



February 19th, 2026

**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, 24th February 2026** at **7:00 pm** in the Council Chamber for the transaction of the business on the undernoted agenda.

Hot Food will be available in Lighters Restaurant from 5.45 pm for those Members who have confirmed in advance.

**DAVID BURNS**  
**CHIEF EXECUTIVE**  
**LISBURN & CASTLEREAGH CITY COUNCIL**

# Agenda

## 1.0 BUSINESS OF THE RIGHT WORSHIPFUL THE MAYOR

## 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*

*Page 1*

## 4.0 COUNCIL MINUTES

### 4.1 Meeting of Council - 27 January 2026

 *MM 27.01.2026 Draft Minutes for Adoption.pdf*

*Page 3*

### 4.2 Special Meeting of Council - 5 February 2026

 *(S) Council 05.02.2026 - Draft Minutes for Adoption.pdf*

*Page 15*

## 5.0 MATTERS ARISING

## 6.0 DEPUTATIONS

(None)

## 7.0 BUSINESS REQUIRED BY STATUTE

### 7.1 Signing of Legal Documents

*For Approval*

Lisburn and Castlereagh City Council and Studyseed CIC, 27 Lurgan Road, Moira BT67 0LX – Consultancy Agreement via a Service Company for delivery of T25/26-018 – Gamified Learning Programme as per the Lisburn and Castlereagh Labour Market Action Plan 2025/26 (Year 1) and (Year 2)

Lisburn and Castlereagh City Council and The Mount Charles Group, Annon House, 261-263 Ormeau Road, Belfast BT7 3GG - T24/25-050 - Tender for the Provision of Cleaning Services

## 8.0 ADOPTION OF MINUTES OF COMMITTEES

8.1 **Communities & Wellbeing Committee - 3 February 2026**  
□ *CWC 03.02.2026 DRAFT Minute for Adoption.pdf* Page 19

8.2 **Environment & Sustainability Committee - 4 February 2026**  
□ *ESC 04.02.2026 Draft Minutes for Adoption.pdf* Page 31

8.3 **Special Governance & Audit Committee - 10 February 2026**  
□ *(S) G&A 10.02.2026 Draft Minutes for Adoption.pdf* Page 36

8.4 **Corporate Services Committee - 11 February 2026**  
□ *CSC 11 02 2026 DRAFT Minute for Adoption.pdf* Page 39

8.5 **Regeneration & Growth Committee - 12 February 2026**  
□ *RGC 12 02 2026 Draft Minutes for Adoption.pdf* Page 46

8.6 **Planning Committee - 12 January 2026 (for Noting)**  
□ *PC 12.01.2026 - Ratified Minutes (FOR NOTING).pdf* Page 52

## **9.0 REPORT FROM CHIEF EXECUTIVE**

9.1 **Requirement to enter into a Section 76 planning agreement for planning application on lands north of 60 Rathfriland Road and southwest of 52 Rathfriland Road, Dromara (LA05/2022/0821/F)**  
*For Decision*  
□ *FINAL S76 report - Full Council - LA05 2022 0821F.pdf* Page 61  
□ *Appendix 1 Section 76 Agreement - 16 February 2026 - Finalised.pdf* Page 63  
□ *Appendix 2 PL-01 Site Location Plan.pdf* Page 81  
□ *PL-02H Proposed Site Layout Plan.pdf* Page 82

9.2 **Requirement to enter into a Section 76 planning agreement for planning application on lands adjacent to 3-19 Moira Road, Lisburn (LA05/2023/0377/F)**  
*For Decision*  
□ *FINAL S76 report - Full Council - LA05 2023 0377F.pdf* Page 83  
□ *Appendix 1 B010170082 Undated PA Signed by Applicant.pdf\_Redacted.pdf* Page 85  
□ *Appendix 2 B010170082 25132 F01 Site Layout.pdf (2).pdf* Page 101

## **10.0 REPORTS FROM MEMBERS ON BOARDS**

(None)

## **11.0 REPORTS ON DECISIONS SUBJECT TO THE RECONSIDERATION PROCEDURE**

(None)

## **12.0 NOTICES OF MOTION**

12.1 **No. 1 in the name of Alderman A G Ewart MBE on the Subject of Delays in Postal Deliveries throughout the Lisburn and Castlereagh Area**

*For Decision*

— *2026 02 11 - NOM re Delays in Postal Deliveries (Ald Ewart).pdf*

*Page 102*

## **13.0 CONFIDENTIAL BUSINESS**

*For Approval*

(None)

## **14.0 ANY OTHER BUSINESS**

## LISBURN &amp; 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:

Signed:	Date:
---------	-------

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

MM 27.01.2026

3

LISBURN & CASTLEREAGH CITY COUNCILMinutes of the Monthly Meeting of Council held in the Council Chamber, Lagan Valley Island and Remote Locations on Tuesday 27 January, 2026 at 7:00 pmPRESENT IN CHAMBER:

The Right Worshipful the Mayor  
Alderman A Grehan

Aldermen J Baird, A G Ewart MBE, O Gawith, M Gregg,  
A McIntyre and J Tinsley

Councillors J Bamford, R T Beckett, S Burns, P Catney,  
D J Craig, A P Ewing, A Givan, A Gowan, J Harpur,  
B Higginson, G Hynds, D Lynch, U Mackin, B Magee,  
T Mitchell, C McCready, M McKeever and G Thompson

PRESENT REMOTELY:

Deputy Mayor, Alderman H Legge

Alderman S Skillen

Councillors D Bassett, R Carlin, K Dickson, J Gallen,  
C Kemp, G McCleave, R McLernon and N Parker

IN ATTENDANCE:

Lisburn & Castlereagh City Council

Chief Executive  
Director of Organisation Development and Innovation  
Director of Leisure and Community Wellbeing  
Director of Environmental Services  
Director of Regeneration and Growth  
Head of Governance & Communications (remote attendance)  
Member Services Officers (FA & EW)  
Technician  
IT Officer

Commencement of the Meeting

At the commencement of the meeting, The Right Worshipful the Mayor, Alderman A Grehan, welcomed those present to the meeting of Council which was being live-streamed to enable members of the public to hear and see the proceedings. The Mayor 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 Chief Executive outlined the evacuation procedures in the case of an emergency. 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.

MM 27.01.2026

Prayers

4

The Right Worshipful the Mayor welcomed the Mayor's Chaplain, Rev Andrew Thompson, to the meeting of Council. Rev Thompson addressed the meeting and said a prayer, during which he offered condolences to Colin McKenna, Portfolio Office, and Susannah McKenna-Strathern, Island Arts Centre, on the passing of their father and grandfather, Mr Bernard McKenna.

Holocaust Memorial Day

Following the prayer the Right Worshipful the Mayor asked everyone present to observe a minute's silence to mark Holocaust Memorial Day, to remember the victims of the Holocaust and honour all those whose lives had been devastated by genocide, and to reaffirm a shared commitment to uphold dignity, humanity and respect, and to challenge hatred and intolerance in all its forms. The Mayor advised that the theme for the year was Bridging Generations which aimed to highlight the crucial role of the next generation in preserving the memory of the Holocaust.

The Council stood and observed a minute's silence at 7.10 pm.

Statement by The Right Worshipful the Mayor, Alderman A Grehan, on Comments Made by the President of the United States of America

The Right Worshipful the Mayor, Alderman A Grehan, addressed the recent comments of the President of the United States of America, Donald Trump, on the role of NATO soldiers during the war in Afghanistan. The Mayor spoke of the hurt these comments had caused to service personnel and their families across Northern Ireland, in particular Mr Andrew Allen MLA MBE. The Mayor paid respect to the 9 service personnel from Northern Ireland, and 457 from the United Kingdom as a whole, who lost their lives during the war in Afghanistan and stated that their sacrifice should be recognised truthfully and with respect. The Mayor continued that subsequent comments had acknowledged the bravery of UK and NATO front line soldiers.

Bondi Beach Atrocity – Reply from Lord Mayor of Sydney

The Right Worshipful the Mayor, Alderman A Grehan, advised that having written to the Lord Mayor of Sydney on behalf of the Council and people of the Lisburn and Castlereagh area, that a letter of reply had been received. The Mayor read the reply to the Chamber which thanked the Mayor for sending her condolences and advised of a minute titled "Solidarity With Our Jewish Community" which had been unanimously endorsed by City of Sydney Council. A copy of the minute was enclosed. The letter from the Lord Mayor of Sydney also advised that Waverley Council manages Bondi Beach and the surrounding suburbs. The Right Worshipful the Mayor, Alderman A Grehan, advised that she had written to the Mayor of Waverley Council to offer condolences to them.

Rev A Thompson left the meeting at this point (7.15 pm).

MM 27.01.2026

5

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, Alderman A Grehan, and the Deputy Mayor, Alderman H Legge, since the last meeting of Council.

2. Apologies

It was agreed to accept apologies for non-attendance at the meeting on behalf of Alderman S P Porter and Councillors J Laverty, S Lowry and A Martin.

3. Declarations of Interest

Declarations of interest were declared by Alderman J Baird and Councillors A P Ewing, A Gowan and G Thompson, each due to being a private landlord, in respect of item 3.3 of the minutes of the Environment & Sustainability Committee held on 7 January, 2026 'Update on the Landlord Registration Scheme NI Transfer to LCCC'.

4. Council Minutes

4.1 Council Meeting – 16 December, 2025

It was proposed by Alderman A G Ewart, seconded by Councillor T Mitchell, and agreed that the minutes of the meeting of Council held on 16 December, 2025 be confirmed and signed.

5. Matters Arising

There were no matters arising.

6. Deputations

There were no deputations.

7. Business Required by Statute

(i) Signing of Legal Documents

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

- Lisburn and Castlereagh City Council and McKinstry Skip Hire Ltd (McKinstry Biomass), 81-83 Belfast Road, Crumlin BT29 4TL – Contract

MM 27.01.2026

6

(i) Signing of Legal Documents (Cont'd)

for the Collection, Transportation and Recovery of Waste Wood from Council Household Recycling Centres (Ref: STA 25/26-023)

- Lisburn and Castlereagh City Council and Tourist Wise Ltd (t/a Brilliant Trails), 4 The Courtyard Galgorm Castle, 114 Galgorm Road, Ballymena BT42 1HL – Contract for T24/25-046 Tender for Maintenance/Repair of Display Features
- Lisburn and Castlereagh City Council and Bennett Freehill Ltd, 380c Belmont Road, Belfast BT4 2NF; and Knox Clayton Architects, 2A Wallace Avenue, Lisburn BT27 4AA; and FCM Partnership, 216-218 Holywood Road, Belfast BT4 1PD; and ADD Consulting Engineers Ltd, 21 High Street, Lurgan BT66 8AH – Contract for T25/26-004 Tender for Design Team for Proposed Changing Rooms at Aghalee Playing Fields and Seycon Park
- Lisburn and Castlereagh City Council and Norspace, 2 Glenavy Road, Upper Ballinderry, Lisburn BT28 2EU; and Balloo Hire Centre Ltd, 31 Sydenham Road, Belfast BT3 9DH; and KDM Hire Ltd, Alexander Road, Castlereagh, Co Down BT6 9HP – Contract for T25/26-057 Tender for Hire of Chemical Toilets

8. Adoption of Minutes of Committees**Communities and Wellbeing Committee****6 January, 2026**

Proposed by Councillor T Mitchell  
Seconded by Councillor A Givan

**Environment and Sustainability Committee****7 January, 2026**

Proposed by Alderman O Gawith  
Seconded by Councillor S Burns

**Regeneration and Growth Committee****8 January, 2026**

Proposed by Councillor C Kemp  
Seconded by Councillor J Harpur

**Corporate Services Committee****14 January, 2026**

Proposed by Councillor B Higginson  
Seconded by Councillor J Bamford

**Planning Committee****1 December, 2025**

The minutes of the Planning Committee meeting of 1 December, 2025 had been circulated for noting only as these minutes had been agreed at the subsequent meeting of the Planning Committee on 12 January, 2026. It was proposed by Alderman J Tinsley, seconded by Alderman M Gregg, and agreed that their contents be noted.

MM 27.01.2026

7

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 Freedom of the City of Lisburn & Castlereagh for Mr Tommy Doherty

A copy of the following Notice of Motion in the name of Alderman A McIntyre, had been circulated to Members with the notice convening the meeting:

“That Lisburn & Castlereagh City Council resolves to confer the Freedom of the City upon Mr Tommy Doherty, in recognition of his distinguished wartime service, lifelong connection to the Lisburn area, and his contribution to the collective memory and heritage of our community.”

The Notice of Motion was proposed by Alderman A McIntyre and seconded by Councillor U Mackin.

Alderman A McIntyre opened by informing those present that Mr Tommy Doherty was a native of the Lisburn area and had served, with distinction, in the Royal Air Force during the Second World War, and gave a brief overview of his service as a driver, which started with training at Long Kesh and continued through to the surrender of Japan in August 1945. Alderman McIntyre spoke of the risks and difficulties Mr Doherty faced during his service, navigating jungle terrain in Malaysia and Singapore through challenging and often dangerous environments with significant risk. Alderman McIntyre advised that Mr Doherty, who had celebrated his 99<sup>th</sup> birthday in recent weeks, was ever-present at civic commemorations including services at Lisburn cenotaph in 2025, marking the 80<sup>th</sup> anniversaries of Victory in Europe and Victory in Japan. Alderman McIntyre advised of the links between Lisburn and the military, as a garrison town, and that he felt it would be fitting for the Council to recognise one of the City’s own citizens in this manner. Alderman McIntyre spoke of the charitable work Mr Doherty has undertaken since leaving the military, raising thousands of pounds to support veterans and their families over many years. In closing Alderman McIntyre stated he felt that conferring Freedom of the City on Mr Doherty would not only honour Mr Doherty’s personal contribution but also that of the wider generation that had served during the Second World War.

Councillor U Mackin, having seconded the notice of motion, recalled his first meeting with Mr T Doherty, while out canvassing, during which he learned of Mr

MM 27.01.2026

8

## 12.1 Freedom of the City of Lisburn & Castlereagh for Mr Tommy Doherty (Cont'd)

Doherty's service in the Royal Air Force and was able to look at Mr Doherty's collection of memorabilia. Councillor Mackin advised that Mr Doherty was in the rare position of being able to say neither he or any of his close comrades in his unit, lost their lives or were injured during the Second World War, and the pride Mr Doherty took in being able to say this. Councillor Mackin recalled commemorative military events, such as Centenary celebrations for the Royal Air Force in 2018, and advised that Mr Doherty was present at them all. Councillor Mackin stated that while Mr Doherty was immensely proud of his service, he remained incredibly humble and concluded by saying that he felt there were few other people in the Council area who were as worthy of the honour of Freedom of the City as Mr Doherty.

Alderman J Baird and the Lisburn & Castlereagh City Council's Veterans Champion, Alderman J Tinsley, both spoke in support of the Notice of Motion.

The Right Worshipful the Mayor, Alderman A Grehan, advised of charitable work she had undertaken alongside Mr T Doherty, including Mr Doherty lighting up his house with Christmas lights to raise money for her Mayoral charity, and selling poppies for the Royal British Legion in Tesco Supermarket.

The Notice of Motion as proposed by Alderman A McIntyre, seconded by Councillor U Mackin, was put to the meeting and agreed unanimously.

## 12.2 Winter Services

Alderman M Gregg left the meeting and returned during this item (7.47 pm and 7.50pm)

A copy of the following Notice of Motion in the name of Councillor A Gowan, had been circulated to Members with the notice convening the meeting:

"Lisburn & Castlereagh City Council notes the recent period of snow and ice and the understandable public concern about the condition of roads and footpaths across the borough during severe winter weather.

The Council recognises the vital importance of a safe and reliable road network in ensuring people can access schools, healthcare, workplaces and other essential services, particularly during challenging weather conditions.

The Council also wishes to commend the Department for Infrastructure's frontline staff and others, including farmers, who work in difficult and often hazardous conditions to keep roads open and safe, and to acknowledge their efforts during the recent cold weather.

At the same time, the Council believes it is important that the public has confidence in winter service arrangements on the grounds of public safety, reputation and supporting our thriving economy. The Council therefore

MM 27.01.2026

12.2 Winter Services (Cont'd)

9

seeks reassurance from the Department for Infrastructure regarding road gritting schedules, response arrangements, and the continued availability of salt boxes and grit piles in local communities, including confirmation that provision has not been reduced.

Lisburn & Castlereagh City Council agrees to write to the Minister for Infrastructure requesting these assurances, and to reaffirm the Council's commitment to work constructively with the Department for Infrastructure to help ensure the best possible winter service for the people of Lisburn and Castlereagh."

The Notice of Motion was proposed by Councillor A Gowan and seconded by Alderman J Baird.

Councillor A Gowan elaborated on his Notice of Motion by stating that it was in relation to icy conditions experienced across the Lisburn Castlereagh area some weeks prior, particularly in rural locations. Councillor Gowan spoke of the importance of safe roads and footpaths to public safety and the access to places of work, schools, healthcare facilities and for key services to take place including carers being able to get to the homes of those that rely on them, and collections of produce being able to take place at farms. Councillor Gowan advised of the problems he had seen first hand in his own DEA of Downshire East. Councillor Gowan stated that the intention of his Notice of Motion was not to criticise the front-line Department for Infrastructure staff who have done their best to ensure roads are safe, but rather to ensure winter service arrangements are robust, responsive and fair in areas such as:

- Clarity surrounding gritting schedules;
- Clarity on response arrangements;
- Availability and replenishment of gritting boxes; and
- Clarity on grit piles for rural roads.

Councillor Gowan continued that he was aware of a number of locations where residents had gone to locations of grit piles only find there was none, which left them exasperated with the situation. Councillor Gowan highlighted the fact that the route to the Dromara GP surgery was not included in the gritting schedule. In closing Councillor Gowan stated that he would like clarity from the Department of Infrastructure, that constituents receive the service they expect, and that there is preparedness for future inclement weather events caused by snow and ice.

Alderman J Baird, having seconded the notice of motion, agreed with the points raised by Councillor A Gowan. Alderman Baird raised concerns with the gritting process and advised of roads that been gritted in some sections, such as corners, but not others, and advised this needed to be addressed for main thoroughfares. Alderman Baird spoke on the replenishment of grit supplies and concluded with a suggestion that a collaborative approach between the Department of Infrastructure and Council could be used in the future, but clarity would be required.

12.2 Winter Services (Cont'd)

Councillor B Magee thanked the Council Officers for their response to flooding incidents earlier in the day. Councillor Magee spoke in favour of the Notice of Motion, during which she acknowledged and thanked the Department for Infrastructure for their response to the ice and snow earlier in the month, thanked members of the public who used grit boxes to treat footpaths and roads, and raised concerns with the current gritting schedule.

Councillor D Lynch thanked the front-line staff of the Department of Infrastructure who have worked long hours in difficult conditions to keep roads open, and commended the Minister for Infrastructure for her leadership with a focus on public safety. Councillor Lynch acknowledged that ongoing issues with roads existed.

The Deputy Mayor, Alderman H Legge spoke in favour of the notice of motion, and on behalf of Councillor A Martin, thanked Council Officers for their role in responding to flooding incidents earlier in the day.

Councillor D J Craig reiterated the thanks already given to Officers for their work earlier in the day and paid tribute to the front-line staff of the Department of Infrastructure. Councillor Craig raised concerns with failures in grit supply replenishment and spoke of a rumour he had heard that a stock of grit had been taken from the Department of Infrastructure depot at Sprucefield by a private vehicle.

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

13. Any Other Business13.1 Road Surface Issue in Royal Hillsborough  
Councillor A Gowan

Councillor A Gowan raised concerns with the condition of the surface of Main Street in Royal Hillsborough, in particular the area at the junction with Ballynahinch Street. Councillor Gowan advised that he had been informed works were planned by Department of Infrastructure to rectify this, but that they have subsequently been cancelled due to the upcoming Public Realm Scheme approved earlier in the month at the Planning Committee meeting on 12<sup>th</sup> January 2026. The Director of Regeneration and Growth confirmed that the Council had received confirmation from the Department of Infrastructure that the planned resurfacing works had been cancelled in light of the upcoming Public Realm Scheme.

Councillor A Gowan proposed that given the Public Realm Scheme may not commence for a further 18 months, the Council engage with the Department for Infrastructure to address the condition of the road surface in the interim period. Alderman A G Ewart seconded this proposal. The Director of Regeneration and Growth advised he was content to raise the issue with the Department of Infrastructure.

13.2 Storm Chandra Flooding  
Councillor A Gowan

Councillor A Gowan thanked Council staff for their response to flooding cause by storm Chandra. Councillor Gowan requested:

1. an update on sandbags that it had previously been agreed would be provided for residents in the Magheraconlue area on a permanent basis; and
2. that the Council engage with the Housing Executive and Department for Infrastructure Rivers Agency on recurring flooding issues in Dromara.

The Chief Executive advised that work was ongoing with Anahilt and Magheraconlue residents groups with regards to community resilience and that officers would follow up with them, and accelerate conversations with the Housing Executive and Department for Infrastructure Rivers Agency regarding the flooding in Dromara.

13.3 Flooding at Ballybog Road, Derriaghy  
Councillor D J Craig

Councillor D J Craig advised that as the result of water run off from Aberdelghy Golf Course, flooding had occurred at neighbouring properties. Councillor Craig advised that works had been completed to resolve this in the past year but that following Storm Chandra, the flooding had occurred again. Councillor Craig requested an urgent meeting to discuss options the Council can take to implement and engineering solution to resolve this issue. The Right Worshipful the Mayor, Alderman A Grehan, advised that any Members with issues regarding flooding should address them directly with the appropriate Director.

13.4 Live Life Wellbeing Reception  
Councillor J Bamford

Councillor J Bamford expressed her thanks to the staff responsible for organising the reception for Live Life Wellbeing to celebrate their success in the Kings Awards for Volunteering which she had attended the evening prior. Councillor Bamford praised the catering company and spoke of how meaningful it was to the volunteers of Live Life Wellbeing and their families.

13.5 Public Conveniences in Bow Street, Lisburn  
Alderman A G Ewart

Alderman A G Ewart noted the lack of public conveniences in the Bow Street area of Lisburn City Centre, an issue which he had raised over a number of years. Alderman Ewart requested that the Council look for available properties that could be converted for this use and that a report is brought to Members detailing associated costs with such a proposal. The Chief Executive advised that feasibility work on this subject was in process alongside other projects and Officers would explore if another project could be de-prioritised.

MM 27.01.2026

12

13.6 New Year's Day Fire in Crans-Montana, Switzerland  
Councillor C Kemp

Councillor C Kemp requested that the Right Worshipful the Mayor, Alderman A Grehan, write to the Mayor of Crans-Montana to express sympathy and support on behalf of the people of the Lisburn & Castlereagh area, with the people of Crans-Montana. The Mayor advised she was happy to accommodate this request.

13.7 Cairnshill Integrated Primary School and Pitches at Cairnshill Drive, Belfast  
Councillor J Harpur

Councillor J Harpur raised concerns with the standards of the football pitches at Cairnshill Drive in Belfast and proposed the Council write to the Minister of Education on the subject of the site configuration and decision making on the site as a whole. Councillor M McKeever seconded this proposal.

13.8 Damage at the Garden of Reflection, Lagan Valley Island  
Councillor U Mackin

Councillor U Mackin spoke of significant damage that had been caused at the Garden of Reflection. Councillor Mackin advised that the annual service was due to take place in May and requested that repairs are expedited. The Right Worshipful the Mayor, Alderman A Grehan expressed her sadness at hearing of the damage to the Garden of Reflection. The Chief Executive advised that officers were investigating long term solutions but assured Councillor Mackin that the repairs would take place in a timely manner so the annual service could take place in May as planned.

13.9 Microsoft Copilot  
Councillor U Mackin

Councillor U Mackin queried the availability of Microsoft Copilot on Council I.T. devices and acknowledged that whilst it could be very useful, raised concerns that misuse could be dangerous. Councillor Mackin enquired what policies were in place on the use of this and what training was being provided to staff and Elected Members. The Chief Executive requested that Members ensure they have completed their most recent I.T. security training which would assist in the Council's resilience against cyber-attacks. The Director of Organisation Development and Innovation advised that there was a small pilot scheme ongoing for Microsoft Copilot to assess the suitability of the software for wider use by Council staff and Elected Members. The Director of Organisation Development and Innovation continued that in addition to the I.T. Policy and Digital Policy an A.I. Policy was being developed. Later in the meeting the Deputy Mayor, Alderman H Legge, advised that NILGA had run a webinar on Microsoft Copilot and that it is recorded and available for the Members to watch. The Deputy Mayor advised that perhaps the information contained in the webinar could be used in conjunction with the information and policy being compiled by the Council. The Chief Executive advised that officers would engage with the Deputy Mayor on this webinar.

MM 27.01.2026

13

13.10 Death of Mrs Rosa Parkes  
Councillor B Higginson

Councillor B Higginson spoke of the tragic death of Mrs Rosa Parkes, a resident from the Castlereagh South DEA, in an accident at Helen's Bay. Councillor Higginson requested that the Right Worshipful the Mayor, Alderman A Grehan write to Mrs Parkes' family to express condolences on behalf of the Council. The Mayor advised she was happy to accommodate this request.

13.11 Congratulations to Mr Christian Ennis  
Alderman S Skillen

Alderman S Skillen offered congratulations to Mr Christian Ennis on becoming the first player on the Darts Advanced Tour from Northern Ireland and requested that the Right Worshipful the Mayor, Alderman A Grehan send a letter of congratulations. The Mayor advised she was happy to accommodate this request.

13.12 Deaths of Mrs Renée Good and Mr Alex Pretti  
Alderman M Gregg

Alderman M Gregg spoke of the deaths of Mrs Renée Good and Mr Alex Pretti in Minneapolis, Minnesota, USA and paid tribute to both. Alderman Gregg requested that the Right Worshipful the Mayor, Alderman A Grehan write letters of condolence on behalf of the people of Lisburn & Castlereagh to:

1. Mrs Good's widow;
2. Mr Pretti's parents;
3. The Mayor of Minneapolis; and
4. The Governor of Minnesota

The Mayor advised she was happy to accommodate this request.

13.13 Introduction of Graduated Driver Licensing  
Councillor P Catney

Councillor P Catney advised that he had attended his first meeting as a member of the PCSP Committee the previous week and that he found it extremely informative especially in regard to the ongoing work on road safety. Councillor Catney recalled the tragic death of his brother, aged just 19, in a road traffic accident and welcomed the news that the Minister for Infrastructure had announced plans to introduce Graduated Driver Licensing to reduce the disproportionate involvement of new, primarily young, drivers in fatal and serious road traffic collisions. Councillor Catney commended the Department of Infrastructure for their work on this and stated that he welcomed any measures that improved road safety, especially for young drivers.

13.14 Members Confidentiality  
Alderman M Gregg

Alderman M Gregg spoke of his disappointment of a recent story in the press, in which information that had been discussed as part of confidential business in the

MM 27.01.2026

13.14 Members Confidentiality (Cont'd)

14

Council Chamber, had been included. Alderman Gregg advised that the Alliance Party have always championed transparency, but that some business should be discussed confidentially and remain so until published by the Council. Alderman Gregg stated that Councillors need to take confidentiality seriously and requested Members to be mindful that those that are leaking information to the press are in breach of the Council's Standing Orders, breaking their Elected Members Code of Conduct and their duty as a Councillor. Alderman Gregg requested that breaches of confidential information stop.

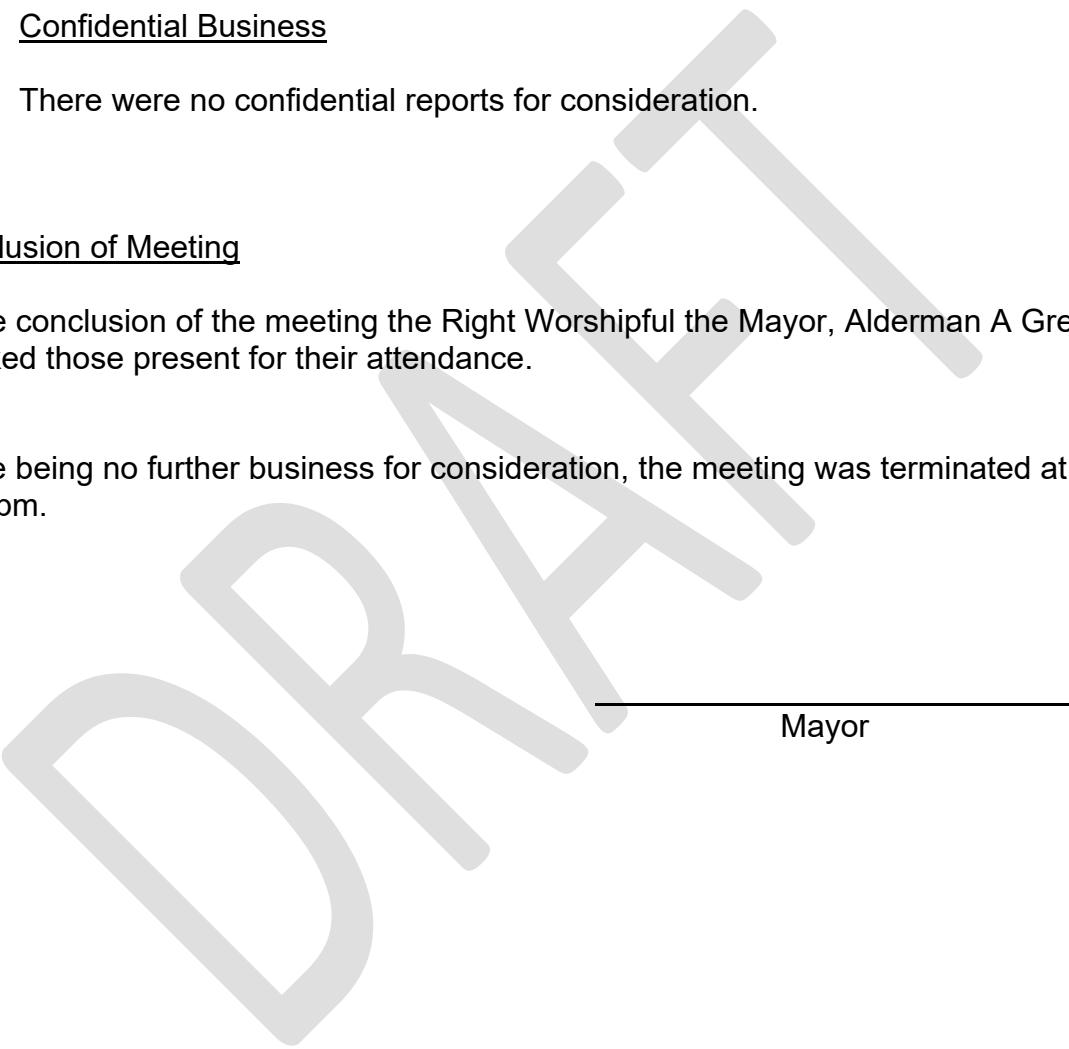
14. Confidential Business

There were no confidential reports for consideration.

Conclusion of Meeting

At the conclusion of the meeting the Right Worshipful the Mayor, Alderman A Grehan thanked those present for their attendance.

There being no further business for consideration, the meeting was terminated at 8.22 pm.



---

Mayor

(S) MM 05 02 2026

LISBURN & CASTLEREAGH CITY COUNCIL

15

Minutes of Special Meeting of the Council held in the Council Chamber and in Remote Locations on Thursday, 5 February 2026 at 6.01 pmPRESENT IN CHAMBER:

The Right Worshipful the Mayor  
Alderman A Grehan

Aldermen J Baird, A G Ewart MBE, O Gawith,  
M Gregg, A McIntyre and J Tinsley

Councillors J Bamford, R T Beckett, P Catney, K Dickson,  
A P Ewing, A Givan, A Gowan, J Harpur, B Higginson,  
G Hynds, C Kemp, U Mackin, B Magee, A Martin,  
G McCleave, C McCready, Rt Hon N Trimble and  
G Thompson

PRESENT REMOTELY:

Alderman S Skillen, Councillors D Bassett, S Burns, R Carlin,  
D J Craig, S Lowry, D Lynch, M McKeever, R McLernon,  
T Mitchell and N Parker

IN ATTENDANCE:

Lisburn & Castlereagh City Council

Chief Executive  
Director of Environmental Services  
Director of Organisation Development & Innovation  
Head of Finance  
Head of Governance & Administration  
Member Services Manager (Acting)  
Member Services Officer  
Technician  
IT Officer

Commencement of the Meeting

At the commencement of the meeting, The Right Worshipful the Mayor, Alderman A Grehan welcomed those present to the special meeting of Council, which had been convened to consider recommendations in connection with the striking of the district rate for 2026/2027. The special meeting was being live-streamed to enable members of the public to hear and see the proceedings.

The Chief Executive outlined the evacuation procedures in the case of an emergency.

Councillor A Givan entered the meeting at 6.03 pm.

1. Apologies

It was agreed that an apologies for non-attendance at the meeting be accepted on behalf of Alderman S P Porter, Councillors J Gallen and J Laverty, the Director of Leisure & Community Wellbeing and the Director of Regeneration & Growth.

(S) MM 05 02 2026

16

## 2. Declarations of Interest

There were no declarations of interest.

## 3. Minutes for Adoption

Councillor D Lynch joined the meeting remotely at 6.03 pm.

### 3.1 Special Corporate Services Committee – 22 January, 2026

#### Update on the Change to the District Rates by Chairperson, Councillor B Higginson

In bringing forward the minutes of the Special Meeting of the Corporate Services Committee of 22 January 2026 for adoption, the Chairperson, Councillor B Higginson, advised that the minutes were a true and accurate record of what had been agreed at that meeting. However, due to the pausing of the non-domestic revaluation by the Finance Minister the previous week the District rates being proposed that evening differed from those proposed at the Special Meeting of the Corporate Services Committee on 22 January. Councillor Higginson asked Members to note this update in relation to the change in the district rates.

It was proposed by Councillor B Higginson, seconded by Councillor J Bamford, and agreed that the minutes of the special meeting of the Corporate Services Committee held on 22 January, 2026 be confirmed and signed.

It was proposed by Councillor A Givan, seconded by Alderman A McIntyre, and agreed that the Chairperson's update on the change to the district rates be noted.

## 4. Report by the Chief Executive

### 4.1 District Rate and Draft Estimates of Income and Expenditure for 2026/2027

Councillor R Carlin and Alderman S Skillen joined the meeting remotely at 6.08 pm and 6.15 pm, respectively.

Members had been provided with a report and related appendices in connection with the Draft Estimates of Income and Expenditure for 2026/2027 for the various departments of the Council.

The Right Worshipful the Mayor, Alderman A Grehan, invited the Chairperson of the Corporate Services Committee, Councillor B Higginson, to address the Council.

During his address Councillor Higginson acknowledged that households and businesses continued to navigate real financial pressures. Councillor Higginson also acknowledged the encouraging signs with inflation and energy costs beginning to ease. He also welcomed the announcement by the Finance Minister

**(S) MM 05 02 2026****4.1 District Rate and Draft Estimates of Income and Expenditure for 2026/2027  
(Cont'd)**

17

in relation to the pausing of the revaluation of non-domestic properties, but added that the wider cost of living challenges remained very real within our communities.

Councillor Higginson referred to the rising costs faced by the Council and stated that despite these challenges the focus throughout this budget process had been to keep any increase in the district rate as low as possible, balancing fiscal responsibility with protecting the services that residents and businesses depend on every day. He also referred to, and elaborated on, the Council's £130 million capital investment programme which, he stated, continued to support the local economy, create jobs and strengthen communities. Councillor Higginson also highlighted the planned spend for the 2026/2027 financial year in relation to the capital programme.

In concluding Councillor Higginson having put forward the recommendations for the district as outlined in the report, indicated that the proposed increase would ensure that the Council continued to maintain one of the lowest district rates for households and businesses in Northern Ireland. He expressed thanks and appreciation to Members, the Chief Executive, Directors and Officers for their efforts, dedication and hard work throughout the estimates process.

Councillor J Bamford, Vice Chairperson of the Corporate Services Committee, seconded the proposals in relation to the district rates.

At this point Councillors G Hynds and P Catney put on record their concerns in relation to the proposed 4.25 % increase in the district rates. Both Members whilst having thanked the efforts of Officers in bringing forward the district rate proposals, made several comments in regard to their opposition of the proposed increase in the district rates. Other Members queried the suggestions made by Councillor Hynds and Councillor Catney and sought clarification, noting that no specific proposals relating to cuts or savings had been brought forward by either Member at the numerous previous meetings at which the draft estimates of income and expenditure had been discussed.

A discussion ensued during which other Members made a number of comments in response to the issues raised by Councillor Hynds and Councillor Catney.

Alderman J Tinsley, Councillor N Trimble and Councillor G McCleave, on behalf of their respective political parties, spoke in support the district rate proposals, and they too paid tribute to the Chief Executive, Directors and Officers who had worked hard over a number of months to ensure a low as possible rate rise for 2026/2027.

The Right Worshipful the Mayor, Alderman A Grehan, expressed disappointment in regard to an issue raised during the discussion and indicated that the matter could be taken up with the Commissioner for Standards and the Chief Executive. The Right Worshipful the Mayor also reminded Members that all Members had the opportunity to scrutinise the draft estimates reports over the past number of months.

**(S) MM 05 02 2026****18**

**4.1 District Rate and Draft Estimates of Income and Expenditure for 2026/2027**  
 (Cont'd)

It was proposed by Councillor B Higginson, seconded by Councillor J Bamford, and, on a recorded vote being taken, agreed that:

- (a) approval be given to the suite of plans, policies, strategies and indicators contained within the estimates documents; and
- (b) the district rate for the financial year 2026/2027 be set at 4.25% for both the domestic and non-domestic rate.

There were 34 votes in favour of the above proposal and two votes against, the voting being as follows:

In Favour: Alderman J Baird, Councillor J Bamford, Councillor D Bassett, Councillor R T Beckett, Councillor S Burns, Councillor R Carlin, Councillor D J Craig, Councillor K Dickson, Alderman A G Ewart, Councillor A P Ewing, Alderman O Gawith, Councillor A Givan, Councillor A Gowan, Alderman M Gregg, The Right Worshipful the Mayor, Alderman A Grehan, Councillor J Harpur, Councillor B Higginson, Councillor C Kemp, Councillor S Lowry, Councillor D Lynch, Councillor U Mackin, Councillor B Magee, Councillor A Martin, Councillor T Mitchell, Councillor G McCleave, Councillor C McCready, Alderman A McIntyre, Councillor M McKeever, Councillor R McLernon, Councillor N Parker, Alderman S Skillen, Councillor G Thompson, Alderman J Tinsley and Councillor N Trimble

**TOTAL: 34**

Against: Councillor P Catney and Councillor G Hynds

**TOTAL: 2**

The Right Worshipful the Mayor acknowledged the efforts during the rate setting process, of the Chairperson of the Corporate Services Committee, Councillor B Higginson.

Conclusion of the Meeting

At the conclusion of the meeting, The Right Worshipful the Mayor thanked those present for their attendance and there being no further business, the Special Meeting concluded at 6.31 pm.

---

Mayor

**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 3<sup>rd</sup> February 2026 at 6.00 pm.**

**PRESENT IN  
COUNCIL CHAMBER  
(COMMITTEE):**

Councillor T Mitchell (Chair)

Councillor A Givan (Vice-Chair)

The Right Worshipful The Mayor  
Alderman A Grehan

Deputy Mayor  
Alderman H Legge

Alderman A McIntyre

Councillors T Beckett, J Craig, J Gallen, B Higginson, C Kemp, G McCleave, G Thompson and The Hon N Trimble

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

Alderman S Skillen

Councillor K Dickson

**PRESENT IN  
COUNCIL CHAMBER  
(NON-COMMITTEE)**

Councillor G Hynds

**PRESENT IN A  
REMOTE LOCATION  
(NON-COMMITTEE)**

Alderman J Tinsley

**IN ATTENDANCE:**

Director of Leisure & Community Wellbeing  
Head of Communities  
Head of Sports Services  
Head of Parks & Amenities (Acting)  
Member Services Officers (RN & EW)

**Commencement of Meeting**

The Chair, Councillor T Mitchell, welcomed everyone to the meeting and extended a particular welcome to Mrs Kelly Irwin who had recently been appointed as Acting Head of Parks & Amenities, and wished Kelly well in her new post.

The Chair also welcomed visitors seated in the public gallery, one of who was a student visitor from the Council area.

The Chair 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 S Skillen joined the meeting on a remote basis during the housekeeping announcements. (6.02 pm)

#### 1. Apologies

Apologies for non-attendance were accepted and recorded on behalf of Councillors R Carlin and S Lowry.

#### 2. Declarations of Interest

The following Declarations of Interest were made:-

##### Item 4.1 of Report of Head of Communities – “Inclusive Communities Support Fund – Outcome of Assessments 2026/2027”

- Alderman S Skillen as (i) her place of employment had applied for funding and (ii) she had assisted a number of groups in their applications for funding. Would be leaving the meeting for this item.

##### Item 4.2 of Report of Head of Communities – “Community Bursary Scheme 2025/2026 - Updated Outcomes to Date”

- Councillor T Mitchell as a Shareholder in Ballymacash Sports Academy. Pecuniary interest. As item is for noting only, Councillor Mitchell indicated – subject to Committee approval - he would not vacate the Chair. There were no objections to this course of action.
- Alderman S Skillen as (i) her place of employment had applied for funding and (ii) she had assisted a number of groups in their applications for funding. Would be leaving the meeting for this item.

Item 4.3 of Report of Head of Communities – “Community Cohesion Fund – Outcome of Assessments 2025/2026”

- Alderman S Skillen as (i) her place of employment had applied for funding and (ii) she had assisted a number of groups in their applications for funding. Would be leaving the meeting for this item.

Item 4.4 of Report of Head of Communities – “Community Festivals Funding 2026/2027”

- Councillor C Kemp as (i) a committee member of St Joseph’s GAC, Glenavy and (ii) as Director of Glenclare Community Group. Non-pecuniary interest. Would be leaving the meeting for this item.
- Councillor T Mitchell as a Shareholder in Ballymacash Sports Academy. Pecuniary interest. Councillor Mitchell as Chair of Committee indicated that – subject to Committee agreement - he would not vacate the Chair, nor would he take any part in discussion. There were no objections to this course of action.
- Councillor G McCleave as a family member plays for and is a member of St Joseph’s GAC, Glenavy. Non-pecuniary interest. Would be leaving the meeting for this item.
- Alderman A McIntyre as he had delivered a tour for Lisburn Féile. Pecuniary interest. Would be leaving the meeting for this item.
- Alderman S Skillen as (i) her place of employment had applied for funding and (ii) she had assisted a number of groups in their applications for funding. Would be leaving the meeting for this item.

Item 4.5 of Report of Head of Communities – “Community Support Grant – Outcome of Assessments 2026/2027”

- Councillor C Kemp as Director of Glenclare Community Group. Non-pecuniary interest. Would be leaving the meeting for this item.
- Councillor T Mitchell as a Shareholder in Ballymacash Sports Academy. Pecuniary interest. Councillor Mitchell as Chair of the Committee indicated that – subject to Committee agreement - he would not vacate the Chair, nor would he take any part in discussion. There were no objections to this course of action.
- Alderman A McIntyre as he had delivered a tour for Lisburn Féile. Pecuniary interest. Would be leaving the meeting for this item.

3. Report of Director of Leisure & Community Wellbeing

3.1 Requests to use Council's Parks & 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:-

Organisation	Facility Requested	Purpose of Use	Date & Time
Railway Street Presbyterian Church	Wallace Park Bandstand	Easter Dawn Service	Sunday 5 <sup>th</sup> April 2026 (6.30 am – 7.30 am)
Lisburn Baptist Church	Wallace Park Bandstand	Easter Dawn Service	Sunday 5 <sup>th</sup> April 2026 (8.30 am – 9.00 am)
Moira Community Multi-Denominational Church	Moira Demesne Wildlife Garden	Easter Dawn Service	Sunday 5 <sup>th</sup> April 2026 (6.55 am – 7.35 am)
Cancer Focus NI	Wallace Park Lisburn with the use of the Bandstand as a stage with a small PA system for pre-race announcement	Fun Run for Charity	Sunday 22 <sup>nd</sup> March 2026 (12 noon – 2.00 pm)

It was proposed by Councillor J Craig, seconded by Councillor B Higginson and agreed to recommend that - subject to compliance with all 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.

3.2 Department for Communities

Consultation on the NI Executive Disability Strategy 2025-2035  
(Closing date: 20<sup>th</sup> March 2026)

The above consultation is available at [Consultation on the NI Executive Disability Strategy 2025-2035 | Department for Communities](https://www.dofcni.gov.uk/consultations/consultation-on-the-ni-executive-disability-strategy-2025-2035/).

Relevant documents and details of public consultation engagement events had already been furnished to Members.

3.2 Department for Communities  
Consultation on the NI Executive Disability Strategy 2025-2035  
(Closing date: 20<sup>th</sup> March 2026) (Continued)

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

- at its meeting to be held on the 24<sup>th</sup> February 2026, the Council be requested to delegate authority to the March 2026 meeting of the Communities & Wellbeing Committee to approve the response to the Northern Ireland Executive's Disability Strategy 2025-2035 for onward submission to the Department for Communities;
- any comments which Members may wish to have considered for inclusion in the draft response be forwarded to Officers by the 18<sup>th</sup> February 2026.

It was further agreed that - prior to their inclusion in the final draft response – any comments made by Members be provided to the Committee.

Councillor K Dickson joined the meeting on a remote basis during the Director's presentation of this item. (6.07 pm)

3.3 Lagan Valley Regional Park - Update

The Director reported extensively on the history of Lagan Valley Regional Park since its designation in 1967 in terms of its objectives, key role within the Council's strategies, governance and funding.

The Director advised of a decision by the Board of Lagan Valley Regional Park (LVRP) to take steps to wind-up the limited company and charitable status of the LVRP and in this regard, the following items of correspondence had been provided:-

- letter dated the 5<sup>th</sup> January 2026 from the Chair of LVRP to the Council's Chief Executive in regard to Wind-Up Procedures for LVRP;
- letter dated the 23<sup>rd</sup> January 2026 from the Minister of Agriculture, Environment & Rural Affairs to the Chair of LVRP responding in regard to the decision of the Board of LVRP to take steps to wind up the limited company and charitable status of the LVRP;
- letter dated the 29<sup>th</sup> January 2026 from the Council's Director of Leisure and Community Wellbeing to the Minister of Agriculture, Environment & Rural Affairs setting out the key role of LVRP in the Council's activities and taking up the Minister's offer to engage with the Council.

### 3.3 Lagan Valley Regional Park – Update (Continued)

It was agreed to recommend that the Director's report and the three items of correspondence set out above be noted.

It was further agreed on a Proposal made by Alderman A McIntyre and seconded by Councillor J Craig that the Council engage with the Department for Infrastructure (DfI) so that they might be urged to provide funding for the maintenance of Lagan Valley Regional Park rather than such maintenance being dependent on the work of volunteers, and also recognising that the LVRP is a statutory consultee for the planning process which comes under the remit of the DfI.

Councillor A Givan placed on record his appreciation of the contribution made by the Council's representatives on the Lagan Valley Regional Park over the years, the current representatives being Councillors A Martin and U Mackin. Councillor J Craig stated that Councillor Givan himself had in the past been a member of Lagan Valley Regional Park and that his contribution also should be placed on record.

During discussion of this item:-

- Alderman J Tinsley joined the meeting on a remote basis. (6.10 pm)
- Councillor B Higginson left and returned to the Chamber. (6.10 pm and 6.15 pm respectively)

## 4. Report of Head of Communities

### 4.1 Inclusive Communities Support Fund Outcome of Assessments 2026/2027

Alderman S Skillen left the meeting on a remote basis immediately before this item commenced. (6.18 pm)

The Head of Communities reported extensively on the Inclusive Communities Support Fund in terms of its objectives, available funding, the number of applications received during the application process and the outcomes thereof.

In addition to the narrative report, Members had been provided with copy of a table of outcomes of assessment under the Inclusive Communities Support Fund for 2026/2027.

Given that there would be an underspend of available funding of £38,350.00 following the award of funding to the successful groups, the Director had written to The Executive Office (TEO) setting out Officers' intentions as to how this underspend would be utilised, ie in order to uplift and support other funding mechanisms that are overspent.

4.1 Inclusive Communities Support Fund  
Outcome of Assessments 2026/2027 (Continued)

The Head of Communities reported that TEO had verbally confirmed acceptance of this course of action, however written confirmation was awaited.

It was proposed by Councillor G Thompson, seconded by Councillor A Givan and agreed to recommend that:-

- the allocated amount of funding for each successful applicant be approved;
- all applicants (particularly unsuccessful and low scoring applicants) receive feedback and support from Officers as required.

4.2 Community Bursary Scheme 2025/2026  
Updated Outcomes to Date

In addition to the narrative report, the Committee had been provided with a table of outcomes of applications to the Community Bursary Scheme for the period April 2025 – December 2025. Authority to approve applications had been delegated to the Chair and Vice-Chair of the Committee in consultation with the Head of Communities.

It was proposed by Councillor B Higginson, seconded by Alderman A McIntyre and agreed to recommend that the report and outcome of applications be noted.

4.3 Community Cohesion Fund – Outcome of Assessments 2025/2026

The Head of Communities reported extensively on the Community Cohesion Fund in terms of its objectives, available funding, the number of applications received during the application process and the outcomes thereof.

In addition to the narrative report, Members had been provided with copy of a table of outcomes of assessment under the Community Cohesion Fund for 2025/2026. Authority to approve applications had been delegated to the Chair and Vice-Chair of the Committee in consultation with the Head of Communities.

The resultant underspend of £520.00 would be absorbed into the Council's Good Relations Programme 2025/2026.

The Head of Communities responded to Members' questions and confirmed that one-to-one feedback was given to unsuccessful applicants.

It was proposed by Councillor B Higginson, seconded by Alderman A McIntyre and agreed to recommend that the report and outcome of applications be noted.

#### 4.4 Community Festivals Funding 2026/2027

Alderman A McIntyre and Councillors C Kemp and G McCleave left the Chamber immediately prior to discussion of this item. (6.22 pm)

The Head of Communities reported extensively on the Community Festivals Fund in terms of its objectives, the number of applications received during the application process, the outcome thereof and information sessions to engage with the public. It was noted that a Letter of Offer regarding funding had not as yet been received from the Department for the Communities so the projected amount from the DfC was being taken at risk.

In addition to the narrative report, Members had been provided with copy of a table of outcomes of assessment under the Community Festivals Fund for 2026/2027.

As a number of events in this work-stream aligned with the Dispersal Fund, which was underspent, the Director had written to The Executive Office advising that it would be the intention of officers to use some of the underspend in the Dispersal Fund to strengthen the Community Festivals Fund. The Head of Communities reported that TEO had verbally confirmed acceptance of this course of action, however written confirmation was awaited.

The Head of Communities responded to Members' questions.

It was proposed by Councillor B Higginson, seconded by Councillor J Craig and agreed to recommend that:-

- the allocated amount of funding for each successful applicant based on weighted score be approved;
- in the event of the external funding from the Department for Communities and the Executive Office not materialising, the resultant shortfall of £62,873.03 would be taken from in-year underspend or uncommitted reserves;
- all applicants (particularly unsuccessful and low scoring applicants) receive feedback and support from Officers as required. This would include training on the building of capacity to complete applications.

The Right Worshipful The Mayor, Alderman A Grehan, asked that engagement take place with Orchardville Football Club (an inclusive football club for young adults with a disability) in an effort to secure them funding from any available source.

#### 4.5 Community Support Grant – Outcome of Assessments 2026/2027

Councillor G McCleave returned to the Chamber immediately before this item commenced. (6.29 pm)

The Head of Communities reported extensively on the Community Support Grant in terms of its objectives, the number of applications received during the application process, the outcome thereof and information sessions to engage with the public. It was noted that a Letter of Offer regarding funding had not as yet been received from the Department for the Communities so the projected amount from the DfC was being taken at risk.

As a number of events in this work-stream aligned with the Dispersal Fund, which was underspent, the Director had written to The Executive Office advising that it would be the intention of officers to use some of the underspend in the Dispersal Fund to strengthen the Community Support Grant Fund. The Head of Communities reported that TEO had verbally confirmed acceptance of this course of action, however written confirmation was awaited.

In addition to the narrative report, Members had been provided with copy of a table of outcomes of assessment under the Community Support Grant for 2026/2027.

The Head of Communities responded to Members' questions.

It was proposed by Councillor B Higginson, seconded by Councillor G Thompson and agreed to recommend that:-

- the allocated amount of funding for each successful applicant based on weighted score be approved;
- in the event of the external funding from the Department for Communities and the Executive Office not materialising, the resultant shortfall of £74,435.84 would be taken from in-year underspend or uncommitted reserves;
- all applicants (particularly unsuccessful and low scoring applicants) receive feedback and support from Officers as required.

Councillor A Givan placed on record his thanks to the Head of Communities and her team for the substantial amount of work associated with the evaluation of grant applications.

The Head of Communities explained the ways by which funding methods are shared with community groups, organisations etc.

#### 4.6 Draft Good Relations Action Plan 2026/2027

Immediately before commencement of this item, the following Members returned to the meeting at 6.35 pm:-

- Alderman A McIntyre and Councillor C Kemp to the Chamber;
- Alderman S Skillen on a remote basis.

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

- Commissioning Letter dated the 5<sup>th</sup> December 2025 from The Executive Office inviting the Council to submit an application for funding under The Executive Office's District Council Good Relations Programme for 2026/2027;
- the Council's Draft Good Relations Action Plan for 2026/2027;
- Equality Screening document;
- Rural Needs Impact Assessment.

The Head of Communities advised that in the event of significant amendments being required to the Action Plan following its review and the budgetary position of the Executive Office, it would be brought back to the Committee.

The Head of Communities responded to Members' questions and gave an assurance that the rural areas would be actively engaged with.

An extension to the closing date for the receipt of the draft action plan had been secured to allow Council approval of the draft.

It was proposed by Councillor C Kemp, seconded by Alderman S Skillen and agreed to recommend that the 2026/2027 Good Relations Action Plan and associated budget as presented be approved.

#### 5. Any Other Business – Non-Confidential

##### 5.1 Lisburn & Castlereagh Sports Expo Lagan Valley LeisurePlex - 7<sup>th</sup> February 2026 (10.00 am – 3.00 pm) Councillor T Mitchell (Chair of Committee)

The Chair, Councillor T Mitchell, referred to the flyer which had been distributed to those Members present in the Chamber in regard to the Lisburn and Castlereagh Sports Expo being held at the Lagan Valley LeisurePlex on Saturday 7<sup>th</sup> February 2026, and encouraged them to attend.

5.2 Carryduff Running Club  
5k and 10k Runs on Sunday 1<sup>st</sup> March 2026  
Councillor J Gallen

Councillor J Gallen referred to the inaugural “Run The Duff” 5k and 10k Runs which Carryduff Running Club was holding on Sunday 1<sup>st</sup> March 2026 and commended the Club for this initiative.

5.3 Policy on Cancellation of Football Fixtures  
Councillor B Higginson

Councillor B Higginson enquired if the Council policy on cancellation of football fixtures had been changed as he was aware that recent fixtures at the Cairnshill pitches had been cancelled by the Council at very short notice. It had previously been the case that the referee would have taken the decision to cancel a fixture.

The Director confirmed that the policy had not changed, however the Adverse Weather Policy would have been considered for the use of the pitch. The Director advised that she would ask her team to pick this matter up with Newtownbreda Football Club.

5.4 E-Scooters in Wallace Park and Bow Street, Lisburn  
Councillors N Trimble and G Hynds

Councillor N Trimble referred to the dangers posed to pedestrians by E-Scooters which were prevalent both in Wallace Park and in Bow Street, Lisburn. A user of Wallace Park had understood from the Council that a Risk Assessment was to have been carried out in Wallace Park but – to -date – the user had not been updated on this matter.

The Director would ask her team to pick this matter up with Councillor Trimble off-line.

Councillor G Hynds concurred with the comments of Councillor Trimble and referred to the prevalence of E-Scooters in Bow Street also. Councillor Hynds asked if the Lisburn & Castlereagh PCSP could look at this matter.

Alderman J Tinsley left the meeting on a remote basis during discussion of this matter. (6.45 pm)

5.5 Thornleigh Drive, Lisburn – Parking  
Councillors G Hynds and T Mitchell (Chair)

Councillor G Hynds referred to cars associated with local schools which were parked at Thornleigh Drive, Lisburn. The parked cars were creating problems in regard to traffic flow in the area. Councillor Hynds was aware that the PSNI and the Lisburn & Castlereagh PCSP were aware of this, but he wished to highlight it again.

5.5 Thornleigh Drive, Lisburn – Parking (Continued)  
Councillor G Hynds and T Mitchell (Chair)

The Chair, Councillor T Mitchell concurred with the comments of Councillor Hynds as he too had received complaints about this matter.

5.6 Works to Playparks  
Councillor G Hynds

Councillor G Hynds expressed his thanks to the Director and her team for the works carried out to parks at Huguenot Drive, Riverbank, Hill Street and Hilden, Lisburn.

5.7 Glenmore Activity Centre – Flood Defence Measures  
Councillor G Hynds

Councillor G Hynds referred to the flood defence measures which had been installed at Glenmore Activity Centre and stated that they appeared to be very effective.

6. Any Other Business – Confidential

There were no confidential items included in the agenda for consideration. However the Chair, Councillor T Mitchell, invited Members to indicate if they had any items of a confidential nature which they would wish to raise.

There were no items of a confidential matter raised by Members.

The Chair, Councillor T Mitchell, thanked those present for their attendance and - there being no further business - the meeting concluded at 6.47 pm.

---

MAYOR/CHAIR

LISBURN & CASTLEREAGH CITY COUNCILMinutes of Meeting of the Environment and Sustainability Committee held in the Council Chamber, Island Civic Centre, on Wednesday 4 February 2026 at 6.00 pmPRESENT IN CHAMBER:

Alderman O Gawith (Chair)

Councillor S Burns (Vice-Chair)

Alderman J Baird

Councillors J Bamford, P Catney, A Givan, G Hynds, B Magee, C McCready, M McKeever and N Parker

PRESENT IN REMOTE LOCATION:

Alderman S Skillen

Councillors D Bassett, A Gowan and R McLernon

IN ATTENDANCE:

Director of Environmental Services

Head of Service (Environmental Health, Risk &amp; Emergency Planning)

Head of Service (Building Control &amp; Sustainability)

Waste Policy and Development Manager

Member Services Officers (EW and BS)

Commencement of the Meeting

The Chair, Alderman O Gawith, 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. The Chair stated that unauthorised recording was not permitted, as per the Council's Standing Orders. The Chair 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 Chair asked that 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. The Chair proceeded to outline the evacuation procedures in the case of an emergency.

1. Apologies

Apologies were recorded on behalf of the Deputy Mayor, Alderman H Legge and the Head of Service (Waste Management & Operational Services).

2. Declarations of Interest

There were no Declarations of Interest.

3. Report by Head of Service (Building Control and Sustainability)

3.1 The Climate Change (Reporting Bodies) Regulations (NI) 2024 - Adaptation

The Head of Service (Building Control and Sustainability) delivered this report, which the Members had already been furnished with.

It was proposed by Alderman J Baird, seconded by Councillor P Catney, and agreed to note:

- the update regarding the council's obligations under the Climate Change (Reporting Bodies) Regulations (NI) 2024; and
- the presentation of the information submitted in the report at a future meeting of the Environment & Sustainability Committee.

4. Report by Head of Service (Environmental Health, Risk and Emergency Planning)

4.1 Safeguarding Board for Northern Ireland (SBNI) Strategic Plan 2026-2030

The Head of Service (Environmental Health, Risk and Emergency Planning) delivered this report, which the Members had already been furnished with.

It was proposed by Alderman J Baird, seconded by Councillor J Bamford, and agreed to recommend approval of the consultation response document in relation to the Safeguarding Board for Northern Ireland (SBNI) Strategic Plan 2026-2030 to be submitted to SBNI on behalf of the council.

4.2 Department of Justice (DoJ) – Causeway Service Level Agreement

Alderman J Baird enquired when a URN number would be required. In response, the Head of Service advised, that if the council was seeking a prosecution a URN number would be required.

It was proposed by Councillor P Catney, seconded by Councillor M McKeever, and agreed to recommend approval of the signing of the SLA between the Department of Justice and Lisburn & Castlereagh City Council.

5. Report by Head of Service (Waste Management & Operational Services)

5.1 Bryson Recycling Service Disruption

In the absence of the Head of Service (Waste, Management & Operational Services), the Waste Policy and Development Manager delivered this report, which the Members had already been furnished with.

In response to a query from Councillor G Hynds regarding the sustainability of the council's intervention to help Bryson in the future, the Director of Environmental Services advised that while the council was able to intervene to help Bryson with kerbside collections during the period of significant disruption in January, this would not be possible in the long-term, and with Bryson's recovery plan put in place, she was hopeful that normal service would continue.

### 5.1 Bryson Recycling Service Disruption (Cont'd)

In response to a question from Councillor P Catney regarding the measures put in place to rectify the situation, the Director advised that the daily updates received from Bryson confirm that services are back to normal prior to the disruption.

Councillor D Bassett wished to put on record his thanks to the Director and the Environmental Services team for intervening to help get the recycling boxes in Castlereagh South and East emptied.

In response to comments made by Alderman S Skillen and other Members, the Director acknowledged the frustration experienced by residents, and was pleased to report that the stability of the service had greatly improved, and also thanked the residents for their patience and understanding.

Following a comment from Councillor B Magee around a minor amount of missed collections, the Director urged all Members to notify the council when constituents advise of this.

In response to a query from Councillor M McKeever regarding finance, the Director gave assurance that Bryson would reimburse the council for any expenses it incurred during the intervention.

The Director agreed to provide the committee with the details of the recoupment of costs from Bryson, following a request from Councillor D Bassett.

In response to a question from Councillor D Bassett regarding new lids for boxes, the Director advised that this was the responsibility of the council, and that one of her officers would be in touch with him about this.

It was proposed by Councillor P Catney, seconded by Councillor D Bassett, and agreed to note:

- the content of the report regarding service disruption to Bryson Recycling collections; and
- the stabilisation of service disruption from Monday 19 January 2026 following intervention from council to assist with missed collections in the preceding week.

During this item of business Councillor A Gowan left the meeting at 6.22 pm and Councillor P Catney left the meeting at 6.25 pm, having already proposed that the report be noted.

### 6. Any Other Business

#### 6.1 Hilden Mill Councillor G Hynds

Councillor Hynds reported that there had been pictures posted online and subsequently removed of a trespasser on the site of Hilden Mill.

6.1 Hilden Mill Cont'd  
Councillor G Hynds

In response, the Director advised that the council would contact the owner of Hilden Mill to report this.

6.2 Blocked Gullies/DFI  
Councillor G Hynds

In response to a question from Councillor G Hynds regarding the council being able to help DFI with blocked gullies, the Director advised that she, along with colleagues from Environmental Services and Waste, would be meeting with DFI Eastern Division Manager where this matter would be discussed.

6.3 Car Parking and Data  
Councillor C McCready

In response to a comment from Councillor C McCready regarding advertising still in place for free parking from last year, the Director advised that the council would undertake a cleanse of its car parks to ensure that any outdated information around free car parking is removed. Following a query from Councillor McCready and Councillor Hynds about the free car parking data collated as part of the overall council's Christmas Programme, the Director advised that the information would be brought back to a future meeting where the analysis would be presented.

6.4 DFI and Lagan Bank Car Park  
Alderman J Baird

Alderman J Baird requested that the Director, in her meeting with DFI, mention that the pipework between and away from gullies were often silted up with sediment, resulting in the water not being able to escape. In response to a request from Alderman Baird to observe the usage in Lagan Bank car park since the Health Centre opposite it had closed, the Director advised that this would be considered.

6.5 Volunteers  
Councillor N Parker

Councillor Parker wished to put on record her thanks to all the volunteers who carry out litter picking across the council area as included in the report on the Information & Correspondence Schedule. In response to a request from Councillor Parker to acknowledge the work that the volunteers do, the Director advised that she would liaise with the Mayor's office with the potential to recognise the volunteering effort, and obtain details through the Waste team of all those involved.

6.6 Nappy Scheme  
Councillor J Bamford

Councillor Bamford referred to the Nappy Scheme and asked for information on how the council delivered the information to constituents and how many would use it annually. In response, the Waste Policy and Development Manager advised that

6.6 Nappy Scheme (Cont'd)  
Councillor J Bamford

the scheme was advertised on the website and promoted once a year in 'Real Nappy Week'. She also advised that there was a poor uptake of the scheme and would look at ways of how to better promote.

The Chair, Alderman O Gawith, thanked Members for their attendance.

There being no further business, the meeting ended at 6.38 pm.

---

Chairperson

DRAFT

(S) GAC 10.02.2026

LISBURN & CASTLEREAGH CITY COUNCIL

36

Minutes of Special Meeting of the Governance and Audit Committee held in the Council Chamber and Remote Locations on Tuesday, 10 February, 2026 at 6:00 pmPRESENT IN CHAMBER:

Councillor D Lynch (Chair)

Mr E Jardine (Independent Member and Vice-Chair)

Alderman J Tinsley

Councillors J Bamford, D Bassett, D J Craig, A P Ewing, B Magee, A Martin, and R McLernon

PRESENT IN REMOTE LOCATION:

The Right Worshipful the Mayor, Alderman A Grehan

Aldermen O Gawith and S P Porter

Councillors S Burns, J Gallen, S Lowry and M McKeever

OTHER MEMBERS PRESENT IN CHAMBER:

Alderman A McIntyre

Councillors P Catney and K Dickson

OTHER MEMBERS PRESENT IN REMOTE LOCATION:

Alderman M Gregg

Councillors J Harpur, G Hynds, C Kemp, U Mackin, N Parker and G Thompson

IN ATTENDANCE:Internal Audit Manager  
Member Services Officer (FA)Commencement of the Meeting

The Chair, Councillor D Lynch, welcomed those present to the meeting. He pointed out that, unless the item on the agenda was considered under confidential business, this meeting would be audio recorded. In accordance with the Protocol for Remote Meetings, the Chair asked that those attending via zoom ensure that the meeting could not be seen or heard by any other person at their remote location when confidential business was being considered.

The Chair, Councillor D Lynch, asked that mobile phones be put on silent or switched off for the duration of the meeting. The Internal Audit Manager outlined the evacuation procedures in the case of an emergency.

1. Apologies

It was agreed to accept apologies for non-attendance at the meeting on behalf of the Deputy Mayor, Alderman H Legge.

2. Declarations of Interest

There were no declarations of interest.

3. Confidential Business

The matters contained in the confidential report 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 Councillor A P Ewing, seconded by Alderman J Tinsley and agreed that the following matters be considered “in committee,” in the absence of members of the press and public being present.

3.1 Confidential Briefing from the Internal Audit Manager - Closed Session (Members and Internal Audit Manager only)

In line with good practice and the Governance and Audit Committee Terms of Reference, Members met with the Internal Audit Manager in a closed session, the purpose of which was to allow for a confidential briefing to Members by the internal Audit Manager, and to afford Members the opportunity to ask questions that may not specifically be addressed as part of an audit, in the absence of management.

The Members Services Officer left the Meeting prior to the closed session taking place (6.05 pm).

Alderman J Tinsley left the meeting at 6.42 pm.

Councillor P Catney left the meeting at 6.54 pm.

Resumption of Normal Business

It was proposed by Councillor D J Craig, seconded by Councillor D Bassett, and agreed to come out of committee and normal business was resumed.

The Member Services Officers returned to the meeting at 6.56 pm.

**(S) GAC 10.02.2026**

There being no further business, the meeting ended at 6.57 pm.

38

---

Mayor/Chairperson

DRAFT

**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 11<sup>th</sup> February 2026 at 6.00 pm.**

**PRESENT IN  
COUNCIL CHAMBER  
(COMMITTEE):**

Councillor B Higginson (Chair)

Councillor J Bamford (Vice-Chair)

Aldermen A Ewart MBE and P Porter

Councillors R Carlin, A Ewing, J Harpur, G McCleave, R McLernon and The Hon N Trimble

**PRESENT IN  
REMOTE LOCATION  
(COMMITTEE)**

The Right Worshipful The Mayor

Alderman A Grehan

Alderman M Gregg

Councillors K Dickson and J Laverty BEM

**IN ATTENDANCE:**

Chief Executive

Director of Organisation Development & Innovation

Head of Assets

Head of Governance & Communications

Head of Innovation

Head of Planning & Capital Development

Member Services Manager (Acting)

Member Services Officer (RN)

**Commencement of Meeting**

The Chair, Councillor B Higginson, 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 Chief Executive outlined the evacuation procedures in the case of an emergency.

During the housekeeping announcements at 6.01 pm, Councillor R Carlin entered the Chamber and Alderman M Gregg joined the meeting on a remote basis.

## 1. Apologies

Apologies for non-attendance at the meeting were accepted and recorded on behalf of Councillors T Beckett and N Parker, and the Head of Finance.

## 2. Declarations of Interest

The Chair, Councillor B Higginson, declared an interest in Item 8.1 – “Report on Tender Awards” as a family member is an employee of one of the firms listed in one of the tender reports.

## 3. Report of Head of Governance & Communications

### 3.1 Army Benevolent Fund (NI) Belfast Blitz Concert Waterfront Hall, Belfast – Saturday 21<sup>st</sup> March 2026

Members had been provided with copy of a letter dated the 7<sup>th</sup> January 2026 from the Army Benevolent Fund (NI) regarding its concert on the 21<sup>st</sup> March 2026 marking the 85<sup>th</sup> anniversary of the Belfast Blitz and featuring the Band, Bugles, Pipes & Drums of the Royal Irish Regiment.

It was proposed by Alderman P Porter, seconded by Councillor N Trimble and agreed to recommend that the event referred to above be supported in the sum of £350.00 by the purchase of VIP tickets (£70.00 per ticket) for the following persons, or their nominees:-

- The Right Worshipful The Mayor
- the Chair of the Corporate Services Committee
- the Vice-Chair of the Corporate Services Committee
- the Veterans' Champion
- the Chief Executive.

## 4. Report of Head of Finance

In the absence of the Head of Finance who had presented an apology for non-attendance at the meeting, her report was presented by the Chief Executive.

### 4.1 Department of Finance Consultation on Small Business Rate Relief (Closing date: 29<sup>th</sup> January 2026)

It was agreed that the content of a response to the Department of Finance's consultation on the Small Business Rate Relief Scheme be noted on a retrospective basis.

4.1 Department of Finance  
Consultation on Small Business Rate Relief  
(Closing date: 29<sup>th</sup> January 2026) (Continued)

The Chief Executive advised that an extension to the closing date for the receipt of comments had been sought from the Department of Finance, but this had been refused. However, Members had been provided with the draft response prior to its submission to the Department.

The Right Worshipful The Mayor, Alderman A Grehan, joined the meeting on a remote basis during discussion of this item of business. (6.05 pm)

5. Report of Head of Assets

5.1 Draft CCTV & Visual Security Systems (VSS) Policy

The Chair, Councillor B Higginson, left the Chamber at the outset of this item and the business before the Committee was conducted by the Vice-Chair, Councillor J Bamford. (6.07 pm)

Councillor Higginson returned to the Chamber at 6.10 pm during discussion and prior to any decision being taken. Councillor Higginson resumed the Chair and conducted the remainder of business before the Committee.

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

- Draft CCTV &VSS Policy;
- Equality screening document.

It was proposed by Councillor J Harpur, seconded by Councillor N Trimble and agreed to recommend that:-

- the draft CCTV & VSS Policy be agreed;
- the steps as set out in the report in regard to the implementation of the CCTV & VSS Policy be agreed.

The Head of Assets agreed to confirm how quickly CCTV coverage could be accessed after its recording.

The Right Worshipful The Mayor, Alderman A Grehan, left the meeting on a remote basis during discussion of this item. (6.15 pm)

6. Report of Head of Planning & Capital Development

6.1 Review of Capital Governance Process (Phase 1)

The “Capital Governance Process” is the framework applied in order to plan, approve, manage and monitor new capital investments.

#### 6.1 Review of Capital Governance Process (Phase 1) (Continued)

In addition to the narrative report, nine templates relating to Capital Governance, Financial Summary, Project Initiation Requests and Business Cases had been provided. Some of the templates were new and others had been amended with the amendments being highlighted for Members' information.

It was proposed by Alderman M Gregg, seconded by Alderman P Porter and agreed to recommend that the Phase 1 changes as part of the Review of the Capital Governance Process be agreed, together with the associated nine documents which would be inserted in the Accounting Manual.

#### 7. Report of Head of Innovation

##### 7.1 Citizen Engagement Framework

The Citizen Engagement Framework establishes a clear, consistent and transparent approach as to how the Council engages with residents and stakeholders in the development of policies, programmes and services.

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

- Lisburn & Castlereagh City Council Citizen Engagement Framework 2026;
- Equality screening document;
- Rural Needs Impact Assessment document.

It was agreed to recommend that the report and appendices on the Citizen Engagement Framework be noted and be implemented on ratification of this decision.

#### 8. Any Other Business – Non-Confidential

No business of a non-confidential nature was raised by Members.

#### 9. Confidential Report from Chief Executive

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

##### 9.1 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 become available following meeting of Council on the 24<sup>th</sup> February 2026 and the signing of the contracts.

**9.2 Caretaker & Reception Services at Bradford Court**

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

Report to become available in June 2026 after commencement of the contract.

**9.3 Management Accounts – Period 9 of 2025/2026**

(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 become available following meeting of Council on the 24<sup>th</sup> February 2026.

**In Committee**

It was proposed by Councillor A Ewing, seconded by Councillor J Harpur and agreed that the Confidential Report of the Chief Executive be considered “in Committee”. (Recording was paused at this stage in proceedings. The member of the press left the meeting and there were no public present.) (6.22 pm)

The Head of Innovation and the Head of Planning & Capital Development left the Chamber. (6.22 pm)

**9.1 Report on Tender Awards**

Presented by the Head of Assets who, together with the Chief Executive, responded to Members' questions.

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

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

- T24/25-051 – Horticultural Supplies;
- T24/25-050 – Provision of Cleaning Services for Lisburn and Castlereagh City Council Premises;
- T25/26-021 – Conservation & Stabilisation of Schedule Monuments at Aghalee and Portmore Cemeteries;
- T25/26-035 – Call-off Framework Agreement for Provision of Electrical Services, Reactive and Project Works to Council Facilities (December 2025 – November 2026).

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

### 9.2 Caretaker & Reception Services at Bradford Court

Presented by the Head of Governance & Communications.

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

- Business Case for Caretaker & Reception Services at Bradford Court (inclusive of appendices on National Living Wage and Net Present Social Value/Cost);
- Equality screening document.

The Chief Executive, the Head of Governance and Communications, and the Head of Assets responded to Members' questions.

It was proposed by Councillor J Laverty, seconded by Councillor J Harpur and agreed to recommend that:-

- the report on the Caretaker & Reception Services at Bradford Court be noted;
- the Business Case for the Caretaker & Reception Services at Bradford Court be approved; and
- Option 1 as contained in the Business Case be accepted and be progressed by means of a tender process for provision of service continuity.

Councillor J Harpur left and returned to the Chamber during discussions about the letting arrangements. (6.47 pm and 6.49 pm respectively.)

Councillor K Dickson left the meeting on a remote basis during discussion. (6.48 pm)

### 9.3 Management Accounts – Period 9 of 2025/2026

Presented by the Chief Executive in the absence of the Head of Finance.

The Management Accounts for the period ending the 31<sup>st</sup> December 2025, together with the narrative report by way of explanation, were provided and duly noted. Also provided and noted was a schedule of legal fees for this period.

Councillor J Bamford requested that – for clarity purposes - a breakdown of expenditure by Directorate be provided.

Councillor K Dickson returned to the meeting on a remote basis at 6.57 pm.

10. Any Other Business – Confidential

10.1 The Cutts Household Recycling Centre – Thanks to Staff  
Alderman P Porter

Alderman P Porter commended the service provided by the staff at The Cutts Household Recycling Centre and asked that his appreciation be conveyed to those staff.

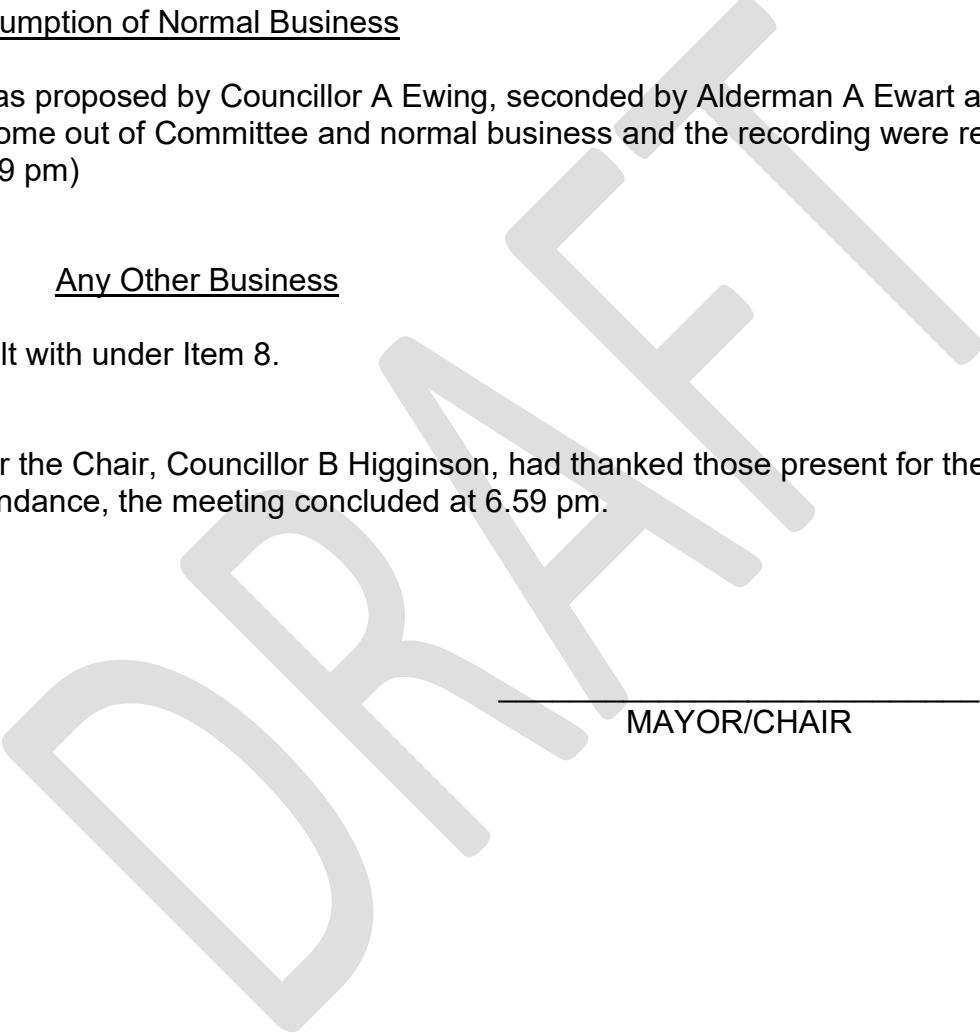
Resumption of Normal Business

It was proposed by Councillor A Ewing, seconded by Alderman A Ewart and agreed to come out of Committee and normal business and the recording were resumed.  
(6.59 pm)

11. Any Other Business

Dealt with under Item 8.

After the Chair, Councillor B Higginson, had thanked those present for their attendance, the meeting concluded at 6.59 pm.

MAYOR/CHAIR

LISBURN & CASTLEREAGH CITY COUNCIL

46

**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, 12 February 2026 at 6.00 pm**

**PRESENT IN THE CHAMBER:**

Councillor C Kemp (Chairperson)

Aldermen J Baird, A G Ewart MBE and A McIntyre

Councillors U Mackin, A Martin and C McCready

**PRESENT REMOTELY:**

Councillor J Harpur (Vice Chairperson)

The Right Worshipful the Mayor, Alderman A Grehan

Alderman M Gregg, Councillors J Gallen, J Laverty BEM and D Lynch

**IN ATTENDANCE**

Head of Assets

Head of Economic Development

Member Services Manager (Acting)

Member Services Officer

IT Officer

Commencement of Meeting

The Chairperson, Councillor C Kemp, extended a welcome to everyone in attendance at the February meeting of the Regeneration & Growth Committee.

The Chairperson 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 the case of an emergency.

1. Apologies

It was agreed to accept apologies for non-attendance on behalf of Councillors K Dickson, A Gowan, and the Director of Regeneration & Growth.

2. Declarations of Interest

There were no declarations of interest.

Alderman M Gregg joined the meeting remotely at 6.02 pm.

### 3. Report of Head of Economic Development

#### 3.1 2026/27 Tourism Major Events

Councillor D Lynch joined the meeting remotely during consideration of this item of business (6.08 pm).

Also, during this item of business, Alderman A McIntyre left the meeting at 6.11 pm and returned at 6.12 pm.

The Head of Economic Development's report detailed the background and key issues in connection with the Council's Major Tourism Events Funding programme for 2026/2027, it being noted that a total of seven applications had been received and following assessment there were six eligible applications.

A summary of the events that had applied for and been assessed to receive funding was detailed in the report circulated. Furthermore, a summary of evaluation outcomes from the previous year's (2025-2026) Tourism Major Events Programme together with the 2026-2027 outcomes had been appended to the Officer's report.

The Head of Economic Development drew Members' attention to the Athletics NI event in relation to its previous year's funding allocation, and advised that as the organisers had not confirmed an income figure by the time this report was issued, there was no record of an income recorded in the appended table. The Head of Economic Development advised that the organisers had since informed the Council that this event had over-achieved and as a consequence this event received the first half of their grant only.

The Vice Chairman, Councillor J Harpur, having welcomed this tourism funding initiative, expressed thanks to the Tourism Development Manager and the team for their efforts in progressing this funding initiative.

The Head of Economic Development responded to questions from Members in connection with a number of issues in connection with the 2026/2027 Tourism Major Events programme, including:

- event locations
- those events receiving less funding compared to the previous year
- long term viability of the major events that had received funding
- advertising and promotion of (a) the Council's Major Tourism Events funding programme and (b) the various major events

It was proposed by the Vice Chairperson, Councillor J Harpur, seconded by Councillor C McCready, and agreed to recommend that:

### 3.1 Major Tourism Events (Cont'd)

- a) the proposed recipients for funding support for the 2026/2027 Tourism Major Events programme be noted, and
- b) the evaluations of recipients for 2025/2026 Tourism Major Events programme be also noted.

### 3.2 Rural Business Development Grant Scheme funded by DAERA under the Tackling Rural Poverty and Social Isolation Programme (TRPSI)

The Head of Economic Development's report highlighted the background and key issues in connection with the Rural Business Development Grant Scheme under the Tackling Rural Poverty and Social Isolation (TRPSI) Programme.

The Head of Economic Development, by way of an update, reported that since the report had been issued one further application had been deemed successful and that a Letter of Offer had been issued the previous day.

The Committee had been furnished with a summary of all the successful applications to the above Rural Business Development grant scheme, which included the additional successful application.

It was agreed on a proposal by Alderman A G Ewart, seconded by Councillor C McCready, that the update report and summary in connection with the Rural Business Development Grant Scheme funded by DAERA under the Tackling Rural Poverty and Social Isolation be noted.

The Right Worshipful the Mayor, Alderman A Grehan, joined the meeting remotely during consideration of this item of business at 6.16 pm.

## 4. Any Other Business

### 4.1 Royal Hillsborough Road Resurfacing Update Councillor C McCready

The Head of Economic Development responded to comments from Councillor C McCready in relation to the issue of road resurfacing in Royal Hillsborough.

The Head of Economic Development also took the opportunity to update the Committee in connection with the Public Realm Scheme for Royal Hillsborough. Having reminded Members that the planning application for the public realm works had been approved by the Planning Committee in January past, reported that the construction works were scheduled in line with the agreed programme and would start with one of the car parks.

4.1 Royal Hillsborough Road Resurfacing Update (Cont'd)  
Councillor C McCready

It was also noted that the Public Realm Project Board had been established and due to meet this month.

5. Confidential Report from Director of Regeneration & Growth

The Chairperson, Councillor C Kemp, 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).

In Committee

It was proposed by Councillor A Martin, seconded by Alderman A G Ewart, 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.

5.1 Change of Lease (Lisburn Rangers)

(Redacted report to be published post signing and sealing of new lease at full Council)

The Head of Assets presented this item of business during which she responded to comments from Members present in connection with two key issues set out in the report.

The Committee had been furnished with a copy of Lisburn Rangers' current lease and also a map showing the existing boundary together with the proposed extended area.

It was proposed by Councillor J Laverty, seconded by The Right Worshipful the Mayor, Alderman A Grehan, and agreed to recommend that:

- a) the Committee approves the establishment of a new lease, as outlined in the report, to Lisburn Rangers in support of their TNiFF funding application, and
- b) further information on the issues raised be provided to Members.

It was noted also that the Head of Assets would contact a Member directly on the matters he had raised.

**5.2 Variation to Lease (Ballymacash Sports Academy)**

(Redacted report to be published post signing and sealing of new lease at full Council)

The Head of Assets presented this item of business during which she responded to comments from Members present in connection with key issues set out in the report.

The Committee had been furnished with a copy of the lease held by Ballymacash Sports Academy.

It was proposed by The Right Worshipful the Mayor, Alderman A Grehan, seconded by Alderman A McIntyre, and agreed that the Committee approves the lease amendments, as outlined in the report, to Ballymacash Sports Academy in support of their TNIFF funding application.

The Right Worshipful the Mayor expressed thanks to the Head of Assets for her efforts in connection with both this matter and the previous item of business, which she stated, would benefit both clubs.

**5.3 Dundrod Pits Tenure Arrangements**

(Redacted report to be published post termination of the current tenancy arrangements)

The Head of Assets presented this item of business and, along with the Head of Economic Development, responded to a question from a Member in regard to a key issue from the report circulated.

The Committee had been provided with a copy of the location map depicting the lands at Dundrod Pits.

It was proposed by Alderman J Baird, seconded by Councillor U Mackin, and agreed that the Committee agrees to rescind the current lease to Dundrod and District Motorcycle Club, for the reasons outlined in the report.

**5.4 PPM & RM 07 – Fire Doors and Emergency Exits – Tender Evaluation Criteria**

(Redacted report to be published following ratification at Council)

The Head of Assets presented this item of business and responded to, and elaborated on, a number of questions and comments from the Committee in regard to the above tender.

The Head of Assets undertook to provide costs on the current tender for PPM & RM 07 - Fire Doors and Emergency Exits to the Member concerned.

It was proposed by Alderman J Baird, seconded by Councillor J Laverty, and agreed to recommend that the tender evaluation award criteria, as outlined in the report, be approved.

Resumption of Normal Business

It was proposed by Alderman A G Ewart, seconded by Alderman J Baird, 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 6.54 pm.

---

Chairperson

DRAFT

PC 12.01.2026

LISBURN & CASTLEREAGH CITY COUNCIL

52

Minutes of Planning Committee Meeting held in the Council Chamber and in Remote Locations on Monday, 12 January, 2026 at 10.00 amPRESENT IN CHAMBER:

Alderman J Tinsley (Chair)

Councillor G Thompson (Vice Chair)

Aldermen O Gawith and M Gregg

Councillors P Catney, D J Craig, A Martin and N Trimble

IN ATTENDANCE:

Director of Regeneration and Growth

Head of Planning &amp; Capital Development

Principal Planning Officer (PS)

Senior Planning Officers (MB, PMcF and GM)

Member Services Officers (FA and EW)

Cleaver Fulton Rankin

Mr B Martyn, Legal Advisor

Ms C McPeake (remote attendance)

Mr P Lockhart (remote attendance)

Ms I Kelly (remote attendance)

Commencement of Meeting

At the commencement of the meeting, the Chair, Alderman J Tinsley, 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. The Head of Planning & Capital Development outlined 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 Councillors D Bassett, S Burns and J Laverty.

2. Declarations of Interest

Councillor A Martin declared a non-pecuniary interest in applications LA05/2023/0281/F and LA05/2023/0368/O as he had discussions with local residents regarding the applications. He would withdraw from the Council Chamber during consideration of these applications.

PC 12.01.2026

53

### 3. Minutes of Meeting of Planning Committee held on 1 December, 2025

It was agreed that the minutes of the meeting of Committee held on 1 December, 2025 be confirmed and signed.

### 4. Report from the Head of Planning & Capital Development

#### 4.1 Schedule of Applications

The Chair, Alderman J Tinsley, 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) LA05/2023/0281/F – Public Realm improvement works which include enhanced civic spaces at The Square and Lower Main Street. Also upgrade of streetscape to include new high-quality surfacing, rationalisation of parking with defined parking/loading bays introduced; upgraded street furniture and new cycle stands, lighting and street tree planting on lands within Royal Hillsborough at Lisburn Street, Ballynahinch Street extending through Main Street, the Square to Dromore Road, Park Street and Park Lane

Having declared an interest in this application, Councillor A Martin left the meeting (10.07 am).

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

The Committee received Mr D McKinstry to speak in support of the application. Mr McKinstry was joined by Mr A McGuigan and Mr D Fletcher. Together they responded to a number of Members queries.

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

#### Debate

During debate:

- The Chair, Alderman J Tinsley, thanked Officers for their work on the application and spoke of how it would greatly transform Royal Hillsborough. The Chair continued that the investment would attract even more visitors to the village which would benefit the Council. The Chair commended Officers and offered his full support to the application;

PC 12.01.2026

54

(i) LA05/2023/0281/F – Public Realm improvement works which include enhanced civic spaces at The Square and Lower Main Street. Also upgrade of streetscape to include new high-quality surfacing, rationalisation of parking with defined parking/loading bays introduced; upgraded street furniture and new cycle stands, lighting and street tree planting on lands within Royal Hillsborough at Lisburn Street, Ballynahinch Street extending through Main Street, the Square to Dromore Road, Park Street and Park Lane (Cont'd)

- Councillor D J Craig concurred with the Chair. Councillor Craig recalled accidents in which children had been knocked down by vehicles and welcomed the inclusion of two pedestrian crossings and, spoke of how the investment will enhance the historic value of the village;
- Councillor P Catney agreed with the comments made by the Chair, however advised that he felt an opportunity had been missed to improve sustainable travel with the omission of cycle lanes from the application. Councillor Catney continued that he was in favour of the application as a whole and that he believed the investment would enhance the village and drive forward the tourism potential for the area;
- The Vice Chair, Councillor G Thompson echoed the previous comments made and was delighted to see that accessibility had been taken into consideration with a number of features included to assist those with disabilities. The Vice Chair also welcomed the inclusion of the pedestrian crossings and praised Officers for the consideration of age friendly requirements when assessing the application; and
- Alderman O Gawith stated that he felt it would be incomprehensible not to welcome the application and that it would be an excellent improvement for the area.

### 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.

Councillor A Martin returned to the meeting (11.00 am).

### Adjournment of Meeting

The Chair, Alderman J Tinsley, declared the meeting adjourned at this point for a comfort break (11.02 am).

### Resumption of Meeting

The meeting was resumed at 11.08 am.

PC 12.01.2026

55

(ii) LA05/2023/0316/F – Erection of 23 dwellings (amended layout and house types previously approved under reference Y/2009/0303/RM), landscaping and all other associated site works on lands to the west of nos.16-22, 30 and 32 Millmount Village Crescent and lands 40m to the south nos.11-22 Millmount Village Way

Councillor N Trimble arrived at the meeting during the consideration of this application (11.26 am).

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

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

Planning Officers responded to questions from Members'.

During the questions to Planning Officers, Alderman M Gregg had raised concerns with the delay of the installation of traffic lights at the junction of Old Mill Meadows and the Upper Newtownards Road, a condition imposed on the applicant for the wider Millmount Development. It was proposed by Alderman Gregg and seconded by Councillor D J Craig to defer the application for one month, so that Officers can:

1. obtain information from DfI Roads in relation to the safety of the junction in question; and
2. obtain road traffic accident statistics from PSNI in relation to the junction in question for the three years prior.

On a vote being taken the proposal stood, the result of the vote being 5 in favour, 1 against and 1 abstained.

(iii) LA05/2024/0618/F – Erection of 83 dwellings and 21 apartments totalling 104 residential units (comprising an amendment to planning permission LA05/2017/1153/F) with associated car parking, detached garages, landscaping, access arrangements and site works on lands at Comber Road Dundonald (northeast of Comber Road and 75 metres southwest of 4 Millmount Village Drive)

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

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

Planning Officers answered questions from Members. During these questions the Head of Planning and Capital Development read from the last consultation response from NI Water and acknowledged that the conditions associated with the consultation had not been included. He advised that if the Members were minded to accept the advice of officers the application would be subject to two negative conditions from NI Water stating:

PC 12.01.2026

56

(iii) LA05/2024/0618/F – Erection of 83 dwellings and 21 apartments totalling 104 residential units (comprising an amendment to planning permission LA05/2017/1153/F) with associated car parking, detached garages, landscaping, access arrangements and site works on lands at Comber Road Dundonald (northeast of Comber Road and 75 metres southwest of 4 Millmount Village Drive) (Cont'd)

1. That no development should commence on the site until a detailed drainage design is approved by the Council in consultation with NI Water.
2. No dwelling shall be occupied until the engineering solution for wastewater has been delivered.

### Debate

During debate:

- The Chair, Alderman J Tinsley, welcomed the relocation of the play park closer to the Comber Greenway and thanked officers for providing clarity on the location of the homes designated for affordable housing;
- Alderman M Gregg advised that he was unable to support the application due to the location of the apartment blocks as they are not in keeping with the area. Alderman Gregg continued that while he appreciated the conditions put forward by NI Water, in his opinion there was a history of the developer not fulfilling conditions, such as the overdue delivery of a play park and, that Planning Enforcement should be stronger when ensuring conditions are met; and
- Alderman O Gawith stated that in the past mistakes had been made regarding apartment blocks being poorly situated and that in his view this could happen again. As a result of this Alderman Gawith felt he was unable to support the application.

### Vote

On a vote being taken, it was agreed to adopt the recommendation of the Planning Officer to approve this application, the voting being:

In favour: Councillor P Catney, Councillor D J Craig, Councillor A Martin, Vice Chair, Councillor G Thompson, Councillor N Trimble and the Chair, Alderman J Tinsley (6)

Against: Alderman O Gawith and Alderman M Gregg (2)

Abstain: None (0)

Following the vote Alderman M Gregg enquired as to whether there could be a condition put on the application to deliver the overdue playpark and pedestrian access to the Comber Greenway before works commence.

The Head of Planning and Capital Development advised that as the application had been approved without amendment to the condition and that the Members

PC 12.01.2026

would have to revisit the decision. The Head of Planning and Capital Development proposed as an alternative that Officers meet with the developer on the programme for delivering play and report back to the committee with the outcome.

57

### "In Committee"

Following discussion, it was proposed by Alderman M Gregg, seconded by Councillor D J Craig and agreed to go 'into committee' to consider this matter. Those members of the public and press in attendance left the meeting (12.35 pm).

Members were provided with legal advice in respect of the matter raised by Alderman M Gregg.

### Resumption of Normal Business

It was proposed by Alderman M Gregg, seconded by Councillor P Catney and agreed to come out of committee and normal business was resumed (12.55 pm).

The Chair, Alderman J Tinsley, advised those present that Officers would engage with the developer regarding the timeframe for delivery of the play park.

### Adjournment of Meeting

The Chair, Alderman J Tinsley, declared the meeting adjourned for lunch at this point (12.57 pm).

### Resumption of Meeting

The meeting was resumed at 1.36 pm.

Councillor D J Craig and the Director of Regeneration and Growth did not return to the meeting after the lunch break.

(iv) LA05/2023/0170/F – Proposed infill dwelling and garage at 92 Glenavy Road, Lisburn

The Senior Planning Officer (GM) 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.

Planning Officers responded to questions from Members.

Following discussion on the gap between properties, and whether it could be considered to comply with Policy COU8, it was proposed by Alderman O Gawith and seconded by the Chair, Alderman J Tinsley, that this application be deferred to allow for a site visit. A vote was taken on the proposal, the result being 4 in favour and 3 against, and the proposal stood.

PC 12.01.2026

58

(v) LA05/2023/0368/O – Dwelling and garage at Clogher Road, adjacent to and immediately northwest of 115a Saintfield Road, Lisburn

Councillor A Martin left the meeting during consideration of this application (2.10 pm).

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

The Committee received Ms S Burns Fraser to speak in favour 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 N Trimble advised that while he had sympathy with the applicant, he could not go against the recommendation of Officers with the evidence provided to him.

### Vote

Having considered the information provided within the report of the Planning Officer, the Committee agreed unanimously to adopt the recommendation to refuse planning permission.

Councillor A Martin returned to the meeting (2.34 pm).

(vi) LA05/2022/0831/F – Proposed retention of agricultural building and underground slurry tank on land adjacent to 112 Back Road, Drumbo

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

The Committee received Mr N Reid and Councillor U Mackin 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 lamented on the ambiguity of the chicken shed and advised whilst he would like to be able to grant planning permission in this instance, as a result of the aforementioned ambiguity he felt it would be impossible to go against the recommendation of the Officers;

PC 12.01.2026

59

(vi) LA05/2022/0831/F – Proposed retention of agricultural building and underground slurry tank on land adjacent to 112 Back Road, Drumbo  
(Cont'd)

- Alderman M Gregg stated that the application had been given a fair hearing on more than one occasion and he felt Members had been left in a difficult position by policy. Alderman Gregg continued that all avenues had been explored by both Members and Officers and, with the evidence in front of him, he had no alternative but to agree with the Officers; and
- Councillor N Trimble agreed with the comments from Alderman M Gregg. Councillor Trimble continued that he could see a route for the application to comply with policy but as the application stood before him it did not and he would vote with the recommendation of the Officers.

Vote

Having considered the information provided within the report of the Planning Officer, the Committee agreed unanimously to adopt the recommendation to refuse planning permission.

Adjournment of Meeting

The Chair, Alderman J Tinsley, declared the meeting adjourned at this point for a comfort break (3.54 pm).

Resumption of Meeting

The meeting was resumed at 4.00 pm.

4.2 Statutory Performance Indicators – November 2025

It was agreed that information relating to Statutory Performance Indicators for November 2025 be noted.

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

It was agreed that information regarding notification by telecommunication operators of intention to utilise Permitted Development Rights at locations in the Council area be noted.

4.4 Avian influenza prevention zone

Members noted the contents of the report containing information from the Department for Infrastructure on an avian influenza prevention zone.

PC 12.01.2026

4.5 Local Development Plan 2032 Quarterly Update

60

The Head of Planning and Capital Development advised Members that the Principal Planning Officer (PS) would be taking up a new role in the department and that Senior Planning Officer (PMcF) would be acting up to the role of Principal Planning Officer.

Alderman M Gregg enquired as to when Members would be consulted on the next iteration of the Local Development Plan. The Head of Planning and Capital Development advised that this should take place within the next six months.

It was agreed by Members to note the information contained in the update on the Local Development Plan 2032

4.6 Enforcement Quarterly Update

It was agreed that information relating to the Enforcement Quarterly Update be noted.

5. Any Other Business

There was no other business to discuss.

Conclusion of the Meeting

At the conclusion of the meeting, the Chair, Alderman J Tinsley, thanked those present for their attendance. There being no further business, the meeting was terminated at 4.12 pm.

---

Chair/Mayor

<b>Committee:</b>	Full Council Meeting
<b>Date:</b>	24 February 2026
<b>Report from:</b>	Chief Executive

<b>Item for:</b>	Decision
<b>Subject:</b>	Requirement to enter into a Section 76 planning agreement for planning application on lands north of 60 Rathfriland Road and southwest of 52 Rathfriland Road, Dromara (LA05/2022/0821/F)

1.0	<p><b><u>Background</u></b></p> <ol style="list-style-type: none"> <li>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: <ul style="list-style-type: none"> <li>▪ Facilitate or restrict the development or use of land in any specified way;</li> <li>▪ Require specified operations or activities to be carried out in, on, under or over land;</li> <li>▪ Require the land to be used in a specified way;</li> <li>▪ 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.</li> </ul> </li> </ol> <p><b><u>Key Issues</u></b></p> <ol style="list-style-type: none"> <li>1. It was resolved at a meeting of the Planning Committee on 04 August 2025 to grant planning permission for a mixed-use development comprised of housing (46 units) and 9 employment units (Classes B2 and B4) with associated public open space, new access to Rathfriland Road, parking, landscaping and ancillary site works.</li> <li>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.</li> <li>3. The Developer Covenants with the Council at the first schedule of the agreement to provide ten residential units as Affordable Housing at the site.</li> <li>4. It is stated in Schedule 1 that the ten affordable housing units shall be located at sites 6, 7, 8, 25, 26, 32, 33, 44, 45 and 46 as shown outlined in orange on the 'PL-02H Proposed Site Layout Plan' at Annex B of the Agreement. It is also covenanted that the ten affordable housing units will be available for occupation prior to the occupation of the thirtieth residential unit permitted by the planning permission.</li> <li>5. The wording of the covenants at Schedule 1 are consistent with the recommendation in the main planning report (see paragraphs 174 to 177) that was agreed by the Planning Committee.</li> </ol>
-----	--

6. 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.
7. 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.

2.0

**Recommendation**

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.

3.0

**Finance and Resource Implications**

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.

4.0

**Equality/Good Relations and Rural Needs Impact Assessments**

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 Planning Agreement**

**APPENDIX 2 – Site Location Plan**

**APPENDIX 3 – Proposed Site Layout Plan**

Dated this day of 2026

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

**relating to**

**Planning Application Ref: LA05/2022/0821/F**

**Site to the north of 60 Rathfriland Road and south west of 52 Rathfriland Road,  
Dromara, Dromore, Co Down**

**Between**

**LISBURN CASTLEREAGH CITY COUNCIL**

**and**

**BANOGE HOLDINGS LTD and AARON McDOWELL & JUDITH McDOWELL as Trustees  
of the Arona Developments Limited**

**THIS DEED** is dated                    day of                    2026

**BETWEEN**

(1) **LISBURN CASTLEREAGH CITY COUNCIL** of Civic Headquarters, Lagan Valley Island, Lisburn, Co Antrim, BT27 4RL (**Council**); and

(2) **BANOGE HOLDINGS LTD** (Company number: NI631145) and **AARON McDOWELL & JUDITH McDOWELL** as **Trustees of the Arona Developments Limited** (Company number: NI046329) both having their registered offices at 15 New Line, Waringstown, Co Armagh to include any successors in title, assigns, lessees or any other party that acquires an interest in the Property (**Owner**).

**WHEREAS**

- a) The Council is the local planning authority for the purposes of the Planning Act (Northern Ireland) 2011 (Planning Act) for the district in which the Property is situated.
- b) The Owner is the registered owner of the lands comprising the Property, being the land shown edged red on the Site Location Map at Annex A which comprises the lands in part of the Land Registry Folio number DN261494 and DN261495 Co Down
- c) The Developer has submitted, and the Owner has control of the Planning Application, and the Owner is proposing to carry out the Development of the Property in the manner described in the Planning Application.
- d) The Council, having regard to the provisions of the Local Development Plan and to all other material considerations, resolved at its meeting of its Planning Committee on 4<sup>th</sup> August 2025 that Planning Permission should be granted for the Development subject to conditions and subject to the prior completion of this agreement in accordance with Planning Permission comprised in planning reference LA05/2022/0821/F.
- e) The Council is of the opinion that in the event of the land being developed in accordance with the Planning Permission the Owner must commit to the Planning Obligation/s contained in this Agreement and also pursuant to Section 76 of the Planning Act to ensure that the Owner fulfils his obligations with regard to the delivery of Affordable Housing in accordance with the requirements of policy HOU10 of the Lisburn and Castlereagh City Council Plan Strategy.
- f) The Council and the Owner accept by the terms of this Agreement that the Development should not take place without the Owner entering into the obligations contained in this Agreement. The planning obligations insofar as they relate to Section 76 of the Planning Act on behalf of the Council and the Owner in this Agreement are binding upon the Property.

## AGREED TERMS

### 1. INTERPRETATION

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

#### 1.1 Definitions:

**Affordable Housing:** Social Rented Housing; Intermediate Housing for Rent; Intermediate Housing for Sale, 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.

**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)

**Architect:** the Architect appointed by the Owner and duly authorised to provide the Certificate of Completion.

**Base Rate:** the higher of 3% and the base rate of interest from time to time of Council's Designated Section 76 Planning Agreement bank account.

**Certificate of Completion:** confirmation from the Architect that the Property, or the part thereof, is capable of being used for the purpose for which Planning Permission has been granted.

**Commencement Notice** - a notice in writing to be served upon the Council by the Owner notifying it of the Owner's intention to carry out Commencement of Development. Such notice shall include confirmation of the date upon which Commencement of Development is expected to take place and shall contain the reference number for the Planning Application and confirm the clause of this Agreement pursuant to which it is being given;

**Commencement of Development:** 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: demolition works; 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 Property; 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; and **Commence** and **Commences** shall be construed accordingly.

**Completion:** the date of substantial completion of the Development as certified by the Certificate of Completion.

**Consumer Price Index:** the Consumer Price Index of the United Kingdom as published by the Office for National Statistics.

**Default Interest Rate:** 2% per annum above the Base Rate.

**Developer:** the party appointed by the Owner to carry out the Development of the property in the manner authorised in the Planning Permission, namely Arona Developments Limited.

**Development:** the development of the Property authorised by the Planning Permission and shown for indicative purposes on the Plan at Annex B.

**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 rental cost lower than private market rent but higher than social rented housing rent, usually at a set percentage below prevailing local market rents. It is 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 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;

**Local Development Plan (LDP) –** Lisburn & Castlereagh City Council Local Development Plan 2032 adopted on September 2023

**Monitoring Fee:** £1500 exclusive of VAT being the fee payable to the Council towards its reasonable and proper costs in monitoring compliance with this Agreement said such figure to increase by the rate of inflation of the Consumer Price Index on an annual basis from the date of this Agreement until the Commencement of Development or until the Monitoring Fee is paid (whichever is the sooner).

**Occupation:** the physical use of the Property permitted by the Planning Permission 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 “**Occupy**”, “**Occupied**” and “**Occupier**” shall be construed accordingly.

**Occupation Date:** the first date upon which any part of the Property is Occupied.

**Plan:** the plan attached as Annex B.

**Planning Application:** application under planning reference LA05/2022/0821/F for planning permission on the Property for a Proposed mixed use development comprising housing (46 units) and 9.no, employment units (Classes B2 and B4) with associated public open space, new access to Rathfriland Road, parking, landscaping and ancillary site works.

**Planning Permission:** the planning permission to be granted by the Council in respect of the Planning Application and any such subsequent amendment, variation or modification under Section 54 of the Planning Act, provided that said amendment, variation or modification does not constitute a material change to the planning permission and unless the Council, acting reasonably, considers that such an amendment, variation or modification ought to require a fresh planning agreement.

**Property:** Lands to the north of Rathfriland Road, Dromara Dromore, Co Down comprised in Folio numbers DN261494 and DN261495 Co Down.

**Planning Act:** Planning Act (Northern Ireland) 2011.

**Residential Units:** means 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.

**Registered Housing Association:** an organisation, independent of Northern Ireland Housing Executive, which is registered and regulated by the Department for Communities as a social housing provider.

**Sale:** the sale, assignment, or disposition of the Property or any of the Residential Units.

**Social Rented Housing:** means Social Rented Housing provided at an affordable rent by a Registered Housing Association; and offered in accordance with the Common Selection Scheme, administered by the Northern Ireland Housing Executive.

**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 agreement.
- 1.3 A **person** includes a natural person, corporate or incorporated 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 other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors in title, assigns, or any other persons deriving title in respect of the Property 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 fax and email.
- 1.11 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied and novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 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 agreement constitutes a planning agreement for the purposes of section 76 of the Planning Act, and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this agreement are planning obligations for the purposes of section 76 of the Planning Act and are entered into by the Parties and are enforceable against the persons entering into the Agreement with the intention that they bind the interests held by the Owner in the Property and the respective successors and assigns in accordance with section 76 of the Planning Act.
- 2.3 Insofar as any of the covenants, restrictions and obligations contained in this agreement are not planning obligations for the purposes of section 76 of the Planning Act they are entered into freely by the Owner 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 with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.4 The Council is the local authority by which the covenants, restrictions and requirements imposed upon the Owner under this agreement are enforceable or any successors in title or assigns.
- 2.5 The Parties agree that nothing in this Agreement constitutes a planning permission or an obligation by the Council to grant planning permission and further agree that

nothing in this Agreement grants planning permission or any other approval, consent, or permission required from the Council in the exercise of any other statutory function.

2.6 No person will be liable for any breach of this Agreement unless they hold an interest in that part of the Property 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.

### 3. CONDITIONALITY

- 3.1 Except for the provisions of Clause 21 (Governing Law) and 22 (Delivery), all obligations contained within this Agreement shall come into effect on the date hereof with the exception of the covenants, undertakings and obligations contained within the Schedules hereto which shall bind the Property and every part of the Property upon the date of issue of the Planning Permission.
- 3.2 The Council may agree to suspend the obligations within this Agreement upon receipt of pre-action protocol correspondence or judicial review proceedings being instituted in respect of the Planning Permission.
- 3.3 The obligations under this Agreement are inextricably linked to the obligations under the Planning Permission granted.
- 3.4 These obligations continue unless discharged or modified under section 77 of the Planning Act.

### 4. OWNERSHIP

The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property save for those identified in the Certificate of Title. Until the covenants, restrictions and obligations in Schedule 1 have been complied with, the Owner will give to the Council within 10 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage, or other disposition entered into in respect of all or any part of the Property:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

### 5. COVENANTS BY THE OWNER

5.1 The Owner covenants with the Council to observe and perform the covenants, restrictions and obligations contained in Schedule 1 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 Development and the Property

### 6. COVENANTS BY THE COUNCIL

6.1 The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 2.

## 7. RELEASE

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

## 8. DETERMINATION OF AGREEMENT

The obligations in this agreement, shall cease to have effect if before the Commencement of Development, the Planning Permission:

- (a) expires;
- (b) is varied or revoked other than at the request of the Owner or Developer; or
- (c) is quashed following a successful legal challenge.

## 9. STATUTORY CHARGE

This agreement is registrable as a Statutory Charge in accordance with Section 76 and Section 245 of the Planning Act and shall be registered as a Statutory Charge on the land by the Council on the Statutory Charges register.

## 10. CANCELLATION OF ENTRIES

10.1 On the written request of the Owner or its successors in title at any time after each or all of the obligations contained in Schedule 1 have been satisfactorily performed or otherwise discharged or if this agreement is determined pursuant to clause 9 (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or will within 20 Working Days of receipt of such written request by the Owner and lodge the appropriate application to cancel all entries made in the statutory charges register in respect of this agreement and furnish a copy of the application to the Owner's solicitors.

10.2 On the application of the Owner or its successors in title at any time after the date of this agreement to modify or discharge this agreement, save for the circumstances arising in 10.1 above, then (subject to the payment of the Council's reasonable and proper costs) the Council will within 20 Working Days of receipt of such application publicise notice of the application in accordance with the Planning (Modification and Discharge of Planning Agreements) Regulations (Northern Ireland) 2015 and shall determine the application, and make application to cancel any entry on the statutory charges register in respect of this agreement, as soon as reasonably practicable thereafter.

## 11. REASONABLENESS

Any approval, consent, direction, authority, agreement, or action to be given by the Council under this agreement shall not be unreasonably withheld or delayed provided that the Council shall act in accordance with their normal practices and procedures.

## 12. 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.

## 13. NO FETTER OF DISCRETION

Nothing (contained or implied) in this agreement shall fetter or restrict the Council's statutory rights, powers, discretions, and responsibilities including, without limitation, the right of the Council to seek injunctive relief. In particular, nothing in this Agreement shall fetter the powers of the Council under the Planning Act relation to its determination of any planning application lodged in the future relating to the Property. For the avoidance of doubt, in the event of any conflict between this clause and clause 13, this clause shall take precedence.

## 14. WAIVER

No failure or delay by the Council to exercise any right or remedy provided under this agreement or by law shall constitute a waiver or continuing 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.

No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the obligation's terms or conditions of this agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said obligations, terms, or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner.

## 15. FUTURE PERMISSIONS

This Agreement, to the extent outlined in the Schedule 1 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 Agreement in accordance with the Planning Act.

Nothing in this agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission and any such subsequent amendment, variation, or modification under Section 54 of the Planning Act thereof) granted after the date of the Planning Permission.

## 16. AGREEMENTS AND DECLARATIONS

The parties agree that:

- (a) nothing in this agreement constitutes a planning permission or an obligation to grant planning permission; and
- (b) nothing in this agreement grants planning permission, or any other approval, consent or permission required from the Council in the exercise of any other statutory function.
- (c) if there is any conflict between the terms of this deed and any conditions attached to the Planning Permission the latter shall take precedence

## 17. NOTICES

17.1 Any notice or other communication to be given under this agreement must be in writing and must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first-class post or other next Working Day delivery service.

17.2 Any notice or other communication to be given under this agreement must be sent to the relevant party as follows and in accordance with the provisions of Clause 19.1:

- (a) to the Council at Civic Centre, Lagan Valley Island, Lisburn, Co Antrim, BT27 4RL marked for the attention of The Head of Planning and Capital Development;
- (b) to the Owner at 15 New Line, Waringstown, Co Armagh, BT66 8TA.

or as otherwise specified by the relevant party by notice in writing to each other party.

17.3 Any notice or other communication given in accordance with this Agreement will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address 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
- (b) if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting.

17.4 A notice given under this agreement shall not be validly given if sent by fax or email.

17.5 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.

## **18. THIRD PARTY RIGHTS**

Unless otherwise specified no provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

## **19. INDEMNITY**

The Owner shall indemnify the Council for any expenses and/or liability arising to them in respect of breach by the Owner of any of the obligations in this agreement.

## **20. INTEREST ON LATE PAYMENT**

If any sum or amount due under the provisions of this agreement has not been paid to the Council by the date it is due, the Owner shall pay the Council interest on that amount at the Default Interest Rate before any judgment and thereafter at the court interest rate. Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

## **21. GOVERNING LAW**

This agreement 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.

## **22. 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.

## **23. VALIDITY AND ENFORCEABILITY**

If any clause in this agreement is found 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 agreement.

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

**PRESENT** when the **CORPORATE SEAL**

of the Council was affixed hereto  
in the presence of: -

---

Lord Mayor

---

Chief Executive

**EXECUTED as a DEED by**  
Banoge Holdings Limited  
(Acting by a Aaron McDowell director and  
Judith McDowell)  
In the presence of:

---

Aaron McDowell, Director

---

Judith McDowell, Director

---

Jonathan Corbett LL.B

**EXECUTED as a DEED by**  
Aaron McDowell and Judith McDowell  
As Trustees of the Arona Developments Limited  
SSAS in the presence of:-

---

Aaron McDowell, Director

---

Judith McDowell, Director

---

Jonathan Corbett LL.B

## Schedule 1

### COVENANTS TO THE COUNCIL

#### 1. NOTIFICATION

To notify the Council of any of the following:

- 1.1 The Commencement of Development;
- 1.2 any change or disposal of the Owner's interest or ownership in the Property (in accordance with any disposal contained under Article 13 of the Housing (Northern Ireland) Order 1992) such notice to give details of the transferee's full name and registered office address (if a company or usual address if not) together with the details of the nature and extent of the interest disposed of and the date of disposal within 10 Working Days of the date of disposal;
- 1.3 Completion of Development and to provide the Council with a Certificate of Completion within 10 Working Days of its issue;
- 1.4 the transfer of the Affordable Housing Residential Units to a Registered Housing Association
- 1.5 The Occupation Date of each of the Affordable Housing Residential Units at the Property.

#### 2. MONITORING FEE

- 2.1 On or before the date of Commencement of Development the Owner shall pay to the Council the Monitoring Fee in the amount of £1500 for the purposes of monitoring compliance with this agreement. Said figure to increase by the rate of inflation of the Consumer Price Index on an annual basis from the date of the agreement until the Commencement of Development or payment of the Monitoring Fee, whichever is the sooner.
- 2.2 Commencement of Development shall not occur until the Monitoring Fee has been paid.

#### 3. COUNCIL'S COSTS

The Owner shall pay to the Council on or before the date of this agreement the Council's reasonable and proper legal costs (including those of counsel), together with all disbursements incurred in connection with advice to the Council relating to this Agreement and the drafting, preparation, negotiation, completion, and registration of this Agreement.

#### 4. AFFORDABLE HOUSING

- 4.1. The Development will include the construction of 10 Affordable Housing Residential Units within the site (located at sites 6, 7, 8, 25, 26, 32, 33, 44, 45 and 46)

- 4.2. Prior to the Occupation of the 30<sup>th</sup> Residential Unit permitted by the Planning Permission a minimum of 10 Affordable Housing Residential Units shall be Available for Occupation.

**Schedule 2****COVENANTS BY THE COUNCIL****1. ASSISTANCE**

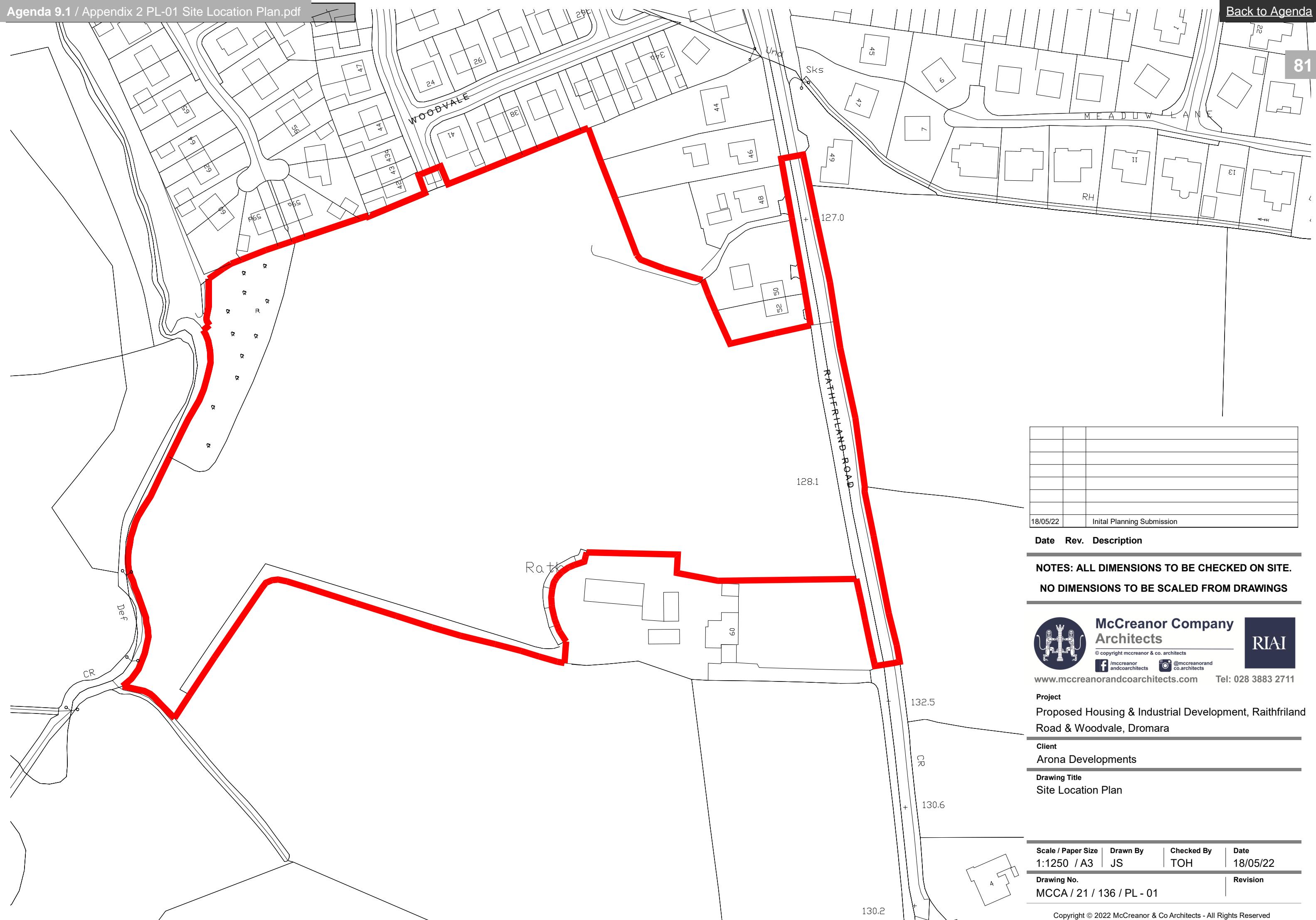
The Council agrees to consider and determine any matters arising out of this Deed as soon as reasonably practicable.

**2. DISCHARGE OF COVENANTS**

At the written request of the Owner the Council shall provide written confirmation of the discharge of the covenants and obligations contained in this agreement.

## **ANNEX A – SITE LOCATION MAP**

## **ANNEX B - PLAN**





<b>Committee:</b>	Full Council Meeting
<b>Date:</b>	24 February 2026
<b>Report from:</b>	Chief Executive

<b>Item for:</b>	Decision
<b>Subject:</b>	Requirement to enter into a Section 76 planning agreement for planning application on lands adjacent to 3-19 Moira Road, Lisburn (LA05/2023/0377/F)

1.0	<p><b><u>Background</u></b></p> <ol style="list-style-type: none"> <li>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: <ul style="list-style-type: none"> <li>▪ Facilitate or restrict the development or use of land in any specified way;</li> <li>▪ Require specified operations or activities to be carried out in, on, under or over land;</li> <li>▪ Require the land to be used in a specified way;</li> <li>▪ 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.</li> </ul> </li> </ol> <p><b><u>Key Issues</u></b></p> <ol style="list-style-type: none"> <li>1. It was resolved at a meeting of the Planning Committee on 01 December 2025 to grant planning permission for a proposed residential development comprised of 20 apartments (mix of 18 two-bed and 2 one-bed wheelchair units) with communal amenity space, bin and cycle storage, landscaping, car parking, new site access and all associated site and access works.</li> <li>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.</li> <li>3. The Developer Covenants with the Council at the first schedule of the agreement to provide all the residential units as Affordable Housing at the site.</li> <li>4. It is stated in Schedule 1 that all the affordable units shall be available for occupation prior to occupation of the first residential unit permitted by the planning permission.</li> <li>5. The wording of the covenants at Schedule 1 are consistent with the recommendation in the planning report (see paragraphs 110 to 114) that was agreed by the Planning Committee.</li> <li>6. 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</li> </ol>
-----	---

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.

7. 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.

2.0	<b><u>Recommendation</u></b>	
	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.	
3.0	<b><u>Finance and Resource Implications</u></b>	
	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.	
774.0	<b><u>Equality/Good Relations and Rural Needs Impact Assessments</u></b>	
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.	

<b>Appendices:</b>	<b>APPENDIX 1 – Section 76 Agreement</b> <b>APPENDIX 2 – Site Layout Plan</b>
--------------------	--

Dated this                    day of                    2026

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

relating to

**Planning Application LA05/2023/0377/F**

**Lands adjacent to No's 3-19 Moira Road  
Lisburn**

between

**LISBURN and CASTLEREAGH CITY COUNCIL**

and

**BLUEHOUSE DEVELOPMENT LTD**

## BETWEEN

- (1) **Lisburn and Castlereagh City Council** of Lagan Valley Island, Island Civic centre, The Island, Lisburn, BT27 4RL (**Council**); and
- (2) **Bluehouse Development Limited** (a company registered in Northern Ireland with company number NI035214) having its registered office at 141/143 Donegall Pass, Belfast, BT7 1DS, to include any successors in title, assigns, lessees or any other party that acquires an interest in the Property (**Owner**).

**WHEREAS**

- a) The Council is the local planning authority for the purposes of the Planning Act (Northern Ireland) 2011 (Planning Act) for the district in which the Property is situated.
- b) The Owner is the owner of the Property, free from encumbrances being all the lands comprised in folio AN149655 County Antrim.
- c) The Owner has submitted and has control of the Planning Application to the Council and is proposing to carry out the Development of the Property in the manner described in the Planning Application.
- d) The Council, having regard to the provisions of the Local Development Plan and to all other material considerations, resolved by way of Delegated Authority that Planning Permission should be granted for the Development subject to conditions and subject to the prior completion of this agreement.
- e) The Council is of the opinion that in the event of the land being developed in accordance with the Planning Permission the Owner must commit to the Planning Obligation/s contained in this Agreement.
- f) The Council and the Owner accept by the terms of this Agreement that the Development should not take place without the Owner entering into the obligations contained in this Agreement.

## AGREED TERMS

## 1. INTERPRETATION

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

## 1.1 Definitions:

**Affordable Housing:** Social Rented Housing; Intermediate Housing for Rent; Intermediate Housing for Sale, 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.

**Architect:** the Architect appointed to provide the Certificate of Completion.

**Annex A: the Site Location Plan****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)

**Base Rate:** the lower of 3% and the base rate of interest from time to time of the Council's Designated Section 76 Planning Agreement bank account.**Certificate of Completion:** confirmation from a duly authorised Architect that the Property, or the part thereof, is capable of being used for the purpose for which Planning Permission has been granted.**Commencement of Development:** 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: demolition works; 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 Property; 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.**Commence** and **Commences** shall be construed accordingly.**Completion:** the completion of the Development of the Property as evidenced by the Certificate of Completion if reasonably requested by the Council and the issue of building control completion certificates relating to the Residential Units at the Property and if requested a copy being provided by the Landowner to the Council of the Certificate of Completion;.**Consumer Price Index:** the Consumer Price Index of the United Kingdom as published by the Office for National Statistics or such equivalent index that replaces this from time to time.**Default Interest Rate:** 2% per annum above the Base Rate.**Development:** The erection of proposed social housing scheme comprising 20 no. apartments (mix of 18 no. two-bed and 2 no. one-bed wheelchair) with communal amenity space, bin and cycle storage, landscaping, car parking, new site access and all associated site and access works as approved by the Planning Permission and shown for indicative purposes on the Plan.**Full Permission:** planning permission which includes all the particulars needed to describe a development in such a way that, when permission is granted, the development can proceed immediately (subject to any pre-conditions).**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

**Local Development Plan (LDP):** Lisburn & Castlereagh City Council Local Development Plan 2032.

**Mortgagee:** an entity that advances funds to the Owner and the repayment of which is secured by a charge against the Property.

**Monitoring Fee:** £1500.00 being the fee payable to the Council towards its reasonable and proper costs in monitoring compliance with this deed said such figure to increase by the rate of inflation of the Consumer Price Index on an annual basis from the date of the agreement until the Commencement of Development or until the Monitoring Fee is paid (whichever is the sooner).

**Occupation:** actual occupation of the Residential Units at the Property 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.

**Occupation Date:** the first date upon which any part of the Property is Occupied.

**Outline Application:** An application which establishes the proposal to build on any particular site is acceptable, in principle, before the preparation of detailed plans.

**Party/Parties:** The Signatories to this Deed, as described on page 2 herein, being the Council and the Owner, to include their successors in title, assigns, lessees, and any other party who acquires an interest in the land.

**Planning Application:** LA05/2023/0377/F Lands adjacent to No's 3-19 Moira Road, Lisburn (amended address)

Proposed social housing scheme comprising Proposed social housing scheme comprising 20 no. apartments (mix of 18 no. 2-bed and 2 no. 1-bed wheelchair) with communal amenity space, bin and cycle storage, landscaping, car parking, new site access, and all associated site and access works.

**Planning Permission:** the planning permission to be granted by the Council in respect of the Planning Application and any such subsequent amendment, variation or modification under Section 54 of the Planning Act, provided that said amendment, variation or modification does not constitute a material change to the planning permission and unless the Council, acting reasonably, considers that such an amendment, variation or modification ought to require a fresh planning agreement.

**Property:** means the freehold property at Lands adjacent to No's 3-19 Moira Road, Lisburn as shown indicatively edged red on the Site Location Plan registered at Land Registry with freehold title under Folio AN149655 County Antrim

**Planning Act:** Planning Act (Northern Ireland) 2011.

**Sale:** the sale, assignment, or disposition of the Property or any of the Residential Units.

**Registered Housing Association:** Any society, body of trustees or company established for the purpose of, or amongst whose objects or powers are included those of, providing, constructing, improving or managing, or facilitating or encouraging the construction or improvement of housing accommodation, and which does not trade for profit or whose constitution or rules prohibit the issue of capital with interest or dividend, registered and regulated by the Department for Communities, that provides rented accommodation for people in housing need per the Housing (Northern Ireland) Order 1992.

**Reserved Matters Approval:** Approval for specific details not included in an Outline Application, to include siting, design, external appearance, means of access and landscaping.

**Residential Units:** a building or part of a building constructed on any part of the Property pursuant to the Planning Permission, intended for use as a self-contained 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

**Shared Ownership Housing:** means shared ownership housing provided through a Department for Communities approved Shared Ownership Scheme operated by a Registered Housing Association (e.g., the Northern Ireland Co-Ownership Housing Association). The property is split between part ownership by the householder and part renting from a Registered Housing Association. The proportion of property ownership and renting can vary depending on householder circumstances and preferences. Shared Ownership is a form of Intermediate Housing for Sale.

**Site Location Plan:** means the plan attached at Annex A

**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.

**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 agreement.
- 1.3 A **person** includes a natural person, corporate or incorporated 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 other genders.

- 1.7 A reference to any party shall include that party's personal representatives, successors in title, assigns, or any other persons deriving title in respect of the Property 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 fax and email.
- 1.11 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied and novated (in each case, other than in breach of the provisions of this agreement) from time to time.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 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 or party, the obligation can be enforced against every person or party so bound jointly and against each of them individually.

## 2. STATUTORY PROVISIONS

- 2.1 This agreement constitutes a planning agreement for the purposes of section 76 of the Planning Act, and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this agreement are planning obligations for the purposes of section 76 of the Planning Act and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3 Insofar as any of the covenants, restrictions and obligations contained in this agreement are not planning obligations for the purposes of section 76 of the Planning Act they are entered into freely by the Owner and by the Council by virtue of Article 8 of the Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002, Section 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 respective successors and assigns.
- 2.4 The Council is the local authority by which the covenants, restrictions and requirements imposed upon the Owner under this agreement are enforceable.

### 3. CONDITIONALITY

This agreement shall come into effect on the date hereof with the exception of the covenants, undertakings and obligations contained within the Schedules hereto which shall bind the Property and every part of the Property upon the date of issue of the Planning Permission. The Council may agree to suspend the obligations within this agreement upon receipt of pre-action protocol correspondence or judicial review proceedings being instituted in respect of the Planning Permission.

### 4. OWNERSHIP

The Owner warrants that no person other than the Owner has any legal or equitable interest in the Property save for those identified in the Certificate of Title. Until the covenants, restrictions and obligations in Schedule 1 have been complied with, the Owner will give to the Council within 10 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage, or other disposition entered into in respect of all or any part of the Property:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

### 5. COVENANTS BY THE OWNER

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

### 6. COVENANTS BY THE COUNCIL

- 6.1 The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 2.
- 6.2 Pursuant to the completion of this deed the Council shall grant the Planning Permission save that the Council shall not be in breach of this Agreement if it shall be prevented from issuing the Planning Permission by a Court order, such grant not to be unreasonably delayed.

### 7. MORTGAGEE'S CONSENT

- 7.1 A Mortgagee who may in future hold any interest in respect of the Property accepts that it shall be bound by the terms of this deed, as if it had been executed and registered as a statutory charge prior to the creation of the Mortgagee's interest in the Property.
- 7.2 A Mortgagee shall not be personally liable for any breach of the obligations in this Agreement unless committed at a time when the Mortgagee is in possession of all or any part of the Property.
- 7.3 Subject to the provisions of clause 7.2 a Mortgagee accepts and acknowledges that it shall continue to be bound by the terms of this deed in respect of the tenure of the property, in circumstances where the Mortgagee (or its successor(s) in title) has appointed a receiver, administrative receiver, administrator, or any other person

appointed under any security documentation to enable the Mortgagee to realise its security.

7.4 Clauses 7.1 to 7.2 will apply equally to any future Mortgagee from time to time holding a charge over the Property.

## 8. RELEASE

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

## 9. DETERMINATION OF AGREEMENT

The obligations in this agreement, shall cease to have effect if before the Commencement of Development, the Planning Permission:

- (a) expires;
- (b) is varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge.

## 10. STATUTORY CHARGE

This agreement is registrable as a Statutory Charge in accordance with Section 76 and Section 245 of the Planning Act and shall be registered as a Statutory Charge on the land by The Council on the Statutory Charges register.

## 11. CANCELLATION OF ENTRIES

11.1 On the written request of the Owner or its successors in title at any time after each or all of the obligations contained in Schedule 1 have been satisfactorily performed or otherwise discharged or if this agreement is determined pursuant to clause 9 the Council will issue a written confirmation of such performance or will within 10 Working Days of receipt of such written request lodge the appropriate application to cancel all entries made in the statutory charges register in respect of this agreement and furnish a copy of this application to the Owner's solicitors.

11.2 On the application of the Owner or its successors in title at any time after the date of this agreement to modify or discharge this agreement, save for the circumstances arising in 11.1 above, then (subject to the payment of the Council's reasonable and proper costs) the Council will within 20 Working Days of receipt of such application publicise notice of the application in accordance with the Planning (Modification and Discharge of Planning Agreements) Regulations (Northern Ireland) 2015 and shall determine the application, and cancel any entry on the statutory charges register in respect of this agreement, as soon as reasonably practicable thereafter.

## 12. REASONABLENESS

Any approval, consent, direction, authority, agreement, or action to be given by the Council under this agreement shall not be unreasonably withheld or delayed provided that the Council shall act in accordance with their normal practices and procedures.

### 13. DISPUTES

13.1 Without prejudice to the Council's powers of enforcement of this Agreement pursuant to the Planning Act the Council may exercise its discretion to enter into arbitration in accordance with the Arbitration Act 1996 in relation to any dispute, controversy or claim arising out of or relating to this Agreement, including, *inter alia*, any question regarding its breach, existence, validity or termination or the legal relationships established by this Agreement. It is agreed that:

- (a) the tribunal shall consist of one arbitrator appointed jointly by the Parties;
- (b) in default of the Parties' agreement as to the arbitrator, the arbitrator shall be appointed on either Party's request by the President for the time being of the Royal Institution of Chartered Surveyors in Northern Ireland;
- (c) 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
- (d) the seat of the arbitration shall be Belfast.

### 14. NO FETTER OF DISCRETION

Nothing (contained or implied) in this agreement shall fetter or restrict the Council's statutory rights, powers, discretions, and responsibilities including, without limitation, the right of the Council to seek injunctive relief. For the avoidance of doubt, in the event of any conflict between this clause and clause 13, this clause shall take precedence.

### 15. STEP IN RIGHTS

15.1 The Council shall not exercise any rights under Section 76 of the Act or any right set out in this Agreement, or serve a notice or instigate proceedings due to a breach of this Agreement by the Owners of their obligations set out in the First Schedule before the lapse of 21 days from receipt by the Mortgagee of written notice from the Council informing them of their intention to exercise such right and setting out details of the alleged breach of covenant by the Owners.

15.2 Upon receipt of the notice referred to in clause 15.1 the Mortgagee may, not later than the period referred to in that clause, take whatever steps it deems reasonable in relation to the rectification of the alleged breach of the Owner's obligations including, but not limited to, instructing whatever contractors it deems necessary to remedy the alleged breach of the Owner's obligations. Provided nothing in this clause shall relieve the Owners from any liability they may have to the Council for any breach of their obligations set out in the First Schedule hereto or act to fix the Mortgagee with any such liability.

### 16. WAIVER

No failure or delay by the Council to exercise any right or remedy provided under this agreement or by law shall constitute a waiver or continuing 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.

No waiver (whether express or implied) by the Council of any breach or default by the owner in performing or observing any of the obligation's terms or conditions of this agreement shall constitute a continuing waiver and no such waiver shall prevent the council from enforcing any of the said obligations, terms, or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner.

## 17. FUTURE PERMISSIONS

Nothing in this agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission and any such subsequent amendment, variation, or modification under Section 54 of the Planning Act thereof) granted after the date of the Planning Permission.

## 18. AGREEMENTS AND DECLARATIONS

The parties agree that:

- (a) nothing in this agreement constitutes a planning permission or an obligation to grant planning permission; and
- (b) nothing in this agreement grants planning permission, or any other approval, consent or permission required from the Council in the exercise of any other statutory function.
- (c) if there is any conflict between the terms of this deed and any conditions attached to the Planning Permission the latter shall take precedence

## 19. NOTICES

19.1 Any notice to be given under this agreement must be in writing and must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first-class post or other next Working Day delivery service.

19.2 Any notice to be given under this agreement must be sent to the relevant party as follows:

- (a) to the Council at Lagan Valley Island, Island Civic centre, The Island, Lisburn, BT27 4RL marked for the attention of The Director of Planning and Building Control;
- (b) to the Owner at 141/143 Donegall Pass, Belfast, BT7 1DS, marked for the attention of Emmett Neeson;

or as otherwise specified by the relevant party by notice in writing to each other party.

19.3 Any notice or other communication given in accordance with clause 19.1 and clause 19.2 will be deemed to have been received:

- (a) 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

(b) if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting.

19.4 A notice given under this agreement shall not be validly given if sent by fax or email.

19.5 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.

## **20. THIRD PARTY RIGHTS**

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

## **21. INDEMNITY**

The Owner shall indemnify the Council for any reasonable expenses and/or liability arising to them in respect of breach by the Owner of any of the obligations in this agreement.

## **22. INTEREST ON LATE PAYMENT**

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

## **23. GOVERNING LAW**

This agreement 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.

## **24. VALIDITY AND ENFORCEABILITY**

If any clause in this agreement is found 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 agreement.

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

**PRESENT** when the **CORPORATE SEAL**

of the Council was affixed hereto  
in the presence of: -

---

Lord Mayor

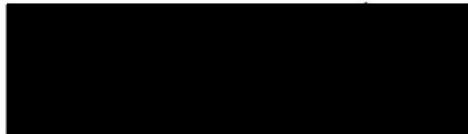
---

Chief Executive

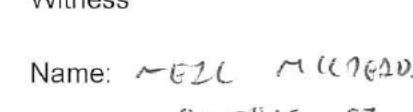
**EXECUTED as a DEED by**  
**BLUEHOUSE DEVELOPMENT LIMITED**  
(Acting by a director)

In the presence of:

(Director)

  
James Meeson

  
witness

Name: 

Queens St.

Address:

BELFAST

Occupation: SOLICITOR

## Schedule 1

### COVENANTS TO THE COUNCIL

#### 1. NOTIFICATION

To notify the Council of any of the following:

- 1.1 any disposal of the Owner's interest in the Property and of the name and address of the new owner and the date of disposal within 10 Working Days of the date of disposal;
- 1.2 the Commencement of Development at least 10 Working Days prior to Commencement of Development;
- 1.3 Completion of Development and to provide the Council with a Certificate of Completion within 10 Working Days of its issue;
- 1.4 the Occupation Date within 10 Working Days of its occurrence;

#### 2. MONITORING FEE

- 2.1 On or before the date of Commencement of Development the Owner shall pay to the Council the Monitoring Fee in the amount of £1500.00 for the purposes of monitoring compliance with this agreement. Said figure to increase by the rate of inflation of the Consumer Price Index on an annual basis from the date of the agreement until the Commencement of Development or payment of the Monitoring Fee, whichever is the sooner.
- 2.2 Commencement of Development shall not occur until the Monitoring Fee has been paid.

#### 3. COUNCIL'S COSTS

The Owner shall pay the Council's reasonable and properly vouched legal costs (including those of counsel), together with all disbursements incurred in connection with advice to the Council relating to this Agreement and the drafting, preparation, negotiation, completion, and registration of this Agreement upon production of a valid VAT invoice in respect of same.

#### 4. AFFORDABLE HOUSING

- 4.1. All of the Residential Units within the Development shall be provided as Affordable Housing in the form of Social Rented Housing comprising 20 no. apartments (mix of 18 no. 2-bed Cat. 1 and 2 no. 1-bed wheelchair).
- 4.2. The Owner covenants with the Council not to use or allow or suffer the Residential Units to be used for any purpose other than for Affordable Housing in accordance with the terms of this Agreement and the Planning Permission.
- 4.3. Prior to the Occupation of the first Residential Unit, all of the Affordable Housing Residential Units shall be made Available for Occupation as Affordable Housing.

## Schedule 2

### COVENANTS BY THE COUNCIL

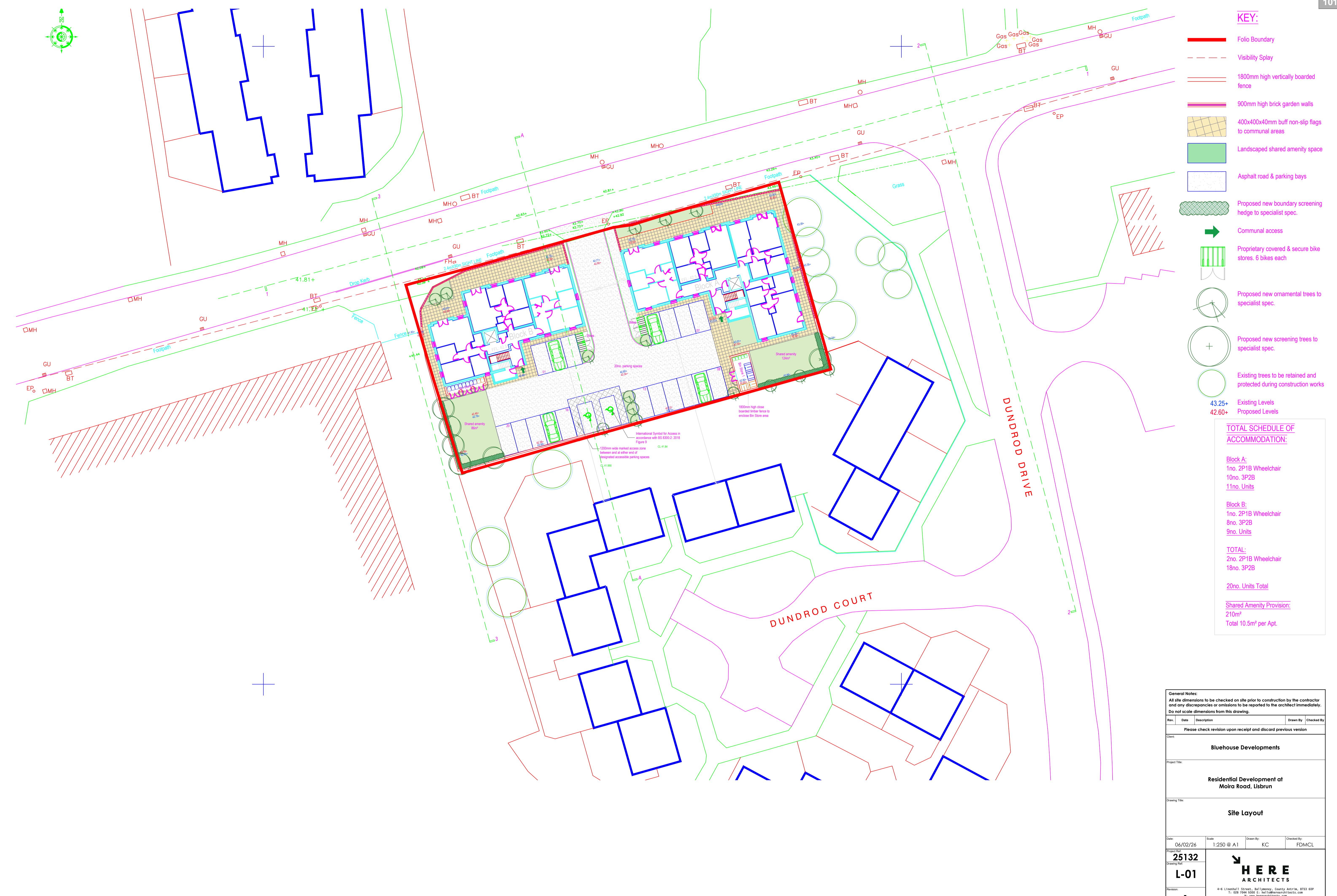
#### 1. ASSISTANCE

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

1.2 To vary or discharge any of the obligations under the First Schedule if so required promptly and without unreasonably withholding or delaying consent under Section 77 of the Act.

**Annex A**

**Site Location Plan**



1

102

**From:** Alderman Allan Ewart <Allan.Ewart@lisburncastlereagh.gov.uk>  
**Sent:** 11 February 2026 09:33  
**To:** David Burns <David.Burns@lisburncastlereagh.gov.uk>  
**Subject:** NoM

### Notice of Motion

That this Council notes widespread public concern regarding persistent delays in postal deliveries throughout the Lisburn and Castlereagh area. Council affirms the importance of a dependable postal service in supporting residents, local businesses and access to essential services, Council calls on Royal Mail to account for current performance and provide firm assurances on service standards. Council further agrees to write to Royal Mail requesting a cross-party delegation meeting to press for immediate improvements and sustained reliability.

ALDERMAN ALLAN EWART MBE

