupation:

Schedule 1

Application Site Location - Plan 1

Proposed Site Layout Plan – Plan 2

Location of Affordable Housing Units – Plan 3

Schedule 2

The Landowner and Developer's Obligations

The Landowner and Developer each covenant to comply with and perform the following;

1 Affordable Housing

- 1.1 Subject to the implementation of the Planning Permission a minimum of 3 Dwelling Units, shall be provided as Affordable Housing Units in accordance with Policy HOU10 of the Lisburn & Castlereagh City Council Local Development Plan 2032 Plan Strategy.
- 1.2 Subject to paragraph 1.4 the Affordable Housing Units shall be developed in accordance with the Affordable Housing Permission located as shown coloured green, purple and grey on Plan 3 .
- 1.3 Not to Occupy any more than 8 Dwelling Units permitted by the Planning Permission until the Affordable Housing Units have been made Available for Occupation.
- 1.4 If the Affordable Housing Application is refused or remains undetermined one year from the date of this Agreement, 3 of the Dwelling Units permitted by the Planning Permission will be provided as Affordable Housing prior to the expiration of two years from the date of this Agreement.

2 Costs

- 2.1 On the completion of this Deed, to pay the Council's reasonable legal costs in the preparation, negotiation and completion of this deed, subject to clause 9.1.
- 2.2 On the completion of this Deed, to pay to the Council the Monitoring Fee.

3. Notification

- 3.1 To notify the Council in writing within 14 working days of any of the following:
 - a. The Commencement of Development;
 - b. First Occupation of the Development;
 - c. Completion of the Development; and
 - d. any disposal of its interest in the Application Site and of the name and address of the new owner

Schedule 3

The Council's Obligations

The Council covenants to comply with and perform the following;

1. Assistance

The Council agrees to consider and determine the approval of the Affordable Housing Permission as soon as reasonably practicable.

Annex

Land Registry Maps and Folios

Committee:	Council Meeting
Date:	27 th May 2025
Report from:	Chief Executive

Item for:	Decision
Subject:	Requirement to enter into a Section 76 planning agreement for planning application LA05/2024/0100/F

1.0	<p><u>Background</u></p> <ol style="list-style-type: none"> Section 76 (1) of the Planning Act (Northern Ireland) 2011 (the Act) provides that any person with an estate in land may enter into an agreement with the relevant authority to: <ul style="list-style-type: none"> Facilitate or restrict the development or use of land in any specified way; Require specified operations or activities to be carried out in, on, under or over land; Require the land to be used in a specified way; Require a sum or sums to be paid to the planning authority or to a Northern Ireland government department on specified date/dates or periodically. <p><u>Key Issues</u></p> <ol style="list-style-type: none"> It was resolved at a meeting of the planning committee on 06 January 2025 to grant planning permission for erection of eight dwellings as a change of house type at site Nos.148-151, 156-157 & 193-194 on lands 90 metres north of Nos. 1-7 Sir Richard Wallace Gardens and 30 metres west of Nos. 1-9 Sir Richard Wallace View, Lisburn. The recommendation presented was subject to the developer entering into a Section 76 planning agreement to ensure that adequate provision is made for affordable housing as an integral part of the development in accordance with Policy HOU10 of the Lisburn and Castlereagh City Council Local Development Plan. The developer covenants that two dwellings will be provided as affordable housing to meet the requirement of the policy. This is found in Schedule One of the agreement and the wording is consistent with the recommendation in the planning report that was agreed by the Planning Committee. A copy of the Agreement is attached (see Appendix) and is also to be entered into under Article 8 of the Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002 and Section 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers must also accord with the Strategic Planning Policy Statement for Northern Ireland.
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	<p>5. Under the Planning Act (NI) 2011 the Agreement must be sealed by the Council under the Council's constitution the signing of legal documents and the affixing of the corporate seal is delegated to the Chief Executive.</p>	
2.0	<p><u>Recommendation</u></p> <p>It is recommended that the Council consider the above and that approval be granted to the signing and sealing of this Agreement by the Mayor and Chief Executive.</p>	
3.0	<p><u>Finance and Resource Implications</u></p> <p>The Developers shall pay to the Council on completion of this Deed the legal costs of the Council incurred in the negotiation, preparation and execution of this Deed. The Developers shall also pay to the Council on completion of this Deed a fee as a contribution towards the Council's costs of monitoring the implementation of this Deed.</p>	
4.0	<p><u>Equality/Good Relations and Rural Needs Impact Assessments</u></p>	
4.1	Has an equality and good relations screening been carried out?	N/A
4.2	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to EQIA screening	
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	N/A
4.4	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to RNIA screening.	

Appendices:	<p>APPENDIX 1a – Section 76 Agreement</p> <p>APPENDIX 1b – Site Location Plan</p> <p>APPENDIX 1c – Site layout</p>
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DATED

2025

Between

(1) LISBURN AND CASTLEREAGH CITY COUNCIL

(2) AMATAK DEVELOPMENT LIMITED

S.76 AGREEMENT



MKB Law

14 Great Victoria Street
Belfast
BT2 7BA

T: 028 9024 2450

F: 028 9024 2448

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THIS DEED is dated 2025

PARTIES

- (1) **Lisburn and Castlereagh City Council** of Lagan Valley Island, Lisburn, Co. Antrim, BT27 4RL (the **Council**);
- (2) **Amatak Development Limited** a company incorporated in Northern Ireland with company number NI663379 and having its registered office at 6 Saintfield Road, Lisburn, BT27 5BD (**ADL**)

the Council and ADL being each a **Party** and together the **Parties**.

BACKGROUND

- (A) ADL is the registered owner of the land in Folio DN281658 County Down.
- (B) The Affordable Housing Area is located in Folio DN281658 County Down.
- (C) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- (D) ADL has made the Application and is proposing to carry out the Development.
- (E) The Council having regard to the provisions of the Local Development Plan and to all other material considerations resolved at its meeting on 6th January 2025 that Planning Permission should be granted for the Development subject to the prior completion of this Deed.

THIS DEED WITNESSES:

1. INTERPRETATION

- 1.1 In this Deed (including the Background) the following expressions shall have the following meanings:

Act: Planning Act (Northern Ireland) 2011.

Affordable Housing: means housing that is provided outside of the general market for those whose needs are not met by the market. Affordable housing which is funded by Government must remain affordable or alternatively there must be provision for the public subsidy to be repaid or recycled in the provision of new affordable housing and includes any of:

- a) Social Rented Housing;
- b) Intermediate Housing for Sale; or
- c) Intermediate Housing for Rent.

Affordable Housing Area: means the area shown outlined in red on Plan 2 (being situated within Folio DN281658 County Down)

Application: the application for full planning permission submitted to the Council and allocated reference number LA05/2024/0100/F for the Development including any subsequent planning applications submitted under section 54 of the Act in relation to the Site.

Available for Occupation: means together the following:

- a) available for Occupation; and
- b) the issuance of a Building Regulations Completion Certificate pursuant to the Building Regulations (Northern Ireland) 2012 (as amended)

Commencement of Development: means the earliest date on which any work of construction in the course of the erection of a building on the Site pursuant to the Planning Permission in accordance with Section 63 (2) (a) of the Act has occurred.

Developer: ADL.

Development: in accordance with the Planning Permission, the erection of 8no. dwellings (change of house type to site nos.148-151, 156-157 & 193-194 and alternative layout to that previously approved under reference LA05/2020/0270/F).

Intermediate Housing: means those Residential Units which shall be co-ownership, shared ownership or Intermediate Housing for Rent or such other product to be agreed in writing by the Council. Intermediate Housing means housing that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rents and usually only made available to prospective tenants based on the household's total income or the proportion of the total income likely to be spent on housing costs.

Intermediate Housing for Rent: means housing delivered by a Registered Housing Association that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rent and usually only made available to prospective tenants based on the household's total income or the proportion of the total income likely to be spent on housing costs.

Local Plan: means the Lisburn & Castlereagh Local Development Plan 2032.

Occupation: Actual occupation of any Residential Unit at the Development but shall not include occupation for the purposes of construction or fitting out or for marketing purposes or for any substation leases granted to NIE. Occupy and Occupied shall be construed accordingly.

Planning Permission: means the grant of planning permission for the Development.

Plan 1: the plan showing the Site and attached hereto at Schedule 2.

Plan 2: the plan showing the Affordable Housing Area and attached hereto at the Schedule 3.

Residential Units: means all self-contained residential dwellings at the Site, including a house, flat, apartment or any other unit intended to be used for residential accommodation.

Site: Lands 90 metres North of Nos. 1-7 (odd numbers) Sir Richard Wallace Gardens, Lisburn, BT28 3ZH & 30 metres West of Nos. 1-9 (odd numbers) Sir Richard Wallace View, Lisburn, BT28 3NY shown edged red on Plan 1.

Social Rented Housing: those Residential Units to be provided at an affordable rent by a Registered Housing Association made available to households in housing need and offered in accordance with the common selection scheme administered by NIHE which prioritises households living in unsuitable or insecure accommodation.

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party save for the purchasers of the Residential Units within the Affordable Housing Area and the Site and in the case of the Council the successors to its respective statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.

3. LEGAL BASIS

This Deed is made pursuant to Section 76 of the Act and all other enabling powers.

4. CONDITIONALITY

- 4.1 This Deed shall come into effect immediately upon the execution of this Deed, all obligations contained within this Deed shall come into effect and bind the Affordable Housing Area from the date of Commencement of Development.

5. THE DEVELOPER'S COVENANT

The Developer covenants with the Council as set out in the First Schedule.

6. THE COUNCIL'S COVENANT

- 6.1 The Council hereby covenants on completion of this Deed to issue the decision notice granting the Planning Permission as soon as is reasonably practicable.

- 6.2 Once the decision notice is granted, the Council also covenants to discharge any planning conditions which have been complied with by the Developer as soon as possible upon receiving notice of same from the Developer.

7. MISCELLANEOUS

- 7.1 The Developer shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.
- 7.2 The Developer shall pay to the Council on or before the Commencement Date a fee of £1,750 as a contribution towards the Council's costs of monitoring the implementation of this Deed.
- 7.3 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 7.4 This Deed shall be registered in the Statutory Charges Register against the Affordable Housing Area by the Council in accordance with Section 245 of the Act.
- 7.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Developer) it is modified by any statutory procedure or expires prior to the Commencement of Development pursuant to Section 63 of the Act.
- 7.7 No person shall be liable for any breach of the provisions of this Deed after it shall have parted with its entire interest in the Site or the Affordable Housing Area but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 7.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permissions) granted (whether or not on appeal) after the date of this Deed.
- 7.9 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 7.10 The Developer warrants that no person or company other than the Developer has any legal or equitable interest in the Site or the Affordable Housing Area.

8. NOTICES

- 8.1 Any notice or consent required or permitted under this Deed shall be in writing and shall be sent by first class registered post, hand delivery or fax.

8.2 There shall be no right to serve notices or consents by email but if a party chooses to do so and the other parties agree email may be used.

8.3 Unless otherwise notified by one party to the other in writing from time to time, for the purposes of this clause the parties' contact details are as follows:

Council

Addressed to: The Head of Service – Planning & Capital Development

Address: Lagan Valley Island, Lisburn, Co. Antrim, BT27 4RL

Email: Conor.Hughes@lisburncastlereagh.gov.uk

Developer

Addressed to: [REDACTED]

Address: 6 Saintfield Road, Lisburn, BT27 5BD

Email: [REDACTED]

8.4 Subject to Clause 8.5 below any such notice, consent or other document shall be deemed to have been duly received:

- (a) if despatched by first class, registered post – 48 hours from the time of posting to the relevant party (excluding the period from 5pm on a Friday to 8am on a Monday); or
- (b) if despatched by hand delivery – at the time of actual delivery; or
- (c) if despatched by email – 24 hours after the time of the despatch (excluding the period from 5pm on a Friday to 8am on a Monday).

8.5 In proving service by post it will be sufficient (unless any relevant part of the postal service is affected by industrial action) to prove that the envelope containing the notice was duly stamped addressed and posted to the addresses specified at the beginning of the Deed. In proving service by email it shall be sufficient to prove that it was properly address and dispatched to the email address specified in clause 8.3.

8.6 A party shall not attempt to prevent or delay the service on it of a notice under this Deed.

9. WAIVER

No waiver (whether expressed or implied) by the Council or the Developer of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Developer from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10. CHANGE IN OWNERSHIP

The Developer agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have

been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan if only part of the Site is being transferred provided that this clause shall not apply to the sale of individual units within the Site.

11. DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

12. GOVERNING LAW AND JURISDICTION

- 12.1 This Deed and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of Northern Ireland.
- 12.2 The parties irrevocably agree that the courts of Northern Ireland have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this Deed has been executed by the Parties on the date stated at the beginning of it.

Schedule 1 Planning Obligations

Affordable Housing

The Developer covenants with the Council under Section 76 of the Act that not less than 20% of the Residential Units constructed in accordance with the Planning Permission, being a minimum of 2 no. Residential Units situated in the Affordable Housing Area shall be provided as Affordable Housing.

Prior to the Occupation of the 4th Residential Unit permitted by the Planning Permission, a minimum of 2 Affordable Housing Units shall be Available for Occupation.

Notification

The Developer Covenants with the Council to notify the Council of any of the following:

The Commencement of Development at the Site by serving a written notice at least 7 Working Days prior to the Commencement of Development.

The Occupation Date of each of the Affordable Housing Residential Units at the Site within 10 Working Days of its occurrence along with evidence demonstrating that each of the Affordable Housing Residential Units has been provided as Affordable Housing.

Access Rights over Adjoining Land

The Developer covenants with the Council that it shall not vary, amend, surrender, release, assign or otherwise relinquish any rights of access over any adjoining or neighbouring land which are used, intended to be used, or required for access to and from the Site without the prior written consent of the Council, such consent not to be unreasonably withheld or delayed.





Schedule 2 Plan 1



Schedule 3 – Plan 2

The Common Seal of Lisburn and Castlereagh City Council was affixed hereto in the presence of:

The Mayor of Lisburn and Castlereagh City Council

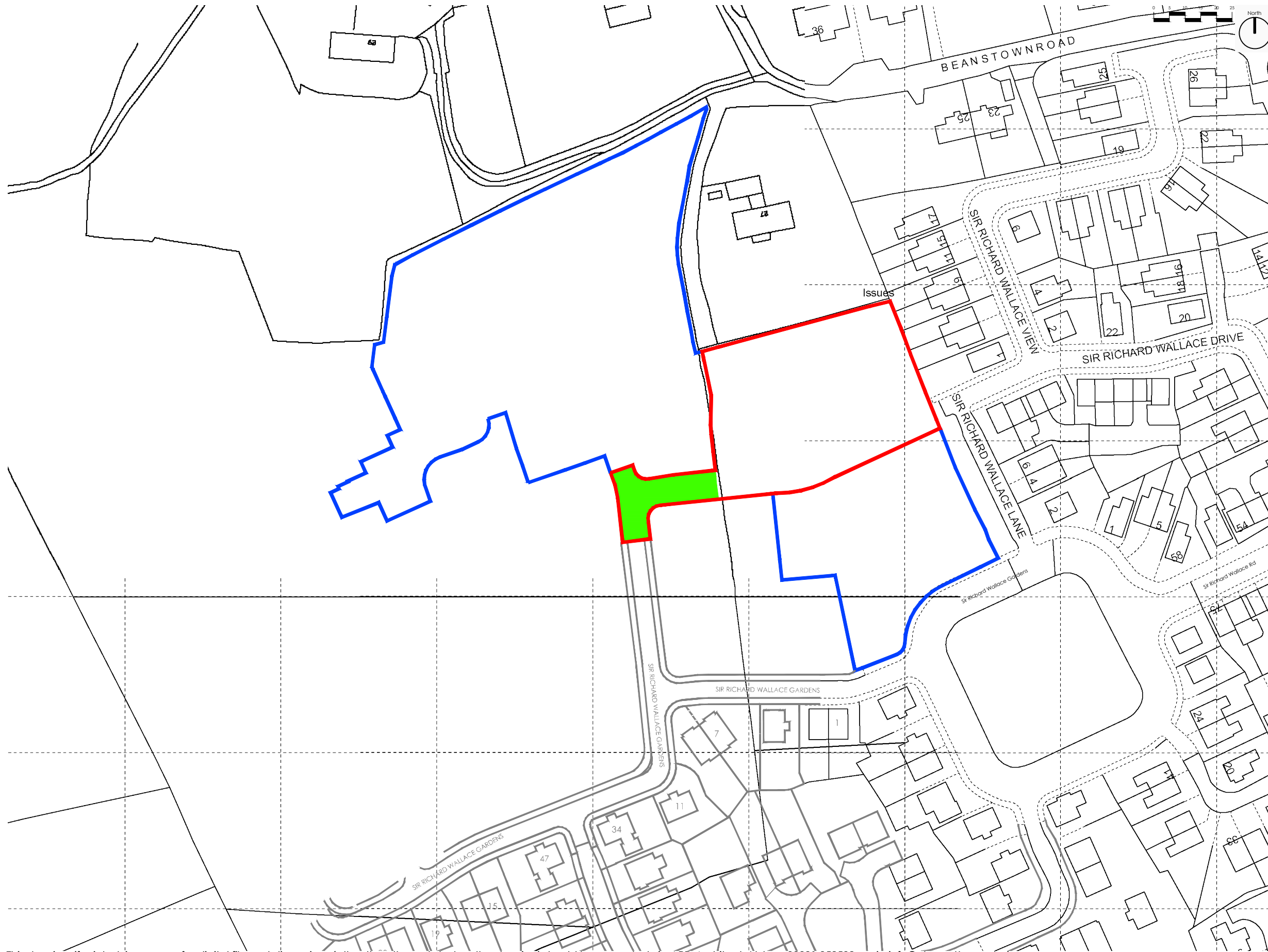
Chief Executive of Lisburn and Castlereagh City Council



Executed as a Deed by **Amatak Development Limited** acting by a Director in the presence of:

Signature	_____	_____	Director
	Name:		
	Address:		
	Occupation:		





- Application Site
- Ownership
- DFI ownership

Client: Windsor Developments

Title: Location Plan

Area: 0.37 Hectares approx.

Scale: 1:1250

Drawing No: 2611-010-14-LP-001

Drawn by: OSNI/NW/AH/C.N.A

Date: Feb 2024

This drawing, if printed, is a copy of a digital file and dimensions (other than those stated on the drawing) should be requested via APD Architects Ltd. on 02891 852582 or via info@alanpattersondesign.com
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Key:

- Affordable / co-ownership dwellings. Semi detached - house type C7 - 818 sq ft

Lands approved under ref:
LA05/2020/0270/F

Lands approved under ref:
LA05/2019/0163/F

Client: Windsor Developments
Title: Section 76 Map
Scale: 1:500
Drawing No: 2611-050-04-19-S76-005
Drawn by: C.N.A
Date: Feb 2024

This drawing, if printed, is a copy of a digital file and dimensions (other than those stated on the drawing) should be requested via APD Architects Ltd. on 02891 852582 or via info@alanpattersondesign.com
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Committee:	Council Meeting
Date:	27 th May 2025
Report from:	Chief Executive

Item for:	Decision
Subject:	Requirement to enter into a Section 76 planning agreement for planning application LA05/2022/0033/F

1.0

Background

- Section 76 (1) of the Planning Act (Northern Ireland) 2011 (the Act) provides that any person with an estate in land may enter into an agreement with the relevant authority to:
 - Facilitate or restrict the development or use of land in any specified way;
 - Require specified operations or activities to be carried out in, on, under or over land;
 - Require the land to be used in a specified way;
 - Require a sum or sums to be paid to the planning authority or to a Northern Ireland government department on specified date/dates or periodically.

Key Issues

- It was resolved at a meeting of the planning committee on 14 October 2024 to grant planning permission for erection of 17 dwellings comprised of a mix of fifteen detached and two semi-detached dwellings with associated parking, landscaping, site works and access arrangements on lands between 58 and 66 Quarterlands Road, northeast of 54b-c & 56 Quarterlands Road, north of 7-12 Rural Cottages and southeast of 4-7 Zenda Park, Drumbeg.
- The recommendation presented was subject to the developer entering into a Section 76 planning agreement to ensure that adequate provision is made for affordable housing as an integral part of the development in accordance with Policy HOU10 of the Lisburn and Castlereagh City Council Local Development Plan.
- The developer covenants with the Council at Schedule One to:
 - provide a minimum of four Residential Units situated in the Affordable Housing Area as Affordable Housing in accordance with Policy HOU10 of the Lisburn & Castlereagh City Council Local Development Plan 2032 Plan Strategy.
 - Prior to Occupation of the 10th Residential Unit permitted by the Planning Permission require a minimum of four Affordable Housing Residential Units to be available for occupation.

	<p>4. The wording of the covenant at Schedule 1 is consistent with the recommendation in the planning report that was agreed by the Planning Committee. A copy of the Agreement is attached (see Appendix) and is also to be entered into under Article 8 of the Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002 and Section 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers must also accord with the Strategic Planning Policy Statement for Northern Ireland.</p> <p>5. Under the Planning Act (NI) 2011 the Agreement must be sealed by the Council under the Councils constitution the signing of legal documents and the affixing of the corporate seal is delegated to the Chief Executive.</p>	
2.0	<p><u>Recommendation</u></p> <p>It is recommended that the Council consider the above and that approval be granted to the signing and sealing of this Agreement by the Mayor and Chief Executive.</p>	
3.0	<p><u>Finance and Resource Implications</u></p> <p>The Developers shall pay to the Council on completion of this Deed the legal costs of the Council incurred in the negotiation, preparation and execution of this Deed. The Developers shall also pay to the Council on completion of this Deed a fee as a contribution towards the Council's costs of monitoring the implementation of this Deed.</p>	
4.0	<p><u>Equality/Good Relations and Rural Needs Impact Assessments</u></p>	
4.1	Has an equality and good relations screening been carried out?	N/A
4.2	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to EQIA screening	
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	N/A
4.4	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to RNIA screening.	

Appendices:	<p>APPENDIX 1a – Section 76 Agreement</p> <p>APPENDIX 1b – Plan 1 – Site of lands at Quarterlands Road</p> <p>APPENDIX 1c – Plan 2 – Affordable Housing Area</p>
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Proposed residential development at vacant site 70M to the northeast and east
of 56 & 58 Quarterlands Road, Drumbeg, Lisburn

PLAN 1

Scale 1:1250



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Proposed residential development at vacant site 70M to the northeast and east
of 56 & 58 Quarterlands Road, Drumbeg, Lisburn

PLAN 2

Scale 1:1250

DATED THE DAY OF 2025

Between

LISBURN AND CASTLEREAGH CITY COUNCIL (1)

AND

QUARTERLANDS ROAD LTD (THE DEVELOPER) (2)

AND


(THE LAND OWNERS) (3)

SECTION 76 AGREEMENT

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THIS DEED is dated 2024

PARTIES

- (1) **Lisburn and Castlereagh City Council** of Lagan Valley Island, Lisburn, Co. Antrim, BT27 4RL (the **Council**);
- (2) **Quarterlands Road Ltd** of [REDACTED] (the **Developer**);
- (3) [REDACTED]
[REDACTED] (the **Land Owners**).

the Council, Developer and Land Owners being each a **Party** and together the **Parties**.

BACKGROUND

- (A) [REDACTED] are the registered owners of the land in Folio DN186079, County Down.
- (B) [REDACTED] are the registered owners of the land in Folio 21775, County Down.
- (C) [REDACTED] is the owner of the land in Folio 40831, County Down. The other registered owners [REDACTED]. This folio is now owned by the remaining joint owner [REDACTED] who is the same person as [REDACTED] (named herein). She is registered on folio 21775 as [REDACTED] which is her full name. She is the sole owner of all of the lands comprised in Folio 40831, by virtue of the rules of survivorship.
- (D) The Affordable Housing Area is located in Folio 21775, County Down.
- (E) The Council is the Local Planning Authority for the purposes of the Act for the area in which the Site is situated.
- (F) Quarterlands Road Ltd has made the Application and is proposing to carry out the Development.
- (G) The Council having regard to the provisions of the Local Development Plan and to all other material considerations resolved at its meeting on 14th October 2024 that Planning Permission should be granted for the Development subject to the prior completion of this Deed.

THIS DEED WITNESSES:

2. INTERPRETATION

1. In this Deed (including the Background) the following expressions shall have the following meanings:

Act: Planning Act (Northern Ireland) 2011.

Affordable Housing: means housing that is provided outside of the general market for those whose needs are not met by the market. Affordable housing which is funded by Government must remain affordable or alternatively there must be provision for the public subsidy to be repaid or recycled in the provision of new affordable housing and includes any of:

- a) Social Rented Housing;
- b) Intermediate Housing for Sale;

- c) Intermediate Housing for Rent.

Affordable Housing Area: means the area shown edged blue on Plan 2 in Schedule 3 (being situated within Folio 21775

Affordable Housing Area Permission: means the full planning permission granted under planning permission reference number LA05/2022/0033/F.

Application: the application for full planning permission submitted to the Council and allocated reference number LA05/2022/0033/F for the Development including any subsequent planning applications submitted under section 54 of the Act in relation to the Site.

Available for Occupation: means together the following:

- a) available for Occupation; and
- b) the issuance of a Building Regulations Completion Certificate pursuant to the Building Regulations (Northern Ireland) 2012 (as amended)

Certificate of Practical Completion: means confirmation from a duly authorised architect that the property, or any part thereof, is capable of being used for the purpose for which Planning Permission has been granted.

Commencement of Development: means the carrying out in relation to the Development on the Site of any material operation pursuant to the Planning Permission in accordance with Section 63 (2) (a) of the Act But disregarding for the purposes of this deed and for no other purpose, the following operations:

- demolition works;
- site clearance;
- ground investigations;
- site survey works;
- temporary access construction works;
- archaeological investigation; and
- erection of any fences and hoardings around the Property.

Commence, Commences, and Commenced shall be construed accordingly.

Developer: Quarterlands Road Ltd.

Development: in accordance with the Application, the erection of 17 dwellings in a mix of 15 no. detached and 2 no. semi-detached dwellings with associated parking, landscaping, site works and access arrangements from Quarterlands Road.

Intermediate Housing for Rent: means housing delivered by a Registered Housing Association that is made available at a cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rent and usually only made available to prospective tenants based on the household's total income or the proportion of the total income likely to be spent on housing costs.

Intermediate Housing for Sale: means shared ownership housing provided through a Registered Housing Association (for example, the Co Ownership Housing Association) in order to help households who can afford a small mortgage, but that are not able to afford to buy a property outright. The property is split between part ownership by the householder and part social renting from the Registered Housing Association. The proportion of property ownership and renting can vary depending on householder circumstances and preferences;

Monitoring Fee: means £1,750 being the fee payable to the Council towards its reasonable and proper costs in monitoring compliance with this Deed.

Occupation: means with respect to the Residential Units, to beneficially occupy but not including occupation by persons engaged in construction fitting out or decoration or occupation as a showroom or sales office for advertising or display purposes or occupation in relation to site security and management of the Property. "Occupied" shall be construed accordingly.

Planning Permission: means the grant of planning permission for the Development.

Plan 1: the plan showing the Site and attached hereto at Schedule 2.

Plan 2: the plan showing the Affordable Housing Area and attached hereto at Schedule 3.

Residential Unit: a building or part of a building intended for use as a separate dwelling in the occupation of one household and which shall include, without prejudice to the generality for the foregoing, an apartment, a maisonette, a semi-detached dwelling, a town house or terrace property or a detached dwelling house.

Site: lands at Quarterlands Road, Drumbeg shown edged red on Plan 1.

Social Rented Housing: means housing provided at an affordable rent by a Registered Housing Association; that is, one which is registered and regulated by the Department for Social Development as a social housing provider. Social rented accommodation should be available to households in housing need and is offered in accordance with the Common Selection Scheme, administered by the Northern Ireland Housing Executive, which prioritises households who are living in unsuitable or insecure accommodation.

3. CONSTRUCTION OF THIS DEED

1. Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

5. Any reference to an Act shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
6. References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party save for the purchasers of the Residential Units within the Affordable Housing Area and the Site and in the case of the Council the successors to its respective statutory functions.
7. The headings and contents list are for reference only and shall not affect construction.

4. LEGAL BASIS

This Deed is made pursuant to Section 76 of the Act and all other enabling powers.

5. CONDITIONALITY

1. This Deed shall come into effect immediately upon the execution of this Deed, all obligations contained within this Deed shall come into effect and bind the Affordable Housing Area from the date of Commencement of Development.

6. THE DEVELOPER'S COVENANT

The Developer covenants with the Council as set out in Schedule 1.

7. THE COUNCIL'S COVENANT

1. The Council hereby covenants to consider and determine any matters arising out of this Deed as soon as is reasonably practicable.
2. Once the decision notice is granted, the Council also covenants to discharge any planning conditions which have been complied with by the Developer as soon as possible upon receiving notice of same from the Developer.

8. MISCELLANEOUS

1. The Developer shall pay to the Council on or before the date of completion of this Deed the reasonable and proper legal costs of the Council together with all disbursements incurred in connection with the advice to the Council relating to this deed and the drafting, negotiation, preparation and execution of this Deed.
2. The Developer shall pay to the Council on or before the completion of this Agreement the Monitoring Fee of £1,750 as a contribution towards the Council's costs of monitoring the implementation and compliance of this Deed.
3. No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

4. This Deed shall be registered in the Statutory Charges Register against the Affordable Housing Area by the Council in accordance with Section 245 of the Act.
5. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
6. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Developer) it is modified by any statutory procedure or expires prior to the Commencement of Development pursuant to Section 63 of the Act.
7. No person shall be liable for any breach of the provisions of this Deed after it shall have parted with its entire interest in the Site or the Affordable Housing Area but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
8. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permissions) granted (whether or not on appeal) after the date of this Deed.
9. Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
10. The Developer warrants that no person or company other than the Developer and Land Owners have any legal or equitable interest in the Site or the Affordable Housing Area.

9. NOTICES

1. Any notice or consent required or permitted under this Deed shall be in writing and shall be sent by first class registered post, hand delivery or fax.
2. There shall be no right to serve notices or consents by email but if a party chooses to do so and the other parties agree email may be used.
3. Unless otherwise notified by one party to the other in writing from time to time, for the purposes of this clause the parties' contact details are as follows:

Council

Addressed to: The Head of Service for Planning & Capital Development

Address: The Council's Civic Headquarters, Lagan Valley Island, Lisburn, Co. Antrim, BT27 4RL

Email: Conor.Hughes@lisburncastlereagh.gov.uk

Developer

Addressed to: [REDACTED] – Quarterlands Road Ltd

Address: [REDACTED]

Email: [REDACTED]

4. Subject to Clause 8.5 below any such notice, consent or other document shall be deemed to have been duly received:
 - (a) if despatched by first class, registered post – 48 hours from the time of posting to the relevant party (excluding the period from 5pm on a Friday to 8am on a Monday); or
 - (b) if despatched by hand delivery – at the time of actual delivery; or
 - (c) if despatched by email – 24 hours after the time of the despatch (excluding the period from 5pm on a Friday to 8am on a Monday).
5. In proving service by post it will be sufficient (unless any relevant part of the postal service is affected by industrial action) to prove that the envelope containing the notice was duly stamped addressed and posted to the addresses specified at the beginning of the Deed. In proving service by email it shall be sufficient to prove that it was properly address and dispatched to the email address specified in clause 9.3.
6. A party shall not attempt to prevent or delay the service on it of a notice under this Deed.

10. WAIVER

No waiver (whether expressed or implied) by the Council or the Developer of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Developer from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

11. CHANGE IN OWNERSHIP

The Developer agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan if only part of the Site is being transferred provided that this clause shall not apply to the sale of individual Residential Units within the Site.

12. DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

13. GOVERNING LAW AND JURISDICTION

1. This Deed and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of Northern Ireland.

2. The parties irrevocably agree that the courts of Northern Ireland have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this Deed has been executed by the Parties on the date stated at the beginning of it.

Schedule 1 Planning Obligations

The Developer covenants with the Council as follows:

1. AFFORDABLE HOUSING

- 1.1 A minimum of four Residential Units situated in the Affordable Housing Area shall be provided as Affordable Housing in accordance with Policy HOU10 of the Lisburn & Castlereagh City Council Local Development Plan 2032 Plan Strategy.
- 1.2 Prior to Occupation of the 10th Residential Unit permitted by the Planning Permission a minimum of four Affordable Housing Residential Units shall be Available for Occupation.

2. NOTIFICATION

- 2.1 The Developer Covenants with the Council to notify the Council of any of the following:
- 2.2 To give the Council immediate written notice of any change in ownership of any of its interest in the Site which must give details of the transferee's full name and registered office (if a company or usual address if not), together with details of the date and nature and extent of the interest disposed of;
- 2.3 The Commencement of Development at the Site by serving a written notice at least 7 Working Days prior to the Commencement of Development.
- 2.4 The Completion of Development and to provide the Council with a Certificate of Practical Completion in respect of the Affordable Housing at the Site within 10 Working Days of its issue.
- 2.5 The Occupation Date of each of the Affordable Housing Residential Units at the Site within 10 Working Days of its occurrence along with evidence demonstrating that each of the Affordable Housing Residential Units has been provided as Affordable Housing.

Schedule 2 Plan 1

Schedule 3 – Plan 2

The Common Seal of **Lisburn and Castlereagh City Council** was affixed hereto in the presence of:

The Mayor of Lisburn and Castlereagh City Council

Chief Executive of Lisburn and Castlereagh City Council

Executed as a Deed by Quarterlands Road Ltd by
[REDACTED] acting as a director in the
presence of:

Director

Signature _____

Name:

Address:

Occupation:

Executed as a Deed by

[Redacted signature]

Acting by their attorney

Witness -----

Executed as a Deed by

[Redacted signature]