



March 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 March 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

 *Mayor and Deputy Mayor's engagements for March Council.pdf*

Page 1

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 4

4.0 COUNCIL MINUTES

4.1 Meeting of Council - 24 February 2026

For Approval

 *MM 24.02.2026 - Draft Minutes for Adoption.pdf*

Page 6

5.0 MATTERS ARISING

6.0 DEPUTATIONS

6.1 To receive representatives of Northern Ireland Water

For Noting

7.0 BUSINESS REQUIRED BY STATUTE

7.1 Signing of Legal Documents

For Decision

Lisburn and Castlereagh City Council and North & West Taxi Proprietors Ltd, Unit 16 Rath Mor Centre, Bligh's Lane, Creggan BT48 0LZ – Consultancy Agreement via a Service Company for delivery of Taxi Employment Academy as per the Lisburn and Castlereagh Labour Market Action Plan 2025/26 (Q25/26-077)

8.0 ADOPTION OF MINUTES OF COMMITTEES

- 8.1 Communities & Wellbeing Committee - 3 March 2026**
For Approval
 *CWC 03.03.2026 - Draft Minutes for Adoption.pdf* *Page 18*
- 8.2 Environment & Sustainability Committee - 4 March 2026**
For Approval
 *ESC 04.03.2026 - Draft Minutes for Adoption.pdf* *Page 26*
- 8.3 Regeneration & Growth Committee - 5 March 2026**
For Approval
 *RGC 05.03.2026 - Draft Minutes for Adoption.pdf* *Page 31*
- 8.4 Corporate Services Committee - 11 March 2026**
For Approval
 *CSC 11.03.2026 - Draft Minutes for Adoption.pdf* *Page 39*
- 8.5 Governance & Audit Committee - 12 March 2026**
For Approval
 *G&A 12.03.2026 - Draft Minutes for Adoption.pdf* *Page 45*
- 8.6 Planning Committee - 2 February 2026 (FOR NOTING)**
For Noting
 *PC 02.02.2026 - Ratified Minutes (FOR NOTING).pdf* *Page 52*
- 8.7 Special Planning Committee - 18 February 2026 (FOR NOTING)**
For Noting
 *(S) PC 18.02.2026 - Ratified Minutes (FOR NOTING).pdf* *Page 66*

9.0 REPORT FROM CHIEF EXECUTIVE

- 9.1 Requirement to enter into a Section 76 planning agreement for a planning application on lands adjacent to 9 Bridge Cottages, Moybrick Road, Dromara (LA05/2024/0768/F)**
For Decision
 *S76 report - Full Council - LA05 2024 0768F Moybrick.pdf* *Page 71*
-  *Appendix 1 Moybrick Road_Redacted.pdf* *Page 73*
-  *Appendix 2 Moybrick Road Site Map.pdf* *Page 89*

9.2 Requirement to enter into a Section 76 planning agreement for planning application at land to the immediate west of 39 Enterprise Crescent and the immediate east of Home Bargains, Ballinderry Road, Lisburn (LA05/2024/0923/F)

For Decision

 *S76 report - Full Council - LA05 2024 0923F Ballinderry Road.pdf* *Page 90*

 *Appendix 1 Ballinderry Road_Redacted.pdf* *Page 92*

 *Appendix 2 Ballinderry Road Site Map.pdf* *Page 111*

9.3 Requirement to enter into a Section 76 planning agreement for planning application at 70 Belfast Road, Lisburn (LA05/2025/0384/F)

For Decision

 *S76 report - Full Council - LA05 2025 0384F Belfast Road.pdf* *Page 112*

 *Appendix 1 Belfast Road_Redacted.pdf* *Page 114*

 *Appendix 2 Proposed Site Plan LA05_2025_0384_F.pdf* *Page 134*

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 Councillor Jessica Bamford on the Subject of the Rising Cost of Home Heating Oil in Northern Ireland

For Decision

 *NoM 1 - Rising Cost of Home Heating Oil.pdf* *Page 135*

12.2 No. 2 in the name of Councillor Gary Hynds on the Subject of BBC TV Licence Enforcement and Funding Burden on Lisburn and Castlereagh Residents

For Decision

 *NoM 2 - BBC TV Licence Enforcement and Funding Burden.pdf* *Page 136*

13.0 CONFIDENTIAL BUSINESS

14.0 ANY OTHER BUSINESS

MAYORS ENGAGEMENTS FOR FULL COUNCIL MEETING

25th February 2026

Mayor to visit St Columba's Pensioners Club, Dunmurry

Mayor and Chair of Communities & Wellbeing to host Ballymacash Rangers FC to celebrate the club's success in the Steel & Sons cup, LVI

26th February 2026

Mayor to attend official opening of garden in LARC, Lisburn

27th February 2026

Mayor to attend Resurgam AGM

Mayor and Chair of Communities & Wellbeing to host reception for Derriaghy FC to celebrate their win in the Border Cup, LVI

1st March 2026

Mayor to attend Northern Ireland Cerebral Palsy Juniors football match against Lisburn Distillery Warriors Juniors, Ballyoran Centre, Dundonald

3rd March 2026

Mayor to meet with German Students on an exchange with Friends School, LVI

Mayor to host Cllr Dickson to present him with his Past Mayor's Jewel, LVI

4th March 2026

Mayor to visit local resident on his 100th birthday, Drumbo Church Hall

Mayor to attend LVLP Social Cafe for International Women's Day

Mayor to attend performance of Cinderella by Fusion Theatre, LVI

5th March 2026

Mayor to host Lisburn Senior Citizens Group, LVI

6th March 2026

Mayor to attend Membership Event Lunch for Lisburn Rotary Club, Malone Golf Club

7th March 2026

Mayor to attend official opening of Amen Fragrance & Bank Menswear, Lisburn

Mayor to attend Community Sports Event, Ballymacash

Mayor to attend Concert with South Ulster Sinfonia & the NI Suzuki Students, St Josephs Primary School, Lisburn

Mayor to attend Lagan Festival, Crowne Plaza Belfast

9th March 2026

Mayor to host 'Fly a Flag for the Commonwealth' Flag raising ceremony, LVI

Mayor to attend Alpha Housing event, officially taking ownership of part of Baronsgrange Development, new scheme in Carryduff

10th March 2026

Mayor to attend LCCC International Women's Day, LVI

Mayor to host Dunmurry's Mother's Union, LVI

11th March 2026

Mayor to attend Environmental Youth Speak Competition, LVI

Mayor to attend SSAFA NI Inaugural Lecture, LVI

12th March 2026

Mayor to host Talking Balls Awareness Session with Friends of the Cancer Centre, Lisburn Rugby Club

13th March 2026

Mayor to attend Ceili in aid of the Mayors Charity, St Clare's Hall, Glenavy

14th March 2026

Mayor to attend the Presentation of the Shamrock at Hillsborough Castle

Mayor to attend Orange Community Awards, LVI

16th March 2026

Mayor to host Connected Minds Youth to receive donation for Mayoral Charity from Lisburn's Got Talent, LVI

17th March 2026

Mayor to attend St Patrick's Day Breakfast, Ballymacash Community Centre

Mayor to attend Tea Dance for St Patrick's Day by Housty, Market Square, Lisburn

19th March 2026

Mayor to be interviewed on Pulse Radio, Lisburn

Mayor to host SPEER group, LVI

Mayor to attend ,Mayor's Community Awards, LVI

20th March 2026

Mayor to attend Spring into Women's Wellness event, Grove Activity Centre

Mayor to host Derriaghy Cricket Club for donation to Mayoral Charity, LVI

21st March 2026

Mayor & Chair of Regeneration & Growth to attend Walking Football Competition, Football Factory, Moira Road, Lisburn

Mayor to attend Spring Concert 'A St Patrick's Day Musical Celebration' by Lisburn Community Choir, Lisburn Cathedral

Mayor and Chair of Regeneration & Growth to attend prize giving for Walking Football Competition, LVI

Mayor to attend Belfast Blitz Concert, Waterfront Hall, Belfast

DEPUTY MAYORS ENGAGEMENTS FOR FULL COUNCIL MEETING

10th March 2026

Deputy Mayor to attend LCCC International Women's Day Event, LVI

12th March 2026

Deputy Mayor to host YMCA Group - E2T Group, LVI

21st March 2026

Deputy Mayor to attend Spring Concert 'A St Patrick's Day Musical Celebration' by Lisburn Community Choir, Lisburn Cathedral

LISBURN & CASTLEREAGH CITY COUNCIL

MEMBERS DISCLOSURE OF INTERESTS

1. Pecuniary Interests

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

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

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

2. Private or Personal Non-Pecuniary Interests

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

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

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

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

Pecuniary Interests

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

Date of Meeting: _____

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

Nature of Pecuniary Interest:

Private or Personal Non-Pecuniary Interests

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

Date of Meeting: _____

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

Nature of Private or Personal Non-Pecuniary Interest:

Name:

Address:

Signed:

Date:

--	--

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

MM 24.02.2026

6

LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of the Monthly Meeting of Council held in the Council Chamber, Lagan Valley Island and Remote Locations on Tuesday 24 February, 2026 at 7:00 pm

PRESENT IN CHAMBER:

The Right Worshipful the Mayor
Alderman A Grehan

Deputy Mayor, Alderman H Legge

Aldermen J Baird, A G Ewart MBE, M Gregg,
A McIntyre, S P Porter, S Skillen and J Tinsley

Councillors J Bamford, D Bassett, R T Beckett, S Burns,
D J Craig, K Dickson, A P Ewing, A Givan, J Harpur,
B Higginson, G Hynds, C Kemp, J Lavery BEM, S Lowry,
U Mackin, B Magee, A Martin, T Mitchell, C McCready,
M McKeever

PRESENT REMOTELY:

Councillors R Carlin, P Catney, J Gallen, J Lavery BEM,
D Lynch, R McLernon, N Parker and G Thompson

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
Member Services Manager (Acting)
Member Services Officer (RN)
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 February meeting of Council.

The Right Worshipful the Mayor reminded that the meeting was being livestreamed 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.

Commencement of the Meeting (Cont'd)

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

Prayers

Councillor D Lynch joined the meeting remotely at 6.03 pm.

The Right Worshipful the Mayor welcomed Rev Andrew Thompson to the meeting of Council. Rev Thompson addressed the meeting and said a prayer, during which he expressed condolences to Michael Hamilton, Cleansing Officer, Altona Road Depot, on the death of his father, Alexander (Sandy) Hamilton.

The Right Worshipful the Mayor, Alderman A Grehan, thanked Rev Thompson for his attendance and contribution, following which he left the meeting.

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.

The Right Worshipful the Mayor put on record her thanks to the Deputy Mayor, Alderman H Legge, for having deputised at a number of engagements during the month.

2. Apologies

It was agreed to accept apologies for non-attendance at the meeting on behalf of Alderman A Gawith, and Councillors A Gowan and G McCleave.

3. Declarations of Interest

Alderman S Skillen advised that she had declared a number of interests at the Communities & Wellbeing Committee meeting on Tuesday 3 February 2026 which had been recorded in those minutes.

4. Council Minutes

4.1 Council Meeting – 27 January, 2026

It was proposed by Alderman A G Ewart, seconded by Councillor T Mitchell, and

4.1 Council Meeting – 27 January, 2026 (Cont'd)

agreed that the minutes of the meeting of Council held on 27 January, 2026 be confirmed and signed.

4.2 Special Meeting of Council - 5 February, 2026

It was proposed by Alderman A G Ewart, seconded by Councillor T Mitchell, and agreed that the minutes of the Special meeting of Council held on 5 February, 2026 be confirmed and signed.

5. Matters Arising

There were no matters arising from the above minutes.

6. Deputations

There were no deputations.

7. Business Required by Statute

(i) Signing of Legal Documents

It was proposed by Councillor S Lowry, seconded by Councillor A Givan, and agreed that the following legal documents be signed at the meeting:

- 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. Adoption of Minutes of Committees

Communities and Wellbeing Committee

3 February, 2026

Proposed by Councillor T Mitchell

Seconded by Councillor A Givan

Environment and Sustainability Committee

4 February, 2026

Proposed by Councillor S Burns

Seconded by Councillor C McCready

MM 24.02.2026

Special Governance & Audit Committee**10 February. 2026**

Proposed by Councillor D Lynch

Seconded by Councillor M McKeever

Matters ArisingPapers Circulated on the EveningCouncillor G Hynds

Comments were noted from Councillor G Hynds in regard to the circulation of the papers for the above meeting. It was proposed by Councillor G Hynds, seconded by Councillor T Mitchell, and agreed that any reports that are circulated at a Committee meeting on the evening be subsequently furnished to all Members of Council.

Corporate Services Committee**11 February, 2026**

Proposed by Councillor B Higginson

Seconded by Councillor J Bamford

The Chairman, Councillor B Higginson, reminded Members that the minutes of the Corporate Services Committee were subject to the Call-In procedure until 10.00 am on Wednesday, 25 February 2026.

Regeneration and Growth Committee**12 February, 2026**

Proposed by Councillor C Kemp

Seconded by Councillor J Harpur

The Chairman, Councillor C Kemp, reminded Members that the minutes of the Regeneration & Growth Committee were subject to the Call-In procedure until 10.00 am on Wednesday, 25 February, 2026.

Planning Committee**5 January, 2026**

The minutes of the Planning Committee meeting of 5 January, 2026 had been circulated for noting only as these minutes had been agreed at the subsequent meeting of the Planning Committee on 3 February, 2026. It was proposed by Alderman J Tinsley, seconded by Councillor G Thompson, and agreed that their contents be noted.

9. 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)

It was proposed by Alderman M Gregg, seconded by Councillor D J Craig. and agreed that approval be granted to the signing and sealing of the above agreement by the Mayor and Chief Executive.

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)

It was proposed by Alderman M Gregg, seconded by Councillor D J Craig, and agreed that approval be granted to the signing and sealing of the above agreement by the Mayor and 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 Delays in Postal Deliveries throughout Lisburn and Castlereagh Area

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

“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 meeting to press for immediate improvements and sustained reliability.”

The Notice of Motion was proposed by Alderman A G Ewart and seconded by Alderman J Baird.

Alderman Ewart having stated that his Notice of Motion was not an attack on postal staff who were doing their best to keep the postal service going, proceeded to elaborate on his Notice of Motion during which he highlighted key areas of concern, including:

- the lack of a reliable postal service across this Council area is causing concern for residents, businesses and the most vulnerable members of society
- postal services are not a luxury, but an essential public service that people depend on for receiving bills, medical appointments, financial information and important personal correspondence
- Royal Mail used to be a first class service, it was sold for a second class price, and now offering a third class service
- Royal Mail are prioritising the delivery of parcels rather than letters

12.1 Delays in Postal Deliveries throughout Lisburn and Castlereagh Area (Cont'd)

- delays in the postal service can create real hardships for small businesses which rely on timely mail, and elderly residents without digital access are disproportionately affected
- when deliveries become inconsistent, this erodes trust in a system that communities have long relied on
- residents in this Council area deserve the same standards of service as everywhere else and should not be left facing ongoing disruption without clear communication, accountability or a timeline for a solution therefore urgent action is needed to restore a dependable and consistent postal service across the area

Alderman Ewart concluded by emphasising that clear updates, transparency about staff on operational issues and a firm plan to resolve this situation would go a long way towards rebuilding confidence in Royal Mail's services.

Alderman J Baird, having seconded the Notice of Motion, also highlighted the fundamental concerns in relation to Royal Mail's on-going service issues. He stated that everyone is frustrated that Royal Mail are currently not meeting their charter for delivery timescales and also expressed concern in relation to postal staff having been instructed to prioritise parcels and tracked mail.

Councillor K Dickson stated that the Alliance Party members would be supporting the Motion and reiterated the concerns raised by the previous speakers. He also elaborated on how the Alliance Party have been actively engaging with Royal Mail and other service users in relation to these serious issues. He made reference to the efforts of Michelle Guy MLA and Sorcha Eastwood MP in highlighting these issues.

Councillor Dickson advised that the Alliance party wished to propose an amendment to the Notice of Motion to include two additional sentences, to be inserted before the last sentence, namely:

"Council also recognises and places on record its appreciation for the dedication and professionalism of local postal workers who continue to serve our communities, often under significant operational pressures. Council acknowledges that service challenges are linked to wider resourcing, staffing and organisational issues rather than the efforts of frontline employees."

Councillor J Bamford seconded Councillor Dickson's amendment.

Alderman A G Ewart indicated that he was in agreement that the amendment be included in his Notice of Motion. There were no Members against the amendment.

Councillors G Hynds spoke in support of the Notice of Motion, as amended, as did Councillors D Bassett, J Gallen and Alderman J Tinsley, on behalf of their respective political parties.

MM 24.02.2026

12

12.1 Delays in Postal Deliveries throughout Lisburn and Castlereagh Area (Cont'd)

Comments were noted from Councillor P Catney in connection with the issue of the high cost to households when changing their registered home address with Royal Mail, particularly when there were a number of family members over the age of 16 residing at this address. Councillor Catney asked that this matter be raised with Royal Mail at the cross-party meeting.

In summing up Alderman A G Ewart thanked Members for their support to his motion that evening and stated that he looked forward to the cross party meeting with Royal Mail.

The amended Notice of Motion, as proposed by Alderman A G Ewart and seconded by Alderman J Baird, was put to the meeting and agreed unanimously, the amended Motion being as follows:

“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 also recognises and places on record its appreciation for the dedication and professionalism of local postal workers who continue to serve our communities, often under significant operational pressures. Council acknowledges that service challenges are linked to wider resourcing, staffing and organisational issues rather than the efforts of frontline employees. Council further agrees to write to Royal Mail requesting a cross-party delegation meeting to press for immediate improvements and sustained reliability.”

13. Any Other Business

13.1 Live Here Love Here Awards Deputy Mayor, Alderman H Legge

The Deputy Mayor, Alderman H Legge, referred to the Live Here Love Here awards ceremony that had taken place at Belfast City Hall the previous evening, which she had the honour of attending, and at which she had presented the Regional Community Champion Awards to two Lisburn and Castlereagh groups. The Deputy Mayor reported that the runner up for the Regional Community Champion award on the evening was Hillsborough Castle Gardens Volunteers and that the winner was Carryduff Regeneration Forum. The Deputy Mayor commended the enthusiasm of the Hillsborough Castle Gardens Volunteers in regard to the work they carried out in and around the Hillsborough Castle Gardens.

The Deputy Mayor put on record her congratulations to these two groups and asked if a letter of congratulations on these achievements from The Right

13.1 Live Here Love Here Awards (Cont'd)
Deputy Mayor, Alderman H Legge

Worshipful the Mayor could be sent to both groups and also to recognise their work in their respective communities.

At a later point in the meeting Councillor B Higginson wished to be associated with the sentiments expressed by the Deputy Mayor, Alderman H Legge, regarding the success of Carryduff Regeneration Forum.

13.2 Petition re Road Safety in Carryduff
Councillor J Harpur

Councillor J Harpur referred to the petition that he was progressing in regard to pedestrian safety in Carryduff. The petition currently had 767 signatures reflecting a very strong feeling within the community following the tragic death of an elderly woman who had been knocked down on a dangerous stretch of this road. Councillor Harpur said first and foremost his thoughts were with the deceased lady's family and her loved ones.

Councillor Harpur emphasised that residents had been raising concerns about pedestrian safety in the area for some time. The level of footfall was high with people accessing shops and services, older residents walking into the centre of town, and young people travelling to and from school. Councillor Harpur also emphasised that as Carryduff continued to grow this footfall would only increase and unfortunately the current layout did not provide a safe environment for safety measures for pedestrians.

Councillor Harpur having read out some of the wording from the petition welcomed the fact that this campaign had cross party support from those Members representing Castlereagh South DEA and thanked those Members for their support. He emphasised that this was not a political issue and stated that this matter was about road safety and about improving the lives of the residents in Castlereagh South.

In concluding, Councillor Harpur asked that the Council emphasises clearly that pedestrian safety must be at the core of any future public realm piece in Carryduff and also that the Council commits to working proactively with DfI to ensure pedestrian safety is central to any decision on infrastructure in the area. Regeneration & growth must be built around safety for the residents.

The Right Worshipful the Mayor advised Councillor Harpur that the Chief Executive would undertake to have this matter taken up by the relevant Officers.

At a later point in the meeting Councillor B Higginson commended his DEA colleague, Councillor J Harpur, on his collaborative approach with DfI on this road safety matter. Councillor Higginson stated that he had raised this same issue at the PCSP's Road Safety Partnership who had since arranged for speed camera vans to be in place along the Saintfield Road on a regular basis. Also, the PSNI Unit in that area had been contacted in regard to any increased presence of their speed guns along this road.

13.3 Ballymacash Sports Academy – King's Award for Voluntary Services
Councillor J Bamford

Councillor J Bamford conveyed congratulations to Ballymacash Sports Academy for having been awarded the Kings Award for Voluntary Service at a ceremony held at Lagan Valley Island on Monday 16 February 2026. Councillor Bamford also extended thanks to Officers for their efforts in ensuring the night was a huge success.

13.4 Old Warren Play Park
Alderman S P Porter

Alderman S P Porter, on behalf of the Lisburn South Members highlighted the on-going issues with Old Warren Play Park, it being noted that a number of Members had been contacted on this matter by concerned local residents. Alderman Porter requested that this matter be addressed as a matter of urgency in terms of proposals for this facility. It was noted that the Director of Leisure & Community Wellbeing would take this matter up with Alderman Porter and that any update would be furnished to all Lisburn South Members.

13.5 Damage to Moat Park Sign
Councillor S Lowry

Councillor S Lowry raised the issue of damage to the iron arch sign by contractors and expressed appreciation for the quick response by Officers. Councillor Lowry stated that this issue required to be resolved as quickly as possible and requested that she be informed as to when this damage would be repaired.

13.6 Attendance at Council by the South Eastern and the Belfast Health and Social Care Trusts
Councillor U Mackin

Councillor U Mackin, having stated that it had been some time since the Health Trusts had presented to the Council, raised the issue of difficulty in accessing GPs and the fact that Members would be contacted regularly about this issue. Councillor Mackin also raised an issue in connection with the Health Trusts' new digital system, Encompass. Apparently one patient's test results had been released to her via this new system prior to the patient's Consultant having had the opportunity to discuss the results with the patient. Councillor Mackin emphasised that clarification was required on this issue.

It was proposed by Councillor U Mackin, seconded by Councillor A P Ewing, and agreed that, as a matter of urgency, the South Eastern (SEHSCT) and the Belfast Health & Social Care Trust (BHSCT) be invited to make their annual presentation to the Council, together with a representative from General Practice, if possible.

The Chief Executive undertook to liaise with the Chief Executive of the SEHSCT about an available date to present to the Council, in the first instance.

13.7 Lough Moss Feasibility Study – Update
Councillor D Bassett

The Chief Executive responded to comments from Councillor D Bassett in regard to any update on the feasibility study of Lough Moss. It was noted that the relevant Director would be in touch with Councillor Bassett on this matter.

13.8 Coffee Dock at Lough Moss Leisure Centre
Councillor B Higginson

The Chief Executive undertook to have a Council Officer contact Councillor Higginson with an update on the matter he raised about the coffee dock at Lough Moss Leisure Centre.

13.9 Party Group Leaders Forum (PGLF) - Minutes
Councillor G Hynds

Comments were noted from Councillor G Hynds in connection with the matter of PGLF agenda and minutes being furnished to all Members which, he stated, had been resolved. Councillor Hynds thanked the Chief Executive for having resolved this issue promptly.

13.10 Ballymacash Sports Academy – Kings Award for Voluntary Services
Councillor A P Ewing

Councillor A P Ewing paid tribute to The Right Worshipful the Mayor, Alderman A Grehan, and Officers for their efforts in regard to the successful evening on Monday 16 February 2026 to recognise Ballymacash Sports Academy's success in receiving the King's Award for Voluntary Services.

The Right Worshipful the Mayor acknowledged the good work of over 120 volunteers at Ballymacash Sports Academy who had thoroughly enjoyed the evening celebrating this success.

13.11 Housing Executive Contractors – Performance Issues
Alderman S Skillen

Alderman S Skillen raised concern in relation to the number of complaints she had received in recent days from constituents relating to the poor performance of those contractors who had been contracted to carry out works on behalf of the Northern Ireland Housing Executive (NIHE).

It was proposed by Alderman S Skillen, seconded by Alderman A McIntyre, and agreed that a letter jointly signed by the Right Worshipful the Mayor and the Chief Executive be issued to the Chief Executive of NIHE to outline the Council's concerns on behalf of the NIHE tenants across the Lisburn and Castlereagh area in relation to the performance issues outlined. The letter would also request that information be presented to this Council providing details of the circumstances surrounding the contract in place, its poor performance and the remedial plan. It was also noted that there was a sense of frustration amongst NIHE frontline staff regarding this unsatisfactory service to tenants.

13.11 Housing Executive Contractors – Performance Issues (Cont'd)
Alderman S Skillen

The Right Worshipful the Mayor advised that any response from the Chief Executive of NIHE would be furnished to all Members in due course.

14. Confidential Business

The Right Worshipful the Mayor advised that the following matters would be dealt with “In Committee” due to containing information relating to the financial or business affairs of any particular person (including the Council holding that information).

“In Committee”

It was proposed by Alderman A G Ewart, seconded by Councillor A Ewing, and agreed that the confidential matters be considered “in committee”, in the absence of members of the press and public being present.

14.1 Council Facility
Alderman J Tinsley and Alderman S Skillen

Comments were noted from Alderman J Tinsley and Alderman S Skillen regarding issues concerning one of the Council’s facilities. It was noted that these matters would be looked into and that the relevant Officer would be in contact with the Members concerned. The Right Worshipful the Mayor asked that any other Member who was aware of similar issues to contact the Director directly.

14.2 New Year’s Day Fire in Crans-Montana, Switzerland
The Right Worshipful the Mayor, Alderman A Grehan

The Right Worshipful the Mayor, Alderman A Grehan, advised that the Council had received a letter of thanks and appreciation from the Mayor of Crans-Montana in response to the letter from this Council expressing sympathy and support on behalf of the people of the Lisburn & Castlereagh area. The Mayor of Crans-Montana advised that the sentiments of this Council had brought some comfort at this difficult time.

14.3 Bondi Beach Tragedy
The Right Worshipful the Mayor, Alderman A Grehan

The Right Worshipful the Mayor, Alderman A Grehan, advised that the Council had received a letter, by way of response, from the Mayor of Waverly expressing thanks and gratitude for the letter of condolence from this Council.

Resumption of Normal Business

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

15. Any Other Business15.1 Retirement of Member Services Officer, Mrs Rosemary Nesbitt
Alderman J Tinsley

Alderman J Tinsley, on behalf of the Council, paid tribute and conveyed sincere thanks to Mrs Rosemary Nesbitt, who was in attendance that evening, being her last meeting of full Council prior to her retirement from the Council's employ after 38 years of service. During his contribution Alderman Tinsley referred to the high regard in which Rosemary had been held in her role as Member Services Officer. Alderman Tinsley paid tribute to the high standards and attention to detail in every task that Rosemary attended to, including the meticulous arrangements for the Council's representation at overseas missions. He stated that Rosemary was a credit to the Council and was held in the highest esteem by Members and conveyed best wishes to Rosemary on her forthcoming retirement. At this point the Members and Officers present gave a round of applause as an expression of thanks and best wishes to Rosemary.

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 8.03 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 3rd March 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
Alderman A McIntyre
Councillors T Beckett, J Craig, K Dickson, B Higginson, S Lowry, G McCleave and G Thompson

PRESENT IN A REMOTE LOCATION (COMMITTEE)

Alderman S Skillen
Councillors R Carlin, J Gallen and C Kemp

PRESENT IN COUNCIL CHAMBER (NON-COMMITTEE)

Councillor G Hynds

IN ATTENDANCE:

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

Commencement of Meeting

The Chair, Councillor T Mitchell, 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.

At this stage in the meeting, the Chair, Councillor T Mitchell, referred to the recent passing of Mrs Betty Campbell - a former Mayor of Lisburn City Council. The Right Worshipful The Mayor, Alderman A Grehan; Alderman A McIntyre and Councillor T Beckett, paid tribute to Mrs Campbell and her contribution to civic life and the work of the Council during her time as an Elected Member representing the Alliance Party. The Right Worshipful The Mayor would be marking Mrs Campbell's passing at the March 2026 meeting of Council.

The Director of Leisure & Community Wellbeing outlined the evacuation procedures in the case of an emergency.

Councillor R Carlin joined the meeting on a remote basis during the Housekeeping announcements. (6.04 pm)

1. Apologies

Apologies for non-attendance were accepted and recorded on behalf of the Deputy Mayor, Alderman H Legge; and Councillor The Hon N Trimble.

2. Declarations of Interest

The following Declarations of Interest were made:-

Item 4.1 of Report of Head of Communities – “Arts Grant Scheme – Outcome of Assessments 2026/2027”

- 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 her employer – Ballybeen Improvement Group – had been a recipient of funding. Pecuniary interest. Would be leaving the meeting for this item.

3. Report of Director of Leisure & Community Wellbeing

3.1 Ulster Sports Legacy

The Director explained the concept of the Ulster Sports Legacy which is a multi-dimensional approach to celebrating the influence, impact and legacy of sport in Ulster.

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

- “Ulster Sports Legacy – Strategic Outline Case”;
- letter dated the 26th February 2026 from the Founder & Director of Ulster Sports Legacy.

3.1 Ulster Sports Legacy (Continued)

A number of Members welcomed this initiative and the Director responded to Members' questions, noting comments about the suggested involvement of Lisburn Museum and of sports working groups at the NI Assembly.

It was proposed by Alderman A McIntyre, seconded by Councillor T Beckett and agreed to recommend that the Ulster Sports Legacy be endorsed.

Future correspondence of a routine nature from the Ulster Legacy Trust would be provided to Members via the Information & Correspondence schedules. More significant issues would be reported to Committee.

4. Report of Head of Communities

4.1 Arts Grant Scheme - Outcome of Assessments 2026/2027

Having declared interests in this item of business, Aldermen A McIntyre and S Skillen left the meeting before its commencement. (6.10 pm). Councillor S Lowry entered the Chamber at this time also. (6.10 pm)

The Head of Communities reported extensively on the Arts Grant Scheme in terms of its objectives, the various funding strands and their available amounts of 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 Arts Grant Scheme.

The Head of Communities responded to Members' questions and gave an assurance that future applicants would be made aware of the correct grant or the correct funding stream under which they should apply. Furthermore a review of all grant schemes was ongoing, one of the aims being to ensure that adequate funding was contained with the estimate-setting process.

It was proposed by Councillor J Craig, 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;
- the shortfall of £20,188.50 be ear-marked from 2025/2026 in-year underspend.

4.2 Department for Communities
Consultation on the NI Executive Disability Strategy 2025-2035
(Closing date: 20th March 2026)

Further to the previous Meeting of Committee, a draft response to the above consultation had been provided. In her report, the Head of Communities outlined the salient points of both the consultation and the draft response.

As agreed at the previous Meeting, Members had been invited by e-mail to provide comments on the draft response. At the time of writing the report, none had been received.

Councillor C Kemp voiced her concern about the promotion of the word “equity” to replace “equality” and asked that this be not followed. The Director responded to this.

It was proposed by Councillor C Kemp, seconded by Councillor S Lowry and agreed that - subject to the retention of the word equality and the piece about it, but with the addition of a line about equity, reasonableness and reasonable adjustment, the draft response to the above consultation be accepted as the Council’s response thereto and – in line with the authority delegated to the Committee by the Council at its meeting held on the 24th February 2026, be submitted to the Department of Communities by the stipulated closing date of the 20th March 2026.

During this item of business:-

- Alderman A McIntyre returned to the Chamber during the Head of Communities’ presentation of this item (6.15 pm);
- Alderman S Skillen returned to the meeting on a remote basis during discussion of this item (6.18 pm).

5. Any Other Business – Non-Confidential

5.1 Wallace High School Lisburn – Success in Rugby Medallion Shield
Councillor T Mitchell (Chair)

The Chair, Councillor T Mitchell, referred to the success of the Medallion Rugby Team of Wallace High School, Lisburn in winning the Danske Bank Schools’ Medallion Shield earlier that day having defeated Sullivan Upper School in the final played at the Affidea Stadium at Ravenhill.

The Chair stated that it was likely that The Right Worshipful The Mayor, Alderman A Grehan, would be recognising this achievement.

Alderman A McIntyre, a past pupil of Wallace High School, endorsed these congratulations.

5.2 Flooding at (i) Beech Grove and (ii) Ballybog Road
Councillor J Craig

Councillor J Craig sought an update on issues which he had raised some time ago in regard to flooding at Beech Grove and at Ballybog Road. The flooding of properties at these locations had been associated with adjacent Council lands so it was important that the Council have such issues resolved for the residents of these areas.

The Director and the Head of Parks & Amenities spoke on this item with the Director agreeing to provide Members with a written update.

5.3 Belfast Fleadh (2nd – 9th August 2026)
Alderman A McIntyre

Alderman A McIntyre sought an update on any events that the Council might be organising associated with the Belfast Fleadh in August 2026.

The Director confirmed that work was ongoing in regard to a number of fringe events and indeed, some groups had approached Council staff about becoming involved in events.

5.4 Former Hilden Primary School - Signage
Councillor G Hynds and Councillor T Mitchell (Chair)

Councillor G Hynds referred to the success of the facilities that were now in place at the former Hilden Primary School. Councillor Hynds highlighted that signage was required along the Towpath so as to indicate the existence of the facilities. The Chair, Councillor T Mitchell, stated that signage on the local roads would be helpful also.

The Head of Communities confirmed that the matter of signage was being attended to.

5.5 Mcllroy Park, Lisburn - Repairs
Councillor G Hynds

Councillor G Hynds extended his thanks for works that had been carried out to address fire damage at Mcllroy Park. Councillor Hynds drew attention to damaged signs and graffiti on bins which required attention at this location.

5.6 Ramblers Bridge - Overgrowth
Councillor G Hynds

Councillor G Hynds referred to significant overgrowth at Ramblers Bridge and asked that this be tidied up.

5.7 Derriaghy Cricket Club Football Club
Councillor G Hynds

Councillor G Hynds expressed his thanks to The Right Worshipful The Mayor, Alderman A Grehan, for the recent reception she had hosted for Derriaghy Cricket Club Football Club.

Councillor Hynds stated that the current success of Derriaghy CC FC and that of Ballymacash Rangers FC and Lisburn Rangers FC was commendable.

5.8 Carryduff Running Club's 5k and 10k Runs - Sunday 1st March 2026
Councillor J Gallen

Councillor J Gallen referred to the success of the inaugural "Run The Duff" 5k and 10k Runs which Carryduff Running Club had organised on Sunday 1st March 2026. The number of runners had been in the region of 1,000.

Councillor Gallen asked that a letter be sent to Carryduff Running Club congratulating them on the success of this initiative. This was agreed.

5.9 Defibrillators

5.9.1 Provision to Community Groups
Councillor C Kemp

Councillor C Kemp sought an update on funding to community groups for the provision of defibrillators.

The Director confirmed that this matter was progressing via underspend and the DEA Local Investment Programme. The timeline of provision was not yet available.

5.9.2 Council Owned Facilities
Councillor J Craig

Councillor J Craig understood that all Council-owned facilities were to be equipped with a defibrillator and enquired if there was a policy on this. Councillor Craig also referred to Tolerton Sports Zone where there was a defibrillator, but the housing cabinet had not yet been sourced.

The Director stated that - whilst there was no policy as such, the Council did wish to ensure that each facility had a defibrillator. The Head of Communities would source a map of defibrillator locations from "Community Life Savers" and provide it to Members, together with an update on their provision in Council facilities.

5.10 Pitches Strategy
Councillor G McCleave

Councillor G McCleave sought an update on the Pitches Strategy.

The Director confirmed that recommendations of the report were being considered and that it was hoped to have Member workshops in April/May 2026. The Director was available to speak off-line with any Member about this matter.

5.11 Action Cancer Big Bus Mobile Screening Unit
The Right Worshipful The Mayor, Alderman A Grehan

The Right Worshipful the Mayor, Alderman A Grehan, referred to Action Cancer's Big Bus Mobile Screening Unit which had been parked at Ballyoran Community Centre recently. All screening slots had been booked within 20 minutes of opening.

The Right Worshipful The Mayor thanked all who had played any part and who continued to do so in raising funding so as to keep this facility in operation as it cost £5,000 each time the bus went out on the road.

5.12 Former Hilden Primary School – Commemorative Book
Councillor G Hynds

Councillor G Hynds sought an update on the publication a book about Hilden Primary School.

The Head of Communities confirmed that staff in the Lisburn Museum were working on this project.

5.13 April 2026 Meeting of Committee
Councillor T Mitchell (Chair)

The Chair, Councillor T Mitchell, reminded Members that - as previously agreed, the April 2026 meeting would be held on Tuesday 14th April (the scheduled meeting date falling on Easter Tuesday).

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 6.34 pm.

MAYOR/CHAIR

DRAFT

LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of Meeting of the Environment and Sustainability Committee held in the Council Chamber, Island Civic Centre, on Wednesday 4 February 2026 at 6.00 pm

PRESENT IN CHAMBER:

Alderman O Gawith (Chair)

Councillor S Burns (Vice-Chair)

Alderman J Baird

Councillors J Bamford, P Catney, A Givan, G Hynds and M McKeever

PRESENT IN REMOTE LOCATION:

Alderman S Skillen

Councillors B Magee, C McCready, R McLernon and N Parker

IN ATTENDANCE:

Director of Environmental Services

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

Head of Service (Building Control & Sustainability)

Head of Service (Waste Management & Operational Services)

Member Services Officers (EW and FA)

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**

No apologies were recorded.

2. **Declarations of Interest**

Alderman J Baird declared an interest in Item 4.1 and Councillor M McKeever declared an interest in Item 3.1 and stated that he would leave the meeting for the duration of this item of business.

3. Report by the Director of Environmental Services

3.1 Houses in Multiple Occupancy Review of Licence Scheme Charges and Proposed Increase in Licence Fee from 1 April 2023/6

Councillor N Parker joined the meeting via Zoom and Councillor M McKeever left the meeting during consideration of this item (6.03 pm)

The Director of Environmental Services delivered this report, which the Members had already been furnished with.

In response to questions from Councillor G Hynds regarding covering the costs incurred by Belfast City Council for the administration of the HMO licencing scheme and SOLACE decision making, the Director of Environmental Services advised that the annual charge is to enable Councils to operate the scheme on a cost neutral basis so that there is no additional financial commitment from any Council across Northern Ireland, and in response to SOLACE, the Director advised that SOLACE had agreed to the increase on the basis that this would be brought to each Council for decision making purposes.

In response to a request from Councillor G Hynds for the committee to receive an update on the operation of HMOs locally, the Director advised she would provide additional information on the matter.

It was proposed by Councillor P Catney, seconded by Councillor A Givan, and agreed to recommend approval to the increase of the HMO licence application fee to £62 per person per year, from 1 April 2026. It was also agreed to recommend approval to increase the costs of varying an HMO licence as follows:

Licence variations	
Item	Cost
Addition of a new managing agent	£250
Addition of a new occupant	£310 for each new occupant + £125 inspection fee (per visit)

It was further agreed to note that the Chair of SOLACE would write to the DfC Permanent Secretary regarding the risk being carried by Councils and the need to bring forward legislation on this matter within the current mandate.

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

4.1 The Private Tenancies (Notice to Quit) Regulations (Northern Ireland) 2025

Councillor M McKeever returned to the meeting during this item of business (6.09 pm)

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 Councillor N Parker, seconded by Councillor P Catney, and agreed to recommend approval of the Consultation Response document in relation

4.1 The Private Tenancies (Notice to Quit) Regulations (Northern Ireland) 2025 (Cont'd)

to The Private Tenancies (Notice to Quit) Regulations (Northern Ireland) 2025 to be submitted to DfC on behalf of the Council.

4.2 Storm Chandra

Councillor J Bamford wished to put on record her Party's thanks to all officers and staff for their emergency response to Storm Chandra which was very much appreciated.

In response to comments made by Alderman J Baird regarding future planning for flooding of rivers, the Head of Service (Environmental Health, Risk and Emergency Planning) advised that there was a Southern Eastern Preparedness Group which this council was part of and it has different work streams and partners whom the council regularly engage with to support any local issues. The Director advised that meetings had taken place with DfI around winter preparedness and once feedback from the Department was received, she would provide Members with an update.

It was proposed by Alderman J Baird, seconded by Councillor G Hynds, and agreed to note:

- the support and coordination role undertaken by the council during and after Storm Chandra; and
- the additional actions outlined to further strengthen the provision of council services and support of the community in any future incidents.

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

5.1 Rethinking Our Resources: Northern Ireland Resources and Waste Management Strategy Consultation

The Head of Service (Waste, Management & Operational Services) delivered this report, which the Members had already been furnished with.

It was proposed by Councillor P Catney, seconded by Alderman J Baird, and agreed to recommend approval that the committee is granted delegated authority for the April Environment & Sustainability Committee to consider and approve the draft response.

6. Any Other Business

6.1 Information and Correspondence Schedule Councillor M McKeever

In response to a query from Councillor M McKeever regarding the delay in receiving the Information and Correspondence Schedule, the Chair, Alderman O Gawith, advised that this had been a clerical error.

6.2 Bin Collections
Councillor M McKeever

Councillor McKeever wished to put on record his gratitude to the Head of Service (Waste Management & Operational Services) for his help with an enquiry regarding bins being collected in the Beechhill Road area while roadworks were being carried out and that the residents were very appreciative of the council's response, particularly the link in with Bryson to ensure there would be no disruption.

6.3 Derriaghy Road Dumping
Councillor G Hynds

In response to comments from Councillor G Hynds regarding substantial dumping in the Derriaghy Road area, the Director advised that the land was under private ownership and that a camera had been placed there for surveillance. The council's enforcement officers always looked for evidence when illegal dumping occurred in order to ascertain any links which may identify the culprit. This process was undertaken in the first instance prior to any waste being deployed to lift it. The Head of Service (Environmental Health, Risk & Emergency Planning) advised that the area was now flagged as a hotspot and that enforcement officers continued to monitor the CCTV footage in order that prosecutions could be brought forward. The Head of Service (Waste Management & Operational Services) advised that equipment needs to be hired to remove the materials and that this was ongoing.

6.4 Sweeper in Glenmore
Councillor G Hynds

Councillor G Hynds requested if a sweeper could clean footpaths in the Glenmore area to which the Head of Service (Waste Management & Operational Services) agreed to look into.

6.5 Task and Finish
Councillor G Hynds

In response to a query around Task and Finish from Councillor Hynds, the Director of Environmental Services advised that there were no plans to reintroduce Task and Finish as this was no longer in the terms and conditions of employment.

6.6 Dumping and Dog Fouling
Alderman S Skillen

In response to comments from Alderman Skillen regarding dumping on the Grahamsbridge Road and dog fouling on the Ballyregan Road in Dundonald, the Head of Service (Environmental Health, Risk & Emergency Planning) advised that enforcement officers could take action at any time when offences were brought to their attention, either through direct observation of the offence taking place or from a statement of evidence being provided. He also advised that resources could be put in place at a specific time in any area that any form of environmental crime had been reported.

6.7 Illegal Dumping
Councillor Pat Catney

Councillor P Catney reported that he had made contact through the Directorate about a complaint he had received regarding a large quantity of tyres and rubbish thrown in the Richmond Wood area and that the Directorate contacted the landowner and the matter was satisfactorily resolved.

6.8 Hilden Mill
Councillor G Hynds

Following a request from Councillor G Hynds for an updated report on Hilden Mill, in terms of agreed actions with the owner, the Director of Environmental Services advised that an update would be provided through the Information and Correspondence Schedule.

7. Any Other Business (Confidential)

At the request of Councillor M McKeever to discuss an item of any other business in confidential due to containing information relating to the financial or business affairs of any particular person (including the Council holding that information), the Chair, Alderman O Gawith, advised that the item would be dealt with "In Committee".

"In Committee"

It was proposed by Alderman J Baird, seconded by Councillor M McKeever, and agreed that the following matter be considered "In Committee", in the absence of members of the press and public being present.

The member of the press seated in the public gallery left the Council Chamber (6.45 pm).

7.1 Update on Cost Recovery from Bryson Recycling

The Director of Environmental Services responded to a question raised by a Member.

Resumption of Normal Business

It was proposed by Alderman J Baird, seconded by Councillor A Givan, and agreed to come out of Committee and normal business was resumed.

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

There being no further business, the meeting ended at 6.50 pm.

Chairperson

LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of Meeting of the Regeneration & Growth Committee held in the Council Chamber, Island Civic Centre, The Island, Lisburn and in remote locations on Thursday, 5 March 2026 at 6.00 pm

PRESENT IN THE CHAMBER:

Councillor C Kemp (Chairperson)
Councillor J Harpur (Vice Chairperson)
The Right Worshipful the Mayor, Alderman A Grehan
Aldermen J Baird, A G Ewart MBE and A McIntyre
Councillors K Dickson, U Mackin

PRESENT REMOTELY: Councillors J Gallen, J Lavery BEM and T Mitchell

IN ATTENDANCE

Director of Regeneration & Growth
Head of Assets
Head of Economic Development
Member Services Manager (Acting)
Member Services Officer
Corporate Communications Officer
IT Officer

Commencement of Meeting

The Chairperson, Councillor C Kemp, extended a welcome to everyone in attendance at the March 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 Alderman M Gregg, and Councillors A Gowan, D Lynch and C McCready.

2. Declarations of Interest

There were no declarations of interest.

Councillor T Mitchell joined the meeting remotely at 6.02 pm.

3. Report of Head of Economic Development

3.1 Dfl Speed Limit Review – Draft Consultation Response (Closing Date 22 April 2026)

The Right Worshipful the Mayor, Alderman A Grehan, entered the meeting during consideration of this item of business (6.03 pm).

The Head of Economic Development's report detailed the background and key issues in connection with the Department for Infrastructure's (DfI) public consultation on a review of speed limits with the purpose of improving road safety across Northern Ireland. A link to the consultation on the on NI Direct website was also contained within the Officer's report.

The options being considered for review by DfI had been detailed in the Officer's report, namely:

- increased use of 20mph Speed Limits
- lowering National Speed Limits on Single Rural and Dual Carriageway Roads
- increasing HGV Speed Limits

The Committee had been furnished with a draft response to the consultation which had been prepared with advice from Communities/PCSP.

A number of comments were noted from Members in connection with the draft response, including:

- 20 mph speed limits should be considered for any public-use buildings and not solely schools – there needs to be a clear connection on a case by case basis
- enforcement is key and any response should include the statement that any new measures are only as good as the enforcement by other bodies
- there should be no increase in speed for HGVs in view of their size and weight. The current speed limits for HGVs are adequate and suitable
- DfI need to focus on carriageways being fit for purpose.
- it does not make sense to reduce speed limits generally whilst increasing speed limits for HGVs. DfI need to be very cautious with how they progress with this consultation

The Head of Economic Development responded to comments from a Member in connection with an illegal 20 mph sign in the village, it being noted that correspondence from the Council had been issued to DfI on this issue.

3.1 Dfl Speed Limit Review – Draft Consultation Response (Cont'd)

It was proposed by the Vice Chairperson, Councillor J Harpur, seconded by Alderman A G Ewart, and agreed to recommend that the draft response to Dfl's consultation be approved, subject to the inclusion of the comments and sentiments raised by Members.

It was noted that any further comments from Members that are conveyed to the Head of Economic Development by the end of March 2026 would also be included in the Council's response.

3.2 NI-NL Dinner 2026 (EU Trade)

The Head of Economic Development's report highlighted the background and key issues in connection with the the Council's previous decision to progress the development of the EU Trade Programme and the reactivation of the NI-NL Society to support local businesses in accessing opportunities in the Dutch market.

The Head of Economic Development reminded the Committee that the NI–NL Trade Dinner would be the first major event of the reactivated Society and would coincide with the launch of the EU Trade Programme.

Further to the request of the Committee at its meeting in January 2026, the estimated cost of a cross-party delegation from the Council attending the NI-NL Trade Dinner, was detailed in the Officer's report which was based on a two overnight stay, namely:

- Cost of one Elected Member (up to) £1,250
- Cost of five Elected Members (up to) £6,250

The Director of Regeneration & Growth responded to a question from a Member in connection with the rationale for a cross-party delegation to attend this event.

It was proposed by Alderman A G Ewart, seconded by Councillor U Mackin, and agreed to recommend that a cross-party delegation from the Council attends the NI-NL Dinner for as outlined in the report, the estimated cost of a Member's attendance being (up to) £1,250.

4. Report of Head of Assets

4.1 Planned Preventative Maintenance, Tender Evaluation Criteria Request – Building Energy Management Systems

The Head of Assets' report outlined the background and key issues in connection with the above tender evaluation criteria request in respect of Building Energy Management Systems. It was noted that this procurement established a new contractual framework for the inspection, testing, maintenance, reactive response and reporting of Building Energy Management Systems (BEMS) across the Council's estate.

4.1 Planned Preventative Maintenance, Tender Evaluation Criteria Request – Building Energy Management Systems (Cont'd)

The Head of Assets corrected a typographical error at paragraph 10 of her report in that the first bullet point should read “Technical competence in building energy management systems.”

In response to comments and questions from a Member the Head of Assets clarified the meaning of the term ‘efficient’ as referenced in paragraph number 3 of the report. The Head of Assets, having indicated that the Council did not have specific data on efficiency, undertook to look into any information that she could advise on as a result of the introduction of BEMS across the Council estate.

The Head of Assets reminded the Committee that the purpose of this report was to seek approval for the proposed tender evaluation award criteria, as set out in the Officer’s report.

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

5. Any Other Business

5.1 Maintenance of Lisburn Public Realm Councillor U Mackin

Councillor U Mackin expressed concern in regard to the poor condition of the footpaths in Bow Street which, he stated, was due to the utility companies having dug up the footpaths which were not being restored back to an acceptable condition. Councillor Mackin also advised that there was a further footpath being dug up at the bottom of Bridge Street, and enquired if there was anything the Council could do to address this issue.

The Director advised that the Council had written to DfI Roads on this matter, and indicated that this issue was also due to HGVs off-loading in the City Centre. The Director undertook to contact DfI Roads again on this issue to emphasise that Members are keen to have an agreed programme of repairs to the public realm in Lisburn City Centre.

5.2 Data on the Economic Activity during the Christmas Programme 2025 Councillor K Dickson

Councillor K Dickson enquired about a report on the outcomes of the data that had been gathered by an external body in Lisburn City Centre over the Christmas shopping period.

The Head of Economic advised that this data would feed into the overall valuation as part of the Director of Leisure & Community Wellbeing’s report to the Communities and Wellbeing Committee in the next couple of months.

5.2 Data on the Economic Activity during the Christmas Programme 2025 (Cont'd)
Councillor K Dickson

The Right Worshipful the Mayor, Alderman A Grehan, emphasised that this data should not concentrate on footfall solely but also on the economic return as the reason for the Christmas programme is to regenerate economic growth in the City Centre.

5.3 Chewing Gum and Staining on Surfaces
Councillor K Dickson

Councillor K Dickson having highlighted the extent of chewing gum and staining on surfaces in the City Centre, requested that Officers work with the Cleansing team in order to avail of the chewing gum removal machine to tackle this ongoing problem.

The Director of Regeneration & Growth undertook to raise this matter with the Director of Environmental Services.

5.4 Hilden Mill Development
Councillor G Hynds

At the request of Councillor G Hynds the Director of Regeneration & Growth undertook to include an update on any interest in this site by potential developers in his forthcoming briefing to Members.

6. Confidential Report from Director of Regeneration & Growth

The Chairperson, Councillor C Kemp, advised that the 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 addition, item 5.1 was also required to be considered under confidential business due to Information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the Council or a Government Department and employees of, or office holders under, the Council.

In Committee

It was proposed by Alderman J Baird, seconded by Councillor K Dickson, 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.

6.1 Progress on Public Realm CCTV integration

(Redacted report to be published following completion of new operating model)

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

The Director of Regeneration & Growth provided the Committee with a verbal update in connection with recent developments in relation to the Public Realm CCTV integration. The Director also responded to questions from Members in relation to other key issues.

The Vice Chairman, Councillor J Harpur, left the meeting at 6.43 pm and returned at 6.46 pm.

Alderman J Baird left the meeting at 6.48 pm and returned at 6.50 pm.

It was proposed by Alderman A G Ewart, seconded by Alderman J Baird, and agreed to recommend that:

- in order to ensure orderly transition to a new operating model, that funding of Citywatch continues into the first quarter of 2026/27 with the contract for funding reviewed in three months' time,
- in order to provide reassurance to the public, a communication from the Council be issued on the Council's website on the continuation of the Public Realm CCTV integration across Lisburn Castlereagh, and
- a suite of Frequently Asked Questions be prepared to explain the transition and the arrangements for service continuation.

A Member conveyed thanks to the Director of Regeneration & Growth for his efforts in progressing the Public Realm CCTV integration project over the past number of years.

6.2 Hillsborough Car Park Access Gate, Ballynahinch Street

(Redacted report to be published following agreement with the beneficiary)

Councillor J Gallen left the meeting at 7.02 pm.

The Head of Assets presented this item of business during which she, together with the Director of Regeneration & Growth, 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 Car Park Map and also a plan illustrating removal of the wall and vehicular gates.

6.2 Hillsborough Car Park Access Gate, Ballynahinch Street (Cont'd)

It was proposed by Alderman A McIntyre and seconded by Councillor K Dickson that the Officer's recommendation be not accepted and that the boundary wall be re-instated.

It was proposed by Alderman A G Ewart and seconded by Councillor U Mackin that the Officer's recommendation be approved, as outlined and conditioned within the report.

Alderman Ewart's proposal was put to the meeting and on a recorded vote being taken declared "fallen," there being four votes in favour and six votes against, as follows:

In Favour: Alderman J Baird, Alderman A G Ewart, Councillor J Lavery, and Councillor U Mackin **TOTAL: 4**

Against: Councillor K Dickson, The Right Worshipful the Mayor, Alderman A Grehan, Councillor J Harpur (Vice Chairperson), Councillor C Kemp (Chairperson), Councillor T Mitchell and Councillor C McCready **TOTAL: 6**

Alderman A McIntyre's proposal was put to the meeting, ie. that the Officer's recommendation be not accepted and that the boundary wall be re-instated, and on a recorded vote being taken there were six votes in favour and four votes against, as follows:

In Favour: Councillor K Dickson, The Right Worshipful the Mayor, Alderman A Grehan, Councillor J Harpur (Vice Chairperson), Councillor C Kemp (Chairperson), Councillor T Mitchell and Councillor C McCready **TOTAL: 6**

Against: Alderman J Baird, Alderman A G Ewart, Councillor J Lavery, and Councillor U Mackin **TOTAL: 4**

The proposal in the name of Alderman A McIntyre was declared "carried."

Councillor T Mitchell left the meeting at 7.25 pm.

7. Any Other Business (Confidential)

7.1 Public Realm CCTV Communication The Right Worshipful the Mayor, Alderman A Grehan

Comments were noted from The Right Worshipful the Mayor, Alderman A Grehan, in connection with the above communication following which it was proposed by Councillor J Lavery, seconded by The Right Worshipful the Mayor, Alderman A Grehan, and agreed that the communication would be issued as a corporate press release in the name of Lisburn & Castlereagh City Council.

7.2 Go Succeed – Update
Councillor K Dickson

At the request of Councillor K Dickson, the Head of Economic Development provided an update to the Committee on the Go Succeed business support initiative.

7.3 BRCD – Update
Councillor J Lavery

At the request of Councillor J Lavery the Director of Regeneration & Growth provided an update to the Committee on the BRCD project, it being noted that the addendum to the business case had been presented to TNI and a further report would be presented to the Committee in the next 2-3 months.

7.4 Request for Repairs to Road, Main Street, Royal Hillsborough
Alderman A G Ewart

In response to comments and concerns by Alderman A G Ewart, the Director of Regeneration & Growth undertook to contact DfI Roads as a matter of urgency in regard to the need for immediate repairs to the large break-up of surface in the form of a temporary fix at the bottom of the hill on Main Street.

Resumption of Normal Business

It was proposed by Alderman A McIntyre, seconded by Councillor K Dickson, and agreed to come out of Committee and normal business was resumed.

Conclusion of Meeting

The Chairperson thanked everyone for their attendance and there being no further business for consideration the meeting was concluded at 7.47 pm.

Chairperson

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 11th March 2026 at 6.00 pm.

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

Councillor B Higginson (Chair)
Councillor J Bamford (Vice-Chair)
Aldermen A Ewart MBE, M Gregg and P Porter
Councillors T Beckett, K Dickson, A Ewing,
J Harpur, G McCleave and The Hon N Trimble

**PRESENT IN
REMOTE LOCATION
(COMMITTEE)**

Councillors R Carlin and N Parker

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

Councillors G Hynds and U Mackin

IN ATTENDANCE:

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

Commencement of Meeting

Prior to the commencement of the business of the meeting, the Chair, Councillor B Higginson, referred to the forthcoming retirement of Mrs Rosemary Nesbitt, Member Services Officer, after almost 38 years employment with the Council. Councillor Higginson thanked Rosemary for her long service and contribution to the work of the Council and wished her all the best in her retirement. There was a round of applause and Rosemary responded accordingly. Later in the meeting, Alderman P Porter reiterated the comments expressed by Councillor Higginson.

The Chair, Councillor B Higginson, proceeded to welcome 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 8.6 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.

1. Apologies

Apologies for non-attendance at the meeting were accepted and recorded on behalf of The Right Worshipful The Mayor, Alderman A Grehan; and Councillor R McLernon.

2. Declarations of Interest

There were no Declarations of Interest.

Councillor N Parker joined the meeting on a remote basis. (6.03 pm)

3. Report of Head of Governance & Communications

3.1 Lagan Valley Island – Illumination Requests

The Head of Service reported on the following requests for the illumination of Lagan Valley Island and the exceptional circumstances associated with each one which had allowed for their consideration by the Committee:-

- 110th anniversary of the founding of the Cubs and the 40th anniversary of the founding of the Beavers in the UK. In green on the 16th December 2026.
- 40th anniversary of Make-A-Wish in NI and the UK. In blue on World Wish Day – the 29th April 2026.

It was proposed by Councillor J Bamford, seconded by Alderman P Porter and agreed to recommend that the requests referred to above be acceded to.

The aims and objectives of these organisations was commended by a number of Members as was the excellent work that volunteers carry out in organisations such as these,

4. Report of Head of Human Resources & Organisation Development

4.1 Workforce Reports

Reports on the undernoted topics in relation to Council staff across all Departments had been provided with the report and their contents duly noted.

- Attendance Management Report for period ended 30th December 2025;
- Recruitment reports – (i) Advert & Selection; and (ii) Appointments;
- Workforce Profile.

The Head of Service provided a verbal update in regard to the Advert & Selection schedule of the Recruitment report, and he also responded to Members' questions.

The reduction in the level of absence caused by stress, depression and mental health was welcomed by Councillor J Harpur.

The Head of Service also provided information on actions taken to support those with absence due to musculoskeletal issues.

5. Any Other Business – Non-Confidential

5.1 Livestreaming of Committee meetings Councillor K Dickson & Alderman P Porter

Councillor K Dickson sought an update on a report to be provided to Committee in regard to the livestreaming of Committee meetings – this being associated with the Notice of Motion on Transparency.

The Chief Executive confirmed that this issue was under consideration and pointed out that two officers who would be involved in the preparation of such a report, ie the Director of Finance & Corporate Services and the Head of Governance & Communications, had only very recently taken up employment with the Council. The Director had been requested to make contact with Councillors K Dickson and G Hynds to confirm that this matter was being actively addressed.

Alderman P Porter referred to the fact that proceedings of Council meetings could not be shared by Members until the video of such proceedings was available on the website. Alderman Porter asked that this matter be revisited so as to allow Members to share proceedings at an earlier juncture. An amendment to Standing Orders might be required to enable a change in procedure.

5.2 Castle Gardens and Seymour Street, Lisburn
Christmas Season and Parking of Vehicles
Councillor G Hynds

Councillor G Hynds expressed his thanks to Council staff for the measures that had been put in place to address the increased amount of (and at times irresponsible) parking in Seymour Street, Lisburn associated with the Christmas light festival in Castle Gardens, and expressed the hope that such measures could continue in future years.

5.3 400th Anniversary of Lisburn
Councillor G Hynds

Councillor G Hynds sought an update as to anything that might be put in place to mark the 400th anniversary of Lisburn as the plaque to that effect at a commemorative tree had been removed as it had referred to the former Prince Andrew.

The Chief Executive invited any comments or suggestions on such a commemoration so as to inform a report to Committee.

6. Confidential Report from Chief Executive

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

6.1 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 24th March 2026 and the signing of the contracts.

6.2 Building Resilience

(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 following the release of the final financial statements.

In Committee

It was proposed by Councillor A Ewing, seconded by Councillor J Bamford 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.) (6.19 pm)

6.1 Report on Tender Awards

Presented by the Head of Assets who responded to Members' questions.

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

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

- T25/26-039 – Operation Volunteering;
- T25/26-036 – Women's Development Project;
- T25/26-058 – Supply and Delivery of Wooden Huts and Associated Costs (Storage, Maintenance, Build-Up/Take Down);
- T25/26-038 – Understanding Our Cultures;
- T25/26-055 – Planned Preventative Maintenance & Response Maintenance 01: Lightning Protection Systems & Steel Chimneys;
- F25/26-029 Idox Software Licencing, Support and Maintenance Contract 22/12/2025L3 – Idox Cloud Package 3;
- T25/26-026 – Counselling Services for Lisburn & Castlereagh City Council;
- T25/26-052 – Electric Vehicle Charging Business Partner.

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

The Head of Assets advised that benchmarking had commenced on how to take forward the "social value" of the new procurement regulations.

6.2 Building Resilience

The Chair, Councillor B Higginson, vacated the Chair and left the Chamber during discussion of this item. The remainder of the business before the Committee was conducted by the Vice-Chair, Councillor J Bamford. (6.40 pm)

This item was presented by the Head of Finance who responded to Members' questions.

A report on building resilience from a financial perspective had been provided. The Head of Finance explained the content thereof and explained the proposals for the allocation of the 2025/2026 underspend.

It was proposed by Councillor N Parker, seconded by Alderman P Porter and agreed to recommend that the proposed approach to allocating the underspend relating to 2025/2026 and as outlined in the report be approved.

During discussion of this item, Councillor J Harpur left and returned to the Chamber. (6.33 pm and 6.35 pm respectively)

7. Any Other Business – Confidential

No business of a confidential nature was raised by Members.

Resumption of Normal Business

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

8. Any Other Business

Dealt with under Item 5.

After the Acting Chair, Councillor J Bamford, had thanked those present for their attendance, the meeting concluded at 6.45 pm.

MAYOR/CHAIR

GAC 12.03.2026

45

LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of Meeting of the Governance and Audit Committee held in the Council Chamber and Remote Locations on Thursday, 12 March, 2026 at 6:00 pm

PRESENT IN CHAMBER:

Councillor D Bassett (Acting Chair)

Mr E Jardine (Independent Member and Vice-Chair)

Aldermen O Gawith and J Tinsley

Councillors J Bamford, D J Craig, A P Ewing, B Magee and M McKeever

PRESENT IN REMOTE LOCATION:

Alderman S P Porter, Councillors S Burns, J Gallen

OTHER MEMBER PRESENT IN REMOTE LOCATION:

Councillor U Mackin

IN ATTENDANCE:

Chief Executive
 Director of Organisation Development and Innovation
 Director of Finance & Corporate Services
 Director of Regeneration & Growth
 Director of Leisure & Community Wellbeing
 Head of Environmental Health, Risk and Emergency Planning
 Head of Finance
 Head of Human Resources and Organisation Development
 Head of Parks & Amenities (Acting)
 Internal Audit Manager (remote)
 Performance Improvement Officer
 Business Support Manager
 Member Services Manager (Acting)
 Member Services Officer
 IT Officer

Northern Ireland Audit Office

Mr C McGeown

RBCA

Mr B Stewart

Commencement of the Meeting

At the commencement of the meeting, the Director of Organisation Development & Innovation advised that the Chairperson, Councillor D Lynch, was unable to be present. As the Vice-Chair, Mr E Jardine, was an Independent Member, he was not permitted to chair the meeting and, in line with protocol, this responsibility fell to another Member of

Councillor Lynch's Party, SF. The Director advised that Councillor D Bassett would be chairing the meeting in Councillor Lynch's absence.

The Acting Chair, Councillor D Bassett, having welcomed those present to the March meeting of the Governance & Audit Committee, 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 Acting 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 Acting Chair asked that mobile phones be put on silent or switched off for the duration of the meeting following which the Director of Organisation Development & Innovation 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 Chairperson, Councillor D Lynch, The Right Worshipful the Mayor, Alderman A Grehan and Councillors S Lowry and A Martin.

Alderman J Tinsley entered the meeting at 6.03 pm and Alderman S P Porter joined the meeting remotely also at 6.03 pm.

2. Declarations of Interest

There were no declarations of interest declared at the meeting.

At this point, the Acting Chair, Councillor D Bassett, extended a welcome to Mr C McGeown, Northern Ireland Audit Office, and Mr B Stewart, RBCA.

3. Report from the Performance Improvement Officer

3.1 Customer Care Feedback – Quarter 3 2025/26

In addition to the narrative report Members were provided with a copy of a dashboard report showing compliments and complaints during Quarter 3 of 2025/26. The Performance Improvement Officer outlined in her report a summary of key learning outcomes from complaints, as well as good practice noted from compliments received. A number of Members' queries having been addressed by the Performance Improvement Officer, it was agreed that the contents of the report be noted.

A Member thanked the Performance Improvement Officer for her efforts in relation to the Council' Customer Care System.

GAC 12.03.2026

47

3.2 Q3 Performance Improvement Monitoring – Objectives, Case Studies, Performance KPIs & Corporate Plan KPIs

Members were provided with, and noted the contents of, a copy of:

- (a) a quarterly monitoring document, including case studies of improvement for Quarter 3 of 2025/26 (October - December inclusive); an additional section detailing case studies, photographs and customer feedback that have demonstrated improvement during Quarter 3.
- (b) details of Performance KPI results for Quarter 3 of 2025/26; and
- (c) details of Corporate Plan KPI results for Quarter 3 of 2025/26.

3.3 Draft Performance Improvement Objectives & Projects 2006/2027

In addition to the narrative report, the Committee had been furnished with a copy of the draft Performance Improvement Objectives and Projects for 2026/27.

It was noted that seven improvement projects were being proposed to deliver upon the objectives, and that of the seven, one was continuing from 2025/26 and the other six were new projects. The projects focused on enhancing planning services, digital platforms, sports facilities, community wellbeing, and resilience.

It was planned to carry out a public consultation on the improvement projects during April and May 2026 and that any comments and suggested amendments from consultees would be incorporated where appropriate in producing the final Performance Improvement Plan which will be brought to this Committee in June 2026.

In response to a question by a Member, the Performance Improvement Officer provided clarification in regard to a statistic in appendix 1 concerning the Performance Improvement project relating to Planning Applications.

It was proposed by Councillor A P Ewing, seconded by Councillor J Bamford and agreed to recommend that Performance Improvement Objectives and Projects for 2026/27 be approved.

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

4.1 Corporate Risk Register

Members were provided with copies of the Corporate and Directorate Risk Registers.

In accordance with the Council's Risk Management Strategy, and the established approach of selecting two corporate risks per annum for deep-dive analysis, it was proposed that the following risks are brought forward for the 2026/27 financial year:

GAC 12.03.2026

48

4.1 Corporate Risk Register (Cont'd)

- CRR 014 – Compliance, and
- CRR 002 – Emergency Planning / Business Continuity

The Chief Executive, the Head of Finance and the Director of Organisation Development & Innovation responded to a questions from the Committee in connection with CRR 007 Financial Sustainability, CRR 014 Compliance, CRR 006 Cyber Security and also the issue of pen testing on the Council's IT network.

It was proposed by Councillor D J Craig, seconded by Alderman J Tinsley, and agreed to recommend that the report on the Corporate Risk Register be noted and that the proposed deep-dive risks for 2026/27, as outlined in the Officer's report, be agreed.

5. Report of the Internal Audit Manager

The following Officers left the meeting at this point (6.24 pm): Director of Leisure & Community Wellbeing, Head of Human Resources & Organisation Development, Head of Parks & Amenities (Acting), Performance Improvement Officer and the Business Support Manager.

5.1 Global Internal Audit Standards Gap Analysis

The Committee considered, and noted the content of, a report and appended document by the Internal Audit Manager in connection with a GAP analysis against the Global Internal Audit Standards of the Council's Internal Audit Function.

It was noted that an action plan of proposed recommendations would be brought to the attention of the Committee in June 2026.

5.2 Proposed Internal Audit Performance Indicators

The Committee considered a report and appended document outlining the proposed performance indicators which were required to be brought to the attention of the Governance & Audit Committee for agreement.

The Internal Audit Manager responded to questions and comments from the Committee in connection with the proposed performance indicators, as set out in the appended document. The Internal Audit Manager undertook to give consideration to amending the reporting of relevant targets achieved to 'Yes/No' instead of the percentage currently stated.

It was proposed by Alderman J Tinsley, seconded by Councillor A P Ewing, and agreed that the proposed Internal Audit performance indicators be agreed and implemented in the new 2026/2027 audit year.

GAC 12.03.2026

49

6. Report by Head of Finance

6.1 Corporate Risk CRR 7 Financial Sustainability Deep Dive

Further to the decision of the Governance & Audit Committee at its meeting in September 2025 that two of the Council's Corporate Risks undergo a deep dive the Committee considered, and noted the content of, a report by the Head of Finance outlining key issues and mitigations in place in connection with a deep dive of Corporate Risk CRR 7 Financial Sustainability.

A presentation on the deep dive of CCR 7 had been appended to the Officer's report, the content of which was also noted.

7. Report by Head of Environmental Health, Risk and Emergency Planning

7.1 Corporate Risk CRR 011 Burial Grounds Deep Dive

Further to the decision of the Governance & Audit Committee at its meeting in September 2025 that two of the Council's Corporate Risks undergo a deep dive the Committee considered, and noted the content of, a report by the Head of Environmental Health, Risk and Emergency Planning outlining key issues and mitigations in place in connection with a deep dive of Corporate Risk CRR 11 Burial Grounds.

A presentation on the deep dive of CCR 011 had been appended to the Officer's report, the content of which was also noted.

The Head of Environmental Health, Risk and Emergency Planning responded to questions from the Committee in connection with the work in progress relating to the future provision of burial ground.

A Member welcomed the work being done in regard to future cemetery provision.

8.0 Any Other Business

8.1 Welcome to Director of Finance & Corporate Services
Acting Chairperson, Councillor D Bassett

The Acting Chairperson, Councillor D Bassett, welcomed to the meeting the Director of Finance & Corporate Services, Mr Paul Dane, who has taken up post on 1 March 2026 and stated that everyone was looking forward to working with him.

The Director of Regeneration & Growth left the meeting at 6.43 pm.

GAC 12.03.2026

50

9. 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 Councillor D J Craig, and agreed that the following matters be considered “in committee,” in the absence of members of the press and public being present. The member of the press seated in the public gallery left the Council Chamber at 6.44 pm, as did the Head of Environmental Health, Risk and Emergency Planning.

9.1 Confidential Report by the Internal Audit Manager

9.1.1 Internal Audit – Progress Report

(Report will be made available following Council ratification)

Members were provided with, and noted the contents of, a copy of an Internal Audit Progress Report summarising internal audit work, progress against the 2025/26 Operational Plan and any outstanding previous year’s reports. A copy of any internal audit reports referred to in the progress report were also provided in full in the Resources section on Decision Time for Members’ information.

The Internal Audit Manager advised the Committee in relation to the removal of appendix 4 from within the Internal Audit Progress Report which had been referenced in the covering report in error.

The Internal Audit Manager responded to questions from Members in connection with key issues contained within the Internal Audit Progress Report.

9.1.2 LCCC Draft Internal Audit Strategy 2026-2031 and Draft Internal Audit Operational Plan for 2026/27

(Report will be made available following Council ratification)

The Internal Audit Manager responded to a question from a Member in relation to the draft Internal Audit Strategy.

It was proposed by Councillor A P Ewing, seconded by Councillor M McKeever, and agreed to recommend that the Draft Internal Audit Strategy 2026-2031 and Draft Internal Operational Plan 2026-27 be approved.

9.2 Confidential Report by the Head of Finance

9.2.1 NIAO Audit Strategy 2025-26 - Lisburn & Castlereagh City Council

(Report never to be published)

Members were provided with a copy of the Northern Ireland Audit Office (NIAO) Audit Strategy for LCCC for 2025-26.

GAC 12.03.2026

51

9.2 1 NIAO Audit Strategy 2025-26 - Lisburn & Castlereagh City Council
(Cont'd)

Mr C McGeown, who was in attendance at his first meeting of the Council's Governance & Audit Committee, addressed the Committee. Mr McGeown stated that he looked forward to working with the Council and that he would be supported by his colleague Mr R McCance.

Mr B Stewart, RBCA, presented the NIAO Audit Strategy report to Members and it was agreed that its contents be noted.

Prior to the conclusion of confidential business, the Acting Chair, Councillor D Bassett, asked if Members had any confidential items of Any Other Business to raise, which they did not.

Resumption of Normal Business

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

There being no further business, the meeting ended at 7.00 pm.

Mayor/Chairperson

PC 02.02.2026

52

LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of Planning Committee Meeting held in the Council Chamber and in Remote Locations on Monday, 2 February, 2026 at 10.06 am

PRESENT IN CHAMBER:

Alderman J Tinsley (Chair)

Councillor G Thompson (Vice Chair)

Aldermen O Gawith and M Gregg

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

PRESENT IN REMOTE LOCATION:

Councillor N Trimble (prior to 12.01 pm)

IN ATTENDANCE:

Director of Regeneration and Growth
Head of Planning & Capital Development
Principal Planning Officer (PS)
Senior Planning Officers (MB, GM, PMcF and LMcC)
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 Councillor J Lavery BEM.

2. Declarations of Interest

There were no declarations of interest.

The Vice Chair, Councillor G Thompson arrived at the meeting during this item (10.08 am).

3. Minutes of Meeting of Planning Committee held on 12 January, 2026

It was agreed that the minutes of the meeting of Committee held on 12 January, 2026 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 6 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) LA05/2023/0316/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

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

The committee received Mr N Salt accompanied by Mr S McKee, 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:

- Alderman M Gregg expressed surprise at the response from the Department for Infrastructure, Roads (DfI Roads) and Police Service of Northern Ireland (PSNI) in relation to statistics on road traffic accidents at the junction of Old Mill Meadows and the Upper Newtownards Road. Alderman Gregg advised of three serious accidents at this junction in the past year, that he was aware of, two of which required occupants of vehicles to be taken to hospital via ambulance. Alderman Gregg spoke of information provided by Mr N Salt, in which Mr Salt had advised that the applicant had submitted a road safety audit to DfI Roads in the week prior. Alderman Gregg raised concerns with the timeframe for the installation of traffic light signalling at the junction in question. Alderman Gregg proposed that a condition be added to the approval of planning permission stating that no building work could commence until the installation of traffic lights at the

- (i) 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 (Cont'd)

junction of Old Mill Meadows and the Upper Newtownards Road was completed. Alderman Gregg continued that the original planning permission for the greater Millmount Village development site had been conditioned that traffic lights should be installed at the junction once 218 homes had been built and that there were now over 700 homes on the site. Alderman Gregg concluded that he believed this was Members opportunity to compel the applicant to deliver on these traffic lights, which should have been delivered some years ago;

- Councillor P Catney queried whether it would be appropriate to implement any further conditions on the application given the advice received from DfI Roads and PSNI, and advised he would be content to support the recommendation of Officers on the application;
- The Chair, Alderman J Tinsley requested the Head of Planning and Capital Development give an overview of Alderman M Gregg's question and Mr N Salt's reply earlier in the meeting for the benefit of Councillor N Trimble as Councillor Trimble's internet connection had been unstable during this time; and
- Alderman O Gawith advised that given Alderman M Gregg's concern was entirely on the grounds of public safety, he was content to second the proposal as outlined by Alderman Gregg.

The proposal by Alderman M Gregg, which had been seconded by Alderman O Gawith, stating that a condition be added that no building works could commence prior to the installation of traffic lights at the junction of Old Mill Meadows and the Upper Newtownards Road, was put to the committee. On a vote being taken, the proposal was agreed, the voting being 7 in favour and 2 against.

Alderman M Gregg subsequently advised that the wording of the condition be delegated to Planning Officers.

The Head of Planning and Capital Development read from the Strategic Planning Policy Statement for Northern Ireland (SPPS), in particular paragraph 5.65 under Decision-taking Principles and Practices, Planning Conditions which states:

Planning authorities have the power to attach conditions to a grant of planning permission. This can enable planning authorities to approve development proposals where it would otherwise be necessary to refuse planning permission. However, conditions should only be imposed which are:

- *necessary;*
- *relevant to planning;*
- *relevant to the development being permitted;*
- *precise;*
- *enforceable; and*
- *reasonable.*

PC 02.02.2026

55

- (i) 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 (Cont'd)

The Head of Planning and Capital Development continued that the advice of Officers was not to use a condition in this instance as the applicant had already engaged with DfI Roads on the junction improvements and that the issue was part of a separate regulatory process that is managed by DfI Roads.

The Head of Planning and Capital Development advised that the precise wording of a condition would need to be thought of in the following context:

1. the previous history of planning permission in light of this application being a modification of the original proposal;
2. that there had been ongoing engagement between the applicant and DfI Roads on the subject of the junction improvements;
3. the advice received from DfI Roads that highlighted there was no road safety issue at the junction in question; and
4. the proposed condition from Alderman Gregg stated no development should take place until the traffic lights had been installed and the Head of Planning and Capital Development queried if:
 - (a) this was necessary;
 - (b) what relevance this had to planning in light of the information already received from DfI Roads;
 - (c) the location of the proposed development was closer to an already signalised junction at the Comber Road and it was more likely traffic movements would gravitate in this direction.

The Head of Planning and Capital Development advised Members, in his professional opinion, the condition would not meet the requirements of paragraph 5.65 of the SPPS as in his opinion it could not be deemed reasonable.

The debate continued during which:

- Councillor D J Craig queried the lack of evidence of accidents at the junction in question from DfI Roads and PSNI given Alderman M Gregg's local knowledge of them. Councillor Craig advised that perhaps the Northern Ireland Ambulance Service may hold records of these, and raised concerns that a previous condition on the larger Millmount Village development as a whole for traffic lights at this junction had not been met;
- Councillor P Catney raised concerns with the addition of a condition given that no concerns of road safety had been raised by DfI Roads and advised that in his opinion, whilst public safety was paramount, consideration had to be given to the construction jobs at stake and the potential delay the condition could have on affordable housing; and
- Alderman M Gregg advised that he would be content for the wording of the condition to state that no dwellings should be occupied until the installation of traffic lights at the junction of Old Mill Meadows and the Upper Newtownards Road was complete. Alderman Gregg continued that he did not see how the condition would have an impact on the applicant unless the

PC 02.02.2026

56

- (i) 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 (Cont'd)

applicant had no intention of following through with the installation of the traffic lights.

The Chair, Alderman J Tinsley, clarified with Alderman O Gawith, as seconder of the original proposal, if he would be happy with the amended wording of the condition to state that no dwellings should be occupied until the installation of traffic lights at the junction of Old Mill Meadows and the Upper Newtownards Road was complete. Alderman Gawith indicated he was content with this.

The Head of Planning and Capital Development clarified that the Council cannot pursue enforcement against the applicant while there was ongoing engagement between the applicant and DfI Roads, despite frustration at the length of time the process has taken. The Head of Planning and Capital Development continued that despite the change in wording of the condition, the advice from Officers remained the same, and that the challenge was that Members had made a decision, and Members must be clear why the condition is necessary in relation to the application. The Head of Planning and Capital Development warned that the condition could give rise to an appeal and that while Members had made a decision, he could only advise on the wording as of a condition that was necessary for the proposed development and which met the tests for a condition as set out in the SPPS.

Alderman M Gregg stated the wording could be amended from the original condition on the wider Millmount Village development regarding the upgrade of this junction. Alderman Gregg continued to advise the wording could be “No dwellings shall be occupied until the signalisation of the revised junction at the Upper Newtownards Road (A20)/Old Mill Meadows has been constructed generally in accordance with the agreed drawing, to ensure there are satisfactory means of access in the interest of road safety and the improvement of the road network for the convenience of road users”.

“In Committee”

At this stage, it was proposed by Councillor P Catney, 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 (11.02 am).

Members were provided with legal advice in respect of the matters raised by the Head of Planning & Capital Development, which were in response to Members’ reasoning for adding a condition to the approval of the planning application.

Resumption of Normal Business

It was proposed by Alderman M Gregg, seconded by Alderman O Gawith and agreed to come out of committee and normal business was resumed (11.49 am).

PC 02.02.2026

57

- (i) 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 (Cont'd)

Alderman M Gregg advised that while in his opinion the traffic lights were necessary, on reflection a condition may not have been the best way to ensure that the junction upgrade is implemented. Alderman Gregg continued that given the junction in question was outside of the proposed area of development, an addition to the Section 76 Agreement was deemed to be a better fit. Alderman Gregg outlined his reasons for the need for the traffic lights, which were:

1. He was aware of at least three serious accidents at the junction in the past year; and
2. The applicant was already in breach of a previous condition compelling them to provide traffic lights at the junction in question once 218 dwellings at the wider Millmount Village development were occupied and there were now approximately 700 occupied.

Alderman M Gregg made a new proposal to supersede his original. The new proposal gave delegated authority to Officers, to include wording to compel the applicant to provide the traffic lights at the junction of Old Mill Meadows and the Upper Newtownards Road before any dwellings are occupied, within the Section 76 agreement.

Councillor P Catney raised concerns on the legality of the proposal to include the wording in the Section 76 agreement.

The new proposal, which had been seconded by Alderman O Gawith, was put to the committee and the proposal stood, the vote being 7 in favour and 2 abstained.

Vote

On a vote being taken, it was unanimously agreed to adopt the recommendation of the Planning Officer to approve this application with the addition of Alderman M Gregg's amendment to include wording to compel the applicant to provide the traffic lights at the junction of Old Mill Meadows and the Upper Newtownards Road before any dwellings are occupied, in the Section 76 agreement.

Adjournment of Meeting

The Chair, Alderman J Tinsley, declared the meeting adjourned at this point for a comfort break (12.01 pm).

Councillor N Trimble left the meeting from a remote location during the comfort break and would later return to the meeting in person in the Council Chamber.

Resumption of Meeting

The meeting was resumed at 12.11 pm.

PC 02.02.2026

58

- (ii) LA05/2024/0768/F - Erection of 16 dwellings (social/affordable) and associated/ancillary development to include new accesses, roadways, landscaping and other siteworks on lands adjacent to 9 Bridge Cottages, Moybrick Road, Dromara

The Principal Planning Officer (PS) presented the above application as outlined within the circulated report.

No-one was registered to speak on this application.

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

Debate

During debate:

- Alderman M Gregg advised that he was nervous about the proposed development given its close proximity to the floodplain. Alderman Gregg advised that while he would be more comfortable if the two properties closest to the floodplain were moved closer to the road by a couple of metres, overall he was in agreement of the assessment by Officers and welcomed the addition of more social housing to the area; and
- Councillor D J Craig concurred with Alderman Gregg's statement. Councillor Craig advised that due to three serious flooding incidents in the past five years in Dromara he was reluctant, however, he trusted that Officers had taken this into consideration when assessing the application.

Vote

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

Adjournment of Meeting

The Chair, Alderman 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 N Trimble arrived to the meeting in person during the lunch break.

- (iii) LA05/2023/0494/F – Conversion of and single storey extension to disused mill to a dwelling with associated site works on lands approximately 33 metres southwest of 18 Gransha Close, Comber

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

PC 02.02.2026

59

- (iii) LA05/2023/0494/F – Conversion of and single storey extension to disused mill to a dwelling with associated site works on lands approximately 33 metres southwest of 18 Gransha Close, Comber (Cont'd)

The committee received Mr J Harkness to speak in opposition of the application and a number of Members' queries were addressed. Ms K Brown was available remotely to assist Mr Harkness with Members queries.

The committee received Mr T Bell accompanied by Mr H Jess, to speak in support of the application and a number of Members' queries were addressed. Mr D Fletcher was available remotely to assist Messrs Bell and Jess with Members queries.

Planning Officers responded to questions from Members.

Debate

During the debate:

- Alderman M Gregg advised that his initial concerns regarding the floodplain, trees, and visibility splays at the entrance to the site had been alleviated. Alderman Gregg stated that he was supportive of the application but requested that close attention is paid to the application to ensure that conservation of the existing building is observed. Alderman Gregg welcomed the proposed addition of new trees on the site and advised he felt they would improve the integrity of the soil on the floodplain;
- Councillor P Catney advised that, having attended the site visit in relation to the application, he was in favour of Officers recommendation to approve planning permission. Councillor Catney continued that in his opinion, reinstating and converting derelict buildings was positive for planning in general; and
- Councillor N Trimble welcomed the changes, and the additional information provided by the applicant. Councillor Trimble advised he was content to accept the Officers recommendation to approve planning permission.

Vote

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

- (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.

PC 02.02.2026

60

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

Debate

During the debate:

- Councillor N Trimble spoke of the change in policy from CTY8 to COU8 and how the application would have been acceptable under the old policy but that the wording of the new policy created challenges. Councillor Trimble advised that the size of the gap, 46.5m, between the two buildings on either side of the proposed site, was in his opinion sufficient to accommodate two dwellings. Councillor Trimble continued that having been at the site visit in relation to this application, he felt there would be a visually linked ribbon of development and that the proposed dwelling would be in keeping with the existing neighbouring properties. Councillor Trimble concluded that whilst in the past he felt they had been heavy handed with similar applications, in this instance, with the reasons he had outlined he would be happy to vote against the recommendation of the Officers;
- Alderman M Gregg stated that he agreed with a number of Councillor N Trimble's points, however, disagreed that Planning Officers and the committee had been heavy handed with previous applications when applying policy in relation to infill dwellings. Alderman Gregg continued that while he agreed with most of the application it did not fit with policy COU8 in that the plot size was not large enough to accommodate two dwellings; and
- Alderman O Gawith advised that the policy states the gap between buildings must be sufficient for two dwellings, not the plot of land, and while it would be illogical to build two dwellings on the site it could be possible. Alderman Gawith agreed with the points raised by Councillor N Trimble and advised that as a result of these reasons, he disagreed with the recommendation of the Officers.

Vote

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

In favour: Councillor S Burns, Councillor P Catney, Councillor D J Craig, Alderman M Gregg, Councillor G Thompson and the Chair, Alderman J Tinsley (6)

Against: Alderman O Gawith, Councillor A Martin and Councillor N Trimble (3)

- (v) LA05/2025/0539/F – Retention of existing container for hairdressers at Sideburns Barber Lounge, Carryduff Business Park, Comber Road, Carryduff

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

PC 02.02.2026

61

- (v) LA05/2025/0539/F – Retention of existing container for hairdressers at Sideburns Barber Lounge, Carryduff Business Park, Comber Road, Carryduff (Cont'd)

The Committee received Mr M Hanvey accompanied by Ms R McDaid, to speak in support of the application and a number of Members' queries were addressed.

Planning Officers responded to questions from Members.

Debate

During the debate:

- Alderman M Gregg expressed a concern with the safety of the electrical supply to the building. Alderman Gregg advised that he felt the sequential test of policy TC1 had been met and that the alternative properties identified by Officers were not suitable, and loss of employment land was not applicable as the only loss was two car parking spaces on a site with ample parking spaces available. Alderman Gregg stated that for these reasons he was content to vote against the recommendation of Officers;
- Alderman O Gawith advised that he would be unable to vote in favour of the Officers recommendation given that in his opinion policies TC1 and TC3 had been complied with. Alderman Gawith continued that in his opinion policy ED7 did not apply as the site was only a couple of car parking spaces;
- Councillor P Catney stated that the proposal was modest in scale, particularly in comparison to the neighbouring warehouses and that he would vote against the recommendation of the Officers;
- Councillor N Trimble stated that he believed the reasons for refusal put forward by Officers could be challenged successfully. Councillor Trimble continued that in his opinion it would be extremely difficult to find a similar sized property in Carryduff town centre that would be suitable for the needs of the business and agreed with Alderman O Gawith's statement that policy ED7 did not apply as the site was only two car parking spaces. Councillor Trimble queried whether the structure could be considered temporary and advised that given the application was for permanent planning permission he felt he could not vote for or against the recommendation of the Officers and as a result would abstain from the vote; and
- Councillor G Thompson advised that she felt the application had met the sequential test of policy TC1 and that she would vote against the recommendation of the Officers.

The Chair, Alderman J Tinsley asked the Head of Planning and Capital Development for some clarity on Councillor N Trimble's point that it could be deemed a temporary structure but that permanent permission was being sought from the applicant, and if Members had sufficiently engaged with policy if they were to vote against the recommendation of the Officers. The Head of Planning and Capital Development advised that while policies TC1 and TC3 had been explored, policy ED7 had not been fully examined regarding land zoned for economic development/employment but that it did contain an exception for retailing and commercial leisure development which is ancillary in nature. On the point of whether or not the building could be deemed a permanent structure the

PC 02.02.2026

62

- (v) LA05/2025/0539/F – Retention of existing container for hairdressers at Sideburns Barber Lounge, Carryduff Business Park, Comber Road, Carryduff (Cont'd)

Head of Planning and Capital Development advised that Members could defer the application and request further clarity on the point. Alderman M Gregg advised that he felt the building could qualify for the exception in policy ED7 and be deemed ancillary in nature, and that should Members vote against the recommendation of Officers, a condition could be added to the planning permission stating that should any alterations to the structure be required, including removal, new permission must be sought.

Vote

On a vote being taken, it was agreed not to adopt the recommendation of the Planning Officer to refuse planning permission, the voting being:

In favour: Councillor A Martin (1)

Against: Councillor P Catney, Alderman A Gawith, Alderman M Gregg, and Councillor G Thompson (4)

Abstain: Councillor S Burns, Councillor D J Craig, Councillor N Trimble and the Chair, Alderman J Tinsley (4)

Given that the Officer recommendation to refuse planning permission had fallen, the Chair, Alderman J Tinsley, stated that a new proposal was required. It was proposed by Alderman M Gregg and seconded by Councillor P Catney that planning application LA05/2025/0539/F be approved.

The proposal by Alderman M Gregg, seconded by Councillor P Catney was put to the committee and, on a vote being taken, agreed that the application be approved, the voting being as follows:

In favour: Councillor P Catney, Alderman A Gawith, Alderman M Gregg, and Councillor G Thompson (4)

Against: Councillor S Burns, Councillor D J Craig and Councillor A Martin (3)

Abstain: Councillor N Trimble and the Chair, Alderman J Tinsley (2)

In agreeing to approve the application, the following reasons were offered:

- In respect of policy TC1 the sequential test had been met for the property, including that the Saintfield Road was just 300 metres away and was a main bus route. The alternative premises identified by Officers were not suitable and failed the sequential test of policy TC1. One of the alternative premises was beside an existing barbershop and still under ownership of Henderson Group and therefore unavailable, the other was not suitable as it was a shared building and a ground floor, accessible unit was not guaranteed;

PC 02.02.2026

63

(v) LA05/2025/0539/F – Retention of existing container for hairdressers at Sideburns Barber Lounge, Carryduff Business Park, Comber Road, Carryduff (Cont'd)

- Policy TC3 was met as it states “Beyond a designated town centre boundary proposals for town centre uses will only be granted planning permission in accordance with the sequential approach of Policy TC1 and where there would be no adverse impact on adjacent land uses.”;
- There was no impact on land zoned for employment as only two parking spaces were used for the site and the Officers report acknowledged that ample parking was available on site, therefore policy ED7 had been satisfied;
- The scale of the building was small in comparison to neighbouring units and the barbershop was largely used by employees of the neighbouring units, therefore the building could be considered ancillary in nature. This would compound compliance with policy ED7 which states “A further exception will apply to retailing and commercial leisure development which is ancillary in nature”.

It had been agreed that on approval of planning permission, authority be delegated to the Head of Planning & Capital Development to formulate the precise wording of conditions stating that any change in scale, use or purpose of the property would require further planning permission. Permission was only granted for a sole trader cutting hair, with no fresh water or wastewater connection.

Adjournment of Meeting

The Chair, Alderman J Tinsley, declared the meeting adjourned at this point to allow Members to join a pre-arranged confidential briefing remotely. Council Officers, press and members of the public left the meeting (4.01 pm).

Resumption of Meeting

The meeting was resumed at 4.30 pm.

Councillors A Martin and N Trimble did not return to the meeting after the adjournment.

(vi) LA05/2024/0638/F – Proposed replacement of 15metre high monopole with 22metre high lattice tower, 3 existing antennas to be removed and replaced, existing 1 300mm transmission dish to be relocated to new tower, proposed 1 300mm transmission dish to be fixed to headframe, proposed installation of 1 equipment cabinet and all other ancillary apparatus thereto on lands to the side of 7 Begny Hill, Dromara

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

PC 02.02.2026

64

- (vi) LA05/2024/0638/F – Proposed replacement of 15metre high monopole with 22metre high lattice tower, 3 existing antennas to be removed and replaced, existing 1 300mm transmission dish to be relocated to new tower, proposed 1 300mm transmission dish to be fixed to headframe, proposed installation of 1 equipment cabinet and all other ancillary apparatus thereto on lands to the side of 7 Begny Hill, Dromara (Cont'd)

The Committee received Alderman A McIntyre to speak in opposition to the application and a number of Members' queries were addressed.

Councillor G Thompsom, having stated that she would benefit from viewing the location of the development site, proposed that this application be deferred for a site visit. This was seconded by Alderman O Gawith and agreed on a vote being taken, the voting being 5 in favour and 2 against.

4.2 Statutory Performance Indicators – December 2025

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

4.3 Quarter 2 Statistical Bulletin – July to September 2025/26

Members were provided with information in relation to Quarter 2 planning statistics. Members agreed that the information be noted.

4.4 Appeal Decision – LA05/2020/0991/O

Members agreed that the report and decision of the Planning Appeals Commission in respect of the above appeal be noted.

- 4.5 Pre-application Notice (PAN) for proposed development of additional sport, leisure and tourism facilities at the Let's Go Hydro resort comprising a centre of excellence for padel tennis (with ancillary lounge and bar), new gym and wellbeing facility, replacement of existing marquee padel tennis building with purpose built steel frame padel tennis building, golf driving range and indoor golf simulator facilities, together with internal signage, relocation of existing glamping pods/safari lodges/house boat and associated access, parking, fencing, netting, floodlighting, landscaping and site works at Lets Go Hydro 1 Mealough Road, Belfast.

It was proposed by Alderman O Gawith, seconded by Councillor D J Craig and unanimously agreed that information on the pre-application notice be noted and that it be submitted in accordance with the relevant sections of the legislation and related guidance.

PC 02.02.2026

65

4.6 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.

4.7 NILGA Planning Learning and Engagement Programme – Request for Nominations

The Head of Planning and Capital Development outlined the request for nominations from NILGA. Councillor P Catney expressed an interest in being a nominee. It was agreed that the Member Services Officer contact the Members of the committee regarding the matter as a number of Members were not present at the meeting.

5. Any Other Business

5.1 Requirement for Special Planning Meeting – February 2026
Head of Planning and Capital Development

The Head of Planning and Capital Development advised Members that in order to process as many of applications as possible before the end of the financial year, he proposed holding a Special Meeting of the Planning Committee on the afternoon of 18th February, 2026. It was agreed that the Member Services Officer survey Members of the committee to ensure the quorum could be met before putting arrangements in place.

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 4.54 pm.

Chair/Mayor

(S)PC 18.02.2026

LISBURN & CASTLEREAGH CITY COUNCIL

Minutes of Planning Committee Meeting held in the Council Chamber and in Remote Locations on Wednesday, 18 February, 2026 at 2.03 pm

PRESENT IN CHAMBER:

- Alderman J Tinsley (Chair)
- Councillor G Thompson (Vice Chair)
- Councillors S Burns, P Catney, D J Craig and N Trimble

IN ATTENDANCE:

- Head of Planning & Capital Development
- Principal Planning Officer (PS)
- Environmental Health Officer (VE)
- Member Services Officers (FA and EW)
- Cleaver Fulton Rankin
- Ms O Kelly, Legal Advisor

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 Aldermen O Gawith and M Gregg and Councillors D Bassett, J Lavery and A Martin.

2. **Declarations of Interest**

There were no declarations of interest.

3. **Report from the Head of Planning & Capital Development**

3.1 **Schedule of Applications**

The Chair, Alderman J Tinsley, advised that there were 3 local applications on the schedule for consideration at the meeting, and 1 had since been withdrawn.

(S)PC 18.02.2026

67

3.1.1 Applications to be Determined

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

- (i) LA05/2024/0638/F – Proposed replacement of 15 metre high monopole with 22 metre high lattice tower, three existing antennas to be removed and replaced, existing 300mm transmission dish to be relocated to new tower, proposed 300mm transmission dish to be fixed to headframe, proposed installation of an equipment cabinet and all other ancillary apparatus thereto on lands to the side of 7 Begny Hill Road, Dromara

The Principal Planning Officer (PS) presented the above application as outlined within the circulated report.

The Committee received:

- Mr D Ward via a remote location in order to speak in opposition of the application; and
- Alderman A McIntyre, in order to speak in opposition of the application.

A number of Members' queries were addressed by the speakers.

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

Following questions to Officers, it was proposed by the Vice Chair, Councillor G Thompson, and seconded by Councillor D J Craig that the application be deferred, to allow for further information be obtained from the applicant in relation to the reasoning for the relocation of the new lattice tower. A vote on the proposal was taken and the result was tied with 3 voting in favour and 3 against. The Chair cast the deciding vote against the proposal and it fell.

Debate

During debate:

- Councillor P Catney advised that he felt it was very finely balanced, taking onboard the views of local residents of Woodford Green while also considering the need for improving mobile telecommunications provisions in the area as a whole. Councillor Catney referred to paragraph 25 in the Officers original report which quoted paragraph 6.243 of the Strategic Planning Policy Statement which states:

Modern telecommunications are an essential and beneficial element of everyday living for the people of and visitors to this region. It is important to continue to support investment in high quality communications infrastructure which plays a vital role in our social and economic well-being. The importance of other strategic infrastructure to the region such as transport (including air and sea ports), energy and water is also recognised by government.

(S)PC 18.02.2026

68

- (i) LA05/2024/0638/F – Proposed replacement of 15 metre high monopole with 22 metre high lattice tower, three existing antennas to be removed and replaced, existing 300mm transmission dish to be relocated to new tower, proposed 300mm transmission dish to be fixed to headframe, proposed installation of an equipment cabinet and all other ancillary apparatus thereto on lands to the side of 7 Begny Hill Road, Dromara (Cont'd)

Councillor Catney then referred to condition 2 on the Officers original report which would require the applicant to remove the existing mast within four weeks of the new mast being erected. Given this information Councillor Catney advised he would be content to accept the recommendation of the Officers;

- Councillor D J Craig agreed with Councillor Catney in that the decision was finely balanced, particularly in regard to the visual impact the new mast would have on the surrounding area. Councillor Craig advised that information given in relation to the necessity of the new mast being taller was satisfactory. Councillor Craig concluded that he felt that it was an improvement for the Dromara community as a whole, and with the information provided would be in favour of the Officers recommendation;
- Councillor N Trimble spoke of other sites that had been assessed and deemed unsuitable due to the negative visual impact the mast would have on them. Councillor Trimble advised that he felt the construction of the new mast would be unacceptable to the residents of Woodford Green and that if he was in their position, he would deem it unacceptable. Councillor Trimble advised that under permitted development rights, the applicant could extend the existing mast by 10%, and that the new mast was almost 50% larger than the existing mast so a considerable increase in size. Councillor Trimble concluded that the context of the site had changed since the erection of the initial mast as more housing had been built beside it, therefore meaning the site was no longer on the edge of development of the village, and it would have a negative visual impact on the neighbouring properties. For this reason Councillor Trimble advised he believed the application did not comply with policy TEL1 and that he was in disagreement with the Officers recommendation; and
- The Vice Chair, Councillor G Thompson, agreed with previous Members comments that the application was finely balanced. The Vice Chair continued that following her attendance at the site visit, and given the increased height and size of the proposed structure, she felt the application did not comply with policy TEL1 as it did result in unacceptable damage to visual amenity of the local area.

Vote

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

In favour: Councillor S Burns, Councillor P Catney, Councillor D J Craig, and the Chair, Alderman J Tinsley (4)

Against: The Vice Chair, Councillor G Thomspen and Councillor N Trimble (2)

(S)PC 18.02.2026

69

(ii) LA05/2024/0835/F – Retention of car storage yard on lands to the rear of 12-16 Beechfield Manor, Aghalee

The Principal Planning Officer (PS) presented the above application as outlined within the circulated report.

The committee received Mr N Mitchell via a remote location, to speak in opposition of the application and a number of Members' queries were addressed.

A number of Members' queries were responded to by Planning Officers and the Environmental Health Officer.

Debate

During debate:

- Councillor P Catney advised that he was in favour of a condition being imposed on the application to restrict the use of the site to storage of vehicles only. Councillor Catney continued that he was not in favour of retrospective planning applications as a whole, however, he felt the application complied with the relevant policies; and
- Councillor N Trimble referred to the condition on the use of the site for vehicle storage and advised he would be happy to second this proposal. Councillor Trimble continued that he felt he did not have enough evidence to vote in favour of the Officers recommendation, and that he felt the increased number of vehicles using the access to and from the lane to the Lurgan Road had not been properly assessed by Department for Infrastructure (DfI) Roads and as a result may not be compliant with policy TRA2.
- Councillor Trimble proposed to defer the application, in order to allow for evidence relating to increased traffic entering and exiting the site from the Lurgan Road, Aghalee be submitted by the objectors to the application and assessed by DfI Roads and Planning Officers.

The proposal by Councillor N Trimble, was seconded by Councillor D J Craig, was put to the committee and the proposal to defer the application for to seek further advice from DfI Roads stood, the result of the vote being 4 in favour and 2 against.

Adjournment of Meeting

Following this application, Councillor P Catney left the Council Chamber at 4.22 pm. The meeting was paused during this time to ensure the meeting was quorate throughout.

Resumption of Meeting

Councillor P Catney returned to the Council Chamber and the meeting resumed (4.25pm).

(S)PC 18.02.2026

70

4. Any Other Business

4.1 Rescheduling of March Meeting of Planning Committee
Head of Planning and Capital Development

The Head of Planning and Capital Development advised Members of the need to reschedule the March meeting of the Planning Committee to Monday 9 March, 2026, to give Officers more time to assess the applications due to be heard at the meeting. It was proposed by Councillor D J Craig, seconded by Councillor N Trimble and agreed that the date be moved from Monday 2 March, 2026 to Monday 9 March, 2026.

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 4.27 pm.

Chair/Mayor



Committee:	Council Meeting
Date:	24 March 2026
Report from:	Chief Executive

Item for:	Decision
Subject:	Requirement to enter into a Section 76 planning agreement for a planning application on lands adjacent to 9 Bridge Cottages, Moybrick Road, Dromara (LA05/2024/0768/F)

1.0	<u>Background</u> 1. Section 76 (1) of the Planning Act (Northern Ireland) 2011 (the Act) provides that any person with an estate in land may enter into an agreement with the relevant authority to: • Facilitate or restrict the development or use of land in any specified way; • Require specified operations or activities to be carried out in, on, under or over land; • Require the land to be used in a specified way; • Require a sum or sums to be paid to the planning authority or to a Northern Ireland government department on specified date/dates or periodically. <u>Key Issues</u> 1. It was resolved at a meeting of the Planning Committee on 02 February 2026 to grant planning permission for the erection of 16 dwellings (social/affordable) and associated/ancillary development to include new accesses, roadways, landscaping and other siteworks. 2. The recommendation presented was subject to the developer entering into a Section 76 planning agreement to ensure that adequate provision is made for affordable housing as an integral part of the development in accordance with Policy HOU10 of the Lisburn and Castlereagh City Council Local Development Plan. 3. The Developer Covenants with the Council at Schedule 1(4.) of the agreement to provide the sixteen residential units as Affordable Housing and that: • the residential units shall not be occupied until such times as all the units are constructed and made available for occupation as affordable housing units. 4. The wording of the covenant at Schedule 2 is consistent with the recommendation at paragraphs 144 to 148 of the planning report agreed by the Planning Committee. 5. A copy of the Agreement is attached (see Appendix) and is also to be entered into under Article 8 of the Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002 and Section 79 of the Local Government Act (Northern Ireland)
-----	---

	2014 and all other enabling powers must also accord with the Strategic Planning Policy Statement for Northern Ireland. 6. Under the Planning Act (NI) 2011 the Agreement must be sealed by the Council and 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	<u>Recommendation</u> It is recommended that the Council agrees that approval be granted to the signing and sealing of this Agreement by the Mayor and Chief Executive.	
3.0	<u>Finance and Resource Implications</u> 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	<u>Equality/Good Relations and Rural Needs Impact Assessments</u>	
4.1	Has an equality and good relations screening been carried out?	N/A
4.2	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to EQIA screening	
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	N/A
4.4	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to RNIA screening.	

Appendices:	APPENDIX 1 – Section 76 Agreement APPENDIX 2 – Site Location Plan
--------------------	---

Dated this day of 2026

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

relating to

Planning Application LA05/2024/0768/F

Land at Moybrick Road, Dromara, County Down

between

LISBURN & CASTLEREAGH CITY COUNCIL

and

W E ELLIOTT & SON LIMITED

THIS DEED is dated this day of 2026

BETWEEN

- (1) **LISBURN & CASTLEREAGH CITY COUNCIL** of Lagan Valley Island, Lisburn, BT27 4RL (**Council**); and
- (2) **W E ELLIOTT & SON LIMITED (Company Number: NI047730)** having its registered office at 50 Manse Road, Kilkeel, Newry, Co. Down, BT34 4BN, to include any successors in title and assigns, 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 plan at Annex A, and forming part of Folio DN122506 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 at its meeting of its Planning Committee on 2 February 2026 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 LA05/2024/0768/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 Obligations contained in this agreement and also pursuant to Section 76 of the Planning Act to ensure that the Owner fulfils their obligations with regard to the delivery of Affordable Housing in accordance with the requirements of policy HOU10 of the Lisburn & 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; and/or 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.

Annex A: Plan 1, the Site Location Plan.

Architect: the architect or other professional appointed to provide the Certificate of Completion.

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 higher of 3% and the Bank of England Base Rate.

Certificate of Completion: confirmation from a duly authorised Architect that the Property, or the applicable 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.

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.

Completion: the date upon which the Certificate of Completion of the Development is issued.

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.

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

Housing Selection Scheme: the Housing Selection Scheme in Northern Ireland which governs the allocation of all permanent social housing. It represents a single gateway into social housing, whether owned and managed by NIHE or any Housing Association in NI. The scheme uses common criteria to assess the housing needs of all Owners.

Intermediate Housing for Rent: housing 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: shared ownership housing provided through a Registered Housing Association (including the Co-Ownership Housing Association) which helps 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 rented 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: £1500.00 exclusive of VAT being the fee payable to the Council towards its reasonable and proper costs in monitoring compliance with this agreement, with 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 Development on the Property when built in accordance with 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 for any substation leases granted to NIE 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 when built in accordance with the Planning Permission is Occupied.

Planning Act: Planning Act (Northern Ireland) 2011.

Planning Application: the full planning application assigned planning reference LA05/2024/0768/F for the erection of 16 dwellings (social/affordable) and associated/ancillary development to include new accesses, roadways, landscaping and other siteworks.

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: the freehold property at Moybrick Road, Dromara as shown indicatively edged [red] on the plan at Annex A and registered at Land Registry with freehold title under part of Folio DN12260 County Down.

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.

Residential Unit(s): all self-contained residential dwellings in or comprised of a building or part of a building constructed at the Property as part of the Development pursuant to the Planning Permission intended for use as a separate dwelling in the occupation of one household and which shall include, without prejudice to the generality for the foregoing, an apartment, a maisonette, a semi-detached dwelling, a town house or terrace property or a detached dwelling house.

Social Rented Housing: social rented housing provided at an affordable rent by a Registered Housing Association; and offered in accordance with the Housing 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 (but subject to clause 2.4 of this agreement) 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 Parties and are enforceable against the persons entering into this agreement 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, Article 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers with the intention that (subject to clause 2.4) they bind the interests held by those persons in the Property and their respective successors in title and assigns.
- 2.4 Notwithstanding clause 2 and clause 5 this agreement shall not be enforceable against any third party tenant or against any utility provider after the transfer or lease of apparatus to it.
- 2.5 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.
- 2.6 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.
- 2.7 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 by them.

3. CONDITIONALITY

- 3.1 Except for the provisions of Clause 12 (Disputes) 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 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. 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 (SAVE FOR any tenancy agreement, 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 the First Schedule 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

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

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

(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 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 the First Schedule 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 15 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 this 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 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, determination, 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 in 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

- 14.1 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.
- 14.2 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

- 15.1 This agreement, to the extent outlined in the First Schedule restricts the use of the Property pursuant to the Planning Permission in accordance with Section 76 of the Planning Act unless otherwise agreed by amendment to this agreement in accordance with the Planning Act.
- 15.2 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 agreement 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 21 Gallows Street Dromore BT25 1BG, marked for the attention of Jonathan Corbett;

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 reasonable 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 agreement (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.

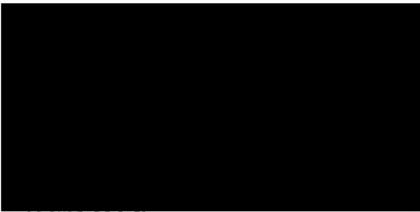
PRESENT when the **CORPORATE SEAL**

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

Lord Mayor

Chief Executive

EXECUTED as a **DEED** by
W E ELLIOTT & SON LIMITED
(acting by a director)
in the presence of:


(Director)

This Deed requires 2 Witness signatures unless the Witness is a Solicitor, in which case only one Witness is required (delete this line before signing).



Witness

Name: Jonathan S. Corbett LL.B
Solicitor / Notary Public
NELSON-SINGLETON SOLICITORS
Address: 21 Galloway St. Dromore BT25 1BG
jonathan@nelson-singleton.co.uk

Occupation:

Witness

Name:

Address:

Occupation:

First Schedule

COVENANTS TO THE COUNCIL

1. NOTIFICATION

To notify the Council of any of the following:

- 1.1 the Commencement of Development at the Property by serving a Commencement Notice at least 5 Working Days prior to Commencement of Development;
- 1.2 Completion of Development and to provide the Council with a Certificate of Completion within 10 Working Days of its issue;
- 1.3 the transfer of the Affordable Housing Residential Units to a Registered Housing Association within 10 Working Days of its occurrence; and
- 1.4 the Occupation Date of each of the Affordable Housing Residential Units at the Property within 10 Working Days of such occurrence.

2. MONITORING FEE

- 2.1 On or before the date of this agreement the Owner shall pay to the Council the Monitoring Fee for the purposes of monitoring compliance with this agreement.
- 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 being the Council's reasonable and proper legal costs (including those of counsel) 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 when developed will include 16 Affordable Housing Residential Units.
- 4.2. The Residential Units shall not be Occupied until such time as all units are constructed and made Available for Occupation as Affordable Housing.

Second Schedule

COVENANTS BY THE COUNCIL

ASSISTANCE

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

Annex A
The Site Location Plan

ACEmap® Single

Printed: 17/11/2025 Customer Ref:

Centre Point (Easting, Northing): 328576, 349644

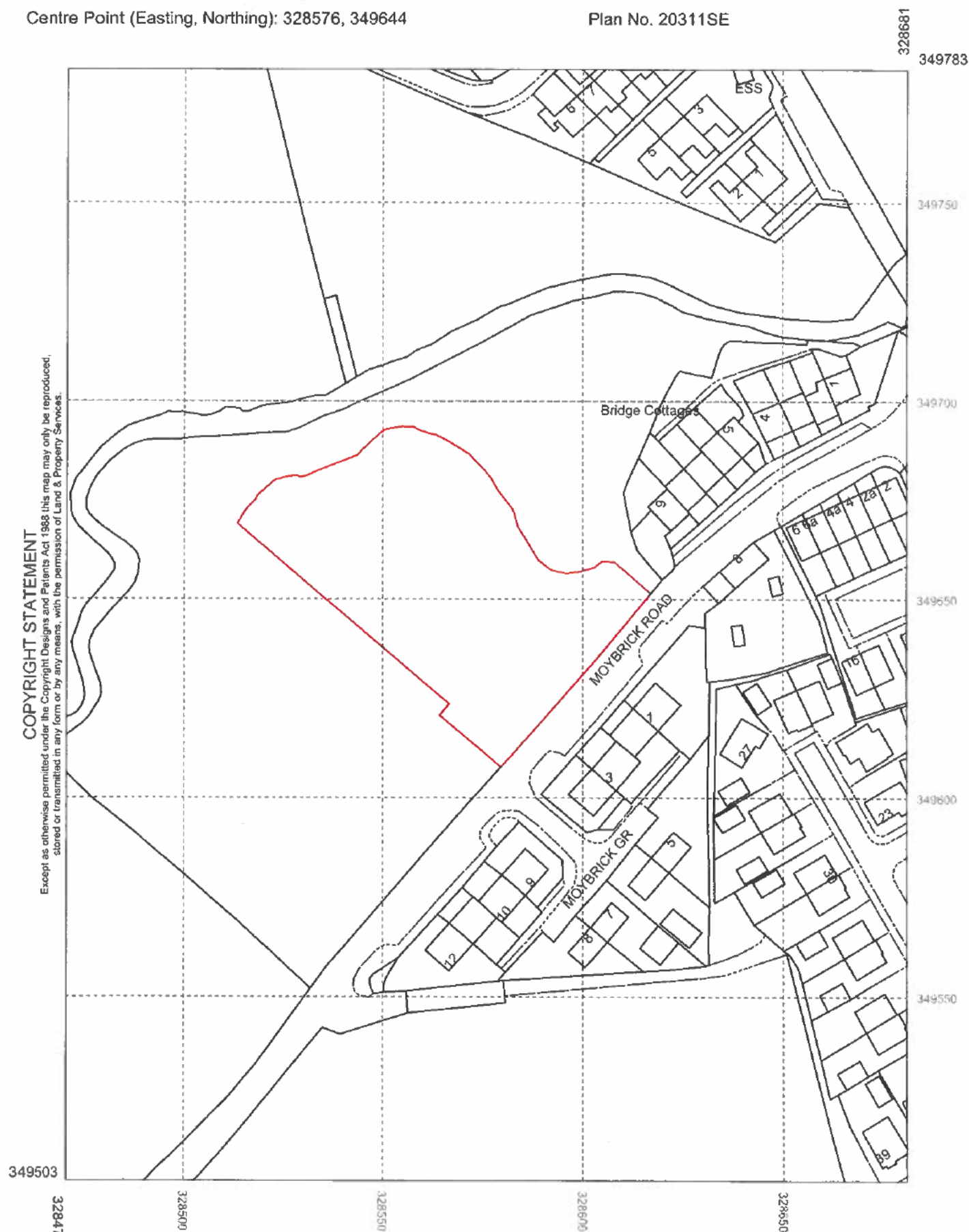
Scale: 1:1,250

Order no. ORD178653

Plan No. 20311SE

88

COPYRIGHT STATEMENT
Except as otherwise permitted under the Copyright Designs and Patents Act 1988 this map may only be reproduced, stored or transmitted in any form or by any means, with the permission of Land & Property Services.



Every care has been taken to ensure accuracy in the compilation of this map at the time of publication. Land & Property Services cannot, however, accept responsibility for errors or omissions and when such are brought to our attention, the amendment of any future publication as appropriate shall be entirely at our discretion. Ordnance Survey of Northern Ireland and AEmap® are registered Trademarks of Department of Finance and Personnel.

Licence / Permit No.

© Crown Copyright 2025

ACEmap® Single

Printed: 17/11/2025 Customer Ref:

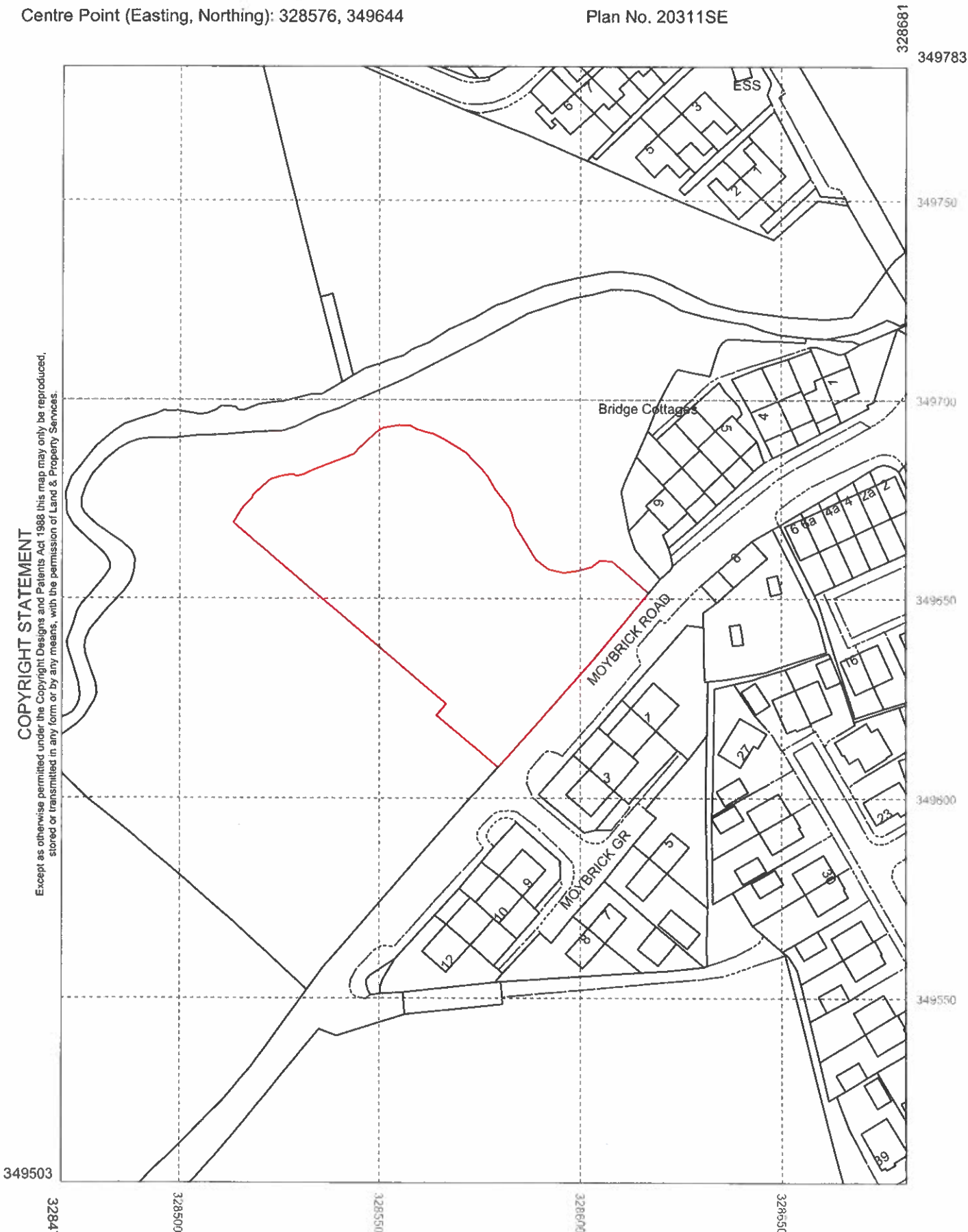
Centre Point (Easting, Northing): 328576, 349644

Scale: 1:1,250

Order no. ORD178653

Plan No. 20311SE

COPYRIGHT STATEMENT
Except as otherwise permitted under the Copyright Designs and Patents Act 1988 this map may only be reproduced, stored or transmitted in any form or by any means, with the permission of Land & Property Services.



Every care has been taken to ensure accuracy in the compilation of this map at the time of publication. Land & Property Services cannot, however, accept responsibility for errors or omissions and when such are brought to our attention, the amendment of any future publication as appropriate shall be entirely at our discretion. Ordnance Survey of Northern Ireland and ACEmap® are registered Trademarks of Department of Finance and Personnel.

Licence / Permit No.

© Crown Copyright 2025



Committee:	Council Meeting
Date:	24 March 2026
Report from:	Chief Executive

Item for:	Decision
Subject:	Requirement to enter into a Section 76 planning agreement for planning application at land to the immediate west of 39 Enterprise Crescent and the immediate east of Home Bargains, Ballinderry Road, Lisburn (LA05/2024/0923/F)

1.0	<u>Background</u> 1. Section 76 (1) of the Planning Act (Northern Ireland) 2011 (the Act) provides that any person with an estate in land may enter into an agreement with the relevant authority to: ▪ Facilitate or restrict the development or use of land in any specified way; ▪ Require specified operations or activities to be carried out in, on, under or over land; ▪ Require the land to be used in a specified way; ▪ Require a sum or sums to be paid to the planning authority or to a Northern Ireland government department on specified date/dates or periodically. <u>Key Issues</u> 1. It was resolved at a meeting of the Planning Committee on 09 March 2026 to grant planning permission for the erection of 119 dwellings and associated/ancillary development to include new accesses, roadways, open space areas and play park. 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. • The Developer Covenants with the Council at the First Schedule of the agreement to secure mixed tenure development in the interest of achieving the policy objective of balanced communities and that a minimum of 113 residential units shall be provided as affordable housing in accordance with Policy HOU10 of the Lisburn & Castlereagh Local Development Plan 2032 Plan Strategy. • Prior to the occupation of the ninetieth affordable unit the 6 private residential units shall be constructed and available for occupation.
-----	--

- 3. The wording of the covenant in the First Schedule is consistent with the recommendation at paragraphs 135 to 139 of the planning report agreed by the Planning Committee.
- 4. 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.
- 5. Under the Planning Act (NI) 2011 the Agreement must be sealed by the Council and 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 agrees 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 Agreement
APPENDIX 2 – Site Location Plan (with the location of the private housing units highlighted)

Dated the day of 2026

BETWEEN

Lisburn and Castlereagh City Council

AND

M.J. McBride Construction Ltd

PLANNING AGREEMENT PURSUANT TO SECTION 76 OF THE PLANNING ACT (NI) 2011

RELATING TO:

**Lands at Ballinderry Road, to the immediate west of No.39 Enterprise Crescent,
Lisburn and the immediate east of Home Bargains, Ballinderry Road, Lisburn County
Antrim**

THIS DEED is made on the day of 2026

BETWEEN:

Lisburn and Castlereagh City Council of Lagan Valley Island, 1 The Island, Lisburn, BT27 4RL ("the Council"); and

M.J. McBride Construction Ltd incorporated and registered in Northern Ireland with company number NI066620 whose registered office is at 29 Strawmore Road, Draperstown, Magherafelt, County Londonderry, Northern Ireland, BT45 7JE ("the Applicant").

WHEREAS:

- A. The Council is the planning authority for the purposes of the Planning Act (Northern Ireland) 2011 ("the Act") for the area in which the Application Site is situated as edged in red in the map at Annex 1.
- B. The Applicant has submitted the Planning Application for Planning Permission and is proposing to develop the Application Site.
- C. The Council must determine Planning Applications for residential housing based on the requirements of the planning policy set out in policies HOU1, HOU3, HOU4 and HOU10 and as such the Affordable Units have been designated for use as Affordable Housing.
- D. The Applicant is the owner of the Application Site.
- E. The Planning Application submitted by the Applicant will be subject to conditions which the Council may impose as well as this Agreement pursuant to Section 76 of the Act.
- F. The planning obligations insofar as they relate to Section 76 of the Act on behalf of the Council and the Applicant in this Agreement are binding upon the Application Site.

NOW THIS DEED is made in pursuance of Section 76 of the Act, and the covenants are covenants to which that Article applies.

WITNESSES AS FOLLOWS:

DEFINITIONS

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

Affordable Housing: means housing that is provided outside of the general market for those whose needs are not met by the market. Affordable Housing which is funded by the Government must remain affordable or alternatively there must be

provision for the public subsidy to be repaid or recycled in the provision of new affordable housing and includes any of:

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

Affordable Units: means the 113 Properties to be constructed for Affordable Housing, the proposed location of which is shown outlined in red on the Plan at Annex 1.

Application Site – lands at Ballinderry Road, to the immediate west of No 39 Enterprise Crescent, Lisburn, and the immediate east of Home Bargains, Ballinderry Road, Lisburn as outlined in red in the map at Annex 1 and comprised in Folio: 1737 County Antrim;

Available for Occupation – means together the following:

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

Certificate of Practical Completion - confirmation from a duly authorised architect that the developed Properties, or any part thereof, is capable of being used for the purpose for which Planning Permission was granted;

Commencement Notice - a notice in writing to be served upon the Council by the Applicant notifying it of the Applicant's intention to carry out Commencement of Development, a copy of which is annexed to this Agreement at Annex 2. 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 Deed pursuant to which it is being given;

Commencement of Development - shall have the meaning given in Section 63 (2) of the Act save that for the purposes of this Deed none of the following operations shall constitute commencement:

- (1) Any archaeological or site investigations;
- (2) Ground investigations;
- (3) Works of excavation;
- (4) Demolition;
- (5) Site clearance;
- (6) Diversion of services and installation of services for construction purposes only;
- (7) Site or soil investigations;
- (8) Remedial action in respect of any contamination;
- (9) Interim landscaping works;
- (10) Provision of construction access;
- (11) Erection of any fences and hoardings around the Application Site; and
- (12) Noise attenuation works for the erection of hoardings and fences.

Completion - the completion of the Development of the Application Site, or as the case may be, any part of the Application Site as evidenced by a Certificate of Practical Completion provided by the Applicant if reasonably requested by the Council and the issue of building control completion certificates relating to the Application Site, or as the case may be, any part of the Application Site and a copy being provided by the Applicant of their architect's Certificate of Practical Completion;

Development – proposed residential development comprising 119 mixed tenure of private and social/affordable dwellings and associated/ancillary development to include new accesses, roadways, open spaces and play park and all associated site works in accordance with the Planning Permission or as varied by any reasonable requirements of the Planning Committee;

Interest - interest at 2% above the base lending rate of the Bank of England from time to time;

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 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;

Occupation – means with respect to the Properties to beneficially occupy as permitted by the Planning Permission once construction has been completed but not including occupation by persons engaged in construction fitting out or decoration or occupation as a showhouse or sales office for advertising, marketing or display purposes or occupation in relation to site security or management of the Application Site. "**Occupy**", "**Occupied**" and "**Occupier**" shall be construed accordingly.

Occupation Date – the first date upon which any part of the Application Site or Property is Occupied.

Parties - the Applicant, the Council;

Planning Agreement – means an agreement under section 76 of the Act;

Planning Application - a planning application for planning permission on the Application Site for erection of 119 dwellings (mixed tenure of private and social) and associated/ancillary development to include new accesses, roadways, open space areas and play park (Amended Scheme) comprised in planning reference LA05/2024/0923/F;

Planning Permission - the Planning Permission to be granted by the Council pursuant to the Planning Application;

Properties – means the individual Residential Units comprising 57nr. general needs houses, 5nr. wheelchair/complex needs houses, 49nr. social apartments, and 8nr. wheelchair/complex needs apartments to be built in accordance with the Planning Application approved by the Planning Committee on 09 March 2026 and any subsequent approvals (if applicable). Property shall be construed accordingly;

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.

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.

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, Sunday, bank holiday, or public holiday in Northern Ireland.

INTERPRETATION

1. Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations, authorities, firms or other such bodies including incorporated sporting clubs and associations and all such words shall be construed interchangeable in that manner.

4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally and against each individually unless there is an express provision otherwise.
5. Any reference to an Act of Parliament or Order in Council shall include any modification, extension or re-enactment of that Act or order for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or Order or deriving validity from it.
6. References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.
7. Words denoting any obligation on any party to do any act, matter or thing include an obligation to procure that it be done and words placing any party under a restriction include an obligation not to permit or allow infringement of the restriction.

LEGAL BASIS

8. The Deed is made pursuant to Section 76 of the Act and is a Planning Agreement for the purposes of that section.
9. Insofar as any of the covenants contained in this Deed are not planning conditions within the meaning of the Act they are entered into freely by the Applicant and by the Council pursuant to Article 8 of The Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002, Article 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers.
10. The Council is the local authority by which the covenants, restrictions and requirements imposed upon the Applicant under this Deed are enforceable or any successor.
11. The Parties agree that nothing in this Deed constitutes a Planning Permission or an obligation by the Council to grant Planning Permission and further agree that nothing in this Deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.
12. The Parties agree this Deed is enforceable against the persons entering into the Deed and against any person deriving title from that person.

CONDITIONALITY

13. Except for the provisions of Clause 35 (Jurisdiction) and 36 (Delivery), which shall come into effect immediately upon the execution of this Deed, all obligations contained within this Deed shall come into effect once full Planning Permission for the Development has been granted in full for the Application Site.

14. This will bind every part of the Application Site as detailed in the Planning Permission or as later varied by any future planning application approved by the Council or as agreed with consent from the Council or as discharged or modified under Section 77 of the Act.

15. These obligations continue unless discharged or modified under Section 77 of the Act.

THE COVENANTS

16. The Applicant covenants with The Council:

- (1) to observe and perform the obligations set out in the First Schedule on behalf of itself and its successors in title and all persons claiming under or through him or them and so as to bind each and every part of the Application Site.
- (2) not to commence Development before the service of the Commencement Notice.

17. The Council covenants with the Applicant:

- (1) to observe and perform the obligations set out in the Second Schedule on behalf of itself and its successors in function.

COUNCIL'S COSTS

18. The Applicant shall pay to the Council on or before the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the negotiation, completion and registration of this deed.
19. The Applicant shall pay to the Council on or before the date of this deed a fee of £1,500 exclusive of VAT as a contribution towards the Council's costs of monitoring the implementation of this Deed.

MISCELLANEOUS

20. This Deed is registrable as a statutory charge in accordance with Section 76 and Section 245 of the Act and shall be registered as a charge on the land by the Council who will register this within a reasonable period following the execution of this Deed.
21. Where the agreement, approval, consent or expression of satisfaction is required by the Applicant from the Council under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.
22. Any notice or other communication to be given under this Deed must be in writing and must be delivered by hand or sent by pre-paid first-class post or other next Working Day delivery service.
23. Any notice or other communication to be given under this Deed must be sent to the relevant party as follows and in accordance with the provisions of Clause 22:
 - (1) to the Council at the Council's Civic Headquarters, Lagan Valley Island, 1 The Island, Lisburn, BT27 4RL marked for the attention of the Head of Service for Planning & Capital Development;
 - (2) to the Applicant at 29 Strawmore Road, Draperstown, Magherafelt, County Londonderry, BT45 7JE marked for the attention of Michael McBride or as otherwise specified by the relevant party by notice in writing to each other party.
24. Any notice or other communication given in accordance with this Deed will be deemed to have been received:
 - (1) 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.
 - (2) 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.

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.

25. On the written request of the Applicant 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 the Council will within 14 working days issue a written confirmation of such performance or discharge under Section 77 of the Act.
26. On the written request of the Applicant 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 of (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 Applicant lodge the appropriate application to cancel all entries made in the statutory charges register in respect of this Deed and furnish a copy of the application and the discharge to the Applicant or their successors or assigns and to their nominated solicitors.
27. The obligations in this Deed shall cease to have effect (insofar only as it has not already been complied with) before Commencement of Development if the Planning Permission:-
 - (1) is quashed following a successful legal challenge (including on foot of an application for judicial review pursuant to Order 53 of The Rules of the Court of Judicature (NI) 1980);
 - (2) is revoked or otherwise withdrawn or is modified by any statutory procedure other than at the request of the Applicant;
 - (3) expires prior to the Commencement of Development.
28. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Application Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
29. Nothing contained in this Deed shall prejudice the discharge by the Council of their powers, duties or functions as may be conferred by statute or common law.
30. Unless otherwise specified no provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

NO FETTER OF DISCRETION

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

WAIVER

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

FUTURE PERMISSIONS

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

INTEREST

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

OWNERSHIP

36. The Applicant warrants that no person other than the Applicant has any legal or equitable interest in the Application Site.

JURISDICTION

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

DISPUTES

38. 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.

DELIVERY

39. 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.

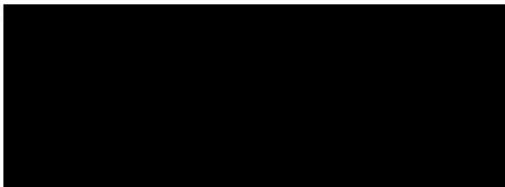
VALIDITY

40. If any clause in this Deed 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 the Deed.

IN WITNESS whereof the parties have executed this agreement as a Deed under seal as hereinafter appears the day and year first herein written.

PRESENT when the CORPORATE SEAL)
of the Council was affixed hereto)
in the presence of : -)
)
)
_____)
Mayor)
)
)
_____)
Chief Executive)
)

Executed as a Deedby
M.J. McBride Construction Ltd acting by
Michael McBride, Director
In the presence of:-)



.....)
Witness Name (Solicitor))
.....)
Witness signature)
ALISON REID)
..... SOLICITOR.....)
GATELEY LEGAL)
4-10 DONEGALL SQUARE EAST)
WITNESSES BT1 5HD)

Director

FIRST SCHEDULE

Covenants by the Applicant

The Applicant hereby covenants with the Council as follows:

AFFORDABLE HOUSING

- (1) To develop the Application Site in accordance with the provisions of the Planning Permission and as detailed in this Agreement, and in accordance with Covenants (2) and (3) below.
- (2) A minimum of 113 Residential Units shall be provided as Affordable Housing in accordance with Policy HOU10 of the Lisburn & Castlereagh City Council Local Development Plan 2032 Plan Strategy.
- (3) Prior to the Occupation of the 90th Affordable Unit permitted by the Planning Permission, the 6 private Residential Units shall be constructed and made Available for Occupation.
- (4) Upon Completion as evidenced by the issue of the Certificate of Practical Completion, the Applicant will make the Affordable Units Available for Occupation as Affordable Housing.

NOTIFICATION

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

- (1) To give the Council written notice within 14 working days of any change in ownership of any of its interests in the Application Site or the Properties (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 (if a company or usual address if not), together with details of the date and nature and extent of the interest disposed of;
- (2) The Commencement of Development at the Site by serving a written notice at least 7 Working Days prior to the Commencement of Development.
- (3) The Completion of Development and to provide the Council with a Certificate of Practical Completion in respect of the Affordable Housing at the Site within 10 Working Days of its issue.
- (4) The Occupation Date of each of the Affordable Housing Residential Units at the Site within 10 Working Days of its occurrence along with evidence demonstrating that each of the Affordable Housing Residential Unit has been provided as Affordable Housing.

SECOND SCHEDULE

Covenants by the Council

The Council hereby covenants with the Applicant and as follows:

- (1) The Council agrees to consider and determine any matters arising out of this Deed as soon as reasonably practicable.
- (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 1

Map - Application Site

ACEmap® *Single*
Printed: 10/04/2024
Customer Ref: Centre Point (Easting, Nothing): 324215, 364461

Scale: 1:2,500
Order no. ORD151809
Plan No. 16505SE2



Licence / Permit No.

© Crown Copyright 2024

REVISION HISTORY			DATE
REV	DESCRIPTION		

2762		MJ McBrides Construction Ltd.		Composite Site Plan		RPP		Belfast 155-157 Donegall Pass Belfast BT7 1DT Tel: 028 9624 8777		L'ERRY 18 CLARENDON ST LOFTUS Belfast BT1 1QZ Tel: 028 7138 2282		SHEET 002		SHEET 003		SHEET 004	
2762		MJ McBrides Construction Ltd.		Composite Site Plan		RPP		Belfast 155-157 Donegall Pass Belfast BT7 1DT Tel: 028 9624 8777		L'ERRY 18 CLARENDON ST LOFTUS Belfast BT1 1QZ Tel: 028 7138 2282		SHEET 002		SHEET 003		SHEET 004	
2762		MJ McBrides Construction Ltd.		Composite Site Plan		RPP		Belfast 155-157 Donegall Pass Belfast BT7 1DT Tel: 028 9624 8777		L'ERRY 18 CLARENDON ST LOFTUS Belfast BT1 1QZ Tel: 028 7138 2282		SHEET 002		SHEET 003		SHEET 004	

**Annex 2
Commencement Notice**

TO:

Head of Service for Planning & Capital Development
Lisburn and Castlereagh City Council
Lagan Valley Island,
1 The Island,
Lisburn,
BT27 4RL

The Agreement: the section 76 Agreement dated _____ 2026 and made between LISBURN AND CASTLEREAGH CITY COUNCIL and M.J. McBride Construction Ltd.

AND WHEREAS this is a Commencement Notice pursuant to the above-mentioned section 76 Agreement confirming the Applicant's intention to commence works at the Commencement of the Development.

The Commencement of the Development is expected to take place on _____ and this Commencement Notice is served pursuant to clause 16 of the above noted section 76 Agreement pursuant to planning permission LA05/2024/0923/F .

Signed by _____
For and on behalf
of M.J. McBride Construction Ltd

REVISION HISTORY

REVISION HISTORY			DATE
REV	DESCRIPTION		

PLANNING

ACEmap®

Printed: 10/04/2024 Customer Ref: Centre Point (Easing, Nothing): 324215 364461

Scale: 1:2,500
Order no. ORD151809
Plan No. 16505SE2

© Crown Copyright 2024

Licence / Permit No.

SOCIAL JAMIL	AREA	NO.	M ²
 House Type A1 & 2 30% On House 30% On Road	18m ²	22	11% On Road
 House Type A2 30% On House 30% On Road	18m ²	3	30% On Road
 House Type A3 30% On House 30% On Road	14m ²	4	
 House Type B 30% On House 30% On Road	18m ²	25	30% On Road
 House Type C1 30% On House 30% On Road	15m ²	1	30% On Road
 House Type C2 30% On House 30% On Road	15m ²	3	
 House Type D 30% On House 30% On Road	12m ²	4	30% On Road
 House Type E 30% On House 30% On Road	20m ²	5	30% On Road
 House Type A1 30% On House 30% On Road	55m ²	3	12% On Road
 House Type A2 30% On House 30% On Road	12m ²	12	
 House Type B 30% On House 30% On Road	12m ²	2	30% On Road
 House Type C1 30% On House 30% On Road	12m ²	22	30% On Road
 House Type C2 30% On House 30% On Road	12m ²	12	
 House Type D 30% On House 30% On Road	12m ²	6	30% On Road
OVERALL TOTAL		119	

DRAWING		DATE		BY		REV	
PROJECT		SHEET NO.		SHEET TOTAL		TOTAL SHEETS	
2762		A3		1:2500		A3 PMG	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	
PROJECT		2762		RPP		ZZ ZZ	

Committee:	Council Meeting
Date:	24 March 2026
Report from:	Chief Executive

Item for:	Decision
Subject:	Requirement to enter into a Section 76 planning agreement for a planning application on lands 70 Belfast Road, Lisburn (LA05/2025/0384/F)

1.0 **Background**

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

Key Issues

- It was resolved at a meeting of the Planning Committee on 09 March 2026 to grant planning permission for a proposed development of 75 residential units comprising 26 apartments, 48 semi-detached dwellings and 1 detached bungalow, including new access and right hand turn lane, car parking, landscaping, open space and all associated site works.
- The recommendation presented was subject to the developer entering into a Section 76 planning agreement to ensure that adequate provision is made for affordable housing as an integral part of the development in accordance with Policy HOU10 of the Lisburn and Castlereagh City Council Local Development Plan.
- The Developer Covenants with the Council at Schedule 1(2.) of the agreement to secure mixed tenure development in the interest of achieving the policy objective of balanced communities and that:
 - The developer shall construct not less than 60 units as social housing residential units and which shall be managed by a Registered Housing Association.
 - No more than 40 of the social housing residential units shall be occupied until the 15 private residential units are constructed and available for occupation.

	4. The wording of the covenant at Schedule 1(2.) is consistent with the recommendation at paragraphs 136 to 140 of the planning report agreed by the Planning Committee. 5. A copy of the Agreement is attached (see Appendix) and is also to be entered into under Article 8 of the Local Government (Miscellaneous Provisions) (Northern Ireland) Order 2002 and Section 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers must also accord with the Strategic Planning Policy Statement for Northern Ireland. 6. Under the Planning Act (NI) 2011 the Agreement must be sealed by the Council and 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	<u>Recommendation</u> It is recommended that the Council agrees that approval be granted to the signing and sealing of this Agreement by the Mayor and Chief Executive.	
3.0	<u>Finance and Resource Implications</u> 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	<u>Equality/Good Relations and Rural Needs Impact Assessments</u>	
4.1	Has an equality and good relations screening been carried out?	N/A
4.2	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to EQIA screening	
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	N/A
4.4	This a legal agreement necessary for a planning decision. The policies that informed the decision have been subject to RNIA screening.	

Appendices:	APPENDIX 1 – Section 76 Agreement APPENDIX 2 – Site Location Plan (with the location of the private housing units annotated)
--------------------	--

Dated this day of 2026

LISBURN AND CASTLEREAGH CITY COUNCIL (1)

and

GOSFORD DEVELOPMENTS LIMITED (2)

**PLANNING AGREEMENT UNDER SECTION 76 OF THE PLANNING ACT
(NORTHERN IRELAND) 2011 RELATING TO PLANNING APPLICATION LA05/2025/0384/F LANDS
AT 70 BELFAST ROAD, LISBURN**

THIS DEED is made on the _____ day of _____ 2026

- (1) **LISBURN AND CASTLEREAGH CITY COUNCIL** of Lagan Valley Island, Lisburn, County Antrim, BT27 4RL ("the **COUNCIL**")
- (2) **GOSFORD DEVELOPMENTS LIMITED (Company Number: NI623885)** of The Factory, 184 Newry Road, Banbridge, County Down, BT32 3NB, Company Registration No NI623885 ("The **DEVELOPER**")

BACKGROUND

- (A)** The Council is the local planning authority for the purposes of the Planning Act (Northern Ireland) 2011 for the area in which the Site is situated.
- (B)** The Developer is the registered owner of the lands comprising the Site, having acquired same by virtue of a Transfer of Whole dated 19th November 2024 between (1) Charles Hurst Limited and (2) the Developer, the registration of which is pending at the Land Registry with the application reference number 2024/1018196.
- (C)** The Developer has made the Planning Application and is proposing to carry out the Development upon the Site 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 on 9 March 2026 to grant the Proposed Planning Permission in accordance with Planning Application LA05/2025/0384/F for the Development subject to conditions and subject to the execution of this Planning Agreement prior to the issuance of the Proposed Planning Permission. Delegated authority was provided to planning officials to finalise 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 Obligations contained in this agreement and also pursuant to Section 76 of the Planning Act to ensure that the Owner fulfils their obligations with regard to the delivery of Affordable Housing in accordance with the requirements of policy HOU10 of the Lisburn & 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 Site.

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: - available for Occupation; and - the issuance of a Building Regulations Completion Certificate pursuant to the Building Regulations (Northern Ireland) 2012 (as amended).
"Base Rate"	The higher of 3% and the base rate from time to time of the Bank of England
"Certificate of Completion"	Confirmation from a duly authorised architect that the Site, 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 in relation to the Development of any material operation 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 Site; 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.

"Commencement Date"	The date Commencement of Development occurs.
"Completion of Development"	The date of substantial completion of the Development as certified by the Certificate of Completion
"Default Interest Rate"	2% per annum above the Base Rate.
"Development"	The development of the Site authorised by the Proposed Planning Permission and shown for indicative purposes on the Plan at Annex A.
"Local Plan"	Lisburn and Castlereagh City Local Development Plan 2032 adopted in September 2023
"Monitoring Fee"	The fee payable to the Council towards its reasonable and proper costs in monitoring compliance with this Agreement, with 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.
"Occupation"	The physical use of the Development on the Site when built in accordance with 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 for any substation leases granted to NIE or occupation in relation to security operations; and **“Occupied”** shall be construed accordingly

“Occupation Date”

The first date upon which any part of the Site when built in accordance with the Planning Permission is Occupied

“Plan 1”

The plan contained at **ANNEX A**

“Planning Act”

The Planning Act (Northern Ireland) 2011

“Planning Application”

The application for full planning permission submitted to the Council on 6th January 2025 for the proposed residential development of 75 no. dwellings (comprising apartments, semi-detached dwellings and bungalow), and all other associated site and access works assigned planning reference no. LA05/2025/0384/F

“Proposed 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.

“Registered Housing Association”

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

“Residential Unit(s)”

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

“Site”

The land shown edged red on Plan 1 being comprised within Folios AN 174422L, AN 218123L and AN 218124 all County Down of the Land Registry of Northern Ireland.

“Social Housing”

Means social rented housing provided at an affordable rent by a Registered Housing Association; and offered in accordance with the Housing 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 unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, works in the singular shall include the plural and in the plural shall include the singular.

- 1.6 Unless the contest otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions and this agreement shall so bind any such person or persons.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail..
- 1.11 A reference to **this 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 or novated (in each case, other than in breach of the provision 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 this agreement with the intention that they bind the interests held by those persons in the Site 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, Article 79 of the Local Government Act (Northern Ireland) 2014 and all other enabling powers with the intention that (subject to clause 2.4) they bind the interests held by those persons in the Site and their respective successors in title 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 Site in respect of which such breach occurs or hold such an interest at the date of the breach provided that the person shall remain liable for any antecedent breach by them.

3. CONDITIONALITY

- 3.1 Except for the provisions of Clause 14 (Disputes) and 24 (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 Site and every part of the Site upon the date of issue of the Proposed 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 Proposed Planning Permission.
- 3.3 These obligations continue unless discharged or modified under Section 77 of the Planning Act.
- 3.4 All obligations contained within this Agreement shall come into effect and bind the Site from the date of Commencement of Development.

4. OWNERSHIP

The Owner warrants that no person other than the Owner has any legal or equitable interest in the Site. 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 Site (SAVE FOR any tenancy agreement, entered into in respect of all or any part of the Site):

- (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. THE DEVELOPER'S COVENANTS

- 5.1 The Developer 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 Site.

6. THE COUNCIL'S COVENANTS

- 6.1 The Council hereby covenants on completion of this Deed to issue the decision notice granting the Planning Permission as soon as is reasonably practicable.
- 6.2 Once the decision is granted the Council also covenants to discharge any planning conditions which have been complied with by the Developer as soon as reasonably practicable upon receiving notice of same from the Developer.

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 Site to which the breach relates, 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

- 8.1 The obligations in this Agreement shall cease to have effect if before the Commencement of Development, the Proposed Planning Permission:
 - 8.1.1 expires;
 - 8.1.2 is varied or revoked other than at the request of the Council; or
 - 8.1.3 is quashed following a successful legal challenge (including on foot of an application for judicial review pursuant to Order 53 of The Rules of the Court of Judicature (NI) 1980).

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 in the Statutory Charges Register.

10. MONITORING FEE

- 10.1 On or before the date of this Agreement the Owner shall pay to the Council the Monitoring Fee for the purposes of monitoring compliance with this agreement.
- 10.2 Commencement of Development shall not occur until the Monitoring Fee has been paid.

11. COUNCIL'S COSTS

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

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. CANCELLATION OF ENTRIES

- 13.1 On the written request of the Developer or its successors in title at any time after each or all of the obligations contained in the First Schedule 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 Developer 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 this application to the Developer's solicitors.
- 13.2 On the application of the Developer 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 cancel any entry on the Statutory Charges Register in respect of this agreement, as soon as reasonably practicable thereafter.

14. DISPUTES

Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with the Agreement 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 Agreement.

15. 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 relating to its determination of any Planning Application lodged in the future relating to the Site. For the avoidance of doubt, in the event of any conflict between this clause and clause 12, this clause shall take precedence.

16. WAIVER

- 16.1 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.
- 16.2 No waiver (whether express or implied) by the Council of any breach of default by the Developer 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 Developer.

17. FUTURE PERMISSIONS

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with the planning permission (other than the Proposed Planning Permission or

modification, variation or amendment thereof including any full planning application for change of house type within the Development) granted after the date of the Proposed Planning Permission.

18. AGREEMENTS AND DECLARATION

The parties agree that:

- (a) nothing in this Agreement (including the covenants contained within Schedule 1 to 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 agreement and any conditions attached to the Planning Permission the latter shall take precedence.

19. NOTICES

- 19.1 Any notice or other communication to be given under this Agreement must be in writing and must be:
 - 19.1.1 delivered by hand; or
 - 19.1.2 sent by pre-paid first class post or other next working day delivery service.
- 19.2 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 17.1:-
 - 19.2.1 to the Council at Lagan Valley Island, Lisburn, County Antrim, BT27 4RL; and
 - 19.2.2 to Developer at the address shown in this agreement, marked for the attention of Christina Crummy
- 19.3 Any notice or other communication given in accordance with this Agreement will be deemed to have been received:
 - 19.3.1 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 9.00am on a Working Day, the notice will be deemed to have been received at 9.00am on that day, and if delivery occurs after 5.00pm, on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00am on the next Working Day.
 - 19.3.2 If sent by pre-paid first class post or other next Working Day service, at 9:00am, on the second Working Day after posting.

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

20. THIRD PARTY RIGHTS

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

21. INDEMNITY

The Developer shall indemnify the Council for any expenses and/or liability arising to them in respect of breach by the Developer of any of the obligations of this Agreement provided always that the Council shall not settle or compromise any claim or liability in respect of which it would be entitled to recover from the Developer under this clause without the consent of the Developer, such consent not to be unreasonably withheld or delayed.

22. 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.

23. GOVERNING LAW

This Agreement and any other 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. DELIVERY

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

25. 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.

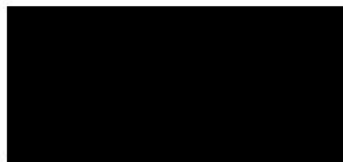
PRESENT when the **CORPORATE SEAL**

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

Lord Mayor

Chief Executive

Executed as a Deed by
GOSFORD DEVELOPMENTS LIMITED
acting by a Director in the
Presence of:-



Director



SIGNATURE OF WITNESS

NAME

ADDRESS

OCCUPATION

804C17028
Belfast 57

SCHEDULE 1

COVENANTS TO THE COUNCIL

The Developer covenant with the Council to carry out the Development in accordance with obligations set out below:

1. NOTIFICATION

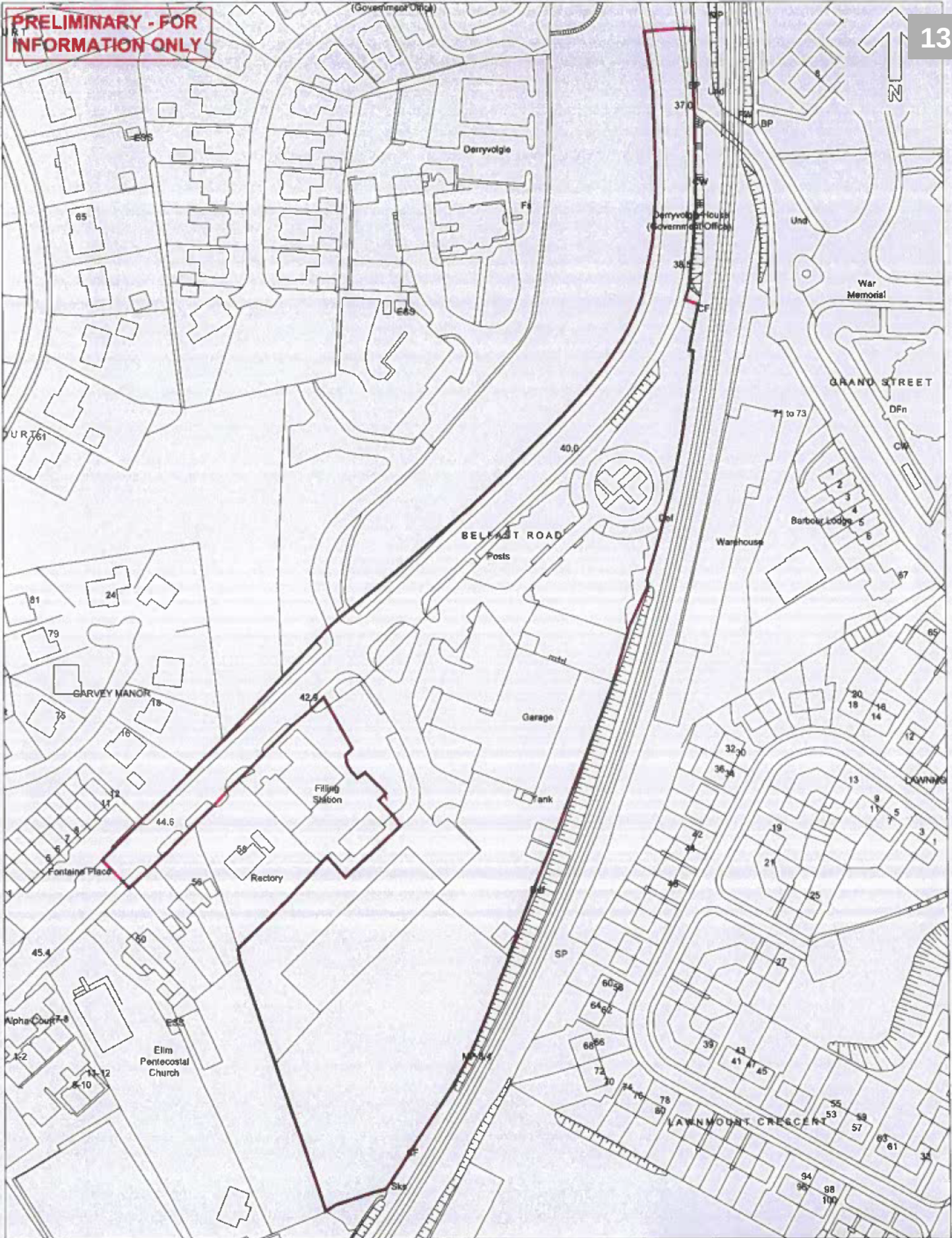
To notify the Council of any of the following:

- 1.1 The Commencement of Development at the Site by serving a Commencement Notice at least 5 Working Days prior to Commencement of Development;
- 1.2 Any change or disposal of the Owner's interest or ownership in the Site (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 within 10 Working Days of its occurrence; and
- 1.5 Within 10 working days of 40th Affordable Housing Residential Unit being Available for Occupation.

2. AFFORDABLE HOUSING

- 2.1 The Developer shall construct not less than 60 units as Social Housing Residential Units and which shall be managed by a Registered Housing Association.
- 2.2 No more than 40 of the Social Housing Residential Units shall be occupied until the 15 private Residential Units are constructed and Available for Occupation.

Annex A
Site Location Plan



PRELIMINARY - FOR
INFORMATION ONLY

133

Rev			Description	Date	Drawing		
Client: LOTUS HOMES					LOCATION PLAN		
Project Name and Address: NEW RESIDENTIAL DEVELOPMENT ON FORMER GARAGE SITE, 70 BELFAST ROAD, LISBURN					Project Reference 24.1269	Dwg No. 001	Rev. -
Scale 1:1250 / A3	Drawn AL	Checked MC	Date 18.DEC'24	This document has been prepared in accordance with the scope of Collins Rolston's appointment with its client and is subject to the terms of that appointment. Collins Rolston accepts no liability for any use of this document other than by its client and only for the purposes for which it was prepared and provided. Only original dimensions will be used. © Collins Rolston Architects.			
					COLLINS_ROLSTON CREATIVES ARCHITECTS PROJECT MANAGERS		
					8th Floor, Causeway Tower, 9-11 James Street South, Belfast. BT2 8DN T: +44 (0)28 9044 9814 E: info@rolstonarchitects.com www.collinsrolston.com		



J	Road layout amended following consultation with DfI.	19 FEB 25 / AL
I	Key Amended to identify Private and Social Housing.	17 FEB 25 / AL
H	Apartment profile amended.	05 FEB 25 / SS
G	DPG Comments received.	16 DEC 25 / AC
F	Note added: 1 parking space per house capable of enlargement. Path widths added.	26 NOV 25 / CMC
E	Road layout at 25-29 amended.	27 AUG 25 / SM
D	Road Layout & Boundary Types Amended.	11 AUG 25 / SM
C	Boundary Types & Proposed Levels Amended.	21 MAY 25 / CY
B	Boundary Types Amended.	16 MAY 25 / CY
A	Apartment & House Types Amended.	02 MAY 25 / AL
Rev	Description	Drawn by

This document has been prepared in accordance with the scope of Collins Rolston's agreement with its client and is subject to the terms of that agreement. Collins Rolston accepts no liability for any use of this document other than by its client and only for the purposes for which it was prepared and provided. Only written dimensions will be used. © Collins Rolston Architects.

Project Name and Address	
NEW RESIDENTIAL DEVELOPMENT ON FORMER GARAGE SITE, 70 BELFAST ROAD, LISBURN, BT27 4AU.	
Client	
LOTUS HOMES	
Scale	1:500 / A1
Drawn	AL
Checked	MC
Date	28.APR'25

Drawing	
PROPOSED SITE PLAN	
Project Reference	24.1269
Dwg No.	SK-004
Rev.	J

COLLINS_ROLSTON	
CHARTERED ARCHITECTS PROJECT MANAGERS	
8th Floor, Causeway Tower, 9-11 James Street South, Belfast, BT2 8DN	
T: +44 (0)28 9044 9814 E: info@rolstonarchitects.com	
www.collinsrolston.com	

Alliance

NOTICE OF MOTION

RIISING COST OF HOME HEATING OIL IN NORTHERN IRELAND

Lisburn and Castlereagh City Council notes with deep concern the escalating cost of home heating oil in Northern Ireland, driven in large part by instability and conflict in the Middle East.

This Council further notes:

- Approximately 68% of homes in Northern Ireland rely on heating oil as their primary source of heat, the highest proportion of any region in the United Kingdom & Ireland.
- The vast majority of Northern Ireland households, particularly in rural areas, have no access to mains gas. There is no alternative supply to switch to when prices rise.
- Northern Ireland already experiences one of the worst fuel poverty rates in the UK. According to National Energy Action NI's most recent polling, over 40% of households are spending more than 10% of their income on energy, the definition of fuel poverty.

This Council resolves to:

1. Write to the Minister for the Economy urging the Department to:
 - a. Urgently consider expanding the remit of the Energy Regulator to include home heating oil, to give greater transparency and greater consumer protections.
 - b. Urgently bring forward an Energy Master Plan to lead the longer-term transition away from Fossil Fuel dependency through energy efficiency and maximising renewables.
2. Write to the Minister for Communities seeking clarity on what immediate support the Department for Communities is preparing for households who will be hit hardest by these price increases and wider energy cost pressures.

Signed: *Cllr Jessica Bamford*





Motion: BBC TV Licence Enforcement and Funding Burden on Lisburn and Castlereagh Residents

This Council notes with serious concern the enforcement practices of TV Licensing on behalf of the BBC, including the sending of threatening letters to households in Lisburn and Castlereagh. These letters can frequently warn of severe consequences for non-payment—even in cases where no licence is legally required—creating undue fear, anxiety, and pressure on residents, especially the vulnerable, elderly, and those facing financial hardship.

This Council views such practices as disproportionate and unacceptable, exacerbating stress during the cost-of-living crisis. The rising licence fee constitutes a regressive charge that unfairly burdens many residents who do not use BBC services.

This Council therefore calls on the UK Government and the BBC to:

- Immediately reform TV Licensing reminder correspondence to ensure it is fair, clear, non-alarmist and uses plain English as standard;
- Fully explore, develop and adopt alternative funding models for the BBC, moving away from a mandatory household fee towards options like voluntary subscriptions, advertising, or other sustainable sources; and
- Consult with local authorities and communities on these reforms.

This Council agrees to write to the Secretary of State for Culture, Media and Sport and the BBC Director-General to raise these issues urgently and advocate for change on behalf of local residents.

Cllr Gary Hynds

(2)

